City of Joliet

City Council Meeting

Meeting Agenda

MAYOR TERRY D'ARCY
MAYOR PRO-TEM COUNCILMAN PAT MUDRON (01/01/2026 - 03/31/2026)
COUNCILMAN CESAR CARDENAS
COUNCILMAN JOE CLEMENT
COUNCILMAN LARRY E. HUG
COUNCILWOMAN SUZANNA IBARRA
COUNCILMAN JUAN MORENO
COUNCILWOMAN JAN HALLUMS QUILLMAN
COUNCILWOMAN SHERRI REARDON

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

Tuesday, February 3, 2026 **6:30 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.

INVOCATION:

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

PLEDGE TO THE FLAG:

ROLL CALL:

APPROVAL OF AGENDA:

CITIZENS TO BE HEARD ON AGENDA ITEMS:

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

COUNCIL COMMITTEE REPORTS:

Land Use & Economic Development

Public Safety

Public Service

CONSENT AGENDA:

Approval of Minutes

Attachments: Pre-Council Meeting Minutes - January 5, 2026.pdf
City Council Meeting Minutes - January 6, 2026.pdf
Approver Report

Invoices to be Paid

Attachments: 03.03.26 Invoices.pdf
Approver Report

Award of Contract for Overhead Door Repair at the 9 Osgood Street Facility to Wunderlich Doors in the Amount of $51,735.00 **87-26**

Attachments: Approver Report

Approval of Purchase and Upfit of One New Vehicle for the Investigations Division Asset Forfeiture Detective not to exceed $65,000 **88-26**

Attachments: Approver Report

Approval of Purchase of Two (2) Heavy-Duty Dump Bodies from Henderson Products Inc. in the Amount of $120,463.18 **89-26**

Attachments: Approver Report

Approval of Purchase of Six (6) Peterbilt Chassis from JX Truck Center in the Amount of $805,748.92 **90-26**

Attachments: Approver Report

Approval of Change Order No. 1 for the 2024 Electrical Maintenance Assistance Contract on behalf of Meade Electric Co. Inc., in the Amount of $75,000.00 and Payment Request No. 6 in the Amount of $72,206.84 **91-26**

Attachments: Approver Report

Award of Contract for the Eastside Wastewater Treatment Plant Influent Pump N2 Emergency Repairs to Xylem Water Solutions USA Inc. in the Amount of $34,044.18 **92-26**

Attachments: Approver Report

Approval of Purchase of Water Metering Equipment from Core & Main LP for the Not-to-Exceed Amount of $350,000.00 **93-26**

Attachments: Approver Report

Approval of Purchase of Replacement Sluice Gates for the Eastside Wastewater Treatment Plant from LAI & Associates Inc. in the Amount of $43,468.00 **94-26**

Attachments: Approver Report

Approval of Change Order No. 1 for the Heggie Park Water Main Improvements Project on behalf of P.T. Ferro Construction Co. for Adjustments to Project Completion Dates **95-26**

Attachments: Approver Report

Approval of Change Order No. 1 for the Twin Oaks Phase 1 Water Main Improvements Project to M&J Underground Inc. for a Decreased Amount of ($138,007.89) and Pay Estimate No. 5 and Final in the Amount of $508,410.55 **96-26**

Attachments: Approver Report

Approval of Amendment No. 2 to the Professional Services Agreement for Construction Engineering Services for the 2026 Water Main Rehabilitation Program to Baxter & Woodman Inc. in the Amount of $223,400.00 **97-26**

Attachments: Approver Report

Award of Contract for Peregrine Technologies **98-26**

Attachments: Peregrine Contract 2026.docx
Approver Report

Award of Professional Services Agreement for Ambulance Billing Services for the City of Joliet Fire Department 2026-2028 to EMS Management & Consultants (EMSMC) not to exceed $1,000,000.00 for years 2026-2028 **99-26**

Attachments: Approver Report

Purchase of Twelve (12) Bullard QXT Pro Thermal Imagers and Twelve (12) Basic Feature Packs for the Joliet Fire Department from Dinges Fire Company in the Amount of $91,140.00 **100-26**

Attachments: Joliet - Bullard QXT Pro SPQ.pdf
Bullard Sole Source Letter.pdf
Approver Report

AGENDA ITEM:

Award of Contract No. 2930-0126 for the Glenwood & West Acres Water Main Improvements Project to Austin Tyler Construction Inc. in the Amount of $6,577,723.51 **102-26**

Attachments: 2026 WM Locations (Glenwood and West Acres)
Approver Report

Award of Contract No. 2921-0126 for the Larkin (Theodore - Glenwood) Water Main Improvements Project to D Construction Inc. in the Amount of $9,302,064.21 **103-26**

Attachments: 2026 WM Locations (Larkin (Theodore to Glenwood))
Approver Report

Award of Professional Services Agreement for Construction Related Engineering Services for the 2026 Water Main Replacement Program and the 2026 Lead Water Service Line Replacement Program to Burns & McDonnell Engineering Company Inc. in the Amount of $4,573,892.88 **104-26**

Attachments: BMcD 2026 WMRP COJ Full Contract Compiled 2026-01-22
2026 WM Project Locations
Approver Report

Purchase of Four (4) Complete Horton Ambulances from Foster Coach in the amount of $1,571,356.00 for Budget Years 2027 - 2028 **105-26**

Attachments: Joliet Quote 4 units 1-22-26.pdf
Approver Report

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinance Approving an Amendment to the Final Planned Unit Development of Prairie Landing Subdivision (Ordinance #18739) to Allow Additional House Plans (PUD-1-26) **107-26**

Attachments: Ordinance - Final PUD Amendment Prairie Landing.docx
Prairie Landing Proposed Elevations and Floor Plans.pdf
Prairie Landing Approved Elevations and Floor Plans.pdf
Ordinance 18739 (Final PUD of Prairie Landing Subdivision).pdf
Plan Commission Staff Report Packet PUD-1-26.pdf
Plan Commission Minutes 01-15-26.pdf
Approver Report

Ordinances Associated with CenterPoint Intermodal Center at Joliet Phase Twenty-Eight: **108-26**

Ordinance Approving the Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision (P-1-26)

Ordinance Approving the Recording Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision (RP-1-26)

Attachments: Ordinance - Preliminary Plat CICJ Phase 28.docx
Preliminary Plat - CICJ Phase 28_Redacted.pdf
Ordinance - Recording Plat CICJ Phase 28.docx
Recording Plat - CICJ Phase 28.pdf
Plan Commission Staff Report Packet P-1-26.pdf
Plan Commission Minutes 01-15-26.pdf
Approver Report

Ordinance Approving a Special Use Permit to Allow a Truck Maintenance Facility, Located at 3501 Channahon Road (ZBA 2026-02) **109-26**

Attachments: Ordinance - Special Use Permit ZBA 2026-02.docx
Concept Plan 3501 Channahon Road.pdf
Landscape Plan 3501 Channahon Road.pdf
Floor Plan and Renderings 3501 Channahon Road.pdf
ZBA Staff Report Packet 2026-02 (3501 Channahon Rd)_Redacted.pdf
Zoning Board of Appeals Meeting Minutes 01-15-26.pdf
Approver Report

Ordinance Amending Chapter 12, Section 13(g) to Impose Lift Assist Fees in Accordance with House Bill 2336 **110-26**

Attachments: JFD Lift Assist Fees Ordinance 2026.docx
Approver Report

RESOLUTIONS:

Resolution Authorizing the Execution of a Memorandum of Understanding Between the City of Joliet and the Will County Sheriff's Office (WSCO) **112-26**

Attachments: Resolution
MOU Incinerator.docx
Approver Report

Resolution to Accept and Implement a Grant from the Illinois Department of Commerce and Economic Opportunity under Public Act 103-0006 **113-26**

Attachments: Resolution
Drone Grant.pdf
Grant Drone Budget.xlsx
Drone Conflict of Interest Disclosure.pdf
Approver Report

CITY MANAGER:

PUBLIC COMMENTS:

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MAYOR AND COUNCIL COMMENTS:

ADJOURNMENT:

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Memo

File #:

Agenda Date:2/3/2026

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Monday, January 5, 2026

5:30 PM

City Hall, Council Chambers

Pre-Council Meeting

MAYOR TERRY D'ARCY
MAYOR PRO-TEM COUNCILMAN PAT MUDRON (01/01/2026 - 03/31/2026)
COUNCILMAN CESAR CARDENAS
COUNCILMAN JOE CLEMENT
COUNCILMAN LARRY E. HUG
COUNCILWOMAN SUZANNA IBARRA
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City Manager - Beth Beatty
Interim Corporation Counsel - Todd Lenzie
City Clerk - Lauren O'Hara

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ROLL CALL:

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

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

CITIZENS TO BE HEARD ON AGENDA ITEMS:

Cathy Garthus - spoke on Council Memo 30-26

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COUNCIL COMMITTEE REPORTS:

Land Use & Economic Development

Public Safety

Public Service

CONSENT AGENDA:

Invoices to be Paid

Attachments: Invoice List 01.06.25.pdf
Approver Report

Approval of Minutes

Attachments: Pre-Council Meeting Minutes - December 1, 2025.pdf
City Council Meeting Minutes - December 2, 2025.pdf
Approver Report

Approval of Purchase of One (1) LP35 (Cardiac Monitor) and three (3) LP1000's (AEDs) from Stryker Medical in the Amount of $59,847.12 **1-26**

Attachments: Stryker Medical Quote January 2026.pdf
Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Purchase of 110 Additional Sets of Firefighter Turnout Gear from Air One Equipment, Inc. in the Amount of $398,310.00 **2-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of the 2026 Rock Salt Purchase Contract with the State of Illinois and Morton Salt Inc. for Bulk Rock Salt at the Average Unit Price of $67.20 per Ton for a Not to Exceed Amount of $470,375.00 **3-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Purchase of One (1) Elgin Broom Bear Sweeper from Standard Equipment Co. Inc., in the Amount of $448,690.00 **4-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Change Order No. 1 for the 2025 Unleaded Fuel Purchases to Al Warren Oil Company, Inc. in the Amount of $120,837.00 **5-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Change Order No. 1 for the 2025-2026 Sidewalk Maintenance Contract to PT Ferro Construction Co. in the Amount of $51,004.14 **6-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Change Order No. 1 for the 2024 Bituminous Surface Treatment - Contract A to AC Pavement Striping Co., an Increase in the Amount of $9,421.60 ,and Payment No. 2 & Final in the Amount of $9,650.00 **7-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Change Order No. 3 for the 2024 Sidewalk / Curb Replacement Project - East Joliet Contract to Davis Concrete Construction Co. in the Amount of $22,065.40 and Payment No. 4 and Final in the Amount of $30,936.68 **8-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Amendment No. 2 for the Phase II Engineering Services for the Farrell Road over Spring Creek Improvement Project - MFT Section No. 21-00542-00-BR to Hutchison Engineering, Inc. in the Amount of $15,000.00 **9-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Payments for Contractor Snow Removal Operations for the November 29th - November 30th, 2025 Snowstorm in the Amount of $135,505.50 **10-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Award of Contract for the 2026 Aluminum Sulfate Purchase to USALCO LLC for the Not-to-Exceed Amount of $792,805.00 **11-26**

Attachments: blank 2026 Joliet IL - USALCO Contract Extension
Approver Report

The City Manager gave a brief overview of this Council Memo.

Award of Contract for the 2026 Biosolids Disposal Program to New Era Spreading Inc. in the Amount of $2,516,550.00 **12-26**

Attachments: blank Joliet 2026 Extension Letter
Approver Report

The City Manager gave a brief overview of this Council Memo.

Award of Contract for the 2026 Drinking Water Sodium Hypochlorite Purchase to Univar Solutions USA LLC for the Not-to-Exceed Amount of $467,325.00 **13-26**

Attachments: blank Univar-CityOfJoliet2026BleachExt
Approver Report

The City Manager gave a brief overview of this Council Memo.

Award of Professional Services Agreement for Water Treatment Residual Rule Compliance Assistance to Duffield Consulting Engineers LTD for the Not-to-Exceed Amount of $46,284.00 **14-26**

Attachments: blank Joliet TENORM Agreement 2026 dld signed
Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Purchase of One Vehicle Mounted Hydraulic Valve Turning Machine for the Public Utilities Department from E.H. Wachs in the Amount of $32,794.00 **15-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Change Order No. 1 for the Railroad Street Water Main Improvements Project on behalf of P.T. Ferro Construction Co. for Adjustments to Project Completion Dates **16-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Change Order No. 1 for the Hickory Creek West Water Main Improvements Project to Airy's Inc. for a Deduction in the Amount of ($559,493.40) and Pay Estimate No. 6 and Final in the Amount of $1,148,647.82 **17-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Payment for Emergency Repairs to the Water Main in the Des Plaines River Crossing to Airy's Inc. in the Amount of $388,881.01 **18-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

AGENDA ITEM:

Approval of Change Order No. 1 for the Broadway (Theodore to Ruby) Water Main Improvements Project on behalf of Austin Tyler Construction Inc. for Adjustments to Project Completion Dates **20-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Approval of Change Order No. 1 for the North Prairie Water Main Improvements Project on behalf of Austin Tyler Construction Inc. for Adjustments to Project Completion Dates **21-26**

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

LICENSES AND PERMIT APPLICATIONS:

Issuance of Class "B" Liquor License at 50 E. Jefferson Street - Casa Catrina **23-26**

Attachments: CASA CATRINA - 50 E. JEFFERSON STREET - LIQUOR FINDINGS REPORT.pdf
Approver Report

The City Manager gave a brief overview of this Council Memo.

Issuance of Class D Liquor License at 800 N. Raynor Avenue - Sharks Fish & Chicken **24-26**

Attachments: SHARKS FISH & CHICKEN - 800 N. RAYNOR AVENUE - LIQUOR HEARING FINDINGS.pdf
Approver Report

The City Manager gave a brief overview of this Council Memo.

Issuance of Class D Liquor License at 325 S. Larkin Avenue - Sharks Fish & Chicken **25-26**

Attachments: SHARKS FISH & CHICKEN - 325 S. LARKIN AVENUE - LIQUOR HEARING FINDINGS.pdf
Approver Report

The City Manager gave a brief overview of this Council Memo.

Councilwoman Ibarra wants to know how much seating there is - representative said 12.

Councilman Hug clarified this is beer and wine only.

Councilman Clement asked the representative which ones he owned and asked if there were any calls for service - wants follow up.

Kevin Kelly spoke that there was no report for calls of service done to the Crest Hill location.

PUBLIC HEARINGS:

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

Public Hearing for a Boundary Agreement between the City **27-26**

of Joliet and the Village of Elwood

Attachments: Approver Report

The City Manager gave a brief overview of this Council Memo.

Councilman Clement asked Dustin Anderson for a brief explanation on what the agreement entails.

Mayor spoke on the City being satisfied with agreement.

Councilman Hug asked Dustin for further clarification.

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinances Associated with Briggs Street Subdivision: **29-26**

Ordinance Approving a Preliminary Plat of Briggs Street Subdivision (P-5-25)

Ordinance Approving the Vacation of an Approximately 14-Foot by 123-Foot Portion of Public Alley South of 101 S. Briggs Street (V-5-25)

Ordinance Approving the Reclassification of a Portion of 113 S. Briggs Street and 1521 Second Avenue from R-2 (Single-Family Residential) to B-1 (Neighborhood Business) Zoning (Z-1-25)

Attachments: Ordinance - Preliminary Plat Briggs St Sub.docx
Preliminary Plat of Briggs Street Sub P-5-25_Redacted.pdf
Ordinance - Alley Vacation Briggs St Sub.docx
Plat of Vacation V-5-25.pdf
Ordinance - Zoning Reclassification Briggs St.docx
Zoning Reclassification Exhibit Z-1-25.pdf
Site Plan and Exhibits P-5-25.pdf
Drive Thru Exhibit approved 10-07-25.pdf
Elevations and Floor Plan - Briggs Dunkin.pdf
Appraisal Report V-5-25_Redacted.pdf
Plan Commission Staff Report Packet P-5-25 V-5-25 Z-1-25_Redacted.pdf
Plan Commission Minutes 10-16-25.pdf
Approver Report

The City Manager gave a brief overview of this Council Memo.

Ordinance Approving an Intergovernmental Cooperative Planning and Boundary Agreement Between the Village of Elwood and the City of Joliet **30-26**

Attachments: Ord - Boundary Line Agreement - Elwood and Joliet.docx
Exhibit A - Boundary Line Agreement - Elwood and Joliet .docx
Attachment A - Map.pdf
Attachment B - Legal Description.docx
Approver Report

The City Manager gave a brief overview of this Council Memo.

RESOLUTIONS:

Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of Joliet and Will County **32-26**

Attachments: 2025 Will County IGA.doc
Resolution.docx
Approver Report

The City Manager gave a brief overview of this Council Memo.

Resolution Appropriating Supplemental Motor Fuel Tax Funds for Amendment No. 2 to the Phase II Engineering Services for the Farrell Road Bridge over Spring Creek Improvement Project - MFT Section No. 21-00542-00-BR **33-26**

Attachments: Resolution
Approver Report

The City Manager gave a brief overview of this Council Memo.

CITY MANAGER:

PUBLIC COMMENTS:

Cathy Garthus - spoke about her health difficulties.

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ADJOURNMENT:

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

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

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

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

Councilman Clement thanked Greg Ruddy and his team and their work on potholes, and asked Todd Lenzie to look into some concerns.

Councilwoman Quillman spoke regarding traffic lights.

Councilman Hug thanked Dustin for his work on the boundary agreement.

Councilwoman Ibarra thanked Paulina Martinez and her team for all their work.

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Juan Moreno, to adjourn the meeting.

The motion carried by the following vote:

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

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Tuesday, January 6, 2026

6:30 PM

City Hall, Council Chambers

City Council Meeting

MAYOR TERRY D'ARCY
MAYOR PRO-TEM COUNCILMAN PAT MUDRON (01/01/2026 - 03/31/2026)
COUNCILMAN CESAR CARDENAS
COUNCILMAN JOE CLEMENT
COUNCILMAN LARRY E. HUG
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COUNCILWOMAN JAN HALLUMS QUILLMAN
COUNCILWOMAN SHERRI REARDON

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

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INVOCATION:

Father Chris Groh, Chaplain for the Joliet Police and Fire Departments

PLEDGE TO THE FLAG:

ROLL CALL:

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

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

APPROVAL OF AGENDA:

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Juan Moreno, to approve the agenda as written.

The motion carried by the following vote:

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

CITIZENS TO BE HEARD ON AGENDA ITEMS:

Judy Easly - spoke on concerns about Council Memo 24/25-26

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COUNCIL COMMITTEE REPORTS:

Land Use & Economic Development

Councilman Cardenas gave a brief overview of the Land Use & Economic Development Committee meeting held December 17, 2025 in Council Chambers.

Link: https://joliet.granicus.com/player/clip/6173?view_id=6&redirect=true

Public Safety

Councilman Clement gave a brief overview of the Public Safety Committee meeting held January 6, 2026 in Council Chambers.

Chief Carey spoke on the resolution on tonight's agenda under 32-26 and the fire at the Amazon warehouse.

Link: https://joliet.granicus.com/player/clip/6193?view_id=6&redirect=true

Public Service

Councilman Hug gave a brief overview of the Public Service Committee meeting held January 5, 2026 in Council Chambers.

Link: https://joliet.granicus.com/player/clip/6189?view_id=6&redirect=true

CONSENT AGENDA:

Invoices to be Paid

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Approver Report

Approval of Minutes

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Approval of Purchase of One (1) LP35 (Cardiac Monitor) and three (3) LP1000's (AEDs) from Stryker Medical in the Amount of $59,847.12 **1-26**

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Approval of Purchase of 110 Additional Sets of Firefighter Turnout Gear from Air One Equipment, Inc. in the Amount of $398,310.00 **2-26**

Attachments: Approver Report

Approval of the 2026 Rock Salt Purchase Contract with the State of Illinois and Morton Salt Inc. for Bulk Rock Salt at the Average Unit Price of $67.20 per Ton for a Not to Exceed Amount of $470,375.00 **3-26**

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Attachments: Approver Report

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Attachments: Approver Report

Approval of Change Order No. 1 for the 2025-2026 Sidewalk Maintenance Contract to PT Ferro Construction Co. in the Amount of $51,004.14 **6-26**

Attachments: Approver Report

Approval of Change Order No. 1 for the 2024 Bituminous Surface Treatment - Contract A to AC Pavement Striping Co., an Increase in the Amount of $9,421.60 ,and Payment No. 2 & Final in the Amount of $9,650.00 **7-26**

Attachments: Approver Report

Approval of Change Order No. 3 for the 2024 Sidewalk / Curb Replacement Project - East Joliet Contract to Davis Concrete Construction Co. in the Amount of $22,065.40 and Payment No. 4 and Final in the Amount of $30,936.68 **8-26**

Attachments: Approver Report

Approval of Amendment No. 2 for the Phase II Engineering Services for the Farrell Road over Spring Creek Improvement Project - MFT Section No. 21-00542-00-BR to Hutchison Engineering, Inc. in the Amount of $15,000.00 **9-26**

Attachments: Approver Report

Approval of Payments for Contractor Snow Removal Operations for the November 29th - November 30th, 2025 Snowstorm in the Amount of $135,505.50 **10-26**

Attachments: Approver Report

Award of Contract for the 2026 Aluminum Sulfate Purchase to USALCO LLC for the Not-to-Exceed Amount of $792,805.00 **11-26**

Attachments: blank 2026 Joliet IL - USALCO Contract_Extension
Approver Report

Award of Contract for the 2026 Biosolids Disposal Program to New Era Spreading Inc. in the Amount of $2,516,550.00 **12-26**

Attachments: blank Joliet 2026 Extension Letter
Approver Report

Award of Contract for the 2026 Drinking Water Sodium Hypochlorite Purchase to Univar Solutions USA LLC for the Not-to-Exceed Amount of $467,325.00 **13-26**

Attachments: blank Univar-CityOfJoliet2026BleachExt
Approver Report

Award of Professional Services Agreement for Water Treatment Residual Rule Compliance Assistance to Duffield Consulting Engineers LTD for the Not-to-Exceed Amount of $46,284.00 **14-26**

Attachments: blank Joliet TENORM Agreement 2026 dld signed
Approver Report

Approval of Purchase of One Vehicle Mounted Hydraulic Valve Turning Machine for the Public Utilities Department from E.H. Wachs in the Amount of $32,794.00 **15-26**

Attachments: Approver Report

Approval of Change Order No. 1 for the Railroad Street Water Main Improvements Project on behalf of P.T. Ferro Construction Co. for Adjustments to Project Completion Dates **16-26**

Attachments: Approver Report

Approval of Change Order No. 1 for the Hickory Creek West Water Main Improvements Project to Airy's Inc. for a Deduction in the Amount of ($559,493.40) and Pay Estimate No. 6 and Final in the Amount of $1,148,647.82 **17-26**

Attachments: Approver Report

Approval of Payment for Emergency Repairs to the Water Main in the Des Plaines River Crossing to Airy's Inc. in the Amount of $388,881.01 **18-26**

Attachments: Approver Report

Consent Agenda Items Approved

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Juan Moreno, to approve all said Consent Agenda items.

The motion carried by the following vote:

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

AGENDA ITEM:

Approval of Change Order No. 1 for the Broadway (Theodore to Ruby) Water Main Improvements Project on behalf of Austin Tyler Construction Inc. for Adjustments to Project Completion Dates **20-26**

Attachments: Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilwoman Suzanna Ibarra, to approve COUNCIL MEMO #20-26: Approval of Change Order No. 1 for the Broadway (Theodore to Ruby) Water Main Improvements Project on behalf of Austin Tyler Construction Inc. for Adjustments to Project Completion Dates.

The motion carried by the following vote:

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

Abstain: Councilman Juan Moreno

Approval of Change Order No. 1 for the North Prairie Water Main Improvements Project on behalf of Austin Tyler Construction Inc. for Adjustments to Project Completion Dates **21-26**

Attachments: Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #21-26: Approval of Change Order No. 1 for the North Prairie Water Main Improvements Project on behalf of Austin Tyler Construction Inc. for Adjustments to Project Completion Dates.

The motion carried by the following vote:

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

Abstain: Councilman Juan Moreno

LICENSES AND PERMIT APPLICATIONS:

Issuance of Class "B" Liquor License at 50 E. Jefferson Street - Casa Catrina **23-26**

Attachments: CASA CATRINA - 50 E. JEFFERSON STREET - LIQUOR FINDINGS REPORT.pdf
Approver Report

A motion was made by Councilman Juan Moreno, seconded by Councilwoman Suzanna Ibarra, to approve COUNCIL MEMO #23-26: Issuance of Class "B" Liquor License at 50 E. Jefferson Street - Casa Catrina.

The motion carried by the following vote:

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

Issuance of Class D Liquor License at 800 N. Raynor Avenue - Sharks Fish & Chicken **24-26**

Attachments: SHARKS FISH & CHICKEN - 800 N. RAYNOR AVENUE - LIQUOR HEARING FINDINGS.pdf
Approver Report

Councilman Clement spoke on his discussion with the Crest Hill Mayor and that there are no issue with that location.

A motion was made by Councilman Juan Moreno, seconded by Councilwoman Sherri Reardon, to approve COUNCIL MEMO #24-26: Issuance of Class D Liquor License at 800 N. Raynor Avenue - Sharks Fish & Chicken.
The motion carried by the following vote:

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

Issuance of Class D Liquor License at 325 S. Larkin Avenue - Sharks Fish & Chicken **25-26**

Attachments: SHARKS FISH & CHICKEN - 325 S. LARKIN AVENUE - LIQUOR HEARING FINDINGS.pdf
Approver Report

Councilwoman Ibarra spoke in support of this item.

Councilman Hug clarified this is only table service not a bar.

A motion was made by Councilman Juan Moreno, seconded by Councilman Joe

Clement, to approve COUNCIL MEMO #25-26: Issuance of Class D Liquor License at 325 S. Larkin Avenue - Sharks Fish & Chicken. The motion carried by the following vote:

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

PUBLIC HEARINGS:

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

Public Hearing for a Boundary Agreement between the City of Joliet and the Village of Elwood **27-26**

Attachments: Approver Report

The City Clerk opened and advised that this is a public hearing regarding a Boundary Agreement between the City of Joliet and the Village of Elwood so any public comments would be in order at this time.

No public comments were made, therefore, the City Clerk closed the Public Hearing.

Councilman Hug thanked Dustin Anderson and his team for their work on this and responding to the follow up questions.

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinances Associated with Briggs Street Subdivision: **29-26**

Ordinance Approving a Preliminary Plat of Briggs Street Subdivision (P-5-25)

Ordinance Approving the Vacation of an Approximately 14-Foot by 123-Foot Portion of Public Alley South of 101 S. Briggs Street (V-5-25)

Ordinance Approving the Reclassification of a Portion of 113 S. Briggs Street and 1521 Second Avenue from R-2

(Single-Family Residential) to B-1 (Neighborhood Business) Zoning (Z-1-25)

Attachments: Ordinance - Preliminary Plat Briggs St Sub.docx
Preliminary Plat of Briggs Street Sub P-5-25_Redacted.pdf
Ordinance - Alley Vacation Briggs St Sub.docx
Plat of Vacation V-5-25.pdf
Ordinance - Zoning Reclassification Briggs St.docx
Zoning Reclassification Exhibit Z-1-25.pdf
Site Plan and Exhibits P-5-25.pdf
Drive Thru Exhibit approved 10-07-25.pdf
Elevations and Floor Plan - Briggs Dunkin.pdf
Appraisal Report V-5-25_Redacted.pdf
Plan Commission Staff Report Packet P-5-25 V-5-25 Z-1-25_Redacted.pdf
Plan Commission Minutes 10-16-25.pdf
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Cardenas, to adopt COUNCIL MEMO #29-26: Ordinances Associated with Briggs Street Subdivision:

Ordinance Approving a Preliminary Plat of Briggs Street Subdivision (P-5-25) (Ordinance 18810)

Ordinance Approving the Vacation of an Approximately 14-Foot by 123-Foot Portion of Public Alley South of 101 S. Briggs Street (V-5-25) (Ordinance 18811)

Ordinance Approving the Reclassification of a Portion of 113 S. Briggs Street and 1521 Second Avenue from R-2 (Single-Family Residential) to B-1 (Neighborhood Business) Zoning (Z-1-25). (Ordinance 18812)

The motion carried by the following vote:

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

Ordinance Approving an Intergovernmental Cooperative Planning and Boundary Agreement Between the Village of Elwood and the City of Joliet **30-26**

Attachments: Ord - Boundary Line Agreement - Elwood and Joliet.docx
Exhibit A - Boundary Line Agreement - Elwood and Joliet .docx
Attachment A - Map.pdf
Attachment B - Legal Description.docx
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Cardenas, to adopt COUNCIL MEMO #30-26: Ordinance Approving an Intergovernmental Cooperative Planning and Boundary Agreement Between the Village of Elwood and the City of Joliet. (Ordinance 18813)

The motion carried by the following vote:

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

RESOLUTIONS:

Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of Joliet and Will County **32-26**

Attachments: 2025 Will County IGA.doc
Resolution.docx
Approver Report

A motion was made by Councilman Joe Clement, seconded by Councilwoman Suzanna Ibarra, to adopt COUNCIL MEMO #32-26: Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of Joliet and Will County. (Resolution 8236)

The motion carried by the following vote:

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

Resolution Appropriating Supplemental Motor Fuel Tax Funds for Amendment No. 2 to the Phase II Engineering Services for the Farrell Road Bridge over Spring Creek Improvement Project - MFT Section No. 21-00542-00-BR **33-26**

Attachments: Resolution
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilwoman Suzanna Ibarra, to adopt COUNCIL MEMO #33-26: Resolution Appropriating Supplemental Motor Fuel Tax Funds for Amendment No. 2 to the Phase II Engineering Services for the Farrell Road Bridge over Spring Creek Improvement Project - MFT Section No. 21-00542-00-BR. (Resolution 8237)

The motion carried by the following vote:

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

CITY MANAGER:

The City Manager mentioned the snow plow naming event with the schools, and her excitement for things to come for the City in 2026.

PUBLIC COMMENTS:

Sam Coffey - spoke about concerns on safety and security in the City of Joliet

Mayor Doug Jenco - Village of Elwood - thanked the City for finalizing the boundary agreement this evening.

Jonathan J - spoke on concerns for Joliet law enforcement when dealing with those struggling with mental health.

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

MAYOR AND COUNCIL COMMENTS:

Councilwoman Quillman - wished Tom a Happy Birthday

Councilman Moreno - Happy Birthday to his goddaughter and have a great weekend.

Councilwoman Ibarra - thanked the speakers who came to this meeting.

Councilman Hug - thanked the veteran who spoke and suggested he speak with Chief Carey, and Happy New Year

Councilman Clement - spoke about an issue on Republic being taken care of, and traffic issues at 7Brew that he would like a resolution on.

Councilman Cardenas - Happy New Year to everyone, he mentioned the workshop for Comp Plan this week, and wished the Bears good luck this weekend.

Mayor D'Arcy - welcomed everyone into 2026, spoke on upcoming workshops for the Comp Plan and encouraged attendance, mentioned the opening of City Square and 100 year of Rialto, and the 100 year of Route 66, the return of NASCAR, and 250 year celebration for our Country all to come in 2026.

ADJOURNMENT:

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Juan Moreno, to adjourn.

The motion carried by the following vote:

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

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780. Live, online streaming of Regular City Council and Pre-Council meetings is now available at www.joliet.gov. Videos and agenda packets can be accessed by clicking on the Meetings & Agendas link at the center of the home page for "Joliet City Council E-Agenda & Streaming Video." The new page includes archived footage and interactive agendas available for the public to view at their convenience.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 01/22/2026

Department: City Clerk/Business Services

Final Action:

Title:

Agenda Date: 02/03/2026

Attachments: Pre-Council Meeting Minutes - January 5, 2026.pdf, City Council Meeting Minutes - January 6, 2026.pdf

Entered by: nhughes@joliet.gov

Memo

File #:

Agenda Date:2/3/2026

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City of Joliet

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					4,092.00					
18389 AMUNDSEN DAVIS, LLC										
852352		12/31/2025			3,619.73		12/31/2025	INV	APP	LEGAL
CHECK DATE:										
852353		12/31/2025			6,317.50		12/31/2025	INV	APP	LEGAL
CHECK DATE:										
					9,937.23					
13615 ANCHOR MECHANICAL INC										
NW25-1150		12/31/2025			368.48		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
NW26-0188		12/31/2025			1,264.00		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
NW26-0227		12/31/2025			1,637.61		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
NW26-0231		12/31/2025			632.00		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
NW26-0243		12/31/2025			316.00		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
NW26-0266		12/31/2025			338.82		12/31/2025	INV	APP	REPAIR
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					4,556.91					
19112 NVA PLAINFIELD VETERINARY MANAGEMENT										
676576		12/31/2025			207.14		12/31/2025	INV	APP	EMERGE
CHECK DATE:										
13868 APEX INDUSTRIAL AUTOMATION LLC										
1292329		02/03/2026			1,233.01		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
18068 ARBOR TEK LANDSCAPE SERVICES INC										
22244	25000127	12/31/2025			14,383.72		12/31/2025	INV	APP	2024-2
CHECK DATE:										
15933 AT&T CORP/ACC BUSINESS										
831-001-5136 824		02/03/2026			526.54		02/03/2026	INV	APP	TELECO
CHECK DATE:										
831-001-5136 814		02/03/2026			1,434.51		02/03/2026	INV	APP	TELECO
CHECK DATE:										
831-001-5136 850		02/03/2026			738.02		02/03/2026	INV	APP	TELECO
CHECK DATE:										
831-001-5136 867		02/03/2026			531.78		02/03/2026	INV	APP	TELECO
CHECK DATE:										
831-001-5136 870		02/03/2026			1,197.01		02/03/2026	INV	APP	TELECO
CHECK DATE:										
831-001-5294 311		02/03/2026			228.80		02/03/2026	INV	APP	TELECO
CHECK DATE:										
					4,656.66					
11591 AUSTIN TYLER CONSTRUCTION INC										
2503-01	26000064	02/03/2026			42,402.50		02/03/2026	INV	APP	Snow R
CHECK DATE:										
2504-04	25000651	12/31/2025			381,387.00		12/31/2025	INV	APP	North
CHECK DATE:										
2507-09	25000650	12/31/2025			169,241.48		12/31/2025	INV	APP	Broadw
CHECK DATE:										
2530-06	25000700	12/31/2025			13,376.00		12/31/2025	INV	APP	2025 O
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
ATC-110225-PAY3	25000412	12/31/2025			8,892.21		12/31/2025	INV	APP	2023 S
CHECK DATE:										
					615,299.19					
15758 AXON ENTERPRISE INC										
INUS410374		02/03/2026			1,596,768.81		02/03/2026	INV	APP	AXON R
CHECK DATE:										
INUS410799		02/03/2026			233,200.00		02/03/2026	INV	APP	AI ERA
CHECK DATE:										
					1,829,968.81					
13824 AZAVAR AUDIT SOLUTIONS INC										
159233		02/03/2026			14,532.00		02/03/2026	INV	APP	QUARTE
CHECK DATE:										
159271		02/03/2026			5,372.72		02/03/2026	INV	APP	MFT CO
CHECK DATE:										
					19,904.72					
11496 B&H TECHNICAL SERVICES INC										
12-389MACH		12/31/2025			7,385.00		12/31/2025	INV	APP	COLOR
CHECK DATE:										
19117 BARNEY HAMMOND LLP										
2024 CV 10976		12/31/2025			87,000.00		12/31/2025	INV	APP	SETTLE
CHECK DATE:										
207 BARRETTS HARDWARE & INDUS										
3261066	25001015	12/31/2025			51.03		12/31/2025	INV	APP	Roadwa
CHECK DATE:										
3261287	25001015	12/31/2025			937.50		12/31/2025	INV	APP	Roadwa
CHECK DATE:										
					988.53					
7112 BAXTER & WOODMAN INC										
0280224	25000547	12/31/2025			2,689.92		12/31/2025	INV	APP	PSA fo
CHECK DATE:										
0280648	25000268	12/31/2025			225.00		12/31/2025	INV	APP	PSA Co
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
0280652	25000547	12/31/2025			1,438.14		12/31/2025	INV	APP	PSA fo
CHECK DATE:										
0280653	25000099	12/31/2025			4,660.75		12/31/2025	INV	APP	2025 P
CHECK DATE:										
280176	25000363	12/31/2025			2,343.00		12/31/2025	INV	APP	PSA 20
CHECK DATE:										
280220	25000321	12/31/2025			2,738.91		12/31/2025	INV	APP	PSA fo
CHECK DATE:										
280221	25000321	12/31/2025			89,801.77		12/31/2025	INV	APP	PSA fo
CHECK DATE:										
280649	25000363	12/31/2025			10,948.92		12/31/2025	INV	APP	PSA 20
CHECK DATE:										
280651	25000321	12/31/2025			42,411.20		12/31/2025	INV	APP	PSA fo
CHECK DATE:										
					157,257.61					
7174 BRANIFF COMMUNICATIONS INC										
0036505		02/03/2026			273.00		02/03/2026	INV	APP	TORNAD
CHECK DATE:										
15057 BURNS & MCDONNELL ENGINEERING CO INC										
146020-34	25000330	12/31/2025			28,146.75		12/31/2025	INV	APP	PSA A
CHECK DATE:										
147443-21	25000330	12/31/2025			30,554.57		12/31/2025	INV	APP	PSA A
CHECK DATE:										
183397-6	25000820	12/31/2025			4,236.00		12/31/2025	INV	APP	On-Cal
CHECK DATE:										
					62,937.32					
15835 LORINDA CARMINE										
2025 SETTLEMENT		12/31/2025			19,275.63		12/31/2025	INV	APP	SETTLE
CHECK DATE:										
19088 CAROL FOX & ASSOCIATES										
1044263		02/03/2026			6,324.48		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
11996 CARUS CORPORATION										
SLS 10125372	26000044	02/03/2026			5,807.16		02/03/2026	INV APP	2025	S
CHECK DATE:										
SLS 10125373	26000045	02/03/2026			2,535.00		02/03/2026	INV APP	2025	D
CHECK DATE:										
SLS 10125433	26000045	02/03/2026			836.94		02/03/2026	INV APP	2025	D
CHECK DATE:										
SLS 10125434	26000044	02/03/2026			3,746.04		02/03/2026	INV APP	2025	S
CHECK DATE:										
SLS 10125435	26000045	02/03/2026			741.00		02/03/2026	INV APP	2025	D
CHECK DATE:										
SLS 10125436	26000045	02/03/2026			1,749.54		02/03/2026	INV APP	2025	D
CHECK DATE:										
SLS 10125437	26000044	02/03/2026			4,062.96		02/03/2026	INV APP	2025	S
CHECK DATE:										
SLS 10125438	26000045	02/03/2026			585.78		02/03/2026	INV APP	2025	D
CHECK DATE:										
SLS 10125442	26000045	02/03/2026			702.78		02/03/2026	INV APP	2025	D
CHECK DATE:										
SLS 10125502	26000045	02/03/2026			601.38		02/03/2026	INV APP	2025	D
CHECK DATE:										
					21,368.58					
11714 CASE LOTS INC										
3848		12/31/2025			127.80		12/31/2025	INV APP	SUPPLI	
CHECK DATE:										
4343		12/31/2025			1,965.00		12/31/2025	INV APP	SUPPLI	
CHECK DATE:										
4405		12/31/2025			299.50		12/31/2025	INV APP	SUPPLI	
CHECK DATE:										
4592		12/31/2025			299.50		12/31/2025	INV APP	SUPPLI	
CHECK DATE:										
4635		12/31/2025			967.25		12/31/2025	INV APP	SUPPLI	
CHECK DATE:										
4998		12/31/2025			2,024.25		12/31/2025	INV APP	SUPPLI	
CHECK DATE:										
4999		12/31/2025			998.50		12/31/2025	INV APP	SUPPLI	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
5585		02/03/2026			2,759.50		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
5616		02/03/2026			97.80		02/03/2026	INV	APP	TOWEL
CHECK DATE:										
5619		02/03/2026			32.90		02/03/2026	INV	APP	CALEND
CHECK DATE:										
5765		02/03/2026			466.10		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
					10,038.10					
15568 CDM SMITH INC										
90253952		12/31/2025			13,839.62		12/31/2025	INV	APP	JOLIET
CHECK DATE:										
9854 CDS OFFICE TECHNOLOGIES										
INV1749297		02/03/2026			3,940.00		02/03/2026	INV	APP	PAPER
CHECK DATE:										
7617 CDWG COMPUTER CENTERS										
AH52J2C		02/03/2026			96.44		02/03/2026	INV	APP	USB DR
CHECK DATE:										
AH7D62Y	25001100	12/31/2025			19,476.05		12/31/2025	INV	APP	TRAFFI
CHECK DATE:										
AH7DF2B		02/03/2026			2,544.00		02/03/2026	INV	APP	LICENS
CHECK DATE:										
					22,116.49					
13985 CENTRAL CLEANERS INC										
8967		02/03/2026			30.50		02/03/2026	INV	APP	DRY CL
CHECK DATE:										
18859 CHURCHILL IL										
153986		02/03/2026			96.60		02/03/2026	INV	APP	DEPOSI
CHECK DATE:										
13667 CINTAS CORPORATION NO 2 UNIFORMS										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
4255777677		02/03/2026			187.44		02/03/2026	INV	APP	SERVIC
CHECK DATE:										
4255787958	26000047	02/03/2026			54.15		02/03/2026	INV	APP	Rug Se
CHECK DATE:										
4256213859		02/03/2026			316.31		02/03/2026	INV	APP	SERVIC
CHECK DATE:										
4257283881	26000047	02/03/2026			54.15		02/03/2026	INV	APP	Rug Se
CHECK DATE:										
					612.05					
13383 CINTAS FIRE PROTECTION										
0F94775075		02/03/2026			2,107.27		02/03/2026	INV	APP	EMERGE
CHECK DATE:										
0F94775236		12/31/2025			1,228.65		12/31/2025	INV	APP	FIRE E
CHECK DATE:										
					3,335.92					
11067 CIVILTECH ENGINEERING, INC										
56783	25001063	12/31/2025			4,494.83		12/31/2025	INV	APP	Civilt
CHECK DATE:										
15245 CLARK BAIRD SMITH LLP										
3108		12/31/2025			2,016.25		12/31/2025	INV	APP	LEGAL
CHECK DATE:										
10220 COMCAST										
260931654		02/03/2026			5,384.95		02/03/2026	INV	APP	ETHERN
CHECK DATE:										
8771201421392634	26000041	02/03/2026			249.27		02/03/2026	INV	APP	cable
CHECK DATE:										
8771201460110350	25000996	12/31/2025			9.12		12/31/2025	INV	APP	cable
CHECK DATE:										
					5,643.34					
14176 COMED PROCESSING										
CWA #SJ250852		02/03/2026			20,000.00		02/03/2026	INV	APP	BASE E
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
18520 CONGLOBAL INDUSTRIES LLC										
IVCGI7425611		02/03/2026			3,395.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
546 CONSTRUCTION BY CAMCO INC										
7545-15	25000700	12/31/2025			4,196.25		12/31/2025	INV	APP	2025 O
CHECK DATE:										
7695	26000064	02/03/2026			17,453.00		02/03/2026	INV	APP	Snow R
CHECK DATE:										
					21,649.25					
18611 CHICAGO GYPSUM SUPPLY INC										
694666-00		12/31/2025			1,800.53		12/31/2025	INV	APP	MATERI
CHECK DATE:										
15872 CORE & MAIN LP										
X896823	25000917	12/31/2025			55,840.00		12/31/2025	INV	APP	8"-10"
CHECK DATE:										
Y285211	25001034	12/31/2025			7,020.00		12/31/2025	INV	APP	Purcha
CHECK DATE:										
					62,860.00					
15588 COSGROVE CONSTRUCTION INC										
106651		02/03/2026			8,456.00		02/03/2026	INV	APP	CEILIN
CHECK DATE:										
106661	25001111	12/31/2025			69,275.00		12/31/2025	INV	APP	PAINT,
CHECK DATE:										
					77,731.00					
15767 COSTAR REALTY INFORMATION INC										
123334209		02/03/2026			2,071.88		02/03/2026	INV	APP	SUBSCR
CHECK DATE:										
11445 COTG CHICAGO OFFICE TECHNOLOGY GROUP										
IN6295205		02/03/2026			3,702.75		02/03/2026	INV	APP	PRINT
CHECK DATE:										
576 CRESCENT ELECTRIC SUPPLY										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
S513801813.001		02/03/2026			417.41		02/03/2026	INV	APP	REPAIR
CHECK DATE:										
S513811927.001		02/03/2026			870.84		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
S513823175.001		02/03/2026			35.27		02/03/2026	INV	APP	PARTS
CHECK DATE:										
S513833619.001		02/03/2026			184.40		02/03/2026	INV	APP	PARTS
CHECK DATE:										
S513834165.001		02/03/2026			57.67		02/03/2026	INV	APP	PARTS
CHECK DATE:										
					1,565.59					
18250 CROKE FAIRCHILD DUARTE & BERES LLC										
137038		12/31/2025			465.00		12/31/2025	INV	APP	LEGAL
CHECK DATE:										
3606 CRYER & OLSEN MECHANICAL INC										
11751-0		02/03/2026			736.40		02/03/2026	INV	APP	REPAIR
CHECK DATE:										
13932 DAVIS CONCRETE CONSTRUCTION CO										
DCCC#4	25000415	12/31/2025			30,936.68		12/31/2025	INV	APP	24' Si
CHECK DATE:										
17371 DESHAZO CRANE										
0314029-IN		02/03/2026			3,330.00		02/03/2026	INV	APP	REPAIR
CHECK DATE:										
13221 DIVE RIGHT IN SCUBA										
272996		02/03/2026			381.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
18804 DJS SCUBA LOCKER INC										
68038		12/31/2025			52.00		12/31/2025	INV	APP	EQUIPM
CHECK DATE:										
12431 DONOHUE & ASSOCIATES INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
14163-19	25000324	12/31/2025			2,982.50		12/31/2025	INV	APP	PSA 20
CHECK DATE:										
14163-20	25000324	12/31/2025			8,584.45		12/31/2025	INV	APP	PSA 20
CHECK DATE:										
					11,566.95					
13643 EJ USA INC										
110260002079		02/03/2026			246.29		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
7582 ELLIOTT ELECTRIC INC										
32485	25000241	12/31/2025			4,320.00		12/31/2025	INV	APP	2025 E
CHECK DATE:										
32494	25000241	12/31/2025			4,995.00		12/31/2025	INV	APP	2025 E
CHECK DATE:										
32497	25000241	12/31/2025			810.00		12/31/2025	INV	APP	2025 E
CHECK DATE:										
32503	25000241	12/31/2025			6,615.00		12/31/2025	INV	APP	2025 E
CHECK DATE:										
32504	25000241	12/31/2025			1,350.00		12/31/2025	INV	APP	2025 E
CHECK DATE:										
					18,090.00					
5303 EMC EQUIPMENT MANAGEMENT COMPANY										
66362		02/03/2026			425.00		02/03/2026	INV	APP	MOUNTI
CHECK DATE:										
18604 EMS MANAGEMENT & CONSULTANTS, INC										
EMS-021900		12/31/2025			17,237.71		12/31/2025	INV	APP	SERVIC
CHECK DATE:										
16775 ENGINEERING ENTERPRISES INC										
85573	25000275	12/31/2025			2,398.50		12/31/2025	INV	APP	PSA Ri
CHECK DATE:										
85864	25000275	12/31/2025			4,498.50		12/31/2025	INV	APP	PSA Ri
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					6,897.00					
14105 EVOQUA WATER TECHNOLOGIES LLC										
907356093	25000905	12/31/2025			422,596.78		12/31/2025	INV	APP	ESTP -
CHECK DATE:										
907380987		02/03/2026			6,609.42		02/03/2026	INV	APP	PARTS
CHECK DATE:										
					429,206.20					
785 FAST PRINTING OF JOLIET, INC										
99125		02/03/2026			303.94		02/03/2026	INV	APP	ENVELO
CHECK DATE:										
19113 FAVARO & GORMINE LTD										
LORINDA CARMINE		12/31/2025			5,500.24		12/31/2025	INV	APP	SETTLE
CHECK DATE:										
16220 FBI LEEDA INC										
300119088		02/03/2026			50.00		02/03/2026	INV	APP	MEMBER
CHECK DATE:										
17395 FIRR OAK PROPERTIES										
DECEMBER 2025		12/31/2025			1,548.35		12/31/2025	INV	APP	BIOSOL
CHECK DATE:										
NOVEMBER 2025		12/31/2025			1,107.20		12/31/2025	INV	APP	BIOSOL
CHECK DATE:										
OCTOBER 2025		12/31/2025			1,548.35		12/31/2025	INV	APP	BIOSOL
CHECK DATE:										
SEPTEMBER 2025		12/31/2025			1,107.20		12/31/2025	INV	APP	BIOSOL
CHECK DATE:										
					5,311.10					
13348 FLEXIBLE BENEFIT SERVICE CORP										
FBS-1536505		12/31/2025			429.80		12/31/2025	INV	APP	FLEX S
CHECK DATE:										
13970 FLOORING GUYS, INC										
11070		12/31/2025			8,360.00		12/31/2025	INV	APP	FLOORI

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
11236		02/03/2026			9,760.00		02/03/2026	INV	APP	FLOORS
CHECK DATE:										
11259		02/03/2026			9,230.00		02/03/2026	INV	APP	REPAIR
CHECK DATE:										
					27,350.00					
18043 FLOWPOINT ENVIRONMENTAL SYSTEMS INC										
WE6210		12/31/2025			419.18		12/31/2025	INV	APP	BULK W
CHECK DATE:										
3950 FORT DEARBORN LIFE INSURANCE										
02/01-28/2026		02/03/2026			2,425.89		02/03/2026	INV	APP	VISION
CHECK DATE:										
02/01/26-02/28/26		02/03/2026			4,615.40		02/03/2026	INV	APP	VOLUNT
CHECK DATE:										
					7,041.29					
10005 FREEDOM FIRST AID & SAFETY										
55085	26000040	02/03/2026			73.00		02/03/2026	INV	APP	FIRST
CHECK DATE:										
6319 GARCIA, SAUL										
01/07/2026		02/03/2026			150.00		02/03/2026	INV	APP	MEETIN
CHECK DATE:										
13439 GENE MAY HEATING & COOLING										
131768		02/03/2026			1,072.00		02/03/2026	INV	APP	REPAIR
CHECK DATE:										
131769		02/03/2026			389.00		02/03/2026	INV	APP	REPAIR
CHECK DATE:										
					1,461.00					
12403 GRAINGER										
9757561361		02/03/2026			34.74		02/03/2026	INV	APP	FIRST
CHECK DATE:										
9758475553		02/03/2026			34.53		02/03/2026	INV	APP	PLUMBI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
9758587209		02/03/2026			82.80		02/03/2026	INV	APP	PLUMBI
CHECK DATE:										
9760055229		02/03/2026			32.68		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
9760055237		02/03/2026			562.24		02/03/2026	INV	APP	VACUUM
CHECK DATE:										
9760653569		02/03/2026			139.32		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
9763531309		02/03/2026			136.19		02/03/2026	INV	APP	PAINT
CHECK DATE:										
9764411352		02/03/2026			288.32		02/03/2026	INV	APP	BATTER
CHECK DATE:										
9764659265		02/03/2026			68.64		02/03/2026	INV	APP	PAINT
CHECK DATE:										
9767824619		02/03/2026			163.14		02/03/2026	INV	APP	DOOR C
CHECK DATE:										
9769553828		02/03/2026			55.84		02/03/2026	INV	APP	SHOP S
CHECK DATE:										
9770465269		02/03/2026			23.80		02/03/2026	INV	APP	MAINT.
CHECK DATE:										
9772388642		02/03/2026			608.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
9772678968		02/03/2026			225.15		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
9773191037		02/03/2026			341.50		02/03/2026	INV	APP	JANITO
CHECK DATE:										
9776477763		02/03/2026			-37.00		02/03/2026	CRM	APP	CREDIT
CHECK DATE:										
					2,759.89					
15203 H&H ELECTRIC CO										
HHE-PAY 1	25000737	12/31/2025			409,627.27		12/31/2025	INV	APP	Advanc
CHECK DATE:										
7234 HELSEL & JEPPERSON ELECTRICAL INC										
970546	25000534	12/31/2025			15,190.00		12/31/2025	INV	APP	2024 E
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
19100 HENRICKSEN & COMPANY INC										
25071014-001DE	26000031	02/03/2026			6,652.63		02/03/2026	INV	APP	FURNIT
CHECK DATE:										
1060 HERITAGE CORRIDOR CONVENTION &										
14408	25000823	12/31/2025			44,595.24		12/31/2025	INV	APP	TOURIS
CHECK DATE:										
2665 HIGH STAR TRAFFIC										
17957	25001062	12/31/2025			8,555.00		12/31/2025	INV	APP	2025 B
CHECK DATE:										
18031	25001062	12/31/2025			25,697.50		12/31/2025	INV	APP	2025 B
CHECK DATE:										
18205		02/03/2026			7,876.25		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
18332		02/03/2026			809.15		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
					42,937.90					
15947 HOERR CONSTRUCTION INC										
125-608 REV3	25000730	12/31/2025			237,491.16		12/31/2025	INV	APP	2025 F
CHECK DATE:										
125-665 REV1	25000418	12/31/2025			1,161,092.28		12/31/2025	INV	APP	Garnse
CHECK DATE:										
					1,398,583.44					
15322 HUTCHISON ENGINEERING INC										
INV #21	25000477	12/31/2025			1,265.00		12/31/2025	INV	APP	PSA fo
CHECK DATE:										
1201 ILL SECTION AMERICAN WATERWORKS										
200102612		02/03/2026			350.00		02/03/2026	INV	APP	WATERC
CHECK DATE:										
9142 ILL STATE TOLL HIGHWAY AUTHORITY										
G12300008703		12/31/2025			426.60		12/31/2025	INV	APP	TOLLS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
13610 ILLCO INC										
6220829		02/03/2026			6,334.88		02/03/2026	INV	APP	PARTS
CHECK DATE:										
17310 ILLINOIS PLUMBING INSPECTORS ASSOCIATION										
2026 CONT EDUCATION		02/03/2026			125.00		02/03/2026	INV	APP	WILLIA
CHECK DATE:										
13346 INFOSEND INC										
301661	25000243	12/31/2025			44,231.75		12/31/2025	INV	APP	PRINT/
CHECK DATE:										
301662		12/31/2025			1,717.36		12/31/2025	INV	APP	PRINTI
CHECK DATE:										
302745		12/31/2025			3,663.81		12/31/2025	INV	APP	INSERT
CHECK DATE:										
					49,612.92					
1241 INT'L ASSN OF CHIEFS OF POLICE										
0387250		12/31/2025			220.00		12/31/2025	INV	APP	ACTIVE
CHECK DATE:										
17457 ITERIS INC										
187290	25000480	12/31/2025			13,779.00		12/31/2025	INV	APP	PES PH
CHECK DATE:										
1322 J RUSS & COMPANY INC										
25-12-02-9363	26000064	02/03/2026			45,935.00		02/03/2026	INV	APP	Snow R
CHECK DATE:										
19063 JAKE THOMAS										
3		12/31/2025			1,200.00		12/31/2025	INV	APP	TECH S
CHECK DATE:										
1339 JCM UNIFORMS										
815948	25000943	12/31/2025			165.00		12/31/2025	INV	APP	PARKIN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
816421	25001039	12/31/2025			179.40		12/31/2025	INV	APP	DISPAT
CHECK DATE:										
816466	25001048	12/31/2025			99.95		12/31/2025	INV	APP	POLICE
CHECK DATE:										
816632	26000061	02/03/2026			592.80		02/03/2026	INV	APP	RECORD
CHECK DATE:										
816813	25001047	12/31/2025			99.95		12/31/2025	INV	APP	POLICE
CHECK DATE:										
816818	25001065	12/31/2025			99.95		12/31/2025	INV	APP	POLICE
CHECK DATE:										
817572		02/03/2026			402.93		02/03/2026	INV	APP	CERT I
CHECK DATE:										
817738	26000060	02/03/2026			976.75		02/03/2026	INV	APP	POLICE
CHECK DATE:										
					2,616.73					
18889 JDZ CUSTOM FLOORING INC										
302		02/03/2026			1,295.00		02/03/2026	INV	APP	REPAIR
CHECK DATE:										
14297 JEWEL OSCO PHARMACY										
J2025		12/31/2025			2,730.00		12/31/2025	INV	APP	FLU SH
CHECK DATE:										
18953 JOHNSON RESEARCH GROUP INC										
2421	25001037	12/31/2025			17,055.00		12/31/2025	INV	APP	CONSUL
CHECK DATE:										
2448	25001037	12/31/2025			17,517.50		12/31/2025	INV	APP	CONSUL
CHECK DATE:										
					34,572.50					
5472 JOLIET CITY CENTER PARTNERSHIP										
DECEMBER 2025		12/31/2025			19,009.49		12/31/2025	INV	APP	SSA OP
CHECK DATE:										
13874 JOLIET SLAMMERS - JOLIET COMMUNITY										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
13-1468		12/31/2025			13,087.89		12/31/2025	INV	APP	UTILIT
CHECK DATE:										
1541 LAI & ASSOCIATES INC										
25-63162		02/03/2026			5,180.43		02/03/2026	INV	APP	PARTS
CHECK DATE:										
25-7425S		02/03/2026			333.69		02/03/2026	INV	APP	PARTS
CHECK DATE:										
					5,514.12					
18828 LAMAR JOHNSON COLLABORATIVE INC, THE										
00025016950	25000504	12/31/2025			28,322.50		12/31/2025	INV	APP	Profes
CHECK DATE:										
13142 LAWSON PRODUCTS INC										
9312890302	25000981	12/31/2025			107.64		12/31/2025	INV	APP	AUTOMO
CHECK DATE:										
9312908575	25000981	12/31/2025			339.68		12/31/2025	INV	APP	AUTOMO
CHECK DATE:										
9312908576	25000981	12/31/2025			743.34		12/31/2025	INV	APP	AUTOMO
CHECK DATE:										
9312912706	25000981	12/31/2025			967.18		12/31/2025	INV	APP	AUTOMO
CHECK DATE:										
9312912707	25000981	12/31/2025			125.50		12/31/2025	INV	APP	AUTOMO
CHECK DATE:										
9312916512	25000981	12/31/2025			958.16		12/31/2025	INV	APP	AUTOMO
CHECK DATE:										
9312954366	25000981	12/31/2025			192.96		12/31/2025	INV	APP	AUTOMO
CHECK DATE:										
					3,434.46					
1306 LEE JENSEN SALES CO INC										
0017437-01		12/31/2025			75.00		12/31/2025	INV	APP	SUPPLI
CHECK DATE:										
0017437-02		02/03/2026			185.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					260.00					
17957 LAW ENFORCEMENT RISK MANAGEMENT GROUP INC										
5121		12/31/2025			10,500.00		12/31/2025	INV	APP	LEGAL
CHECK DATE:										
10407 LEXIS NEXIS RISK DATA MGMT INC										
1100252075		12/31/2025			200.00		12/31/2025	INV	APP	DECEMB
CHECK DATE:										
18061 LINDENMEYR MUNROE										
2026002035918		02/03/2026			378.75		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
17493 MAGNET FORENSICS USA INC										
SIN089965		02/03/2026			37,370.00		02/03/2026	INV	APP	RENEWA
CHECK DATE:										
SIN089968		02/03/2026			5,250.00		02/03/2026	INV	APP	MAGNET
CHECK DATE:										
					42,620.00					
1679 MC MASTER-CARR SUPPLY CO										
57870947		02/03/2026			81.94		02/03/2026	INV	APP	PARTS
CHECK DATE:										
58201392		02/03/2026			63.93		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
					145.87					
19005 MCGINTY BROS INC										
272937	25000889	12/31/2025			10,190.00		12/31/2025	INV	APP	Cntct
CHECK DATE:										
10340 ME SIMPSON CO INC										
45714	25000631	12/31/2025			41,889.60		12/31/2025	INV	APP	PSA fo
CHECK DATE:										
45793	25000631	12/31/2025			55.00		12/31/2025	INV	APP	PSA fo
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					41,944.60					
13281 MEDWORKS-JOLIET										
428021		02/03/2026			130.00		02/03/2026	INV	APP	TESTIN
CHECK DATE:										
13563 MENARDS-CRESTHILL										
99757		02/03/2026			45.02		02/03/2026	INV	APP	SILICO
CHECK DATE:										
1704 MENARDS-JOLIET										
16477		12/31/2025			4.78		12/31/2025	INV	APP	Suppli
CHECK DATE:										
16900		12/31/2025			234.74		12/31/2025	INV	APP	Suppli
CHECK DATE:										
17161		02/03/2026			-56.43		02/03/2026	CRM	APP	CREDIT
CHECK DATE:										
17330		02/03/2026			462.70		02/03/2026	INV	APP	MATERI
CHECK DATE:										
17364		02/03/2026			38.73		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
17432		02/03/2026			9.76		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
17445	26000034	02/03/2026			35.95		02/03/2026	INV	APP	Roadwa
CHECK DATE:										
17487	26000015	02/03/2026			515.00		02/03/2026	INV	APP	2026 B
CHECK DATE:										
17645		02/03/2026			-167.96		02/03/2026	CRM	APP	CREDIT
CHECK DATE:										
17647	26000015	02/03/2026			132.92		02/03/2026	INV	APP	2026 B
CHECK DATE:										
17649		02/03/2026			36.85		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
17762		02/03/2026			53.51		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
17794		02/03/2026			54.77		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
17813		02/03/2026			88.37		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
17867	26000015	02/03/2026			77.97		02/03/2026	INV	APP	2026 B
CHECK DATE:										
17879.		02/03/2026			191.32		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
18070	26000015	02/03/2026			470.96		02/03/2026	INV	APP	2026 B
CHECK DATE:										
18074		02/03/2026			268.39		02/03/2026	INV	APP	PAINT
CHECK DATE:										
887187		02/03/2026			133.20		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
					2,585.53					
1713 METROPOLITAN INDUSTRIES										
INV079894	25001027	12/31/2025			124,735.00		12/31/2025	INV	APP	Trans.
CHECK DATE:										
INV080115		12/31/2025			4,251.00		12/31/2025	INV	APP	PARTS
CHECK DATE:										
					128,986.00					
16600 MIDWEST ENVIRONMENTAL CONSULTING SERVICES INC										
25-01288 R		12/31/2025			9,500.00		12/31/2025	INV	APP	TESTS
CHECK DATE:										
7435 MIDWEST SUPPLY CO										
332169		02/03/2026			301.76		02/03/2026	INV	APP	STATIO
CHECK DATE:										
1775 MOORE GLASS INC										
I260029		02/03/2026			250.00		02/03/2026	INV	APP	REPAIR
CHECK DATE:										
17852 MORTON SALT INC										
5403982519	26000024	02/03/2026			8,832.48		02/03/2026	INV	APP	Rock S
CHECK DATE:										
1793 MOTOROLA SOLUTIONS - STARCOM										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
10002420251201	26000062	02/03/2026			28,518.00		02/03/2026	INV	APP	MOTORO
CHECK DATE:										
18838 MUELLER, LAWSON, FROBISH, PC										
26386		12/31/2025			682.50		12/31/2025	INV	APP	LEGAL
CHECK DATE:										
18852 MUSE COMMUNITY DESIGN LLC										
2508.01.01		12/31/2025			479.59		12/31/2025	INV	APP	STICKE
CHECK DATE:										
2508.01.02		02/03/2026			926.10		02/03/2026	INV	APP	STICKE
CHECK DATE:										
					1,405.69					
12651 MY LEGACY AWARDS & ENGRAVING LLC										
1893		12/31/2025			192.00		12/31/2025	INV	APP	SIGNS
CHECK DATE:										
1895		12/31/2025			26.00		12/31/2025	INV	APP	NAMEPL
CHECK DATE:										
					218.00					
18459 MYSTAIRE										
0020721-IN		02/03/2026			983.58		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
1336 NAPA GENUINE PARTS										
887449		02/03/2026			154.56		02/03/2026	INV	APP	PARTS
CHECK DATE:										
887562		02/03/2026			38.70		02/03/2026	INV	APP	PARTS
CHECK DATE:										
887584		02/03/2026			28.70		02/03/2026	INV	APP	PARTS
CHECK DATE:										
887594		02/03/2026			12.03		02/03/2026	INV	APP	PARTS
CHECK DATE:										
887597		02/03/2026			120.30		02/03/2026	INV	APP	PARTS
CHECK DATE:										
887661		02/03/2026			1,341.93		02/03/2026	INV	APP	PARTS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
887693		02/03/2026			402.75		02/03/2026	INV	APP	PARTS
CHECK DATE:										
887695		02/03/2026			339.94		02/03/2026	INV	APP	PARTS
CHECK DATE:										
887709		02/03/2026			279.54		02/03/2026	INV	APP	PARTS
CHECK DATE:										
887714		02/03/2026			260.48		02/03/2026	INV	APP	PARTS
CHECK DATE:										
888083		02/03/2026			99.75		02/03/2026	INV	APP	PARTS
CHECK DATE:										
					3,078.68					
17946 NEW ERA SPREADING INC										
898	26000054	02/03/2026			14,409.78		02/03/2026	INV	APP	2025 B
CHECK DATE:										
1902 NORWALK TANK CO										
202145		02/03/2026			155.24		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
17993 ODP BUSINESS SOLUTIONS LLC										
451336060001		12/31/2025			97.19		12/31/2025	INV	APP	OFFICE
CHECK DATE:										
452261906001		12/31/2025			79.99		12/31/2025	INV	APP	OFFICE
CHECK DATE:										
452262375001		12/31/2025			26.89		12/31/2025	INV	APP	OFFICE
CHECK DATE:										
452573104001		12/31/2025			-37.62		12/31/2025	CRM	APP	CREDIT
CHECK DATE:										
452573331001		12/31/2025			37.62		12/31/2025	INV	APP	OFFICE
CHECK DATE:										
453748041001		02/03/2026			1,238.80		02/03/2026	INV	APP	OFFICE
CHECK DATE:										
453780698001		02/03/2026			84.24		02/03/2026	INV	APP	OFFICE
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					1,527.11					
1918 OESTREICH SERV CO, INC										
248321		12/31/2025			18.25		12/31/2025	INV	APP	KEYS
CHECK DATE:										
248335		12/31/2025			49.00		12/31/2025	INV	APP	VEHICL
CHECK DATE:										
248351		12/31/2025			84.20		12/31/2025	INV	APP	PADLOC
CHECK DATE:										
					151.45					
13189 OMEGA PLUMBING INC										
10110242		12/31/2025			200.00		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
10110655		02/03/2026			8,790.00		02/03/2026	INV	APP	PLUMBI
CHECK DATE:										
10110792		02/03/2026			370.00		02/03/2026	INV	APP	TESTIN
CHECK DATE:										
10110819		02/03/2026			325.00		02/03/2026	INV	APP	REPAIR
CHECK DATE:										
					9,685.00					
17294 OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.										
19057		12/31/2025			3,950.00		12/31/2025	INV	APP	LEGAL
CHECK DATE:										
13978 PARTNERS AND PAWS VET SERVICES LLC										
154629		12/31/2025			264.00		12/31/2025	INV	APP	K9 BOA
CHECK DATE:										
156918		12/31/2025			414.00		12/31/2025	INV	APP	K9 FOO
CHECK DATE:										
157161		12/31/2025			453.10		12/31/2025	INV	APP	K9 BOA
CHECK DATE:										
158961		12/31/2025			330.00		12/31/2025	INV	APP	K9 BOA
CHECK DATE:										
					1,461.10					
18908 PIPE VIEW LLC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
34967	25000802	12/31/2025			43,965.39		12/31/2025	INV	APP	2025 S
CHECK DATE:										
2043 POEHNER, DILLMAN & MAHALIK										
68262160	25000493	12/31/2025			26,250.12		12/31/2025	INV	APP	2025 P
CHECK DATE:										
2048 POLICE CHIEFS ASSOC										
JOLIETPD		02/03/2026			250.00		02/03/2026	INV	APP	MEMBER
CHECK DATE:										
2050 POLICE EXECUTIVE RESEARCH FORUM										
33398		12/31/2025			250.00		12/31/2025	INV	APP	MEMBER
CHECK DATE:										
18128 POLYDYNE INC										
1986454	25000029	12/31/2025			-4,025.00		12/31/2025	CRM	APP	ESTP -
CHECK DATE:										
17235 PORTABLE JOHN INC										
300681		12/31/2025			955.00		12/31/2025	INV	APP	PORTAB
CHECK DATE:										
18786 PRECISION TRUCK CENTER LTD										
30669	25001094	12/31/2025			28,454.54		12/31/2025	INV	APP	AUTOMO
CHECK DATE:										
19036 PREFERRED WINDOW AND DOOR INC										
115893	25001005	12/31/2025			9,997.50		12/31/2025	INV	APP	BUILDI
CHECK DATE:										
18681 PRESERVATION FUTURES LLC										
260112-001		12/31/2025			1,788.00		12/31/2025	INV	APP	CONTEX
CHECK DATE:										
260112-002		12/31/2025			1,636.00		12/31/2025	INV	APP	CONTEX
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					3,424.00					
1948 PT FERRO CONSTR CO										
48552	25000764	12/31/2025			152,754.90		12/31/2025	INV	APP	County
CHECK DATE:										
48554	26000064	02/03/2026			29,715.00		02/03/2026	INV	APP	Snow R
CHECK DATE:										
48575	25000699	12/31/2025			648,656.24		12/31/2025	INV	APP	Railro
CHECK DATE:										
					831,126.14					
17972 PYROTECNICO FIREWORKS INC										
INV-C55046		12/31/2025			5,000.00		12/31/2025	INV	APP	BALANC
CHECK DATE:										
18703 RAFTELIS FINANCIAL CONSULTANTS INC										
43545	26000066	02/03/2026			6,994.00		02/03/2026	INV	APP	Prof S
CHECK DATE:										
15505 REASONABLE TREE EXPERTS										
11918	26000088	02/03/2026			2,065.00		02/03/2026	INV	APP	Tree &
CHECK DATE:										
11919	26000088	02/03/2026			4,270.00		02/03/2026	INV	APP	Tree &
CHECK DATE:										
					6,335.00					
999172 REFUND-ADJUDICATION										
C1044-000468		02/03/2026			25.00		02/03/2026	INV	APP	REFUND
CHECK DATE:						PAYEE: LMD LIQUOR LLC				
999168 REFUND-AMBULANCE										
TRIP #2405436		12/31/2025			50.00		12/31/2025	INV	APP	OVERPA
CHECK DATE:						PAYEE: VICKI LEGRETT				
999178 REFUND-MISCELLANEOUS										
FIRST BANK OF MANHAT		12/31/2025			100.00		12/31/2025	INV	APP	OVERPA
CHECK DATE:						PAYEE: FIRST BANK OF MANHATTAN TR-487				
MAGANA JAIME		12/31/2025			100.00		12/31/2025	INV	APP	OVERPA

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:					PAYEE: JAIME MAGANA					
					200.00					
11514 ROMEOVILLE FIRE ACADEMY										
2025-745		12/31/2025			2,900.00		12/31/2025	INV	APP	TRAINI
CHECK DATE:										
9816 SEECO CONSULTANTS INC										
20094	25000995	12/31/2025			14,710.00		12/31/2025	INV	APP	Geotec
CHECK DATE:										
9461 SENTINEL TECHNOLOGIES INC										
INV54808		02/03/2026			610.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
2360 SERVICE INDUST SUPPLY INC										
145198		12/31/2025			358.00		12/31/2025	INV	APP	SUPPLI
CHECK DATE:										
145220		12/31/2025			35.00		12/31/2025	INV	APP	SUPPLI
CHECK DATE:										
145404		12/31/2025			480.60		12/31/2025	INV	APP	SUPPLI
CHECK DATE:										
145449		12/31/2025			377.72		12/31/2025	INV	APP	SUPPLI
CHECK DATE:										
145983		12/31/2025			25.90		12/31/2025	INV	APP	SUPPLI
CHECK DATE:										
					1,277.22					
16855 SHEFFIELD SAFETY & LOSS CONTROL LLC										
20073056	25000655	12/31/2025			22,000.00		12/31/2025	INV	APP	PSA fo
CHECK DATE:										
20073057	25000655	12/31/2025			6,175.00		12/31/2025	INV	APP	PSA fo
CHECK DATE:										
					28,175.00					
16931 SHEFFIELD SUPPLY & EQUIPMENT										
24847		12/31/2025			1,175.00		12/31/2025	INV	APP	WORK T
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
25234		02/03/2026			625.00		02/03/2026	INV	APP	PARTS
CHECK DATE:										
25255		02/03/2026			170.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
					1,970.00					
2389 SHERWIN-WILLIAMS										
42150108670126		02/03/2026			44.90		02/03/2026	INV	APP	PAINT
CHECK DATE:										
2392 SHOREWOOD HOME & AUTO										
01-499465		02/03/2026			435.01		02/03/2026	INV	APP	PARTS
CHECK DATE:										
01-500308		02/03/2026			80.53		02/03/2026	INV	APP	REPAIR
CHECK DATE:										
					515.54					
19108 SIGN SOLUTIONS USA										
420457		12/31/2025			274.86		12/31/2025	INV	APP	SUPPLI
CHECK DATE:										
420571		12/31/2025			422.20		12/31/2025	INV	APP	SUPPLI
CHECK DATE:										
					697.06					
2441 SOUTH SUBURBAN WATER ASSOC										
2026 DUES		02/03/2026			270.00		02/03/2026	INV	APP	MEMBER
CHECK DATE:										
5938 STANARD & ASSOCIATES INC										
SA000063421		12/31/2025			11,379.10		12/31/2025	INV	APP	ELIGIB
CHECK DATE:										
SA000063422		12/31/2025			445.00		12/31/2025	INV	APP	REPORT
CHECK DATE:										
					11,824.10					
2472 STANDARD EQUIPMENT CO INC										
S02084		12/31/2025			8,108.32		12/31/2025	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
17176 STANTEC CONSULTING SERVICES INC										
2502150	25000336	12/31/2025			291,070.38		12/31/2025	INV	APP	Altern
CHECK DATE:										
2504235	25000336	12/31/2025			1,097,760.79		12/31/2025	INV	APP	Altern
CHECK DATE:										
					1,388,831.17					
18935 STAPLES CONTRACT & COMMERCIAL LLC										
6039365059		12/31/2025			37.94		12/31/2025	INV	APP	OFFICE
CHECK DATE:										
6052677835		02/03/2026			1,399.60		02/03/2026	INV	APP	PAPER
CHECK DATE:										
					1,437.54					
9672 STATE TREASURER-IDOT										
127128	26000007	02/03/2026			12,880.00		02/03/2026	INV	APP	I-80 C
CHECK DATE:										
11894 STERICYCLE INC										
8013164917		02/03/2026			938.07		02/03/2026	INV	APP	BIO-HA
CHECK DATE:										
12400 STIP BROS EXCAVATING INC										
48998	25000701	12/31/2025			98,280.00		12/31/2025	INV	APP	Wesmer
CHECK DATE:										
2523 STRAND ASSOC INC										
0234181	25000358	12/31/2025			1,300.99		12/31/2025	INV	APP	CSO LT
CHECK DATE:										
0234182	25000546	12/31/2025			305,939.86		12/31/2025	INV	APP	PSA WW
CHECK DATE:										
0234666	26000036	02/03/2026			7,251.38		02/03/2026	INV	APP	ESTP -
CHECK DATE:										
					314,492.23					
11947 STRYKER EMS EQUIPMENT-										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
9211280534		02/03/2026			866.10		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
9211281261		02/03/2026			152.25		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
					1,018.35					
9857 SUNBELT PUMP & POWER RENTALS										
171580137-0002		12/31/2025			1,195.00		12/31/2025	INV	APP	RENTAL
CHECK DATE:										
171580137-0003		12/31/2025			1,195.00		12/31/2025	INV	APP	RENTAL
CHECK DATE:										
178667579-0001		02/03/2026			310.00		02/03/2026	INV	APP	SERVIC
CHECK DATE:										
178720589-0002		02/03/2026			310.00		02/03/2026	INV	APP	SERVIC
CHECK DATE:										
					3,010.00					
13612 SWAN ANALYTICAL USA										
13136917		02/03/2026			4,021.40		02/03/2026	INV	APP	PARTS
CHECK DATE:										
18696 THE CONCORD CONSULTING GROUP OF ILLINOIS										
2025C800/02		12/31/2025			8,900.00		12/31/2025	INV	APP	SERVIC
CHECK DATE:										
19114 THOELE, BRETT										
12/16/2025		12/31/2025			630.00		12/31/2025	INV	APP	SET DE
CHECK DATE:										
12548 THOMSON WEST										
853098255		02/03/2026			196.00		02/03/2026	INV	APP	BULLET
CHECK DATE:										
18842 THREE RIVERS TRANSPORT LLC										
1082		12/31/2025			500.00		12/31/2025	INV	APP	SAMPLE
CHECK DATE:										
1083		12/31/2025			500.00		12/31/2025	INV	APP	SAMPLE
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1084		12/31/2025			500.00		12/31/2025	INV	APP	SAMPLE
CHECK DATE:										
					1,500.00					
9199 TRI-K SUPPLIES INC										
127976		02/03/2026			486.68		02/03/2026	INV	APP	JANITO
CHECK DATE:										
17646 TRICO MECHANICAL INC										
16130		12/31/2025			1,240.00		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
16131		12/31/2025			775.00		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
16132		12/31/2025			2,960.69		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
16133		12/31/2025			1,548.67		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
16144		12/31/2025			1,085.00		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
16161		12/31/2025			642.58		12/31/2025	INV	APP	REPAIR
CHECK DATE:										
					8,251.94					
16784 TROTTER AND ASSOCIATES INC										
25-25768	25000334	12/31/2025			22,168.50		12/31/2025	INV	APP	Lois P
CHECK DATE:										
18351 TWIG TECHNOLOGIES										
2300	25001036	12/31/2025			36,002.75		12/31/2025	INV	APP	PSA fo
CHECK DATE:										
12259 ULINE INC										
202425731		02/03/2026			1,260.08		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
202744684		02/03/2026			1,086.01		02/03/2026	INV	APP	ENTRY
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					2,346.09					
2718 UNDERGROUND PIPE & VALVE										
078012		02/03/2026			779.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
078117		02/03/2026			345.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
078138		02/03/2026			840.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
078180		02/03/2026			5,863.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
078210		02/03/2026			2,940.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
078216		02/03/2026			292.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
078226		02/03/2026			835.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
078251		02/03/2026			244.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
					12,138.00					
2727 UNITED LAB INC										
INV452169		02/03/2026			1,319.78		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
INV452389		02/03/2026			1,481.22		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
					2,801.00					
13844 UNIVAR SOLUTIONS USA LLC										
53586053	26000048	02/03/2026			890.48		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53586055	26000048	02/03/2026			476.63		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53586057	26000048	02/03/2026			369.68		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53586059	26000048	02/03/2026			1,267.13		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53586061	26000048	02/03/2026			590.55		02/03/2026	INV	APP	2025 D

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
53586062	26000048	02/03/2026			495.22		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53590033	26000048	02/03/2026			892.80		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53590035	26000048	02/03/2026			1,560.08		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53590036	26000048	02/03/2026			671.93		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53603808	26000048	02/03/2026			843.98		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53603810	26000048	02/03/2026			1,346.18		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53603811	26000048	02/03/2026			88.35		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53603812	26000048	02/03/2026			455.70		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53603813	26000048	02/03/2026			504.53		02/03/2026	INV	APP	2025 D
CHECK DATE:										
53614565	26000048	02/03/2026			344.10		02/03/2026	INV	APP	2025 D
CHECK DATE:										
					10,797.34					
4113 UNIVERSITY OF ILL-GAR										
UPI13252		12/31/2025			24,531.00		12/31/2025	INV	APP	POLICE
CHECK DATE:										
18272 HD SUPPLY INC										
INV00925190		02/03/2026			38.85		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
INV00925837		02/03/2026			150.00		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
INV00926483		02/03/2026			1,904.51		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
INV00933697		02/03/2026			90.37		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					2,183.73					
18454 USALCO LLC										
910209242	26000056	02/03/2026			4,757.77		02/03/2026	INV	APP	2025 A
CHECK DATE:										
910210076	26000056	02/03/2026			4,769.36		02/03/2026	INV	APP	2025 A
CHECK DATE:										
910210589	26000056	02/03/2026			4,796.57		02/03/2026	INV	APP	2025 A
CHECK DATE:										
910210787	26000056	02/03/2026			4,767.03		02/03/2026	INV	APP	2025 A
CHECK DATE:										
					19,090.73					
15069 V3 COMPANIES										
11025314	25000387	12/31/2025			16,642.65		12/31/2025	INV	APP	IDOT-
CHECK DATE:										
2763 VARDAL SURVEYING SYSTEMS										
93327		02/03/2026			1,171.52		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
18225 VERIZON COMMUNICATIONS INC										
344000075201		12/31/2025			1,781.78		12/31/2025	INV	APP	SERVIC
CHECK DATE:										
8769 VERIZON WIRELESS										
6131841374		12/31/2025			778.02		12/31/2025	INV	APP	WIRELE
CHECK DATE:										
19109 VISION SIGN & DESIGN LLC										
26-803		02/03/2026			570.00		02/03/2026	INV	APP	SIGNS
CHECK DATE:										
18423 VOIANCE LANGUAGE SERVICES LLC										
SUMINV 0875321225		12/31/2025			134.40		12/31/2025	INV	APP	JPD IN
CHECK DATE:										
2797 W S DARLEY & CO INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
17575734		02/03/2026			305.45		02/03/2026	INV	APP	DIVE V
CHECK DATE:										
17575735		02/03/2026			305.45		02/03/2026	INV	APP	DIVE V
CHECK DATE:										
					610.90					
10509 WAREHOUSE DIRECT INC										
6069646-0		02/03/2026			10.89		02/03/2026	INV	APP	OFFICE
CHECK DATE:										
6075714-0		02/03/2026			12.15		02/03/2026	INV	APP	OFFICE
CHECK DATE:										
					23.04					
14009 WHITE CAP LP										
10022932341		02/03/2026			55.17		02/03/2026	INV	APP	TOOLS
CHECK DATE:										
10023004311		02/03/2026			472.08		02/03/2026	INV	APP	SUPPLI
CHECK DATE:										
					527.25					
11022 WILL COUNTY DEPARTMENT OF HIGHWAYS										
01/09/2026		12/31/2025			341.10		12/31/2025	INV	APP	TRAFFI
CHECK DATE:										
2978 WORK ZONE SAFETY INC										
69172		12/31/2025			3,600.00		12/31/2025	INV	APP	SERVIC
CHECK DATE:										
10750 WUNDERLICH-MALEC ENVIRONMENTAL										
28766	26000018	02/03/2026			1,298.80		02/03/2026	INV	APP	PSA fo
CHECK DATE:										
18888 ZOHO CORPORATION										
50101515670		02/03/2026			903.00		02/03/2026	INV	APP	LICENS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
		469 INVOICES			10,511,734.27					

** END OF REPORT - Generated by John Bolek **

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:
Type: Consent Agenda
Status: Agenda Ready
In Control: City Council Meeting
File Created: 01/21/2026
Department: Finance
Final Action:
Title:
Agenda Date: 02/03/2026
Attachments: 03.03.26 Invoices.pdf
Entered by: rgatson@joliet.gov

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 87-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Award of Contract for Overhead Door Repair at the 9 Osgood Street Facility to Wunderlich Doors in the Amount of $51,735.00

BACKGROUND:
An agreement to lease the property at 9 Osgood Street was approved at the August 5, 2025 City Council Meeting. One (1) of the 40' stainless steel overhead doors at the facility is in need repair.

The Public Service Committee will review this matter.

CONCLUSION:
Wunderlich Doors has previously reviewed the damage and completed partial disassembly and repairs to the door. Wunderlich Doors is a local supplier that has a long-standing relationship completing repairs of a similar nature for the City.

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 of these circumstances apply:

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

(g) Purchases of professional services.

Sufficient funding exists in the Capital Improvements Fund / Fleet Services (Org 30090160, Object 557300, $51,735.00) for this project in 2026.

RECOMMENDATION:
Based upon the above, it is recommended that the Mayor and City Council approve the following:

1. Award of contract for overhead door repair at 9 Osgood Street to Wunderlich Doors in the amount of $51,735.00.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 87-26

File ID: 87-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/20/2026

Department: Public Works **Final Action:**

Title: Award of Contract for Overhead Door Repair at the 9 Osgood Street Facility to Wunderlich Doors in the Amount of $51,735.00

Agenda Date: 02/03/2026

Entered by: jsprice@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Greg Ruddy	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 88-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: William Evans, Chief of Police

SUBJECT:
Approval of Purchase and Upfit of One New Vehicle for the Investigations Division Asset Forfeiture Detective not to exceed $65,000

BACKGROUND:
The Investigations Division Asset Forfeiture Detective is currently utilizing a vehicle that is eligible to be cycled within the Investigations Division. Upon replacement, the existing vehicle would be repurposed into another appropriate role within the Division.

CONCLUSION:
The new vehicle would be purchased locally from dealer stock following normal purchasing procedures. A non-descript SUV can be obtained and upfitted internally through normal Fleet purchasing procedures. The price of the unit plus upfit is expected not to exceed $65,000.00.

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

1. (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the mayor and city council

Sufficient funds are available in the 2024 Police Special Revenue Fund (Org Code 22160020; Object Code 557500; Project code ART36 - ARTICLE 36 Seizures).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the purchase and upfit of one new vehicle for the Investigations Division Asset Forfeiture Detective not to exceed $65,000.00.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 88-26

File ID: 88-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/20/2026

Department: **Final Action:**

Title: Approval of Purchase and Upfit of One New Vehicle for the Investigations Division Asset Forfeiture Detective not to exceed $65,000

Agenda Date: 02/03/2026

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/26/2026	William Evans	Approve	1/26/2026
1	2	1/26/2026	Kevin Sing	Approve	1/28/2026
1	3	1/27/2026	Todd Lenzie	Approve	1/28/2026
1	4	1/30/2026	Beth Beatty	Approve	1/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 89-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Approval of Purchase of Two (2) Heavy-Duty Dump Bodies from Henderson Products Inc. in the Amount of $120,463.18

BACKGROUND:
As part of the ongoing Citywide vehicle replacement plan, the Department of Public Utilities has budgeted to obtain two (2) full size dump trucks in 2026.

Chassis for these two (2) vehicles are expected to be delivered in mid-2026. Long lead times for the dump bodies are expected into the 2027 calendar year. An opportunity exists to obtain two (2) dump bodies in the 3rd quarter of 2026 through the City's current supplier who offers consortium pricing. Prior purchases with this supplier have been of high quality and delivered in a timely manner. To obtain the preferred build slot and realize consortium pricing savings on these two dump bodies, the purchase will need to be completed at this time.

The Public Service Committee will review this matter.

CONCLUSION:
The two (2) dump bodies were quoted via NPP / Government Consortium pricing and if purchased now, will be completed and available for delivery prior to the end of 2026. Other sources indicate 2027 delivery at best and have quoted higher pricing. Additionally, a 3.5% cost savings can be realized by paying for the units prior to receiving them as shown below:

- **$120,463.18 - NPP / Government Pricing with pre-payment discount of 3.5%**
  - $62,093.88 - 3.5% + $311 freight per unit
- $124,187.76 - NPP / Government Pricing
  - $62,093.88 + $311 freight per unit
- $147,246.72 - Cost without NPP or discounts
  - $73,312.36 + $311 freight per unit

Sufficient funds for this purchase exist utilizing the 2026 Utilities Water Distribution Capital Improvements Fund, (Org 50180012, Object 557500, $120,463.18).

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. One (1) of these circumstances apply:

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

RECOMMENDATION:
Based upon the above, it is recommended that the Mayor and City Council approve the following:

1. Purchase of two (2) Heavy-Duty Dump Bodies from Henderson Products Inc., in the amount of $120,463.18.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 89-26

File ID: 89-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/20/2026

Department: Public Works **Final Action:**

Title: Approval of Purchase of Two (2) Heavy-Duty Dump Bodies from Henderson Products Inc. in the Amount of $120,463.18

Agenda Date: 02/03/2026

Entered by: jsprice@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Greg Ruddy	Approve	1/27/2026
1	2	1/23/2026	Allison Swisher	Approve	1/27/2026
1	3	1/23/2026	Kevin Sing	Approve	1/27/2026
1	4	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	5	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 90-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Approval of Purchase of Six (6) Peterbilt Chassis from JX Truck Center in the Amount of $805,748.92

BACKGROUND:
The 2026 vehicle replacement budget includes six (6) large dump trucks.

In addition to the bodies, chassis are needed to complete the build. All units are expected to be available within calendar year 2026.

The Public Service Committee will review this matter.

CONCLUSION:
These units are eligible for Sourcewell pricing and are available for delivery by mid-year. Peterbilt, Navistar, and Freightliner dealers provided bids for their 2026 models, with Peterbilt being the low bidder. Additionally, Peterbilt does not charge additional tariff fees compared to other providers.

- $530,258.96 - 4 Peterbilt Single Axle 548 Plow Package Chassis (Roadways)
  - $132,564.74 X 4 units (includes delivery fees)
- $275,489.96 - 2 Peterbilt Dual Axle Aero Dump Package Chassis (Utilities)
  - $137,744.98 X 2 units (includes delivery fees)

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. One of these circumstances apply:

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

Sufficient funds are available within the 2026 Vehicle Replacement Fund (Org 30190000, Object 557500, $530,258.96) and 2026 Utilities Water Distribution Capital Improvements Fund (Org 50180012, Object 557500, $274,489.96).

RECOMMENDATION:
Based upon the above, it is recommended that the Mayor and City Council approve the following:

1. Purchase of six (6) Peterbilt chassis from JX Truck Center for $805,748.92.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 90-26

File ID: 90-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/20/2026

Department: Public Works **Final Action:**

Title: Approval of Purchase of Six (6) Peterbilt Chassis from JX Truck Center in the Amount of $805,748.92

Agenda Date: 02/03/2026

Entered by: jsprice@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Greg Ruddy	Approve	1/27/2026
1	2	1/23/2026	Allison Swisher	Approve	1/27/2026
1	3	1/23/2026	Kevin Sing	Approve	1/27/2026
1	4	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	5	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 91-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Approval of Change Order No. 1 for the 2024 Electrical Maintenance Assistance Contract on behalf of Meade Electric Co. Inc., in the Amount of $75,000.00 and Payment Request No. 6 in the Amount of $72,206.84

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

The Public Service Committee will review this matter.

CONCLUSION:
Change Order No. 1, a net addition in the amount of $75,000.00, is the result of installing video detection equipment at twelve signalized intersections where the existing traffic detector loops were impacted by watermain projects.

Sufficient funds exist for Change Order No. 1 utilizing the PW General Fund Electrical - Supplies / Equipment Parts (Org 09028000, Object 536104, $75,000.00).

Also, please process Payment Request No. 6, on behalf of Meade Electric Co. Inc., in the amount of $72,206.84.

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

1. Approve Change Order No. 1, a net addition in the amount of $75,000.00, to the 2024 Electrical Maintenance Assistance Contract.

2. Approve Payment Request No. 6, in the amount of $72,206.84, on behalf of Meade Electric Co. Inc.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 91-26

File ID: 91-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/20/2026

Department: Public Works **Final Action:**

Title: Approval of Change Order No. 1 for the 2024 Electrical Maintenance Assistance Contract on behalf of Meade Electric Co. Inc., in the Amount of $75,000.00 and Payment Request No. 6 in the Amount of $72,206.84

Agenda Date: 02/03/2026

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Greg Ruddy	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 92-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract for the Eastside Wastewater Treatment Plant Influent Pump N2 Emergency Repairs to Xylem Water Solutions USA Inc. in the Amount of $34,044.18

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

The Public Service Committee will review this matter.

CONCLUSION:
Xylem Water Solutions USA Inc., the pump manufacturer, was called to evaluate the cause of the failure. After inspecting the pump, it was determined the pump needed to be disassembled for further inspection. Once disassembled it was discovered the lower bearing was worn causing the failure. Xylem Water Solutions USA Inc. submitted a price, in the amount of $34,044.18, to perform the labor and provide the material to rewind the motor and install new bearings and seals. For comparison, the cost of a new pump would exceed $150,000.00.

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

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

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

Funds will be charged to the Water and Sewer Operating Fund / Eastside WWTP / Repairs and Maintenance (Org 50080802, Object 524300, $34,044.18).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award a contract for the Eastside Wastewater Treatment Plant Influent Pump N2 Emergency Repairs, in the amount of $34,044.18, to Xylem Water Solutions USA Inc.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 92-26

File ID: 92-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: Public Utilities **Final Action:**

Title: Award of Contract for the Eastside Wastewater Treatment Plant Influent Pump N2 Emergency Repairs to Xylem Water Solutions USA Inc. in the Amount of $34,044.18

Agenda Date: 02/03/2026

Entered by: agrooms@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Allison Swisher	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 93-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Purchase of Water Metering Equipment from Core & Main LP for the Not-to-Exceed Amount of $350,000.00

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

The Public Service Committee will review this matter.

CONCLUSION:
Core & Main LP has provided their pricing sheet for the water meters and water meter appurtenances they provide. The Public Utilities Department will order materials from Core & Main LP on an as needed basis.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars ($25,000.00) may be awarded without written specifications or bidding under certain circumstances. Three (3) of these circumstances apply:

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

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

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

This purchase will be charged to the Water & Sewer Improvement Fund / Meters / Equipment (Org 50180320, Object 557500, $350,000.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council authorize the purchase of

water metering equipment from Core & Main LP in the not-to-exceed amount of $350,000.00.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 93-26

File ID: 93-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: Public Utilities **Final Action:**

Title: Approval of Purchase of Water Metering Equipment from Core & Main LP for the Not-to-Exceed Amount of $350,000.00

Agenda Date: 02/03/2026

Entered by: jmarino@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Allison Swisher	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 94-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Purchase of Replacement Sluice Gates for the Eastside Wastewater Treatment Plant from LAI & Associates Inc. in the Amount of $43,468.00

BACKGROUND:
The Eastside Wastewater Treatment Plant utilizes three Rodney Hunt sluice gates to isolate flow to final clarifiers No. 4-6. The gates originally installed in 1988 no longer seal and need to be replaced to ensure tank isolation.

The Public Service Committee will review this matter.

CONCLUSION:
After inspecting the sluice gates, it was determined that the sealing frames are worn and the most cost-effective repair is to replace the gates. LAI & Associates Inc., the local Rodney Hunt representative, was contacted to submit a price for replacement gates. The cost of the new sluice gates is $43,468.00 and will carry a one-year warranty.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars ($25,000.00) may be awarded without written specifications or bidding under certain circumstances. Three (3) of these circumstances apply:

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

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

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

Sufficient funds exist utilizing the Water & Sewer Improvement Fund / Eastside Wastewater Treatment Plant / Equipment (Org 50180802, Object 557500, $43,468.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the purchase of replacement sluice gates for the Eastside Wastewater Treatment Plant, in the amount of $43,468.00, on behalf of LAI & Associates Inc.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 94-26

File ID: 94-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: Public Utilities **Final Action:**

Title: Approval of Purchase of Replacement Sluice Gates for the Eastside Wastewater Treatment Plant from LAI & Associates Inc. in the Amount of $43,468.00

Agenda Date: 02/03/2026

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Allison Swisher	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 95-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Change Order No. 1 for the Heggie Park Water Main Improvements Project on behalf of P.T. Ferro Construction Co. for Adjustments to Project Completion Dates

BACKGROUND:
On January 21, 2025, the Mayor and City Council awarded a Contract for the Heggie Park Water Main Improvements Project, in the amount of $7,895,977.38, on behalf of P.T. Ferro Construction Co., based on the Unit Prices provided in their bid.

The Public Service Committee will review this matter.

CONCLUSION:
Change Order No. 1 is to provide a time extension for substantial and final completion dates due to weather delays, delays in obtaining a railroad permit, and unforeseen conditions. There is no cost incurred with this change order. The original substantial completion date was October 28, 2025, and the final completion date was November 27, 2025. The new substantial completion date is April 1, 2026, and the final completion date is May 1, 2026.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 1 to the contract for the Heggie Park Water Main Improvements Project for adjustments to project completion dates, on behalf of P.T. Ferro Construction Co.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 95-26

File ID: 95-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: Public Utilities **Final Action:**

Title: Approval of Change Order No. 1 for the Heggie Park Water Main Improvements Project on behalf of P.T. Ferro Construction Co. for Adjustments to Project Completion Dates

Agenda Date: 02/03/2026

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Allison Swisher	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 96-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Change Order No. 1 for the Twin Oaks Phase 1 Water Main Improvements Project to M&J Underground Inc. for a Decreased Amount of ($138,007.89) and Pay Estimate No. 5 and Final in the Amount of $508,410.55

BACKGROUND:
On January 21, 2025, the Mayor and City Council awarded a Contract for the Twin Oaks Phase 1 Water Main Improvements Project, in the amount of $1,968,957.82, on behalf of M&J Underground Inc., based on the Unit Prices provided in their bid.

The Public Service Committee will review this matter.

CONCLUSION:
This project has been completed, inspected, and accepted by the Department of Public Utilities. Change Order No. 1 is a final balancing change order with a net decrease in the amount of ($138,007.89) for the following work:

- Balancing of final quantities
- Deduction for unused quantities
- Additional Water Main (Open Cut), 8-Inch
- Additional Connect to Water Main (Non-Pressure), 6-Inch
- Additional Water Service Connection to Water Main and Curb Stop, 2-Inch
- Additional Water Service Line Type K - Open Cut, 2-Inch
- Additional Utility Location - Private Property
- Additional PCC Sidewalk Removal and Replacement
- Additional Pavement Marking - Line, 6-Inch (Thermoplastic)
- Additional Pavement Marking - Line, 12-Inch (Thermoplastic)
- Additional Granular Trench Backfill
- Additional Gate Valve, 8-Inch
- Additional Valve Box
- Additional Restoration of Lawns and Parkways
- Additional Concrete Curb and Gutter Removal and Replacement
- Additional PCC Sidewalk Removal and Replacement
- Additional Pavement Marking - Line, 4-Inch (Thermoplastic)
- Cut in 6" fire line at La Mex

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- Repair water main break at Essington & Twin Oaks
- Extra work due to existing utilities on Robert Court
- Extra work due to routing of main between Robert Ct & Heritage on 7/8/25
- Extra work due to routing of main between Robert Ct & Heritage on 7/14/25
- Replace Fencing at 3001 Heritage
- Additional Restoration between Robert Ct & Heritage

Funds will be credited to the Water Main Replacement Fund (Org 53880000, Object 557200, ($138,007.89)).

A time extension of 166 days due to delays in obtaining a Com Ed permit is also included with this change order.

Also, Pay Estimate No. 5 and Final is provided for approval, in the amount of $508,410.55, on behalf of M&J Underground Inc.

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

1. Approve Change Order No.1, for a decreased amount of ($138,007.89), to the contract for the Twin Oaks Phase 1 Water Main Improvements Project.

2. Approve Pay Estimate No. 5 and Final, in the amount of $508,410.55, on behalf of M&J Underground Inc.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 96-26

File ID: 96-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: Public Utilities **Final Action:**

Title: Approval of Change Order No. 1 for the Twin Oaks Phase 1 Water Main Improvements Project to M&J Underground Inc. for a Decreased Amount of ($138,007.89) and Pay Estimate No. 5 and Final in the Amount of $508,410.55

Agenda Date: 02/03/2026

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Allison Swisher	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 97-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Amendment No. 2 to the Professional Services Agreement for Construction Engineering Services for the 2026 Water Main Rehabilitation Program to Baxter & Woodman Inc. in the Amount of $223,400.00

BACKGROUND:
On November 19, 2024, the Mayor and City Council approved a Professional Services Agreement with Baxter & Woodman Inc., in the amount of $866,400.00, for preliminary design of the 2026 Water Main Rehabilitation Program. Subsequently, Amendment No. 1 was approved for detailed design and bidding services in the amount of $1,292,000.00. The water main rehabilitation projects have been bid and are in process of being awarded. Preparation for construction of the projects is underway.

Construction engineering assistance from the design engineer is needed to provide the following services: review of contractor requests for information (RFIs), GIS support, and preparation of record drawings of the completed water main construction work.

The Public Service Committee will review this matter.

CONCLUSION:
Baxter & Woodman Inc. has submitted an amendment to the original engineering services agreement to provide construction engineering support services needed for the 2026 Water Main Rehabilitation Program in the amount of $223,400.00.

Funds will be charged to the Water Main Replacement Fund / Professional Services (Org 53880000, Object 557200, $223,400.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve Amendment No. 2 to the Professional Services Agreement for construction engineering services for the 2026 Water Main Rehabilitation Program, in the amount of $223,400.00, on behalf of Baxter & Woodman Inc.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 97-26

File ID: 97-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: Public Utilities **Final Action:**

Title: Approval of Amendment No. 2 to the Professional Services Agreement for Construction Engineering Services for the 2026 Water Main Rehabilitation Program to Baxter & Woodman Inc. in the Amount of $223,400.00

Agenda Date: 02/03/2026

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Allison Swisher	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

Memo

File #: 98-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: William Evans, Chief of Police

SUBJECT:
Award of Contract for Peregrine Technologies

BACKGROUND:
The Joliet Police Department is seeking to modernize its data infrastructure to better serve the community and optimize daily operations. Currently, the Department relies on several independent systems for critical functions, including records management (Axon and Motorola), 911 dispatch, video evidence, license plate readers, and administrative tools. While these platforms operate effectively on their own, they currently function independently. Integrating these distinct data sources represents a significant opportunity to streamline workflows; rather than navigating multiple separate logins and screens, staff could access comprehensive information through a single interface. This alignment would allow officers and investigators to more rapidly identify connections between suspects, vehicles, and locations, enhancing the thoroughness and speed of investigations.

Additionally, upgrading to an integrated system will advance the Department's analytical capabilities. Moving away from a reliance on periodic third-party reporting, a modern data solution would provide the Department with direct autonomy over its statistics. This shift ensures that leadership has immediate access to real-time or near-real-time data, facilitating more agile, data-driven decision-making and allowing for dynamic resource deployment in response to current trends.

The Public Safety Committee will review this matter.

CONCLUSION:
To achieve these operational improvements, the Department recommends the implementation of Peregrine Technologies. Peregrine functions as a robust integration layer, consolidating our existing systems into a unified interface-often referred to as a "single pane of glass." This capability allows officers, detectives, and analysts to query all Department data simultaneously, significantly reducing research time. This tool will serve as a force multiplier for our Real-Time Crime Center and Investigations Unit, accelerating case development and supporting proactive policing efforts.

Crucially, this technology strengthens Officer Wellness by connecting dispatch data with administrative records. By cross-referencing exposure to critical incidents against sick time usage and disciplinary history, the Department can identify early warning signs of trauma or burnout. This data-driven insight allows leadership to proactively offer support and mental health resources before issues impact an officer's well-being or career.

Furthermore, Peregrine enhances the accessibility and security of our data. The platform provides authorized staff with instant access to up-to-date statistics via computer or smartphone, ensuring leadership has the information needed for timely oversight. All data is managed in a secure cloud environment that meets FBI Criminal Justice Information Services (CJIS) standards. This modern architecture not only strengthens data protection but also provides a resilient off-site backup, ensuring business continuity and safeguarding Department records against local hardware issues.

For 2026, the payment to Peregrine Enterprise will be $199,500 for these contracted services.

Year 2026 payment	$199,500
Year 2027 payment	$205,485
Year 2028 payment	$211,650
Year 2029 payment	$217,990
Year 2030 payment	$224,530

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. Two of these circumstances apply:

1. (a) Purchases when may by practicably made from a single source

2. (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the mayor and city council

Peregrine is a single-source provider of the above-described items.

Sufficient funds are currently allocated for this project in the 2026 budget utilizing the following budget code (Contract Services: Org 06001000, Object 524200).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council authorize the award of contract to Peregrine Technologies in the total amount of $1,059,155 over 5 years for the above-listed system.

Peregrine

PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: Joliet Police Department	**Contact:** Deputy Chief Christopher Botzum
Address: 150 W Washington St, Joliet, IL 60432	**Phone:** 815-724-3044
Quote POC Email: cbotzum@joliet.gov	**Customer Invoice Email:**

Peregrine Services
Effective Date: February 20, 2026
Initial Term: From the Effective Date through February 19, 2031 ("Initial Term").
Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before February 19, 2026. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee annually for the Term as follows: a. $199,500 within 30 days of the Effective Date b. $205,485 within 30 days of February 20, 2027 c. $211,650 within 30 days of February 20, 2028 d. $217,990 within 30 days of February 20, 2029 e. $224,530 within 30 days of February 20, 2030
Users: Customer may allow an unlimited number of employees of the Joliet Police Department to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
Professional Services: The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Motorola P1 RMS (current); Axon Records RMS (future); Motorola P1 CAD; Axon Evidence.com; Flock ALPR; Genetec VMS; Dacra E-ticketing and Citations; Avers Crash Reporting; IA Pro and Blue Team Use of Force; Axon Fleet LPR (in-car); Tyler Tech Payroll. The fee schedule above includes support for up to 100-million annual LPR reads and a 30-day retention of LPR detections. The Customer is responsible for any third-party API or data access fees.

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Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work.

For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the "**Terms and Conditions**," and together with this Order Form, the "**Agreement**"). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine		**Customer**	
By:		By:	
Name:	Robert Wheeler	Name:	
Title:	Head of Commercial Operations	Title:	
Date Signed:		Date Signed:	
		Attest:	
		Name:	

Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form ("**Order Form**") by Peregrine Technologies, Inc. ("**Peregrine**") to the Joliet Police Department ("**Customer**"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"**Aggregated Data**" has the meaning specified in Section 6.1.

"**CJIS Security Policy**" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

"**Client-Side Software**" means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

"**Criminal Justice Information Services Division**" or "**CJIS**" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"**Customer Data**" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

"**Documentation**" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"Personal Information" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

"Professional Services" has the meaning specified in Section 2.2.

"**Service**" means Peregrine's proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"SOW" has the meaning specified in Section 2.2.

"**Third Party Data**" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"**Third Party Products**" means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

"**Users**" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's

use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

2.3. Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's

provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.

2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. Generally. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d)_ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j)

access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. **Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

3.6. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights. The "**Peregrine Technology** "means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "**Peregrine Technology**" does not include Customer Data.

6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion. Customer Data will remain continuously available to Customer during the term of the Agreement through Peregrine's open APIs or the export UI. Exports are available in JSON (via REST), XLSX, CSV, PDF, GeoPDF, GeoJSON, GeoTIFF, KML, and ArcGIS feature or map layers, and visualizations or reports can be scheduled and delivered in PDF, Excel, or PowerPoint. Peregrine may use Customer Data in an aggregated form ('Aggregated Data') only if such data: (i) does not include identifiable investigative content, case details, or CJIS-restricted information; (ii) cannot be reverse engineered to identify the Department, its personnel, or specific incidents; and (iii) is used solely for internal analytics, system performance monitoring, and product improvement purposes.

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.4. Processing of Personal Information. Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <https://peregrine.io/privacy-policy/>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. Sensitive Information; Marking Requirements. To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

7.1. Definition of Confidential Information. The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4. Public Records Acts. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement,

(ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("**Peregrine Indemnified Parties**") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "**Peregrine Claim**"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

9.3. Sole Remedy. **THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.**

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Upon such termination, Peregrine shall refund to Customer a pro-rated amount of any pre-paid fees covering the remainder of the Term after the effective date of termination.

11.3. Termination for Convenience. Customer may terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of thirty (30) days written notice to Peregrine,

specifying the effective date of such termination. Such termination for convenience shall be made in writing by Customer. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.4. Data. Upon Customer's written request made prior to the expiration or termination of this Agreement, Peregrine shall provide Customer with a commercially reasonable opportunity, at no additional charge, to export its Customer Data in a reasonable, industry-standard, non-proprietary format, for up to thirty (30) calendar days after expiration or termination. Upon Customer's written request made prior to expiration or termination, Peregrine shall extend this period once for up to an additional thirty (30) days, for a total of sixty (60) calendar days after expiration or termination. If no written request is made prior to the expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.5. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.4, 11.5, and 12.

12. General Provisions.

12.1. Insurance. Peregrine shall maintain the insurance coverages described on **Appendix A: Insurance**.

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Peregrine shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. Peregrine's Books and Records. To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.6. Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as **Appendix B: Additional Government Terms** and will govern to the extent of any conflict with any other term of this Agreement.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by

confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of Illinois. The state courts located in Will County, IL or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than $100,000.

Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

Appendix B: Additional Government Terms

No additional government terms and conditions.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 98-26

File ID: 98-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/23/2026

Department: **Final Action:**

Title: Award of Contract for Peregrine Technologies

Agenda Date: 02/03/2026

Attachments: Peregrine Contract 2026.docx

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/26/2026	William Evans	Approve	1/27/2026
1	2	1/26/2026	Kevin Sing	Approve	1/28/2026
1	3	1/27/2026	Todd Lenzie	Approve	1/28/2026
1	4	1/30/2026	Beth Beatty	Approve	1/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 99-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Jeff Carey, Chief of Fire

SUBJECT:
Award of Professional Services Agreement for Ambulance Billing Services for the City of Joliet Fire Department 2026-2028 to EMS Management & Consultants (EMSMC) not to exceed $1,000,000.00 for years 2026-2028

BACKGROUND:
The City of Joliet Fire Department utilizes an ambulance billing company. The billing services company oversees all ambulance billing for the Joliet Fire Department. The City of Joliet's policy regarding residents is to take what private insurance, Medicare, Medicaid, or Public Aid will pay, and write off the remaining balances. Since contracting with EMS Management & Consultants (EMSMC), the City has experienced increased ambulance revenues each year thanks to both increases in the amount of ambulance calls, and EMS Management & Consultant's (EMSMC) ability to properly position the city to collect the maximum amount allowable from private insurance payers. The ambulance billing is based on the amount of ambulance billing calls. During our time with EMSMC, customer complaints have been very few, and their staff have been a pleasure to work with. This is a three-year proposal with the option of three one-year extensions.

The Public Safety Committee will review this matter.

CONCLUSION:
On January 15th, 2026, at 10:00a.m., three sealed bids were opened and read out loud for the ambulance billing services contract. The bid summary is as follows:

Vendor Name	Bid Percentage
Digitech	2.95%
EMS Management & Consultants	3.15%
Paramedic Billing Services	3.75%

The low bid for this proposal is Digitech. The Fire Department is currently using EMS Management & Consultants (EMSMC) and is very satisfied with their services. Therefore, the Joliet Fire Department would like to award EMS Management and Consultants the contract.

This graph represents the current 2026 rates.

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Charge Description	HCPCS Code	Current Price
A2 Comprehensive Transport	A0433	$2,942.00
ALS Emergency Transport	A0427	$2,942.00
BLS Emerg Transport	A0429	$2,942.00
Mileage - Ground	A0425	$15.00

Sufficient funds exist utilizing the contractual services fund (Org 07001000, Object 524200).

RECOMMENDATION:
Based on the above, it is recommended the Mayor and City Council approve the award of the Professional Services Agreement to EMS Management & Consultants not to exceed $1,000,000.00 per year for 2026 through 2028.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 99-26

File ID: 99-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/23/2026

Department: **Final Action:**

Title: Award of Professional Services Agreement for Ambulance Billing Services for the City of Joliet Fire Department 2026-2028 to EMS Management & Consultants (EMSMC) not to exceed $1,000,000.00 for years 2026-2028

Agenda Date: 02/03/2026

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Jeff Carey	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 100-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Jeff Carey, Chief of Fire

SUBJECT:
Purchase of Twelve (12) Bullard QXT Pro Thermal Imagers and Twelve (12) Basic Feature Packs for the Joliet Fire Department from Dinges Fire Company in the Amount of $91,140.00

BACKGROUND:
The Joliet Fire Department requires Bullard QXT Pro Thermal Imagers and Basic Feature Packs, which allow the Fire Department to provide critical visibility in smoke-filled environments, assist in locating victims, and help identify hotspots during fire suppression. The existing QXT Pro Thermal Imagers and Basic Feature Packs have reached the end of their service life and can no longer be repaired. Therefore, the Joliet Fire Department will be purchasing twelve (12) Bullard QXT Pro Thermal Imagers and twelve (12) Basic Feature Packs.

The Public Safety Committee will review this matter.

CONCLUSION:
Dinges Fire Company has given a quote for twelve (12) Bullard QXT Pro Thermal Imagers and twelve (12) Basic Feature Packs in the amount of $91,140.00. Dinges Fire Company is the sole authorized distributor for the State of Illinois and is the exclusive Bullard distributor for the City of Joliet.

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

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

Sufficient funds exist for this purchase utilizing ESTB Grant Funds - ESTB Grant Fund (Org 22070020, Object 557500, $91,140.00).

RECOMMENDATION:
Based on the above, it is recommended the Mayor and City Council authorize the purchase of twelve (12) Bullard QXT Pro Thermal Imagers and twelve (12) Basic Feature Packs in the amount of $91,140.00 from Dinges Fire Company.

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Dinges Fire Company

243 E Main St.
Amboy, IL 61310

Phone: 815.857.2000

www.DingesFire.com

Bill To:

Joliet Fire Department (Joliet,IL)
C\O: Operations Chief James Batusich
101 East Clinton St
Joliet, IL 60432

Ship To:

Operations Chief James Bautisch
101 East Clinton Street
Joliet, IL 60432

Quantity	Item	Description	Price	Total
12	Bullard-QXTPROBUNDLE	Bullard QXT Pro Thermal Imager Includes: Truck Charger USB Cord Charger Internal Lithium-Ion Battery Retractable Lanyard Image Contrast Enhancement 2.0 Software 640 x 480 Resolution 60 Hertz Refresh Rate Super Red Hot Colorization Temperature Measurement 5 Year Warranty on Imager 5 Year Warranty on Battery	$6,995.00	$83,940.00
12	Bullard-XTFEATURESBASIC	Optional Feature Pack Basic Includes: Thermal Throttle (Blue Colorization, Investigative Tool) Hot Area Detection Cold Area Detection Zoom	$600.00	$7,200.00

* Sales tax will be applied to customers who have not provided a tax exempt certificate.

* Quote Created on 01/08/2026. Pricing valid until 02/09/2026, unless noted otherwise.

* Financing options may be available. Please contact your sales rep for more information and a payment estimate.

Sub Total	$91,140.00
Shipping	FREE
Total	$91,140.00

This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales represenatitve with any questions or requests.

Some products may not be able to be cancelled after an order is approved if is a built to spec or custom item. Restocking fees may apply if custom products are cancelled after order and before delivery.

Copyright 2026 Dinges Partner Group, LLC

1/7/2026

To Whom It May Concern,

According to the Distributor Agreement Contract between Bullard and Dinges Fire Company, Dinges Fire Company is the sole authorized Bullard distributor for the state of Illinois.

Therefore, Dinges Fire Company is the exclusive Bullard distributor for the City of Joliet.

Kind Regards,

Chris Fallon

Chris Fallon
Regional Sales Manager
Bullard | 1898 Safety Way | Cynthiana, KY 41031
Mobile: (312) 550-4823
Customer Service: 877 – BULLARD (285-5273)
Chris_fallon@bullard.com
www.bullard.com

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 100-26

File ID: 100-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/23/2026

Department: **Final Action:**

Title: Purchase of Twelve (12) Bullard QXT Pro Thermal Imagers and Twelve (12) Basic Feature Packs for the Joliet Fire Department from Dinges Fire Company in the Amount of $91,140.00

Agenda Date: 02/03/2026

Attachments: Joliet - Bullard QXT Pro SPQ.pdf, Bullard Sole Source Letter.pdf

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/26/2026	Jeff Carey	Approve	1/28/2026
1	2	1/26/2026	Kevin Sing	Approve	1/28/2026
1	3	1/27/2026	Todd Lenzie	Approve	1/28/2026
1	4	1/30/2026	Beth Beatty	Approve	1/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 102-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract No. 2930-0126 for the Glenwood & West Acres Water Main Improvements Project to Austin Tyler Construction Inc. in the Amount of $6,577,723.51

BACKGROUND:
On January 5, 2021, the Mayor and City Council approved Resolution No. 7613, committing to water conservation through the reduction of non-revenue water in order to comply with the allocation requirements of the Level of Lake Michigan Act, 615 ILCS 50, and the corresponding State regulations. A condition of the City's Lake Michigan water allocation permit is completion of the City's Non-Revenue Water Reduction Plan. A major component of this Plan is water main replacement. The water main replacement program, estimated at approximately 3% per year, must be sufficient to achieve the reduction of non-revenue water from the City's water system to not more than 10 percent by the year 2030.

The 2026 Water Main Replacement Program consists of 12 contracts to replace a total of approximately 20 miles of water main, at a cost of approximately $65,760,000.00. The Glenwood & West Acres Water Main Improvements Project was identified to be completed as part of the 2026 program. This project consists of replacing approximately 9,400 linear feet of water main in various sizes on Border Dr (West Acres Rd to Glenwood Ave); West Acres Rd (Border Dr to Larkin Ave); Glenwood Ave (St Joe's Hospital to Larkin Ave); Oneida St (Hammes Ave to Larkin Ave); Hammes Ave (Glenwood Ave to Oneida St) and abandonment of rear yard water main. Attached to this memo is an exhibit showing the project location.

Design drawings and bidding documents were prepared and the invitation to bid for the project was advertised in the Joliet Herald-News on Friday, December 12, 2025.

The Public Service Committee will review this matter.

CONCLUSION:
On Tuesday, January 13, 2026, at 10:00 a.m., four (4) sealed bids were received for the Glenwood & West Acres Water Main Improvements Project. The bid summary is as follows:

CONTRACTOR	BID AMOUNT
Austin Tyler Construction Inc., Elwood, IL	$6,577,723.51
D Construction Inc., Coal City, IL	$6,970,095.60
P.T. Ferro Construction Co., Joliet, IL	$7,097,903.61

Len Cox & Sons Excavating, Crest Hill, IL	$8,080,452.02
Engineer's Estimate	$7,500,000.00

The low bid from Austin Tyler Construction Inc., in the amount of $6,577,723.51, is 12.30% below the engineer's estimate. Austin Tyler Construction Inc. has previously completed similar work for the City and completed this work to the City's satisfaction.

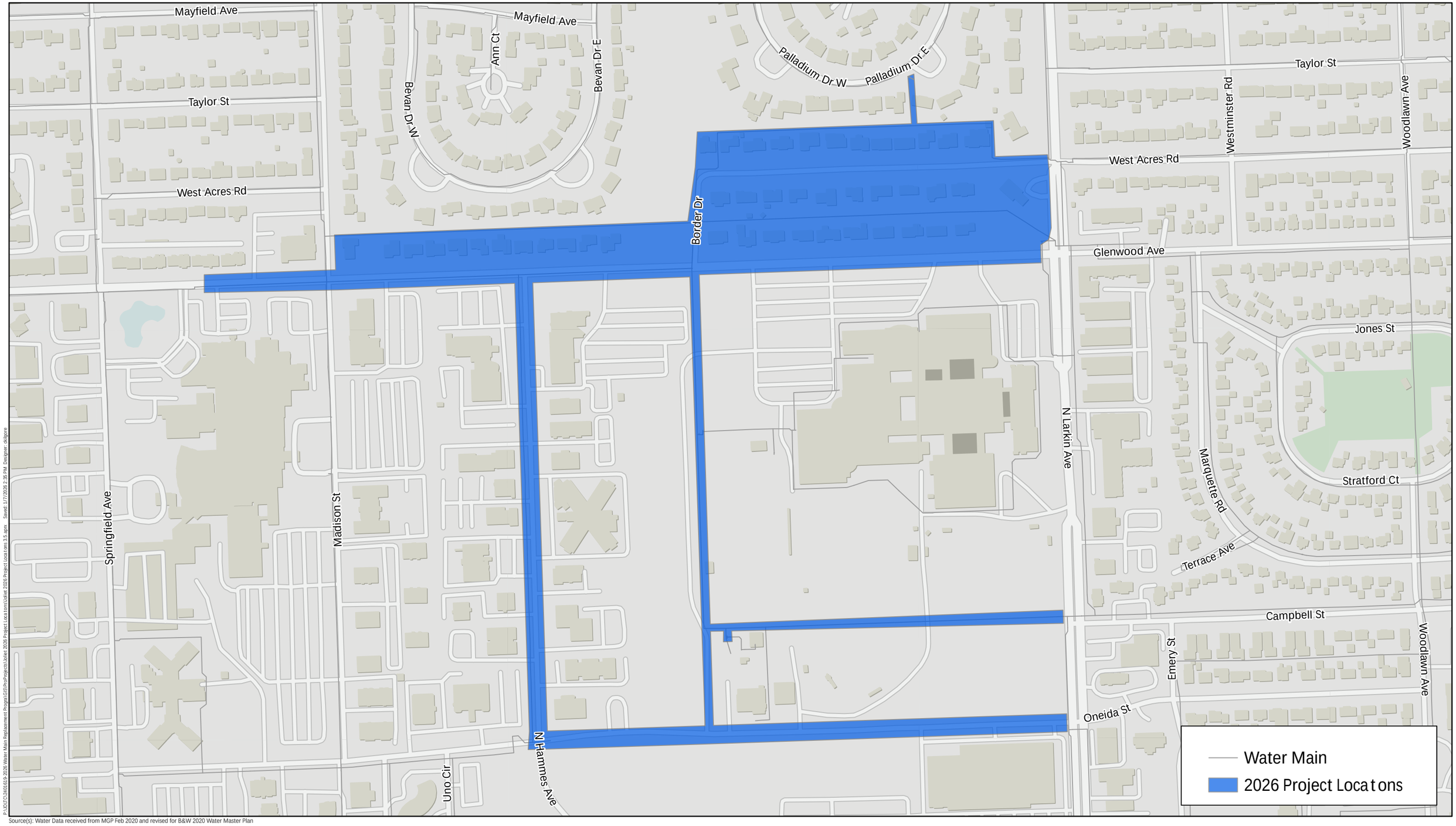
Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, $6,577,723.51).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award Contract No. 2930-0126 for the Glenwood & West Acres Water Main Improvements Project, in the amount of $6,577,723.51, on behalf of Austin Tyler Construction Inc.

2026 WATER MAIN IMPROVEMENT AREAS

GLENWOOD AND WEST ACRES

City of Joliet, Illinois



P:\OJT\CJA\0619-2026 Water Main Replacement Program\GIS\ProProjects\Joliet 2026 Project Locations\Joliet 2026 Project Locat ons 3.5.aprx Saved: 1/7/2026 2:35 PM Designer okilgore

Source(s): Water Data received from MGP Feb 2020 and revised for B&W 2020 Water Master Plan

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Not to Scale

BAXTER & WOODMAN Consulting Engineers

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 102-26

File ID: 102-26 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: Public Utilities **Final Action:**

Title: Award of Contract No. 2930-0126 for the Glenwood & West Acres Water Main Improvements Project to Austin Tyler Construction Inc. in the Amount of $6,577,723.51

Agenda Date: 02/03/2026

Attachments: 2026 WM Locations (Glenwood and West Acres)

Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Allison Swisher	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 103-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract No. 2921-0126 for the Larkin (Theodore - Glenwood) Water Main Improvements Project to D Construction Inc. in the Amount of $9,302,064.21

BACKGROUND:
On January 5, 2021, the Mayor and City Council approved Resolution No. 7613, committing to water conservation through the reduction of non-revenue water in order to comply with the allocation requirements of the Level of Lake Michigan Act, 615 ILCS 50, and the corresponding State regulations. A condition of the City's Lake Michigan water allocation permit is completion of the City's Non-Revenue Water Reduction Plan. A major component of this Plan is water main replacement. The water main replacement program, estimated at approximately 3% per year, must be sufficient to achieve the reduction of non-revenue water from the City's water system to not more than 10 percent by the year 2030.

The 2026 Water Main Replacement Program consists of 12 contracts to replace a total of approximately 20 miles of water main, at a cost of approximately $65,760,000.00. The Larkin Ave (Theodore St - Glenwood Ave) Water Main Improvements Project was identified to be completed as part of the 2026 program. This project consists of replacing approximately 15,500 linear feet of water main in various sizes on Lois Place (Vernon Ave to Black Rd); Larkin Ave (Theodore St to south of Glenwood Ave); Vernon Ave (Lois Pl to Larkin Ave); Glenwood Ave (Larkin Ave to Woodlawn Ave). Larkin Village & Burton Place apartments water main loop; Asbury Circle Dr and abandonment of side yard main. Sanitary sewer work included in this project includes one point repair. Also included in the scope of work for this project is replacement of any lead water service lines encountered. Attached to this memo is an exhibit showing the project location.

Design drawings and bidding documents were prepared and the invitation to bid for the project was advertised in the Joliet Herald-News on Friday, December 12, 2025.

The Public Service Committee will review this matter.

CONCLUSION:
On Tuesday, January 13, 2026, at 10:30 a.m., three (3) sealed bids were received for the Larkin (Theodore-Glenwood) Water Main Improvements Project. The bid summary is as follows:

CONTRACTOR	BID AMOUNT
D Construction Inc., Coal City, IL	$9,302,064.21

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P.T. Ferro Construction Co., Joliet, IL	$9,952,624.81
Austin Tyler Construction, Inc., Elwood, IL	$11,564,812.67
Engineer's Estimate	$10,850,000.00

The low bid from D Construction Inc., in the amount of $9,302,064.21, is 14.27% below the engineer's estimate. D Construction Inc. has previously completed similar work for the City and completed this work to the City's satisfaction.

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, $9,215,364.21), Lead Water Service Line Replacement Fund (Org 53880000, Object 557200, $50,360.00), and Water & Sewer Improvement Fund / Sanitary Sewer Collection (Org 50180020, Object 557200, Project Code 26003, $36,340.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award Contract No. 2921-0126 for the Larkin (Theodore - Glenwood) Water Main Improvements Project, in the amount of $9,302,064.21, on behalf of D Construction Inc.

2026 WATER MAIN IMPROVEMENT AREAS

LARKIN (THEODORE TO GLENWOOD)

City of Joliet, Illinois

P:\JOLT\C\2401619-2026 Water Main Replacement Progra\GIS\ProProjects\Joliet 2026 Project Locations\Joliet 2026 Project Locations.aprx Saved: 12/2/2024 4:47 PM Designer: ckilgore

Source(s): Water Data and Project Locations received from City Dec 2024.

N

Not to Scale

BAXTER & WOODMAN Consulting Engineers

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 103-26

File ID: 103-26 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: Public Utilities **Final Action:**

Title: Award of Contract No. 2921-0126 for the Larkin (Theodore - Glenwood) Water Main Improvements Project to D Construction Inc. in the Amount of $9,302,064.21

Agenda Date: 02/03/2026

Attachments: 2026 WM Locations (Larkin (Theodore to Glenwood))

Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Allison Swisher	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

Memo

File #: 104-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Professional Services Agreement for Construction Related Engineering Services for the 2026 Water Main Replacement Program and the 2026 Lead Water Service Line Replacement Program to Burns & McDonnell Engineering Company Inc. in the Amount of $4,573,892.88

BACKGROUND:
On January 5, 2021, the Mayor and City Council approved Resolution No. 7613, committing to water conservation through the reduction of non-revenue water in order to comply with the allocation requirements of the Level of Lake Michigan Act, 615 ILCS 50, and the corresponding State regulations. A condition of the City's Lake Michigan water allocation permit is completion of the City's Non-Revenue Water Reduction Plan. A major component of this Plan is water main replacement. The water main replacement, estimated at approximately 3% per year, must be sufficient to achieve the reduction of non-revenue water from the City's water system to not more than 10 percent by the year 2030.

The 2026 Water Main Replacement Program consists of 12 contracts to replace a total of approximately 20 miles of water main, at an estimated cost of $65,760,000.00. The scope of work for these contracts also includes:

1. Lead water service line replacements. Any lead water service lines encountered during water main construction will be replaced and these costs will be charged to the 2026 Lead Water Service Line Replacement Fund for which the City has secured State Revolving Fund financing at 0% interest.
2. Sanitary sewer repairs. Sanitary sewers with known defects will be repaired on the streets where water main work is being completed. The sanitary sewer work will be charged to the Sewer Collection Fund.

The locations of the projects are shown on the attached exhibit. Given the volume of the work to be completed, outside resources are required for construction management.

In the summer of 2023, the City published a Request for Qualifications for water system rehabilitation construction engineering for the 2024 - 2030 water main replacement program. A qualifications-based selection is required to insure reimbursement for engineering fees from potential loan funding. Eleven (11) qualifications were received, three (3) firms were interviewed, and the selection committee identified Burns & McDonnell Engineering Company, Inc. as the most qualified firm to complete the construction engineering services for the program. Burns & McDonnell Engineering

Company, Inc. has successfully completed the construction engineering work for the City's 2024 and 2025 water main replacement programs. They have a team of seasoned resident engineers, inspectors, and construction management professionals which has significant experience in water main construction, lead water service line replacement, constructability reviews, and fulfillment of the requirements for the IEPA state revolving fund loans being utilized for these projects. Burns & McDonnell Engineering Company, Inc. was requested to provide a proposal for construction engineering for the 2026 water main rehabilitation projects.

The Public Service Committee will review this matter.

CONCLUSION:
Burns & McDonnell Engineering Company, Inc. has submitted a proposal to perform construction related services for the 12 water main replacement projects that comprise the 2026 Water Main Replacement Program and the 2026 Lead Service Line Replacement program in the total amount of $4,573,892.88. The estimated value of the total awarded construction projects is approximately $65,760,000 which yields a construction engineering fee of 6.0% of the awarded construction cost. This cost is consistent with the industry average for construction engineering which is generally 6-8%.

The Burns & McDonnell Engineering Company, Inc. proposal includes four different scopes of work:

1. 2026 Water Main Replacement Design Engineering. This scope of work includes managing the construction contracts from council approval to notice of award with deliverables which include issuing the notice of intent to award, preparing contracts, reviewing contract documents, reviewing IEPA funding documentation, and issuing the notice of award.

2. 2026 Water Main Replacement Construction Engineering. This scope of work includes pre-construction meetings, project layout, weekly progress meetings, schedule coordination with contractors, full time field observation, tracking quantities, reviewing pay requests, GIS support, and project closeout.

3. 2026 Lead Water Service Line Replacement Construction Engineering. This scope of work includes managing and overseeing proper procedural workflows of lead service line replacement, documentation of proper workflow of lead service line replacements and completion of project agreement forms with residents, coordination with the City's lab for post replacement water quality sampling, GIS updates and tracking of work in the City's VueWorks asset management system.

4. 2027 Water Main Replacement Design Engineering: This scope of work includes completion of constructability reviews at the 60% design stage for the 11 water main projects being designed by Baxter & Woodman Inc. These reviews will be completed by Burns & McDonnell Engineering Company, Inc. employees who work in the construction division and will identify potential issues that would impact construction feasibility and cost.

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

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

(g) Purchases of professional services.

Funds will be charged to the 2026 Water Main Replacement Fund / Professional Services (Org 53880000, Object 557200, $4,523,892.88), the 2026 Lead Water Service Line Replacement Fund (Org 53880000, Object 557200, $25,000.00) and the 2027 Water Main Replacement Fund / Professional Services (Org 53880000, Object 557200, $25,000.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Professional Services Agreement for construction related engineering services for the 2026 Water Main Replacement Program and the 2026 Lead Water Service Line Replacement Program, in the amount of $4,573,892.88, on behalf of Burns & McDonnell Engineering Company, Inc.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, MADE AS OF THIS ___ day of _____, 2026 by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City"), having its offices at 150 W. Jefferson, Joliet, IL 60432 and Burns & McDonnell Engineering Co., Inc. (hereinafter called the "Consultant"), an entity authorized to do business in the State of Illinois, whose principal address in Illinois is: 200 W. Adams Street, Suite 2700, Chicago, IL 60606, is an AGREEMENT for professional consulting services associated with the Alternative Water Source Program.

This Agreement is Based Upon the Following Recitals:

A. The City has undertaken the Project known as Water Main Replacement Program. The scope of Consultant's services related to the Project is defined in Attachment A. Consultant has received and carefully studied the Project scope and other Project requirements.

B. The City desires, in connection with the Project, to retain Consultant to perform the consulting services ("Services") as described in this Agreement and the attachments referenced in this Agreement.

C. Consultant, who is in the business of supplying information and guidance to others, represents and warrants that: it has the professional qualifications to render such Services; it has adequate resources; and it is financially and legally capable of providing the required Services through personnel qualified to render such Services, in a manner fully responsive to the City's requirements in Attachment A.

D. Consultant further agrees that all work to be performed by the Consultant's employees in fulfillment of this Agreement shall comply with all applicable federal, state, and local laws. Further, all work is to be performed in compliance with all applicable ordinances and regulations of the City unless a specific exemption is provided, in writing, by the City.

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

SECTION 1 – HIRING OF CONSULTANT

1.1 Consultant's Services

1.1.1. The City, by signing this Agreement, retains Consultant, and Consultant agrees to render the Services stipulated in Attachment A Scope of Services and all amendments thereto in accordance with Agreement requirements. Consultant is retained solely for the purposes set forth in the Agreement.

1.1.2. Consultant represents that neither it, nor any person it assigns to the Services, has or will acquire any direct or indirect interest that conflicts in any manner or degree with the rendering of the Services.

1.2 The Agreement

1.2.1. The Agreement, including all attachments, and written Amendments, contains the mutually agreed to and legally enforceable obligations between the City and Consultant with respect to the Project. The Agreement may be modified only as provided herein.

1.2.2. The Agreement supersedes any other prior or current oral or written communications between the City and Consultant with respect to its subject matter. Any statement, representation, promise or inducement not included in the Agreement is null and void and not binding on the City or Consultant.

1.2.3. The City and Consultant acknowledge that the Agreement and the Services provided are not intended to result in a legal benefit or detriment to any third party, nor will they create any relationship between the City and any Subconsultant or any other third party, or between the Consultant and any third party or agent, including the City's Contractor.

1.2.4. Amendments, once approved in writing by the City, modify the Agreement.

1.3 Glossary

1.3.1. The following terms or relative pronouns used in this Agreement have the following intent and meanings, if the context will permit:

Agent – A non-employee of the City, acting on the City's behalf, as set forth in the Agreement's scope of services.

Agreement – The written understanding between the City and Consultant describing the mutual obligations of the City and Consultant, including this City-Consulting Agreement, its attachments and all documents incorporated by reference, the general terms and conditions by which the Services will be provided and all amendments.

Amendment – A written modification to this Agreement approved and signed by the City and Consultant, providing for revisions as to the Services, the general terms and conditions by which the Services will be provided, Compensation and/or Completion Times.

Business Day – Any day except Saturdays, Sundays and holidays observed by the City.

Calculations – All computations having to do with the furnishing and/or performance of the required Services.

City – City of Joliet, an Illinois Municipal Corporation, for whom the services are to be rendered, acting by and through its City Council.

Compensation – The consideration payable by the City to Consultant for the Services, including all Amendments, specified in Attachment B Basis of Compensation.

Completion Time – Periods within which, or dates by which, the Services, in whole or in part, are to be completed.

Consultant – The firm identified as such at the beginning of this Agreement with whom the City has entered into this Agreement for consulting Services.

Contractor – The firm, including its subcontractor(s), that is contracted by the City to undertake the Construction Work, for which Services by the Consultant may be provided, or that otherwise may impact directly or indirectly upon the Services of the Consultant.

CPM Schedule – Work Schedule based on the Critical Path Method (CPM) of scheduling.

Day – Every day on the calendar, Saturdays, Sundays and holidays included.

Deliverable – That work product(s) identified in the Agreement as an item(s) to be created and submitted by Consultant to the City, constituting an instrument of service, and furnished to the City in printed, electronic, photographic or video form, or any combination thereof.

Director – The Director of Public Utilities or Acting Director of Public Utilities of the City.

Hazardous Material – A dangerous toxic, flammable or explosive substance, waste or other material, which is or becomes regulated by any local Public Agency or the State or U.S. Government, as further set forth in paragraph 3.17.

Invoice for Payment – Written and electronic form(s) acceptable to the City and used by Consultant to request partial payments and final payment, together with all supporting information required by the Agreement.

Law, Laws – All Federal, State, City, and local statutes, resolutions, ordinances, orders, codes, rules, and regulations applicable to the Services.

Phase – A division of an engineering project into sequential parts, mainly Study, Preliminary Design, Final Design, Bidding, and Award and Construction.

Project – The Design and Construction, in its entirety or if otherwise applicable to the Agreement, a part of the Construction, for which Service(s) may be provided

Project Calendar – Schedule in Attachment C setting forth the Completion Times and other start and/or completion dates for Services chronologically important to the Project.

Project Representative – A City employee other than the Director serving as owner's representative for the Project, within the limits provided by the Director's contractually assigned authority.

Public Utility – Department of a Public Agency, electric or gas utility, cable TV or telecommunications company or other owner or operator of utilities operated or maintained in, on, under, over or across public right-of-way or public or private easements.

Purchasing Administrator – The duly appointed officer of the City authorized to carry out the functions assigned to him/her for purchasing and contract administration.

Services – Professional consulting services to be provided by Consultant as expressly specified in the Agreement, whether performed directly by Consultant or through Subconsultants, for whom Consultant is responsible.

State – The State of Illinois including any of its departments, agencies or other units or instrumentalities of the State.

Subagreement – An agreement between Consultant and a Subconsultant (or between a Subconsultant and a lower tier Subconsultant) awarding a part of the Services to that Subconsultant (or to that lower tier Subconsultant).

Subconsultant – A firm having a Subagreement for part of the Services with Consultant or another Subconsultant.

Work – The entire construction required by the Contractor's Contract Documents.

1.3.2. Other capitalized terms used in the Agreement or the Agreement Forms, but not defined in this Glossary, have the intent and meanings assigned in the Construction Documents prepared by others.

1.3.3 References to paragraphs in this Agreement include all sub-paragraphs under that paragraph.

SECTION 2 SCOPE OF SERVICES

2.1 General Provisions

2.1.1. Consultant is retained as an independent service provider by the City and is responsible for providing Services specified in the Agreement.

2.1.2. Consultant confirms that it has read and carefully studied the terms and conditions of the Services. Consultant represents to be knowledgeable about the Project locality and Laws and existing and reasonably foreseeable prevailing conditions, to the extent they may impact the timing and performance of the Services.

2.1.3. Consultant is responsible for the performance of the required Services, including but not limited to the preparation and timely submittal of all Deliverables, to the extent that Consultant is in control of information required to complete its Services. It is understood that completion of Consultant's Services is dependent upon the availability and completeness of deliverables and information prepared by Program Team. Deliverables shall be submitted in a format as directed by the Director, consistent with industry and/or professional standards and applicable requirements of the Agreement.

2.1.4. Consultant, at the request of the City, shall attend, make presentations and participate in City meetings and other Project relevant community and public meetings as defined in Attachment A to further the Services. Consultant, if directed by the City and, as otherwise consistent with professional practice, shall provide materials describing the Services they have rendered or shall be rendering, and their current progress, if any, when such material is required or appropriate for such meetings and presentations.

2.2 Scope of Authorized Services

2.2.1. Basic Services are as specified or designated in Attachment A. Basic Services include all conferences, consultations and demonstrations the City considers reasonably necessary for the Services.

2.2.2. Consultant shall obtain the Director's written Notice to Proceed for the Phase before proceeding with Basic Services for that Phase. Nothing in the Agreement shall be construed as obligating the City to proceed with any Phase included as part of the Agreement. The Director shall not approve any payment before the City's authorization to enter into the Agreement with the Consultant.

2.2.3. Supplemental Services are as specified or designated in Attachment A Scope of Services and Attachment B Basis of Compensation and otherwise reasonably inferable from any such expressed services, or otherwise necessary to furnish and/or perform obligations undertaken by Consultant under Basic Services.

2.2.4. Consultant is authorized to proceed with Supplemental Services for a Phase upon receipt of written authorization to proceed with that Phase, unless Attachment A Scope of Services and/or Attachment B Basis of Compensation stipulate that any Supplemental Service be subject to a separate/specific prior authorization to proceed.

2.2.5. If required, Consultant may anticipate reasonably unobstructed access to the Construction site(s) and other field site(s) as necessary to witness and evaluate the Work and activities of the Contractor if part of the Consultant's services, and to confirm any requisite testing and/or inspection of the Work. This requirement however, shall not limit Consultant from other regular and/or periodic site visits to the extent such visits are, in its opinion, reasonably necessary to further Consultant's required Services.

2.3 Standard of Care

2.3.1. Consultant's Services and Deliverables shall conform to the standard of care and practice generally used, accepted and recognized by Consultant's profession for comparable services in Will County, Illinois, as of the time the Services at issue had been provided ("Standard of Care"). This Standard of Care shall apply to all obligations of the Consultant under this Agreement.

2.3.2. Not used.

2.3.3. If any error or omission in the Services resulting from failure by Consultant to conform to the standard of care is discovered by or reported in writing to Consultant during performance of or within one (1) year after completion of the Services, City may order Consultant to take prompt corrective action, without additional compensation. Failure to correct will be cause for City to terminate the Agreement. This requirement for Consultant errors or omissions will not limit the generality or application of any other provision contained in the Agreement.

2.3.4. In the event the Director determines that Consultant's failure to conform to the Standard of Care is substantially detrimental to the Project, the City may order Consultant to stop the Services, or any portion of the Services at issue.

2.4 City Order to Stop the Services

2.4.1. Consultant shall be responsible for an appropriate portion of the costs and delay resulting from any City stop. Conversely, Consultant shall be entitled to a reasonable increase in Completion Time and/or Compensation to the extent the Director concludes that the order to stop the Services was in error and that it necessarily extended the Services beyond a pertinent Completion Time and/or increased Consultant's costs.

2.5 General Deliverable Provisions

2.5.1. Electronic Deliverables submitted to the City by Consultant shall be in a format approved by the City and shall include two (2) hard copies of the electronic files, unless specified otherwise by the Agreement, which hard copies shall, in the event of conflict, take precedence over the electronic files. The City will perform tests as to functionality of the submitted electronic medium within sixty (60) days after receiving the files.

2.5.2 Engineering drawings prepared for the work under this Agreement shall be prepared by Computer Aided Design (CAD) techniques utilizing Autodesk AutoCAD.

2.5.3. A deficiency notice will be sent to Consultant advising whether the electronic files contain errors and/or discrepancies or vary from the hard copies or are otherwise non-functional. Electronic Deliverables deemed deficient by the City shall be promptly corrected and resubmitted by Consultant in conformance with the Agreement's requirements or professional and/or industry expectations.

2.5.4. Notwithstanding any other warranty pertaining to electronic Deliverables, Consultant shall use reasonable efforts to avoid: 1) discrepancies with applicable printed documentation; 2) any virus; 3) time bomb mechanism; 4) other software code that can disable or adversely affect any data or software; and 5) any defects or bugs that can adversely affect its own operation or the operations of the City.

2.5.5. Consultant shall revise any Deliverable as necessary, and at no increase in Compensation, until the Deliverable at issue is complete, as evidenced by its acceptance or approval by the City, which acceptance or approval shall not be unreasonably withheld. In the event of a disagreement as to the completeness or quality of all or any part of a Deliverable, the written determination of the Director shall be binding on Consultant, subject to Consultant's right to appeal as provided in Section 11.

2.5.6. The City and Consultant will jointly and at agreed intervals conduct reviews of in-progress Deliverables with the intent to stay current on their status, and to timely respond to issues advanced by Consultant.

2.5.7. Notwithstanding paragraph 2.5.6, City reviews are not conducted nor will they be relied upon to provide quality control or to check for errors or omissions or impose requirements for what is required by the Services at issue. City reviews shall not relieve Consultant of its sole responsibility for the proper and timely performance of Services.

2.5.8. Consultant shall exercise reasonable professional care to provide that the Deliverables conform to the requirements of Agencies from which the City receives/may receive loans and Project financing, to the extent such requirements are contained in the Agreement.

2.6 Rights to Deliverables

2.6.1. Completed deliverables shall become the City's permanent property upon payment by the City to Consultant for the Phase during which the Deliverables at issue were produced, whether or not the Project is built.

2.6.2. Consultant shall pay for all royalties and licenses required for the Services, and covenants to grant the City a permanent, royalty free, irrevocable, non-exclusive, paid-up license, to use, reuse, disclose, distribute or otherwise utilize the Deliverables, and any items or elements that may be proprietary to Consultant, for the Project or for its expansion, repair and renovation, or for future uses by the City.

2.6.3. In the event any such license to be granted to the City is limited in any material way as a result of previously existing copyright or patent restrictions, such limitation shall be disclosed by Consultant before starting the Services, and Consultant shall take whatever action is necessary to obtain a release of such restrictions.

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

2.6.5. In the event a Deliverable, whether on hard copy or contained in electronic media, is modified or reused on an extension or renovation of the Project or on any other project without Consultant's involvement or prior consent, Consultant's name and seal shall be removed and obliterated from those Deliverables.

2.6.6. Any such modification or reuse of a Deliverable shall be without liability or legal exposure to Consultant. Consultant shall not be liable for injury or damage resulting from any such modification or reuse of those Deliverables and such modification or reuse shall be at the user's sole risk.

SECTION 3 CONTRACT ADMINISTRATION

3.1 City Representation

3.1.1. The Director will administer the Agreement and, as such, has authority to act on behalf of the City to the extent provided in the Agreement. The Director's assigned duties, responsibilities and limits of authority may not be changed without the City's prior written consent.

3.1.2. The Director may assign a Project Representative and/or Agent, who will be authorized to act on behalf of the Director with respect to the Services.

3.1.3. The Director will coordinate the City's Agreement involvement and secure City approval and acceptance as required to timely advance the Services.

3.2 Determinations by the Director

3.2.1. The Director is the sole interpreter of the Services required by the Agreement. Consultant concerns, questions, or proposals relating to the character and extent of the Services, acceptability of Services rendered and in-progress, and completed Deliverables and the interpretation of Agreement and Service requirements shall be referred to the Director in writing, with a request for a written determination. The Director will render such written determination within a reasonable time, acting in good faith, based upon facts known to him/her at the time.

3.2.2. Consultant, in the event it disagrees with a determination rendered by the Director may challenge that determination in accordance with the procedures and within the deadlines set forth in Section 11.

3.2.3. The City shall be provided with a reasonable opportunity to respond to any notice, proposal, claim, or other matter at issue before Consultant exercises any right or remedy available under Agreement or Law.

3.3 Acceptance of Responsibility

3.3.1. Services rendered by Consultant for the Project shall be as specifically indicated in the Scope of Services.

3.3.2. Consultant shall notify the City in writing if, while performing Services, it determines that any aspect of the Project, for whatever reason, cannot be developed consistent with this Agreement or that any City-provided facilities, information and services are incorrect or otherwise inappropriate for the Project.

3.3.3. Consultant will afford the City full site access where Services are being performed and, at the Director's request, furnish any in-progress or completed Deliverables for the City's review.

3.4 City-Furnished Facilities and Information

3.4.1. The City will furnish Consultant applicable City standards and formats, as required for the timely furnishing and performance of Services.

3.4.2. The City will provide Consultant reasonable access to the City offices during business hours to obtain information necessary for the Services and will make reasonable efforts to schedule acceptable arrangements for the City personnel to be available to Consultant for necessary meetings and/or interviews.

3.4.4. The following services shall be furnished by the City:

- Access to the work site
- Review of documents submitted at the progress milestone review points and at other times, in accordance with the times allocated in Attachment C Project Schedule
- Assignment of an individual to the project in the capacity of Project Manager to work with the Consultant in the daily execution of the work and provide direction to the Consultant
- Timely written notice of potential program or project schedule delays caused by funding or other City constraints
- Provide access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement
- Accounting, bond and financial advisory, independent and insurance counseling services as City may require
- Such legal services as City may require, which may include items Consultant may reasonably request regarding legal issues pertaining to the Project, including any that may be raised by professional service providers or construction contractors
- Such auditing services as City may require to ascertain how or for what purpose service providers or construction contractors have used the moneys paid on account for their Contract Price;

- Funding and payment of any required geotechnical investigation, materials testing, and environmental assessment services as City may require
- Unless explicitly stated otherwise, pay all fees associated with project, document, or data management systems, which will be provided by the Program Team
- Bear all costs incidental the City's Responsibilities.

3.4.5 The following material shall be furnished by the City to the Consultant as a part of the Agreement. The City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably required for the proper performance of the Services. Consultant shall be entitled to reasonably rely upon the information and data provided by the City or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

- Copies of applicable standards and formats required by the City
- Forms of bidding and contract documents
- All of City's standard documents and procedures pertaining to WMRP activity as needed for Consultant to perform the Services
- Data and information applicable to the WMRP prepared by or resulting from services of others including contracts; invoices; progress reports; program and project management plans; project planning, design and construction documents; financial models and reports; program and project budgets and schedules; and regulatory communications
- Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies
- Relevant information pertaining to the City's finances as may be required to support the pursuit of Federal or State sources of funding as needed for Consultant to perform the Services; and
- Other information determined by the City and Consultant to be relevant to the performance of services under this Agreement.

3.5 Coordination and Cooperation

3.5.1. Consultant agrees to work cooperatively with the City and any other consultant, vendor and contractor hired by the City for this Project, or any other Project(s) which may require coordination and cooperation efforts with the Consultant's Project.

3.5.2. The City will cooperate with Consultant during the term of the Agreement and render determinations, provide comments, acceptance and approvals and other inputs as appropriate and necessary to timely advance the Services. The Director will coordinate the activities of Consultant with any City units engaged on the Project.

3.5.3. The Director will coordinate the services and deliverables of any contractors and vendors hired by the City in furtherance of the Project with the respective Services to be furnished by Consultant, and Consultant shall reasonably cooperate with such efforts.

3.6 Consultant Personnel

3.6.1. Consultant shall use sufficient numbers of qualified, competent, and experienced personnel, with suitable training, credentials and skill to timely render and complete the Services. Consultant personnel assigned to the Services shall be licensed in their respective disciplines, if required by Illinois Law or otherwise by the City.

3.6.2. Consultant shall regularly monitor its assigned personnel recommendations, supervision and performance to confirm they continue to reflect the qualifications, experience and competency warranted by Consultant in this Agreement and required to properly complete the Agreement.

3.6.3. Consultant shall assign a Project Manager, on its behalf, to supervise, manage and provide for Consultant's timely and proper performance of Services. The Project Manager and other Consultant lead personnel will be subject to a City interview and approval before their assignment to the Services. In view of the importance of the quality, experience, and overall competence of the Consultant's lead personnel in performance of the Services, the specific individuals listed below shall be assigned to the work as active participants in the indicated capacities for the duration of the Agreement. Lead personnel may be replaced only with the City's prior written approval.

EMPLOYEE'S NAME	FIRM	TITLE	PROJECT ROLE
Joe Darlington	Burns & McDonnell	Operations Manager	Program Director
Shelli Schweickert	Burns & McDonnell	Project Manager	Program Manager

3.6.4. The Project Manager and other Consultant lead personnel shall be available to meet with the City at City-designated intervals and as specified in Attachment A to advance the Services.

3.6.5. Consultant covenants and warrants that all personnel it has engaged for Services on the Project shall not violate by performance of their work, any employment or other type of agreement previously executed.

3.6.6. The Consultant's Project Manager must be a full-time resident of the United States readily available to attend any meetings or presentations required by the City.

3.7 Removal and Replacement of Personnel

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

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

3.7.3. A violation by Consultant of paragraph 3.7.1 and/or 3.7.2 may be considered a substantial and material breach of Agreement, for which termination and damages otherwise provided by Law or the Agreement may be claimed.

3.7.4. The City's right to request the removal of Consultant personnel from the Services as set forth in paragraph 3.7.2 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.

3.8 Safety-Related Provisions

3.8.1. Consultant shall provide for the safety of premises where Services are performed, and that equipment is being used, in each premises over which Consultant has control. Consultant and its personnel assigned to perform Services, as well as any Subconsultants and their assigned personnel, shall follow safe practices while Services are being performed. The Consultant shall be responsible for the safe conduct of its own employees and/or subconsultants' employees on City property.

3.8.2. Not used.

3.8.3. Neither the professional activities of the Consultant, nor the presence of the Consultant, or its employees and Subconsultants at a construction or Project site, shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Construction Documents and any health or safety precautions required by any regulatory agencies.

The Consultant and its personnel have no authority to exercise any control over any Contractor or its employees in connection with the work, nor over any health or safety programs or procedures. The City agrees that the Contractor shall be solely responsible for jobsite safety and agrees that this intent shall be carried out in the City's contract with the Contractor. The City also agrees to require the Contractor to indemnify the City, the Consultant, and the Consultant's Consultants and to make the Consultant and the Consultant's Consultants additional insureds under the Contractor's policies of general liability insurance.

3.8.4. Consultant shall abide by all requirements of the City's Confined Space Entry Program if applicable to Consultant's performance of its Services on City property and City provides such requirements to Consultant in advance of Consultant entering City property.

3.8.5. The City's supervisory control is limited to the direction of the order in which the work shall be performed and to the prohibition of work being performed in a manner likely to be dangerous.

3.9 Relationship with the City

3.9.1. Until the Services in the Agreement shall have been fully performed, the Consultant, unless authorized in writing by the City to do so, shall not employ any person who is an employee of the City, or who was so employed within a period of ninety (90) calendar days prior to the date of this Agreement. Consultant may request City waiver.

3.9.2. Consultant shall treat material and information including, but not limited to, documents, drawings, plans, data, of any type received directly or indirectly from the City, its officers, agents and/or employees, or obtained as a result of, or in performance of, the Services, as confidential, except as specified herein. Material will be considered confidential unless disclosure (a) has been made public by the City, or (b) has been authorized otherwise in writing by the Director, or (c) is required by Law, or (d) is reasonably necessary in the performance of the Services, but such disclosure shall be limited to an as-needed basis. In connection with the material and information received or obtained by Consultant, Consultant will abide by the requirements of any non-disclosure and confidentiality agreements to which the City is a party and with which the City must comply.

3.10 Records; Right to Audit

3.10.1. Consultant shall maintain, and require its Subconsultants to maintain, according to generally accepted professional practice and records management and accounting standards, written communication, memoranda, time sheets, expense vouchers and other financial records that verify Consultant's costs pertaining to the Services. Such records shall be stored in a suitably secure location for seven (7) years after the completion or termination of the Services or, if applicable, until the resolution of any dispute or appeal, whichever is later.

3.10.2. Consultant and its Sub-consultants shall provide the City and its representatives or designee, with access and appropriate facilities to support the City's right to examine or audit and copy records that verify its costs for the Services, otherwise required to be maintained by Consultant. The City inspection access shall be provided during normal business hours, during the term of the Services, and until the expiration of the required retention period.

3.11 Intellectual Property

3.11.1. Consultant will furnish applicable licenses and pay, without additional reimbursement from the City, all royalties and fees of any invention, design, process, software, product, device or methodology covered by patents and/or copyrights and provided and utilized by Consultant for the Services or as part of the Project.

3.11.2. If any Deliverable furnished by Consultant specifies the use of or incorporation into the Project of any invention, design, process, product or device covered by patent rights or copyrights, such fact shall be annotated in the relevant Deliverables by Consultant. This provision shall not apply if the royalties or fees for the invention, design, process, product or device at issue are normally included as part of its regular commercially quoted price.

3.11.3 Software and software applications produced for the City will include modifiable program code submitted on acceptable media. Runtime versions may be used in actual applications.

3.11.4 Consultant hereby assigns to the City any and all inventions, improvements, innovations, designs, artwork, logos, original expressions of ideas, trade dress, processes, improvements and trade secrets, whether or not patentable or copyrightable ("Developments") that Consultant may develop as part of the scope of services under this Agreement.

3.11.5. In the event Consultant conceives of, or creates, any Developments relating to matters encompassed by this Agreement, Consultant shall promptly and fully disclose the same, as soon as practicable and in writing. Further, Consultant shall execute upon the City's request such documents as in the opinion of the City are necessary or desirable to transfer all right, title and interest in any such Developments to enable the City to obtain patents, copyright registrations, or other protections for any such Developments.

3.12 Indemnification

3.12.1. Consultant, to the fullest extent permitted by Law, shall, upon written notice, at its sole expense, indemnify and save harmless the City, its elected officials, officers, and employees, and successors and assigns, from and against damages, penalties, losses, charges and expenses, including but not limited to reasonable attorneys' fees and costs, expert witness fees and any costs of litigation and any dispute resolution costs which may be imposed on or incurred by the City to the extent caused by the wrongful or negligent act, error or omission of the Consultant, its subconsultants, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable including but not limited to the following occurrences in the performance of the Agreement:

3.12.1.1. Any bodily injury, including death, or third-party property damage in the performance of the Services, and to the extent caused by any negligent act, error or omission or willful misconduct of Consultant, its Subconsultants, or anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable.

3.12.1.2. Any failure of Consultant or any Subconsultant, at any tier, or anyone directly or indirectly employed or retained by any of them or anyone for whose acts any of them may be liable, to perform their obligations, either express or implied, under the Agreement, including, but not limited to any violation of Law.

3.12.2. Consultant's indemnification obligation pursuant to paragraph 3.12.1.1 shall not be limited in any way with respect to any claim(s) brought by an employee of Consultant, due to a limitation on the amount or type of damages, benefits or compensation payable by/for Consultant under workers' compensation, disability benefit or other benefit acts.

3.12.3. In the event any action or proceeding is brought against the City by reason of a claim covered by this indemnification obligation, Consultant, upon written notice from the City, shall promptly notify the City that it is responding to such claim. The City will cooperate with Consultant to the extent it is in the interests

of the City to do so, and, at its sole expense, Consultant shall resist and defend the action or proceeding or settle same at no cost or expense to the City.

3.13 Laws and Legal Requirements

3.13.1. Consultant shall exercise reasonable professional care, diligence and judgment to become familiar, comply with and stay informed of all Laws, including, but not limited to the City's regulations and ordinances, which may be reasonably expected to affect Services and Deliverables. The City will not be responsible for monitoring Consultant's compliance with any Laws.

3.13.2. References to Law(s), unless otherwise defined in the Agreement, will mean Laws in effect during the performance of the Services. Unless modified by Amendment, the Consultant shall comply with all Laws and other applicable legal requirements in effect when the Agreement was executed, at no additional cost to the City.

3.13.3. Not used.

3.13.4. Consultant shall notify the City in writing, if, while performing Services, it discovers any conflicts within the Agreement. Consultant shall revise any Deliverable affected by any such conflict, at no increase in Compensation and/or Completion Time, if the Consultant rendered such Deliverable knowing, or having reason to know of any such conflict.

3.13.5. Not used.

3.14 No Limitation on the City's Rights

3.14.1. Rights and remedies of the City as provided by the Agreement are cumulative to any rights and remedies otherwise provided by Law. The City may, during the performance of or after completion of the Services, assert its right of recovery by any appropriate means, including, but not limited to dispute resolution, suit, recoupment of monies paid or counterclaim.

3.15 Federally-Funded Projects

3.15.1. Consultant, to the extent the project is funded in whole or in part by the federal government, unless specifically exempted by Agreement, shall comply with all applicable Federal laws.

3.15.2. Consultant shall comply with the applicable sections of the WIFIA Contract requirements presented in Attachment D WIFIA Contract Language. It is the responsibility of the Consultant to determine if these requirements apply to part or all of this Agreement.

3.16 IEPA-Funded Projects

The following, as required by 35 Ill. Adm. Code 365.630 – "Contracts for Personal and Professional Services" is incorporated into this Agreement:

3.16.1 Audit and Access to Records

i. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of Public Water Supply Loan Program ("PWSLP") loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois Environmental Protection Agency (the "Agency") or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for such access and inspection.

ii. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

iii. All information and reports resulting from access to records pursuant to the above paragraphs shall be disclosed to the Agency. The auditing agency will afford Consultant an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

iv. Records under the above paragraphs shall be maintained and made available during performance on Agency loan work under this Agreement and until three (3) years from the date of final Agency loan closing. In addition, those records that relate to any dispute pursuant to 35 Ill. Adm. Code 365.650 (Disputes), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three (3) years after the resolution of the appeal, litigation, claim or exception.

3.16.2 Covenant Against Contingent Fees

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees. For breach or violation of this warranty, the Loan Recipient (i.e., City of Joliet) shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

3.16.3 Executive Order 12549

Consultant shall sign and execute a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 as furnished by the Agency.

3.16.4 Disadvantaged Business Enterprise Utilization

In accordance with 35 Ill. Adm. Code 365.630(b), Consultant shall provide the City and the Agency with a statement regarding the use of Disadvantaged Business Enterprises during the construction service phase.

Consultant agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible during the construction service phase of the program as sources of supplies, equipment, construction and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA. Consultant acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

3.16.5 Non-discrimination Clause

Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Consultant shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under USEPA financial assistance agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement which may result in the termination of this contract or other legally available remedies.

3.17 Hazardous Materials

3.17.1. Consultant shall not, at any time, cause any Hazardous Materials to be brought upon, stored, manufactured, blended, handled, or used in, on, or about the lands, areas, properties or facilities furnished by the City for any purpose except as lawful and necessary and in accordance with the Agreement.

3.17.2. Hazardous Material includes, without limitation, any material or substance which is designated as (a) a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Sec. 1321); (b) a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, (42 U.S.C. Section 6903 et seq.); (c) a “hazardous substance” pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. Section 9601 et seq.); or (d) a “hazardous” or “toxic” substance in any Law similar to, or in any amendment of, any of the Laws cited in this clause.

3.17.3. Consultant shall have no responsibility for the existence of Hazardous Materials at the Project site nor shall Consultant furnish Services related to Hazardous Materials. Consultant shall give immediate written notice to the City, take appropriate safety precautions, and without liability for consequential or other damages, suspend those Services that would be reasonably affected by the existence of the Hazardous Material, in the event it unexpectedly encounters such Hazardous Materials at or near the site or has reasonable belief of their existence.

3.17.4. Reasonable effort shall be made by Consultant to mitigate delay, delay costs and any ancillary costs resulting from any such suspension of Services. Alternatively, the City, upon confirming the existence of the Hazardous Material, may for its convenience terminate the affected Services, or the Agreement as a whole.

3.17.5. If materials reasonably believed to be Hazardous Materials are encountered, the City shall retain a separate properly insured consultant.

3.18 Consultant’s Offices

3.18.1 The Consultant’s local Illinois office, from which all project work will be administered, and to which all project correspondence shall be directed is located at: 200 W. Adams Street, Suite 2700, Chicago, IL 60606.

3.18.2 The Consultant’s principal place of business, to which all official notices shall be sent is located at: 200 W. Adams Street, Suite 2700, Chicago, IL 60606. Official notices should be addressed to Patrick Clifford, P.E., Regional Water Practice Manager.

SECTION 4 SUBCONSULTANTS

4.1 Use of Subconsultants

4.1.1. Consultant retains full responsibility for hiring Subconsultants in whatever disciplines it deems necessary, to provide the required Services. Consultant shall employ Subconsultants, pursuant to Subagreement(s). Nothing in the terms and conditions of any Subagreement(s) shall violate the provisions of this Agreement. Nothing in the Agreement, nor any act or omission of the City or its Commissioners, officers, employees or Agents, whether or not permitted by this Agreement, shall relieve Consultant of its sole responsibility for the Services.

4.1.2. All subcontracts entered into by the Consultant, including those involving the engagement of special consultants, pursuant to the work described herein, shall be made only after the Consultant secures the written approval of the City. Said subcontracts between the Consultant and his subcontractors shall contain all applicable provisions of this Agreement.

4.1.3. Nothing contained in the Agreement, including the right of the City to consent to or reject any Subconsultant, creates, or is intended to create a contractual relationship (privity) or any legal right or action in favor of a Subconsultant or other third party against the City.

4.1.4. Services rendered by a Subconsultant (at any tier) shall be through a written Subagreement expressly binding that Subconsultant to the applicable requirements of the Agreement. Each Subagreement will require the Subconsultant to assume toward Consultant all applicable obligations, duties and responsibilities Consultant assumes toward the City.

4.1.5. Consultant covenants that the Subconsultants named below are the Subconsultants Consultant shall retain and promptly execute Subagreements with, after executing this Agreement upon request the Consultant will provide copies of Subconsultant agreement within 10 days. Consultant may seek the substitution of a Subconsultant upon presentation of just cause.

SUBCONSULTANT	SERVICE RENDERED
Environmental Design International, Inc.	Construction observation
American Veteran Engineering, PLLC	Construction observation
Reach Grow Exceed Engineering	Construction observation
DLZ Corporation	Surveying & layout

4.1.6. Consultant shall investigate prospective Subconsultants to verify that they possess personnel with the requisite qualifications, skill and experience. Consultant shall be responsible for Services rendered by any Subconsultant, at any tier, to the same extent the Consultant is responsible for Services Consultant directly renders.

4.1.7. Consultant, in the event it concludes an additional Subconsultant is required for the Services, shall inform the City in writing of the scope of subconsulting necessary. The notice shall describe the qualifications needed and the part of the Compensation it wishes to designate for the prospective Subconsultant.

4.1.8. Consultant shall promptly resolve any situation in which any Subconsultant is failing to meet the stipulated standard of care as determined by the Director, so as to ensure that Services are fully compliant with the requirements of the Agreement.

4.1.9. Consultant is solely responsible for the performance and timely completion of the Services, regardless of whether such Services are performed by Consultant or its Subconsultants (at any tier).

SECTION 5 INSURANCE

5.1 Consultant's Insurance General Requirements

5.1.1. Consultant, before providing Services, shall obtain and maintain, through the term of the Agreement, including any extensions, at its sole expense, insurance, as designated and in the amount required in paragraphs 5.2 through 5.4.

5.1.2. Certificates of insurance evidencing the required coverage, including mandated endorsements shall be furnished to the City before beginning performance. Actual or certified copies of the insurance policies shall, upon request by the City, be provided by Consultant to the City at the City's offices or such other location as is acceptable to the City.

5.1.3. These insurance requirements, other than the Professional Liability Insurance requirements in Section 5.3 below, do not limit the liability of Consultant and should not be construed to do so.

5.1.4. The City does not represent that the specified coverage or limits are sufficient to protect the Consultant's interests or liabilities. Insurance coverage for the Services rests solely with the Consultant.

5.1.5 Insurance required by the Agreement will be provided by insurers authorized to do business in Illinois having at least an "A-" current Best's Rating and a Best's Class VII or better financial size category. Policies and certificates of insurance shall be endorsed to provide that coverage will not be canceled or renewal refused unless thirty (30) Days prior written notice has been delivered to the City and Consultant. Coverage nearing expiration during the period in which it is to remain in full force and effect will be renewed without any lapse in coverage and a certificate confirming the renewal or continuation of insurance will be promptly submitted to the City.

5.1.6. The City may order the Services to stop and payments to Consultant to cease, in the event any required insurance is canceled or not renewed, so as to cause the City, in its reasonable discretion, to believe the insurance to be no longer adequate for the Services. Delays in Completion Time and additional costs incurred in performing Services resulting from Services and/or payment being stopped because of these matters shall be the sole responsibility of Consultant.

5.2 The Consultant's Liability Insurance

5.2.1. Consultant shall purchase and maintain Workers' Compensation and Employer's Liability Insurance, Commercial General Liability, Commercial Automobile Liability, and Excess/Umbrella Liability Insurance. Such policies of insurance will provide protection from claims that are caused by Consultant's performance or nonperformance of the Consultant's Services under the Agreement. Coverage will be provided whether Services are furnished by Consultant, anyone directly or indirectly employed by Consultant, or anyone for whose professional acts Consultant may be liable.

5.2.2. Consultant shall maintain for any employee resident of and hired in Illinois, insurance for benefits payable under Illinois' Workers' Compensation Law, with limits required by statute. Consultant will maintain insurance for employees covered by Worker' Compensation Laws of another state or participate in a mandatory state fund to cover any such employee.

5.2.3. Commercial General Liability Insurance shall be on an occurrence basis. The policy shall include, as appropriate to the Services and the Project, contractual liability, explosion and collapse and underground hazards, products and completed operations, independent contractors, and broad form property damage (including products and completed operations). Coverage limits will be no less than $1,000,000.00 each occurrence, $2,000,000.00 general aggregate, $2,000,000.00 products and completed operations aggregate, and $1,000,000.00 personal and advertising injury. Completed Operations insurance, if required for Services, will be maintained for two (2) years after completion of Consultant's Services.

5.2.4. Commercial Automobile Liability Insurance coverage for liability arising from the ownership, maintenance or use of all owned, hired or non-owned vehicle (including contractual liability coverage) shall be consistent with Illinois statutory requirements and equivalent to that provided by the current edition of the ISO Form CA 00 01. Coverage limits shall be no less than $1,000,000.00 combined single limit per accident.

5.2.5. Excess Liability (Umbrella) Insurance shall provide for employer's liability, general liability and automobile liability protection. The policy shall be at least as broad as the underlying policies of liability insurance. Coverage limits shall be no less than $1,000,000.00 per occurrence and in the aggregate.

5.2.6. Not used.

5.2.7. Consultant's insurance, as required above in 5.2.1 through 5.2.5, shall be endorsed, except for Workers' Compensation and Employer's Liability Insurance, to identify Consultant as the named insured and to add the City, its elected officials, officers, and employees, and successors and assigns as additional insureds. Workers' Compensation Insurance shall be endorsed to include a Waiver of Subrogation in favor of the City.

5.2.8. The deductible on any policy of insurance and any losses excluded for payment by the insurer because of the applicable deductible shall remain the responsibility of and be paid by Consultant.

5.2.9. Not used.

5.2.10. The Consultant shall use commercially reasonable efforts to require each Subconsultant to provide liability insurance as is required of Consultant, with limits appropriate to the sublet Services and potential perils, subject to the same requirements as set forth by paragraph 5.2.7.

5.2.11 The required insurance limits may be met by any combination or primary umbrella and/or excess liability policies.

5.3 Professional Liability Insurance (PLI)

5.3.1. Consultant shall maintain Professional Liability Insurance. Consultant shall be the Named Insured, and the insurance shall provide protection from claims caused by negligent acts, errors or omissions of Consultant, with a limit of $5,000,000.00 per claim and aggregate for Consultant. If written on a claims-made basis, Consultant shall maintain said policy for at least one (1) year after completion of Consultant's Services, providing the City a certificate of insurance indicating evidence of actual coverage annually, until this obligation has been fulfilled. Consultant's aggregate liability for all claims caused by negligent acts, errors or omissions of Consultant in connection with its performance of professional Services in this Agreement will not exceed $5,000,000.

5.4 Not used

5.4.1. Not used.

SECTION 6 SCHEDULING REQUIREMENTS

6.1 Prosecution and Completion

6.1.1. Consultant agrees to prosecute and complete the Work within the time limits specified herein, and in compliance with other requests that the City may reasonably make unless delays are caused by force majeure or acts beyond control of the Consultant, including but not limited to delays arising from services performed by others, labor strikes, riots, war, acts or failures to act of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic.

6.1.2. Consultant, if required by the Director, shall submit initial and monthly updates of its schedule for the Services to the Director. Such schedule will be kept current, reflecting Consultant's most current rate of progress and approach to the Services and Deliverables. Consultant's Invoices shall reflect the progress supported by its schedule updates.

6.2 Compliance with Completion Times

6.2.1. Completion Times allowed for the furnishing, performance and completion of the required Services are designated in Attachment C Project Schedule.

6.2.2. If the Director determines that an overrun by more than fifteen (15) Days of any Completion Time is reasonably likely, then Consultant shall promptly do what is reasonably necessary to get back on schedule, unless Consultant demonstrates, to the reasonable satisfaction of the Director, that the delay is excusable.

6.3 Consultant-caused Delays

6.3.1. The City will be entitled to deduct from progress payments, to the extent the Compensation is adequate to do so, or alternatively, Consultant shall promptly pay the City for any delay, acceleration and

impact costs and damages actually incurred by the City, if Consultant overruns any required Completion Time, to the extent Consultant is liable.

6.4 Excusable Delay (Excusable to Consultant)

6.4.1. Delays or hindrances caused by the City or its Contractor or Agents which impact the work schedule by more than seven days shall be considered excusable delays under this Agreement and shall be compensated solely by an extension of time for such reasonable period as negotiated by the parties.

6.4.2 The permitting of the Consultant to proceed with its Services after the date of completion designated in Attachment C Project Schedule, or to any date to which the completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

6.4.3. No proposal or claim by Consultant for any City caused delay of the Services will be valid unless the proposal or claim is submitted to the Director in writing within 14 days after the end of the delay and made before the date of final payment to Consultant.

6.4.4. A delay will be excusable and justify a revised Completion Time, if not caused by any negligent act, error or omission of Consultant, or Consultant's failure to act timely on a matter requiring its determination.

SECTION 7 CONSULTANT OPINION OF COST

7.1 Cost Opinions

7.1.1 If the Agreement requires Consultant to render cost opinions, Consultant's opinion of cost will require use of its experience and qualifications to apply pertinent industry cost data to the Project in accordance with the Standard of Care. Consultant's opinions of cost shall represent its best judgment as an experienced and qualified professional, based on Consultant's own construction cost data, its familiarity with the Project and its knowledge and use of generally available and acceptable construction industry cost data. Consultant's opinions, recommendations and assessments are limited by a) the accuracy and completeness of information upon which it may reasonably rely, b) schedule constraints or scope limitations, c) unknown or variable site or other conditions, d) other factors beyond Consultant's control. Any estimates as to construction costs are limited by a lack of control over financial and/or market conditions, including the future price or availability of labor, materials, and prospective bidding environments and procedures. Consultant does not warrant or guarantee the accuracy or completeness of its Services to the extent impacted by these limitations and the City should limit its reliance on the Services in like manner.

7.1.2. Consultant's opinion of cost will account for, among other factors, site location, extent of renovation, and the Project schedule. Unusual cost factors that the Consultant recommends will be specifically noted and their costs segregated.

7.1.3. If the Agreement requires Consultant to render cost opinions, then the format and the estimate structure for which Consultant's opinion of cost is required will be identified in Attachment A Scope of Work.

7.1.4. The City reserves the right to obtain a second opinion regarding estimated costs. In that event, Consultant shall be required to reconcile significant differences between the two cost opinions.

SECTION 8 PAYMENTS TO CONSULTANT

8.1 Compensation for Services Rendered

8.1.1. The Compensation stipulated in Attachment B Basis of Compensation represents the full payment due from the City for the satisfactory furnishing, performance and completion of the Services.

8.1.2. The City will make partial payments to Consultant based on the separate Compensation items detailed in Attachment B Basis of Compensation, subject to any further City-required cost breakdowns necessary to more properly and accurately ascertain progress.

8.1.3 No expenditures or charges shall be included in determination of the costs to be reimbursed to the Consultant that are 1) contrary to the provisions of the Agreement and 2) incurred without the consent of the City.

8.1.4. If Federal funds are involved, then all applicable Federal Accounting Principles must be followed.

8.2 Conditions Governing Payment

8.2.1. The City will make payments for Services rendered based on monthly Invoices for Payment ("Invoices") submitted by Consultant and evaluated and approved, with or without adjustments, by the Director. Payment for any Deliverable, which is due before, or with any Invoice, will require the Director's receipt and/or acceptance or approval of that Deliverable.

8.2.2. Unless otherwise specified, Consultant shall submit Invoices, no more than once every thirty (30) Days, and not less frequently than once every forty-five (45) Days, unless authorized by the Director, attaching a report describing the Services rendered for which payment is sought. The City's fiscal year ends on December 31st. Invoices may not include services for more than one fiscal year and shall be submitted by January 12th of the following year. Each Invoice shall detail (1) Compensation breakdown; (2) amount invoiced through the preceding Invoice; (3) amount invoiced for the current period; (4) percentage of Services completed; and (5) Compensation remaining, after that Invoice. Each Invoice shall be accompanied by a sworn Affidavit in a form acceptable to the City.

8.2.3. Not used.

8.2.4. Timely submittal of Invoices is a material term of the Agreement, the failure of which may result in (1) an order to stop Services until such deficiencies are corrected; (2) the auditing of Services covered by the Invoice; and/or (3) termination for cause in the event such violations are not promptly corrected and/or adversely affect any Completion Time.

8.2.5. In the event payment is conditioned on a Deliverable, and the Deliverable requires testing by the City, approval or disapproval of the Invoice will be made upon completion of the testing.

8.2.6. The Director, in the event he/she disputes an Invoice, will recommend payment of the unquestioned amount and request Consultant to support the amount at issue. The amount at issue will be withheld until the City receives a written response that the concerns raised by the Director have been satisfied.

8.2.7. The City will make payments approved by the Director in accordance with the Illinois Local Government Prompt Payment Act. (50 ILCS 505/1)

8.2.8 It is the responsibility of the Consultant to determine if the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. applies to part or all of this Agreement and shall comply with any applicable requirements thereof.

8.2.9. In the event that part of any payment is disallowed by an audit, the City shall have the right to recover the overpayment from future amounts due, offset from funds due on other agreements with the Consultant, or recover directly from the Consultant along with all costs of recovery.

8.3 Payments For Services.

8.3.1. Direct Labor Cost (DLC) shall be defined as the billing rate of all Consultant's personnel, including all professionals whether owners or employees, authorized by the City to charge person-hours directly to the project. Compensation for the Direct Labor Cost (DLC) of any individual, including principals, engaged

in the work under this Agreement shall be invoiced at that individual's authorized billing rate, unless otherwise specifically approved by the City in writing.

8.3.2. In order for any of the Consultant's engineering and technical personnel to be authorized to make charges to this project the Consultant shall, before commencing actual work, submit to the City, for its approval, a list enumerating the names of proposed engineers and technical personnel, their employee numbers (if any), billing rates, exact job titles, and general job classifications (i.e., principal, engineer, architect, etc.)

8.3.3. If Attachment B Basis of Compensation stipulates payments on a billing rate method, payments will be made based upon mutually agreed to billing rates.

8.3.4. DLC charges by Consultant principals and/or officers will be limited to direct labor associated with the delivery of Services defined in Attachment A.

8.3.5. The amount of invoiceable Compensation will be determined by the product of the Consultant's billing rates times the person-hours worked plus Subconsultant costs and reimbursable costs owed to Consultant. DLC shall be supported by time sheets or payroll records.

8.3.6. Reimbursable costs will constitute those costs, exclusive of DLC, indirect costs and Subconsultant costs, directly chargeable to the Services, as stipulated in Attachment B Basis of Compensation, or otherwise mutually agreed to by the City and Consultant and will be subject to expense voucher. Reimbursable costs may be invoiced by Consultant at its final net cost without markup of any kind. When the Consultant is authorized reimbursement of travel, meals, or lodging expenses, a "not to exceed" amount will be established prior to incurring the expense. Unless otherwise approved by the Director, the following costs are not allowed as direct costs but shall be contained in the billing rates:

- Costs precluded under Code of Federal Regulations, 48 CFR Part 31;
- Costs precluded under OMB Circular A133
- Transportation to/from Consultant's local office and City facilities (except for vehicles for Consultant's field personnel);
- Transportation within Northeastern Illinois (Cook County and collar counties) related to project meetings with parties other than Joliet (except for vehicles for Consultant's field personnel);
- Transportation costs to/from Consultant's local office and other non-local Consultant offices, and per diem costs, unless specifically approved by the Director;
- Computer time, Digital imaging, and CAD;
- Printing (other than printing of deliverables, plans & specifications);
- Working lunches;
- Ordinary Business Supplies (telephone, photocopies, etc. except to support Consultant field personnel's responsibilities)

8.3.7 The billing rates shall be based upon the assumption that the majority of the Services will be performed at the City's field sites. In the event that the location of the Services changes, the City retains the right to renegotiate the billing rates.

8.3.8. At the City's discretion, the billing rates may be subject to renegotiation if the duration of the Agreement exceeds 24 months or if the Agreement calls for both a separate office assignment followed by a separate field assignment.

8.3.9. Overtime labor costs, if part of Consultant's normal practice, or when necessary to maintain the schedule or recover schedule, or for Consultant's convenience will be invoiced at regular hourly billing rates. Except as otherwise set forth below, the cost of any premium paid to employees for overtime charges will be entirely incurred by Consultant.

8.3.10. In the event overtime is required as a result of a change in the scope of Services or for the City's convenience, the actual amount of premium wages paid to Consultant's employees for such overtime Services, if previously authorized in writing by the City, will be invoiced to and paid by the City. The amount of invoiceable Compensation will be determined by the product of the Consultant's regular direct labor cost times the overall multiplier plus the direct cost differential for overtime without the multiplier. (Example: if an hourly rate is $100 and the multiplier is 2 then one hour of overtime would be calculated as ($100 * 2) + $50= $250).

8.3.11. Consultant will not be paid for personnel hourly charges unless Consultant has actually paid those wages.

8.3.12. The City shall not be liable for payment beyond the "not to exceed" limits set forth in Attachment B Basis of Compensation, for the DLC, Subcontractor fees and Reimbursable Direct Costs. Unexpected monies in one phase are not transferable to another phase without the approval of the Director. In the event that the Consultant exceeds the "not to exceed" limit set forth, it is understood and agreed that Services required by this Agreement shall be completed without additional compensation, unless it is mutually agreed that a change in scope of Services has occurred, and that additional compensation is negotiated and agreed upon by both parties to this Agreement.

8.4 Correction of Design Errors or Omissions: Not Applicable

8.5 Final Payment

8.5.1. Upon completion of the work described herein, the Consultant shall notify the City and shall submit a final invoice for the fee earned in the performance of this work. The final invoice shall also summarize invoices previously submitted for reimbursement. The total fee shall not exceed the amount(s) set forth in Attachment B Basis of Compensation and any amendments or change orders to this Agreement. Upon receipt of a final invoice, the City shall review the cost records of the Consultant and, if appropriate, shall identify its agent or designee who will perform the audit. The City shall, upon completion of the review, notify the Consultant of any Services that fail to meet the Standard of Care and the Scope of Services. If the City finds no deficiencies, or if the Consultant corrects all deficiencies noted by the City within 30 days, the City shall, subject to the provisions of the Agreement, pay the final invoice.

8.5.2 The acceptance of the work by the City shall not, however, relieve the Consultant of the responsibility for any deficiencies which may be discovered at a later date.

8.5.3 Prior to final payment to the Consultant, the Consultant shall execute and deliver to the City, the City's standard form for release of all claims against the City arising under or by virtue of this Agreement.

SECTION 9 CONTRACT AMENDMENTS

9.1 Directed Changes or Additional Services

9.1.1 Any and all adjustments in this Agreement which may become necessary due to changes in project scope, or otherwise requested by the City, and which will affect either the work time, schedule, or fee specified in the Attachments shall be negotiated between the City and Consultant.

9.1.2. The Director and Consultant jointly will establish procedures for processing Additional Services. Such procedures will provide that the Director, directly or through a designee, may initiate processing of Additional Services by describing their scope and requesting Consultant to submit a proposal.

9.2 Consultant Initiated Changes in the Services

9.2.1. A proposal or claim by Consultant for an adjustment resulting from constructive changes in the level of Services will not be allowed for any costs or delay incurred more than thirty (30) Days before Consultant gives its required written notice to the City.

9.3 Additional Provisions

9.3.1. Compensation and Completion Times may be changed only by Amendment signed by the City.

9.3.2 The City may direct the Consultant to proceed with work in dispute, whether by scope or by terms of an Amendment.

SECTION 10 TERMINATION

10.1 Termination for Cause by the City

10.1.1. The City, upon serving written notice of intent to terminate, may initiate termination of the Agreement and Consultant's right to provide further Services, in the event that the Director has determined that the Consultant has failed to perform in accordance with the requirements of the Agreement and after providing Consultant the opportunity to cure as set forth in Section 10.1.2.

10.1.2. The City will be entitled to terminate, if Consultant, within thirty (30) Days after receiving the intent to terminate for cause notice, fails to correct the non- performance. In the event of a Consultant filing for bankruptcy, this Agreement is terminated immediately. The City may thereafter prosecute the Services to completion by agreement with another consultant or as the City, in its sole discretion, may otherwise deem expedient.

10.1.3. The City will make payment to Consultant for properly authorized and performed Services completed to the effective date of the termination, and for obligations relating to commitments, if any, that had become firm prior to the termination. Payment to Consultant will exclude any and all anticipated administrative costs and profit on unperformed or uncompleted Services.

10.1.4. If, after Consultant is terminated for cause, it is determined either by negotiation with the City or through alternate dispute resolution or litigation, that Consultant was not in default, then the termination will be deemed to have been for the convenience of the City. In that event, Consultant may recover from the City payment, to the extent provided in paragraph 10.2.2.

10.2 Termination for the City's Convenience

10.2.1. The Director, upon seven (7) Days' prior written notice to Consultant, without cause and/or prejudice to any other right or remedy it may have, may terminate the Services, in whole or in part, as the City deems appropriate for its convenience. Written notice will be by letter delivered either in person to the Consultant's authorized project representative or by registered mail or delivery service requiring signature for delivery to the Consultant's place of business.

10.2.2. In the event of a termination for convenience, Consultant will be paid for properly authorized Services completed to the effective date of the termination, and for obligations relating to commitments, if any, that had become firm prior to the termination. Payment to Consultant will exclude any and all anticipated administrative costs and profit on unperformed or uncompleted Services. Consultant may suspend or terminate Services under this Agreement upon thirty (30) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the Consultant's invoices will be considered a material breach of this Agreement.

10.3 Actions of Consultant Upon Termination

10.3.1. Consultant, upon receipt of a notice of termination, shall proceed in accordance with any specific instructions in the notice, and unless required otherwise, cease rendering Services to the extent specified, protect the Deliverables, and make every reasonable effort to mitigate costs that may result from the termination. Consultant, promptly after making such arrangements, shall turn over to the City all confidential material and information received directly or indirectly from the City, project-related information and data,

work product to date, equipment, materials, items and objects obtained or acquired by Consultant; however, Consultant shall be entitled to maintain a copy of such documents, work product, data, and information for its records, provided, however, that to the extent that the material and information received or obtained by Consultant is subject to the requirements of any non-disclosure and confidentiality agreements to which the City is a party and with which the City must comply, Consultant's ability to maintain copies may be limited.

SECTION 11 DISPUTES

11.1 Claims

11.1.1. Claims between the City and Consultant, resulting from the Agreement and/or its purported breach, unless otherwise barred by the final payment provisions of this Agreement, will be resolved as provided herein, and such resolution attempt will be a condition precedent to litigation.

11.1.2. A Consultant claim means a written demand appealing a written Director determination and seeking an adjustment in Compensation, payment of monies due, an extension in Completion Time, or any other relief arising under or relating to the Services. A claim includes a counterclaim, dispute, appeal and any other contractually related matter at issue between the City and Consultant.

11.1.3. Not used.

11.1.4. The Director, within thirty (30) Days after receiving Consultant's claim with supporting data and sum certain, shall review the claim. The Director shall deliver written notice to Consultant as to his/her final determination. The City and Consultant agree that ay dispute relating to the Services of the Consultant and its Subconsultants will be decided through direct negotiations between the parties involved prior to mediation, and litigation.

11.1.5. The City and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

11.1.6 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in the court specified in Section 11.2.3.

11.2 Litigation

11.2.1. In the event the Director and Consultant fail to agree, the Consultant or City, except if otherwise excluded by Law or this Agreement, may file suit in accordance with paragraph 11.2.3.

11.2.2. Consultant, pending final resolution of any dispute shall diligently continue to perform the Services, and comply with any reasonable decision of the City and/or Director.

11.2.3. Venue-Consultant agrees that this Agreement, and any subsequent amendments, addenda or modifications that are awarded pursuant thereto, is governed by, and construed in accordance with the laws of the State of Illinois in all respects, including matters of construction, validity and performance. Consultant further agrees that the proper venue to resolve any dispute which may arise out of this agreement is the appropriate Court of competent jurisdiction located in Will County, Illinois.

11.2.4. This restriction includes any action at law or suit in contract, equity or tort, arising under or relating to the proposing, award, performance or completion of the Services, payment for Services performed, termination or any other claim resulting from or arising out of, or relating to the Agreement, in addition to any method provided by Illinois Law. Consultant agrees to consent and submit to service of process at the address specified by this Agreement.

11.2.5. Consultant shall insert a provision containing these venue and choice of law requirements in all Sub-agreements between Consultant and Subconsultants, altering the provision only as necessary to properly identify the parties.

SECTION 12 ADDITIONAL PROVISIONS

12.1. If a determination is made by the Director or court order that the Consultant is liable to the City for damages, the City is entitled to withhold the amount due from payments to Consultant. If the City does not hold sufficient funds to offset the Consultant's liability, the City may choose alternative means to recover the amount due and owing.

12.2. Not used.

12.3. The relationship of Consultant to the City is and will be that of an independent contractor. No liability or benefits arising out of or related to a contract for hire or employer/employee relationship will arise or accrue to either party's agent or employee with respect to the City as a result of the Services. Liabilities and benefits barred by this clause include, without limitation workers' compensation and disability benefits, retirement rights or liabilities and insurance rights or liabilities, of any kind.

12.4. If any provision in the Agreement is invalid, illegal or unenforceable, all other provisions of the Agreement will nevertheless remain in full force and effect. If any provision in the Agreement is inapplicable to any Person or circumstance, the provision will nonetheless remain applicable to all other Persons and circumstances.

12.5. Consultant shall not sell, assign, transfer or otherwise convey any of its rights, nor will it delegate any of its duties, obligations and responsibilities under the Agreement without prior written consent of the City and its Purchasing Administrator. The City, in its sole discretion, may refuse to consent to any proposed assignment or delegation. Any attempted sale, assignment, transfer, conveyance or delegation in violation of this clause will be void and relieve the City, at its discretion, of any further liability under the Agreement. Any City consent in writing to an assignment will not release or discharge Consultant from any duty, obligation or responsibility set forth in the Agreement unless otherwise stated to the contrary in the consent.

12.6. This Agreement will be binding on the City, Consultant and, at the City's option, all Consultant's successors and legal representatives, and, if properly assigned in accordance with paragraph 12.5, all of City's and Consultant's respective assignees and delegates.

12.7. Consultant and its Subconsultants are not agents of the City, and nothing contained in the Agreement shall either expressly, or impliedly authorize, empower or constitute Consultant or any Subconsultant to be considered agents of the City. Consultant or any Subconsultant is neither authorized nor empowered to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of the City, nor may they bind the City in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the City.

12.8. A waiver by the City of any provision of the Agreement must be in writing and apply only to the specific matter and not to other similar or dissimilar matters. A waiver by the City of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach.

12.9. On termination and/or completion of this Agreement, all warranty, infringement, confidentiality, and liability obligations and limitations, which by their nature are intended to survive, will survive. Termination

or completion will not prejudice either party to require performance of any surviving obligation due at or after the time of termination or completion.

12.10. Headings of Sections and paragraphs in this Agreement are for convenience only. No such headings shall be used to construe or interpret the scope or intent of this Agreement, or in any way affect any of them.

12.11. If the context of any provision so requires, the singular number includes the plural and vice versa, and the use of any gender includes any other and all genders.

12.12 No person shall be employed on this contract unless they are a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of Title 8 of the United States Code. (70 ILCS 2605/11.15), or an individual who is otherwise legally authorized to work in the United States.

12.13 Security

12.13.1 The City's facilities have certain security requirements and may be subject to heightened security from time to time. The Consultant shall co-operate fully, at no cost to the City, with security checks, personnel processing, drills and programs that may be required.

12.13.2 The Consultant shall provide a list of personnel assigned to work on this project with State driver's license numbers, or other suitable identification, that may be used by the City for security background checks. Individuals who will be entering City Facilities in the course of their work must provide a copy of their driver's license with this submittal.

12.13.3 The Consultant shall limit access to information on City facilities only to employees assigned to this Project and that have been submitted to the City for security background checks. Project information may be required to be specially segregated and safeguarded, depending on the threat level and the security sensitivity of the project.

12.13.4 In the event of a terrorist attack within the boundaries of the City or a State or Federally declared emergency in the City or a county adjacent to the City:

12.13.4.1 Upon City direction, the Consultant's equipment and personnel and subconsultants equipment and personnel assigned to this Agreement shall be fully available to the City without reservation. The Consultant shall take direction from the Director to assist when and where needed for the duration of the emergency. As much as is practical, the Consultant shall maintain Time and Material (T&M) sheets and submit them to the City on a regular basis.

12.13.4.2 The Consultant shall take steps to segregate and safeguard all City information. The Consultant shall then report to the Director what steps have been taken and request direction. This includes such steps as making immediate back-ups of project files and data.

12.14 In no event shall the Consultant or the City (including their respective officers, agents, servants and employees) be liable for indirect, special, incidental, punitive, or consequential damages, including, but not limited to, loss of use, lost profits, or interest on borrowed funds, whether arising in contract, in tort (including the negligence of the Consultant or the City), as a result of the application of the principle of strict liability or otherwise.

SECTION 13 SPECIAL CONTRACTUAL TERMS

13.1 Inclusion – This document, its amendments, its attachments, and all documents incorporated by reference constitute the entire Agreement between the parties.

13.2 Confidentiality – The Consultant agrees to not disclose information or provide documentation concerning this Agreement or project to any third party without written approval of the City. If any records are subpoenaed or requested under any law or statute by a court or regulatory agency, the Consultant will immediately inform the City of the subpoena or request and provide full disclosure and documentation of the issue or case involved as well as copies of all disclosures made.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

Burns & McDonnell Engineering Co., Inc
200 W. Adams Street, Suite 2700
Chicago, IL 60606

By: _____

Timothy Faber, P.E.
Vice President

ATTEST
By: _____

Name_____
Title_____

City of Joliet
150 W. Jefferson Street
Joliet, Illinois 60432

By: _____

H. Elizabeth Beatty
City Manager, City of Joliet

ATTEST
By: _____

Lauren O'Hara
City Clerk (Seal)

ATTACHMENT A SCOPE OF SERVICES

Attachment A

Scope of Services

Consultant:	Burns & McDonnell Engineering Company, Inc.
City:	City of Joliet, Illinois
Project:	Water Main Replacement Program – Construction Phase Services [1]
City RFQ No:	RFQ 2747-1123

General

The City of Joliet, Illinois (City) is implementing the Water Main Replacement Program (WMRP) and Lead Service Line Replacement Program (LSLRP). The purpose of the WMRP is to replace water mains with a goal of reducing the City's non-revenue water to less than 10% by 2030, as required by the City's Lake Michigan allocation permit. A total of approximately 20 to 30 miles of water main is planned for replacement each year through 2030. The LSLRP aims to eliminate all lead service lines by 2030.

The design and construction of the WMRP is managed and funded by the City. Funding sources include local funds, State Revolving Fund (SRF) loans, and Water Infrastructure Finance and Innovation Act (WIFIA) funds.

Other Consultants and Contractors. The City has retained Baxter & Woodman (Design Engineering Consultant) to provide planning, preliminary and final design engineering services for the WMRP and LSLRP. The City has contracted separately for legal, financial advising, rate consulting, and public outreach strategy development services related to the WMRP and LSLRP. It is anticipated that the City will engage multiple contractors (Construction Contractors) through a competitive public bidding process to construct the individual contracts under the WMRP. During 2026, the City does not plan to have a separate contract specific to the LSLRP. Lead service line replacement work is included in the 2026 WMRP contracts.

Program Elements. Each year, the City solicits bids for WMRP construction contracts. Construction of the projects under the 2026 WMRP will be split into twelve (12) separate bid packages as listed below.

[1] The level of effort and budget for this scope of services assumes the services will be provided as defined herein for the 2026 WMRP and 2027 WMRP (design-related services only) projects. The budget has been developed assuming that services will generally be performed during the period of January 1, 2026 to February 28, 2027. Changes in project schedules or other factors may require Consultant to continue to provide its services after the end of this period. Consultant may continue its services after the end of the period using remaining available funds up to the approved contract maximum limit. If additional funds are required for Consultant to continue providing its services, such continuation of services will be designated as Additional Services and described in an amendment to the original agreement, subject to the City's approval.

- Cunningham Phase 1
- Emerald Lawns Phase 2
- Forest Park Phase 4
- Fourth & Eastern
- Glenwood & West Acres
- Heggie Park Phase 2
- Larkin (Theodore to Glenwood)
- Oneida
- Twin Oaks Phase 2
- Virginia Phase 2
- Washington Street
- York Avenue

The Project. Burns & McDonnell Engineering Co., Inc. (Consultant) will work with the City and others under contract to the City to support implementation of the WMRP and LSLRP during the construction phase for the 2026 WMRP and 2027 WMRP (design-related services only) projects as described herein. Consultant will provide any authorized Services as an extension of the City's staff. In this limited agency role, it is the intent of the parties that Consultant shall not be at risk to the City for or assume any liability for the Services or Equipment provided by others under direct contract, purchase order, or otherwise employed by, or working directly or indirectly for the City. The Design Engineering Consultant has the sole responsibility for the design and Construction Contractors have the sole responsibility for construction of the WMRP and LSLRP. It is understood that Consultant will assist the City in its efforts to implement the WMRP and LSLRP, but that Consultant's services are not intended to, and cannot, eliminate all risk or guarantee an efficient or best value program and/or project.

Contract Renewal. Absent a major change in program scope, and predicated on continued satisfactory performance of Consultant, the Agreement will continue to be extended based on mutual agreement regarding scope of services, staffing, and financial terms for each subsequent extension. Determination of the specific tasks necessary for each subsequent authorization will be agreed to by the City and Consultant prior to the beginning of each extension, subject to approval by the City's Governing Authorities.

Additional Services. It is understood that due to the unknown and changing nature of needs within the City over the term of this Agreement, the types of Consultant services necessary may be changed, modified, or extended beyond the areas defined in the Scope of Services. Only major tasks have been captured in the Scope of Services. It is envisioned that over the course of the program, the City may require support on other initiatives and tasks. At the discretion of the City, and during the completion of the professional services defined in this Agreement, Consultant may be requested to provide additional City-authorized services under an amendment to this Agreement.

Basic Services

The Basic Services to be provided by Consultant are described below and organized under the following Task Series:

TASK SERIES 100 – 2026 WMRP DESIGN RELATED SERVICES
TASK SERIES 200 – 2026 WMRP CONSTRUCTION ADMINISTRATION SERVICES
TASK SERIES 300 – 2026 LSLRP CONSTRUCTION ADMINISTRATION SERVICES
TASK SERIES 400 – 2027 WMRP DESIGN RELATED SERVICES

The title of each Task Series correlates with the City's SRF loan agreements. See the detailed description of the services that Consultant will provide under each Task Series.

It is understood that the City intends to track efforts and costs associated with each task separately. Consultant will confirm the preferred approach for tracking its efforts with the City prior to submitting its first invoice(s).

Task Series 100 – 2026 Design Related Services

Consultant will provide the following services for projects slated to go to construction in 2026 as follows:

Task 101 – Project Initiation

Consultant will complete the following activities to support the City's efforts to initiate the 2026 Construction projects.

A. Distribute Issued for Construction documents to the Construction Contractors. The City will provide the signed and sealed documents to the Consultant for it to distribute to the Construction Contractors.

B. Develop a Project Startup Checklist and track the status of the following documents for each Project:

   i. Notice of Intent to Award
   ii. Notice of Award
   iii. Agreement
   iv. Bonds
   v. Power of Attorney
   vi. Certificate of Insurance

   The City will work directly with the Construction Contractors to finalize executed agreements and associated supporting contract documents. Consultant's role is limited to tracking the status of the above items.

C. Permit and Utility Administration: Compile and become generally familiar with permits and associated requirements for each project prior to the start of construction. Develop tracking

documents and track the status of the following permit and utility requirement documents for each Project, as applicable:

i. IDOT Permits
ii. Railroad Permits
iii. ComEd Requirements
iv. Other Permits

The Design Engineering Consultant is responsible for preparing permit applications and submitting such applications to authorities having jurisdiction (AHJ) during the design phase. Consultant's services do not include preparing permit applications, initiating contact with AHJ, or obtaining permits on behalf of the City or the Construction Contractor(s). During the design phase, the Design Engineering Consultant is also responsible for maintaining a list of permits for each project. Consultant will request the permit list from the City during initiation of the 2026 construction projects. The permit list will be used to support Consultant's general understanding of permit requirements and to identify supporting documentation that needs to be provided to the AHJ by the Construction Contractor(s). If necessary, Consultant will request additional information required by the AHJ from the Construction Contractor(s) for each applicable Project, compile such information, and submit it to the applicable AHJ. Consultant will be available to attend meetings between the AHJ and the Construction Contractor(s) to maintain awareness of information discussed during the meetings.

D. IEPA SRF and WIFIA Loan Requirements: Compile and become generally familiar with the City's IEPA SRF and WIFIA loans associated with the 2026 construction projects prior to the start of construction. Develop tracking documents and track the status of the loans associated with each Project.

The Design Engineering Consultant is responsible for preparing SRF loan applications and submitting such applications to IEPA during the design phase. The City (or its other consultant) is responsible for preparing WIFIA loan applications and submitting such applications to US EPA. Consultant's services do not include preparing loan applications, requesting or obtaining signatures, or serving as point of contact in the City's communications with IEPA or US EPA. The City will provide the executed SRF and/or WIFIA loan agreements to Consultant during initiation of the 2026 construction projects and indicate the project(s) funded by each loan.

E. Project Administration

i. Become generally familiar with the construction drawings and specifications for each project in advance of the start of construction, as well as the existing conditions of each project.
ii. Become generally familiar with the project schedules submitted by the Construction Contractor(s). Review such schedules to check conformance with the

contract documents in regard to Notice to Proceed (NTP), staging, contract milestones, activities accounted for, and project duration (e.g., substantial and final completion).

iii. Setup SharePoint site for project documentation management.
iv. Setup tracking documents for items such as Project Issues, Quantities, Requests for Information, Submittals, Project Delays, and Extras.
v. Prepare Pre-Construction Meeting Agendas for each Project (or groups of projects where a single contractor has multiple projects).
vi. Prepare templates for Weekly Progress Meeting Agendas.
vii. Prepare templates for Pay Estimates, Punchlist, and Project Closeout Checklists.
viii. Update the City's Construction Tracking Dashboard for the 2026 Construction projects.

Task 102 – Meetings

Consultant will participate in meetings as follows:

A. Consultant's project manager will attend up to three (3) meetings with the City and the Design Engineering Consultant. The meetings are anticipated to be planned, scheduled, organized, and conducted by the City.

B. Up to four (4) Consultant staff will attend one (1) Public Open House Meeting that will be planned, organized, scheduled, and conducted by the City.

Task Series 200 – 2026 Construction Administration Services

Consultant will provide staff as defined in the staffing plan to periodically observe, monitor, document, and report the work performed by the Construction Contractor for each of the 2026 construction projects. Services anticipated to be provided include the following:

Task 201 – Project Management Services

Consultant will provide project management for services completed under this Agreement. The Consultant's project manager will be the primary liaison with the City and provide general coordination services to lead a team of Consultant and subconsultant staff. Services anticipated to be provided by Consultant's personnel consist of:

A. Participate in the following regular meetings to establish requirements, maintain alignment, and provide updates:

i. Construction Status Meetings (weekly) between Consultant's project manager and the City's construction manager.
ii. Construction Progress Meetings (Weekly) with the City and each contractor.
iii. WMRP Status Check In (Monthly) with the City and the Design Engineering Consultant.

iv. Program Status Check Ins (Quarterly) with the City's water utility leadership and Consultant's leadership team.

B. Periodic monitoring of program status, progress, and Consultant personnel assigned.

C. Submit a status report monthly summarizing the cost and schedule of each of the 2026 projects. In addition, the Consultant will provide the City with weekly progress reports providing updates on the work completed that week and projected for the following week on each project.

D. Monthly Invoicing and Documentation – Consultant will provide project administration for services completed under this Agreement. Prepare and issue monthly invoices for services rendered with supporting cost backup and status documentation.

E. Prepare a scope, budget, schedule, and agreement for Consultant's subconsultants. Conduct meetings as required to prepare subconsultant agreements; review services, work products, and deliverables; and to execute defined scope of work. Provide administration of subconsultant agreements including review of services, work products, and deliverables; subconsultant invoices; and schedule maintenance.

Task 202 – Program Administration Services

Consultant will work with the City to provide administration services described below to support data management and monitoring and reporting for the Program status and progress.

A. Document Management – Consultant will maintain a SharePoint site to store project related documentation, organized by individual construction project. At the completion of all 2026 construction projects, the SharePoint folder will be shared with the City so the City can download the documents for their files.

B. Project Status Updates via ArcGIS Online Dashboards– Consultant will provide a status summary for each project weekly on the City's HUB Dashboard. Consultant will periodically update the City's HUB Dashboard with information provided by the City and Design Engineering Consultant for the current and upcoming construction season. This information will consist of resident notifications and project updates.

C. GIS Data Processing and Reporting – Each Construction Contractor is responsible for using GPS units to collect GPS coordinates of the water main and appurtenances as they are being installed. They are also responsible for uploading this data to the City's GIS. The Consultant will:

i. Periodically check to confirm that Construction Contractors are collecting GPS coordinates and uploading the data to the City's GIS. This check will generally occur every day during a normal work week.
ii. Connect the linework in the City's GIS. This will generally occur every day during a normal work week.

iii. Provide regular GIS data status reports to the City. This will generally occur weekly.
iv. Be available to communicate with new Construction Contractors who do not already have an account and are not familiar with the process.
v. Notify the City when water main and service installation is complete on a project so the City can prepare to finalize updates to the GIS for that project into their systems.

D. SRF Loan Documentation – Based on information in the contract documents and documentation provided by the City and the Construction Contractor(s), Consultant will prepare and submit documentation associated with project initiation, disbursement requests, and project closeout. Documents will be prepared for the City's signature and, upon the City's approval, submitted to IEPA. These efforts will consist of:

i. Documents prior to the first disbursement:
    i. Budget Supplement Form
    ii. Executed construction contracts
    iii. Apprenticeship Initiative Forms
    iv. Signage Requirement Certificate of Completion Form
ii. Monthly disbursement requests with supporting documentation
iii. Quarterly apprenticeship reports with supporting documentation
iv. Final disbursement request with supporting documentation
v. Loan closing documents

Conforming to construction record drawings are required to close the loan(s). The Design Engineering Consultant is responsible for completing the conforming to construction record drawings. The Consultant will submit conforming to construction record drawings for each construction project to IEPA following receipt of such documents from the City.

E. WIFIA Loan Documentation – Based on information in the contract documents and documentation provided by Construction Contractor(s), Consultant will compile and provide information to the City related to WIFIA loan documentation. Information and documents will be compiled and provided to the City for the City to submit to US EPA. These efforts will consist of:

i. Provide information for quarterly WIFIA construction progress reports such as project status, percent complete and costs incurred.
ii. Compile AIS documentation.
iii. Check that WIFIA signage is visible on sight and alert Construction Contractor(s) if signage needs to be installed.
iv. Perform quarterly project-site Davis-Bacon interviews and complete interview form.
v. If requested by the City, be available to participate during meetings related to WIFIA and/or AIS audits to maintain general awareness of information discussed.

Task 203 – WMRP Construction Administration Services

Consultant will provide the following administrative services to support the City's implementation of WMRP projects.

A. Pre-Construction Meetings – Consultant will prepare for and conduct a preconstruction meeting for each project. Following the meeting, Consultant will distribute meeting notes to meeting participants via email.

B. Submittals and Request for Information (RFI) – Consultant will log, review, and distribute responses to submittals and RFI for each construction project. Consultant's review is solely to check for conformance with the contract documents. The City's Design Engineering Consultant will consult on and provide responses for submittals or RFI that require interpretation of the design.

C. Construction Layout – Consultant's subconsultant will provide one round of construction layout for the water main for each 2026 project based on water main alignment information provided by the City. The objective of the construction layout is to stake the general horizontal water main alignment to provide a way to visualize its proposed location in the field. The layout effort will include marking the approximate horizontal locations of sanitary sewer services in the general vicinity of where the service(s) cross the proposed water main alignment based on documentation provided by the City. The vertical elevation of the proposed water main will not be included in the layout and no other existing utilities will be marked. The Construction Contractor(s) is responsible for determining if the proposed water main alignment presents a conflict with existing utilities and requesting changes to the alignment, subject to the City's review and approval.

D. Construction Observation – Consultant will provide a project manager who will oversee a team of field staff to periodically observe, monitor, and document the work performed by the Construction Contractor(s). Consultant's project manager will maintain a staffing plan for personnel assigned. Based on how work proceeds under various projects and Consultant's staffing needs, it may be necessary for Consultant to periodically adjust the staffing plan. Staffing changes will be communicated to the City for awareness.

   Consultant's budget includes providing construction observation for 8 hours per day Monday through Friday on each project based on the project durations provided by the City. Consultant has included an allowance to accommodate time required above this allotted amount (including but not limited to overtime hours). Additional hours will be tracked by project and communicated to the City on a monthly basis. As budget is expended on each project, amendments will be prepared for processing by the City to add additional budget to cover the remainder of the construction project.

   The field staff assigned will complete the following activities:

i. Be generally present during normal working hours (within the 8 hour per day budgeted allotment) to periodically observe, monitor, and document the work performed by the Construction Contractor(s).

ii. After construction layout has been completed, make efforts to identify potential conflicts not identified in the design drawings and communicate such issues to the Construction Contractor(s) to support their efforts to adjust the layout as necessary. Any adjustments to the water main alignment are subject to the City's review and approval.

iii. Complete daily reports providing general documentation of activities that occurred. All daily reports will be digitized and included in the project files.

iv. Complete maintenance of traffic inspection reports. This will generally occur every day during a normal work week.

v. Complete erosion control inspection reports. This will generally occur weekly and within 24 hours of a significant rain event.

vi. Track pay item quantities installed each day and at the completion of that day, discuss the quantities installed with the contractor.

vii. Receive the Construction Contractor(s) requests to schedule water main testing and sampling and communicate such requests to the City.

viii. Document the results of water main and sanitary sewer testing.

E. Contractor Payment Applications and Potential Change Orders – Consultant will review pay applications submitted by the Construction Contractor(s) to confirm that the quantities requested for payment are in alignment with the quantities that have been agreed to between the Construction Contractor and the Consultant's field team. Once pay applications have been deemed acceptable, Consultant will submit the pay application to the City along with a Letter of Recommendation for payment for the City to process. Consultant will also review potential change orders submitted by the contractors. Each potential change order will be evaluated for overall impact on the project budget and to understand its merit considering contract requirements. Potential Change Orders that are determined to be reasonable will be submitted to the City along with a letter of recommendation from the Consultant.

F. Project Closeout

i. Following notification by the Construction Contractor(s) that a project has been completed, Consultant will schedule and conduct a punch list walk through, utilizing the checklist developed in Task 100, for each construction project with representatives from the City and the Construction Contractor(s). The punch list will be distributed to all participants of the walk through. Once the Construction

Contractor has indicated that all items have been completed, the Consultant will visit the site to check that items noted on the punch list were addressed.

ii. Review the Construction Contractor final quantities, extra work orders, and time extensions for agreement and approval. Consultant will prepare final documentation including final change order, certificates of Substantial and Final Completion, and the final pay estimate. Closeout documentation will follow the checklist developed in Task 100.

iii. Request redline drawings from the Construction Contractor and provide the drawings to the City upon receipt. The City will work directly with the City's Design Engineering Consultant to complete conforming to construction record drawings for each construction project.

iv. If requested by the City, Consultant can be available to participate during IEPA final inspections related to the SRF loan(s) to maintain general awareness of information discussed.

Task 204 – Warranty Period Observations

The Consultant will periodically monitor the status of open construction concerns related to projects completed during previous construction seasons which are in the warranty period and periodically discuss the concerns with the City. At the City's request, the Consultant will schedule a site visit to the previously completed project(s) for the purpose of observing and documenting open construction concerns noted. The Consultant will complete the site visit when its field staff have availability. The Consultant will meet with the City to discuss observations noted during the site visit(s). Following a meeting with the City, the Consultant will issue communications to the Construction Contractor(s) requesting that they address issues noted. Following the Construction Contractor(s) notification that the issues have been addressed, the Consultant will visit the site(s) to document the actions completed.

Task Series 300 – 2026 LSLRP Administration Services

Lead service lines will occasionally be replaced as part of the WMRP contracts. Consultant will provide the following services associated with the replacement of lead service lines encountered during the WMRP contracts.

Construction Observation:

- Periodically visually observe and document the work performed by the Construction Contractors.
- Document quantities to the point of delivery.

GIS Data Processing and Reporting:

- Update the City's GIS to reflect material of construction based on the observations in the field.
- Initiate and close work orders in VueWorks.

SRF Loan Documentation:

Based on information in the contract documents and documentation provided by the City and the Construction Contractor(s), Consultant will prepare and submit documentation associated with disbursement requests. Documents will be prepared for the City's signature and, upon the City's approval, submitted to IEPA. These efforts will consist of:

- Monthly disbursement requests with supporting documentation
- Final disbursement request with supporting documentation
- Loan closing documents

Task Series 400 – 2027 Design Engineering Services

Consultant will provide the following services for projects slated to go to construction in 2027 as follows:

Task 401 – Constructability Review

The City will provide the prefinal (60%) design drawings for the 2027 WMRP projects prepared by the Design Engineering Consultant to the Consultant. Consultant will review the drawings to gain a general understanding of the design development of 2027 WMRP projects. City and Consultant agree that such review, inspection, or observation is solely for the purpose of understanding the project or related information and work product. Following its review, Consultant will prepare a summary of comments related to potential opportunities pertaining to constructability. Comments will be provided for the City's consideration, decision, and action. Consultant will also participate in a meeting with City staff to discuss the comments.

Consultant's review of design documents prepared by others is solely to provide the City with opinions and/or considerations that the City may or may not want to consider. No action or implementation regarding any opinion, recommendation, or observation expressed should be implemented without the involvement of the third-party Design Engineering Consultant.

City's Responsibilities

City will furnish the following items, as required by the Basic Scope of Services:

A. Designate a contact person to act on behalf of the City with respect to management of this Consultant contract.

B. Furnish, as requested by the Consultant for performance of services the following:

   i. All City's standard documents and procedures pertaining to WMRP activity;

ii. Timely written notice of potential program or project schedule delays caused by funding or other City constraints or decisions;

iii. Data and information applicable to the WMRP prepared by or resulting from services of others including contracts, planning, design and construction documents;

C. Provide access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

D. Provide, as may be required for WMRP:

i. Accounting, bond and financial advisory, independent and insurance counseling services;

ii. Such legal services as City may require or Consultant may reasonably request regarding legal issues pertaining to WMRP, including any that may be raised by professional service providers or Construction Contractors;

iii. Such auditing services as City may require to ascertain how or for what purpose service providers or Construction Contractors have used the moneys paid on account for their Contract Price; and

iv. Funding and payment of any required geotechnical investigation, materials testing, and environmental assessment services;

v. Bear all costs incidental to compliance with the requirements of the City's Responsibilities.

E. Provide the services of at least one City employee who has the right of entry to and knowledge of existing City facilities. Site visits will be required on multiple occasions over the course of the Project.

F. Operate all existing equipment, valves, or other systems necessary for operations, functional or performance testing.

G. City shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by or through City to Consultant pursuant to this Agreement. Consultant may use such requirements, reports, data, and information in performing or furnishing services under this Agreement without independently verifying the accuracy, completeness, or currentness of such information.

H. Advise Consultant of the identity and scope of services of any independent consultants, designers, contractors, construction managers, or other third parties employed by City to perform or furnish services in regard to the Program or a Specific Project, and define and set forth in writing the duties, responsibilities, and limitations of authority of such other parties and the relation thereof to the duties, responsibilities, and authority of Consultant.

I. Public advertisement and procurement of WRMP projects.

J. Payment of regulatory and permitting fees.

K. Fees associated with project, document, or data management systems.

Clarifications

The following clarifications and assumptions apply to this scope of services:

A. The City acknowledges that Consultant monitoring of the work performed by the Construction Contractor will be periodic and limited by what the Consultant staff can visually observe and that Consultant will not visually observe all work performed. This could be attributed to multiple crews or contractors working, in-person progress meetings located off-site, or any number of other reasons. Additional staff can be added as an additional fee.

B. Consultant's sole responsibility during the construction phase of a Specific Project will be to observe and report the execution of the Specific Project. Consultant shall not supervise, direct, or have control over a Construction Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Construction Contractor, for safety or security at the Site, for safety precautions and programs incident to a Construction Contractor's work in progress, or for any failure of a Construction Contractor to comply with Laws and Regulations applicable to a Construction Contractor's furnishing and performing the work. Consultant shall not have the authority to direct, control or stop the work of City's Contractors, Design Professionals, or consultants or their respective employees, subcontractors, agents, or vendors. City shall advise City's Design Professionals and Construction Contractors regarding Consultant's authority.

C. Consultant neither guarantees the performance of any Design Professional, Contractor, or third party, nor assumes responsibility for any Design Professional's, Contractor's, or third party's failure to furnish and perform the work in accordance with the Contract Documents. Consultant is not expected to validate or confirm the accuracy, adequacy, completeness, or suitability of any third-party' work or work product nor is Consultant under a duty to discover all discrepancies, ambiguities, defects, or issues with any third-party work or work product. Consultant does not guarantee or warrant the budgets, schedules, or performance of or the work, work product, or deliverables of any of Design Professionals, Contractors, or the performance or actions of any third-parties relating to the Project or the Work. The City will look solely to the Design Engineering Consultant or Construction Contractors or other third-party for any deficiencies or defects in the work or work product. The City will provide a waiver for any claims or liabilities arising out of or related to any third-party work or work product.

D. Consultant will only enter the residences of private property owners at the direction of the Contractor or City staff and only with the Contractor or a member of City staff present. Consultant is not obligated to observe unsafe conditions or enter properties that may be unsafe. This includes, but is not limited to, the following: violent animals, residents displaying unsafe behaviors in the sole discretion of Consultant, noxious fumes, cluttered homes, or any other perceived or observed situations that Consultant determines makes entry unsuitable.

E. The City will be responsible for outreach to residents, and in the event of non-responsive property owners, the City will issue the IDPH Waiver of Full Lead Service Line Replacement.

F. Conflicts and disputes with residents, property owners, or businesses and any of their complaints directed to Consultant related to the project will be referred to the City. Consultant will not resolve property owner disputes regarding contractor actions in carrying out work. The City will retain final decision-making authority regarding adequacy of contractor performance and resolution of resident or property owner complaints.

G. Consultant will not provide building inspection, health and safety inspection, or plumbing inspection services, as these tasks will be performed by the City if and when required. Consultant's services are solely for the purpose of monitoring and observing that the work performed by the City's contractors is in general conformance with the contract documents and so advising City. Consultant's personnel are not licensed plumbers or building inspectors, and Consultant's services are not for the purpose of confirming that work performed is in accordance with building codes and/or ordinances or any professional standards. Consultant does not have a duty to discover, but will periodically note conditions observed on private property, including but not limited to foundation cracks or deterioration, drainage problems, plumbing defects, leaks, or others to the City's building inspector for further assessment and resolution.

End of Scope of Services

ATTACHMENT B BASIS OF COMPENSATION

Attachment B

WATER MAIN AND LEAD WATER SERVICE REPLACEMENT PROGRAM
CONSTRUCTION ENGINEERING SERVICES
BASIS OF COMPENSATION: SERVICES THROUGH DECEMBER 31, 2026

The fee for the **Consultant's** basic services shall consist of:

1.	Prime Consultant Fee		
	a. Consultant Labor Fee	$3,006,778.00	
	b. Reimbursable Direct Costs (RDC)	$152,850.00	
	c. Consultant Sub-Total (1a. + 1b.)		$3,159,628.00
2.	Sub-Consultant Fees		
	a. Environmental Design International, Inc.		
	Direct Labor Costs (DLC)	$121,440.00	
	Overall Multiplier (OM) 2.85		
	Consultant Labor Fee	$346,104.00	
	Reimbursable Direct Costs (RDC)	$36,000.00	
	b. American Veteran Engineering, PLLC		
	Direct Labor Costs (DLC)	$83,720.00	
	Overall Multiplier (OM) 2.73		
	Consultant Labor Fee	$228,555.60	
	Reimbursable Direct Costs (RDC)	$18,000.00	
	c. Reach Grow Exceed Engineering		
	Direct Labor Costs (DLC)	$125,640.00	
	Overall Multiplier (OM) 2.26		
	Consultant Labor Fee	$283,226.48	
	Reimbursable Direct Costs (RDC)	$28,350.00	
	d. DLZ Corporation		
	Consultant Labor Fee	$174,028.80	
	Reimbursable Direct Costs (RDC)	$--	
3.	Additional City-Authorized Services		$300,000.00
	Allowance for 2026 Construction Season		
4.	**TOTAL CONTRACT, NOT TO EXCEED**		**$4,573,892.88**

Reimbursement for meals shall not exceed $45 per person per day. The amount listed shall be considered a “not to exceed” amount. Travel outside of the City boundaries shall be approved in advance.

Invoices shall be serially numbered from number 1, labeled with the Purchase Order number, and annotated as either a “Progress Payment” or “Final Payment”. Invoices shall be emailed in PDF format to the Deputy Director of Public Utilities - Engineering.

The City has multiple IEPA SRF Loans (6077, 6078 and 6080) which will be utilized to cover the Consultant’s fee. The Consultant’s Total Contract, Not to Exceed fee (Item #4 above) is broken down in the following table based on the specific loan as well as design and construction costs:

LOAN #	SERVICES	FEE
6077	2026 WMRP Design Related Services	$110,400.00
6077	2026 WMRP Construction Administration Services	$4,413,492.88
6080	2026 LSLRP Construction Administration Services	$25,000.00
6078	2027 WMRP Design Related Services	$25,000.00
	TOTAL NOT TO EXCEED	**$4,573,892.88**

Burns & McDonnell
Schedule of Hourly Professional Service Billing Rates

Position Classification	Hourly Billing Rate
Admin Assistant	$96.00
Project Assistant	$120.00
Project Coordinator	$150.00
Project Accountant	$161.00
Financal Analyst	$195.00
Construction Coordinator	$161.00
Construction Project Manager I	$173.00
Construction Project Manager II	$222.00
Construction Project Manager III	$261.00
Construction Project Manager IV	$279.00
Engineer I	$166.00
Engineer II	$204.00
Engineer III	$243.00
Engineer IV	$278.00
Engineer V	$282.00
Project Manager I	$219.00
Project Manager II	$239.00
Project Manager III	$261.00
Project Manager IV	$284.00
Project Director	$295.00
Project Controls Specialist I	$158.00
Project Controls Specialist II	$199.00
Project Controls Specialist III	$255.00
Project Controls Specialist IV	$269.00
Project Controls Specialist V	$277.00
Resident Representative I	$135.00
Resident Representative II	$150.00
Resident Representative III	$175.00
Resident Representative IV	$195.00
Resident Representative V	$225.00
Intern	$119.00
Burns & McDonnell India	$105.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system or project role.

2. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

3. The rates shown above are effective for services through December 31, 2026, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

Form CBMR_JOL26

ATTACHMENT C PROJECT SCHEDULE

Attachment C
WATER MAIN AND LEAD WATER SERVICE REPLACEMENT PROGRAM
CONSTRUCTION ENGINEERING SERVICES
PROJECT SCHEDULE: SERVICES THROUGH DECEMBER 31, 2026

Professional consulting construction engineering services associated with the Water Main and Lead Water Service Replacement Programs.

Consultant's services under this Agreement are anticipated to be provided during the period of January 1, 2026 to February 28, 2027 (the contract period). Consultant will provide its services as described in Attachment A generally following the project staffing plan with adjustments as necessary based on the WMRP project schedules. Changes in project schedules or other factors may require Consultant to continue to provide its services after the end of the contract period. Consultant may continue its services after the end of the contract period using remaining available funds up to the approved contract maximum limit. If additional funds are required for Consultant to continue providing its services, such continuation of services will be designated as Additional Services and described in an amendment to the original agreement, subject to the City's approval.

ATTACHMENT D WIFIA CONTRACT LANGUAGE

WIFIA Specification Package and Bid Contract Language

Last Updated: May 2025

AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The Contractor acknowledges to and for the benefit of the Grand Prairie Water Commission ("Purchaser") and the United States Environmental Protection Agency ("EPA") that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third- party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

BUILD AMERICA, BUY AMERICA ACT

Other language may be included on contracts for clarity on this federal requirement if an applicable waiver applies. For example, if the WIFIA program has determined program waiver coverage, indicate in contract documents, "This Project is covered under the WIFIA Program Waiver (June 22, 2022), which waives BABA requirements."

~~**Build America, Buy America** (Effective May 14, 2022)~~

~~The Contractor acknowledges to and for the benefit of _ ("Purchaser") and the United States Environmental Protection Agency ("EPA") that it understands the goods and services under this Agreement are being funded with federal monies made available by the Water Infrastructure Finance and Innovation Act program of EPA that have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Purchaser or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.~~

LABOR LAWS AND STANDARDS

The language below reflects the August 2023 updates to the Davis Bacon regulations.

Contract provisions and related matters.

a) *Required contract clauses.* The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided,* That such modifications are first approved by the Department of Labor):

(1) *Minimum wages —*

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period

that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) *Withholding —*

(i) *Withholding requirements.* The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds until such violations have ceased.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) *Records and certified payrolls —*

(i) *Basic record requirements —*

(A) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements —*

(A) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of

agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or

subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or

both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity —*

(i) *Apprentices —*

(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any

proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages —*

(i) *Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
(B) A contracting agency for its reprocurement costs;
(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
(D) A contractor's assignee(s);
(E) A contractor's successor(s); or
(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.*
(i) It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for: Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
(iv) Informing any other person about their rights under CWHSSA or this part.

c) *CWHSSA required records clause.* In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or

subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, "covered telecommunications equipment or services" means:

a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
c) Telecommunications or video surveillance services provided by such entities or using such equipment.
d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
e) The Act does not prohibit:
f) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
g) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

CIVIL RIGHTS, NONDISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES

AGE DISCRIMINATION ACT, SECTION 504 OF THE REHABILITATION ACT, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND SECTION 13 OF THE CLEAN WATER ACT

CIVIL RIGHTS OBLIGATIONS. Contractor shall comply with the following federal non-discrimination requirements:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, *et. seq)*
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR
- 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
- The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 *et. seq)*
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- 40 CFR Part 7, as it relates to the foregoing.

EQUAL EMPLOYMENT OPPORTUNITY

Note the language below include 41 CFR 60 contract language for: EEO, Standard Federal Equal Employment Opportunity Construction Contract Specifications*, and* Segregated Facilities.

Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, revokes Executive Order 11246, Equal Employment Opportunity. However, the Department of Labor issued regulations implementing certain sections of the EO 11246 at 41 CFR part 60. Until DOL revokes these regulations, they remain effective law and compliance is required. Note that the required contract language references the revoked EO 11246 in several places. Though the language is required, any mention of EO 11246 can be disregarded.

Equal Employment Opportunity (EEO). The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965)

Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

Standard Federal Equal Employment Opportunity Construction Contract Specifications. (41 CFR 60-4.3)

2) As used in these specifications:
   f) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   g) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   h) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   i) "Minority" includes:
      i)Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

   2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
    a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
    c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
    d) Provide immediate written notification to the Director when the union or unions with which the

Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific

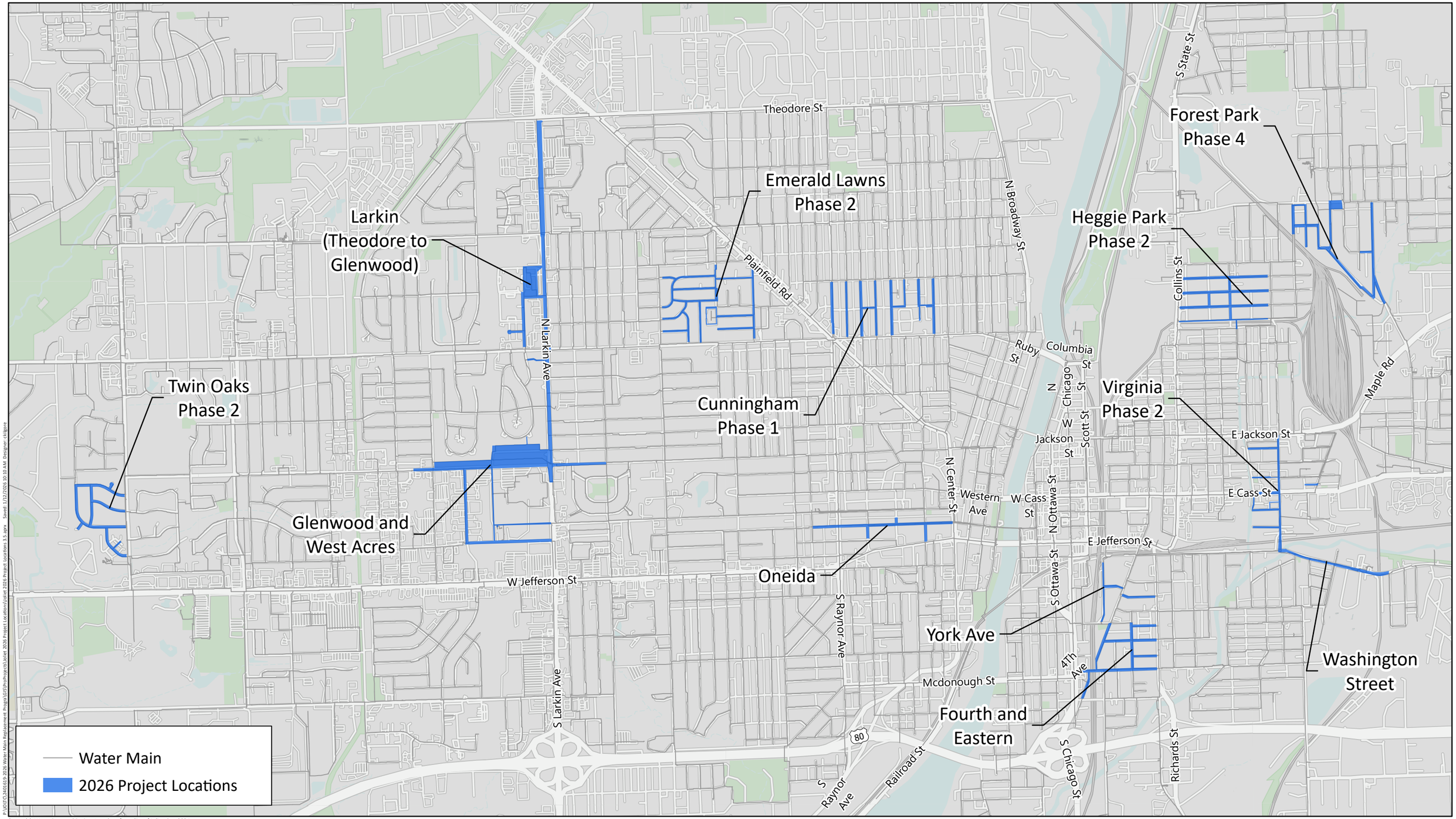
affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Segregated Facilities. (41 CFR 60-1.8) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

2026 WATER MAIN IMPROVEMENT AREAS

City of Joliet, Illinois



Source(s): Water Data and Project Locations from City of Joliet, Dec 2024.

N

Not to Scale

BAXTER & WOODMAN Consulting Engineers

P:\JOLIT\J401619-2026 Water Main Replacement Program\GIS\Projects\Joliet 2026 Project Locations\Joliet 2026 Project Locations 3.5.aprx Saved: 1/12/2026 10:10 AM Designer: ckilgore

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 104-26

File ID: 104-26 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: Public Utilities **Final Action:**

Title: Award of Professional Services Agreement for Construction Related Engineering Services for the 2026 Water Main Replacement Program and the 2026 Lead Water Service Line Replacement Program to Burns & McDonnell Engineering Company Inc. in the Amount of $4,573,892.88

Agenda Date: 02/03/2026

Attachments: BMcD 2026 WMRP COJ Full Contract Compiled
2026-01-22, 2026 WM Project Locations

Entered by: aanczer@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/23/2026	Allison Swisher	Approve	1/27/2026
1	2	1/23/2026	Kevin Sing	Approve	1/27/2026
1	3	1/24/2026	Todd Lenzie	Approve	1/27/2026
1	4	1/30/2026	Beth Beatty	Approve	1/28/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 105-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Jeff Carey, Chief of Fire

SUBJECT:
Purchase of Four (4) Complete Horton Ambulances from Foster Coach in the amount of $1,571,356.00 for Budget Years 2027 - 2028

BACKGROUND:
The Joliet Fire Department and Fleet Services has developed a schedule for equipment replacement over the next 5 years. Currently, six (6) units on order expected for delivery in 2027 (CM #571-24 & 573-24). These six (6) units correspond to budget years 2024-2026. This request pertains to replacements scheduled for budget years 2027-2028. Currently, new ambulances require approximately 30-36 months for production. As result, a unit ordered today would not be delivered until late-2028 at the earliest. The future four (4) units will not be paid for until they are received. By placing an order now, the City of Joliet will remain on plan and avoid expected annual increases. Following discussions with the Finance Director, future five-year capital plans will indicate that these items have been already approved and ordered.

The Public Safety Committee will review matter.

CONCLUSION:
The City of Joliet has standardized their Ambulance purchases to Horton Emergency Vehicles in prior years. Fleet Services and the Joliet Fire Department interviewed several other builders using exact specifications from previous Joliet Fire Department purchases. Most vendors were unable to meet required safety standards and testing. The one supplier that did submit a competing bid was 15% higher in cost. Foster Coach is the area distributor for Horton Ambulances and has a long-standing record of providing superior service to the City. In previous years they were the only bidder to meet equipment specifications, which led to this standardization. Additionally, Horton is a Sourcewell participating supplier and utilizes government standardized pricing.

Sufficient funding will exist in the Capital Improvements / Fire Department Fund (Org 30070020; Object: 557500) for this purchase in the 2027 - 2028 forecasted budgets, payable in 2028 and 2029 respectively upon completion on the units.

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. One of these circumstances applies:

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

RECOMMENDATION:

Based upon the above, it is recommended that the Mayor and City Council approve the purchase of the four (4) Horton Ambulance bodies from Foster Coach utilizing the future available funds for $1,157,356.00.

powered by Legistar™

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276
(800) 369-4215
Fax: (815) 625-7222
Web site: www.fostercoach.com

PF01298

QUOTATION

TO: JOLIET FIRE DEPARTMENT
101 EAST CLINTON STREET
JOLIET, IL 60432

DATE: 01/22/26

ATTN: JEFF PRICE

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
4	2027+ FORD F550 CHASSIS ON A CUSTOM HORTON CONVERSION PER CUSTOMER SPECIFICATIONS	$ 394,839.00	$ 1,579,356.00
4	MULTI UNIT DISCOUNT	$ -2,000.00	$ -8,000.00
		$ Total	$ 1,571,356.00

ACCEPTED BY:_____

TITLE:_____ Date:_____

ESTIMATED DELIVERY:
2.5-3+ YEARS DEPENDING ON CHASSIS/BACKLOG

PROPOSED BY:_____
P.J. FOSTER, VICE PRESIDENT OF SALES

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 105-26

File ID: 105-26 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/23/2026

Department: **Final Action:**

Title: Purchase of Four (4) Complete Horton Ambulances from Foster Coach in the amount of $1,571,356.00 for Budget Years 2027 - 2028

Agenda Date: 02/03/2026

Attachments: Joliet Quote 4 units 1-22-26.pdf

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/26/2026	Jeff Carey	Approve	1/28/2026
1	2	1/26/2026	Kevin Sing	Approve	1/28/2026
1	3	1/27/2026	Todd Lenzie	Approve	1/28/2026
1	4	1/30/2026	Beth Beatty	Approve	1/29/2026

Memo

File #: 107-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinance Approving an Amendment to the Final Planned Unit Development of Prairie Landing Subdivision (Ordinance #18739) to Allow Additional House Plans (PUD-1-26)

BACKGROUND:
The petitioner and homebuilder, D.R. Horton Inc., is requesting to add two additional house models to the set of approved house plans for Prairie Landing Subdivision.

In April 2025, City Council approved the Final Planned Unit Development of Prairie Landing Subdivision, which is located on the east side of Essington Road at Old Castle Road. The subdivision contains 120 single-family lots, a small park lot, and multiple storm detention areas. Three house models, with ten total elevations, were approved with the Planned Unit Development; all models are two-story homes. The petitioner requests to add two one-story house models with eight total elevations. This request requires an amendment to the Planned Unit Development because the proposed models differ in the number of stories from the approved house plans. This request does not change any other characteristic of the Planned Unit Development, such as number of lots, density, lot size, or overall site layout.

The petitioner requests to add the one-story models due to market interest for this size and style of home. Prairie Landing is a new subdivision, with home construction recently begun in November 2025. If the request is approved, the additional plans will be available to almost all prospective home buyers for the subdivision.

The previously approved house models are two-story homes with living areas between 2,000 and 2,600 square feet. The houses include four to five bedrooms, two-and-a-half bathrooms, and attached two-car garages. The two proposed models are one-story homes that have the same architectural style and roof pitch as the approved plans. One model has around 1,700 square feet of living area and contains four bedrooms, while the second model has around 1,500 square feet of living area and contains three bedrooms. Both models include attached two-car garages. Elevations of the approved and proposed plans are included as an attachment.

The residential design standards in the Zoning Ordinance require 50 percent of the front elevations of at least 50 percent of the detached single-family dwelling units in a new residential subdivision to be comprised of brick or stone. As part of the PUD request, the petitioner received approval of a variation from this requirement to allow 25 percent of the front elevations of 100 percent of the dwelling units to be brick or stone. The approved two-story house plans include between 25 and 41 percent brick or stone on their front elevations. The proposed one-story house elevations all meet or

exceed the requirement of 25 percent brick or stone on the front façade.

PLAN COMMISSION PUBLIC HEARING:
The Plan Commission held a public hearing on this matter at their meeting on January 15, 2026. Steve Bauer, petitioner with D.R. Horton Inc., represented the petition. Three people spoke at the meeting, one in opposition to the petition and two with questions or concerns about the subdivision. Meeting minutes are attached.

RECOMMENDATION OF THE PLAN COMMISSION:
Jeff Crompton moved that the Plan Commission recommend approval of the amendment to the Final Planned Unit Development of Prairie Landing Subdivision (Ordinance #18739) to allow additional house plans, located at 2200 Essington Road.

Debbie Radakovich seconded the motion, which passed with seven (7) aye votes and zero (0) nay votes. Voting aye were: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr, and Turk. Voting nay were: none. Absent were: Martin and Perez.

RECOMMENDATION:
Staff concurs with the recommendation of the Plan Commission and recommends that the Mayor and City Council approve the following:

1. Ordinance Approving an Amendment to the Final Planned Unit Development of Prairie Landing Subdivision (Ordinance #18739) to Allow Additional House Plans

ORDINANCE NO. _____

AN ORDINANCE GRANTING AN AMENDMENT TO A PLANNED UNIT DEVELOPMENT (Prairie Landing Subdivision)

WHEREAS, the City of Joliet adopted Ordinance No. 18739 on April 15, 2025, which approved the Final Planned Unit Development of Prairie Landing Subdivision, located at 2200 Essington Road; and

WHEREAS, the Final Planned Unit Development of Prairie Landing Subdivision included a set of house plans comprised of three models with ten total elevations; and

WHEREAS, the owner and homebuilder, D.R. Horton Inc., seeks to add additional house models to the set of approved house plans.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The first amendment to the Final Planned Unit Development of Prairie Landing Subdivision to allow additional house plans is hereby approved, subject to the conditions set forth in Exhibit "A" if any. The additional house plans, which include two models with eight total elevations, are attached.

SECTION 2: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3: This Ordinance shall be in effect upon its passage.

PASSED this ___ day of _____, 2026

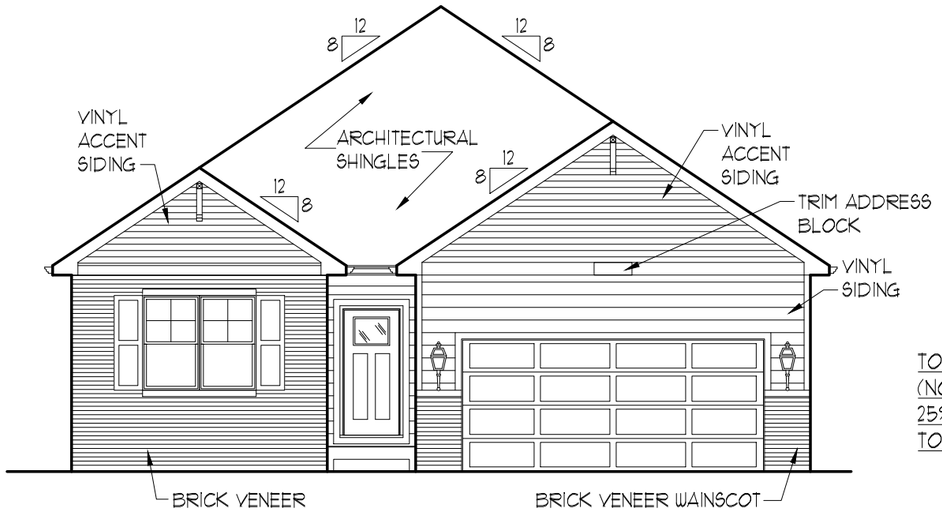
MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

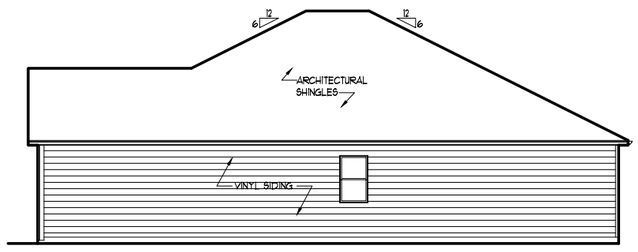
NOT VOTING: _____

SUBDIVISION: Prairie Landing Subdivision, a Planned Unit Development
PIN: 06-03-36-100-033-0000
PLAN COMMISSION APPROVED: Yes
CONDITIONS IMPOSED: No
CED DOC. NO.: PUD-1-26

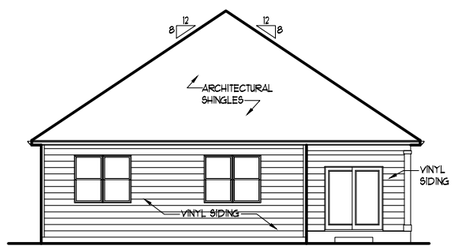


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 338.28 SQ. FT.
25% OF SIDEABLE AREA= 84.57 SQ. FT.
TOTAL MASONRY AREA = 124.69 SQ. FT. (36.9%)

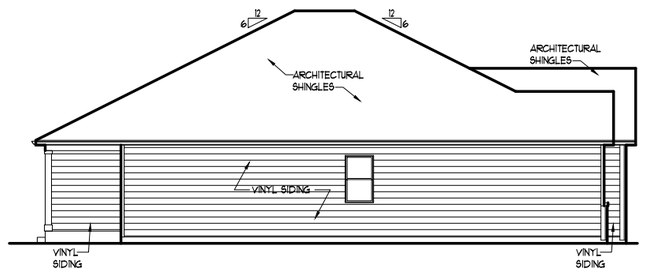
ELEVATION "A4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X422

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

D·R·HORTON® DHI Listed NYSE
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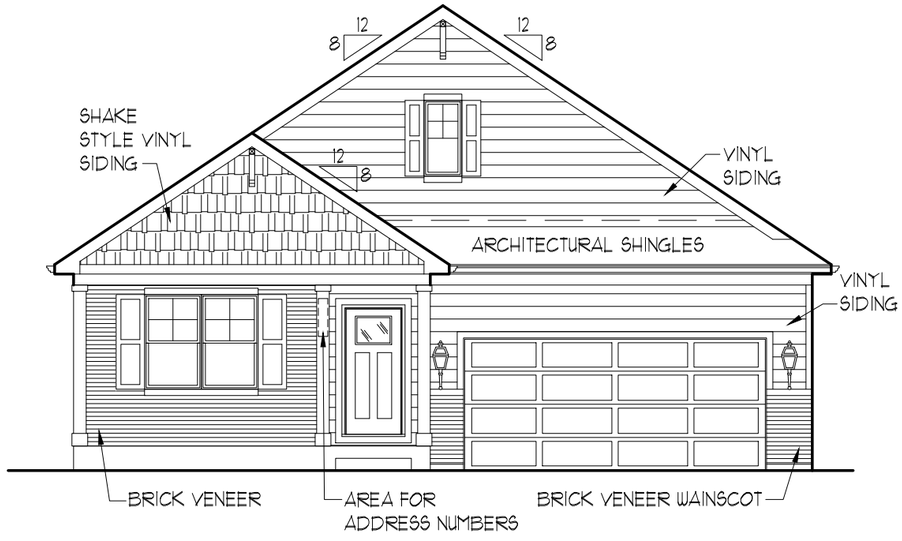
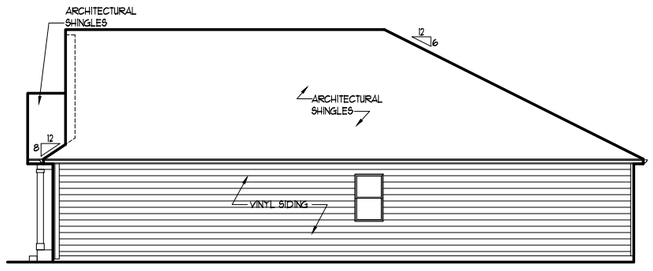
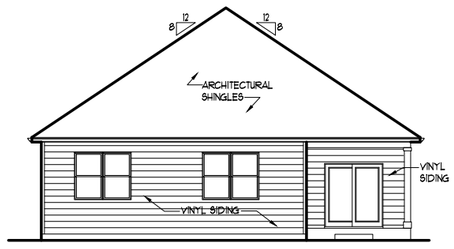


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 419.42 SQ. FT.
25% OF SIDEABLE AREA= 104.86 SQ. FT.
TOTAL MASONRY AREA = 111.12 SQ. FT. (26.5%)

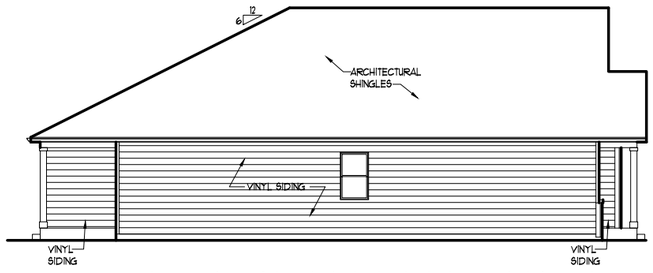
ELEVATION "B4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X422

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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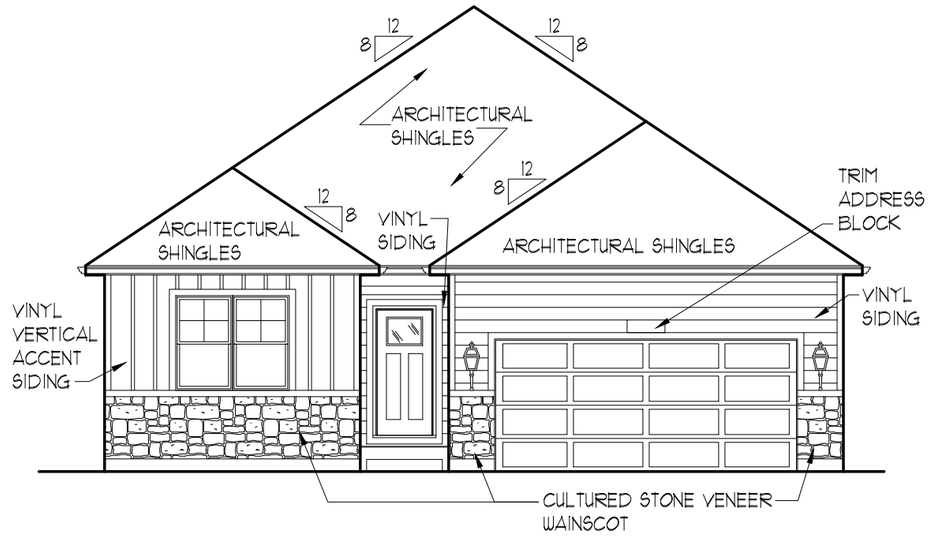
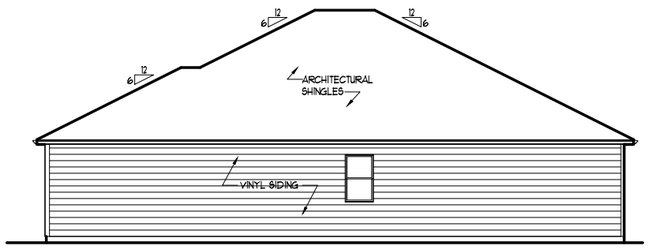
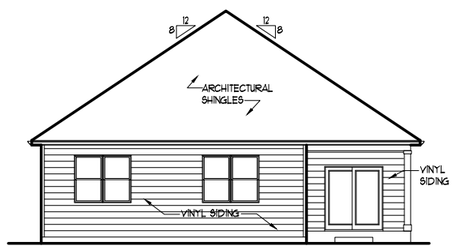


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 221.17 SQ. FT.
25% OF SIDEABLE AREA= 55.29 SQ. FT.
TOTAL MASONRY AREA = 66.46 SQ. FT. (30.5%)

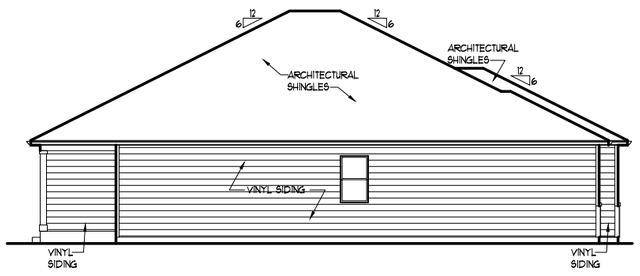
ELEVATION "C3"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X422

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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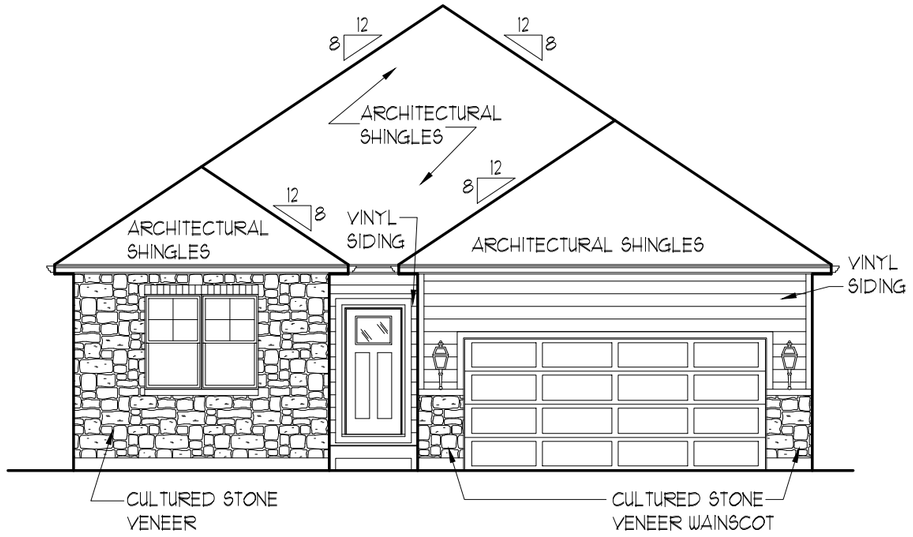
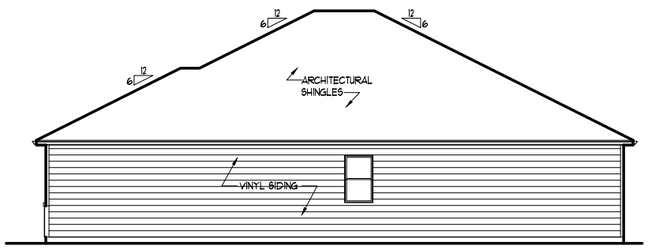
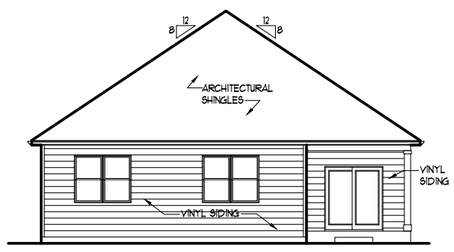


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 221.17 SQ. FT.
25% OF SIDEABLE AREA= 55.29 SQ. FT.
TOTAL MASONRY AREA = 118.58 SQ. FT. (53.6%)

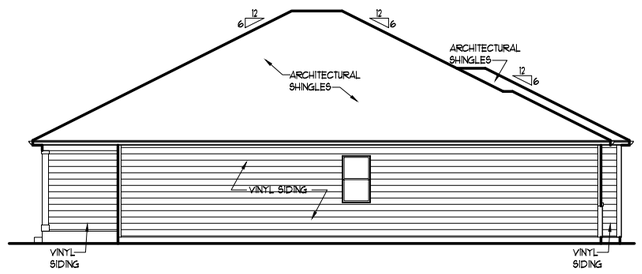
ELEVATION "C5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X422

PRAIRIE LANDING

JOLIET, IL.

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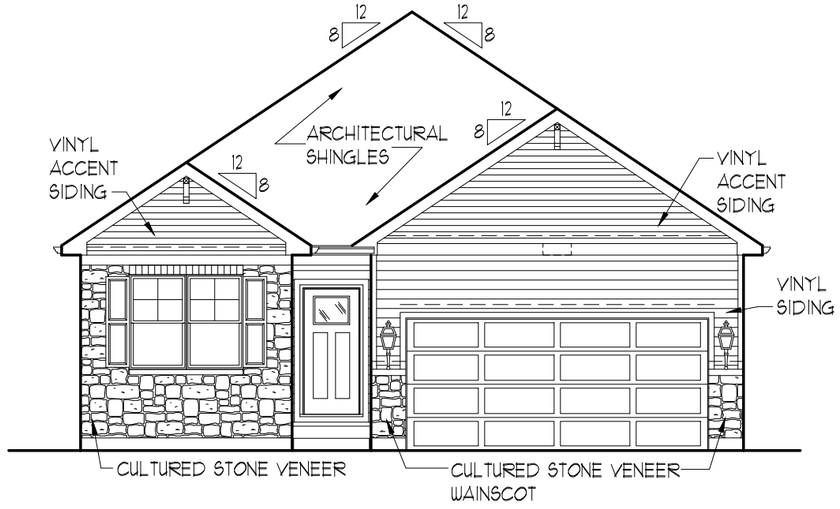
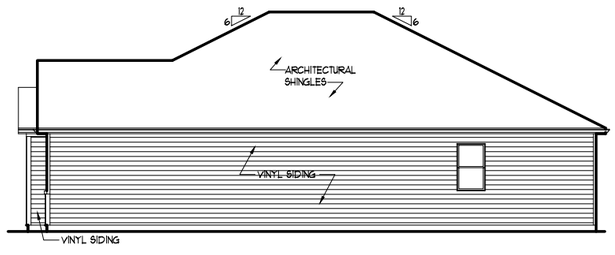
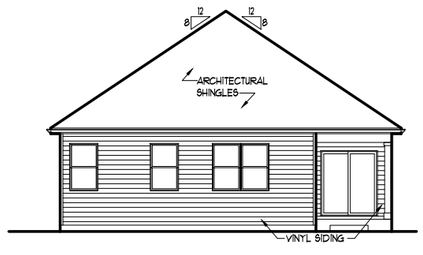


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 278.92 SQ. FT.
25% OF SIDEABLE AREA= 69.73 SQ. FT.
TOTAL MASONRY AREA = 85.18 SQ. FT. (30.5%)

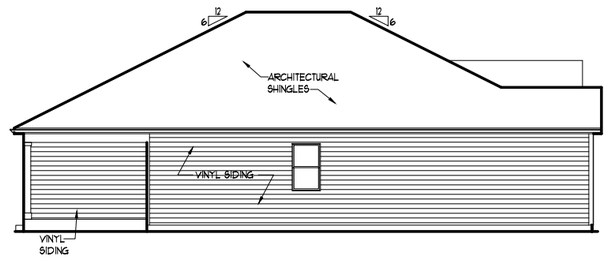
ELEVATION "A5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X435

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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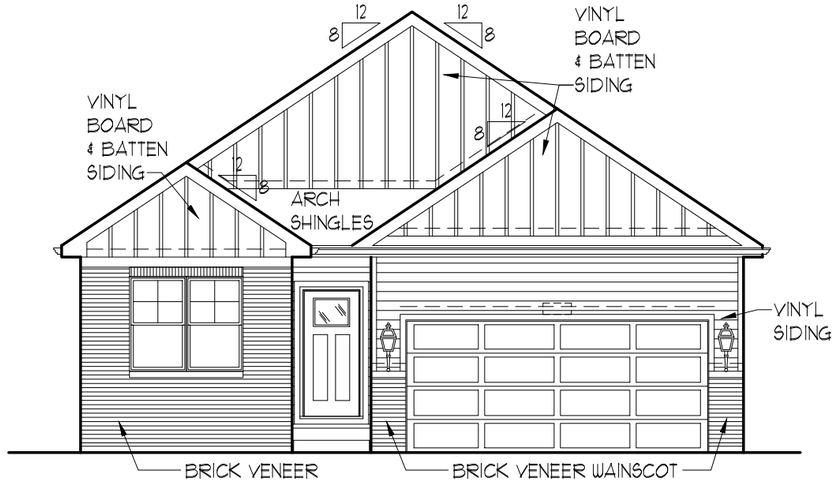
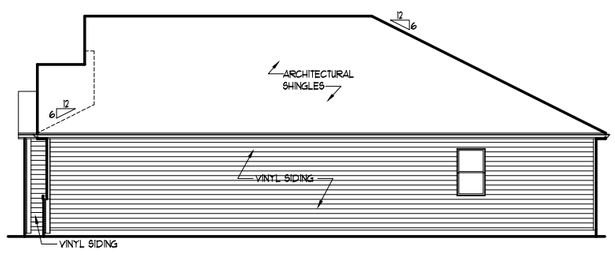
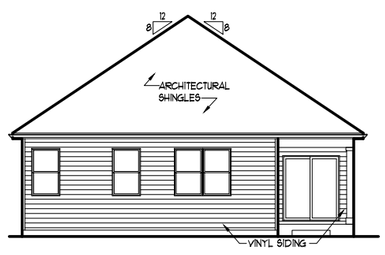


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 348.39 SQ. FT.
25% OF SIDEABLE AREA= 87.10 SQ. FT.
TOTAL MASONRY AREA = 90.12 SQ. FT. (25.9%)

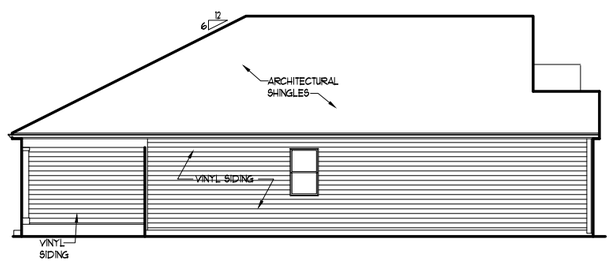
ELEVATION "B4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X435

PRAIRIE LANDING

JOLIET, IL.

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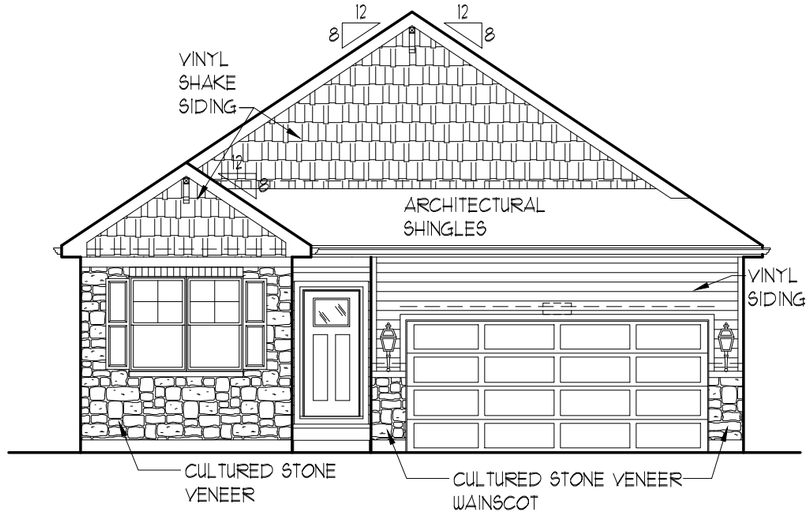
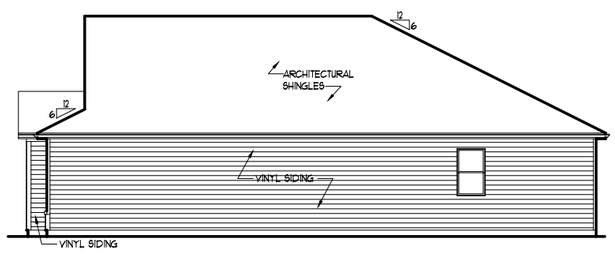
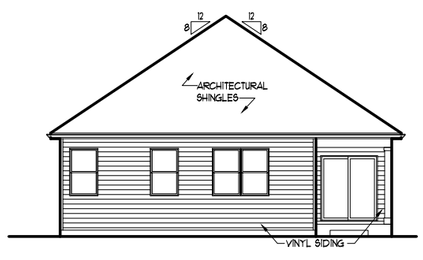


ELEVATION "C5"

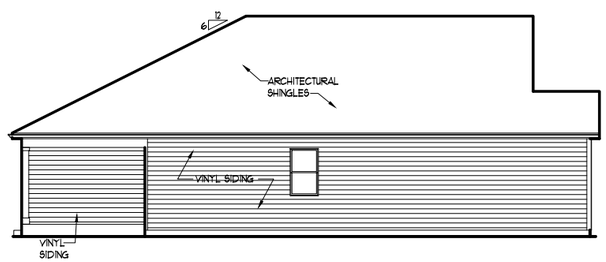
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 316.80 SQ. FT.
25% OF SIDEABLE AREA= 79.20 SQ. FT.
TOTAL MASONRY AREA = 85.18 SQ. FT. (26.9%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X435

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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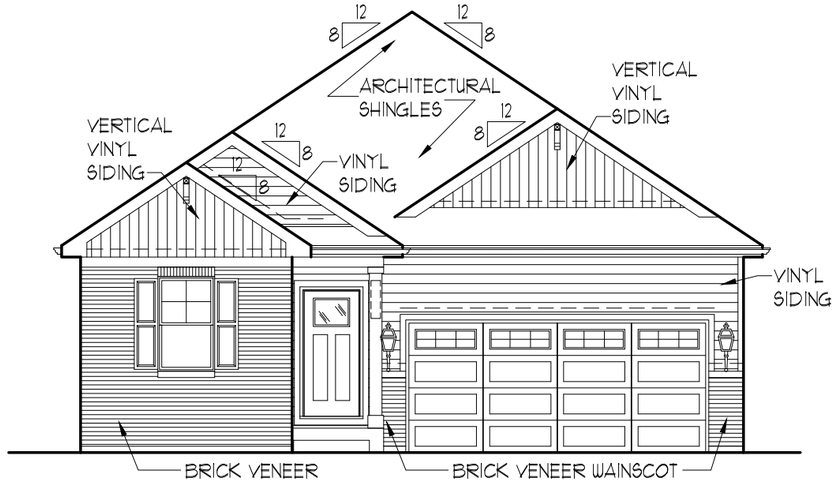
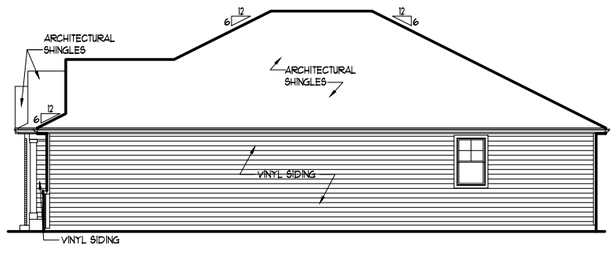
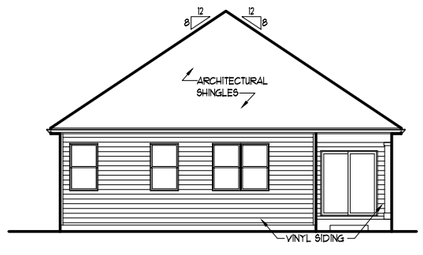


ELEVATION "D4"

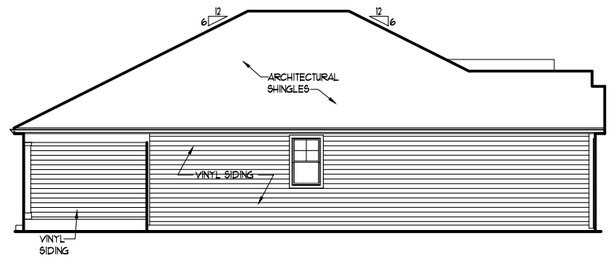
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 265.75 SQ. FT.
25% OF SIDEABLE AREA= 66.44 SQ. FT.
TOTAL MASONRY AREA = 104.49 SQ. FT. (39.3%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X435

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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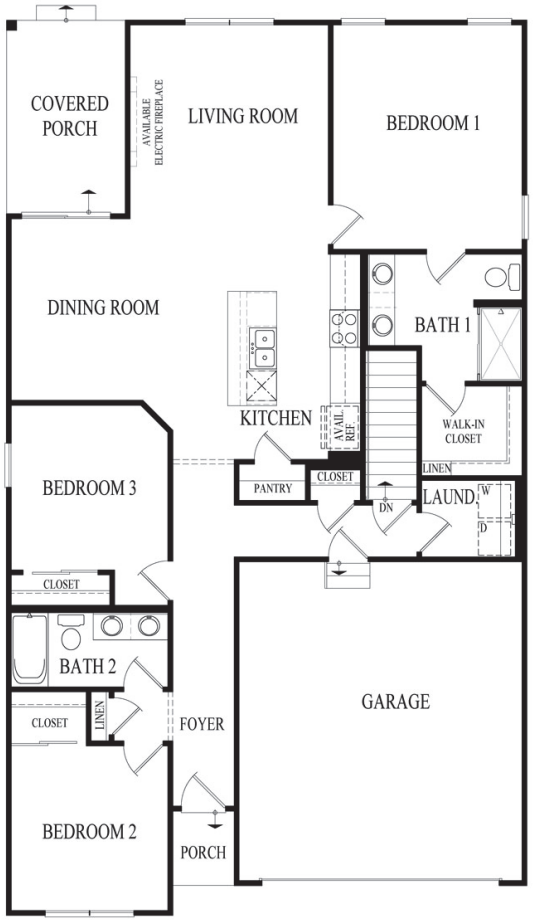
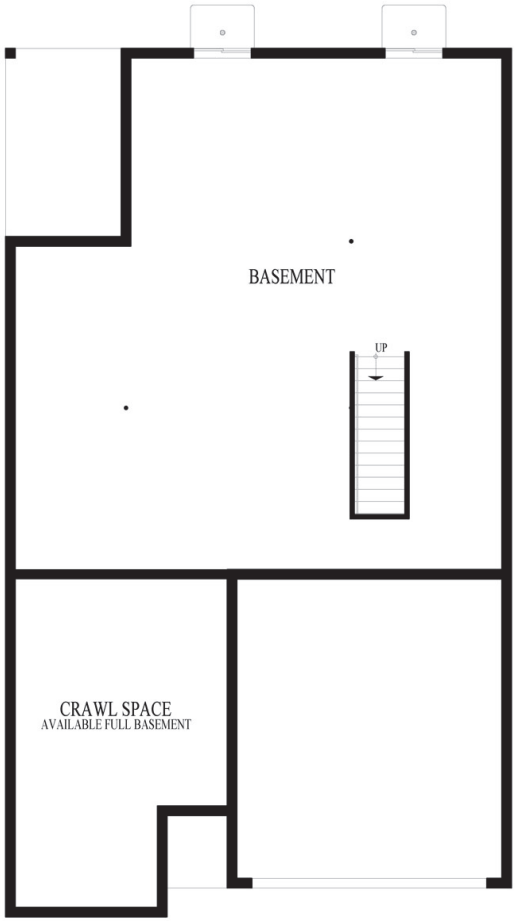


Main Level



Basement*

*Mechanical and window locations may vary. See a sales representative for details.

D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates. REV 250123

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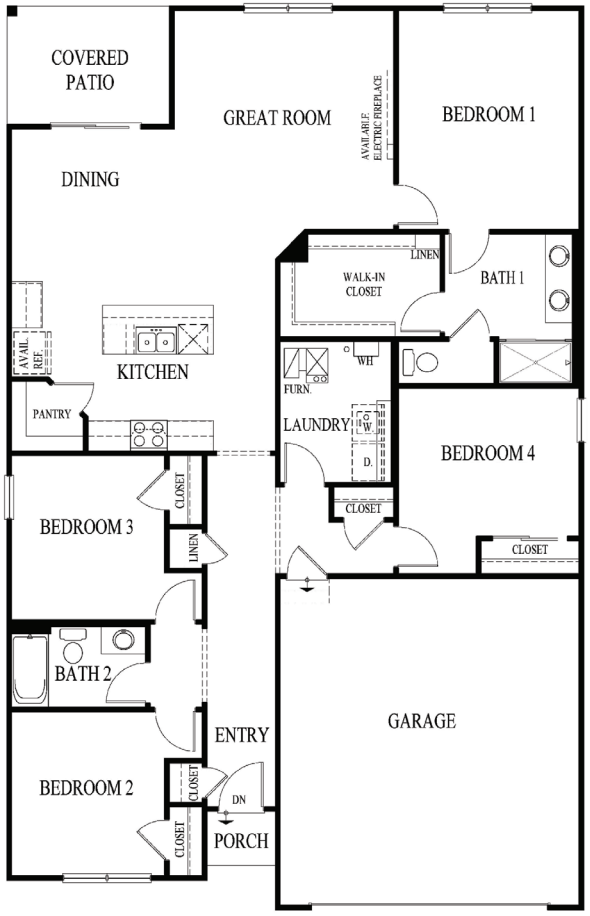
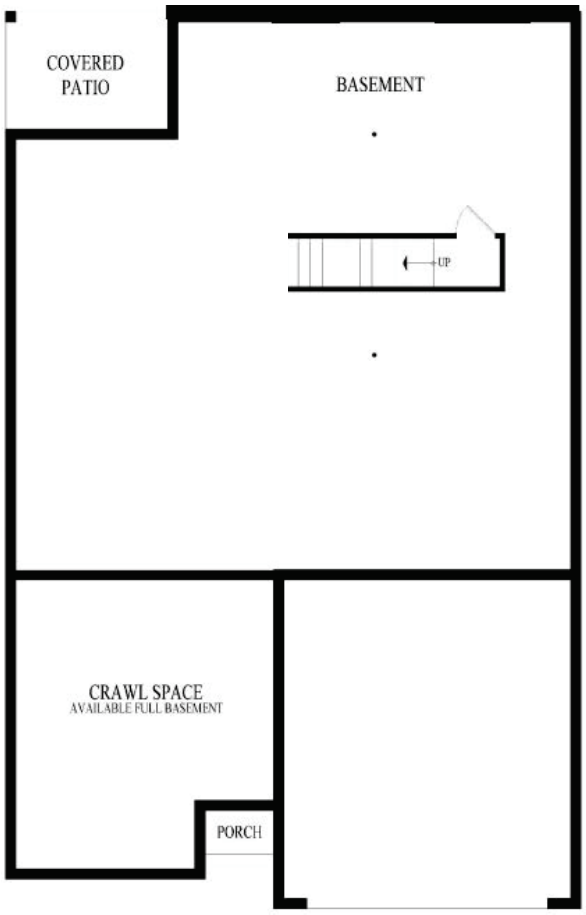


Main Level



Basement*

*Mechanical and window locations may vary. See a sales representative for details.

D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates. REV 210811

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Main Level Configuration with Basement Stairs

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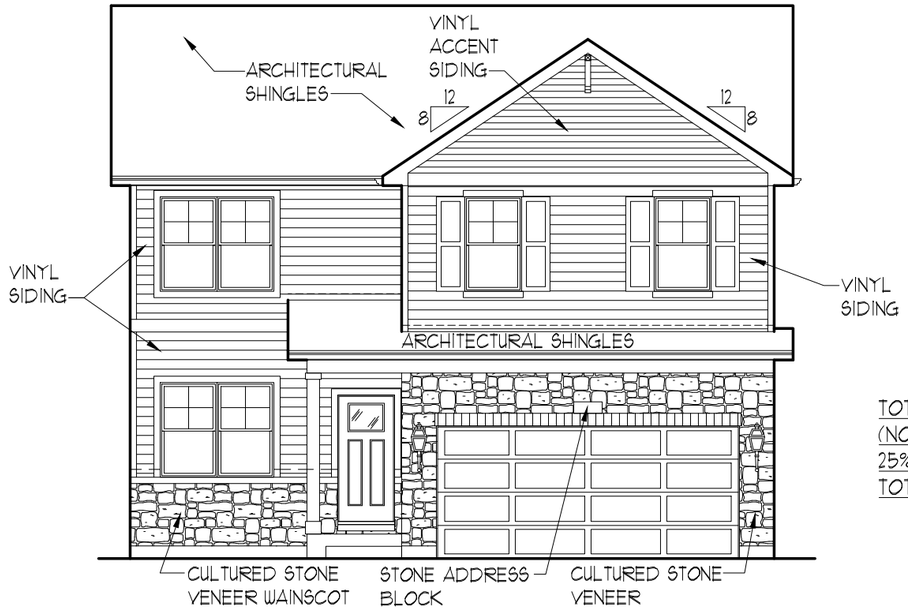
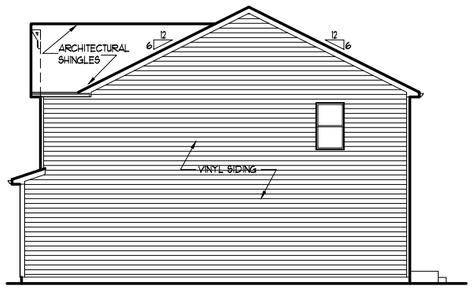
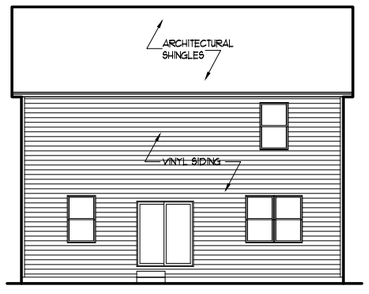


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 459.16 SQ. FT.
25% OF SIDEABLE AREA= 114.79 SQ. FT.
TOTAL MASONRY AREA = 133.00 SQ. FT. (29.0%)

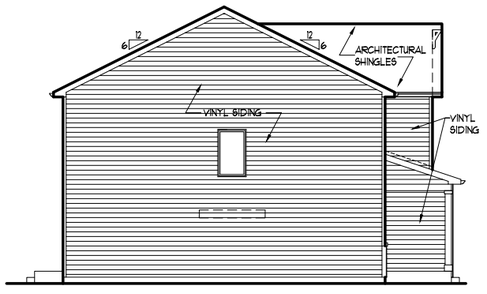
ELEVATION "A5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

x424

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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11-13-24

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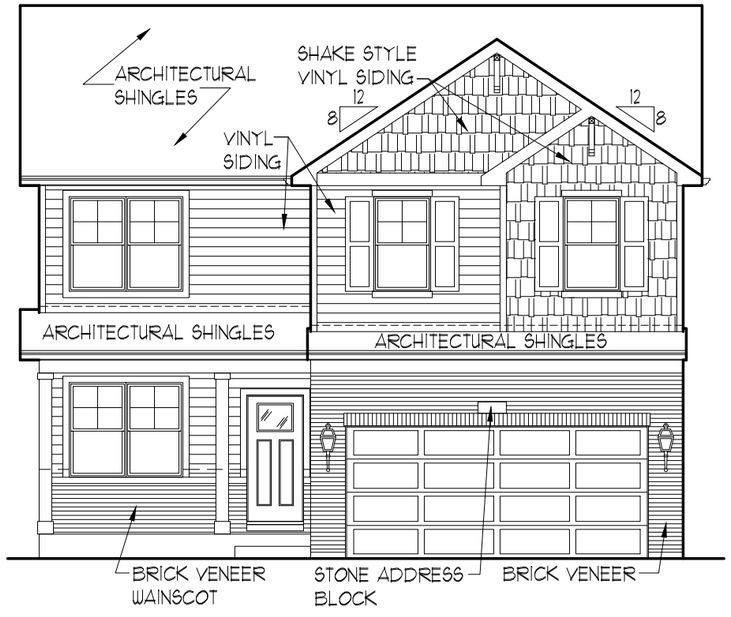
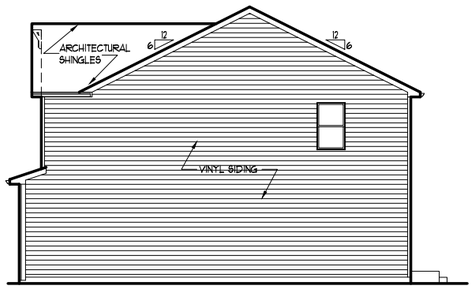
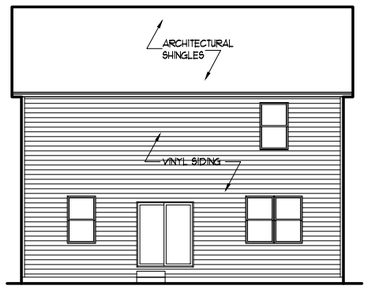


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 428.99 SQ. FT.
25% OF SIDEABLE AREA= 107.25 SQ. FT.
TOTAL MASONRY AREA = 128.39 SQ. FT. (29.9%)

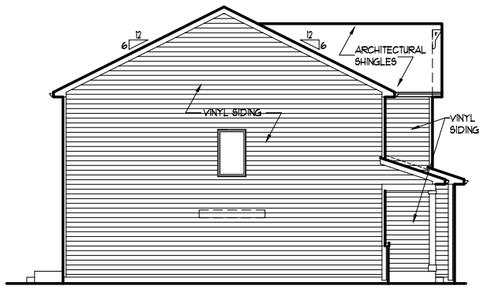
ELEVATION "B4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

x424

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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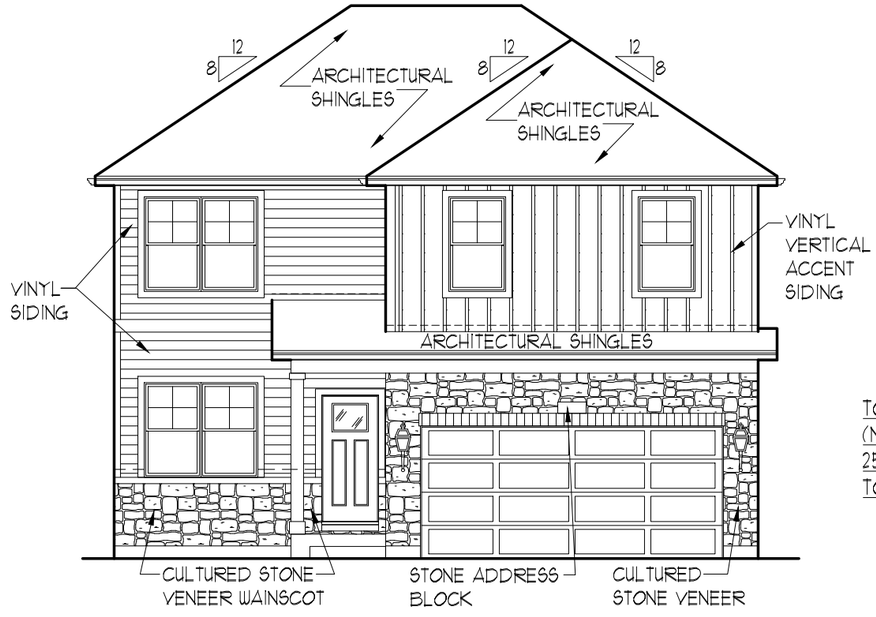
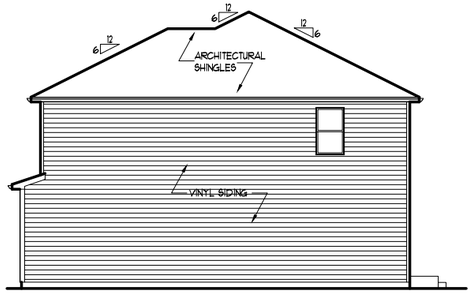
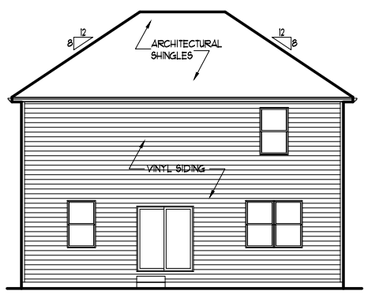


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 386.40 SQ. FT.
25% OF SIDEABLE AREA= 96.60 SQ. FT.
TOTAL MASONRY AREA = 133.00 SQ. FT. (34.4%)

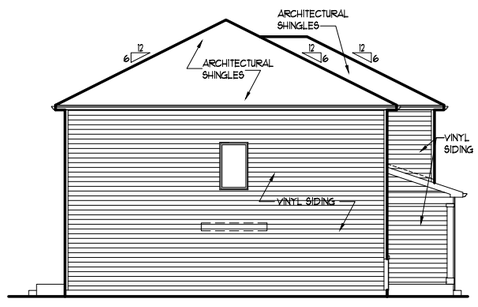
ELEVATION "C5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X424

PRAIRIE LANDING

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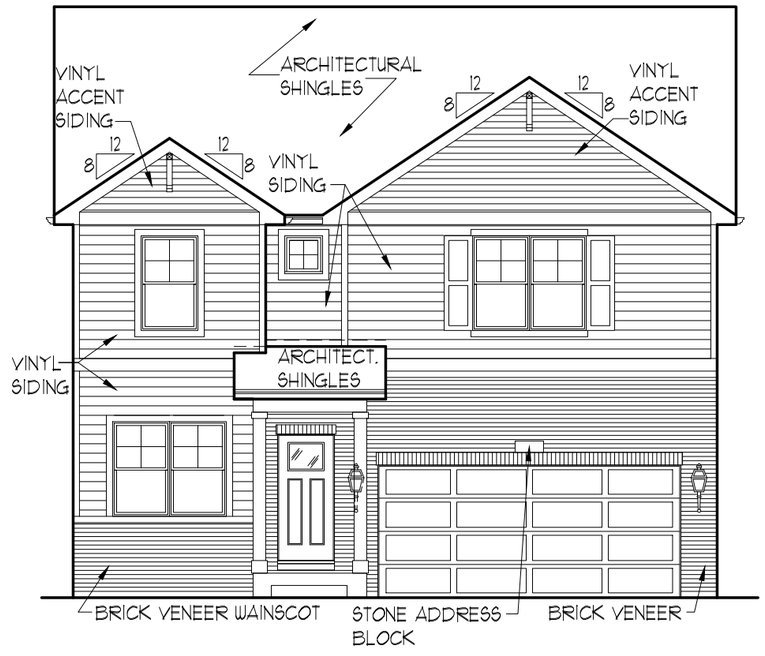
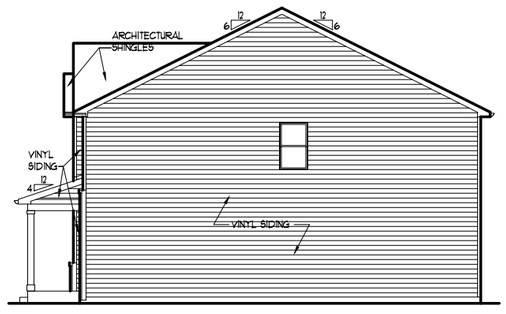
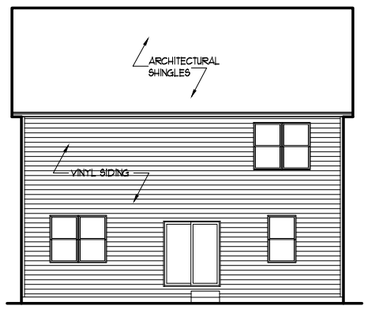


ELEVATION "A4"

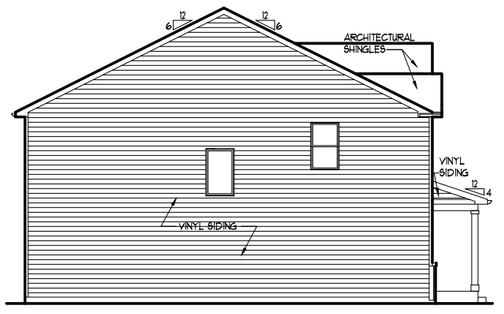
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 521.05 SQ. FT.
25% OF SIDEABLE AREA= 130.26 SQ. FT.
TOTAL MASONRY AREA = 197.00 SQ. FT. (37.8%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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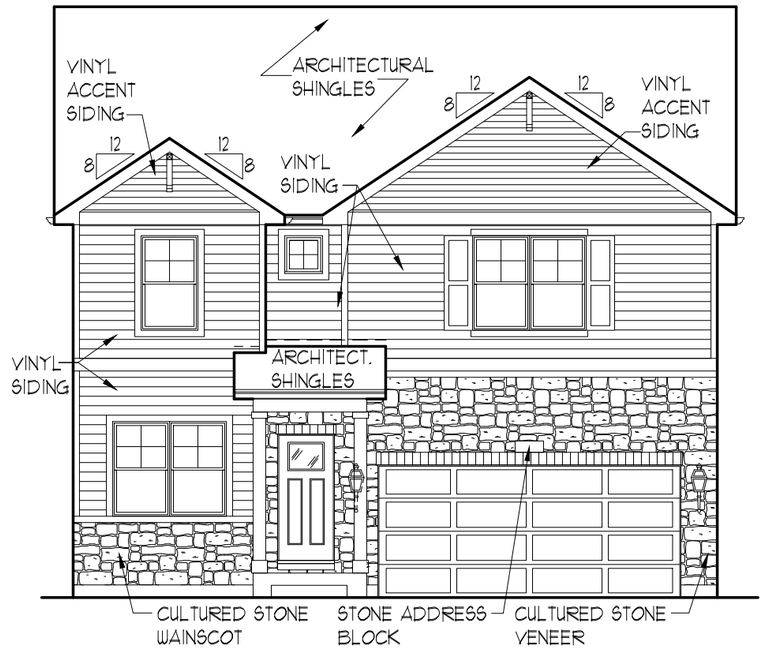
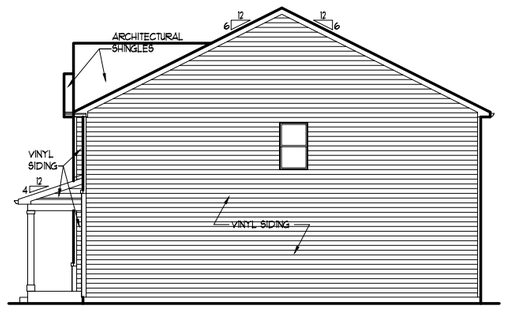
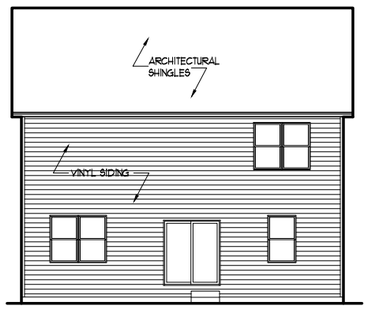


ELEVATION "A5"

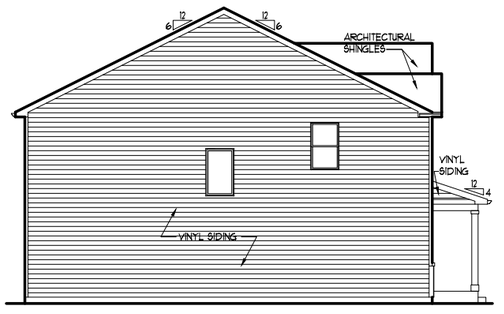
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 521.05 SQ. FT.
25% OF SIDEABLE AREA= 130.26 SQ. FT.
TOTAL MASONRY AREA = 193.00 SQ. FT. (37.0%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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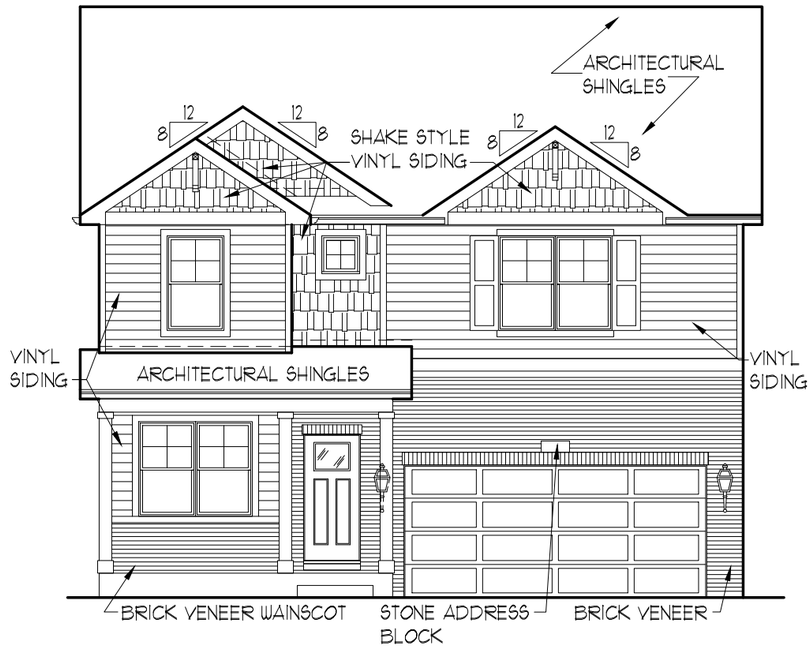
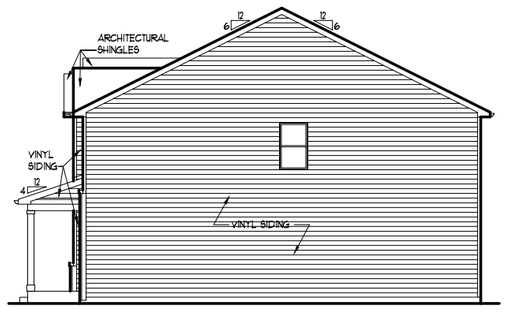
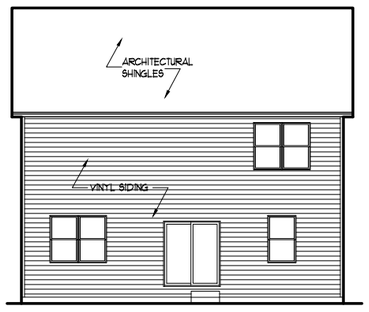


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 459.84 SQ. FT.
25% OF SIDEABLE AREA= 114.96 SQ. FT.
TOTAL MASONRY AREA = 187.90 SQ. FT. (40.9%)

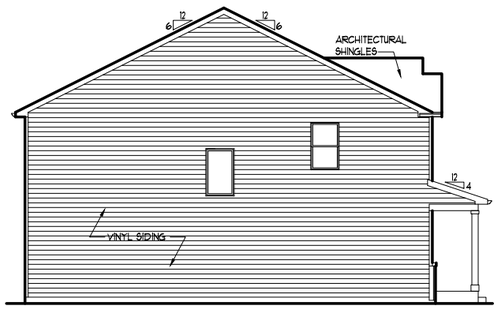
ELEVATION "B4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

JOLIET, IL.

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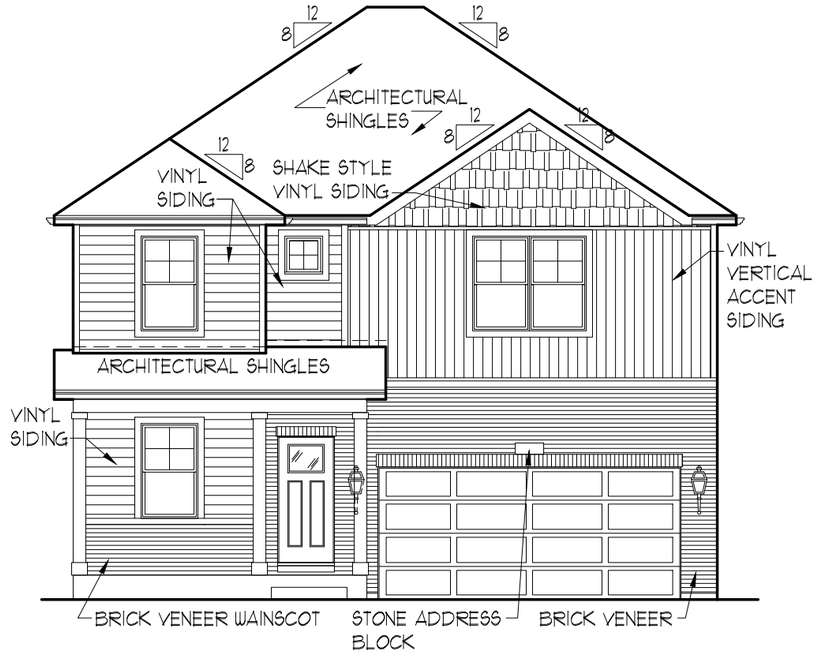
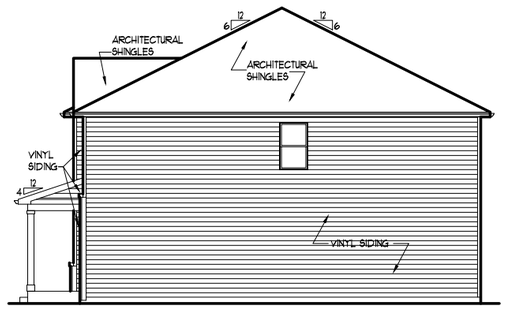
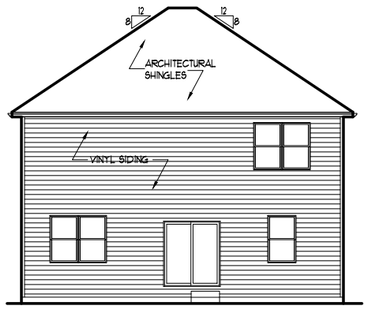


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 457.85 SQ. FT.
25% OF SIDEABLE AREA= 114.46 SQ. FT.
TOTAL MASONRY AREA = 187.90 SQ. FT. (41.0%)

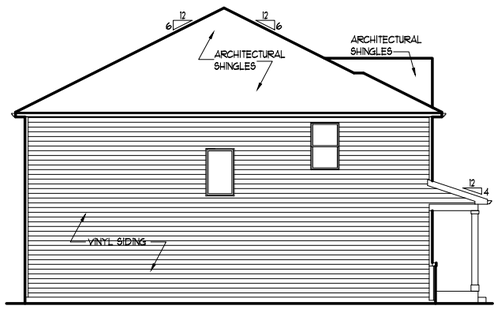
ELEVATION "D4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

JOLIET, IL.

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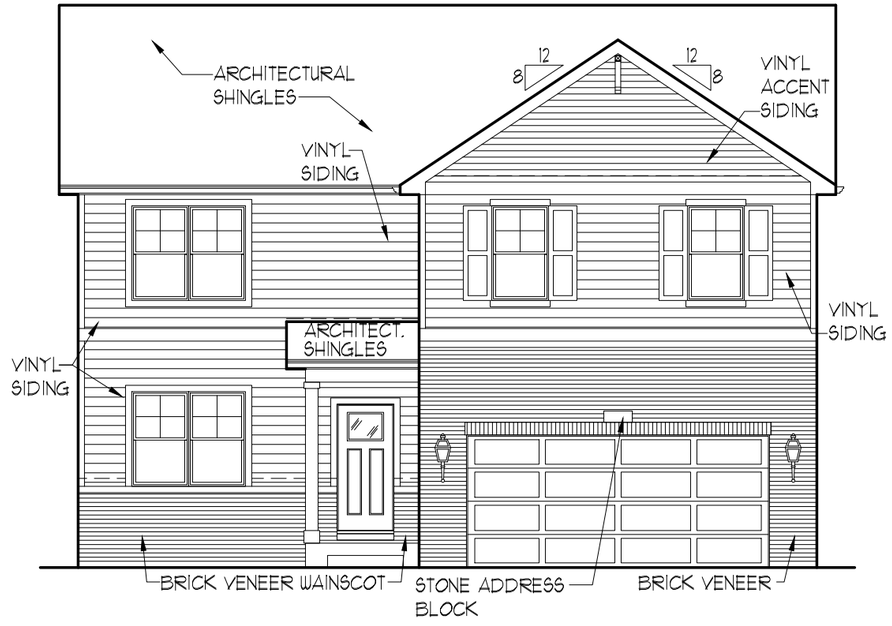
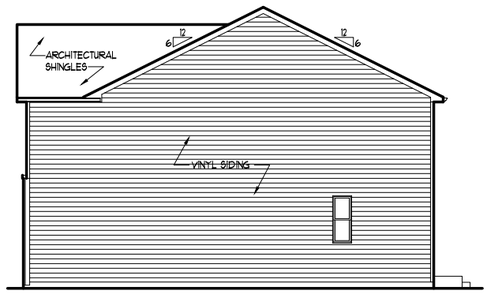
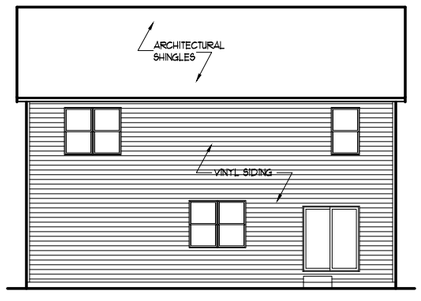


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 593.59 SQ. FT.
25% OF SIDEABLE AREA= 148.40 SQ. FT.
TOTAL MASONRY AREA = 195.46 SQ. FT. (32.9%)

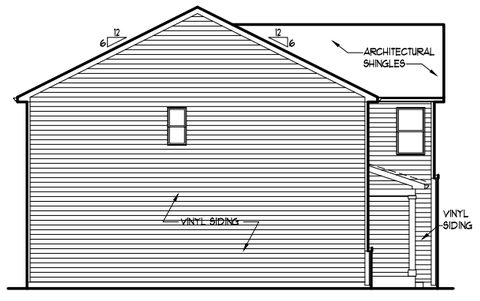
ELEVATION "A4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X429

PRAIRIE LANDING

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X-SERIES

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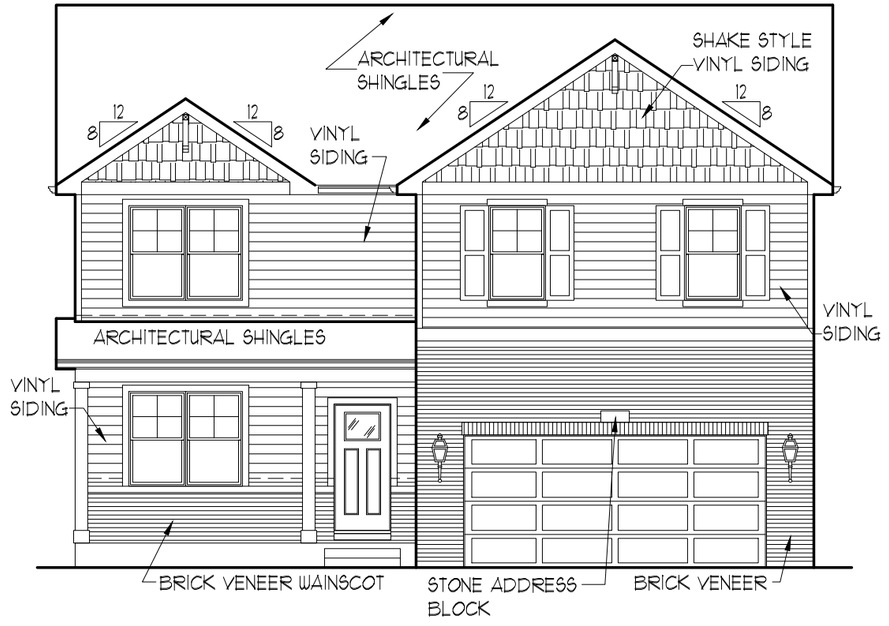
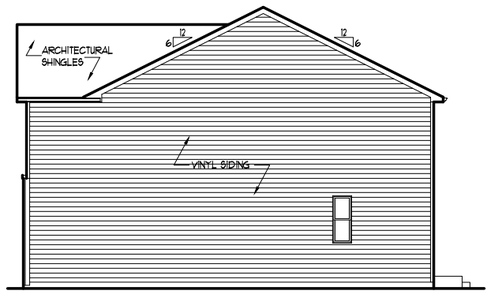
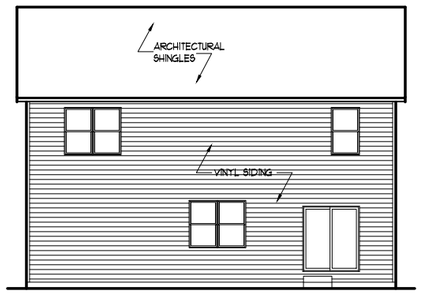


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 583.53 SQ. FT.
25% OF SIDEABLE AREA= 145.88 SQ. FT.
TOTAL MASONRY AREA = 183.96 SQ. FT. (31.5%)

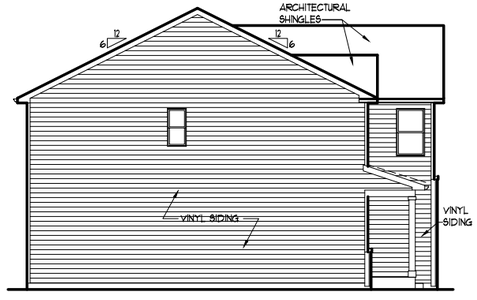
ELEVATION "B4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

x429
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JOLIET, IL.
X-SERIES

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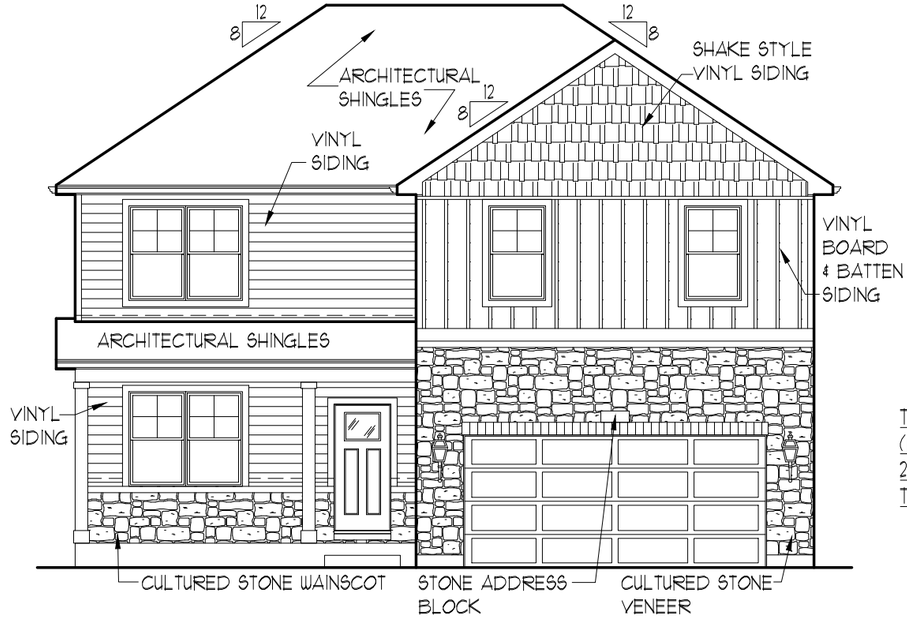
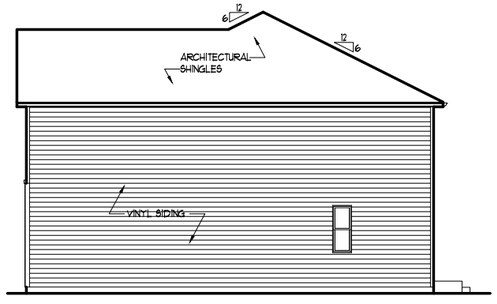
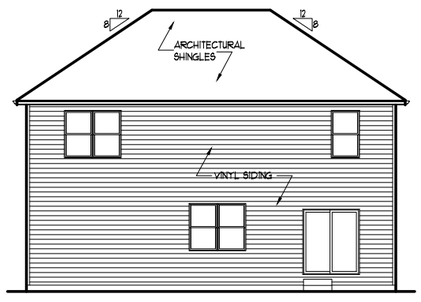


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 556.09 SQ. FT.
25% OF SIDEABLE AREA= 139.02 SQ. FT.
TOTAL MASONRY AREA = 182.29 SQ. FT. 32.8%)

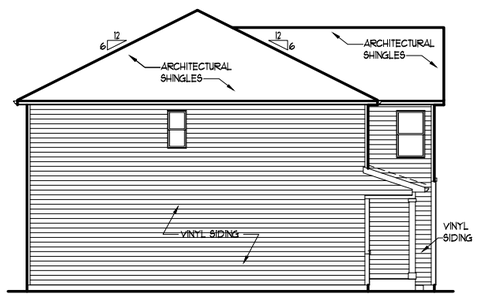
ELEVATION "D5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X429

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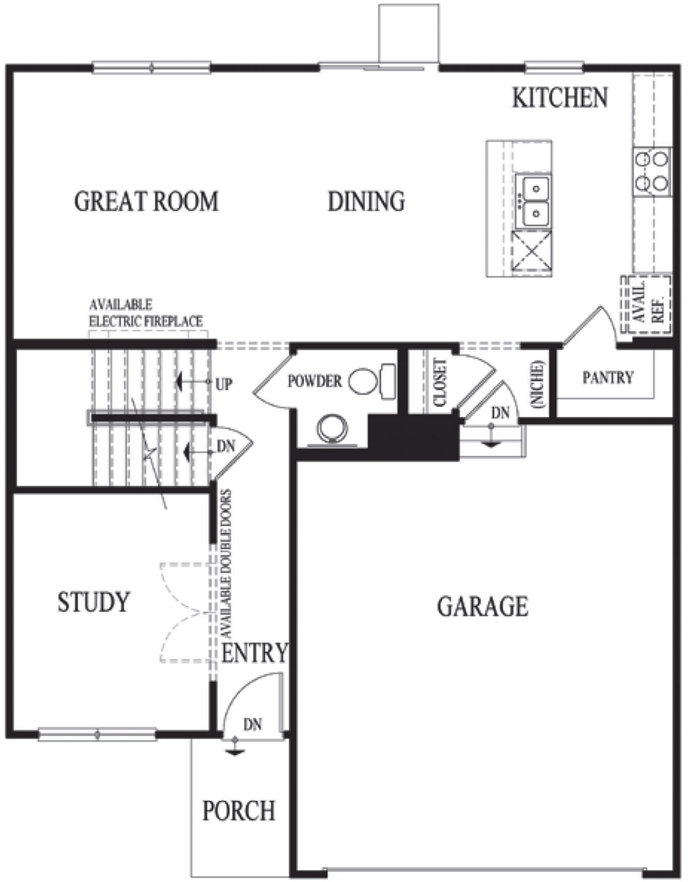
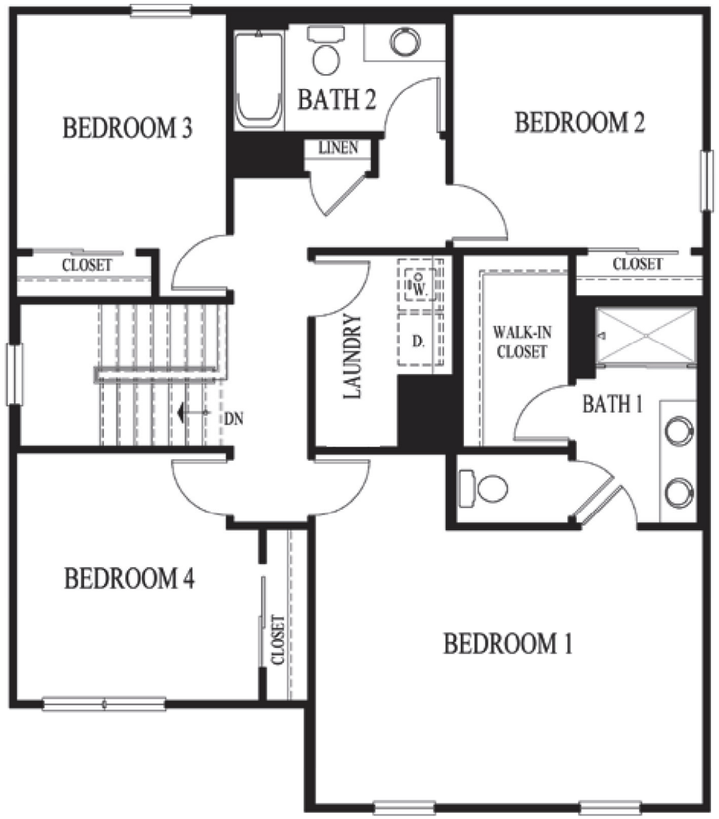
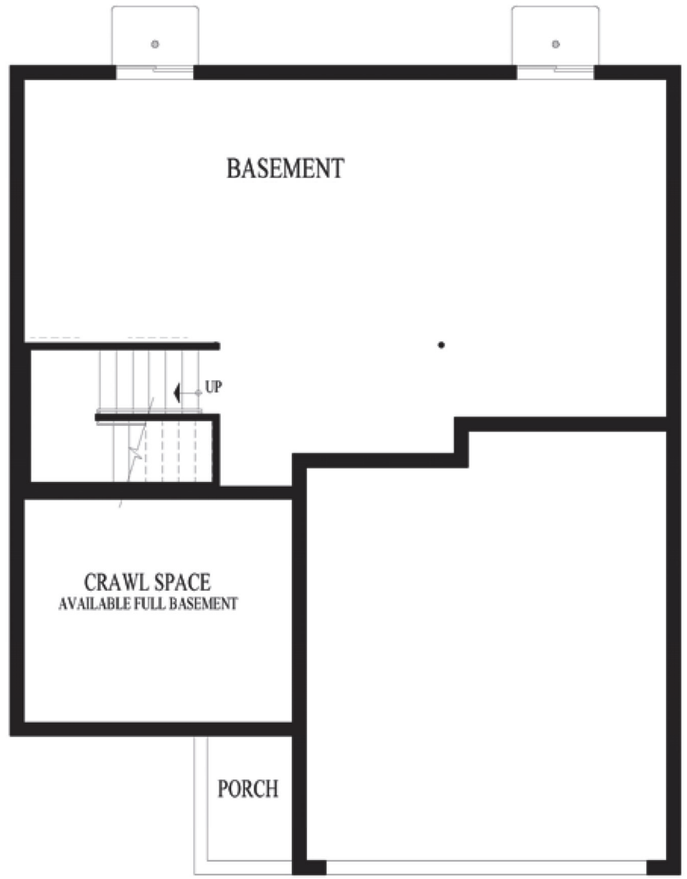


Main Level



Upper Level



Partial Basement*

*Mechanical and window locations may vary. See a sales representative for details.

D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates. REV 240716

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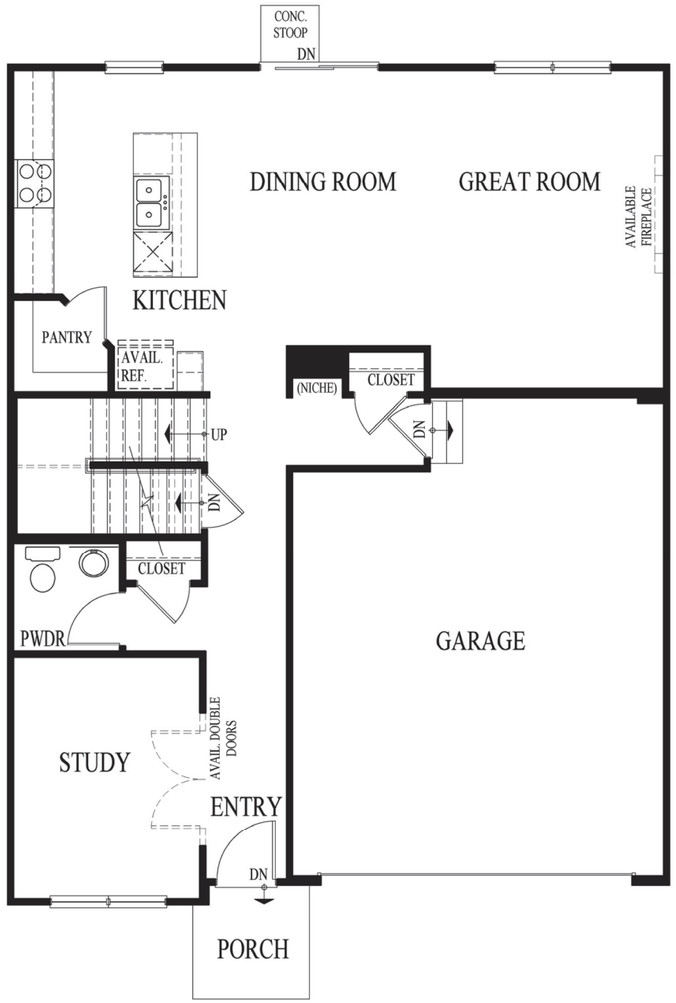
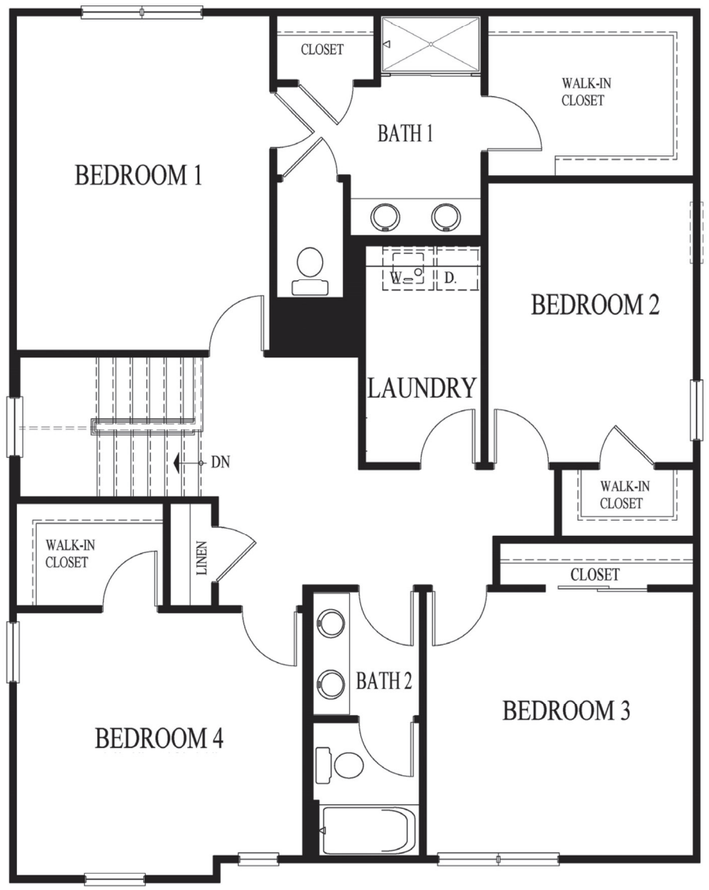
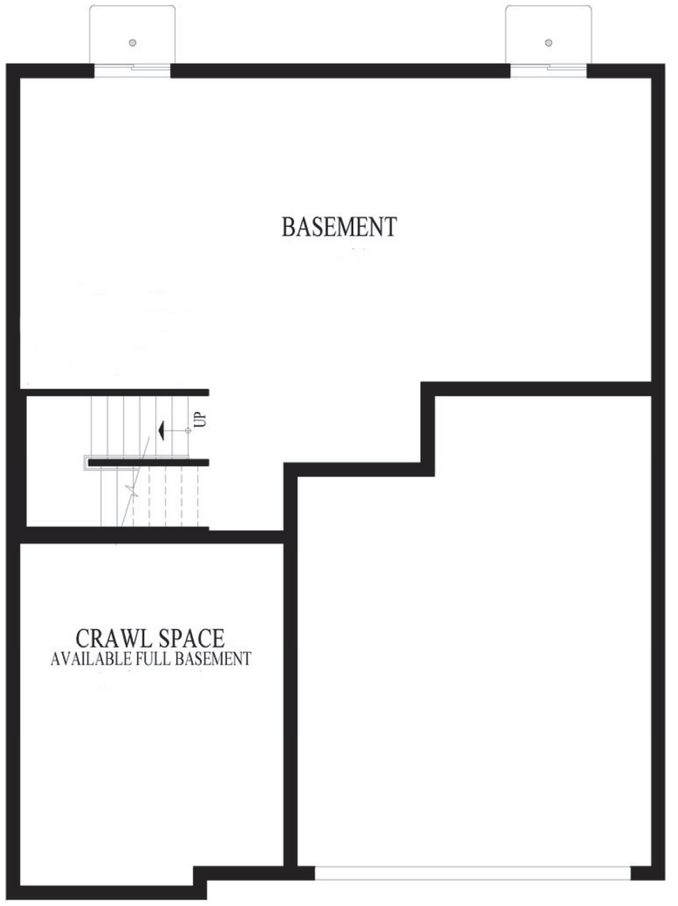


Main Level



Upper Level



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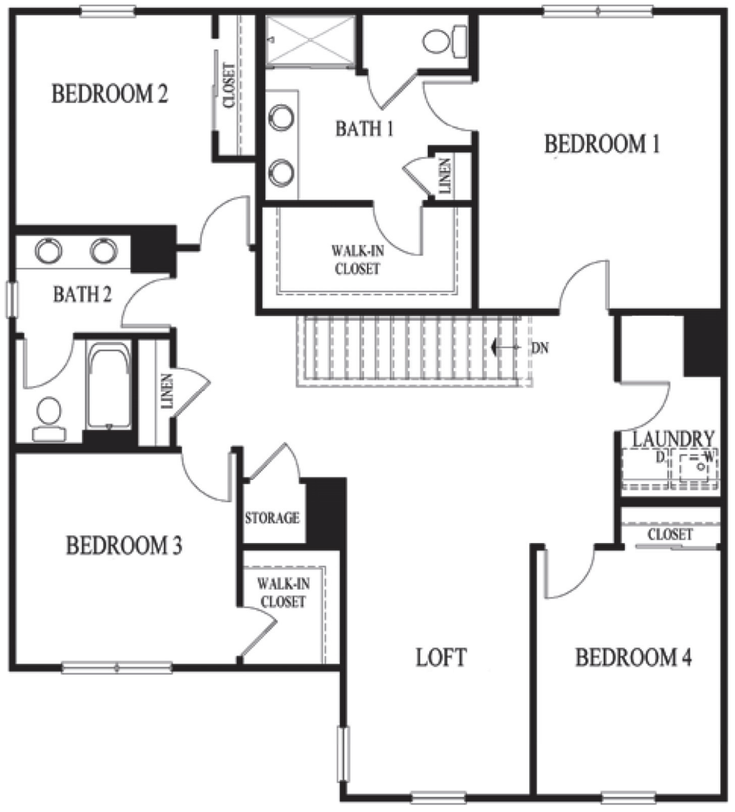
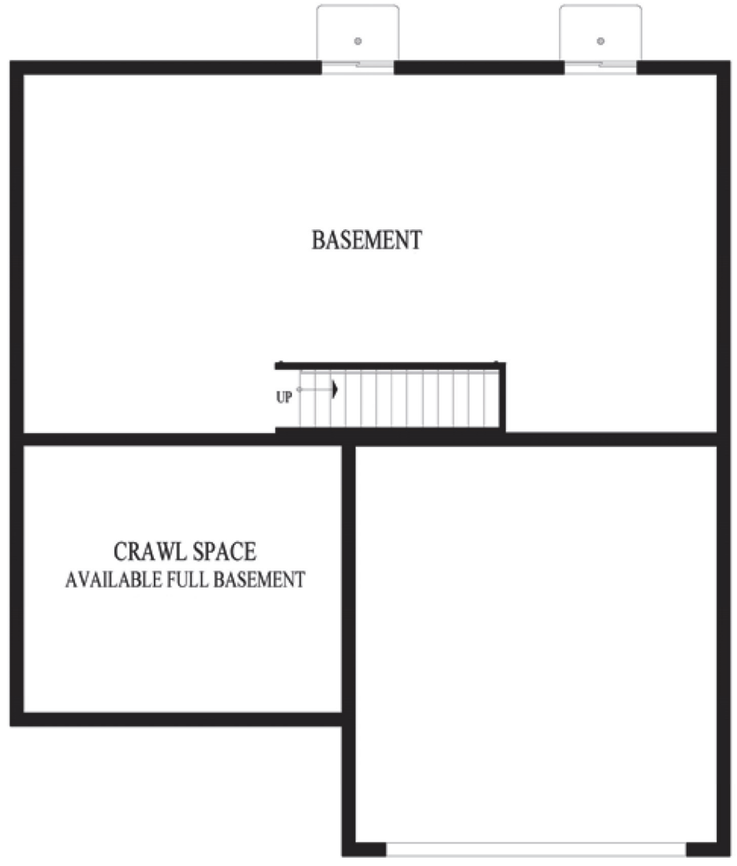
Main Level



Upper Level



Partial Basement*

*Mechanical and window locations may vary. See a sales representative for details.

D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates. REV 240716

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ORDINANCE NO. 18739

AN ORDINANCE APPROVING THE FINAL PLANNED UNIT DEVELOPMENT
(Prairie Landing Subdivision)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached final planned unit development is hereby approved, subject to the conditions set forth on the plat or in Exhibit "A" if any.

SECTION 2: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3: This Ordinance shall be in effect upon its passage.

PASSED this 15th day of April, 2025

[redacted] [redacted]

MAYOR PRO TEM **CITY CLERK**

VOTING YES: Councilmen Cardenas, Clement, Guerrero, Hug, Councilwoman Ibarra, Councilman Mudron, Councilwomen Quillman, and Reardon.

VOTING NO: None.

NOT VOTING: Mayor D'Arcy (Recused).

SUBDIVISION: Prairie Landing Subdivision
PIN: 06-03-36-100-033-0000
PLAN COMMISSION APPROVED: Yes
CONDITIONS IMPOSED: Yes
CED DOC. NO.: PUD-13-24

EXHIBIT A

ARCHITECTURAL STANDARDS:

The architectural elevations and floor plans are approved by the City and attached hereto. Developer shall construct the buildings on the subject property in conformance with the approved architectural elevations and floor plans.

OWNER:
WESTSIDE JOLIET RE LLC
3501 REGENT DRIVE
PALATINE, IL 60067

DEVELOPER:
DR HORTON
1750 E GOLF ROAD, SUITE 925
SCHAUMBURG, IL 60173

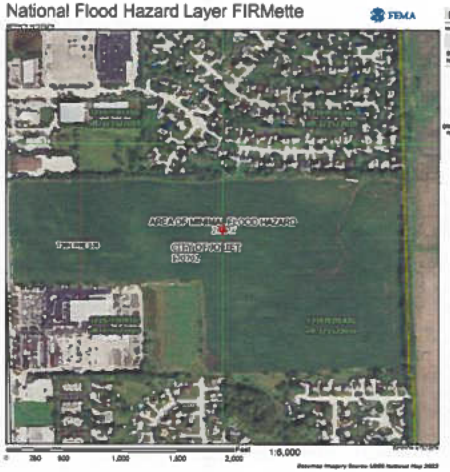
FINAL PLAT
OF
PRAIRIE LANDING SUBDIVISION
PLANNED UNIT DEVELOPMENT

THIS PLAT IS NOT FOR RECORD

FLOOD HAZARD NOTE:

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17197C0141C WITH AN EFFECTIVE DATE OF 2/15/2019 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AREAS DESIGNATED AS ZONE X. ZONE X IS DEFINED AS AREA OF MINIMAL FLOOD HAZARD PER THE FLOOD INSURANCE RATE MAPS.

National Flood Hazard Layer FIRMette



ABBREVIATIONS

ADJ	ADJUST	F/L	FLOW LINE	R	RADIUS
AGG.	AGGREGATE	FM	FORCE MAIN	R.O.W.	RIGHT-OF-WAY
ARCH	ARCHITECT	G	GROUND	RCP	REINFORCED CONCRETE PIPE
B.A.M.	BITUMINOUS AGGREGATE MIXTURE	G/F	GRADE AT FOUNDATION	REM.	REMOVAL
B-B	BACK TO BACK	GW	GUY WIRE	REV.	REVERSE
B/C	BACK OF CURB	HDWL	HEADWALL	SB	SUBURBAN
B/P	BOTTOM OF PIPE	HH	HANDHOLE	ST	INCH (")
B/W	BACK OF WALK	HWL	HIGH WATER LEVEL	SAN	SANITARY
B-BOX	BUFFALO BOX	HYD	HYDRANT	SF	SQUARE FOOT
BIT.	BITUMINOUS	INL	INLET	SHLD.	SHOULDER
BM	BENCHMARK	INV	INVERT	SL	STREET LIGHT
B.O.	BY OTHERS	IP	IRON PIPE	SMH	SANITARY MANHOLE
C.E.	COMMERCIAL ENTRANCE	LT	LEFT	ST	STORM
CB	CATCH BASIN	MAX.	MAXIMUM	STA.	STATION
C	CENTERLINE	MB	MAILBOX	STD	STANDARD
CMP	CORRUGATED METAL PIPE	M/E	MEET EXISTING	SW	SIDEWALK
CNTRL	CONTROL	MH	MANHOLE	TY	SQUARE YARDS
CO	CLEANOUT	MIN.	MINIMUM	TBR	TO BE REMOVED
CONC.	CONCRETE	NWL	NORMAL WATER LEVEL	T	TELEPHONE
CY	CUBIC YARD	P.E.	PRIVATE ENTRANCE	T-A	TYPE A
D	DITCH	PC	POINT OF CURVATURE	T/C	TOP OF CURB
DIA.	DIAMETER	PCC	POINT OF COMPOUND CURVE	T/F	TOP OF FOUNDATION
DIP	DUCTILE IRON PIPE	PEL	PROFILE GRADE LINE	T/P	TOP OF PIPE
DIWM	DUCTILE IRON WATER MAIN	PI	POINT OF INTERSECTION	T/W	TOP OF WALK
DS	DOWNSPOUT	P.L.	PROPERTY LINE	T/WALL	TOP OF WALL
DT	DRAIN TILE	PP	POWER POLE	TEMP.	TEMPORARY
E	ELECTRIC	PROP.	PROPOSED	TRANS	TRANSFORMER
E-E	EDGE TO EDGE	PT	POINT OF TANGENCY	V.B.	VALVE BOX
ELEV.	ELEVATION	PVC	POLYVINYL CHLORIDE PIPE	VCP	VITRIFIED CLAY PIPE
E/W	EDGE OF PAVEMENT	PVC	POINT OF VERTICAL CURVATURE	V.V.	VALVE VAULT
EX.	EXISTING	PVI	POINT OF VERTICAL INTERSECTION	W.L.	WATER LEVEL
F.D.	FIELD ENTRANCE	PVT	POINT OF VERTICAL TANGENCY	WM	WATER MAIN
F-F	FACE TO FACE	P	PAVEMENT		
F.F.	FINISHED FLOOR	P.U.&D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT		
FES	FLARED END SECTION				

STANDARD SYMBOLS

EXISTING	PROPOSED
STORM SEWER	
SANITARY SEWER	
COMBINED SEWER	
FORCEMAIN	
DRAINTILE	
WATER MAIN	
ELECTRIC	
GAS	
TELEPHONE	
OVERHEAD WIRES	
SANITARY MANHOLE	
STORM MANHOLE	
CATCH BASIN	
STORM INLET	
CLEANOUT	
HAY BALES	
RIP RAP	
VALVE IN VAULT	
VALVE IN BOX	
FIRE HYDRANT	
BUFFALO BOX	
FLARED END SECTION	
STREET LIGHT	
SUMP / LOW POINT	
RIM ELEVATION / INVERT ELEVATION	
DITCH OR SWALE	
DIRECTION OF FLOW	
OVERFLOW RELIEF SWALE	
1 FOOT CONTOURS	
CURB AND GUTTER	
DEPRESSED CURB AND GUTTER	
REVERSE CURB AND GUTTER	
SIDEWALK	
DETECTABLE WARNINGS	
PROPERTY LINE	
EASEMENT LINE	
SETBACK LINE	
MAIL BOX	
SIGN	
TRAFFIC SIGNAL	
POWER POLE	
GUY WIRE	
GAS VALVE	
MANHOLE	
ELECTRICAL EQUIPMENT	
TELEPHONE EQUIPMENT	
CHAIN-LINK FENCE	
SPOT ELEVATION	
BRUSH/TREE LINE	
DECIDUOUS TREE WITH TRUNK DIA. IN INCHES (TYP.)	
CONIFEROUS TREE WITH HEIGHT IN FEET (TYP.)	
SILT FENCE	
RETAINING WALL	
WETLAND	

LOCATION MAP
NOT TO SCALE

SITE DATA

LAND USE	UNITS	AREA
SINGLE FAMILY (60'x125')	120	33.3 AC
OPEN SPACE / DETENTION		10.7 AC
TOTAL	120	44.0 AC

PROPERTY ADDRESS

2200 ESSINGTON ROAD
JOLIET, IL 60435

PIN'S

06-03-38-100-033-0000

PROPERTY AREA

1,911,892 SQUARE FEET (43.886 ACRES)

ZONING SUMMARY

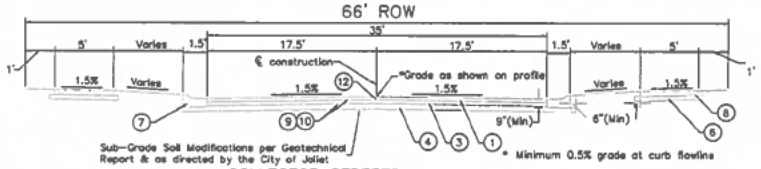
CURRENT ZONING - (B3) GENERAL BUSINESS DISTRICT
CURRENT ZONING - (R2) SINGLE FAMILY RESIDENTIAL DISTRICT
CURRENT ZONING - (R4) LOW DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT

PROPOSED ZONING - (R2) SINGLE FAMILY RESIDENTIAL DISTRICT

EXISTING ZONING EAST - (A1) AGRICULTURE
EXISTING ZONING SOUTH - (R2) SINGLE FAMILY
EXISTING ZONING WEST - (B3) GENERAL BUSINESS DISTRICT
EXISTING ZONING NORTH - (R2) SINGLE FAMILY

REQUESTED VARIANCES

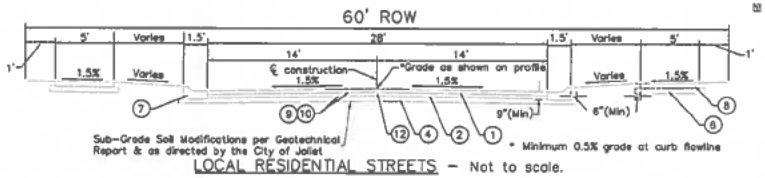
1. VARIANCE FROM RESIDENTIAL DESIGN STANDARDS TO ALLOW 25% OF THE FRONT ELEVATIONS OF 100% OF THE SINGLE-FAMILY DWELLING UNITS TO BE COMPRISED OF BRICK OR STONE.
2. VARIANCE FROM PUBLIC WORKS CONSTRUCTION ORDINANCE TO ALLOW 66' ROW WITH 15' FRONT UTILITY EASEMENTS ON LOCAL ROADS.



Sub-Grade Soil Modifications per Geotechnical Report & as directed by the City of Joliet

* Minimum 0.5% grade at curb flowline

COLLECTOR STREETS – Not to scale.



Sub-Grade Soil Modifications per Geotechnical Report & as directed by the City of Joliet

* Minimum 0.5% grade at curb flowline

LOCAL RESIDENTIAL STREETS – Not to scale.

OUTLOT OWNERSHIP & MAINTENANCE

1. HOA WILL BE RESPONSIBLE FOR OWNERSHIP AND MAINTENANCE OF OUTLOTS AND COMMON AREAS.
2. DETENTION PONDS WILL BE PRIVATELY OWNED WITH AN AGREEMENT FOR MAINTENANCE

BENCHMARKS:

REFERENCE BENCHMARK: (NGS PID-DP5470)
STAINLESS STEEL ROD IN SLEEVE LOCATED 7 FT NORTH OF THE EDGE OF PAVEMENT OF COUNTY ROAD 38 (RENWICK RD), 28 FT WEST OF THE EDGE OF PAVEMENT OF A FRONTAGE ROAD EAST OF INTERSTATE 55 AND 57 FT EAST OF A RIGHT-OF-WAY FENCE.
ELEVATION=624.31 DATUM=NAVD88-GEOID 12B

SITE BENCHMARK BM#1:
ARROW BOLT ON FIRE HYDRANT ON THE EAST SIDE OF DELROSE STREET AT THE DEAD END; LOCATED APPROXIMATELY 13 FEET SOUTH AND 318 FEET WEST OF A SOUTHWEST CORNER OF SURVEYED PROPERTY.
ELEVATION=565.50 DATUM=NAVD88-GEOID 12B

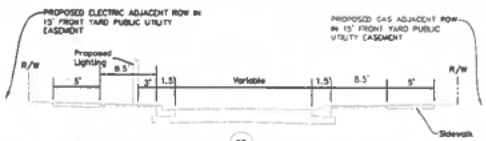
SITE BENCHMARK BM#2:
ARROW BOLT ON FIRE HYDRANT ON THE EAST SIDE OF ESSINGTON ROAD; LOCATED APPROXIMATELY 222 FEET SOUTH OF THE CENTERLINE OF OLD CASTLE ROAD AND 38 FEET EAST OF THE CENTERLINE OF ESSINGTON ROAD.
ELEVATION=602.46 DATUM=NAVD88-GEOID 12B

SITE BENCHMARK BM#3:
ARROW BOLT ON FIRE HYDRANT ON THE EAST SIDE OF ESSINGTON ROAD; LOCATED APPROXIMATELY 125 FEET NORTH OF THE CENTERLINE OF OLD CASTLE ROAD AND 38 FEET EAST OF THE CENTERLINE OF ESSINGTON ROAD.
ELEVATION=599.80 DATUM=NAVD88-GEOID 12B

LEGAL DESCRIPTION

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 40.00 FEET THEREOF, ALSO EXCEPTING THEREFROM THE PROPERTY LYING WITHIN D'ARCY ESTATES UNIT TWO, BEING A SUBDIVISION OF PART OF THE AFORESAID SOUTH HALF, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2021, AS DOCUMENT NUMBER R2021108813, AND ALSO EXCEPTING THEREFROM THE PROPERTY LYING WITHIN UNIT 1 OF WESTSIDE JOLIET REAL ESTATE, LLC SUBDIVISION, BEING A SUBDIVISION OF PART OF THE AFORESAID SOUTH HALF, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 2021, AS DOCUMENT NUMBER R2021089147, AND ALSO EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING (EXCEPTION) AT THE SOUTHWEST CORNER OF LOT 9 IN PICARDY UNIT ONE, BEING A SUBDIVISION OF PART OF THE AFORESAID NORTHWEST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 1988, AS DOCUMENT NUMBER R88-23367 AND TWO CERTIFICATES OF CORRECTION RECORDED AS DOCUMENT NUMBERS R88-33828 AND R92-31764; THENCE NORTH 88 DEGREES 05 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE AFORESAID NORTHWEST QUARTER AND ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 234.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 12 DEGREES 06 MINUTES 38 SECONDS WEST 24.94 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 37 SECONDS WEST 40.08 FEET; THENCE NORTH 24 DEGREES 23 MINUTES 44 SECONDS WEST 30.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 12.28 FEET OF THE SOUTH HALF OF THE AFORESAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 53 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE 190.36 FEET, TO A POINT THAT IS LOCATED 12.28 FEET SOUTH OF THE POINT OF BEGINNING (EXCEPTION), AS MEASURED PERPENDICULARLY TO THE SOUTH LINE OF AFORESAID LOT 9; THENCE NORTH 00 DEGREES 24 MINUTES 28 SECONDS WEST 12.29 FEET TO THE POINT OF BEGINNING (EXCEPTION), IN WILL COUNTY, ILLINOIS.



ELECTRIC NOTE:
LOCATE ELECTRIC DUCT A MINIMUM 5' FROM PUBLIC WATER MAIN

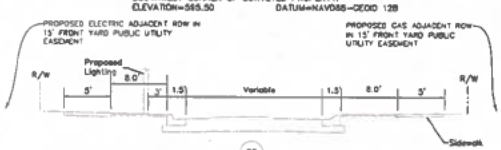
Proposed Water Main

Proposed Storm Sewer*

* Storm sewer location for all streets to be determined by Director of Public Works

Proposed Sanitary Sewer

TYPICAL UTILITY SECTION
LOCAL STREETS Not to scale.



Proposed Water Main

Proposed Storm Sewer*

* Storm sewer location for all streets to be determined by Director of Public Works

Proposed Sanitary Sewer

TYPICAL UTILITY SECTION
Not to scale. COLLECTOR STREETS

*ALL PRIVATE UTILITIES TO BE LOCATED OUTSIDE PUBLIC RIGHT-OF-WAY WITHIN 15' FRONT YARD PUBLIC UTILITY EASEMENT (EXCEPT AS REQUIRED TO CROSS R.O.W.)

EXISTING CONDITIONS/SITE TOPOGRAPHY NOTE:

1. EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY MANHARD CONSULTING ON MARCH 28, 2024. CONTRACTOR SHALL FIELD CHECK EXISTING ELEVATIONS AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.

LOT 300 PARK DISTRICT NOTE:

1. LOT 300 INTENDED TO BE DEDICATED TO THE PLAINFIELD PARK DISTRICT

SIGN LEGEND
① R1-1 STOP SIGN
② CITY OF JOLIET STREET NAME SIGN

KEVIN M. RICHARDS
062-055020
LICENSED PROFESSIONAL ENGINEER
ILLINOIS
[redacted]
SEAL

Manhard CONSULTING

PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT
2200 ESSINGTON ROAD, JOLIET, ILLINOIS 60435
FINAL PUD PLAT

PROJ. MGR.	CJS
PROJ. ASSOC.	DMR
DESIGNED BY	DMR
DATE	11/01/24
SCALE	1" = 60'

SHEET 1 OF 8

DRHJOL04

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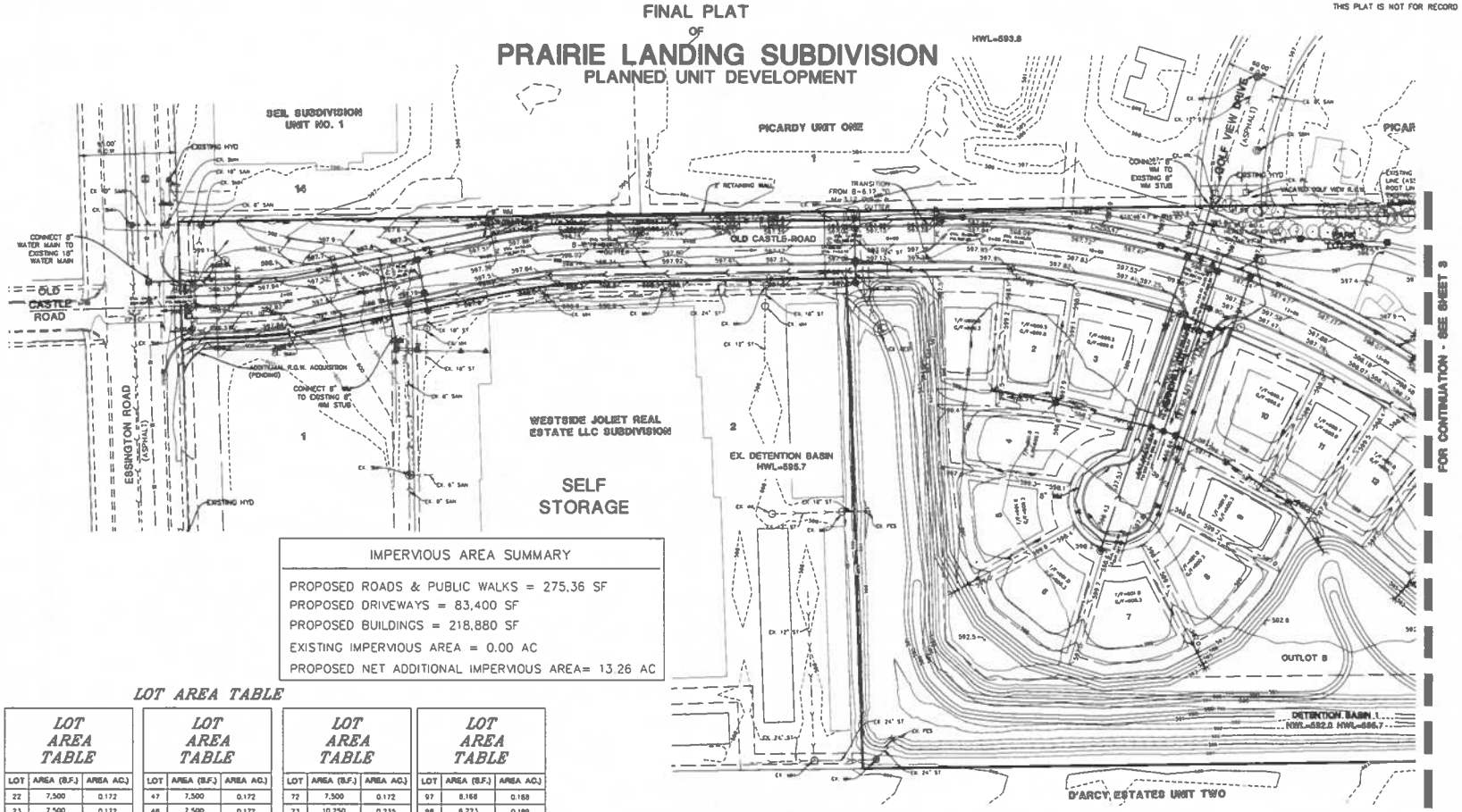
THIS PLAT IS NOT FOR RECORD

FINAL PLAT
OF
PRAIRIE LANDING SUBDIVISION
PLANNED UNIT DEVELOPMENT



IMPERVIOUS AREA SUMMARY

PROPOSED ROADS & PUBLIC WALKS = 275.36 SF
PROPOSED DRIVEWAYS = 83,400 SF
PROPOSED BUILDINGS = 218,880 SF
EXISTING IMPERVIOUS AREA = 0.00 AC
PROPOSED NET ADDITIONAL IMPERVIOUS AREA= 13.26 AC

LOT AREA TABLE

LOT	AREA (S.F.)	AREA AC.)
OUTLOT B	154,563	3.549
OUTLOT C	289,063	6.636
OUTLOT D	11,461	0.263
OUTLOT A	30,469	0.699
1	8,012	0.184
2	7,938	0.182
3	11,161	0.256
4	10,365	0.238
5	9,806	0.225
6	10,207	0.234
7	10,207	0.234
8	9,647	0.221
9	7,769	0.178
10	11,632	0.267
11	8,415	0.193
12	8,156	0.187
13	7,824	0.180
14	7,541	0.173
15	7,514	0.172
16	10,250	0.235
17	7,712	0.177
18	8,685	0.199
19	10,701	0.246
20	9,049	0.208
21	7,884	0.181
22	7,500	0.172
23	7,500	0.172
24	7,500	0.172
25	7,500	0.172
26	7,500	0.172
27	7,500	0.172
28	7,500	0.172
29	7,500	0.172
30	7,500	0.172
31	7,500	0.172
32	8,254	0.189
33	8,811	0.202
34	13,624	0.313
35	14,286	0.328
36	8,313	0.191
37	7,741	0.178
38	7,662	0.176
39	10,588	0.243
40	10,250	0.235
41	12,219	0.281
42	11,264	0.259
43	7,500	0.172
44	7,500	0.172
45	7,500	0.172
46	7,500	0.172
47	7,500	0.172
48	7,500	0.172
49	7,500	0.172
50	7,500	0.172
51	7,500	0.172
52	6,518	0.196
53	10,006	0.230
54	11,034	0.253
55	7,796	0.179
56	8,036	0.184
57	7,500	0.172
58	7,500	0.172
59	7,500	0.172
60	7,500	0.172
61	8,125	0.187
62	8,125	0.187
63	7,500	0.172
64	7,500	0.172
65	7,500	0.172
66	7,500	0.172
67	7,756	0.178
68	7,507	0.172
69	7,500	0.172
70	7,500	0.172
71	7,500	0.172
72	7,500	0.172
73	10,250	0.235
74	7,500	0.172
75	7,500	0.172
76	7,500	0.172
77	7,500	0.172
78	7,500	0.172
79	7,500	0.172
80	7,500	0.172
81	11,883	0.273
82	8,174	0.188
83	11,898	0.273
84	7,500	0.172
85	7,500	0.172
86	7,500	0.172
87	7,500	0.172
88	7,500	0.172
89	7,500	0.172
90	7,500	0.172
91	10,250	0.235
92	10,774	0.247
93	7,946	0.182
94	8,003	0.184
95	8,056	0.185
96	8,113	0.186
97	8,168	0.188
98	8,223	0.189
99	8,278	0.190
100	8,333	0.191
101	8,565	0.197
102	11,572	0.266
103	18,310	0.420
104	9,211	0.211
105	7,681	0.176
106	7,500	0.172
107	7,508	0.172
108	7,751	0.178
109	11,534	0.265
110	11,170	0.256
111	7,741	0.178
112	7,830	0.180
113	7,812	0.179
114	7,500	0.172
115	7,500	0.172
116	7,500	0.172
117	7,500	0.172
118	7,500	0.172
119	7,500	0.172
120	7,500	0.172
300	27,676	0.635

ADJACENT OWNERS TABLE

OWNER	ADDRESS 1	ADDRESS 2	ZIP	LOT	SUB
2202 ESSINGTON LLC	2202 ESSINGTON RD STE 1	JOLIET IL	60435	14	SEIL SUB UNIT 1
ATWATER JOLIET ESSINGTON RTL	162 W GRAND AVE STE 300	CHICAGO IL	60654	1	WESTSIDE JOLIET SUB
ATWATER SAVE IT ALL	162 W GRAND AVE STE 300	CHICAGO IL	60654	2	WESTSIDE JOLIET SUB
BROMLEY ANTHONY M	2802 VIMY RIDGE DR	JOLIET IL	60435	40	PICARDY UNIT 3
BURGIE DAVID A BHARON C	2815 VALLEY FORGE DR	JOLIET IL	60435	287	WARWICK FIVE, UNIT D
CLEMENTS JEFFREY K	2904 VIMY RIDGE DR	JOLIET IL	60435	18	PICARDY UNIT 1
GLOBON RONALD KIMERLY	2902 VIMY RIDGE DR	JOLIET IL	60435	19	PICARDY UNIT 1
DEMUMBRUM DREW	2806 VIMY RIDGE DR	JOLIET IL	60435	36	PICARDY UNIT 2
ESSINGTON ROAD PARTNERS INC	2000 ESSINGTON RD	JOLIET IL	60435	6	DARCY ESTATES UNIT 2
GARCIA JUAN	1622 N CENTER ST	CREST HILL IL	60403	17	PICARDY UNIT 1
GARDNER JUDITH M	2303 GOLFVIEW DR	JOLIET IL	60435	1	PICARDY UNIT 1
GREEN ZACHARY A	2917 VALLEY FORGE DR	JOLIET IL	60435	286	WARWICK FIVE, UNIT D
HARTY HAROLD W	2806 VIMY RIDGE DR	JOLIET IL	60435	37	PICARDY UNIT 3
HERRON ALICE G	2986 S PLATEAU DR	SALT LAKE CITY UT	84109		UNSUBDIVIDED (EAST)
IVERSON JAMES L MARY C	2913 VALLEY FORGE DR	JOLIET IL	60435	269 & 288	WARWICK FIVE, UNIT D
JACOBUS ROBERT J LISA M	2807 VALLEY FORGE DR	JOLIET IL	60435	271	WARWICK FIVE, UNIT D
KRUZICH LESLIE M	2800 VIMY RIDGE DR	JOLIET IL	60435	41	PICARDY UNIT 3
LAZARO JAVIER	2803 VALLEY FORGE DR	JOLIET IL	60435	273	WARWICK FIVE, UNIT D
LECH MIROSLAW MARIA	2302 GOLF VIEW DR	JOLIET IL	60435	9	PICARDY UNIT 1
LINDSAY WARREN J TRUST	2816 VIMY RIDGE DR	JOLIET IL	60435	32	PICARDY UNIT 2
LOT 6 DETENTION LLC	701 ESSINGTON RD STE 100	JOLIET IL	60435	8	DARCY ESTATES UNIT 2
MADDEN RICHARD LOUANN	2913 VIMY RIDGE DR	JOLIET IL	60435	34	PICARDY UNIT 3
MAHER SHARON MARIE DEC TR	2904 VIMY RIDGE DR	JOLIET IL	60435	39	PICARDY UNIT 3
MCDANIEL KEVIN R DELYN L	2819 VALLEY FORGE DR	JOLIET IL	60435	285	WARWICK FIVE, UNIT D
MONTALVO JOSE	2908 VIMY RIDGE DR	JOLIET IL	60435	16	PICARDY UNIT 1
PECORA MIKE P KRISTIN L	2910 VIMY RIDGE DR	JOLIET IL	60435	15	PICARDY UNIT 1
PLAINFIELD TWP PRK DIST	23729 W OTTAWA ST	PLAINFIELD IL	60544	284	WARWICK FIVE, UNIT D
RAMOS JONGA MERLITA O	2914 VIMY RIDGE DR	JOLIET IL	60435	33	PICARDY UNIT 2
ROJAS EDGAR SARAH	2912 VIMY RIDGE DR	JOLIET IL	60435	14	PICARDY UNIT 1
SITZES ERIC W	2810 VIMY RIDGE DR	JOLIET IL	60435	35	PICARDY UNIT 2
SKALA JAMES D BARBARA A	2805 VALLEY FORGE DR	JOLIET IL	60435	272	WARWICK FIVE, UNIT D
SLABOSZEWSKI JAMES DEBRA L	2809 VALLEY FORGE DR	JOLIET IL	60435	270	WARWICK FIVE, UNIT D
ZAVALA JOSE CRUZ	2801 VALLEY FORGE DR	JOLIET IL	60435	274	WARWICK FIVE, UNIT D

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF JOLIET, ILLINOIS AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE CITY OF JOLIET, INCLUDING, BUT NOT LIMITED TO, AMERITECH, NORTHERN ILLINOIS GAS COMPANY AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR "P.U. & D.E." ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNA TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE GRANTORS PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENTS THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF JOLIET.

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF JOLIET AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

SEE FINAL ENGINEERING PLANS "PROPOSED IMPROVEMENTS FOR PRAIRIE LANDING PUD" (57 SHEETS) FOR MORE LEGIBLE PROPOSED SPOT GRADES

NO.	DATE	DESCRIPTION
1	01/31/24	REVISED PER CITY REVIEW
2	02/14/24	REVISED PER CITY REVIEW
3	03/01/24	REVISED PER CITY REVIEW
4	03/15/24	REVISED PER CITY REVIEW
5	04/01/24	REVISED PER CITY REVIEW
6	04/15/24	REVISED PER CITY REVIEW
7	05/01/24	REVISED PER CITY REVIEW

Manhard CONSULTING
2531 Internet Boulevard, Suite 120 | Frisco, TX 75034 | 972.335.3580 | www.manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT
2200 ESSINGTON ROAD, JOLIET, ILLINOIS 60435
FINAL PUD PLAT

FIELD WORK	CJS
FIELD BOOK/PG	PWR
DRAWN BY	PWR
DATE	11/01/24
SCALE	1" = 60'

SHEET 2 OF 8

ORHJOIL04

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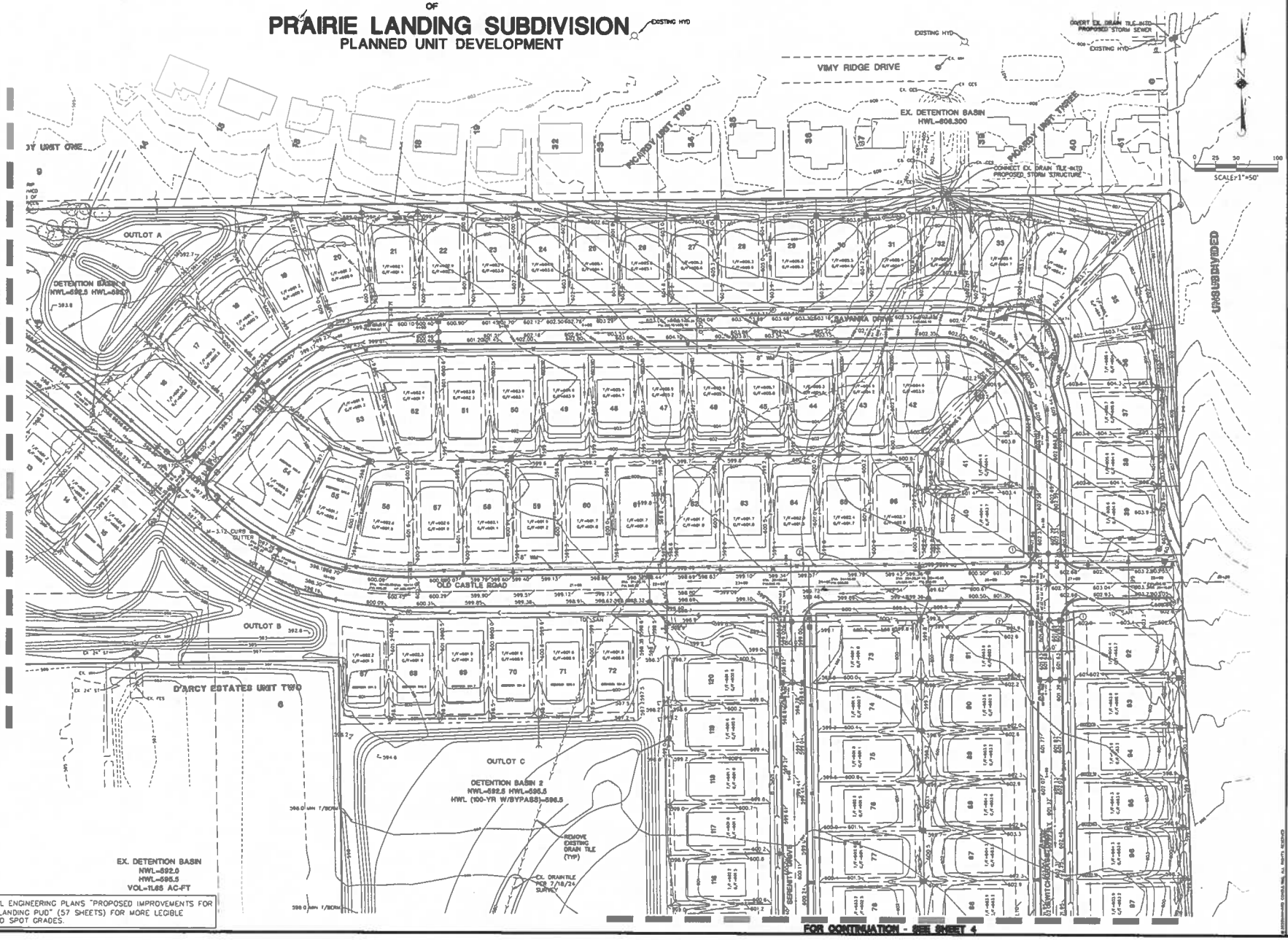
FINAL PLAT
OF
PRAIRIE LANDING SUBDIVISION
PLANNED UNIT DEVELOPMENT

THIS PLAT IS NOT FOR RECORD



EX. DETENTION BASIN
NWL=592.0
HWL=595.5
VOL=11.65 AC-FT

SEE FINAL ENGINEERING PLANS "PROPOSED IMPROVEMENTS FOR PRAIRIE LANDING PUD" (57 SHEETS) FOR MORE LEGIBLE PROPOSED SPOT GRADES.

Manhard CONSULTING

PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT
2200 ESSINGTON ROAD, JOLIET, ILLINOIS 60435
FINAL PUD PLAT

FIELD WORK	CJB
FIELD BOOK	DWR
DRAWN BY	DWR
DATE	11/20/24
SCALE	1" = 50'

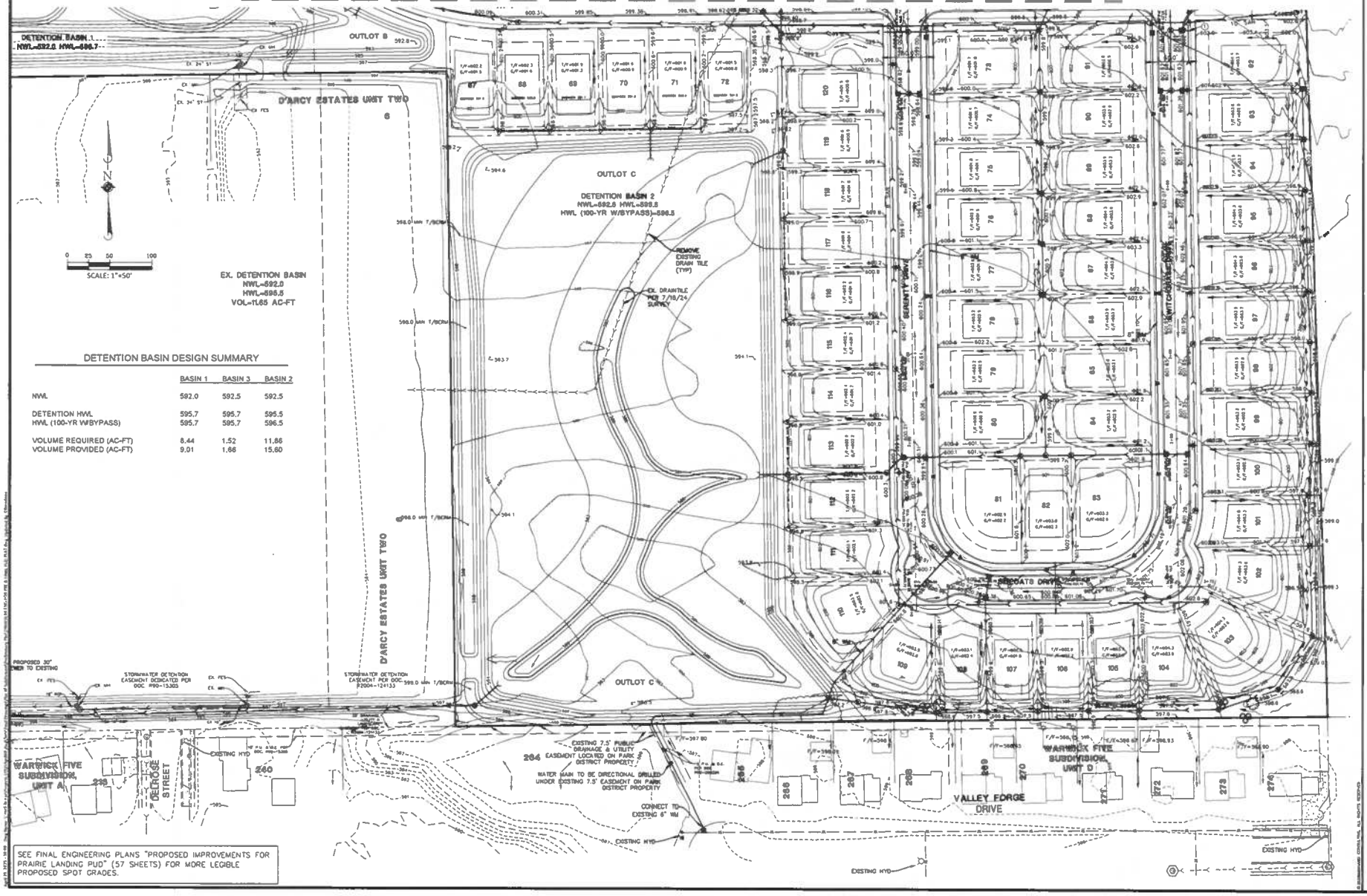
SHEET 3 OF 8

DRHJOB.04

FINAL PLAT
OF
PRAIRIE LANDING SUBDIVISION
PLANNED UNIT DEVELOPMENT

THIS PLAT IS NOT FOR RECORD

FOR CONTINUATION - SEE SHEET 3



DETENTION BASIN DESIGN SUMMARY

	BASIN 1	BASIN 3	BASIN 2
NWL	592.0	592.5	592.5
DETENTION HWL	595.7	595.7	595.5
HWL (100-YR W/BYPASS)	595.7	595.7	596.5
VOLUME REQUIRED (AC-FT)	8.44	1.52	11.86
VOLUME PROVIDED (AC-FT)	9.01	1.88	15.60

SEE FINAL ENGINEERING PLANS "PROPOSED IMPROVEMENTS FOR PRAIRIE LANDING PUD" (57 SHEETS) FOR MORE LEGIBLE PROPOSED SPOT GRADES.

Manhard CONSULTING

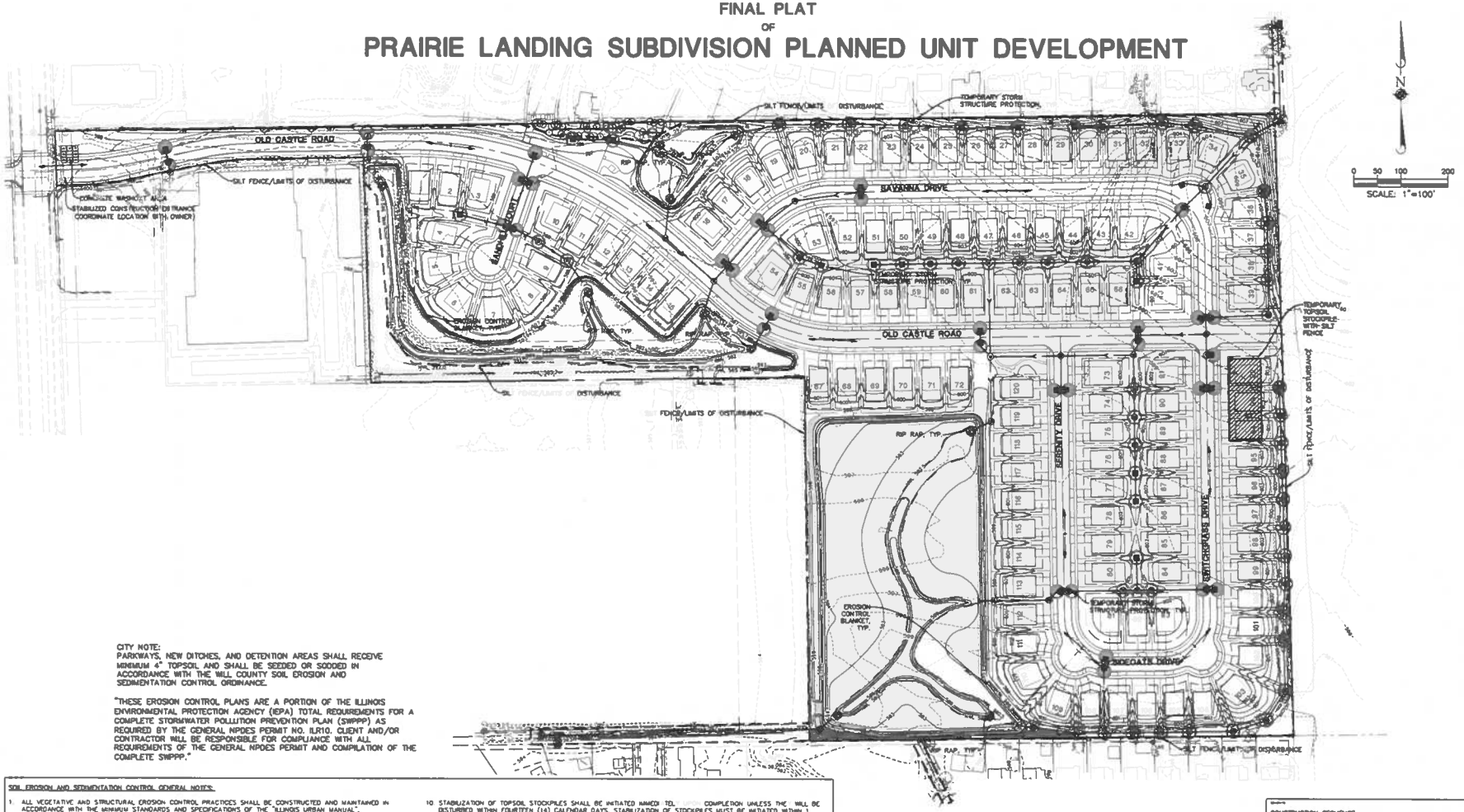
PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT
2200 ESSINGTON ROAD, JOLIET, ILLINOIS 60435
FINAL PUD PLAT

PROJ. MGR. CJS
PROJ. ADMIN. DMR
DRAWN BY DMR
DATE 11/01/24
SCALE 1" = 50'

SHEET 4 OF 8

DRH-JOIL04

FINAL PLAT
OF
PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT



CITY NOTE:
PARKWAYS, NEW DITCHES, AND DETENTION AREAS SHALL RECEIVE MINIMUM 4" TOPSOIL AND SHALL BE SEEDED OR SODDED IN ACCORDANCE WITH THE WILL COUNTY SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.

"THESE EROSION CONTROL PLANS ARE A PORTION OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) TOTAL REQUIREMENTS FOR A COMPLETE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AS REQUIRED BY THE GENERAL NPDES PERMIT NO. ILR10. CLIENT AND/OR CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL NPDES PERMIT AND COMPILATION OF THE COMPLETE SWPPP."

SOIL EROSION AND SEDIMENTATION CONTROL GENERAL NOTES:

1. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE "ILLINOIS URBAN MANUAL".
2. MAINTENANCE AND REPLACEMENT OF EROSION CONTROL ITEMS, WHEN DIRECTED BY THE OWNER, SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT
3. THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER, OR EQUIVALENT SNOWFALL. WHEN THE SNOW MELTS AND THERE IS POTENTIAL FOR EROSION. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF SAID MEASURES SHALL BE MADE IMMEDIATELY. FOR SITES DISCHARGING DEWATERING WATER, AN INSPECTION MUST BE CONDUCTED DURING THE DISCHARGE, ONCE PER DAY ON WHICH THE DISCHARGE OCCURS AND DOCUMENTED AND KEPT IN THE SWPPP BOOKLET
4. INSTALL ALL PERIMETER SILT FENCING PRIOR TO ANY CLEARING OR GRADING. ONSITE SEDIMENT CONTROL MEASURES AS SHOWN AND SPECIFIED BY THIS EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE CONSTRUCTED AND FUNCTIONAL PRIOR TO INITIATING CLEARING, GRADING, STRIPPING, EXCAVATION OR FILLING ACTIVITIES ON THE SITE.
5. STORM WATERS FALLING ON THE ENTIRE SITE SHALL BE DIVERTED INTO THE DETENTION BASIN, PRIOR TO BECOMING MASS EXCAVATION, THE CONTRACTOR SHALL CONSTRUCT DITCHES, SWALES, SEDIMENTATION TRAPS AND SILTATION CONTROL MEASURES AS REQUIRED TO INTERCEPT SURFACE WATERS BEFORE THEY FLOW ONTO ADJACENT PROPERTY AND CONVEY THEM TO THE DETENTION BASIN.
6. IF STORMWATER DETENTION IS NOT REQUIRED THE CONTRACTOR SHALL CONSTRUCT DITCHES, SWALES, SEDIMENT TRAPS AND SILTATION CONTROL MEASURES AS REQUIRED TO INTERCEPT SURFACE WATERS BEFORE THEY FLOW ONTO ADJACENT PROPERTY
7. STABILIZATION OF DISTURBED AREAS MUST BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE, OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN 1 WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE BUT NOT LATER THAN 14 DAYS FROM THE INITIATION OF STABILIZATION WORK IN AN AREA.
8. TEMPORARY SEED MIXTURE SHALL BE APPLIED AT 64 LBS/ACRE.
9. INLET PROTECTION SHALL BE INSTALLED UNDER THE GRATING OF EACH DRAINAGE STRUCTURE.
10. STABILIZATION OF TOPSOIL STOCKPILES SHALL BE INITIATED IMMEDI TEL COMPLETION UNLESS THE WILL BE DISTURBED WITHIN FOURTEEN (14) CALENDAR DAYS. STABILIZATION OF STOCKPILES MUST BE INITIATED WITHIN 1 WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE BUT NOT LATER THAN 14 DAYS FROM THE INITIATION OF STABILIZATION WORK IN AN AREA. ALL SOIL STORAGE PILES SHALL BE PROTECTED FROM EROSION WITH SILT FENCE ON THE DOWN SLOPE SIDE OF THE PILES.
11. DEWATERING DISCHARGES SHALL BE ROUTED THROUGH A SEDIMENT CONTROL (e.g. SEDIMENT TRAP OR BASIN, PUMPED WATER FILTER BAG) DESIGNED TO MINIMIZE DISCHARGES WITH VISUAL TURBIDITY. THE DISCHARGE SHALL NOT INCLUDE VISIBLE FLOATING SOLIDS OR FOAM. THE DISCHARGE MUST NOT CAUSE THE FORMATION OF A VISIBLE SHEEN ON THE WATER SURFACE, OR VISIBLE OILY DEPOSITS ON THE BOTTOM OR SHORELINE OF THE RECEIVING WATER. AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVISE SHALL BE USED TO TREAT OIL, GREASE, OR OTHER SIMILAR PRODUCTS IF DEWATERING WATER IS FOUND TO OR EXPECTED TO CONTAIN THESE MATERIALS. TO THE EXTENT FEASIBLE, USE WELL VEGETATED (e.g. GRASSY OR WOODED), UPLAND AREAS OF THE SITE TO INFILTRATE DEWATERING WATER BEFORE DISCHARGE USING RECEIVING WATERS AS PART OF THE TREATMENT AREA IS PROHIBITED. TO MINIMIZE DEWATERING RELATED EROSION AND RELATED SEDIMENT DISCHARGES, USE STABLE, EROSION RESISTANT SURFACES (e.g. WELL-VEGETATED GRASSY AREAS, CLEAN FILTER STONE, GEOTEXTILE UNDERLAYMENT) TO DISCHARGE FROM DEWATERING CONTROLS. DO NOT PLACE DEWATERING CONTROLS, SUCH AS PUMPED WATER FILTER BAGS ON STEEP SLOPES (15% OR GREATER IN GRADE. BACKWASH WATER (WATER USED TO BACKWASH/CLEAN ANY FILTERS USED AS PART OF STORMWATER TREATMENT) MUST BE PROPERLY TREATED OR HAULED OFF-SITE FOR DISPOSAL. DEWATERING TREATMENT DEVICES SHALL BE PROPERLY MAINTAINED
12. DUST CONTROL SHALL BE PERFORMED ON A DAILY BASIS USING WATER DISPERSED FROM A TRUCK MOUNTED TANK WITH STANDARD DISCHARGE HEADER TO PROVIDE A UNIFORM RATE OF APPLICATION
13. TEMPORARY GRAVEL CONSTRUCTION ENTRANCES SHALL BE MAINTAINED, ADJUSTED OR RELOCATED AS NECESSARY TO PREVENT SEDIMENT FROM BEING TRACKED ONTO PUBLIC ROADWAYS. ANY SEDIMENT REACHING A PUBLIC ROAD SHALL BE REMOVED BY SHOVELING OR STREET CLEANING BEFORE THE END OF EACH WORKING DAY.
14. ANY LOOSE MATERIAL THAT IS DEPOSITED IN THE FLOW LINE OF ANY GUTTER OR DRAINAGE STRUCTURE DURING CONSTRUCTION OPERATIONS SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY.
15. OVERLAND FLOW SHALL BE DIRECTED TO THE DETENTION BASIN PRIOR TO LEAVING THE SITE.
16. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE CLIENT OR OTHER JURISDICTIONAL GOVERNMENTAL ENTITIES.
17. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL JURISDICTIONAL GOVERNMENTAL AGENCY REQUIREMENTS WITHIN 30 DAYS OF FINAL STABILIZATION.

STABILIZATION CHART

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PERMANENT SEEDINGS												
DORMANT SEEDINGS	D										D	
TEMPORARY SEEDINGS			C									
TEMPORARY SEEDINGS	D											D
SODDING												
MULCHING												

HIGH FLOWS (GUIDELINES 125 LBS/1,000 SF) WITH PERENNIAL SPECIES OR 45 LBS/1,000 SF

HIGH FLOWS (GUIDELINES 125 LBS/1,000 SF) WITH PERENNIAL SPECIES OR 45 LBS/1,000 SF 2 TONS STRAW MULCH PER ACRE

C = SPRING OATS
D = WHEAT OR CEREAL RYE
E = 1500 ENGINEERED EROSION CONTROL BLANKET

F = STRAW MULCH 2 TONS PER ACRE

* IRRIGATION NEEDED DURING JUNE, JULY AND SEPTEMBER

** IRRIGATION NEEDED FOR 2-3 WEEKS 5 AFTER SEEDING

NOTE: THIS CHART IS A GUIDE TO ASSISTS THE CONTRACTOR IN UNDERSTANDING OPTIONS FOR SOIL STABILIZATION. THE LANDSCAPE PLAN SHALL TAKE PRECEDENCE OVER THIS CHART. ANY CONFLICT SHALL BE DISCUSSED WITH THE LANDSCAPE ARCHITECT PRIOR TO THE START OF CONSTRUCTION.

SOIL PROTECTION CHART

LEGEND

- S — S — TEMPORARY SILT FENCE (PERIMETER EROSION BARRIER)
- TEMPORARY SILT DIKE
- EROSION CONTROL BLANKET (NORTH AMERICAN GREEN DS 75) (SEEDING PER LANDSCAPE PLAN)
- TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
- TEMPORARY STORM STRUCTURE PROTECTION
- TEMPORARY CULVERT INLET PROTECTION
- TEMPORARY PERFORATED RISER
- PAVEMENT DRAINAGE FLOW
- SWALE DRAINAGE FLOW
- LIMITS OF DISTURBANCE/CONSTRUCTION

CONSTRUCTION SEQUENCE:

1. INSTALL SILT FENCE AT LOCATIONS AS INDICATED ON THE PLANS
2. PROVIDE STABILIZED CONSTRUCTION ENTRANCE.
3. CONSTRUCT TEMPORARY DITCHES, SWALES, SEDIMENT TRAPS AND/OR BASINS.
4. STRIP EXISTING TOPSOIL FROM PROPOSED LIMITS OF DISTURBANCE AND STOCKPILE WHERE SHOWN ON PLANS.
5. PROVIDE SILT FENCE AROUND THE BASE OF THE STOCKPILES
6. CONSTRUCT STORMWATER MANAGEMENT (DETENTION) FACILITIES TO SUB-GRADE AND INSTALL OUTLET PIPES.
7. COMPLETE TOPSOIL PLACEMENT AND PERMANENT SEEDING AND SODDING OF STORMWATER MANAGEMENT FACILITIES
8. CUT AND FILL SITE TO PLAN SUB-GRADE.
9. CONSTRUCT UNDERGROUND IMPROVEMENTS, i.e. SANITARY SEWER WATERMAIN AND STORM SEWER**, ETC
10. CONSTRUCT PAVEMENT IMPROVEMENTS PER PLAN
11. COMPLETE CONSTRUCTION OF SITE WITH PERMANENT STABILIZATION
12. REMOVE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES.

** INSTALL INLET PROTECTION AROUND DRAINAGE STRUCTURES AS CONSTRUCTED

Manhard CONSULTING

PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT
2200 ESSINGTON ROAD, JOLIET, ILLINOIS 60435
FINAL PUD PLAT

PROJ. MGR. DB
PROJ. ASSOC. KS
DRAWN BY DB
DATE 10/18/24
SCALE 1"=100'

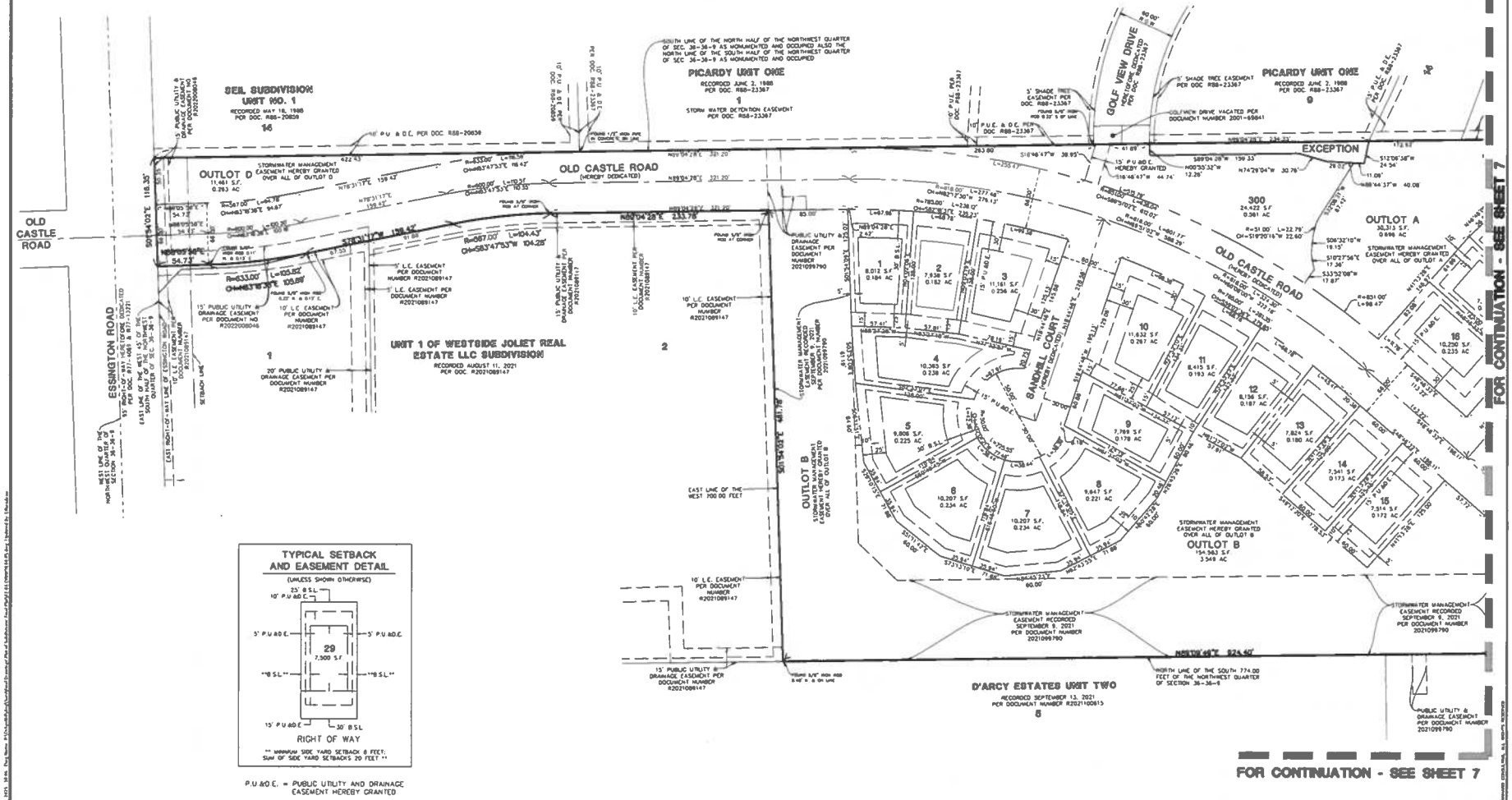
SHEET 5 OF 8

DRAWING04

FINAL PLAT
OF
PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT

BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.



TYPICAL SETBACK AND EASEMENT DETAIL

(UNLESS SHOWN OTHERWISE)

** MINIMUM SIDE YARD SETBACK 8 FEET; SUM OF SIDE YARD SETBACKS 20 FEET **

P.U.&D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED

NO.	DATE	REVISION	BY
A	8/27/24	ADDED PER CITY REVIEW	GJS
B	9/3/24	ADDED PER CITY REVIEW	GJS
C	9/11/24	ADDED PER CITY REVIEW	GJS
D	9/23/24	ADDED PER CITY REVIEW	GJS
E	10/2/24	ADDED PER CITY REVIEW	GJS

Manhard CONSULTING

PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT
2200 ESSINGTON ROAD, JOLIET, ILLINOIS 60435
FINAL PUD PLAT

FIELD CHK. CJS
FIELD ASSIST. CJS
DRAWN BY LB
DATE 10/08/24
SCALE 1" = 50'

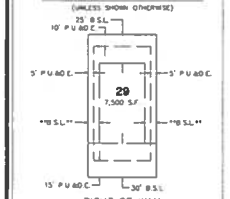
SHEET 6 OF 8

DRHJOIL04

FINAL PLAT
OF
PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT

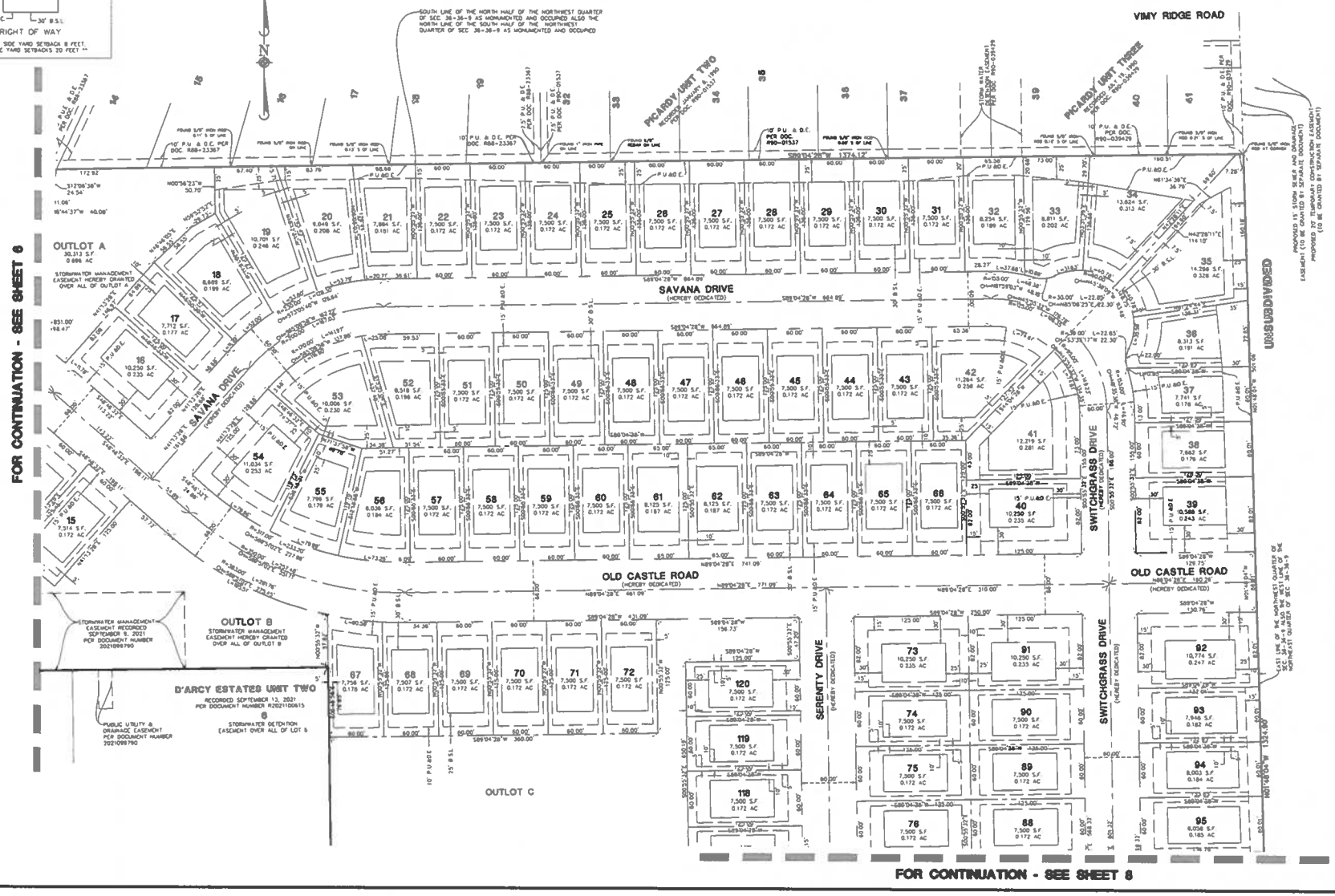
BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

TYPICAL SETBACK AND EASEMENT DETAIL
(UNLESS SHOWN OTHERWISE)



** MINIMUM SIDE YARD SETBACK 8 FEET. SUM OF SIDE YARD SETBACKS 20 FEET **

GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft



Manhard CONSULTING

REVISIONS		
NO.	DATE	
A	01/24/24	PER VILLAGE REVIEW LETTER
B	02/14/24	PER VILLAGE REVIEW LETTER
C	03/13/24	PER VILLAGE REVIEW LETTER
D	04/15/24	PER VILLAGE REVIEW LETTER
E	05/17/24	PER VILLAGE REVIEW LETTER
F	06/14/24	PER VILLAGE REVIEW LETTER
G	08/23/24	PER VILLAGE REVIEW LETTER
H	09/20/24	PER VILLAGE REVIEW LETTER

PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT
2200 ESSINGTON ROAD, JOLIET, ILLINOIS 60435
FINAL PUD PLAT

FINAL PLAT	DR
FINAL ENGR.	DR
DESIGN BY	LB
DATE	10/18/24
SCALE	1" = 80'

SHEET 7 OF 8

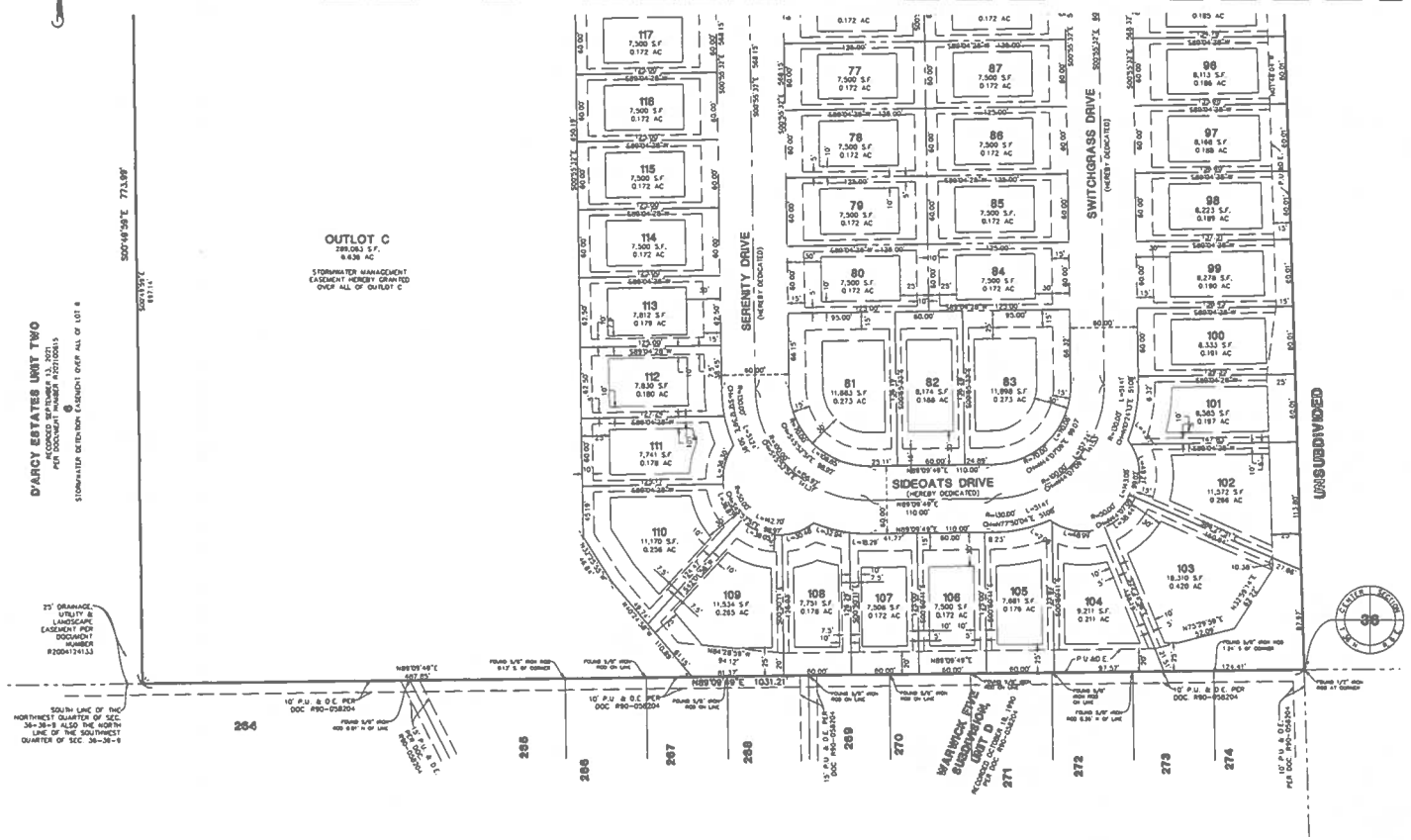
ORHJOB.04

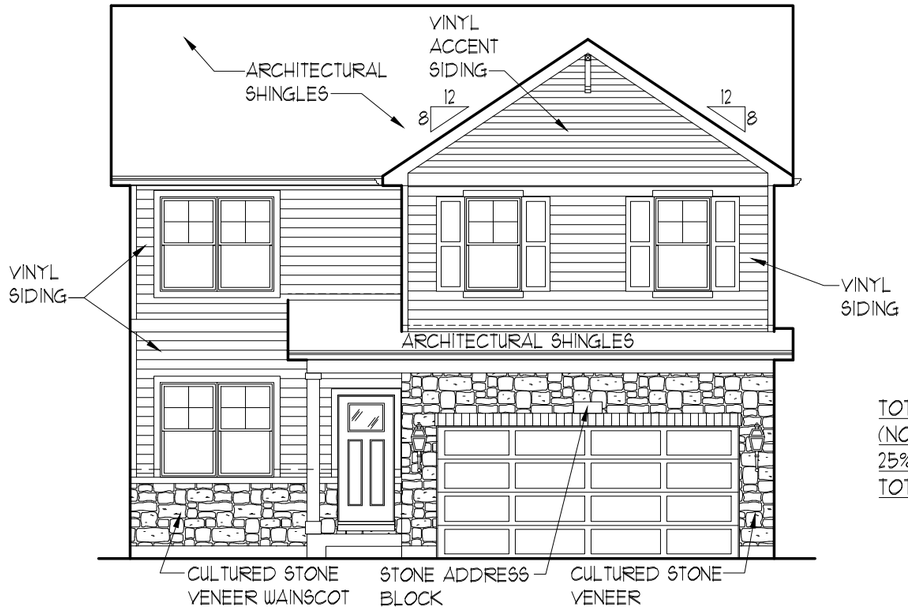
FINAL PLAT
OF
PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT

BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

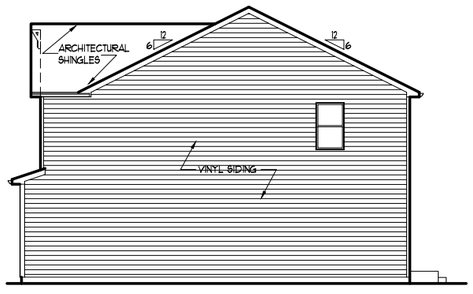
FOR CONTINUATION - SEE SHEET 7


OUTLOT C
289,083 S.F.
6.636 AC
STORMWATER MANAGEMENT EASEMENT HEREBY GRANTED OVER ALL OF OUTLOT C
D'ARCY ESTATES UNIT TWO
RECORDED SEPTEMBER 13, 2021
PER DOCUMENT NUMBER R2021105615
STORMWATER DETENTION EASEMENT OVER ALL OF LOT 8
SERENITY DRIVE
(HEREBY DEDICATED)
SWITCHGRASS DRIVE
(HEREBY DEDICATED)
SIDEOATS DRIVE
(HEREBY DEDICATED)
UNSUBDIVIDED
WARWICK FIRE STATION SUBDIVISION
RECORDED OCTOBER 15, 1990
PER DOC. NO. R90-134004
25' DRAINAGE, UTILITY & LANDSCAPE EASEMENT PER DOCUMENT NUMBER R2004124133
SOUTH LINE OF THE NORTHWEST QUARTER OF SEC. 36-36-9 ALSO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SEC. 36-36-9
S00°49'56"E 773.99'
S00°49'56"E 1311.14'
N89°09'49"E 1031.21
S89°09'49"W 607.05'
10' P.U. & D.E. PER DOC R90-058204
10' P.U. & D.E. PER DOC R90-058204
10' P.U. & D.E. PER DOC R90-058204
15' P.U. & D.E. PER DOC R90-058204
10' P.U. & D.E. PER DOC R90-058204
P.U. & D.E.
P.U. & D.E.
P.U. & D.E.

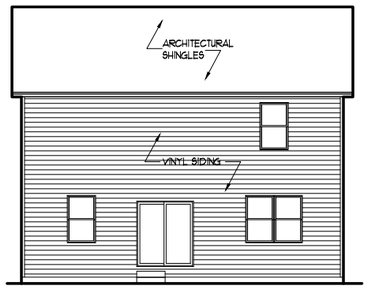


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 459.16 SQ. FT.
25% OF SIDEABLE AREA= 114.79 SQ. FT.
TOTAL MASONRY AREA = 133.00 SQ. FT. (29.0%)

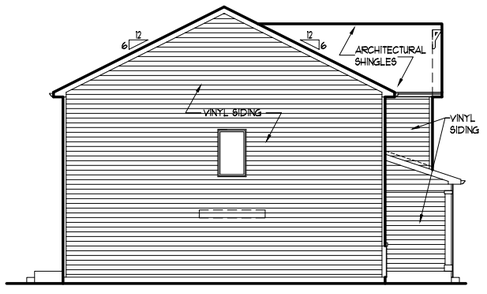
ELEVATION "A5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

x424

PRAIRIE LANDING

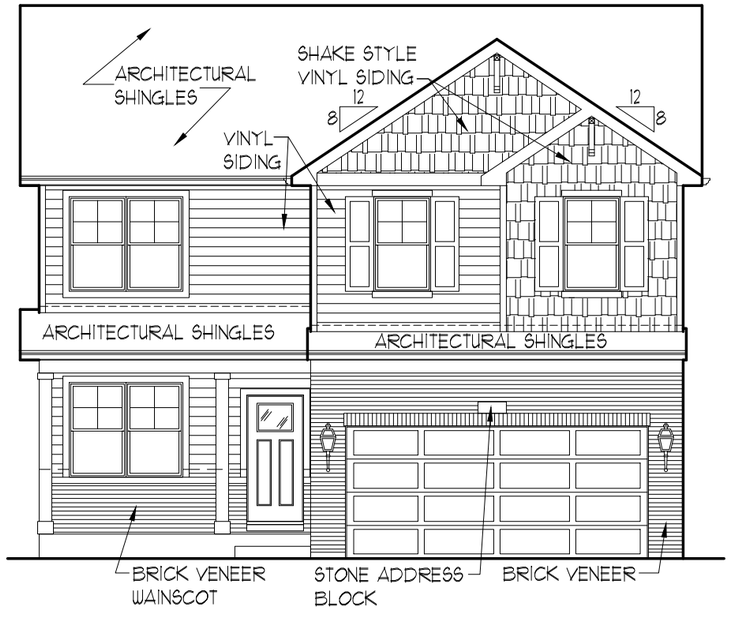
JOLIET, IL.

X-SERIES

D·R·HORTON® DHI Listed NYSE
America's Builder

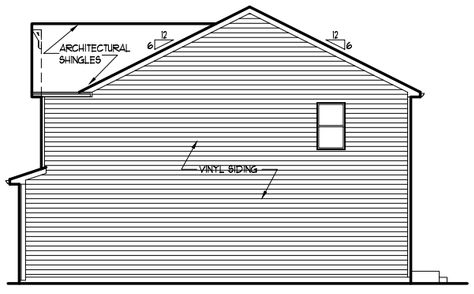
11-13-24

Premier Architecture, Inc.
1000 W. SPRING ST., SOUTH ELGIN, IL 60177 (847) 877-6150

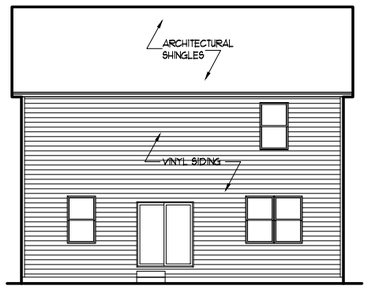


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 428.99 SQ. FT.
25% OF SIDEABLE AREA= 107.25 SQ. FT.
TOTAL MASONRY AREA = 128.39 SQ. FT. (29.9%)

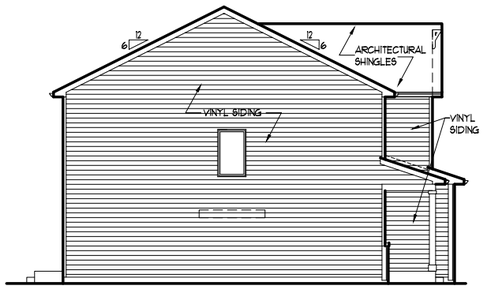
ELEVATION "B4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

x424

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JOLIET, IL.

X-SERIES

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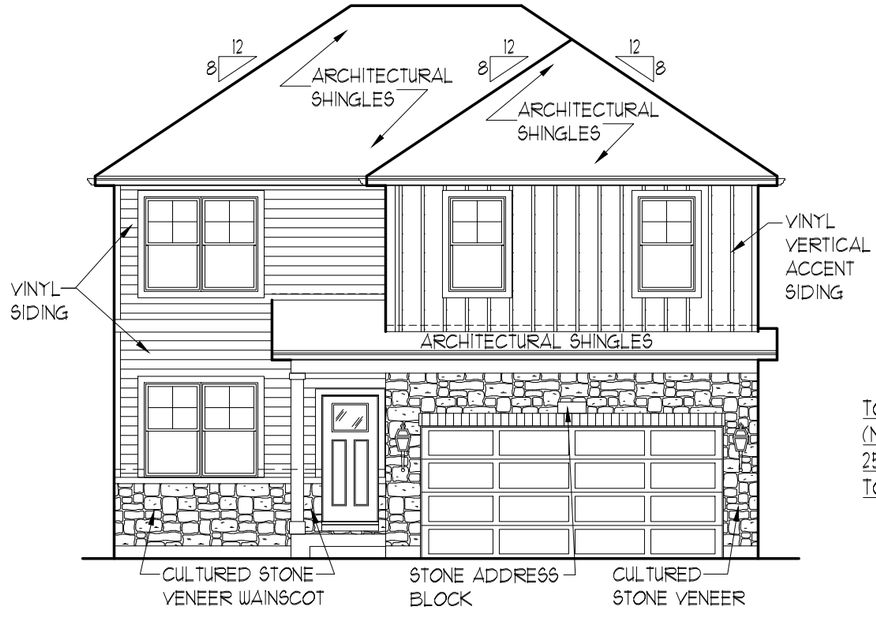
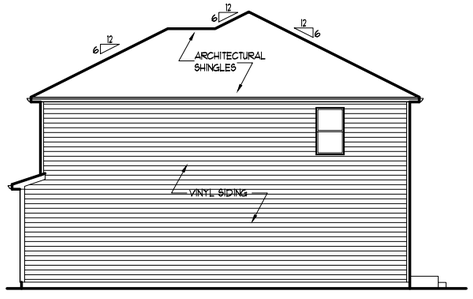
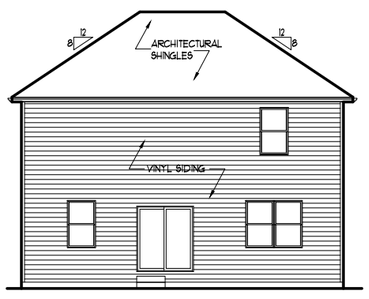


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 386.40 SQ. FT.
25% OF SIDEABLE AREA= 96.60 SQ. FT.
TOTAL MASONRY AREA = 133.00 SQ. FT. (34.4%)

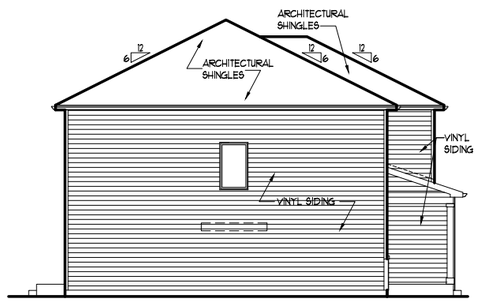
ELEVATION "C5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X424

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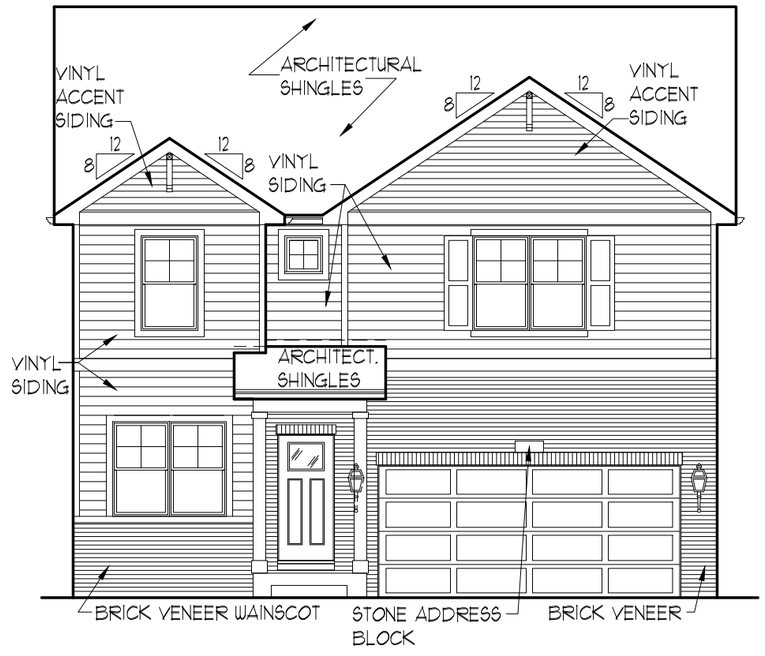
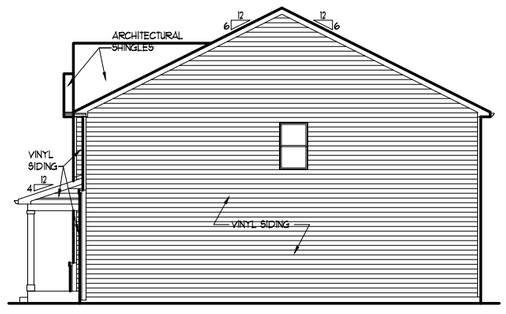
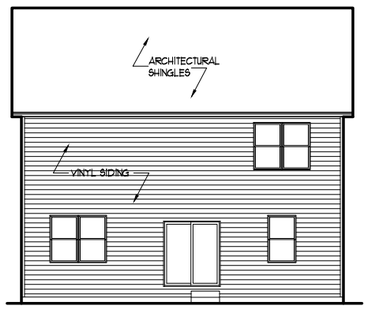


ELEVATION "A4"

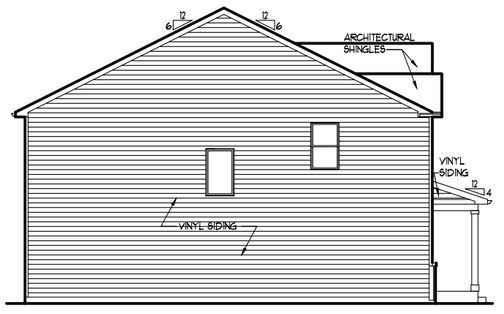
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 521.05 SQ. FT.
25% OF SIDEABLE AREA= 130.26 SQ. FT.
TOTAL MASONRY AREA = 197.00 SQ. FT. (37.8%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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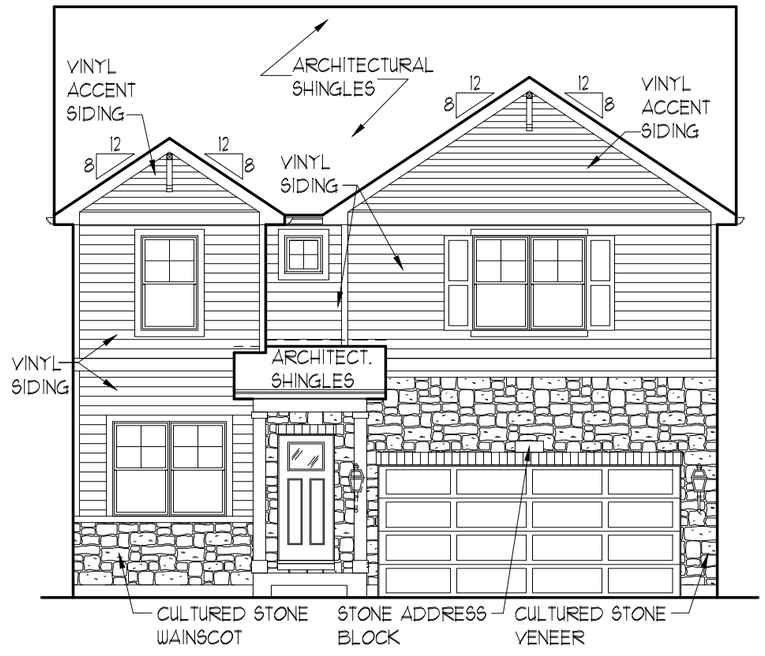
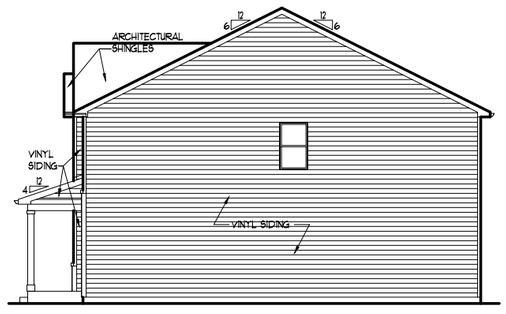
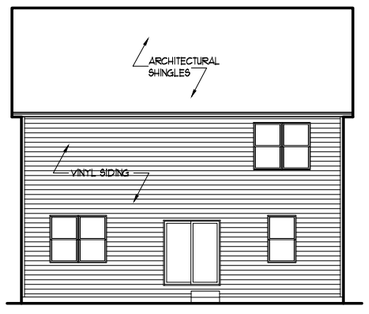


ELEVATION "A5"

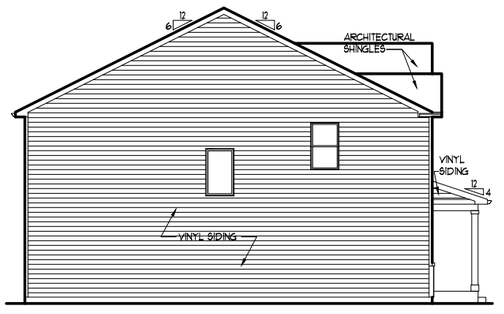
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 521.05 SQ. FT.
25% OF SIDEABLE AREA= 130.26 SQ. FT.
TOTAL MASONRY AREA = 193.00 SQ. FT. (37.0%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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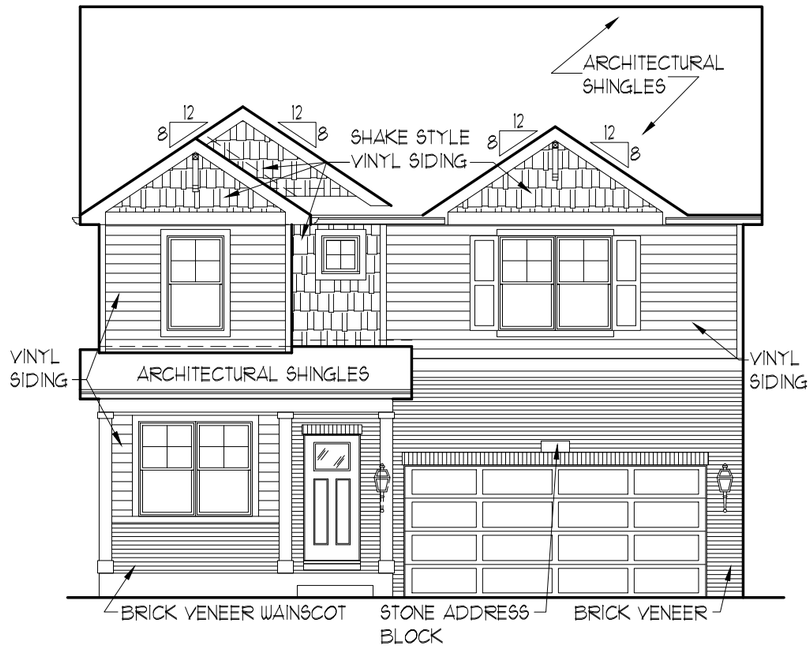
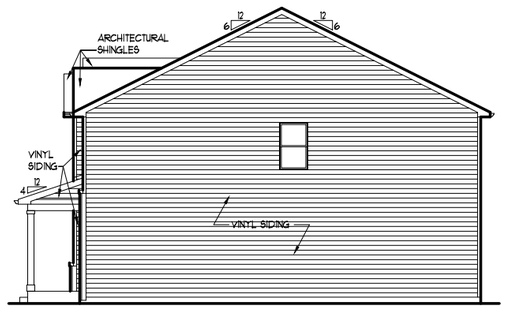
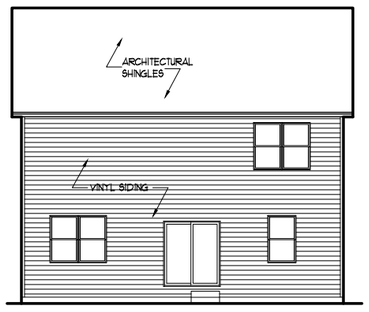


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 459.84 SQ. FT.
25% OF SIDEABLE AREA= 114.96 SQ. FT.
TOTAL MASONRY AREA = 187.90 SQ. FT. (40.9%)

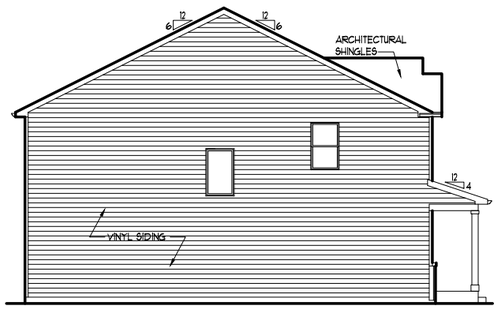
ELEVATION "B4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

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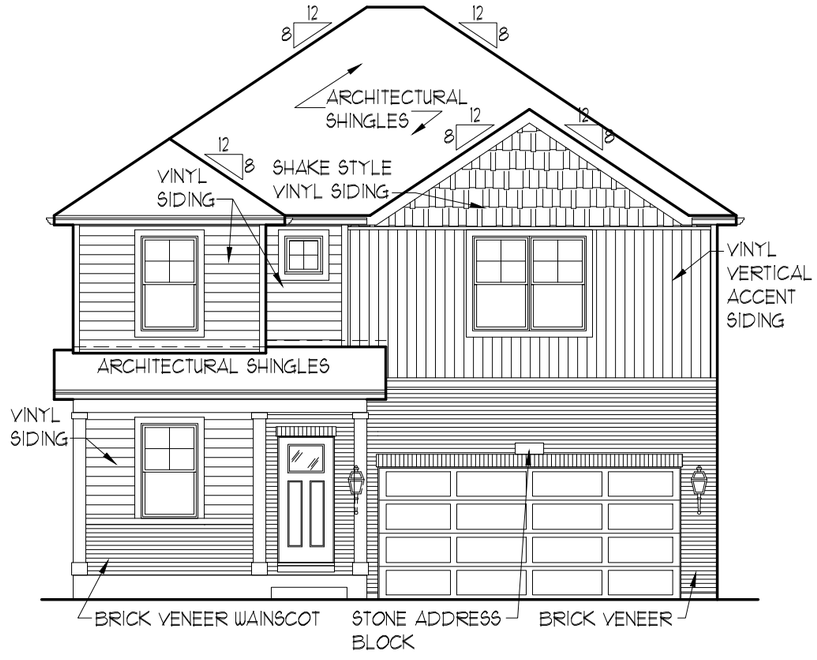
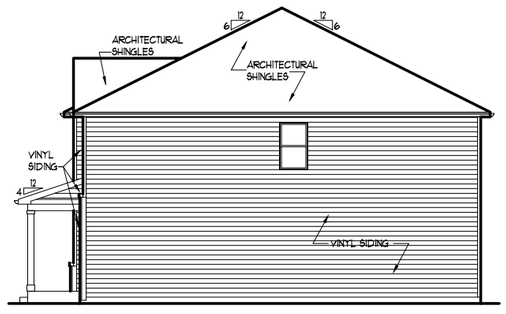
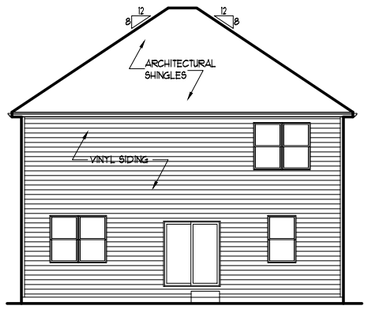


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 457.85 SQ. FT.
25% OF SIDEABLE AREA= 114.46 SQ. FT.
TOTAL MASONRY AREA = 187.90 SQ. FT. (41.0%)

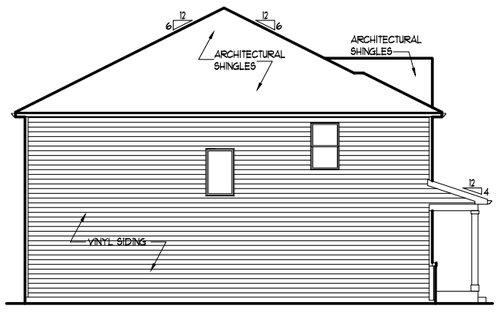
ELEVATION "D4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

JOLIET, IL.

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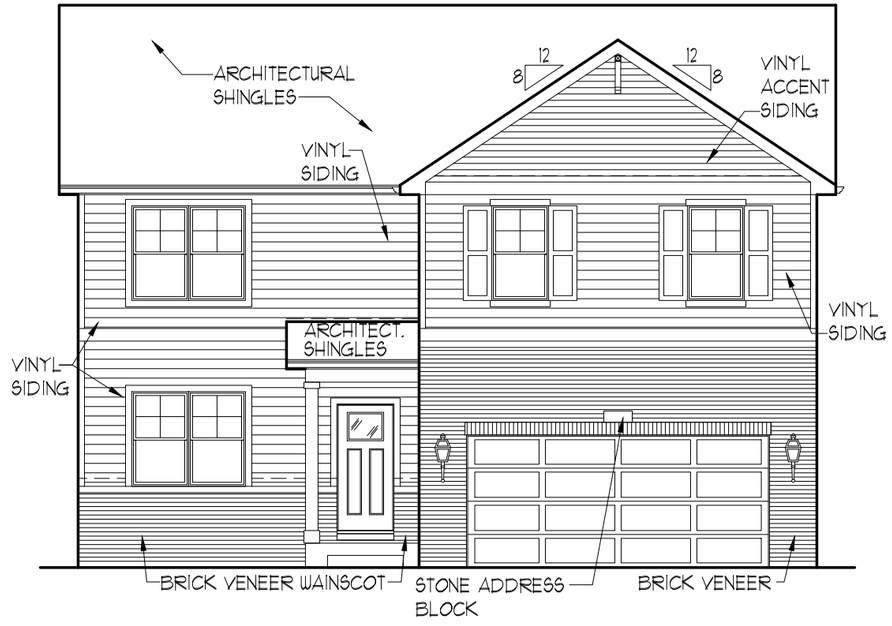
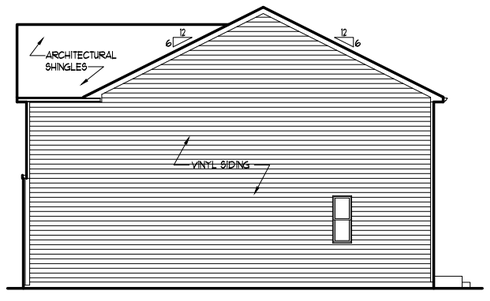
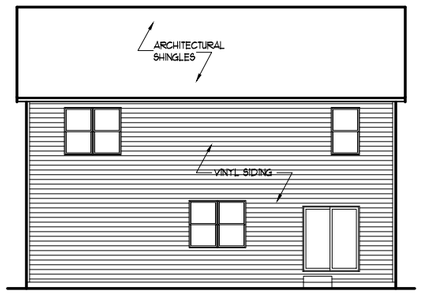


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 593.59 SQ. FT.
25% OF SIDEABLE AREA= 148.40 SQ. FT.
TOTAL MASONRY AREA = 195.46 SQ. FT. (32.9%)

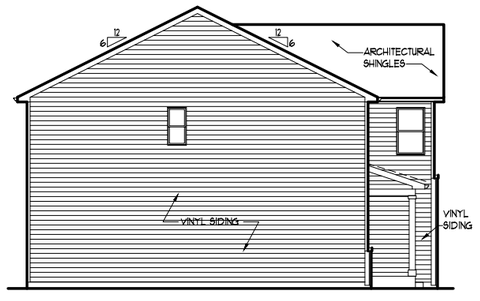
ELEVATION "A4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X429

PRAIRIE LANDING

JOLIET, IL.

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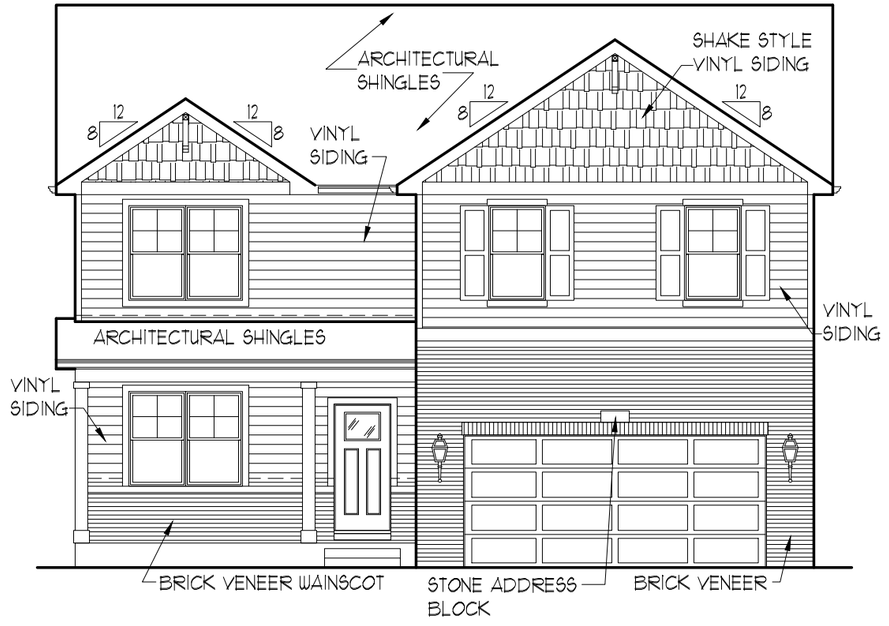
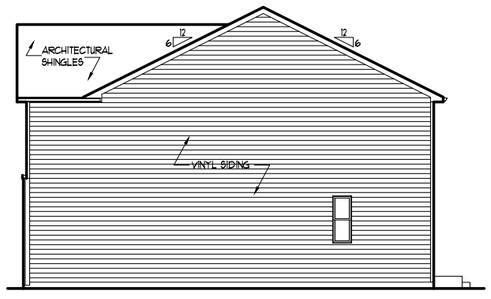
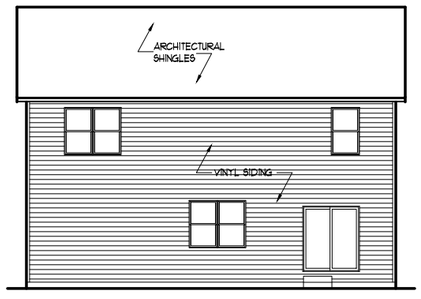


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 583.53 SQ. FT.
25% OF SIDEABLE AREA= 145.88 SQ. FT.
TOTAL MASONRY AREA = 183.96 SQ. FT. (31.5%)

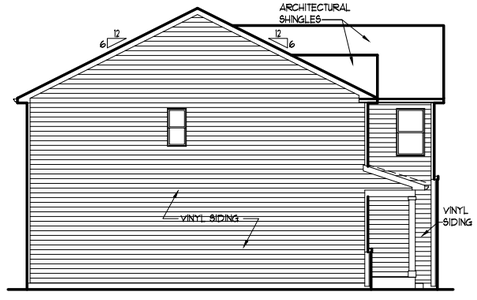
ELEVATION "B4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

x429
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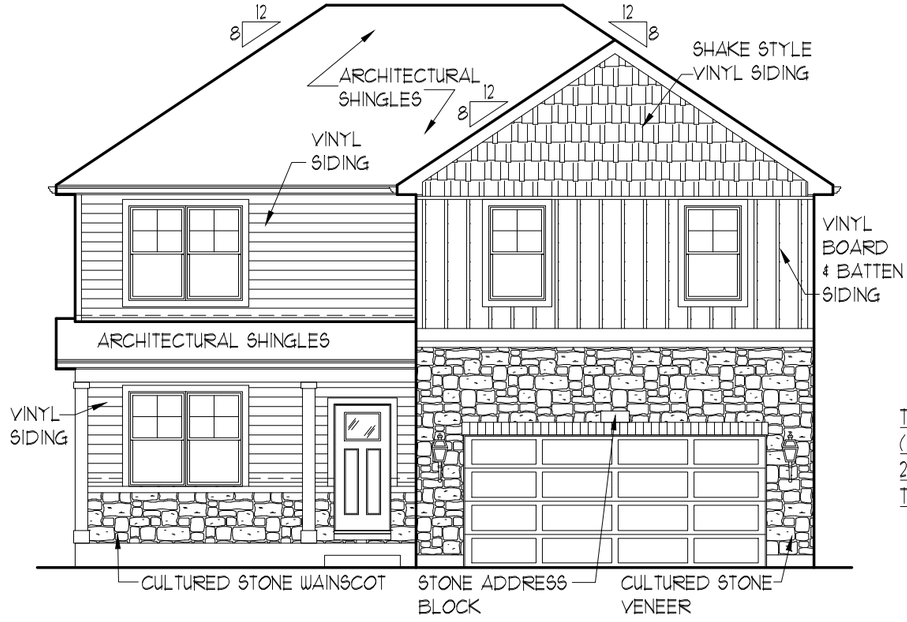
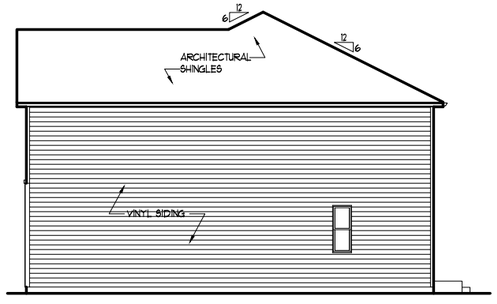
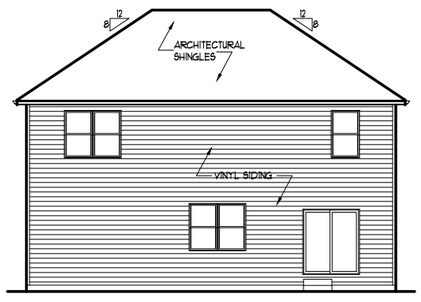


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 556.09 SQ. FT.
25% OF SIDEABLE AREA= 139.02 SQ. FT.
TOTAL MASONRY AREA = 182.29 SQ. FT. 32.8%)

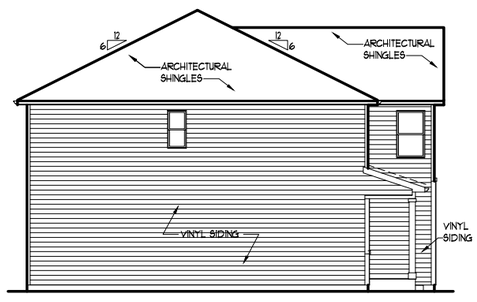
ELEVATION "D5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X429

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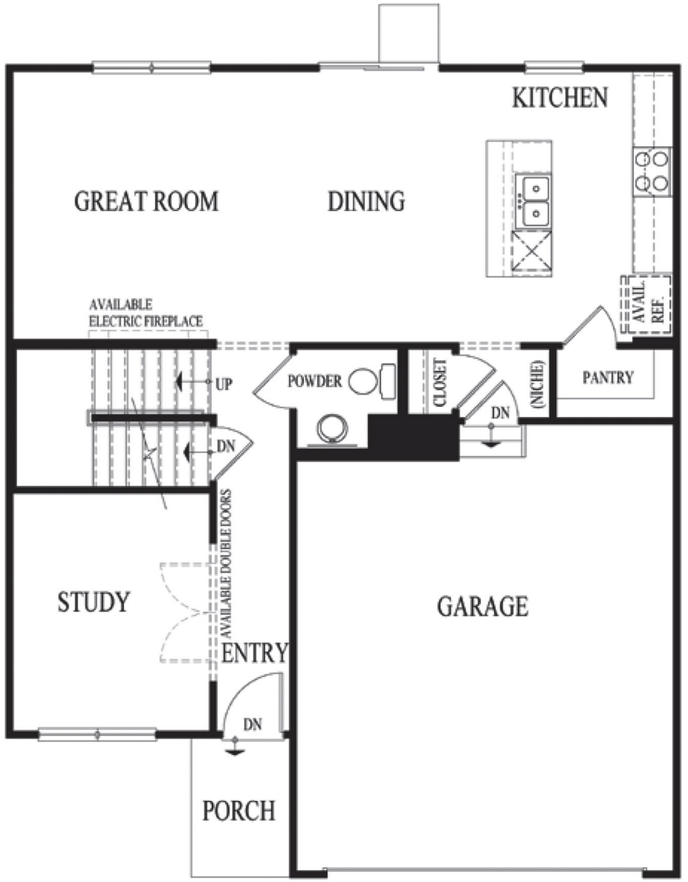
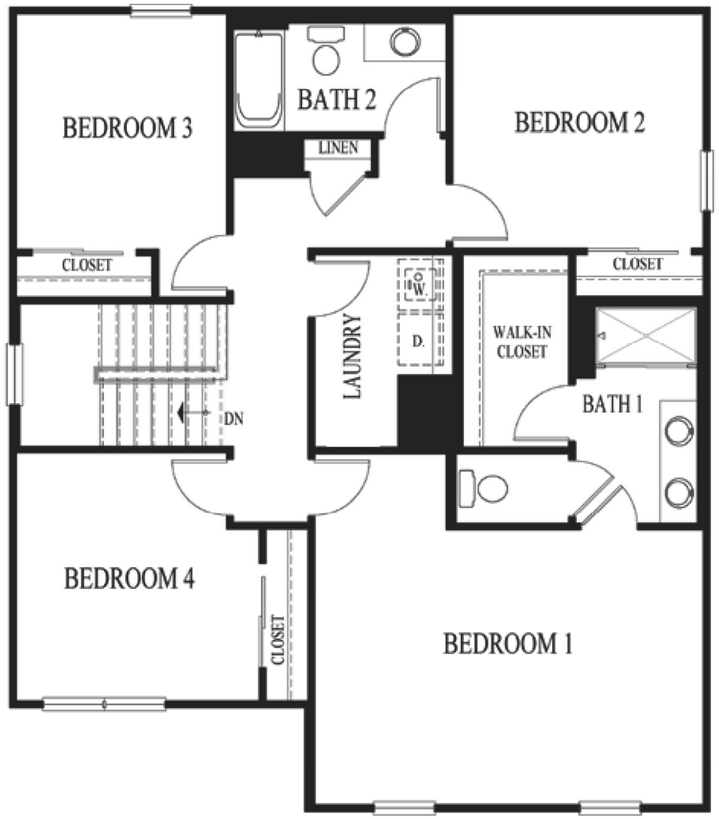
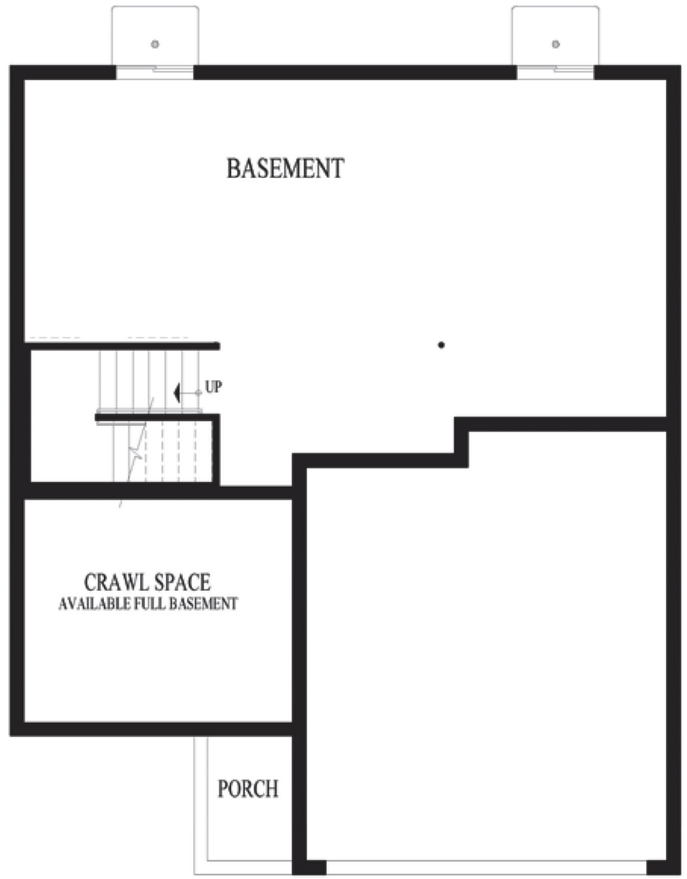


Main Level



Upper Level



Partial Basement*

*Mechanical and window locations may vary. See a sales representative for details.

D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates. REV 240716

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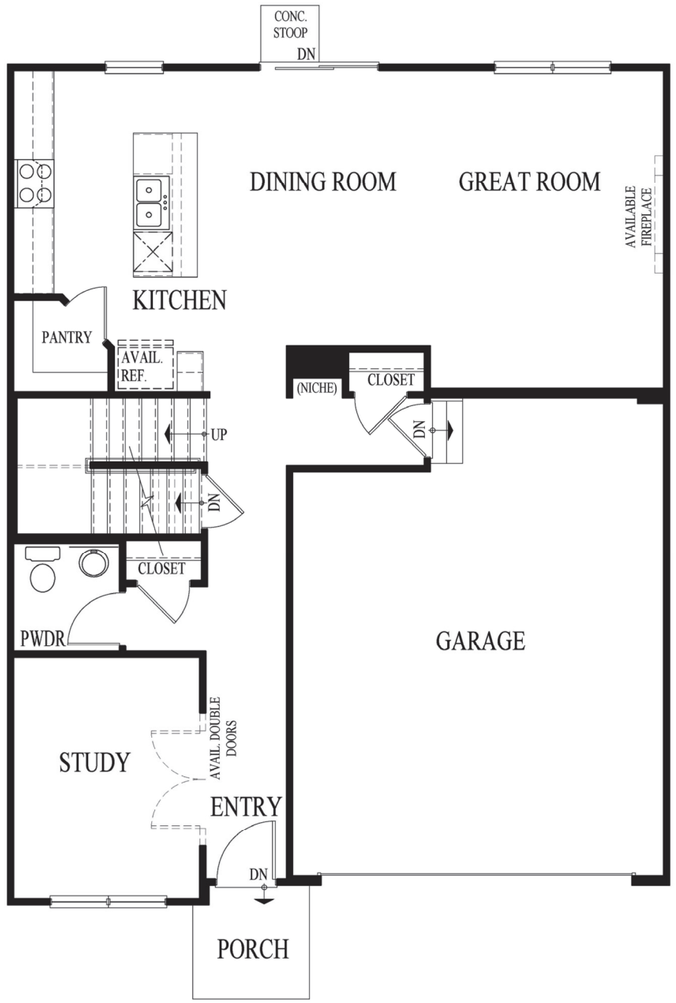
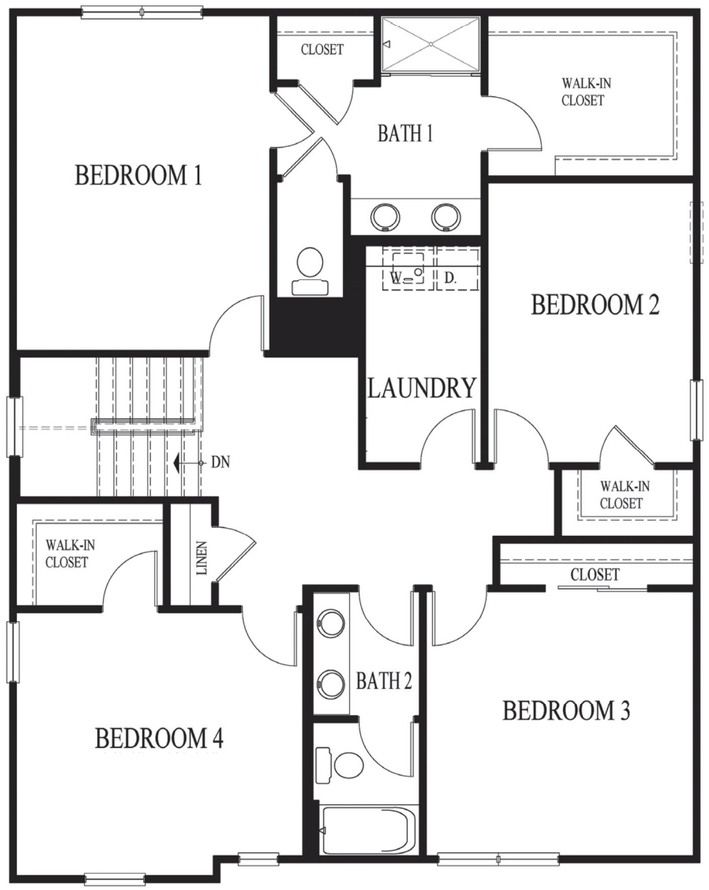
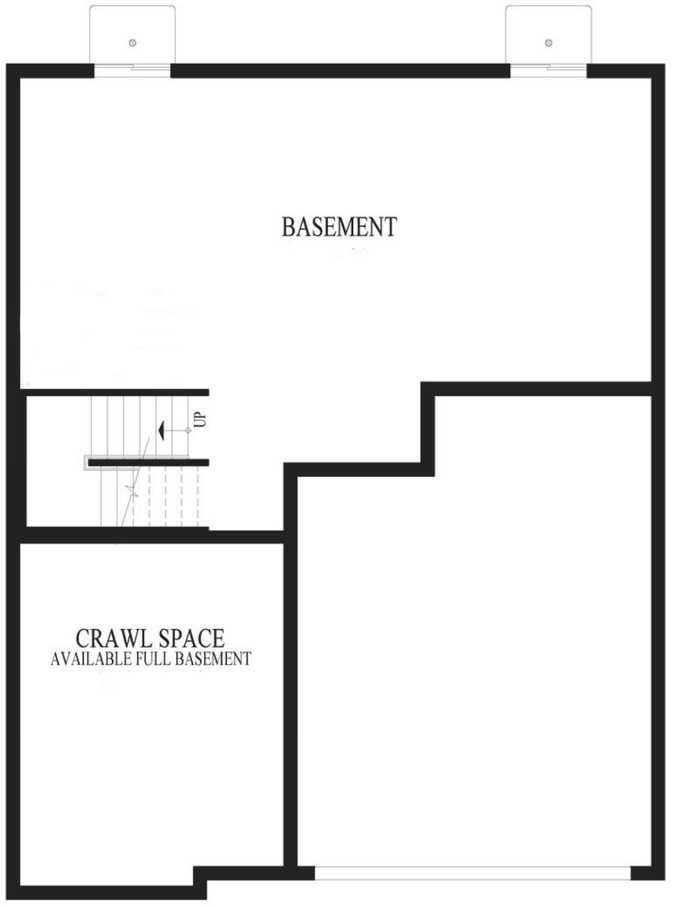


Main Level



Upper Level



Partial Basement*

*Mechanical and window locations may vary. See a sales representative for details.

D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates. REV 240716

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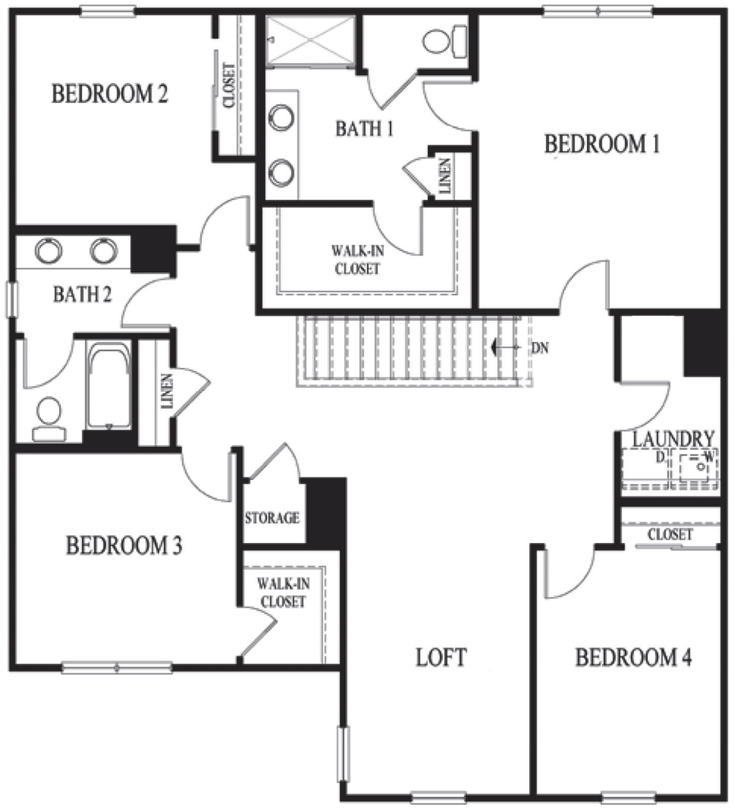
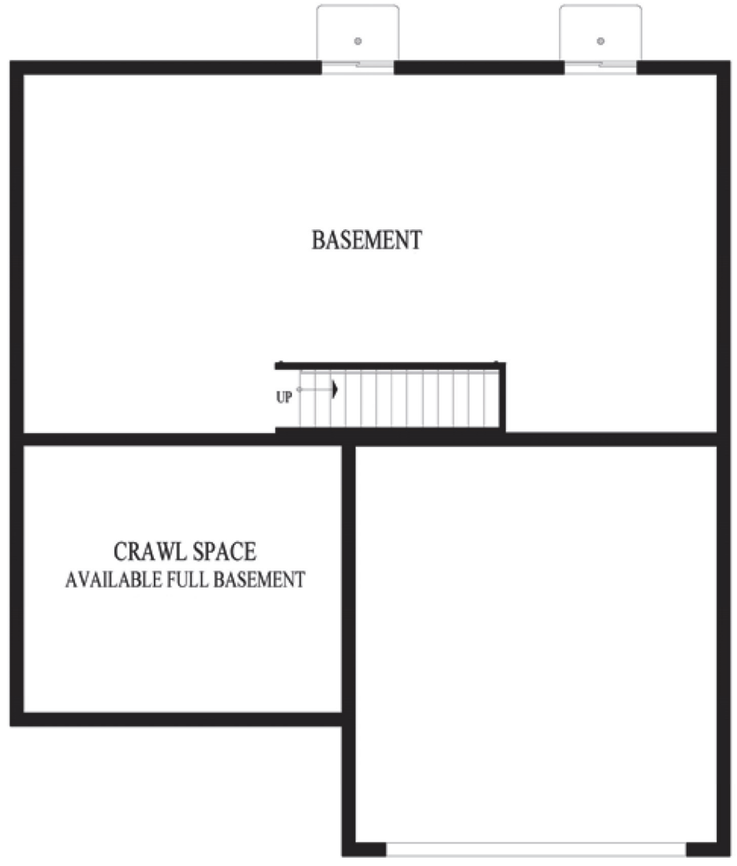
Main Level



Upper Level



Partial Basement*

*Mechanical and window locations may vary. See a sales representative for details.

D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates. REV 240716

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DATE: January 6, 2026

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: PUD-1-26: Amendment to the Final Planned Unit Development of Prairie Landing Subdivision (Ordinance #18739) to Allow Additional House Plans

GENERAL INFORMATION:

APPLICANT:	D.R. Horton, Inc.
STATUS OF APPLICANT:	Owner / Builder
OWNER:	D.R. Horton, Inc. and Ross Lane Development LLC
REQUESTED ACTION:	Approval of an amendment to the Planned Unit Development to allow additional house plans
PURPOSE:	To allow two one-story house models in addition to the previously approved two-story models
EXISTING ZONING:	R-2 (Single-Family Residential); Planned Unit Development of Prairie Landing Subdivision
LOCATION:	2200 Essington Road (06-03-36-100-033-0000) (Council District #1)
SUBDIVISION SIZE:	44 acres
EXISTING LAND USE:	Residential subdivision under development

SURROUNDING LAND USE & ZONING:

NORTH: Residential (Picardy subdivision), R-2 (single-family residential)
SOUTH: Residential (Warwick Five subdivision), R-2 (single-family residential)
EAST: Agricultural / undeveloped, unincorporated Will County A-1 (agricultural)
WEST: Commercial (self-storage facility, car dealership), B-3 (general business)

SITE HISTORY: In April 2025, City Council approved the Final Planned Unit Development of Prairie Landing Subdivision, which is located on the east side of Essington Road at Old Castle Road. The subdivision contains 120 single-family lots, a small park lot, and multiple storm detention areas. The house plans approved with the PUD include three models with ten total elevations. All models are two-story houses with living areas between 2,000 and 2,600 square feet. The houses include four to five bedrooms, two-and-a-half bathrooms, and attached two-car garages.

The residential design standards in the Zoning Ordinance require 50 percent of the front elevations of at least 50 percent of the detached single-family dwelling units in a new residential subdivision to be comprised of brick or stone. As part of the PUD request, the petitioner received approval of a variation from this requirement to allow 25 percent of the front elevations of 100 percent of the dwelling units to be brick or stone. The approved two-story house plans include between 25 and 41 percent brick or stone on their front elevations.

Prairie Landing Subdivision is currently under development, and home construction began in November 2025.

SPECIAL INFORMATION: The petitioner, D.R. Horton Inc., is requesting to add two additional house models to the set of approved house plans for the Prairie Landing Planned Unit Development. Both models are one-story and have the same architectural style and roof pitch as the approved plans. Each model has four possible elevations, all of which meet or exceed the requirement of 25 percent brick or stone on the front façade. One model has around 1,700 square feet of living area and contains four bedrooms, while the second model has around 1,500 square feet of living area and contains three bedrooms. Both models include attached two-car garages.

The petitioner is required to amend the Planned Unit Development to add these additional models because they differ in the number of stories from the approved house plans. The petitioner requests this amendment due to market interest for this size and style of home.

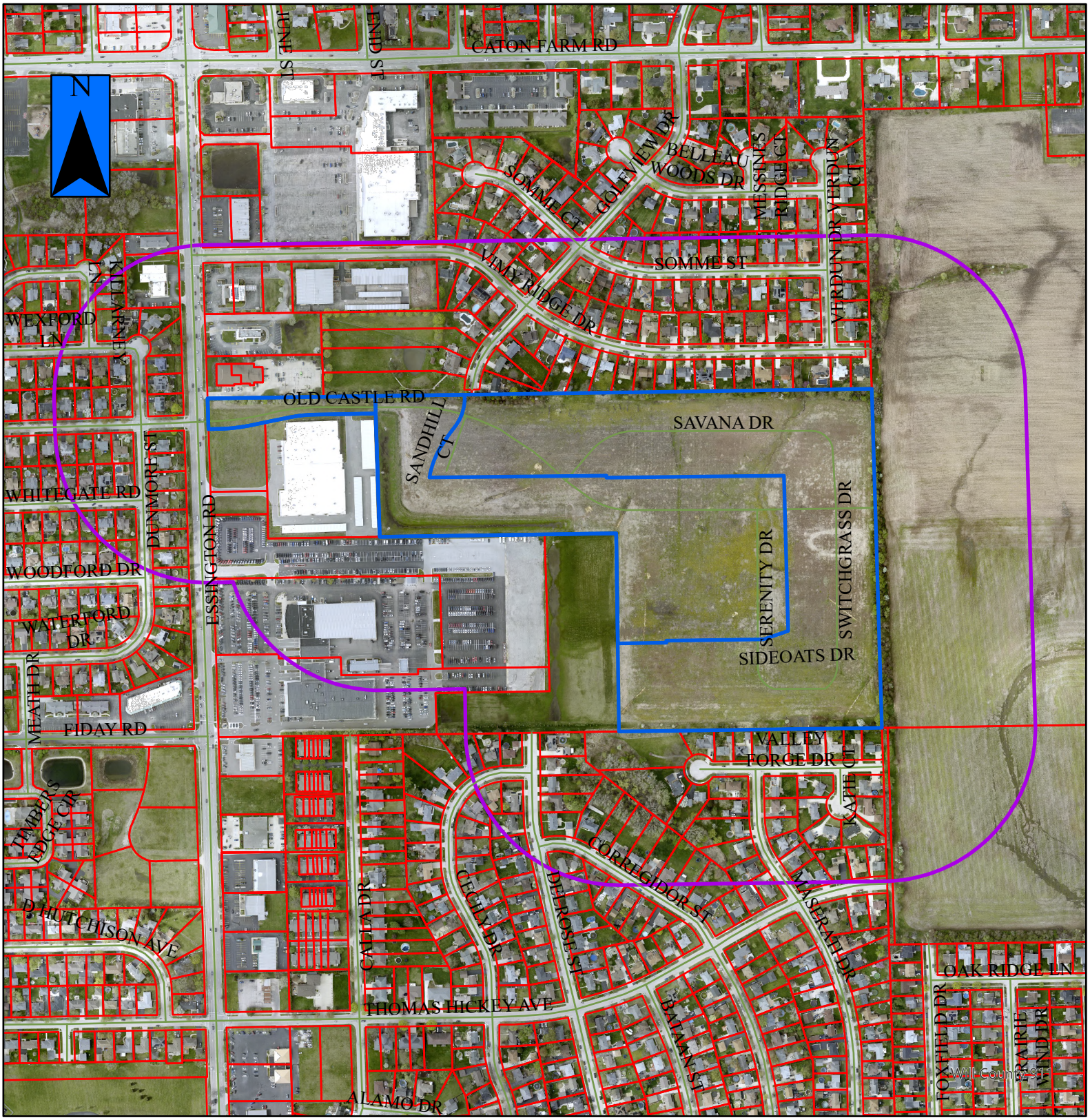
This request does not change any other characteristic of the Planned Unit Development, such as number of lots, lot size, or overall site layout.

RECOMMENDED ACTION: Staff recommends that the Plan Commission recommend approval of the amendment to the Final Planned Unit Development of Prairie Landing Subdivision (Ordinance #18739) to allow one-story house models to be included with the set of approved house plans for the subdivision. The proposed plans are the same style and materials as the approved two-story plans. The subdivision is new and home

construction has just started, so if approved, the additional plans will be available to almost all prospective home buyers.

Figure 1: Subject site at Essington Road and Old Castle Road (2025)

Figure 2: Prairie Landing Subdivision under construction, view east from entrance road (Jan 2026)

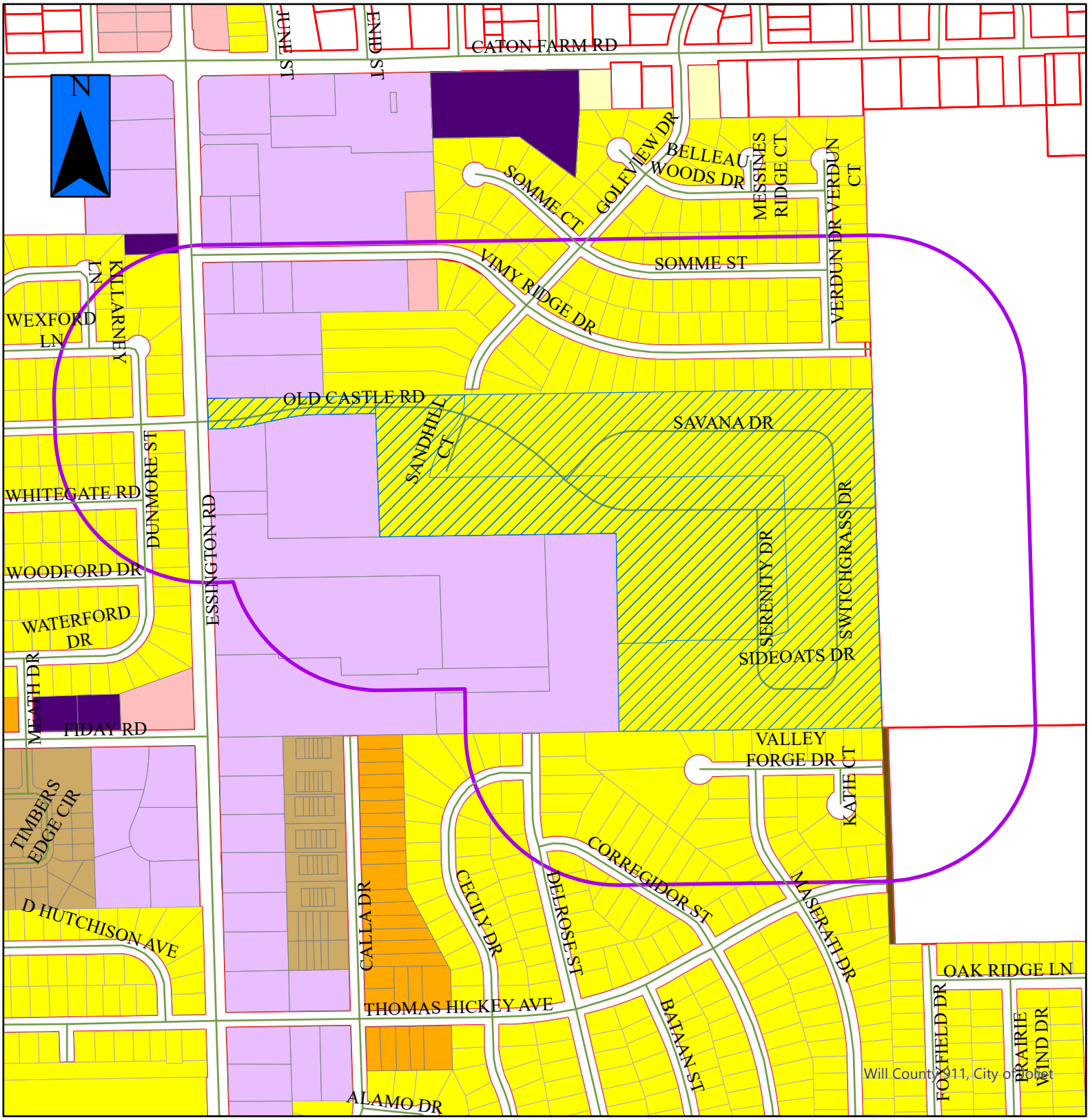


PUD-1-26a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)



PUD-1-26

JOLIET PLANNING DIVISION

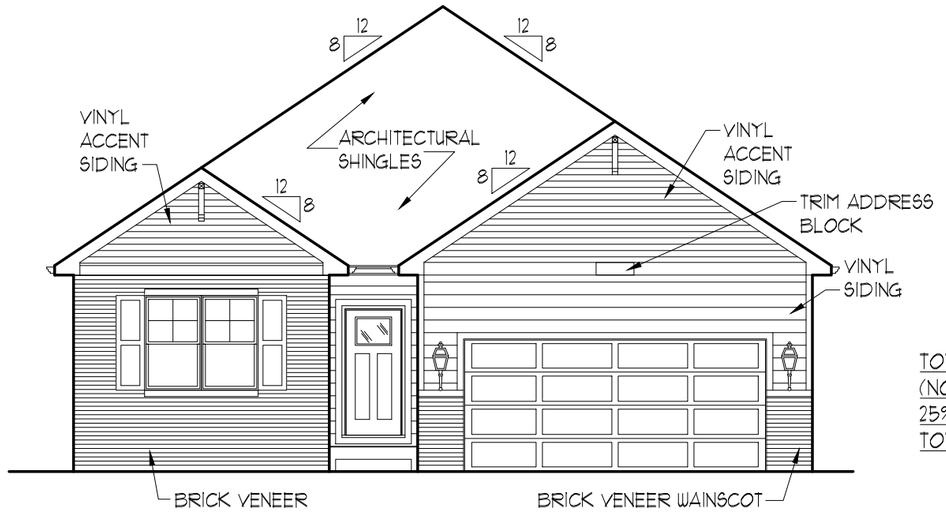
= Property in Question

= 600' Public Notification Boundary

Legend

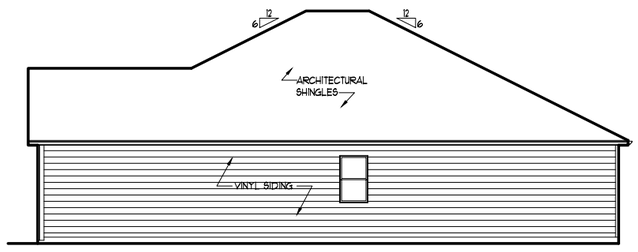
B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B

PROPOSED ADDITIONAL HOUSE PLANS

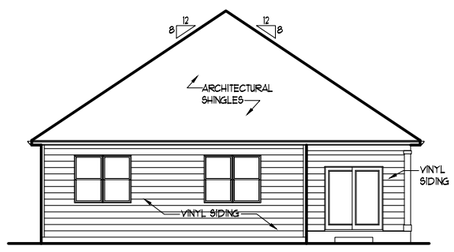


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 338.28 SQ. FT.
25% OF SIDEABLE AREA= 84.57 SQ. FT.
TOTAL MASONRY AREA = 124.69 SQ. FT. (36.9%)

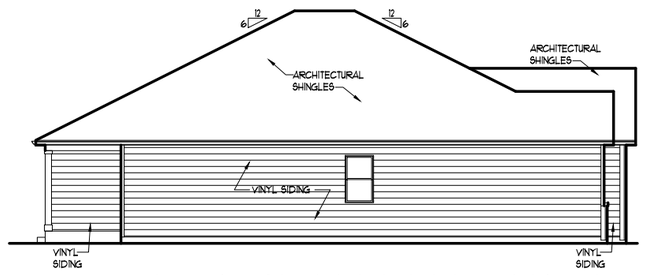
ELEVATION "A4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X422

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

D·R·HORTON® DHI Listed NYSE
America's Builder

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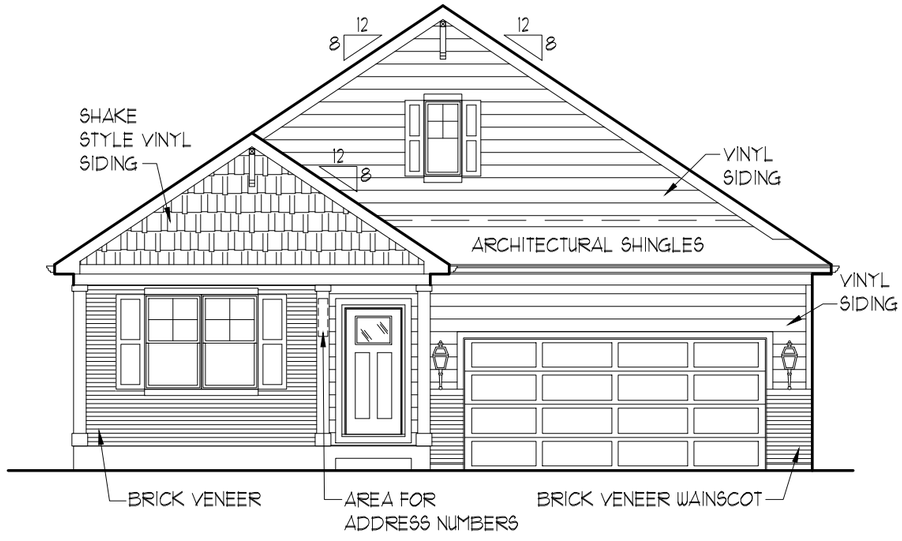
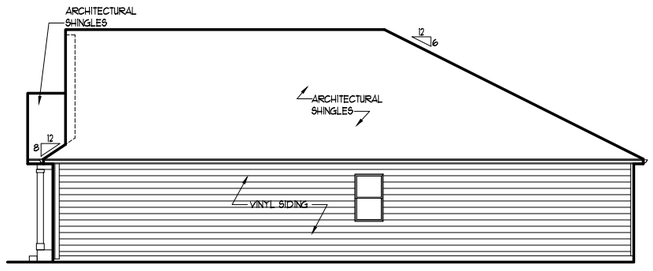
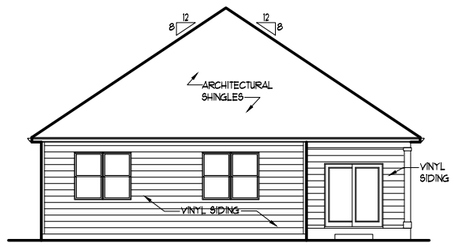


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 419.42 SQ. FT.
25% OF SIDEABLE AREA= 104.86 SQ. FT.
TOTAL MASONRY AREA = 111.12 SQ. FT. (26.5%)

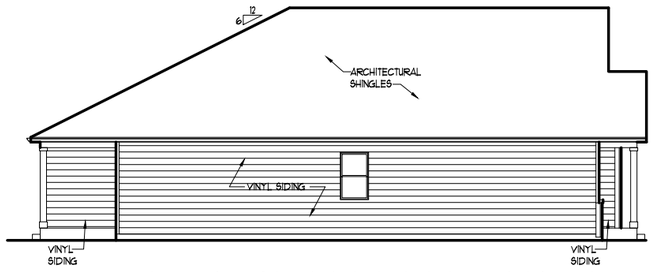
ELEVATION "B4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X422

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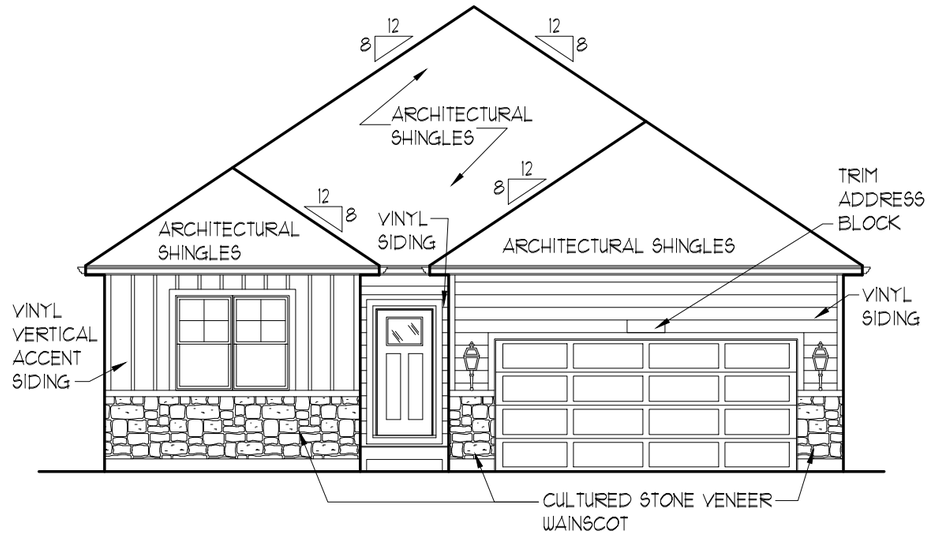
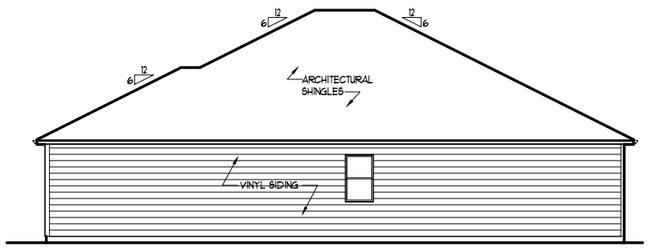
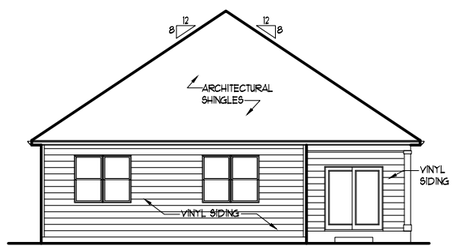


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 221.17 SQ. FT.
25% OF SIDEABLE AREA= 55.29 SQ. FT.
TOTAL MASONRY AREA = 66.46 SQ. FT. (30.5%)

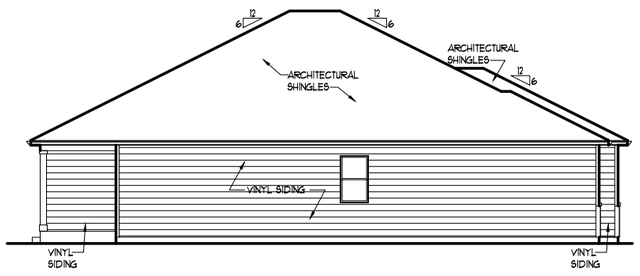
ELEVATION "C3"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X422

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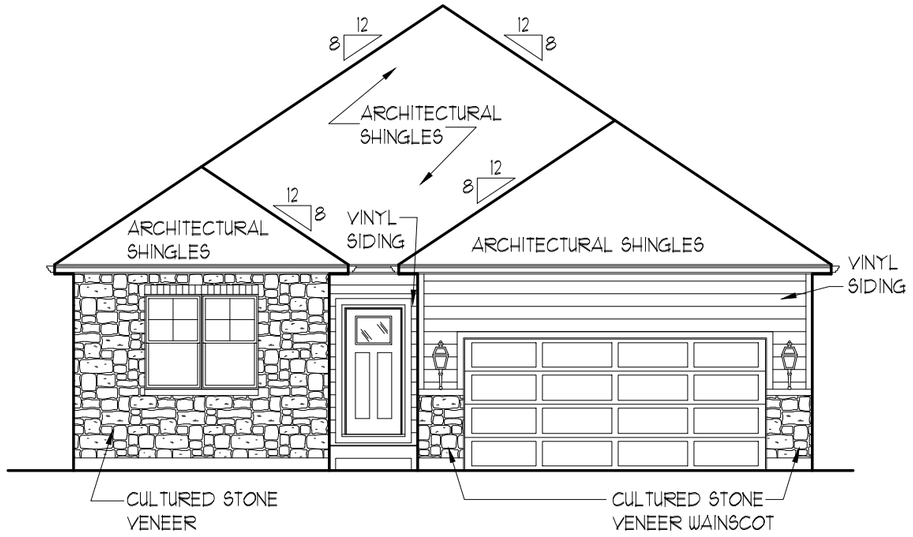
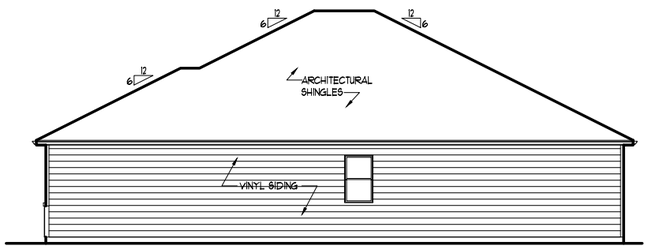
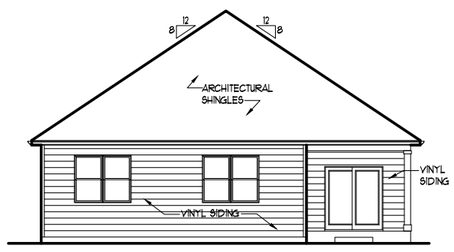


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 221.17 SQ. FT.
25% OF SIDEABLE AREA= 55.29 SQ. FT.
TOTAL MASONRY AREA = 118.58 SQ. FT. (53.6%)

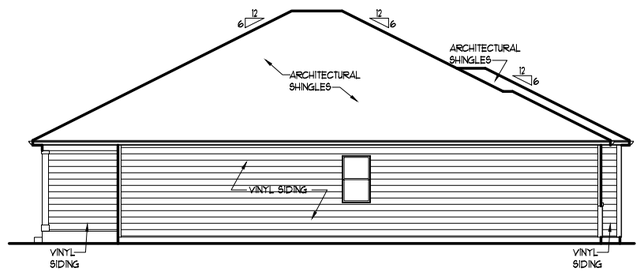
ELEVATION "C5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X422

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JOLIET, IL.

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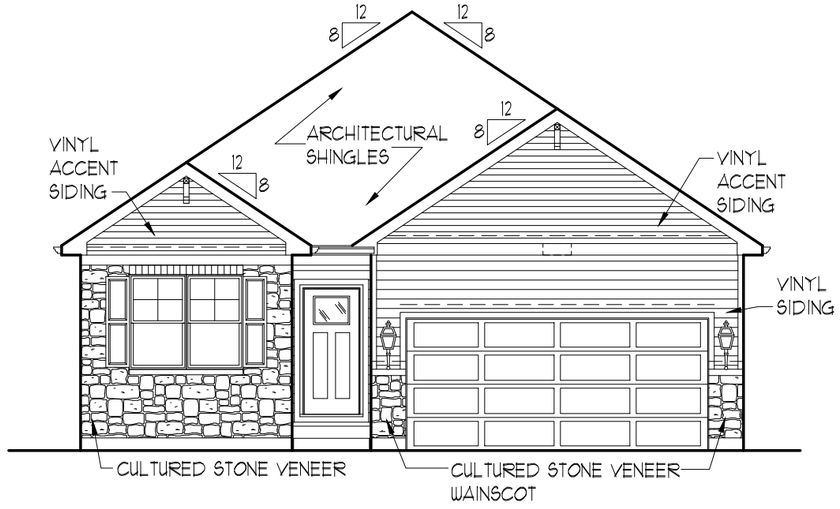
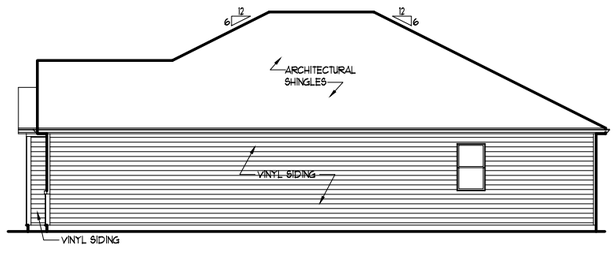
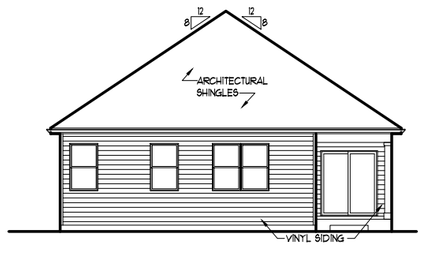


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 278.92 SQ. FT.
25% OF SIDEABLE AREA= 69.73 SQ. FT.
TOTAL MASONRY AREA = 85.18 SQ. FT. (30.5%)

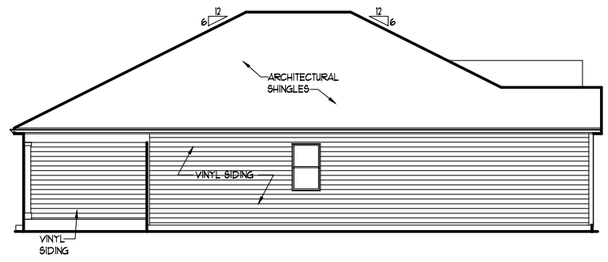
ELEVATION "A5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X435

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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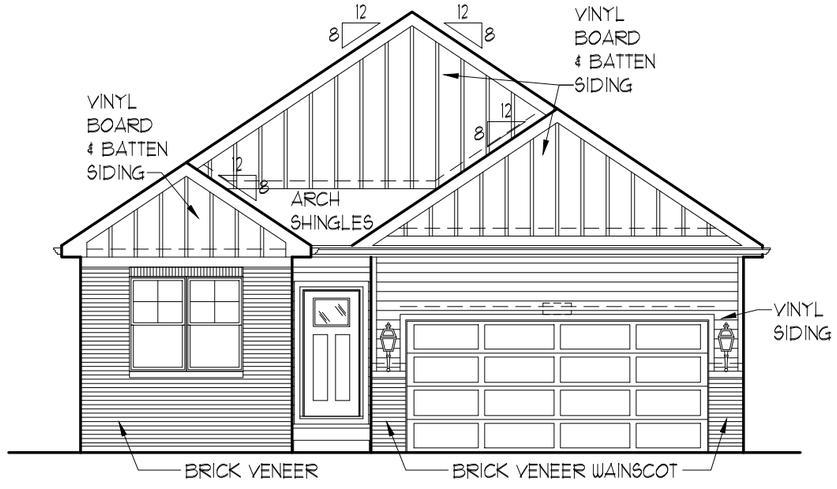
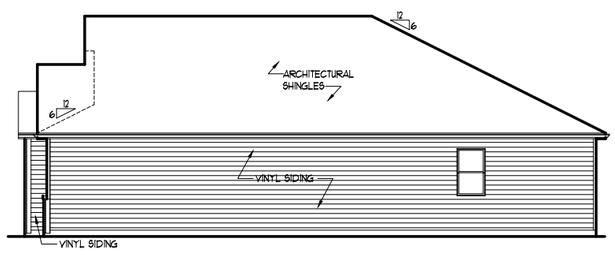
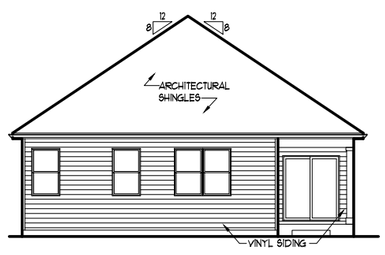


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 348.39 SQ. FT.
25% OF SIDEABLE AREA= 87.10 SQ. FT.
TOTAL MASONRY AREA = 90.12 SQ. FT. (25.9%)

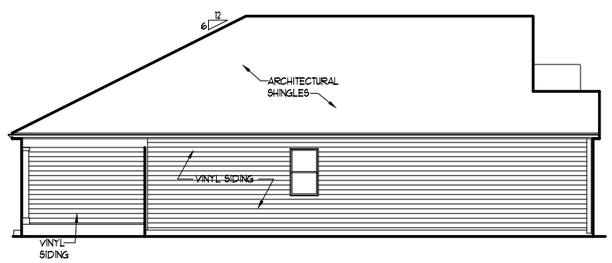
ELEVATION "B4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X435

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X-SERIES

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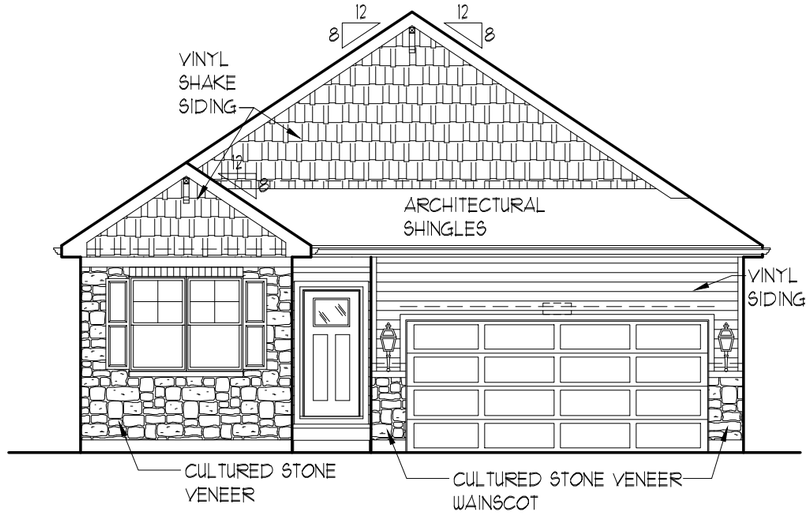
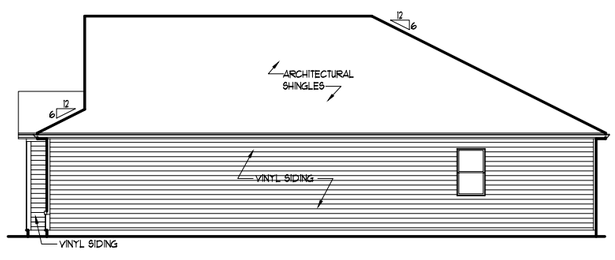
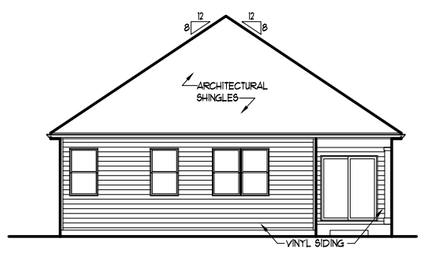


ELEVATION "C5"

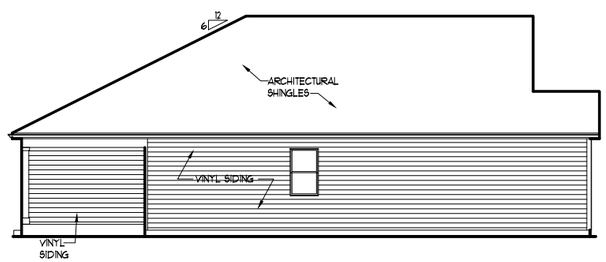
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 316.80 SQ. FT.
25% OF SIDEABLE AREA= 79.20 SQ. FT.
TOTAL MASONRY AREA = 85.18 SQ. FT. (26.9%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X435

PRAIRIE LANDING

JOLIET, IL.

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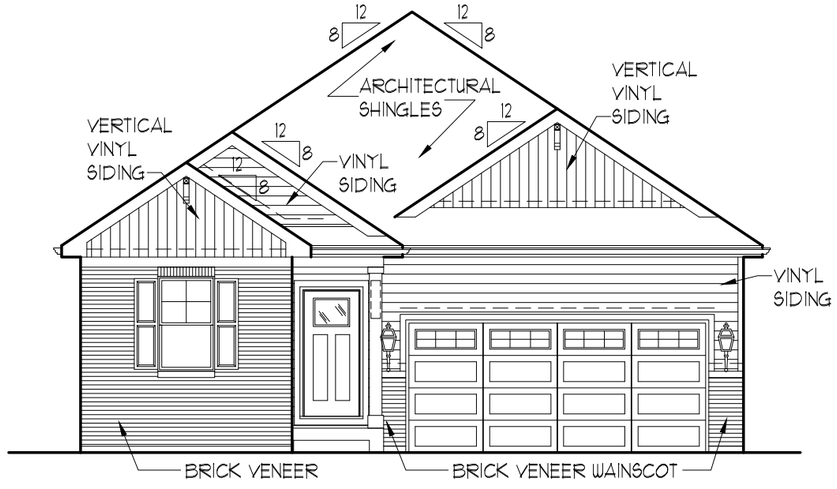
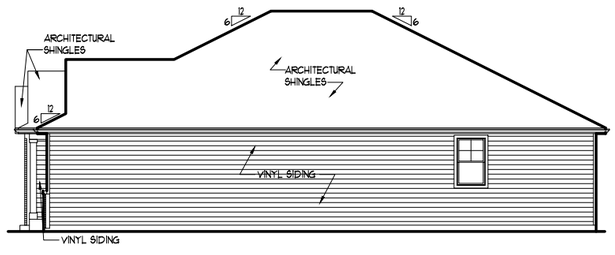
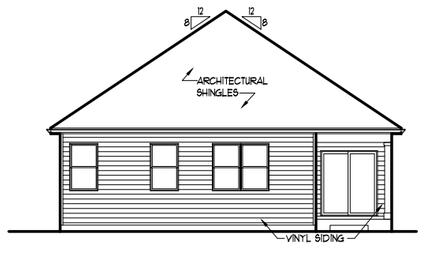


ELEVATION "D4"

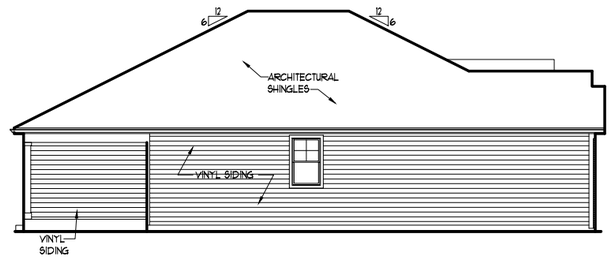
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 265.75 SQ. FT.
25% OF SIDEABLE AREA= 66.44 SQ. FT.
TOTAL MASONRY AREA = 104.49 SQ. FT. (39.3%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X435

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JOLIET, IL.

X-SERIES

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12-02-25

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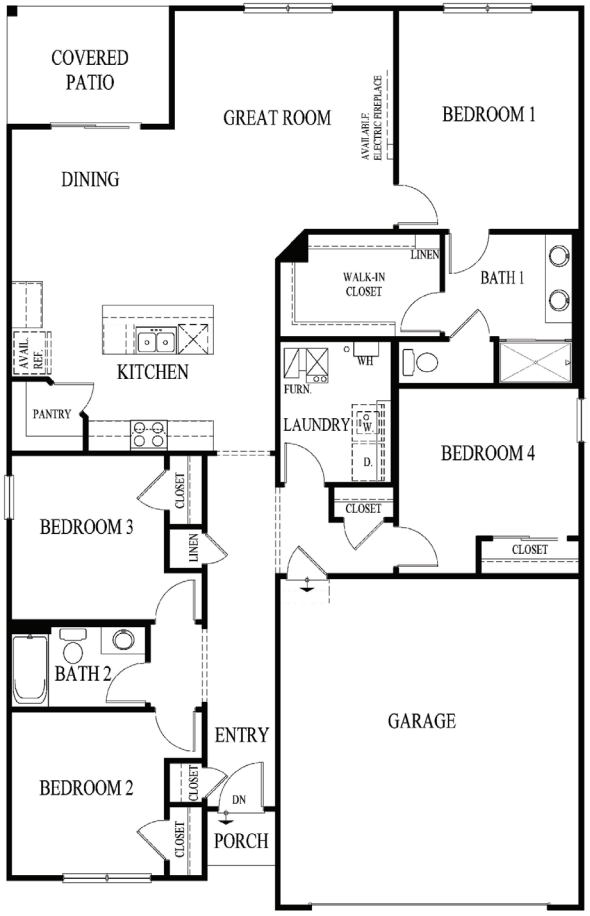
1000 W. SPRING ST., SOUTH ELGIN, IL 60177 (847) 877-6150

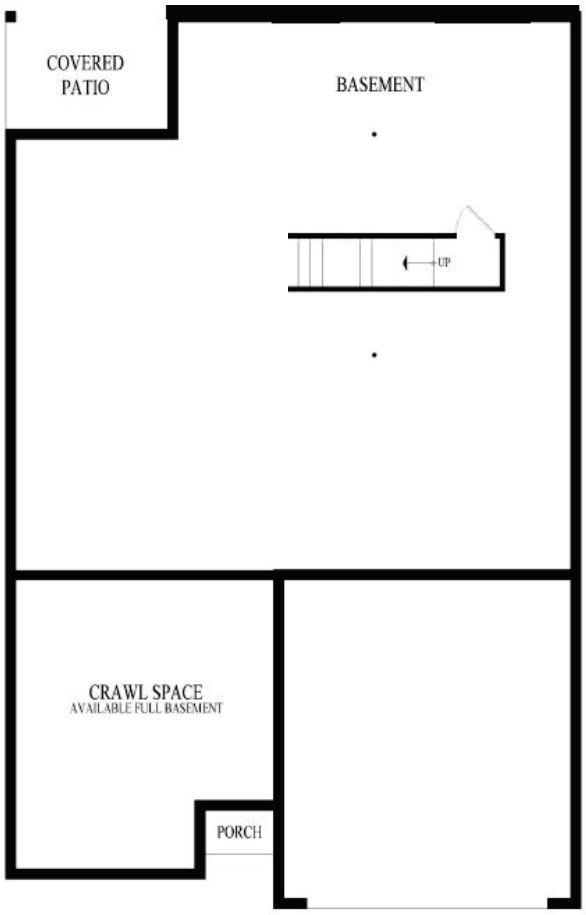
Main Level Configuration with Basement Stairs

D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates. REV 210811

© Copyright D.R. Horton, Inc



Main Level



Basement*

*Mechanical and window locations may vary. See a sales representative for details.

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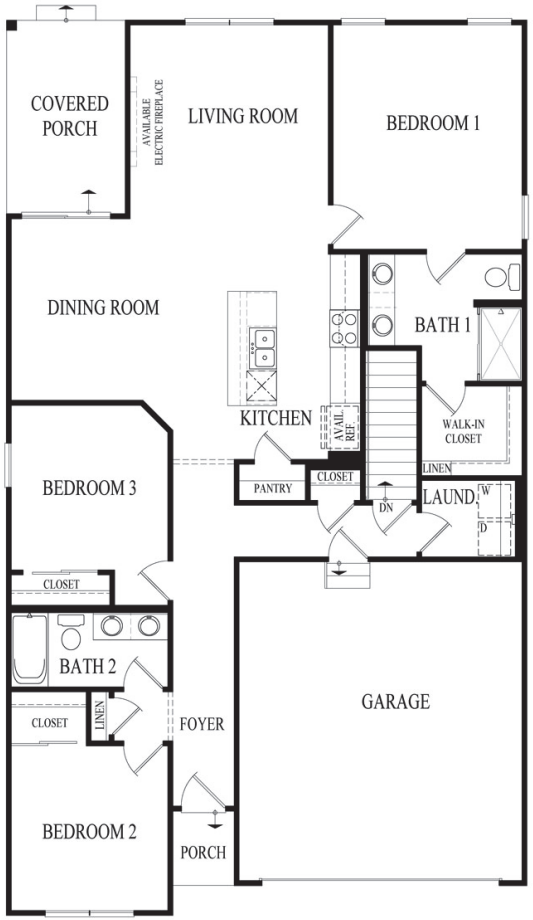
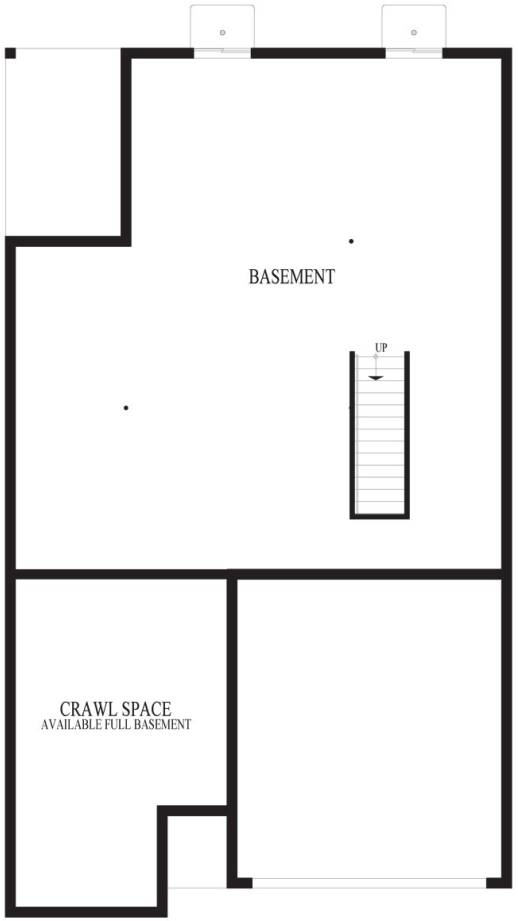


Main Level



Basement*

*Mechanical and window locations may vary. See a sales representative for details.

D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates. REV 250123

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CASE NO. _____

DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR A PLANNED UNIT DEVELOPMENT
(Check One)

_____ **Preliminary**
_____ **Final**
X _____ **Amendment**

NAME OF PUD: Prairie Landing

AMENDMENT REQUESTED: Amendment to authorize the addition of one-story/ranch dwelling units (consisting of not less than 25% masonry on the front building facade) as an approved dwelling unit type amongst the previously approved two-story dwelling units previously authorized under the Prairie Landing planned unit development.

NAME OF PETITIONER: D.R. Horton, Inc. - Midwest (DRH) for itself, as owner in part, and with the authorization of Ross Lane Development LLC - Prairie Landing Series (RLD), as owner in part

BUSINESS ADDRESS: 1750 E. Golf Road, Suite 925

CITY, STATE, ZIP: Schaumburg, IL 60173

BUSINESS PHONE: [redacted] **E-MAIL** [redacted]

INTEREST OF PETITIONER: DRH is owner of those 36 lots identified on Ex. A attached hereto.

NAME OF LOCAL AGENT: N/A

ADDRESS: N/A PHONE: N/A

OWNER: RLD is owner excluding 1) those lots identified on Ex. A and 2) dedicated ROW.

BUSINESS ADDRESS: N/A PHONE: N/A

CITY, STATE, ZIP: N/A

BUSINESS PHONE: N/A **E-MAIL** N/A

ENGINEER: N/A

ADDRESS: N/A PHONE: N/A

LAND SURVEYOR: N/A

ADDRESS: N/A PHONE: N/A

ATTORNEY: Steven C. Bauer for and on behalf of DRH

ADDRESS: 1750 E. Golf Road, Schaumburg, IL 60173 PHONE: [redacted]

LEGAL DESCRIPTION OF PROPERTY: Please see Ex. B attached hereto.

COMMON ADDRESS: Please see Ex. C attached hereto.

PERMANENT INDEX NUMBER (Tax No.): 06-03-36-100-033-0000 (parent PIN)

SIZE: Please see Recording Plat of Prairie Landing Subdivision Planned Unit Development.

NO. OF LOTS: 120

PRESENT USE: Under development EXISTING ZONING: R-2

USES OF SURROUNDING PROPERTIES: North: Single-family detached residential

South: Single-family detached residential

East: Agricultural

West: Commercial

Name of Park District: Plainfield Park District

Date Contacted Park District: N/A to this petition for amendment.

Is any open space/park site being offered as part of a preliminary PUD? Yes

If yes, what amount? 0.561 acre

(Acknowledgment by Park District Official) N/A to this petition for amendment.

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property?

Yes _____ No X If yes, list the Case number and name: _____

Is any variance from the Subdivision Regulations being requested? Yes _____ No X

If yes, describe: N/A

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: N/A

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, Steven C. Bauer for and on behalf of DRH, hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 12/08/25 [redacted]
Petitioner's Name

Subscribed and sworn to before me this 8 day of December, 20 25

[redacted] 9/25/27
Notary Public My Commission Expires:

OFFICIAL SEAL
ASHLEY NICOLE BAUTISTA
Notary Public, State of Illinois
My Commission No. 0978485
My Commission Expires
September 25, 2027

The undersigned, as manager and duly authorized representative of Ross Lane Development LLC - Prairie Landing Series, an Illinois limited liability company ("RLD"), being the owner in part of the real property upon which the Prairie Landing Subdivision is located as more fully described above in this petition, hereby authorizes (i) D.R. Horton, Inc. - Midwest, a California corporation, to submit this petition for planned unit development amendment and (ii) the City of Joliet, an Illinois municipal corporation, to process and grant approval of this petition.

Signature: [redacted] Date: 12-15-25
Print Name: Tommy L. Scofield, Jr.
Company: Ross Lane Development LLC - Prairie Landing Series

State of Illinois)
) SS
County of Will)

Subscribed and sworn to before me this 15 day of December 2025.

Notary Public, State of Illinois
Official Seal
Meegan Ernst Statler
Commission # 1006587
My Commission Expires 3/17/2029

Notary Public Signature: [redacted] [Seal]

Exhibit A to Petition for Planned Unit Development Amendment
(Prairie Landing)

Legal Description of Lots Owned by DRH

LOTS 1 THROUGH 28, BOTH INCLUSIVE, AND LOTS 46 THROUGH 53, BOTH INCLUSIVE, IN PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 12, 2025 AS DOCUMENT NUMBER R2025030828 IN WILL COUNTY, ILLINOIS.

Exhibit B to Petition for Planned Unit Development Amendment
(Prairie Landing)

Legal Description of Prairie Landing Property

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 45.00 FEET THEREOF; ALSO EXCEPTING THEREFROM THE PROPERTY LYING WITHIN D'ARCY ESTATES UNIT TWO, BEING A SUBDIVISION OF PART OF THE AFORESAID SOUTH HALF, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2021, AS DOCUMENT NUMBER R2021100615; AND ALSO EXCEPTING THEREFROM THE PROPERTY LYING WITHIN UNIT 1 OF WESTSIDE JOLIET REAL ESTATE LLC SUBDIVISION, BEING A SUBDIVISION OF PART OF THE AFORESAID SOUTH HALF, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 2021, AS DOCUMENT NUMBER R2021089147; AND ALSO EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING (EXCEPTION) AT THE SOUTHWEST CORNER OF LOT 9 IN PICARDY UNIT ONE, BEING A SUBDIVISION OF PART OF THE AFORESAID NORTHWEST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1988, AS DOCUMENT NUMBER R88-23367 AND TWO CERTIFICATES OF CORRECTION RECORDED AS DOCUMENT NUMBERS R88-33659 AND R92-51764; THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE AFORESAID NORTHWEST QUARTER AND ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 234.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 12 DEGREES 06 MINUTES 38 SECONDS WEST 24.54 FEET; THENCE NORTH 86 DEGREES 44 MINUTES 37 SECONDS WEST 40.08 FEET; THENCE NORTH 74 DEGREES 25 MINUTES 44 SECONDS WEST 30.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 12.26 FEET OF THE SOUTH HALF OF THE AFORESAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE, 159.36 FEET, TO A POINT THAT IS LOCATED 12.26 FEET SOUTH OF THE POINT OF BEGINNING (EXCEPTION), AS MEASURED PERPENDICULARLY TO THE SOUTH LINE OF AFORESAID LOT 9; THENCE NORTH 00 DEGREES 54 MINUTES 56 SECONDS WEST 12.26 FEET TO THE POINT OF BEGINNING (EXCEPTION), IN WILL COUNTY, ILLINOIS. Containing 43.871 acres more or less.

Exhibit C to Petition for Planned Unit Development Amendment
(Prairie Landing)

Plat Lot Number	Address	PIN Number
1	3016 OLD CASTLE RD	TBD
2	3014 OLD CASTLE RD	TBD
3	3012 OLD CASTLE RD	TBD
4	2155 SANDHILL CT	TBD
5	2153 SANDHILL CT	TBD
6	2151 SANDHILL CT	TBD
7	2150 SANDHILL CT	TBD
8	2152 SANDHILL CT	TBD
9	2154 SANDHILL CT	TBD
10	3010 OLD CASTLE RD	TBD
11	3008 OLD CASTLE RD	TBD
12	3006 OLD CASTLE RD	TBD
13	3004 OLD CASTLE RD	TBD
14	3002 OLD CASTLE RD	TBD
15	3000 OLD CASTLE RD	TBD
16	2921 SAVANA DR	TBD
17	2919 SAVANA DR	TBD
18	2917 SAVANA DR	TBD
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50	2906 SAVANA DR	TBD
51	2908 SAVANA DR	TBD
52	2912 SAVANA DR	TBD
53	2916 SAVANA DR	TBD
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117	2013 SERENITY DR	TBD
118	2015 SERENITY DR	TBD
119	2017 SERENITY DR	TBD
120	2019 SERENITY DR	TBD

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. *INFORMATION ABOUT THE APPLICATION*

This form is submitted as part of an application for the following (check all that apply):

- ☒ Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- ☐ Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- ☐ Building Permit (Complete Sections II and III)
- ☐ Business License (Complete All Sections)

II. *INFORMATION ABOUT THE PROPERTY*

The address and PIN(s) of the real property associated with this application are:

Please see Exhibit A attached hereto.

PIN(s): 06-03-36-100-033-0000 (parent PIN)

III. *PROPERTY OWNERSHIP*

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☒	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

D.R. Horton, Inc. - Midwest is owner of those 36 lots identified on Ex. B hereto.

Ross Lane Development LLC - Prairie Landing Series is the owner of the subject property described on Ex. C hereto excluding 1) those lots identified on Ex. B and 2) dedicated rights-of-way.

E-MAIL: [redacted] **FAX:**

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☒	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

D.R. Horton, Inc. - Midwest ("Petitioner") is a California corporation (i) authorized to transact business in the State of Illinois under Illinois Secretary of State business services file number 60318468, (ii) having a principal place of business located at 1750 E. Golf Road, Suite 925, Schaumburg, Illinois 60173 and (iii) a wholly owned subsidiary of D.R. Horton CA2, Inc., a California corporation, having its principal place of business at 1341 Horton Circle, Arlington, Texas 76011, which latter corporation is a wholly owned subsidiary of D.R. Horton, Inc., a Delaware corporation ("DHI"), having its principal place of business at 1341 Horton Circle, Arlington, Texas 76011. DHI is a publicly traded company dual listed on each of the New York Stock Exchange and NYSE Texas.
The name and address of the corporate officers of Petitioner are as follows: President - Paul J. Romanowski, 1341 Horton Circle, Arlington, Texas 76011; Secretary - Thomas B. Montano, 1341 Horton Circle, Arlington, Texas 76011.

E-MAIL [redacted] **FAX:**_____

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED: [redacted]

DATE: December 8, 2025

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

Steven C. Bauer, Entitlements Manager & Land Use Counsel

Phone: [redacted]

PRINT

Exhibit A to Ownership Disclosure Form
(Prairie Landing)

Plat Lot Number	Address	PIN Number
1	3016 OLD CASTLE RD	TBD
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Exhibit B to Ownership Disclosure Form
(Prairie Landing)

Legal Description of Lots Owned by DRH

LOTS 1 THROUGH 28, BOTH INCLUSIVE, AND LOTS 46 THROUGH 53, BOTH INCLUSIVE, IN PRAIRIE LANDING SUBDIVISION PLANNED UNIT DEVELOPMENT BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 12, 2025 AS DOCUMENT NUMBER R2025030828 IN WILL COUNTY, ILLINOIS.

Exhibit C to Ownership Disclosure Form
(Prairie Landing)

Legal Description of Prairie Landing Property

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 45.00 FEET THEREOF; ALSO EXCEPTING THEREFROM THE PROPERTY LYING WITHIN D'ARCY ESTATES UNIT TWO, BEING A SUBDIVISION OF PART OF THE AFORESAID SOUTH HALF, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2021, AS DOCUMENT NUMBER R2021100615; AND ALSO EXCEPTING THEREFROM THE PROPERTY LYING WITHIN UNIT 1 OF WESTSIDE JOLIET REAL ESTATE LLC SUBDIVISION, BEING A SUBDIVISION OF PART OF THE AFORESAID SOUTH HALF, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 2021, AS DOCUMENT NUMBER R2021089147; AND ALSO EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING (EXCEPTION) AT THE SOUTHWEST CORNER OF LOT 9 IN PICARDY UNIT ONE, BEING A SUBDIVISION OF PART OF THE AFORESAID NORTHWEST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1988, AS DOCUMENT NUMBER R88-23367 AND TWO CERTIFICATES OF CORRECTION RECORDED AS DOCUMENT NUMBERS R88-33659 AND R92-51764; THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE AFORESAID NORTHWEST QUARTER AND ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 234.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 12 DEGREES 06 MINUTES 38 SECONDS WEST 24.54 FEET; THENCE NORTH 86 DEGREES 44 MINUTES 37 SECONDS WEST 40.08 FEET; THENCE NORTH 74 DEGREES 25 MINUTES 44 SECONDS WEST 30.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 12.26 FEET OF THE SOUTH HALF OF THE AFORESAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE, 159.36 FEET, TO A POINT THAT IS LOCATED 12.26 FEET SOUTH OF THE POINT OF BEGINNING (EXCEPTION), AS MEASURED PERPENDICULARLY TO THE SOUTH LINE OF AFORESAID LOT 9; THENCE NORTH 00 DEGREES 54 MINUTES 56 SECONDS WEST 12.26 FEET TO THE POINT OF BEGINNING (EXCEPTION), IN WILL COUNTY, ILLINOIS. Containing 43.871 acres more or less.

ORDINANCE #18739

ORDINANCE NO. 18739

AN ORDINANCE APPROVING THE FINAL PLANNED UNIT DEVELOPMENT
(Prairie Landing Subdivision)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached final planned unit development is hereby approved, subject to the conditions set forth on the plat or in Exhibit "A" if any.

SECTION 2: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3: This Ordinance shall be in effect upon its passage.

PASSED this 15th day of April, 2025

[redacted] [redacted]

MAYOR PRO TEM **CITY CLERK**

VOTING YES: Councilmen Cardenas, Clement, Guerrero, Hug, Councilwoman Ibarra, Councilman Mudron, Councilwomen Quillman, and Reardon.

VOTING NO: None.

NOT VOTING: Mayor D'Arcy (Recused).

SUBDIVISION: Prairie Landing Subdivision
PIN: 06-03-36-100-033-0000
PLAN COMMISSION APPROVED: Yes
CONDITIONS IMPOSED: Yes
CED DOC. NO.: PUD-13-24

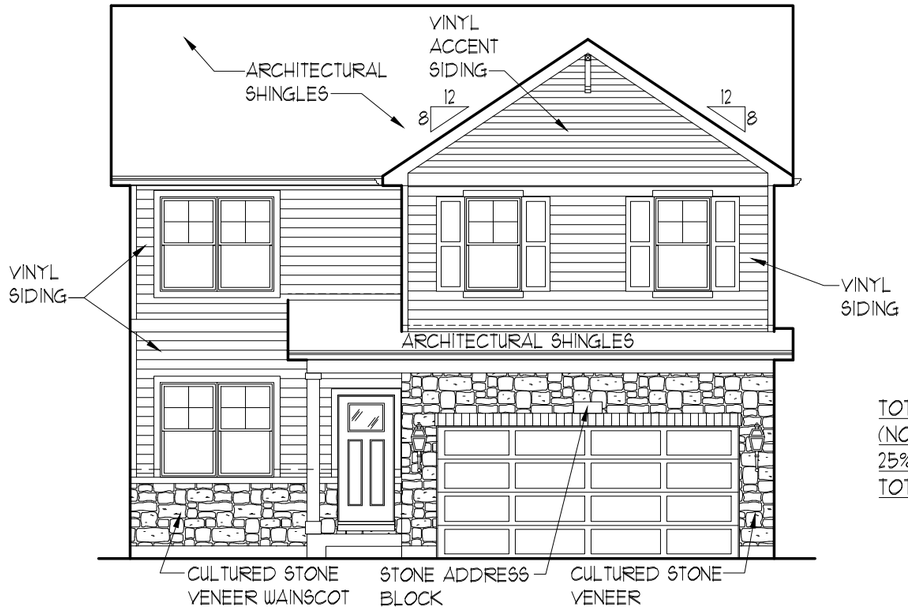
ORDINANCE #18739

EXHIBIT A

ARCHITECTURAL STANDARDS:

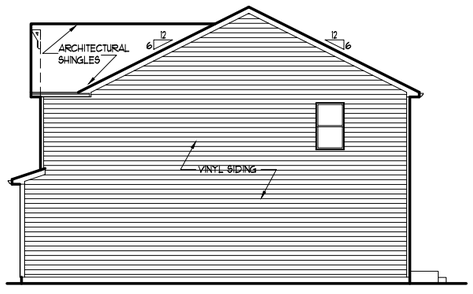
The architectural elevations and floor plans are approved by the City and attached hereto. Developer shall construct the buildings on the subject property in conformance with the approved architectural elevations and floor plans.

ORDINANCE #18739

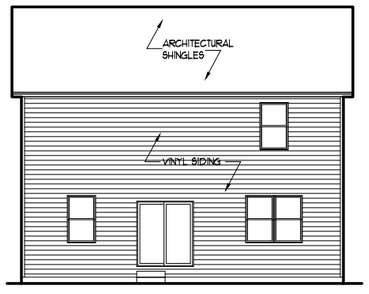


ELEVATION "A5"

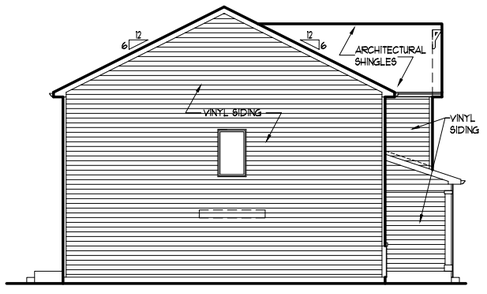
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 459.16 SQ. FT.
25% OF SIDEABLE AREA= 114.79 SQ. FT.
TOTAL MASONRY AREA = 133.00 SQ. FT. (29.0%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

x424

PRAIRIE LANDING

JOLIET, IL.

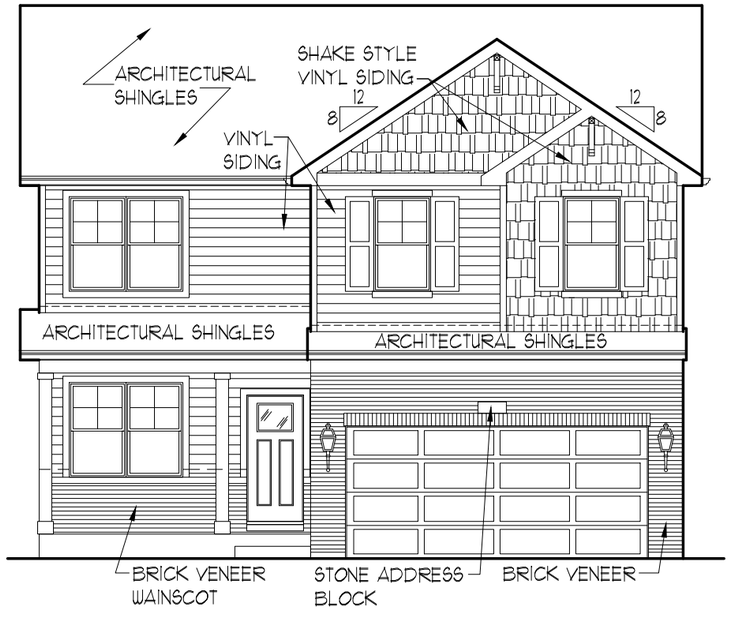
X-SERIES

D·R·HORTON® DHI Listed NYSE America's Builder

11-13-24

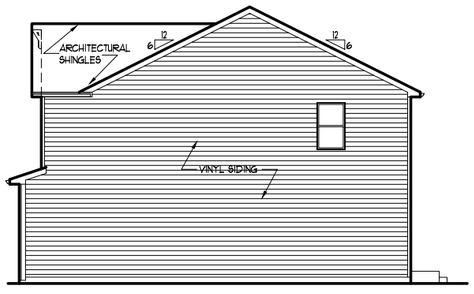
Premier Architecture, Inc.
1000 W. SPRING ST., SOUTH ELGIN, IL 60177 (847) 877-6150

ORDINANCE #18739

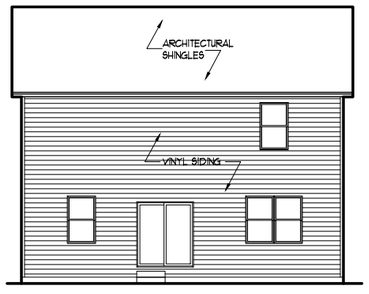


ELEVATION "B4"

TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 428.99 SQ. FT.
25% OF SIDEABLE AREA= 107.25 SQ. FT.
TOTAL MASONRY AREA = 128.39 SQ. FT. (29.9%)



TYPICAL RIGHT ELEVATION



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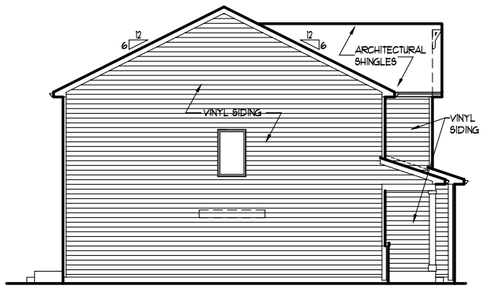

TYPICAL LEFT ELEVATION

x424

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

D·R·HORTON® DHI Listed NYSE America's Builder

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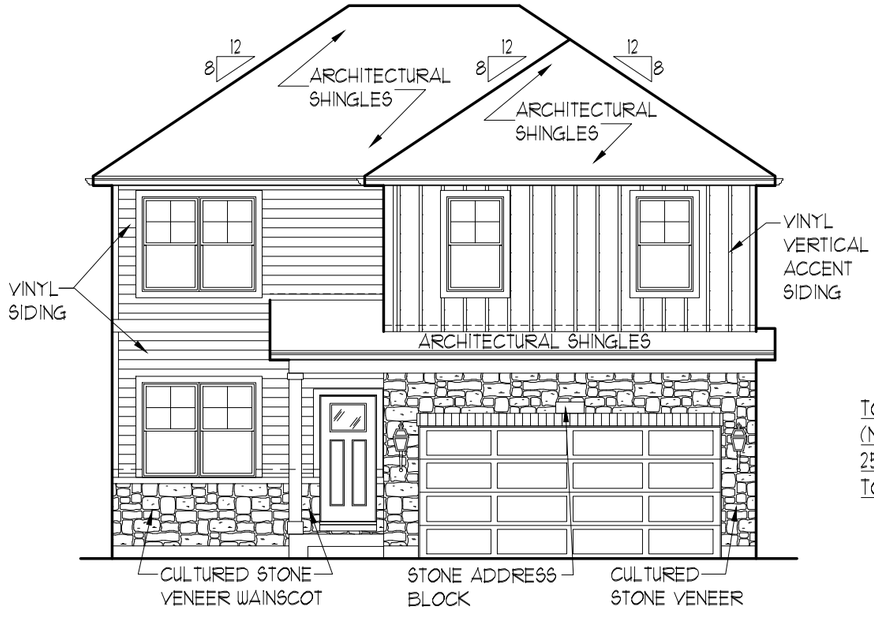
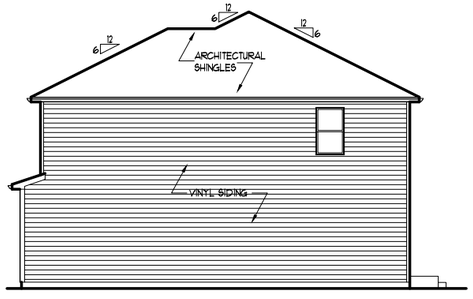
ORDINANCE #18739

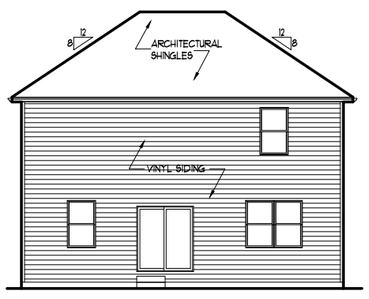


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 386.40 SQ. FT.
25% OF SIDEABLE AREA= 96.60 SQ. FT.
TOTAL MASONRY AREA = 133.00 SQ. FT. (34.4%)

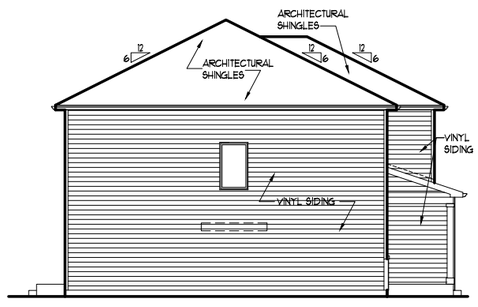
ELEVATION "C5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X424

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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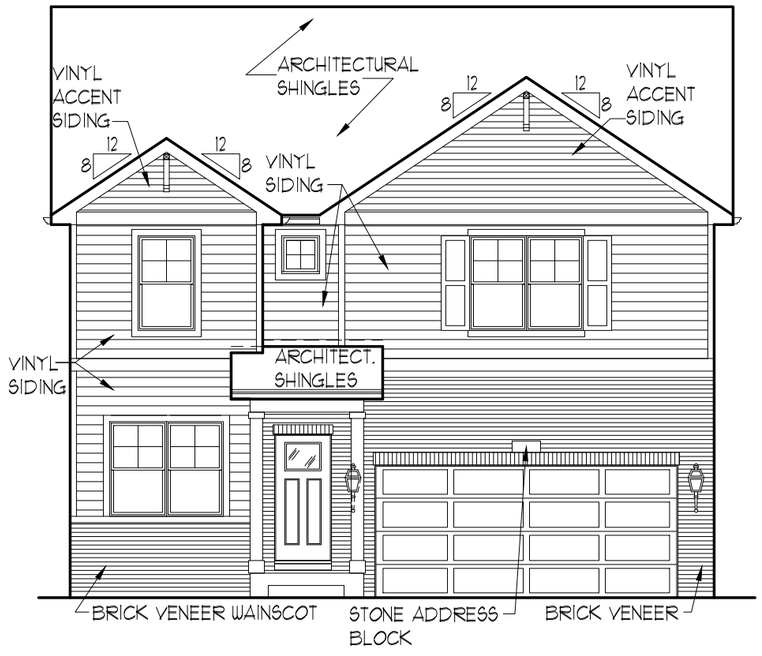
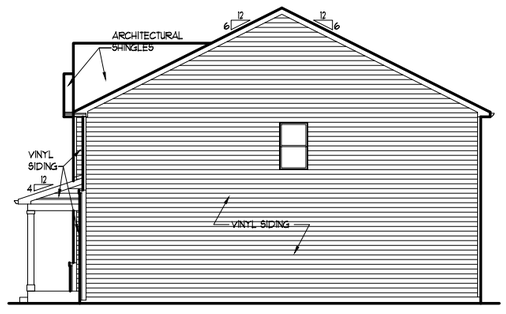
ORDINANCE #18739

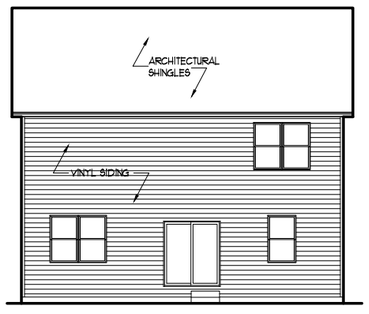


ELEVATION "A4"

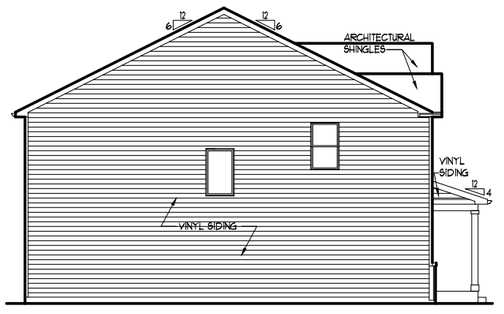
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 521.05 SQ. FT.
25% OF SIDEABLE AREA= 130.26 SQ. FT.
TOTAL MASONRY AREA = 197.00 SQ. FT. (37.8%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

JOLIET, IL.

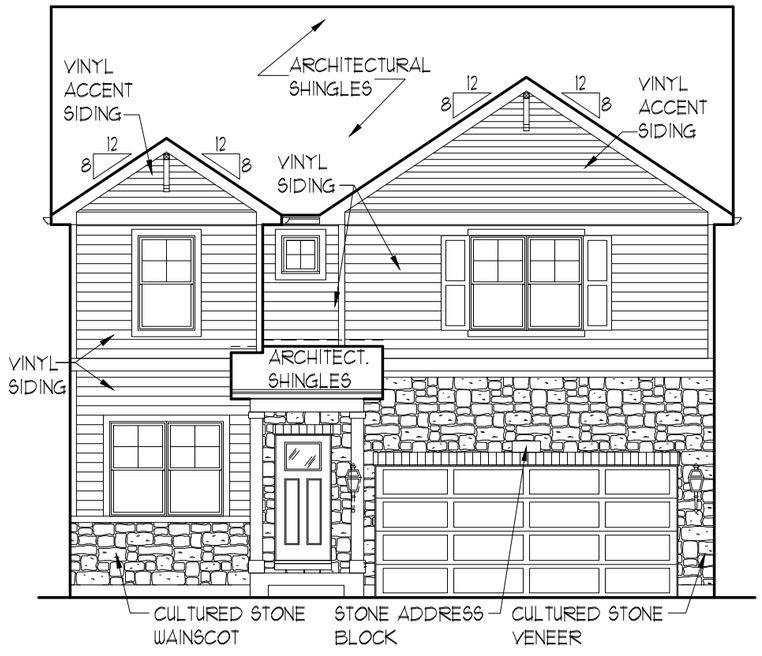
X-SERIES

D·R·HORTON® DHI Listed NYSE
America's Builder

11-13-24

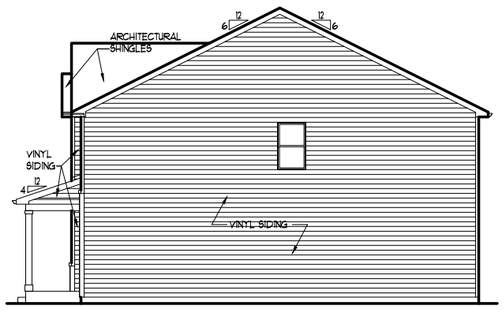
Premier Architecture, Inc.
1000 W SPRING ST., SOUTH ELGIN, IL 60177 (847) 877-6150

ORDINANCE #18739

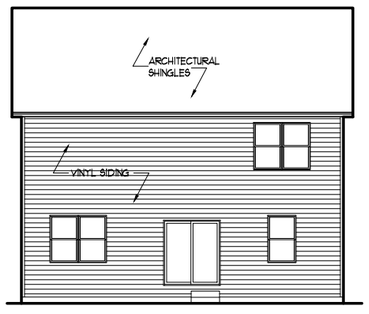


ELEVATION "A5"

TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 521.05 SQ. FT.
25% OF SIDEABLE AREA= 130.26 SQ. FT.
TOTAL MASONRY AREA = 193.00 SQ. FT. (37.0%)



TYPICAL RIGHT ELEVATION



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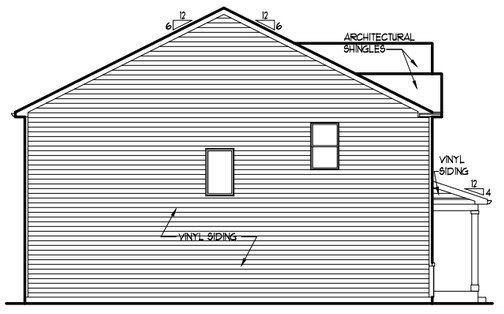

TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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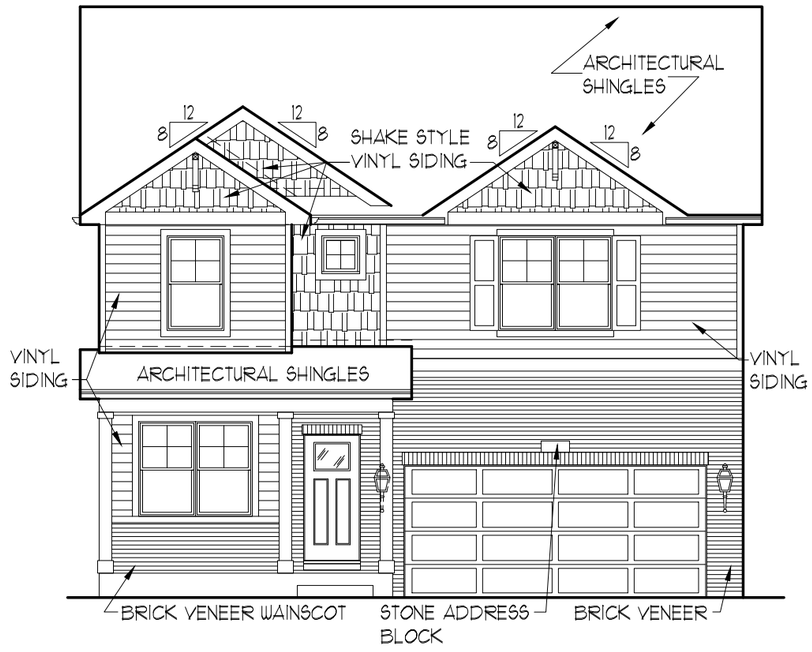
America's Builder

11-13-24

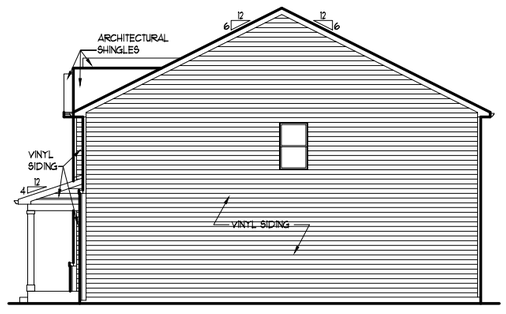
Premier Architecture, Inc.
1000 W SPRING ST., SOUTH ELGIN, IL 60177 (847) 877-6150

ORDINANCE #18739

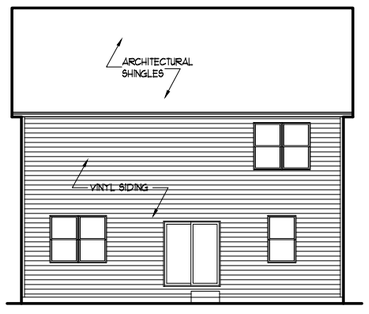


ELEVATION "B4"

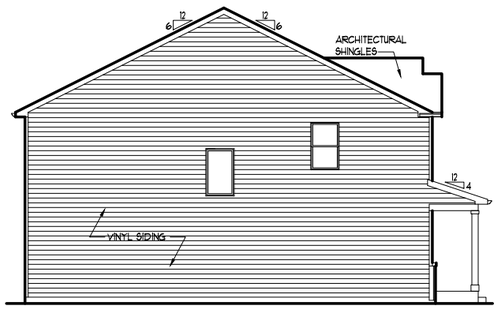
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 459.84 SQ. FT.
25% OF SIDEABLE AREA= 114.96 SQ. FT.
TOTAL MASONRY AREA = 187.90 SQ. FT. (40.9%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

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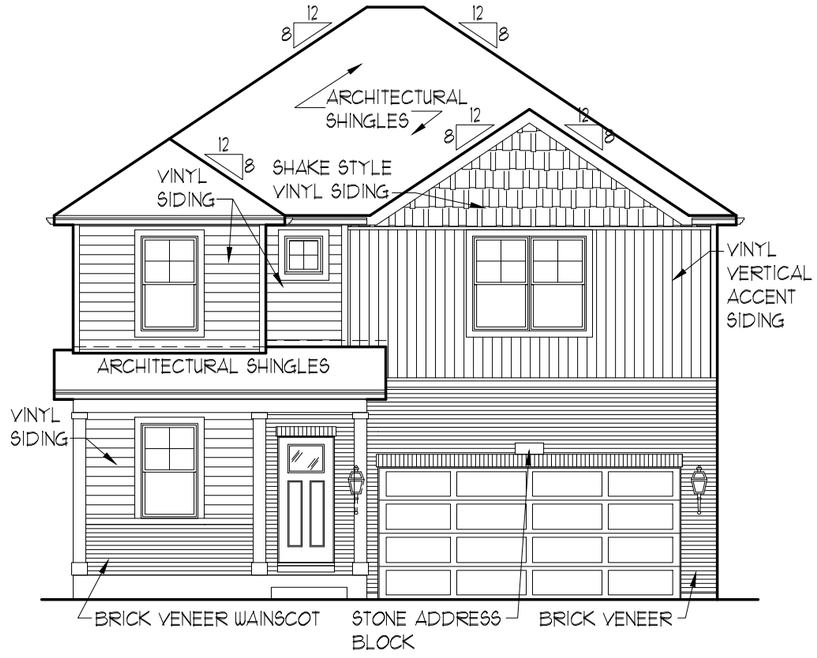
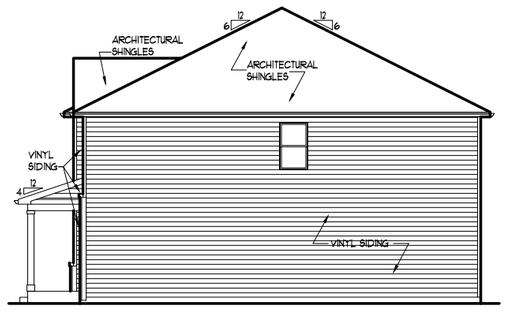
Premier Architecture, Inc.
1000 W. SPRING ST., SOUTH ELGIN, IL 60177 (847) 877-6150

ORDINANCE #18739

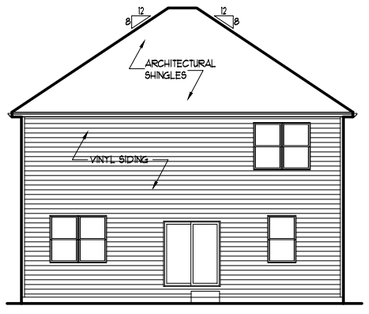


ELEVATION "D4"

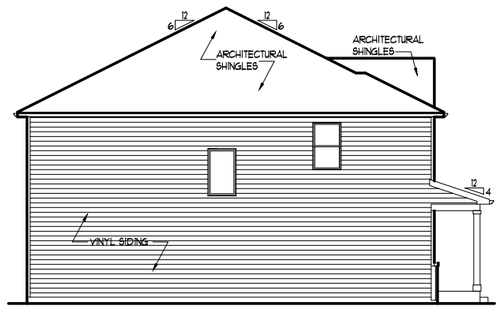
TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 457.85 SQ. FT.
25% OF SIDEABLE AREA= 114.46 SQ. FT.
TOTAL MASONRY AREA = 187.90 SQ. FT. (41.0%)



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X427

PRAIRIE LANDING

JOLIET, IL.

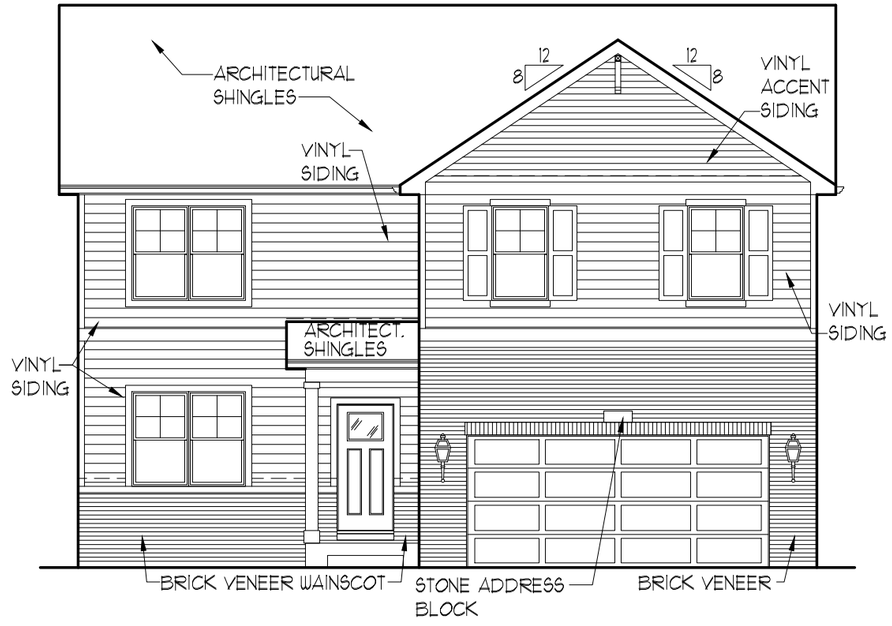
X-SERIES

D·R·HORTON® DHI Listed NYSE
America's Builder

11-13-24

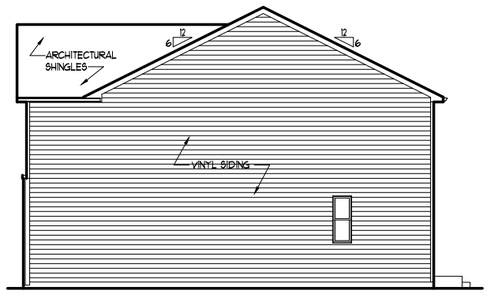
Premier Architecture, Inc.
1000 W SPRING ST., SOUTH ELGIN, IL 60177 (847) 877-6150

ORDINANCE #18739

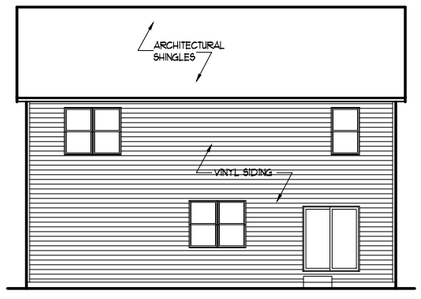


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 593.59 SQ. FT.
25% OF SIDEABLE AREA= 148.40 SQ. FT.
TOTAL MASONRY AREA = 195.46 SQ. FT. (32.9%)

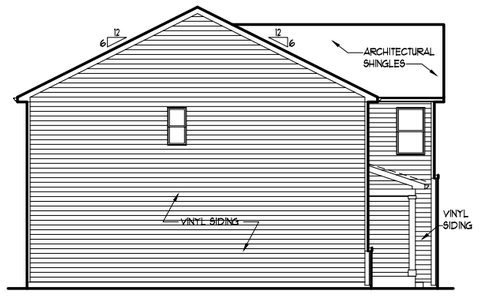
ELEVATION "A4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

x429

PRAIRIE LANDING

JOLIET, IL.

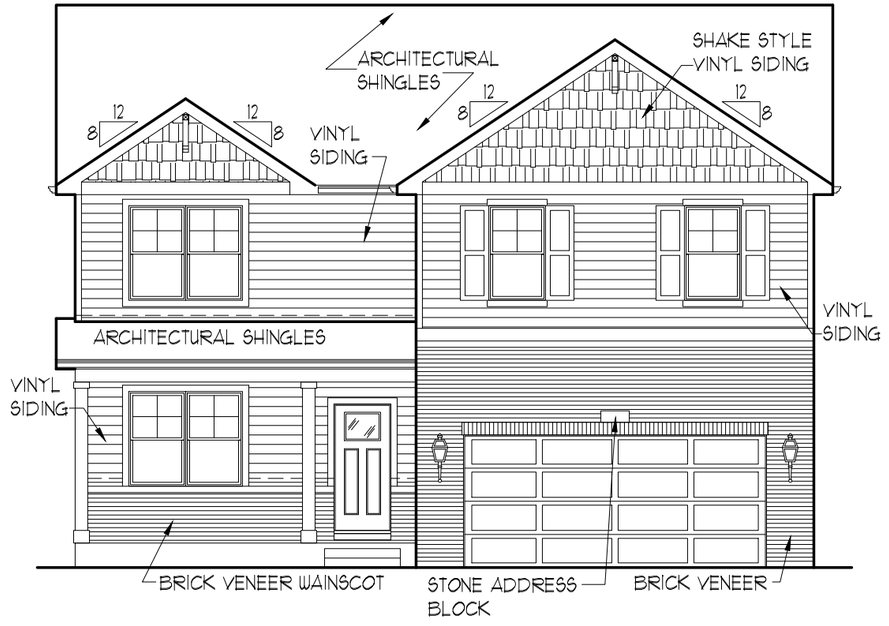
X-SERIES

D·R·HORTON® DHI Listed NYSE
America's Builder

11-13-24

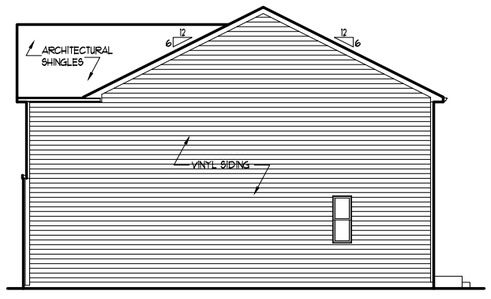
Premier Architecture, Inc.
1000 W SPRING ST., SOUTH ELGIN, IL 60177 (847) 877-6150

ORDINANCE #18739

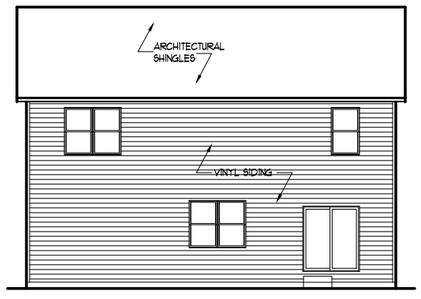


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 583.53 SQ. FT.
25% OF SIDEABLE AREA= 145.88 SQ. FT.
TOTAL MASONRY AREA = 183.96 SQ. FT. (31.5%)

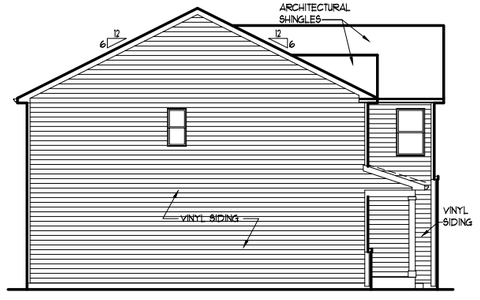
ELEVATION "B4"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

x429
PRAIRIE LANDING
JOLIET, IL.
X-SERIES

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America's Builder

11-13-24

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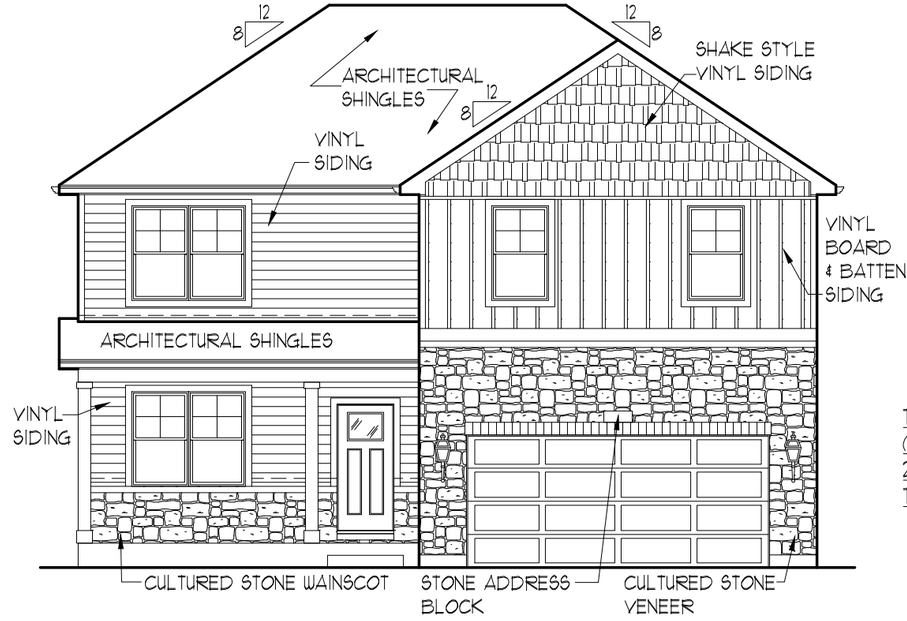
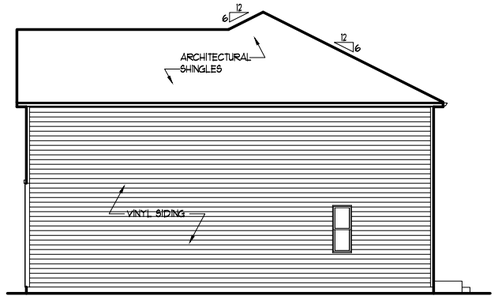
1000 W SPRING ST., SOUTH ELGIN, IL 60177 (847) 877-6150

ORDINANCE #18739

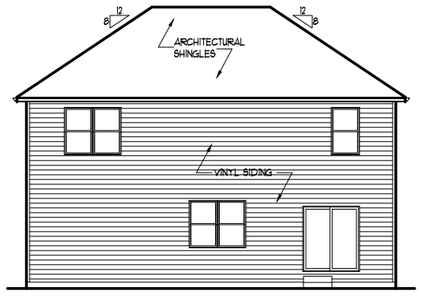


TOTAL FRONT ELEVATION SIDEABLE AREA
(NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) = 556.09 SQ. FT.
25% OF SIDEABLE AREA= 139.02 SQ. FT.
TOTAL MASONRY AREA = 182.29 SQ. FT. 32.8%)

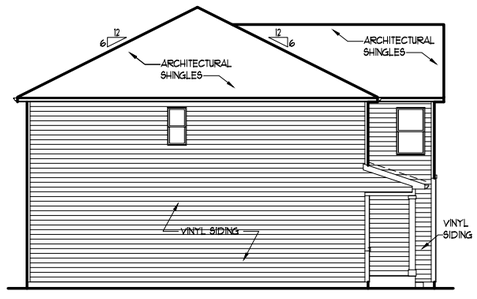
ELEVATION "D5"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X429

PRAIRIE LANDING

JOLIET, IL.

X-SERIES

D·R·HORTON® DHI Listed NYSE
America's Builder

11-13-24

Premier Architecture, Inc.
1000 W. SPRING ST., SOUTH ELGIN, IL 60177 (847) 877-6150

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, January 15, 2026

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
Mike Eulitz
John Kella
Wendell Martin
Roberto Perez
Debbie Radakovich
Brigette Roehr
Michael F. Turk

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

CALL TO ORDER

ROLL CALL

Present Jason Cox, Jeff Crompton, Mike Eulitz, John Kella, Debbie Radakovich, Brigette Roehr and Michael F. Turk

Absent Wendell Martin and Roberto Perez

APPROVAL OF MINUTES

Plan Commission Meeting Minutes 11-20-25 **TMP-9312**

Attachments: Plan Commission Meeting Minutes 11-20-25.pdf

A motion was made by Debbie Radakovich, seconded by Mike Eulitz, to approve Plan Commission Meeting Minutes 11-20-25. The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS: PUBLIC HEARING

None

OLD BUSINESS

None

NEW BUSINESS: PUBLIC HEARING

PUD-1-26: Amendment to the Final Planned Unit Development of Prairie Landing Subdivision (Ordinance #18739) to Allow Additional House Plans. (2200 Essington Road) (PIN # 06-03-36-100-033-0000) (COUNCIL DISTRICT #1) **TMP-9314**

Attachments: PUD-1-26 (Prairie Landing house plans) Staff Report Packet.pdf
Ordinance 18739 Final PUD of Prairie Landing Subdivision.pdf

Planning Director Jayne Bernhard read the staff report into the record. Steve Bauer with D.R. Horton appeared on behalf of the petition and, in response to Commissioner Kella's question, stated that home prices would range from the low $400s to high $400s. Three members of the public provided comments, which Mr. Bauer addressed regarding home prices, detention area, and the

absence of a berm.

A motion was made by Jeff Crompton, seconded by Debbie Radakovich, to approve PUD-1-26: Amendment to the Final Planned Unit Development of Prairie Landing Subdivision (Ordinance #18739) to Allow Additional House Plans. (2200 Essington Road) (PIN # 06-03-36-100-033-0000) (COUNCIL DISTRICT #1). The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

P-1-26: Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision. (3500 Houbolt Road) (PIN #'s 04-10-01-201-003-0000 and 10-11-06-101-004-0000) (COUNCIL DISTRICT #5) **TMP-9315**

Attachments: P-1-26 (CICJ Phase 28) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Jacob Gancarczy with Spesia Taylor and Brendan Durkin with CenterPoint Properties appeared on behalf of the petition. In response to Commissioner Cox's question, Mr. Durkin stated that the building under construction was being developed by Maple Tree Properties and was located at 3600 Houbolt Road. No members of the public spoke in favor of or in opposition to the petition.

A motion was made by Jeff Crompton, seconded by Jason Cox, to approve P-1-26: Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision. (3500 Houbolt Road) (PIN #'s 04-10-01-201-003-0000 and 10-11-06-101-004-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

NEW BUSINESS

None

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Joliet Comprehensive Plan – Status Update **TMP-9320**

Ms. Bernhard provided a status update on the Comprehensive Plan, including project goals, timeline, Existing Conditions Report, community engagement efforts and feedback, and upcoming workshops, including Community Workshop #2 on February 26 at the Joliet Public Library Ottawa Branch. In response to Commissioner Radakovich's question, Ms. Bernhard addressed attendance at the topic area workshops.

Interstate 80 Des Plaines River Bridge Community Plan – Status Update TMP-9321

Ms. Bernhard reviewed progress on the I-80 Des Plaines River Bridge Community Plan, including community workshops, the project timeline, community feedback, and shared-use path alignment concepts. In response to Commissioner Radakovich's question, Ms. Bernhard explained that the State of Illinois acquired all the property needed to initiate the construction of the new Interstate 80 bridge over the Des Plaines River.

Downtown Joliet Equitable Transit Oriented Development Plan – Status Update TMP-9322

Ms. Bernhard reported that the City received Regional Transportation Authority funding to update downtown zoning and that the project is kicking off with a consultant meeting scheduled for late January.

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Jason Cox, seconded by Debbie Radakovich, to approve adjournment. The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

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

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 107-26

File ID: 107-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: **Final Action:**

Title: Ordinance Approving an Amendment to the Final Planned Unit Development of Prairie Landing Subdivision (Ordinance #18739) to Allow Additional House Plans (PUD-1-26)

Agenda Date: 02/03/2026

Attachments: Ordinance - Final PUD Amendment Prairie Landing.docx, Prairie Landing Proposed Elevations and Floor Plans.pdf, Prairie Landing Approved Elevations and Floor Plans.pdf, Ordinance 18739 (Final PUD of Prairie Landing Subdivision).pdf, Plan Commission Staff Report Packet PUD-1-26.pdf, Plan Commission Minutes 01-15-26.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/30/2026	Dustin Anderson	Approve	1/26/2026
1	2	1/30/2026	Todd Lenzie	Approve	2/3/2026
1	3	1/30/2026	Beth Beatty	Approve	2/3/2026

Memo

File #: 108-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinances Associated with CenterPoint Intermodal Center at Joliet Phase Twenty-Eight:

Ordinance Approving the Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision (P-1-26)

Ordinance Approving the Recording Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision (RP-1-26)

BACKGROUND:
The petitioner and owner, CenterPoint Joliet Railroad Terminal LLC, seeks approval of a preliminary plat and a recording plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision, located at 3500 Houbolt Road. The subdivision creates two lots from an existing lot in order to separate off the floodplain area from the buildable area. The subject site is a recorded lot within a previously approved CenterPoint subdivision phase (Lot 33 in Phase Twenty-Seven), so there are no additional public improvements required with this request.

The 106-acre subject site is currently undeveloped and is zoned I-TC (Intermodal Terminal - Industrial Park). The site is within the CenterPoint intermodal park and surrounded by other industrial properties. The east side of the site contains floodplain and wetlands in the Cedar Creek watershed. The site will need to comply with the Cedar Creek Protection Area ordinance (Zoning Ordinance Section 47-15G) if applicable.

The proposed subdivision will create two lots from the existing lot. Proposed Lot 35 will be 76.2 acres and will be developed with a 1.1-million-square-foot warehouse facility. The preliminary plat includes a concept plan for the proposed development, which is a permitted use in the I-TC zoning district. Proposed Lot 36 will be 29.8 acres and will contain Cedar Creek floodplain and wetland areas. Lot 36 will be owned and maintained by the CenterPoint property owners' association. A drainage easement will be reserved over all of Lot 36, and there will be a 32-foot ingress / egress easement along the south side of Lot 35, north of the detention basin, to allow access to Lot 36. The existing lot could be developed with the proposed use as is; however, the subdivision request will allow the floodplain area to be on its own lot to better facilitate ownership and maintenance of that lot separately from the buildable lot.

PLAN COMMISSION PUBLIC HEARING:
The Plan Commission held a public hearing on this matter at their meeting on January 15, 2026. Jake Gancarczyk with Spesia and Taylor, attorney for the petitioner, and Brendan Durkin with

CenterPoint, petitioner, represented the petition. No one spoke in favor of or in opposition to the petition. Meeting minutes are attached.

RECOMMENDATION OF THE PLAN COMMISSION:
Jeff Crompton moved that the Plan Commission recommend approval of the Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision, located at 3500 Houbolt Road.

Jason Cox seconded the motion, which passed with seven (7) aye votes and no nay votes. Voting aye were: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr, and Turk. Voting nay were: none. Absent were: Martin and Perez.

RECOMMENDATION:
Staff concurs with the recommendation of the Plan Commission and recommends that the Mayor and City Council approve the following:

1. Ordinance approving the Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision

2. Ordinance approving the Recording Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PRELIMINARY PLAT OF A SUBDIVISION
(CenterPoint Intermodal Center at Joliet Phase Twenty-Eight)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached preliminary plat of subdivision is hereby approved, subject to the conditions set forth on the plat or in Exhibit "A" if any.

SECTION 2: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3: This Ordinance shall be in effect upon its passage.

PASSED this ___ day of _____, 2026

_____ _____
MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

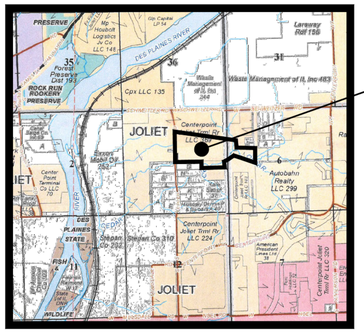
SUBDIVISION: CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision
PIN: 04-10-01-201-003-0000; 10-11-06-101-004-0000
PLAN COMMISSION APPROVED: Yes
CONDITIONS IMPOSED: No
CED DOC. NO.: P-1-26

PRELIMINARY PLAT OF

CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-EIGHT

LEGAL DESCRIPTION

LOT 33 – BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-SEVEN, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND ALSO THAT PART OF SECTION 1, IN TOWNSHIP 34 NORTH, RANGE 9 EAST, ALL OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 2024, AS DOCUMENT NUMBER R2024020515; IN WILL COUNTY, ILLINOIS. Containing 106.071 acres more or less.



VICINITY MAP

EXISTING PARCEL AREA TABLE	
PARCEL NUMBER	AREA (ACRES)
LOT 33 (JACKSON TWP.) LOT 33 (CHANNAHON TWP.)	19.436 ACRES 86.635 ACRES
TOTAL SUBDIVISION	106.071 ACRES

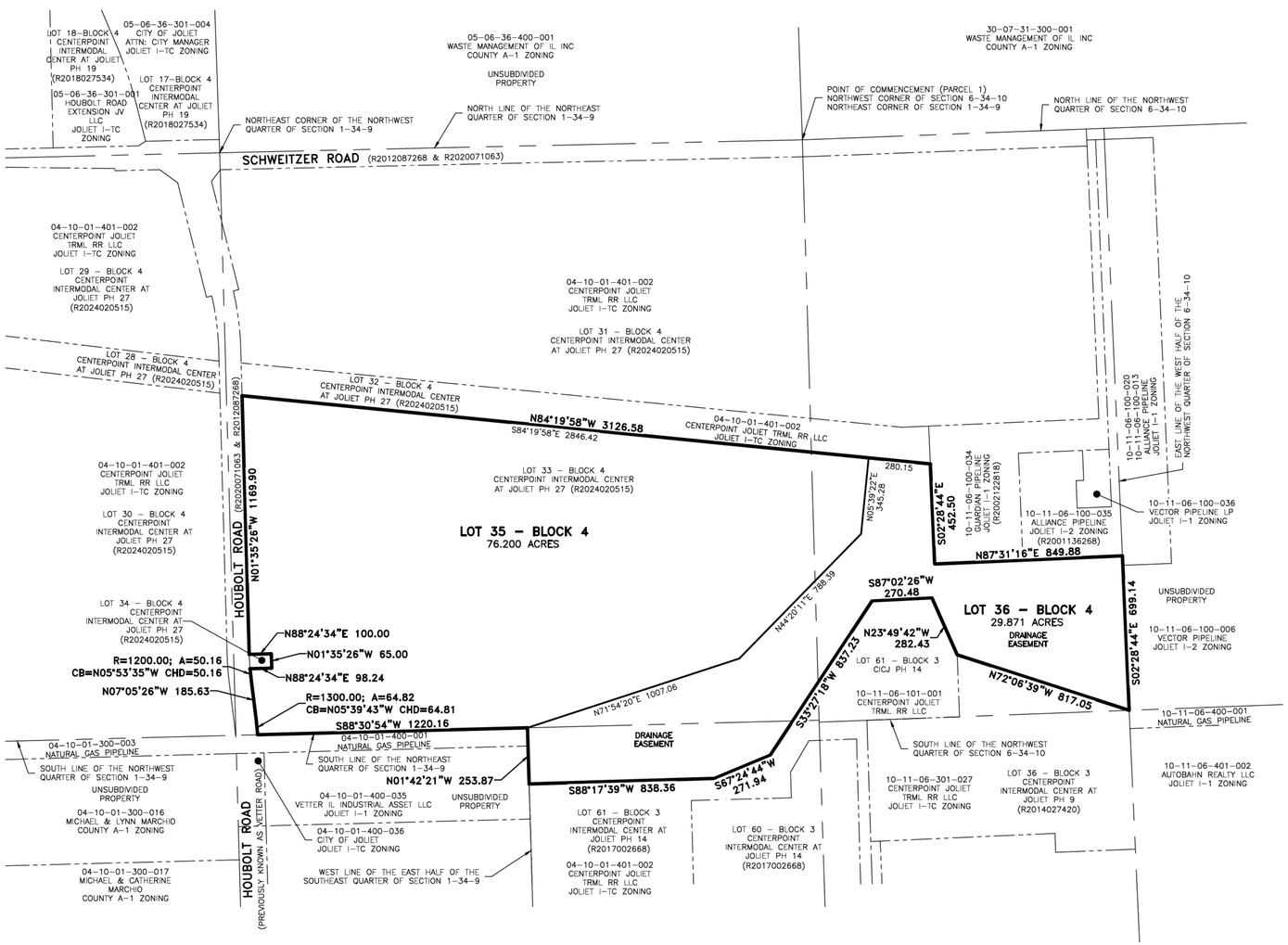
CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-NINE (106.071 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 35 – BLOCK 4	76.200 ACRES (73.740 AC CHANNAHON TWP.) (2.460 AC JACKSON TWP.)
LOT 36 – BLOCK 4	29.871 ACRES (12.897 AC CHANNAHON TWP.) (16.974 AC JACKSON TWP.)

P.I.N.
04-10-01-201-003
10-11-06-101-004

COMMON ADDRESS:
3500 HOUBOLT ROAD
JOLIET, IL 60436

300 0 300 600 900

Scale: 1" = 300'



GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, IS THE STATE PLANE OF ILLINOIS, ZONE EAST (NAD83), GRID COORDINATES, DERIVED FROM RTK TRIMBLENOW GEODETIC OBSERVATIONS AND IS ALSO MATCHES THE RECORD BEARINGS OF CENTERPOINT INTERMODAL CENTER AT JOLIET SUBDIVISION PHASE NINETEEN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2018, AS DOCUMENT NUMBER R2018027534.
2. THE EXISTING IMPROVEMENTS AND TOPOGRAPHY, DEPICTED HEREON, ARE BASED ON DATA COLLECTED BY CEMCON LTD. AND GEOTECH, INC. BETWEEN 2017 AND 2025.
3. P.U.&D.E. = DENOTES PUBLIC UTILITY & DRAINAGE EASEMENT.
4. SWM = DENOTES STORM WATER MANAGEMENT.
5. THE PROPERTY IS CURRENTLY ZONED CITY OF JOLIET I–TC ZONING DISTRICT.
6. THE PROPOSED DEVELOPMENT WITHIN THIS PRELIMINARY PLAT WILL CONFORM TO THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS FOR THE CITY OF JOLIET I–T ZONING DISTRICT REQUIREMENTS AND THE ANNEXATION AGREEMENT FOR THIS DEVELOPMENT.
7. PORTIONS OF THE PROPOSED SUBDIVISION ARE SITUATED WITHIN A SPECIAL FLOOD HAZARD AREAS, ACCORDING TO THE FLOOD STUDY PREPARED BY CEMCON. THE FLOODPLAIN SHOWN IS ZONE AE. THE FLOOD STUDY WILL BE SUBMITTED TO JOLIET FOR THEIR REVIEW AND APPROVAL.
8. THE FLOOD STUDY PREPARED BY CEMCON, SHOWS FLOODWAY WITHIN THE LIMITS OF PROPOSED LOT 36 – BLOCK 4.
9. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.
10. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE LESSEE OR OWNER OF LOT 35 – BLOCK 4. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.
11. LOT 36 – BLOCK 4 CONTAINS AREAS OF FLOODPLAIN AND WETLANDS AND WILL BE CONVEYED TO AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. THE ENTIRE L

PRELIMINARY PLAT OF

CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-EIGHT

EXISTING PARCEL AREA TABLE	
PARCEL NUMBER	AREA (ACRES)
LOT 33 (JACKSON TWP.) LOT 33 (CHANNAHON TWP.)	19.436 ACRES 86.635 ACRES
TOTAL SUBDIVISION	106.071 ACRES

CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-NINE (106.071 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 35 – BLOCK 4	76.200 ACRES (73.740 AC CHANNAHON TWP.) (2.460 AC JACKSON TWP.)
LOT 36 – BLOCK 4	29.871 ACRES (12.897 AC CHANNAHON TWP.) (16.974 AC JACKSON TWP.)

BENCHMARK:
REFERENCE MARK: WILL COUNTY CONTROL STATION 716,
NGS 3-D MARKER
ELEVATION = 542.82 (NAVD88-GEOID12B)

LEGEND

EXISTING		PROPOSED
——>	STORM SEWER	——>
—)	SANITARY SEWER	—)
WM	WATER MAIN	WM
FM	FORCE MAIN	FM
	FIRE HYDRANT	
	VALVE BOX	
	STORM SEWER MANHOLE	
	CATCH BASIN	
	INLET	
	FLARED END SECTION	
	SANITARY SEWER MANHOLE	
	STREET LIGHT	
	OVERLAND FLOOD ROUTE	

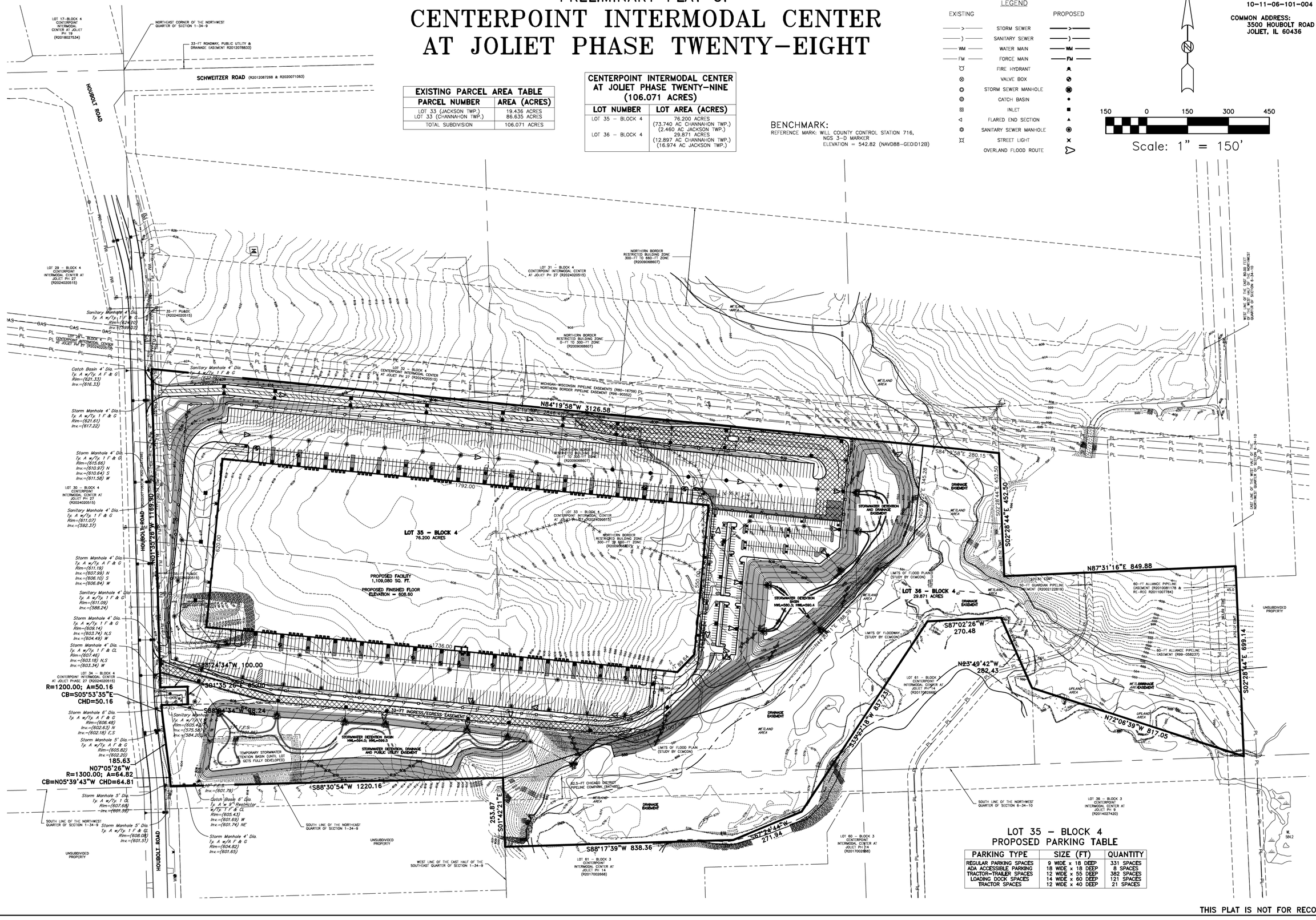
N

150 0 150 300 450

Scale: 1" = 150'

P.I.N.
04-10-01-201-003
10-11-06-101-004

COMMON ADDRESS:
3500 HOUBOLT ROAD
JOLIET, IL 60436



LOT 35 – BLOCK 4
PROPOSED PARKING TABLE

PARKING TYPE	SIZE (FT)	QUANTITY
REGULAR PARKING SPACES	9 WIDE x 18 DEEP	331 SPACES
ADA ACCESSIBLE PARKING	18 WIDE x 18 DEEP	8 SPACES
TRACTOR–TRAILER SPACES	12 WIDE x 55 DEEP	382 SPACES
LOADING DOCK SPACES	14 WIDE x 60 DEEP	121 SPACES
TRACTOR SPACES	12 WIDE x 40 DEEP	21 SPACES

THIS PLAT IS NOT FOR RECORD

DATE	BY	REVISION
12.23.2025	CP	REVISED PER JOLIET REVIEW
12.05.2025	CP	REVISED PER JOLIET REVIEW

PRELIMINARY PLAT
PHASE TWENTY-EIGHT

DRAWN BY: CP JOB # GJN17565
CHECKED BY: CP/CT DATE: 10/29/2025

CENTERPOINT INTERMODAL CENTER AT JOLIET

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

2

GJN17565

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORDING PLAT OF A SUBDIVISION
(CenterPoint Intermodal Center at Joliet Phase Twenty-Eight)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached recording plat of subdivision is hereby approved, subject to conditions set forth on the plat or in Exhibit "A" if any.

SECTION 2: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3: This Ordinance shall be in effect upon its passage.

PASSED this ___ day of _____, 2026

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

SUBDIVISION: CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision
PLAN COMMISSION APPROVED: N/A
PIN: 04-10-01-201-003-0000; 10-11-06-101-004-0000
CED DOC. NO.: RP-1-26

RECORDING PLAT OF

CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-EIGHT

A RESUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND ALSO THAT PART OF THE EAST HALF OF SECTION 1, IN TOWNSHIP 34 NORTH, RANGE 9 EAST, ALL OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-NINE (106.071 ACRES)	
LOT NUMBER	**LOT AREA (ACRES)**
LOT 35 – BLOCK 4	76.200 ACRES (73.740 AC CHANNAHON TWP.) (2.460 AC JACKSON TWP.)
LOT 36 – BLOCK 4	29.871 ACRES (12.897 AC CHANNAHON TWP.) (16.974 AC JACKSON TWP.)

P.I.N.
04-10-01-201-003
10-11-06-101-004

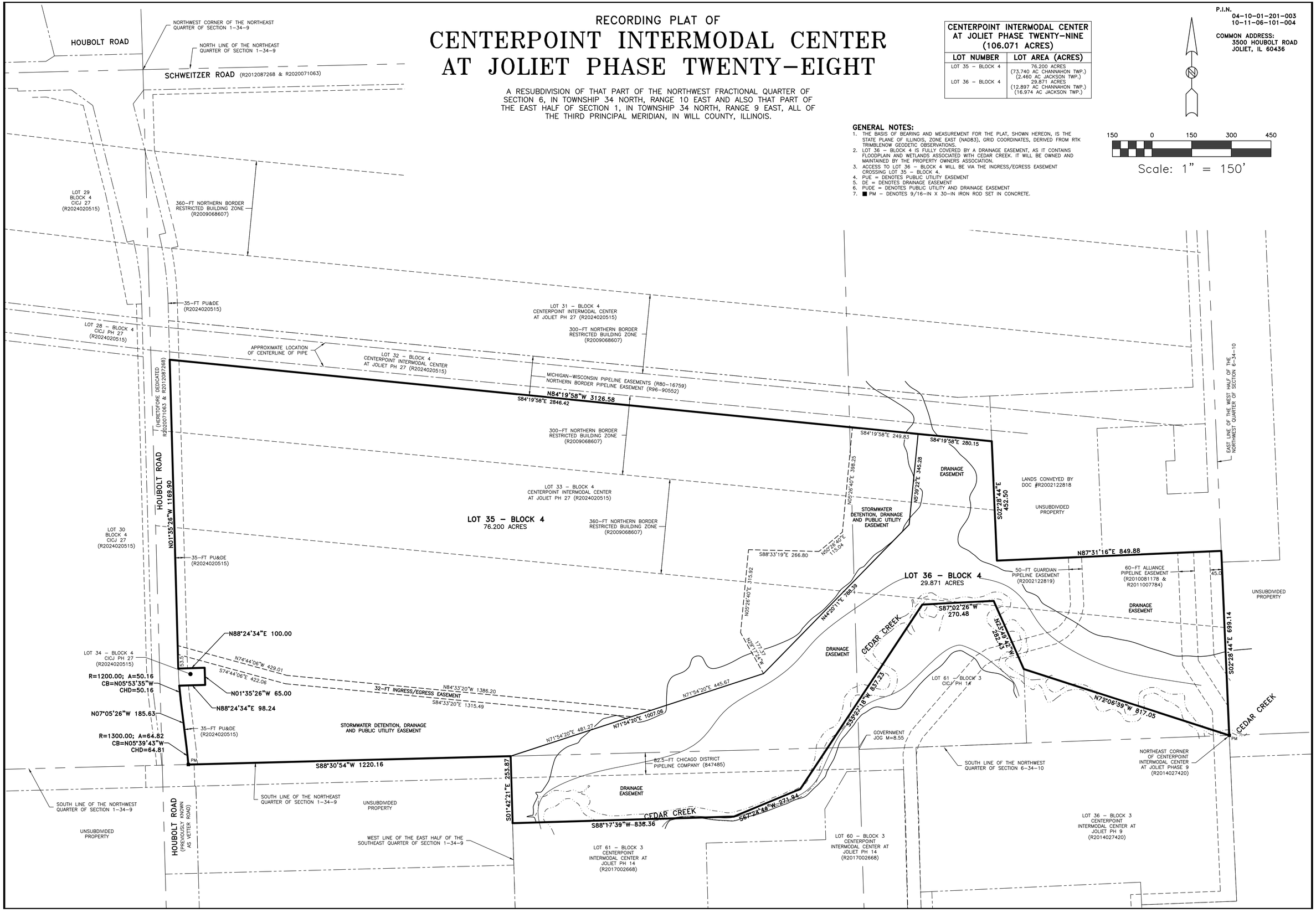
COMMON ADDRESS:
3500 HOUBOLT ROAD
JOLIET, IL 60436

GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, IS THE STATE PLANE OF ILLINOIS, ZONE EAST (NAD83), GRID COORDINATES, DERIVED FROM RTK TRIMBLENOW GEODETIC OBSERVATIONS.
2. LOT 36 – BLOCK 4 IS FULLY COVERED BY A DRAINAGE EASEMENT, AS IT CONTAINS FLOODPLAIN AND WETLANDS ASSOCIATED WITH CEDAR CREEK. IT WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.
3. ACCESS TO LOT 36 – BLOCK 4 WILL BE VIA THE INGRESS/EGRESS EASEMENT CROSSING LOT 35 – BLOCK 4.
4. PUE = DENOTES PUBLIC UTILITY EASEMENT
5. DE = DENOTES DRAINAGE EASEMENT
6. PUDE = DENOTES PUBLIC UTILITY AND DRAINAGE EASEMENT
7. ■ PM – DENOTES 9/16-IN X 30-IN IRON ROD SET IN CONCRETE.

150 0 150 300 450

Scale: 1" = 150'



DATE	BY	REVISION

RECORDING PLAT OF PHASE TWENTY-EIGHT

DRAWN BY: CP JOB # GJN17565
CHECKED BY: CP/CT DATE: 11/17/2025

CENTERPOINT INTERMODAL CENTER AT JOLIET

GEOTECH INC.
CONSULTING ENGINEERS – LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

1

GJN17565

RECORDING PLAT OF

CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-EIGHT

A RESUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND ALSO THAT PART OF THE EAST HALF OF SECTION 1, IN TOWNSHIP 34 NORTH, RANGE 9 EAST, ALL OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

STATE OF ILLINOIS)
COUNTY OF WILL) SS

I, _____, JOLIET CITY COLLECTOR, HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT TAXES OR UNPAID SPECIAL ASSESSMENTS AGAINST THE PROPERTY DESCRIBED BY THIS PLAT.

DATED AT JOLIET, ILLINOIS, THIS _____ DAY OF _____, 202 _____, A.D.

_____
CITY COLLECTOR

STATE OF ILLINOIS)
COUNTY OF WILL) SS

APPROVED BY THE JOLIET CITY PLAN COMMISSION _____, 202 _____, A.D.

DATED THIS _____ DAY OF _____, 202 _____, A.D.

_____ _____
PLAN COMMISSION CHAIRMAN PLAN COMMISSION SECRETARY

STATE OF ILLINOIS)
COUNTY OF WILL) SS

AS AUTHORIZED BY THE PLAT APPROVED BY: ORDINANCE NO. _____ OF THE CITY COUNCIL OF THE CITY OF JOLIET, ON _____, 202 _____, A.D.

DATED THIS _____ DAY OF _____, 202 _____, A.D.

_____ _____
MAYOR CITY CLERK

STATE OF ILLINOIS)
COUNTY OF WILL) SS

I, _____, COUNTY CLERK OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, OR UNPAID CURRENT GENERAL TAXES AGAINST ANY OF THE ESTATE DESCRIBED IN THE FOREGOING CERTIFICATES.

GIVEN UNDER MY HAND AND SEAL AT JOLIET, ILLINOIS, THIS _____ DAY OF _____, 202 _____, A.D.

_____
WILL COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF WILL) SS

I, _____, DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE, DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION OF THIS PLAT AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN DESCRIBED IS LOCATED ON TAX MAPS:

_____
_____

AND IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PN):

_____
_____
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_____

DATED THIS _____ DAY OF _____, 202 _____, A.D.

_____
DIRECTOR

STATE OF ILLINOIS)
COUNTY OF WILL) SS

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, AFORESAID ON THIS _____ DAY OF _____, 202 _____, A.D. AT _____ O'CLOCK ___M.

_____
WILL COUNTY RECORDER

GRANT OF NON-EXCLUSIVE EASEMENT

CENTERPOINT JOLIET TERMINAL RAILROAD, LLC, an Illinois limited liability company , its successors and assigns (" Grantor "), in consideration of the sum of Ten and No/100 Dollar ($10.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby gives and grants to COMMONWEALTH EDISON COMPANY, an Illinois Corporation, COMCAST CABLE COMMUNICATIONS, INC., and ILLINOIS BELL TELEPHONE COMPANY dba AT&T ILLINOIS, an Illinois corporation (collectively " Grantees "), their respective licensees, successors and assigns, jointly and severally a non-exclusive easement to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, wires transformers, and other facilities used in connection with overhead transmission and distribution of electricity, communication, sounds and signals in, over, under, across, along and upon the surface of the property labeled on this Plat of Subdivision as " PUE " , " PU&DE " , " Public Utility Easement " or " Public Utility and Drainage Easement " (collectively, the " Easement Areas "), together with right of access to the same and the right, from time to time, to trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the grant herein given, in, over, under, across, along and upon the surface of the Easement Areas. Obstructions shall not be placed over Grantees' facilities or in, upon and over the Easement Areas without prior consent of the Grantees; provided however, Grantor reserves to itself, its successors and assigns, the right to construct, use, operate, maintain, repair and replace across, over and/or under the Easement Areas, telephone, telegraph, electricity, water, gas, gasoline, oil and sewer lines, rail and rail related facilities, roads and road related facilities and other facilities and structures in such a manner as not to create an unreasonable interference with the use of the easement herein granted in the Easement Area without Grantees' consent. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to materially interfere with the operation and maintenance thereof.

GRANT OF NON-EXCLUSIVE EASEMENT

CENTERPOINT JOLIET TERMINAL RAILROAD, LLC, an Illinois limited liability company, its successors and assigns (" Grantor "), for good and valuable consideration, the receipt which is hereby acknowledged, gives and grants to the CITY OF JOLIET (the " City "), its successors and assigns: (i) a perpetual, non-exclusive easement and right-of-way for the purpose of laying, maintaining, operating, renewing, replacing and removing storm water drainage pipes, feeders and laterals, associated manholes and any necessary facilities appurtenant thereto in connection with the transmission and distribution of storm water runoff, in, upon, under, along and across the property labeled on this Plat of Subdivision for " Drainage and Access Easement " , " D&AE " , or " Public Utility and Drainage Easement " (collectively, the " Storm Water Management Easement Areas ") together with reasonable right of access thereto for said purposes; and (ii) a perpetual, non-exclusive easement and right-of-way for the purpose of laying, maintaining, operating, renewing, replacing and removing water mains, feeders and laterals, and sanitary sewer drainage pipes, feeders and laterals, and associated manholes and any necessary facilities appurtenant thereto in connection with the transmission and distribution and drainage of water and sanitary sewer services in, upon, under, along and across the property labeled on this Plat of Subdivision for " PUE " , " PU&DE " , " Public Utility Easement " or " Public Utility and Drainage Easement " (collectively, the " Water & Sanitary Sewer Easement Areas ") together with reasonable right of access thereto for said purposes. The Storm Water Management Easement Areas and the Water & Sanitary Sewer Easement Areas are herein collectively referred to as the " Easement Areas " . Grantor reserves the right to use the Easement Areas in any manner not inconsistent with the rights granted herein, including without limitation, the right to construct, use, operate, maintain, repair and replace across, over and/or under the Easement Areas, telephone, telegraph, electricity, water, gas, gasoline, oil and sewer lines, driveways, parking lots and other facilities and structures in such a manner as not to create an unreasonable interference with the use of the easements herein granted in the Easement Areas without the City's consent. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to materially interfere with the operation and maintenance thereof.

GRANT OF NON-EXCLUSIVE EASEMENT

CENTERPOINT JOLIET TERMINAL RAILROAD, LLC, an Illinois limited liability company , its successors and assigns (" Grantor "), in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by the Grantee, NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS (" Nicor "), does hereby give and grant unto said NICOR GAS, its successors and assigns, a perpetual, non-exclusive easement and right-of-way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains and any necessary facilities appurtenant thereto, in, upon, under, along and across the property labeled on this Plat of Subdivision for " PUE " , " PU&DE " , " Public Utility Easement " or " Public Utility and Drainage Easement " (collectively, the " Easement Areas ") together with reasonable right of access thereto for said purposes. Grantor reserves the right to use the Easement Areas in any manner not inconsistent with the rights granted herein, including without limitation, the right to construct, use, operate, maintain, repair and replace across, over and/or under the Easement Areas, telephone, telegraph, electricity, water, gas, gasoline, oil and sewer lines, rail and rail related facilities, roads and road related facilities and other facilities and structures. Nicor shall restore all of that portion of Grantor's property impacted, damaged and/or disturbed by Nicor or during the original installation of Nicor's facilities on Grantor's property, and also during any subsequent maintenance, repair, replacement or removal of Nicor's facilities on Grantor's property, all to a condition as good as or better than that which existed prior to Nicor entering Grantor's property. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Nicor agrees that it shall perform all such restoration in a timely manner.

GRANT OF NON-EXCLUSIVE INGRESS/EGRESS EASEMENT

CENTERPOINT JOLIET TERMINAL RAILROAD, LLC, an Illinois limited liability company, its successors and assigns (" Grantor"), for good and valuable consideration, the receipt which is hereby acknowledged, gives and grants to and for the benefit of the owners from time to time of the areas shown and designated as: Lot 36 – Block 4 ("Grantee Owners") and the agents, contractors, employees, tenants, licensees, invitees and successors and assigns of such Grantee Owners, a perpetual, non-exclusive easement over, upon, along and across the area shown and designated as an "32-Ft Ingress/Egress Easement" across Lot 35 – Block 4 on this CenterPoint Intermodal Center at Joliet, Phase Twenty-Eight Plat of Subdivision for the purpose of pedestrian, automobile, track and tractor trailer ingress and egress over, upon, along and across the Ingress/Egress Easement Area. Grantor reserves the right to use the Ingress/Egress Easement Area in any manner not inconsistent with the rights granted herein, including without limitation, the right to construct, use, operate, maintain, repair and replace across, over and/or under the Ingress/Egress Easement Area, telephone, telegraph, electricity, water, gas, gasoline, oil and sewer lines, driveways, and other facilities and structures in such a manner as not to create an unreasonable interference with the use of the easement herein granted in the Ingress/Egress Easement Area.

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT CENTERPOINT JOLIET TERMINAL RAILROAD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN BY THIS PLAT FOR THE USES AND PURPOSES HEREIN SET FORTH AND THAT SAID CENTERPOINT JOLIET TERMINAL RAILROAD LLC HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN.

TO THE BEST OF OUR KNOWLEDGE THE PROPERTY DESCRIBED ON THIS PLAT, WHICH IS KNOWN AS CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-EIGHT IS LOCATED WITHIN THE BOUNDARY LIMITS OF LARAWAY COMMUNITY CONSOLIDATED ELEMENTARY SCHOOL DISTRICT NUMBER 70C, JOLIET TOWNSHIP HIGH SCHOOL DISTRICT NUMBER 204, AND JOLIET JUNIOR COLLEGE DISTRICT NUMBER 525.

DATED THIS _____ DAY OF _____, 202 _____, A.D.

BY: CENTERPOINT JOLIET TERMINAL RAILROAD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
CENTERPOINT PROPERTIES TRUST, A MARYLAND REAL ESTATE INVESTMENT TRUST, ITS MANAGER
1808 SWIFT DRIVE
OAK BROOK, ILLINOIS 60523

BY: _____ BY: _____

NAME: _____ NAME: _____

ITS: _____ ITS: _____

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____, AS _____ AND _____ RESPECTIVELY, OF CENTERPOINT PROPERTIES TRUST, MANAGER OF CENTERPOINT JOLIET TERMINAL RAILROAD LLC, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AS OFFICERS OF CENTERPOINT PROPERTIES TRUST, FOR THE USES AND PURPOSES SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 202 _____, A.D.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF WILL) SS

I, CHRISTOPHER M. PAPESH, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT UNDER THE DIRECTION OF THE OWNERS THEREOF, I HAVE SURVEYED, RESUBDIVIDED AND PLATTED INTO 2 LOTS AND NO STREETS, THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND ALSO THAT PART OF THE EAST HALF OF SECTION 1, IN TOWNSHIP 34 NORTH, RANGE 9 EAST, ALL OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LOT 33 – BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-SEVEN, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND ALSO THAT PART OF SECTION 1, IN TOWNSHIP 34 NORTH, RANGE 9 EAST, ALL OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 2024, AS DOCUMENT NUMBER R2024020515; IN WILL COUNTY, ILLINOIS. Containing 106.071 acres more or less.

I DO FURTHER CERTIFY THAT:

1. THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION AS MADE BY ME.
2. PART OF THIS SITE IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREAS, AS DEFINED BY THE FLOOD INSURANCE RATE MAP "FIRM", MAP PANEL NUMBER 17197C0260G, WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2019.
3. THE PROPERTY INCLUDED IN THIS PLAT IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF JOLIET, WILL COUNTY, ILLINOIS.
4. THAT ALL REGULATIONS ENACTED BY THE SUBDIVISION AND PLAT ORDINANCE OF THE CITY OF JOLIET HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.
5. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
6. 9/16" x 30" IRON RODS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

GIVEN UNDER MY HAND AND SEAL AT CREST HILL, ILLINOIS THIS 5th DAY OF December, 2025, A.D.

PROFESSIONAL LAND SURVEYOR
CHRISTOPHER M. PAPESH
035-003369
CREST HILL ILLINOIS
STATE OF ILLINOIS

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3369
EXPIRATION DATE 11/30/2026
GEOTECH INCORPORATED PROFESSIONAL DESIGN
FIRM NUMBER 184-000165

DATE	BY	REVISION

RECORDING PLAT OF
PHASE TWENTY-EIGHT
DRAWN BY: CP JOB # GJN17565
CHECKED BY: CP/CT DATE: 11/17/2025

CENTERPOINT INTERMODAL CENTER AT JOLIET

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

DATE: January 5, 2026

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: P-1-26: Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision

GENERAL INFORMATION:

APPLICANT:	CenterPoint Joliet Railroad Terminal LLC
STATUS OF APPLICANT:	Owner
OWNER:	CenterPoint Joliet Railroad Terminal LLC
REQUESTED ACTION:	Approval of a minor industrial subdivision
PURPOSE:	To create two lots to separate the floodplain from the buildable lot
EXISTING ZONING:	I-TC (Intermodal Terminal – Industrial Park)
LOCATION:	3500 Houbolt Road (04-10-01-201-003-0000 and 10-11-06-101-004-0000) (Council District #5)
SUBDIVISION SIZE:	106 acres
EXISTING LAND USE:	Undeveloped

SURROUNDING LAND USE & ZONING:

NORTH: Undeveloped, I-TC (intermodal terminal – industrial park)
SOUTH: Undeveloped (pipeline), County A-1 (agricultural);
Industrial, I-TC (intermodal terminal – industrial park)
EAST: Industrial (pipeline), I-1 (light industrial) and I-2 (general industrial)
WEST: Undeveloped, I-TC (intermodal terminal – industrial park)

SITE HISTORY: The subject site is an existing recorded lot (Lot 33 - Block 4) within CenterPoint Intermodal Center at Joliet Phase Twenty-Seven, which was approved and recorded in January 2024. The site is currently undeveloped. The east side of the site contains floodplain and wetlands in the Cedar Creek watershed.

SPECIAL INFORMATION: The preliminary plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight will create two lots from an existing lot (Lot 33 from Phase Twenty-Seven) in order to separate off the floodplain area from the buildable area. Proposed Lot 35 will be 76.2 acres and will be developed with a 1.1-million-square-foot warehouse facility. The preliminary plat includes a concept plan for the proposed development. Proposed Lot 36 will be 29.8 acres and will contain Cedar Creek floodplain and wetland areas. Lot 36 will be owned and maintained by the CenterPoint property owners' association. A drainage easement will be reserved over all of Lot 36, and there will be a 32-foot ingress / egress easement along the south side of Lot 35, north of the detention basin, to allow access to Lot 36.

The proposed warehouse facility is a permitted use in the Intermodal Terminal – Industrial Park zoning district. The site will need to comply with the Cedar Creek Protection Area ordinance (Zoning Ordinance Section 47-15G) if applicable. There are no additional public improvements required as part of this subdivision request.

RECOMMENDED ACTION: Staff recommends that the Plan Commission recommend approval of the preliminary plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision, which will allow the floodplain and wetland areas at the rear of the property to be on their own separate lot. The floodplain lot will then be maintained by the property owners' association for the CenterPoint intermodal park. The proposed development for the buildable lot is permitted in this zoning district, and the subdivision does not require additional roads or public improvements.

Figure 1: Subject site within the CenterPoint Intermodal Center at Joliet subdivision (2025)

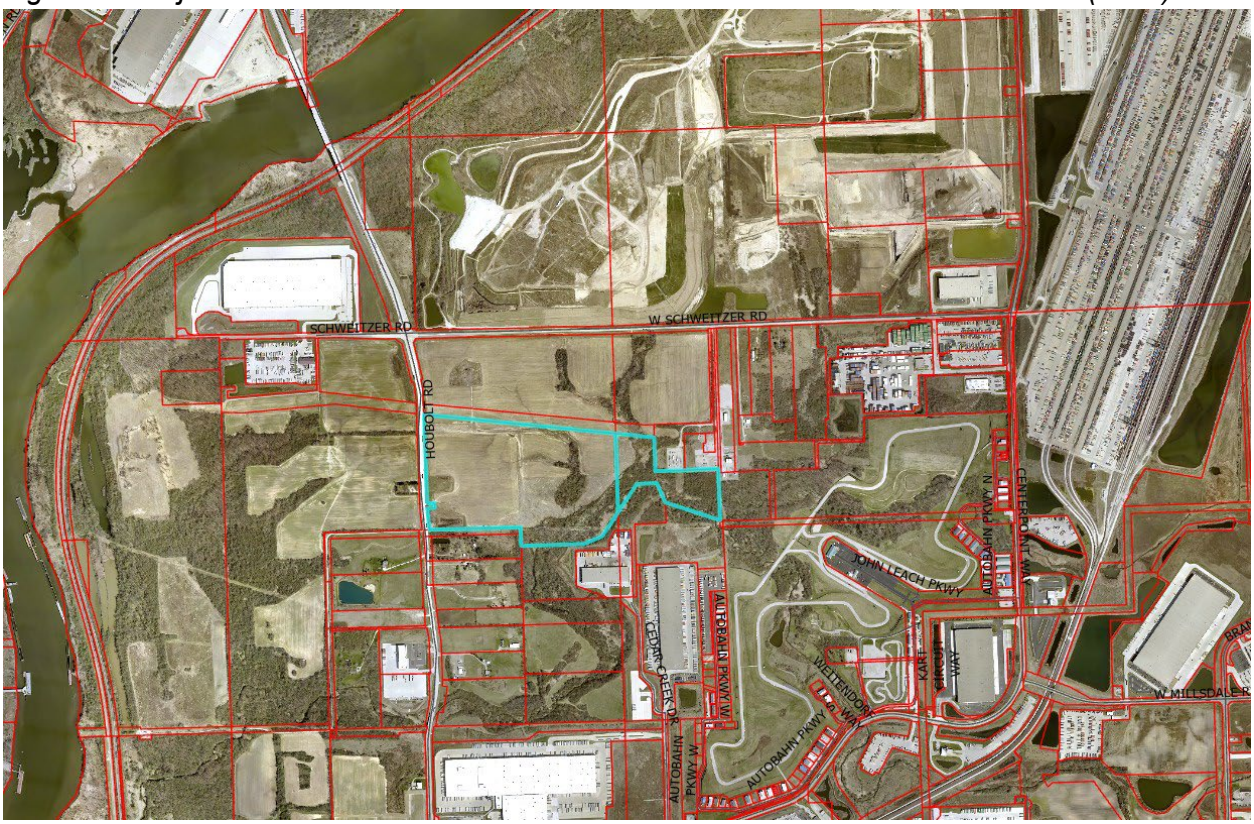
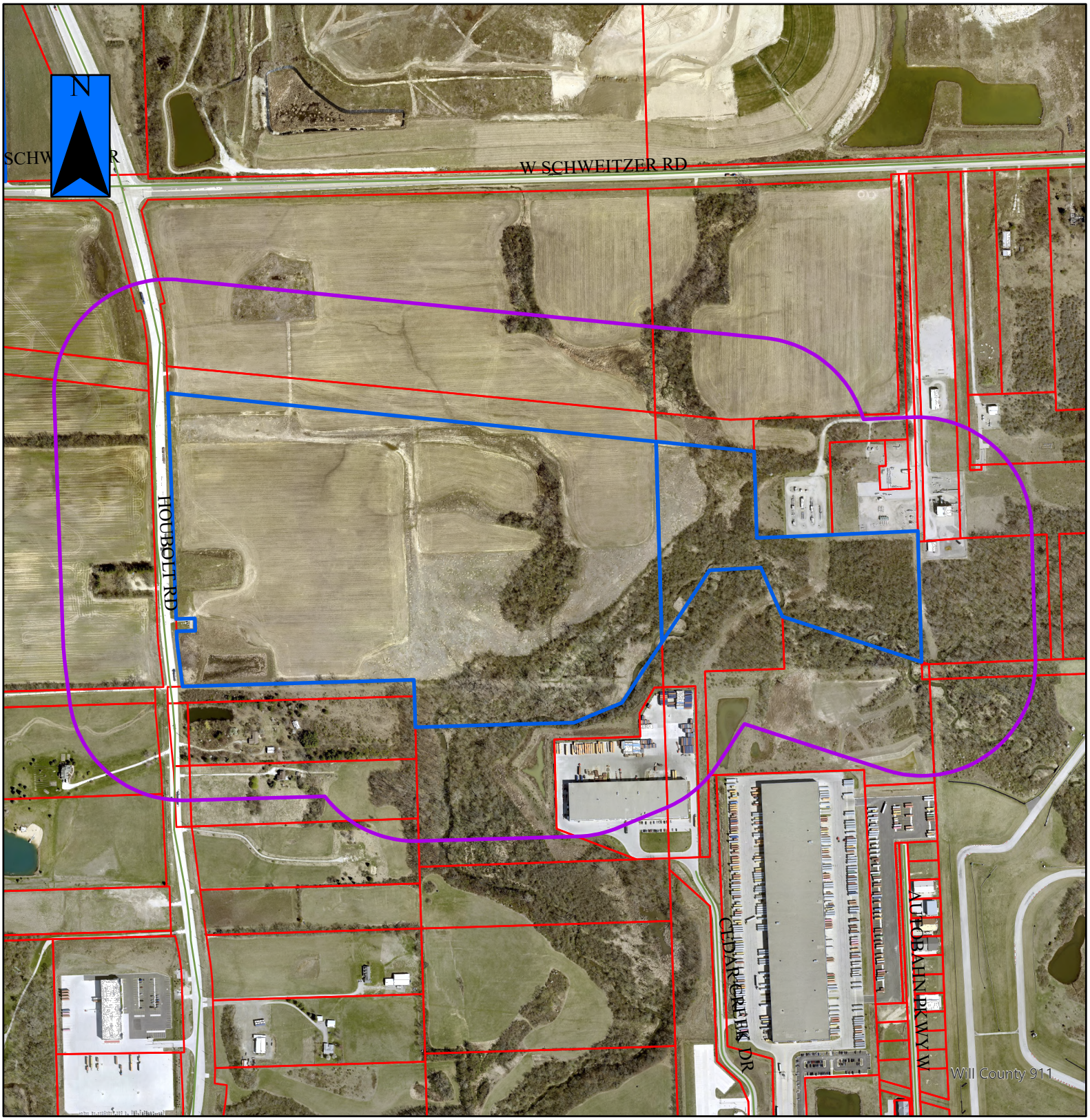


Figure 2: Subject site, view northeast from Houbolt Road near the southwest corner of the site (May 2025)

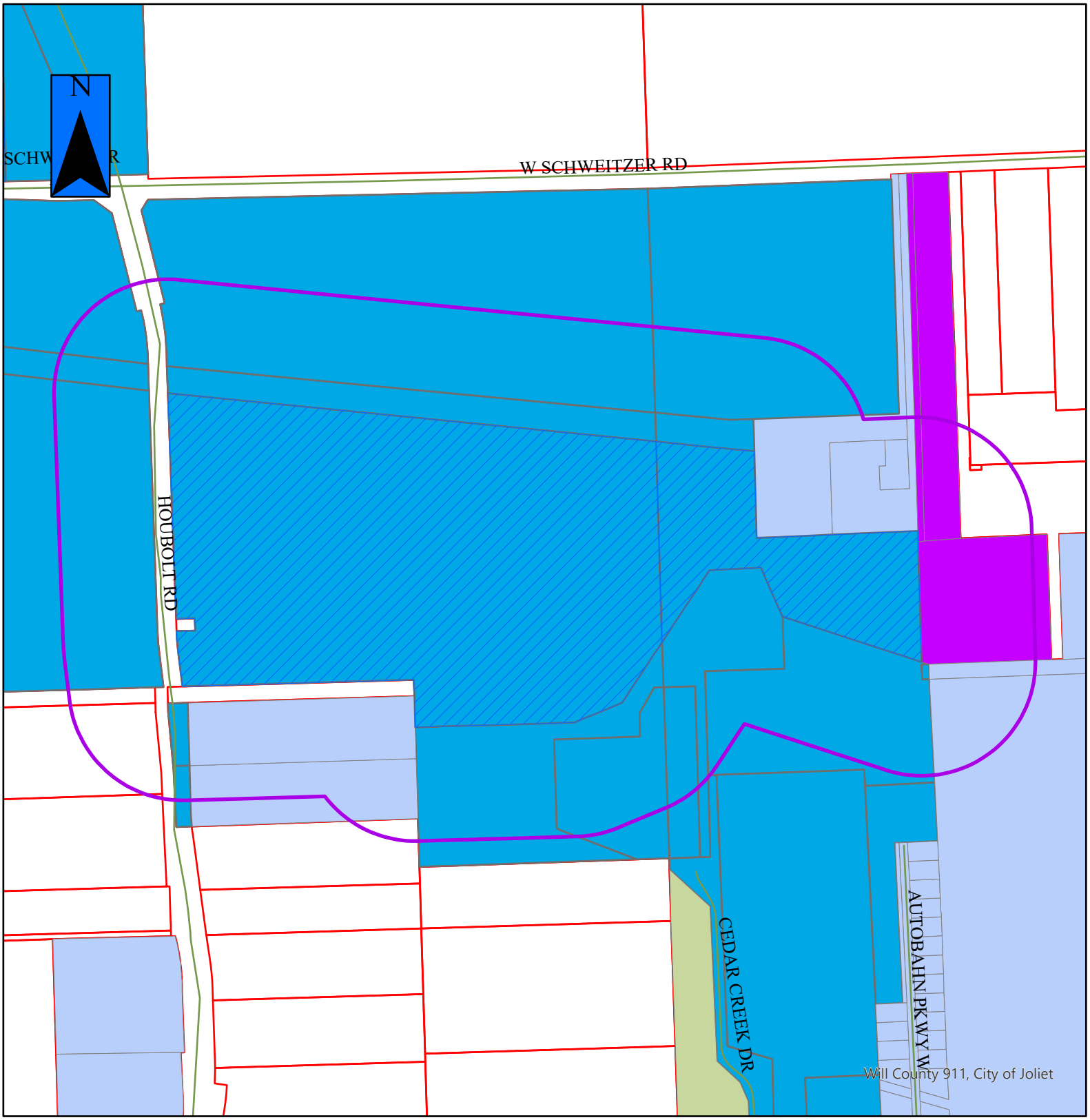


P-1-26a

JOLIET PLANNING DIVISION
DIVISION DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)



P-1-26

JOLIET PLANNING DIVISION

= Property in Question

= 600' Public Notification Boundary

Legend

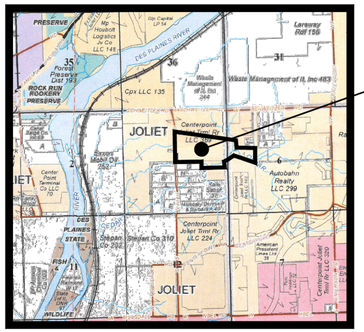
B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B

PRELIMINARY PLAT OF

CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-EIGHT

LEGAL DESCRIPTION

LOT 33 – BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-SEVEN, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND ALSO THAT PART OF SECTION 1, IN TOWNSHIP 34 NORTH, RANGE 9 EAST, ALL OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 2024, AS DOCUMENT NUMBER R2024020515; IN WILL COUNTY, ILLINOIS. Containing 106.071 acres more or less.



VICINITY MAP

EXISTING PARCEL AREA TABLE	
PARCEL NUMBER	AREA (ACRES)
LOT 33 (JACKSON TWP.) LOT 33 (CHANNAHON TWP.)	19.436 ACRES 86.635 ACRES
TOTAL SUBDIVISION	106.071 ACRES

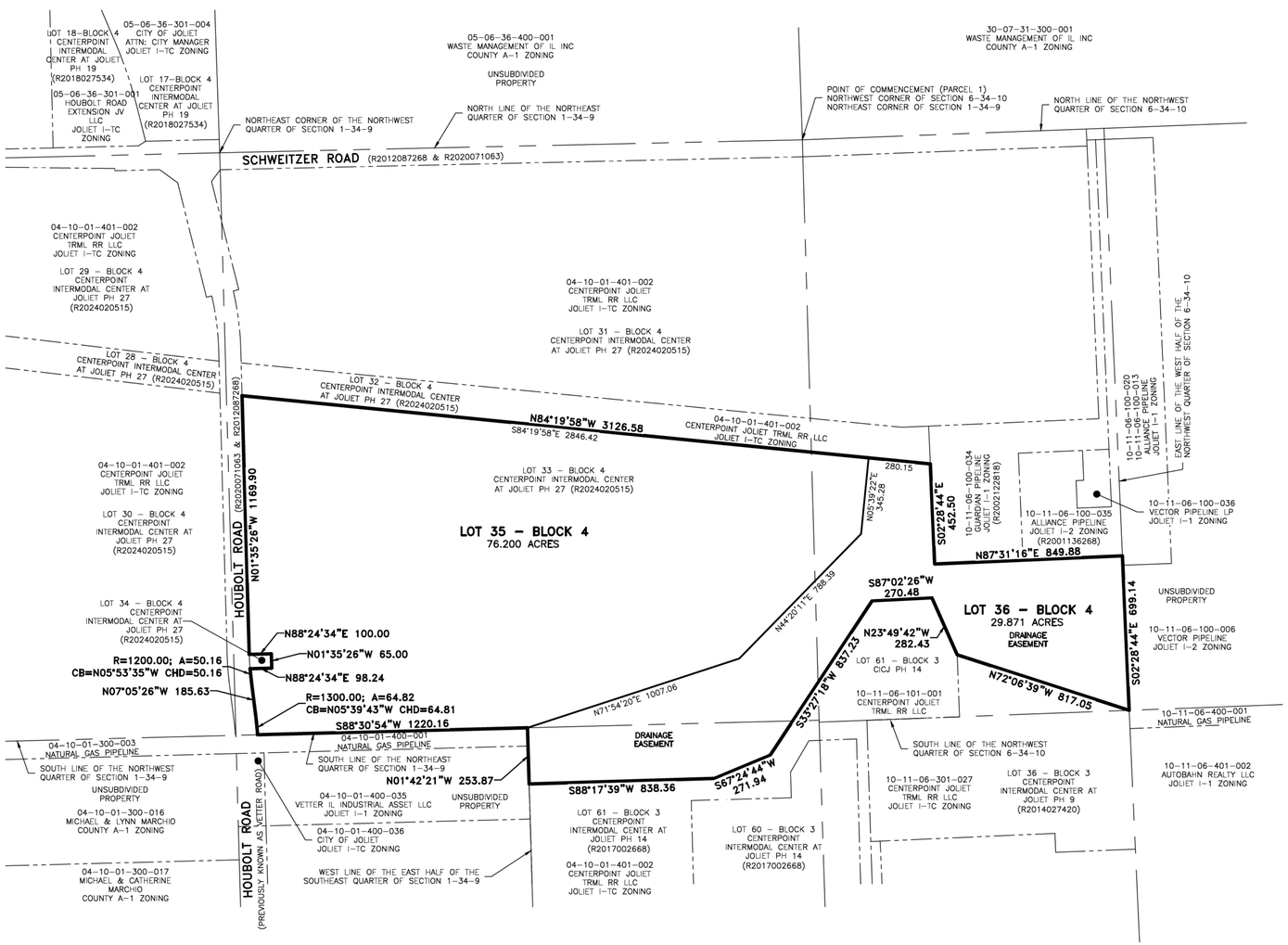
CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-NINE (106.071 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 35 – BLOCK 4	76.200 ACRES (73.740 AC CHANNAHON TWP.) (2.460 AC JACKSON TWP.)
LOT 36 – BLOCK 4	29.871 ACRES (12.897 AC CHANNAHON TWP.) (16.974 AC JACKSON TWP.)

P.I.N.
04-10-01-201-003
10-11-06-101-004

COMMON ADDRESS:
3500 HOUBOLT ROAD
JOLIET, IL 60436

300 0 300 600 900

Scale: 1" = 300'



GENERAL NOTES:

1. THE BASIS OF BEARING AND MEASUREMENT FOR THE PLAT, SHOWN HEREON, IS THE STATE PLANE OF ILLINOIS, ZONE EAST (NAD83), GRID COORDINATES, DERIVED FROM RTK TRIMBLENOW GEODETIC OBSERVATIONS AND IS ALSO MATCHES THE RECORD BEARINGS OF CENTERPOINT INTERMODAL CENTER AT JOLIET SUBDIVISION PHASE NINETEEN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2018, AS DOCUMENT NUMBER R2018027534.
2. THE EXISTING IMPROVEMENTS AND TOPOGRAPHY, DEPICTED HEREON, ARE BASED ON DATA COLLECTED BY CEMCON LTD. AND GEOTECH, INC. BETWEEN 2017 AND 2025.
3. P.U.&D.E. = DENOTES PUBLIC UTILITY & DRAINAGE EASEMENT.
4. SWM = DENOTES STORM WATER MANAGEMENT.
5. THE PROPERTY IS CURRENTLY ZONED CITY OF JOLIET I–TC ZONING DISTRICT.
6. THE PROPOSED DEVELOPMENT WITHIN THIS PRELIMINARY PLAT WILL CONFORM TO THE BUILDING SETBACKS AND LANDSCAPE REQUIREMENTS FOR THE CITY OF JOLIET I–T ZONING DISTRICT REQUIREMENTS AND THE ANNEXATION AGREEMENT FOR THIS DEVELOPMENT.
7. PORTIONS OF THE PROPOSED SUBDIVISION ARE SITUATED WITHIN A SPECIAL FLOOD HAZARD AREAS, ACCORDING TO THE FLOOD STUDY PREPARED BY CEMCON. THE FLOODPLAIN SHOWN IS ZONE AE. THE FLOOD STUDY WILL BE SUBMITTED TO JOLIET FOR THEIR REVIEW AND APPROVAL.
8. THE FLOOD STUDY PREPARED BY CEMCON, SHOWS FLOODWAY WITHIN THE LIMITS OF PROPOSED LOT 36 – BLOCK 4.
9. MAINTENANCE OF THE STORM WATER MANAGEMENT FACILITIES AND EASEMENTS SHALL INCLUDE: BANK STABILIZATION, BANK MAINTENANCE, FUTURE SEDIMENT REMOVAL OR DREDGING, STABILIZATION OF WATER LEVELS, OUTFALL STRUCTURES AND STORM SEWER PIPES WITHIN THE DETENTION EASEMENT.
10. STORM WATER DETENTION WILL BE PROVIDED FOR THE DEVELOPED AREAS IN ACCORDANCE WITH THE WILL COUNTY STORM WATER ORDINANCE. IN CERTAIN CASES, REGIONAL DETENTION BASINS WILL BE UTILIZED WHICH WILL EVENTUALLY BE MAINTAINED BY THE LESSEE OR OWNER OF LOT 35 – BLOCK 4. SEEDING AND EROSION CONTROL WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF JOLIET ZONING ORDINANCE.
11. LOT 36 – BLOCK 4 CONTAINS AREAS OF FLOODPLAIN AND WETLANDS AND WILL BE CONVEYED TO AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. THE ENTIRE L

PRELIMINARY PLAT OF

CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-EIGHT

EXISTING PARCEL AREA TABLE	
PARCEL NUMBER	AREA (ACRES)
LOT 33 (JACKSON TWP.) LOT 33 (CHANNAHON TWP.)	19.436 ACRES 86.635 ACRES
TOTAL SUBDIVISION	106.071 ACRES

CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-NINE (106.071 ACRES)	
LOT NUMBER	LOT AREA (ACRES)
LOT 35 – BLOCK 4	76.200 ACRES (73.740 AC CHANNAHON TWP.) (2.460 AC JACKSON TWP.)
LOT 36 – BLOCK 4	29.871 ACRES (12.897 AC CHANNAHON TWP.) (16.974 AC JACKSON TWP.)

BENCHMARK:
REFERENCE MARK: WILL COUNTY CONTROL STATION 716,
NGS 3-D MARKER
ELEVATION = 542.82 (NAVD88-GEOID12B)

LEGEND

EXISTING		PROPOSED
——>	STORM SEWER	——>
—)	SANITARY SEWER	—)
WM	WATER MAIN	WM
FM	FORCE MAIN	FM
	FIRE HYDRANT	
	VALVE BOX	
	STORM SEWER MANHOLE	
	CATCH BASIN	
	INLET	
	FLARED END SECTION	
	SANITARY SEWER MANHOLE	
	STREET LIGHT	
	OVERLAND FLOOD ROUTE	

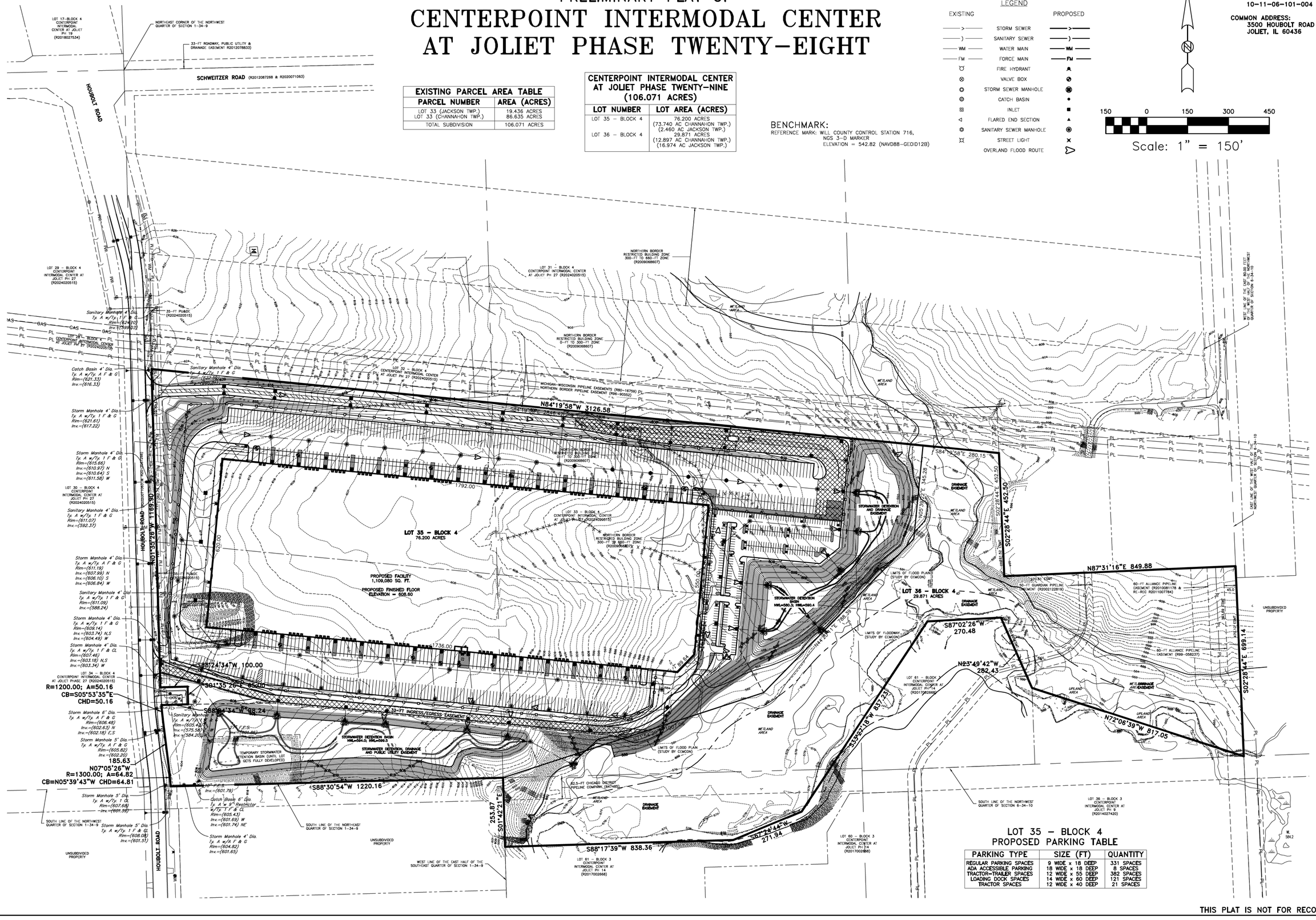
N

150 0 150 300 450

Scale: 1" = 150'

P.I.N.
04-10-01-201-003
10-11-06-101-004

COMMON ADDRESS:
3500 HOUBOLT ROAD
JOLIET, IL 60436



LOT 35 – BLOCK 4
PROPOSED PARKING TABLE

PARKING TYPE	SIZE (FT)	QUANTITY
REGULAR PARKING SPACES	9 WIDE x 18 DEEP	331 SPACES
ADA ACCESSIBLE PARKING	18 WIDE x 18 DEEP	8 SPACES
TRACTOR–TRAILER SPACES	12 WIDE x 55 DEEP	382 SPACES
LOADING DOCK SPACES	14 WIDE x 60 DEEP	121 SPACES
TRACTOR SPACES	12 WIDE x 40 DEEP	21 SPACES

THIS PLAT IS NOT FOR RECORD

DATE	BY	REVISION
12.23.2025	CP	REVISED PER JOLIET REVIEW
12.05.2025	CP	REVISED PER JOLIET REVIEW

PRELIMINARY PLAT
PHASE TWENTY-EIGHT

DRAWN BY: CP JOB # GJN17565
CHECKED BY: CP/CT DATE: 10/29/2025

CENTERPOINT INTERMODAL CENTER AT JOLIET

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

2

GJN17565

2/99

CASE NO. _____
DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR APPROVAL OF (Check One):

__✗__ **Preliminary Plat**
_____ **Final Plat**
_____ **Recording Plat**

NAME OF SUBDIVISION: CenterPoint Intermodal Center at Joliet Phase Twenty-Nine
NAME OF PETITIONER: CenterPoint Joliet Railroad Terminal LLC :
CELL # _____ **E-MAIL:** [redacted]
HOME ADDRESS: n/a
CITY, STATE, ZIP: n/a
HOME PHONE: n/a
BUSINESS ADDRESS: 1808 Swift Drive
CITY, STATE, ZIP: Oak Brook, IL 60523-1501
BUSINESS PHONE: [redacted]

INTEREST OF PETITIONER: Owner's Representative
NAME OF LOCAL AGENT: Mr. Carmine Bottigliero
ADDRESS: see above PHONE: see above

OWNER: see Petitioner
HOME ADDRESS: n/a PHONE: n/a
CITY, STATE, ZIP: n/a
BUSINESS ADDRESS: see above PHONE: see above
CITY, STATE, ZIP: see above
CELL #: n/a **E-MAIL:** see above

ENGINEER: Cemcon c/o Mr. Matt Worline PE
ADDRESS: 2280 White Oak Circle, Ste 100, Aurora, IL 60502 PHONE: [redacted]0
LAND SURVEYOR: Geotech, Inc. c/o Mr. Chris Papesh PLS
ADDRESS: 1207 Cedarwood Drive, Crest Hill, IL 60403 PHONE: [redacted]
ATTORNEY: Spesia & Taylor Attorneys at Law c/o Christian Spesia
ADDRESS: 1415 Black Road, Joliet, IL 60435 PHONE: [redacted]
LEGAL DESCRIPTION OF PROPERTY: See Attached Exhibit 'A'

COMMON ADDRESS: 3500 Houbolt Road, Joliet, IL 60436
PERMANENT INDEX NUMBER (Tax No.): 04-10-01-201-003 and 10-11-06-101-004
SIZE: 106.071 acres more or less
NO. OF LOTS: 2
PRESENT USE: Industrial Warehouse EXISTING ZONING: I-TC
USES OF SURROUNDING PROPERTIES: North: Vacant Industrial
South: Vacant Industrial
East: Vacant Industrial
West: Vacant Industrial

Name of Park District: n/a
Date Contacted Park District: _____
Is any open space/park site being offered as part of a preliminary plat? _____
If yes, what amount? _____
(Acknowledgment by Park District Official) _____

Has the Zoning Board of Appeals granted any variance, exception, or special permit concerning this property? No If yes, list the Case No. and Name: _____

Is any variance from the Subdivision Regulations being requested? No
If yes, describe: _____
Owners of land 300 feet adjacent or opposite the proposed subdivision: See Exhibit 'B'

Attach eighteen (18) copies of the plat to this petition.

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations) by permanent index numbers: See Exhibit 'B'

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Will County Recorder of Deeds office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

In the event the property is held in trust: A list of all individual beneficial owners of the trust must be attached.

In the event of corporate ownership: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any shares of stock must be attached.

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, [redacted], hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true. I agree to be present in person or by representation when this is heard by the Plan Commission.

Date: 11-6-25 CARMINE BOTTIGLIERO
Petitioner's Name

Subscribed and sworn to before me this 6 day of November, 20 25

[redacted]
Notary Public

My Commission Expires: 1/28/26

OFFICIAL SEAL
JORDAN E FRIEDMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 1/28/2026

EXHIBIT “A”
CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE 29
LEGAL DESCRIPTION

LOT 33 - BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE TWENTY-SEVEN, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND ALSO THAT PART OF SECTION 1, IN TOWNSHIP 34 NORTH, RANGE 9 EAST, ALL OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 2024, AS DOCUMENT NUMBER R2024020515; IN WILL COUNTY, ILLINOIS. Containing 106.071 acres more or less.

ADJOINING OWNERS
CENTERPOINT INTERMODAL CENTER
AT JOLIET NORTHWEST AMENDMENT
(PHASE TWENTY-NINE)
EXHIBIT 'B'

PIN	NAME COLUMN 1	NAME COLUMN 2	ADDRESS	CITY	STATE	ZIP
06-36-200-002	WASTE MANAGEMENT OF IL INC		PO BOX 1450	CHICAGO	IL	60690
06-36-300-002	WASTE MANAGEMENT OF IL INC		PO BOX 1450	CHICAGO	IL	60690
06-36-301-001	HOUBOLT ROAD EXTENSION JV LLC		1808 SWIFT DR	OAK BROOK	IL	60523
06-36-301-005	2903 SCHWEITZER RD CNT-PR LLC	C/O CENTERPOINT PROP TR/S PURCELL	1808 SWIFT ROAD	OAK BROOK	IL	60523
06-36-301-003	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
07-31-300-001	WASTE MANAGEMENT OF IL INC		PO BOX 1450	CHICAGO	IL	60690
10-01-101-002	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
10-01-101-003	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
10-01-101-004	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
10-01-101-005	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
10-01-101-006	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
10-01-101-007	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
10-01-201-001	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
10-01-201-002	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
10-01-201-003	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
10-01-201-004	CITY OF JOLIET		150 W JEFFERSON STREET	JOLIET	IL	60435
10-01-300-002	NATURAL GAS PIPELINE	ATTN PROPERTY TAX DEPT	PO BOX 4372	HOUSTON	TX	77210
10-01-300-003	NATURAL GAS PIPELINE	ATTN PROPERTY TAX DEPT	PO BOX 4372	HOUSTON	TX	77210
10-01-300-004	NATURAL GAS PIPELINE	ATTN PROPERTY TAX DEPT	PO BOX 4372	HOUSTON	TX	77210
10-01-300-005	NATURAL GAS PIPELINE	ATTN PROPERTY TAX DEPT	PO BOX 4372	HOUSTON	TX	77210
10-01-300-013	WHIMSY JOLIET LLC		1901 S BUSSE ROAD	MOUNT PROSPECT	IL	60056
10-01-300-016	MICHAEL & LYNN MARCHIO		23550 VETTER ROAD	ELWOOD	IL	60421
10-01-300-017	MICHAEL & CATHERINE MARCHIO	TR HTJ-8160	19717 W SCHWEITZER ROAD	JOLIET	IL	60431
10-01-400-001	NATURAL GAS PIPELINE	ATTN PROPERTY TAX DEPT	PO BOX 4372	HOUSTON	TX	77210
10-01-400-002	NATURAL GAS PIPELINE	ATTN PROPERTY TAX DEPT	PO BOX 4372	HOUSTON	TX	77210
10-01-400-017	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
10-01-400-018	US MMG PROPERTIES OF IL II LLC	ATTN RYAN TEMPLE	7901 WRENWOOD BLVD, STE C	BATON ROUGE	LA	70809
10-01-400-019	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
10-01-400-020	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
10-01-400-035	VETTER IL INDUSTRIAL ASSET LLC	C/O MAPLETREE US MGNT	5 BRYANT PARK, FL 28	NEW YORK	NY	10018
10-01-400-036	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
10-01-400-037	VETTER IL INDUSTRIAL ASSET LLC	C/O MAPLETREE US MGNT	5 BRYANT PARK, FL 28	NEW YORK	NY	10018
10-01-400-038	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
10-01-401-002	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
10-01-401-003	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
11-06-101-001	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
11-06-101-002	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
11-06-101-003	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
11-06-101-004	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523

ADJOINING OWNERS
CENTERPOINT INTERMODAL CENTER
AT JOLIET NORTHWEST AMENDMENT
(PHASE TWENTY-NINE)
EXHIBIT 'B'

PIN	NAME COLUMN 1	NAME COLUMN 2	ADDRESS	CITY	STATE	ZIP
11-06-100-006	VECTOR PIPELINE LP	ATR	10937 BLUE MAGNOLIA LN	PARRISH	FL	34219
11-06-100-013	VECTOR PIPELINE LP	ATR	10937 BLUE MAGNOLIA LN	PARRISH	FL	34219
11-06-100-020	VECTOR PIPELINE LP	ATR	10937 BLUE MAGNOLIA LN	PARRISH	FL	34219
11-06-100-024	SCOTT PAPENDICK		27W751 SWAN LAKE DRIVE	WHEATON	IL	60189
11-06-100-025	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
11-06-100-029	DVAF LLC		4660 STOCKDALE RD	MORRIS	IL	60450
11-06-100-030	MIDWEST GENERATION LLC	ATTN TAX DEPT	804 CARNEGIE CENTER	PRINCETON	NJ	8540
11-06-100-034	GUARDIAN PIPELINE LLC	TAX 14-5	PO BOX 871	TULSA	OK	74102
11-06-100-035	ALLIANCE PIPELINE LP	C/O PEMBINA PIPELINE/TAX DEPT	4000 585 8TH AVE SW	CALAGARY	CA	
11-06-100-036	VECTOR PIPELINE LP	ATR	10937 BLUE MAGNOLIA LN	PARRISH	FL	34219
11-06-100-037	CENTERPOINT JOLIET TRML RR LLC		1808 SWIFT ROAD	OAK BROOK	IL	60523
11-06-100-038	DVAF LLC		10465 N BELL ROAD	MINOOKA	IL	60447
11-06-100-039	ANR PIPELINE CO		PO BOX 2168	HOUSTON	TX	77252
11-06-101-001	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
11-06-101-001	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
11-06-201-003	AUTOBAHN REALTY LLC		3795 CENTERPOINT WAY	JOLIET	IL	60436
11-06-300-006	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
11-06-301-010	AUTOBAHN REALTY LLC		3795 CENTERPOINT WAY	JOLIET	IL	60436
11-06-301-027	INTERMODAL CNTR-JOLIET PROP	CENTERPOINT PROP/S PURCELL	1808 SWIFT DR	OAK BROOK	IL	60523
11-06-301-028	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
11-06-301-029	INTERMODAL CNTR-JOLIET PROP		1808 SWIFT DR	OAK BROOK	IL	60523
11-06-301-030	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
11-06-301-036	CENTERPOINT JOLIET TRML RR, LLC		1808 SWIFT DR	OAK BROOK	IL	60523
11-06-400-001	NATURAL GAS PIPELINE	ATTN PROPERTY TAX DEPT	PO BOX 4372	HOUSTON	TX	77210
11-06-401-002	AUTOBAHN REALTY LLC		3795 CENTERPOINT WAY	JOLIET	IL	60436
11-06-401-015	AUTOBAHN REALTY LLC		3795 CENTERPOINT WAY	JOLIET	IL	60436

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. *INFORMATION ABOUT THE APPLICATION*

This form is submitted as part of an application for the following (check all that apply):

- ☐ Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- ☒ Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- ☐ Building Permit (Complete Sections II and III)
- ☐ Business License (Complete All Sections)

II. *INFORMATION ABOUT THE PROPERTY*

The address and PIN(s) of the real property associated with this application are:

3500 Houbolt Road, Joliet, Illinois 60436

PIN(s): 04-10-01-201-003 and 10-11-06-101-004

III. *PROPERTY OWNERSHIP*

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☒	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

CenterPoint Properties Trust, a Maryland Real Estate Investment Trust

1808 Swift Drive, Oak Brook, IL 60523-1007

100% member of CenterPoint Joliet Terminal Railroad LLC

E-MAIL:_____ **FAX**:_____

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

_____

_____

_____

_____

E-MAIL:_____ **FAX:**_____

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED: [redacted]

DATE: 11/6/2025

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

Christian G. Spesia, Attorney

[redacted]

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, January 15, 2026

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
Mike Eulitz
John Kella
Wendell Martin
Roberto Perez
Debbie Radakovich
Brigette Roehr
Michael F. Turk

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

CALL TO ORDER

ROLL CALL

Present Jason Cox, Jeff Crompton, Mike Eulitz, John Kella, Debbie Radakovich, Brigette Roehr and Michael F. Turk

Absent Wendell Martin and Roberto Perez

APPROVAL OF MINUTES

Plan Commission Meeting Minutes 11-20-25 **TMP-9312**

Attachments: Plan Commission Meeting Minutes 11-20-25.pdf

A motion was made by Debbie Radakovich, seconded by Mike Eulitz, to approve Plan Commission Meeting Minutes 11-20-25. The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

OLD BUSINESS: PUBLIC HEARING

None

OLD BUSINESS

None

NEW BUSINESS: PUBLIC HEARING

PUD-1-26: Amendment to the Final Planned Unit Development of Prairie Landing Subdivision (Ordinance #18739) to Allow Additional House Plans. (2200 Essington Road) (PIN # 06-03-36-100-033-0000) (COUNCIL DISTRICT #1) **TMP-9314**

Attachments: PUD-1-26 (Prairie Landing house plans) Staff Report Packet.pdf
Ordinance 18739 Final PUD of Prairie Landing Subdivision.pdf

Planning Director Jayne Bernhard read the staff report into the record. Steve Bauer with D.R. Horton appeared on behalf of the petition and, in response to Commissioner Kella's question, stated that home prices would range from the low $400s to high $400s. Three members of the public provided comments, which Mr. Bauer addressed regarding home prices, detention area, and the

absence of a berm.

A motion was made by Jeff Crompton, seconded by Debbie Radakovich, to approve PUD-1-26: Amendment to the Final Planned Unit Development of Prairie Landing Subdivision (Ordinance #18739) to Allow Additional House Plans. (2200 Essington Road) (PIN # 06-03-36-100-033-0000) (COUNCIL DISTRICT #1). The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

P-1-26: Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision. (3500 Houbolt Road) (PIN #'s 04-10-01-201-003-0000 and 10-11-06-101-004-0000) (COUNCIL DISTRICT #5) **TMP-9315**

Attachments: P-1-26 (CICJ Phase 28) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Jacob Gancarczy with Spesia Taylor and Brendan Durkin with CenterPoint Properties appeared on behalf of the petition. In response to Commissioner Cox's question, Mr. Durkin stated that the building under construction was being developed by Maple Tree Properties and was located at 3600 Houbolt Road. No members of the public spoke in favor of or in opposition to the petition.

A motion was made by Jeff Crompton, seconded by Jason Cox, to approve P-1-26: Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision. (3500 Houbolt Road) (PIN #'s 04-10-01-201-003-0000 and 10-11-06-101-004-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

NEW BUSINESS

None

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Joliet Comprehensive Plan – Status Update **TMP-9320**

Ms. Bernhard provided a status update on the Comprehensive Plan, including project goals, timeline, Existing Conditions Report, community engagement efforts and feedback, and upcoming workshops, including Community Workshop #2 on February 26 at the Joliet Public Library Ottawa Branch. In response to Commissioner Radakovich's question, Ms. Bernhard addressed attendance at the topic area workshops.

Interstate 80 Des Plaines River Bridge Community Plan – Status Update TMP-9321

Ms. Bernhard reviewed progress on the I-80 Des Plaines River Bridge Community Plan, including community workshops, the project timeline, community feedback, and shared-use path alignment concepts. In response to Commissioner Radakovich's question, Ms. Bernhard explained that the State of Illinois acquired all the property needed to initiate the construction of the new Interstate 80 bridge over the Des Plaines River.

Downtown Joliet Equitable Transit Oriented Development Plan – Status Update TMP-9322

Ms. Bernhard reported that the City received Regional Transportation Authority funding to update downtown zoning and that the project is kicking off with a consultant meeting scheduled for late January.

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Jason Cox, seconded by Debbie Radakovich, to approve adjournment. The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

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

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 108-26

File ID: 108-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: **Final Action:**

Title: Ordinances Associated with CenterPoint Intermodal Center at Joliet Phase Twenty-Eight:

Ordinance Approving the Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision (P-1-26)

Ordinance Approving the Recording Plat of CenterPoint Intermodal Center at Joliet Phase Twenty-Eight, a Minor Subdivision (RP-1-26)

Agenda Date: 02/03/2026

Attachments: Ordinance - Preliminary Plat CICJ Phase 28.docx, Preliminary Plat - CICJ Phase 28_Redacted.pdf, Ordinance - Recording Plat CICJ Phase 28.docx, Recording Plat - CICJ Phase 28.pdf, Plan Commission Staff Report Packet P-1-26.pdf, Plan Commission Minutes 01-15-26.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/30/2026	Dustin Anderson	Approve	1/26/2026
1	2	1/30/2026	Todd Lenzie	Approve	2/3/2026
1	3	1/30/2026	Beth Beatty	Approve	2/3/2026

Memo

File #: 109-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinance Approving a Special Use Permit to Allow a Truck Maintenance Facility, Located at 3501 Channahon Road (ZBA 2026-02)

BACKGROUND:
The petitioner and property owner, IFH Properties LLC, is requesting a Special Use Permit to allow a truck maintenance facility in the I-1 (light industrial) district at 3501 Channahon Road. The proposed development would contain an office and maintenance building with associated truck and trailer parking for the owner's freight carrier business, Interstate Freights LLC. Interstate Freights is an over-the-road truck carrier that currently maintains an office in Naperville and a truck parking location in Summit, Illinois. The petitioner would like to consolidate their operations at the subject site to serve their fleet of around 50 trucks, which are primarily out on the road and would use this location for maintenance as needed. The petitioner estimates that there will be around four truck trips to and from the site per day most days of the week, with around seven trips per day on Fridays. Proposed hours of operation are 7 AM to 5 PM Monday through Friday. The location would initially have around five employees with the potential for up to ten employees.

The 4.7-acre subject site is zoned I-1 (light industrial) and located on U.S Route 6 across from the Ketone industrial park, which is zoned I-2 (general industrial). The west and north sides of the subject site are adjacent to Will County Forest Preserve property. The east side of the site is adjacent to a residential use within unincorporated Will County, zoned County R-2 (single-family residence). The subject site currently contains a vacant commercial building that was occupied by a bar and restaurant business for many years until the fall of 2021. The site has not been redeveloped or occupied by any use since the former business closed. The current owner purchased the property in June 2025.

The proposed site plan contains a 24,300-square-foot building, with around 18,000 square feet for the mechanic bays and associated storage and a 6,300-square-foot office area. Around ten employee parking spaces would be located at the southwest corner of the site next to the building. The remainder of the site would contain a parking area with around 61 trailer stalls. The development would be accessed by one driveway off Channahon Road near the west end of the site. The existing billboard will be removed. The site plan notes that stormwater detention will be provided underground.

The petitioner has submitted a preliminary landscape plan that meets the City's landscape and screening requirements. There would be a 30-foot landscape area with a berm along most of the property frontage, adjacent to the trailer parking area. The east side of the site, which is adjacent to a

residential property in unincorporated Will County, will have the required minimum 15-foot landscape area with a berm as well as an 8-foot solid fence along the property line. The edge of the parking area will be over 30 feet from the east property line. The west and north sides of the site adjacent to the Forest Preserve will have the required 5-foot landscape areas. The north and south sides of the parking area will be enclosed by a 6-foot black vinyl chain link fence.

The proposed site plan and proposed business operations adhere to requirements set forth in the annexation agreement for this property, which include: berming and landscaping adjacent to the residential parcel to the east; removal of the east-most curb-cut onto Route 6; and prohibition on the outdoor storage of cargo containers and vehicle chassis. The development will be required to comply with the City's Zoning Ordinance requirements, including but not limited to the landscape and screening regulations, the non-residential design standards, and the parking standards. The trailer parking stalls will be subject to the payment in lieu of taxes (PILOT) program per the terms of the approved ordinance for truck parking facilities. The site will be required to connect to City water and sewer at the time of development. Water and sewer connection fees and development impact fees will be required. All public improvements will be required per the Subdivision Regulations and the requirements of the Public Works and Public Utilities Departments.

ZONING BOARD OF APPEALS PUBLIC HEARING:
The Zoning Board of Appeals held a public hearing on this matter on January 15, 2026. Heather Glockler with Castle Law, attorney for the petitioner, and Gary Dillman, broker, represented the petition. Two people spoke in opposition to the petition. Meeting minutes are attached.

RECOMMENDATION OF THE ZONING BOARD OF APPEALS:
Ralph Bias moved that the Zoning Board of Appeals recommend approval of the Special Use Permit to allow a truck maintenance facility, located at 3501 Channahon Road, subject to the following conditions:

1. That a landscape plan that meets City Ordinance shall be submitted as part of the building permit plan set and landscaping per the approved plan shall be installed prior to the issuance of a Certificate of Occupancy;

2. That all public improvements as required by the Department of Public Works shall be installed prior to the issuance of a Certificate of Occupancy;

3. That the property shall be enrolled in the Payment In Lieu Of Taxes (PILOT) program as per the terms of the PILOT Program Ordinance;

4. That the Special Use granted shall herein terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained; and

5. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.

Jesse Stiff seconded the motion, which passed with seven (7) aye votes and no nay votes. Voting aye were: Bias, Hennessy, Nachtrieb, Radakovich, Roehr, McGrath Schmig, and Stiff. Voting nay were: none. Absent were: none.

RECOMMENDATION:
Staff concurs with the recommendation of the Zoning Board of Appeals and recommends that the Mayor and City Council adopt the following, subject to the same conditions approved by the Zoning Board of Appeals above:

1. Ordinance Approving a Special Use Permit to Allow a Truck Maintenance Facility, Located at 3501 Channahon Road

ORDINANCE NO._____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
(3501 Channahon Road)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: A Special Use Permit is hereby authorized pursuant to Section 47-5.2 of the Zoning Ordinance of the City of Joliet, Ordinance No. 5285, as amended and ratified, to allow the specific use identified in Exhibit A on the real property described in Exhibit A and subject to the conditions set forth in Exhibit A. The Special Use Permit is authorized subject to the terms and conditions of all applicable federal, state, and local laws, ordinances, and regulations. The zoning classification of the subject property for which this Special Use Permit is authorized remains the same and is not changed in any way by the passage of this Ordinance. This Ordinance shall be strictly construed to prohibit any use not specifically authorized herein or otherwise allowed by the Zoning Ordinance of the City of Joliet. Noncompliance with the mandatory conditions set forth in this Ordinance shall subject the Special Use to repeal. The City Manager is hereby authorized to take such action as may be necessary for the City to comply with the terms thereof.

SECTION 2: The findings of fact and recommendation of the Zoning Board of Appeals on the granting of this Special Use are hereby adopted and made a part of this Ordinance.

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

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

PASSED this ___ day of _____, 2026

_____	_____
MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PIN: 05-06-26-400-018-0000
ADDRESS: 3501 Channahon Road
ZBA APPROVED: Yes
PETITION #: 2026-02

PREPARED BY: Helen Miller, Planner, City of Joliet, 150 West Jefferson Street, Joliet IL 60432
MAIL TO: City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432

EXHIBIT A

SPECIAL USE PERMIT FOR: 3501 Channahon Road

1. **LEGAL DESCRIPTION OF PROPERTY:**

   THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

   COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SOUTHEAST 1/4; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 731.94 FEET, ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4, TO THE CENTER LINE OF U.S. HIGHWAY ROUTE 6; THENCE NORTH 47 DEGREES 07 MINUTES 00 SECONDS EAST 142.90 FEET ALONG THE SAID CENTERLINE OF U.S. HIGHWAY ROUTE 6, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 47 DEGREES 07 MINUTES 00 SECONDS EAST 609.50 FEET, ALONG SAID CENTER LINE OF U.S. HIGHWAY ROUTE 6; THENCE NORTH 62 DEGREES 42 MINUTES 48 SECONDS WEST 431.59 FEET; THENCE SOUTH 47 DEGREES 07 MINUTES 00 SECONDS WEST 463.09 FEET, PARALLEL TO THE SAID CENTER LINE OF U.S. HIGHWAY ROUTE 6; THENCE SOUTH 42 DEGREES 53 MINUTES 00 SECONDS EAST 406.00 FEET, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION CASE 0IED32 IN FAVOR OF THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, IN WILL COUNTY, ILLINOIS.

   PIN: 05-06-26-400-018-0000

2. **SPECIFIC USE TO BE ALLOWED ON SUBJECT PROPERTY:**

   A Special Use Permit to allow a truck maintenance facility

3. **MANDATORY CONDITIONS IMPOSED UPON USE OF SUBJECT PROPERTY:**

   1. That a landscape plan that meets City Ordinance shall be submitted as part of the building permit plan set and landscaping per the approved plan shall be installed prior to the issuance of a Certificate of Occupancy;

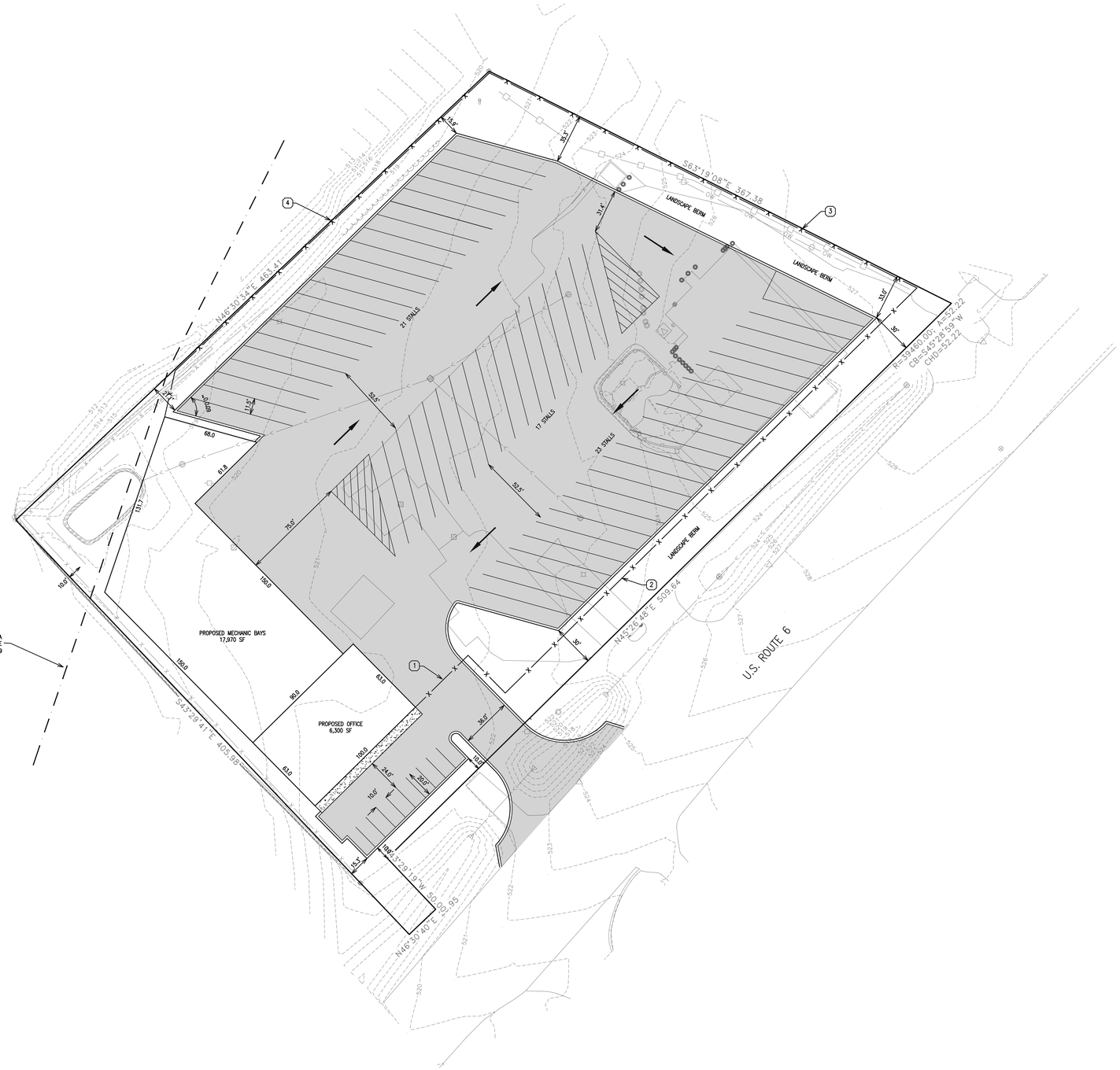
   2. That all public improvements as required by the Department of Public Works shall be installed prior to the issuance of a Certificate of Occupancy;

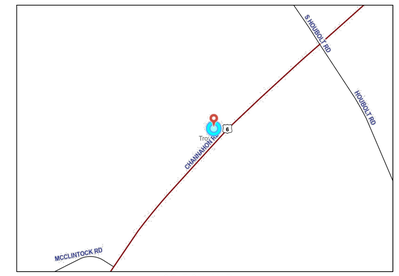
   3. That the property shall be enrolled in the Payment In Lieu Of Taxes (PILOT) program as per the terms of the PILOT Program Ordinance;

   4. That the Special Use granted shall herein terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an

intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained; and

5. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.





LOCATION MAP

PART OF SE QUARTER OF SECTION 25-35-9

PROPERTY IDENTIFICATION NUMBER: 05-06-26-400-018

PROPERTY ADDRESS: 3501 CHANNAHON RD
JOLIET, IL 60436

CLIENT: OCTAVIAN GHERCIU
INTERSTATE FREIGHTS LLC
3380 LACROSSE LANE, SUITE 115
NAPERVILLE, IL 60564

SITE DATA TABLE

SITE AREA:	186,145 SF
BUILDING AREA:	24,270 SF
PAVEMENT AREA:	117,180 SF
PARKING PROVIDED:	
CAR:	10
TRAILER:	61

NOTES:

1. CONCEPT PLAN FOR GENERAL REFERENCE AND MAY BE SUBJECT TO CHANGE DURING FINAL ENGINEERING.
2. DETENTION SHALL BE PROVIDED UNDERGROUND AND SHALL BE DESIGNED DURING FINAL ENGINEERING.
3. LANDSCAPING SHALL BE PROVIDED PER THE CITY OF JOLIET LANDSCAPE ORDINANCE.
4. FINAL ENGINEERING PLANS, LANDSCAPE PLANS, AND ARCHITECTURAL PLANS WILL BE REQUIRED TO BE SUBMITTED FOR REVIEW AS PART OF THE BUILDING AND SITE DEVELOPMENT PERMIT APPROVAL PROCESS.

(f) CONSTRUCTION NOTES:

1. 6' BLACK VINYL CHAIN LINK FENCE WITH GATE AT ENTRANCE
2. 6' BLACK VINYL CHAIN LINK FENCE ACROSS SOUTH PROPERTY LINE
3. 8' VINYL PRIVACY FENCE ALONG EAST PROPERTY LINE
4. 6' BLACK VINYL CHAIN LINK FENCE ACROSS SOUTH PROPERTY LINE

NO.	DATE	REVISION
1	10.1.25	INITIAL CONCEPT PLAN
2	10.13.25	ADD BUILDING DIMENSIONS
3	11.26.25	ADD FENCE, CITY COMMENTS

PROPOSED TRUCKING STATION
3501 CHANNHON ROAD
JOLIET, WILL COUNTY, IL

CONCEPT PLAN

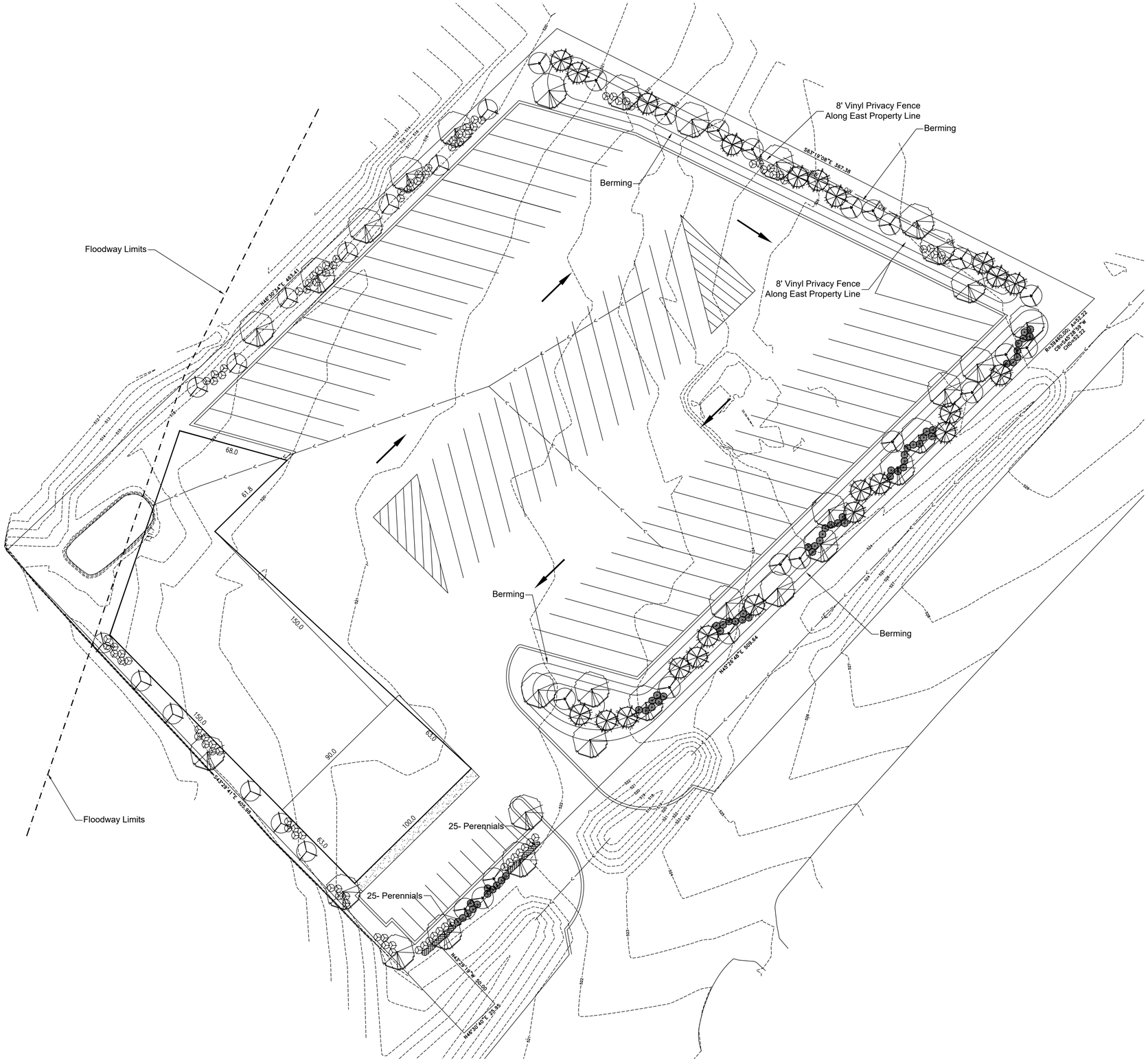
GEOTECH INC.
CONSULTING ENGINEERS – LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT NO. 21909
DATE: 6.30.25
DRAWN BY: TC
CHECKED BY: CP

SHEET NO. 1

P:\Projects\GEN\21909\Engineering\DWG\Concepts\21909 Concept 3.dwg
PlotDate: 11/26/2025 11:49 AM , Layout: CONCEPT PLAN

CAUTION: IF THIS SHEET IS NOT 24"x36", THEN IT IS NOT AT THE SCALE INDICATED.



LEGEND

- DECIDUOUS SHADE TREE - 2.0"
- ORNAMENTAL TREE - 6'BBClump/2"BB
- EVERGREEN TREE - 6'BB
- LARGE DECIDUOUS SHRUB- 5 Gal/24" Min.
- EVERGREEN SHRUBS - 5 Gal.
- DWARF DECIDUOUS SHRUB- 3 Gal/24" Min.
- PERENNIALS & ORNAMENTAL GRASSES- 1 Gal./1 Qt.

LANDSCAPE CALCULATIONS:

Route 6 Storage Frontage r(30' Wide): 425 LF

Requirement: 30' Wide Buffer, 5- Evergreen or Ornamental Trees, 3- Shade Trees, 10- Shrubs/100 LF

Calculation: 22- Evergreen or Ornamental Trees, 13- Shade Trees & 43- Shrubs

Provided: 22- Evergreen or Ornamental Trees, 13- Shade Trees & 43- Shrubs

Route 6 Parking Frontage (10' Wide): 125 LF

Requirement: 10' Wide Buffer, 2- Evergreen or Ornamental Trees, 1- Shade Trees, 20- Shrubs & 40- Perennials/100 LF

Calculation: 3- Evergreen or Ornamental Trees, 2- Shade Trees, 25- Shrubs & 50- Perennials

Provided: 3- Evergreen or Ornamental Trees, 2- Shade Trees, 25- Shrubs & 50- Perennials

West Property Line Perimeter (5' Wide): 278 LF (Minus Floodway)

Requirement: 5' Wide Buffer, 2- Evergreen or Ornamental Trees + 1- Shade Trees + 10 Shrubs/100 LF

Calculation: 6- Evergreen or Ornamental Trees, 3- Shade Trees & 28 Shrubs

Provided: 6- Evergreen or Ornamental Trees, 3- Shade Trees & 28 Shrubs

North Property Line Perimeter (5' Wide): 317 LF (Minus Floodway)

Requirement: 5' Wide Buffer, 2- Evergreen or Ornamental Trees + 1- Shade Trees + 10 Shrubs/100 LF

Calculation: 7- Evergreen or Ornamental Trees, 5- Shade Trees & 32 Shrubs

Provided: 7- Evergreen or Ornamental Trees, 5- Shade Trees & 32 Shrubs

East Property Line Perimeter (15' Wide): 335 LF

Requirement: 15' Wide Buffer, 3- Evergreen Trees + 3- Ornamental Trees + 2- Shade Trees + 5- Shrubs/100 LF

Calculation: 10- Evergreen Trees + 10- Ornamental Trees + 7- Shade Trees + 17- Shrubs

Provided: 10- Evergreen Trees + 10- Ornamental Trees + 7- Shade Trees + 17- Shrubs

Notes:

1. For information pertaining to grading, utilities, easements, boundaries, etc., see Civil Engineering plan set.

2. Plant locations are preliminary in nature and may vary pending final grading, utilities, site geometry, etc.

3. Berming is representative only. Final berm locations and heights may vary pending final grading, utilities, site geometry, etc.

4. Privacy Fencing is representative only. Final fence location may vary pending final grading, utilities, site geometry, etc.

811 Know what's below. Call before you dig.

SCALE 1" = 30'
0 30 60

©2025 Heritage Oak Studios, LLC
The drawings, specifications, design ideas, and other information contained within as prepared by the Landscape Architect and/or Land Planner for this project are instruments of the Landscape Architect's and/or Land Planner's service, for use solely with respects to this project and, unless otherwise provided, the Landscape Architect and/or Land Planner shall be deemed the author of these documents and shall retain all common law, statutory, and other rights, including copyright. This drawing is not to be reproduced without the expressed written consent of Heritage Oak Studios, LLC

REVISIONS

TRUCKING FACILITY

3501 Channahon Road
Joliet, Illinois

STATE OF ILLINOIS
RONALD PLONKA
PRINCIPAL
157-000717
REGISTERED LANDSCAPE ARCHITECT

Expires: 2027-08-31

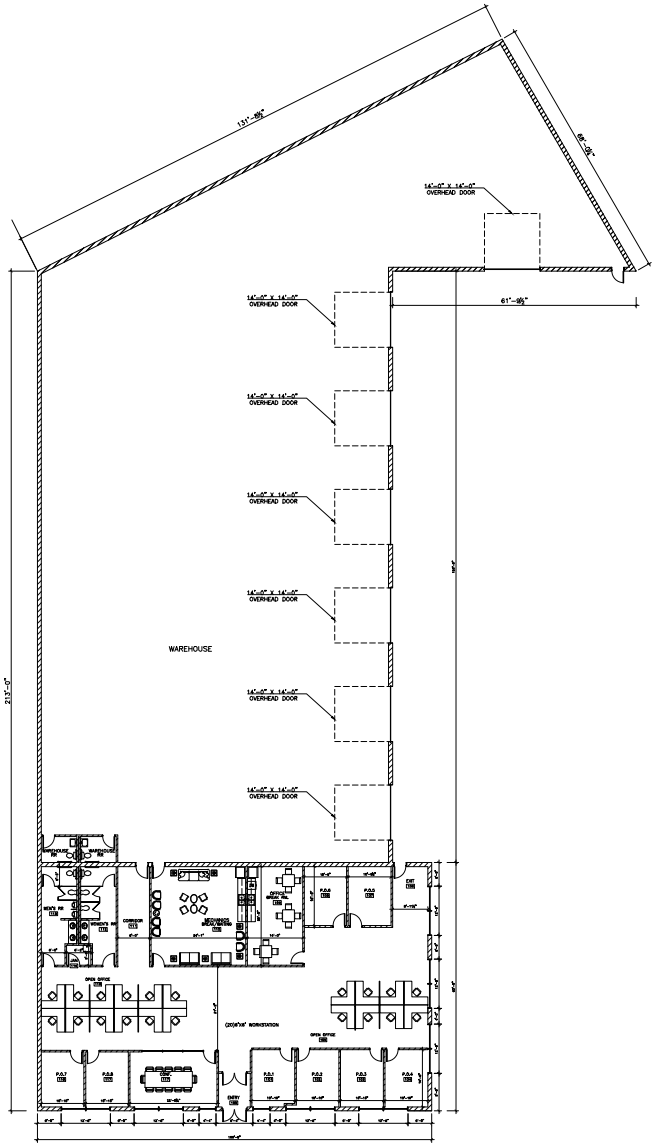
HERITAGE OAK STUDIOS, LLC
Landscape Architects
24301 White Oak Drive
Plainfield, IL 60585
PHONE: 815-531-4415

PRELIMINARY LANDSCAPE PLAN

DATE: 2025-12-03
SCALE: 1"=30'
PLANNER: RP
DRAWN BY: RP
CHECKED: _____

SHEET
L-1

PROJECT NO.: 3225 - 2472

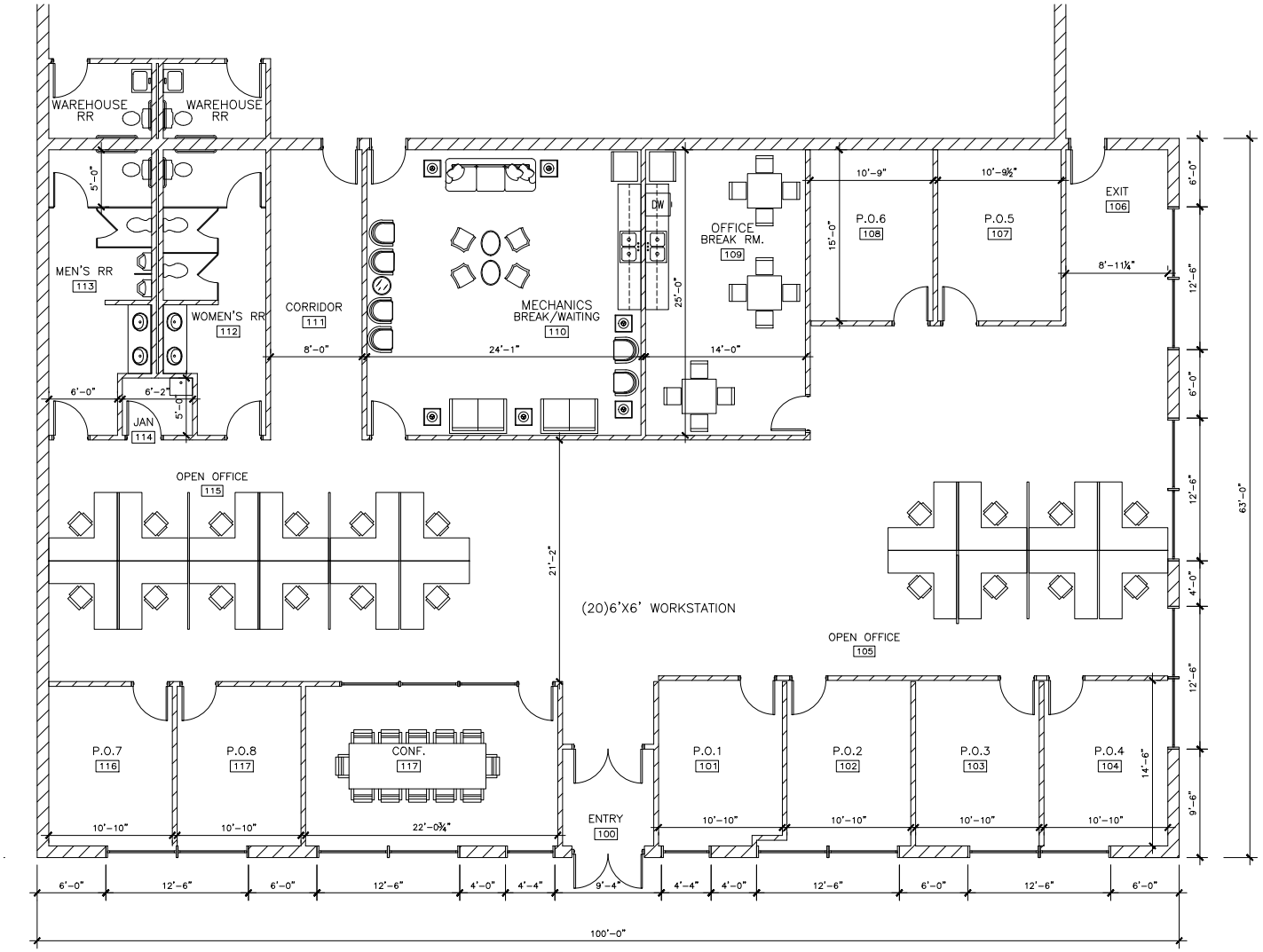


10/22/25

3501 Channahon Rd.
Joilet , Illinois 60436

IFH Properties, Inc.
Scheme A

DD MR
PLANNING



10/22/25

3501 Channahon Rd.
Joilet , Illinois 60436

IFH Properties, Inc.
Scheme A

DD MR PLANNING

3501

3501
3501

80.0'
+520.9
+520.6
+521.7
+521.3

3501

3501

STAFF REPORT

DATE:	January 5, 2026	
TO:	Zoning Board of Appeals	
FROM:	Helen Miller, Planner	
RE:	Petition Number:	2026-02
	Applicant:	IFH Properties, LLC (Octavian Gherciu)
	Status of Applicant:	Property and Business Owner
	Location:	3501 Channahon Road
	Request:	A Special Use Permit to allow a truck maintenance facility

---

Purpose

The applicant is requesting a Special Use Permit to allow a truck maintenance facility for their freight carrier company at 3501 Channahon Road. Per the City of Joliet Zoning Ordinance, carting, express, and hauling establishments may be allowed as special uses in the industrial zoning districts by the Mayor and City Council, with the advice of the Zoning Board of Appeals in accordance with Section 47-5.2.

Site Specific Information

The subject site is 4.7 acres and is zoned I-1 (light industrial). The site currently contains a vacant commercial building with surrounding parking that was occupied by a bar and restaurant business for many years until the fall of 2021. The site previously contained a residence and detached garage on the west side which were demolished in 2022. The site has not been redeveloped or occupied by any use in the last few years. The current owner purchased the property in June 2025.

The subject site was annexed in December 2011 and classified to the B-3 (general business) zoning district to allow the former bar and restaurant to have access to City fire and police services. The structure was not required to connect to City water and sewer at that time. The annexation agreement allowed the existing structures and uses to remain and prohibited the outdoor storage of cargo containers, semi-trailers, and vehicle chassis.

In September 2021, the City Council approved an ordinance to reclassify the site to the I-1 (light industrial) district. City Council also approved a corresponding amendment to the annexation agreement to allow the outdoor storage of semi-trailers in connection with an approved warehousing or similar permitted use in the I-1 district. The outdoor storage of cargo containers and vehicle chassis remains prohibited. Additional requirements from the amendment include: berming and landscaping adjacent to the residential parcel to the

east if truck parking were located on the east side of the site; removal of the east-most curb-cut onto Route 6 if truck parking were located on the east side of the site; and that the existing land uses be terminated at the time of construction of any industrial development.

In August 2022, City Council approved a preliminary and final plat of subdivision for 3501 Industrial - Joliet to create two lots for a proposed warehouse development that was similar to the concept plan approved with the 2021 annexation agreement amendment. A recording plat for the subdivision was never approved and those plats have since expired.

Surrounding Zoning, Land Use and Character

The zoning and land use for the properties immediately adjacent are as follows:

- North: County A-1 (agricultural), Forest Preserve
- South: City I-2 (general industrial), industrial
- East: County R-2 (single-family residence), residential
- West: County A-2 (agricultural), Forest Preserve

Applicable Regulations

- Section 47-14.2A (D) Special Uses – All Industrial Districts
- Section 47-5.2 (C) Criteria for issuance of a Special Use Permit (refer to attachment)

Discussion

The petitioner, IFH Properties LLC, is requesting a Special Use Permit to allow a maintenance facility with truck parking for their freight carrier business, Interstate Freights LLC. Interstate Freights is an over-the-road truck carrier that currently maintains an office in Naperville and a truck parking location in Summit, Illinois. They would like to consolidate their operations at the subject site by constructing an office and maintenance building with associated trailer parking. The site would serve a fleet of around 50 trucks that are primarily out on the road and would use this location for maintenance as needed. The petitioner estimates that there will be around four truck trips to and from the site per day most days of the week, with around seven trips per day on Fridays. Proposed hours of operation are 7 AM to 5 PM Monday through Friday. The location would initially have around five employees with the potential for up to ten employees.

The proposed site plan contains a 24,300-square-foot building, with around 18,000 square feet for the mechanic bays and associated storage and a 6,300-square-foot office area. Around ten employee parking spaces would be located at the southwest corner of the site next to the building. The remainder of the site would contain a parking area with around 61 trailer stalls. The development would be accessed by one driveway off

Channahon Road near the west end of the site. The existing billboard will be removed. The site plan notes that stormwater detention will be provided underground.

The petitioner has submitted a preliminary landscape plan that meets the City's landscape and screening requirements. There would be a 30-foot landscape area with a berm along most of the property frontage, adjacent to the trailer parking area. The east side of the site, which is adjacent to a residential property in unincorporated Will County, will have the required minimum 15-foot landscape area with a berm as well as an 8-foot solid fence along the property line. The edge of the parking area will be over 30 feet from the east property line. The west and north sides of the site, which are adjacent to the Forest Preserve property, will have the required 5-foot landscape areas. The north and south sides of the parking area will be enclosed by a 6-foot black vinyl chain link fence.

The development will be required to comply with the City's Zoning Ordinance requirements, including but not limited to the landscape and screening regulations, the non-residential design standards, and the parking standards. The trailer parking stalls will be subject to the payment in lieu of taxes (PILOT) program per the terms of the approved ordinance for truck parking facilities. The site will be required to connect to City water and sewer at the time of development. Water and sewer connection fees and development impact fees will be required. All public improvements will be required per the Subdivision Regulations and the requirements of the Public Works and Public Utilities Departments.

Recommended Action

Staff finds that the request meets the following special use criteria: the establishment and operation of the special use will not be detrimental to public health and safety nor will it impede the normal and orderly development and improvement of the surrounding property. Additionally, adequate access is provided, City utilities are available in the area, and the site will be required to provide adequate stormwater detention. The subject site is located along a major route and is across from an existing industrial subdivision with similar uses. The City zoned the property to the I-1 (light industrial) district in 2021 to allow uses such as warehouses, which typically contain trailer parking areas. While the proposed site plan has more trailer stalls than the concept plan from the 2021 annexation agreement amendment, each stall will be subject to a yearly fee per the Payment In Lieu of Taxes program. The proposed development is otherwise similar to the 2021 concept plan in terms of site layout.

The subject site is adjacent to an unincorporated residential use on the east side. The 2021 amendment to the annexation agreement required that any industrial development at the subject site include landscaping, a berm, and a solid fence along the east side as a buffer from the residential property. The proposed site plan includes these elements. Additionally, the amendment requires that the eastmost curb-cut onto Route 6 be eliminated if truck parking is located on the east side of the site. The petitioner has

eliminated the eastern driveway and proposes only one access point on the west side of the site.

Conditions

If the Zoning Board desires to approve the Special Use Permit to allow a truck maintenance facility, located at 3501 Channahon Road, the following conditions would be included:

1. That a landscape plan that meets City Ordinance shall be submitted as part of the building permit plan set and landscaping per the approved plan shall be installed prior to the issuance of a Certificate of Occupancy;

2. That all public improvements as required by the Department of Public Works shall be installed prior to the issuance of a Certificate of Occupancy;

3. That the property shall be enrolled in the Payment In Lieu Of Taxes (PILOT) program as per the terms of the PILOT Program Ordinance;

4. That the Special Use granted shall herein terminate and lapse unless a building permit or certificate of occupancy is obtained not later than 180 days of the effective date of this ordinance and the erection or alteration of a building is started or the use is commenced within such period. The Board may grant an extension of this period, valid for no more than one hundred and eighty (180) additional days, upon written application and good cause shown without notice or hearing. Whether or not there is an intention to abandon the Special Use, if any special use is discontinued for a continuous period of one year, or if an intent to abandon the Special Use is evident in a shorter period of time, the Special Use for such use shall become void, and such use shall not thereafter be reestablished unless a new Special Use Permit is obtained; and

5. Should the property be declared a public nuisance, it may be subject to a rehearing and a possible revocation of the Special Use Permit.

Figure 1: Subject site at 3501 Channahon Road (2025)

Figure 2: Subject site, view northwest from Channahon Road (May 2025)

Figure 3: Existing vacant commercial building at 3501 Channahon Road (January 2026)

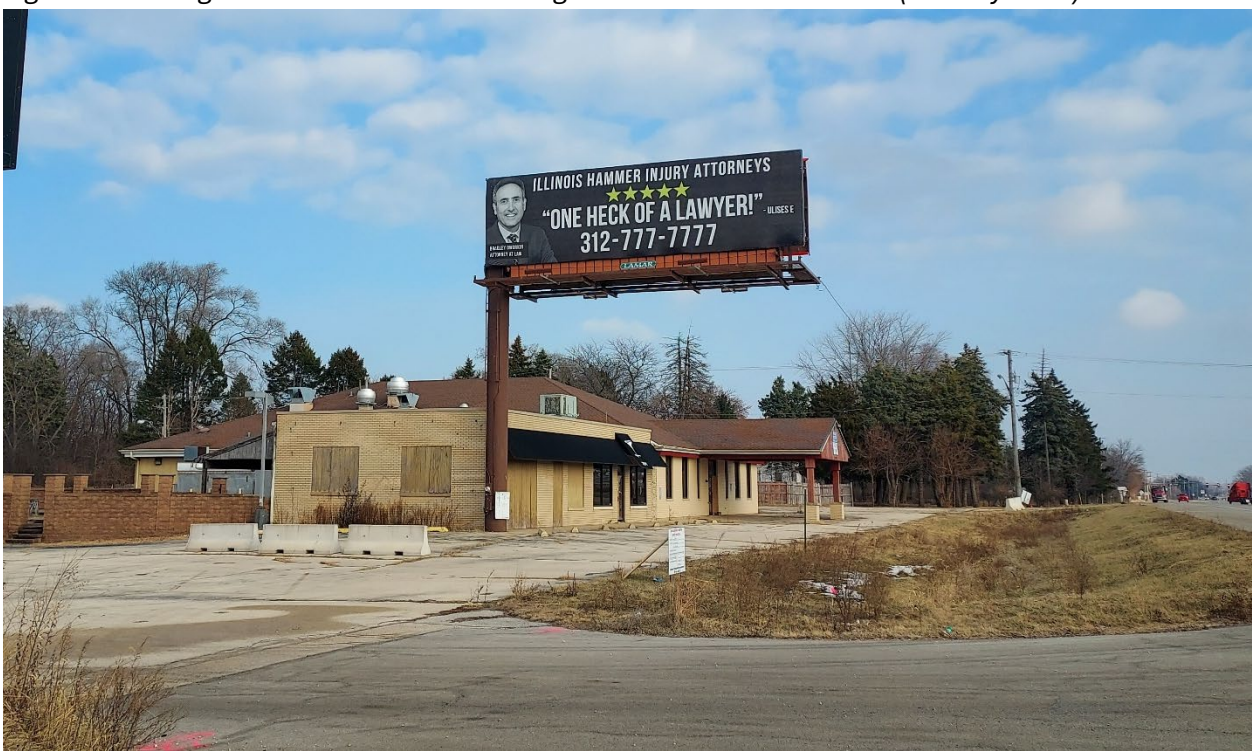
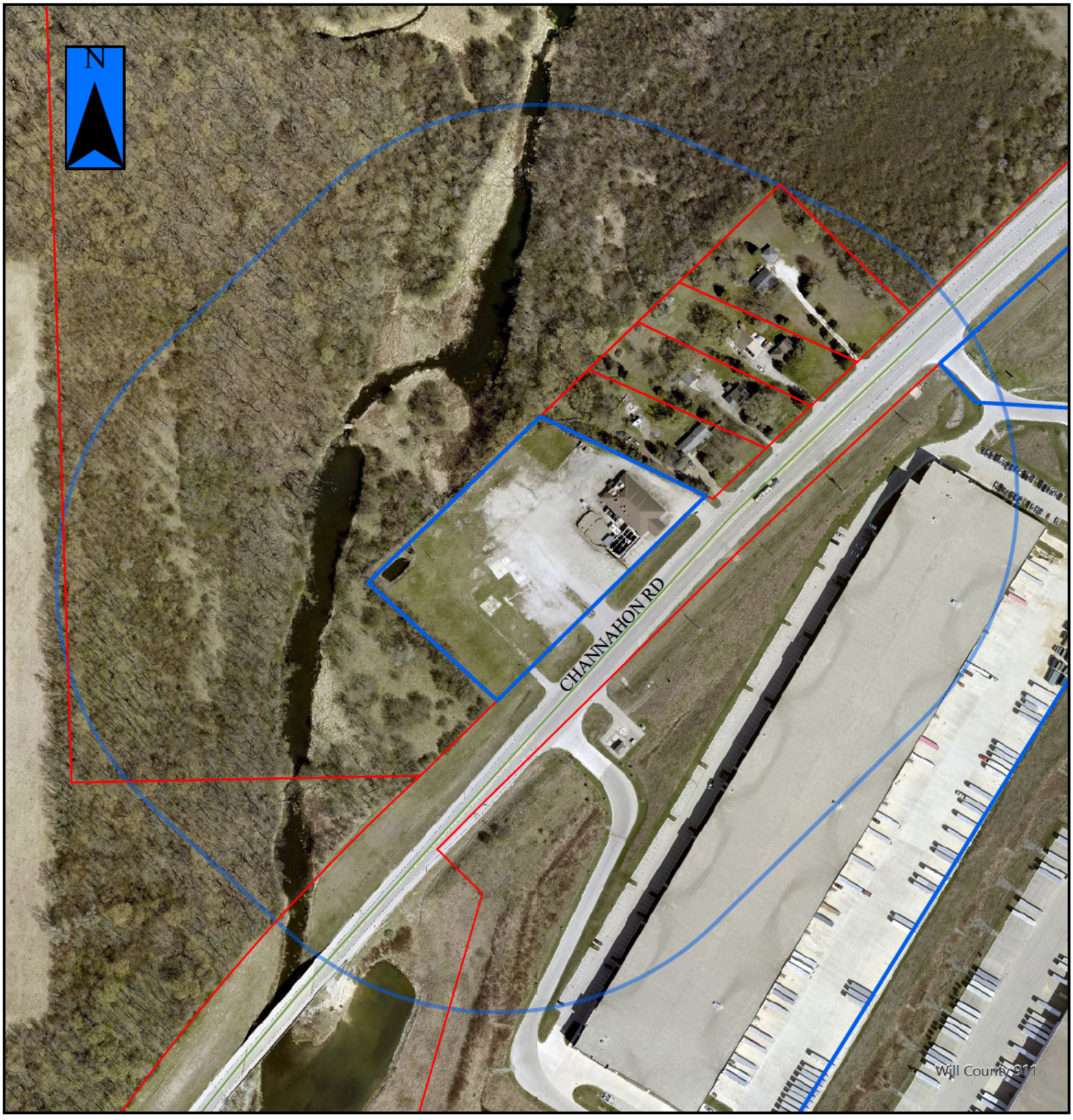


Figure 4: Subject site, view northeast from entrance at Channahon Road (January 2026)

Figure 5: Subject site, view north from entrance at Channahon Road (January 2026)

Figure 6: Subject site, view northwest from entrance at Channahon Road (January 2026)

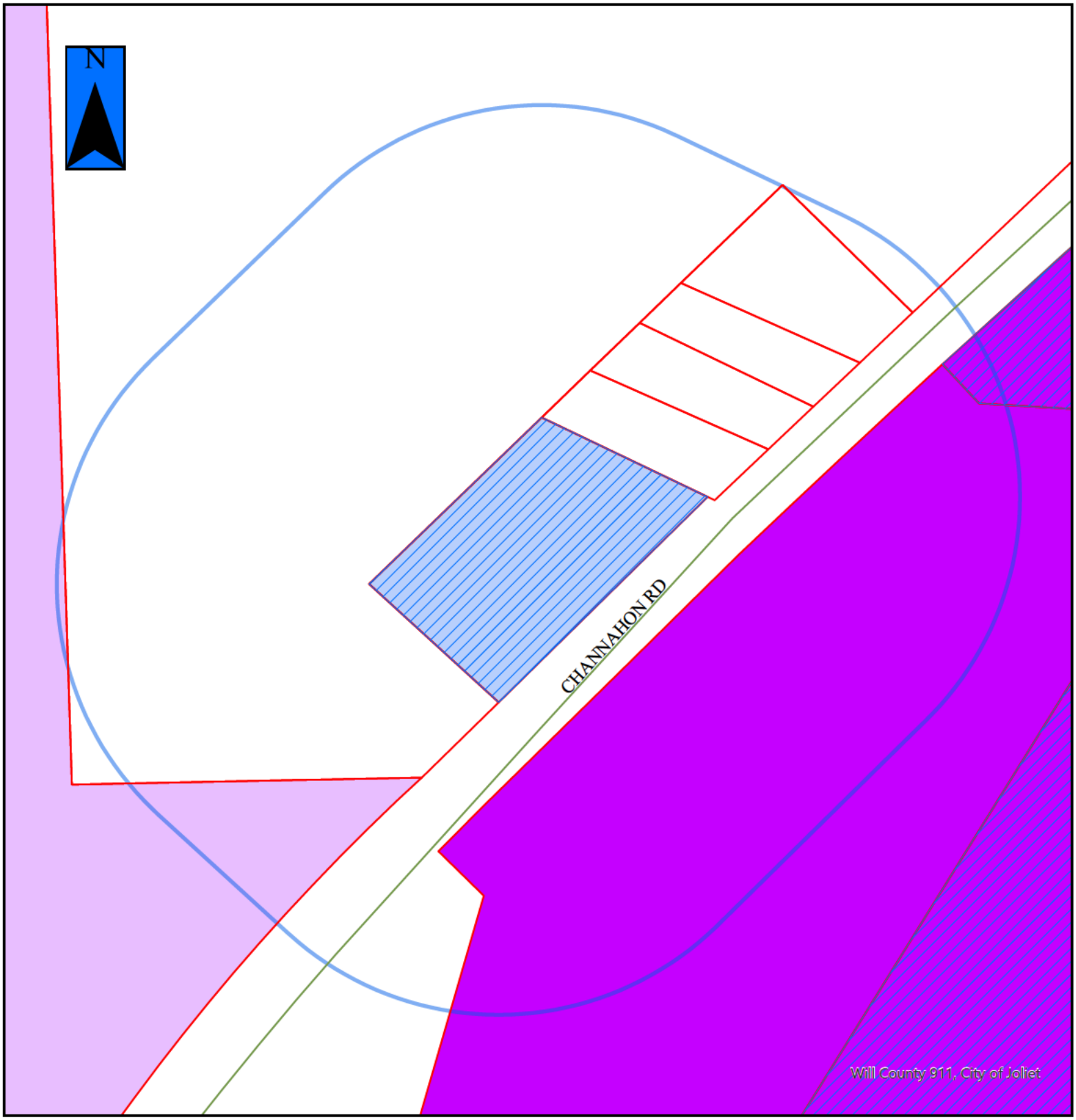


2026-02a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)



2026-02

JOLIET PLANNING DIVISION

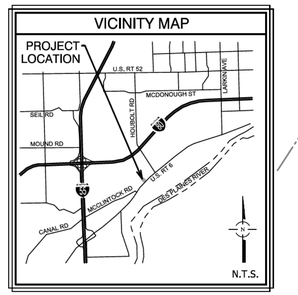
= Property in Question

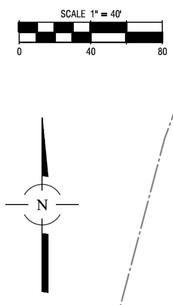
= 600' Public Notification Boundary

Legend

B-1	I-TA	R-2
B-2	I-TB	R-2A
B-3	I-TC	R-3
I-1	R-1	R-4
I-2	R-1A	R-5
I-T	R-1B	R-B

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY





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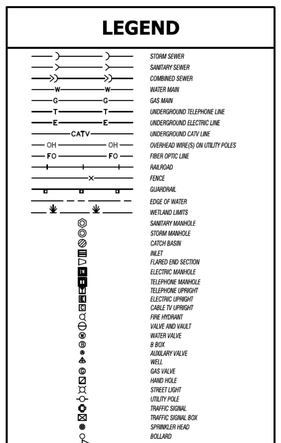
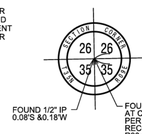


(M) = MEASURED DIMENSIONS
(D) = DEED DIMENSIONS
(I) = IDOT DIMENSIONS
IR = IRON ROD
IP = IRON PIPE
FNCX = FENCE CORNER
FNC END = FENCE END
EP = EDGE OF PAVEMENT
WALLX = WALL CORNER



FOUND 1/2" IP 0.08'S &0.18'W

FOUND 1" IP AT CORNER PER MONUMENT RECORD R90-45700

666.42'

741.95'(I)
731.94'(D)
741.68'(M) N88°52'17"E(M)

FOUND CONC. ROW MONUMENT 0.47'NW & 1.25'NE

1.17'
N46°36'17"E

FOUND 5/8" IR AT CORNER

NORTH RIGHT OF WAY LINE AS MONUMENTED

SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26-35-09

PREPARED FOR:
FLEX CAPITAL, LLC
106 STEPHEN ST
SUITE 202
LEMONT, IL 60439

P.I.N: 05-06-26-400-024-0020
OWNER: FOREST PRESERVE DIST

UNSUBDIVIDED

APPROXIMATE LIMITS OF ZONE AE REGULATORY FLOODWAY PER 17197C0260G

APPROXIMATE LIMITS OF ZONE AE PER 17197C0260G

463.09'(D)
463.09'(M)
S47°07'00"W(D)
S46°30'40"W(M)

406.00'(M)
406.00'(D)
S43°29'20"E(M)
S42°53'00"E(D)

FOUND 5/8" IR
0.22'NW & ON-LINE

FOUND 1" IP
0.11'NW & 0.11'SW

WALLX 1.7'NW
& 0.7'NE

FNCX 4.9'NE
& 2.7'SE

POND

CURB

DECORATIVE CONCRETE FENCE

149.95'

149.20'

STONE & CONCRETE SLAB WALL

180.03'

162.09'

FOUND 5/8" IR
W/ IDOT CAP
0.10'SW & ON-LINE

FNC END
2.1'NE

WALLX
0.13'NW

FOUND 5/8" IR
53.08'NW &
2.56'SW

FOUND 1" IP
50.43'NW &
0.14'SW

P.I.N: 05-06-26-400-024-0020
OWNER: FOREST PRESERVE DIST

UNSUBDIVIDED

N43°29'19"W(M)
50.00'(M)

N46°30'40"E(M)
25.95'(M)

SET 5/8"IR
AT CORNER

SET 5/8"IR
AT CORNER

PIPELINE MARKER (NICOR)

69.82'(M)
N40°30'39"E(M)
95.77'(M)
95.71'(I)
N46°31'22"E(I)

L=464.16'(I)
R=23828.63'(I)
CH=464.16'(I)
N48°23'08"E(I)
L=464.16'(M)
R=23828.63'(M)
CH=464.16'(M)
N48°11'27"E(M)

142.90'(D)
N47°07'00"E(D)

FOUND 5/8" IR
0.09'NE & ON-LINE

FOUND 1" IP
0.52'NW & 0.26'NE

APPROXIMATE LIMITS OF ZONE AE PER 17197C0260G

P.I.N: 05-06-26-400-016-0000
OWNER: VANDERMEIR RONALD J JR

UNSUBDIVIDED

6' WOOD PRIVACY FENCE

BLOCK DUMPSTER ENCL

UP W/ MAST 6'NE-SW & LIGHT

FNCX 3.1'SW

DECORATIVE CONCRETE FENCE

431.59'(D)
431.59'(M)
N63°42'48"W(D)
N63°19'08"W(M)

367.38'(M) N63°19'08"W(M)

GAS METER

ILLINOIS BELL & COMMONWEALTH EDISON EASEMENT PER DOCUMENT 93-89952

GREASE TRAP

GREASE TRAP

GREASE TRAP

GREASE TRAP

ONE STORY BRICK & FRAME BUILDING

UP W/ MAST 6'NE-SW

FNC END
4.4'SW

FOUND 5/8" IR
AT CORNER

66.39'

N63°19'08"W(I)
66.21'(D)
N63°19'08"W(M)
66.21'(M)

L=52.22'(I)
R=23460.00'(I)
CH=52.22'(I)
N45°25'49"E(I)

L=52.22'(M)
R=23460.00'(M)
CH=52.22'(M)
N45°25'59"E(M)

SET MAG NAIL AT CORNER

EP 2.0'SE

UP W/ MAST 6'NE-SW

BRICK PATIO

BLOCK WALL

33.18'

TEMP. CONSTRUCTION EASEMENT PER DOCUMENT R2006/157804

BILLBOARD

31.45'

BILLBOARD 6.5'SE

CONDEMNED PER CASE 01D32 AND RECORDED AS DOCUMENT R2006/157804

711'
EP-EP

N45°27'30"E(I)
N45°25'49"E(M)

609.64'(I)
609.54'(M)

EP 1.5'SE

FRAME GARAGE

POINTER

BUSINESS SIGN

TWO STORY BRICK & FRAME BUILDING

48.80'

32.38'

43.63'

1.43'

90°

609.50'(D)
609.50'(M)
N47°07'00"E(D)
N46°30'39"E(M)
593.55'(M)
593.55'(I)
N46°39'24"E(I)
N46°31'22"E(I)

50 MPH

U.S. ROUTE 6
(CHANNAHON ROAD)
HERETOFORE DEDICATED

EXCEPTION

TEMP. CONSTRUCTION EASEMENT PER DOCUMENT R2006/157804

PIPELINE MARKER (NICOR)

90'

L=52.22'(M)

CENTERLINE OF U.S. ROUTE 6 PER PLAT OF HIGHWAYS DOC NO. 691-619-34

BUSINESS SIGN

STOP SIGN

PIPELINE MARKER (NICOR)

PROPERTY DESCRIPTION:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SOUTHEAST 1/4; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 731.94 FEET, ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4, TO THE CENTER LINE OF U.S. HIGHWAY ROUTE 6; THENCE NORTH 47 DEGREES 07 MINUTES 00 SECONDS EAST 142.90 FEET, ALONG THE SAID CENTERLINE OF U.S. HIGHWAY ROUTE 6, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 47 DEGREES 07 MINUTES 00 SECONDS EAST 609.50 FEET, ALONG THE SAID CENTER LINE OF U.S. HIGHWAY ROUTE 6; THENCE NORTH 62 DEGREES 42 MINUTES 48 SECONDS WEST 431.59 FEET; THENCE SOUTH 47 DEGREES 07 MINUTES 00 SECONDS WEST 463.09 FEET, PARALLEL TO THE SAID CENTER LINE OF U.S. HIGHWAY ROUTE 6; THENCE SOUTH 42 DEGREES 53 MINUTES 00 SECONDS EAST 406.00 FEET, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION CASE 01ED32 IN FAVOR OF THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, IN WILL COUNTY, ILLINOIS.

NOTES:
THIS SURVEY REFLECTS MATTERS OF TITLE AS LISTED ON A COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. WJZ1018780 WITH A COMMITMENT DATE: APRIL 22, 2021.

AS REQUIRED UNDER THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, EVIDENCE ON OR ABOVE THE SURFACE OF THE SURVEYED PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK, WHICH EVIDENCE MAY INDICATE UTILITIES LOCATED ON, OVER OR BENEATH THE SURVEYED PROPERTY HAS BEEN SHOWN HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

BEARINGS SHOWN HEREON ARE BASED ON NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (2011 ADJUSTMENT) AND NAVD88 (GEOID 12B) UTILIZING GNSS EQUIPMENT AND TOPNETLIVE RTK NETWORK.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY IN ADDITION TO THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS.

SPACECO, INC IS AN ILLINOIS PROFESSIONAL DESIGN FIRM REGISTERED UNDER LICENSE NUMBER 184-001157.

TAX P.I.N.S (PER TITLE COMMITMENT):
05-06-26-400-018-0000

MONUMENTS WERE FOUND/SET AT THE PARCEL CORNERS AS SHOWN.
(TABLE A ITEM 1)

ADDRESS:
3501 CHANNAHON RD
JOLIET, IL 60436
(TABLE A ITEM 2)

BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 17197C0260G MAP WITH AN EFFECTIVE DATE/MAP REVISED OF FEBRUARY 15, 2019, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES IN ZONE X (NO SCREEN) - AREA OF MINIMAL FLOOD HAZARD; ZONE AE - SPECIAL FLOOD HAZARD AREAS WITH BFE; AND ZONE AE REGULATORY FLOODWAY AS IDENTIFIED BY SAID F.I.R.M. MAP.
(TABLE A ITEM 3)

PROPERTY SURVEYED CONTAINS 186,058 SQUARE FEET, OR 4.271 ACRES, MORE OR LESS.
(TABLE A ITEM 4)

SUBSTANTIAL FEATURES ARE SHOWN HEREON.
(TABLE A ITEM 8)

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
(TABLE A, ITEM 16)

THE DOCUMENTS PROVIDED TO THE OR OBTAINED BY THE SURVEYOR AS PART OF THE SURVEY PURSUANT TO SECTIONS 5 AND 6 OF THE ALTA/NSPS LAND TITLE 2021 STANDARDS APPEAR TO NOT DISCLOSE ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS OR SERVITUDES.
(TABLE A, ITEM 18)

PROPERTY SUBJECT TO:
(SCHEDULE B, PART II EXCEPTIONS IN TITLE COMMITMENT)

C 9. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES. (SURVEYOR'S NOTE: RIGHT OF WAY OF US ROUTE 6 IS SHOWN HEREON)

D 10. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY. (SURVEYOR'S NOTE: NOT A PLOTTABLE ITEM)

E 11. GAS PIPE LINE RIGHT RECORDED DECEMBER 1, 1960 AS DOCUMENT 918428 MADE BY PETER ALBERT AND HIS WIFE MARY TO NORTHERN ILLINOIS GAS COMPANY THE RIGHT TO LAY, MAINTAIN, OPERATE, RENEW AND REMOVE A GAS MAIN AND OTHER NECESSARY GAS FACILITIES TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR SAID PURPOSES, IN, UPON, UNDER, ALONG AND ACROSS THE PROPERTY DESCRIBED AS FOLLOWS: A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EITHER SIDE OF THE PROPOSED GAS MAIN BEING CONTAINED IN THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE QUARTER SECTION CORNER ON THE SOUTH LINE OF SAID SECTION AND RUNNING NORTH ON THE HALF SECTION LINE 7 CHAINS AND 80 LINKS; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 19 CHAINS AND 65 LINKS; THENCE SOUTH 48 DEGREES AND 30 MINUTES WEST 11 CHAINS AND 40 LINKS TO THE SECTION LINE, AND THENCE WEST ALONG THE SECTION LINE 11 CHAINS AND 9 LINKS TO THE POINT OF BEGINNING; ALSO, PART OF THE SOUTHEAST 1/4 OF SECTION 26 IN TOWNSHIP 35 NORTH AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE NORTH AND SOUTH 1/2 SECTION LINE OF SAID SECTION 26, 514.8 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, RUN THENCE EAST 1296.90 FEET; THENCE NORTH 62 DEGREES 36 MINUTES WEST 1460 FEET TO THE SAID NORTH AND SOUTH 1/2 SECTION LINE; THENCE SOUTH ALONG SAID NORTH AND SOUTH 1/2 SECTION LINE 671.88 FEET TO THE POINT OF BEGINNING, IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS. SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED. (SURVEYOR'S NOTE: EASEMENT COULD NOT BE ACCURATELY RECREATED BASED ON THE INFORMATION PROVIDED IN SAID DOCUMENT. THERE WAS ALSO NO EVIDENCE COLLECTED DURING FIELD WORK THAT INDICATED THE LOCATION. SAID EASEMENT HAS NOT BEEN SHOWN, IT'S LOCATION IS UNKNOWN AT THIS TIME)

F 12. EASEMENT IN FAVOR OF ILLINOIS BELL AND COMMONWEALTH EDISON AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. R93-66052. AFFECTING A 10 FOOT WIDE STRIP PARALLEL AND ADJACENT TO THE PROPERTY LINE OF THE NORTHEAST 431.59 FEET OF PROPERTY COMMONLY KNOWN AS 3509 CHANNAHON ROAD, JOLIET, ILLINOIS 60436. SEE EXHIBIT "A" ATTACHED THERETO. (SURVEYOR'S NOTE: SHOWN HEREON)

G 13. ENCROACHMENT OF THE RETAINING WALL LOCATED MAINLY ON THE LAND ONTO THE PROPERLY SOUTHWESTERLY OF AND ADJOINING BY APPROXIMATELY 2.53 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 396-651S PREPARED BY RUETTIGER, TONELLI & ASSOCIATES, INC. DATED AUGUST 22, 1996. (SURVEYOR'S NOTE: THIS SURVEY WAS NOT PROVIDED WITH SAID SURVEY, RETAINING WALL IS SHOWN IN RELATION TO BOUNDARY)

H 14. TEMPORARY EASEMENT IN FAVOR OF THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS PURSUANT TO FINAL JUDGMENT ORDER ENTERED MARCH 3, 2006 IN CASE 01 ED 32 AND ALSO RECORDED APRIL 5, 2006 AS DOCUMENT R2006-57864, OVER THAT PART OF THE LAND DESCRIBED THEREIN AS (PARCEL 2A, B & C. (SURVEYOR'S NOTE: SAID DOCUMENT DOES NOT SPECIFY DURATION OF TEMPORARY EASEMENTS. TEMPORARY EASEMENTS ARE SHOWN HEREON)

I 15. TERMS AND CONDITIONS CONTAINED IN THE ANNEXATION AGREEMENT DATED DECEMBER 20, 2011 BETWEEN THE CITY OF JOLIET AND THREE RIVERS PROPERTIES, LLC, AN ORDINANCE AUTHORIZING SAID AGREEMENT RECORDED MARCH 19, 2012 AS DOCUMENT NO. R2012029758. (SURVEYOR'S NOTE: CONTAINS NO PLOTTABLE ITEMS)

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

TO: FLEX CAPITAL, LLC
AND TO: THREE RIVERS PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
AND TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 16, 18 & 20 OF TABLE "A" THEREOF.

THE FIELD WORK WAS COMPLETED ON MAY 11, 2021.

GIVEN UNDER MY HAND AND SEAL THIS DAY OF , 20 IN MORRIS, ILLINOIS.

KEVIN W. DONOVAN, I.P.L.S. No. 035-3781
LICENSE EXPIRES: 11-30-2022
KDONOVAN@SPACECONC.COM

(VALID ONLY IF EMBOSSED SEAL AFFIXED)

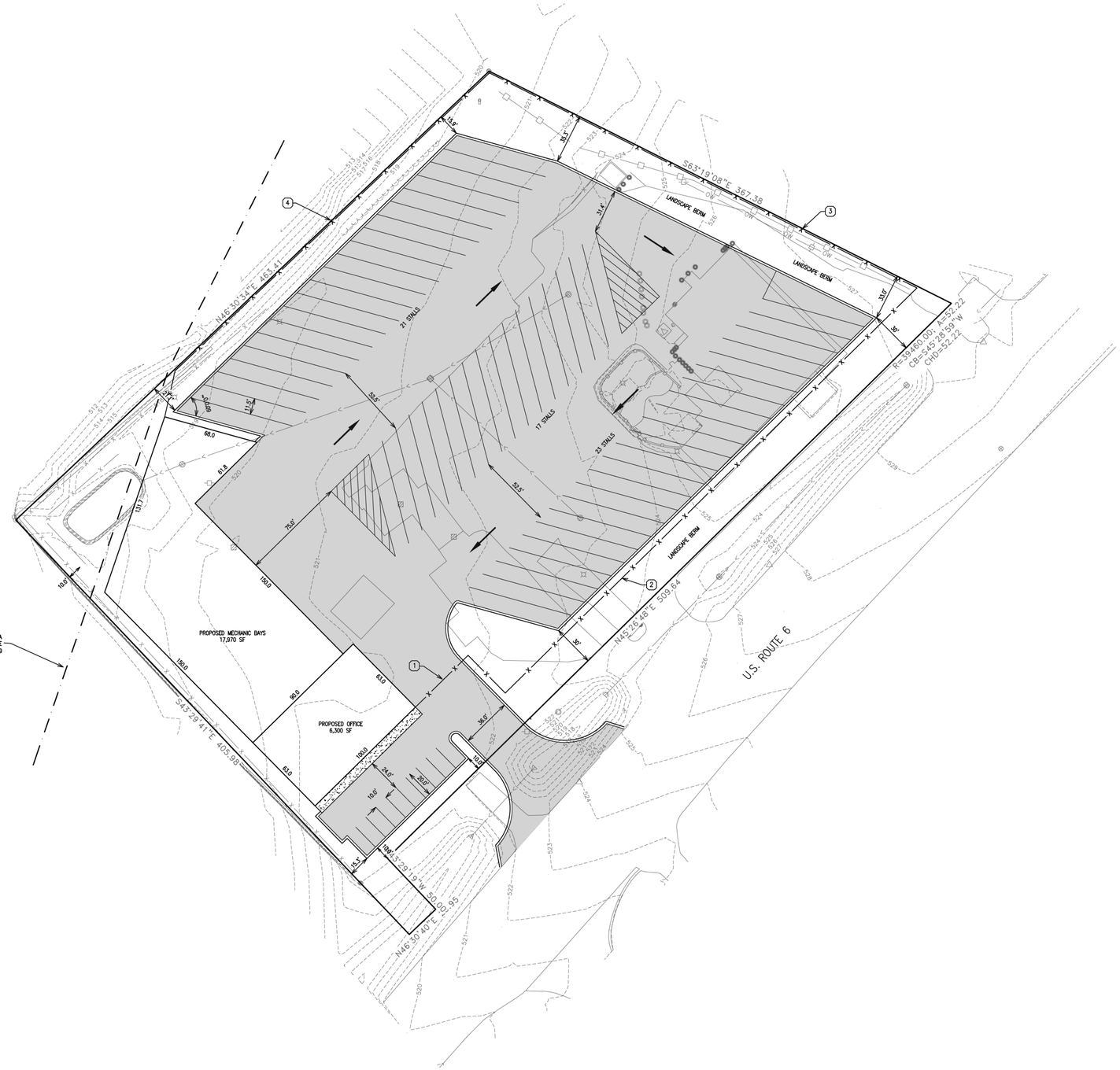
FOR REVIEW PURPOSES ONLY

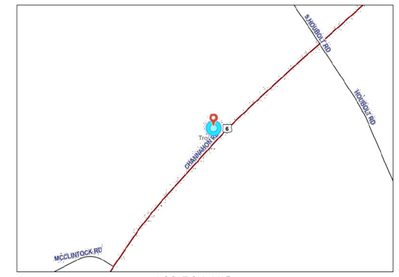
REVISIONS:

SPACECO INC.
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
224 ½ N. Liberty Street,
Morris, Illinois 60450
Phone: (815) 941-0260 Fax: (815) 941-0263

DATE: 05/28/2021
JOB NO: 11560
FILENAME: 11560ALTA-01
SHEET 1 OF 1

N:\Projects\11560-M\SURVEY\11560ALTA-01.dgn Default User=jschroeder





LOCATION MAP

PART OF SE QUARTER OF SECTION 25-35-9

PROPERTY IDENTIFICATION NUMBER: 05-06-26-400-018

PROPERTY ADDRESS: 3501 CHANNAHON RD
JOLIET, IL 60436

CLIENT: OCTAVIAN GHERCIU
INTERSTATE FREIGHTS LLC
3380 LACROSSE LANE, SUITE 115
NAPERVILLE, IL 60564

SITE DATA TABLE

SITE AREA:	186,145 SF
BUILDING AREA:	24,270 SF
PAVEMENT AREA:	117,180 SF
PARKING PROVIDED:	
CAR:	10
TRAILER:	61

NOTES:

1. CONCEPT PLAN FOR GENERAL REFERENCE AND MAY BE SUBJECT TO CHANGE DURING FINAL ENGINEERING.
2. DETENTION SHALL BE PROVIDED UNDERGROUND AND SHALL BE DESIGNED DURING FINAL ENGINEERING.
3. LANDSCAPING SHALL BE PROVIDED PER THE CITY OF JOLIET LANDSCAPE ORDINANCE.
4. FINAL ENGINEERING PLANS, LANDSCAPE PLANS, AND ARCHITECTURAL PLANS WILL BE REQUIRED TO BE SUBMITTED FOR REVIEW AS PART OF THE BUILDING AND SITE DEVELOPMENT PERMIT APPROVAL PROCESS.

(F) CONSTRUCTION NOTES:

1. 6' BLACK VINYL CHAIN LINK FENCE WITH GATE AT ENTRANCE
2. 6' BLACK VINYL CHAIN LINK FENCE ACROSS SOUTH PROPERTY LINE
3. 8' VINYL PRIVACY FENCE ALONG EAST PROPERTY LINE
4. 6' BLACK VINYL CHAIN LINK FENCE ACROSS SOUTH PROPERTY LINE

NO.	DATE	REVISION
	10.1.25	INITIAL CONCEPT PLAN
	10.13.25	ADD BUILDING DIMENSIONS
	11.26.25	ADD FENCE; CITY COMMENTS

PROPOSED TRUCKING STATION
3501 CHANNHON ROAD
JOLIET, WILL COUNTY, IL

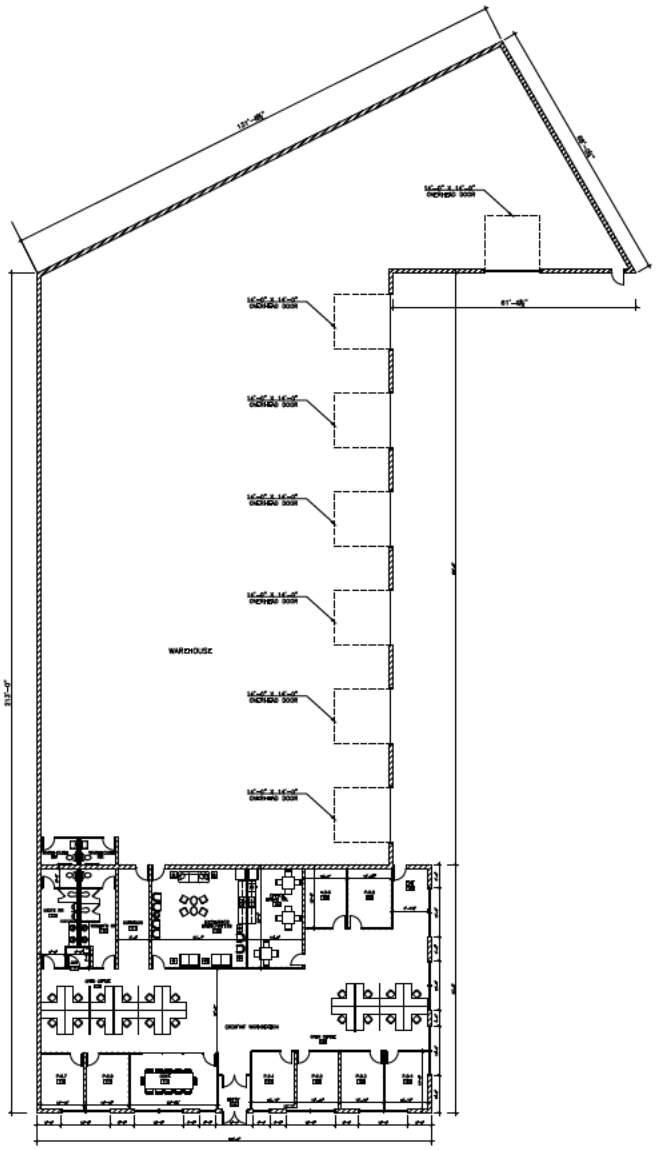
CONCEPT PLAN

GEOTECH INC.
CONSULTING ENGINEERS – LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT NO. 21909
DATE: 6.30.25
DRAWN BY: TC
CHECKED BY: CP

SHEET NO. 1

P:\Projects\GJN21909\Engineering\DWG\Concepts\21909 Concept 3.dwg
PlotDate: 11/26/2025 11:49 AM , Layout: CONCEPT PLAN

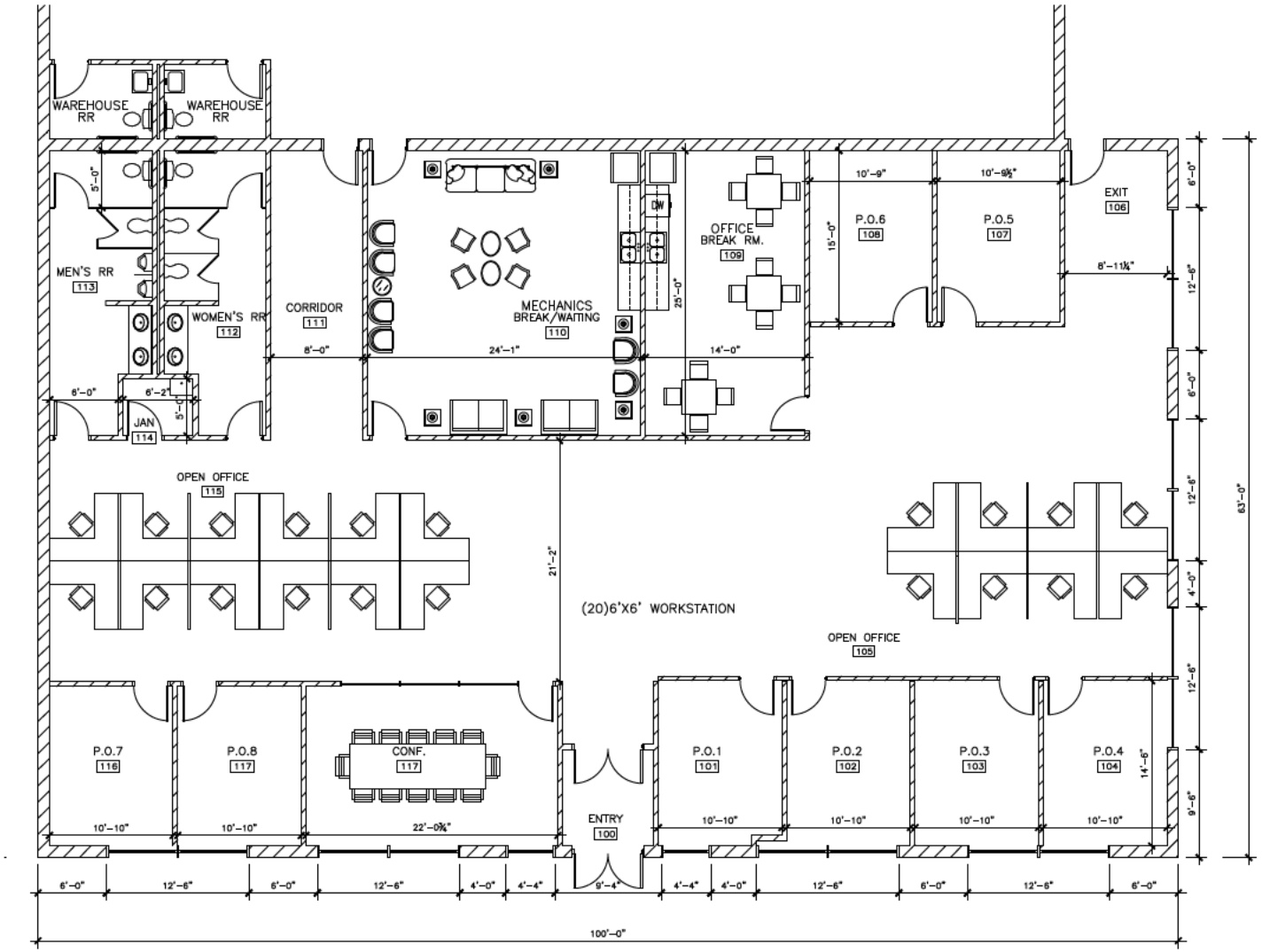


10/22/25

3501 Channahon Rd.
Joilet , Illinois 60436

IFH Properties, Inc.
Scheme A

DD MR
PLANNING



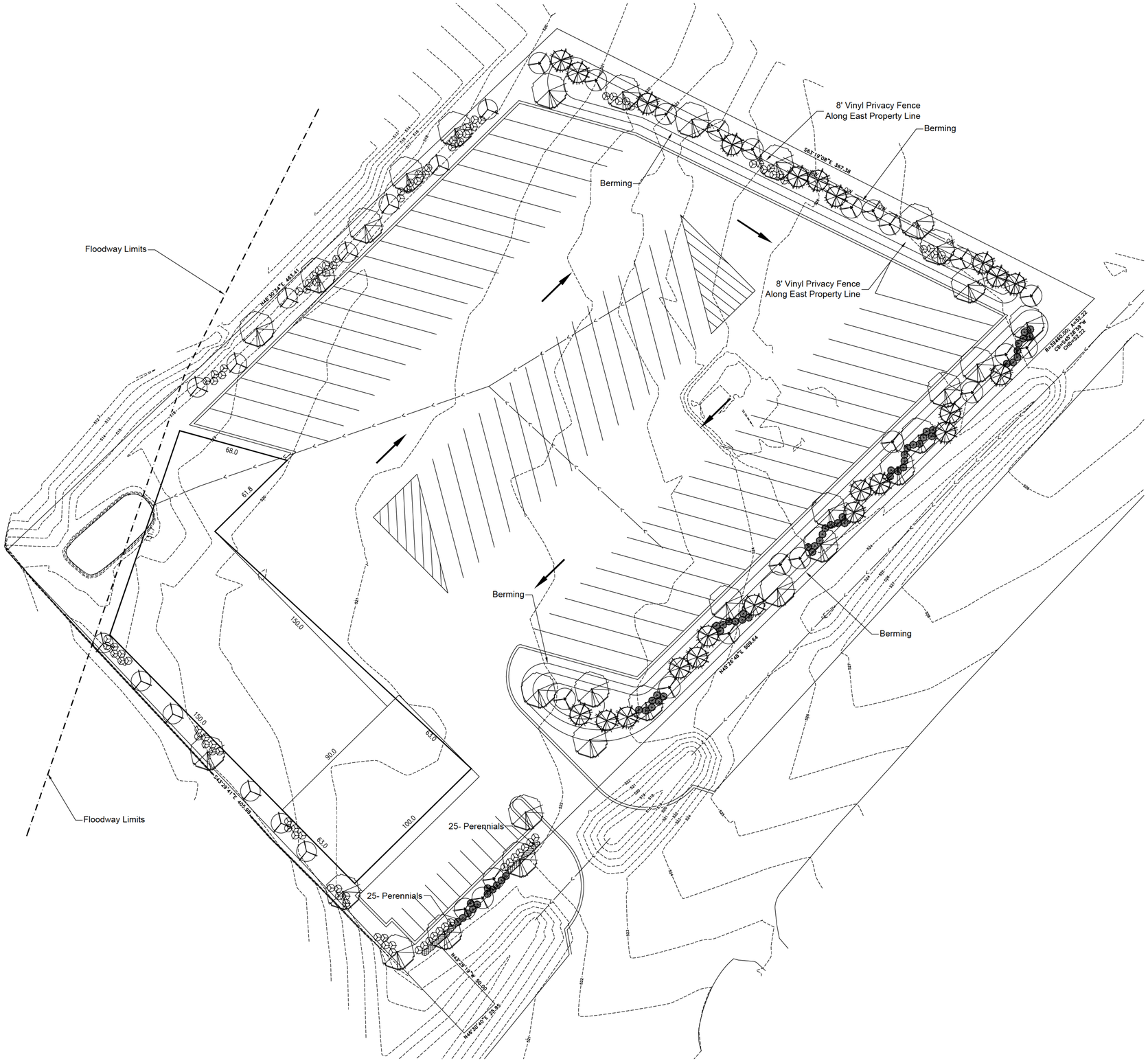
10/22/25

3501 Channahon Rd.
Joilet , Illinois 60436

IFH Properties, Inc.
Scheme A

DD MR PLANNING

CAUTION: IF THIS SHEET IS NOT 24"x36", THEN IT IS NOT AT THE SCALE INDICATED.



LEGEND

DECIDUOUS SHADE TREE - 2.0"

ORNAMENTAL TREE - 6'BBClump/2"BB

EVERGREEN TREE - 6'BB

LARGE DECIDUOUS SHRUB- 5 Gal/24" Min.

EVERGREEN SHRUBS - 5 Gal.

DWARF DECIDUOUS SHRUB- 3 Gal/24" Min.

PERENNIALS & ORNAMENTAL GRASSES- 1 Gal./1 Qt.

LANDSCAPE CALCULATIONS:

Route 6 Storage Frontage r(30' Wide): 425 LF

Requirement: 30' Wide Buffer, 5- Evergreen or Ornamental Trees, 3- Shade Trees, 10- Shrubs/100 LF

Calculation: 22- Evergreen or Ornamental Trees, 13- Shade Trees & 43- Shrubs

Provided: 22- Evergreen or Ornamental Trees, 13- Shade Trees & 43- Shrubs

Route 6 Parking Frontage (10' Wide): 125 LF

Requirement: 10' Wide Buffer, 2- Evergreen or Ornamental Trees, 1- Shade Trees, 20- Shrubs & 40- Perennials/100 LF

Calculation: 3- Evergreen or Ornamental Trees, 2- Shade Trees, 25- Shrubs & 50- Perennials

Provided: 3- Evergreen or Ornamental Trees, 2- Shade Trees, 25- Shrubs & 50- Perennials

West Property Line Perimeter (5' Wide): 278 LF (Minus Floodway)

Requirement: 5' Wide Buffer, 2- Evergreen or Ornamental Trees + 1- Shade Trees + 10 Shrubs/100 LF

Calculation: 6- Evergreen or Ornamental Trees, 3- Shade Trees & 28 Shrubs

Provided: 6- Evergreen or Ornamental Trees, 3- Shade Trees & 28 Shrubs

North Property Line Perimeter (5' Wide): 317 LF (Minus Floodway)

Requirement: 5' Wide Buffer, 2- Evergreen or Ornamental Trees + 1- Shade Trees + 10 Shrubs/100 LF

Calculation: 7- Evergreen or Ornamental Trees, 5- Shade Trees & 32 Shrubs

Provided: 7- Evergreen or Ornamental Trees, 5- Shade Trees & 32 Shrubs

East Property Line Perimeter (15' Wide): 335 LF

Requirement: 15' Wide Buffer, 3- Evergreen Trees + 3- Ornamental Trees + 2- Shade Trees + 5- Shrubs/100 LF

Calculation: 10- Evergreen Trees + 10- Ornamental Trees + 7- Shade Trees + 17- Shrubs

Provided: 10- Evergreen Trees + 10- Ornamental Trees + 7- Shade Trees + 17- Shrubs

Notes:

1. For information pertaining to grading, utilities, easements, boundaries, etc., see Civil Engineering plan set.

2. Plant locations are preliminary in nature and may vary pending final grading, utilities, site geometry, etc.

3. Berming is representative only. Final berm locations and heights may vary pending final grading, utilities, site geometry, etc.

4. Privacy Fencing is representative only. Final fence location may vary pending final grading, utilities, site geometry, etc.

811 Know what's below. Call before you dig.

SCALE 1" = 30'
0 30 60

©2025 Heritage Oak Studios, LLC
The drawings, specifications, design ideas, and other information contained within as prepared by the Landscape Architect and/or Land Planner for this project are instruments of the Landscape Architect's and/or Land Planner's service, for use solely with respects to this project and, unless otherwise provided, the Landscape Architect and/or Land Planner shall be deemed the author of these documents and shall retain all common law, statutory, and other rights, including copyright. This drawing is not to be reproduced without the expressed written consent of Heritage Oak Studios, LLC.

REVISIONS

TRUCKING FACILITY

3501 Channahon Road
Joliet, Illinois

STATE OF ILLINOIS
RONALD PLONKA
PAT
157-000717
REGISTERED LANDSCAPE ARCHITECT

Expires: 2027-08-31

HERITAGE OAK STUDIOS, LLC
Landscape Architects
24301 White Oak Drive
Plainfield, IL 60585
PHONE: 815-531-4415

PRELIMINARY LANDSCAPE PLAN

DATE: 2025-12-03
SCALE: 1"=30'
PLANNER: RP
DRAWN BY: RP
CHECKED: _____

SHEET
L-1

PROJECT NO.: 3225 - 2472

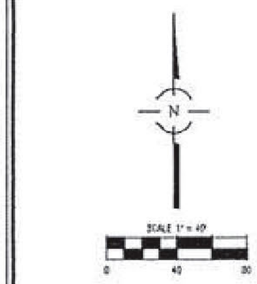
3501

3501
3501

80.0'
+520.9
+520.6
+521.7
+521.3

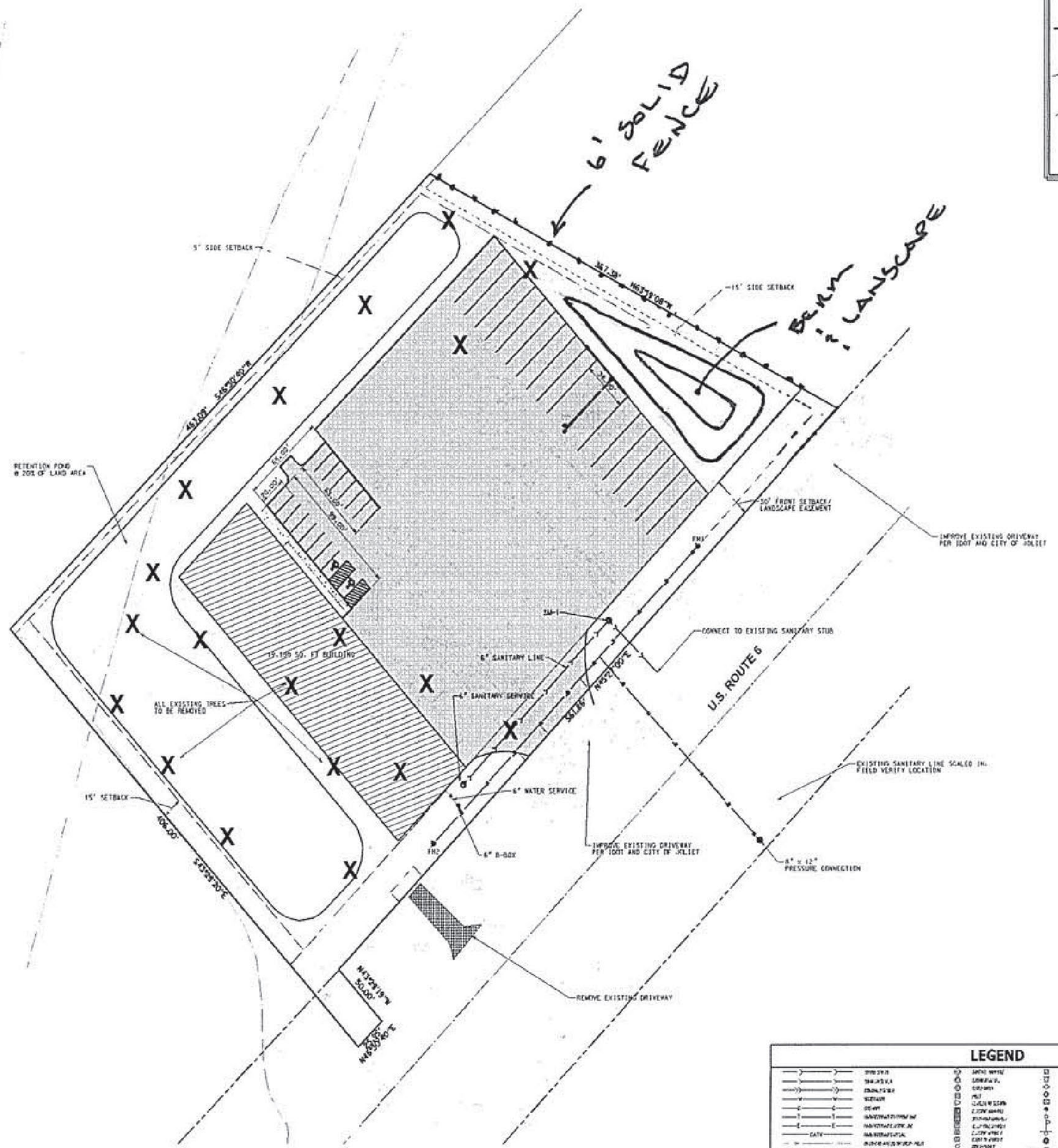
3501

3501

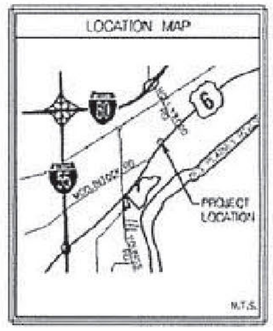


LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 89°09'00" EAST 751.94 FEET, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, TO THE CENTER LINE OF U.S. HIGHWAY ROUTE 6; THENCE NORTH 47°01'00" EAST 143.90 FEET, ALONG THE SAID CENTER LINE OF U.S. HIGHWAY ROUTE 6, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 47°01'00" EAST 405.50 FEET, ALONG SAID CENTER LINE OF U.S. HIGHWAY ROUTE 6; THENCE NORTH 42°58'48" WEST 45.00 FEET; THENCE SOUTH 47°01'00" WEST 463.09 FEET, PARALLEL TO THE SAID CENTER LINE OF U.S. HIGHWAY ROUTE 6; THENCE SOUTH 43°43'00" EAST 404.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION CASE D10033 IN FAVOR OF THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, IN WILL COUNTY, ILLINOIS.



LOCATION MAP



NOTES

1. PARKING
   -STANDARD AUTO PARKING: 16 SPACES
   -HANDICAPPED PARKING: 2 SPACES
   -TRAILER PARKING: 17 SPACES
2. 14% OF OVERALL SITE AREA TO BE OPEN SPACE
3. NEW BUILDING:
   -TOTAL BUILDING AREA: 19,100 SQ. FT.
4. EXISTING STRUCTURES AND PAVEMENT TO BE REMOVED

LAST DATE OF FIELD WORK: MAY 11, 2021

PREPARED FOR:
PATRICK COMMERCIAL, INC.

FOR REVIEW PURPOSES ONLY

LEGEND

NO.	DATE	REMARKS
1	7/09/21	PER CITY AND OWNER
NO.	DATE	REMARKS

SITE PLAN

3501 CHANNAHON ROAD
JOLIET, IL

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
224 N. Liberty Street
Aurora, Illinois 60506
Phone: (815) 941-6260 Fax: (815) 941-6263

SPACECO INC.

FILENAME: 11560EXH

DATE: 5/10/2021

JOB NO. 11560-18

SHEET EXH
1 OF 1

FOR OFFICE USE ONLY

Verified by Planner (please initial):_____

Payment received from:

_____

_____

_____

Petition #: _____

Common Address: _____

Date filed: _____

Meeting date requested: _____

ZONING BOARD OF APPEALS
JOLIET, ILLINOIS

PETITION FOR SPECIAL USE PERMIT

City of Joliet Planning Division, 150 W. Jefferson St., First Floor, South Wing, Joliet, IL 60432
Phone (815)724-4050 Fax (815)724-4056

ADDRESS FOR WHICH SPECIAL USE IS REQUESTED: 3501 Channahon Rd, Joliet, IL 60436

PETITIONER'S NAME: IFH Properties, LLC, by Octavian Gherciu, Manager

HOME ADDRESS: _____ ZIP CODE: _____

BUSINESS ADDRESS: 3380 Lacrosse Lane, Suite 115, Naperville, IL ZIP CODE: 60564

PHONE: (Primary) [redacted] (Secondary) _____

EMAIL ADDRESS: [redacted] FAX: _____

PROPERTY INTEREST OF PETITIONER: Owner

OWNER OF PROPERTY: IFH Properties, LLC

HOME ADDRESS: _____ ZIP CODE: _____

BUSINESS ADDRESS: 3380 Lacrosse Lane, Suite 115, Naperville, IL ZIP CODE: 60564

EMAIL ADDRESS: [redacted] FAX: _____

Any use requiring a business license shall concurrently apply for a business license and submit a copy with this petition. Additionally, if this request is for operation of a business, please provide the following information:

BUSINESS REFERENCES (*name, address, phone*):

_____

_____

_____

OTHER PROJECTS AND/OR DEVELOPMENTS:

_____

_____

_____

PERMANENT INDEX NUMBER (TAX NO. OR P. I. N.): 05-06-26-400-018-0000 ;

_____ ; _____ ; _____ .

Property Index Number/P.I.N. can be found on tax bill or Will County Supervisor of Assessments website

LEGAL DESCRIPTION OF PROPERTY (attached copy preferred):

SEE ATTACHED EXHIBIT A

LOT SIZE: WIDTH: 509.64'/463.09' DEPTH: 406'/367.38' AREA : 4.271 acres

PRESENT USE(S) OF PROPERTY: Vacant

PRESENT ZONING OF PROPERTY: I-1

SPECIAL USE REQUESTED: Approval for the operation of a truck maintenance facility for applicant's own fleet of trucks, including the long-term parking of semi-trailers, and office space.

The Zoning Board of Appeals is authorized to grant a special use permit provided the applicant establishes by clear and convincing evidence:

(1) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and

(2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and

(3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and

(4) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided; and

(5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

(6) That the special use shall in all other respects conform to the applicable land use regulations of the district in which it is located and shall not be in violation of any other applicable law, ordinance or regulation; and

(7) At least one (1) year has elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially changed.

Please describe how this request meets the criteria by responding to the following questions in your own words.

1. How will the establishment, maintenance, or operation of the special use affect the public health, safety, morals, comfort, or general welfare?

The proposed truck maintenance facility and outdoor long-term parking of semi-trailers will be designed, maintained, and operated in a manner that protects and supports the public health, safety, comfort, and general welfare. Applicant will comply with all City regulations.

2. How will the special use impact properties in the immediate area? The proposed truck maintenance facility and outdoor long-term parking of semi-trailer will be consistent with surrounding uses of warehouse and industrial.

3. Will the use impede the normal/orderly development/improvement of surrounding property?

The use will not impede normal/orderly development/improvement of surrounding property. The primary use of surrounding properties are warehouse and/or industrial uses.

4. Are adequate utilities, access roads, drainage, and/or other necessary facilities provided?

Yes, adequate utilities, access roads, drainage, and other necessary facilities are provided. Petitioner will use a civil engineer to ensure any public improvements needed are addressed.

5. Have adequate measures been taken to provide ingress/egress design to minimize traffic congestion in public streets?

Yes, Petitioner will use a civil engineer to ensure adequate measures are taken to provide ingress/egress design to minimize traffic congestion in public streets.

6. Does the use conform to the applicable land use regulations of the district in which it is located and does it violate any other applicable law, ordinance or regulation?

Yes, the use conforms to the applicable land use regulations of the district in which it is located and does not violate any other applicable law, ordinance or regulation. Further this use is consistence with the annexation agreement recorded 12/14/21.

7. Has at least one (1) year elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites (unless conditions in the area have changed substantially)?

There have been no prior applications to the best of Petitioner's knowledge.

REQUIRED SUPPORTING ATTACHMENTS

- ☐ Site plan / concept plan / floor plan / building elevation plan
- ☐ Joliet Ownership Disclosure form
- ☐ Business license application (if applicable)

NOTARIZATION OF PETITION

STATE OF ILLINOIS) ss
COUNTY OF WILL)

I, Octavian Gherciu, depose and say that the above statements are true and correct to the best of my knowledge and belief. I agree to be present in person or by representation when this petition is heard before the Zoning Board of Appeals.

[redacted]
Petitioner's Signature

Owner's Signature
(*If other than petitioner*)

Subscribed and sworn to before me this 20th day of October, 2025

[redacted]

HEATHER MARIE GLOCKLER
OFFICIAL SEAL
Notary Public - State of Illinois
Commission No. 990663
My Commission Expires May 13, 2028

CITY OF JOLIET OWNERSHIP DISCLOSURE FORM

The City of Joliet requires that applicants for zoning relief, subdivision approval, building permits and business licenses disclose the identity of all persons having an ownership interest in the business and the real property associated with the application. A copy of this form must be completed and submitted with other application materials. Failure to properly complete and submit this form may result in the denial of the application.

I. *INFORMATION ABOUT THE APPLICATION*

This form is submitted as part of an application for the following (check all that apply):

- ☒ Rezoning, Special Use Permit, Variation, or Other Zoning Relief (Complete Sections II and III)
- ☐ Preliminary Plat, Final Plat, or Record Plat of Subdivision (Complete Sections II and III)
- ☐ Building Permit (Complete Sections II and III)
- ☐ Business License (Complete All Sections)

II. *INFORMATION ABOUT THE PROPERTY*

The address and PIN(s) of the real property associated with this application are:

3501 Channahon Rd, Joliet, IL 60436

PIN(s): 05-06-26-400-018-0000

III. *PROPERTY OWNERSHIP*

Select the type of owner of the real property associated with this application and fill in the appropriate contact information below:

☐	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☒	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Land Trust:**	State the names, addresses, and phone #'s of the trustee(s) and all beneficiaries
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization or the right to direct the affairs of the organization

OCTAVIAN GHERCIU, 100%

3380 LACROSSE LANE, SUITE 115, NAPERVILLE, IL 60564

[redacted]

E-MAIL: [redacted] **FAX:**

IV. BUSINESS OWNERSHIP

If the owner of the business is different than the owner of the real property associated with the application, then the following information must be provided:

Select the type of business owner associated with this application and fill in the contact information below:

☒	**Individual:**	State the names, addresses, and phone #'s of the individual owner(s)
☐	**Corporation:**	State the names, addresses, and phone #'s of all persons holding 3% or more of the stock of the corporation and the percentage of shares held by such stockholders
☐	**Limited Liability Company:**	State the names, addresses, and phone #'s of all members of the company along with the percentage of ownership held by each member
☐	**Partnership:**	State the names, addresses, and phone #'s of all partners
☐	**Other type of organization:**	State the names, addresses, and phone #'s of all persons having a legal or equitable ownership interest in the organization

OCTAVIAN GHERCIU

[redacted]

[redacted]

E-MAIL: [redacted] **FAX:**

NOTE:
If a stockholder, member, beneficiary or partner disclosed in Section III or Section IV is not an individual, then the individuals holding the legal or equitable title to the real property or business associated with the application must also be disclosed. For example, if the real property associated with an application is owned by a land trust, and the beneficiary of the land trust is a limited liability company, then the members of the limited liability company must be disclosed. If one of the members of the limited liability company is a partnership, then the identity of the partners must be disclosed. If one of the partners is a corporation, then all persons owning 3% or more of the issued stock must be disclosed.

SIGNED: [redacted]

DATE: 10/20/25

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

OCTAVIAN GHERCIU, OWNER, [redacted]

PRINT

ZONING BOARD OF APPEALS

CRITERIA FOR SPECIAL USES

Section 47-5.2 (C) of the Zoning Ordinance states:

A special use permit shall not be granted unless the applicant establishes by clear and convincing evidence:

	Does the evidence presented sustain this criteria?	Comments
(1) That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and		
(2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and		
(3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and		
(4) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided; and		
(5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and		
(6) That the special use shall in all other respects conform to the applicable land use regulations of the district in which it is located and shall not be in violation of any other applicable law, ordinance or regulation; and		
(7) At least one (1) year has elapsed since any denial of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially changed.		

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, January 15, 2026

2:00 PM

City Hall, Council Chambers

Zoning Board of Appeals

Board Members
Ralph Bias
Ed Hennessy
Bob Nachtrieb
Debbie Radakovich
Brigette Roehr
Jane McGrath Schmig
Jesse Stiff

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

CALL TO ORDER

ROLL CALL

Present Ed Hennessy, Bob Nachtrieb, Debbie Radakovich, Jane McGrath Schmig, Jesse Stiff, Ralph Bias and Brigette Roehr

APPROVAL OF MINUTES

Zoning Board of Appeals Meeting Minutes 12-18-25 **TMP-9317**

Attachments: Zoning Board of Appeals Meeting Minutes 12-18-25.pdf

A motion was made by Ralph Bias, seconded by Brigette Roehr, to approve Zoning Board of Appeals Meeting Minutes 12-18-25. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich, Roehr, McGrath Schmig and Stiff

CITIZENS TO BE HEARD ON AGENDA ITEMS

Planning Director Jayne Bernhard explained Petition 2026-01 was withdrawn. No members of the public spoke at that time.

OLD BUSINESS: PUBLIC HEARING

PETITION 2025-51: A Special Use Permit to allow a self-storage facility, located at 1701 Drauden Road. (COUNCIL DISTRICT #3) **TMP-9330**

PETITION 2025-52: A Variation of Use to allow a B-3 (general business) use in the B-1 (neighborhood business) district, located at 1701 Drauden Road. (COUNCIL DISTRICT #3)

Attachments: ZBA 2025-5152 (1701 Drauden Road)_v6 Staff Report Packet_Redacted.pdf

Ms. Bernhard read the staff report into the record. Nathaniel Washburn of KGG LLC and Ron Schelling of Schelling Development appeared on behalf of the petition. One member of the public spoke in opposition to the redaction of the petition application. A discussion was held regarding the redaction of petition information, the availability of applicant information on the City's website, the determination that no OMA violation occurred, and clarification of the applicant's position that the petition was complete and that redactions were made by staff.

A motion was made by Ralph Bias, seconded by Brigette Roehr, to approve PETITION 2025-51: A Special Use Permit to allow a self-storage facility, located at 1701 Drauden Road. (COUNCIL DISTRICT #3)

PETITION 2025-52: A Variation of Use to allow a B-3 (general business) use in the B-1 (neighborhood business) district, located at 1701 Drauden Road. (COUNCIL DISTRICT #3). The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Roehr and Stiff

Nay: Radakovich and McGrath Schmig

NEW BUSINESS: PUBLIC HEARING

PETITION 2026-01: A Special Use Permit to allow a staffing agency, located at 114 E. Jefferson Street. (COUNCIL DISTRICT #4) - **WITHDRAWN** **TMP-9316**

Attachments: ZBA 2026-01 (114 E. Jefferson Street) Staff Report_WITHDRAWN.pdf

Ms. Bernhard explained Petition 2026-01 was withdrawn.

PETITION 2026-02: A Special Use Permit to allow a truck maintenance facility, located at 3501 Channahon Road (COUNCIL DISTRICT #5) **TMP-9318**

Attachments: ZBA 2026-02 (3501 Channahon Rd) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Attorney Heather Glockler and Octavian Gherciu of IFH Properties, LLC appeared on behalf of the petition. In response to Mr. Bias's questions regarding financial cost and property ownership, Mr. Gherciu explained the cost was $7.5 million and the land was owned. One member of the public spoke in opposition to the petition. Mr. Nachtrieb and Mr. Bias asked clarifying questions regarding the public speaker's residence and the site's land use and development.

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve PETITION 2026-02: A Special Use Permit to allow a truck maintenance facility, located at 3501 Channahon Road (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich, Roehr, McGrath Schmig and Stiff

OLD/NEW BUSINESS—NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

One member of the public spoke again about the redaction of Freedom of Information Act (FOIA) requests. Two other members of the public spoke about the storage units proposed in Petitions 2025-51 and 2025-52.

ADJOURNMENT

A motion was made by Ralph Bias, seconded by Jesse Stiff, to approve adjournment. The motion carried by the following vote:

Aye: Bias, Hennessy, Nachtrieb, Radakovich, Roehr, McGrath Schmig and Stiff

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

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 109-26

File ID: 109-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/22/2026

Department: **Final Action:**

Title: Ordinance Approving a Special Use Permit to Allow a Truck Maintenance Facility, Located at 3501 Channahon Road (ZBA 2026-02)

Agenda Date: 02/03/2026

Attachments: Ordinance - Special Use Permit ZBA 2026-02.docx, Concept Plan 3501 Channahon Road.pdf, Landscape Plan 3501 Channahon Road.pdf, Floor Plan and Renderings 3501 Channahon Road.pdf, ZBA Staff Report Packet 2026-02 (3501 Channahon Rd)_Redacted.pdf, Zoning Board of Appeals Meeting Minutes 01-15-26.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/30/2026	Dustin Anderson	Approve	1/26/2026
1	2	1/30/2026	Todd Lenzie	Approve	2/3/2026
1	3	1/30/2026	Beth Beatty	Approve	2/3/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 110-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: Jeff Carey, Chief of Fire

SUBJECT:
Ordinance Amending Chapter 12, Section 13(g) to Impose Lift Assist Fees in Accordance with House Bill 2336

BACKGROUND:
The Joliet Fire Department receives numerous “Lift Assist” requests, primarily from assisted living and nursing home facilities. Lift assists is a service provided in appropriate circumstances. They are labor and time intensive and not intended to be a primary service offered by the Joliet Fire Department. These services must be balanced with the other fire and rescue services.

Illinois Municipal Code (65 ILCS 5/11-6-12) authorizes municipalities to impose fees for certain services to balance operational demands and protect taxpayers. The proposed ordinance affirms the City’s commitment to provide six (6) Lift Assists annually at no cost to assisted living and nursing home facilities, while establishing a fee schedule for additional requests.

The Public Safety Committee will review this matter.

CONCLUSION:
The ordinance amends Chapter 12, Section 13(g) of the City of Joliet Code of Ordinances to impost Lift Assist as follows:

Number of Lift Assists	Service Charge
0 - 6	No Charge
7 - 10	$350.00 Per Call
11 or more	$500.00 Per Call

RECOMMENDATION:
Based on the above it is recommended that the Mayor and City Council approve the ordinance amending Chapter 12, Section 13(g) to impose Lift Assist fees in accordance with House Bill 2336.

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ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 12, SECTION 13 (g) TO ADD "IMPOSING LIFT ASSIST FEES" ORDINANCE OF THE CITY OF JOLIET CODE OF ORDINANCES

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and,

WHEREAS, the City of Joliet is a Home Rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and,

WHEREAS, Section 11-6-1 of the Illinois Municipal Code, 65 ILCS 5/11-6-1, empowers Illinois municipalities to operate municipal fire and public safety departments that provide fire and rescue services to residents and others; and,

WHEREAS, the City of Joliet operates one such department that provides fire and rescue services to residents and others; and,

WHEREAS, the City of Joliet has reported requests for "Lift Assists", as that term is defined herein; and, requests for "Lift Assists" are increasing operational costs and diverting the City of Joliet's limited resources away from other calls for service and emergencies; and,

WHEREAS, the City of Joliet understands that, while "Lift Assists" are a service provided in appropriate circumstances, "Lift Assists" are (1) labor and time intensive; (2) not intended to be a primary service offering by the Fire Department; and, (3) must be balanced with the other fire and rescue services that all residents of the City of Joliet expect; and,

WHEREAS, Section 11-6-12 of the Illinois Municipal Code, 65 ILCS 5/11-6-12, empowers the City of Joliet to balance these competing demands by allowing that any assisted living facility or nursing home facility within the City of Joliet can receive six (6) "Lift Assists" annually at no cost, while allowing the City of Joliet to fix, charge and collect a reasonable fee for any "Lift Assist" requested beyond the six (6) provided annually; and,

WHEREAS, Illinois courts have recognized that fee assessments like the one in Section 11-6-12 of the Illinois Municipal Code are intended to protect taxpayers because they allow the municipality's public safety, fire and rescue services to provide a unique, labor-intensive service in a manner that appropriately allocates the cost of that service between the taxpayers and the requestor. See, e.g., City of Effingham v. Diss Truck & Repair, LLC, 2019 IL App (5th) 180064; and,

WHEREAS, the Mayor and City Council believe that it is appropriate, necessary and in the best interests of the City of Joliet and its residents, that the City of Joliet affirm its intent to provide six (6) "Lift Assists" annually to the assisted living facilities and nursing home facilities within the City of Joliet at no cost, while adopting a fee schedule for providing additional "Lift Assists" beyond the initial six (6); and,the City of Joliet understands that, while "Lift Assists" are a service provided in appropriate circumstances, "Lift Assists" are (1) labor and time intensive; (2) not intended to be a primary service offering by the Fire Department; and, (3) must be balanced with the other fire and rescue services that all residents of the City of Joliet expect; and,

WHEREAS, the Mayor and City Council believe that such fee structure would appropriately allocate the cost of providing "Lift Assists" while also protecting the operational readiness of the City of Joliet to address other services.

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

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

SECTION 2: That Chapter 12, Section 13(f) shall include the following definitions to read as follows:

(6) "Assisted Living Facility" means any facility licensed under the Assisted Living and Shared Housing Act, 210 ILCS 9/1, et seq., as well as any other residential setting that provides assisted-living services for remuneration to three or more persons who reside in such residential setting and are not related to the owner of the residential setting, including but not limited to (i) a Supportive Living Program participant that is regulated by the Illinois Department of Healthcare and Family Services and, (ii) unless expressly exempted in this section, includes a home, an apartment or other facility. Notwithstanding any other provision of this Ordinance to the contrary, "assisted living facility" shall not include an apartment or facility where casual care is provided at irregular intervals, nor where a competent person residing in such home, apartment or facility providing for or contracting for his or her own personal or professional services if no more than 50 percent of the persons residing in such home, apartment or facility receive such services.

(7) "Lift Assist" means a response to an assisted living facility or nursing home facility by personnel of a fire department, an emergency response unit or a unit of another public safety department providing automatic or mutual aid to a municipality in order to lift a patient or other individual from the individual's current position to a desired position. Notwithstanding anything in this Ordinance to the contrary, the act of lifting a patient or other individual during a response to a request for transportation to a health care facility (specifically such as a hospital or emergency room) shall not be considered a lift assist service.

(8) "Nursing Home" means a facility licensed under the Nursing Home Care Act, 210 ILCS 45/1, et seq., or a facility or long-term care facility where medical care, nursing care, rehabilitation or related services and associated treatment are provided for a period of more than 24 consecutive hours to persons residing at such facility who are ill, injured or disabled.

SECTION 3: That Chapter 12, Section 13(g) Imposing Lift Assist Fees, shall be added to read as follows:

(g) *Lift Assist Fees*

(1) Imposition of Lift Assist Fee. The City of Joliet is hereby empowered, to the maximum extent permitted by Section 11-6-12 of the Illinois Municipal Code, to assess a fee for providing a Lift Assist to any Assisted Living Facility or Nursing Home within the City of Joliet. Said fee shall not

exceed the actual personnel and equipment costs incurred by the department in rendering the Lift Assist.

(2) Lift Assist as Firefighting Service. To the extent that the City of Joliet currently fixes, charges and collects a fee for firefighting services under Section 11-6-1.1 of the Illinois Municipal Code, 65 ILCS 5/11-6-1.1, a Lift Assist is hereby declared to constitute a firefighting service provided by the department.

(3) Rules and Regulations. The Fire Chief or their designee is hereby authorized and directed to promulgate reasonable rules and regulations related to the imposition, assessment and collection of the fees allowed under this Ordinance, except that no such rule or regulation shall provide any official with the authority to reduce or waive any fee imposed under this Ordinance without a concurrence of the Mayor and City Council.

NUMBER OF ALARMS	**SERVICE CHARGE**
0 - 6	No charge
7 – 10	$350.00 Charge Per Call
11 or more	$500.00 Charge Per Call

SECTION 3: In the event that any provision(s) or portion(s) of this Ordinance shall be declared invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provision(s) or portion(s) of this ordinance that may be given effect without such invalid or unenforceable provision(s) or portion(s).

SECTION 4: All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 5: This Ordinance shall be deemed severable, and the invalidity of any portion hereof shall not invalidate the remainder.

SECTION 6: This ordinance shall be in full force and effect immediately upon its passage, approval and publication as provided by law.

PASSED this ___ day of _____, 20___.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 110-26

File ID: 110-26 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/23/2026

Department: **Final Action:**

Title: Ordinance Amending Chapter 12, Section 13(g) to Impose Lift Assist Fees in Accordance with House Bill 2336

Agenda Date: 02/03/2026

Attachments: JFD Lift Assist Fees Ordinance 2026.docx

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/26/2026	Jeff Carey	Approve	1/28/2026
1	2	1/27/2026	Todd Lenzie	Approve	1/28/2026
1	3	1/30/2026	Beth Beatty	Approve	1/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 112-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: William Evans, Chief of Police

SUBJECT:
Resolution Authorizing the Execution of a Memorandum of Understanding Between the City of Joliet and the Will County Sheriff's Office (WSCO)

BACKGROUND:
The purpose of the Memorandum of Understanding is to ensure the use of the incinerator to properly dispose of all substances and narcotics. Joliet Police Department confiscates a large number of controlled substances and illegal narcotics. The incinerator is a self-contained device that uses high temperatures to ensure that all combustible matter is completely oxidized, reducing the material to a minimal amount of ash and controlling harmful emissions. The Department currently uses an inefficient and outdated process; this MOU will allow us a better process at no cost.

RECOMMENDATION:
Based on the above, it is recommended the Mayor and City Council approve the Resolution to execute a Memorandum of Understanding with the Will County Sheriff's Office (WCSO).

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JOLIET AND WILL COUNTY SHERIFF'S OFFICE (WCSO)

WHEREAS, the City of Joliet seeks to partner with Will County Sheriff's Office (WCSO) to have access to equipment (incinerator); and

WHEREAS, it is necessary and appropriate for the City of Joliet and WCSO to enter into a Memorandum of Understanding (MOU) regarding the policies and procedures for the equipment (incinerator); and

WHEREAS, the proposed MOU is attached hereto and incorporated herein as Exhibit "A;" and

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached MOU regarding use of certain equipment is hereby adopted. The City Manager is authorized to execute the MOU for and on behalf of the City of Joliet.

SECTION 2: This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2026.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

Memorandum of Understanding

WHEREAS, the Will County Sheriff's Office (WCSO), located at 16911 W. Laraway Rd. Joliet, IL 60433, and _____ (Agency) located at _____, collectively referred to as "Parties" desire to enter into this Memorandum of Understanding (MOU) regarding use of certain equipment in the possession of WCSO effective _____(Effective Date); and

WHEREAS, WCSO is in possession of an incinerator designed to destroy controlled substances and illegal narcotics; and

WHEREAS, Agency is in need of an incinerator to properly dispose of controlled substances and illegal narcotics in possession of Agency; and

WHEREAS, it is in the best interest of WCSO, Agency, and their respective communities that the Parties cooperate as laid out herein to assure the proper destruction of controlled substances and illegal narcotics.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term:** The term of this MOU shall commence on the Effective Date and shall continue until termination by either Party as authorized herein.
2. **WCSO Obligations:** The following shall be the responsibility of WCSO under this MOU
    a. WCSO shall provide Agency with reasonable use of the incinerator when scheduled with prior notice, based on availability.
    b. Ensure staff is properly trained in use of the incinerator to ensure complete destruction of material in question.
    c. Provide a contact person for all inquiries related to this MOU.
    d. Maintain a log of items delivered and destroyed in the incinerator.
    e. Commence and complete all burns.
3. **Agency Obligations:** The following shall be the responsibility of Agency under this MOU
    a. Provide WCSO with reasonable advanced notice of request to use incinerator.
    b. Maintain reasonably detailed internal logs concerning the transport of controlled substances and illegal narcotics.

i. At a minimum such logs shall contain the date and time of delivery, the types of materials delivered and an approximate weight, the name of the delivering officer, and the name of the receiving individual at WCSO.
ii. These logs shall be maintained in accordance with the Local Records Act, 50 ILCS 205/1 *et seq.*

c. Fill out any logs required by WCSO staff.
d. Transport any material to be destroyed to the WCSO Public Safety Complex, 16911 W. Laraway Rd., Joliet, IL, or other place indicated by WCSO personnel.
    i. All transport must be conduct by Agency staff, no 3rd party deliveries will be accepted
e. Ensure at least one Agency staff member remains on site until the completion of the burn, unless otherwise directed by WCSO staff.
f. At no time should Agency staff enter the WCSO Public Safety Complex unless Agency is scheduled for a burn, or for other police business.
g. Under no circumstances shall Agency drop of any material it desires to be destroyed unless WCSO staff is present and agrees to accept the material.

4. **Maintenance:** WCSO is currently in possession of an incinerator, on which it will conduct routine maintenance and repair when it deems necessary. Agency shall be responsible for any damage responsible for any damage to the incinerator and its components due to material provided by Agency which is not suitable for destruction in the incinerator. WCSO may repair or replace incinerator at its sole election.
5. **Indemnity:** Agency shall indemnify and hold harmless WCSO, the County of Will, and their respective employees, officers, and agents for any damages, costs, or fees, including reasonable attorney's fees that are occasioned due to the incineration and disposal of materials provided by Agency. Nothing herein shall be construed to limit the indemnified entities and individuals from selecting counsel of their choosing or participating in their defense.
6. **Termination:** This MOU will terminate upon:
    a. 30 calendar days' written notice by either party, or
    b. Immediately upon the end of useful life of the incinerator and written notice by WCSO that a new incinerator will not be purchased.
7. **No Rights Created:** For avoidance of doubt, nothing herein creates an enforceable right on behalf of Agency, rather it lays out the conditions that must be met for use.
8. **Notices:** Any notice required herein must be in writing and delivered either by U.S. Mail or hand delivery to the following:

If to Agency:_____

_____

_____

_____

If to WCSO: Will County Sheriff's Office
Attn: Crime Scene Investigation Supervisor
16911 W Laraway Rd.
Joliet, Illinois 60433

Will County Sheriff	**Agency**
_____	_____
Mike Kelley	By:_____
Date:_____	Date:_____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 112-26

File ID: 112-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/12/2026

Department: **Final Action:**

Title: Resolution Authorizing the Execution of a Memorandum of Understanding Between the City of Joliet and the Will County Sheriff's Office (WSCO)

Agenda Date: 02/03/2026

Attachments: Resolution, MOU Incinerator.docx

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/26/2026	William Evans	Approve	1/26/2026
1	2	1/27/2026	Todd Lenzie	Approve	1/28/2026
1	3	1/27/2026	Beth Beatty	Approve	1/29/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 113-26 **Agenda Date:**2/3/2026

TO: Mayor and City Council

FROM: William Evans, Chief of Police

SUBJECT:
Resolution to Accept and Implement a Grant from the Illinois Department of Commerce and Economic Opportunity under Public Act 103-0006

BACKGROUND:
In October 2024, the Illinois Department of Commerce and Economic Opportunity notified the Joliet Police Department that $50,000 was appropriated from the General Revenue Fund. The funding agency provided no parameters other than that the funds were for “costs associated with the purchase of police drones”. The IDCEO's delay in awarding the grant is unexplained; however, they have now made the award with a tentative start date of 1/1/26 and a termination date of 12/31/2027.

Under this allocation, three larger-capacity drones and two smaller-capacity drones, along with corresponding ancillary equipment, will be purchased. They will enable the department to expand its drone program from its current fleet of 5 drones, including 1 large-capacity and 4 small-capacity drones. Currently, the department has fourteen trained pilots.

The IDCEO has approved the following budget:

Description	Count	Cost	Total
Large-capacity drone	3	$8,979	$26,937
Large-capacity drone battery	22	$325.41	$7,159.02
Intelligent battery	59	$6	$354
Large capacity drone lanyard	3	$39.99	$119.97
Small-capacity drone	2	$5,498	$10,996
Small-capacity drone battery kit	2	$659	$1,318
Small-capacity drone speaker	2	$159	$318
Small-capacity drone spotlight	2	$1,399	$2,798
Total			$49,999.99

CONCLUSION:
The budgeted items will help the Police Department access modern technology and improve operations across the department.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the attached Resolution authorizing the acceptance of an award from the Illinois Department of Commerce and Economic Opportunity.

RESOLUTION NO.

RESOLUTION TO ACCEPT AND IMPLEMENT A GRANT FROM THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY UNDER PUBLIC ACT 103-0006

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS FOLLOWS:

SECTION 1: That the Mayor of the City and Council authorize the City Manager to accept the grant from the Illinois Department of Commerce and Economic Opportunity.

SECTION 2: This Resolution shall take effect upon its passage.

PASSED this _____ day of _____, 2026

_____ _____

MAYOR CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Joliet

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Joliet (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

CITY OF JOLIET

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Beth Beatty

Printed Title: City Manager

Email: bbeatty@joliet.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on **01/01/2026** and expires on **12/31/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **$50,000.00**, of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement
Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1896 and the CSFA Name is Durable Movable Equipment. If applicable, the State Award Identification Number (SAIN) is 1896-62485.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **UKXHU6SJXLR9** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366088568** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

____	Individual	____	Pharmacy-Non Corporate
____	Sole Proprietorship	____	Pharmacy/Funeral Home/Cemetery Corp.
____	Partnership	____	Tax Exempt
____	Corporation (includes Not For Profit)	____	Limited Liability Company (select applicable tax
____	Medical Corporation		classification)
X	Governmental Unit	____	P = partnership
____	Estate or Trust	____	C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used

only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA)**. Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee

and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI

BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least $1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least $750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $750,000 in State-issued Awards, but expends at least $500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or

governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant any such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the

Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq*. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10 Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq*.) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

Grant funds will be utilized for all costs, including any that are prior-incurred, associated with the purchase of drones and corresponding permanently affixed ancillary equipment for the Grantee's Police Department's located at 150 West Washington Street in Joliet, and 7196 Caton Farm Road in Plainfield, Currently, the department maintains a team of five drones: four smaller units and one larger unit but has fourteen trained pilots.

The completion of this project will benefit the public by providing a safer vantage point, saving time, and improving situational awareness.

PROJECT WORK PLAN

The Grantee shall administer the project as outlined in the Grantee's Project Work Plan approved by the Grantor. The Project Work Plan may be modified with Grantor approval throughout the Term of this Agreement. The Project Work Plan, once approved by Grantor, and any modifications thereto, are incorporated fully by reference into this Agreement.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards

Title: Director

Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Beth Beatty

Title: City Manager

Address: 150 W JEFFERSON ST
Joliet, IL 60432-4148

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Jessica Maddox
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-785-9966
TTY#: (800) 785-6055
Email Address: Jessica.Maddox@Illinois.gov

GRANTEE CONTACT

Name: Maria Hernandez Green
Title: Special Projects Coordinator
Address: 150 W JEFFERSON ST
Joliet, IL 60432-4148
Phone: 815-724-3217
TTY#: N/A
Email Address: mgreen@joliet.gov

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (*See* **PART TWO**, ARTICLE XXIII):

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: CEO.GrantHelp@Illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT AND REFUNDS—PROGRAM ACCOUNTANT

Name: Sam Huston
Email: samuel.huston@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.208:

ICQ Section:	03 - Financial and Programmatic Reporting
Conditions:	Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.
Timeframe:	One year.

Programmatic Risk Assessment (PRA)

1. PRA Section:	**Financial Stability:**
1a. Conditions:	Requires more detailed and more frequent programmatic reporting;
2. Reason Imposed:	Medium or High Risk increases likelihood of non-compliance.
3. Action Needed to Remove:	Entity must demonstrate ability to comply with requirements.
4. Timeframe:	Agency re-examines annually.
5. Method for reconsideration:	Written Request.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII
AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV
ADDITIONAL MONTORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(12), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but result in an increase of ten percent (10%) or more to any expenditure category of the current approved Budget, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity

associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Grant Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq*. (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A**, **B** and **D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A**, **B** and **D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

(a) Cash payment of the entirety or a portion of the real property acquisition;

(b) Cash Payment of a down payment for the acquisition;

(c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or

(d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

ARTICLE XXXIII
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 *et seq.*). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 *et seq.*). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 *et seq.*). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 *et seq.*). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, “Personal Information” shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 (“PIPA”).

(b) Protection of Personal Information. The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

April 2026

- Quarterly Periodic Financial Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

February 2027

- Quarterly Periodic Financial Report (02/01/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (02/01/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager

April 2027

- Quarterly Periodic Financial Report (04/30/2027) - Covering Period of 01/01/2027 - 03/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2027) - Covering Period of 01/01/2027 - 03/31/2027; Send To: Grant Manager

July 2027

- Quarterly Periodic Financial Report (07/30/2027) - Covering Period of 04/01/2027 - 06/30/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2027) - Covering Period of 04/01/2027 - 06/30/2027; Send To: Grant Manager

November 2027

- Quarterly Periodic Financial Report (11/01/2027) - Covering Period of 07/01/2027 - 09/30/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/01/2027) - Covering Period of 07/01/2027 - 09/30/2027; Send To: Grant Manager

January 2028

- Quarterly Periodic Financial Report (01/31/2028) - Covering Period of 10/01/2027 - 12/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/31/2028) - Covering Period of 10/01/2027 - 12/31/2027; Send To: Grant Manager

February 2028

- End of grant Closeout Financial Report (02/14/2028) - Covering Period of 01/01/2026 - 12/31/2027; Send To: Grant Manager
- End of grant Closeout Performance Report (02/14/2028) - Covering Period of 01/01/2026 - 12/31/2027; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
_____	Illinois Dept. of Natural Resources	_____	_____
_____	Illinois Environmental Protection Agency	_____	_____
X	NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq*.

(3) External Sign-Off Provisions:

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.

c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.). Grantee shall comply with all requirements of the Prevailing

Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of $500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq*.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act: In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity			State FY:	2026
Grantee:	City of Joliet			UEI #:	UKXHU6SJXLR9
NOFO Number:		CSFA Number:	420-00-1896	Grant Number:	25-203075
CSFA Description:	Durable Movable Equipment				

Section A: State of Illinois Funds	Summary	Detail
Revenues		
State of Illinois Grant Amount Requested	$50,000.00	
Budget Expenditure Categories		
1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	$50,000.00	
1217 EQUIPMENT/MATERIAL/LABOR		$50,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	$50,000.00	$50,000.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	$50,000.00	$50,000.00

Grantee: City of Joliet

NOFO Number: 0

Grant Number: 25-203075

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organziation must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 15% modified total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) | Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) | Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).

2b) | Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) | Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 15% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.

4) | For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

| is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

| complies with other statutory policies. **Rate:** ____ %

5) | No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: ____ To: ____ Approving Federal or State Agency: ____

Indirect Cost Rate: ____ % The Distribution Base Is: ____

Grantee: City of Joliet

NOFO Number: 0

Grant Number: 25-203075

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization:		Institution/Organization:	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Phone:		Phone:	
Date:		Date:	

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

Conflict of Interest Disclosure

Award applicants and recipients of awards from the State of Illinois (collectively referred to herein as "Grantee") must disclose in writing to the awarding State agency any actual or potential conflict of interest that could affect the State award for which the Grantee has applied or has received. See 30 ILCS 708/35; 44 Ill. Admin Code § 7000.40(b)(3); 2 CFR § 200.112. A conflict of interest exists if an organization's officers, directors, agents, employees and/or their spouses or immediate family members use their position(s) for a purpose that is, or gives the appearance of, being motivated by a desire for a personal gain, financial or nonfinancial, whether direct or indirect, for themselves or others, particularly those with whom they have a family business or other close associations. In addition, the following conflict of interest standards apply to governmental and non-governmental entities.

Definitions:

Governmental Entity. If the Grantee is a governmental entity, no officer or employee of the Grantee, member of its governing body or any other public official of the locality in which the award objectives will be carried out shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

Non-governmental Entity. If the Grantee is a non-governmental entity, no officer or employee of the Grantee shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

The Grantee shall also establish safeguards, evidenced by policies, rules and/or bylaws, to prohibit employees or officers of Grantee from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee has a continuing duty to immediately notify the Department of Commerce and Economic Opportunity (the "Department") in writing of any actual or potential conflict of interest, as well as any actions that create or which appear to create a conflict of interest.

Are there any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied?

☐ No ☐ Yes

If there are any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied, please describe them all here:

If the Grantee provided information above regarding a current potential conflict of interest or any actions that create or appear to create a conflict of interest, the Grantee must immediately provide documentation to the applicable Department grant manager to support that the potential conflict of interest was appropriately handled by the Grantee's organization. If at any later time, the Grantee becomes aware of any actual or potential conflict of interest, the Grantee must notify the Department's grant manager immediately, and provide the same type of supporting documentation that describes how the conflict situation was or is being resolved.

Supporting documentation should include, but is not limited to, the following: the organization's bylaws; a list of board members; board meeting minutes; procedures to safeguard against the appearance of personal gain by the organization's officers, directors, agents, and family members; procedures detailing the proper internal controls in place; timesheets documenting time spent on the award; and bid documents supporting the selection of the contractor involved in the conflict, if applicable.

By signing this document, below, as the duly authorized representative of Grantee, I hereby certify that:

- All of the statements in this Conflict of Interest Disclosure form are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001).
- If I become aware of any situation that conflicts with any of the representations herein, or that might indicate a potential conflict of interest or create the appearance of a conflict of interest, I or another representative from my organization will immediately notify the Department's grant manager for this award.
- I have read and I understand the requirements for the Conflict of Interest Disclosure set forth herein, and I acknowledge that my organization is bound by these requirements.

Grantee Organization (Company Name):

Signature of Authorized Representative

Date

Printed Title (Authorized Signator Title):

Printed Name (Authorized Signator Name):

CSFA Number

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 113-26

File ID: 113-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 01/20/2026

Department: **Final Action:**

Title: Resolution to Accept and Implement a Grant from the Illinois Department of Commerce and Economic Opportunity under Public Act 103-0006

Agenda Date: 02/03/2026

Attachments: Resolution, Drone Grant.pdf, Grant Drone Budget.xlsx, Drone Conflict of Interest Disclosure.pdf

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/26/2026	William Evans	Approve	1/26/2026
1	2	1/27/2026	Todd Lenzie	Approve	1/28/2026
1	3	1/30/2026	Beth Beatty	Approve	1/29/2026