



City of Joliet

Public Service Committee

Meeting Agenda

Monday, May 18, 2026

4:30 PM

City Hall, Council Chambers

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

ROLL CALL

APPROVAL OF MINUTES

Public Service Minutes 05/04/2026

[TMP-9897](#)

Attachments: [Public Service Minutes 050426](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

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

CONTRACTS

Award of Contract for the 2026 Streetlight Assembly Painting Project - Contract A to Cosgrove Construction Inc., in the Amount of \$84,300.00

[259-26](#)

Attachments: [Approver Report](#)

Award of Contract for the 2026 Pavement Marking Program - MFT Section No. 26-00575-00-ST to America's Parking Remarketing, LLC in the Amount of \$307,416.00

[260-26](#)

Attachments: [Approver Report](#)

Approval of Purchase of Traffic Barriers from Meridian Rapid Defense Group Sales LLC in the Amount of \$126,344.06 [261-26](#)

Attachments: [Approver Report](#)

Approval of a Professional Services Agreement with Strand Associates Inc., International Code Council (ICC) and HR Green, for On-Call Development Review for the Rock Run Collection Development [262-26](#)

Attachments: [26-04-21.Joliet Rock Run Development Reviews Proposal.pdf](#)
[Agreement for Professional Services Bridge Program Mgr.pdf](#)
[ICC Proposal Redacted.pdf](#)
[Joliet Supplemental Building Plan Review HRG.pdf](#)
[Approver Report](#)

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approval of Change Order No. 3 for the Lead Service Line Replacement Phase 4 Contract to Stip Bros. Excavating Inc. in the Amount of \$89,410.00 [263-26](#)

Attachments: [Approver Report](#)

ORDINANCES AND RESOLUTIONS

Resolution Accepting an Easement Agreement from ComEd for the Glenwood and West Acres Water Main Improvement Project (Glenwood Avenue, Just East of Hammes Avenue) [286-26](#)

Attachments: [Resolution](#)
[ComEd Easement, SR# 06690516, Glenwood Ave East of Hammes Ave](#)
[Approver Report](#)

Resolution Accepting an Easement Agreement from ComEd for the Glenwood and West Acres Water Main Improvement Project (Oneida Street, Just East of Hammes Avenue) [287-26](#)

Attachments: [Resolution](#)
[ComEd Easement, SR# 06690541, Oneida St East of Hammes Ave](#)
[Approver Report](#)

Resolution Authorizing the Execution of an Intergovernmental Agreement with Pace Regarding Transit Shelters [288-26](#)

Attachments: [Resolution](#)

[Joliet Ad Shelter A'ment 6-17-2024 final.pdf](#)

[Approver Report](#)

LICENSES AND PERMITS

Application for a Drive Thru Permit for a Zaxby's Restaurant at 110 S. Larkin Avenue [270-26](#)

Attachments: [110 S Larkin Zaxbys Drive Thru Permit Application.docx](#)

[110 S Larkin Zaxbys Drive Thru Permit Request Letter.pdf](#)

[110 S Larkin Zaxbys Drive Thru Permit Exhibit.pdf](#)

[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

File #: TMP-9897

Agenda Date: 5/18/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Monday, May 4, 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 and Councilman Pat Mudron
Absent Councilwoman Sherri Reardon

ALSO PRESENT:

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

APPROVAL OF MINUTES

Public Service Minutes 04/20/2026

[TMP-9807](#)

Attachments: [04202026 Public Service Minutes.pdf](#)

A motion was made by Councilman Pat Mudron, seconded by Councilman Larry E. Hug, to approve the May 4, 2026 Public Service Minutes. The motion carried by the following vote:

Aye: Councilman Hug and Councilman Mudron

CITIZENS TO BE HEARD ON AGENDA ITEMS

No one present at this time.

CONTRACTS

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

[233-26](#)

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

Greg Ruddy, Public Works Director, discussed the Professional Services Contract for Roadway Mapping and Pavement Analysis, in the Amount of \$190,950.00, to Cyclomedia Technology Inc.

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

[234-26](#)

Attachments: [Approver Report](#)

Anthony Anczer, Deputy Director Engineering, discussed the Award of Contract for the Generator Purchase in the amount of \$349,302.00 to Metropolitan Industries.

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

[235-26](#)

Attachments: [Approver Report](#)

Anthony Anczer discussed the Award of Contract for the Eastside Wastewater Treatment Plant Final Clarifier Repaint, in the amount of \$327,600.00, to Dynamic Industrial Services.

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

Attachments: [Approver Report](#)

Anthony Anczer discussed the Award of Contract for the Eastside Wastewater Treatment Plant Final Clarifier Slide Gates Installation, in the amount of \$68,888.00, to Dahme Mechanical Industries Inc.

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

Attachments: [Approver Report](#)

Anthony Anczer discussed the Award of Contract for the Well 18D Rehabilitation, in the amount of \$220,907.00, to Great Lakes Water Resources Group.

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

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

Anthony Anczer discussed the Award of Contract for the Campbell Street Water Tower Rehabilitation Project, in the amount of \$1,893,000.00, to Era-Valdivia Contractors Inc. Also discussed was the Award of Construction Engineering Services Agreement, in an amount no-to-exceed of \$158,950.00, to Dixon Engineering Inc.

A motion was made by Councilman Pat Mudron, seconded by Councilman Larry E. Hug, to recommend 233-26, 234-26, 235-26, 236-26, 237-26, and 238-26 for approval by the full Council. The motion carried by the following vote:

Aye: Councilman Hug and Councilman Mudron

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approve Payment of the 2026 Membership Dues for the [238-26](#)

Lower DuPage River Watershed Coalition in the Amount of \$25,140.08

Attachments: [Approver Report](#)

Allison Swisher, Director of Public Utilities, discussed the 2026 Membership Dues, in the amount of \$25,140.08, for the Lower DuPage River Watershed Coalition.

A motion was made by Councilman Pat Mudron, seconded by Councilman Larry E. Hug, to recommend 238-26 for approval by the full Council. The motion carried by the following vote:

Aye: Councilman Hug and Councilman Mudron

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

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

Allison Swisher discussed the Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the Grand Prairie Water Commission.

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

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

Allison Swisher discussed the Resolution approving an Easement Agreement for the secondary water delivery structure.

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

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

Allison Swisher discussed the Resolution amending three agreements between the City of Joliet and Will County for use of American Rescue Plan Act funds.

Resolution Approving an Intergovernmental Agreement between the Grand Prairie Water Commission and the City of Joliet Establishing a Joint Improvement Agreement **247-26**

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

Allison Swisher discussed the Resolution Approving an Intergovernmental Agreement between the GPWC and City of Joliet establishing a Joint Improvement Agreement.

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

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

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

A motion was made by Councilman Pat Mudron, seconded by Councilman Larry E. Hug, to recommend 244-26, 245-26, 246-26, 247-26, and 248-26 for approval by the full Council. The motion carried by the following vote:

Aye: Councilman Hug and Councilman Mudron

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Report on Utilities' Maintenance Activities **TMP-9837**

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

Allison Swisher discussed the Utilities Maintenance Report through 4/20/26.

PUBLIC COMMENT

No one present at this time.

ADJOURNMENT

A motion was made by Councilman Pat Mudron, seconded by Councilman Larry E. Hug, to adjourn. The motion carried by the following vote:

Aye: Councilman Hug and Councilman Mudron



Memo

File #: 259-26

Agenda Date:5/19/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Award of Contract for the 2026 Streetlight Assembly Painting Project - Contract A to Cosgrove Construction Inc., in the Amount of \$84,300.00

BACKGROUND:

The City of Joliet 2026 Budget includes funding for the painting of City-owned decorative streetlights. The 2026 Streetlight Assembly Painting Project includes the painting of 85 decorative streetlights. The project was advertised on Friday, April 17, 2026.

The Public Service Committee will review this matter.

CONCLUSION:

On Thursday, April 23, 2026 at 10:00 A.M., one (1) sealed bid was received for the 2026 Streetlight Assembly Painting Project - Contract A. The bid summary is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Cosgrove Construction Inc.	\$84,300.00
Engineer's Estimate	\$78,250.00

The low bid by Cosgrove Construction Inc., in the amount of \$84,300.00, is 7.73% above the engineer's estimate.

Sufficient funds exist utilizing Public Works Capital Improvement Funds (Org 30090270, Object 557200, \$84,300.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award a Contract for the 2026 Streetlight Assembly Painting Project - Contract A, in the amount of \$84,300.00, to Cosgrove Construction Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 259-26

File ID: 259-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/05/2026

Department: Public Works

Final Action:

Title: Award of Contract for the 2026 Streetlight Assembly Painting Project - Contract A to Cosgrove Construction Inc., in the Amount of \$84,300.00

Agenda Date: 05/19/2026

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/6/2026	Greg Ruddy	Approve	5/8/2026
1	2	5/7/2026	Kevin Sing	Approve	5/8/2026
1	3	5/7/2026	Todd Lenzie	Approve	5/11/2026
1	4	5/15/2026	Beth Beatty	Approve	5/11/2026



Memo

File #: 260-26

Agenda Date: 5/19/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Award of Contract for the 2026 Pavement Marking Program - MFT Section No. 26-00575-00-ST to America's Parking Remarketing, LLC in the Amount of \$307,416.00

BACKGROUND:

The City of Joliet 2026 Budget includes funding for the annual pavement marking project. The 2026 Pavement Marking Program includes pavement markings on various major streets, state routes, neighborhood collector streets, and residential streets. The project was advertised on Friday, April 17, 2026.

The Public Service Committee will review this matter.

CONCLUSION:

On Monday, May 4, 2026 at 10:00 A.M., three (3) sealed bids were received for the 2026 Pavement Marking Program. The bid summary is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
America's Parking Remarketing, LLC	\$307,416.00
Precision Pavement Markings, Inc.	\$329,960.00
Marking Specialists	\$461,125.50
Engineer's Estimate	\$344,825.00

The low bid by America's Parking Remarketing, LLC in the amount of \$307,416.00, is 10.85% below the engineer's estimate.

Sufficient funds exist utilizing the Motor Fuel Tax Fund / Infrastructure (Org 20090270, Object 557200, \$262,416.00) and Capital Improvement Fund (Org 30090270, Object 557200, \$45,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award the Contract for the 2026 Pavement Marking Program, in the amount of \$307,416.00, to America's Parking Remarketing, LLC.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 260-26

File ID: 260-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/05/2026

Department: Public Works

Final Action:

Title: Award of Contract for the 2026 Pavement Marking Program - MFT Section No. 26-00575-00-ST to America's Parking Remarketing, LLC in the Amount of \$307,416.00

Agenda Date: 05/19/2026

Entered by: rlubash@joliet.gov

Approval History

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1	1	5/6/2026	Greg Ruddy	Approve	5/8/2026
1	2	5/7/2026	Kevin Sing	Approve	5/8/2026
1	3	5/7/2026	Todd Lenzie	Approve	5/11/2026
1	4	5/15/2026	Beth Beatty	Approve	5/11/2026



Memo

File #: 261-26

Agenda Date: 5/19/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Approval of Purchase of Traffic Barriers from Meridian Rapid Defense Group Sales LLC in the Amount of \$126,344.06

BACKGROUND:

There has been a nationwide increase in vehicular assaults at public gatherings. To increase safety, the Department of Public Works, in conjunction with JPD and Emergency Services evaluated several roadway barriers that can be deployed for public events within the City. The barrier system produced by Meridian Rapid Defense Group LLC was chosen as the best option for the City. The 2026 budget includes funding for the purchase of a roadway barriers system.

The Public Service Committee will review this matter.

CONCLUSION:

Meridian Rapid Defense Group LLC is the sole source supplier for this equipment. The pricing for this product is included in the United States General Services Administration (US GSA) Cooperative Purchasing Program.

This product was rented and tested for the Mexican Independence Day Parade in the fall of 2025. The Joliet Police Department and the Department of Public Works were extremely satisfied with the ease of deployment and the performance of this product. This purchase includes a barrier starter kit with a trailer that will meet the City of Joliet's needs for smaller events planned in 2026. Additional barriers for larger events can be rented or purchased as necessary in the future.

The usage of this equipment is covered under The Safety Act.

THE SAFETY ACT: MERIDIAN Technology, equipment, and solutions including training, site surveys, installation and deployment services, technical documentation, manuals, and technical specifications are also Certified by the U.S. Department of Homeland Security as Qualified Anti-Terrorism Technology ("QATT") under The SAFETY Act. With this Certification all users of MERIDIAN are indemnified by the federal government from claims or damages arising out of any act of terrorism. For purchasers, this means substantial reductions or elimination of possible liabilities relating to their purchasing orders.

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

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

Sufficient funds are available for this purchase in the Public Works / Roadways Capital Fund (Org 30090290, Object 557500, \$126,344.06).

RECOMMENDATION:

Based upon the above, it is recommended that the Mayor and City Council approve the purchase One (1) Merdian Barrier Deployment Kit from Meridian Rapid Defense Group LLC, in the amount of \$126,344.06.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 261-26

File ID: 261-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/05/2026

Department: Public Works

Final Action:

Title: Approval of Purchase of Traffic Barriers from Meridian Rapid Defense Group Sales LLC in the Amount of \$126,344.06

Agenda Date: 05/19/2026

Entered by: jnordman@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/6/2026	Greg Ruddy	Approve	5/8/2026
1	2	5/7/2026	Kevin Sing	Approve	5/8/2026
1	3	5/7/2026	Todd Lenzie	Approve	5/11/2026
1	4	5/15/2026	Beth Beatty	Approve	5/11/2026



Memo

File #: 262-26

Agenda Date: 5/19/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Approval of a Professional Services Agreement with Strand Associates Inc., International Code Council (ICC) and HR Green, for On-Call Development Review for the Rock Run Collection Development

BACKGROUND:

Strand Associates Inc., has submitted a proposal outlining their anticipated scope of services and compensation for providing on-call development review services for the Rock Run Collection development. Strand has an extensive history with the City of Joliet and has performed a broad range of municipal engineering services, including development review activities for large-scale projects such as the Third Coast Intermodal Hub.

Their proposal includes:

- Review of plats and site engineering plans.
- Review for compliance with City ordinances, standards, and prior development agreements.
- Written comment letters, follow-up reviews, and meeting attendance as necessary.
- Additional optional review services, including cost estimate review and private utility considerations.

Strand notes that comments will typically be provided within two weeks of receiving a submittal, with additional time required dependent on development complexity. Their Joliet office municipal engineering staff and specialized technical support teams will lead these reviews.

HR Green has submitted a proposal outlining their anticipated scope of services and compensation for providing on-call building review services for the Rock Run Collection Development.

ICC has submitted a proposal outlining their anticipated scope of services and compensation for providing on-call building review services for the Rock Run Collection Development. ICC is the leading expert in building construction and review.

Compensation is proposed on an hourly basis through June 30, 2027, with annually adjusted rates thereafter. All review fees for these services will be paid 100% by the developer, Cullinan Properties.

The Public Service Committee will review this matter.

CONCLUSION:

The scope, schedule, and fee structure provided appear consistent with prior similar engagements and reflect the level of engineering review required for developments of this scale. As noted, all costs for Strand, ICC and HR Green's review services will be fully reimbursed by the developer, Cullinan Properties, ensuring no financial impact to the City.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council Approval of Professional Services Agreement for On-Call development review for the Rock Run Collection development at the hourly rates provided to Strand Associates Inc., International Code Council (ICC) and HR Green.



Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

April 21, 2026

Mr. Sean Mikos, P.E., Deputy Director of Public Works
City of Joliet
150 West Jefferson Street
Joliet, IL 60432

Re: Engineering Services
Rock Run Collections, On-Call Development Reviews

Dear Mr. Mikos:

This Proposal presents Strand Associates, Inc.®'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the City of Joliet, Illinois (City) for the Rock Run Collections, On-Call Development Reviews.

It is with pleasure that Strand provides this proposal for on-call development review services to the City. Since 1986, our Joliet office has been helping municipal clients in northeastern Illinois, including the City of Joliet, by providing comprehensive professional engineering services and effectively addressing the needs of our clients. The City is one of our longest-standing clients for whom we have provided a wide range of municipal infrastructure engineering services. Since 2020, we have been providing development-related engineering review services to the City for the Third Coast Intermodal Hub (formerly Compass Business Park). In this capacity, we have overseen water supply, storage, and distribution system planning as well as sanitary sewer conveyance, pumping, and treatment planning. We have also provided site review services for individual developments within the Third Coast Intermodal Hub covering water, sanitary, storm, and local roadway improvements. Through our long relationship with the City, we have developed an understanding of the City's ordinances, standards, and expectations for new development and associated public infrastructure.

Similarly, we served as Village Engineer or primary engineering consultant for numerous municipalities, counties, and districts in northeastern Illinois. Two of our longest such partnerships have been with the Village of Channahon since 1993, and the Village of Indian Head Park since 1996. We continue in that capacity with these municipalities to this day. Our services include assisting with standards development; reviewing development plats and plans; assisting in the preparation of Village-developer agreements; estimating letters of credit or bond requirements; attending Board, Committee, and Commission meetings; and providing construction observation and administration services.

Our municipal engineering staff will lead in providing development reviews for the City. They will be further supported by our diverse specializations in civil and municipal engineering, stormwater management, water supply engineering, wastewater treatment and conveyance engineering, transportation engineering, wetland mitigation and restoration, construction-related services, and geographic information systems and mapping; all of which are provided out of our Joliet, Illinois, office. The majority of our services are to public entities and we do not represent private developers; therefore, we do not have any conflict of interest in providing development review services to the City.

MRW:dfe(R:\JOL\Documents\Agreements\J\Joliet, IL\RockRun OnCall DevRvw.2026\Agr\260.437.Prpsl.docx

Mr. Sean Mikos, P.E., Deputy Director of Public Works
City of Joliet, Illinois
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Scope of Services

A typical scope of services can be described as follows.

1. Review plats of development.
2. Review site-related engineering design drawings and technical specifications for conformance with the City's Design Manual, applicable ordinances, and prior development agreements associated with the development.
3. Provide review comments in a written letter to the City.
4. Attend meetings as requested by the City between the City, developer, and design engineer to discuss review comments.
5. Perform subsequent reviews of revised engineering documents with the goal of meeting the City's final approval.
6. Perform additional review services that may include developer-determined opinions of construction cost and private utility improvements.

In general, review comments will be provided to the City within two weeks of receiving an engineering submittal. Additional time for review may be necessary depending on the size of the development, and will be determined after discussion with the City.

Service Elements Not Included

The following services are not anticipated to be provided by Strand. If such services are required, Strand will work with the City to procure a contractor for the City to hire directly for these services, as necessary.

1. Archaeological or Botanical Investigations: Strand will assist City in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
2. Construction-Related Services: Any services involved in performing construction-related services.
3. Geotechnical Engineering: Geotechnical engineering information will be provided through City and City's geotechnical consultant.
4. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to City for securing land rights necessary for the project.
5. Preparation for and/or Appearance in Litigation on Behalf of City: Any services related to litigation.

Mr. Sean Mikos, P.E., Deputy Director of Public Works
 City of Joliet, Illinois
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 April 21, 2026

6. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

7. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by City or contractors unless specifically requested and agreed to in writing. Strand’s use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Proposal. Strand is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

It is our understanding that services will be provided to the City on a task order basis with a defined scope of services, schedule, and fee structure. It is anticipated that the City shall compensate Strand for Services on an hourly rate basis plus expenses based on current engineering rates noted below. These rates are applicable through June 30, 2027, and are adjusted annually on July 1 thereafter. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost.

	<u>Hourly Billing Rates*</u>	<u>Anticipated Involvement</u>
Principal Engineer	\$344	1 percent
Senior Associate	\$310	4 percent
Project Managers	\$240	20 percent
Review Engineer	\$140 to \$170	70 percent
Administrative	\$135	5 percent

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

Schedule

Services will begin upon execution of an Agreement, which is anticipated the week of April 27, 2026; and written approval of a development-specific Task Order. Services are scheduled for completion on July 1, 2030.

Standard of Care

The Standard of Care for all Services performed or furnished by Strand under this Proposal will be the care and skill ordinarily used by members of Strand’s profession practicing under similar circumstances at the same time and in the same locality. Strand makes no warranties, express or implied, under this Proposal or otherwise, in connection with Strand’s Services.

Mr. Sean Mikos, P.E., Deputy Director of Public Works
City of Joliet, Illinois
Page 4
April 21, 2026

City's Responsibilities

1. Assist Strand by placing at Strand's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by City relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which Strand may rely upon in performing Services under this Proposal.
3. Provide access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.
5. Provide all legal services as may be required for the development of this project.
6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Changes

1. City may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Strand's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.
2. No services for which additional compensation will be charged by Strand will be furnished without the written authorization of City. The fee established herein will not be exceeded without agreement by City but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

Extension of Services

This Proposal may be extended for additional Services upon City's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Mr. Sean Mikos, P.E., Deputy Director of Public Works
City of Joliet, Illinois
Page 5
April 21, 2026

Payment

City shall make monthly payments to Strand for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at Strand's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at Strand's option, result in suspension of Services upon five calendar days' notice to City. Strand will have no liability to City, and City agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by City. Upon receipt of payment in full of all outstanding sums due from City, or curing of such other breach which caused Strand to suspend Services, Strand will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to Strand is cause for termination upon two-week notice to City.

Termination

This Proposal may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. Strand will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

Strand is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through City, contractor, or others to Strand and where Strand's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either City or Strand. Strand's services under this Proposal are being performed solely for City's benefit, and no other party or entity shall have any claim against Strand because of this Proposal or the performance or nonperformance of services hereunder. City and Strand agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between City and Strand arising out of or relating to this Proposal or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Mr. Sean Mikos, P.E., Deputy Director of Public Works
City of Joliet, Illinois
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Remedies

Neither Strand nor City shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Proposal. This mutual waiver is applicable, without limitation, due to either party's termination of this Proposal.

Terms and Conditions

The terms and conditions of this Proposal will apply to the Services defined in the **Scope of Services** and represent the entire Proposal and supersede any prior proposals, Requests for Qualifications, or Agreements. City-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 815-744-4200 extension 3150.

Sincerely,

STRAND ASSOCIATES, INC.®



Michael R. Waldron, P.E.
Senior Associate

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into and effective on _____ (“Effective Date”), by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and _____, (hereinafter called the "Consultant"), collectively referred to as the “Parties” herein, is an AGREEMENT for professional services.

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

SECTION 1 – SERVICES AND OBLIGATIONS OF THE CONSULTANT

- 1.1 The Project scope of work is defined in the attached EXHIBIT.
- 1.2 The City and the Consultant, by mutual agreement, shall determine the detailed schedule of interim milestones.
- 1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants in their line of work. The Consultant will use their best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the Consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.
- 1.4 The Consultant shall execute the attached Business Status of Bidder Affidavit.
- 1.5 The Consultant shall comply with the attached Bid Rigging and Bid Rotating EXHIBIT.
- 1.6 The Consultant shall not be in arrears to the City of Joliet, Illinois, in any debt or contract, or has failed to execute in whole or in part, in a satisfactory manner, any contract with the City of Joliet, or is a defaulter as to surety or otherwise upon any obligation to the City of Joliet, Illinois.
- 1.7 The City of Joliet has adopted a Responsible Bidder Ordinance (Article XIII, §2-440). In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, or applicable state or federal law or regulation states otherwise, all bidders must comply with the requirements of the Responsible Bidder Ordinance (Article XIII, §2-440), as applicable, in order to submit a bid or be awarded a contract with the City.
- 1.8 The Consultant shall comply with all requirements of the Illinois Drug Free Workplace Act, as applicable.
- 1.9 Tax Compliance:

The Consultant, on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Joliet because of any delinquency in the payment of any tax administered by the State of Illinois, Department of

Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The Consultant understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the AGREEMENT and allows the municipality to recover all amounts paid to the individual or entity under the AGREEMENT in a civil action.

1.10 Unless specifically addressed in the Project scope of work, EXHIBIT, or herein, the Consultant shall be responsible for obtaining applicable approvals, consents, and licenses from all governmental authorities having jurisdiction over the work, and from such other individuals or bodies as may be necessary for completion of the work under this AGREEMENT.

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

2.1 Provide full information as to the requirements for the Project in a timely manner in which the Consultant may reasonably rely on with regard to its completeness and accuracy.

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

2.3 Guarantee access to and make all provisions for the Consultant to enter upon the City's facilities as required for the Consultant to perform their work under this AGREEMENT.

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

SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1, in an amount not to exceed the attached EXHIBIT.

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

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

SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete their obligations as outlined in the EXHIBIT, subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this AGREEMENT.

4.3 The Consultant shall commence work as outlined in the AGREEMENT or such other time mutually agreed to by the Parties in writing.

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

SECTION 5 – RIGHTS TO DELIVERABLES

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

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

SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

6.1 Consultant (for the duration of the term of the AGREEMENT) will not, without obtaining the City's prior written consent, not to be unreasonably withheld, replace, or alter the assignment of its lead personnel, to the extent their respective availability is reasonably within the Consultant's control.

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

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

6.4 The City's right to request the removal of Consultant's personnel from the Services as set forth in paragraph 6.2 does not expressly or implicitly create an employer-employee relationship

between the City and personnel assigned by Consultant. Such a relationship is expressly denied herein by Consultant and the City.

SECTION 7 – INSURANCE

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

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

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

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for two (2) years following final payment, Independent Consultant’s coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the successful proposers employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by City of Joliet and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of City of Joliet and its subsidiaries.

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by City of Joliet and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of City of Joliet and its subsidiaries.

Each Occurrence Limit	\$1,000,000
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Umbrella Liability Coverage, excess of general liability, auto liability and employers liability in an amount of at least \$5,000,000 per occurrence with defense outside the limit.

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's errors and omissions. Coverage must be maintained for a period of two (2) years after final completion of the work.

Errors and Omissions \$1,000,000

Consultant agrees that with respect to the above required insurance:

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

The Consultant shall also indemnify and save harmless the City from any claims against, or liabilities incurred by the Consultant of any type or nature to any person, firm or corporation arising from the Consultant's wrongful or negligent performance of the work covered by the AGREEMENT.

FAILURE TO COMPLY:

In the event the Consultant fails to obtain or maintain any insurance coverage required under this AGREEMENT, the City of Joliet may purchase such insurance coverage and charge the expense thereof to the Consultant. Such insurance shall be maintained in full force and effect during the life of the AGREEMENT and shall protect the Consultant, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property

arising in any manner from the negligent or wrongful acts or failures to act by the Consultant, its employees, agents and representatives in the performance of the work covered by the AGREEMENT.

SECTION 8 – SUCCESSORS AND ASSIGNS

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

SECTION 9 – NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Consultant agrees that in all hiring or employment made possible or resulting from this AGREEMENT, there shall be no discrimination against any employee, applicant for employment, or in connection with any apprenticeship or other training program, because of sex, age, race, color, religion, national origin or ancestry, marital status, order of protection status, citizenship status, physical or mental disability unrelated to ability, sexual orientation, military status or unfavorable discharge from military service.

The Consultant shall comply with all requirements under the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Any violation of this provision shall be considered a violation of a material provision of this AGREEMENT and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the AGREEMENT by the City.

SECTION 10 – REQUIRED SEXUAL HARASSMENT POLICY

Illinois law requires all parties to a public contract and all eligible bidders to have a written sexual harassment policy covering their employees and applicants for employment. This requirement applies regardless of the number of persons employed or the dollar value of any public contract. A copy of the policy shall be provided to the City upon request. According to Section 2-105(A) (4) of the Illinois Human Rights Act, each sexual harassment policy must contain the following elements:

- A statement that sexual harassment is illegal.
- The definition of sexual harassment under the Illinois Human Rights Act.
- A description of the acts that constitutes sexual harassment, with examples.
- The employer's internal complaint procedure, including penalties.

- The legal recourse, investigative, and complaint process available through the Illinois Department of Human Rights (IDHR) and the Illinois Human Rights Commission (IHRC).
- Information as to how a person can contact IDHR and IHRC.
- Information regarding the protection against retaliation under Section 6-101 of the Illinois Human Rights Act.

SECTION 11 – COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Consultant shall comply with the Americans with Disabilities Act and the Joliet Accessibility Code (Article XII), and certify that services, programs and activities provided under this AGREEMENT are and will continue to be in compliance with the Joliet Accessibility Code, as applicable.

SECTION 12 – MODIFICATION OR AMENDMENT

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

The terms of this AGREEMENT will take precedence in the event of a conflict of terms with the Consultant's proposal, scope of services and/or any other document referenced in this AGREEMENT. In the event of a conflict between the terms of any Order Form, addendum, attachment, or any other AGREEMENT or communication between the City and the Consultant, this AGREEMENT shall supersede, govern and control to the extent of the inconsistency, unless expressly stated otherwise.

SECTION 13 – APPLICABLE LAW AND DISPUTE RESOLUTION

13.1 This AGREEMENT shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of State of Illinois. The Parties shall submit to the jurisdiction and venue of the state courts of Will County, Illinois for any dispute arising out of or related to this AGREEMENT.

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

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

SECTION 14 – TERMINATION OF THE AGREEMENT

14.1 TERMINATION BY THE CONSULTANT

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

14.2 TERMINATION BY THE CITY

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

14.3 TERMINATION FOR CONVENIENCE

This AGREEMENT may be terminated by either party with thirty (30) days' written notice (from postmark) to the other party.

14.4 FORCE MAJEURE EVENTS

Neither Party to this AGREEMENT shall be liable for failing to fulfill any obligation under this AGREEMENT to the extent any failure is caused by any event beyond the Party's control, and which event is not caused by the Party's fault or negligence. Events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, or epidemics.

SECTION 15 – COMPLIANCE WITH LAWS AND CITY OF JOLIET CODE OF ORDINANCES

ARTICLE XVI – INSPECTOR GENERAL:

15.1 It is the duty of any Consultant and/ or subcontractor, and all officers, directors, agents, partners and employees of any Consultant, to cooperate with the Inspector General of the City of

Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances.

The parties referenced in Section 15.1 agree to abide by all applicable provisions of Article XVI of the City of Joliet Code of Ordinances. The Consultant must inform their subcontractors of this provision and require understanding and compliance with the Ordinance.

ARTICLE X, SECTION 2-333 *et seq.* – ETHICS ORDINANCE:

15.2 The City of Joliet has an Ethics Ordinance which prohibits any appointed or elected official of the City of Joliet, or any employee of the City of Joliet from receiving or soliciting anything of value to influence that City official or employee in carrying out his or her official duties. The Consultant shall cooperate by refraining from offering any official or employee anything, item, service, or favor of value to influence that person’s decision on any City business. The Consultant shall immediately report any violation of the Ethics Ordinance to the Inspector General, including any solicitation of a thing of value by a City official or employee. The Consultant’s participation or encouragement in the violation of the Ethics Ordinance may result in the rejection of a bid, termination of AGREEMENT, or declaration of ineligibility to bid on future contracts.

15.3 The Parties shall comply with all local, state and federal laws, statutes, ordinances, rules, and regulations applicable to this AGREEMENT.

SECTION 16 – SEVERALABILITY

Should all or any part of this AGREEMENT be held unenforceable or invalid for any reason, the remaining portions of provisions shall be unaffected.

SECTION 17 – COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which when so executed and delivered will be deemed to be an original agreement and all of which when taken together will constitute one and the same agreement.

SECTION 18 – ELECTRONIC SIGNATURES

This AGREEMENT may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this AGREEMENT.

SECTION 19 – NOTICE

All notices or other communications to or upon the respective Parties shall be in writing, delivered by email, or a reputable overnight mail service such as UPS or FED EX, and shall be effective for all purposes upon delivery of the e-mail, or one day following the deposit of the mailed notice with the overnight carrier to the City of Joliet, Attention: City Manager, 150 W. Jefferson, Illinois 60432, or to Consultant at its address listed in the EXHIBIT or as otherwise designated by Consultant.

SECTION 20 – AUTHORIZATION

The signatories to this AGREEMENT represent and warrant that they have full authority to sign this AGREEMENT on behalf of the Party for whom they sign. If a Party signs this AGREEMENT but fails to date its signature, the date that the last of the other Parties receives the signing Party’s signature on this AGREEMENT will be deemed to be the date that the signing Party signed this AGREEMENT.

The undersigned parties hereby execute this AGREEMENT as of the Effective Date first written above.

CITY OF JOLIET

By: _____

H. Elizabeth Beatty, City Manager

Date: _____

ATTEST:

By: _____

Lauren O’Hara, City Clerk

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



Proposal
in Response to the City of Joliet
Request for Proposals
Plans Examiner Services

Prepared by
**The International
Code Council**

May 5, 2026

Point of Contact:
Charles Wills
Client Relations Manager
574-773-1632
cwills@icc-nta.org



May 5, 2026

Don Pallissard,
Director of Building Services- City of Joliet
Joliet, IL

RE: Request for Services– Plan Examiner Services

Dear Mr. Don Pallissard,

The International Code Council (ICC) is pleased to submit this response to the City Of Joliet, regarding the Request for services – Plan Examiner Services. ICC appreciates the opportunity to support the City with trusted, high-quality plan review services that align with your commitment to safety, compliance, and timely project delivery.

Founded more than 30 years ago, ICC is a globally recognized leader in building safety and code compliance solutions. Best known for developing the International Codes used across the United States and internationally, ICC also provides a comprehensive suite of services including plan review, inspection, certification, product testing, training, and advisory services. Our work supports over 150 jurisdictions across the U.S. with consistent, defensible, and code-compliant outcomes for all levels and types of building projects.

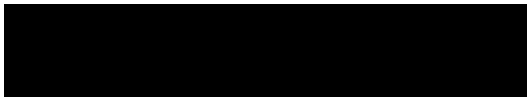
ICC employs more than 700 professionals nationwide, including a dedicated plan review team of over 25 experienced reviewers, ensuring we have the capacity and versatility to meet your needs. This team brings deep expertise across building, fire, life safety, structural, accessibility, and MEP, and routinely supports both large and small, simple and complex projects where jurisdictional consistency and technical rigor are essential.

As Principal-in-Charge for this contract, I will provide executive oversight, quality assurance, and continuity. I am committed to ensuring our plan review services consistently meet the City's expectations for responsiveness, accuracy, and professionalism, and that we serve as a reliable extension of your plan review team.

The assigned ICC office for this engagement is in Nappanee, IN and supported by ICC's national network of plan review professionals. This structure enables ICC to provide in-person engagement if needed, scalable resources, consistent turnaround times, and a single point of accountability while maintaining the flexibility needed to support the municipalities' on-call needs.

ICC looks forward to the opportunity to partner with the City of Joliet as a trusted provider of plan review services. Thank you for your consideration of our qualifications. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,



Steven Saffell
Vice President of Construction Services, Principal-in-Charge
International Code Council



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Proposed Fee Structure	10



Itemized List of Plans Examination Services

- Building Preliminary Reviews
 - Early reviews to provide clarity and direction. Full or Limited Reviews required to confirm code compliance at a later point.
- Full Reviews
 - Building Review
 - Additional Disciplines: Accessibility, Mechanical, Electrical, Plumbing, Energy, and Sprinkler.
- Limited Scope Reviews
 - Reviews of a section or component of the drawing set.
- Expedited Reviews
 - Client may request an expedited review to reduce review response times. Additional fees to be determined in consultation with the client.
- Engineering Reviews
- Project Report Consulting: meet with the Cities representative and/or the Cities constituent to review and discuss findings of the review.
 - Meetings: Planning, kickoff, and general meeting attendance will be charged at the standard plan review rate.
 - Research: Supplementary research requests will be charged at the standard plan review rate.
 - Correspondence Special correspondences, beyond those required to complete the plan review will be charged at the standard plan review rate.
- Executive-Level Consulting: When providing input on a project or a task beyond the normal expectations of a plan review, the Director Level Consulting fee will be charged for Plan Review director, the principal in charge, or similar level team members.



Names of Personnel Assigned with Certifications

A list of the plan review staff who will be assigned to the City of Joliet is below, as well as their role, and current credentials. All team members continually refine and expand their skill base through study and experience, providing competency through certification on an ongoing basis. Proposed individuals anticipate maintaining their credentials listed below.

Steven O'Neal

Plan Review Director

- Electrical Inspector
- Mechanical Code Specialist
- Certified Building Code Official
- Commercial Energy Inspector
- Commercial Electrical Inspector
- Certified Building Official
- Residential Electrical Inspector
- Certified Plumbing Code Official
- Mechanical Plans Examiner
- Building Code Specialist
- Commercial Combination Inspector
- Plumbing Plans Examiner
- Certified Mechanical Code Official
- Building Plans Examiner
- Mechanical Inspector
- Plumbing Inspector
- Building Inspector
- Plumbing Code Specialist
- Combination Inspector

Michael Powell

Plan Reviewer

- Commercial Green Construction Professional
- Residential Fire Sprinkler Inspector/Plans Examiner
- Commercial Fire Alarm Inspector
- Commercial Fire Alarm Plans Examiner II
- Fuel Gas Inspector
- Certified Sustainability Professional
- Energy Code Specialist
- Fire Code Specialist
- Master Code Professional
- Commercial Fire Alarm Plans Examiner I
- Commercial Energy Inspector
- Housing and Zoning Code Specialist
- Zoning Inspector
- Property Maintenance and Housing Inspector
- Fire Inspector I
- Permit Specialist
- Fire Inspector II
- Permit Technician
- California Commercial Mechanical Inspector
- Code Enforcement Technician
- California Combination Inspector
- California Residential Combination Inspector
- California Residential Mechanical Inspector
- California Residential Plumbing Inspector
- California Residential Electrical Inspector
- California Building Plans Examiner
- California Commercial Combination Inspector
- Fire Codes and Standards
- California Commercial Plumbing Inspector
- California Commercial Electrical Inspector
- California Commercial Building Inspector
- California Residential Building Inspector



- Tall Mass Timber Buildings Special Inspector
- Certified Fire Marshal
- Coastal and Floodplain Construction Inspector
- Commercial Plumbing Inspector
- Electrical Plans Examiner
- Combination Inspector
- Commercial Combination Inspector
- Mechanical Inspector
- Plumbing Inspector
- Electrical Inspector
- Building Inspector
- Residential Combination Inspector
- Mechanical Plans Examiner
- Commercial Mechanical Inspector
- Commercial Electrical Inspector
- Commercial Building Inspector
- Residential Plumbing Inspector
- Residential Building Inspector
- Residential Mechanical Inspector
- Residential Electrical Inspector
- Building Plans Examiner
- Legal Module
- Certified Building Official
- Fire Plans Examiner
- Building Codes and Standards
- Management Module
- Plumbing Code Specialist
- Mechanical Code Specialist
- Building Code Specialist
- Electrical Code Specialist
- Residential Energy Inspector/Plans Examiner
- Commercial Energy Plans Examiner
- Residential Plans Examiner
- Code Specialist
- Combination Plans Examiner
- Accessibility Inspector/Plans Examiner
- Plumbing Plans Examiner

Victor Ravelo
Plan Reviewer

- Permit Technician
- Residential Plans Examiner
- Building Plans Examiner
- Certified Building Official
- Permit Specialist
- Certified Fire Marshal
- Commercial Energy Plans Examiner
- Accessibility Inspector/Plans Examiner
- Electrical Plans Examiner
- Commercial Green Construction Professional
- Certified Sustainability Professional
- Fuel Gas Inspector
- Mechanical Plans Examiner
- Plumbing Plans Examiner
- Combination Plans Examiner
- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Residential Building Inspector
- Commercial Building Inspector
- Building Inspector
- Building Code Specialist
- Fire Plans Examiner
- Spray Applied Fireproofing Special Inspector
- Residential Energy Inspector/Plans Examiner



Gabrielle LeBlanc
Plan Reviewer

- Residential Building Inspector
- Building Plans Examiner
- Residential Mechanical Inspector

Havel Jones
Plan Reviewer

- Residential Building Inspector
- Commercial Building Inspector

CERTIFICATION DIRECTORY

Copies of certification documents can be provided upon request. Alternatively, please visit our directory at www.iccsafe.org/search-for-certified-professionals/ to confirm certifications using the following information.

ICC Certified Directory Search Criteria			
Team Member	Enter First Name	Enter Last Name	Enter State
Steven O’Neal	Steve	O	Maine
Michael Powell	Michael	Powell	North Carolina
Victor Ravelo	Victor	Ravelo	Nevada
Gabrielle LeBlanc	Gabrielle	LeBlanc	Florida
Havel Jones	Havel	Jones	Illinois

Method of Transmittal of Documents

In our work with jurisdictions across the United States, the ICC Plan Review team has extensive experience using a wide range of electronic permitting and plan review platforms and document-transmission approaches. These include commonly used municipal systems such as Accela, Avolve DigEplan and ProjectDox, Municipity, Tyler Technologies (EnerGov), and more; secure file-sharing environments SharePoint, DropBox, secure FTP, and others; jurisdiction-specific portals; and ICC's internal Plan Review Portal for clients that do not yet have a dedicated solution in place.

For each transmission, we prioritize timely, secure, and well-documented exchange of plan review materials, ensuring clear version control, protection of sensitive information, and a complete audit trail. Our processes are designed to streamline coordination among the jurisdiction, applicants, and reviewers while minimizing administrative burden and supporting consistent, transparent review outcomes.

Project Submission Instructions

- Create an ICC Plan Review Account or use your membership credentials to log in here <https://planreview.iccsafe.org/>
- Add the general information required to create your new project.
- Please upload your project documents. The allowable document size limit is up to 300MB per document.
- If you have trouble uploading your documents, please email them to Charles Wills, CWills@icc-nta.org or Heidi Blair, hblair@icc-nta.org, or send us a link to them and we will upload them for you.
- An automated email will be sent to your billing party for invoicee responsibility acceptance once you have submitted your project.
- Once the invoicee/billing party has accepted responsibility, you will receive an automated email from the plan review portal with your new ICC project number. This will also be shown on your dashboard.
- Please allow 2-3 business days to return a fee quote and projected completion date for your project.
- Once your fee quote and turnaround have been provided to you and you have approved them, we will add your project to the schedule.

Re-Review Information

Re-Review: Review of corrections per comments submitted.

A single Re-Review per discipline is provided at no cost. Additional re-reviews, and additions after the initial review, are billed at \$150 per hour.

Create A Fee Estimate

You can also create a Fee Estimate to get a ballpark for projects at <https://planreview.iccsafe.org/>. The estimated fee is an approximation based on information provided by the client and our Building Valuation Data (BVD) table. The estimated cost of the review fee may vary once all project details are provided. ICC Plan Review examines all fee estimates for accuracy prior to accepting as a project and looks for cost saving opportunities.

Anticipated Schedule of Review Times

ICC Plan Review strives to exceed client expectations by providing fast and accurate plan reviews. As part of the ICC family, we have access to resources not common to other organizations, including code interpretation provided by the professionals who develop the code; subject-matter experts across structural, fire and life safety, energy, accessibility, and building systems disciplines; and hundreds of years of combined experience. Drawing on these resources, we right-size our teams to provide the speed and accuracy demanded by our clients.

We will work closely with the City of Joliet to understand your review priorities and schedule expectations and make every reasonable effort to align our turnaround times accordingly.

Anticipated Schedule of Review Times		
Task	Working Days (Typical) Small/Medium	Working Days (Typical) Large
Full 1&2 Family Review	3-7	7
Full Type R Review (Apt/Hotel)	5-10	10
Full Commercial Review	5-10	10
Alterations	1-7	7-12
Shop Drawing Reviews	1-3	3-7
Sign Reviews	1-2	2-3

- Estimates of business days are based on typical projects received by ICC Plan Review and may vary depending on complexity and accuracy of plans provided.
- The above schedule of typical review times is in addition to project management and startup time to be determined with the client on a project-by-project basis.
- Unusually large and/or complex projects will require specific evaluations to determine turn times.

Special Accommodations:

ICC often develops accommodation to help ensure performance and turn times required by the local municipalities are satisfied on a project-by-project need or as a standard accommodation. These could include automatic priority status, custom reviews, and dedicated team members. Contact the ICC plan review team for additional details or to discuss your specific needs.

Proposed Fee Structure

ICC PLAN REVIEW SERVICES FEES	
Service	Fee
Building Preliminary Reviews	\$150/hr
Full Reviews	\$122/hr base rate
<ul style="list-style-type: none"> • Building Review 	\$1,200 min.
<ul style="list-style-type: none"> • Additional Disciplines 	\$750 each min.
<ul style="list-style-type: none"> • First Re-Review (review of corrections per comments submitted) 	No charge
<ul style="list-style-type: none"> • Additional re-reviews and additions after the initial review 	\$150/hr
Limited Scope Reviews	\$150/hr
Expedited Reviews	Determined with client on case-by-case basis
Engineering Reviews	\$150/hr
Project Report Consulting	\$150/hr
Executive-Level Consulting	\$185/hr

Thank you for your consideration. If you have any additional questions, please feel free to reach out.

Charles Wills
 Client Relations Manager
 ICC Plan Review Services
cwills@icc-nta.org



City of Joliet – Supplemental Building & Code Plan Review Services

May 13, 2026



▶ 323 Alana Drive
New Lenox, IL 60451
Main 815.462.9324
▶ HRGREEN.COM

May 13, 2026

Joliet City Manager’s Office
Attn: Beth Beatty, City Manager
150 W. Jefferson Street
Joliet, IL 60432

Re: Supplemental Building & Code Plan Review Services

Dear Manager Beatty:

We appreciate the opportunity to support the City of Joliet with building and code plan review services for the Rock Run Collection development.

As this project advances, we understand the importance of maintaining efficient, consistent, and timely permit reviews to keep pace with the volume and complexity of submittals. HR Green is well-positioned to assist the City in achieving this goal through a dedicated, project-specific approach.

Our team—led by Emilio Miniscalco, AIA, CBO, with senior QA/QC oversight by Mike Puplava, CBO, and supported by a deep bench of experienced ICC-certified reviewers—brings extensive experience delivering high-quality plan reviews for large-scale developments. We focus on providing clear, coordinated comments and reliable turnaround times that will help the City maintain efficient and coordinated permit review operations.

For Rock Run, we have assembled a focused team ready to act as an extension of City staff, providing a consistent review process, scalable resources, and defined cost controls. Most importantly, we are prepared to begin immediately and align with the City’s processes, schedule expectations, and permit review priorities.

This approach allows the City to maintain its service standards while effectively managing the increased workload associated with this development.

We appreciate your consideration and welcome the opportunity to discuss how we can best support your team.

Sincerely,



Joe Kenney, PE, MBA
Municipal Service – Group Leader
joe.kenney@hrgreen.com / 773.710.2403

Emilio Miniscalco, AIA, CBO
Lead Plan Review Manager
eminiscalco@hrgreen.com / 630.712.9524



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Main 815.462.9324
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City of Joliet - Supplemental Building & Code Plan Review Services

1. PROJECT UNDERSTANDING

HR Green understands that the Rock Run Collection represents one of the most significant commercial developments currently underway in the City of Joliet. The project includes multiple phases of core and shell buildings, tenant fit-outs, and supporting infrastructure, all advancing on overlapping schedules with defined review timelines.

This volume and pace of submittals create a throughput challenge, not just a staffing need. Maintaining consistent, timely, and coordinated plan reviews is critical to:

- Keeping development on schedule
- Maintaining consistency in code interpretation
- Minimizing re-submittals and delays
- Supporting City staff in managing project review demands and coordination

Without a dedicated and coordinated review approach, the volume and overlap of submittals has the potential to create bottlenecks, inconsistent review comments, and schedule impacts across the development.

HR Green proposes a dedicated, project-specific plan review program to support the City in achieving these goals.

2. FIRM BACKGROUND & EXPERIENCE

HR Green is a full-service engineering consulting firm with over 100 years of continuous service to municipalities and public agencies. The firm operates from 19 offices nationwide, including multiple Illinois locations, and provides a full range of municipal services including building plan review, inspections, and development services.

Our Building & Code team includes more than 75 professionals nationwide, consisting of:

- ICC-certified plan reviewers and inspectors
- Licensed architects and engineers
- Certified Building Officials (CBOs)
- Specialized fire and life safety reviewers



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A key differentiator of HR Green is that approximately 70% of our staff have direct municipal experience, allowing us to operate seamlessly as an extension of City staff and understand the operational challenges municipalities face.

HR Green has been nationally recognized for supporting large-scale developments and has performed plan reviews for many of the nation's largest developers using fully electronic review platforms. We have maintained a 95%+ on-time turnaround rate across a wide range of residential, commercial, and mixed-use developments.

3. PROJECT APPROACH

HR Green will implement a dedicated review team and workflow specifically for the Rock Run Collection, ensuring that all submittals are processed efficiently and consistently.

Key Elements:

- Dedicated reviewers assigned by building type
- Consistent review staff across all submittals
- Concurrent multi-discipline reviews (architectural, structural, MEP, life safety)
- Single, coordinated comment letters
- Priority re-review queue

All Rock Run submittals will be processed through a dedicated review track, ensuring consistency, speed, and clear communication across all phases of development.

This approach allows HR Green to function as a single, coordinated review authority for Rock Run, reducing variability in comments and improving overall review efficiency.

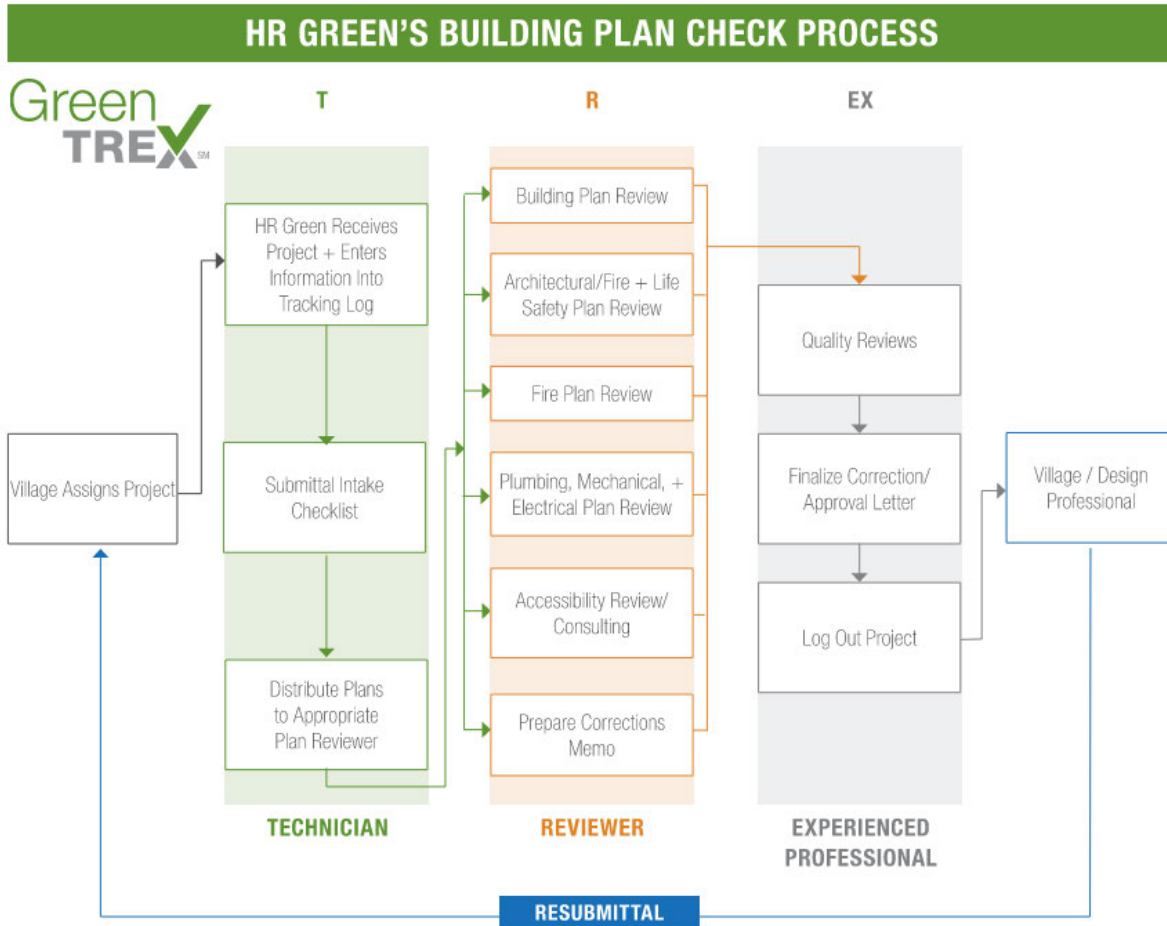
HR Green understands that all final permitting authority, interpretations, and approvals remain under the direction of the City of Joliet.

Plan Review Process (GreenTREx System)

HR Green utilizes its proven GreenTREx electronic plan review system, which allows:

- Concurrent review across disciplines
- Centralized tracking and document control
- QA/QC integration at each step
- Efficient intake, review, and resubmittal processing

This structured workflow ensures that each plan is processed efficiently and returned in a timely manner.



Workflow Summary

1. Submittal intake and logging
2. Assignment to dedicated reviewer
3. Concurrent discipline reviews
4. QA/QC review and coordination
5. Consolidated comment letter
6. Expedited re-review



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4. PROJECT TEAM

HR Green has assembled a highly experienced, senior-level team specifically for Rock Run.

Executive Oversight

Joe Kenney, PE, MBA

- Program oversight and resource alignment

Program Lead / Lead Plan Reviewer

Emilio Miniscalco, AIA, CBO

- Lead reviewer for complex commercial projects
- Primary plan review point of contact

Quality Assurance / Quality Control

Mike Puplava, CBO

- Ensures consistency and alignment with City standards

Senior Plan Review Team

- Ken Welch, CBO, MCP – Commercial / ADA / Code expertise
- Jim Dee, CBO, MCP – High-volume plan review expertise
- Jim Errico, Certified Fire Inspector – Fire & life safety expertise (as needed)
- Steve Schwarz, SE – Licensed IL Structural Engineer (as needed)
- Laura Dee, MM, LEHP – Certified Health Inspector (as needed)

Permit Coordination

Tina Williams, ICC-Certified Permit Technician

- Submittal intake, routing, tracking, and program-level reporting

Resumes for key team members are provided in the *Attachments*.

5. TURNAROUND TIME COMMITMENTS

HR Green has consistently achieved 95% on-time review performance through structured workflows and scalable staffing.



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Typical Turnaround Times:

Project Type	First Review	Re-Review
Commercial / Retail / Restaurant	5 business days	3 business days
Mixed-Use / Larger Commercial	7–10 business days	3–5 business days

- No limit on concurrent reviews
- Dedicated Rock Run queue ensures priority handling
- Expedited reviews available at no additional cost

6. SCOPE OF SERVICES

HR Green will provide full-service remote building and code plan review services for the Rock Run Collection, including:

Plan Review Services:

- Building (architectural) review
- Structural review
- Mechanical, electrical, plumbing (MEP) review
- Fire, life safety and health review
- Accessibility compliance

Additional Support:

- Comment coordination and consolidation
- Re-review of revised submittals
- Coordination with City staff as needed
- Optional participation in coordination meetings

7. FEE PROPOSAL (NOT-TO-EXCEED STRUCTURE)

HR Green proposes to provide services on a time-and-materials basis with defined Not-to-Exceed (NTE) limits.

Total Program NTE: \$211,000



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Cost Breakdown:

Category	Cost
Core & Shell Plan Reviews	~\$79,000
Tenant Build-out Plan Reviews	~\$70,000
Re-Reviews & Coordination Allowance	~\$37,000
Program Management & Coord (Plan Routing, Tracking, and Reporting)	~\$25,000

All services will be performed under the direction of the City of Joliet and coordinated through designated City staff.

Cost Control Measures:

- NTE established for overall program
- Project-level tracking maintained
- No work exceeding limits without authorization
- Transparent reporting throughout

Key Assumptions:

- Up to two (2) full review cycles per project (additional reviews performed on a time-and-materials basis, if required)
- Complete submittals
- No major redesigns
- Standard commercial code reviews

8. SCHEDULE ALIGNMENT

HR Green will align plan review services with the Rock Run permitting schedule, which includes multiple overlapping submittals and review cycles.

Our team will scale resources as needed to maintain:

- Consistent turnaround times
- Priority handling of resubmittals
- Alignment with City permit review schedules and project timelines



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HR Green will actively monitor submittal sequencing and review durations to identify and address potential bottlenecks before they impact the overall project schedule.

9. SUMMARY AND READY TO PROCEED

HR Green brings a unique combination of municipal perspective, technical expertise, and scalable resources to support the City of Joliet in managing the permit review demands associated with the Rock Run Collection development.

Our team understands the importance of maintaining consistent, timely, and coordinated plan reviews for a project of this scale and visibility. With a dedicated Rock Run review team, proven electronic workflows, and a deep bench of experienced ICC-certified professionals, we are positioned to provide immediate and reliable support as an extension of City staff.

We offer:

- A dedicated, project-specific review program
- Consistent reviewers to ensure uniform code interpretation
- Proven turnaround performance (95%+ on-time)
- Scalable staffing to match fluctuating submittal volume
- Clear, coordinated review comments to minimize re-submittals

HR Green is prepared to begin immediately and serve as a trusted extension of City staff to ensure the Rock Run development is reviewed efficiently, consistently, and without delay.

Attachments:

- Resumes
- Rock Run Development Project Map (as provided for NTE cost proposal)
- Time and Material (T&M) Cost Assumptions
- HR Green's Building Permit Process Mindset



Experience

44 Years

Education

BS, Architectural Studies,
University of Wisconsin

License / Certification

American Institute of
Architects (AIA), IL
#001-012763

ICC Certified Building
Official

**Performed prior to HR Green*

Emilio Miniscalco, AIA, CBO, ICC Certified

Lead Plan Review Manager

Emilio is a Licensed Architect and Certified Building Official with 44 years of experience in commercial, educational, residential, retail, municipal and medical facilities projects. He is responsible for regional business development, staff management, building plan examination, and special projects.

Emilio consistently demonstrates a relationship-based, solutions-oriented approach, establishing strong collaborations with municipal department personnel, building officials, clients, and project partners to streamline processes, reduce costs, and elevate service quality. His expertise encompasses all facets of building and site planning, including strategic project management, architectural design, building structural systems, environmental system design, construction means and methods, and the integration of current codes and technology. An award-winning architect, Emilio excels at guiding complex projects, plan reviews, and inspections, always with a focus on compliance, efficiency, and superior stakeholder experience. Emilio is adept in establishing relationships with department personnel, building officials, clients and team partners to resolve challenges, reduce costs and improve project efficiency.

Selected Project Experience

► Chief Plan Reviewer / Interim Certified Building Official, Village of Oak Park, IL

Emilio performed onsite day-to-day oversight and management and CBO duties of the HR Green team supporting Oak Park's building permit plan review and inspections. A primary role of this position was to ensure timely and effective permit plan review and issuance while providing responsive customer service. Prior to the Chief Plan Reviewer title, Emilio completed other management roles within the department supporting numerous projects Village-wide.

► Senior Project Manager/Architect, Wirtz Realty Corporation, IL*

Emilio managed the engineering, design and construction renovation projects as well as new construction developments for Wirtz Realty. He was responsible for providing leadership for capital investment and construction programs, and acted as governmental liaison with emphasis on high-rise mixed-use.

► Construction Manager, The Archdiocese of Chicago, IL*

Emilio was responsible for planning, directing, coordinating, and administering construction and development projects for the Archdiocese of Chicago Facilities and Construction Department. He led successful completion of a new 40,000 sq. ft. Parish Community Center at St. Aloysius Parish.

► Managing Director, Miniscalco Architects Ltd., IL*

Provided leadership for a full-service architectural firm with a comprehensive portfolio spanning assembly, municipal, commercial, industrial, medical, residential and specialized design projects. Designed and provided construction observation for 27,000 sq. ft. Village of Bensenville's Village Hall building.

► Deputy Director, Department of Code Administration and Historic Preservation, City of Elgin, IL*

Emilio was responsible for daily operations of the department under the direction of the Code Director. This department housed the City's operations pertaining to new construction and existing structures citywide, and the administration of the historic district. He was responsible for over 30 staff members including permit officers, engineers, inspectors, and health officials.



Joe Kenney, PE, MBA

Executive Oversight

Joe is a highly accomplished and results-driven municipal leader. He excels in supporting a wide range of public and private projects, consistently delivering successful outcomes from inception to completion. Throughout his career, Joe has held various leadership roles, showcasing a proven track record of building strong relationships and inspiring teams to achieve positive and consistent results.

Selected Project Experience

► Public Works Director

Joe led the vision, strategy, and execution for all facets of core infrastructure and facilities at the Village of Glenview, a northern suburb of Chicago with a population of nearly 50,000 residents. He supervised a team of 35 employees as well as consultants and contractors. His scope of accountability included potable water, sanitary and storm sewer systems, roadways, alleys, sidewalks, streetlights, parkway trees, and 40 Village facilities. Joe successfully administered an annual operating budget exceeding \$18 million.

► Facility Maintenance

Joe developed and executed a 10-year plan for Glenview's Facilities Repair and Replacement Fund, centered on the assessment of conditions at the Village's oldest facilities. He led the oversight of a \$6 million project to upgrade and renew the Village's Public Works Campus and, as Community Development Director, helped lead the design and buildout of a \$9 million addition to the former Police Department Headquarters to become the Village's Municipal Center.

► Community Development Director

Joe led Glenview's Planning, Inspectional Services (Building Department), Engineering and Capital Projects divisions. As Director, Joe was actively involved in day-to-day activities of all local public and private projects providing direction to Village staff and consultants with a focus on keeping projects on-track.

► Capital Improvement Program (CIP)

As Public Works Director, and earlier as Community Development Director, Joe was responsible for planning and implementing Glenview's five-year CIP which included more than \$120 million investments in local infrastructure projects.

► Public Outreach

Joe has presented to numerous neighborhood groups along with local Boards, Commissions, and other interest groups on various infrastructure projects and topics. He enjoys engaging with the public and relaying complex ideas in understandable language while staying engaged with stakeholders throughout the process.

► Major Development Oversight

- **Astellas Redevelopment (former Allstate Headquarters) – Glenview, IL (2022)*:** As Public Works Director, Joe played a key role in the development review and approval of a \$500M+ project on the former 232-acre Allstate headquarters site.
- **The Glen Redevelopment – Glenview, IL*:** As Engineering Plan Review Division Manager, Joe led the team responsible for reviewing private development within *The Glen*, a Village-managed, 1,100+ acre mixed-use redevelopment of the former Glenview Naval Air Station.

Experience

27 Years

Education

MBA, Lake Forest Graduate School of Management

BS, Civil Engineering, Marquette University

Registration / License

Professional Engineer, IL #062-056256

**Performed prior to HR Green*



Michael Puplava, CBO, ICC IRC/IBC Certified

Quality Assurance / Quality Control

Mike brings ICC certifications in Commercial, Residential, Plumbing and Mechanical inspections but is also certified through the Illinois State Board of Education to perform inspection on public school projects. Additionally, Mike has unique Emergency Management training in damage assessment. He also has earned National Incident Management System certifications in Introduction to Incident Command Systems, ICS for Single Resources and Initial Action Incidents, Intermediate ICS for Expanding Incidents National Incident Management System Introduction and National Response Framework Introduction. Mike worked as a Senior Building Inspector for the Village of Barrington and as a Building Inspector for McHenry County. He is also a licensed home inspector for the State of Illinois.

EXPERIENCE

24 Years

EDUCATION

College coursework

Mid-America Carpenters
Apprenticeship

Regional Council
Apprentice and Training
Program

REGISTRATION / LICENSE

Certified Building Official

ICC Certified Residential
Building Inspector

ICC Certified Residential
Electrical Inspector

ICC Certified Residential
Plumbing Inspector

ICC Certified Residential
Mechanical Inspector

ICC Certified Commercial
Building Inspector

Illinois State Board of
Education Certified

Building Inspector Certified
in NIMS 100, 200, 300,
700 and 800 through the
Department of Homeland
Security

Damage assessment
training: Illinois Emergency

SELECTED PROJECT EXPERIENCE

▶ On-Call Building Inspection & Plan Review Services, Village of Ringwood

Responsibilities include general plan review and building inspections for residential, commercial and industrial projects within the Village of Ringwood. Projects have included additions and renovations to the Dow Chemical and AAL Chem industrial buildings, Huntsman commercial building addition, Greenway Storage facility and new single family residence construction for Glacial Trails and Pioneer Oaks housing developments.

▶ On-Call Building Inspection & Plan Review Services, Village of Johnsburg

Responsibilities include general plan review and building inspections for residential, commercial and industrial projects within the Village of Johnsburg. Projects have included new construction of Discount Tire and Dunkin Donuts commercial buildings, construction of Berkshire Communities building 55, renovations to Wal-Mart and new single-family construction for Dutch Creek Estates, Running Brook Farm and Whispering Ridge housing developments.

▶ On-Call Building Inspection Services, City of Des Plaines

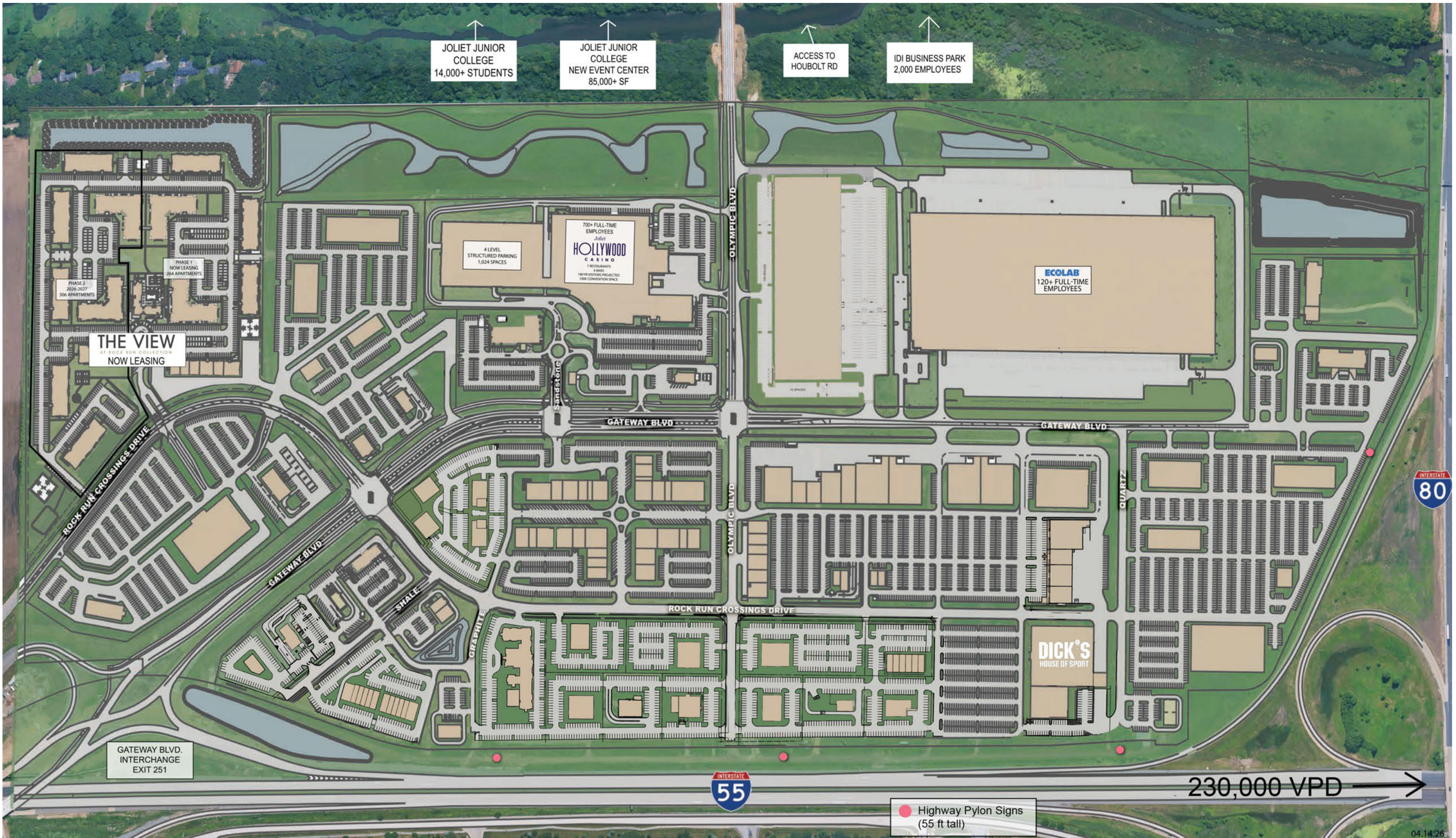
Responsibilities include building inspections for new construction, additions and remodeling of residential, commercial and industrial projects within the City of Des Plaines. Projects have included new construction of the Welkin Apartments complex, Avid Hotel Chicago and Holiday Inn Express & Suites Chicago, renovations and additions to Rivers Casino, Wyndham Hotel Chicago O'Hare and Abbott Molecular.

▶ On-Call Building Plan Review Services, Village of Oak Park

Responsibilities include general building inspections for new construction, additions and remodeling of residential, commercial and industrial projects within the Village of Oak Park. Projects have included American House Senior Living Communities building and various residential and commercial renovations.

▶ On-Call Building Plan Review Services, Village of Palos Park

Responsibilities include general plan review for new construction, additions and remodeling of residential commercial and industrial projects within the Village of Palos Park. Projects have included various new construction and renovation of large singlefamily residences.



04.14.26

ROCKRUN COLLECTION

Joliet, IL – Rock Run Collection**Time and Material (T&M) Cost Basis and Assumptions**

April 2026

The following summarizes the basis of HR Green's Not-to-Exceed (NTE) cost for plan review services associated with the Rock Run Collection development. These estimates are based on the current development program, anticipated submittal volumes, and typical plan review effort for similar commercial and mixed-use projects.

HR Green Bill Rates:

Personnel	Bill Rate
IL Licensed Architect / Structural / Professional Engineer	\$220 per hour
ICC Master Code Professional / Certified Building Official	\$185 per hour
ICC-Certified Plan Reviewer	\$160 per hour
IDPH Licensed Plumbing / Health Review	\$160 per hour
ICC-Certified Permit Technician / Admin	\$135 per hour

Core & Shell Plan Reviews:

Building	SF	Type	Est. Hours	Avg. Rate	Subtotal
Power Center	—	Large Commercial	65	\$175	\$11,375
Building E	88,526	Large Retail	55	\$175	\$9,625
Building F	23,800	Retail	32	\$165	\$5,280
Building G	34,900	Retail	38	\$170	\$6,460
Building H	4,300	Restaurant/Small Retail	22	\$165	\$3,630
Building I	3,600	Restaurant/Small Retail	20	\$165	\$3,300
Building J	44,000	Large Retail	45	\$170	\$7,650
Building A	24,600	Retail	32	\$165	\$5,280
Building B	29,300	Retail	35	\$170	\$5,950
Building C	38,900	Retail	40	\$170	\$6,800
Building D	30,600	Retail	36	\$170	\$6,120
DHOS Shell	—	Specialty	45	\$170	\$7,650

Subtotal (Core & Shell): ~\$79,120 (Use \$79,000)

Tenant Build-out Reviews:

Tenant fit-out estimates are based on anticipated tenant mix and typical plan review effort by square footage.

Category	Qty	Avg SF	Est. Hours	Avg. Rate	Subtotal
Small Retail (<5K SF)	12	~3,500	12	\$160	\$23,040
Mid Retail (5K–10K SF)	8	~6,500	16	\$165	\$21,120
Large Retail (>10K SF)	7	~15K	22	\$165	\$25,410

Subtotal (Tenant Reviews): ~\$69,570 (Use \$70,000)

Re-Reviews & Coordination Allowance:

- Above assumes two (2) full plan review cycles, this allowance will be utilized for additional reviews (beyond two), plan review changes after permit and other Plan Reviewer/Architect coordination outside the plan review cycle
- Add ~25% (assumption based upon Rock Run Development size and scope)

Sub-total (Plan Review Allowance): \$37,000

Program Management & Coordination (Plan Routing, Tracking, and Reporting):

This effort supports ongoing coordination, schedule tracking, and communication across all Rock Run submittals.

Component	Hours	Rate	Subtotal
Routing	37	\$135	\$4,995
Weekly Coordination	150	\$135	\$20,250

Subtotal (Program Management & Coordination): ~\$25,250 (Use \$25,000)

Cost Breakdown Summary:

Category	Totals-
Core & Shell Plan Reviews	\$79,000
Tenant Build-out Plan Reviews	\$70,000
Re-Reviews & Coordination Allowance	\$37,000
Program Management & Coordination	\$25,000

Total Not-to-Exceed (NTE): \$211,000

Building Permit Process Mindset: Making Permitting Easier and More Predictable

A successful building department is not only defined by meeting plan review turnaround-time targets — it is defined by how smoothly projects move from submittal to approval. The goal is a permitting process that is clear, efficient, consistent, applicant-friendly, and protective of life-safety and code compliance. **These practices are intended to support both staff workload and applicant success, creating a process that is fair, efficient, and predictable for everyone involved.**

1. Turnaround Time Is Only One Metric

Plan review timelines matter, but applicants judge the process by how predictable and efficient it feels. An equal measure of success is: *how many review cycles it takes to get approved?*

2. Track the Number of Plan Resubmittals

A strong operational goal is that most permits (90% or more) are approved as-noted after two review cycles. Track total reviews per permit, common repeat issues, and frequency of “*third, fourth, fifth*” submittals.

3. Focus Plan Review on Core Priorities

Plan reviews should concentrate on zoning compliance, life-safety, accessibility, and confirmation that current adopted codes are being applied. Clear, solution-oriented comments reduce confusion and resubmittals. Remember: the Architect of Record remains responsible for the completeness and correctness of the plans – *not the plan reviewer*.

4. Don't Let Incomplete Plans Enter the Review Queue

Poor-quality or incomplete plans consume reviewer time and delay other projects – *penalizing everyone*. A quick intake screening step by someone familiar with the requirements helps prevent this. Checklists can also help confirm complete submittals.

5. Empower Staff to Reject Incomplete or Non-compliant Submittals Up Front

Clerks or reviewers should have authority to mark submittals as “*not accepted*” if required elements are missing or plan quality is poor. This keeps the queue clean and helps applicants understand expectations early.

6. The Result: A More Predictable, Less Burdensome System

Reducing friction, minimizing repeat cycles, and maintaining strong compliance standards improves the applicant experience dramatically. Applicants want *predictability, clarity, no surprises, and fewer submissions*. At the same time, these improvements reduce unnecessary burden on reviewers and help staff focus on the work that matters most.

Successful permitting is not just about speed — it is about reducing friction, minimizing repeat cycles, and ensuring applicants can reach approval efficiently while maintaining strong life-safety and code compliance standards.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 262-26

File ID: 262-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/05/2026

Department: Public Works

Final Action:

Title: Approval of a Professional Services Agreement with Strand Associates Inc., International Code Council (ICC) and HR Green, for On-Call Development Review for the Rock Run Collection Development

Agenda Date: 05/19/2026

Agenda Number:

Attachments: 26-04-21.Joliet_Rock Run Development Reviews Proposal.pdf, Agreement for Professional Services_Bridge Program Mgr.pdf, ICC Proposal__Redacted.pdf, Joliet Supplemental Building Plan Review HRG.pdf

Entered by: smikos@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/6/2026	Greg Ruddy	Approve	5/8/2026
1	2	5/7/2026	Kevin Sing	Approve	5/8/2026
1	3	5/7/2026	Todd Lenzie	Approve	5/11/2026
1	4	5/15/2026	Beth Beatty	Approve	5/11/2026



Memo

File #: 263-26

Agenda Date: 5/19/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of Change Order No. 3 for the Lead Service Line Replacement Phase 4 Contract to Stip Bros. Excavating Inc. in the Amount of \$89,410.00

BACKGROUND:

On February 23, 2023, the Mayor and City Council awarded a Contract for the Lead Service Line Replacement Phase 4 project, in the amount of \$1,051,700.25, on behalf of Stip Bros. Excavating Inc., based on the Unit Prices provided in their bid. Change Order No. 1 was previously approved for \$111,800.00 on February 18, 2025. Change Order No. 2 was previously approved for \$95,750.00 on May 6, 2025.

The Public Service Committee will review this matter.

CONCLUSION:

Change Order No. 3 is a change order with a net increase in the amount of \$89,410.00 and is based on the projected additional quantities of pay items planned to be installed to complete additional lead service line replacements. The goal of the Phase 4 Lead Service Line Replacement Program is to replace lead water services disturbed during leak repair and to replace lead water services identified during inventory inspections. This contract is generally an on-call contract to replace lead services as they are identified in the field. The proposed quantity adjustments cover completed work to date and provide an additional amount for potential future work performed under those pay items order for the following:

- Project management
- Water service line type L, 1-inch
- Water service connection on private property - basement / crawl space
- Restoration of lawns and parkways

Also included in this change order is a time extension for extension of the contract.

Sufficient funds are available for this project in the IEPA Loan Fund / Lead Service Line Replacement Phase 4 (Org 53680000, Object 557200, \$89,410.00). This loan is 100% principal forgiveness.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 3 to the Lead Service Line Replacement Phase 4 Contract, in the amount of \$89,410.00, to Stip Bros. Excavating Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 263-26

File ID: 263-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/06/2026

Department: Public Utilities

Final Action:

Title: Approval of Change Order No. 3 for the Lead Service Line Replacement Phase 4 Contract to Stip Bros. Excavating Inc. in the Amount of \$89,410.00

Agenda Date: 05/19/2026

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/6/2026	Allison Swisher	Approve	5/8/2026
1	2	5/7/2026	Kevin Sing	Approve	5/8/2026
1	3	5/7/2026	Todd Lenzie	Approve	5/11/2026
1	4	5/15/2026	Beth Beatty	Approve	5/11/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 286-26

Agenda Date: 5/19/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Accepting an Easement Agreement from ComEd for the Glenwood and West Acres Water Main Improvement Project (Glenwood Avenue, Just East of Hammes Avenue)

BACKGROUND:

The Glenwood and West Acres Water Main Improvement project is part of the 2026 Water Main Improvement Program. To construct this project an easement agreement with ComEd is required for the water main that will cross the ComEd right-of-way along Glenwood Avenue, just east of Hammes Avenue.

The Public Service Committee will review this matter.

CONCLUSION:

ComEd has provided their standard easement agreement for this work. A one-time easement fee of \$8,729.94 is required.

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$8,729.94).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the attached Resolution accepting the easement agreement from ComEd for the Glenwood and West Acres Water Main Improvement Project (Glenwood Avenue, just east of Hammes Avenue).

RESOLUTION NO.

**RESOLUTION ACCEPTING AN EASEMENT AGREEMENT FROM COMED FOR THE
GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENT PROJECT
(GLENWOOD AVENUE, JUST EAST OF HAMMES AVENUE)**

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

SECTION 1: The Mayor and City Council hereby approve the Easement Agreement from ComEd for the Glenwood and West Acres Water Main Improvement Project.

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

SECTION 3: Payment for the easement agreement in the amount of \$8,729.94 is authorized.

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

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

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

PASSED this _____ day of _____, 2026

MAYOR

CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____

This Document was Prepared by:
Ericka Irby
ComEd Sr. Real Estate Representative
Real Estate & Facilities

When Recorded, Return to:
Ericka Irby, Sr. Real Estate Representative
ComEd
3 Lincoln Centre – 4th Floor
Oakbrook Terrace, IL 60181
779-231-0633

WATER MAIN EASEMENT AGREEMENT

THIS Sanitary Sewer Easement Agreement (“Easement”) is made as of this ___ day of _____, 2026, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantor”), with a mailing address of 3 Lincoln Centre, 4th Floor, Oakbrook Terrace, Illinois 60181, and City of Joliet, with a mailing address of 150 W Jefferson St., Joliet, Illinois 60432 (“Grantee”).

RECITALS:

A. Grantor is the owner of a parcel of land in Joliet, IL., County of Will and State of Illinois, commonly known as Joliet-Tiedtville R/W; Will County-Joliet R/W; PIN: 30-07-07-125-047-0000, described in Exhibit A attached hereto and made a part hereof (“Grantor’s Property”).

B. Grantor utilizes Grantor’s Property for Grantor’s own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor’s equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor’s Property (collectively, “Grantor’s Operations”).

C. Grantee desires to install a(n) twelve-inch (12”) water main and the removal of existing sixteen-inch (16”) and eight-inch (8”) water mains along a center line across Grantor’s Property in the location shown on the diagram attached hereto as Exhibit B (for the purposes of this Easement, the “Easement Premises” shall be a strip of land twelve feet (12’) wide and laying six feet (6’) along either side of the water line’s center line by two hundred fifty feet (250’) as shown on the diagram attached hereto as Exhibit B).

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and lawful consideration, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever: construction and maintenance of a(n) twelve-inch (12”) water main in substantial conformity with the engineering plan sheets C004, C029, C033, C034 & C035, prepared by Baxter & Woodman Consulting Engineers, dated 12/12/25 and known as GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS attached hereto as Exhibit B and made a part hereof .(hereinafter referred to as the “Facilities”).

2. Grantee’s Use. The following general conditions shall apply to Grantee’s use of the Easement Premises:

(a) Grantee shall procure and maintain at its own expense, prior to entry upon Grantor’s Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, placement, use and operation of the Easement Premises and the Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee’s operations thereon. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor’s Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor’s prior written consent, which consent may be granted or withheld in Grantor’s sole discretion.

(b) In the event any aspect of Grantee’s construction, placement, maintenance, repair, use or operation of the Easement Premises and the Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of the Facilities from Grantor’s Property if required, within the lesser of (i) thirty (30) days from Grantee’s notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee’s use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor’s Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee’s obligations and liabilities to Grantor under this Easement with respect to the Easement Premises and the Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of the Facilities, and Grantee shall be and remain liable to Grantor for the installation and operation of the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee’s failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its

lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual, unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5(b), Grantee's sole and exclusive remedy against Grantor shall be seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Easement Premises and the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such ten (10) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Easement Premises and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the

additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within thirty (30) days after the termination of this Easement for any reason, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of the Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of the Facilities. In the event Grantee fails to so remove the Facilities and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of the Facilities without any duty to account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing the Facilities, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within thirty (30) days after the termination of this Easement shall be conclusively deemed to have been abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance (excluding only routine maintenance), repair, relocation, replacement or removal of the Easement and the Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 11 hereof.

(c) Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (including routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone the commencement of its work until such time as Grantor has completed any and all such protective work. Any cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.

(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor estimates (as set forth in a written notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. Prior to performing any such grading, leveling, digging or excavation work on the Easement Premises (which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to the notice required under subparagraph (c) above) notify Grantor's Regional Right of Way Agent in Channahon, Illinois, telephone number (224) 244-1826, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities.

Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of the Easement Premises and the Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising out of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to the Easement Premises and/or the Facilities and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to the Easement Premises and/or the Facilities:

(i) Grantee agrees that the Facilities will be installed in strict conformity with the plans attached hereto as Exhibit B.

(ii) Should any proposed changes to the Easement Premises and/or the Facilities be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Where the Facilities cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Easement Premises so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased in excess of eight (8) inches above or below the existing grade level of the Easement Premises as of the date hereof.

(vi) Grantee agrees that all of Grantor's Property as affected by the construction of the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration

requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time. [OPTIONAL: A copy of Grantor's current fencing and locking rules, regulations and guidelines is attached hereto as Exhibit ____.]

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in Subsection 8(a) above), Grantor may require that barricades ("Barricades") be installed on the Easement Premises in order to protect Grantor's Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor's sole option): (i) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (ii) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor's reasonable estimate of the cost of such installation of the Barricades. [OPTIONAL: Grantee shall install, maintain and operate such Barricades in strict compliance with any and all rules, regulations and guidelines regarding barricades which Grantor may deliver to Grantee from time to time prior to or during the Term. [FURTHER OPTION: A copy of Grantor's current barricading rules, regulations and guidelines is attached hereto as Exhibit ____].]

9. Covenants of Grantee. Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of the Easement Premises and/or the Facilities on Grantor's Property and, at Grantor's request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause the Easement Premises and the Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor's Property in connection with the Easement Premises and/or the Facilities or Grantee's use or occupancy of Grantor's Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days' written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install the Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor's Operations. Within fifteen (15) days after Grantor's demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor's equipment or facilities or costs arising from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Easement Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor's written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments "for" or "with respect to" any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

Grantee hereby covenants and agrees that Grantee shall, no later than the "Tax Exemption Date" (as hereinafter defined), at Grantee's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Easement Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable law. In the event that Grantee is successful in obtaining any such real estate tax exemption for the Easement Premises, then Grantee shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Easement is in effect (and Grantee shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Grantee is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Easement Premises, then Grantee shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Grantor so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Easement, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Easement is executed and delivered.]

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use the Easement Premises and/or the Facilities and shall provide Grantor with a properly executed release of this Easement.

10. General Indemnity. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") 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 any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("Grantee Parties") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workman's 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).

11. Waiver. Any entry onto Grantor's Property by Grantee Parties shall be at such parties' sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance. Grantee agrees to require its contractors, before commencing any work on the Easement Premises to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, –and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (04 13)) covering all contractors, subcontractors and all their subcontractors with limits not less than Five Million dollars (\$5,000,000.00) per occurrence covering liability for bodily injury

and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$5,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Grantee may substitute lower limits for any of the policies listed above, provided that Grantee maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$5,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Easement Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Grantee and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least two million dollars (\$2,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Grantor shall be included as an additional insured and the policy shall be primary with respect to Grantor as the additional insured.

There shall be furnished to Grantor, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph and shall be delivered to Grantor upon written request. Insurance coverage as required herein shall be kept in force until all work has been completed. Grantee will provide proof the coverages afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Exelon.

Grantee shall provide evidence of the required insurance coverage under Coverage #2 and #3, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #2 and #3 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain.

Insurance coverage provided by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any

policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Grantor
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Grantor hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Grantee and/or its contractors.

WAIVER OF SUBROGATION

Grantee and its contractors shall waive all rights of subrogation against Grantor under those policies procured in accordance with this Easement.

13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied, assessed or asserted by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency

Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Substances affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after notice thereof from Grantor; or

(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grantee shall fail to complete construction of the Facilities on or before twelve months after the date of this Easement or shall fail to operate or maintain the Facilities for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) terminate this Easement and all rights and privileges of Grantee under this Easement by written notice to Grantee; or

(b) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate of nine (9%) percent and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or

(c) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor:

Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767
Attn: Director of Real Estate Services

with a copy to:

Exelon Business Services Company
Law Department
P.O. Box 805379
Chicago, Illinois 60680-5379
Attn: Assistant General Counsel – Real Estate

If to Grantee:

City of Joliet
150 W Jefferson St.
Joliet, IL 60432
Attn: Allison Swisher
Director of Public Utilities

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

17. No Assignment by Grantee. This Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantee's Property and Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole and exclusive discretion. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property and Grantee's Property, from time to time. For purposes of this Easement, any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Grantee shall constitute an assignment of this Easement, and shall be subject to the terms and provisions of this Section 17. For purposes hereof, a "controlling" interest in Grantee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Grantee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Grantee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

18. Entire Agreement. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

19. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

20. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

21. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

22. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

23. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

24. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

25. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

26. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

27. Counterparts. This Easement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

28. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

29. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

30. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission ("Commission") and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission's or other governmental authority's approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authority's approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

31. Labor Relations. Neither Grantee nor any of Grantee's authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of Grantor's Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor's Property by Grantor or other lessees or occupants of Grantor's Property. In the event of such interference

or conflict, upon Grantor's request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor's Property immediately.

32. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor's electrical transmission facilities located in or on the Grantor's Property is transferred or assigned by Grantor to an independent system operator ("ISO") or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor's rights under this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

COMMONWEALTH EDISON COMPANY

By: _____

City of Joliet

By: _____
Print Name: _____
Title: _____

SCHEDULE OF EXHIBITS

- A Legal description of Grantor's Property
- B Easement Premises
- C Additional Conditions

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of COMMONWEALTH EDISON COMPANY, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such _____, (s)he signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

Commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument pursuant to authority given by the _____ of such _____, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such _____, for the uses and purposes therein set forth.

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

Notary Public

Commission expires: _____

EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

JOLIET-TIEDTVILLE R/W & WILL COUNTY-JOLIET R/W

SECTION 07, TOWNSHIP 35 N, RANGE 10 E

JOLIET TOWNSHIP, WILL COUNTY, IL

PIN NO: 30-07-07-125-047-0000

EXHIBIT B TO EASEMENT AGREEMENT

EASEMENT PREMISES

See attached,

02.2401619-GLENWOOD WEST ACRES

EXHIBIT C TO EASEMENT AGREEMENT

ADDITIONAL CONDITIONS

The Petitioner must adhere to the following criteria:

1. Ensure that the work scope and potential new scope of work will not encroach upon ComEd's required clearances of the existing ComEd overhead and/or underground facilities and remain within 15' of any distribution infrastructure, a minimum of 3' below transmission and/or distribution infrastructure, then ComEd sees no conflicts with the proposed work. If work does encroach onto the required clearance of the existing ComEd overhead facilities, then it will be the sole financial responsibility of the requester to replace, repair and or restore any and all ComEd facilities ensuring to stay within proper clearances and guidelines set by both the Environmental and ComEd's standards
2. Prior to digging, excavating, or re-grading work, the normal JULIE or DIGGER process must be followed.
3. A joint walk-down should be scheduled prior to construction between Adesta (AUS) Technology and the construction contractor by contacting Bob Sullivan (630) 272-9245 at Adesta (AUS) Technology to determine if the cable requires protection or needs to be relocated.
4. Surveys of fiber vaults in parcels will need to be staked out prior to any construction start.
5. If construction plans require us to protect, modify, or move any fiber optic facilities either underground or overhead, it will be done at the sole expense of the requester.
6. We should retain access rights to use and maintain all parts of the fiber optic cable.
7. Petitioner cannot plant or allow any vegetation to grow over 10 feet tall on transmission ROW and under transmission lines.
8. If during our cycle maintenance, we find vegetation over 10 feet we will give them 21 days to mitigate the issue if after that we will remove and expect reimbursement for charges.
9. Petitioner, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements and Landlord's vegetation management practices and procedures in effect from time to time during the Term.
10. ComEd must maintain the capability to ultimately install an underground conduit package in this Right of Way for future underground 12kV feeders fed from TDC436 Hillcrest. This request should not interfere with the possible station feeder exit or expansion. Petitioner to provide proper clearance to all ComEd facilities. All overhead and underground rights to be retained on the section of the ROW and ComEd must have access to these facilities.
11. The City of Joliet water main project must maintain the proper clearances from the existing and ultimate transmission facilities. For any work occurring in the ROW, the Petitioner must follow the safety requirements for working in the vicinity of electric transmission facilities. These requirements will help to provide for the maintenance as well as the safe and effective operation of ComEd's transmission facilities.
12. Engineering review was completed using plans titled "CITY OF JOLIET, ILLINOIS GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS CITY OF JOLIET CONTRACT NO. 2930-0126 WATER MAIN REPLACEMENT IEPA LOAN NO. L17-6077," revised 4/9/26. If the final design deviates from these plans (or any additional facilities are planned to be installed), **revised plans must be sent to ComEd Engineering** for review and comments before any work is performed.

13. Please note that abandonment of retired facilities is not permitted within ComEd property. Any provisions for future retirement and removal shall be considered at this time.
14. A ComEd T&S individual will be provided as a single point of contact during the duration of the construction period. Please contact Tina Kowalcyk 1+224-244-1826 a minimum of 48 hours prior to the start and upon completion of the project.
15. Subsurface utility installations and excavations shall be a minimum of fifteen (15) feet away from the edge of any transmission structure foundation or embedded pole.
16. The edge of any workspace or laydown area shall not encroach closer than fifteen (15) feet from the edge of any transmission structure foundation or embedded pole. **No material or equipment should enter into this fifteen (15) foot buffer area around the edge of each structure. This note should be added to any construction drawings.**
17. Timing of construction shall be coordinated with ComEd to ensure no conflicts with other projects.
18. The Petitioner is advised that venting of any pipe contents is not permitted under the ComEd overhead transmission facilities. The Petitioner shall contact the Overhead Transmission Engineering department if the above note cannot be adhered to.
19. The petitioner and/or its contractor are advised that if heavy snow, rains and/or a large amount of water enters the excavation site and/or pooling occurs within the excavation site, the Overhead Transmission engineering department must be contacted for further instructions.
20. The petitioner and/or its contractor must place barriers if the excavated area must remain open overnight.
21. The petitioner and/or its contractor cannot place obstructions on ComEd property that will restrict our ability to access, operate and maintain existing and future transmission and distribution facilities.
22. The petitioner and/or its contractor cannot leave construction equipment and materials on ComEd Property when there is no work activity.
23. The petitioner and/or its contractor may not place excavated spoil within the 15-foot restriction zone at any time. Spoil piles must be no taller than 5'. Under no circumstances may any vehicle drive on top of spoils.
24. It is suggested that the Petitioner and/or their contractor ground any exposed pipe and/or equipment during all work on the ComEd right-of-way to protect against induced voltages.
25. The Petitioner is responsible for its own research and implementation, if necessary, of cathodic protection and grounding of the proposed facilities due to any existing and future ComEd equipment, and any incurred costs associated with protection or corrosion for any reason. The petitioner shall indemnify ComEd of any damage caused by induced voltages.
26. The Petitioner cannot change grade within the right-of-way. The Petitioner must ensure that the existing drainage is not adversely affected, storm water does not pool on the R/W or adjacent properties and ComEd NESC safety clearances are not violated. Spreading of excavation spoils is not permitted.
27. Any equipment cannot exceed fourteen (14) feet in height on the ComEd Transmission ROW during mobilization or travel.
28. When working in the vicinity of ComEd's electric transmission lines during the installation, ComEd requires minimum of twenty (20) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment for the Petitioner's contractor and ComEd's existing 138,000 volt electric transmission conductors and a minimum of thirty (30) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment for the Petitioner's contractor and ComEd's existing 345,000 volt electric transmission conductors. **Under no circumstances should truck beds be raised underneath ComEd transmission lines. This note should be added to any construction drawings.**

29. If the petitioner and/or its contractor determines a line outage will be required to safely work within the vicinity of the existing Overhead Transmission facilities a minimum of a 16-week prior notification will be required. The outage dates cannot be guaranteed due to system concerns and/or weather conditions. The petitioner is responsible for any costs associated with outages and their coordination. Outages on the overhead transmission facilities will not be permitted between the months of May 15 and September 15.
30. The Petitioner's facilities on ComEd's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand ComEd construction traffic.
31. The Petitioner must be made aware that the Company does use heavy equipment and cannot be responsible for any damage to the Petitioner's facilities that may occur due to the Company's right to access our property to operate and maintain new and existing transmission and distribution facilities.
32. Upon completion of the petitioner's project, the Petitioner must remove any equipment, construction debris and material from the right-of-way and restore any other disturbed areas of the right-of-way to their pre-construction condition.
33. ComEd's Environmental Services Department (ESD) approves this request from an environmental perspective with the below comments. **Note: The items in red must be submitted to ESD for review and approval as indicated. Grantee is responsible for all costs associated with any of the noted requirements (consulting, permitting, clean-up, sampling, audit, restoration, etc.).**

Agreement Requirements

1. The property may only be used for the stated purposes of the installation of a 12-inch-diameter water main, removal/abandonment of existing 8-inch and 16-inch water mains, and associated exploratory potholing, as submitted in the plans entitled, "CITY OF JOLIET, ILLINOIS GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS CITY OF JOLIET CONTRACT NO. 2930-0126 WATER MAIN REPLACEMENT IEPA LOAN NO. L17-6077," dated December 12, 2025, plotted December 18, 2025. **Any revision to the plans must be submitted to ESD for review and approval. Grantee must submit a formal request to ComEd Real Estate and obtain written approval from ESD for any other proposed uses of ComEd property.**
2. Grantee will be held responsible for future maintenance of the water main. This includes keeping the ComEd Right-of-Way (ROW) free of garbage, debris, and any third-party dumping. If third-party dumping occurs on or around the agreement area, Grantee must notify ComEd immediately or be held responsible for cleanup of any illegally dumped materials.
3. ComEd anticipates that any leaks, spills, overflow, or similar will be addressed immediately by Grantee at their expense. In the event of a leak/spill on ComEd property, Grantee must notify ComEd within 24 hours and provide a written report within 5 business days.
4. Without prior authorization from ESD, Grantee is not permitted to develop the unpaved areas or change the grade of the subject property in any way other than what was submitted in this request. This includes activities of adding gravel or other fill material to the ComEd property.
5. No hazardous materials, including petroleum products, may be stored, used, or transferred on ComEd property. Vehicles and equipment containing petroleum products may be driven on ComEd property but may not be stored or parked on ComEd property.

Construction Project Requirements

6. All construction equipment must be free of leaks, and any leaks of oils or chemicals that occur must be cleaned up immediately and reported to the appropriate agencies as needed.

7. Daily equipment inspections must be conducted to verify proper working condition before equipment use on ComEd property. Written records of equipment inspections must be available to ESD upon request.
8. No construction, demolition, or equipment staging is permitted on ComEd-owned property.
9. Concrete washout activities are prohibited on ComEd property.
10. Vehicle and equipment fueling is prohibited on ComEd property.
11. A spill kit of appropriate size must be present and accessible at all times during construction activities on ComEd property.
12. In the event that drain tiles are damaged, Grantee shall repair or replace, as appropriate, the damaged drain tiles and accept responsibility for any adverse drainage issues and related damages that may arise.
13. ESD must provide written authorization for the discharge from excavation dewatering activities on ComEd property. If approved, dewatering activities must be conducted in accordance with Illinois Urban Manual (IUM) guidelines.

Excavation, Spoils and Materials

14. If the project requires removal of soil or waste from ComEd property, including hydrovac spoils, this must be removed by a ComEd Environmental Contractor of Choice (ECOC) and taken to a ComEd approved landfill. It is prohibited to dispose of any like material at a Clean Construction or Demolition Debris (CCDD) landfill. A list of ECOCs is enclosed with this letter.
15. Grading of excess soil is prohibited on ComEd property.
16. If the project requires additional soil and gravel, only certified “clean” fill shall be used. The source of the clean fill must be approved by ESD. For approval, the following conditions must be met:
 - a. A certificate of virgin material must be obtained from the source of any aggregate material.
 - b. Soils must be certified clean by the source and/or analyzed every 500 cubic yards for total concentrations of the comprehensive suite of parameters listed in Title 35 Illinois Administrative Code (35 IAC) Part 740, Site Remediation Program (SRP) Appendix A, Target Compound List (TCL), and verified to meet the Illinois Environmental Protection Agency’s (IEPA’s) CCDD Fill Operations and Uncontaminated Soil Fill Operations standards (35 IAC Part 1100), Maximum Allowable Concentrations (MACs).
17. Stratification of soil horizons is required for all excavation, backfilling, and restoration activities.
18. All soil must be managed in accordance with IUM guidelines.
19. No construction debris, soil, fill material, or spoils may be stored on ComEd property.
20. Environmental sampling is not permitted on ComEd property without written approval and guidance by ESD.
- 21. If proposed jacking methods will utilize drilling fluids, Grantee must submit an inadvertent return plan for ESD’s review and approval.**

Environmental Regulations and Permits

22. All applicable regulations must be followed, including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control (SESC) Plan to minimize sediment pollution in stormwater runoff, as well as any other required practices. If the plans change, a revision must be sent to ESD.
23. All applicable environmental permits must be obtained, including National Pollutant Discharge Elimination System (NPDES) stormwater permits, as well as any other applicable environmental permits.
- 24. Grantee must submit copies of all required environmental permits to ESD prior to project**

start, including an IEPA NPDES ILR10 Construction Permit.

25. Requirements of all permits must be followed which could include site monitoring, reporting, and restoration extending well beyond the construction time period.
26. Grantee must follow all applicable environmental laws and regulations including those not specifically mentioned herein.

Condition of Property

27. Any damage caused by Grantee, Grantee's (sub)contractors, or Grantee's guests must be repaired immediately at Grantee's expense.
28. Grantee must provide full restoration of ComEd property when the project is complete, excepting completed improvements, including seeding as necessary.
- 29. Grantee must provide documentation of the property after project completion, including an as-built topographic survey, post-restoration photographs, and a .kmz file of the asbuilt improvements.**

Should ComEd request the following materials in the future, Grantee must be prepared to provide the following information to ComEd (please reference Project Code SR 6690516 in any communications with ComEd):

30. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, endangered species impacts, etc.).
31. A copy of the environmental permit applications for the project.
32. A copy of any environmental reports required by the permits.
34. Copies of certificates of clean fill.
35. Inspection records.

Exhibit B

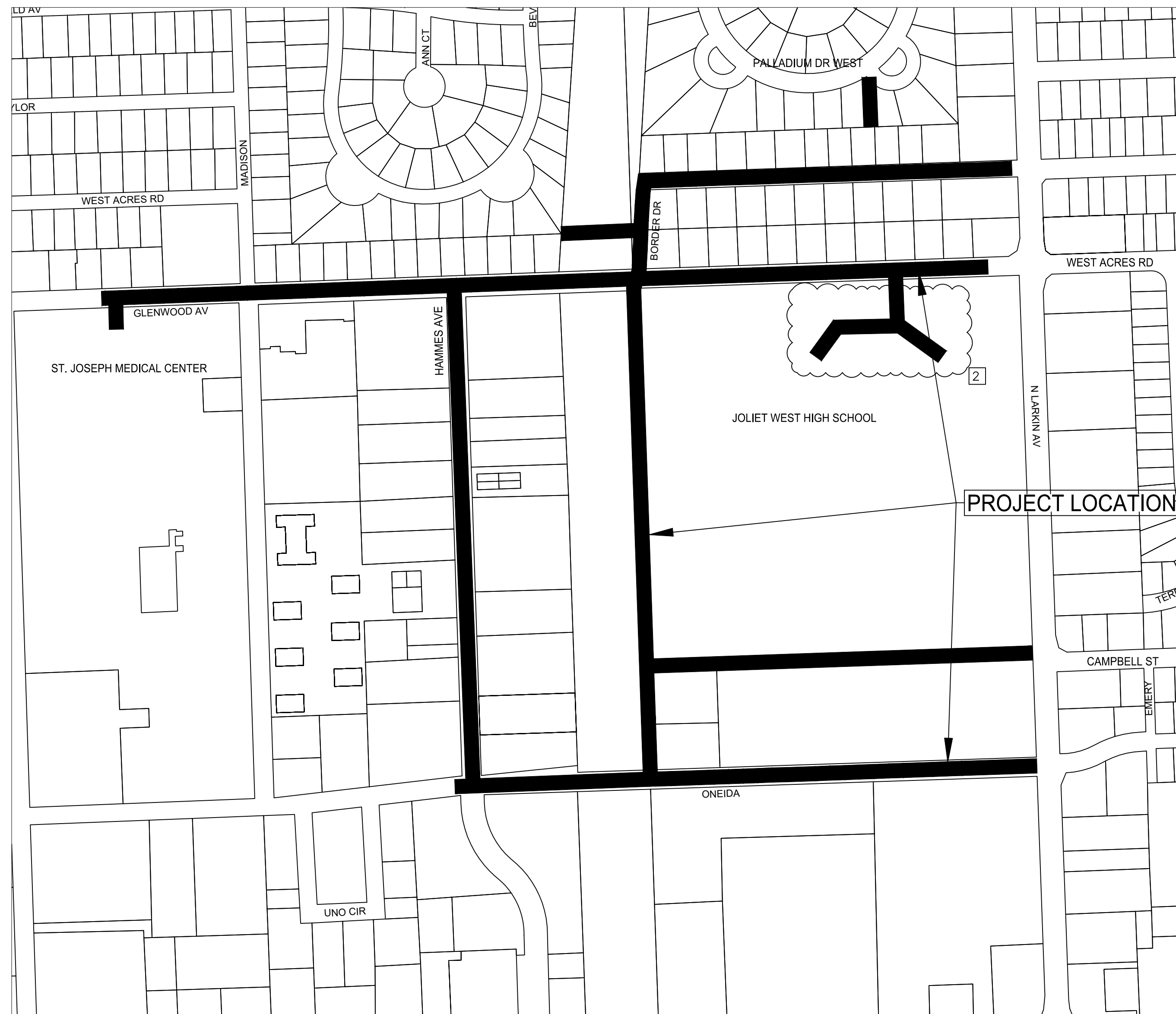
CITY OF JOLIET, ILLINOIS

GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS

CITY OF JOLIET CONTRACT NO. 2930-0126

WATER MAIN REPLACEMENT IEPA LOAN NO. L17-6077

Sheet List Table	
Sheet Number	Sheet Title
G000	COVER
G001	SHEET KEY
G002	LEGEND BENCHMARKS AND ABBREVIATIONS
G003	GENERAL NOTES AND SUMMARY OF QUANTITIES
G004	SUGGESTED MAINTENANCE OF TRAFFIC NOTES
G005	SUGGESTED MAINTENANCE OF TRAFFIC TYPICAL SECTIONS
G006	ONEIDA STREET SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G007	ONEIDA STREET SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G008	ONEIDA STREET SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G009	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G010	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G011	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G012	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G013	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G014	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G015	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G016	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G017	LARKIN AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
C001	GLENWOOD AVE STA 10+00 TO STA 14+50 PLAN AND PROFILE
C002	GLENWOOD AVE STA 14+50 TO STA 20+00 PLAN AND PROFILE
C003	GLENWOOD AVE STA 20+00 TO STA 25+00 PLAN AND PROFILE
C004	GLENWOOD AVE STA 25+00 TO STA 30+00 PLAN AND PROFILE
C005	GLENWOOD AVE STA 30+00 TO STA 35+00 PLAN AND PROFILE
C006	GLENWOOD AVE STA 35+00 TO STA 40+50 PLAN AND PROFILE
C007	JOLIET WEST HS BOUNDARY STA 45+00 TO STA 50+00 PLAN AND PROFILE
C008	JOLIET WEST HS BOUNDARY STA 50+00 TO STA 55+00 PLAN AND PROFILE
C009	JOLIET WEST HS BOUNDARY STA 55+00 TO STA 60+00 PLAN AND PROFILE
C010	JOLIET WEST HS BOUNDARY STA 60+00 TO STA 63+50 PLAN AND PROFILE
C011	BORDER DR STA 63+50 TO STA 66+50 PLAN AND PROFILE
C012	WEST ACRES ROAD STA 66+50 TO STA 70+00 PLAN AND PROFILE
C013	WEST ACRES ROAD STA 70+00 TO STA 75+00 PLAN AND PROFILE
C014	WEST ACRES ROAD STA 75+00 TO STA 79+00 PLAN AND PROFILE
C015	ONEIDA STREET STA 79+00 TO STA 82+00 PLAN AND PROFILE
C016	ONEIDA STREET STA 82+00 TO STA 85+50 PLAN AND PROFILE
C017	ONEIDA STREET STA 85+00 TO STA 90+00 PLAN AND PROFILE
C018	ONEIDA STREET STA 90+00 TO STA 95+00 PLAN AND PROFILE
C019	ONEIDA STREET STA 95+00 TO STA 98+80 PLAN AND PROFILE
C020	JOLIET WEST HS STA 100+00 TO STA 105+00 PLAN AND PROFILE
C021	JOLIET WEST HS STA 105+00 TO STA 110+00 PLAN AND PROFILE
C022	JOLIET WEST HS STA 110+00 TO STA 114+00 PLAN AND PROFILE
C023	HAMMES AVE STA 120+00 TO STA 125+00 PLAN AND PROFILE
C024	HAMMES AVE STA 125+00 TO STA 130+00 PLAN AND PROFILE
C025	HAMMES AVE STA 130+00 TO STA 135+00 PLAN AND PROFILE
C026	HAMMES AVE STA 135+00 TO STA 138+00 PLAN AND PROFILE
C027	HOSPITAL CONNECTION & PALLADIUM ABANDONMENT
C028	JOLIET TOWNSHIP HIGH SCHOOL CONNECTION
C029	GLENWOOD AVENUE RESTORATION PLAN
C030	ONEIDA STREET RESTORATION PLAN
C031	JOLIET WEST HIGH SCHOOL RESTORATION PLAN
C032	METER PIT DETAIL
C033	CONSTRUCTION DETAILS
C034	CONSTRUCTION DETAILS
C035	CONSTRUCTION DETAILS
C036	HIGH SCHOOL METER VAULT DETAIL
S001	METER PIT STRUCTURAL PLANS & SECTION
S002	HIGH SCHOOL METER PIT STRUCTURAL PLANS & SECTION



VICINITY MAP

EXISTING UTILITIES: #A250862668

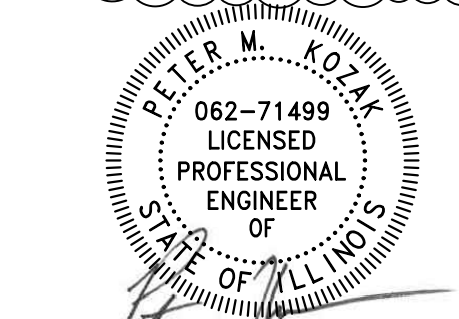
WHERE THE DRAWINGS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE LOCATION OF SUCH UTILITIES. THE INFORMATION IS INCLUDED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE UTILITY LOCATIONS WERE DETERMINED FROM THE BEST AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE DRAWINGS REGARDING THE LOCATION OF UNDERGROUND UTILITY FACILITIES OR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES. THE CONTRACTOR SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION REGARDING THE LOCATION OF THE UTILITY FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THE FACILITIES.



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PROJECT MANAGER
"LICENSE EXPIRES 11-30-2027"



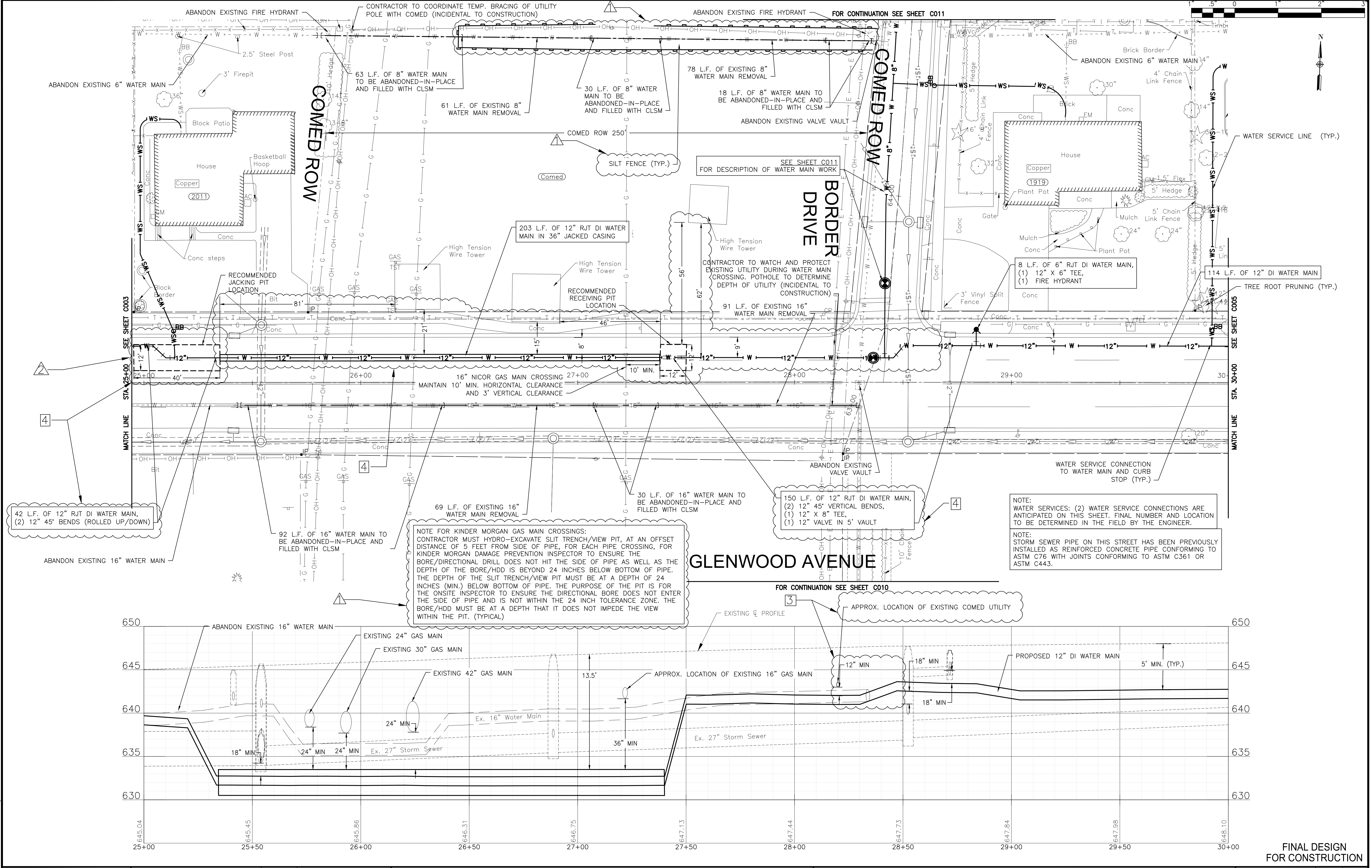
PROJECT ENGINEER
"LICENSE EXPIRES 11-30-2027"

▲ ADDENDUM #2 1/5/26
■ CHANGE ORDER #1 3/16/26

BAXTER & WOODMAN, INC.
STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
LICENSE NO. - 184-001121 - EXPIRES 4/30/2027

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 Plotted: 4/9/2026 9:10 AM By: KENNEDY
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42 L.F. OF 12" RJT DI WATER MAIN,
 (2) 12" 45° BENDS (ROLLED UP/DOWN)

92 L.F. OF 16" WATER MAIN TO BE ABANDONED-IN-PLACE AND FILLED WITH CLSM

NOTE FOR KINDER MORGAN GAS MAIN CROSSINGS:
 CONTRACTOR MUST HYDRO-EXCAVATE SLIT TRENCH/VIEW PIT, AT AN OFFSET DISTANCE OF 5 FEET FROM SIDE OF PIPE, FOR EACH PIPE CROSSING, FOR KINDER MORGAN DAMAGE PREVENTION INSPECTOR TO ENSURE THE BORE/DIRECTIONAL DRILL DOES NOT HIT THE SIDE OF PIPE AS WELL AS THE DEPTH OF THE BORE/HDD IS BEYOND 24 INCHES BELOW BOTTOM OF PIPE. THE DEPTH OF THE SLIT TRENCH/VIEW PIT MUST BE AT A DEPTH OF 24 INCHES (MIN.) BELOW BOTTOM OF PIPE. THE PURPOSE OF THE PIT IS FOR THE ONSITE INSPECTOR TO ENSURE THE DIRECTIONAL BORE DOES NOT ENTER THE SIDE OF PIPE AND IS NOT WITHIN THE 24 INCH TOLERANCE ZONE. THE BORE/HDD MUST BE AT A DEPTH THAT IT DOES NOT IMPEDE THE VIEW WITHIN THE PIT. (TYPICAL)

150 L.F. OF 12" RJT DI WATER MAIN,
 (2) 12" 45° VERTICAL BENDS,
 (1) 12" X 8" TEE,
 (1) 12" VALVE IN 5' VAULT

NOTE:
 WATER SERVICES: (2) WATER SERVICE CONNECTIONS ARE ANTICIPATED ON THIS SHEET. FINAL NUMBER AND LOCATION TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

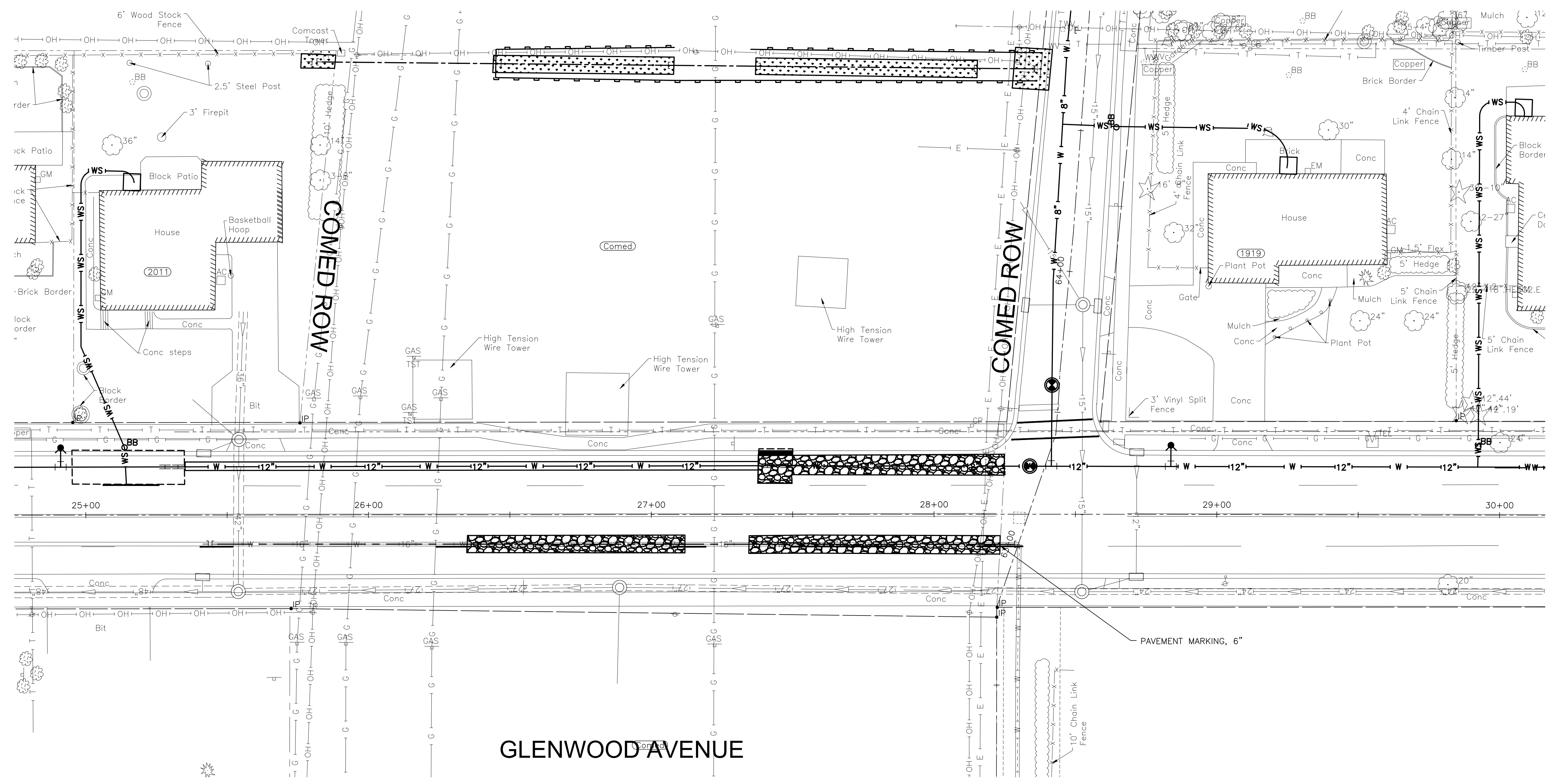
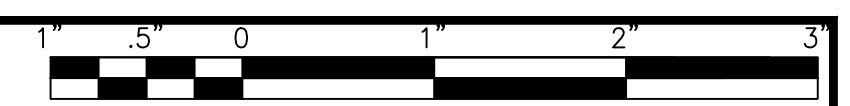
 NOTE:
 STORM SEWER PIPE ON THIS STREET HAS BEEN PREVIOUSLY INSTALLED AS REINFORCED CONCRETE PIPE CONFORMING TO ASTM C76 WITH JOINTS CONFORMING TO ASTM C361 OR ASTM C443.



CONSULTANTS	REVISOR	DATE
	1	ADDENDUM #1 12/22/25
	2	ADDENDUM #2 1/5/26
	3	PER COMED REVS 1/13/26
	4	PER COMED REVS 4/9/26

**CITY OF JOLIET, ILLINOIS
 GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS
 CITY OF JOLIET CONTRACT NO. 2930-0126**

GLENWOOD AVE STA 25+00 TO STA 30+00 PLAN AND PROFILE		DESIGNED - EMK	TOTAL SHEETS	SHEET NO.
SCALE: HORIZ 1"=20' / VERT 1"=5'	PROJECT NO: 2401619.01	DRAWN - ABN	53	C004
		CHECKED - PMK		
		DATE - 12/12/2025		



RESTORATION LEGEND

	HMA REMOVAL AND REPLACEMENT, 10-INCH BINDER AND 2-INCH SURFACE
	RESTORATION OF LAWNS AND PARKWAYS
	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

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 Plotted: 3/6/2026 10:23 AM By: AMARAKAUI
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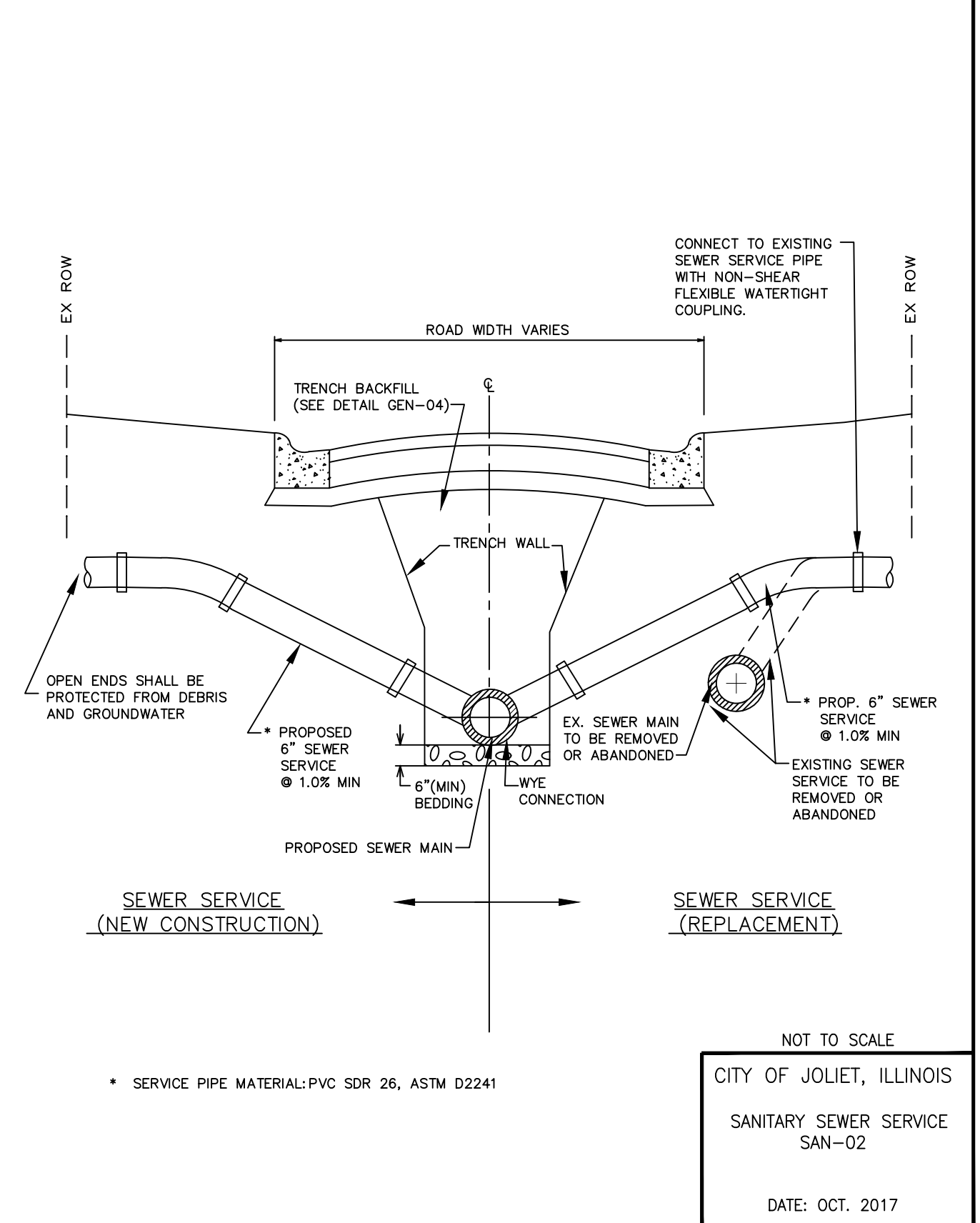
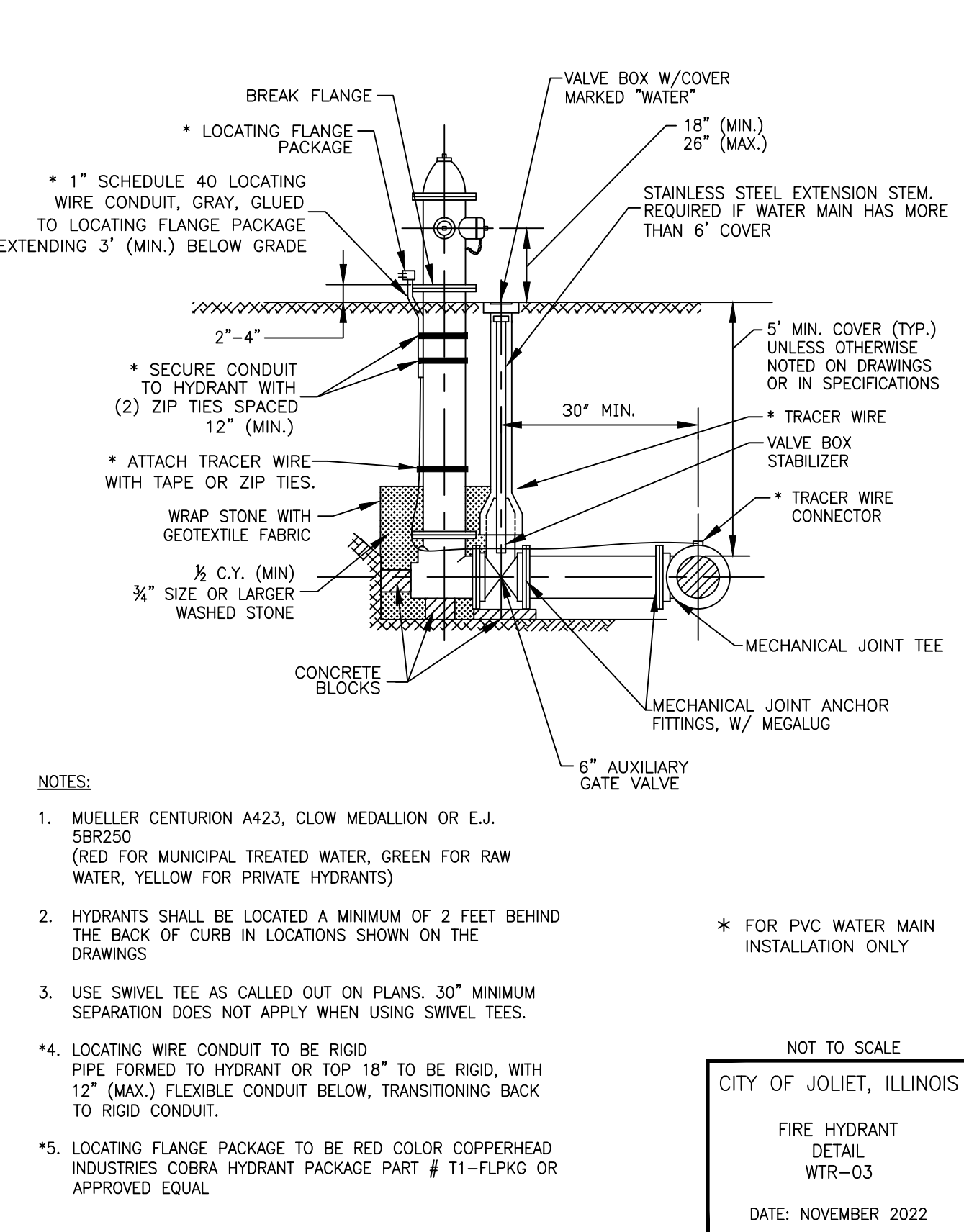
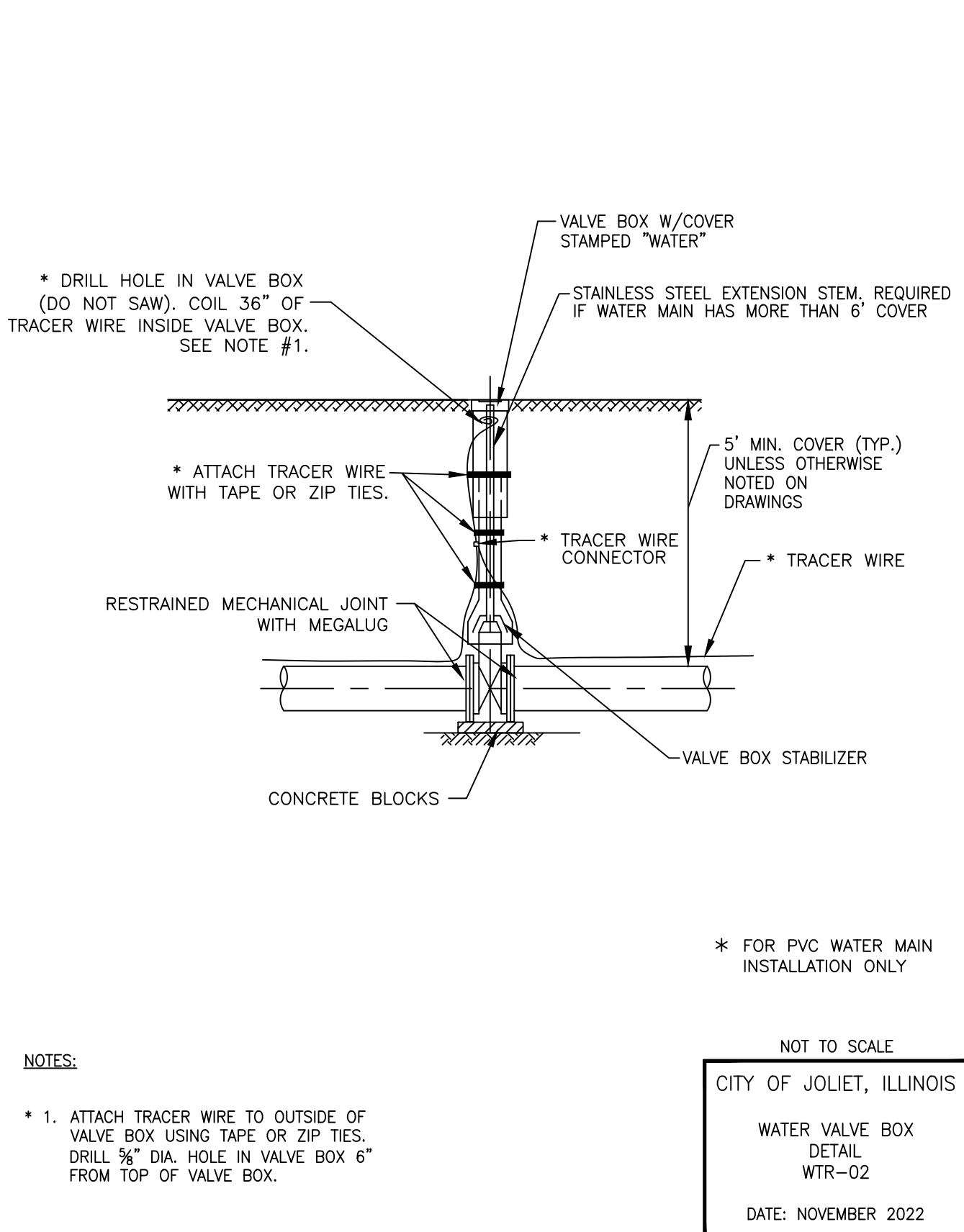
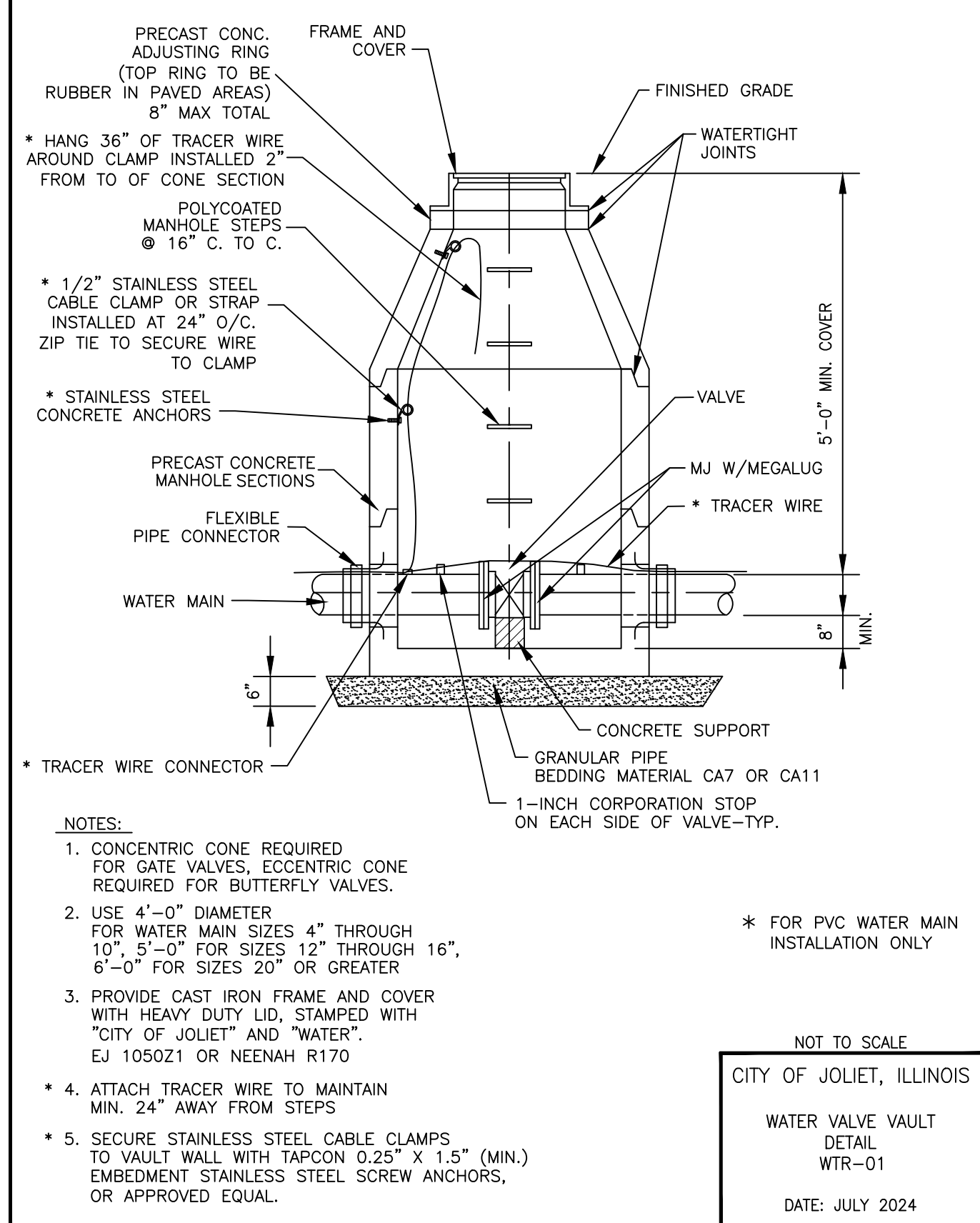
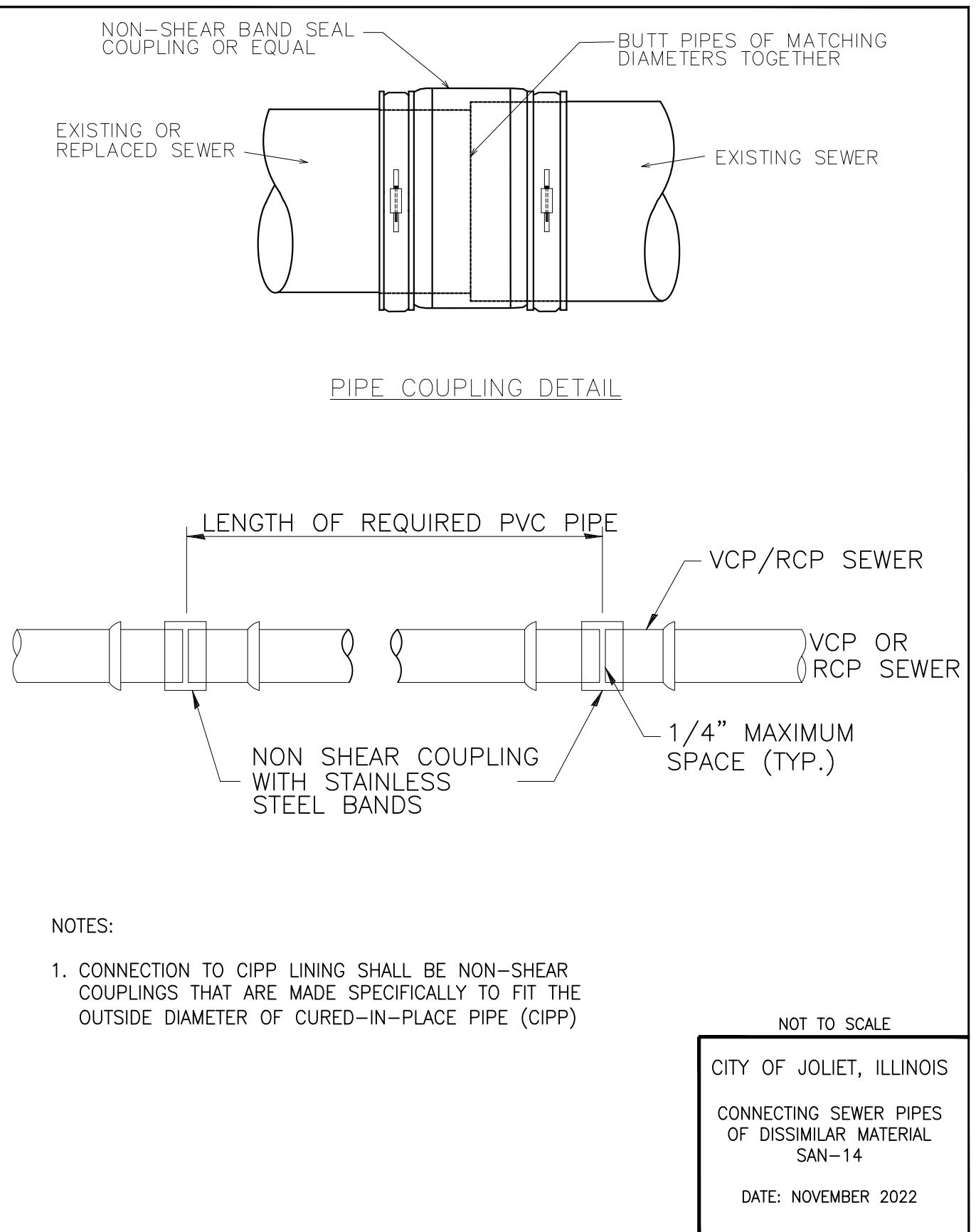
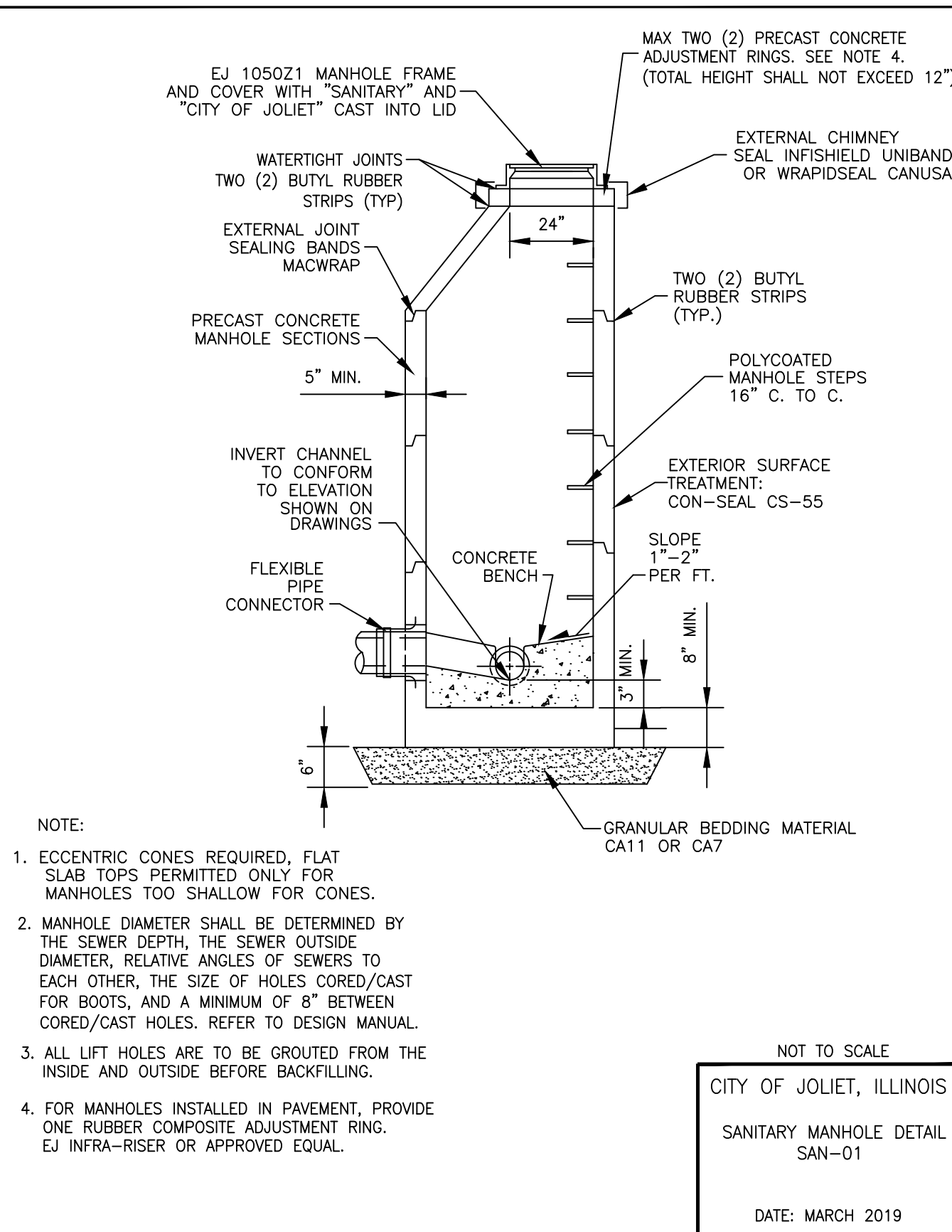
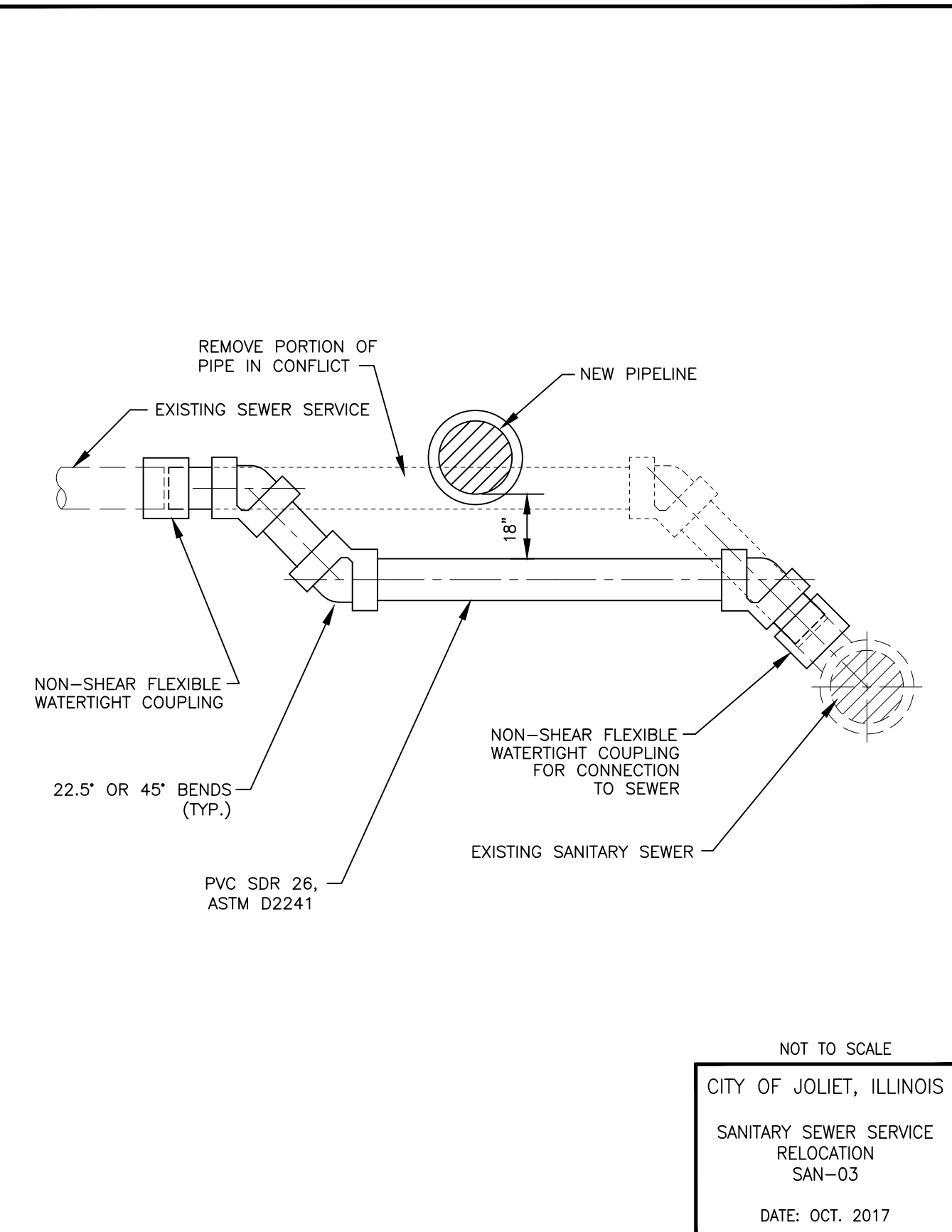
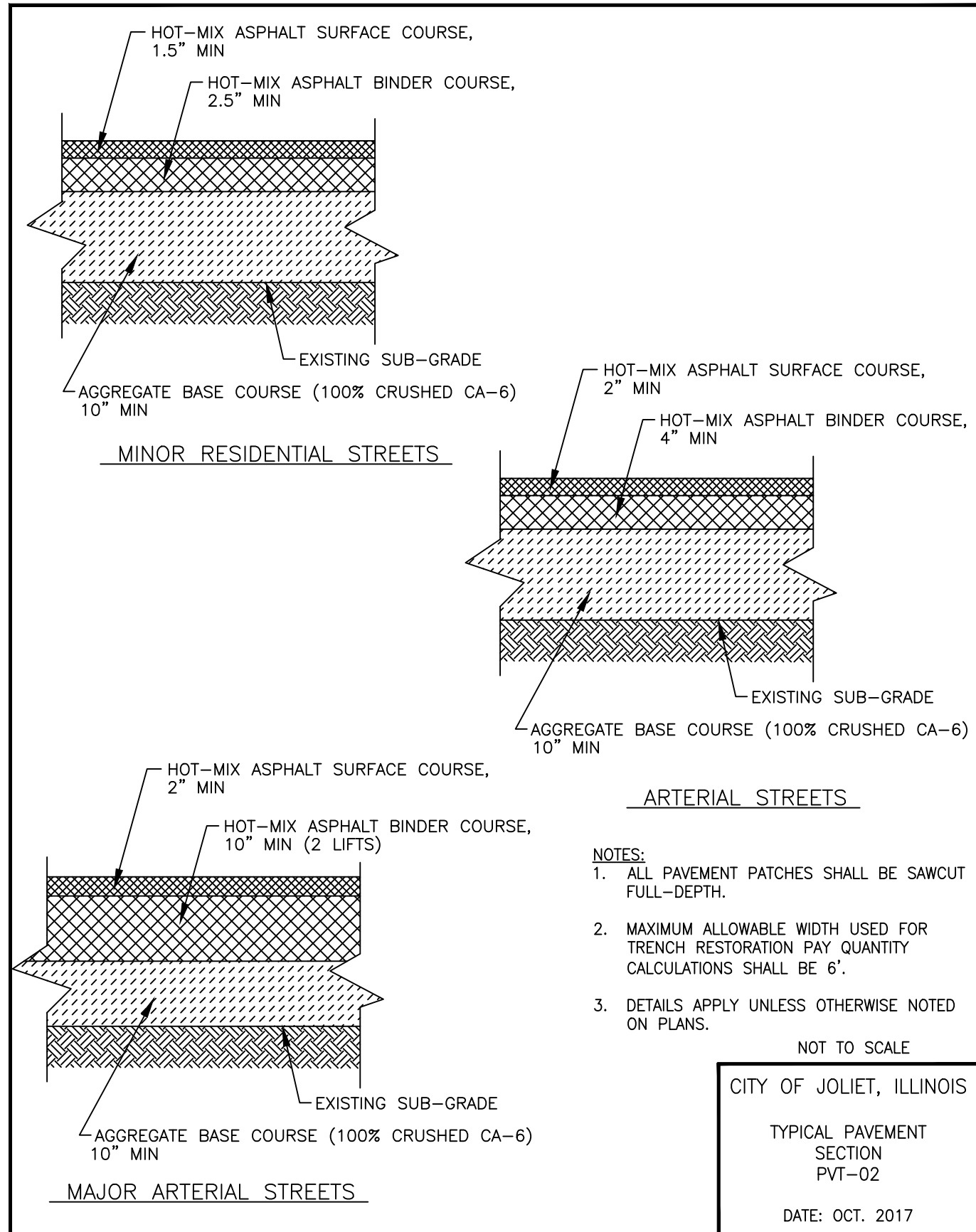


CONSULTANTS	REVISED -
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CITY OF JOLIET, ILLINOIS
GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS
CITY OF JOLIET CONTRACT NO. 2930-0126

GLENWOOD AVENUE RESTORATION PLAN		DESIGNED - EMK	TOTAL SHEETS	SHEET NO.
SCALE: 1" = 20'	PROJECT NO: 2401619.01	DRAWN - ABN	53	C029
		CHECKED - PMK		
		DATE - 12/12/2025		

FINAL DESIGN
FOR CONSTRUCTION



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 Plotted: 3/6/2026 10:24 AM By: AMAKKAOUI
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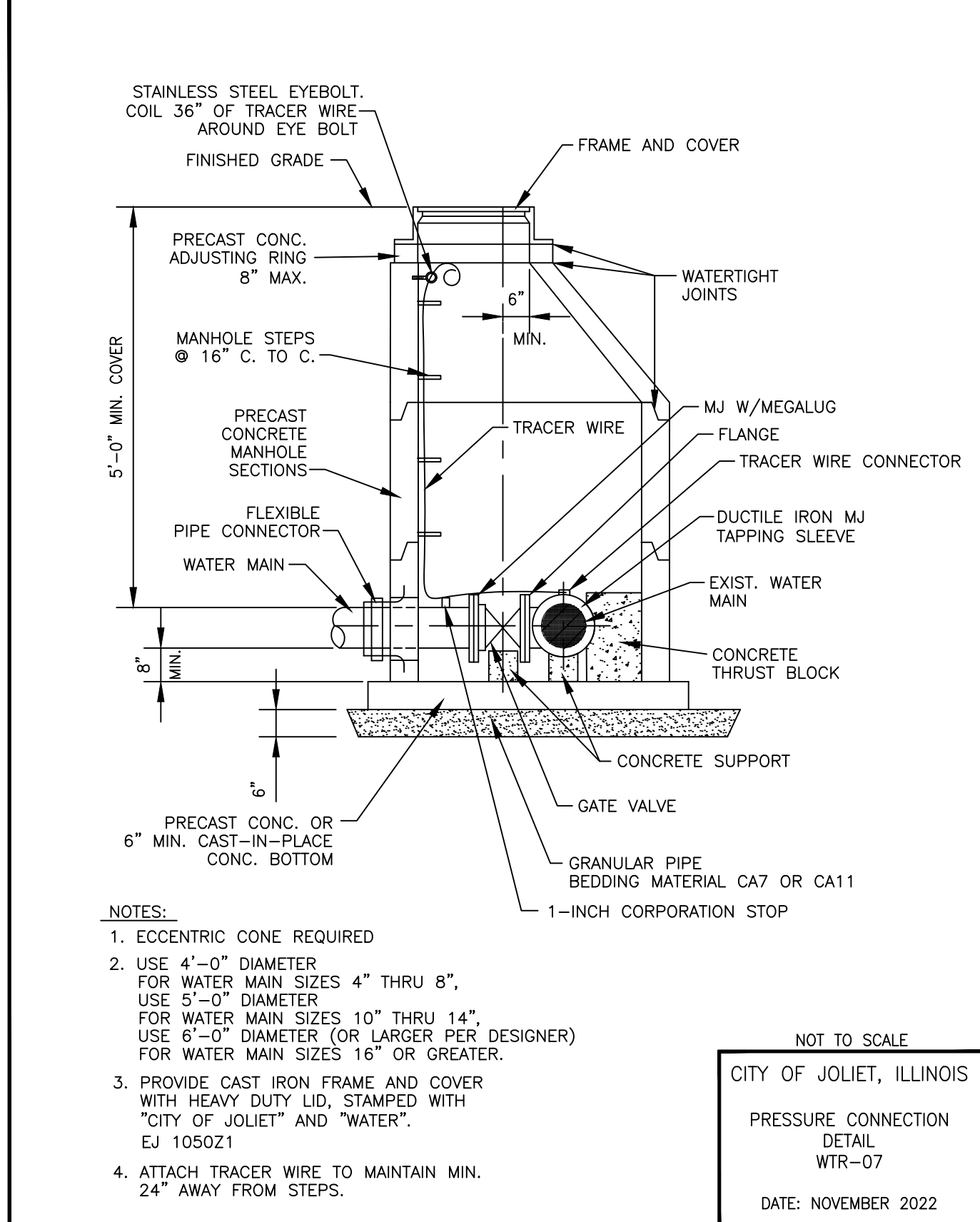
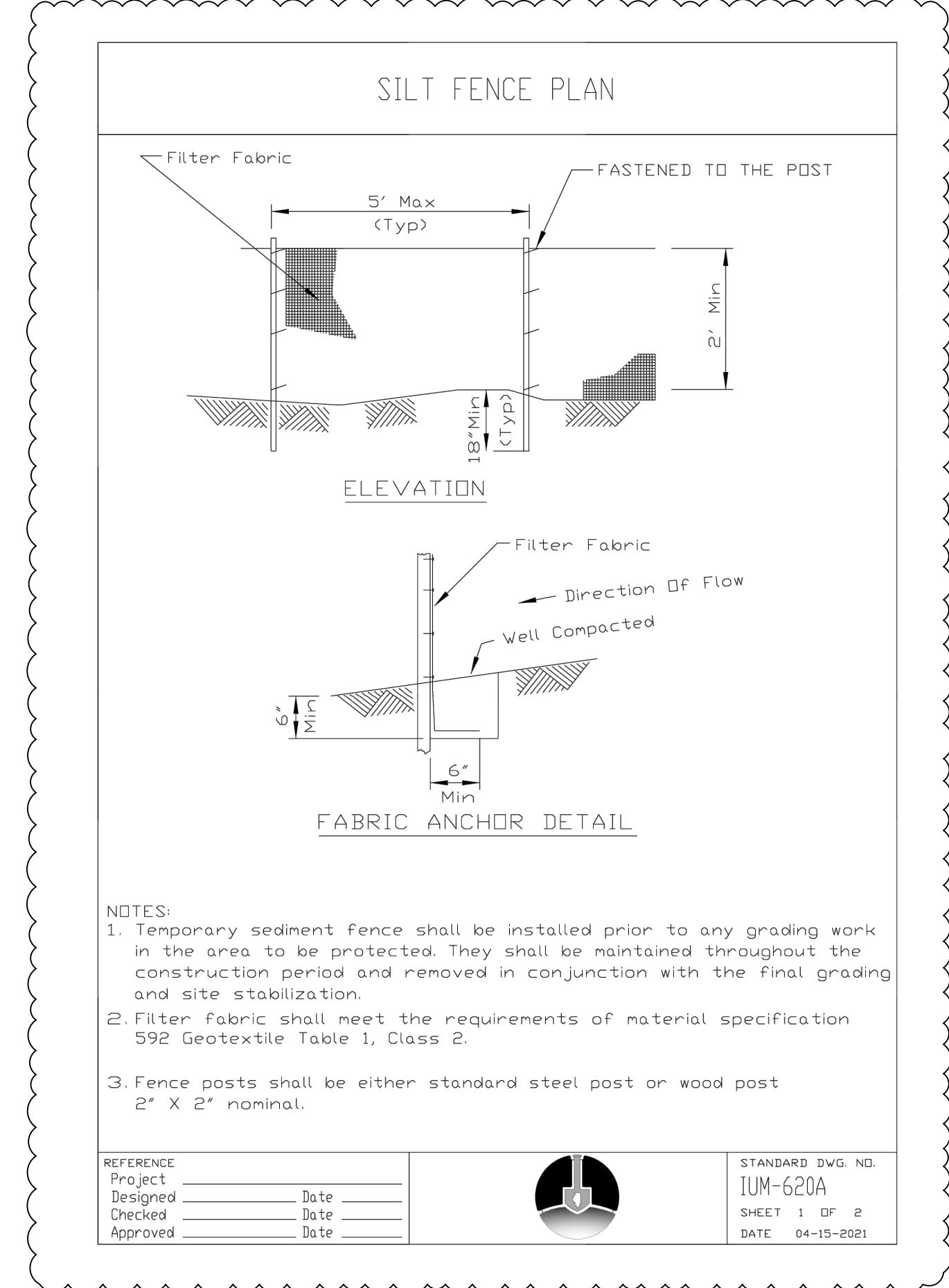
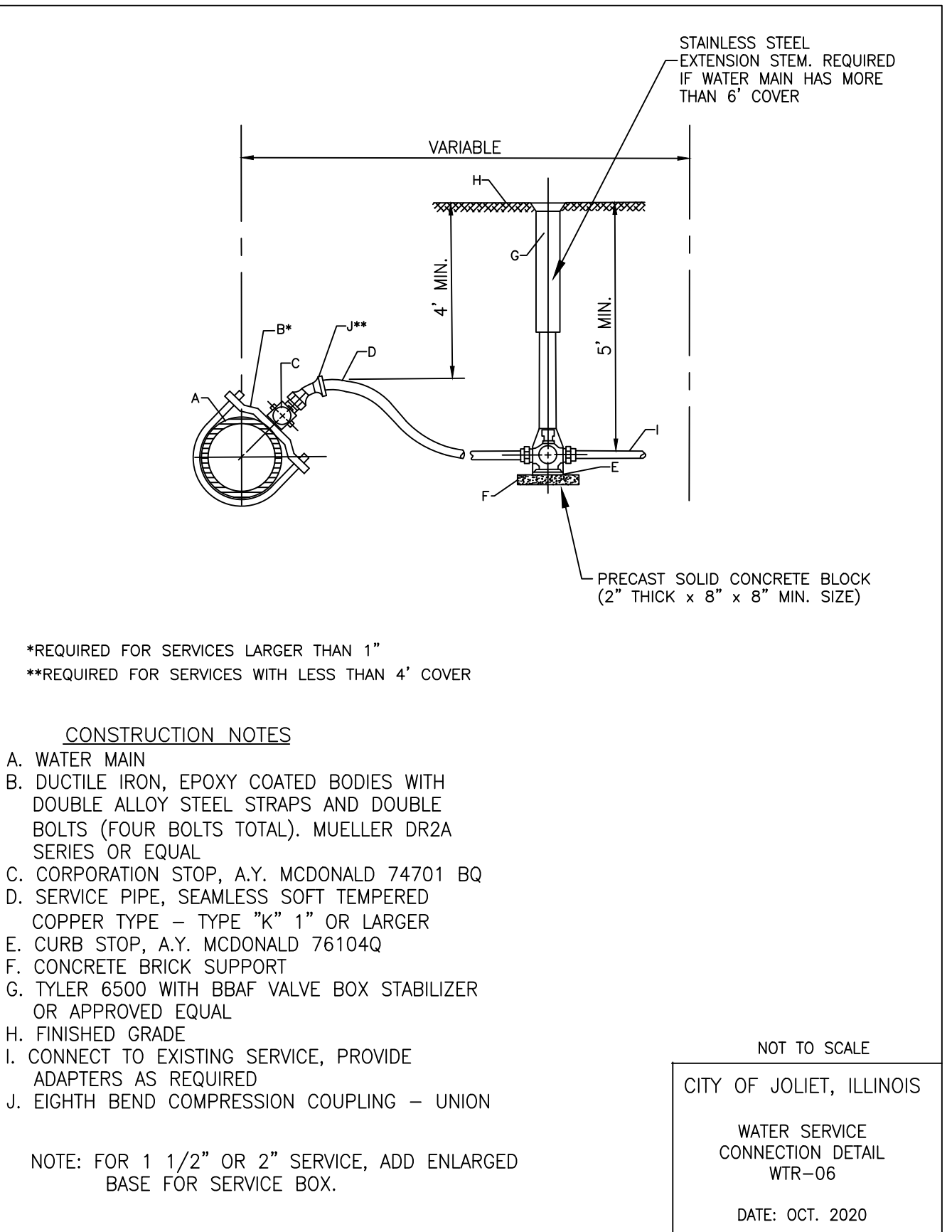
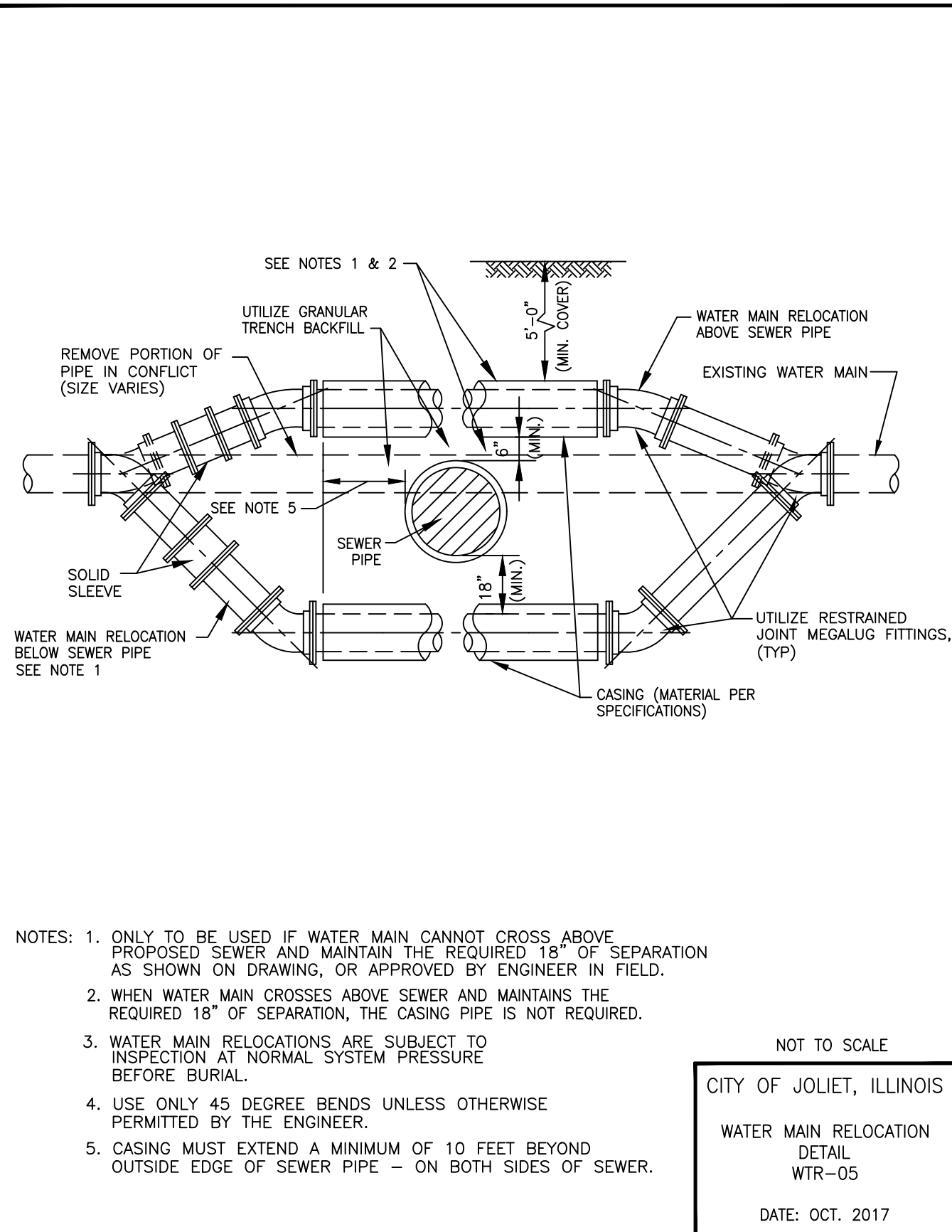
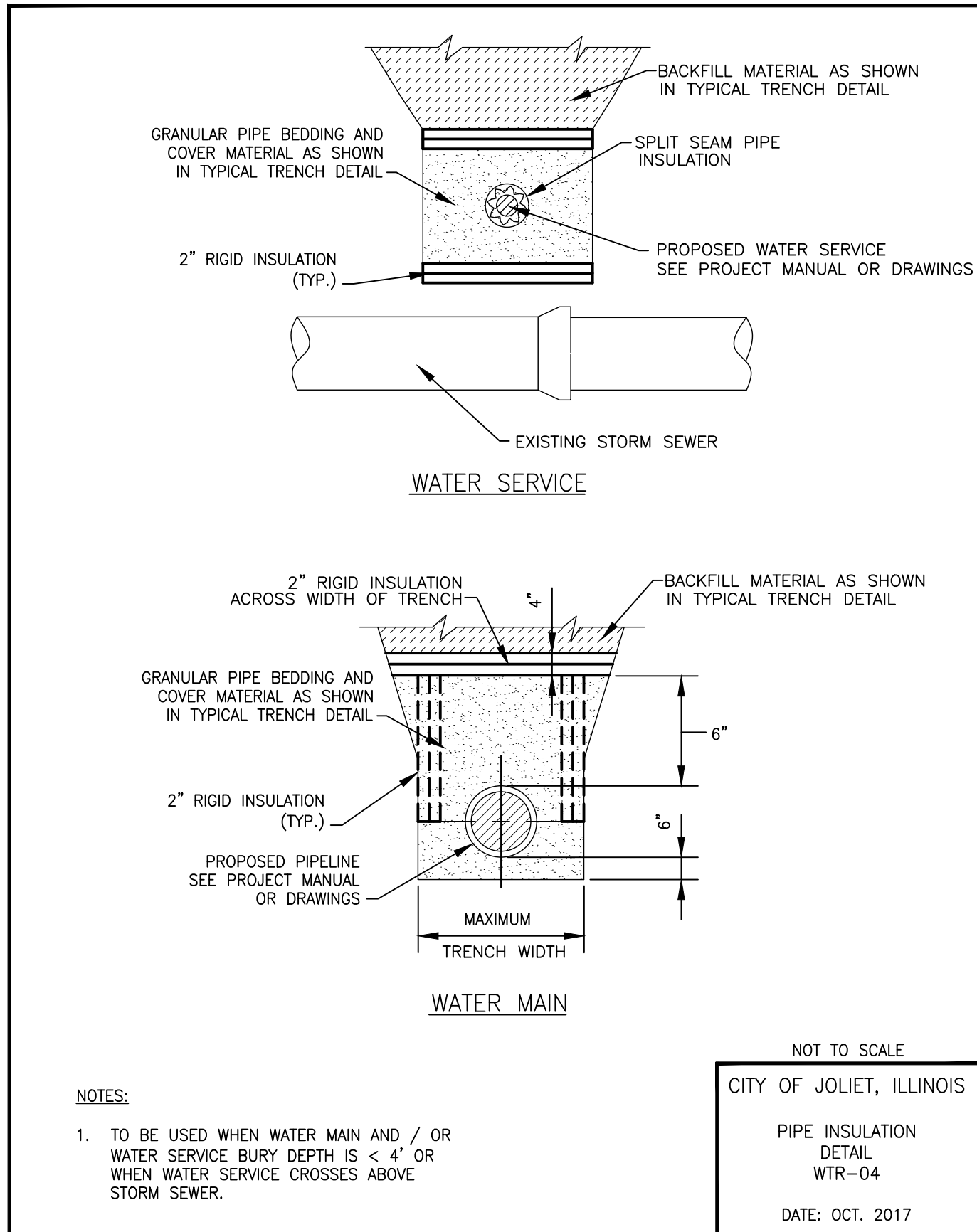
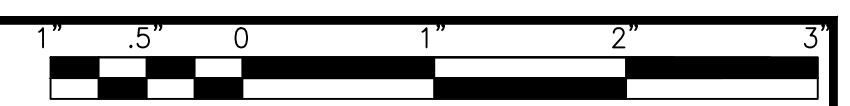
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CITY OF JOLIET, ILLINOIS
GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS
CITY OF JOLIET CONTRACT NO. 2930-0126

SCALE: AS NOTED	PROJECT NO: 2401619.01	DESIGNED - EMK	TOTAL SHEETS	SHEET NO.
		DRAWN - ABN	53	C034
		CHECKED - PMK		
		DATE - 12/12/2025		

FINAL DESIGN FOR CONSTRUCTION

P:\JOLIC\2401619-2026 WATER MAIN REPLACEMENT PROGRA\CAD\GLENWOOD - WEST ACRES\01_CIVIL_3D\01_SHIFTS-PLANS\2401619-GLENWOOD WEST ACRES-DETAILS.DWG DETAILS (3)
 Plotted: 3/6/2026 10:24 AM By: AMAKKAOUI
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 License No. - 184-001121 - Expires 4-30-27



NOTES: 1. ONLY TO BE USED IF WATER MAIN CANNOT CROSS ABOVE PROPOSED SEWER AND MAINTAIN THE REQUIRED 18" OF SEPARATION AS SHOWN ON DRAWING, OR APPROVED BY ENGINEER IN FIELD. 2. WHEN WATER MAIN CROSSES ABOVE SEWER AND MAINTAINS THE REQUIRED 18" OF SEPARATION, THE CASING PIPE IS NOT REQUIRED. 3. WATER MAIN RELOCATIONS ARE SUBJECT TO INSPECTION AT NORMAL SYSTEM PRESSURE BEFORE BURIAL. 4. USE ONLY 45 DEGREE BENDS UNLESS OTHERWISE PERMITTED BY THE ENGINEER. 5. CASING MUST EXTEND A MINIMUM OF 10 FEET BEYOND OUTSIDE EDGE OF SEWER PIPE - ON BOTH SIDES OF SEWER.

NOT TO SCALE
CITY OF JOLIET, ILLINOIS
PIPE INSULATION DETAIL WTR-04
DATE: OCT. 2017

NOT TO SCALE
CITY OF JOLIET, ILLINOIS
WATER MAIN RELOCATION DETAIL WTR-05
DATE: OCT. 2017

FITTING TYPE	DIAMETER (IN)						
	4"	6"	8"	10"	12"	16"	20"
HORIZONTAL BEND							
11.25'	5	5	5	5	5	5	5
22.5'	5	5	5	5	10	10	10
45'	5	10	10	10	15	15	20
90'	15	20	20	25	30	40	45
VERTICAL BEND							
45'	20	25	35	40	45	60	70
TEE	5	5	5	5	5	5	5
VALVE (OPERATING PRESSURE)	20	30	35	45	50	65	80
VALVE (TESTING PRESSURE)	40	60	75	90	105	135	165
REDUCER							
6" NOMINAL PIPE	30	-	-	-	-	-	-
8" NOMINAL PIPE	55	35	-	-	-	-	-
10" NOMINAL PIPE	75	55	30	-	-	-	-
12" NOMINAL PIPE	90	80	55	35	-	-	-
16" NOMINAL PIPE	125	115	100	80	60	-	-
20" NOMINAL PIPE	160	150	135	125	105	60	-

NOTE: R/JT LENGTHS MAY VARY DEPENDING ON SITE CONDITIONS. LENGTHS SHOWN ARE MINIMUM PER 5' BURY DEPTH OF WATER MAIN AND, AGGREGATE PIPE BACKFILL.

NOT TO SCALE
CITY OF JOLIET, ILLINOIS
POLYWRAPPED DI R/JT DETAIL WTR-09
DATE: AUGUST 2024

FITTING TYPE	DIAMETER (IN)						
	4"	6"	8"	10"	12"	16"	20"
HORIZONTAL BEND							
11.25'	5	5	5	5	5	5	5
22.5'	5	5	5	5	5	10	10
45'	5	10	10	10	15	15	20
90'	10	15	15	20	25	35	40
VERTICAL BEND							
45'	15	15	20	25	30	40	45
TEE	5	5	5	5	5	5	5
VALVE (OPERATING PRESSURE)	15	20	25	30	35	45	50
VALVE (TESTING PRESSURE)	30	40	50	60	70	90	110
REDUCER							
6" NOMINAL PIPE	20	-	-	-	-	-	-
8" NOMINAL PIPE	35	20	-	-	-	-	-
10" NOMINAL PIPE	50	35	20	-	-	-	-
12" NOMINAL PIPE	60	50	40	20	-	-	-
16" NOMINAL PIPE	80	75	65	55	40	-	-
20" NOMINAL PIPE	105	95	90	80	70	40	-

NOTE: R/JT LENGTHS MAY VARY DEPENDING ON SITE CONDITIONS. LENGTHS SHOWN ARE MINIMUM PER 5' BURY DEPTH OF WATER MAIN AND, AGGREGATE PIPE BACKFILL.

NOT TO SCALE
CITY OF JOLIET, ILLINOIS
PVC R/JT DETAIL WTR-09
DATE: AUGUST 2024



CONSULTANTS	REVISED - 1 ADDENDUM #1 12/22/25
	REVISED -
	REVISED -
	REVISED -

CITY OF JOLIET, ILLINOIS
 GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS
 CITY OF JOLIET CONTRACT NO. 2930-0126

SCALE: AS NOTED	PROJECT NO: 2401619.01	DESIGNED - EMK	TOTAL SHEETS	SHEET NO.
		DRAWN - ABN	53	C035
		CHECKED - PMK		
		DATE - 12/12/2025		

FINAL DESIGN FOR CONSTRUCTION



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 286-26

File ID: 286-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/06/2026

Department: Public Utilities

Final Action:

Title: Resolution Accepting an Easement Agreement from ComEd for the Glenwood and West Acres Water Main Improvement Project (Glenwood Avenue, Just East of Hammes Avenue)

Agenda Date: 05/19/2026

Attachments: Resolution, ComEd Easement, SR# 06690516,
Glenwood Ave East of Hammes Ave

Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/6/2026	Allison Swisher	Approve	5/8/2026
1	2	5/7/2026	Kevin Sing	Approve	5/8/2026
1	3	5/7/2026	Todd Lenzie	Approve	5/11/2026
1	4	5/15/2026	Beth Beatty	Approve	5/11/2026



Memo

File #: 287-26

Agenda Date: 5/19/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Accepting an Easement Agreement from ComEd for the Glenwood and West Acres Water Main Improvement Project (Oneida Street, Just East of Hammes Avenue)

BACKGROUND:

The Glenwood and West Acres Water Main Improvement Project is part of the 2026 Water Main Improvement Program. To construct this project an easement agreement with ComEd is required for the water main that will cross the ComEd right-of-way along Oneida Street, just east of Hammes Avenue.

The Public Service Committee will review this matter.

CONCLUSION:

ComEd has provided their standard easement agreement for this work. A one-time fee of \$8,729.94 is required.

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$8,729.94).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the attached Resolution accepting the easement agreement from ComEd for the Glenwood and West Acres Water Main Improvement Project (Oneida Street, just east of Hammes Avenue).

RESOLUTION NO.

RESOLUTION ACCEPTING AN EASEMENT AGREEMENT FROM COMED FOR THE GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENT PROJECT (ONEIDA STREET, JUST EAST OF HAMMES AVENUE)

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

SECTION 1: The Mayor and City Council hereby approve the Oneida Easement Agreement from ComEd for the Glenwood and West Acres Water Main Improvement Project.

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

SECTION 3: Payment for easement agreement in the amount of \$8,729.94 is authorized.

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

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

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

PASSED this _____ day of _____, 2026

MAYOR

CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____

This Document was Prepared by:
Ericka Irby
ComEd Sr. Real Estate Representative
Real Estate & Facilities

When Recorded, Return to:
Ericka Irby, Sr. Real Estate Representative
ComEd
3 Lincoln Centre – 4th Floor
Oakbrook Terrace, IL 60181
779-231-0633

WATER MAIN EASEMENT AGREEMENT

THIS Sanitary Sewer Easement Agreement (“Easement”) is made as of this ___ day of _____, 2026, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantor”), with a mailing address of 3 Lincoln Centre, 4th Floor, Oakbrook Terrace, Illinois 60181, and City of Joliet, with a mailing address of 150 W Jefferson St., Joliet, Illinois 60432 (“Grantee”).

RECITALS:

A. Grantor is the owner of a parcel of land in Joliet, IL., County of Will and State of Illinois, commonly known as Joliet-Tiedtville R/W; Will County-Joliet R/W; PIN: 30-07-07-304-012-0000, described in Exhibit A attached hereto and made a part hereof (“Grantor’s Property”).

B. Grantor utilizes Grantor’s Property for Grantor’s own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor’s equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor’s Property (collectively, “Grantor’s Operations”).

C. Grantee desires to install a(n) twelve-inch (12”) water main along a center line across Grantor’s Property in the location shown on the diagram attached hereto as Exhibit B (for the purposes of this Easement, the “Easement Premises” shall be a strip of land twelve feet (12’) wide and laying six feet (6’) along either side of the water line’s center line by two hundred fifty feet (250’) as shown on the diagram attached hereto as Exhibit B).

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and lawful consideration, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever: construction and maintenance of a(n) twelve-inch (12”) water main in substantial conformity with the engineering plan sheets C016, C030, C033, C034 & C035, prepared by Baxter & Woodman Consulting Engineers, dated 12/12/25 and known as GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS attached hereto as Exhibit B and made a part hereof .(hereinafter referred to as the “Facilities”).

2. Grantee’s Use. The following general conditions shall apply to Grantee’s use of the Easement Premises:

(a) Grantee shall procure and maintain at its own expense, prior to entry upon Grantor’s Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, placement, use and operation of the Easement Premises and the Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee’s operations thereon. Grantor may from time-to-time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor’s Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor’s prior written consent, which consent may be granted or withheld in Grantor’s sole discretion.

(b) In the event any aspect of Grantee’s construction, placement, maintenance, repair, use or operation of the Easement Premises and the Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of the Facilities from Grantor’s Property if required, within the lesser of (i) thirty (30) days from Grantee’s notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee’s use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor’s Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee’s obligations and liabilities to Grantor under this Easement with respect to the Easement Premises and the Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of the Facilities, and Grantee shall be and remain liable to Grantor for the installation and operation of the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee’s failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its

lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual, unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5(b), Grantee's sole and exclusive remedy against Grantor shall be seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Easement Premises and the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such ten (10) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Easement Premises and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the

additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within thirty (30) days after the termination of this Easement for any reason, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of the Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of the Facilities. In the event Grantee fails to so remove the Facilities and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of the Facilities without any duty to account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing the Facilities, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within thirty (30) days after the termination of this Easement shall be conclusively deemed to have been abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS.** No representations as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance (excluding only routine maintenance), repair, relocation, replacement or removal of the Easement and the Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 11 hereof.

(c) Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (including routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone the commencement of its work until such time as Grantor has completed any and all such protective work. Any cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.

(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor estimates (as set forth in a written notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. Prior to performing any such grading, leveling, digging or excavation work on the Easement Premises (which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to the notice required under subparagraph (c) above) notify Grantor's Regional Right of Way Agent in Channahon, Illinois, telephone number (224) 244-1826, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities.

Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of the Easement Premises and the Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising out of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to the Easement Premises and/or the Facilities and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to the Easement Premises and/or the Facilities:

(i) Grantee agrees that the Facilities will be installed in strict conformity with the plans attached hereto as Exhibit B.

(ii) Should any proposed changes to the Easement Premises and/or the Facilities be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Where the Facilities cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Easement Premises so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased in excess of eight (8) inches above or below the existing grade level of the Easement Premises as of the date hereof.

(vi) Grantee agrees that all of Grantor's Property as affected by the construction of the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration

requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time. [OPTIONAL: A copy of Grantor's current fencing and locking rules, regulations and guidelines is attached hereto as Exhibit ____.]

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in Subsection 8(a) above), Grantor may require that barricades ("Barricades") be installed on the Easement Premises in order to protect Grantor's Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor's sole option): (i) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (ii) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor's reasonable estimate of the cost of such installation of the Barricades. [OPTIONAL: Grantee shall install, maintain and operate such Barricades in strict compliance with any and all rules, regulations and guidelines regarding barricades which Grantor may deliver to Grantee from time to time prior to or during the Term. [FURTHER OPTION: A copy of Grantor's current barricading rules, regulations and guidelines is attached hereto as Exhibit ____].]

9. Covenants of Grantee. Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of the Easement Premises and/or the Facilities on Grantor's Property and, at Grantor's request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause the Easement Premises and the Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor's Property in connection with the Easement Premises and/or the Facilities or Grantee's use or occupancy of Grantor's Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days' written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install the Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor's Operations. Within fifteen (15) days after Grantor's demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor's equipment or facilities or costs arising from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Easement Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor's written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments "for" or "with respect to" any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

Grantee hereby covenants and agrees that Grantee shall, no later than the "Tax Exemption Date" (as hereinafter defined), at Grantee's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Easement Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable law. In the event that Grantee is successful in obtaining any such real estate tax exemption for the Easement Premises, then Grantee shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Easement is in effect (and Grantee shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Grantee is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Easement Premises, then Grantee shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Grantor so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Easement, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Easement is executed and delivered.]

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use the Easement Premises and/or the Facilities and shall provide Grantor with a properly executed release of this Easement.

10. General Indemnity. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") 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 any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("Grantee Parties") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workman's 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).

11. Waiver. Any entry onto Grantor's Property by Grantee Parties shall be at such parties' sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance. Grantee agrees to require its contractors, before commencing any work on the Easement Premises to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, –and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (04 13)) covering all contractors, subcontractors and all their subcontractors with limits not less than Five Million dollars (\$5,000,000.00) per occurrence covering liability for bodily injury

and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$5,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Grantee may substitute lower limits for any of the policies listed above, provided that Grantee maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$5,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Easement Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Grantee and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least two million dollars (\$2,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Grantor shall be included as an additional insured and the policy shall be primary with respect to Grantor as the additional insured.

There shall be furnished to Grantor, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph and shall be delivered to Grantor upon written request. Insurance coverage as required herein shall be kept in force until all work has been completed. Grantee will provide proof the coverages afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Exelon.

Grantee shall provide evidence of the required insurance coverage under Coverage #2 and #3, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #2 and #3 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain.

Insurance coverage provided by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any

policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Grantor
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Grantor hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Grantee and/or its contractors.

WAIVER OF SUBROGATION

Grantee and its contractors shall waive all rights of subrogation against Grantor under those policies procured in accordance with this Easement.

13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied, assessed or asserted by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency

Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Substances affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after notice thereof from Grantor; or

(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grantee shall fail to complete construction of the Facilities on or before twelve months after the date of this Easement or shall fail to operate or maintain the Facilities for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) terminate this Easement and all rights and privileges of Grantee under this Easement by written notice to Grantee; or

(b) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate of nine (9%) percent and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or

(c) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor:

Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767
Attn: Director of Real Estate Services

with a copy to:

Exelon Business Services Company
Law Department
P.O. Box 805379
Chicago, Illinois 60680-5379
Attn: Assistant General Counsel – Real Estate

If to Grantee:

City of Joliet
150 W Jefferson St.
Joliet, IL 60432
Attn: Allison Swisher
Director of Public Utilities

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

17. No Assignment by Grantee. This Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantee's Property and Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole and exclusive discretion. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property and Grantee's Property, from time to time. For purposes of this Easement, any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Grantee shall constitute an assignment of this Easement, and shall be subject to the terms and provisions of this Section 17. For purposes hereof, a "controlling" interest in Grantee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Grantee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Grantee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

18. Entire Agreement. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

19. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

20. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

21. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

22. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

23. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

24. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

25. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

26. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

27. Counterparts. This Easement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

28. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

29. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

30. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission (“Commission”) and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission’s or other governmental authority’s approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission’s and any other applicable governmental authority’s approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

31. Labor Relations. Neither Grantee nor any of Grantee’s authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor’s sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of Grantor’s Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor’s Property by Grantor or other lessees or occupants of Grantor’s Property. In the event of such interference

or conflict, upon Grantor's request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor's Property immediately.

32. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor's electrical transmission facilities located in or on the Grantor's Property is transferred or assigned by Grantor to an independent system operator ("ISO") or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor's rights under this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

COMMONWEALTH EDISON COMPANY

By: _____

City of Joliet

By: _____
Print Name: _____
Title: _____

SCHEDULE OF EXHIBITS

- A Legal description of Grantor's Property
- B Easement Premises
- C Additional Conditions

EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

JOLIET-TIEDTVILLE R/W & WILL COUNTY-JOLIET R/W

SECTION 07, TOWNSHIP 35 N, RANGE 10 E

JOLIET TOWNSHIP, WILL COUNTY, IL

PIN NO: 30-07-07-304-012-0000

EXHIBIT B TO EASEMENT AGREEMENT

EASEMENT PREMISES

See attached,

02.2401619-GLENWOOD WEST ACRES

EXHIBIT C TO EASEMENT AGREEMENT

ADDITIONAL CONDITIONS

The Petitioner must adhere to the following criteria:

1. Ensure that the work scope and potential new scope of work will not encroach upon ComEd's required clearances of the existing ComEd overhead and/or underground facilities and remain within 15' of any distribution infrastructure, a minimum of 3' below transmission and/or distribution infrastructure, then ComEd sees no conflicts with the proposed work. If work does encroach onto the required clearance of the existing ComEd overhead facilities, then it will be the sole financial responsibility of the requester to replace, repair and or restore any and all ComEd facilities ensuring to stay within proper clearances and guidelines set by both the Environmental and ComEd's standards
2. Prior to digging, excavating, or re-grading work, the normal JULIE or DIGGER process must be followed.
3. A joint walk-down should be scheduled prior to construction between Adesta (AUS) Technology and the construction contractor by contacting Bob Sullivan (630) 272-9245 at Adesta (AUS) Technology to determine if the cable requires protection or needs to be relocated.
4. Surveys of fiber vaults in parcels will need to be staked out prior to any construction start.
5. If construction plans require us to protect, modify, or move any fiber optic facilities either underground or overhead, it will be done at the sole expense of the requester.
6. We should retain access rights to use and maintain all parts of the fiber optic cable.
7. Petitioner cannot plant or allow any vegetation to grow over 10 feet tall on transmission ROW and under transmission lines.
8. If during our cycle maintenance, we find vegetation over 10 feet we will give them 21 days to mitigate the issue if after that we will remove and expect reimbursement for charges.
9. Petitioner, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements and Landlord's vegetation management practices and procedures in effect from time to time during the Term.
10. Petitioner to provide proper clearance to all ComEd facilities. All overhead and underground rights to be retained on the section of the ROW and ComEd must have access to these facilities.
11. The City of Joliet water main project must maintain the proper clearances from the existing and ultimate transmission facilities. For any work occurring in the ROW, the Petitioner must follow the safety requirements for working in the vicinity of electric transmission facilities. These requirements will help to provide for the maintenance as well as the safe and effective operation of ComEd's transmission facilities.
12. Engineering review was completed using plans titled "CITY OF JOLIET, ILLINOIS GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS CITY OF JOLIET CONTRACT NO. 2930-0126 WATER MAIN REPLACEMENT IEPA LOAN NO. L17-6077," dated December 12, 2025, plotted November 25, 2025. If the final design deviates from these plans (or any additional facilities are planned to be installed), **revised plans must be sent to ComEd Engineering** for review and comments before any work is performed.
13. Please note that abandonment of retired facilities is not permitted within ComEd property. Any provisions for future retirement and removal shall be considered at this time.

14. A ComEd T&S individual will be provided as a single point of contact during the duration of the construction period. Please contact Tina Kowalczyk 1+224-244-1826 a minimum of 48 hours prior to the start and upon completion of the project.
15. Subsurface utility installations and excavations shall be a minimum of fifteen (15) feet away from the edge of any transmission structure foundation or embedded pole.
16. The edge of any workspace or laydown area shall not encroach closer than fifteen (15) feet from the edge of any transmission structure foundation or embedded pole. **No material or equipment should enter into this fifteen (15) foot buffer area around the edge of each structure. This note should be added to any construction drawings.**
17. Timing of construction shall be coordinated with ComEd to ensure no conflicts with other projects.
18. The Petitioner is advised that venting of any pipe contents is not permitted under the ComEd overhead transmission facilities. The Petitioner shall contact the Overhead Transmission Engineering department if the above note cannot be adhered to.
19. The petitioner and/or its contractor are advised that if heavy snow, rains and/or a large amount of water enters the excavation site and/or pooling occurs within the excavation site, the Overhead Transmission engineering department must be contacted for further instructions.
20. The petitioner and/or its contractor must place barriers if the excavated area must remain open overnight.
21. The petitioner and/or its contractor cannot place obstructions on ComEd property that will restrict our ability to access, operate and maintain existing and future transmission and distribution facilities.
22. The petitioner and/or its contractor cannot leave construction equipment and materials on ComEd Property when there is no work activity.
23. The petitioner and/or its contractor may not place excavated spoil within the 15-foot restriction zone at any time. Spoil piles must be no taller than 5'. Under no circumstances may any vehicle drive on top of spoils.
24. It is suggested that the Petitioner and/or their contractor ground any exposed pipe and/or equipment during all work on the ComEd right-of-way to protect against induced voltages.
25. The Petitioner is responsible for its own research and implementation, if necessary, of cathodic protection and grounding of the proposed facilities due to any existing and future ComEd equipment, and any incurred costs associated with protection or corrosion for any reason. The petitioner shall indemnify ComEd of any damage caused by induced voltages.
26. The Petitioner cannot change grade within the right-of-way. The Petitioner must ensure that the existing drainage is not adversely affected, storm water does not pool on the R/W or adjacent properties and ComEd NESC safety clearances are not violated. Spreading of excavation spoils is not permitted.
27. Any equipment cannot exceed fourteen (14) feet in height on the ComEd Transmission ROW during mobilization or travel.
28. When working in the vicinity of ComEd's electric transmission lines during the installation, ComEd requires minimum of twenty (20) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment for the Petitioner's contractor and ComEd's existing 138,000 volt electric transmission conductors and a minimum of thirty (30) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment for the Petitioner's contractor and ComEd's existing 345,000 volt electric transmission conductors. **Under no circumstances should truck beds be raised underneath ComEd transmission lines. This note should be added to any construction drawings.**
29. If the petitioner and/or its contractor determines a line outage will be required to safely work within the vicinity of the existing Overhead Transmission facilities a minimum of a 16-week prior

notification will be required. The outage dates cannot be guaranteed due to system concerns and/or weather conditions. The petitioner is responsible for any costs associated with outages and their coordination. Outages on the overhead transmission facilities will not be permitted between the months of May 15 and September 15.

30. The Petitioner's facilities on ComEd's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand ComEd construction traffic.
31. The Petitioner must be made aware that the Company does use heavy equipment and cannot be responsible for any damage to the Petitioner's facilities that may occur due to the Company's right to access our property to operate and maintain new and existing transmission and distribution facilities.
32. Upon completion of the petitioner's project, the Petitioner must remove any equipment, construction debris and material from the right-of-way and restore any other disturbed areas of the right-of-way to their pre-construction condition.
33. ComEd's Environmental Services Department (ESD) approves this request from an environmental perspective with the below comments. **Note: The items in red must be submitted to ESD for review and approval as indicated. Grantee is responsible for all costs associated with any of the noted requirements (consulting, permitting, clean-up, sampling, audit, restoration, etc.).**

Agreement Requirements

1. The property may only be used for the stated purposes of the installation of a 12-inch-diameter water main, removal/abandonment of existing 8-inch and 16-inch water mains, and associated exploratory potholing, as submitted in the plans entitled, "CITY OF JOLIET, ILLINOIS GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS CITY OF JOLIET CONTRACT NO. 2930-0126 WATER MAIN REPLACEMENT IEPA LOAN NO. L17-6077," dated December 12, 2025, plotted November 25, 2025. **Any revision to the plans must be submitted to ESD for review and approval. Grantee must submit a formal request to ComEd Real Estate and obtain written approval from ESD for any other proposed uses of ComEd property.**
2. Grantee will be held responsible for future maintenance of the water main. This includes keeping the ComEd Right-of-Way (ROW) free of garbage, debris, and any third-party dumping. If third-party dumping occurs on or around the agreement area, Grantee must notify ComEd immediately or be held responsible for cleanup of any illegally dumped materials.
3. ComEd anticipates that any leaks, spills, overflow, or similar will be addressed immediately by Grantee at their expense. In the event of a leak/spill on ComEd property, Grantee must notify ComEd within 24 hours and provide a written report within 5 business days.
4. Without prior authorization from ESD, Grantee is not permitted to develop the unpaved areas or change the grade of the subject property in any way other than what was submitted in this request. This includes activities of adding gravel or other fill material to the ComEd property.
5. No hazardous materials, including petroleum products, may be stored, used, or transferred on ComEd property. Vehicles and equipment containing petroleum products may be driven on ComEd property but may not be stored or parked on ComEd property.

Construction Project Requirements

6. All construction equipment must be free of leaks, and any leaks of oils or chemicals that occur must be cleaned up immediately and reported to the appropriate agencies as needed.
7. Daily equipment inspections must be conducted to verify proper working condition before equipment use on ComEd property. Written records of equipment inspections must be available

- to ESD upon request.
8. No construction, demolition, or equipment staging is permitted on ComEd-owned property.
 9. Concrete washout activities are prohibited on ComEd property.
 10. Vehicle and equipment fueling is prohibited on ComEd property.
 11. A spill kit of appropriate size must be present and accessible at all times during construction activities on ComEd property.
 12. In the event that drain tiles are damaged, Grantee shall repair or replace, as appropriate, the damaged drain tiles and accept responsibility for any adverse drainage issues and related damages that may arise.
 13. ESD must provide written authorization for the discharge from excavation dewatering activities on ComEd property. If approved, dewatering activities must be conducted in accordance with Illinois Urban Manual (IUM) guidelines.

Excavation, Spoils and Materials

14. If the project requires removal of soil or waste from ComEd property, including hydrovac spoils, this must be removed by a ComEd Environmental Contractor of Choice (ECOC) and taken to a ComEd approved landfill. It is prohibited to dispose of any like material at a Clean Construction or Demolition Debris (CCDD) landfill. A list of ECOCs is enclosed with this letter.
15. Grading of excess soil is prohibited on ComEd property.
16. If the project requires additional soil and gravel, only certified “clean” fill shall be used. The source of the clean fill must be approved by ESD. For approval, the following conditions must be met:
 - a. A certificate of virgin material must be obtained from the source of any aggregate material.
 - b. Soils must be certified clean by the source and/or analyzed every 500 cubic yards for total concentrations of the comprehensive suite of parameters listed in Title 35 Illinois Administrative Code (35 IAC) Part 740, Site Remediation Program (SRP) Appendix A, Target Compound List (TCL), and verified to meet the Illinois Environmental Protection Agency’s (IEPA’s) CCDD Fill Operations and Uncontaminated Soil Fill Operations standards (35 IAC Part 1100), Maximum Allowable Concentrations (MACs).
17. Stratification of soil horizons is required for all excavation, backfilling, and restoration activities.
18. All soil must be managed in accordance with IUM guidelines.
19. No construction debris, soil, fill material, or spoils may be stored on ComEd property.
20. Environmental sampling is not permitted on ComEd property without written approval and guidance by ESD.
- 21. If proposed jacking methods will utilize drilling fluids, Grantee must submit an inadvertent return plan for ESD’s review and approval.**

Environmental Regulations and Permits

22. All applicable regulations must be followed, including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control (SESC) Plan to minimize sediment pollution in stormwater runoff, as well as any other required practices. If the plans change, a revision must be sent to ESD.
23. All applicable environmental permits must be obtained, including National Pollutant Discharge Elimination System (NPDES) stormwater permits, as well as any other applicable environmental permits.
- 24. Grantee must submit copies of all required environmental permits to ESD prior to project start, including an IEPA NPDES ILR10 Construction Permit.**
25. Requirements of all permits must be followed which could include site monitoring, reporting, and

restoration extending well beyond the construction time period.

26. Grantee must follow all applicable environmental laws and regulations including those not specifically mentioned herein.

Condition of Property

27. Any damage caused by Grantee, Grantee's (sub)contractors, or Grantee's guests must be repaired immediately at Grantee's expense.
28. Grantee must provide full restoration of ComEd property when the project is complete, excepting completed improvements, including seeding as necessary.
- 29. Grantee must provide documentation of the property after project completion, including an as-built topographic survey, post-restoration photographs, and a .kmz file of the asbuilt improvements.**

Should ComEd request the following materials in the future, Grantee must be prepared to provide the following information to ComEd (please reference Project Code SR 6690516 in any communications with ComEd):

30. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, endangered species impacts, etc.).
31. A copy of the environmental permit applications for the project.
32. A copy of any environmental reports required by the permits.
34. Copies of certificates of clean fill.
35. Inspection records.

Exhibit B

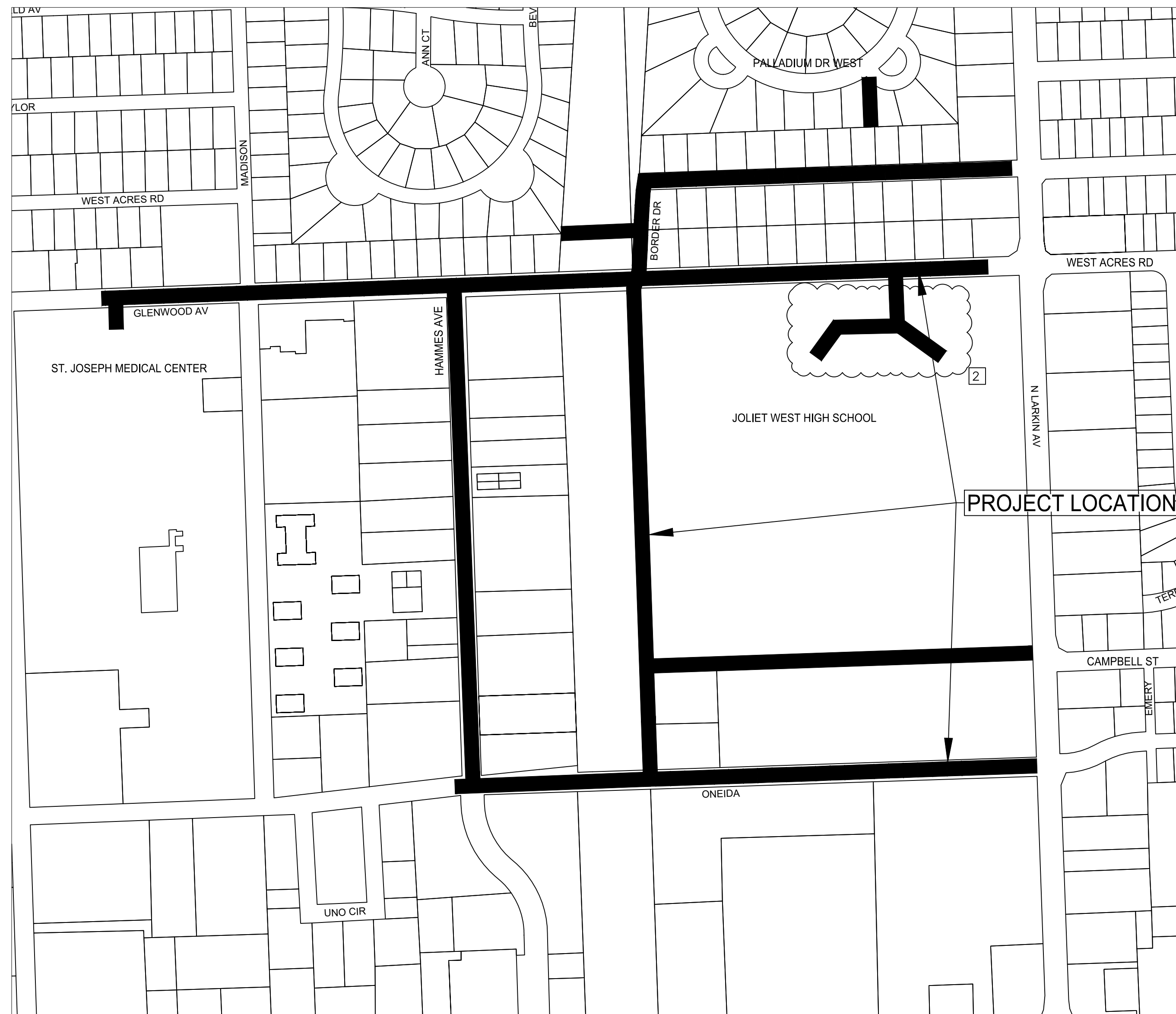
CITY OF JOLIET, ILLINOIS

GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS

CITY OF JOLIET CONTRACT NO. 2930-0126

WATER MAIN REPLACEMENT IEPA LOAN NO. L17-6077

Sheet List Table	
Sheet Number	Sheet Title
G000	COVER
G001	SHEET KEY
G002	LEGEND BENCHMARKS AND ABBREVIATIONS
G003	GENERAL NOTES AND SUMMARY OF QUANTITIES
G004	SUGGESTED MAINTENANCE OF TRAFFIC NOTES
G005	SUGGESTED MAINTENANCE OF TRAFFIC TYPICAL SECTIONS
G006	ONEIDA STREET SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G007	ONEIDA STREET SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G008	ONEIDA STREET SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G009	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G010	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G011	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G012	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G013	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G014	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G015	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G016	GLENWOOD AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
G017	LARKIN AVENUE SUGGESTED MAINTENANCE OF TRAFFIC PLAN
C001	GLENWOOD AVE STA 10+00 TO STA 14+50 PLAN AND PROFILE
C002	GLENWOOD AVE STA 14+50 TO STA 20+00 PLAN AND PROFILE
C003	GLENWOOD AVE STA 20+00 TO STA 25+00 PLAN AND PROFILE
C004	GLENWOOD AVE STA 25+00 TO STA 30+00 PLAN AND PROFILE
C005	GLENWOOD AVE STA 30+00 TO STA 35+00 PLAN AND PROFILE
C006	GLENWOOD AVE STA 35+00 TO STA 40+50 PLAN AND PROFILE
C007	JOLIET WEST HS BOUNDARY STA 45+00 TO STA 50+00 PLAN AND PROFILE
C008	JOLIET WEST HS BOUNDARY STA 50+00 TO STA 55+00 PLAN AND PROFILE
C009	JOLIET WEST HS BOUNDARY STA 55+00 TO STA 60+00 PLAN AND PROFILE
C010	JOLIET WEST HS BOUNDARY STA 60+00 TO STA 63+50 PLAN AND PROFILE
C011	BORDER DR STA 63+50 TO STA 66+50 PLAN AND PROFILE
C012	WEST ACRES ROAD STA 66+50 TO STA 70+00 PLAN AND PROFILE
C013	WEST ACRES ROAD STA 70+00 TO STA 75+00 PLAN AND PROFILE
C014	WEST ACRES ROAD STA 75+00 TO STA 79+00 PLAN AND PROFILE
C015	ONEIDA STREET STA 79+00 TO STA 82+00 PLAN AND PROFILE
C016	ONEIDA STREET STA 82+00 TO STA 85+50 PLAN AND PROFILE
C017	ONEIDA STREET STA 85+00 TO STA 90+00 PLAN AND PROFILE
C018	ONEIDA STREET STA 90+00 TO STA 95+00 PLAN AND PROFILE
C019	ONEIDA STREET STA 95+00 TO STA 98+80 PLAN AND PROFILE
C020	JOLIET WEST HS STA 100+00 TO STA 105+00 PLAN AND PROFILE
C021	JOLIET WEST HS STA 105+00 TO STA 110+00 PLAN AND PROFILE
C022	JOLIET WEST HS STA 110+00 TO STA 114+00 PLAN AND PROFILE
C023	HAMMES AVE STA 120+00 TO STA 125+00 PLAN AND PROFILE
C024	HAMMES AVE STA 125+00 TO STA 130+00 PLAN AND PROFILE
C025	HAMMES AVE STA 130+00 TO STA 135+00 PLAN AND PROFILE
C026	HAMMES AVE STA 135+00 TO STA 138+00 PLAN AND PROFILE
C027	HOSPITAL CONNECTION & PALLADIUM ABANDONMENT
C028	JOLIET TOWNSHIP HIGH SCHOOL CONNECTION
C029	GLENWOOD AVENUE RESTORATION PLAN
C030	ONEIDA STREET RESTORATION PLAN
C031	JOLIET WEST HIGH SCHOOL RESTORATION PLAN
C032	METER PIT DETAIL
C033	CONSTRUCTION DETAILS
C034	CONSTRUCTION DETAILS
C035	CONSTRUCTION DETAILS
C036	HIGH SCHOOL METER VAULT DETAIL
S001	METER PIT STRUCTURAL PLANS & SECTION
S002	HIGH SCHOOL METER PIT STRUCTURAL PLANS & SECTION



VICINITY MAP

EXISTING UTILITIES: #A250862668

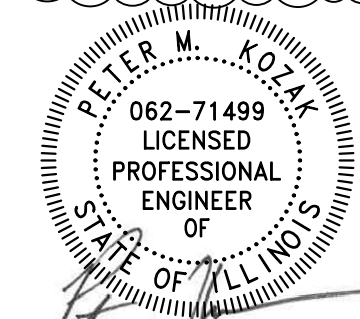
WHERE THE DRAWINGS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE LOCATION OF SUCH UTILITIES. THE INFORMATION IS INCLUDED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE UTILITY LOCATIONS WERE DETERMINED FROM THE BEST AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE DRAWINGS REGARDING THE LOCATION OF UNDERGROUND UTILITY FACILITIES OR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES. THE CONTRACTOR SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION REGARDING THE LOCATION OF THE UTILITY FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THE FACILITIES.



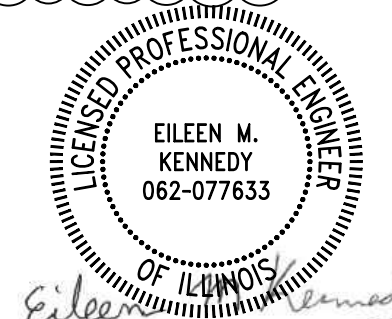
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PROJECT MANAGER
"LICENSE EXPIRES 11-30-2027"



PROJECT ENGINEER
"LICENSE EXPIRES 11-30-2027"

▲ ADDENDUM #2 1/5/26
■ CHANGE ORDER #1 3/16/26

BAXTER & WOODMAN, INC.
STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
LICENSE NO. - 184-001121 - EXPIRES 4/30/2027

PROJECT NO.: 2401619.01 DATE: 12/12/2025

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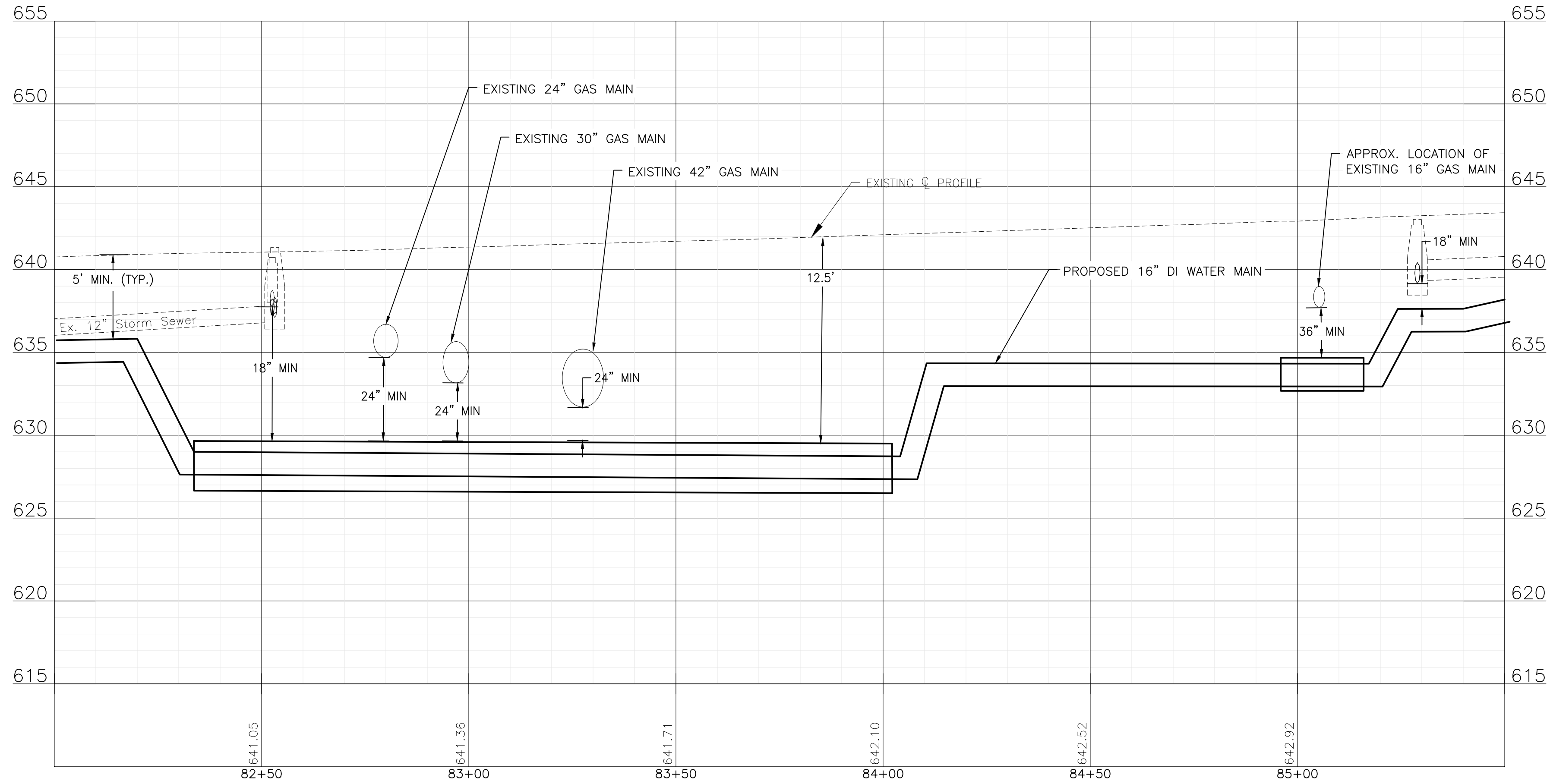
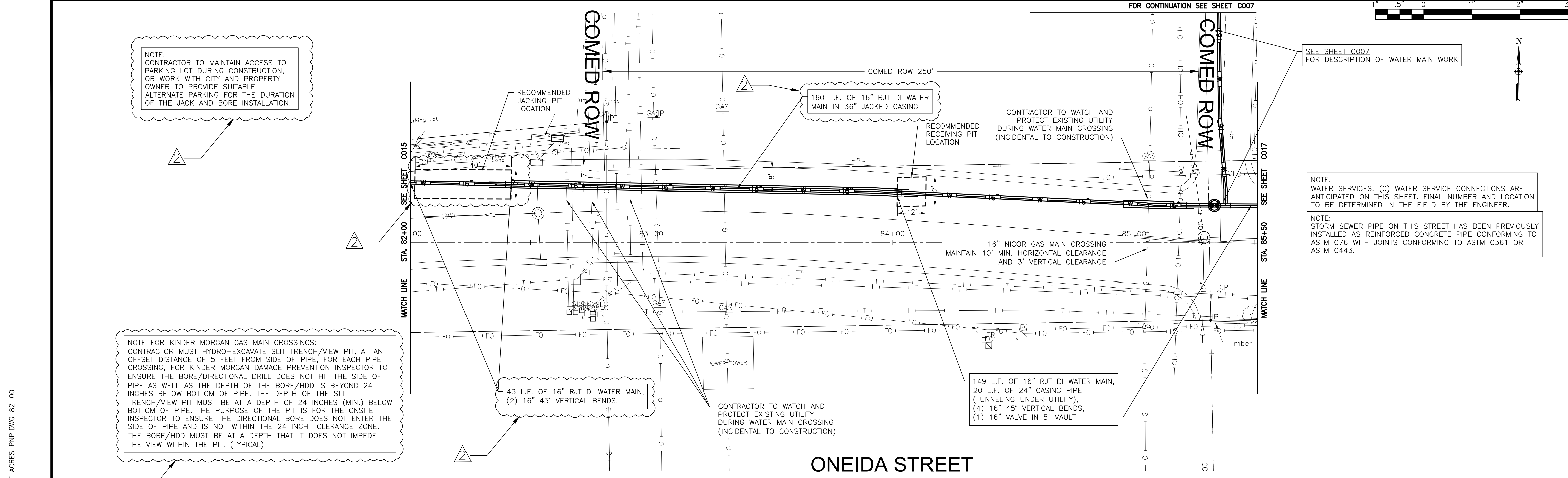
NOTE:
 CONTRACTOR TO MAINTAIN ACCESS TO
 PARKING LOT DURING CONSTRUCTION,
 OR WORK WITH CITY AND PROPERTY
 OWNER TO PROVIDE SUITABLE
 ALTERNATE PARKING FOR THE DURATION
 OF THE JACK AND BORE INSTALLATION.

SEE SHEET C007
 FOR DESCRIPTION OF WATER MAIN WORK

NOTE:
 WATER SERVICES: (O) WATER SERVICE CONNECTIONS ARE
 ANTICIPATED ON THIS SHEET. FINAL NUMBER AND LOCATION
 TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

NOTE:
 STORM SEWER PIPE ON THIS STREET HAS BEEN PREVIOUSLY
 INSTALLED AS REINFORCED CONCRETE PIPE CONFORMING TO
 ASTM C76 WITH JOINTS CONFORMING TO ASTM C361 OR
 ASTM C443.

NOTE FOR KINDER MORGAN GAS MAIN CROSSINGS:
 CONTRACTOR MUST HYDRO-EXCAVATE SLIT TRENCH/VIEW PIT, AT AN
 OFFSET DISTANCE OF 5 FEET FROM SIDE OF PIPE, FOR EACH PIPE
 CROSSING, FOR KINDER MORGAN DAMAGE PREVENTION INSPECTOR TO
 ENSURE THE BORE/DIRECTIONAL DRILL DOES NOT HIT THE SIDE OF
 PIPE AS WELL AS THE DEPTH OF THE BORE/HDD IS BEYOND 24
 INCHES BELOW BOTTOM OF PIPE. THE DEPTH OF THE SLIT
 TRENCH/VIEW PIT MUST BE AT A DEPTH OF 24 INCHES (MIN.) BELOW
 BOTTOM OF PIPE. THE PURPOSE OF THE PIT IS FOR THE ONSITE
 INSPECTOR TO ENSURE THE DIRECTIONAL BORE DOES NOT ENTER THE
 SIDE OF PIPE AND IS NOT WITHIN THE 24 INCH TOLERANCE ZONE.
 THE BORE/HDD MUST BE AT A DEPTH THAT IT DOES NOT IMPEDE
 THE VIEW WITHIN THE PIT. (TYPICAL)



CONSULTANTS	REVISED - Δ ADDENDUM #1 12/22/25
	REVISED - Δ ADDENDUM #2 1/5/26
	REVISED -
	REVISED -

CITY OF JOLIET, ILLINOIS
GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS
CITY OF JOLIET CONTRACT NO. 2930-0126

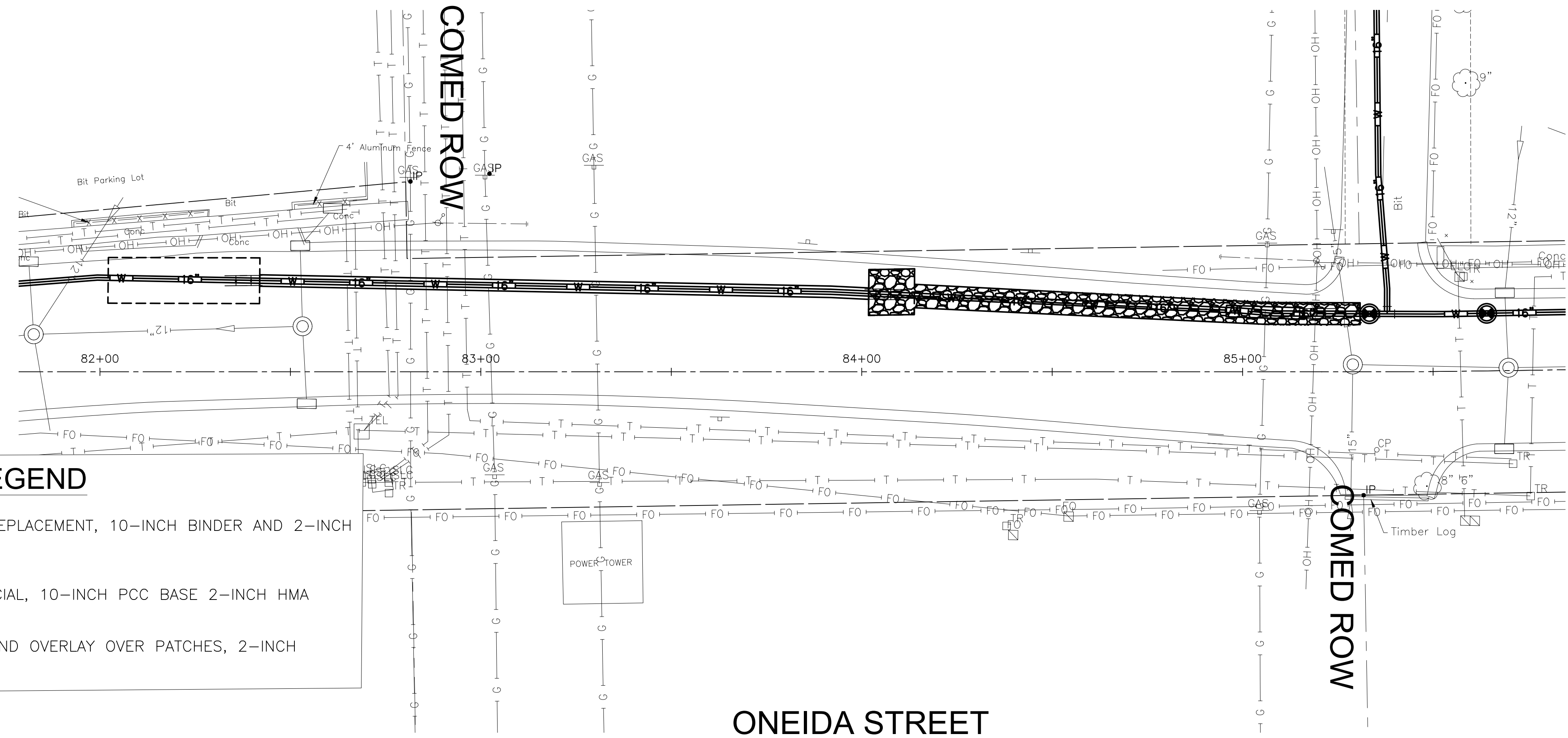
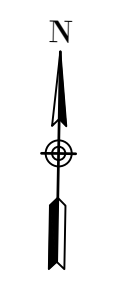
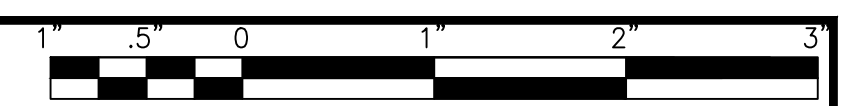
ONEIDA STREET STA 82+00 TO STA 85+50 PLAN AND PROFILE

SCALE: HORIZ 1"=20' / VERT 1"=5'


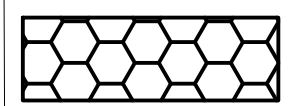

PROJECT NO: 2401619.01

DESIGNED - EMK	TOTAL SHEETS	SHEET NO.
DRAWN - ABN	53	C016
CHECKED - PMK		
DATE - 12/12/2025		

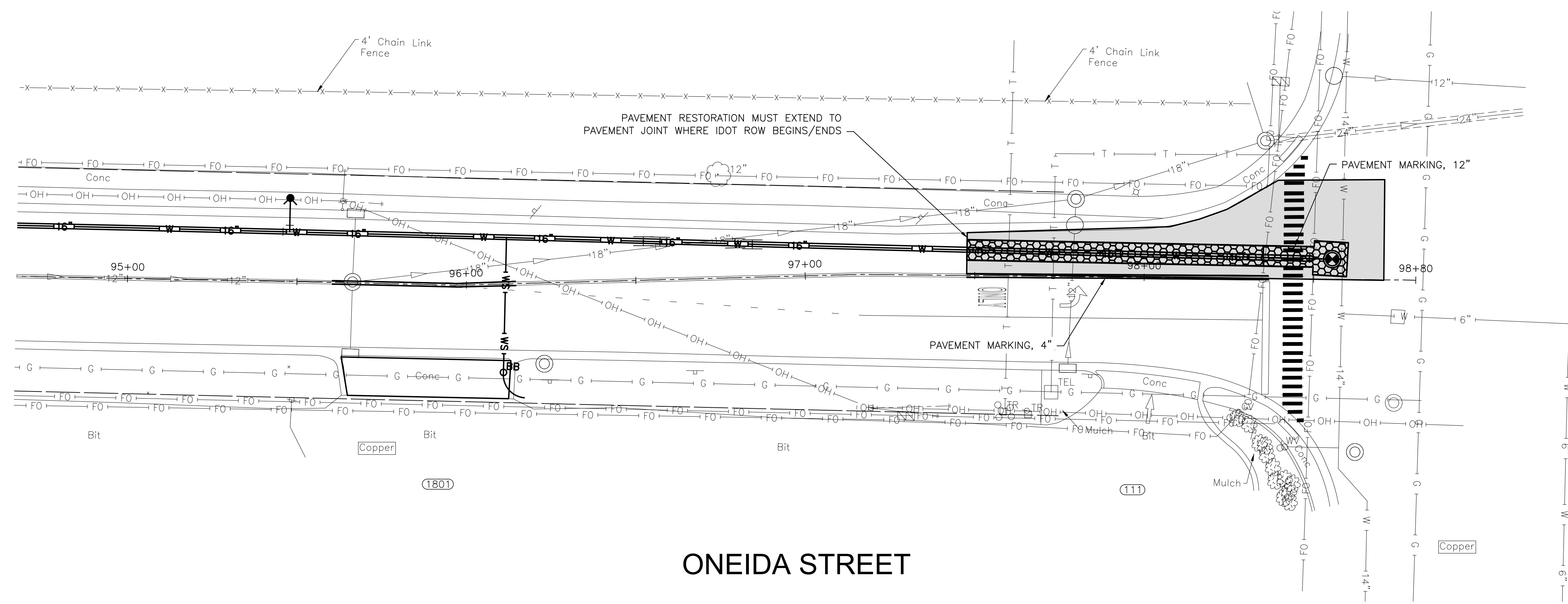
FINAL DESIGN
 FOR CONSTRUCTION



RESTORATION LEGEND

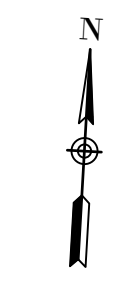
-  HMA REMOVAL AND REPLACEMENT, 10-INCH BINDER AND 2-INCH SURFACE
-  CLASS C PATCH SPECIAL, 10-INCH PCC BASE 2-INCH HMA SURFACE
-  HMA SURFACE MILL AND OVERLAY OVER PATCHES, 2-INCH

ONEIDA STREET



ONEIDA STREET

IL ROUTE 7
(N. LARKIN AVENUE)



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 State of Illinois - Professional Design Firm
 License No. - 184-001121 - Expires 4-30-27

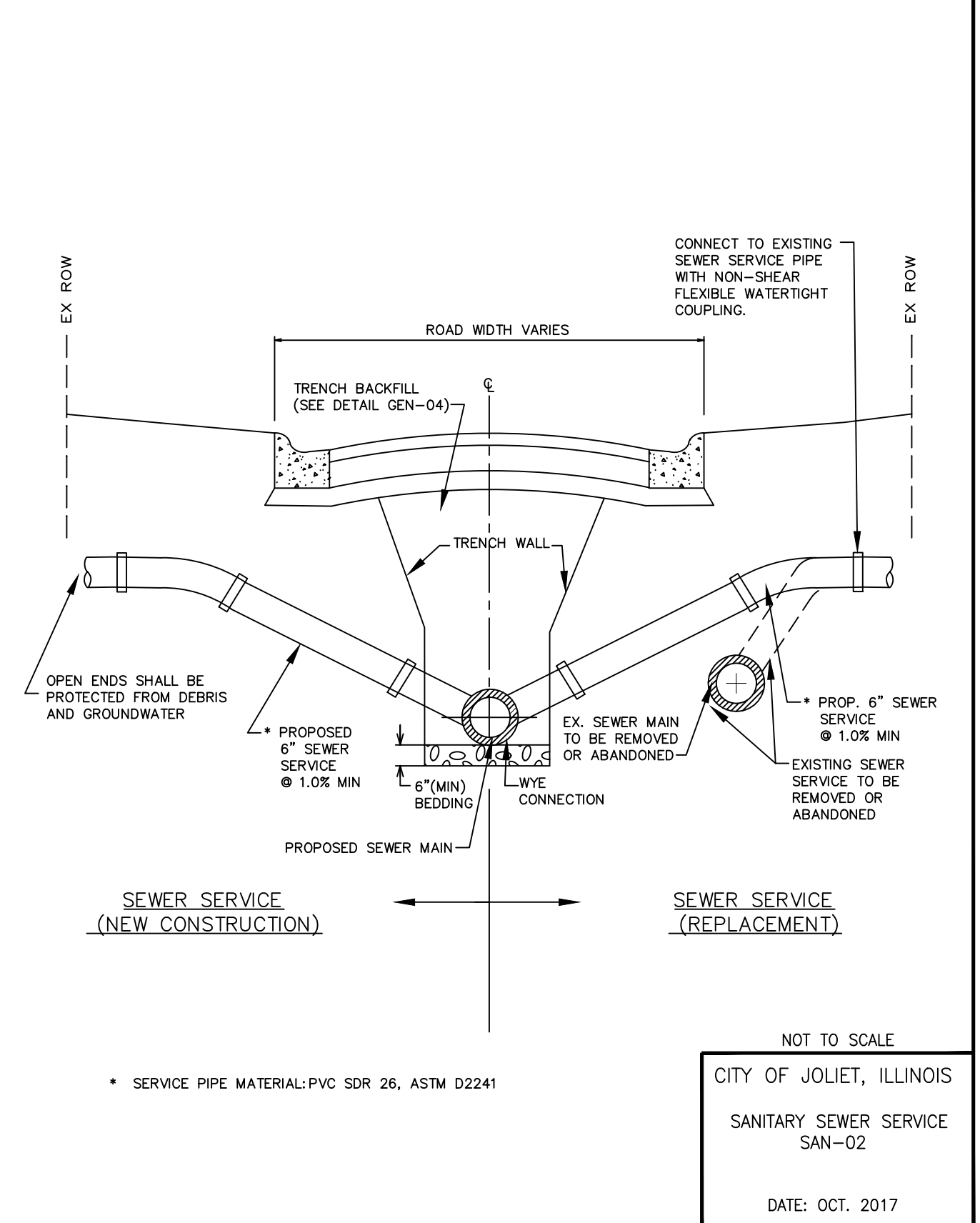
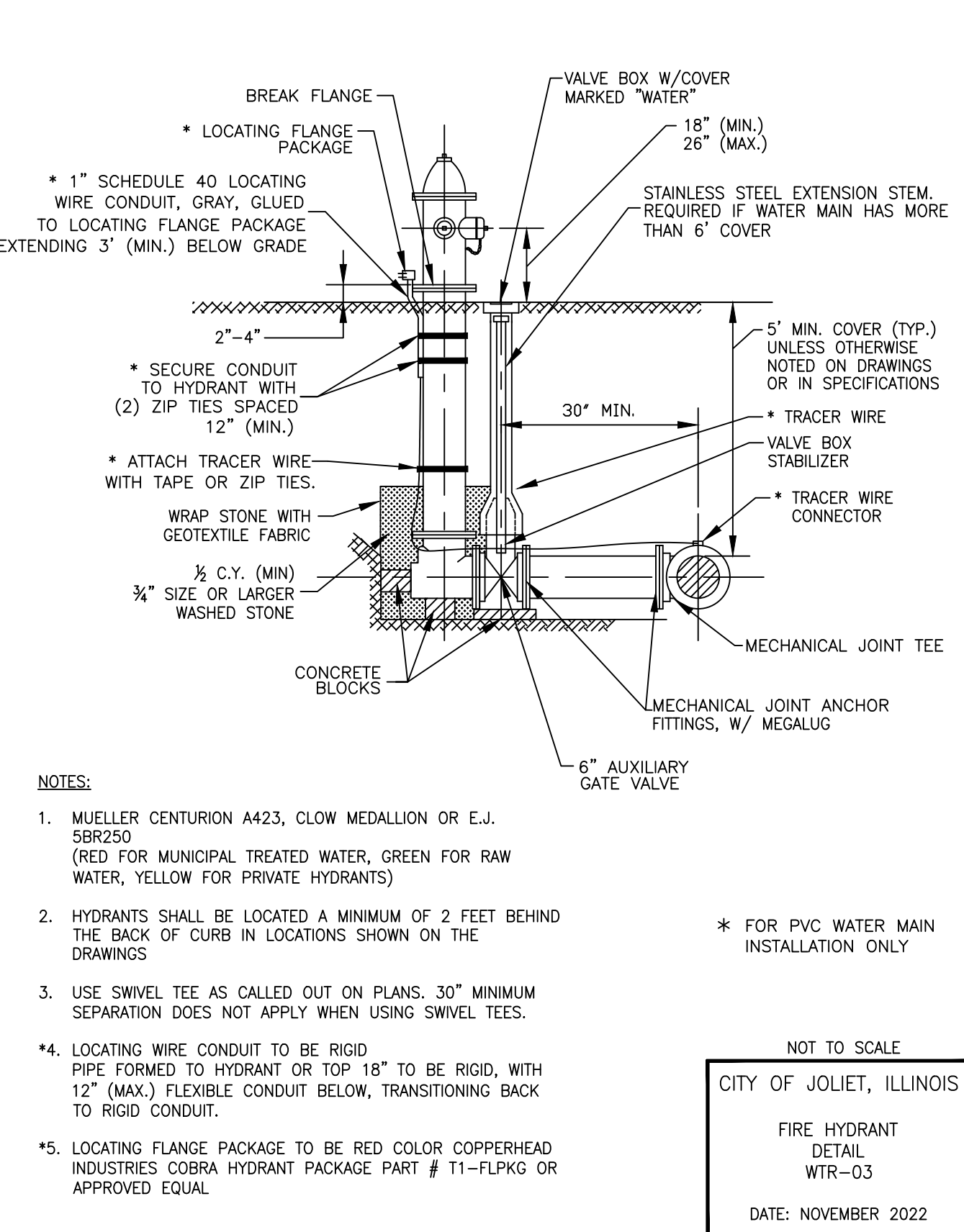
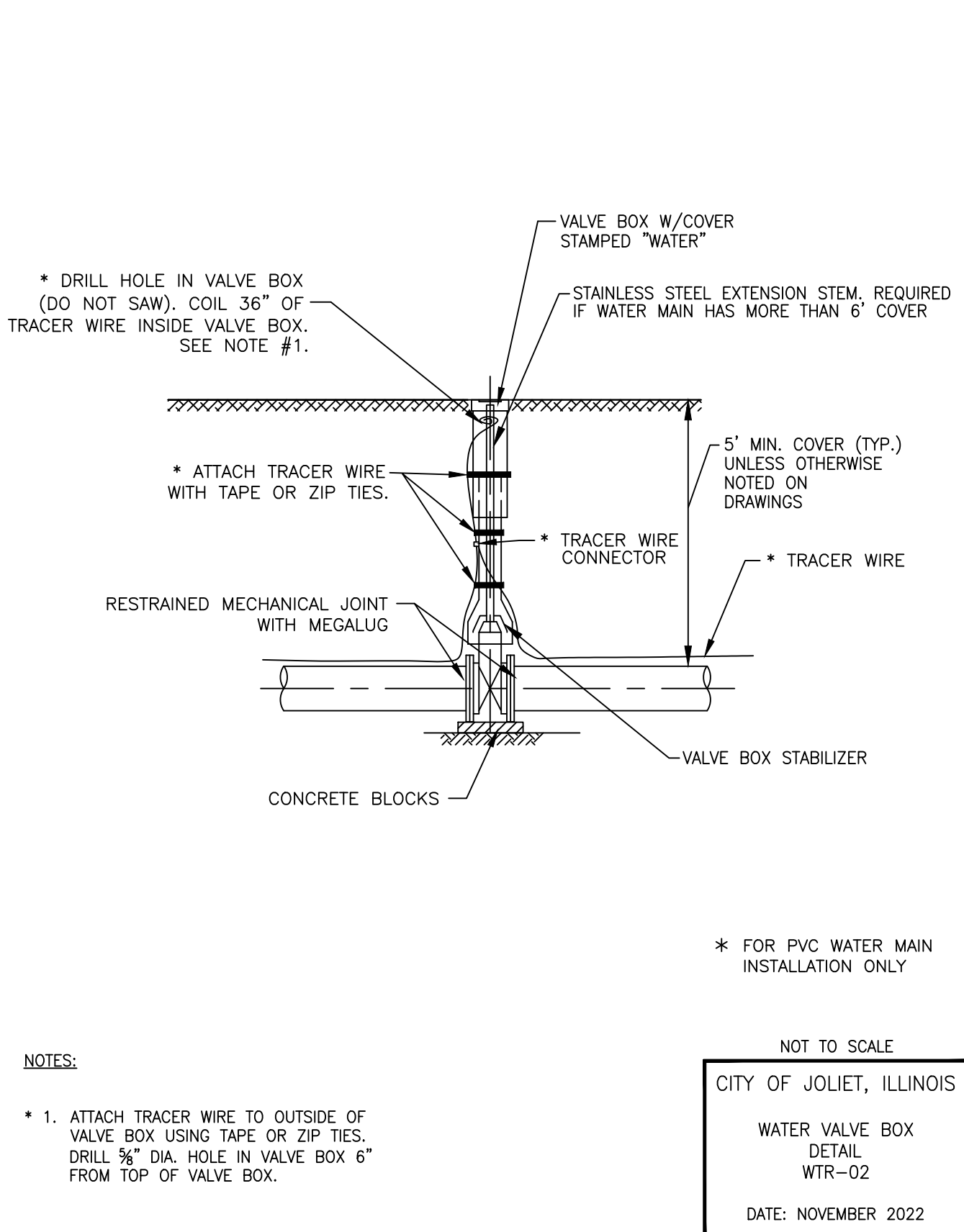
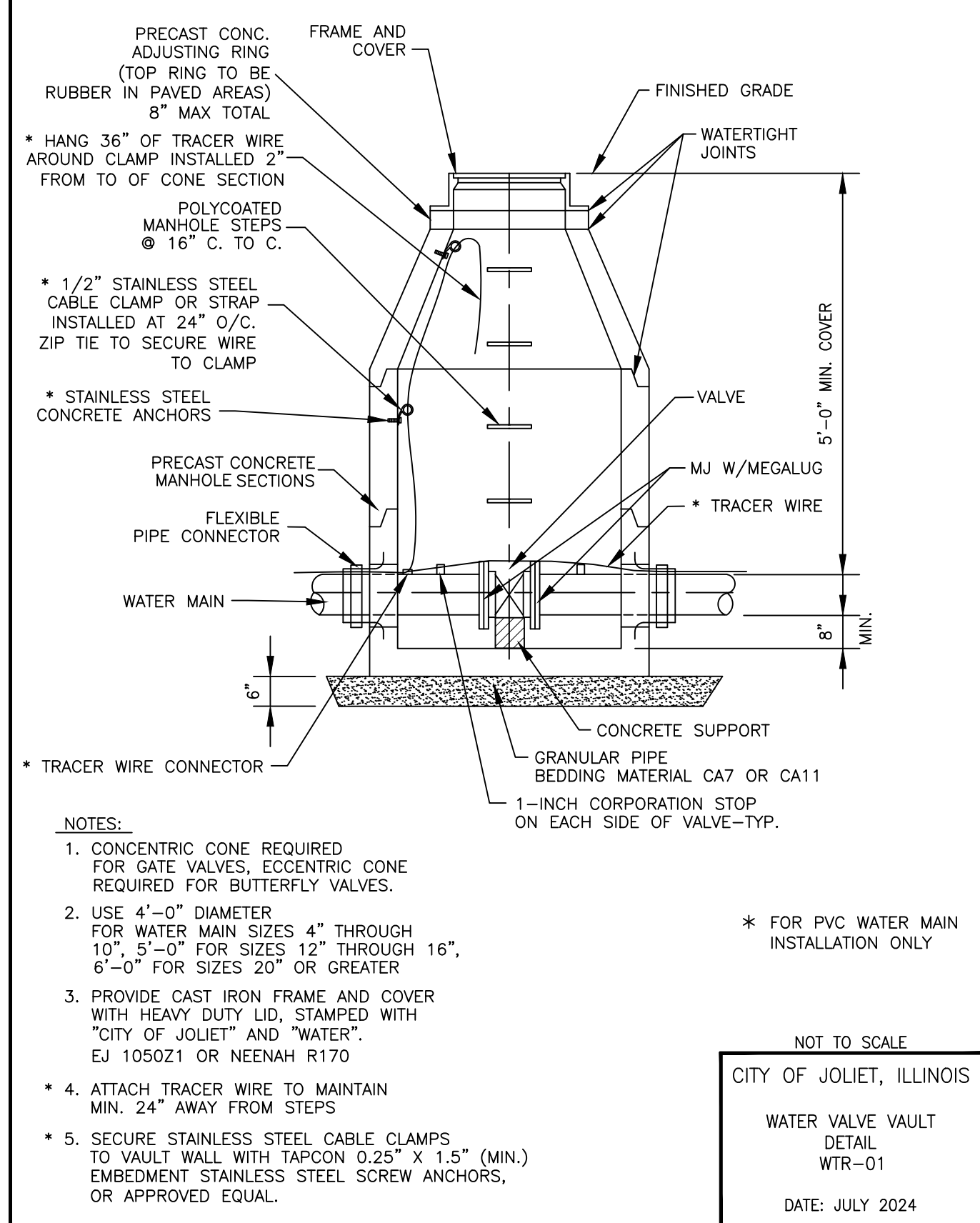
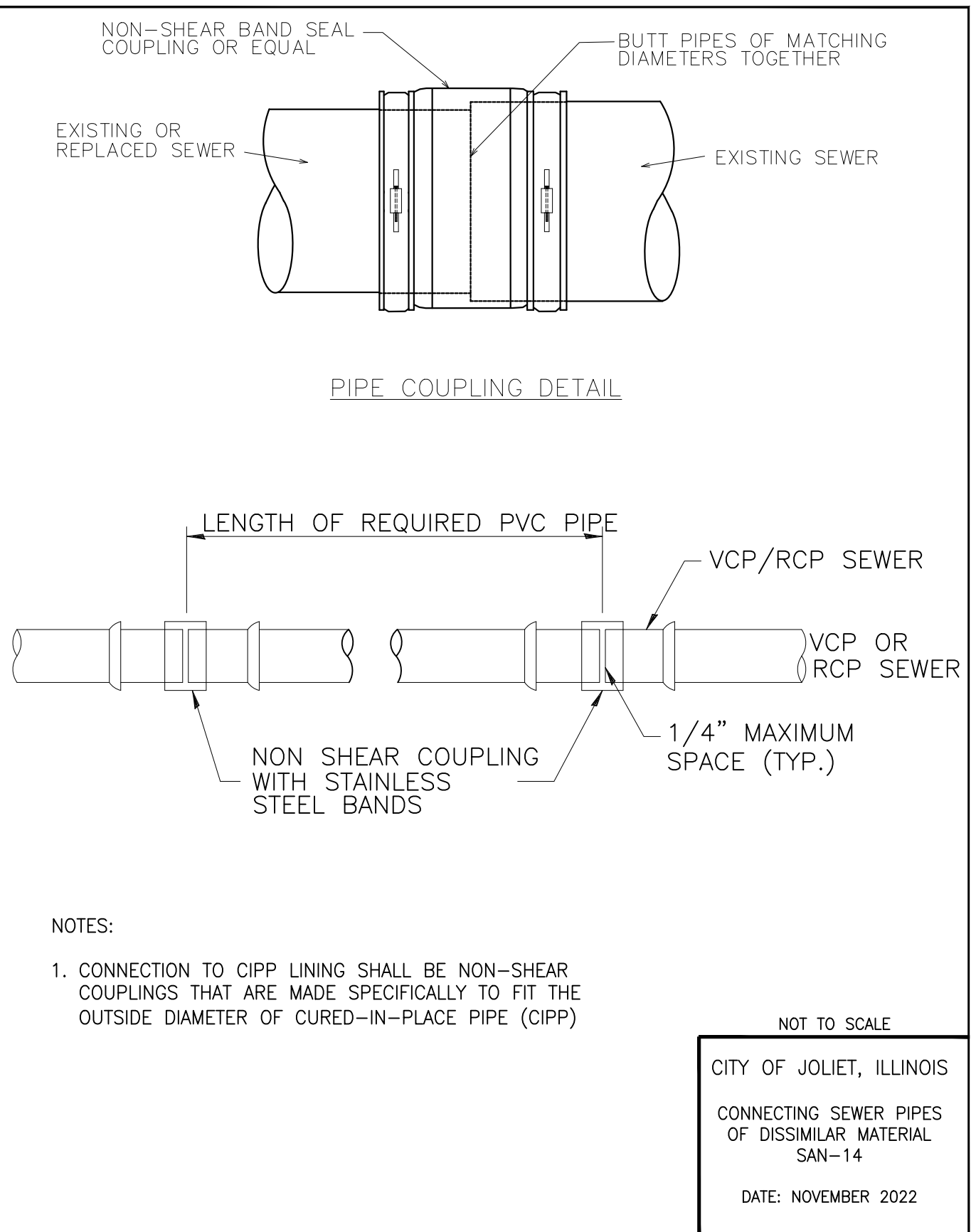
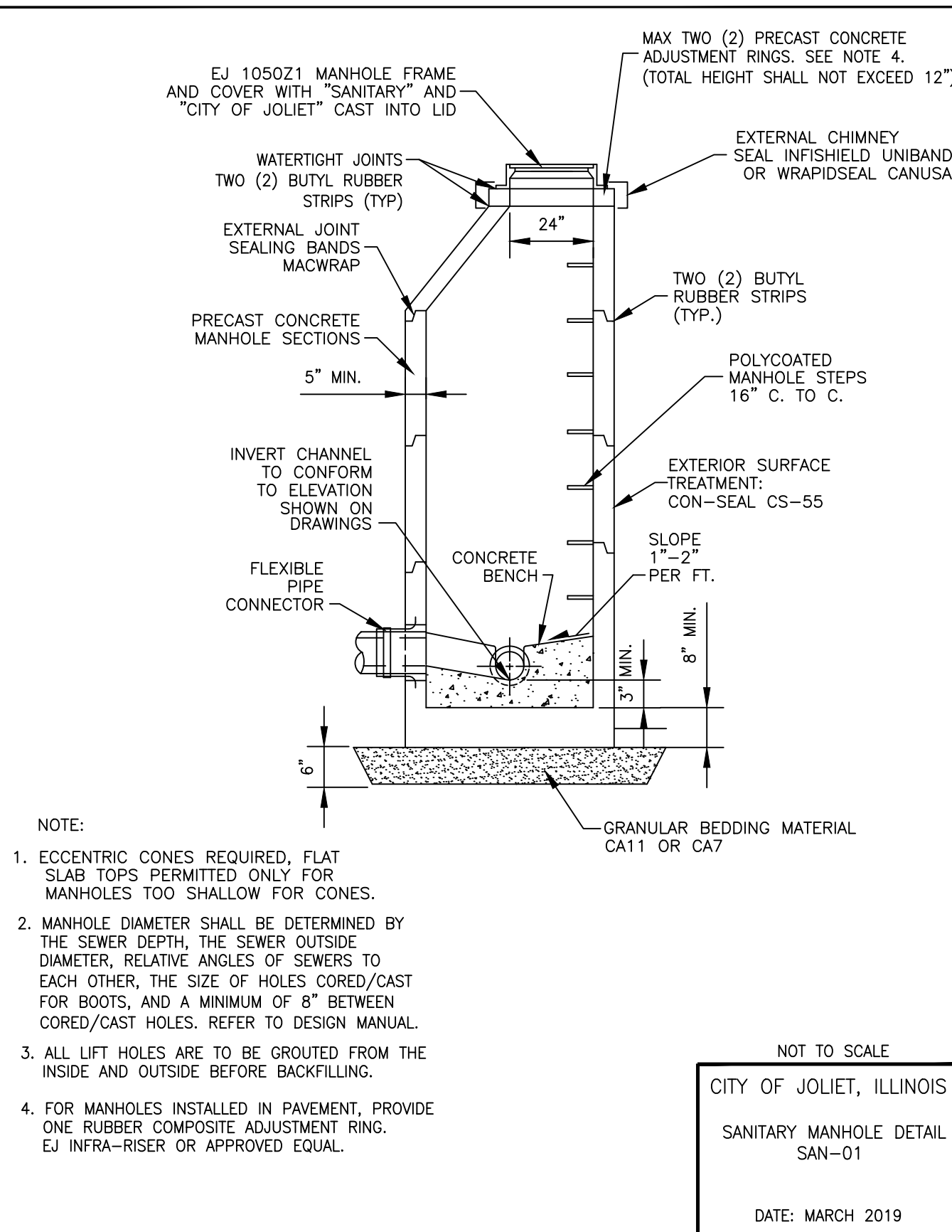
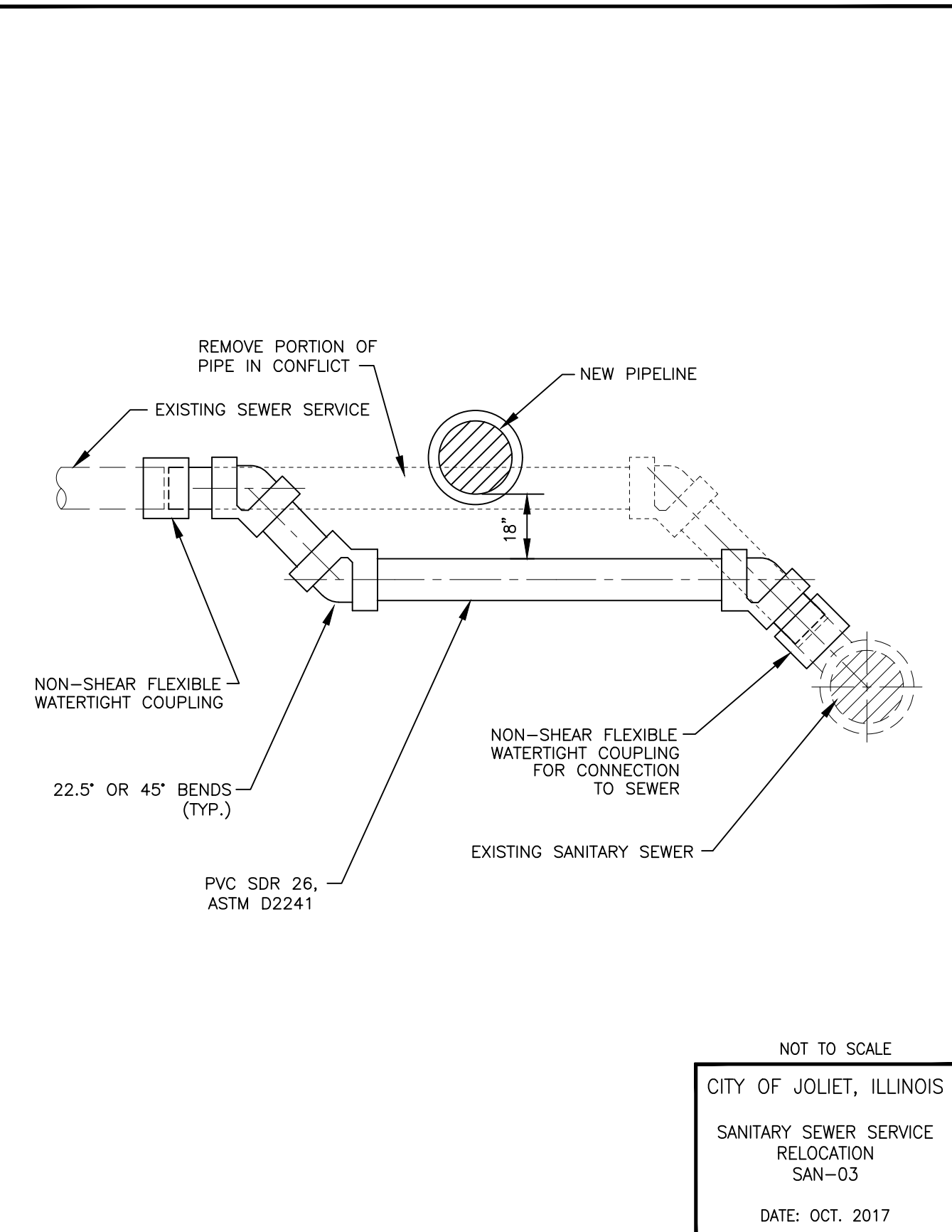
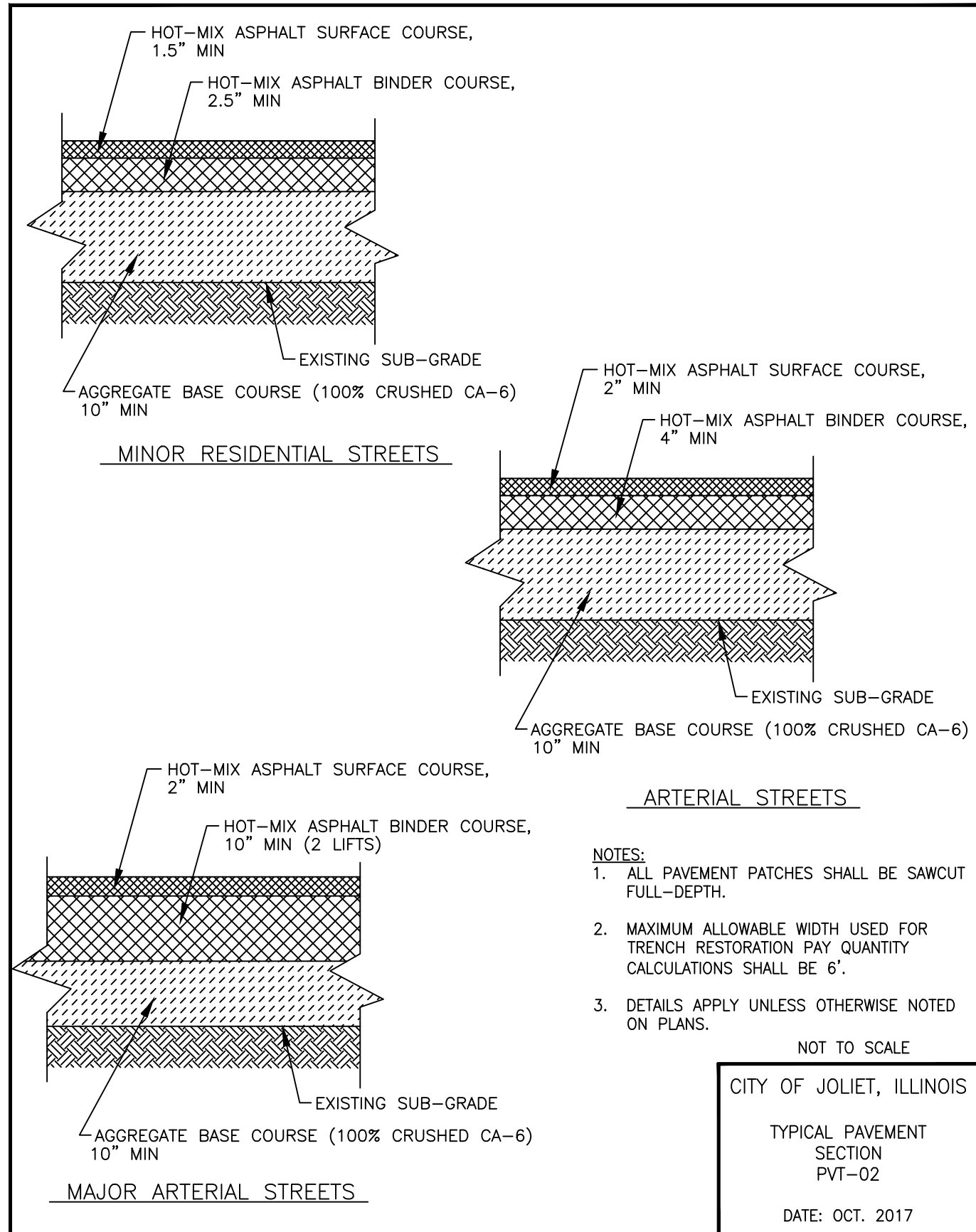


CONSULTANTS	REVISED -
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	REVISED -

CITY OF JOLIET, ILLINOIS
GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS
CITY OF JOLIET CONTRACT NO. 2930-0126

ONEIDA STREET RESTORATION PLAN		TOTAL SHEETS	SHEET NO.
DESIGNED - EMK	DRAWN - ABN	53	C030
CHECKED - PMK	DATE - 12/12/2025		
SCALE: 1" = 20'	PROJECT NO: 2401619.01		

FINAL DESIGN FOR CONSTRUCTION



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 Plotted: 3/6/2026 10:24 AM By: AMAKKAOUI
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 License No. - 184-001121 - Expires 4-30-27



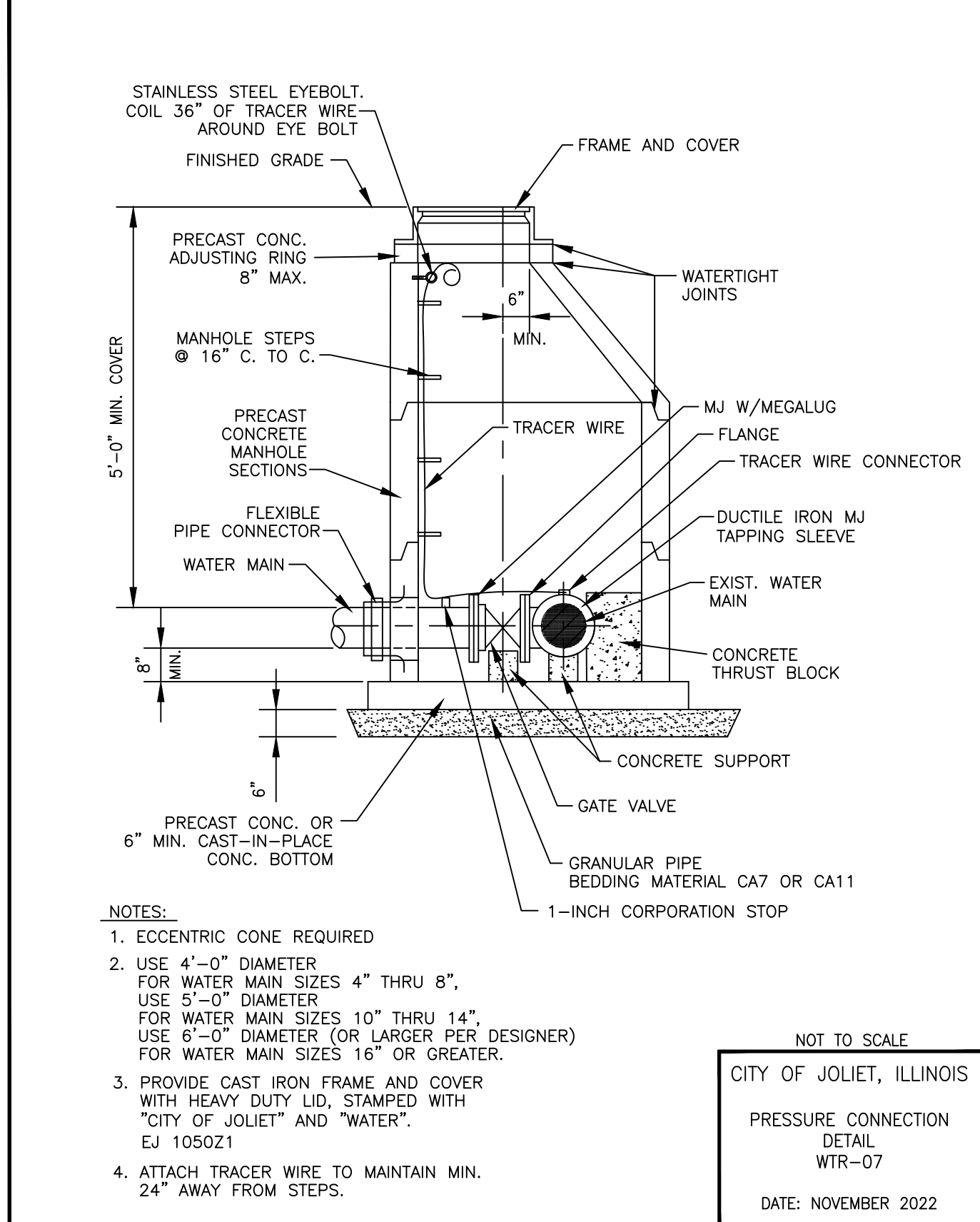
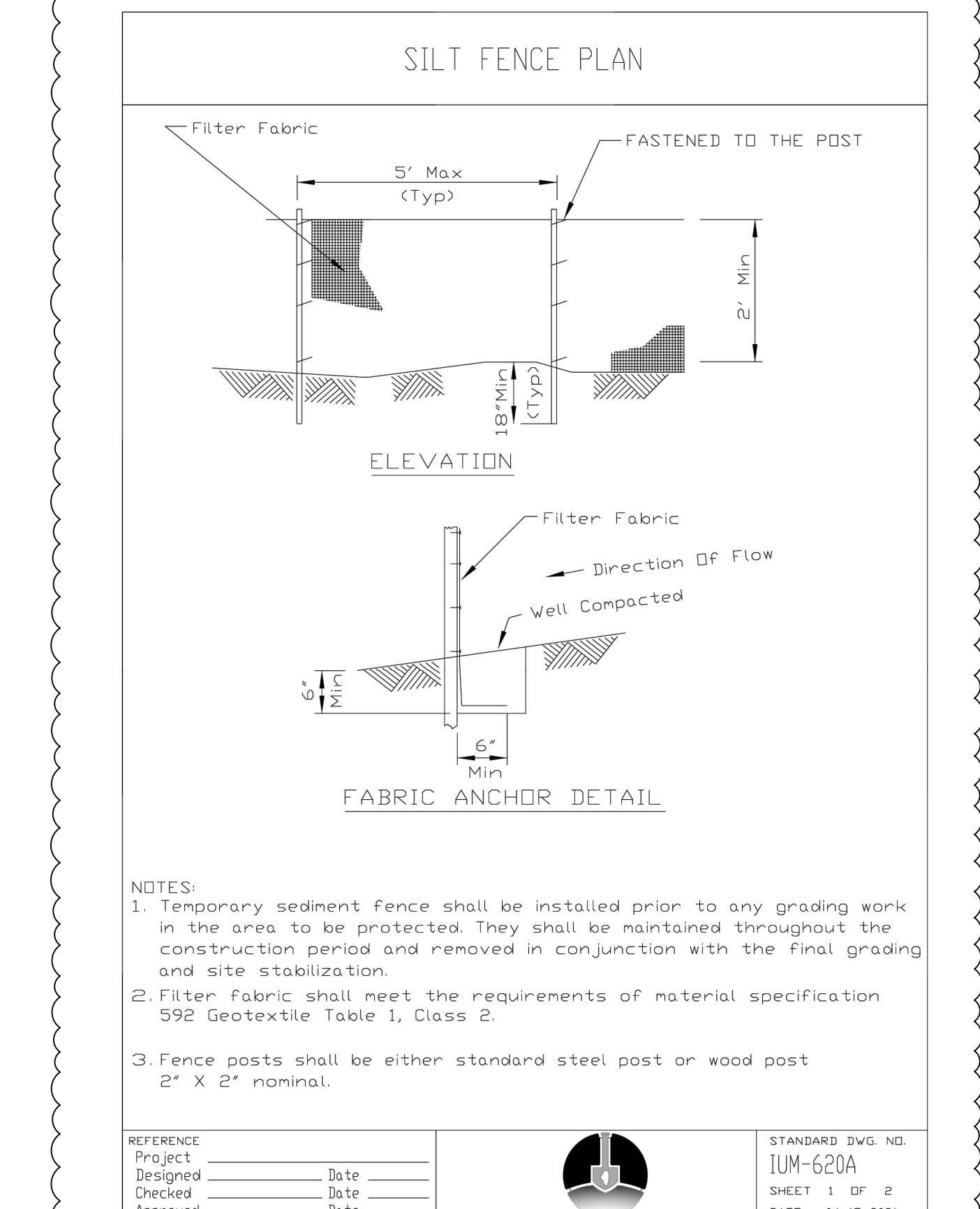
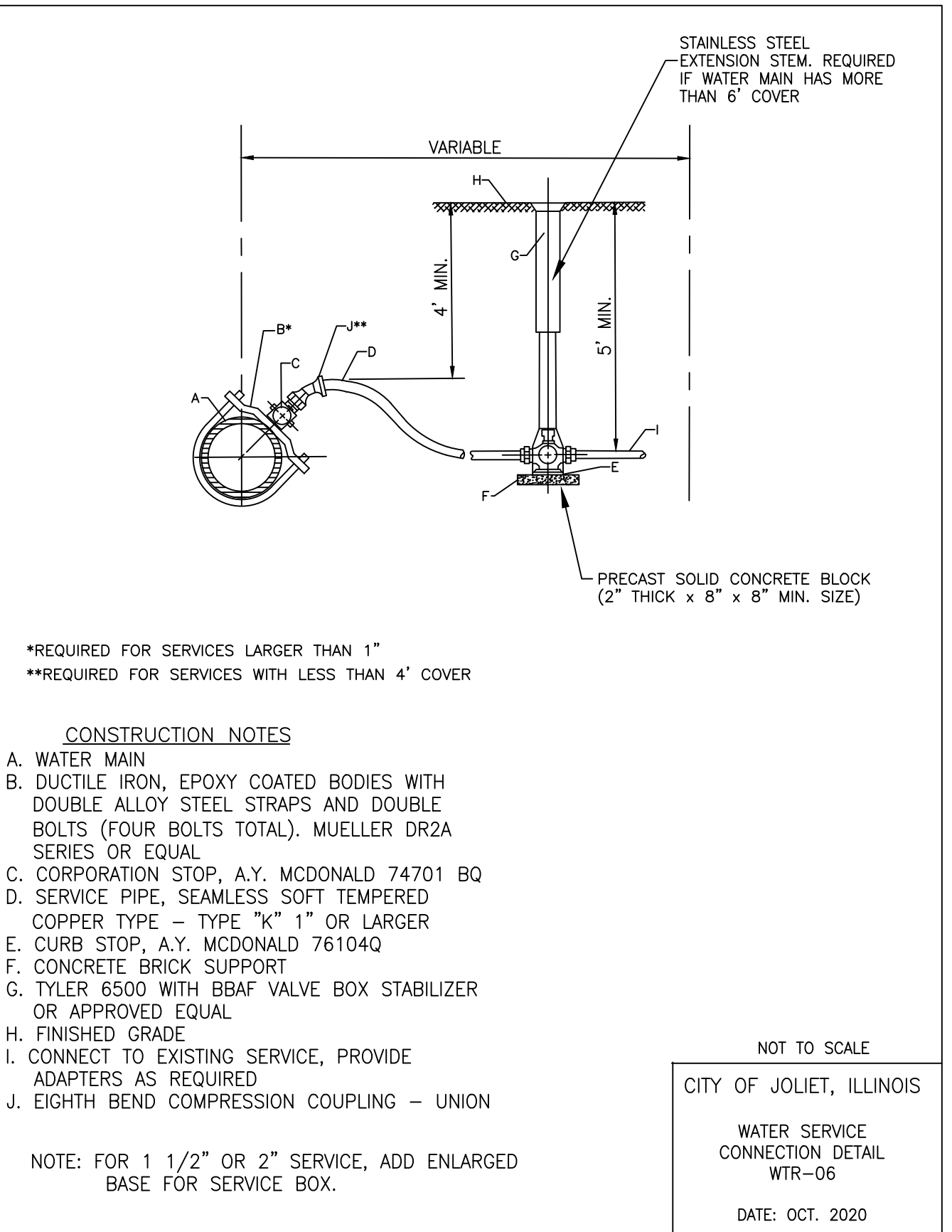
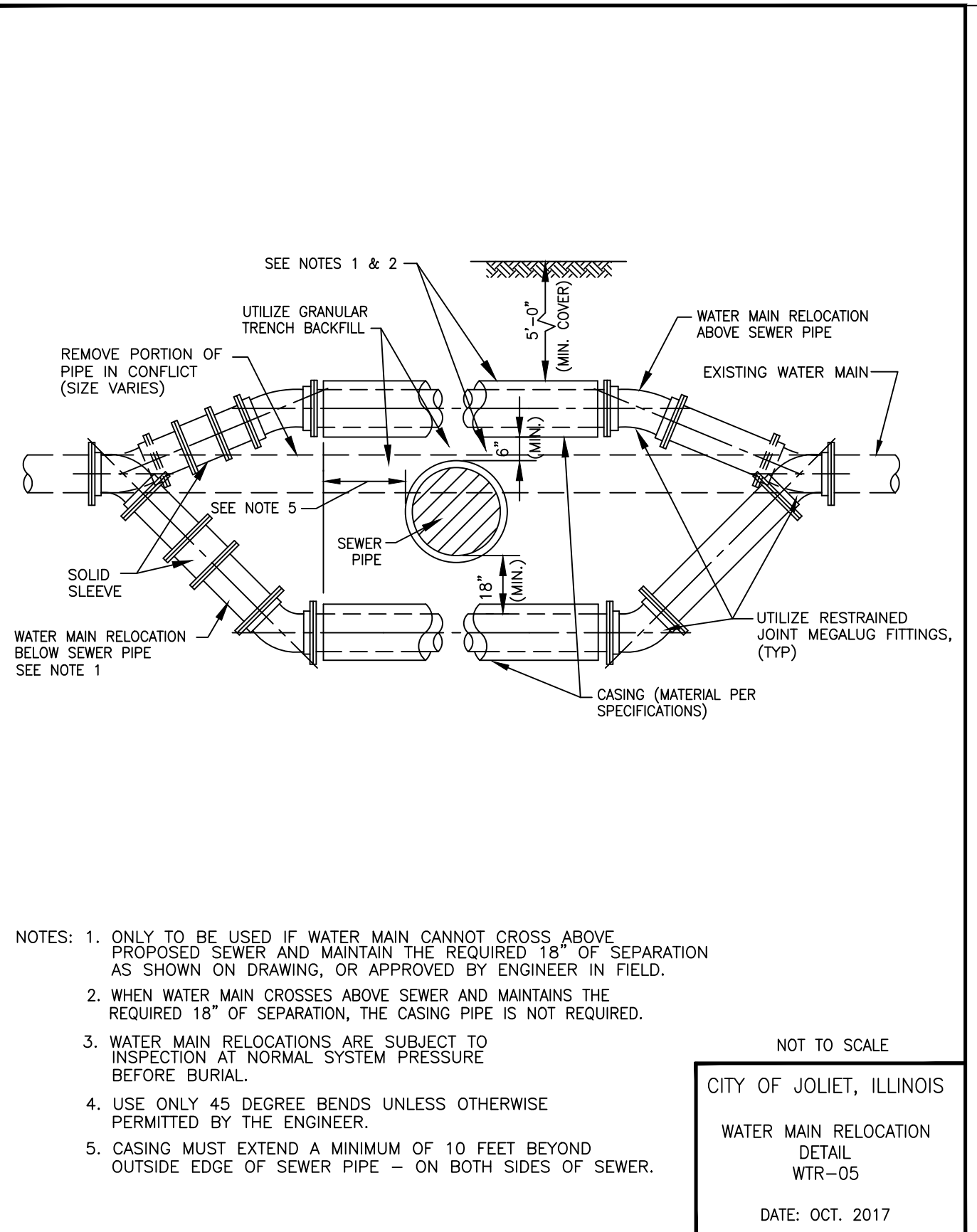
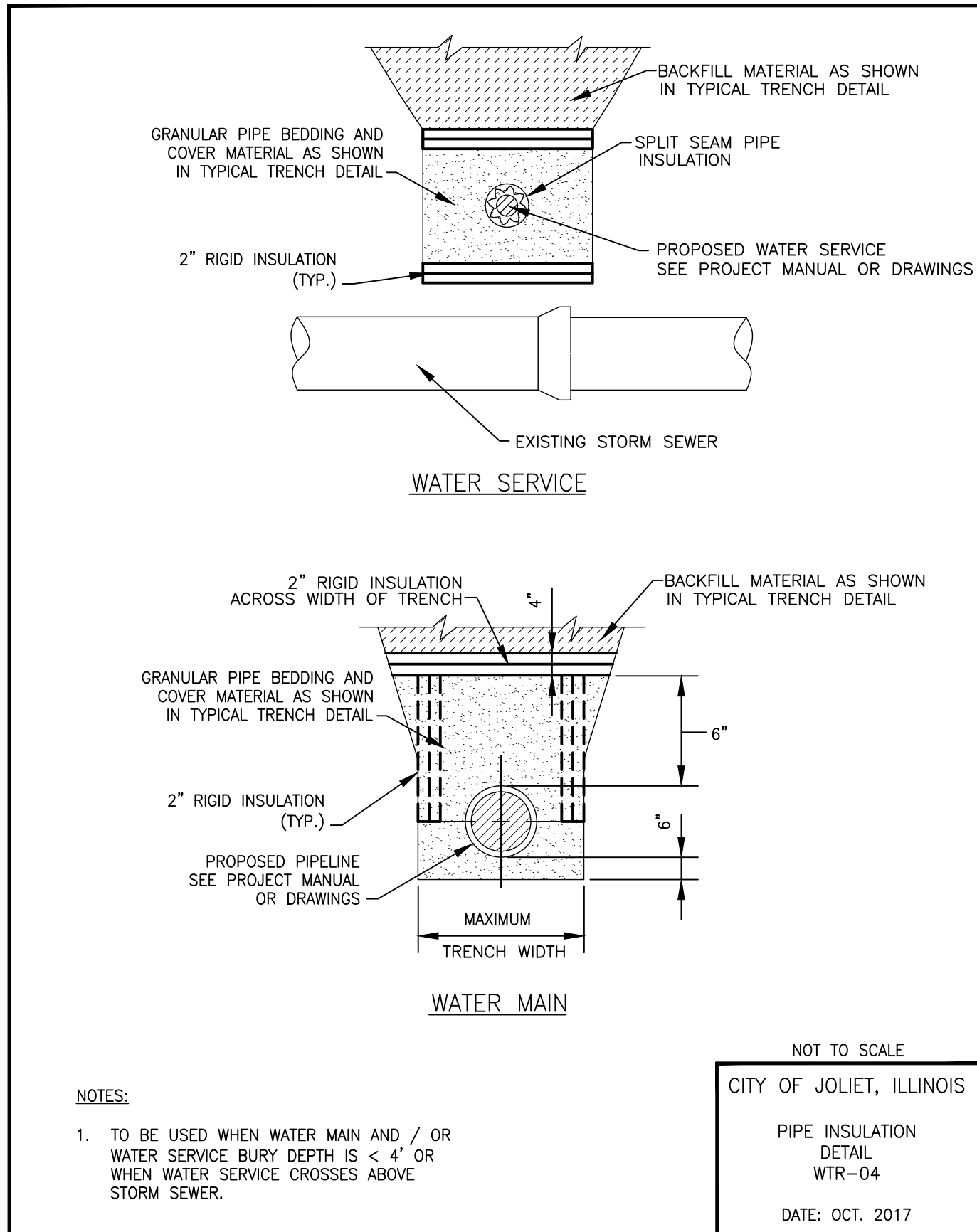
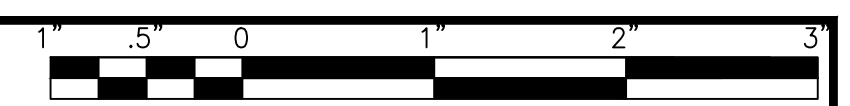
CONSULTANTS	REVISED -
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	REVISED -

CITY OF JOLIET, ILLINOIS
GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS
CITY OF JOLIET CONTRACT NO. 2930-0126

SCALE: AS NOTED	PROJECT NO: 2401619.01	DESIGNED - EMK	TOTAL SHEETS	SHEET NO.
		DRAWN - ABN	53	C034
		CHECKED - PMK		
		DATE - 12/12/2025		

FINAL DESIGN FOR CONSTRUCTION

P:\JOLIC\2401619-2026 WATER MAIN REPLACEMENT PROGRA\CAD\GLENWOOD - WEST ACRES\01_CIVIL_3D\01_SHIFTS-PLANS\2401619-GLENWOOD WEST ACRES-DETAILS.DWG DETAILS (3)
 Plotted: 3/6/2026 10:24 AM By: AMAKKAOUI
 Copyright © 2026, By Baxter & Woodman, Inc.
 State of Illinois - Professional Design Firm
 License No. - 184-001121 - Expires 4-30-27



NOTES: 1. ONLY TO BE USED IF WATER MAIN CANNOT CROSS ABOVE PROPOSED SEWER AND MAINTAIN THE REQUIRED 18" OF SEPARATION AS SHOWN ON DRAWING, OR APPROVED BY ENGINEER IN FIELD.
 2. WHEN WATER MAIN CROSSES ABOVE SEWER AND MAINTAINS THE REQUIRED 18" OF SEPARATION, THE CASING PIPE IS NOT REQUIRED.
 3. WATER MAIN RELOCATIONS ARE SUBJECT TO INSPECTION AT NORMAL SYSTEM PRESSURE BEFORE BURIAL.
 4. USE ONLY 45 DEGREE BENDS UNLESS OTHERWISE PERMITTED BY THE ENGINEER.
 5. CASING MUST EXTEND A MINIMUM OF 10 FEET BEYOND OUTSIDE EDGE OF SEWER PIPE - ON BOTH SIDES OF SEWER.

FITTING TYPE	DIAMETER (IN)						
	4"	6"	8"	10"	12"	16"	20"
HORIZONTAL BEND							
11.25'	5	5	5	5	5	5	5
22.5'	5	5	5	5	10	10	10
45'	5	10	10	10	15	15	20
90'	15	20	20	25	30	40	45
VERTICAL BEND							
45'	20	25	35	40	45	60	70
TEE	5	5	5	5	5	5	5
VALVE (OPERATING PRESSURE)	20	30	35	45	50	65	80
VALVE (TESTING PRESSURE)	40	60	75	90	105	135	165
REDUCER							
6" NOMINAL PIPE	30	-	-	-	-	-	-
8" NOMINAL PIPE	55	35	-	-	-	-	-
10" NOMINAL PIPE	75	55	30	-	-	-	-
12" NOMINAL PIPE	90	80	55	35	-	-	-
16" NOMINAL PIPE	125	115	100	80	60	-	-
20" NOMINAL PIPE	160	150	135	125	105	60	-

NOTE: R/JT LENGTHS MAY VARY DEPENDING ON SITE CONDITIONS. LENGTHS SHOWN ARE MINIMUM PER 5' BURY DEPTH OF WATER MAIN AND, AGGREGATE PIPE BACKFILL.

FITTING TYPE	DIAMETER (IN)						
	4"	6"	8"	10"	12"	16"	20"
HORIZONTAL BEND							
11.25'	5	5	5	5	5	5	5
22.5'	5	5	5	5	5	10	10
45'	5	10	10	10	15	15	20
90'	10	15	15	20	25	35	40
VERTICAL BEND							
45'	15	15	20	25	30	40	45
TEE	5	5	5	5	5	5	5
VALVE (OPERATING PRESSURE)	15	20	25	30	35	45	50
VALVE (TESTING PRESSURE)	30	40	50	60	70	90	110
REDUCER							
6" NOMINAL PIPE	20	-	-	-	-	-	-
8" NOMINAL PIPE	35	20	-	-	-	-	-
10" NOMINAL PIPE	50	35	20	-	-	-	-
12" NOMINAL PIPE	60	50	40	20	-	-	-
16" NOMINAL PIPE	80	75	65	55	40	-	-
20" NOMINAL PIPE	105	95	90	80	70	40	-

NOTE: R/JT LENGTHS MAY VARY DEPENDING ON SITE CONDITIONS. LENGTHS SHOWN ARE MINIMUM PER 5' BURY DEPTH OF WATER MAIN AND, AGGREGATE PIPE BACKFILL.



CONSULTANTS	REVISED - 1 ADDENDUM #1 12/22/25
	REVISED -
	REVISED -
	REVISED -

CITY OF JOLIET, ILLINOIS
 GLENWOOD AND WEST ACRES WATER MAIN IMPROVEMENTS
 CITY OF JOLIET CONTRACT NO. 2930-0126

SCALE: AS NOTED	PROJECT NO: 2401619.01
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DESIGNED - EMK	TOTAL SHEETS	SHEET NO.
DRAWN - ABN	53	C035
CHECKED - PMK		
DATE - 12/12/2025		

FINAL DESIGN FOR CONSTRUCTION



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 287-26

File ID: 287-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/06/2026

Department: Public Utilities

Final Action:

Title: Resolution Accepting an Easement Agreement from ComEd for the Glenwood and West Acres Water Main Improvement Project (Oneida Street, Just East of Hammes Avenue)

Agenda Date: 05/19/2026

Attachments: Resolution, ComEd Easement, SR# 06690541,
Oneida St East of Hammes Ave

Entered by: agrooms@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/6/2026	Allison Swisher	Approve	5/8/2026
1	2	5/7/2026	Kevin Sing	Approve	5/8/2026
1	3	5/7/2026	Todd Lenzie	Approve	5/11/2026
1	4	5/15/2026	Beth Beatty	Approve	5/11/2026



Memo

File #: 288-26

Agenda Date: 5/19/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Resolution Authorizing the Execution of an Intergovernmental Agreement with Pace Regarding Transit Shelters

BACKGROUND:

The City of Joliet's 2011 agreement with Pace and Titan Outdoor for transit shelter advertising and maintenance has expired. A new agreement with Pace is proposed, and Titan is no longer involved.

Under the new agreement, Pace will maintain all existing bus shelters, which shall include structures, lighting, trash receptacles, and related amenities at its sole cost. Pace must seek and obtain City approval before installing any new shelters within Joliet. Pace retains control over advertising, and the City will continue to receive 50% of Pace's net advertising revenue from all advertising shelters, both inside and outside Joliet. Unsold ad space may still be used for City public service messages. New shelter locations and designs require mutual approval, and installation costs will not be borne by the City.

Insurance requirements have been updated: both the City and Pace must carry Commercial General Liability, Business Auto, Workers' Compensation, and Umbrella Liability coverage. Each must name the other (and the RTA, where applicable) as an additional insured.

The agreement has a 10-year initial term and automatically renews unless either party gives 90 days' notice after the initial term.

The Public Service Committee will review this matter.

RECOMMENDATION:

Approve the resolution authorizing execution of the new Intergovernmental Agreement with Pace.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH PACE REGARDING TRANSIT SHELTERS

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

WHEREAS, Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. Art. VII Sec. 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Illinois Intergovernmental Cooperation Act allows public agencies to contract with any one or more other public agencies provided that the contract is approved by the governing bodies of each party; and

WHEREAS, the Parties are units of local government within the meaning of the aforementioned Constitution of the State of Illinois and have the power and authority to enter into this Agreement; and

WHEREAS, the Mayor and City Council find that it is in the best interests of the City of Joliet to maintain a productive and healthy relationship with regional partners such as Pace; and

WHEREAS, the City is a home rule unit of local government entitled to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power and authority to enter into intergovernmental agreements.

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

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the remainder of this Resolution are true, correct and complete and are hereby incorporated into this Resolution by reference.

SECTION 2: The Mayor and the City Council hereby find and determine that it is necessary and beneficial to the City of Joliet to enter into an Intergovernmental Agreement with Pace.

SECTION 3: The City Manager is hereby authorized to execute the Agreement, which is substantially similar as Exhibit “A” is authorized to take such action as may be necessary for the City to comply with the terms thereof, including entering into the Agreement.

SECTION 4: This Resolution shall take effect upon its passage and approval.

SECTION 5: All resolutions or parts of Resolutions conflicting with any of the provisions of this Resolution are hereby repealed.

SECTION 6: Be it further resolved that the passage of this Resolution be inscribed permanently in the records of the proceedings of the Joliet City Council.

PASSED this _____ day of _____, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

ADVERTISING TRANSIT SHELTER AGREEMENT

This advertising transit shelter agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and the City of Joliet, an Illinois municipal corporation (“Municipality”).

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

On December 5, 2011, Pace, Municipality, and Titan Outdoor (“Titan”) entered into an advertising transit shelter agreement for the installation and maintenance of Pace-owned advertising transit shelters within Municipality (“2011 Agreement”).

The location of each existing Pace advertising transit shelter installed completely within various rights-of-way within Municipality (“ROWS”) with no part being installed on privately owned property (“Existing Shelters”) is identified in Exhibit A.

Titan is a party to the 2011 Agreement by virtue of its 2001 contract with Pace for the acquisition, installation, and maintenance of transit shelters within Pace’s service region and for the sale of advertising space on those shelters (“2001 Contract”).

Titan is no longer providing passenger shelter-related services to Pace under the 2001 Contract as the 2001 Contract has expired.

The 2011 Agreement was terminated effective June 24, 2024.

The parties want to enter into a new agreement to set forth their respective rights and obligations regarding Existing Shelters and any new advertising transit shelters installed completely within various ROWs with no part being installed on privately owned property (“New Shelters”). The terms “Existing Shelters” and “New Shelters” are sometimes individually referred to as a “Shelter” and collectively referred to as the “Shelters” in this Agreement.

Each Shelter may, in Pace’s sole discretion, include such Shelter-related amenities as bus stop sign(s), a bench, trash receptacle(s), solar panel(s), an electronic bus tracker sign (“BTS”), and lighting, all of which will be considered part of the Shelter.

The parties agree as follows:

1. **Grant and Scope of License.** Municipality grants a non-exclusive license to Pace and its directors, officers, agents, employees, contractors, and subcontractors (collectively, “Licensees”) to use the ROWs for Shelter-related construction, installation, maintenance, repair, replacement, relocation, and/or removal, including the display of advertising on the Shelters, ROW restoration, the affixation of Pace static bus route information and/or detour notices to the Shelters, electrical wiring and conduit installation, maintenance, and repair, and any ROW power source maintenance and repair that Licensees may perform, in Pace’s sole discretion, pursuant to paragraph 11 and/or paragraph 12 (“License”). Municipality shall: (a) allow the public to use the Shelters in connection with boarding and alighting from Pace buses and to use such other portions of the ROWs as may reasonably be required for access to and from the Shelters; (b) allow Licensees to use such other portions of the ROWs as may reasonably be required for access to and from the Shelters; (c) prevent obstruction of or interference with access to and from the Shelters; and (d) prevent the Shelters from being used for any purpose other than as Pace advertising transit shelters. Municipality will not be entitled to any payment for the License.
2. **Effective Date.** This Agreement is effective beginning on the date on which Pace signs this Agreement (“Effective Date”). If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party’s signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.
3. **Term.** This Agreement will remain in effect for an initial term of 10 years following the Effective Date (“Initial Term”) and will thereafter continue in full force and effect unless terminated in accordance with this Agreement.
4. **License Revocation.** Municipality may revoke the License only after expiration of the Initial Term and upon 90 days’ advance written notice to Pace.
5. **New Shelter Style and Location.** Prior to the purchase of a New Shelter, Pace shall notify Municipality of the New Shelter design options currently available, and Municipality shall select one of those options and notify Pace of the selection. The parties shall mutually agree upon each New Shelter location and shall identify that location in Exhibit B through amendment to this Agreement.
6. **New Shelter Purchase.** Pace, at no cost to Municipality, shall purchase each New Shelter.
7. **Shelter Ownership.** Each Shelter is and will be the sole property of Pace. Municipality shall not assert any claim to or otherwise affect Pace’s ownership of any Shelter.
8. **Permits.** Pace shall obtain or cause to have obtained any necessary permits for Shelter-related work that Licensees perform under this Agreement and for any ROW power source maintenance and repair that Licensees may perform, in Pace’s sole discretion, pursuant to paragraph 11 and/or paragraph 12.

Municipality shall obtain or cause to have obtained any necessary permits for ROW power source maintenance and repair pursuant to paragraph 11 and/or paragraph 12.

9. **Shelter Concrete Pad.** For each New Shelter, Pace, in its sole discretion, may install or cause to have installed the concrete pad for the New Shelter at no cost to Municipality, may use an existing concrete pad for the New Shelter, or may use a concrete pad that Municipality or a third party installs or causes to have installed for the New Shelter at no cost to Pace. Each New Shelter concrete pad will be in accordance with Pace's specifications and applicable building codes and provisions of the Americans with Disabilities Act and implementing regulations.

Each Shelter concrete pad will be part of the ROW upon which that concrete pad is installed. Municipality, at no cost or expense to Pace, will be solely responsible for the administration, control, reconstruction, and maintenance of each Shelter concrete pad. The term "concrete pad" as used in this Agreement may include any sidewalk, shared-use path, or such other paved area that may be required under the Americans with Disabilities Act and implementing regulations in connection with a Shelter.

10. **New Shelter Construction and Installation.** Pace, at no cost to Municipality, shall construct and install or cause to have constructed and installed each New Shelter in accordance with applicable building codes.

11. **Shelter Lighting.** Municipality acknowledges that Pace, in its sole discretion, may: (a) install or cause to have installed a solar-powered lighting unit on a Shelter or (b) hardwire or cause to have hardwired the lighting unit of a Shelter to the nearest ROW power source.

In the event of such hardwire: (c) Pace shall secure a licensed electrical contractor to perform maintenance and repair of the electrical wiring and conduit connecting the Shelter lighting unit to the ROW power source and to cover or otherwise protect the wiring from tampering upon Shelter removal pursuant to paragraph 14, paragraph 15, and/or paragraph 16, and (d) Municipality shall secure a licensed electrical contractor to perform maintenance and repair of the ROW power source to which that electrical wiring and conduit are connected and shall timely pay all charges for electrical service to the Shelter lighting unit.

In the event Municipality fails to secure a licensed electrical contractor to perform the ROW power source maintenance and/or repair work specified in this paragraph 11, Pace may, upon 10 days' prior written notice to Municipality, secure a license electrical contractor to perform that ROW power source maintenance and/or repair work; provided, however, Municipality will have the opportunity to cure its failure within that 10-day period. Municipality shall reimburse Pace for the actual, reasonable cost of that ROW power source maintenance and/or repair work within 30 days after receipt of a written invoice and documentation substantiating the invoice from Pace.

12. **Shelter BTS.** Municipality acknowledges that Pace, in its sole discretion, may install or cause to have installed a BTS on a Shelter and may: (a) connect or cause to have connected the BTS to the Shelter's solar panel or to a freestanding solar panel installed adjacent to the Shelter or (b) hardwire or cause to have hardwired the BTS to the nearest ROW power source.

In the event of such hardwire: (c) Pace shall secure a licensed electrical contractor to perform maintenance and repair of the electrical wiring and conduit connecting the BTS to the ROW power source and to cover or otherwise protect the wiring from tampering upon Shelter removal pursuant to paragraph 14, paragraph 15, and/or paragraph 16, and (d) Municipality shall secure a licensed electrical contractor to perform maintenance and repair of the ROW power source to which that electrical wiring and conduit are connected and shall timely pay all charges for electrical service to the BTS.

In the event Municipality fails to secure a licensed electrical contractor to perform the ROW power source maintenance and/or repair work specified in this paragraph 12, Pace may, upon 10 days' prior written notice to Municipality, secure a license electrical contractor to perform that ROW power source maintenance and/or repair work; provided, however, Municipality will have the opportunity to cure its failure within that 10-day period. Municipality shall reimburse Pace for the actual, reasonable cost of that ROW power source maintenance and/or repair work within 30 days after receipt of a written invoice and documentation substantiating the invoice from Pace.

13. **BTS Information and Shelter Graphics.** Pace will have exclusive control of the content displayed on any BTS. Such content includes but is not limited to Pace bus arrival and departure information, service alerts, emergency messages, other passenger information, and commercial advertising.

Pace, at no cost to Municipality, may affix or cause to have affixed Pace static bus route information graphics and/or detour notices to each Shelter.

14. **Shelter Repair and Maintenance.** Pace, at no cost or expense to Municipality, shall perform or cause to have performed: (a) Shelter repair and/or removal within two business days after notification from Municipality that a Shelter is damaged if Pace, in its sole discretion, determines that the Shelter's condition presents a threat to public safety or as soon as practicable after such notification if Pace, in its sole discretion, determines that the Shelter's condition does not present a threat to public safety; (b) Shelter replacement in the event of Shelter removal pursuant to this paragraph 14; (c) Shelter maintenance, including cleaning and removal of debris and garbage no less than once per week; and (d) Shelter snow removal within seven days after any snowfall of more than two inches.

15. **Shelter Relocation.** Notwithstanding anything to the contrary in paragraph 5, Pace, in its sole discretion and at no cost to Municipality, may relocate an installed Shelter to another location within the same ROW or to a different ROW upon prior notice to Municipality. Within 90 days after that relocation, Pace, at no cost to Municipality, shall restore or cause to have restored the area upon which the Shelter was located to the same condition as existed prior to the Shelter's installation, excluding ordinary wear and tear, Shelter concrete pad, and electrical conduit and wiring installed pursuant to paragraph 11 and/or paragraph 12. In the absence of Pace's restoration as specified in this paragraph 15, Municipality may perform or cause to have performed that restoration in which event Pace will be obligated to reimburse Municipality for the actual, reasonable cost of that restoration within 30 days after receipt of an invoice and documentation substantiating the invoice from Municipality.

16. **Shelter Removal.**

- (a) Pace, in its sole discretion and at no cost to Municipality, may temporarily or permanently remove or cause to have temporarily or permanently removed an installed Shelter upon prior notice to Municipality. If an installed Shelter is temporarily removed, Pace shall reinstall or cause to have reinstalled the Shelter as soon as practicable at no cost to Municipality.

- (b) Within 90 days after termination of this Agreement, Pace shall remove or cause to have removed the Shelters and shall restore or cause to have restored the area upon which each Shelter was located to the same condition as existed prior to Shelter installation, excluding ordinary wear and tear, Shelter concrete pads, and electrical conduit and wiring installed pursuant to paragraph 11 and/or paragraph 12. Municipality shall allow Licensees to continue to use the ROWs for purposes of performing that removal and restoration. In the absence of Pace's removal and restoration as specified in this paragraph 16(b), Municipality may perform or cause to have performed that removal and restoration. Pace will be responsible for the actual, reasonable cost of that removal and restoration in the event Pace terminates this Agreement. Municipality will be responsible for the actual, reasonable cost of that removal and restoration in the event Municipality revokes the License or otherwise terminates this Agreement.

17. **Shelter Advertising and Revenue.** Advertising on a Shelter must conform to Pace's Advertising Guidelines, which are incorporated into and made a part of this Agreement by this reference. Municipality does not approve of alcoholic beverage product advertising on Shelters. Pace shall install and remove or cause to have installed and removed all Shelter advertising.

Municipality will have the right to advertise community events or other public service notices ("Municipality's Advertising") on a Shelter if the advertising space on the Shelter is unsold. In such cases, Municipality shall obtain Pace's prior written approval of Municipality's Advertising and shall pay all costs associated with the design and production of Municipality's Advertising. Further, Municipality, at its own cost, shall deliver or cause to have delivered to Pace, or such other person or entity designated by Pace, Municipality's Advertising for display on the Shelter.

Municipality will receive a pro rata share of one-half (1/2) of Pace's share of total net income for paid advertising (not including net income for alcohol beverage product advertising) on all Pace advertising transit shelters whether such shelters are located within or outside of Municipality. If Municipality approves of alcohol beverage product advertising on Shelters, Municipality will receive a pro rata share of one-half (1/2) of Pace's share of total net income for paid alcohol beverage product advertising on all Pace advertising transit shelters whether such shelters are within or outside of Municipality. Pace shall annually pay any advertising revenue due to Municipality pursuant to this paragraph 17. Such payments will be made to Municipality in March of the next succeeding year after any year in which Pace receives advertising revenue from the Shelter(s). "Net income" is defined as the revenue paid to Pace by Pace's advertising contractor. "Pro rata share" is equal to the quotient obtained by dividing the number of Shelters in the ROWs by the number of all Pace advertising transit shelters.

Municipality shall complete IRS Form W-9 and provide it to Pace upon Municipality's execution of this Agreement and at such other times as Pace may request in writing.

18. **Indemnification.** Municipality shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority, and their respective directors, officers, employees, agents, contractors, and subcontractors from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, for personal injury, loss of life, or property damage resulting from Municipality's intentional or negligent acts or omissions concerning the ROWs, including Shelter concrete pads and any ROW power source to which a Shelter lighting unit and/or BTS may be connected, and/or the performance of any of Municipality's obligations under this Agreement. Pace shall indemnify,

defend, and hold harmless Municipality and Municipality's directors, officers, employees, agents, contractors, and subcontractors from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, for personal injury, loss of life, or property damage resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify another party, entity, or person indemnified under this paragraph 18 for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by a party, entity, or person claiming indemnification ("Claimant") to the indemnifying party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph 18, Indemnitor shall appear and defend all suits brought upon that claim and shall pay all costs and expenses related to that claim, but Claimant will have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this paragraph 18.

19. **Insurance.** Throughout the term of this Agreement and for a period of one year thereafter:

- (a) Pace shall obtain and maintain: (i) Commercial General Liability Insurance (Broad Form) with an occurrence limit not less than \$1,000,000 and an aggregate limit not less than \$2,000,000 that also includes a Personal and Advertising Injury Limit of not less than \$1,000,000; (ii) Business Automobile Liability Insurance with a Combined Single Limit of not less than \$1,000,000 per accident for bodily injury and property damage combined; (iii) Workers' Compensation Insurance with limits of Coverage A – Statutory Benefits and Coverage B – Employers Liability of \$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, and \$1,000,000 Disease-Policy Limit, including a Workers' Compensation Waiver of Subrogation; and (iv) Umbrella Liability Insurance with limits of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate coverage. Pace shall name Municipality as an Additional Insured on the Commercial General Liability and Business Automobile Liability Insurance policies.
- (b) Municipality shall obtain and maintain: (i) Commercial General Liability Insurance (Broad Form) with an occurrence limit not less than \$1,000,000 and an aggregate limit not less than \$2,000,000 that also includes a Personal and Advertising Injury Limit of not less than \$1,000,000; (ii) Business Automobile Liability Insurance with a Combined Single Limit of not less than \$1,000,000 per accident for bodily injury and property damage combined; (iii) Workers' Compensation Insurance with limits of Coverage A – Statutory Benefits and Coverage B – Employers Liability of \$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, and \$1,000,000 Disease-Policy Limit, including a Workers' Compensation Waiver of Subrogation; and (iv) Umbrella Liability Insurance with limits of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate coverage. Municipality shall name the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, as Additional Insureds on the Commercial General Liability and Business Automobile Liability Insurance policies.

Any company writing insurance that the parties are required to maintain under this paragraph 19 must at all times have at least an A.M. Best's rating of A-VII. Upon written request, each party shall provide written proof of the insurance required of that party under this paragraph 19 to the requesting party.

20. **Termination.**

- (a) Pace may terminate this Agreement at any time, when in Pace's best interest, by providing Municipality with written notice of termination, including the effective date of the termination.
- (b) After expiration of the Initial Term, a party may terminate this Agreement upon 90 days' advance written notice to the other party. The termination will be effective on the 90th day following the date on which that notice is deemed effective pursuant to paragraph 31.
- (c) This Agreement will terminate in the event Municipality revokes the License in accordance with paragraph 4. The termination will be effective on the 90th day following the date on which Municipality's written notice of License revocation to Pace is deemed effective pursuant to paragraph 31.

21. **Compliance with Laws.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

22. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

23. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

24. **Binding Effect.** This Agreement will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

25. **Entire Agreement.** This Agreement, including the introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

26. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

27. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

28. **Severability.** If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions of this Agreement will remain in full force and effect.

29. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.

30. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

31. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
- (d) by email with delivery receipt requested (deemed effective as of the date and time indicated on the receipt confirming delivery, except the effective date and time will be 8:00 a.m. on the next business day after delivery of the notice if the receipt shows delivery during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or to such other address as either party may specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Section Manager, Operating Services

Email address: cj.mikucki@pacebus.com

If to Municipality:

City of Joliet
150 W. Jefferson Street
Joliet, IL 60432
Attention: Christopher Regis, Legal Department

Email address: cregis@joliet.gov

32. **Force Majeure.** A party will not be held liable to another party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other party of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to Municipality,

may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

33. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of Will County, Illinois for any dispute arising out of or related to this Agreement.

34. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

35. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

36. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE

MUNICIPALITY

By: _____
Signature

By: _____
Signature

Print Name: Melinda J. Metzger

Print Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A

Existing Shelters

SHELTER LOCATION	ADDITIONAL SHELTER LOCATION INFORMATION
3033 Jefferson Street	At middle of block
Jefferson Street and Fairlane Drive (northeast corner)	
Jefferson Street and Hammes Avenue (northeast corner)	
Jefferson Street and Houbolt Road (southeast corner)	
Jefferson Street and Springfield Avenue (southwest corner)	
Neal Avenue and Doris Avenue (northeast corner)	
Plainfield Road and Black Road (northwest corner)	
Theodore Street and Plainfield Road (southwest corner)	
Woodruff Road and Arthur Avenue (northeast corner)	



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 288-26

File ID: 288-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/06/2026

Department: Public Works

Final Action:

Title: Resolution Authorizing the Execution of an Intergovernmental Agreement
with Pace Regarding Transit Shelters

Agenda Date: 05/19/2026

Attachments: Resolution, Joliet Ad Shelter A'ment 6-17-2024
final.pdf

Entered by: gruddy@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/7/2026	Greg Ruddy	Approve	5/11/2026
1	2	5/7/2026	Kevin Sing	Approve	5/11/2026
1	3	5/7/2026	Todd Lenzie	Approve	5/11/2026
1	4	5/15/2026	Beth Beatty	Approve	5/12/2026



Memo

File #: 270-26

Agenda Date: 5/19/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Application for a Drive Thru Permit for a Zaxby's Restaurant at 110 S. Larkin Avenue

BACKGROUND:

On April 27, 2026, the Department of Public Works received a formal request for a drive thru facility for a proposed Zaxby's Restaurant to be located at 110 S. Larkin Avenue. The restaurant will be located on the site of the former Wendy's Restaurant. The building will be remodeled along with other site improvements. The City's Planning Division has reviewed the preliminary site plan and has no remaining outstanding items.

The Public Service Committee will review this matter.

CONCLUSION:

The applicant has submitted a site plan to the Department of Public Works showing the operation of the proposed drive thru. The applicant has provided signage and pavement markings for adequate traffic flow into the drive thru while maintaining sufficient drive thru storage capacity to meet the requirements of the Department of Public Works.

As required by the City of Joliet Code of Ordinances, the Department of Public Works has reviewed the drive thru facility site plan (see attachment). Access to the site will be available from two existing driveways on Larkin Avenue. The existing driveway on Emery Street will remain but will be gated and only used for food delivery trucks to exit the site after making deliveries. Upon final investigation, the Department of Public Works has determined that there is sufficient storage on the site and therefore recommends approval of the drive thru permit subject to approval of the final engineering plans.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Drive Thru Permit for a Zaxby's Restaurant at 110 S. Larkin Avenue.

APPLICATION FOR DRIVE-THRU FACILITY PERMIT

NAME OF APPLICANT: STEVEN KOLBER

ADDRESS OF APPLICANT: 828 DAVIS ST. SUITE 300, EVANSTON IL 60201

NAME OF FACILITY: ZAXBY'S

ADDRESS OF FACILITY: 110 S. LARKIN AVENUE

DATE SUBMITTED TO TRAFFIC ENGINEER: 4-27-26

DATE SUBMITTED TO DIRECTOR OF PUBLIC WORKS: _____

DATE APPROVED BY THE JOLIET CITY COUNCIL: _____

APPROVED: _____

DENIED: _____

CITY OF JOLIET
INTEROFFICE MEMORANDUM

April 30, 2026

TO: BETH BEATTY, CITY MANAGER

FROM: GREGORY P. RUDDY, P.E., DIRECTOR OF PUBLIC WORKS

SUBJECT: DRIVE-THRU PERMIT – 110 S. LARKIN AVENUE

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

Type of Business: ZAXBY'S RESTAURANT
Location: 110 S. LARKIN AVENUE

Listed below are the results of the investigation:

- A. Right-of-way Encroachment: **NONE**
- B. Existing & Proposed Driveway Location: **AS PER CODE**
- C. Existing & Proposed Driveway Design: **ACCEPTABLE PER PUBLIC WORKS REQUIREMENTS**
- D. Sight Distance: **GOOD**
- E. Drainage: **AS PER CODE**
- F. Use of Curbs: **AS PER CODE**
- G. Parking: **PARKING LAYOUT AS PER CODE – NO PARKING IN DRIVEWAY AREA WILL BE PROVIDED.**
- H. Setback: **AS PER CODE**
- I. Lighting: **ADEQUATE LIGHTING FOR DRIVE-THROUGH**
- J. Signs, Existing & Proposed: **AS PER CODE**
- K. Peak Traffic Periods: **WILL NOT CAUSE AN ADVERSE CONDITION DURING PEAK TRAFFIC PERIODS.**

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

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



City of Joliet

150 W. Jefferson Street Joliet, Illinois 60432

Re: Permit Request – Zaxby's Restaurant | 110 S Larkin Avenue, Joliet, Illinois

Dear Sir/Madam,

We respectfully request that the permit for the referenced project be placed on the agenda for the upcoming City Council meeting on May 19, 2026.

The project involves the conversion of an existing one-story restaurant (formerly Wendy's) with a drive-thru into a new Zaxby's restaurant. The proposed scope of work includes:

- **Building Renovation** — Exterior and interior renovations to update the building in accordance with Zaxby's brand standards and applicable City codes, improving overall appearance and functionality.
- **Drive-Thru** — The existing drive-thru will be retained and reconfigured to improve traffic flow and provide more efficient on-site circulation.
- **Parking** — The parking layout will be reorganized to add spaces and improve circulation while minimizing conflicts with drive-thru traffic.
- **Site Lighting** — Site lighting will be upgraded to provide safe and adequate illumination while minimizing impact on neighboring properties.
- **Landscaping** — New landscaping will be added to enhance the site's appearance and create a more welcoming environment.

Sincerely,

Steven Kolber

Principal Architect

KP + J | ARCHITECTS & ENGINEERS

828 Davis St. Suite 300 Evanston IL 60201

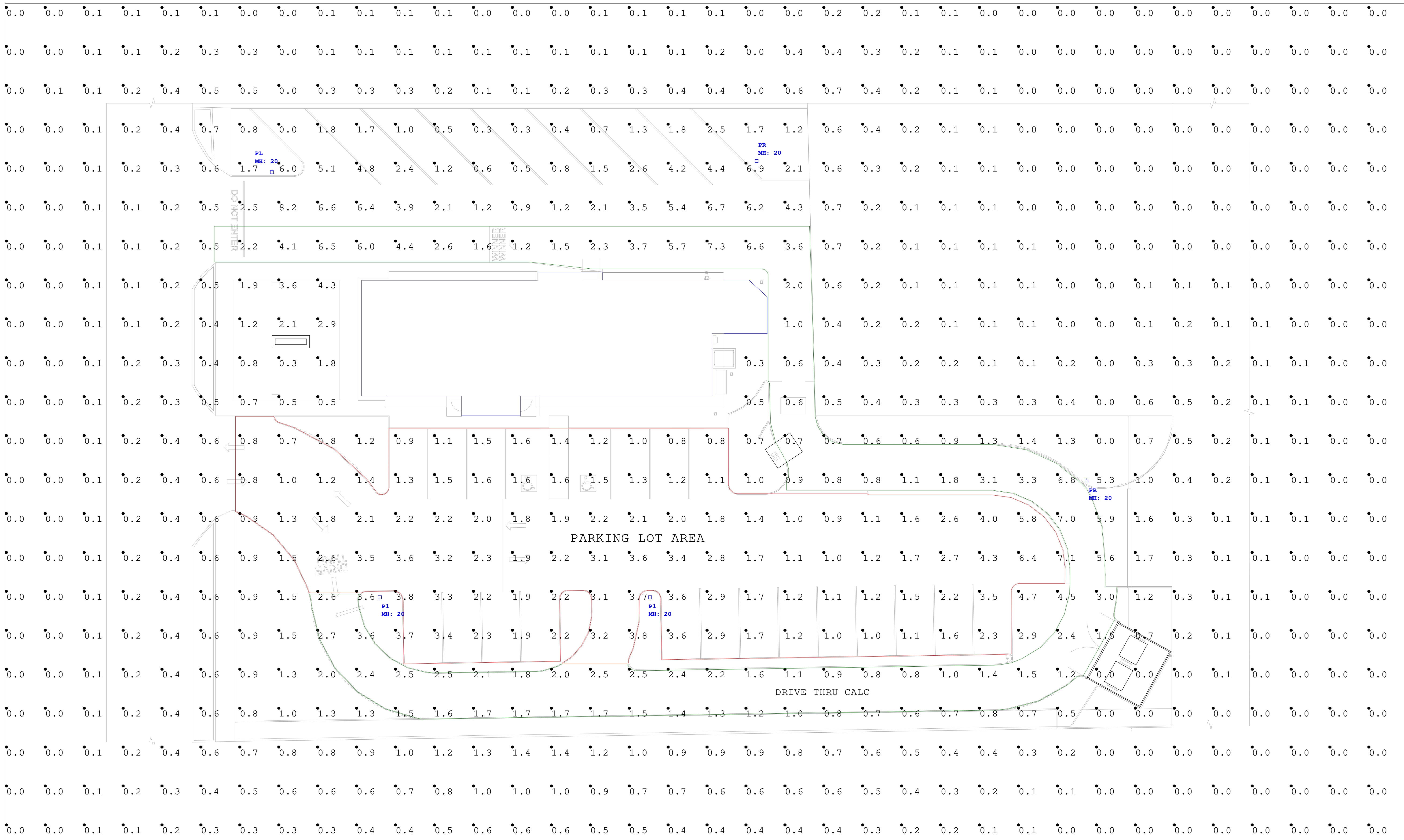
skolber@kpenr.com



Photometric calculations are being provided to the recipient per the following disclaimer. This light level analysis is an estimate only, and is based on standard interior reflectance values of 0.8 ceilings, 0.5 walls, and 0.2 floors, unless otherwise specified. Any variance from reflectance values, obstructions, light loss factors or dimensional data will affect the actual light levels obtained. This analysis is a mathematical model and can only be as accurate as is permitted by the third party software and the IES files provided by our manufacturers.

Calculation by:
Josh Burge
 Email:
 applications@amirep.com

#	DATE	COMMENTS	
			REVISIONS



Luminaire Schedule							
Symbol	Qty	Tag	Manufacturer	Description	Luminaire Lumens	Luminaire Watts	LLF
	2	P1	LSI	MRM-LED-18L-SIL-5W-40-80CRI	17328	135	0.900
	1	PL	LSI	MRM-LED-18L-SIL-LC-40-80CRI	17401	135	0.900
	2	PR	LSI	MRM-LED-18L-SIL-RC-40-80CRI	17400	135	0.900

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
FULL AREA_Planar	Illuminance	Fc	0.70	8.2	0.0	N.A.	N.A.
DRIVE THRU CALC	Illuminance	Fc	2.37	7.3	0.6	3.95	12.17
PARKING LOT AREA	Illuminance	Fc	2.13	7.1	0.7	3.04	10.14

Calculation For:

KP + J ARCHITECTS & ENGINEERS

Project:

ZAXBYS - 110 S LARKIN AVE. JOLIET, IL

Date: 4/24/2026

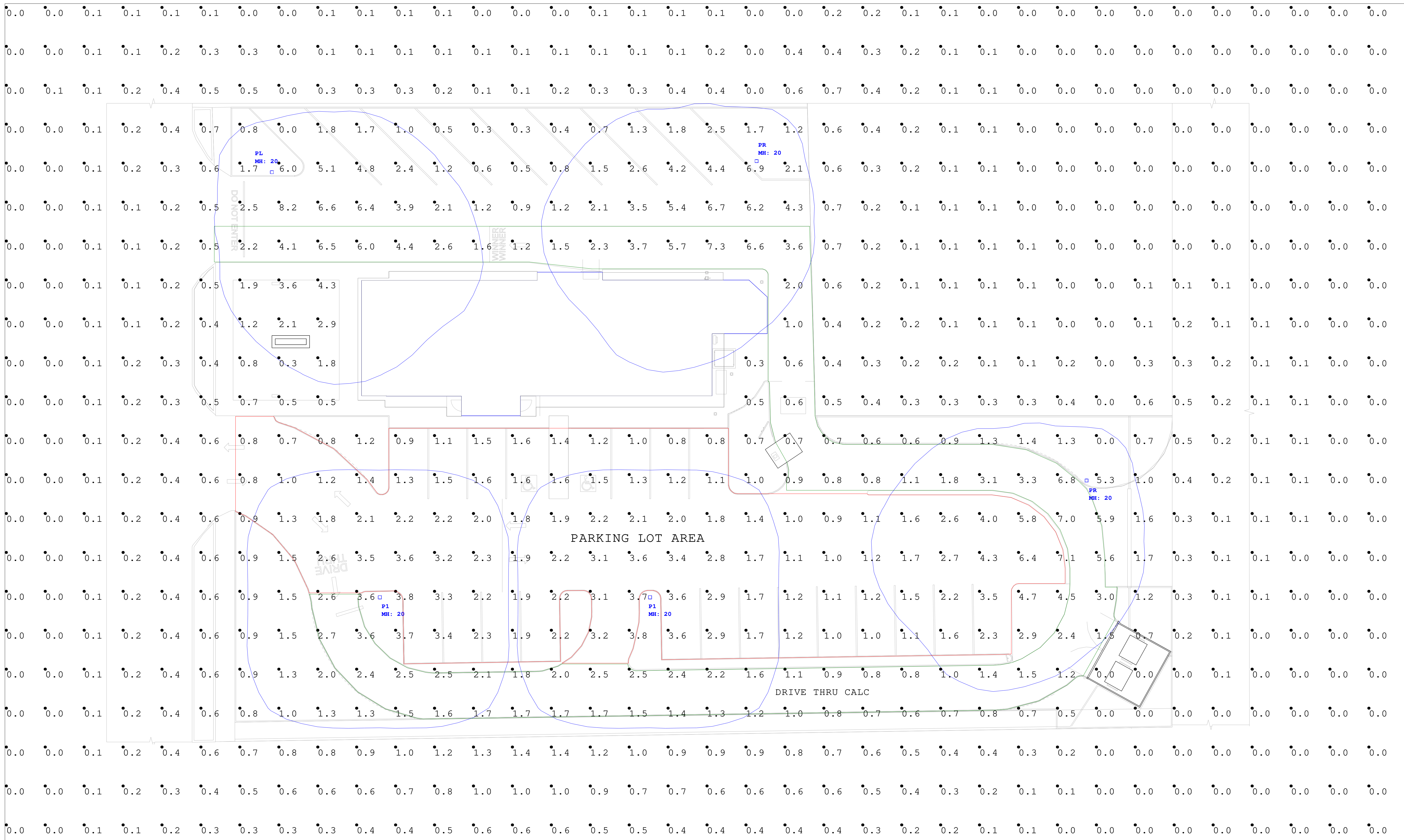
Scale: NTS Page 1 of 3



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Calculation by:
 Josh Burge
 Email:
 applications@amirep.com

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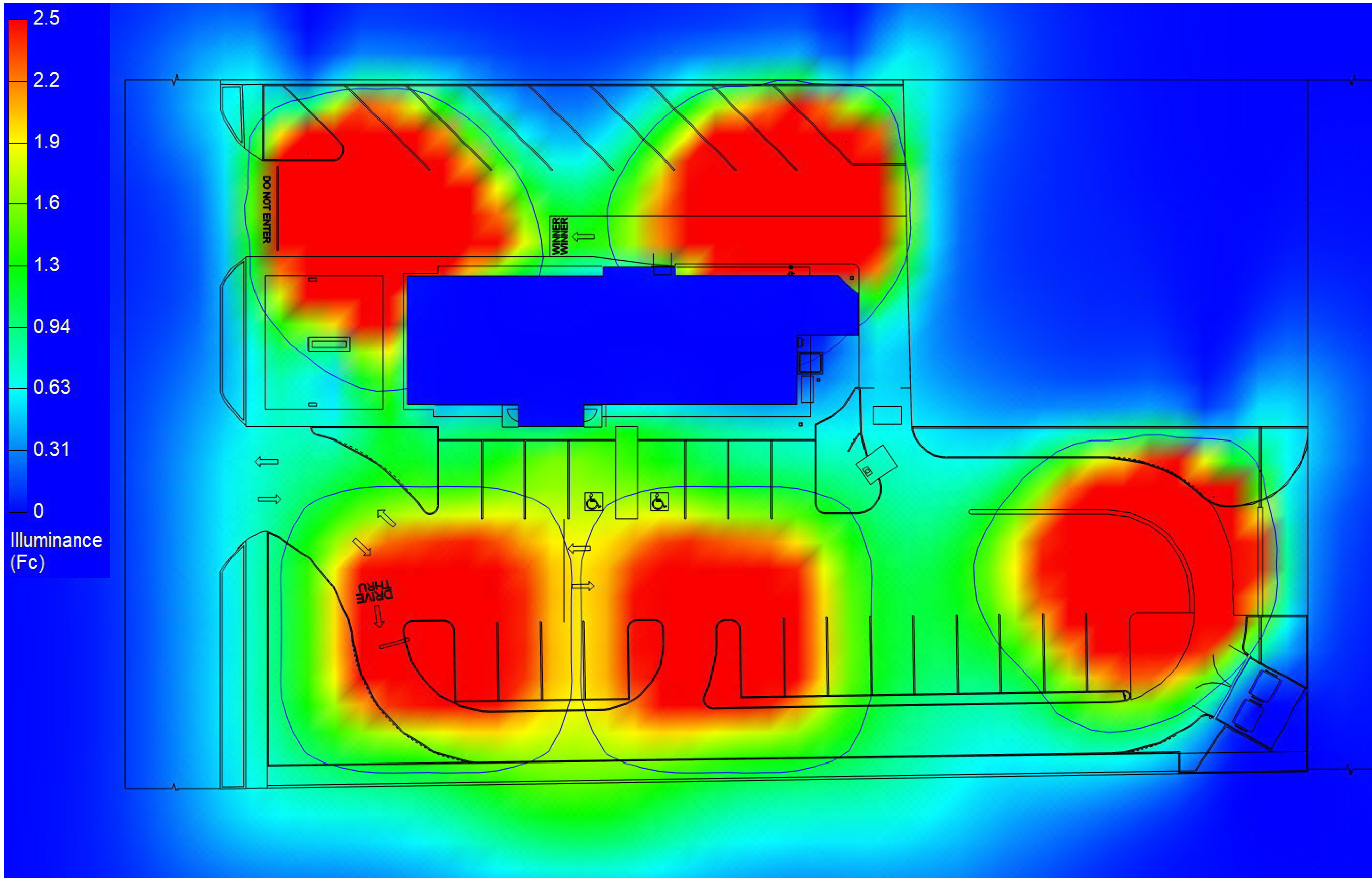


Luminaire Schedule							
Symbol	Qty	Tag	Manufacturer	Description	Luminaire Lumens	Luminaire Watts	LLF
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Calculation For:
KP + J ARCHITECTS & ENGINEERS

Project:
ZAXBYS - 110 S LARKIN AVE. JOLIET, IL



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Calculation by:
 Josh Burge
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REVISIONS		#	DATE	COMMENTS

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KP + J ARCHITECTS & ENGINEERS
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ZAXBYS - 110 S LARKIN AVE. JOLIET, IL

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 270-26

File ID: 270-26

Type: License and Permit

Status: Agenda Ready

In Control: City Council Meeting

File Created: 05/05/2026

Department: Public Works

Final Action:

Title: Application for a Drive Thru Permit for a Zaxby's Restaurant at 110 S. Larkin Avenue

Agenda Date: 05/19/2026

Attachments: 110 S Larkin Zaxbys Drive Thru Permit Application.docx, 110 S Larkin Zaxbys Drive Thru Permit Request Letter.pdf, 110 S Larkin Zaxbys Drive Thru Permit Exhibit.pdf

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/6/2026	Greg Ruddy	Approve	5/8/2026
1	2	5/7/2026	Todd Lenzie	Approve	5/8/2026
1	3	5/15/2026	Beth Beatty	Approve	5/11/2026