City of Joliet

Pre-Council Meeting

Meeting Agenda

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

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

Monday, August 4, 2025 **5:30 PM** **City Hall, Council Chambers**

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

ROLL CALL:

MAYOR:

APPROVAL OF AGENDA:

CITIZENS TO BE HEARD ON AGENDA ITEMS:

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

APPOINTMENTS:

COUNCIL COMMITTEE REPORTS:

Legislative

Public Safety

Public Service

CONSENT AGENDA:

Invoices to be Paid

Attachments: Invoices 08.05.25.pdf
Approver Report

Award of Contract for the 2025 Hickory - Spring Creek Cleaning Project to Gregg W. Dobczyk Excavating in the Amount of $130,000.00 **415-25**

Attachments: Approver Report

Award of Contract for the 2025-2027 Native Landscaping Maintenance and Restoration Project to McGinty Bros., Inc. in the Amount of $180,733.50 **416-25**

Attachments: City of Joliet 2025 to 2027 Native Maintenance_Signed Contract.pdf
Approver Report

Approval of the Purchase of One (1) Ford F-550 Dump Body Truck from Ron Tirapelli Ford, Inc. in the Amount of $88,288.70 **417-25**

Attachments: Approver Report

Approval of Purchase of HazMat Project Specific Up Fit from EZ Stak LLC in the Amount of $42,662.08 **418-25**

Attachments: Approver Report

Approval of a Sole Source Agreement with Blue Line Professional Consultants, LLC **419-25**

Attachments: 2026 contract Blue Line Professionals.pdf
Approver Report

Award of Professional Services Contract with Frost Solutions, LLC to provide Roadway Temperature Sensors for 2025-2029 in the Annual Amount of $38,346.00 **420-25**

Attachments: Approver Report

Approval of Change Order No. 1 for the Black Road Acres Phase 2 Water Main Improvements Project to Lex Cox & Sons Excavating for a Decreased Amount of ($378,659.53) and Pay Estimate No. 2 and Final in the Amount of $1,462,680.70 **421-25**

Attachments: Approver Report

Approval of Change Order No. 2 for the Joliet Street / Ottawa Street Streetscape Repair Project to PT Ferro Construction Co. for a Deduction in the Amount ($32,087.08) and Payment Estimate No. 2 and Final in the Amount of $5,874.73 **422-25**

Attachments: Approver Report

Authorization to Fund Draw 12 for Tax Increment Financing District #7 in the Amount of $206,179.90 **423-25**

Attachments: RRC Draw 12.pdf
Approver Report

Approval of Biosolids Application Spring Lease Payments to Jackie Stunkel in the Amount of $71,400.00, to Homerding Family Farms LLC in the Amount of $57,000.00, and to James Fleishman in the Amount of $51,600.00 **424-25**

Attachments: biosolids agreements.pdf
signed spring stunkel.pdf
signed spring lease homerding.pdf
signed spring fleishman.pdf
Approver Report

Authorization to Award Contract Extensions for Property & Casualty Insurance Coverage in the Amount of $338,088.57 **425-25**

Attachments: Approver Report

AGENDA ITEM:

Approval of Change Order No. 1 for the Russell Street (Highland Avenue - Clement Street) Roadway Project- MFT Section No. 24-00564-00-FP to Austin Tyler Construction Inc. for a Deduction in the Amount of ($29,442.65) and Payment Estimate No. 2 and Final in the Amount of $4,216.55 **427-25**

Attachments: Approver Report

LICENSES AND PERMIT APPLICATIONS:

PUBLIC HEARINGS:

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

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinances Associated with Cadence Crossings, Unit 1 Subdivision **429-25**

Ordinance Approving the Final Plat of Cadence Crossings, Unit 1 Subdivision (FP-2-25)

Ordinances Approving the Recording Plat for Cadence Crossings, Unit 1 Subdivision (RP-6-25)

Attachments: Ordinance - Final Plat Cadence Unit 1.docx
Final Plat
Ordinance - Recording Plat Cadence Unit 1.docx
Recording Plat
FP-2-25 (Cadence Unit 1) Staff Report Packet.pdf
Plan Commission Meeting Minutes 06.19.25.pdf
City Council Minutes - Dec.21.2021.pdf
City Council Minutes - Nov.7.2023.pdf
City Council Minutes - Jan.16.2024.pdf
Approver Report

Ordinance Approving the Preliminary Planned Unit Development of Luna Estates (PUD-4-25) **430-25**

Attachments: Ordinance - Preliminary PUD Luna Estates.docx
Preliminary Plat PUD Luna Estates.pdf
Plan Commission Staff Report Packet PUD-4-25 Luna Estates.pdf
Plan Commission Minutes 06-19-25.pdf
Approver Report

Ordinance Authorizing the Assignment of the Chicago Water Supply Agreement, Related Easements, and Ancillary Permits and Approvals to the Grand Prairie Water Commission **431-25**

Attachments: Joliet-Ordinance to Assign Chicago Water Supply Agreement and Ancillaries to GPWC.docx
Exhibit 1 Joliet-Chicago-GPWC-Assgnmt and Amdmt of WSA.pdf
Exhibit 2 Durkin Construction Easement-Chicago Park District-GPWC.pdf
Approver Report

RESOLUTIONS:

Resolution Authorizing the Execution of a Memorandum of Understanding and Agreement and Business Associate Agreement Between the City of Joliet and the Will County Community Health Center **433-25**

Attachments: Resolution
Will County - COJ -JFD community paramedic program -MOU - 7-2025.docx
Business Associate Agreement - Will County Joliet.docx
Approver Report

Resolution Authorizing Acceptance of the Tobacco Enforcement Program Grant **434-25**

Attachments: Resolution
Tobacco Enforcement Grant 2025.pdf
Approver Report

Resolution Authorizing a FOID Enforcement Grant Program Agreement Between the State of Illinois and the City of Joliet **435-25**

Attachments: Resolution
FOID Grant 2025.pdf
Approver Report

Resolution Authorizing an Intergovernmental Licensing Agreement with Pace **436-25**

Attachments: Resolution
20250715 PACE Building Intergovernmental Agreement.docx
Approver Report

Resolution Authorizing the City Manager to Execute Lease Agreements for 10 S. Chicago Street and 9 Osgood Street. **437-25**

Attachments: Resolution
2025 9 Osgood Lease - Exhibit B.pdf
2025 10 S. Chicago Lease - Exhibit A.pdf
Approver Report

Resolution Approving a License Agreement Between the City of Joliet and 311 Ottawa Building LLC for the Use of a City Owned Parking Facility **438-25**

Attachments: Resolution
Bays Riverwall Parking Agreement.docx
Approver Report

Resolution Accepting a Grant of Permanent Easement on Essington Road (Adesso Ln. - Galena Dr.) from ComEd for the Twin Oaks Phase 1 Water Main Improvements Project **439-25**

Attachments: Resolution
Joliet ComEd Twin Oaks WMRP Easement.pdf
Approver Report

CITY MANAGER:

PUBLIC COMMENTS:

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

CLOSED SESSION to discuss the following subjects:

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

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

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

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

ADJOURNMENT:

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

Memo

File #:

Agenda Date:8/5/2025

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City of Joliet

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
13157 1-800 BOARDUP OF JOLIET										
14580		08/05/2025			1,398.48		08/05/2025	INV	APP	BOARD
CHECK DATE:										
18693 311 OTTAWA BUILDING LLC										
2025 GRANT		08/05/2025			75,000.00		08/05/2025	INV	APP	CCP'S
CHECK DATE:										
15833 A DENOVI SERVICE INC										
41471		08/05/2025			541.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
41532		08/05/2025			540.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
					1,081.00					
17355 A.N.T. PEST CONTROL INC										
15213		08/05/2025			172.00		08/05/2025	INV	APP	EXTERM
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15473		08/05/2025			175.00		08/05/2025	INV	APP	PEST C
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					347.00					
15547 ACTION TRUCK PARTS INC										
0002A134993		08/05/2025			226.76		08/05/2025	INV	APP	PARTS
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18274 ADVANCED APPRAISALS ASSOCIATES INC										
250704		08/05/2025			525.00		08/05/2025	INV	APP	PROPER
CHECK DATE:										
56 AIR ONE EQUIPMENT, INC										
222519	25000584	08/05/2025			85,147.00		08/05/2025	INV	APP	NOZZLE
CHECK DATE:										
223159	25000082	08/05/2025			39,931.00		08/05/2025	INV	APP	PURCHA
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223231		08/05/2025			4,156.00		08/05/2025	INV	APP	FIRE B
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VENDOR INVOICE LIST

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CHECK DATE:										
223769		08/05/2025			1,062.00		08/05/2025	INV	APP	MAINTE
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					133,541.00					
11203 AIRGAS WEST JOLIET										
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9163233310		08/05/2025			44.76		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					5,242.69					
14157 AIRYS INC										
51503	25000652	08/05/2025			922,232.70		08/05/2025	INV	APP	Hickor
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11858 AL WARREN OIL COMPANY INC										
W1744656	25000102	08/05/2025			20,764.97		08/05/2025	INV	APP	Diesel
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VENDOR INVOICE LIST

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18347 TGS DIGITAL SOLUTIONS INC										
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CHECK DATE:										
3822 ALLIED LANDSCAPING INC										
11936	25000533	08/05/2025			2,568.80		08/05/2025	INV	APP	2025 P
CHECK DATE:										
16183 ALLIED UNIVERSAL SECURITY SERVICES										
17227130	25000245	08/05/2025			11,195.28		08/05/2025	INV	APP	UNARME
CHECK DATE:										
17227131	25000245	08/05/2025			11,800.21		08/05/2025	INV	APP	UNARME
CHECK DATE:										
					22,995.49					
11433 ALPHA BUILDING MAINTENANCE SVC										
23616 CJ		08/05/2025			916.20		08/05/2025	INV	APP	CLEANI
CHECK DATE:										
16939 ALPHA MEDIA LLC										
1661650-1		08/05/2025			1,332.00		08/05/2025	INV	APP	RADIO
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VENDOR INVOICE LIST

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					2,821.12					
15576 AMAZON CAPITAL SERVICES										
114W-CYT9-1K7V		08/05/2025			11.22		08/05/2025	INV	APP	OFFICE
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163R--7MWV-P1GG		08/05/2025			296.91		08/05/2025	INV	APP	PARTS
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16CL-63HN-NGHM		08/05/2025			16.10		08/05/2025	INV	APP	SUPPLI
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16CT-LJDX-KHX7		08/05/2025			101.36		08/05/2025	INV	APP	SUPPLI
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173N-G6JJ-FGH1		08/05/2025			133.99		08/05/2025	INV	APP	POE IN
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17C1-W1RJ-XRV9		08/05/2025			67.46		08/05/2025	INV	APP	OFFICE
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VENDOR INVOICE LIST

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17VJ-WVKF-TVGJ		08/05/2025			58.59		08/05/2025	INV	APP	LABELS
CHECK DATE:										
1911-H1C3-W7CY		08/05/2025			70.09		08/05/2025	INV	APP	OFFICE
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194X-DKRK-7LLM		08/05/2025			19.99		08/05/2025	INV	APP	PARTS
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19Y4-TL7L-HCPC		08/05/2025			456.00		08/05/2025	INV	APP	PORTAB
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1C74-LHNC-PC99		08/05/2025			31.44		08/05/2025	INV	APP	SUPPLI
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1CGP-333R-WV4M		08/05/2025			24.54		08/05/2025	INV	APP	PARTS
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1CVV-YV7G-71FQ		08/05/2025			649.98		08/05/2025	INV	APP	SCANNE
CHECK DATE:										
1D4X-4GXD-FHCF		08/05/2025			115.00		08/05/2025	INV	APP	INSPEC
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1D71-L1YT-7TN4		08/05/2025			177.31		08/05/2025	INV	APP	SUPPLI
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1DH4-GT61-G1GK		08/05/2025			17.98		08/05/2025	INV	APP	ADMIN
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1DNT-Q7TQ-MJDH		08/05/2025			25.97		08/05/2025	INV	APP	PARTS
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VENDOR INVOICE LIST

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CHECK DATE:										
1FT9-TWKN-DKWT		08/05/2025			249.75		08/05/2025	INV	APP	CHARGI
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1G7G-RCJQ-FHWN		08/05/2025			59.99		08/05/2025	INV	APP	OFFICE
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1GTY-VQLM-11RG		08/05/2025			161.23		08/05/2025	INV	APP	PD INT
CHECK DATE:										
1HDQ-Y7VN-4F9X		08/05/2025			113.96		08/05/2025	INV	APP	CERT S
CHECK DATE:										
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CHECK DATE:										
1JKX-CMFX-PLMT		08/05/2025			1,716.08		08/05/2025	INV	APP	PAPER
CHECK DATE:										
1JP9-PTWT-X31D		08/05/2025			33.55		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1K9V-3VPL-C4H1		08/05/2025			166.83		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
1KCF-HMY1-1R79		08/05/2025			67.76		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
1KFN-TRTC-6VG6		08/05/2025			404.35		08/05/2025	INV	APP	BANKER
CHECK DATE:										
1L6G-FPRT-Q4R4		08/05/2025			53.99		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
1LN7-WRGR-4PY7		08/05/2025			49.56		08/05/2025	INV	APP	PARTS
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1LNP-GRGP-FDXR		08/05/2025			83.23		08/05/2025	INV	APP	OFFFIC
CHECK DATE:										
1LYC-YJTC--PPPL		08/05/2025			13.99		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1M3X-V4VP-XFJ6		08/05/2025			-26.49		08/05/2025	CRM	APP	CREDIT

VENDOR INVOICE LIST

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CHECK DATE:										
1M63-L79D-7CJN		08/05/2025			59.98		08/05/2025	INV	APP	SCREEN
CHECK DATE:										
1MLK-DMXR-LXW7		08/05/2025			48.46		08/05/2025	INV	APP	TONER
CHECK DATE:										
1N7J-F3TH-RXTR		08/05/2025			13.58		08/05/2025	INV	APP	CAR CO
CHECK DATE:										
1NCF-C6YJ-Y7FQ		08/05/2025			363.02		08/05/2025	INV	APP	LITES
CHECK DATE:										
1NKV-VCXL-FWJP		08/05/2025			14.19		08/05/2025	INV	APP	OFF SU
CHECK DATE:										
1NPW-R1V1-KFXN		08/05/2025			210.00		08/05/2025	INV	APP	EMERGE
CHECK DATE:										
1NW7-LTQT-WJVD		08/05/2025			512.35		08/05/2025	INV	APP	RUGGED
CHECK DATE:										
1P6V-J74H-3X97		08/05/2025			367.61		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
1P9Q-TJP7-GGN7		08/05/2025			1,542.83		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1PFH-NVQ4-Q4H9		08/05/2025			264.71		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1PL6-LQJT-739R		08/05/2025			106.49		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1Q6R-FFY6-J7VH		08/05/2025			31.15		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1QD7-4PRL-64FN		08/05/2025			218.99		08/05/2025	INV	APP	CERT C
CHECK DATE:										
1QVR-JN3T-M3WG		08/05/2025			273.64		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1QXF-RQMQ-RFRK		08/05/2025			322.97		08/05/2025	INV	APP	CABINE
CHECK DATE:										
1RHD-PY4V-KJ9W		08/05/2025			107.78		08/05/2025	INV	APP	LAWN M
CHECK DATE:										
1RLQ-HWYV-RHNP		08/05/2025			39.36		08/05/2025	INV	APP	EMS SU
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1RPP-FTQF-GKYR		08/05/2025			11.17		08/05/2025	INV	APP	PENS
CHECK DATE:										
1T4J-47QF-6XM4		08/05/2025			18.90		08/05/2025	INV	APP	I-PAD
CHECK DATE:										
1TCL-KC4K-73XY		08/05/2025			43.99		08/05/2025	INV	APP	EMS SU
CHECK DATE:										
1TF3-KYFW-X4TG		08/05/2025			47.98		08/05/2025	INV	APP	SMALL
CHECK DATE:										
1TGD-VM6Q-47KL		08/05/2025			62.17		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1VCF-NP6V-6WDM		08/05/2025			43.85		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1VKM-G3JK-VJJC		08/05/2025			73.95		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1VWT-D4X1-FM7J		08/05/2025			34.98		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1VXX-CTD4-MV3D		08/05/2025			59.07		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1W1K-JFWD-9YYY		08/05/2025			1,577.92		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1W1K-JFWD-R67D		08/05/2025			84.64		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1W3R-6NNR-94W4		08/05/2025			740.00		08/05/2025	INV	APP	PUBLIC
CHECK DATE:										
1WHM-LFJY-64WC		08/05/2025			335.80		08/05/2025	INV	APP	BOOKS
CHECK DATE:										
1WQL-G4R3-XY7L		08/05/2025			198.72		08/05/2025	INV	APP	COIN B
CHECK DATE:										
1WVL-XLVY-M6DW		08/05/2025			57.29		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1WVY-MFPK-GWKG		08/05/2025			38.86		08/05/2025	INV	APP	DOOR A
CHECK DATE:										
1X36-QC6W-4VDJ		08/05/2025			108.61		08/05/2025	INV	APP	PRINTI
CHECK DATE:										
1X3T-TTLF-KCFG		08/05/2025			54.99		08/05/2025	INV	APP	KEYBOA
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1XD7-F4X6-NWCX		08/05/2025			108.79		08/05/2025	INV	APP	TRAILE
CHECK DATE:										
1XGD-WNFM-PQKC		08/05/2025			6.11		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
1Y9W-MTP1-NXDM		08/05/2025			367.61		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
					16,003.53					
17855 AMERICAN HOIST & MANLIFT INC										
31793		08/05/2025			62.50		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
40567	25000250	08/05/2025			1,833.00		08/05/2025	INV	APP	2024 E
CHECK DATE:										
40617		08/05/2025			312.25		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
					2,207.75					
15915 AMS MECHANICAL SYSTEMS INC										
18516-2		08/05/2025			468.00		08/05/2025	INV	APP	MAINTE
CHECK DATE:										
18613-2		08/05/2025			468.00		08/05/2025	INV	APP	MAINTE
CHECK DATE:										
200519-01		08/05/2025			2,560.00		08/05/2025	INV	APP	INSPEC
CHECK DATE:										
200936-01		08/05/2025			875.00		08/05/2025	INV	APP	LIFE S
CHECK DATE:										
806793-1		08/05/2025			655.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
807175-01		08/05/2025			855.00		08/05/2025	INV	APP	SPRINK
CHECK DATE:										
					5,881.00					
18389 AMUNDSEN DAVIS, LLC										
3068562		08/05/2025			3,275.00		08/05/2025	INV	APP	JUNE 2
CHECK DATE:										
825059		08/05/2025			16,352.50		08/05/2025	INV	APP	JUNE 2
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					19,627.50					
13615 ANCHOR MECHANICAL INC										
i3582-43JW	25000376	08/05/2025			10,809.00		08/05/2025	INV	APP	2025 H
CHECK DATE:										
NW25-0786	25000727	08/05/2025			77,996.00		08/05/2025	INV	APP	AIR CO
CHECK DATE:										
					88,805.00					
17440 ASBESTOS PROJECT MANAGEMENT										
250421		08/05/2025			3,800.00		08/05/2025	INV	APP	ASBEST
CHECK DATE:										
11716 A T & T										
815 Z99-0132 883 7		08/05/2025			133.45		08/05/2025	INV	APP	BACKUP
CHECK DATE:										
15933 AT&T CORP/ACC BUSINESS										
831-001-5136 850		08/05/2025			1,491.58		08/05/2025	INV	APP	TELECO
CHECK DATE:										
831-001-5294 311		08/05/2025			1,002.29		08/05/2025	INV	APP	TELECO
CHECK DATE:										
					2,493.87					
17992 AT&T MOBILITY II LLC										
287313801242		08/05/2025			72.48		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
11591 AUSTIN TYLER CONSTRUCTION INC										
2412.08	25000369	08/05/2025			789,813.98		08/05/2025	INV	APP	Plainf
CHECK DATE:										
2444-10	25000570	08/05/2025			1,272,986.92		08/05/2025	INV	APP	Chgo S
CHECK DATE:										
2505-01	25000648	08/05/2025			861,303.03		08/05/2025	INV	APP	Emeral
CHECK DATE:										
2506-01	25000649	08/05/2025			899,691.36		08/05/2025	INV	APP	Upper
CHECK DATE:										
2507-03	25000650	08/05/2025			800,677.81		08/05/2025	INV	APP	Broadw

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
DEKALB-PAY5&FIN-A	25000468	08/05/2025			350.00		08/05/2025	INV	APP	Dekalb
CHECK DATE:										
DEKALB-PAY5&FINAL	25000468	08/05/2025			19,435.61		08/05/2025	INV	APP	Dekalb
CHECK DATE:										
PO #25-000613-00		08/05/2025			1,470,079.19		08/05/2025	INV	APP	REBUIL
CHECK DATE:										
					6,114,337.90					
17733 AVOLVE SOFTWARE CORP										
9461	25000752	08/05/2025			18,360.00		08/05/2025	INV	APP	AVOLVE
CHECK DATE:										
13824 AZAVAR AUDIT SOLUTIONS INC										
157854		08/05/2025			909.92		08/05/2025	INV	APP	COMED
CHECK DATE:										
158771		08/05/2025			14,532.00		08/05/2025	INV	APP	QUARTE
CHECK DATE:										
					15,441.92					
11496 B&H TECHNICAL SERVICES INC										
7-187		08/05/2025			1,073.80		08/05/2025	INV	APP	MAINTE
CHECK DATE:										
7-23MA25		08/05/2025			135.00		08/05/2025	INV	APP	PLOTTE
CHECK DATE:										
7-372MR		08/05/2025			8.10		08/05/2025	INV	APP	COLORW
CHECK DATE:										
					1,216.90					
207 BARRETTS HARDWARE & INDUS										
3260289		08/05/2025			6.98		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3260305		08/05/2025			193.28		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
3260347		08/05/2025			289.92		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
3260473		08/05/2025			74.07		08/05/2025	INV	APP	METER
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
3260580		08/05/2025			313.45		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
3260597		08/05/2025			-44.23		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3260598		08/05/2025			143.00		08/05/2025	INV	APP	UNIFOR
CHECK DATE:										
3260599		08/05/2025			163.81		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					1,140.28					
210 BARTON CARROLL'S INC										
BCI-I06335		08/05/2025			110.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
7112 BAXTER & WOODMAN INC										
0273209	25000270	08/05/2025			1,380.00		08/05/2025	INV	APP	2025 M
CHECK DATE:										
0273771	25000547	08/05/2025			631.88		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
					2,011.88					
17163 BEARY LANDSCAPE MANAGEMENT										
18731	25000680	08/05/2025			19,500.00		08/05/2025	INV	APP	2025-2
CHECK DATE:										
12954 BG PRODUCTS OF ILLINOIS										
JJC5529-IN		08/05/2025			1,094.40		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
18951 BLUE SHEPHERD DESIGNS LLC										
2025-071		08/05/2025			1,500.00		08/05/2025	INV	APP	SLATE
CHECK DATE:										
18337 BOOKER, BRYSON										
07/03/2025		08/05/2025			1,065.00		08/05/2025	INV	APP	STAGEH
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
18957 BORDERLESS STUDIO LLC										
250005-01		08/05/2025			19,955.78		08/05/2025	INV	APP	CHOICE
CHECK DATE:										
10116 BOUND TREE MEDICAL										
85822290		08/05/2025			341.85		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
15486 BRANDT EXCAVATING INC										
2848-0125-PAY#1	25000638	08/05/2025			394,263.69		08/05/2025	INV	APP	Krings
CHECK DATE:										
18331 BRONCO LANDSCAPING LLC										
0000137		08/05/2025			100.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
0000152		08/05/2025			150.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
0000154		08/05/2025			150.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
0000155		08/05/2025			150.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
0000156		08/05/2025			175.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
					725.00					
18954 BUDGET BLINDS OF SHOREWOOD										
2212		08/05/2025			3,855.96		08/05/2025	INV	APP	BLINDS
CHECK DATE:										
14050 BURRIS EQUIPMENT CO										
PS3021283-2		08/05/2025			604.96		08/05/2025	INV	APP	PARTS
CHECK DATE:										
PS3021340-1		08/05/2025			148.14		08/05/2025	INV	APP	PARTS
CHECK DATE:										
PS3021403-1		08/05/2025			619.37		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					1,372.47					
10702 CARLIN HORTICULTURAL SUPPLY										
5015669-00		08/05/2025			1,652.62		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
18603 CARMINE, ELANA										
2025 DRAMA CAMP		08/05/2025			2,500.00		08/05/2025	INV	APP	CAMP D
CHECK DATE:										
11714 CASE LOTS INC										
2067		08/05/2025			4,654.75		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
18601 CAVANAUGH & ASSOCIATES PA										
WE.24.011-12	25000494	08/05/2025			35,775.00		08/05/2025	INV	APP	PSA 20
CHECK DATE:										
15568 CDM SMITH INC										
90238467		08/05/2025			18,058.75		08/05/2025	INV	APP	I-80 C
CHECK DATE:										
7617 CDWG COMPUTER CENTERS										
AE86J7Y		08/05/2025			574.02		08/05/2025	INV	APP	PRINTE
CHECK DATE:										
13985 CENTRAL CLEANERS INC										
0007327		08/05/2025			88.00		08/05/2025	INV	APP	PROFES
CHECK DATE:										
18971 CHAVEZ, ARTHUR										
2025 DRAMA CAMP		08/05/2025			1,000.00		08/05/2025	INV	APP	CAMP C
CHECK DATE:										
440 CHICAGO COMMUNICATIONS LLC										
362393	25000661	08/05/2025			6,282.67		08/05/2025	INV	APP	REWIRI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
362579		08/05/2025			522.50		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
362580		08/05/2025			852.50		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
362694		08/05/2025			252.90		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
					7,910.57					
17187 RUGGER BARD INC										
CHICAGO STREET PUB		08/05/2025			8,033.88		08/05/2025	INV	APP	BUSINE
CHECK DATE:										
13667 CINTAS CORPORATION NO 2 UNIFORMS										
4235101774		08/05/2025			58.89		08/05/2025	INV	APP	MAINT
CHECK DATE:										
4235915457		08/05/2025			159.06		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
4236231659		08/05/2025			267.51		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
4236553583		08/05/2025			159.06		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
4236563508		08/05/2025			58.89		08/05/2025	INV	APP	MAINT
CHECK DATE:										
4236974505		08/05/2025			267.51		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
4237702501		08/05/2025			267.51		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
4238008692		08/05/2025			58.89		08/05/2025	INV	APP	MAINT
CHECK DATE:										
					1,297.32					
13383 CINTAS FIRE PROTECTION										
0F94748344		08/05/2025			901.79		08/05/2025	INV	APP	FIRE E
CHECK DATE:										
0F94748741		08/05/2025			1,569.96		08/05/2025	INV	APP	STA 1
CHECK DATE:										
0F94753522		08/05/2025			1,241.32		08/05/2025	INV	APP	HYDROT
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
0F94756703		08/05/2025			333.88		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
					4,046.95					
11432 CIT GROUP INC										
111P559146		08/05/2025			5,726.46		08/05/2025	INV	APP	PARTS
CHECK DATE:										
111P560795		08/05/2025			4,939.51		08/05/2025	INV	APP	PARTS
CHECK DATE:										
111P561201		08/05/2025			154.76		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					10,820.73					
11067 CIVILTECH ENGINEERING, INC										
3468-28	25000411	08/05/2025			12,236.39		08/05/2025	INV	APP	PH II
CHECK DATE:										
3678-35	25000501	08/05/2025			41,192.74		08/05/2025	INV	APP	Joliet
CHECK DATE:										
3679-24	25000464	08/05/2025			2,509.31		08/05/2025	INV	APP	Chgo S
CHECK DATE:										
3779-26	25000465	08/05/2025			2,817.82		08/05/2025	INV	APP	PES Ph
CHECK DATE:										
					58,756.26					
15245 CLARK BAIRD SMITH LLP										
2146		08/05/2025			2,785.00		08/05/2025	INV	APP	MAY 20
CHECK DATE:										
5602 CLARKE ENVIRONMENTAL MOSQUITO										
001036842	25000098	08/05/2025			36,845.00		08/05/2025	INV	APP	2025 M
CHECK DATE:										
18610 CLEAR ARMOR LLC										
3988	25000081	08/05/2025			36,461.25		08/05/2025	INV	APP	GLASS
CHECK DATE:										
14112 CLS BACKGROUND INVESTIGATIONS										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
14051		08/05/2025			811.50		08/05/2025	INV	APP	BACKGR
CHECK DATE:										
10220 COMCAST										
246045677		08/05/2025			3,684.95		08/05/2025	INV	APP	COMCAS
CHECK DATE:										
546 CONSTRUCTION BY CAMCO INC										
2778-0124-PMT5 FINAL	25000505	08/05/2025			644,785.58		08/05/2025	INV	APP	Garnse
CHECK DATE:										
13860 COPS TESTING SERVICE INC										
1581		08/05/2025			1,175.00		08/05/2025	INV	APP	TESTIN
CHECK DATE:										
1593		08/05/2025			175.00		08/05/2025	INV	APP	TESTIN
CHECK DATE:										
					1,350.00					
15872 CORE & MAIN LP										
X083463	25000705	08/05/2025			164,580.00		08/05/2025	INV	APP	Purcha
CHECK DATE:										
X120130	25000705	08/05/2025			27,500.00		08/05/2025	INV	APP	Purcha
CHECK DATE:										
X173669	25000705	08/05/2025			280,950.00		08/05/2025	INV	APP	Purcha
CHECK DATE:										
X264956	25000705	08/05/2025			228,150.00		08/05/2025	INV	APP	Purcha
CHECK DATE:										
X356275	25000555	08/05/2025			37,158.58		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
					738,338.58					
15927 CORE PRODUCTS LLC										
63360		08/05/2025			1,038.63		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
15767 COSTAR REALTY INFORMATION INC										
122383024		08/05/2025			1,975.10		08/05/2025	INV	APP	SUBSCR
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
11445 COTG CHICAGO OFFICE TECHNOLOGY GROUP										
IN5974049	25000535	08/05/2025			6,850.13		08/05/2025	INV	APP	MANAGE
CHECK DATE:										
IN5993606	25000535	08/05/2025			476.74		08/05/2025	INV	APP	MANAGE
CHECK DATE:										
IN6000172		08/05/2025			1,855.96		08/05/2025	INV	APP	PRINTE
CHECK DATE:										
					9,182.83					
18147 CHICAGO PARTS & SOUND LLC										
40V0046311		08/05/2025			120.33		08/05/2025	INV	APP	PARTS
CHECK DATE:										
576 CRESCENT ELECTRIC SUPPLY										
S513423872.001		08/05/2025			314.86		08/05/2025	INV	APP	SENSOR
CHECK DATE:										
17065 CULPEPPERS LAWN WORKS										
491		08/05/2025			200.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
493		08/05/2025			225.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
494		08/05/2025			100.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
505	25000738	08/05/2025			2,022.00		08/05/2025	INV	APP	2025 G
CHECK DATE:										
505-A		08/05/2025			150.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
506	25000739	08/05/2025			1,350.00		08/05/2025	INV	APP	2025 G
CHECK DATE:										
506-A		08/05/2025			175.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
					4,222.00					
599 D CONSTRUCTION INC										
2846-0125-PAY# 1	25000685	08/05/2025			608,544.22		08/05/2025	INV	APP	North

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
5059	25000674	08/05/2025			585.65		08/05/2025	INV	APP	STREET
CHECK DATE:										
5060	25000674	08/05/2025			2,425.15		08/05/2025	INV	APP	STREET
CHECK DATE:										
					611,555.02					
17464 D'ORAZIO FORD										
507790		08/05/2025			274.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
13932 DAVIS CONCRETE CONSTRUCTION CO										
NA	25000415	08/05/2025			149,169.00		08/05/2025	INV	APP	24' Si
CHECK DATE:										
12486 DELTA INDUSTRIES INC										
SIN026887		08/05/2025			2,316.61		08/05/2025	INV	APP	PARTS
CHECK DATE:										
18972 DENTON, DOMINIC										
2025 CAMP STAFF		08/05/2025			1,000.00		08/05/2025	INV	APP	SUMMER
CHECK DATE:										
12934 DESIGNOVATIONS INC										
251745		08/05/2025			2,690.10		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
18489 DIAMOND MOWERS										
285608		08/05/2025			763.56		08/05/2025	INV	APP	PARTS
CHECK DATE:										
15925 DIBARTOLO, DANTE R										
07/06/2025		08/05/2025			5,000.00		08/05/2025	INV	APP	MAINTE
CHECK DATE:										
07/08/2025		08/05/2025			230.00		08/05/2025	INV	APP	SPIRIT
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					5,230.00					
15755 E&B FIRE & SAFETY										
72363	25000785	08/05/2025			13,720.00		08/05/2025	INV	APP	BULLAR
CHECK DATE:										
18030 DISTINCT VISUAL SOLUTIONS										
628		08/05/2025			217.50		08/05/2025	INV	APP	YARD S
CHECK DATE:										
13221 DIVE RIGHT IN SCUBA										
252599		08/05/2025			1,042.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
255414		08/05/2025			900.00		08/05/2025	INV	APP	COURSE
CHECK DATE:										
					1,942.00					
12431 DONOHUE & ASSOCIATES INC										
12606-105	25000536	08/05/2025			540.00		08/05/2025	INV	APP	2025 I
CHECK DATE:										
14163-16	25000324	08/05/2025			19,432.50		08/05/2025	INV	APP	PSA 20
CHECK DATE:										
					19,972.50					
16730 ANTHONY DOUKAS										
06/30/2025		08/05/2025			400.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
18661 GOOCHER LANDSCAPE SERVICES, LLC										
2956		08/05/2025			3,400.00		08/05/2025	INV	APP	LANDSC
CHECK DATE:										
2957		08/05/2025			6,800.00		08/05/2025	INV	APP	LANDSC
CHECK DATE:										
2958		08/05/2025			3,750.00		08/05/2025	INV	APP	WATERI
CHECK DATE:										
2959		08/05/2025			825.00		08/05/2025	INV	APP	LANDSC
CHECK DATE:										
2960		08/05/2025			1,055.00		08/05/2025	INV	APP	LANDSC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
2961		08/05/2025			2,550.00		08/05/2025	INV	APP	LANDSC
CHECK DATE:										
2962		08/05/2025			1,750.00		08/05/2025	INV	APP	LANDSC
CHECK DATE:										
2963		08/05/2025			5,400.00		08/05/2025	INV	APP	LANDSC
CHECK DATE:										
2964		08/05/2025			6,800.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
2965		08/05/2025			2,800.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
					35,130.00					
18820 DUTCHMAN CONTRACTING CORP										
1113	25000483	08/05/2025			32,000.00		08/05/2025	INV	APP	WINDOW
CHECK DATE:										
13643 EJ USA INC										
110250050533	25000011	08/05/2025			19,127.99		08/05/2025	INV	APP	PURCHA
CHECK DATE:										
15389 ELEMENT GRAPHICS & DESIGN INC										
30985	25000624	08/05/2025			839.63		08/05/2025	INV	APP	graphi
CHECK DATE:										
30986-A	25000624	08/05/2025			839.63		08/05/2025	INV	APP	graphi
CHECK DATE:										
31007	25000624	08/05/2025			839.63		08/05/2025	INV	APP	graphi
CHECK DATE:										
31029	25000624	08/05/2025			936.86		08/05/2025	INV	APP	graphi
CHECK DATE:										
31030	25000624	08/05/2025			852.13		08/05/2025	INV	APP	graphi
CHECK DATE:										
31049	25000624	08/05/2025			839.63		08/05/2025	INV	APP	graphi
CHECK DATE:										
31050	25000624	08/05/2025			839.63		08/05/2025	INV	APP	graphi
CHECK DATE:										
31075	25000624	08/05/2025			839.63		08/05/2025	INV	APP	graphi

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
31076	25000624	08/05/2025			839.63		08/05/2025	INV	APP	graphi
CHECK DATE:										
					7,666.40					
7582 ELLIOTT ELECTRIC INC										
30725		08/05/2025			787.50		08/05/2025	INV	APP	ELECTR
CHECK DATE:										
31267		08/05/2025			4,452.00		08/05/2025	INV	APP	NEW DI
CHECK DATE:										
31553		08/05/2025			3,515.00		08/05/2025	INV	APP	MUSEUM
CHECK DATE:										
31557		08/05/2025			4,250.00		08/05/2025	INV	APP	ELECTR
CHECK DATE:										
31573		08/05/2025			335.00		08/05/2025	INV	APP	ELECTR
CHECK DATE:										
31574		08/05/2025			1,682.25		08/05/2025	INV	APP	LIGHTI
CHECK DATE:										
					15,021.75					
16775 ENGINEERING ENTERPRISES INC										
84147	25000275	08/05/2025			1,261.50		08/05/2025	INV	APP	PSA Ri
CHECK DATE:										
16912 MARK EPLING										
2025 DRAMA CAMP		08/05/2025			3,000.00		08/05/2025	INV	APP	CAMP D
CHECK DATE:										
18969 EPLING, JUDY										
2025 DRAMA CAMP		08/05/2025			350.00		08/05/2025	INV	APP	PROGRA
CHECK DATE:										
18141 EVANS & DIXON, LLC										
JUNE 2025		08/05/2025			5,465.18		08/05/2025	INV	APP	199259
CHECK DATE:										
18702 EXCLUSIVE PUBLIC RELATIONS LLC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
000579		08/05/2025			2,500.00		08/05/2025	INV	APP	MAY 20
CHECK DATE:										
00058-		08/05/2025			2,500.00		08/05/2025	INV	APP	JUNE 2
CHECK DATE:										
000581		08/05/2025			2,500.00		08/05/2025	INV	APP	JULY 2
CHECK DATE:										
					7,500.00					
17279 EXQUISITE CARPET CLEANING										
10023-1		08/05/2025			1,962.00		08/05/2025	INV	APP	CARPET
CHECK DATE:										
18003 FARM & FLEET OF ROMEOVILLE										
BFF-087260		08/05/2025			120.84		08/05/2025	INV	APP	SAFETY
CHECK DATE:										
18652 FARMERS WEEKLY REVIEW										
43212		08/05/2025			25.00		08/05/2025	INV	APP	NEW SU
CHECK DATE:										
785 FAST PRINTING OF JOLIET, INC										
97924		08/05/2025			437.10		08/05/2025	INV	APP	LABELS
CHECK DATE:										
98017		08/05/2025			212.50		08/05/2025	INV	APP	ENVELO
CHECK DATE:										
98080		08/05/2025			276.00		08/05/2025	INV	APP	SIGNAG
CHECK DATE:										
					925.60					
12460 FIRE SERVICE, INC.										
IL-21099		08/05/2025			602.98		08/05/2025	INV	APP	PARTS
CHECK DATE:										
IL-21190		08/05/2025			209.17		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					812.15					
18323 LOCALITY MEDIA INC										
4738-5028	25000793	08/05/2025			112,793.51		08/05/2025	INV	APP	COMPUT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
4623 FLEET SAFETY SUPPLY										
85257		08/05/2025			963.85		08/05/2025	INV	APP	PARTS
CHECK DATE:										
85280	25000620	08/05/2025			36,925.32		08/05/2025	INV	APP	COMPLE
CHECK DATE:										
85334		08/05/2025			1,970.62		08/05/2025	INV	APP	PARTS
CHECK DATE:										
85343		08/05/2025			631.59		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					40,491.38					
13348 FLEXIBLE BENEFIT SERVICE CORP										
397526453721		08/05/2025			3,176.15		08/05/2025	INV	APP	06/01/
CHECK DATE:										
FBS-1325697		08/05/2025			833.95		08/05/2025	INV	APP	JUNE 2
CHECK DATE:										
					4,010.10					
13970 FLOORING GUYS, INC										
11005		08/05/2025			9,680.00		08/05/2025	INV	APP	FLOORI
CHECK DATE:										
4083 FOSTER COACH SALES INC										
29469		08/05/2025			1,689.12		08/05/2025	INV	APP	PARTS
CHECK DATE:										
18336 FRANCIS, DAVID										
07/03/2025		08/05/2025			285.00		08/05/2025	INV	APP	STAGEH
CHECK DATE:										
10005 FREEDOM FIRST AID & SAFETY										
54649		08/05/2025			141.75		08/05/2025	INV	APP	FIRST
CHECK DATE:										
54650		08/05/2025			11.60		08/05/2025	INV	APP	FIRST
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
54651		08/05/2025			48.35		08/05/2025	INV	APP	FIRST
CHECK DATE:										
54652		08/05/2025			92.25		08/05/2025	INV	APP	FIRST
CHECK DATE:										
54653		08/05/2025			116.55		08/05/2025	INV	APP	FIRST
CHECK DATE:										
54655		08/05/2025			72.95		08/05/2025	INV	APP	FIRST
CHECK DATE:										
54725		08/05/2025			165.60		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
54726		08/05/2025			61.35		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
54727		08/05/2025			81.40		08/05/2025	INV	APP	REFILL
CHECK DATE:										
					791.80					
3711 GALLAGHER ASPHALT CORPORATION										
39684	25000674	08/05/2025			800.15		08/05/2025	INV	APP	STREET
CHECK DATE:										
6319 GARCIA, SAUL										
JULY 2025		08/05/2025			850.00		08/05/2025	INV	APP	JULY 2
CHECK DATE:										
900 GASVODA & ASSOC INC										
INV25PTS0260		08/05/2025			356.50		08/05/2025	INV	APP	METERI
CHECK DATE:										
13439 GENE MAY HEATING & COOLING										
130317		08/05/2025			1,045.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
130372		08/05/2025			450.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
					1,495.00					
14108 GENERAL MEDICAL DEVICES INC										
110034		08/05/2025			7,483.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
926 GEORGE RYDMAN & ASSOC										
11466		08/05/2025			122.76		08/05/2025	INV	APP	TRANSC
CHECK DATE:										
12403 GRAINGER										
9557015725		08/05/2025			1,074.46		08/05/2025	INV	APP	JANITO
CHECK DATE:										
9558329471		08/05/2025			51.48		08/05/2025	INV	APP	VAC AT
CHECK DATE:										
9559290383		08/05/2025			341.50		08/05/2025	INV	APP	PAPER
CHECK DATE:										
9559961447		08/05/2025			171.39		08/05/2025	INV	APP	PRISON
CHECK DATE:										
9560750425		08/05/2025			64.56		08/05/2025	INV	APP	SHOP S
CHECK DATE:										
9564208974		08/05/2025			220.37		08/05/2025	INV	APP	2 WAY
CHECK DATE:										
9564463538		08/05/2025			86.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
9564971027		08/05/2025			43.57		08/05/2025	INV	APP	SHOP S
CHECK DATE:										
9565612604		08/05/2025			859.17		08/05/2025	INV	APP	TOOLS
CHECK DATE:										
9565875003		08/05/2025			26.60		08/05/2025	INV	APP	RESTRO
CHECK DATE:										
9568209309		08/05/2025			417.17		08/05/2025	INV	APP	SHOP T
CHECK DATE:										
9569851885		08/05/2025			213.07		08/05/2025	INV	APP	TOOLS
CHECK DATE:										
9570528621		08/05/2025			173.08		08/05/2025	INV	APP	CONDEN
CHECK DATE:										
9572098011		08/05/2025			189.99		08/05/2025	INV	APP	GATOR
CHECK DATE:										
9572530559		08/05/2025			885.06		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
9573371268		08/05/2025			69.96		08/05/2025	INV	APP	GATOR
CHECK DATE:										
9575581237		08/05/2025			266.25		08/05/2025	INV	APP	GATOR
CHECK DATE:										
9579124240		08/05/2025			744.96		08/05/2025	INV	APP	CLEANI
CHECK DATE:										
9579124257		08/05/2025			141.36		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
9580133446		08/05/2025			687.90		08/05/2025	INV	APP	CLEANI
CHECK DATE:										
					6,727.90					
18966 GRAND PRAIRIE WATER COMMISSION										
AR-0000000006		08/05/2025			1,524,457.00		08/05/2025	INV	APP	COMMIS
CHECK DATE:										
17980 GRANITE TELECOMMUNICATIONS LLC										
703818175		08/05/2025			5,597.79		08/05/2025	INV	APP	TELECO
CHECK DATE:										
18521 GREAT LAKES URBAN FORESTRY INC										
1402		08/05/2025			550.00		08/05/2025	INV	APP	CONTRA
CHECK DATE:										
1439		08/05/2025			800.00		08/05/2025	INV	APP	CONTRA
CHECK DATE:										
					1,350.00					
8493 HAIGES MACHINERY INC										
IT2977-IN		08/05/2025			290.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
15595 HARRIS, JASON										
2025 PARAMEDIC LIC		08/05/2025			40.00		08/05/2025	INV	APP	2025 P
CHECK DATE:										
15146 WEST JEFF AUTO SALES LLC										
821616		08/05/2025			3,059.04		08/05/2025	INV	APP	SERVIC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
821930	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
822179	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
822343	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
822344	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
822346	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
822377	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
822929	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
822932	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
822933	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
823061	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
823173	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
823174	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
823176	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
823207	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
824077		08/05/2025			5,977.06		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
824203	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
824250	25000623	08/05/2025			1,800.00		08/05/2025	INV	APP	painti
CHECK DATE:										
825154		08/05/2025			1,966.28		08/05/2025	INV	APP	SERVIC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
MAY 2025 TAX REBATE		08/05/2025			8,793.74		08/05/2025	INV	APP	MAY 20
CHECK DATE:										
					48,596.12					
18691 HEALTHCALL LLC										
51199	25000805	08/05/2025			14,400.00		08/05/2025	INV	APP	Health
CHECK DATE:										
18052 HENDERSON PRODUCTS INC										
423056	25000800	08/05/2025			54,141.00		08/05/2025	INV	APP	AUTOMO
CHECK DATE:										
423057	25000800	08/05/2025			54,141.00		08/05/2025	INV	APP	AUTOMO
CHECK DATE:										
423058	25000800	08/05/2025			54,141.00		08/05/2025	INV	APP	AUTOMO
CHECK DATE:										
					162,423.00					
1060 HERITAGE CORRIDOR CONVENTION &										
14176		08/05/2025			6,000.00		08/05/2025	INV	APP	PROJEC
CHECK DATE:										
18258 HFS BUREAU OF FISCAL OPERATIONS - GEMT										
GEMTFY25Q123055		08/05/2025			6,434,356.29		08/05/2025	INV	APP	GEMT 0
CHECK DATE:										
10820 HIGH PSI LTD										
89602		08/05/2025			1,124.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
2665 TRAFFIC CONTROL & PROTECTION LLC										
14168		08/05/2025			1,003.70		08/05/2025	INV	APP	SIGN M
CHECK DATE:										
18419 HINDSIGHT GRAPHICS LLC										
2914		08/05/2025			1,050.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
18011 HOLCIM - MAMR INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
720954135	25000673	08/05/2025			199.18		08/05/2025	INV	APP	2025 A
CHECK DATE:										
720965834	25000673	08/05/2025			599.36		08/05/2025	INV	APP	2025 A
CHECK DATE:										
721000956	25000673	08/05/2025			201.54		08/05/2025	INV	APP	2025 A
CHECK DATE:										
721061265	25000673	08/05/2025			224.82		08/05/2025	INV	APP	2025 A
CHECK DATE:										
721234412	25000673	08/05/2025			558.49		08/05/2025	INV	APP	2025 A
CHECK DATE:										
					1,783.39					
18719 HOUBOLT ROAD EXTENSION JV LLC										
558951		08/05/2025			7.25		08/05/2025	INV	APP	TOLLS
CHECK DATE:										
15322 HUTCHISON ENGINEERING INC										
Invoice no. 16	25000477	08/05/2025			2,072.50		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
1163 ILL CITY COUNTY MANAGEMENT ASSOC										
6302		08/05/2025			50.00		08/05/2025	INV	APP	JOB PO
CHECK DATE:										
6316		08/05/2025			50.00		08/05/2025	INV	APP	JOB PO
CHECK DATE:										
					100.00					
14024 ILL ENVIRONMENTAL PROTECTION AGENCY										
NPDES PERMIT FEES		08/05/2025			1,000.00		08/05/2025	INV	APP	FEES
CHECK DATE:										
1201 ILL SECTION AMERICAN WATERWORKS										
2000099363		08/05/2025			68.00		08/05/2025	INV	APP	TRAINI
CHECK DATE:										
3902 ILL STATE POLICE										
20250606188		08/05/2025			248.00		08/05/2025	INV	APP	COST C

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
9142 ILL STATE TOLL HIGHWAY AUTHORITY										
G127000007014		08/05/2025			467.55		08/05/2025	INV	APP	TOLLS
CHECK DATE:										
G129000008705		08/05/2025			3.80		08/05/2025	INV	APP	TOLLS
CHECK DATE:										
G129000008833		08/05/2025			588.45		08/05/2025	INV	APP	TOLLS
CHECK DATE:										
					1,059.80					
17985 ILLINOIS FIRE INSPECTORS ASSOCIATION										
24689-A		08/05/2025			350.00		08/05/2025	INV	APP	TRAINI
CHECK DATE:										
18964 ILLINOIS TAX INCREMENT ASSOCIATION										
00203		08/05/2025			2,200.00		08/05/2025	INV	APP	ANNUAL
CHECK DATE:										
14156 IMSA										
395596		08/05/2025			90.00		08/05/2025	INV	APP	CERTIF
CHECK DATE:										
395609		08/05/2025			70.00		08/05/2025	INV	APP	CERTIF
CHECK DATE:										
395621		08/05/2025			100.00		08/05/2025	INV	APP	CERTIF
CHECK DATE:										
395625		08/05/2025			100.00		08/05/2025	INV	APP	CERTIF
CHECK DATE:										
					360.00					
13346 INFOSEND INC										
289683	25000243	08/05/2025			36,412.34		08/05/2025	INV	APP	PRINT/
CHECK DATE:										
289684		08/05/2025			779.85		08/05/2025	INV	APP	PRINTI
CHECK DATE:										
					37,192.19					
10532 INT'L CODE COUNCIL, INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1002091994		08/05/2025			1,526.59		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
1002107528		08/05/2025			156.50		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
Q15.000032926		08/05/2025			310.00		08/05/2025	INV	APP	MEMBER
CHECK DATE:										
					1,993.09					
1262 INTERSTATE BATTERIES INC										
1915201043713		08/05/2025			335.90		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
50926063		08/05/2025			3,778.56		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
50926089		08/05/2025			124.47		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					4,238.93					
18132 INVISIO COMMUNICATIONS INC										
SI-US013237		08/05/2025			1,039.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
SI-US013263		08/05/2025			69.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
SI-US013269		08/05/2025			23.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
SI-US013450		08/05/2025			-1,425.00		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
SI-US013678		08/05/2025			371.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					77.00					
15291 J J KELLER & ASSOCIATES INC										
9110296104		08/05/2025			2,583.90		08/05/2025	INV	APP	EMP PO
CHECK DATE:										
16802 JACK'S CAR WASH & OIL LUBE										
998		08/05/2025			1,194.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1339 JCM UNIFORMS										
809553	25000073	08/05/2025			605.90		08/05/2025	INV	APP	Police
CHECK DATE:										
810033	25000197	08/05/2025			750.00		08/05/2025	INV	APP	BALLIS
CHECK DATE:										
811277	25000511	08/05/2025			605.90		08/05/2025	INV	APP	SGT UN
CHECK DATE:										
811982		08/05/2025			750.00		08/05/2025	INV	APP	BALLIS
CHECK DATE:										
811983		08/05/2025			750.00		08/05/2025	INV	APP	BALLIS
CHECK DATE:										
812589	25000671	08/05/2025			440.85		08/05/2025	INV	APP	UNIFOR
CHECK DATE:										
812787	25000775	08/05/2025			479.85		08/05/2025	INV	APP	POLICE
CHECK DATE:										
812830		08/05/2025			40.00		08/05/2025	INV	APP	UNIFOR
CHECK DATE:										
812876		08/05/2025			112.00		08/05/2025	INV	APP	UNIFOR
CHECK DATE:										
812944	25000720	08/05/2025			382.80		08/05/2025	INV	APP	CIVILI
CHECK DATE:										
812959	25000719	08/05/2025			114.00		08/05/2025	INV	APP	CIVILI
CHECK DATE:										
813022		08/05/2025			488.00		08/05/2025	INV	APP	LABORE
CHECK DATE:										
813214		08/05/2025			207.90		08/05/2025	INV	APP	UNIFOR
CHECK DATE:										
813266		08/05/2025			677.55		08/05/2025	INV	APP	UNIFOR
CHECK DATE:										
813279	25000754	08/05/2025			387.90		08/05/2025	INV	APP	POLICE
CHECK DATE:										
813410		08/05/2025			160.85		08/05/2025	INV	APP	UNIFOR
CHECK DATE:										
813544	25000689	08/05/2025			399.85		08/05/2025	INV	APP	POLICE
CHECK DATE:										
813726	25000693	08/05/2025			677.40		08/05/2025	INV	APP	POLICE

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
					8,030.75					
18233 JIMS TRUCK INSPECTION LLC										
210444		08/05/2025			43.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
210618		08/05/2025			45.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
					88.00					
1316 JOHANSEN & ANDERSON INC										
W79908		08/05/2025			454.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
13452 JOLIET ASPHALT LLC										
21-S5696	25000675	08/05/2025			625.80		08/05/2025	INV	APP	WATER-
CHECK DATE:										
21-S5705	25000675	08/05/2025			294.70		08/05/2025	INV	APP	WATER-
CHECK DATE:										
21-S5725	25000675	08/05/2025			837.90		08/05/2025	INV	APP	WATER-
CHECK DATE:										
					1,758.40					
1354 JOLIET MACHINE & ENGINEERING										
5883		08/05/2025			2,316.45		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1361 JOLIET REGION CHAMBER OF COMMERCE										
120006		08/05/2025			30.00		08/05/2025	INV	APP	JOLIET
CHECK DATE:										
10764 JOLIET SUSPENSION INC										
142559		08/05/2025			1,694.39		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1367 JOLIET TOWNSHIP OFFICES										
JULY 2025		08/05/2025			17,177.40		08/05/2025	INV	APP	ANIMAL
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
JUNE 2025		08/05/2025			17,177.40		08/05/2025	INV	APP	ANIMAL
CHECK DATE:										
					34,354.80					
14306 KANKAKEE TRUCK EQUIPMENT INC										
180558		08/05/2025			267.30		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
6441 KENDALL COUNTY RECORDER										
7519 ROSEWIND DR		08/05/2025			57.00		08/05/2025	INV	APP	RECORD
CHECK DATE:										
6725 KIESLER POLICE SUPPLY										
C106603	25000766	08/05/2025			-6,148.80		08/05/2025	CRM	APP	DEPART
CHECK DATE:										
IN262576	25000766	08/05/2025			17,218.80		08/05/2025	INV	APP	DEPART
CHECK DATE:										
IN263023	25000766	08/05/2025			6,148.80		08/05/2025	INV	APP	DEPART
CHECK DATE:										
					17,218.80					
9312 KIMBALL MIDWEST										
103524128		08/05/2025			288.02		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
103533379		08/05/2025			98.86		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
103544474		08/05/2025			953.14		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					1,340.02					
18476 KM INTERNATIONAL										
32638		08/05/2025			142.61		08/05/2025	INV	APP	PARTS
CHECK DATE:										
15482 KNELL O CONNOR DANIELEWICZ										
96691-96711		08/05/2025			10,655.00		08/05/2025	INV	APP	JUNE 2
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
18974 KOCH, SKYLAR										
2025 CAMP STAFF		08/05/2025			1,000.00		08/05/2025	INV	APP	SUMMER
CHECK DATE:										
13560 L DEGEUS & ASSOCIATES INC										
370368		08/05/2025			30.00		08/05/2025	INV	APP	NOTARY
CHECK DATE:										
370369		08/05/2025			30.00		08/05/2025	INV	APP	NOTARY
CHECK DATE:										
					60.00					
15226 LABSOURCE INC										
006657080		08/05/2025			127.80		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
18828 LAMAR JOHNSON COLLABORATIVE INC, THE										
00025014250	25000504	08/05/2025			39,160.25		08/05/2025	INV	APP	Profes
CHECK DATE:										
999010 LANDSCAPE FOOTING TI										
GROSS JOHN		08/05/2025			4,100.00		08/05/2025	INV	APP	EASEME
CHECK DATE:						PAYEE: JOHN GROSS				
18557 LANER MUCHIN LTD										
696711		08/05/2025			6,150.00		08/05/2025	INV	APP	PROFES
CHECK DATE:										
696712		08/05/2025			1,050.00		08/05/2025	INV	APP	PROFES
CHECK DATE:										
696713		08/05/2025			2,475.00		08/05/2025	INV	APP	PROFES
CHECK DATE:										
696714		08/05/2025			2,902.50		08/05/2025	INV	APP	PROFES
CHECK DATE:										
696715		08/05/2025			2,025.00		08/05/2025	INV	APP	PROFES
CHECK DATE:										
696716		08/05/2025			5,400.00		08/05/2025	INV	APP	PROFES
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					20,002.50					
13142 LAWSON PRODUCTS INC										
9312536618		08/05/2025			441.96		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
9312556783		08/05/2025			254.24		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
9312565059		08/05/2025			750.29		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
9312575803		08/05/2025			537.50		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
9312579448		08/05/2025			221.10		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
9312586468		08/05/2025			277.41		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
9312590365		08/05/2025			484.54		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
9312590366		08/05/2025			362.98		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
9312594412		08/05/2025			544.33		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					3,874.35					
18975 LEE, CARRIE										
2025 CAMP STAFF		08/05/2025			2,000.00		08/05/2025	INV	APP	CAMP S
CHECK DATE:										
18976 LEE, TAITUM										
2025 DRAMA CAMP		08/05/2025			1,000.00		08/05/2025	INV	APP	CAMP S
CHECK DATE:										
999754 LEGAL CLAIMS-MAIL BOX DAMAGE										
25 A 23		08/05/2025			8,264.01		08/05/2025	INV	APP	PROPER
CHECK DATE:						PAYEE: THE TRAVELERS HOME & MARINE INSU				
25 A 41		08/05/2025			225.00		08/05/2025	INV	APP	PROPER
CHECK DATE:						PAYEE: GUILLERMO JAIME & SONIA JAIME-UL				

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					8,489.01					
999249 LEGAL CLAIMS-SETTLEMENTS										
2025 LA 27		08/05/2025			17,500.00		08/05/2025	INV	APP	SETTLE
CHECK DATE:						PAYEE: HENRY PERDOMO & RATHBUN, CSERVEN				
2025 LA 27		08/05/2025			20,000.00		08/05/2025	INV	APP	SETTLE
CHECK DATE:						PAYEE: JOSE GUZMAN & RATHBUN, CSERVENYA				
					37,500.00					
3635 LEN COX & SONS EXCAVATING										
4811	25000645	08/05/2025			429,528.28		08/05/2025	INV	APP	Midlan
CHECK DATE:										
17949 LENNY'S GAS N WASH ROUTE 6 AND GOUGAR LLC										
5446		08/05/2025			1,700.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
18101 LENOVO (UNITED STATES) INC										
6473220309	25000769	08/05/2025			93.60		08/05/2025	INV	APP	PC Lif
CHECK DATE:										
6473223968		08/05/2025			777.00		08/05/2025	INV	APP	MONITO
CHECK DATE:										
6473245971	25000769	08/05/2025			11,340.00		08/05/2025	INV	APP	PC Lif
CHECK DATE:										
6473255747	25000769	08/05/2025			33,900.00		08/05/2025	INV	APP	PC Lif
CHECK DATE:										
6473260514	25000769	08/05/2025			432.00		08/05/2025	INV	APP	PC Lif
CHECK DATE:										
6473261775	25000769	08/05/2025			25,025.00		08/05/2025	INV	APP	PC Lif
CHECK DATE:										
					71,567.60					
18780 LENOVO GLOBAL TECH										
6800815080	25000500	08/05/2025			4,374.65		08/05/2025	INV	APP	TruSca
CHECK DATE:										
16876 LIFE-ASSIST INC										
1615183		08/05/2025			272.00		08/05/2025	INV	APP	SUPPLI

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
1551 LINDBLAD CONST CO OF JOLIET INC										
25-00230	25000707	08/05/2025			107,654.40		08/05/2025	INV	APP	2025 U
CHECK DATE:										
25-00468-1		08/05/2025			3,590.00		08/05/2025	INV	APP	SIDEWA
CHECK DATE:										
					111,244.40					
18061 LINDENMEYR MUNROE										
2025001471164		08/05/2025			240.00		08/05/2025	INV	APP	PAPER
CHECK DATE:										
2025001510344		08/05/2025			109.20		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					349.20					
17305 M & M AUTOCRAFTS LLC										
6733		08/05/2025			659.50		08/05/2025	INV	APP	PARTS
CHECK DATE:										
6734		08/05/2025			234.68		08/05/2025	INV	APP	PARTS
CHECK DATE:										
6769		08/05/2025			1,680.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
6781		08/05/2025			628.90		08/05/2025	INV	APP	PARTS
CHECK DATE:										
6785		08/05/2025			135.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					3,338.08					
18646 M&J UNDERGROUND INC										
2860-0125-PAY #3	25000640	08/05/2025			310,171.63		08/05/2025	INV	APP	Twin O
CHECK DATE:										
14210 MARK CRYER										
07/01/2025		08/05/2025			98.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
18950 MARSHALL CHEVROLET										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
207154	25000806	08/05/2025			79,632.00		08/05/2025	INV	APP	HazMat
CHECK DATE:										
18961 MARTINEZ, TAMARA										
2025 DRAMA CAMP		08/05/2025			2,000.00		08/05/2025	INV	APP	CAMP S
CHECK DATE:										
1679 MC MASTER-CARR SUPPLY CO										
48868448		08/05/2025			621.38		08/05/2025	INV	APP	PARTS
CHECK DATE:										
5651 MCCANN INDUSTRIES,INC										
W20328	25000794	08/05/2025			12,178.67		08/05/2025	INV	APP	EQUIPM
CHECK DATE:										
W20576		08/05/2025			3,803.38		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					15,982.05					
10340 ME SIMPSON CO INC										
44777	25000631	08/05/2025			13,894.35		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
1687 MEADE ELECTRIC CO INC										
713472	25000450	08/05/2025			44,895.86		08/05/2025	INV	APP	2024 E
CHECK DATE:										
13281 MEDWORKS-JOLIET										
421774		08/05/2025			130.00		08/05/2025	INV	APP	TESTIN
CHECK DATE:										
421815		08/05/2025			130.00		08/05/2025	INV	APP	TESTIN
CHECK DATE:										
421986		08/05/2025			130.00		08/05/2025	INV	APP	TESTIN
CHECK DATE:										
422022		08/05/2025			80.00		08/05/2025	INV	APP	SCREEN
CHECK DATE:										
422029		08/05/2025			80.00		08/05/2025	INV	APP	SCREEN
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
422030		08/05/2025			80.00		08/05/2025	INV	APP	SCREEN
CHECK DATE:										
422032		08/05/2025			80.00		08/05/2025	INV	APP	SCREEN
CHECK DATE:										
422037		08/05/2025			80.00		08/05/2025	INV	APP	SCREEN
CHECK DATE:										
422076		08/05/2025			80.00		08/05/2025	INV	APP	SCREEN
CHECK DATE:										
422085		08/05/2025			80.00		08/05/2025	INV	APP	SCREEN
CHECK DATE:										
422093		08/05/2025			80.00		08/05/2025	INV	APP	SCREEN
CHECK DATE:										
422095		08/05/2025			80.00		08/05/2025	INV	APP	SCREEN
CHECK DATE:										
422106		08/05/2025			35.00		08/05/2025	INV	APP	SCREEN
CHECK DATE:										
422131		08/05/2025			130.00		08/05/2025	INV	APP	TESTIN
CHECK DATE:										
422256		08/05/2025			130.00		08/05/2025	INV	APP	TESTIN
CHECK DATE:										
					1,405.00					
13563 MENARDS-CRESTHILL										
90033	25000020	08/05/2025			99.97		08/05/2025	INV	APP	2025 B
CHECK DATE:										
90685		08/05/2025			87.71		08/05/2025	INV	APP	FLOOR
CHECK DATE:										
91025		08/05/2025			72.59		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					260.27					
1704 MENARDS-JOLIET										
2216		08/05/2025			131.79		08/05/2025	INV	APP	PAINT
CHECK DATE:										
2566		08/05/2025			174.01		08/05/2025	INV	APP	PAINTI
CHECK DATE:										
3141		08/05/2025			49.96		08/05/2025	INV	APP	TOWING

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
3161		08/05/2025			84.98		08/05/2025	INV	APP	TOW HI
CHECK DATE:										
3240		08/05/2025			231.25		08/05/2025	INV	APP	EXT CO
CHECK DATE:										
3424		08/05/2025			205.66		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
3449		08/05/2025			95.95		08/05/2025	INV	APP	SHOP T
CHECK DATE:										
3629		08/05/2025			238.55		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
3739		08/05/2025			-319.00		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3907		08/05/2025			649.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3910.		08/05/2025			14.99		08/05/2025	INV	APP	PARKIN
CHECK DATE:										
3919		08/05/2025			16.47		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
4003		08/05/2025			669.49		08/05/2025	INV	APP	PAINTI
CHECK DATE:										
4466		08/05/2025			444.09		08/05/2025	INV	APP	PARTS
CHECK DATE:										
4479		08/05/2025			3.33		08/05/2025	INV	APP	CONCRE
CHECK DATE:										
4518		08/05/2025			18.96		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
4555		08/05/2025			27.99		08/05/2025	INV	APP	27" RA
CHECK DATE:										
4557		08/05/2025			28.16		08/05/2025	INV	APP	SHOP S
CHECK DATE:										
4564		08/05/2025			111.93		08/05/2025	INV	APP	TOOL &
CHECK DATE:										
4566		08/05/2025			46.31		08/05/2025	INV	APP	CLEANI
CHECK DATE:										
4623		08/05/2025			288.86		08/05/2025	INV	APP	PAINT
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
4636		08/05/2025			-99.95		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
4637		08/05/2025			166.29		08/05/2025	INV	APP	BARD C
CHECK DATE:										
4645		08/05/2025			933.06		08/05/2025	INV	APP	EQUIP/
CHECK DATE:										
4672		08/05/2025			260.78		08/05/2025	INV	APP	SHOP S
CHECK DATE:										
4734		08/05/2025			16.99		08/05/2025	INV	APP	PARTS
CHECK DATE:										
4751	25000020	08/05/2025			124.50		08/05/2025	INV	APP	2025 B
CHECK DATE:										
4752	25000020	08/05/2025			124.50		08/05/2025	INV	APP	2025 B
CHECK DATE:										
4753	25000020	08/05/2025			75.64		08/05/2025	INV	APP	2025 B
CHECK DATE:										
4927		08/05/2025			37.38		08/05/2025	INV	APP	BATTER
CHECK DATE:										
5077		08/05/2025			38.91		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
5091		08/05/2025			96.69		08/05/2025	INV	APP	TV MOU
CHECK DATE:										
5139		08/05/2025			365.05		08/05/2025	INV	APP	SHOP S
CHECK DATE:										
5206	25000020	08/05/2025			193.25		08/05/2025	INV	APP	2025 B
CHECK DATE:										
5426		08/05/2025			574.43		08/05/2025	INV	APP	PARTS
CHECK DATE:										
5430		08/05/2025			283.81		08/05/2025	INV	APP	ACCESS
CHECK DATE:										
5474		08/05/2025			20.91		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
5486		08/05/2025			76.22		08/05/2025	INV	APP	SHOP C
CHECK DATE:										
5568		08/05/2025			34.34		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
5598		08/05/2025			45.69		08/05/2025	INV	APP	PARTS
CHECK DATE:										
5600		08/05/2025			352.49		08/05/2025	INV	APP	PAINT
CHECK DATE:										
5706		08/05/2025			65.94		08/05/2025	INV	APP	SHOP S
CHECK DATE:										
5728		08/05/2025			280.18		08/05/2025	INV	APP	PAINT
CHECK DATE:										
5744-A		08/05/2025			339.19		08/05/2025	INV	APP	ELEC M
CHECK DATE:										
5959		08/05/2025			11.79		08/05/2025	INV	APP	CLEANI
CHECK DATE:										
6006		08/05/2025			185.09		08/05/2025	INV	APP	PAINTI
CHECK DATE:										
99684		08/05/2025			327.74		08/05/2025	INV	APP	SHOP S
CHECK DATE:										
					8,143.64					
18811 MES SERVICE COMPANY LLC										
IN2294870		08/05/2025			136.58		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
IN2300190		08/05/2025			583.49		08/05/2025	INV	APP	MAINTE
CHECK DATE:										
					720.07					
18505 METAL SUPERMARKETS VILLA PARK										
1000878		08/05/2025			3,226.90		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1000879		08/05/2025			399.02		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					3,625.92					
17154 MI-BOX MOVING & MOBILE STORAGE INC										
ILJ50123		08/05/2025			209.00		08/05/2025	INV	APP	STORAG
CHECK DATE:										
13882 MIDWEST OFFICE INTERIORS										
266582		08/05/2025			9,348.24		08/05/2025	INV	APP	FURNIT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
7435 MIDWEST SUPPLY CO										
331098		08/05/2025			347.76		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
331186		08/05/2025			506.23		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					853.99					
15143 MINUTEMAN PRESS OF JOLIET										
35330		08/05/2025			23.38		08/05/2025	INV	APP	PRINTI
CHECK DATE:										
35356		08/05/2025			408.51		08/05/2025	INV	APP	ENVELO
CHECK DATE:										
35357		08/05/2025			369.10		08/05/2025	INV	APP	ENVELO
CHECK DATE:										
					800.99					
1775 MOORE GLASS INC										
I250590		08/05/2025			315.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1793 MOTOROLA SOLUTIONS - STARCOM										
8230527584		08/05/2025			607.15		08/05/2025	INV	APP	RADIO
CHECK DATE:										
9492020250602	25000163	08/05/2025			28,518.00		08/05/2025	INV	APP	YEARLY
CHECK DATE:										
					29,125.15					
12651 MY LEGACY AWARDS & ENGRAVING LLC										
1721		08/05/2025			830.00		08/05/2025	INV	APP	RETIRE
CHECK DATE:										
1336 NAPA GENUINE PARTS										
865024		08/05/2025			228.30		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865127		08/05/2025			81.44		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
865133		08/05/2025			69.87		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865147		08/05/2025			52.63		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865158		08/05/2025			104.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865175		08/05/2025			116.16		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865188		08/05/2025			955.66		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865475		08/05/2025			143.34		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865490		08/05/2025			1,719.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865491		08/05/2025			8.96		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865497		08/05/2025			50.86		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865614		08/05/2025			7.06		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865653		08/05/2025			105.60		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865937		08/05/2025			719.17		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865952		08/05/2025			35.60		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865957		08/05/2025			159.57		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865988		08/05/2025			29.09		08/05/2025	INV	APP	PARTS
CHECK DATE:										
865999		08/05/2025			145.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
866181		08/05/2025			56.18		08/05/2025	INV	APP	PARTS
CHECK DATE:										
866261		08/05/2025			174.24		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
866317		08/05/2025			506.78		08/05/2025	INV	APP	PARTS
CHECK DATE:										
866367		08/05/2025			444.07		08/05/2025	INV	APP	PARTS
CHECK DATE:										
866638		08/05/2025			122.32		08/05/2025	INV	APP	PARTS
CHECK DATE:										
866873		08/05/2025			581.92		08/05/2025	INV	APP	PARTS
CHECK DATE:										
866886		08/05/2025			566.84		08/05/2025	INV	APP	PARTS
CHECK DATE:										
866887		08/05/2025			1,910.81		08/05/2025	INV	APP	PARTS
CHECK DATE:										
866899		08/05/2025			182.06		08/05/2025	INV	APP	PARTS
CHECK DATE:										
866920		08/05/2025			47.43		08/05/2025	INV	APP	PARTS
CHECK DATE:										
867023		08/05/2025			4.34		08/05/2025	INV	APP	PARTS
CHECK DATE:										
867068		08/05/2025			53.47		08/05/2025	INV	APP	PARTS
CHECK DATE:										
867073		08/05/2025			148.72		08/05/2025	INV	APP	PARTS
CHECK DATE:										
867099		08/05/2025			90.75		08/05/2025	INV	APP	PARTS
CHECK DATE:										
867120		08/05/2025			371.44		08/05/2025	INV	APP	PARTS
CHECK DATE:										
867284		08/05/2025			497.68		08/05/2025	INV	APP	PARTS
CHECK DATE:										
867333		08/05/2025			95.61		08/05/2025	INV	APP	PARTS
CHECK DATE:										
867403		08/05/2025			590.76		08/05/2025	INV	APP	PARTS
CHECK DATE:										
867404		08/05/2025			1,181.52		08/05/2025	INV	APP	PARTS
CHECK DATE:										
867410		08/05/2025			40.75		08/05/2025	INV	APP	PARTS
CHECK DATE:										
868206		08/05/2025			303.39		08/05/2025	INV	APP	PARTS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
					12,702.39					
6368 NAT'L FIRE PROTECTION ASSOC										
1327709M		08/05/2025			225.00		08/05/2025	INV	APP	ID#340
CHECK DATE:										
11668 NEC CORPORATION OF AMERICA										
93679568		08/05/2025			6,712.20		08/05/2025	INV	APP	NEC MA
CHECK DATE:										
1873 NEW PIG CORP										
24704353-00		08/05/2025			867.73		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
15382 NEWSTAR JEWELERS										
2144		08/05/2025			244.00		08/05/2025	INV	APP	RETIRE
CHECK DATE:										
2145		08/05/2025			144.75		08/05/2025	INV	APP	RETIRE
CHECK DATE:										
					388.75					
16531 NORTH AMERICAN RESCUE LLC										
IN910183	25000789	08/05/2025			5,706.50		08/05/2025	INV	APP	FIRST
CHECK DATE:										
1902 NORWALK TANK CO										
199309		08/05/2025			155.24		08/05/2025	INV	APP	MATERI
CHECK DATE:										
17993 ODP BUSINESS SOLUTIONS LLC										
413039159001		08/05/2025			59.39		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
426027400001		08/05/2025			208.63		08/05/2025	INV	APP	OFFICE
CHECK DATE:										
427207053001		08/05/2025			2.36		08/05/2025	INV	APP	OFFICE
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					270.38					
1918 OESTREICH SERV CO, INC										
245521		08/05/2025			1,036.00		08/05/2025	INV	APP	LOCK R
CHECK DATE:										
245678		08/05/2025			13.00		08/05/2025	INV	APP	VEHICL
CHECK DATE:										
245682		08/05/2025			6.75		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
245748		08/05/2025			521.04		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					1,576.79					
18967 OHIO TURNPIKE & INFRASTRUCTURE COMMISSION										
0000601426		08/05/2025			20.75		08/05/2025	INV	APP	TOLLS
CHECK DATE:										
13189 OMEGA PLUMBING INC										
10107268		08/05/2025			3,687.69		08/05/2025	INV	APP	FURNAC
CHECK DATE:										
10107269		08/05/2025			5,916.92		08/05/2025	INV	APP	AC SYS
CHECK DATE:										
10107516		08/05/2025			550.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
10107586		08/05/2025			2,143.48		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
10107602		08/05/2025			505.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
10107678		08/05/2025			190.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
10107802		08/05/2025			525.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
					13,518.09					
15020 ONE STEP INC										
N230409		08/05/2025			40.00		08/05/2025	INV	APP	NOTARY
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
15687 OREILLY AUTO PARTS										
3408-165786		08/05/2025			26.83		08/05/2025	INV	APP	PARTS
CHECK DATE:										
17294 OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.										
14757		08/05/2025			2,469.63		08/05/2025	INV	APP	MAY 20
CHECK DATE:										
15662-15663		08/05/2025			5,374.05		08/05/2025	INV	APP	JUNE 2
CHECK DATE:										
					7,843.68					
1943 OXBO MUFFLER AND BRAKES										
7409		08/05/2025			140.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
7412		08/05/2025			280.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
7418		08/05/2025			280.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					700.00					
1950 PACE										
654837		08/05/2025			9,964.39		08/05/2025	INV	APP	APRIL
CHECK DATE:										
654838		08/05/2025			1,524.00		08/05/2025	INV	APP	APRIL
CHECK DATE:										
					11,488.39					
8747 PACER SERVICE CENTER										
6999949-Q22025		08/05/2025			557.10		08/05/2025	INV	APP	COURT
CHECK DATE:										
13978 PARTNERS AND PAWS VET SERVICES LLC										
151738		08/05/2025			330.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
11251 PAUL CONWAY SHIELDS										
0538814		08/05/2025			2,864.79		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
0539004		08/05/2025			711.50		08/05/2025	INV	APP	SHIELD
CHECK DATE:										
0539031		08/05/2025			136.50		08/05/2025	INV	APP	BADGES
CHECK DATE:										
0539044		08/05/2025			673.89		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
0539326		08/05/2025			36.50		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
0539698		08/05/2025			276.41		08/05/2025	INV	APP	BADGES
CHECK DATE:										
					4,699.59					
2001 PETER PERELLA & COMPANY										
48237		08/05/2025			2,500.00		08/05/2025	INV	APP	METAL
CHECK DATE:										
48238		08/05/2025			3,560.00		08/05/2025	INV	APP	SAFETY
CHECK DATE:										
					6,060.00					
12628 PHYSICIANS IMMEDIATE CARE-CHICAGO										
1271 - 05/05/2025		08/05/2025			713.00		08/05/2025	INV	APP	MEDICA
CHECK DATE:										
18582 PLANT MARVEL LABORATORIES										
72171		08/05/2025			148.50		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
2043 POEHNER, DILLMAN & MAHALIK										
62295431	25000493	08/05/2025			24,502.50		08/05/2025	INV	APP	2025 P
CHECK DATE:										
7740 POMP'S TIRE SERVICE INC										
411175105		08/05/2025			378.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
411176383		08/05/2025			132.50		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
411176474		08/05/2025			180.30		08/05/2025	INV	APP	SUPPLI

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
690148253		08/05/2025			4,940.32		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
690148257		08/05/2025			105.99		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
690148660		08/05/2025			2,594.10		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					8,331.21					
12120 PORTER LEE CORPORATION										
32052		08/05/2025			2,788.00		08/05/2025	INV	APP	08/202
CHECK DATE:										
32129	25000796	08/05/2025			448.76		08/05/2025	INV	APP	EVIDEN
CHECK DATE:										
					3,236.76					
10298 PRIORITY STAFFING, LTD										
32918		08/05/2025			450.00		08/05/2025	INV	APP	TESTIN
CHECK DATE:										
32932		08/05/2025			60.00		08/05/2025	INV	APP	EMP TE
CHECK DATE:										
					510.00					
1948 PT FERRO CONSTR CO										
11328	25000675	08/05/2025			341.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11459	25000675	08/05/2025			310.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11472	25000675	08/05/2025			339.76		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11544	25000675	08/05/2025			775.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11553	25000675	08/05/2025			744.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11565	25000674	08/05/2025			496.00		08/05/2025	INV	APP	STREET
CHECK DATE:										
11566	25000675	08/05/2025			794.84		08/05/2025	INV	APP	WATER-
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
11578	25000674	08/05/2025			527.00		08/05/2025	INV	APP	STREET
CHECK DATE:										
11579	25000675	08/05/2025			620.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11616	25000675	08/05/2025			372.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11631	25000675	08/05/2025			310.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11632	25000675	08/05/2025			186.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11646	25000675	08/05/2025			372.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11662	25000675	08/05/2025			496.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11672	25000675	08/05/2025			558.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
11681	25000675	08/05/2025			372.00		08/05/2025	INV	APP	WATER-
CHECK DATE:										
48340	25000628	08/05/2025			979,811.36		08/05/2025	INV	APP	Heggie
CHECK DATE:										
48346	25000629	08/05/2025			338,747.41		08/05/2025	INV	APP	Virgin
CHECK DATE:										
48361		08/05/2025			9,157.76		08/05/2025	INV	APP	MATERI
CHECK DATE:										
					1,335,330.13					
2124 R & R SEPTIC & SEWER SERV INC										
25-1711		08/05/2025			1,000.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
13973 RAMIRO GUZMAN LANDSCAPING										
09469	25000538	08/05/2025			16,094.25		08/05/2025	INV	APP	Extens
CHECK DATE:										
2157 RAY O'HERRON CO INC -DANVILLE										
2421365	25000662	08/05/2025			48,287.00		08/05/2025	INV	APP	ballis
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
2422838	25000667	08/05/2025			800.00		08/05/2025	INV	APP	BALLIS
CHECK DATE:										
					49,087.00					
14078 RAY O'HERRON CO INC -DOWNERS GROVE										
2423005	25000513	08/05/2025			89.99		08/05/2025	INV	APP	SOS UN
CHECK DATE:										
18266 RCS COATINGS LLC										
2203		08/05/2025			818.13		08/05/2025	INV	APP	PARTS
CHECK DATE:										
15192 READY REFRESH										
05G6704609403		08/05/2025			60.49		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
05G6704808171		08/05/2025			131.44		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					191.93					
15505 REASONABLE TREE EXPERTS										
11800		08/05/2025			2,350.00		08/05/2025	INV	APP	CONTRA
CHECK DATE:										
11802	25000735	08/05/2025			9,745.00		08/05/2025	INV	APP	Emerg.
CHECK DATE:										
11803		08/05/2025			2,700.00		08/05/2025	INV	APP	CONTRA
CHECK DATE:										
11804		08/05/2025			1,975.00		08/05/2025	INV	APP	CONTRA
CHECK DATE:										
					16,770.00					
999168 REFUND-AMBULANCE										
24-E1591796		08/05/2025			114.18		08/05/2025	INV	APP	KEVIN
CHECK DATE:						PAYEE: KEVIN STOUT				
999178 REFUND-MISCELLANEOUS										
HRUSOSKY BARBARA		08/05/2025			100.00		08/05/2025	INV	APP	REFUND
CHECK DATE:						PAYEE: BARBARA HRUSOSKY				

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
SERDAR DEANNA		08/05/2025			100.00		08/05/2025	INV	APP	REFUND
CHECK DATE:						PAYEE: DEANNA SERDAR				
TOTANI CHRISTOPHER		08/05/2025			100.00		08/05/2025	INV	APP	REFUND
CHECK DATE:						PAYEE: CHRISTOPHER TOTANI				
					300.00					
14221 MID-TOWN PETROLEUM ACQUISITION LLC										
1689612-IN		08/05/2025			1,548.10		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
2207 RENDELS INC										
48391		08/05/2025			51.50		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
49099		08/05/2025			77.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
67285		08/05/2025			7,110.08		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
67329		08/05/2025			3,335.58		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
67354		08/05/2025			3,881.49		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
67406		08/05/2025			4,726.96		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
P-137987		08/05/2025			237.50		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
P-138020		08/05/2025			750.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
					20,170.11					
13903 REVCON TECHNOLOGY GROUP INC										
80026		08/05/2025			628.00		08/05/2025	INV	APP	PARKIN
CHECK DATE:										
2224 RICK'S R V CENTER										
62268		08/05/2025			359.00		08/05/2025	INV	APP	TOW HI
CHECK DATE:										
14093 RJN GROUP INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
38100301	25000759	08/05/2025			948.45		08/05/2025	INV	APP	2025 S
CHECK DATE:										
38100302	25000759	08/05/2025			4,137.00		08/05/2025	INV	APP	2025 S
CHECK DATE:										
388531	25000378	08/05/2025			811.41		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
3977014	25000383	08/05/2025			9,802.50		08/05/2025	INV	APP	2024 S
CHECK DATE:										
3977015	25000383	08/05/2025			3,937.50		08/05/2025	INV	APP	2024 S
CHECK DATE:										
3977016	25000383	08/05/2025			4,980.90		08/05/2025	INV	APP	2024 S
CHECK DATE:										
39770203	25000614	08/05/2025			58,854.80		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
39770204	25000614	08/05/2025			63,502.50		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
41040101	25000761	08/05/2025			4,995.22		08/05/2025	INV	APP	PSA 20
CHECK DATE:										
41550104	25000559	08/05/2025			11,432.56		08/05/2025	INV	APP	2025 S
CHECK DATE:										
41550105	25000559	08/05/2025			13,309.21		08/05/2025	INV	APP	2025 S
CHECK DATE:										
415511	25000417	08/05/2025			19,072.40		08/05/2025	INV	APP	2025 S
CHECK DATE:										
415512	25000417	08/05/2025			25,135.35		08/05/2025	INV	APP	2025 S
CHECK DATE:										
416408	25000379	08/05/2025			3,071.43		08/05/2025	INV	APP	PSA 25
CHECK DATE:										
416409	25000379	08/05/2025			6,183.79		08/05/2025	INV	APP	PSA 25
CHECK DATE:										
					230,175.02					
2245 ROD BAKER FORD SALES INC										
64939		08/05/2025			1,055.72		08/05/2025	INV	APP	PARTS
CHECK DATE:										
65327		08/05/2025			162.48		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
65410		08/05/2025			48.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
65796		08/05/2025			1,277.41		08/05/2025	INV	APP	PARTS
CHECK DATE:										
65985		08/05/2025			178.19		08/05/2025	INV	APP	PARTS
CHECK DATE:										
66069		08/05/2025			62.98		08/05/2025	INV	APP	PARTS
CHECK DATE:										
66173		08/05/2025			197.68		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					2,982.46					
2261 RON TIRAPELLI FORD, INC.										
658681		08/05/2025			155.76		08/05/2025	INV	APP	PARTS
CHECK DATE:										
662077		08/05/2025			672.38		08/05/2025	INV	APP	PARTS
CHECK DATE:										
662086		08/05/2025			276.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663118-02		08/05/2025			17.70		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663232-01		08/05/2025			108.43		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663232-02		08/05/2025			38.64		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663316		08/05/2025			504.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663751		08/05/2025			101.64		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663752		08/05/2025			175.56		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663754		08/05/2025			223.80		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663755		08/05/2025			82.86		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663768		08/05/2025			1,235.90		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
663869		08/05/2025			130.80		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663876		08/05/2025			3,072.28		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663919		08/05/2025			70.12		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663952		08/05/2025			844.80		08/05/2025	INV	APP	PARTS
CHECK DATE:										
663997		08/05/2025			1,859.07		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664039		08/05/2025			123.76		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664056		08/05/2025			5,818.58		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664056-01		08/05/2025			89.32		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664065		08/05/2025			1,163.56		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664091		08/05/2025			527.92		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664091-01		08/05/2025			131.98		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664102		08/05/2025			471.70		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664139		08/05/2025			168.22		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664139-01		08/05/2025			280.28		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664148		08/05/2025			38.28		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664149		08/05/2025			270.60		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664152		08/05/2025			320.60		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664152-01		08/05/2025			1,038.02		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
664191		08/05/2025			1,479.07		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664192		08/05/2025			1,465.75		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664193		08/05/2025			1,465.75		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664217		08/05/2025			197.93		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664231		08/05/2025			513.90		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664267		08/05/2025			71.60		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664294		08/05/2025			12.44		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664314		08/05/2025			44.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664320		08/05/2025			164.28		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664325		08/05/2025			830.82		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664346		08/05/2025			1,631.23		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664367		08/05/2025			1,073.98		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664413		08/05/2025			234.26		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664446		08/05/2025			338.80		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664478		08/05/2025			708.88		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664528		08/05/2025			249.35		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664531		08/05/2025			28.92		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664532		08/05/2025			176.88		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664532-01		08/05/2025			353.76		08/05/2025	INV	APP	PARTS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
664533		08/05/2025			370.09		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664533-01		08/05/2025			483.22		08/05/2025	INV	APP	PARTS
CHECK DATE:										
664536		08/05/2025			427.36		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					32,334.83					
17179 RUBBER STAMP CHAMP										
1346392		08/05/2025			21.69		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
14090 RUSH TRUCK CENTERS OF ILLINOIS INC										
2903-00157	25000784	08/05/2025			119,955.00		08/05/2025	INV	APP	AUTOMO
CHECK DATE:										
2903-00159	25000784	08/05/2025			119,955.00		08/05/2025	INV	APP	AUTOMO
CHECK DATE:										
2903-00162	25000784	08/05/2025			119,955.00		08/05/2025	INV	APP	AUTOMO
CHECK DATE:										
3038846090		08/05/2025			-498.75		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3039107707		08/05/2025			-99.75		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3039419217		08/05/2025			-4,256.00		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3040107092		08/05/2025			-239.40		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3040495751		08/05/2025			-244.57		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3040628385		08/05/2025			-665.00		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3040649472		08/05/2025			-320.82		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3041126386		08/05/2025			-194.11		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3041590298		08/05/2025			-66.50		08/05/2025	CRM	APP	CREDIT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
3041685527		08/05/2025			444.80		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3041808040		08/05/2025			-532.00		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3041825679		08/05/2025			-106.40		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3041832218		08/05/2025			292.26		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3041887951		08/05/2025			46.48		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042188642		08/05/2025			126.72		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042200409		08/05/2025			-2,080.62		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
3042202245		08/05/2025			542.13		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042239162		08/05/2025			711.44		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042244293		08/05/2025			41.07		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042248471		08/05/2025			120.63		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042259777		08/05/2025			1,459.07		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042265618		08/05/2025			604.69		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042285897		08/05/2025			56.66		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042289225		08/05/2025			10.20		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042312028		08/05/2025			264.18		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042312161		08/05/2025			24.98		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042315645		08/05/2025			247.92		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
3042337092		08/05/2025			131.28		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042344689		08/05/2025			407.61		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042357554		08/05/2025			815.43		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042381343		08/05/2025			37.37		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042391756		08/05/2025			8,560.54		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042394182		08/05/2025			110.91		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042413904		08/05/2025			149.48		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042414296		08/05/2025			3,275.09		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042415153		08/05/2025			1,349.26		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042451969		08/05/2025			554.56		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042471830		08/05/2025			2,183.08		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042473425		08/05/2025			407.61		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042484867		08/05/2025			556.55		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042490717		08/05/2025			265.26		08/05/2025	INV	APP	PARTS
CHECK DATE:										
3042538432		08/05/2025			2,113.18		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					376,471.52					
15497 RUSSO POWER EQUIPMENT										
SPI21094920		08/05/2025			9,035.00		08/05/2025	INV	APP	EQUIPM
CHECK DATE:										
SPI21094921		08/05/2025			2,180.86		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					11,215.86					
18844 SEAL-RITE ASPHALT MAINTENANCE										
4581		08/05/2025			645.00		08/05/2025	INV	APP	SEALCO
CHECK DATE:										
17602 SEASON AND TIME										
0000267		08/05/2025			250.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
0000269		08/05/2025			200.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
0000270		08/05/2025			150.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
0000280		08/05/2025			150.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
					750.00					
9816 SEECO CONSULTANTS INC										
19854	25000445	08/05/2025			1,845.00		08/05/2025	INV	APP	Subdiv
CHECK DATE:										
19921	25000445	08/05/2025			995.00		08/05/2025	INV	APP	Subdiv
CHECK DATE:										
					2,840.00					
18973 SEIBEN, HALLIE										
2025 DRAMA CAMP		08/05/2025			1,000.00		08/05/2025	INV	APP	CAMP S
CHECK DATE:										
9284 SERDAR CONSTRUCTION										
2227		08/05/2025			498.00		08/05/2025	INV	APP	SOUND
CHECK DATE:										
2228		08/05/2025			6,400.00		08/05/2025	INV	APP	RENOVA
CHECK DATE:										
					6,898.00					
2360 SERVICE INDUST SUPPLY INC										
143369		08/05/2025			544.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
14076 SHAW SUBURBAN MEDIA GROUP										
2241245		08/05/2025			102.50		08/05/2025	INV	APP	LEGAL
CHECK DATE:										
2242558		08/05/2025			140.78		08/05/2025	INV	APP	LEGAL
CHECK DATE:										
2246322		08/05/2025			109.46		08/05/2025	INV	APP	LEGAL
CHECK DATE:										
2254286		08/05/2025			1,468.40		08/05/2025	INV	APP	PAGE 1
CHECK DATE:										
2254323		08/05/2025			1,453.40		08/05/2025	INV	APP	PAGE 2
CHECK DATE:										
2254332		08/05/2025			1,453.40		08/05/2025	INV	APP	PAGE 3
CHECK DATE:										
2254360		08/05/2025			1,453.40		08/05/2025	INV	APP	PAGE 4
CHECK DATE:										
2254361		08/05/2025			1,453.40		08/05/2025	INV	APP	PAGE 5
CHECK DATE:										
2254362		08/05/2025			743.60		08/05/2025	INV	APP	PAGE 6
CHECK DATE:										
					8,378.34					
2373 SHEAR SCOTT										
07/2020-12/2021		08/05/2025			663.30		08/05/2025	INV	APP	REFUND
CHECK DATE:										
16855 SHEFFIELD SAFETY & LOSS CONTROL LLC										
20072588	25000655	08/05/2025			14,745.00		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
20072589	25000655	08/05/2025			14,775.00		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
					29,520.00					
16931 SHEFFIELD SUPPLY & EQUIPMENT										
21908		08/05/2025			503.76		08/05/2025	INV	APP	SAFETY
CHECK DATE:										
22434		08/05/2025			1,651.25		08/05/2025	INV	APP	SAFETY

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
					2,155.01					
18965 SHOREWOOD GRAIN FARMERS, LLC										
2024 TAX CREDIT		08/05/2025			1,194.70		08/05/2025	INV	APP	REFUND
CHECK DATE:										
2392 SHOREWOOD HOME & AUTO										
01-474703		08/05/2025			940.76		08/05/2025	INV	APP	PARTS
CHECK DATE:										
01-474704		08/05/2025			940.76		08/05/2025	INV	APP	PARTS
CHECK DATE:										
01-474705		08/05/2025			940.76		08/05/2025	INV	APP	PARTS
CHECK DATE:										
01-474707		08/05/2025			940.76		08/05/2025	INV	APP	PARTS
CHECK DATE:										
01-474708		08/05/2025			940.76		08/05/2025	INV	APP	PARTS
CHECK DATE:										
01-474790		08/05/2025			303.92		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
01-475945		08/05/2025			137.03		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
01-476222		08/05/2025			13.98		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
01-476439		08/05/2025			21.98		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
01-476581		08/05/2025			3,134.75		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
01-477459		08/05/2025			115.96		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
01-477585		08/05/2025			4,912.44		08/05/2025	INV	APP	PARTS
CHECK DATE:										
01-477586		08/05/2025			3,016.91		08/05/2025	INV	APP	PARTS
CHECK DATE:										
01-477800		08/05/2025			2,240.60		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					18,601.37					
18952 SHOTS FIRED MEDIA GROUP										
1029		08/05/2025			14,150.00		08/05/2025	INV	APP	TRAINI
CHECK DATE:										
13400 SISTEK SALES INC										
160440		08/05/2025			629.00		08/05/2025	INV	APP	LAWN M
CHECK DATE:										
5938 STANARD & ASSOCIATES INC										
SA000061958		08/05/2025			22,965.80		08/05/2025	INV	APP	EXAMS
CHECK DATE:										
2472 STANDARD EQUIPMENT CO INC										
P04826		08/05/2025			3,275.32		08/05/2025	INV	APP	PARTS
CHECK DATE:										
P05013		08/05/2025			49.92		08/05/2025	INV	APP	PARTS
CHECK DATE:										
P05061		08/05/2025			-83.06		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
P05079		08/05/2025			552.24		08/05/2025	INV	APP	PARTS
CHECK DATE:										
P05080		08/05/2025			251.36		08/05/2025	INV	APP	PARTS
CHECK DATE:										
P05146		08/05/2025			-3,125.07		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
P05159		08/05/2025			73.56		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					994.27					
2474 STANDARD TRUCK PARTS INC										
1031589CM		08/05/2025			-60.00		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
1031614		08/05/2025			279.15		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031664		08/05/2025			918.98		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1031714		08/05/2025			239.46		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031722		08/05/2025			335.27		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031738		08/05/2025			1,188.96		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031739		08/05/2025			183.19		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031744		08/05/2025			939.20		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031745		08/05/2025			212.88		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031748		08/05/2025			154.41		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031751		08/05/2025			661.06		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031752		08/05/2025			898.75		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031756		08/05/2025			749.20		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031764		08/05/2025			179.40		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031789		08/05/2025			179.40		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031795		08/05/2025			634.08		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031799		08/05/2025			1,436.36		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031815		08/05/2025			136.52		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031820		08/05/2025			148.24		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031823		08/05/2025			188.93		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031830		08/05/2025			18.10		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1031857		08/05/2025			191.07		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031866		08/05/2025			59.16		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031867		08/05/2025			164.08		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031873		08/05/2025			76.34		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031874		08/05/2025			899.68		08/05/2025	INV	APP	PARTS
CHECK DATE:										
1031881		08/05/2025			286.54		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					11,298.41					
17176 STANTEC CONSULTING SERVICES INC										
2418750	25000336	08/05/2025			338,658.30		08/05/2025	INV	APP	Altern
CHECK DATE:										
11894 STERICYCLE INC										
8011403843		08/05/2025			938.07		08/05/2025	INV	APP	WASTE
CHECK DATE:										
2509 STEVE SPIESS CONSTRUCTION INC										
5450	25000357	08/05/2025			421,005.56		08/05/2025	INV	APP	Varnad
CHECK DATE:										
12400 STIP BROS EXCAVATING INC										
48958	25000701	08/05/2025			120,960.00		08/05/2025	INV	APP	Wesmer
CHECK DATE:										
48959	25000374	08/05/2025			43,919.55		08/05/2025	INV	APP	Lead S
CHECK DATE:										
					164,879.55					
10399 STOLLER INTERNATIONAL INC										
P60846		08/05/2025			299.24		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
17029 JANESA STOUT										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
07/03/2025		08/05/2025			270.00		08/05/2025	INV	APP	STAGEH
CHECK DATE:										
2523 STRAND ASSOC INC										
0224278	25000358	08/05/2025			2,048.62		08/05/2025	INV	APP	CSO LT
CHECK DATE:										
0225114	25000546	08/05/2025			225,289.21		08/05/2025	INV	APP	PSA WW
CHECK DATE:										
221824	25000358	08/05/2025			6,896.57		08/05/2025	INV	APP	CSO LT
CHECK DATE:										
227345	25000358	08/05/2025			848.46		08/05/2025	INV	APP	CSO LT
CHECK DATE:										
227346	25000546	08/05/2025			234,134.79		08/05/2025	INV	APP	PSA WW
CHECK DATE:										
					469,217.65					
11947 STRYKER EMS EQUIPMENT-										
9209720165		08/05/2025			66.56		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
18845 SUBSENTIO LLC										
103555		08/05/2025			1,560.00		08/05/2025	INV	APP	TOWER
CHECK DATE:										
17461 SUMMIT LAWNCARE INC										
215867	25000742	08/05/2025			2,496.00		08/05/2025	INV	APP	2025 G
CHECK DATE:										
215868	25000741	08/05/2025			2,496.00		08/05/2025	INV	APP	2025 G
CHECK DATE:										
215869	25000742	08/05/2025			2,496.00		08/05/2025	INV	APP	2025 G
CHECK DATE:										
					7,488.00					
9857 SUNBELT PUMP & POWER RENTALS										
168457866-0001		08/05/2025			651.26		08/05/2025	INV	APP	LIFT F
CHECK DATE:										
168457866-0002		08/05/2025			-37.26		08/05/2025	CRM	APP	CREDIT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE:										
170989816-0001		08/05/2025			310.00		08/05/2025	INV	APP	EQUIPM
CHECK DATE:										
171406676-0002		08/05/2025			310.00		08/05/2025	INV	APP	RENTAL
CHECK DATE:										
					1,234.00					
17345 T-MOBILE USA INC										
9610872668		08/05/2025			50.00		08/05/2025	INV	APP	EQUIPM
CHECK DATE:										
16159 TEAM WENDY LLC										
CD970107499		08/05/2025			4,217.78		08/05/2025	INV	APP	HELMET
CHECK DATE:										
2577 TERMINAL SUPPLY CO										
39250-01		08/05/2025			202.08		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
41425-00		08/05/2025			1,416.69		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
43532-00		08/05/2025			404.08		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
44677-00		08/05/2025			7,168.87		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
99035-00-CM		08/05/2025			-658.86		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
					8,532.86					
16223 THE ETHOS WORKSHOP LTD										
23010-1A-16		08/05/2025			514.00		08/05/2025	INV	APP	VICTOR
CHECK DATE:										
12548 THOMSON WEST										
851944848		08/05/2025			255.00		08/05/2025	INV	APP	MAY 20
CHECK DATE:										
852093740		08/05/2025			255.00		08/05/2025	INV	APP	JUNE 2
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
852157181		08/05/2025			409.33		08/05/2025	INV	APP	JUNE 2
CHECK DATE:										
852161212		08/05/2025			2,977.48		08/05/2025	INV	APP	JUNE 2
CHECK DATE:										
852241362		08/05/2025			255.00		08/05/2025	INV	APP	JULY 2
CHECK DATE:										
					4,151.81					
18281 TONY'S FINER FOODS										
01/2025-04/2025		08/05/2025			53,028.45		08/05/2025	INV	APP	SHARED
CHECK DATE:										
15365 TRESSLER LLP										
512626-512635		08/05/2025			17,705.18		08/05/2025	INV	APP	JUNE 2
CHECK DATE:										
11476 TRI-COUNTY BOARD-UP & GLASS INC										
4853		08/05/2025			178.25		08/05/2025	INV	APP	BOARD
CHECK DATE:										
9199 TRI-K SUPPLIES INC										
126755		08/05/2025			415.80		08/05/2025	INV	APP	CLEANI
CHECK DATE:										
126808		08/05/2025			228.60		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
126873		08/05/2025			828.00		08/05/2025	INV	APP	SHOP S
CHECK DATE:										
					1,472.40					
16784 TROTTER AND ASSOCIATES INC										
25-24892	25000334	08/05/2025			731.35		08/05/2025	INV	APP	Lois P
CHECK DATE:										
25-24979	25000334	08/05/2025			135.00		08/05/2025	INV	APP	Lois P
CHECK DATE:										
25-24980	25000736	08/05/2025			9,847.50		08/05/2025	INV	APP	PSA Co
CHECK DATE:										
25-25074	25000334	08/05/2025			6,101.63		08/05/2025	INV	APP	Lois P
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
25-25095	25000736	08/05/2025			12,177.84		08/05/2025	INV	APP	PSA Co
CHECK DATE:										
					28,993.32					
13726 TRUCKVAULT INC										
288293	25000734	08/05/2025			3,302.00		08/05/2025	INV	APP	TRUCK
CHECK DATE:										
14082 TYLER TECHNOLOGIES INC										
045-496391		08/05/2025			533.95		08/05/2025	INV	APP	TYLER
CHECK DATE:										
12259 ULINE INC										
191401764CM		08/05/2025			-354.95		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
2718 UNDERGROUND PIPE & VALVE										
074218		08/05/2025			800.00		08/05/2025	INV	APP	TOOLS
CHECK DATE:										
074355		08/05/2025			1,034.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
074364		08/05/2025			2,475.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
074429		08/05/2025			2,080.00		08/05/2025	INV	APP	MATERI
CHECK DATE:										
074450		08/05/2025			4,430.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
074451		08/05/2025			5,490.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
074471		08/05/2025			1,869.00		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
					18,178.00					
15218 UNIFYHR LLC										
27379		08/05/2025			2,125.00		08/05/2025	INV	APP	REPORT
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
18307 UNION PACIFIC RAILROAD COMPANY										
90143336		08/05/2025			802.50		08/05/2025	INV	APP	MILLSD
CHECK DATE:										
10617 UNITED METERS INC										
4727	25000463	08/05/2025			109,290.00		08/05/2025	INV	APP	2025 S
CHECK DATE:										
18654 URBAN 3 LLC										
AC000360B	25000253	08/05/2025			9,249.15		08/05/2025	INV	APP	Profes
CHECK DATE:										
11967 US GAS										
458095		08/05/2025			100.55		08/05/2025	INV	APP	CYLIND
CHECK DATE:										
458097		08/05/2025			97.13		08/05/2025	INV	APP	CYLIND
CHECK DATE:										
458098		08/05/2025			157.12		08/05/2025	INV	APP	CYLIND
CHECK DATE:										
458100		08/05/2025			97.13		08/05/2025	INV	APP	CYLIND
CHECK DATE:										
477684		08/05/2025			286.00		08/05/2025	INV	APP	OXYGEN
CHECK DATE:										
477685		08/05/2025			84.50		08/05/2025	INV	APP	OXYGEN
CHECK DATE:										
477686		08/05/2025			52.00		08/05/2025	INV	APP	OXYGEN
CHECK DATE:										
477687		08/05/2025			182.00		08/05/2025	INV	APP	OXYGEN
CHECK DATE:										
477688		08/05/2025			247.00		08/05/2025	INV	APP	OXYGEN
CHECK DATE:										
477689		08/05/2025			84.50		08/05/2025	INV	APP	OXYGEN
CHECK DATE:										
477690		08/05/2025			208.00		08/05/2025	INV	APP	OXYGEN
CHECK DATE:										
477691		08/05/2025			91.00		08/05/2025	INV	APP	OXYGEN
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
477692		08/05/2025			65.00		08/05/2025	INV	APP	OXYGEN
CHECK DATE:										
477693		08/05/2025			156.00		08/05/2025	INV	APP	OXYGEN
CHECK DATE:										
					1,907.93					
999877 ILLINOIS TOLL AUTORIIY										
G127000007737		08/05/2025			265.50		08/05/2025	INV	APP	TOLLS
CHECK DATE:						PAYEE: ILLINOIS TOLLWAY				
15069 V3 COMPANIES										
10425613	25000473	08/05/2025			496.86		08/05/2025	INV	APP	PSA Ro
CHECK DATE:										
10525427	25000331	08/05/2025			11,060.00		08/05/2025	INV	APP	Profes
CHECK DATE:										
10625079	25000331	08/05/2025			1,385.00		08/05/2025	INV	APP	Profes
CHECK DATE:										
10725045	25000126	08/05/2025			1,980.00		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
					14,921.86					
18963 VA TOLL PAYMENT PROCESSING CENTER										
PBP2504079948		08/05/2025			7.20		08/05/2025	INV	APP	OUT OF
CHECK DATE:										
2763 VARDAL SURVEYING SYSTEMS										
92615		08/05/2025			70.35		08/05/2025	INV	APP	MATERI
CHECK DATE:										
92813		08/05/2025			493.65		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
					564.00					
18225 VERIZON COMMUNICATIONS INC										
631000070816		08/05/2025			3,066.45		08/05/2025	INV	APP	GPS
CHECK DATE:										
8769 VERIZON WIRELESS										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
6116843838		08/05/2025			857.00		08/05/2025	INV	APP	05/202
CHECK DATE:										
16754 VIDEOTEC CORP										
118182		08/05/2025			6,302.53		08/05/2025	INV	APP	NEW SE
CHECK DATE:										
118251		08/05/2025			1,916.00		08/05/2025	INV	APP	CAMERA
CHECK DATE:										
118260	25000767	08/05/2025			34,161.00		08/05/2025	INV	APP	PHYSIC
CHECK DATE:										
118263		08/05/2025			2,998.00		08/05/2025	INV	APP	ACCESS
CHECK DATE:										
					45,377.53					
13596 VSA INC										
458402		08/05/2025			125.00		08/05/2025	INV	APP	SHIPPI
CHECK DATE:										
8139 WASTE MANAGEMENT INC										
7083264-2007-0		08/05/2025			1,225,025.00		08/05/2025	INV	APP	SERVIC
CHECK DATE:										
7190802-2007-7		08/05/2025			778.50		08/05/2025	INV	APP	DUMPST
CHECK DATE:										
					1,225,803.50					
2846 WELSCH READY MIX INC										
09JUL2025-66158		08/05/2025			638.13		08/05/2025	INV	APP	MATERI
CHECK DATE:										
2853 WEST SIDE TRACTOR SALES CO										
J23331		08/05/2025			453.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										
K82405		08/05/2025			831.11		08/05/2025	INV	APP	PARTS
CHECK DATE:										
K82514		08/05/2025			329.00		08/05/2025	INV	APP	PARTS
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					1,613.11					
14009 WHITE CAP LP										
10021963948		08/05/2025			377.07		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
18206 WHITMORE INVESTMENTS										
823902		08/05/2025			14.99		08/05/2025	INV	APP	PARTS
CHECK DATE:										
5894 WHOLESALE DIRECT INC										
000274671		08/05/2025			877.63		08/05/2025	INV	APP	PARTS
CHECK DATE:										
000274900		08/05/2025			112.17		08/05/2025	INV	APP	PARTS
CHECK DATE:										
000275082		08/05/2025			1,276.79		08/05/2025	INV	APP	PARTS
CHECK DATE:										
					2,266.59					
11022 WILL COUNTY DEPARTMENT OF HIGHWAYS										
22-00200-29-PV	25000797	08/05/2025			524,400.30		08/05/2025	INV	APP	Eng st
CHECK DATE:										
2892 WILL COUNTY RECORDER										
40843304		08/05/2025			177.00		08/05/2025	INV	APP	RECORI
CHECK DATE:										
40844530		08/05/2025			73.00		08/05/2025	INV	APP	RECORI
CHECK DATE:										
40844860		08/05/2025			260.00		08/05/2025	INV	APP	RECORI
CHECK DATE:										
					510.00					
2901 WILLETT HOFMANN & ASSOC										
38224	25000458	08/05/2025			4,712.40		08/05/2025	INV	APP	2024-2
CHECK DATE:										
38918	25000458	08/05/2025			1,386.00		08/05/2025	INV	APP	2024-2
CHECK DATE:										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					6,098.40					
15580 WINZER FRANCHISE CORP										
339233CM		08/05/2025			-80.26		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
518149CM		08/05/2025			-20.72		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
538017CM		08/05/2025			-5.88		08/05/2025	CRM	APP	CREDIT
CHECK DATE:										
					-106.86					
2938 WUNDERLICH DOORS										
208787		08/05/2025			208.66		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
703932		08/05/2025			408.62		08/05/2025	INV	APP	REPAIR
CHECK DATE:										
					617.28					
17433 XYLEM VUE INC										
XVUE-PIN-001655	25000616	08/05/2025			2,932.00		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
XVUE-PIN-001691	25000616	08/05/2025			2,932.00		08/05/2025	INV	APP	PSA fo
CHECK DATE:										
					5,864.00					
18888 ZOHO CORPORATION										
50100783656	25000770	08/05/2025			6,071.00		08/05/2025	INV	APP	Manage
CHECK DATE:										
8837 ZOLL MEDICAL CORPORATION										
4232361		08/05/2025			486.00		08/05/2025	INV	APP	SUPPLI
CHECK DATE:										
1,051 INVOICES					26,296,531.30					

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

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File ID:

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/17/2025

Department: Finance

Final Action:

Title:

Agenda Date: 08/05/2025

Attachments: Invoices 08.05.25.pdf

Entered by: rgatson@joliet.gov

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 415-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Award of Contract for the 2025 Hickory - Spring Creek Cleaning Project to Gregg W. Dobczyk Excavating in the Amount of $130,000.00

BACKGROUND:
Regular cleaning and maintenance of the Hickory Creek and Spring Creek channels are required each year to ensure proper water flow. This project was advertised on Thursday, July 3, 2025.

The Public Service Committee will review this matter.

CONCLUSION:
On Friday, July 18, 2024, at 10:00 A.M., four (4) sealed bids were received for the 2025 Hickory - Spring Creek Cleaning Project. The bid summary is as follows:

CONTRACTOR	BID AMOUNT
Gregg W. Dobczyk Excavating	$130,000.00
C & D Recycling Inc.	$153,000.00
P. T. Ferro Construction Co.	$196,000.00
Homer Tree Service	$235,000.00
Engineer’s Estimate	$150,000.00

The low bid by Gregg W. Dobczyk Excavating, in the amount of $130,000.00, is 13.33% below the engineer’s estimate.

Sufficient funds exist utilizing the Engineering General Fund / Contract Services (Org 09027000, Object 524200, $130.000.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council award the 2025 Hickory - Spring Creek Cleaning Project to Gregg W. Dobczyk Excavating in the amount of $130,000.00.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 415-25

File ID: 415-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/22/2025

Department: Public Works **Final Action:**

Title: Award of Contract for the 2025 Hickory - Spring Creek Cleaning Project to Gregg W. Dobczyk Excavating in the Amount of $130,000.00

Agenda Date: 08/05/2025

Entered by: tschwerha@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/24/2025	Gina Logalbo	Approve	7/25/2025
1	2	7/25/2025	Greg Ruddy	Approve	7/28/2025
1	3	7/25/2025	Kevin Sing	Approve	7/29/2025
1	4	7/25/2025	Todd Lenzie	Approve	7/29/2025
1	5	8/1/2025	Beth Beatty	Approve	7/29/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 416-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract for the 2025-2027 Native Landscaping Maintenance and Restoration Project to McGinty Bros., Inc. in the Amount of $180,733.50

BACKGROUND:
The Department of Public Utilities owns and maintains eight sites with native landscaping. Native landscaping such as rain gardens, bioswales, streambank stabilizations, and bioretention basins were installed to manage stormwater and are components of the City's MS4 permit for stormwater management and education. Maintenance practices such as mowing, controlled burns, and invasive species control by trained ecologists are critical for proper functioning and the aesthetics of these sites.

A Request for Proposal for maintenance activities for a three-year period (2025-2027) was prepared and sent to six firms that are qualified to perform ecological management tasks in the areas of native landscaping, riparian environments, wetlands, and best management practices with native plant communities.

The Public Service Committee will review this matter.

CONCLUSION:
On Thursday, June 26, 2025, two (2) proposals were received. The bid summary is as follows:

CONTRACTOR	2025	2026	2027	Total
McGinty Bros., Inc., Long Grove, IL	$51,520.00	$70,770.00	$58,443.50	$180,733.50
Tallgrass Restoration, LLC, Schaumburg, IL	$76,730.00	$95,875.00	$89,350.00	$261,955.00
Bedrock Earthscapes, Wheaton, IL	Did not Submit			
Encap, Inc., DeKalb, IL	Did not Submit			
ILM, Waukegan, IL	Did not Submit			
Stantec, Monee, IL	Did not Submit			

The low bid from McGinty Bros., Inc. has been reviewed and found to be in conformance with the requirements. McGinty Bros., Inc. has previously completed similar work for the City and is qualified to perform this work.

Funds will be charged to the Water & Sewer Operations Fund:

Org	Object	2025	2026	2027
50080014	524200	$10,195.00	$10,540.00	$14,492.25
50080031	524200	$5,700.00	$5,875.00	$7,551.25
50080802	524200	$35,625.00	$54,355.00	$36,400.00
Total		$51,520.00	$70,770.00	$58,443.50

RECOMMENDATION:
Based on the above, Staff recommends that the Mayor and City Council award the Contract for the 2025-2027 Native Landscaping Maintenance and Restoration Project, in the amount of $180,733.50, on behalf of McGinty Bros., Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS 5th day of August, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and McGinty Bros., Inc., (hereinafter called the "Contractor"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

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

SECTION 1 – SERVICES OF THE CONTRACTOR

1.1 The scope of Services is defined in the attached Letter Proposal dated June 26, 2025.

1.2 The City and the Contractor, by mutual agreement, shall determine the final schedule.

1.3 The Contractor will provide Services in accordance with the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality. Contractor shall follow all State and Local codes in completion of the Services.

1.4 The Contractor shall permit only skilled persons with applicable licenses to perform the Services. The Contractor shall enforce safety procedures, strict discipline and good order among persons performing the Work. If the City reasonably determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, the Contractor shall immediately reassign the person on receipt of the City's written notice to do so.

1.5 The Contractor shall adhere to the City's and Department of Public Utilities' Safety Policies and Guidelines.

1.6 The Contractor shall provide to the City copies of their employee's applicable professional licenses required under this Agreement.

1.7 The Contractor shall provide all tools and equipment necessary to complete the Services unless otherwise provided by the City.

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

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

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

2.3 Guarantee access to and make all provisions for the Contractor to enter upon the facilities as required for the Contractor to perform their Services under this AGREEMENT.

2.4 Examine all studies, reports and other documents presented by the Contractor and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the Services of the Contractor.

2.5 Obtain approval of all governmental authorities having jurisdiction over the Services and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Services.

SECTION 3 – PAYMENTS TO THE CONTRACTOR

3.1 The City will pay the Contractor for the professional services performed under SECTION 1 in an amount not to exceed $180,733.50. Vehicle, tool, fuel and other expenses shall be incidental.

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

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

3.4 The estimated fee for the Services anticipates the Services will be completed during the timeframe stated in the Letter Proposal.

3.5 The estimated fee will not be exceeded without prior notice to and agreement by the City, but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services. Any adjustments will be negotiated based on Contractor's increase or decrease in costs caused by delays, extensions, amendments, or changes.

SECTION 4 – TIME OF COMPLETION

4.1 The length of this AGREEMENT shall be August 5, 2025 through December 31, 2027 subject to time extensions.

4.2 Time is important for this AGREEMENT.

4.3 The Contractor shall commence Services within ten (10) calendar days of the date of execution of this AGREEMENT or such other time mutually agreed to by the Parties in writing.

SECTION 5 – NOT USED

SECTION 6 – CHANGES

6.1 City may make changes within the general scope of Services to be performed. If such changes cause an increase or decrease in Contractor's cost or time required for performance of any Services under the AGREEMENT, an equitable adjustment will be made and the AGREEMENT will be amended upon prior notice and approval by the City.

6.2 No Services for which additional compensation will be charged by Contractor will be furnished without the written authorization of the City. The fee established herein will not be exceeded without agreement by the City but may be adjusted for time delays, time extensions, amendments, or changes in the Services upon prior notice and approval by the City.

SECTION 7 – NOT USED

SECTION 8 – THIRD PARTY BENEFICIARIES

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

SECTION 9 – RIGHTS TO DELIVERABLES

9.1 Deliverables, as defined as the work product, shall become the City's permanent property upon payment by the City to the Contractor.

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

SECTION 10 – REMOVAL AND REPLACEMENT OF PERSONNEL

10.1 Contractor (for the duration of the term of the AGREEMENT) will not, without obtaining the City's prior written consent not to be unreasonably withheld, replace, or alter the assignment

of its lead personnel as identified in the Letter Proposal, to the extent their respective availability is reasonably within the Contractor's control.

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

10.3 A violation by Contractor of paragraph 10.1 and/or 10.2 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.

10.4 The City's right to request the removal of Contractor's personnel from the Services as set forth in paragraph 10.2 does not expressly or implicitly create an employer-employee relationship between the City and personnel assigned by Contractor. Such a relationship is expressly denied herein by Contractor and the City.

SECTION 11 – INSURANCE

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

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

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

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the successful proposers employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

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

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	$1,000,000

Contractor agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on an annual basis.

2. To provide separate endorsements: to name the City and its officers and employees as additional insured as their interest may appear, and to provide 30 days' notice, in writing, of cancellation or material change.

3. The Contractor's insurance shall be primary in the event of a claim.

4. The City shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

5. A Certificate of Insurance that states the City and its officers and employees have been endorsed as an "additional insured" by the Contractor's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number 500417254 on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this AGREEMENT, the City may purchase such insurance coverage and charge the expense thereof to the Contractor. Such insurance shall be maintained in full force and effect during the life of the AGREEMENT and shall protect the Contractor, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property arising in any manner from the negligent or wrongful acts or failures to act by the Contractor, its employees, agents and representatives in the performance of the Services covered by the AGREEMENT. The Contractor shall also indemnify and save harmless the City from any claims against, or liabilities incurred by the Contractor of any type or nature to any person, firm or corporation arising from the Contractor's wrongful or negligent performance of the Services covered by the AGREEMENT.

SECTION 12 – SUCCESSORS AND ASSIGNS

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

SECTION 13 – NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this AGREEMENT, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services of activities made possible by or resulting from this AGREEMENT on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this AGREEMENT and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the AGREEMENT by the City.

SECTION 14 – MODIFICATION OR AMENDMENT

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

SECTION 15 – APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 This AGREEMENT shall be deemed to have been made in and shall be construed in accordance with the laws of State of Illinois.

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

any nature or kind resulting from or arising in connection with this AGREEMENT. The Parties shall share the cost of the mediator's services equally.

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

SECTION 16 – TERMINATION OF THE AGREEMENT

16.1 TERMINATION BY THE CONTRACTOR

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

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

16.2 TERMINATION BY THE CITY

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

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this AGREEMENT in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

CITY OF JOLIET

By: _____

H. Elizabeth Beatty

City Manager

Date: _____

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____

MCGINTY BROS., INC.

By: Brian McGinty

Name: Brian McGinty

Title: President

Date: 7/11/25

MCGIBC1 OP ID: EW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners - Palatine IL dba Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067-7416 Carl E. Dohn Jr. 847-303-6800	CONTACT NAME: PHONE (A/C, No, Ext): 847-303-6800 FAX (A/C, No): 847-303-6963 E-MAIL ADDRESS: certificates.dohn@assuredpartners.com
INSURED McGinty Bros., Inc. 3744 E Cuba Rd Long Grove, IL 60047	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Motorists Comml Mutual — 13331 INSURER B : NorthStone Insurance Co — 13045 INSURER C : Lloyds of London INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Pest/Herb App Cov GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		5000417254	02/01/2025	02/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X		5000417254	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 0			5000431298	02/01/2025	02/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCN6011556	02/01/2025	02/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Prof-Poll			B0621PMCGI000925	02/01/2025	02/01/2026	Limit	$1MM/$2MM
A	Installation Floa			5000417254	02/01/2025	02/01/2026	Limit	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2025 - 2027 Native Maintenance. The following are included as Additional Insured to General Liability (coverage form attached) and Automobile coverage on a Primary and Non-Contributory basis as required by written contract with respect to work performed by the Named Insured: City of Joliet, its officers and employees.

CERTIFICATE HOLDER

CITJOLI

City of Joliet
150 W Jefferson St
Joliet, IL 60432

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carl Dohn Jr.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS BY CONTRACT OR WRITTEN AGREEMENT - 10-01

CG CW MG0031 0817

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement only applies if the language of the **ISO CG 2010 10/01 Edition** is contractually required to be provided as outlined in a written contract signed by the insured and executed prior to any loss for the type of work performed by the insured under such contract.

A. For the purposes of this endorsement, **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) you and such person(s) or organization(s) have agreed in a written contract or agreement to add, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions apply.

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McGinty Bros, Inc. Policy #5000417254

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS BY CONTRACT OR WRITTEN AGREEMENT – COMPLETED OPERATIONS - 10-01

CG CW MG0032 0817

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement only applies if the language of the **ISO CG 2037 10/01 Edition** is contractually required to be provided as outlined in a written contract signed by the insured and executed prior to any loss for the type of work performed by the insured under such contract.

For the purposes of this endorsement, **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) you and such person(s) or organization(s) have agreed in a written contract or agreement to add, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard"..

All other terms and conditions apply.

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a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

B. Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

   a. This insurance applies only with respects to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. However:

      (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

      (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   b. This insurance does not apply to:

      (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

      (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

2. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the contract or agreement; or

   b. Available under the applicable Limits of Insurance shown in the Declarations;

   Whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

C. Additional Insured – Automatic Status by Contract or Agreement – Ongoing Operations only

1. **SECTION II – WHO IS AN INSURED** is amend to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

   a. Your acts or omissions; or

   b. The acts or omissions of those acting on your behalf;

   In the performance of your ongoing operations for the additional insured. However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Automatic Status by Contract or Agreement – Completed Operations

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or agreement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insured, the following is added to **Section III – Limits Of Insurance:**

   If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the contract or agreement; or

   b. Available under the applicable Limits of Insurance shown in the Declarations;

   Whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

For the purposes of this endorsement, the following modifications are made to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

A. Primary and Noncontributory – Other Insurance Condition

The following is added to Paragraph **4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

B. Waiver of Transfer of Rights of Recovery Against Others to Us

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization requiring such waiver and included in the "products-completed operations hazard".

Our rights may only be waived prior to a loss. The insured must do nothing after a loss to impair our rights of recovery against others.

All other terms and conditions remain unchanged.

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CITY OF JOLIET
DEPARTMENT OF PUBLIC UTILITIES

PROPOSAL FORM

The bidder shall include this ORIGINAL proposal form with their submission.

2025

A. Westwood Avenue Rain Garden

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$500.00	$2,500.00
2	Mowing (spring)	1	EACH	$570.00	$570.00

$3,070.00 **2025 COST** FOR CONTRACT (Items 1-2 above)

B. West Park Front Prairie and Streambank Stabilization

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,140.00	$5,700.00

$5,700.00 **2025 COST** FOR CONTRACT (Item 1 above)

C. West Tunnel Access Site Bioretention Basins

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$350.00	$1,750.00

$1,750.00 **2025 COST** FOR CONTRACT (Item 1 above)

D. McKinley Rain Garden

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$350.00	$1,750.00

$1,750.00 **2025 COST** FOR CONTRACT (Item 1 above)

E. Eastside WWTP Slope Stabilization

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,425.00	$7,125.00

$7,125.00 **2025 COST** FOR CONTRACT (Item 1 above)

F. 921 E. Washington Street Streambank Stabilization

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,425.00	$7,125.00

$7,125.00 **2025 COST** FOR CONTRACT (Item 1 above)

G. Eastside WWTP Native Landscaping & Bioretention Basin

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,000.00	$5,000.00

$5,000.00 **2025 COST** FOR CONTRACT (Item 1 above)

H. Admin Building Native Landscaping & Bioretention

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$4,000.00	$20,000.00

$20,000.00 **2025 COST** FOR CONTRACT (Item 1 above)

$51,520.00 **2025 TOTAL COST** FOR CONTRACT (Items A-H above)

2026

A. Westwood Avenue Rain Garden

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$515.00	$2,575.00
2	Mowing (Fall)	1	EACH	$590.00	$590.00

$3,165.00 **2026 COST** FOR CONTRACT (Items 1-2 above)

B. West Park Front Prairie and Streambank Stabilization

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,175.00	$5,875.00

$5,875.00 **2026 COST** FOR CONTRACT (Item 1 above)

C. West Tunnel Access Site Bioretention Basins

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$350.00	$1,750.00

$1,750.00 **2026 COST** FOR CONTRACT (Item 1 above)

D. McKinley Rain Garden

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$350.00	$1,750.00
2	Controlled Burn (Spring)	1	EACH	$750.00	$750.00

$2,500.00 **2026 COST** FOR CONTRACT (Item 1 above)

E. Eastside WWTP Slope Stabilization

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,475.00	$7,375.00
2	Controlled Burning (Spring)	1	EACH	$3,240.00	$3,240.00

$10,615.00 **2026 COST** FOR CONTRACT (Item 1 above)

F. 921 E. Washington Street Streambank Stabilization

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,475.00	$7,375.00

$7,375.00 **2026 COST** FOR CONTRACT (Item 1 above)

G. Eastside WWTP Native Landscaping & Bioretention Basin

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,030.00	$5,150.00
2	Controlled Burning (Spring)	1	EACH	$2,340.00	$2,340.00

$7,490.00 **2026 COST** FOR CONTRACT (Items 1 and 2 above)

H. Administration Building Native Landscaping & Bioretention

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$4,000.00	$20,000.00
2	Controlled Burning (Spring)	1	EACH	$12,000.00	$12,000.00

$32,000.00 **2026 COST** FOR CONTRACT (Items 1-2 above)

$70,770.00 **2026 TOTAL COST** FOR CONTRACT (Items A-H above)

2027

A. Westwood Avenue Rain Garden

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$530.45	$2,652.25
2	Controlled Burning (Spring)	1	EACH	$1,000.00	$1,000.00

$3,652.25 **2027 COST** FOR CONTRACT (Items 1-2 above)

B. West Park Front Prairie and Streambank Stabilization

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,210.25	$6,051.25
2	Controlled Burning (Spring)	1	EACH	$1,500.00	$1,500.00

$7,551.25 **2027 COST** FOR CONTRACT (Item 1 above)

C. West Tunnel Access Site Bioretention Basins

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$350.00	$1,750.00

$ 1,750.00 **2027 COST** FOR CONTRACT (Item 1 above)

D. McKinley Rain Garden

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$350.00	$1,750.00

$ 1,750.00 **2027 COST** FOR CONTRACT (Item 1 above)

E. Eastside WWTP Slope Stabilization

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,520.00	$7,600.00

$ 7,600.00 **2027 COST** FOR CONTRACT (Item 1 above)

F. 921 E. Washington Street Streambank Stabilization

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,520.00	$7,600.00
2	Controlled Burning (Spring)	1	EACH	$3,240.00	$3,240.00

$ 10,840.00 **2027 COST** FOR CONTRACT (Items 1-2 above)

G. Eastside WWTP Native Landscaping & Bioretention Basin

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$1,060.00	$5,300.00

$ 5,300.00 **2027 COST** FOR CONTRACT (Item 1 above)

H. Admin Building Native Landscaping & Bioretention

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Invasive Species Control	5	EACH	$4,000.00	$20,000.00

$ 20,000.00 **2027 COST** FOR CONTRACT (Item 1 above)

$ 58,443.50 **2027 TOTAL COST** FOR CONTRACT (Items A-G above)

The contract will be awarded based upon the total program cost for all eight sites combined for the three-year contract term.

$51,520.00 **2025 COST** FOR CONTRACT (copied from above)

$70,770.00 **2026 COST** FOR CONTRACT (copied from above)

$58,443.50 **2027 COST** FOR CONTRACT (copied from above)

$180,733.50 **TOTAL COST** FOR CONTRACT

Alternate Contract Work

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Supplemental Plant Plugs (38 count)	1	FLAT	$171.00	$171.00
2	Native Seeding	1	ACRE	$1,550.00	$1,550.00
3	Site Mowing: Westwood Ave. Rain Garden	1	EACH	$590.00	$590.00
4	Site Mowing: W. Park Front Prairie	1	EACH	$800.00	$800.00
5	Site Mowing: W. Tunnel Access Site Bioretention Basin	1	EACH	$400.00	$400.00
6	Site Mowing: McKinley Rain Garden	1	EACH	$500.00	$500.00
7	Site Mowing: Eastside WWTP Slope Stabilization	1	EACH	$1,140.00	$1,140.00
8	Site Mowing: 921 E. Washington St. Streambank	1	EACH	$1,080.00	$1,080.00
9	Site Mowing: Eastside WWTP Native Landscaping & Bioretention Basin	1	EACH	$780.00	$780.00
10	Site Mowing: Admin Building Native Landscaping & Bioretention	1	EACH	$4,320.00	$4,320.00

The undersigned bidder, having examined the specifications, hereby agrees to supply the services as per the attached specifications. Exceptions to the specifications are to be listed on a separate attached sheet.

NO ALTERNATE PROPOSALS WILL BE ACCEPTED - ONLY ONE PROPOSAL PER COMPANY WILL BE ACCEPTED.

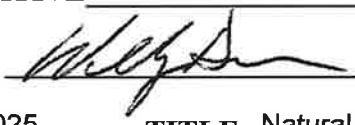
FIRM NAME: McGinty Bros., Inc.

ADDRESS: 3744 East Cuba Road

CITY: Long Grove **STATE** IL **ZIP** 60047

TELEPHONE NO: 847-526-9322 **FAX NO:** 847-438-1883

AUTHORIZED REPRESENTATIVE William Duncan **(PRINT)**

SIGNATURE: 

DATE: 6/26/2025 **TITLE:** Natural Areas Project Manager

E-MAIL ADDRESS: wduncan@mcgintybros.com

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 416-25

File ID: 416-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/23/2025

Department: Public Utilities **Final Action:**

Title: Award of Contract for the 2025-2027 Native Landscaping Maintenance and Restoration Project to McGinty Bros., Inc. in the Amount of $180,733.50

Agenda Date: 08/05/2025

Attachments: City of Joliet 2025 to 2027 Native Maintenance_Signed Contract.pdf

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/24/2025	Gina Logalbo	Approve	7/25/2025
1	2	7/27/2025	Allison Swisher	Approve	7/28/2025
1	3	7/27/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	4	7/28/2025	Christine Chinderle	Approve	7/30/2025
1	5	7/28/2025	Todd Lenzie	Approve	7/30/2025
1	6	8/1/2025	Beth Beatty	Approve	7/30/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 417-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Approval of the Purchase of One (1) Ford F-550 Dump Body Truck from Ron Tirapelli Ford, Inc. in the Amount of $88,288.70

BACKGROUND:
The purchase of a new Ford F-550 flatbed contractor style dump truck for the Department of Public Utilities water operations was included as part of the approved 2025 budget.

The Public Service Committee will review this matter.

CONCLUSION:
Pricing was requested from six (6) area Ford dealers. Three (3) dealers provided quotes. Results are shown below:

- $88,288.70 - Ron Tirapelli Ford, Inc. (unit is in stock)
- $88,885.70 - Rod Baker Ford (unit is in stock)
- $90,860.70 - D'Orazio Ford (unit would need to be ordered and built)

No response or quote was received from Hawk Ford, Sutton Ford, nor Willowbrook Ford for this item.

Sufficient funds are available for this purchase request in the 2025 Water & Sewer Capital Improvements Fund (Org 50180012, Object 557500, $88,288.70).

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. 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 one (1) Ford F-550 Dump Body Truck from Ron Tirapelli Ford, Inc. in the amount of $88,288.70.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 417-25

File ID: 417-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/22/2025

Department: Public Works **Final Action:**

Title: Approval of the Purchase of One (1) Ford F-550 Dump Body Truck from Ron Tirapelli Ford, Inc. in the Amount of $88,288.70

Agenda Date: 08/05/2025

Entered by: jsprice@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/28/2025	Gina Logalbo	Approve	7/29/2025
1	2	7/28/2025	Sean Mikos	Approve	7/30/2025
1	3	7/28/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	4	7/28/2025	Christine Chinderle	Approve	7/30/2025
1	5	7/28/2025	Todd Lenzie	Approve	7/30/2025
1	6	8/1/2025	Beth Beatty	Approve	7/31/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 418-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Approval of Purchase of HazMat Project Specific Up Fit from EZ Stak LLC in the Amount of $42,662.08

BACKGROUND:
The City recently purchased two (2) new emergency response HazMat vehicles with trailers. Both trailers require upfit packages to provide the appropriate storage and functionality for HazMat response. The purchase of these trailer upfits will complete the build of these vehicles.

The Public Service Committee will review this matter.

CONCLUSION:
EZ Stak LLC provides customized, light weight, modular, mobile workspaces for trailers, and offers preferred government / municipal pricing structures. Upon delivery, Fleet Services staff will complete the installation of the mobile workspaces in the trailers.

Sufficient funds exist in the 2025 budget to complete this purchase (Org 30070020, Object 557500, $42,662.08).

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. 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 HazMat Project Specific Up Fit from EZ Stak LLC in the amount of $42,662.08.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 418-25

File ID: 418-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/22/2025

Department: Public Works **Final Action:**

Title: Approval of Purchase of HazMat Project Specific Up Fit from EZ Stak LLC in the Amount of $42,662.08

Agenda Date: 08/05/2025

Entered by: jsprice@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/28/2025	Gina Logalbo	Approve	7/29/2025
1	2	7/28/2025	Sean Mikos	Approve	7/30/2025
1	3	7/28/2025	Jeff Carey	Approve	7/30/2025
1	4	7/28/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	5	7/28/2025	Christine Chinderle	Approve	7/30/2025
1	6	7/28/2025	Todd Lenzie	Approve	7/30/2025
1	7	8/1/2025	Beth Beatty	Approve	7/31/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 419-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: William Evans, Chief of Police

SUBJECT:
Approval of a Sole Source Agreement with Blue Line Professional Consultants, LLC

BACKGROUND:
On May 3, 2022, the City Council approved the police department entering into a sole-source agreement with Blue Line Professional Consultants, LLC. The 2026 agreement is recurring, and recommended by Illinois House Bill 3653, which provides mental health screening services to all law enforcement officers annually and meets the Illinois State Standards Board training mandate. Last year, in 2024, this service was expanded to include our civilian staff, such as 911 Communication Dispatchers, FOIA analysts, and front desk personnel who regularly experience the same stresses and conflicts our sworn personnel encounter. The service expansion received full support from the public safety committee and full council which was approved on March 19, 2024.

The Public Safety Committee will review this matter.

CONCLUSION:
Blue Line Professional Consultants LLC will provide mental health screening and services to all sworn and civilian police personnel. Blue Line Professional Consultants, LLC has qualified licensed personnel with the expertise and cultural competence necessary to work with law enforcement and civilian staff. Blue Line Professional Consultants currently provides the same services to other law enforcement agencies within Will and Grundy counties. Blue Line Professional Consultants has supplied a Vendor/Subcontractor agreement for the police department, which states it will charge $165.00 per department member. The police department has authorized staffing for two hundred eighty-six (286) officers and approximately fifty (50) 911 dispatchers, front desk personnel, and FOIA Analysts.

Section 2-438 of the City of Joliet Code of Ordinance states that purchases over $25,000 may be awarded without written specifications or bidding under certain circumstances. Two (2) of these circumstances apply:

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

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

Funds are available from the Professional Services Account (Org: 06001000, Object:523300)

RECOMMENDATION:
Based upon the above, it is recommended that the Mayor and City Council approve the recurring sole source agreement between Blue Line Professional Consultants, LLC and the Joliet Police Department.

VENDOR/SUBCONTRACTOR AGREEMENT

This agreement entered into this _____ day of _____, 20__, by and between BLUE LINE PROFESSIONAL CONSULTANTS LLC ("Blue Line") and the law enforcement agency of Joliet Police Department ("the Agency").

WITNESSETH

WHEREAS, Illinois House Bill 3653 provides, in pertinent part, that each law enforcement agency in the State of Illinois provide certain mental health screening services to each of its personnel, on an annual basis; and

WHEREAS, Blue Line is in the business of providing the necessary mental health screening services required by state law to law enforcement agencies' sworn personnel; and

WHEREAS, Blue Line possesses the knowledge and expertise necessary to provide the mental health screening services required by state law to law enforcement agencies' sworn personnel; and

WHEREAS, Blue Line can provide the qualified personnel and expertise required under State law to provide the required mental health screening services, with each provider fully licensed to provide those services; and

WHEREAS, Blue Line desires to become the Agency's exclusive provider of the required mental health screening services to sworn law enforcement personnel, in accordance with the requirements of state law and in accordance with the terms and conditions fully set forth hereinafter; and

WHEREAS, the Agency desires to exclusively retain Blue Line to provide its knowledge, information, expertise and efforts to provide the mental health screening services required by state law to law enforcement agencies' sworn personnel and to do all other things necessary to insure the Agency's compliance with the screening requirements of state law; and

WHEREAS, the Agency and Blue Line desire that the relationship between them be and remain that of a vendor/subcontractor/independent contractor and not an employee;

WHEREAS, the parties acknowledge and agree that the services to be provided by Blue Line in accordance with this

agreement are meant to satisfy the new mental health screening requirements contained in the provisions of House Bill 3653 and not as a substitute for the normal evaluation, assessment, monitoring and supervision of sworn law enforcement personnel typically required and undertaken by the agency for which they work;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties to this agreement, it is hereby agreed as follows:

1. **Term of Agreement.** The Agency does hereby agree to retain Blue Line, as its exclusive provider of mental health screening services for its personnel, for a period of JAN 2024 year(s), commencing on December, 2026 or until the agreement is otherwise terminated.

2. **Nature and Scope of Relationship.** This agreement shall be between Blue Line and the Agency, as a vendor/subcontractor, not as an employee. As a vendor/subcontractor to the Agency Blue Line hereby agrees to devote the time necessary to complete the required mental health screenings to the Agency's sworn and civilian personnel in accordance with the provisions of this contract.

3. **Duties and Responsibilities of the Agency.** Blue Line and the Agency agree that the Agency shall be responsible for the following:

(a) Providing to Blue Line a list of the sworn personnel to which the mental health screening requirement applies ("covered personnel") and promptly notifying Blue Line, in writing, of any additions or deletions thereto, which will allow Blue Line to maintain a reasonably up-to-date list of sworn personnel subject to the mental health screening requirements ("the roster of covered personnel")

(b) To schedule each of its covered personnel, with sufficient time and availability, to participate in and complete the required mental health screening on the dates and times agreed to between Blue Line and the agency, on an annual basis,

(c) Provide an on-site (or off-site, as agreed) private, secure physical location(s) ("the screening room(s)"), suitable for conducting the mental health screenings, and in which

confidentiality may be appropriately maintained for the participants, in which Blue Line may conduct the required screenings,

(d) Provide reasonable and adequate times in which the screening room(s) is/are exclusively available to Blue Line for the purpose of conducting the required mental health screenings,

(e) Providing a schedule to Blue Line (with times and dates, in increments agreed to by Blue Line and the agency) of the participants, and scheduled times for each of their mental health screenings, not less than 48 hours prior to the commencement of the screenings,

(f) Scheduling any necessary makeup mental health screenings for those covered persons who failed to make their regularly scheduled appointment(s),

(g) Identifying from time to time, in writing, the person at the Agency to whom Blue Line shall provide the necessary reports required under this agreement and Illinois law,

(g) Provide anything else necessary for Blue Line to schedule, conduct and complete the required mental health screenings and reporting,

4. **Duties and Responsibilities of Blue Line.** Blue Line and the Agency agree that Blue Line's responsibilities in providing the mental health screening services to the Agency's sworn personnel will be as follows:

(a) Promptly acknowledging, in writing, receipt of the list of sworn personnel subject to the mental health screening requirements, and any additions or deletions thereto, and maintaining a list which includes those additions and deletions ("the current roster of covered personnel"), to be provided to the Agency upon reasonable written request,

(b) Maintaining a list of covered personnel subject to the mental health screening requirements and the current status of each. That list, which shall be kept reasonably up-to-date and made available to the Agency upon reasonable written request, shall include: (i) the date that person was added to the list, (ii) each scheduled date for a screening, (iii) each missed date for a screening, and (iv) the date of a completed screening, and (v) the status of completion of the screening for each of those persons,

(c)Establishing an agreed schedule for the required annual mental health screenings with the agency and making sufficient personnel available to complete the mental health screenings at the agreed dates and times,

(d) Establishing an agreed day(s), annually, for making up/completing those mental health screenings which were not completed at the regularly scheduled dates and times and making sufficient personnel available to complete those screenings,

(e) Providing sufficient qualified personnel ("the screener(s)") to perform the required mental health screening of each member of the then current roster of covered personnel ("screened person"), on the times and dates agreed to by the agency and Blue Line, in accordance with the schedule of individual appointments provided to Blue Line by the agency,

(f) Providing any and all necessary and required references, recommendations or referrals to each screened person, as determined by Blue Line personnel during the screening, in accordance with the requirements and guidelines for mental health providers and all applicable Illinois laws,

(g) Should a screened person, in the sole determination or discretion of the screener, express or present a present danger to himself or others, or as an immediate threat to life or safety of a child, elder or other protected person, the screener and Blue Line shall make an immediate report to the appropriate law enforcement and/or mental health agency/provider as required by applicable law, standards and guidelines for mental health providers and document the same,

(g) Providing a written report, in whatever format designated by the Agency, on an annual basis, which shows the status of the screening of each member of the then current roster of covered personnel,

5. **Services Not Included Or Prohibited.** Blue Line and the Agency agree that Blue Line's duties and services provided shall not include, and Blue Line shall be specifically prohibited from:

(a) Any reporting to any other agency, firm, treatment provider or person, other than the designated person at the Agency pursuant to this agreement, regarding the mental health screening services provided under this agreement

(b) Providing any diagnosis or treatment, of any kind or nature, of any mental health condition, for any of the covered personnel or screened persons to which Blue Line has provided mental health screening services pursuant to this agreement,

(c) Making any assessment or determination, for any purpose, for any of the covered personnel or screened persons to which Blue Line is providing mental health screening services pursuant to this agreement, of fitness for duty or any similar assessment or determination,

(d) Any other service not required by the mental health screening provisions of House Bill 3653 or Illinois law.

6. **Provision and Ownership of Information Regarding Personnel.** The Agency agrees to provide all information which it now possesses or generates during this agreement regarding the sworn personnel to be covered under this agreement which is reasonably necessary for Blue Line to provide the mental health screening services contemplated to be provided by this agreement and Blue Line agrees that all such information so provided shall be received and held in the strictest confidence and in accordance with the requirements and provisions of all applicable local, state and federal laws and regulations.

7. **Payments for Services By the Agency.**

A. Rate. Blue Line and the Agency agree that as compensation for the services rendered by Blue Line to the Agency, the Agency agrees to pay to Blue Line a fee ("the fee") calculated and paid as set forth below.

B. Calculation of Amounts Due. Amounts due for services rendered under this agreement shall be calculated as follows:

Each completed mental health screening session .....
$___165.00_____

Each missed but scheduled screening session .....
$___165.00_____

Each late arrival but scheduled screening session ...
$___165.00_____
(late = more than 15 minutes after scheduled start time)

Mileage will also be charged at the federal mileage rate.

C. Payment Terms. All sums due under this section as a fee shall be due and payable by the Agency to Blue Line no later than 30 days after the receipt of invoice.

8. **Record Keeping and Reporting.** As part of the services provided by Blue Line pursuant to this contract, Blue Line agrees to compile, keep and maintain the following records for the time period required by law, but not less than three years, and thereafter such records will be destroyed.

A. Lists of Personnel Served. All law enforcement personnel, designated by agency, which have been disclosed to Blue Line as eligible for mental health screening pursuant to Illinois law.

B. Services Performed. All screening scheduled and completed for each person referred for same to Blue Line and the recommendations or referrals made in connection with such screening.

C. Reporting. All reporting made to any agency for which Blue Line has performed mental health screening services pursuant to this agreement.

9. **Termination of Agreement.** This agreement may be terminated in one of the following ways:

A. For Convenience. By either party, at any time, with ninety (90) days written notice via registered mail to the other.

B. For Cause. Blue Line may terminate this agreement at any time, without notice, for good cause, which includes, but is not limited to, the specific material breaches of this agreement enumerated herein, as well as any other material breaches of this agreement by the Agency which, in the sole opinion of Blue Line, constitutes malfeasance, self-dealing or conduct detrimental to Blue Line, its business or its employees.

C. For Non-Renewal. If Blue Line exercises, in writing, within the time period set forth herein, its option to non-renew, this agreement shall automatically terminate one year after dated unless and when Blue Line elects to renew on terms

and conditions agreeable to the parties, by executing a new, written agreement with The Agency.

D. Death or Disability of the Principals of Blue Line. If, at any time during the period covered by this agreement, one or more of the principals of Blue Line shall die or become disabled, physically or mentally, to such a degree that their ability to perform or fulfill any of the obligations required by this agreement, or to otherwise fully and completely perform all things required by this agreement, shall be materially or substantially affected (in the sole opinion of Blue Line), Blue Line may terminate this agreement, effective upon written notice of termination under this paragraph from Blue Line to The Agency. In the event of a termination by Blue Line under this paragraph, the Agency and Blue Line agree that Blue Line shall have no further obligation to perform for or pay to the Agency, or anyone else, any additional sums under this contract.

E. Bankruptcy or Insolvency. In the event that, at any time during the period covered by this agreement, Blue Line shall file a petition for relief under the United States Bankruptcy Code (or shall have an involuntary petition filed against him) or shall declare or become insolvent or execute a general assignment for the benefit of her creditors, this agreement shall automatically terminate. In the event of a termination under this paragraph, the Agency and Blue Line agree that Blue Line shall have no further obligation to pay to perform for or pay to the Agency, or anyone else, any additional sums under this contract.

10. **Renewal of Agreement.** This agreement shall renew, for an additional one (1) year period, under the same terms and conditions then in effect upon the agreement of both parties.

11. **Enforcement of Agreement; Payment of Fees and Costs.** The parties agree that Blue Line shall retain, at all times, the right to seek an injunction, and any other appropriate judicial relief, to enforce the terms of this agreement. In the event that Blue Line must seek judicial relief to enforce any of the terms and provisions contained in this agreement, the Agency agrees to indemnify and hold Blue Line harmless for all costs and expenses incurred in association therewith and further agrees to pay all costs and attorney's fees incurred by Blue Line in connection with the enforcement of this agreement.

12. **Indemnification**. The Agency agrees to defend, indemnify and hold harmless Blue Line, and its members, officers and employees, against any and all liability, loss, costs, damages, expenses or claims, including attorney's fees, which it may hereafter sustain, incur or be required to pay, arising in whole or in part out of the provision of services pursuant to this agreement.

13. **Notices.** All notices contemplated or required by this agreement shall be in writing and shall be served either personally or by certified mail, return receipt requested. The date of mailing, if by certified mail, shall be deemed the date of service. Notices shall be served at the following addresses, until written notification of change by either party to the other:

Blue Line:

Blue Line Professional
Consultants LLC
15518 Joliet Road
Plainfield, Illinois 60544

The Agency:

14. **Governing Law.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. All disputes under this Agreement will be exclusively resolved by the courts of the State of Illinois and the parties' consent to the jurisdiction of such courts, agree to accept service of process by mail and hereby waive any jurisdictional or venue defenses.

15. **Entire Agreement.** This instrument constitutes the entire agreement between the parties hereto. Any prior or other agreements, representations or negotiations between the parties not set forth herein are of no force and effect.

16. **No Oral Modification**. No amendment or modification of any of the provisions of this agreement will be effective unless made in writing specifically referring to this agreement and duly signed by an authorized representative of each party.

17. **Non-Assignability of Agreement.** This agreement shall not be assigned by either party without the prior written consent of the other party. The parties also agree that there shall be no assignment of any money due or to become due under this agreement to any party.

18. **Severability**. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement. Should any provision or partial provision be found illegal or unenforceable for being too broad with respect to its duration, scope or subject matter, said provision or partial provision will be deemed and construed to be reduced to the maximum duration, scope or subject matter permitted by law.

19. **Headings.** All headings and titles to articles, paragraphs and sub-paragraphs are for convenience and information only and are not to be considered as substantive parts of this agreement.

Entered into this _____ day of _____, 20__.

BLUE LINE PROFESSIONAL CONSULTANTS LLC, an Illinois limited liability company

By:_____
Bonnie McPhillips
Managing Member

Subscribed and sworn to before before
me this _____day of _____, 20___.

_____
Notary Public

By: _____

Its:_____

Subscribed and sworn to

me this _____day of_____, 20___.

_____
Notary Public

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 419-25

File ID: 419-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 06/25/2025

Department: **Final Action:**

Title: Approval of a Sole Source Agreement with Blue Line Professional Consultants, LLC

Agenda Date: 08/05/2025

Attachments: 2026 contract Blue Line Professionals.pdf

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/29/2025	Gina Logalbo	Approve	7/23/2025
1	2	7/30/2025	William Evans	Approve	7/31/2025
1	3	7/30/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	4	7/30/2025	Christine Chinderle	Approve	8/1/2025
1	5	7/30/2025	Todd Lenzie	Approve	8/1/2025
1	6	8/1/2025	Beth Beatty	Approve	8/1/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 420-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Award of Professional Services Contract with Frost Solutions, LLC to provide Roadway Temperature Sensors for 2025-2029 in the Annual Amount of $38,346.00

BACKGROUND:
In 2020, the Roadways Division entered into a five-year contract with Frost Solutions, LLC, to provide twelve non-invasive, non-contact Road Weather Information System (RWIS) sensors at various locations throughout the City. These sensors detect air temperature, road temperature, humidity, dew point, and include a camera to provide real-time roadway condition awareness and relay it back to a website that is monitored 24 hours a day by Roadways personnel. This system has become an essential tool in the planning and execution of snow and ice removal over the last five years.

The Public Service Committee will review this matter.

CONCLUSION:
Frost Solutions, LLC has provided a proposal for a five-year extension of the existing professional services contract for the weather stations. Additionally, the Roadways Division has requested to add three (3) Snow Depth Sensors, to be located near the three Roadways facilities, as part of the contract extension.

The proposal includes all maintenance, necessary replacement, calibrations, and software upgrades for all stations throughout the term of the contract. The proposed contract, which includes a multiyear cost savings incentive, is for a five (5) year term. The annual cost for the agreement is $38,346.00 for a five (5) year total cost of $191,730.00.

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:

(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 funds exist in the Public Works Roadways General Fund / Contract Services (Org 09029000, Object 524200, $38,346.00). The annual cost will be budgeted in the subsequent fiscal years 2026, 2027, 2028, and 2029.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council Award a professional services contract to Frost Solutions, LLC to provide Roadway Temperature Sensors in an annual amount of $38,346.00 ($191,730.00 over five years) for the years of 2025-2029.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 420-25

File ID: 420-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/22/2025

Department: Public Works **Final Action:**

Title: Award of Professional Services Contract with Frost Solutions, LLC to provide Roadway Temperature Sensors for 2025-2029 in the Annual Amount of $38,346.00

Agenda Date: 08/05/2025

Entered by: jnordman@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/28/2025	Gina Logalbo	Approve	7/24/2025
1	2	7/28/2025	Sean Mikos	Approve	7/30/2025
1	3	7/28/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	4	7/28/2025	Christine Chinderle	Approve	7/30/2025
1	5	7/28/2025	Todd Lenzie	Approve	7/30/2025
1	6	8/1/2025	Beth Beatty	Approve	7/30/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 421-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Change Order No. 1 for the Black Road Acres Phase 2 Water Main Improvements Project to Lex Cox & Sons Excavating for a Decreased Amount of ($378,659.53) and Pay Estimate No. 2 and Final in the Amount of $1,462,680.70

BACKGROUND:
On January 16, 2024, the Mayor and City Council awarded a Contract for the Black Road Acres Phase 2 Water Main Improvements Project, in the amount of $2,850,160.18, on behalf of Len Cox & Sons Excavating, 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, a net decrease in the amount of ($378,659.53) is for the following work:

- Balancing for final quantities
- Deduction for unused quantities
- Additional water main (open cut), 6-inch
- Additional casing pipe (tunneling under sewer), 16-inch
- Additional water main non-pressure connection, 8-inch
- Additional gate valve, 8-inch
- Additional valve vault, 4-foot diameter
- Additional storm sewer removal and replacement, 12-inch
- Additional water service line type k - directional drilling, 1-inch
- Additional restoration of lawns and parkways
- Additional hot-mix asphalt removal and replacement, 2.5-inch binder 1.5-inch surface
- Deduct non-pressure connections
- Deduct water main line stops
- Deduct sanitary sewer removal and replacement
- Deduct storm sewer removal and replacement
- Deduct temporary hot-mix asphalt pavement
- Deduct hot-mix asphalt removal and replacement, 10.5-inch binder 1.5-inch surface
- Deduct PCC restoration items
- Deduct tree removal items

- Repair unmarked water service at vacant lot on 8/30/24
- Repair unmarked water service at 407 E. Bevan Drive on 9/9/24
- Repair buried manhole at 705 Ann Street on 11/7/24
- Repair sprinkler line in the Arden Street parkway on 11/25/24
- Time extension of 52 days (10/29/24 to 12/20/24) due to weather conditions, field conflicts, and material procurement delays

Funds will be credited for this project to the Water Main Replacement Fund (Org 53880000, Object 557200, ($378,659.53)).

Also, Pay Estimate No. 2 and Final, in the amount of $1,462,680.70, on behalf of Len Cox & Sons Excavating.

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 ($378,659.53), to the contract for the Black Road Acres Phase 2 Water Main Improvements Project.

2. Approve Pay Estimate No. 2 and Final, in the amount of $1,462,680.70, on behalf of Len Cox & Sons Excavating.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 421-25

File ID: 421-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/23/2025

Department: Public Utilities **Final Action:**

Title: Approval of Change Order No. 1 for the Black Road Acres Phase 2 Water Main Improvements Project to Lex Cox & Sons Excavating for a Decreased Amount of ($378,659.53) and Pay Estimate No. 2 and Final in the Amount of $1,462,680.70

Agenda Date: 08/05/2025

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/24/2025	Gina Logalbo	Approve	7/28/2025
1	2	7/27/2025	Allison Swisher	Approve	7/28/2025
1	3	7/27/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	4	7/28/2025	Christine Chinderle	Approve	7/30/2025
1	5	7/28/2025	Todd Lenzie	Approve	7/30/2025
1	6	8/1/2025	Beth Beatty	Approve	7/31/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 422-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Approval of Change Order No. 2 for the Joliet Street / Ottawa Street Streetscape Repair Project to PT Ferro Construction Co. for a Deduction in the Amount ($32,087.08) and Payment Estimate No. 2 and Final in the Amount of $5,874.73

BACKGROUND:
On September 19, 2023, the Joliet Street / Ottawa Street Streetscape Repair Project was awarded by the Mayor and City Council in the amount of $113,238.36. Subsequently, Change Order No. 1 in the amount of $10,460.07 was approved.

The Public Service Committee will review this matter.

CONCLUSION:
This project has been completed, inspected, and accepted. Change Order No. 2, a net decrease of ($32,087.08), is the result of the following:

1) Not replacing the decorative steel railing around mailboxes at the Joliet Public Library.

2) Eliminating several tree planting locations and replacing with sidewalk.

Funds are to be reimbursed to the Public Works Capital Improvement Fund / Infrastructure (Org 30090270, Object 557200, ($32,087.08)).

Also, included is Payment Estimate No. 2 and Final, in the amount of $5,874.73, on behalf of PT Ferro Construction Co.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council take the following action for the Joliet Street / Ottawa Street Streetscape Repair Project:

1) Approve Change Order No. 2, a net deduction in the amount of ($32,087.08).

2) Approve Payment Estimate No. 2 and final in the amount of $5,874.73 on behalf of PT Ferro Construction Co.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 422-25

File ID: 422-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/22/2025

Department: Public Works **Final Action:**

Title: Approval of Change Order No. 2 for the Joliet Street / Ottawa Street Streetscape Repair Project to PT Ferro Construction Co. for a Deduction in the Amount ($32,087.08) and Payment Estimate No. 2 and Final in the Amount of $5,874.73

Agenda Date: 08/05/2025

Entered by: dortiz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/28/2025	Gina Logalbo	Approve	7/24/2025
1	2	7/28/2025	Sean Mikos	Approve	7/30/2025
1	3	7/28/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
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1	6	7/28/2025	Beth Beatty	Approve	7/30/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 423-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Kevin Sing, Director of Finance

SUBJECT:
Authorization to Fund Draw 12 for Tax Increment Financing District #7 in the Amount of $206,179.90

BACKGROUND:
In 2022, the City of Joliet issued a General Obligation Bond to fund eligible Tax Increment Financing costs for the Rock Run Collection Development at Interstates 55 and 80. Generally these costs are for Roads, Water, and Sewer that serve the development. To date there have been 14 draws to Reimburse the City for costs associated with Olympic BLVD and 11 draws for Cullinan Joliet LLC. Draws to date total $56,751,833.32.

CONCLUSION:
This agenda item is for Draw 12 totaling $206,179.90 to reimburse Cullinan Joliet LLC for Roadway and Utility work. The draw has been reviewed by Public Works and has been found to be accurate.

RECOMMENDATION:
It is recommended that the Mayor and City Council approve Draw 12 in the amount of $206,179.90.

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CULLINAN PROPERTIES, LTD.
CHICAGO, IL | PEORIA, IL | ST. LOUIS, MO

May 30, 2025

Beth Beatty, City Manager
City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

Re: City of Joliet – Bond Reimbursement Submittal No. 12

Dear Beth:

Please find enclosed one (1) complete hard copy of Bond Reimbursement Submittal No. 12, covering the period of thru April 30, 2025, which is being submitted for the City's review, approval and reimbursement.

Please let me know if you have any questions. Thank you.

Sincerely,

Michael Gold

Michael Gold
President, Cullinan Properties

Enclosures

cc: Jim Testin, Development Manager

Proof of payment in the form of cancelled checks contains confidential information such as the Payee's bank account. As such, this information is confidential and should not be disclosed by the City pursuant to Section 7(g) of the Illinois Open Meetings Act (5 ILCS140/7)

Docusign Envelope ID: 25FF72BB-051E-4B5B-BDDC-973596018059

Cullinan Properties, LTD

INVOICE

Cullinan Joliet, LLC
420 N. Main Street
East Peoria, IL 61611

Date May 30, 2025

Invoice No. 053025-BOND12

Due Date June 30, 2025
Payment Terms 30 Days

City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

DESCRIPTION	AMOUNT
Bond Submittal 12	206,179.90
For Period thru April 30, 2025	-
	206,179.90
PLEASE NOTE - NEW WIRE INSTRUCTIONS	
Wire Instructions: [redacted]	
TOTAL	$ 206,179.90

Make all checks payable to **Cullinan Joliet, LLC**

THANK YOU FOR YOUR BUSINESS!

Proof of payment in the form of cancelled checks contains confidential information such as the Payee's bank account. As such, this information is confidential and should not be disclosed by the City pursuant to Section 7(g) of the Illinois Open Meetings Act (5 ILCS140/7)

Docusign Envelope ID: 25FF72BB-051E-4B5B-BDDC-973596018059

Summary of Bond Reimbursement Activity to Date
As of Request Number 12
Submitted May 30, 2025

Request no.	Date Submitted	Date Funded	ROCK RUN COLLECTION, LLC			CITY			TOTAL		
			Amount Submitted this request	Amount Previously Submitted	Amount Submitted to Date	Amount Submitted this request	Amount Previously Submitted	Amount Submitted to Date	Amount Submitted this request	Amount Previously Submitted	Amount Submitted to Date
Submittal No. 1	9/28/2022	9/28/2022	$ -	$ 18,560,724.00	$ 18,560,724.00	$ -	$ 2,118,184.00	$ 2,118,184.00	$ -	$ 20,678,908.00	$ 20,678,908.00
Submittal No. 2	9/28/2022	9/28/2022	$ -	$ 5,491,113.04	$ 5,491,113.04	$ -	$ 258,564.79	$ 258,564.79	$ -	$ 5,749,677.83	$ 5,749,677.83
Submittal No. 3	10/21/2022	11/2/2022	$ -	$ 1,086,583.69	$ 1,086,583.69	$ -	$ 1,305,191.10	$ 1,305,191.10	$ -	$ 2,391,774.79	$ 2,391,774.79
Submittal No. 4	11/22/2022	12/8/2022	$ -	$ 872,483.63	$ 872,483.63	$ -	$ 569,963.00	$ 569,963.00	$ -	$ 1,442,446.63	$ 1,442,446.63
Submittal No. 5	12/28/2022	1/27/2023	$ -	$ 378,275.21	$ 378,275.21	$ -	$ 10,512.08	$ 10,512.08	$ -	$ 388,787.29	$ 388,787.29
Submittal No. 6	3/13/2023	3/30/2023	$ -	$ 990,869.62	$ 990,869.62	$ -	$ 88,753.84	$ 88,753.84	$ -	$ 1,079,623.46	$ 1,079,623.46
Submittal No. 7	7/28/2023	10/4/2023	$ -	$ 540,884.46	$ 540,884.46	$ -	$ 311,353.66	$ 311,353.66	$ -	$ 852,238.12	$ 852,238.12
Submittal No. 8	12/21/2023	2/7/2024	$ -	$ 1,432,365.47	$ 1,432,365.47	$ -	$ 1,165,052.59	$ 1,165,052.59	$ -	$ 2,597,418.06	$ 2,597,418.06
Submittal No. 9	3/15/2024	5/7/2024	$ -	$ 682,036.14	$ 682,036.14	$ -	$ 3,184,058.05	$ 3,184,058.05	$ -	$ 3,866,094.19	$ 3,866,094.19
Submittal No. 10	8/6/2024	9/4/2024	$ -	$ 999,100.58	$ 999,100.58	$ -	$ 4,019,689.76	$ 4,019,689.76	$ -	$ 5,018,790.34	$ 5,018,790.34
Submittal No. 11	11/14/2024		$ -	$ 601,030.03	$ 601,030.03	$ -	$ 1,886,940.89	$ 1,886,940.89	$ -	$ 2,487,970.92	$ 2,487,970.92
Submittal No. 12	5/30/2025		$ 206,179.90	$ -	$ 206,179.90		$ 7,031,715.75	$ 7,031,715.75	$ 206,179.90	$ 7,031,715.75	$ 7,237,895.65
Submittal No. 13							$ 2,229,245.68	$ 2,229,245.68	$ -	$ 2,229,245.68	$ 2,229,245.68
Submittal No. 14							$ 937,142.26	$ 937,142.26		$ 937,142.26	$ 937,142.26
		Totals	**$ 206,179.90**	**$ 31,635,465.87**	**$ 31,841,645.77**		**$ 25,116,367.45**	**$ 25,116,367.45**	**$ 206,179.90**	**$ 56,751,833.32**	**$ 56,958,013.22**

Total Summary			
Total Bond Amount			**$ 89,469,880.00**
Less: Total Funded to Date			**$ (56,751,833.32)**
Less: Current Amount Requested			**$ (206,179.90)**
Bond Balance			**$ 32,511,866.78**

Approved by Cullinan Joliet, LLC:

Development Manager

Jim Testin

Jim Testin

6/4/2025

Date: _____

On behalf of Cullinan Joliet, LLC, as Agent to Owner

Kevin Thornton, EVP Construction

Kevin A. Thornton

6/10/2025

Date: _____

Docusign Envelope ID: 25FF72BB-051E-4B5B-BDDC-973596018059

ROCKRUN COLLECTION - DISTRICT INFRASTRUCTURE AND SITE IMPROVEMENT PROJECT

BOND REIMBURSEMENT REQUEST No. 12 thru 04-30-25

INVOICE

5-30-25

JOB	Phase	Cost Code	Item #	Description	Invoice Date	Vendor	Invoice # - Description	*Total Invoice Amount*	*Less Amount Not Applicable*	Amount Submitted for Reimbursement
			1) Access Project Phase I Engineering							
				No costs this submittal						
			2) ROW West I-55							
				No costs this submittal						
			3) DDI Local Share							
				No costs this submittal						
			4) Olympic Blvd Bridge/Extension (East of RRC Site Line)							
				No costs this submittal						
			5) Phase I & II On-Site Roadways							
			Soft Costs							
7516JOL	3000	001026	5-A	Site Civil Engineering	9/20/2024	001026 CEMCON, LTD	0302281 Consultants - Civil Engineering	2,740.00	-	2,740.00
7516JOL	3000	001026	5-A	Site Civil Engineering	10/21/2024	001026 CEMCON, LTD	0302367 Consultants - Civil Engineering	2,518.70	-	2,518.70
7516JOL	3000	001026	5-A	Site Civil Engineering	11/22/2024	001026 CEMCON, LTD	0302480 Consultants - Civil Engineering	1,960.00	-	1,960.00
7516JOL	3000	001026	5-A	Site Civil Engineering	11/22/2024	001026 CEMCON, LTD	0302474 Consultants - Civil Engineering	3,336.00	-	3,336.00
7516JOL	3000	001026	5-A	Site Civil Engineering	9/20/2024	001026 CEMCON, LTD	0302280 Consultants - Civil Engineering	921.50	-	921.50
7516JOL	3000	001026	5-A	Site Civil Engineering	12/23/2024	001026 CEMCON, LTD	0302584 A Consultants - Civil Engineering	2,171.40	(980.00)	1,191.40
7516JOL	3000	001026	5-A	Site Civil Engineering	10/21/2024	001026 CEMCON, LTD	0302364 A Consultants - Civil Engineering	4,403.80	-	4,403.80
7516JOL	3000	001026	5-A	Site Civil Engineering	12/23/2024	001026 CEMCON, LTD	0302583 A Consultants - Civil Engineering	1,625.60	-	1,625.60
7516JOL	3000	001026	5-A	Site Civil Engineering	1/29/2025	001026 CEMCON, LTD	0302710 Consultants - Civil Engineering	3,758.30	(2,488.00)	1,270.30
7516JOL	3000	001026	5-A	Site Civil Engineering	2/28/2025	001026 CEMCON, LTD	0302819 Consultants - Civil Engineering	4,162.40	-	4,162.40
7516JOL	3000	001026	5-A	Site Civil Engineering	1/28/2025	001026 CEMCON, LTD	0302700 Consultants - Civil Engineering	14,466.63	-	14,466.63
7516JOL	3000	001026	5-A	Site Civil Engineering	2/28/2025	001026 CEMCON, LTD	0302828 Consultants - Civil Engineering	2,393.30	(584.00)	1,809.30
7516JOL	3000	001026	5-A	Site Civil Engineering	3/21/2025	001026 CEMCON, LTD	0302912 Consultants - Civil Engineering	6,983.76	-	6,983.76
7504JOL	3200	395001	5-B	Public - Const Testing & Inspections						-
7516JOL	6000	001162	5-C	Public Developer Fee	4/8/2025	001162 Cullinan Properties, Ltd.	3 7516 PUBLIC DEV SERVICES	4,377.92	-	4,377.92
7516JOL	6000	001162	5-C	Public - Overhead & Management	4/8/2025	001162 Cullinan Properties, Ltd.	3 7516 PUBLIC OVERHEAD - MGMT	6,566.89	-	6,566.89
			Hard Costs							
			6) Other On-Site Roads							
				No costs this submittal				-		-
			7) Infrastructure-Related Improvements							
			Soft Costs							
7516JOL	4300	001116	**7-A**	Public - Permits	3/14/2025	001116 Will-South Cook Soil & Water Cons	041425 APP FEE SEWER RELIEF - APP FEE	1,915.00	-	1,915.00
			Hard Costs							
7516JOL	4200	001096	**7-B**	Public Infrastructure	2/21/2025	001096 Path Construction Company, Inc	PAY APP 3 SITE RETAINAGE	145,930.70	-	145,930.70
			8) Infrastructure on Former Simov Parcel							
				No costs this submittal				-		-

Proof of payment in the form of cancelled checks contains confidential information such as the Payee's bank account. As such, this information is confidential and should not be disclosed by the City pursuant to Section 7(g) of the Illinois Open Meetings Act (5 ILCS140/7)

	Total Invoice Amount	Less Amount Not Applicable	Amount Submitted for Reimbursement
Total This Request	210,231.90	(4,052.00)	206,179.90

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 423-25

File ID: 423-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/22/2025

Department: **Final Action:**

Title: Authorization to Fund Draw 12 for Tax Increment Financing District #7 in the Amount of $206,179.90

Agenda Date: 08/05/2025

Agenda Number:

Attachments: RRC Draw 12.pdf

Entered by: ksing@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/28/2025	Gina Logalbo	Approve	7/24/2025
1	2	7/28/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	3	7/29/2025	Christine Chinderle	Approve	7/30/2025
1	4	7/29/2025	Todd Lenzie	Approve	7/31/2025
1	5	8/1/2025	Beth Beatty	Approve	7/31/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 424-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Biosolids Application Spring Lease Payments to Jackie Stunkel in the Amount of $71,400.00, to Homerding Family Farms LLC in the Amount of $57,000.00, and to James Fleishman in the Amount of $51,600.00

BACKGROUND:
On January 7, 2025, the Mayor and City Council authorized the award of the 2025 Biosolids Disposal Contract, at the contract price of $2,425,240.00, to New Era Spreading, Inc. In addition to awarding the Disposal Contract, the Mayor and City Council also approved the Spring Lease program which provides a $150.00 per acre payment to the farmer for the right to apply biosolids and the additional tillage needed to plant after application. The Spring Lease program also includes the provision to pay a $150.00 per acre reduced yield guarantee.

The Public Service Committee will review this matter.

CONCLUSION:
Jackie Stunkel provided 238 acres for biosolids application this spring. Per the Spring Lease Agreement, Jackie Stunkel is owed $150.00 per acre for additional tillage needed to prepare the land to plant a summer crop. In addition to the tillage, Jackie Stunkel agreed to plant late allowing for the application of biosolids well into June. The City agreed to pay the additional $150.00 per acre reserved for reduced yield. Therefore, the total amount owed to Jackie Stunkel is $71,400.00 (238 x $300.00).

Homerding Family Farms, LLC provided 190 acres for biosolids application this spring. Per the Spring Lease Agreement, Homerding Farms, LLC. is owed $150.00 per acre for additional tillage needed to prepare the land to plant a summer crop. In addition to the tillage, Homerding Farms, LLC agreed to plant late allowing for the application of biosolids well into June. The City agreed to pay the additional $150.00 per acre reserved for reduced yield. Therefore, the total amount owed to Homerding Family Farms, LLC is $57,000.00 (190 x $300.00).

James Fleishman provided 172 acres for biosolids application this spring. Per the Spring Lease Agreement, James Fleishman is owed $150.00 per acre for additional tillage needed to prepare the land to plant a summer crop. In addition to the tillage, James Fleishman agreed to plant late allowing for the application of biosolids well into June. The City agreed to pay the additional $150.00 per acre reserved for reduced yield. Therefore, the total amount owed to James Fleishman is $51,600.00 (172 x $300.00).

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. One of these circumstances apply:

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

Funding for the spring lease program payments will be charged to the Water / Sewer Operating Fund / WSTP - Sludge Removal (Org 50080803, Object 524200, $51,600.00), Water / Sewer Operating Fund / Aux Sable - Sludge Removal (Org 50080804, Object 524200, $57,000.00), and Water / Sewer Operating Fund / Eastside - Sludge Removal (Org 50080802, Object 524200, $71,400.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the spring lease payments to Jackie Stunkel for the use of 238 acres for the spring biosoilds application in the amount of $71,400.00, Homerding Family Farms, LLC. for the use of 190 acres for the spring biosoilds application in the amount of $57,000.00, and James Fleishman for the use of 172 acres for the spring biosoilds application in the amount of $51,600.00.

Docusign Envelope ID: C0255D6E-BCF8-4617-B787-F04B6B17ACE5

LICENSE AGREEMENT BETWEEN THE CITY OF JOLIET

AND

Homerding Family Farms LLC

FOR THE LAND APPLICATION OF WASTEWATER TREATMENT BIOSOLIDS

This Agreement is made by and between the City of Joliet, a municipal corporation within the County of Will and the State of Illinois, (hereinafter known as "Joliet"), and Homerding Family Farms LL, of 11002 Caton Farm Rd,Minooka,Illinois,60447 an Illinois Farming Operator (hereinafter known as "Operator"):

W I T N E S S E T H:

WHEREAS, Joliet operates three (3) wastewater treatment plants and disposes of the wastewater treatment biosolids through application on agricultural land; and

WHEREAS, Joliet does not have available land for this purpose; and

WHEREAS, Operator has available farmland to accept wastewater treatment biosolids; and

WHEREAS, the Operator warrants to Joliet the authority to grant the license described herein.

NOW THEREFORE, in consideration of the foregoing premises, the parties mutually agree as follows:

Docusign Envelope ID: C0255D6E-BCF8-4617-B787-F04B6B17ACE5

I. PARTIES

The Operator is the operator of the land to be utilized by the Joliet Biosolids Disposal Operation.

Joliet is a municipal corporation within the County of Will and the State of Illinois.

II.LICENSE GRANTED

Operator hereby grants to Joliet an exclusive license upon the premises herein described for the effective term of this agreement to deposit and apply wastewater treatment biosolids as set forth herein.

Operator has authority to grant Joliet access to said parcel. Operator agrees to accept the application of wastewater treatment biosolids on the real estate located in the County of Grundy and the State of Illinois.

III. TERM

The term of this agreement shall be from April 1, 2025 to December 31, 2025.

IV. AMENDMENTS

Amendments to this agreement must be made in writing.

Docusign Envelope ID: C0255D6E-BCF8-4617-B787-F04B6B17ACE5

V.APPLICATION OF WASTEWATER TREATMENT BIOSOLIDS

A. Joliet agrees to comply with the requirements of the Illinois Environmental Protection Agency (hereinafter known as "IEPA") during the application of wastewater treatment biosolids to the described land. Biosolids will be applied by an application contractor selected by Joliet who shall comply with IEPA regulations. The Operator hereby grants to Joliet the exclusive right to apply wastewater treatment biosolids for the effective term of this agreement.

B. Application of biosolids will not be made by Joliet when the applicator or the trucks will cause ruts in the field.

C. Joliet agrees to apply biosolids in quantities not to exceed the agronomic demand for the planting of corn crops.

VI.PLANTING REQUIRED

The Operator is required to plant corn on the portion of the described acreage that receives biosolids application.

Docusign Envelope ID: C0255D6E-BCF8-4617-B787-F04B6B17ACE5

VII.PAYMENTS

A. Joliet agrees to compensate the Operator for accepting biosolids on the subject parcel. Joliet agrees to pay $75.00 per acre for the right to apply biosolids. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment upon the execution of this agreement.

B. Joliet also agrees to compensate the Operator for additional tillage expenses on the subject property as a result of the biosolids application. Joliet agrees to pay $75.00 per acre for the tillage expenses. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment when application is completed.

C. Joliet agrees to compensate the Operator for decreased crop production on the portion of the subject parcel that is affected by biosolids application. Joliet agrees to make payments to assure the Operator of the revenue that would result from the production of a crop yielding the five-year average yield that the parcel has produced. The period used to compute the five-year average. Payment shall be made for all acreage affected by the biosolids application provided that the maximum payment from Joliet shall not exceed $150.00 per acre.

Docusign Envelope ID: C0255D6E-BCF8-4617-B787-F04B6B17ACE5

After the harvest of the crop, the total quantity of product produced will be divided by the total acreage affected by the land application to result in a yield measured in bushels per acre. If this yield is equal to or more than the five-year average yield in bushels per acre, no additional payment will be made. If this yield is less than the five-year average yield in bushels per acre for the parcel, the actual yield will be subtracted from the five-year average yield to determine the yield reduction. The yield reduction in bushels per acre will be multiplied by the price determined at closing of the Chicago Board of Trade on November 2, 2025 for December 31, 2025 delivery of the product. The price on that date will be determined. If the product of the multiplication is equal to or greater than $150.00 per acre, a maximum payment of the $150.00 per acre shall be made to the Operator. This payment will be made upon completion of the harvest and determination of the actual yield.

D. Notwithstanding the maximum payment of $150.00 per acre specified in Section VII. C., Joliet and the Operator agree to open additional discussions on the amount of the payments by Joliet in the event that the actual yield of corn on the subject parcels is less than 60 percent of the five-year average bushels per acre and a similar yield reduction is not experienced on other farms near the subject parcels.

Docusign Envelope ID: C0255D0E-BCF8-4017-B707-04B0B17ACE3

VIII.INSURANCE

Joliet agrees to require the biosolids application contractor to maintain liability and workmen's compensation insurance related to the land application activities on the subject property.

IX.SUCCESSORS

The terms of this agreement shall be binding on the heirs and executors, administrators and assigns of both Operator and Joliet in a like manner as the original parties.

DATE: _____, 2025

CITY OF JOLIET

BY: Sharon E Hemerding
Operator

BY: DocuSigned by: 7/10/2025
9CD08CDD035A49D...
Beth Beatty
City Manager

Tax ID or Social Security No.:

[redacted]

ATTEST:

Zack Hamann,CCP
New Era Spreading

ATTEST:

BY: Signed by: Lauren O'Hara 7/3/2025
F3CFE93187FB42D...
Lauren O'Hara
City Clerk

Docusign Envelope ID: C0255D6E-BCF8-4617-B767-F04B6B17ACE5

FIELD NO.	CROP	ACRES	TOWNSHIP	SECTION
Bin Site	Corn	150	Na-Au-Say	36-8
Home Farm	Corn	40	Na-Au-Say	36-8

Docusign Envelope ID: 0C41F665-9D69-4A56-97E0-72C4B31B4B9D

LICENSE AGREEMENT BETWEEN THE CITY OF JOLIET

AND

Jackie Stunkel

FOR THE LAND APPLICATION OF WASTEWATER TREATMENT BIOSOLIDS

This Agreement is made by and between the City of Joliet, a municipal corporation within the County of Will and the State of Illinois, (hereinafter known as "Joliet"), and Jackie Stunkel, of 23140 S Ridgeland Ave,Monee,Illinois,60449 an Illinois Farming Operator (hereinafter known as "Operator"):

W I T N E S S E T H:

WHEREAS, Joliet operates three (3) wastewater treatment plants and disposes of the wastewater treatment biosolids through application on agricultural land; and

WHEREAS, Joliet does not have available land for this purpose; and

WHEREAS, Operator has available farmland to accept wastewater treatment biosolids; and

WHEREAS, the Operator warrants to Joliet the authority to grant the license described herein.

NOW THEREFORE, in consideration of the foregoing premises, the parties mutually agree as follows:

I. PARTIES

The Operator is the operator of the land to be utilized by the Joliet Biosolids Disposal Operation.

Docusign Envelope ID: 0C41F665-9D69-4A58-97E0-72C4B31B4B9D

Joliet is a municipal corporation within the County of Will and the State of Illinois.

II. LICENSE GRANTED

Operator hereby grants to Joliet an exclusive license upon the premises herein described for the effective term of this agreement to deposit and apply wastewater treatment biosolids as set forth herein.

Operator has authority to grant Joliet access to said parcel. Operator agrees to accept the application of wastewater treatment biosolids on the real estate located in the County of Grundy and the State of Illinois.

III. TERM

The term of this agreement shall be from April 1, 2025 to December 31, 2025.

IV. AMENDMENTS

Amendments to this agreement must be made in writing.

V. APPLICATION OF WASTEWATER TREATMENT BIOSOLIDS

A. Joliet agrees to comply with the requirements of the Illinois Environmental Protection Agency (hereinafter known as "IEPA") during the application of wastewater treatment biosolids to the described land. Biosolids will be applied by an application contractor selected by Joliet who shall comply with IEPA regulations. The Operator hereby grants to Joliet the exclusive right to apply wastewater treatment biosolids for the effective term of this agreement.

Docusign Envelope ID: 0C41F665-9D69-4A58-97E0-72C4B31B4B9D

B. Application of biosolids will not be made by Joliet when the applicator or the trucks will cause ruts in the field.

C. Joliet agrees to apply biosolids in quantities not to exceed the agronomic demand for the planting of corn crops.

VI. PLANTING REQUIRED

The Operator is required to plant corn on the portion of the described acreage that receives biosolids application.

VII. PAYMENTS

A. Joliet agrees to compensate the Operator for accepting biosolids on the subject parcel. Joliet agrees to pay $75.00 per acre for the right to apply biosolids. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment upon the execution of this agreement.

B. Joliet also agrees to compensate the Operator for additional tillage expenses on the subject property as a result of the biosolids application. Joliet agrees to pay $75.00 per acre for the tillage expenses. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment when application is completed.

C. Joliet agrees to compensate the Operator for decreased crop production on the portion of the subject parcel that is affected by biosolids application. Joliet agrees to make payments to assure the Operator of the revenue that

Docusign Envelope ID: 0C41F665-9D69-4A56-97E0-72C4B31B4B9D

would result from the production of a crop yielding the five-year average yield that the parcel has produced. The period used to compute the five-year average. Payment shall be made for all acreage affected by the biosolids application provided that the maximum payment from Joliet shall not exceed $150.00 per acre.

After the harvest of the crop, the total quantity of product produced will be divided by the total acreage affected by the land application to result in a yield measured in bushels per acre. If this yield is equal to or more than the five-year average yield in bushels per acre, no additional payment will be made. If this yield is less than the five-year average yield in bushels per acre for the parcel, the actual yield will be subtracted from the five-year average yield to determine the yield reduction. The yield reduction in bushels per acre will be multiplied by the price determined at closing of the Chicago Board of Trade on November 2, 2025 for December 31, 2025 delivery of the product. The price on that date will be determined. If the product of the multiplication is equal to or greater than $150.00 per acre, a maximum payment of the $150.00 per acre shall be made to the Operator. This payment will be made upon completion of the harvest and determination of the actual yield.

D. Notwithstanding the maximum payment of $150.00 per acre specified in Section VII. C., Joliet and the Operator agree to open additional discussions

Docusign Envelope ID: 0C41F665-9D69-4A58-97E0-72C4B51B4B9D

on the amount of the payments by Joliet in the event that the actual yield of corn on the subject parcels is less than 60 percent of the five-year average bushels per acre and a similar yield reduction is not experienced on other farms near the subject parcels.

VIII. INSURANCE

Joliet agrees to require the biosolids application contractor to maintain liability and workmen's compensation insurance related to the land application activities on the subject property.

IX. SUCCESSORS

The terms of this agreement shall be binding on the heirs and executors, administrators and assigns of both Operator and Joliet in a like manner as the original parties.

DATE: June 9th, 2025

BY: _____
Operator

CITY OF JOLIET

BY: DocuSigned by: _____ 7/10/2025
9CD08CDD033A49D...
Beth Beatty
City Manager

Tax ID or Social Security No.:

_____

ATTEST:

_____
Zack Hamann,CCP
New Era Spreading

ATTEST:

BY: Signed by: _____ 7/8/2025
F9CFE93187FB42D...
Lauren O'Hara
City Clerk

Docusign Envelope ID: 0C41F665-9D69-4A58-97E0-72C4B51B4B9D

FIELD NO.	CROP	ACRES	TOWNSHIP	SECTION
Sauk Trail	Corn	137	Rich	31
Chavers	Corn	63	Rich	32
S. Hone	Corn	40	Monee	6

Docusign Envelope ID: E6BA3AB4-7962-4D24-B74A-CABF E0330D66

LICENSE AGREEMENT BETWEEN THE CITY OF JOLIET

AND

James R. Fleishman

FOR THE LAND APPLICATION OF WASTEWATER TREATMENT BIOSOLIDS

This Agreement is made by and between the City of Joliet, a municipal corporation within the County of Will and the State of Illinois, (hereinafter known as "Joliet"), and James R Fleishman, 2390 S Verona Rd, Verona, Illinois, an Illinois Farming Operator (hereinafter known as "Operator"):

W I T N E S S E T H:

WHEREAS, Joliet operates three (3) wastewater treatment plants and disposes of the wastewater treatment biosolids through application on agricultural land; and

WHEREAS, Joliet does not have available land for this purpose; and

WHEREAS, Operator has available farmland to accept wastewater treatment biosolids; and

WHEREAS, the Operator warrants to Joliet the authority to grant the license described herein.

NOW THEREFORE, in consideration of the foregoing premises, the parties mutually agree as follows:

I. PARTIES

The Operator is the operator of the land to be utilized by the Joliet Biosolids Disposal Operation.

Joliet is a municipal corporation within the County of Will and the State of Illinois.

Docusign Envelope ID: [illegible]

II. LICENSE GRANTED

Operator hereby grants to Joliet an exclusive license upon the premises herein described for the effective term of this agreement to deposit and apply wastewater treatment biosolids as set forth herein.

Operator has authority to grant Joliet access to said parcel. Operator agrees to accept the application of wastewater treatment biosolids on the real estate located in the County of Grundy and the State of Illinois.

III. TERM

The term of this agreement shall be from April 1, 2025 to December 31, 2025.

IV. AMENDMENTS

Amendments to this agreement must be made in writing.

V. APPLICATION OF WASTEWATER TREATMENT BIOSOLIDS

A. Joliet agrees to comply with the requirements of the Illinois Environmental Protection Agency (hereinafter known as "IEPA") during the application of wastewater treatment biosolids to the described land. Biosolids will be applied by an application contractor selected by Joliet who shall comply with IEPA regulations. The Operator hereby grants to Joliet the exclusive right to apply wastewater treatment biosolids for the effective term of this agreement.

B. Application of biosolids will not be made by Joliet when the applicator or the trucks will cause ruts in the field.

C. Joliet agrees to apply biosolids in quantities not to exceed the agronomic demand for the planting of corn crops.

Docusign Envelope ID: E6BA3AB4-7962-4D24-B74A-CABF E0330D66

VI. PLANTING REQUIRED

The Operator is required to plant corn on the portion of the described acreage that receives biosolids application.

VII. PAYMENTS

A. Joliet agrees to compensate the Operator for accepting biosolids on the subject parcel. Joliet agrees to pay $300.00 per acre for the right to apply biosolids. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment upon the execution of this agreement.

B. Joliet also agrees to compensate the Operator for additional tillage expenses on the subject property as a result of the biosolids application. Joliet agrees to pay $75.00 per acre for the tillage expenses. This payment shall apply to all acreage affected by the biosolids application. Joliet will make this payment when application is completed.

C. Joliet agrees to compensate the Operator for decreased crop production on the portion of the subject parcel that is affected by biosolids application. Joliet agrees to make payments to assure the Operator of the revenue that would result from the production of a crop yielding the five-year average yield that the parcel has produced. The period used to compute the five-year average . Payment shall be made for all acreage affected by the biosolids application provided that the maximum payment from Joliet shall not exceed $300.00 per acre.

DocuSign Envelope ID: [illegible]

After the harvest of the crop, the total quantity of product produced will be divided by the total acreage affected by the land application to result in a yield measured in bushels per acre. If this yield is equal to or more than the five-year average yield in bushels per acre, no additional payment will be made. If this yield is less than the five-year average yield in bushels per acre for the parcel, the actual yield will be subtracted from the five-year average yield to determine the yield reduction. The yield reduction in bushels per acre will be multiplied by the price determined at closing of the Chicago Board of Trade on November 2, 2025 for December 31, 2025 delivery of the product. The price on that date will be determined. If the product of the multiplication is equal to or greater than $150.00 per acre, a maximum payment of the $150.00 per acre shall be made to the Operator. This payment will be made upon completion of the harvest and determination of the actual yield.

D. Notwithstanding the maximum payment of $150.00 per acre specified in Section VII. C., Joliet and the Operator agree to open additional discussions on the amount of the payments by Joliet in the event that the actual yield of corn on the subject parcels is less than 60 percent of the five-year average bushels per acre and a similar yield reduction is not experienced on other farms near the subject parcels.

Docusign Envelope ID: E6BA5AB4-7962-4D24-B74A-CABFE0536D66

VIII. INSURANCE

Joliet agrees to require the biosolids application contractor to maintain liability and workmen's compensation insurance related to the land application activities on the subject property.

IX. SUCCESSORS

The terms of this agreement shall be binding on the heirs and executors, administrators and assigns of both Operator and Joliet in a like manner as the original parties.

DATE: June, 1st, 2025

BY: _____
Operator

CITY OF JOLIET

BY: DocuSigned by: _____ 7/10/2025
9CD08CDD035A49D...
Beth Beatty
City Manager

Tax ID or Social Security No.:

_____

ATTEST:

_____
Zack Hamann, CCP
New Era Spreading

ATTEST:

BY: Signed by: _____ 6/24/2025
F3CFE93187FB42D...
Lauren O'Hara
City Clerk

FIELD NO.	CROP	ACRES	TOWNSHIP	SECTION
W River Rd	Corn	172	Wilmington	35

June 24 2025

Allison Swisher
Director of Utilities
City of Joliet

Dear Ms. Swisher,

Please accept this letter with regards to the City of Joliet's 2025 Biosolids Spring Lease Agreement with Farmer Jackie Stuenkel. Jackie has fulfilled the terms of this agreement (part VII – A and B) and is due $300 per acre on 238 acres for a total sum of $71,400.00 Please contact me if you have any questions or need additional information in regards to this letter.

Thank you.

Sincerely,

Nick Hamann
President
New Era Spreading, Inc

Nick Hamann

Allison Swisher
Director of Utilities
City of Joliet

Dear Ms. Swisher,

Please accept this letter with regards to the City of Joliet's 2025 Biosolids Spring Lease Agreement with Farmer Homerding Farms LLC. Homerding Farms has fulfilled the terms of this agreement (part VII – A and B) and is due $300 per acre on 190 acres for a total sum of $57,000.00 Please contact me if you have any questions or need additional information in regards to this letter.

Thank you.

Sincerely,

Nick Hamann
President
New Era Spreading, Inc

Nick Hamann

Allison Swisher
Director of Utilities

Dear Ms. Swisher,

Please accept this letter with regards to the City of Joliet's 2025 Biosolids Spring Lease Agreement with Farmer James Fleishman. James has fulfilled the terms of this agreement (part VII – A and B) and is due $300 per acre on 172 acres for a total sum of $51,600.00. Please contact me if you have any questions or need additional information in regards to this letter.

Thank you.

Sincerely,

Nick Hamann
President
New Era Spreading, Inc

Nick Hamann

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 424-25

File ID: 424-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/23/2025

Department: Public Utilities **Final Action:**

Title: Approval of Biosolids Application Spring Lease Payments to Jackie Stunkel in the Amount of $71,400.00, to Homerding Family Farms LLC in the Amount of $57,000.00, and to James Fleishman in the Amount of $51,600.00

Agenda Date: 08/05/2025

Attachments: biosolids agreements.pdf, signed spring stunkel.pdf, signed spring lease homerding.pdf, signed spring fleishman.pdf

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/29/2025	Gina Logalbo	Approve	7/28/2025
1	2	7/29/2025	Allison Swisher	Approve	7/31/2025
1	3	7/29/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	4	7/29/2025	Christine Chinderle	Approve	7/31/2025
1	5	7/29/2025	Todd Lenzie	Approve	7/31/2025
1	6	8/1/2025	Beth Beatty	Approve	7/31/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 425-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Kathy Franson, Director of Human Resources

SUBJECT:
Authorization to Award Contract Extensions for Property & Casualty Insurance Coverage in the Amount of $338,088.57

BACKGROUND:
For the 2025 renewal of insurance coverages, the City's broker, Alliant, is working within the market to obtain competitive rates for coverage with vendors for liability coverage that includes workers' compensation, property, casualty, drones, and cyber. Based on the extensive information required to bring to market, a contract extension for a 2-month pro-rated premium is being requested with the effective timeframe of August 1, 2025 to October 1, 2025. Sufficient funding remains available in the 2025 Human Resources budget (Org Code 01014000).

RECOMMENDATION:
Based on the above, it is requested that the Mayor and City Council authorize the award of contract extensions for insurance coverage in the Amount of $338,088.57 .

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 425-25

File ID: 425-25 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/23/2025

Department: Human Resources **Final Action:**

Title: Authorization to Award Contract Extensions for Property & Casualty Insurance Coverage in the Amount of $338,088.57

Agenda Date: 08/05/2025

Entered by: pames@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/24/2025	Gina Logalbo	Approve	7/25/2025
1	2	7/24/2025	Kathy Franson	Approve	7/28/2025
1	3	7/25/2025	Kevin Sing	Approve	7/28/2025
1	4	7/28/2025	Beth Beatty	Approve	7/29/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 427-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Approval of Change Order No. 1 for the Russell Street (Highland Avenue - Clement Street) Roadway Project- MFT Section No. 24-00564-00-FP to Austin Tyler Construction Inc. for a Deduction in the Amount of ($29,442.65) and Payment Estimate No. 2 and Final in the Amount of $4,216.55

BACKGROUND:
On Tuesday, May 7, 2024, the Mayor and City Council awarded the Russell Street (Highland Avenue-Clement Street) Roadway Project - MFT Section No. 24-00564-00-FP, in the amount of $192,250.04, to Austin Tyler Construction Inc.

The Public Service Committee will review this matter.

CONCLUSION:
This project has been completed, inspected, and accepted by the Department of Public Works. Change Order No. 1, a net decrease in the amount ($29,442.65) is the result of the following:

1. Less full depth patching than anticipated.
2. Less landscape restoration performed than was originally anticipated.
3. Balancing of final quantities.

Change Order No. 1 reflects a reduction in contribution from the MFT Fund (Org 20090270, Object 557200, ($29,442.65)).

Also, included is Payment Estimate No. 2 and Final, in the amount of $4,216.55, on behalf of Austin Tyler Construction Inc.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council take the following actions for the Russell Street (Highland Avenue - Clement Street) Roadway Project- MFT Section No. 24-00564-00-FP:

1. Approve Change Order No. 1, a net deduction in the amount of ($29,442.65).
2. Approve Payment Estimate No. 2 and Final, in the amount of $4,216.55, on behalf of Austin Tyler Construction Inc.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 427-25

File ID: 427-25 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/22/2025

Department: Public Works **Final Action:**

Title: Approval of Change Order No. 1 for the Russell Street (Highland Avenue - Clement Street) Roadway Project- MFT Section No. 24-00564-00-FP to Austin Tyler Construction Inc. for a Deduction in the Amount of ($29,442.65) and Payment Estimate No. 2 and Final in the Amount of $4,216.55

Agenda Date: 08/05/2025

Entered by: dortiz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/28/2025	Gina Logalbo	Approve	7/24/2025
1	2	7/28/2025	Sean Mikos	Approve	7/30/2025
1	3	7/28/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	4	7/28/2025	Christine Chinderle	Approve	7/30/2025
1	5	7/28/2025	Todd Lenzie	Approve	7/30/2025
1	6	8/1/2025	Beth Beatty	Approve	7/30/2025

Memo

File #: 429-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinances Associated with Cadence Crossings, Unit 1 Subdivision

Ordinance Approving the Final Plat of Cadence Crossings, Unit 1 Subdivision (FP-2-25)

Ordinances Approving the Recording Plat for Cadence Crossings, Unit 1 Subdivision (RP-6-25)

BACKGROUND:
The petitioner, All in Campus, LLC, is requesting approval of the Final and Recording Plats for Cadence Crossings, Unit 1 Subdivision. The subject property is a 34-acre portion of the greater, 70-acre, Cadence Crossings Subdivision Preliminary Plat. In 2021, the City Council approved the preliminary plat for the greater 70-acre development area. The City also approved annexation and zoning reclassification to its present I-1 (Light Industrial) zoning designation at this time. Lastly, a Special Use Permit for truck and trailer parking, freight cartage, truck repair facilities, and the sale of new and used trucks and trailers was approved simultaneously with the preliminary plat, annexation, and rezoning in 2021.

At the November 7, 2023, meeting of the City Council, the petitioner, All in Campus, LLC, received approval to construct a temporary truck and trailer parking lot for approximately 350 trailers or tractor/trailers on the southerly 10 acres of Lot 1 of the preliminary plat of the Cadence Crossings Subdivision, otherwise known as the “Interim Marshalling Area.” The temporary approval would allow site access from Marcella Avenue. Temporary use for the Interim Marshalling Area will expire nine months after the completion of (i) the Chicago Street/Emerald Drive intersection improvements, (ii) the improvement of Emerald Drive between Chicago Street and Marcella Avenue, and (iii) intersection improvements to the east half of the Emerald Drive/Marcella Avenue intersection. Once these completions have been made, road improvements, utility extensions, and other public improvements will be required, per the amended annexation agreement. Removal of the temporary status on the marshalling yard will also allow for the location of an additional 366 tractor trailer stalls on Lot 1, per the originally approved Special Use Permit from 2021.

Right-of-way dedications are needed to extend Emerald Drive from Route 53 to Lot 1 of the Cadence Crossings Subdivision. Since the adjoining properties are under different ownership, these dedications have not yet been made. This discrepancy is the primary reason the preliminary plat was approved for a three-year extension in January of 2024. Staff has agreed to allow access to the interim marshalling yard via Laraway Road and Marcella Avenue until the necessary dedications to extend Emerald Drive can be made. The subject final and recording plats will finalize the lot configuration for Lots 1, 2, and 3, and location of utilities and easements that are necessary for the

greater site's stormwater detention and provision of site utilities. Approval of the Unit 1 Final and Recording Plats will allow the petitioner to proceed with plans for subsequent Units of the subdivision, which would include a 253,200 square foot "Pit Stop" facility that includes a 7-bay truck and trailer repair operation, new and used truck and trailers sales, parts storage, and restaurant, in addition to a multi-tenant 114,308 square foot warehouse. A Special Use Permit to allow these uses was approved by the City Council on December 21, 2021.

PLAN COMMISSION PUBLIC HEARING:
The Plan Commission held a public hearing on the Final Plat for Cadence Crossings, Unit 1 at its June 19, 2025, meeting. Robert Gilbert with Jacob & Heffner Associated appeared on behalf of the petition. No members of the public spoke in favor of or in opposition to the petition. Minutes of the meeting are attached hereto.

RECOMMENDATION OF THE PLAN COMMISSION:
Jason Cox moved that the Plan Commission recommend approval of the Final Plat of Cadence Crossings, Unit 1 Subdivision. Brigette Roehr seconded the motion, which passed with seven (7) aye votes. Voting aye were Cox, Crompton, Eulitz, Kella, Radakovich, Roehr, and Turk. Commissioners Martin and Perez were absent.

RECOMMENDATION OF THE ADMINISTRATION:
Staff concurs with the recommendation of the Plan Commission and recommends that the Mayor and City Council approve the following:

1. Ordinance Approving the Final Plat of Cadence Crossings, Unit 1 Subdivision (FP-2-25).

2. Ordinance Approving the Recording Plat for Cadence Crossings Unit 1 Subdivision (RP-6-25), subject to the receipt of the following fees and documentation:
    a. A performance bond or letter of credit for public improvements;
    b. A one and one-quarter percent (1 ¼%) inspection fee for public improvements;
    c. An irrevocable offer of dedication for public improvements;
    d. An engineering review fee as determined by City staff.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT
(Cadence Crossings, Unit 1 Subdivision)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached final plat 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 _____, 2025

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

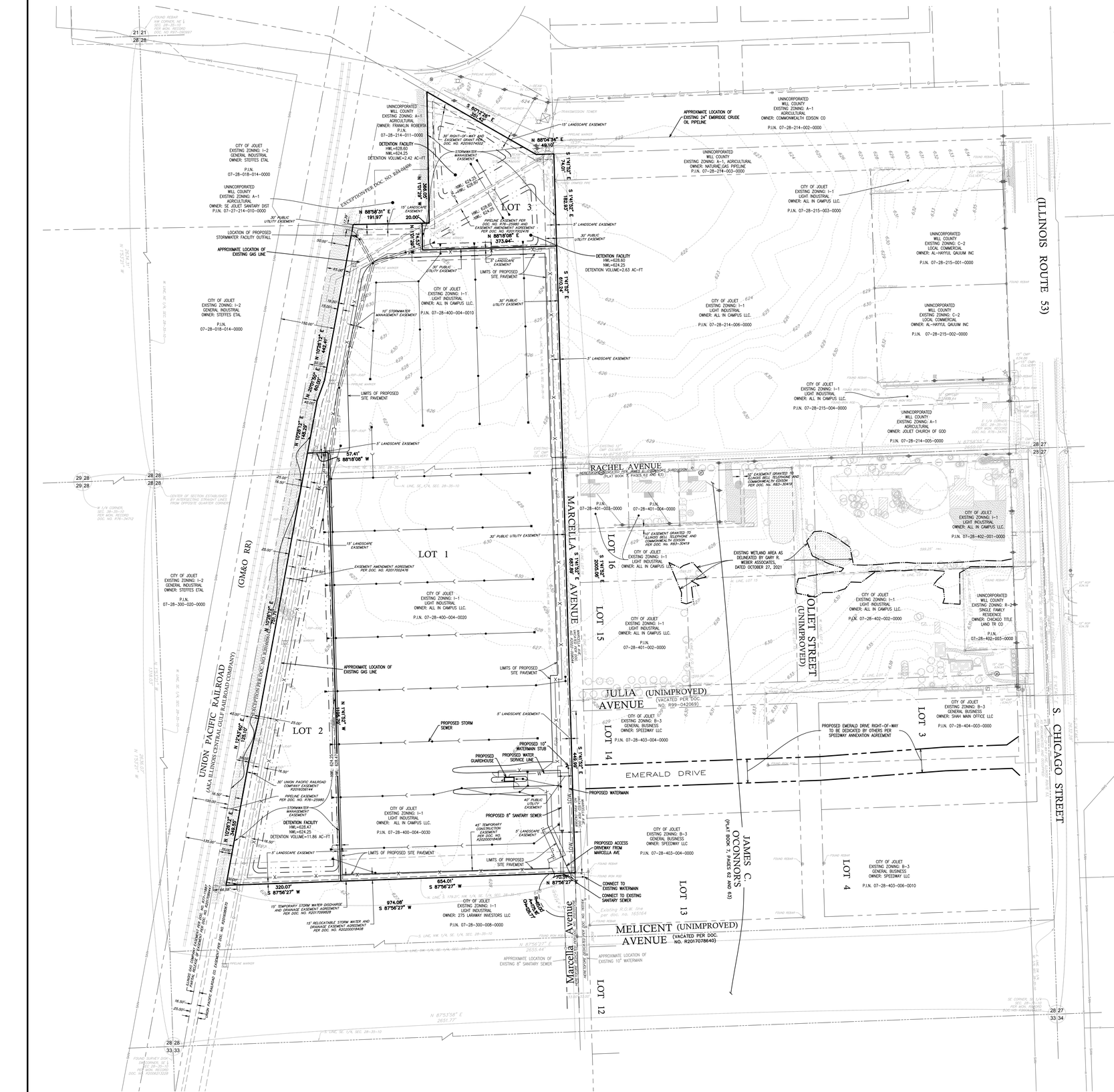
SUBDIVISION: Cadence Crossings, Unit 1 Subdivision
PIN: 30-07-28-400-004-0010, 30-07-28-400-004-0020, and 30-07-28-400-004-0030
PLAN COMMISSION APPROVED: Yes
CONDITIONS IMPOSED: No
CED DOC. NO.: FP-2-25

P.I.N.: 07-28-400-004-0010
P.I.N.: 07-28-400-004-0020
P.I.N.: 07-28-400-004-0030

FINAL PLAT OF SUBDIVISION
of

CADENCE CROSSINGS - UNIT 1

A Subdivision of
Part of the East 1/2 of Section 28,
Township 35 North, Range 10 East of the Third Principal Meridian,
in Will County, Illinois.


RACHEL AVENUE
MARCELLA AVENUE
JULIA (UNIMPROVED) AVENUE (VACATED PER DOC. NO. R99-042069)
MELICENT (UNIMPROVED) AVENUE (VACATED PER DOC. NO. R2017078640)
EMERALD DRIVE
JOLIET STREET (UNIMPROVED)
S. CHICAGO STREET (ILLINOIS ROUTE 53)
UNION PACIFIC RAILROAD (AKA ILLINOIS CENTRAL GULF RAILROAD COMPANY)
(GM&O RR)
LOT 1
LOT 2
LOT 3
LOT 4
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
JAMES C. OCONNORS (PLAT BOOK 7, PAGES 62 AND 63)
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC.
CITY OF JOLIET EXISTING ZONING: I-2 GENERAL INDUSTRIAL OWNER: STEFFES ETAL
UNINCORPORATED WILL COUNTY EXISTING ZONING: A-1 AGRICULTURAL
CITY OF JOLIET EXISTING ZONING: B-3 GENERAL BUSINESS OWNER: SPEEDWAY LLC
UNINCORPORATED WILL COUNTY EXISTING ZONING: C-2 LOCAL COMMERCIAL
UNINCORPORATED WILL COUNTY EXISTING ZONING: R-2 SINGLE FAMILY RESIDENCE
DETENTION FACILITY HWL=628.60 NWL=624.25 DETENTION VOLUME=2.42 AC-FT
DETENTION FACILITY HWL=628.60 NWL=624.25 DETENTION VOLUME=2.63 AC-FT
DETENTION FACILITY HWL=628.47 NWL=624.25 DETENTION VOLUME=11.86 AC-FT
APPROXIMATE LOCATION OF EXISTING 24" EMPRIGE CRUDE OIL PIPELINE
APPROXIMATE LOCATION OF EXISTING GAS LINE
EXISTING WETLAND AREA AS DELINEATED BY GARY R. WEBER ASSOCIATES, DATED OCTOBER 27, 2021
PROPOSED EMERALD DRIVE RIGHT-OF-WAY TO BE DEDICATED BY OTHERS PER SPEEDWAY ANNEXATION AGREEMENT
PROPOSED GUARDHOUSE
PROPOSED WATER SERVICE LINE
PROPOSED 10" WATERMAIN STUB
PROPOSED WATERMAIN
PROPOSED STORM SEWER
PROPOSED 8" SANITARY SEWER
PROPOSED ACCESS DRIVEWAY FROM MARCELLA AVE
CONNECT TO EXISTING WATERMAIN
CONNECT TO EXISTING SANITARY SEWER
LIMITS OF PROPOSED SITE PAVEMENT
LOCATION OF PROPOSED STORMWATER FACILITY OUTFALL
EXCEPTION PER DOC. NO. 834-56406
EXCEPTION PER DOC. NO. R2016056143
PIPELINE EASEMENT PER DOC. NO. R78-25980
PIPELINE EASEMENT PER EASEMENT AGREEMENT DOC. NO. R2007059218
PIPELINE EASEMENT PER DOC. NO. R2007059219
30' PUBLIC UTILITY EASEMENT
40' PUBLIC UTILITY EASEMENT
45' TEMPORARY CONSTRUCTION EASEMENT PER DOC. NO. R2020015408
15' LANDSCAPE EASEMENT
5' LANDSCAPE EASEMENT
30' UNION PACIFIC RAILROAD COMPANY EASEMENT R2016056144
STORMWATER MANAGEMENT EASEMENT
10' EASEMENT GRANTED TO ILLINOIS BELL TELEPHONE AND COMMONWEALTH EDISON PER DOC. No. 483-30419
15' TEMPORARY STORM WATER DISCHARGE AND DRAINAGE EASEMENT AGREEMENT PER DOC. NO. R2017059928
15' RELOCATABLE STORM WATER AND DRAINAGE EASEMENT AGREEMENT PER DOC. NO. R2020001408
EASEMENT AMENDMENT AGREEMENT PER DOC. NO. R2017002416
30' RIGHT-OF-WAY AND EASEMENT GRANT PER DOC. NO. R2016074552
STORMWATER MANAGEMENT EASEMENT
LIMITS OF PROPOSED SITE PAVEMENT
APPROXIMATE LOCATION OF EXISTING 8" SANITARY SEWER
APPROXIMATE LOCATION OF EXISTING 10" WATERMAIN
N 88°04'34" E 49.10'
S 01°55'26" E 330.00'
S 14°13'32" E 1281.25'
S 14°13'32" E 2006.06'
S 14°13'32" E 648.89'
N 88°56'31" E 191.97'
20.00'
N 88°18'08" E 373.04'
S 88°18'08" W 57.41'
N 17°29'17" E 1462.84'
N 17°29'17" E 1470.50'
N 17°29'17" E 146.29'
N 12°24'50" E 258.16'
N 12°24'50" E 260.00'
N 12°24'50" E 260.74'
N 12°24'50" E 260.74'
S 87°56'27" W 320.07'
S 87°56'27" W 654.01'
S 87°56'27" W 974.08'
N 87°56'27" E 710.91'
N 87°56'27" E 2655.44'
N 87°53'58" E 2651.77'
S 88°18'08" W 57.41'
S 88°18'08" W 57.41'
S 88°18'08" W 57.41

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORDING PLAT
(Cadence Crossings, Unit 1 Subdivision)

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 for Cadence Crossings, Unit 1 Subdivision is hereby approved, subject to conditions set forth on the plat or in Exhibit "A" if any and the receipt of the following fees and documentation within 60 days of the passage of this ordinance:

1. A performance bond or letter of credit for public improvements;

2. A one and one quarter percent (1¼%) inspection fee for public improvements;

3. An irrevocable offer of dedication for public improvements;

4. An engineering review fee as determined by City staff.

SECTION 2: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3: This Ordinance shall be in effect upon its passage.

PASSED this ___ day of _____, 2025

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

SUBDIVISION: Cadence Crossings, Unit 1 Subdivision
PLAN COMMISSION APPROVED: N/A
PIN: 30-07-28-400-004-0010, 30-07-28-400-004-0020, and 30-07-28-400-004-0030
CED DOC. NO.: RP-6-25

P.I.N.: 07-28-400-004-0010
P.I.N.: 07-28-400-004-0020
P.I.N.: 07-28-400-004-0030

RECORD PLAT OF SUBDIVISION of CADENCE CROSSINGS UNIT 1

A Subdivision of
Part of the East 1/2 of Section 28,
Township 35 North, Range 10 East of the Third Principal Meridian,
in Will County, Illinois.

PROPOSED LOT SCHEDULE		
PROPOSED LOTS	EXISTING P.I.N.(S)	PROPOSED AREA
LOT 1	400-004-0010 400-004-0020 400-004-0030	1,154,479 SQ.FT. (26.50 AC)
LOT 2 DETENTION FACILITY	400-004-0010 400-004-0020 400-004-0030	225,745 SQ.FT. (5.18 AC)
LOT 3 DETENTION FACILITY	400-004-0010	119,680 SQ.FT. (2.75 AC)
TOTAL AREA:		1,499,903 SQ.FT (34.43 AC)
AVERAGE LOT AREA:		499,968 SQ.FT. (11.48 AC)

GRAPHIC SCALE
100 0 100
(IN FEET)
1 inch = 100 ft.

BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83)

CITY OF JOLIET
EXISTING ZONING: I-2
GENERAL INDUSTRIAL
OWNER: STEFFES ETAL

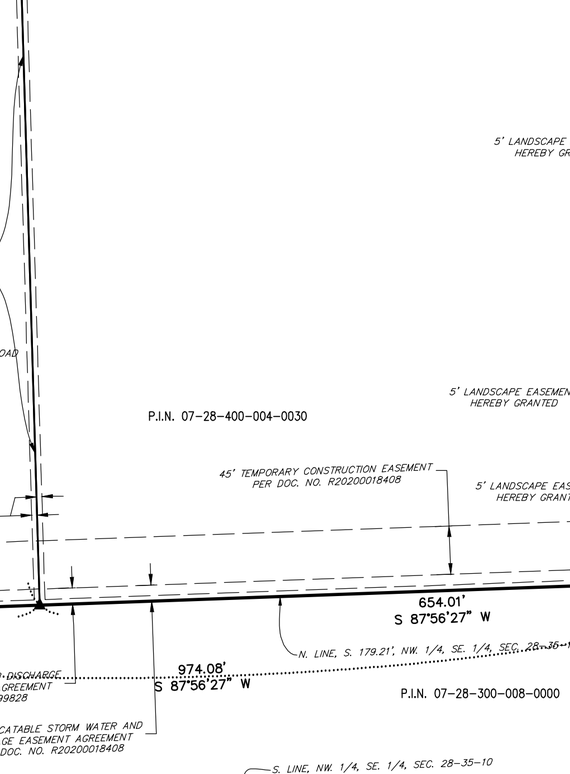
P.I.N.
07-28-018-014-0000

CITY OF JOLIET
EXISTING ZONING: I-2
GENERAL INDUSTRIAL
OWNER: STEFFES ETAL

P.I.N.
07-28-300-020-0000

LEGEND

■	5/8" REBAR SET IN CONCRETE
●	FOUND MONUMENT
L	ARC LENGTH
R	RADIUS
N	NORTH
E	EAST
S	SOUTH
W	WEST
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
B.S.L.	BUILDING SETBACK LINE
(X.XX')	RECORD DIMENSION
▲	5/8" REBAR SET



SITE LOCATION MAP
NOT TO SCALE

NOTE:
1.) AT THE TIME OF THE PUBLICATION OF THIS PLAT, THE SUBJECT PARCELS ARE ZONED "I-1" IN THE CITY OF JOLIET, ILLINOIS.
2.) DOCUMENT NO. 296450, BOOK 502, PG. 614, REFERENCED IN THE LEGAL DESCRIPTION DESCRIBES LANDS LYING IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28. THE PARCEL DEPICTED HEREON LIES WITHIN THE SW 1/4 OF THE NE 1/4 OF SECTION 28 AND THEREFORE DOES NOT IMPACT THE PARCEL BEING SUBDIVIDED.

MAIL TO: TWG ENGINEERING
129 CAPISTA DRIVE
SHOREWOOD, ILLINOIS 60404

R T & A & TWiG
Ruettiger, Tonelli & Associates, Inc. & TWiG Technologies
Surveyors - Engineers - Planners - G.I.S. Consultants
129 Capista Drive - Shorewood, Illinois 60404
Ph: (815) 744-6600 Website: www.ruettigertonelli.com

DATE CREATED: 04-07-2025	LATEST R. T. & A. REVISION			R. T. & A. Dwg. No.:
FIELD BK: *	No.	DATE	DESCRIPTION	BY
PAGE: *	5	07-15-2025	REVISED PER CITY REVIEW	DJZ
DRAWN BY: esm				325-0110-R

RECORD PLAT OF SUBDIVISION
of
CADENCE CROSSINGS
UNIT 1

P.I.N.: 07-28-400-004-0010
P.I.N.: 07-28-400-004-0020
P.I.N.: 07-28-400-004-0030

A Subdivision of
Part of the East 1/2 of Section 28,
Township 35 North, Range 10 East of the Third Principal Meridian,
in Will County, Illinois.

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

RUETTIGER, TONELLI & ASSOCIATES INC., ILLINOIS DESIGN FIRM NO. 184-001251, HEREBY CERTIFY THAT UNDER THE DIRECTION OF THE OWNERS THEREOF, IT HAS SURVEYED AND SUBDIVIDED INTO 3 LOTS AND 1 STREET THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY GULF, MOBILE AND OHIO RAILROAD COMPANY) AND LYING SOUTHWESTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS AS CONVEYED BY DOCUMENT NO. 296450, IN BOOK 502, PAGE 614, AND BY DOCUMENT NO. 378968, IN BOOK 609, PAGE 81, AND ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE SAID ILLINOIS CENTRAL GULF RAILROAD COMPANY; AND EXCEPTING THE SOUTH 179.21 FEET THEREOF; AND FURTHER EXCEPTING THAT PART THEREOF CONVEYED TO TERRY JOHNSON AND ELAINE JOHNSON BY DEED RECORDED FEBRUARY 14, 1984 AS DOCUMENT NO. R84-04406; AND FURTHER EXCEPTING THAT PART THEREOF CONVEYED TO UNION PACIFIC RAILROAD COMPANY BY DEED RECORDED JULY 27, 2016 AS DOCUMENT NO. R2016056143, ALL IN TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

WE FURTHER CERTIFY THAT:

1. THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION AS MADE UNDER MY DIRECTION.
2. ALL LOT CORNERS AND POINTS OF CURVATURE HAVE BEEN MONUMENTED (WITH 5/8" X 30" REBAR, UNLESS OTHERWISE NOTED) ACCORDING TO THE PLAT ACT AS AMENDED.
3. THIS SUBDIVISION IS MONUMENTED ACCORDING TO EXISTING STATE AND LOCAL ORDINANCES.
4. NO PART OF THIS SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY(FEMA) MAP NUMBER 17197C0280G, EFFECTIVE DATE FEBRUARY 15, 2019.
5. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
6. THE PROPERTY DESCRIBED ABOVE IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF JOLIET, ILLINOIS.
7. ALL REGULATIONS ENACTED BY THE SUBDIVISION AND PLAT ORDINANCE OF THE CITY OF JOLIET HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.
8. THIS SUBDIVISION CONTAINS 34.410 ACRES MORE OR LESS.

GIVEN UNDER MY HAND AND SEAL THIS_____ DAY OF _____

_____
DAVID J. ZIENTEK – ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3524
(MY LICENSE EXPIRES 11-30-2026)

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

I,_____, DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION ON THIS PLAT AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN

DESCRIBED IS LOCATED ON TAX MAP # _____

AND IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PIN)

_____

_____

DATED THIS _____DAY OF_____ , 20__.

_____
DIRECTOR

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

I, _____,COUNTY CLERK OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT TAXES, OR UNPAID CURRENT TAXES AGAINST THE PROPERTY DESCRIBED IN THE PLAT TO WHICH THIS CERTIFICATE IS ATTACHED.

DATED THIS _____DAY OF_____, 20__.

_____
WILL COUNTY CLERK

PUBLIC UTILITY EASEMENT PROVISIONS (P.U.E.)

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF JOLIET AND THEIR SUCCESSORS AND ASSIGNS AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE CITY INCLUDING BUT NOT LIMITED TO COMMONWEALTH EDISON COMPANY, AMERITECH, CONTINENTAL CABLE, NORTHERN ILLINOIS GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS OVER AND THROUGH ALL THE AREAS MARKED OR SHOWN AS "PUBLIC UTILITY EASEMENT" (OR "P.U.E.") FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNA TELEVISION SYSTEMS, INCLUDING BUT NOT LIMITED TO MUNICIPAL SANITARY SEWER SYSTEMS, WATER MAIN SYSTEMS, AND STORM DRAIN SYSTEMS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY OVER, UPON, ALONG, UNDER AND THROUGH SAID EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENTS THAT INTERFERE WITH THE OPERATION OF THE SEWER OR OTHER UTILITIES, FACILITIES, OR DRAINAGE WITHIN SAID EASEMENTS. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR FENCING, CURB & GUTTER, PAVEMENT, GARDENS, SHRUBS, LANDSCAPING, PEDESTRIAN OR BICYCLE PATHS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR MUNICIPAL AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF JOLIET.

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF JOLIET AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY, OVER THE ENTIRE PUBLIC UTILITY EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED

FOR AND GRANTED TO COMED
AND
A.T.& T., GRANTEES

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED LINES ON THE PLAT AND MARKED "EASEMENT", THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FOR SUCH TERM IN SECTION 2(e) OF "AN ACT IN RELATION TO CONDOMINIUMS" (ILLINOIS REVISED STATUTES, CH. 30, PAR. 302(e)), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS, "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING AND COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NICOR GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED "EASEMENT" AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT, SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO. NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "EASEMENT" AREAS, STREETS, ALLEYS, OR OTHER PUBLIC WAYS OR PLACES NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH CABLE TELEVISION IS HEREBY RESERVED FOR AND GRANTED TO AN APPROVED CABLE COMPANY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSIONS AND DISTRIBUTION OF CABLE TV SIGNALS IN ALL PLATTED EASEMENT AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTION OVER OR UNDER EACH LOT TO SERVE IMPROVEMENTS THEREON. NO BUILDING OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY EASEMENT AREA WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE.

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

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 _____, 20__.

_____
CITY COLLECTOR

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

THE UNDERSIGNED, OF ALL IN CAMPUS, LLC., DOES HEREBY CERTIFY THAT HE HAS CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AND PLATTED AS SHOWN BY THE ATTACHED PLAT FOR THE USES AND PURPOSES AS INDICATED THEREIN, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATED.

DATED AT JOLIET, ILLINOIS, THIS _____ DAY OF

_____, 20__.

ALL IN CAMPUS, LLC.
2250 S. CHICAGO STREET
JOLIET, ILLINOIS 60436

_____
TITLE

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT_____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF

_____, 20__.

_____ (SEAL)

SCHOOL DISTRICT BOUNDARY STATEMENT

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

1. THAT ALL IN CAMPUS, LLC AS OWNER OF THE PROPERTY LEGALLY DESCRIBED ON THE ATTACHED PLAT OF SUBDIVISION WHICH LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN; AND

2. TO THE BEST OF THEIR KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH EACH TRACT, PARCEL, LOT OR BLOCK OF THE SUBDIVISION LIES IS:
   JOLIET PUBLIC SCHOOL DISTRICT 70
   JOLIET TOWNSHIP HIGH SCHOOL DISTRICT 204

DATED THIS _____ DAY OF _____, A.D. 20__.

BY: _____ ATTEST: _____

TITLE:_____ TITLE:_____

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

SUBSCRIBED AND SWORN TO BEFORE ME THIS_____ DAY OF

_____, 20__.

BY: _____
NOTARY PUBLIC

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

RECOMMENDED FOR APPROVAL BY THE JOLIET CITY PLAN COMMISSION ON

_____, 20__.

_____ _____
PLAN COMMISSION CHAIRMAN DATE

_____ _____
PLAN COMMISSION SECRETARY DATE

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

THIS INSTRUMENT NUMBER_____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY AFORESAID, ON THIS _____ DAY OF_____, 20__, AT_____ O'CLOCK _____.M., AND MICROFILMED.

_____
WILL COUNTY RECORDER

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON

_____

_____
MAYOR

_____
CITY CLERK

STORMWATER MANAGEMENT EASEMENT PROVISIONS (S.M.E.)

OWNER AND DEVELOPER SHALL HAVE FULL RESPONSIBILITY FOR THE MAINTENANCE OF THE STORM WATER MANAGEMENT DETENTION/RETENTION FACILITIES WITHIN THE SUBDIVISION UNTIL SUCH TIME AS SAID STORM WATER MANAGEMENT DETENTION/RETENTION FACILITIES ARE CONVEYED TO THE OWNER'S ASSOCIATION.

UPON CONVEYANCE, THE OWNER'S ASSOCIATION SHALL HAVE PERPETUAL DUTY AND OBLIGATIONS TO PERFORM OR HAVE PERFORMED ALL MAINTENANCE OF THE STORM WATER MANAGEMENT DETENTION/RETENTION AREAS SO THAT THEY FUNCTION AS HYDRAULICALLY AND HYDROLOGICALLY PLANNED IN ACCORDANCE WITH ALL APPLICABLE STATUTES, ORDINANCES, RULES AND REGULATIONS.

THE OWNER'S ASSOCIATION, ITS AGENTS OR CONTRACTORS, SHALL NOT DESTROY OR MODIFY THE GRADES WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER OF THE CITY OF JOLIET.

PERPETUAL PUBLIC STORM WATER AND DRAINAGE EASEMENTS ARE HEREBY GRANTED TO CITY OF JOLIET, ITS AGENTS, SUCCESSORS AND ASSIGNS, OVER, ON, ACROSS AND UNDER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" (OR "S.M.E.") ON THE PLAT FOR THE RIGHT, PRIVILEGE AND AUTHORITY FOR THE PURPOSES OF:

1. SURVEYING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, INSPECTING MAINTAINING, AND OPERATING ALL STORM WATER MANAGEMENT FACILITIES, STRUCTURES, AND GRADES ON THE DETENTION/RETENTION SITE.

2. INCLUDING THE RIGHT OF ACCESS TO PERFORM THE WORK SPECIFIED IN PARAGRAPH 1 TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY PERSONS AND EQUIPMENT TO DO ANY OF THE REQUIRED WORK.

3. TRIMMING, OR REMOVING TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATIONS OF THE STORM WATER FUNCTIONS.

4. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED ON THE EASEMENT, BUT SAID EASEMENT MAY BE USED FOR OTHER PURPOSES THAT DO NOT NOW OR LATER CONFLICT WITH THE AFORESAID USES OR RIGHTS OR IN ANY WAY AFFECT OR IMPEDE THE STORAGE OR FREE FLOW OF STORM WATER ON AND OVER THE PARCEL.

5. IF THE OWNER OR OWNER'S ASSOCIATION FAILS TO MAINTAIN THE STORM WATER DETENTION/RETENTION FACILITIES AS REQUIRED, AND SUCH FAILURE CONTINUES FOR 30 DAYS AFTER WRITTEN DEMAND BY THE CITY, THE CITY OF JOLIET, ITS AGENTS OR CONTRACTORS, WILL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PROPERTY TO PERFORM MAINTENANCE, REPAIR, CONSTRUCTION OR RECONSTRUCTION NECESSARY TO MAINTAIN STORM WATER STORAGE OR FLOW ON THE PARCEL. THE INDIVIDUAL OWNERS OF THE LOTS CREATED BY THE FINAL PLAT OF SUBDIVISION, FROM TIME TO TIME SHALL BE JOINTLY LIABLE, IN A PERCENTAGE BASED ON UTILIZATION OF THE DETENTION/RETENTION FACILITIES, FOR ALL COSTS INCURRED BY THE CITY IN PERFORMING SUCH WORK, AND ANY RESPONSIBLE ATTORNEY'S FEES CONNECTED WITH THE COLLECTION OF SUCH COSTS. THE CITY'S ACTUAL COST TO PERFORM ANY NECESSARY WORK, AS DETERMINED BY THE CITY, AND THE ATTORNEY'S FEES MAY BE RECOVERED FROM THE RESPONSIBLE OWNERS BY ALL REMEDIES AVAILABLE TO THE CITY AT LAW OR IN EQUITY.

THE PROVISIONS OF THE COVENANTS AND DECLARATIONS RELATING TO STORM WATER OBLIGATIONS SHALL NOT BE AMENDED, MODIFIED, OR ABROGATED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY. ALL OF THE ABOVE STATED OBLIGATIONS SHALL ALSO BE CLEARLY REFERENCED IN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST THESE PARCELS, AND IN ANY DEEDS OR TITLE DOCUMENTATION REQUIRED FOR THE CONVEYANCE OF THE INDIVIDUAL LOTS OR UNITS.

LANDSCAPE EASEMENT PROVISIONS (L.E.)

FOR ALL THE AREAS ON THE PLAT MARKED OR SHOWN AS "LANDSCAPE EASEMENT" (OR "LANDSCAPE SETBACK EASEMENT" OR "L.E."), THE OWNERS OF LOTS CONTAINING LANDSCAPE SETBACK EASEMENT MUST MAINTAIN THE LANDSCAPING AND ARE PROHIBITED FROM PLACING BUILDINGS ON SAID EASEMENT.

MAIL TO: TWG ENGINEERING
129 CAPISTA DRIVE
SHOREWOOD, ILLINOIS 60404

Ruettiger, Tonelli & Associates, Inc. & TWiG Technologies
Surveyors - Engineers - Planners - G.I.S. Consultants
129 Capista Drive - Shorewood, Illinois 60404
Ph: (815) 744-6600 Website: www.ruettigertonelli.com

DATE CREATED: 04-07-2025				
FIELD BK: *	LATEST R. T. & A. REVISION			R. T. & A. Dwg. No.:
PAGE: *	No.	DATE	DESCRIPTION	BY
DRAWN BY: esm	5	07-15-2025	REVISED PER CITY REVIEW	DJZ

325-0110-R

DATE: June 19, 2025

TO: Joliet Plan Commission

FROM: Ray Heitner, Planner

SUBJECT: FP-2-25: Final Plat of Cadence Crossings, Unit 1

GENERAL INFORMATION:

APPLICANT:	All In Campus, LLC
STATUS OF APPLICANT:	Owner
REQUESTED ACTION:	Approval of a final plat and recording plat of subdivision
PURPOSE:	To continue development within an existing light industrial subdivision
EXISTING ZONING:	I-1 (Light Industrial)
LOCATION:	West/Northwest of Emerald Drive and S. Chicago Street (IL Route 53) (07-28-400-004-0010, 07-28-400-004-0020, 07-28-400-004-0030)
SIZE:	34.43 acres
EXISTING LAND USE:	Agricultural / undeveloped

SURROUNDING LAND USE & ZONING:

NORTH: Agricultural, I-1 (Light Industrial)
SOUTH: Industrial, I-1 (Light Industrial)
EAST: Agricultural, I-1 (Light Industrial) and B-3 (General Business)
WEST: Industrial, I-2 (General Industrial)

SITE HISTORY:
The subject property is a 34-acre portion of the greater, 70-acre, Cadence Crossings Subdivision Preliminary Plat, which was approved by the City Council in 2021, and reapproved for a three-year extension on January 16, 2024. At the time of the original preliminary plat approval in 2021, the City also approved annexation of the subject property and zoning reclassification to its present I-1 (Light Industrial) zoning designation.

A Special Use Permit for truck and trailer parking, freight cartage, truck repair facilities, and the sale of new and used trucks and trailers was also approved for the subject property at this time. At the November 7, 2023, meeting of the City Council, the petitioner, All in Campus, LLC, received approval to construct a temporary truck and trailer parking lot for approximately 350 trailers or tractor/trailers on the southerly 10 acres of Lot 1 of the preliminary plat of Cadence Crossings Subdivision, otherwise known as the "Interim Marshalling Area." The petitioner wishes to proceed with Final and Recording Plat approval of the 34-acre Unit 1 portion of the subdivision to record the subject Unit 1 lots and to begin preparation for Unit 2 platting of the subdivision.

The preliminary plat was approved with the understanding that the land use plan detailed below would be pursued. Lot 1, 2, and 3 of the preliminary plat are included in the Unit 1 Final Plat.

- Lot 1: Truck and trailer "Marshalling Center" with 350 trailer stalls and 366 tractor trailer stalls (26.28 acres);
- Lot 2: Stormwater detention (5.18 acres)
- Lot 3: Stormwater detention (2.75 acres)
- Lot 4: Multi-use, 253,200 square foot "Pit Stop" facility that includes a 7-bay truck and trailer repair operation, new and used truck and trailer sales, parts storage, and restaurant. This facility will have approximately 190 vehicle parking stalls, 66 truck parking stalls, and loading docks (18.13 acres)
- Lot 5: Multi-tenant 114,308 square foot warehouse that will have approximately, 42 truck stalls, 178 vehicle stalls and loading docks (10.0 acres)
- Lot 6: Stormwater detention (7.01 acres)

SPECIAL INFORMATION:
The purpose of the three-year extension of the preliminary plat in 2024 was to allow for additional time for the extension of Emerald Drive from the Illinois Route 53 intersection to the subject property. A traffic signal is currently being installed at this intersection to accommodate increased traffic at the intersection. The petitioner is working with adjacent landowners to provide the necessary dedications to make the primary means of access to the Lot 1 marshalling yard stem off Emerald Drive. Staff is supporting the petitioner's request for continued access to Lot 1 via Marcella Avenue, which connects to the southeast corner of Lot 1, on an interim basis, until Emerald Drive can be fully dedicated to allow direct access to Route 53.

The Final Plat shows a guardhouse that would serve as the main entry and exit point for trucks entering the Lot 1 marshalling yard. The guardhouse is positioned directly across from the planned extension of Emerald Drive. The Final Plat shows utility extensions to

service this building. A 30-foot public utilities easement has also been extended along the eastern boundary of Lot 1 and Lot 3 to facilitate utility needs for future development within the Unit 2 portion of the subdivision. Sewer and water connection fees and developer impact fees will be required upon future development. The annexation agreement applies the City's Payment In-Lieu-Of-Taxes (PILOT) fee to a portion of Lot 1.

ANALYSIS: Approval of the final plat for Cadence Crossings, Unit 1 will allow the continued development of the Cadence Crossings Industrial subdivision. The developer will begin preparing plans for final and recording plats of subsequent units of the preliminary plat upon approval.

CASE NO. _____

DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR APPROVAL OF (Check One):

_____ **Preliminary Plat**
__X__ **Final Plat**
__X__ **Recording Plat**

NAME OF SUBDIVISION: Cadence Crossings - Unit 1

NAME OF PETITIONER: All In Campus, LLC

CELL #: 773-842-7393 **E-MAIL**: Tom@cadencepremier.com

HOME ADDRESS: N/A

CITY, STATE, ZIP: N/A

HOME PHONE: N/A

BUSINESS ADDRESS: 2250 S Chicago St

CITY, STATE, ZIP: Joliet, IL 60436

BUSINESS PHONE: SAME AS CELL

INTEREST OF PETITIONER: Owner

NAME OF LOCAL AGENT: Caylor Consulting LLC (project management consultant)

ADDRESS: 619 N Eagle St Naperville, IL PHONE: 630-881-4716

OWNER: All In Campus, LLC-Tomas Maciulis

HOME ADDRESS: N/A PHONE: _____

CITY, STATE, ZIP: N/A

BUSINESS ADDRESS: 2250 S Chicago St PHONE: _____

CITY, STATE, ZIP: Joliet, IL 60436

CELL #: 773-842-7393 **E-MAIL**: Tom@cadencepremier.com

ENGINEER: Jacob and Hefner Associates, Inc.

ADDRESS: 1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515 PHONE: 630-652-4600

LAND SURVEYOR: The Will Group

ADDRESS: 129 Capista Drive, Shorewood, IL 60404 PHONE: 815-744-6600

ATTORNEY: John Phillipchuck

ADDRESS: _____ PHONE: _____

LEGAL DESCRIPTION OF PROPERTY: See attachments.

COMMON ADDRESS: West/Northwest of Emerald Drive and S Chicago St (IL Rte 53)

PERMANENT INDEX NUMBER (Tax No.): 07-28-400-004-0010, 07-28-400-004-0020, & 07-28-400-004-0030

SIZE: 34.43 acres

NO. OF LOTS: 3

PRESENT USE: Agricultural EXISTING ZONING: I-1

USES OF SURROUNDING PROPERTIES: North: Agricultural

South: Industrial

East: Agricultural

West: Industrial

Name of Park District: Joliet Park District

Date Contacted Park District: N/A

Is any open space/park site being offered as part of a preliminary plat? No

If yes, what amount? N/A

(Acknowledgment by Park District Official) _____

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: _____

Attach ten (10) 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 attachments.

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, Tomas Maciulis, 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: 4/16/25 Petitioner's Name

Subscribed and sworn to before me this 16th day of April, 2025

Notary Public My Commission Expires: 1/25/28

OFFICIAL SEAL
CHARLES T ROELLE
Notary Public, State of Illinois
Commission No. 407047
My Commission Expires January 25, 2028

LEGAL DESCRIPTION

CADENCE CROSSINGS – UNIT 1

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY GULF, MOBILE AND OHIO RAILROAD COMPANY) AND LYING SOUTHWESTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS AS CONVEYED BY DOCUMENT NO. 296450, IN BOOK 502, PAGE 614, AND BY DOCUMENT NO. 378968, IN BOOK 609, PAGE 81, AND ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE SAID ILLINOIS CENTRAL GULF RAILROAD COMPANY; AND EXCEPTING THE SOUTH 179.21 FEET THEREOF; AND FURTHER EXCEPTING THAT PART THEREOF CONVEYED TO TERRY JOHNSON AND ELAINE JOHNSON BY DEED RECORDED FEBRUARY 14, 1984 AS DOCUMENT NO. R84-04406; AND FURTHER EXCEPTING THAT PART THEREOF CONVEYED TO UNION PACIFIC RAILROAD COMPANY BY DEED RECORDED JULY 27, 2016 AS DOCUMENT NO. R2016056143, ALL IN TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

CONTIGUOUS LAND HOLDINGS LIST

P.I.N. 30-07-28-214-006-0000
P.I.N. 30-07-28-215-003-0000
P.I.N. 30-07-28-215-004-0000
P.I.N. 30-07-28-400-004-0010
P.I.N. 30-07-28-400-004-0020
P.I.N. 30-07-28-400-004-0030
P.I.N. 30-07-28-401-002-0000
P.I.N. 30-07-28-401-003-0000
P.I.N. 30-07-28-401-004-0000
P.I.N. 30-07-28-402-001-0000
P.I.N. 30-07-28-402-002-0000

Permanent Index Numbers (also referred to as PINs or Parcel IDs) have been obtained from the Will County GIS Data Viewer on April 16, 2025

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:

07-28-400-004-0010, 07-28-400-004-0020, & 07-28-400-004-0030

PIN(s): _____

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

Tomas Maciulis

_____

_____

_____

E-MAIL: Tom@cadencepremier.com **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:_____

DATE: 4/16/2025

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

Tomas Maciulis, Founder/owner

_____

Neighboring Properties within 100'

Property: **Cadence Marshalling & Staging Yard**
Joliet, Illinois

JHA Project #: C231bb 4/17/2025

Recorder PIN	House Number	Prefix Direction	Street Name	City	ZIP Code	Owner Name/Entity	Owner Address	Included in Subject Property
30-07-28-214-002-0000	UTILITY	S	CHICAGO ST	JOLIET	60436	COMMONWEALTH EDISON CO	ATTN TAX DEPT THREE LINCOLN CTR 4TH FL OAKBROOK TERRACE IL 60181	N
30-07-28-214-003-0000	UTILITY	S	CHICAGO ST	JOLIET	60436	NATURAL GAS PIPELINE	ATTN PROPERTY TAX DEPT PO BOX 4372 HOUSTON TX 77210	N
30-07-28-214-006-0000	V		RACHEL AVE	JOLIET	60436	ALL IN CAMPUS LLC	2250 S CHICAGO ST JOLIET IL 60436	N
30-07-28-214-010-0000	250		ZURICH RD	JOLIET	60436	SE JOLIET SANITARY DISTRICT	ATTN: OPERATING MGR 1607 MOORE AVE JOLIET IL 60433	N
30-07-28-214-011-0000	224		ZURICH RD	JOLIET	60436	FRANKLIN ROBERTA	CRUDUP BRIAN EDWARD 107 REDBUD DR JOLIET IL 60433	N
30-07-28-214-012-0000	UTILITY		ZURICH RD	JOLIET	60436	COMMONWEALTH EDISON CO	ATTN TAX DEPT THREE LINCOLN CTR 4TH FL OAKBROOK TERRACE IL 60181	N
30-07-28-300-008-0000	V	W	LARAWAY RD	JOLIET	60436	275 LARAWAY INVESTORS LLC	444 W LAKE ST STE 3500 CHICAGO IL 60606	N
30-07-28-400-004-0010	V	S	CHICAGO ST	JOLIET	60436	ALL IN CAMPUS LLC	2250 S CHICAGO ST JOLIET IL 60436	Y
30-07-28-400-004-0020	V	S	CHICAGO ST	JOLIET	60436	ALL IN CAMPUS LLC	2250 S CHICAGO ST JOLIET IL 60436	Y
30-07-28-400-004-0030	V	S	CHICAGO ST	JOLIET	60436	ALL IN CAMPUS LLC	2250 S CHICAGO ST JOLIET IL 60436	Y
30-07-28-401-002-0000	110		RACHEL AVE	JOLIET	60436	ALL IN CAMPUS LLC	2253 S CHICAGO ST JOLIET IL 60436	N
30-07-28-401-003-0000	114		RACHEL AVE	JOLIET	60436	ALL IN CAMPUS LLC	2251 S CHICAGO ST JOLIET IL 60436	N
30-07-28-403-004-0000	V	S	LARAWAY RD	JOLIET	60436	SPEEDWAY LLC	% REAL ESTATE DEPT 539 S MAIN ST FINDLAY OH 45842	N
30-07-28-403-005-0000	V	S	CHICAGO ST	JOLIET	60436	SPEEDWAY LLC	% REAL ESTATE DEPT 539 S MAIN ST FINDLAY OH 45840	N
30-07-28-503-003-0000	RR	W	LARAWAY RD	JOLIET	60436	GM & O RAILROAD	NA	N
30-07-28-503-004-0000	RR	W	LARAWAY RD	JOLIET	60437	GM & O RAILROAD	NA	N
30-07-28-503-005-0000	RR	W	LARAWAY RD	JOLIET	60438	GM & O RAILROAD	NA	N
30-07-28-506-003-0000	V		ZURICH RD	JOLIET	60435	UNION PACIFIC RR CO	NA	N
30-07-28-506-005-0000	V		ZURICH RD	JOLIET	60436	UNION PACIFIC RR CO	NA	N

Notes:

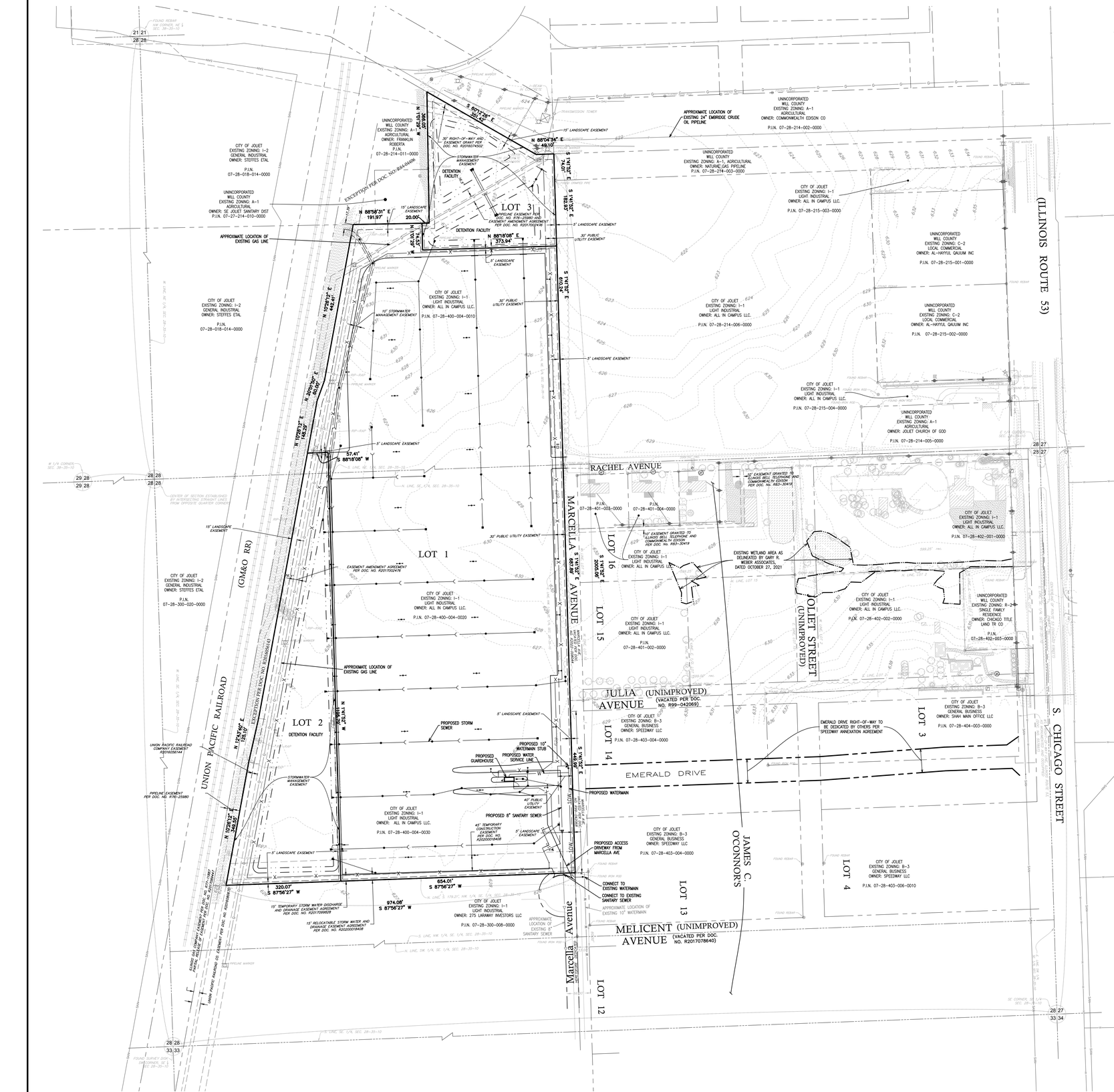
1. Permanent Index Numbers (also referred to as PINs or Parcel IDs) have been obtained from the Will County GIS Data Viewer on April 14, 2025.

2. Owner name and address information has been obtained from the 2024 Levy Real Estate Tax Information available from the Will County Treasurer.

FINAL PLAT OF SUBDIVISION
of
CADENCE CROSSINGS - UNIT 1

P.I.N.: 07-28-400-004-0010
P.I.N.: 07-28-400-004-0020
P.I.N.: 07-28-400-004-0030

A Subdivision of
Part of the East 1/2 of Section 28,
Township 35 North, Range 10 East of the Third Principal Meridian,
in Will County, Illinois.


LOT 1
LOT 2
DETENTION FACILITY
LOT 3
DETENTION FACILITY
CITY OF JOLIET EXISTING ZONING: I-2 GENERAL INDUSTRIAL OWNER: STEFFES ETAL P.I.N. 07-28-018-014-0000
CITY OF JOLIET EXISTING ZONING: I-2 GENERAL INDUSTRIAL OWNER: STEFFES ETAL P.I.N. 07-28-018-014-0000
CITY OF JOLIET EXISTING ZONING: I-2 GENERAL INDUSTRIAL OWNER: STEFFES ETAL P.I.N. 07-28-300-020-0000
UNINCORPORATED WILL COUNTY EXISTING ZONING: A-1 AGRICULTURAL OWNER: FRANKLIN ROBERTA P.I.N. 07-28-214-011-0000
UNINCORPORATED WILL COUNTY EXISTING ZONING: A-1 AGRICULTURAL OWNER: SE JOLIET SANITARY DST P.I.N. 07-27-214-010-0000
UNINCORPORATED WILL COUNTY EXISTING ZONING: A-1, AGRICULTURAL OWNER: NATURAL GAS PIPELINE P.I.N. 07-28-214-003-0000
UNINCORPORATED WILL COUNTY EXISTING ZONING: A-1 AGRICULTURAL OWNER: COMMONWEALTH EDISON CO P.I.N. 07-28-214-002-0000
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-215-003-0000
UNINCORPORATED WILL COUNTY EXISTING ZONING: C-2 LOCAL COMMERCIAL OWNER: AL-HAYYUL QAUUM INC P.I.N. 07-28-215-001-0000
UNINCORPORATED WILL COUNTY EXISTING ZONING: C-2 LOCAL COMMERCIAL OWNER: AL-HAYYUL QAUUM INC P.I.N. 07-28-215-002-0000
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-214-006-0000
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-215-004-0000
UNINCORPORATED WILL COUNTY EXISTING ZONING: A-1 AGRICULTURAL OWNER: JOLIET CHURCH OF GOD P.I.N. 07-28-214-005-0000
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-400-004-0010
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-400-004-0020
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-400-004-0030
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: 275 LARAWAY INVESTORS LLC P.I.N. 07-28-300-008-0000
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-401-002-0000
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-401-003-0000
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-401-004-0000
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-401-003-0000
CITY OF JOLIET EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-402-002-0000
UNINCORPORATED WILL COUNTY EXISTING ZONING: R-2 SINGLE FAMILY RESIDENCE OWNER: CHICAGO TITLE LAND TR CO P.I.N. 07-28-402-003-0000
CITY OF JOLIET EXISTING ZONING: B-3 GENERAL BUSINESS OWNER: SHAH MAIN OFFICE LLC P.I.N. 07-28-404-003-0000
CITY OF JOLIET EXISTING ZONING: B-3 GENERAL BUSINESS OWNER: SPEEDWAY LLC P.I.N. 07-28-403-004-0000
CITY OF JOLIET EXISTING ZONING: B-3 GENERAL BUSINESS OWNER: SPEEDWAY LLC P.I.N. 07-28-403-006-0010
CITY OF JOLIET EXISTING ZONING: B-3 GENERAL BUSINESS OWNER: SPEEDWAY LLC P.I.N. 07-28-403-004-0000
UNINCORPORATED WILL COUNTY EXISTING ZONING: I-1 LIGHT INDUSTRIAL OWNER: ALL IN CAMPUS LLC. P.I.N. 07-28-402-001-0000
APPROXIMATE LOCATION OF EXISTING 24" EMBRIDGE CRUDE OIL PIPELINE
EXCEPTION PER DOC. NO. R89-44486
EXCEPTION PER DOC. NO. R89-44487
APPROXIMATE LOCATION OF EXISTING GAS LINE
APPROXIMATE LOCATION OF EXISTING GAS LINE
EXISTING WETLAND AREA AS DELINEATED BY GARY R. WEBER ASSOCIATES, DATED OCTOBER 27, 2021
PIPELINE EASEMENT PER DOC. NO. R76-25880
UNION PACIFIC RAILROAD COMPANY EASEMENT R2016056144
EXCEPTION PER DOC. NO. R89-44487
ILLINOIS GAS COMPANY EASEMENT PER DOC. NO. R77-19447 AND RELEASE OF EASEMENT PER DOC. NO. R2007-000135
UNION PACIFIC RAILROAD CO. EASEMENT PER DOC. NO. 0000000000
EXCEPTION PER DOC. NO. R89-44487
EXCEPTION PER DOC. NO. R89-44488
EXCEPTION PER DOC. NO. R89-44489
EXCEPTION PER DOC. NO. R89-44490
EXCEPTION PER DOC. NO. R89-44491
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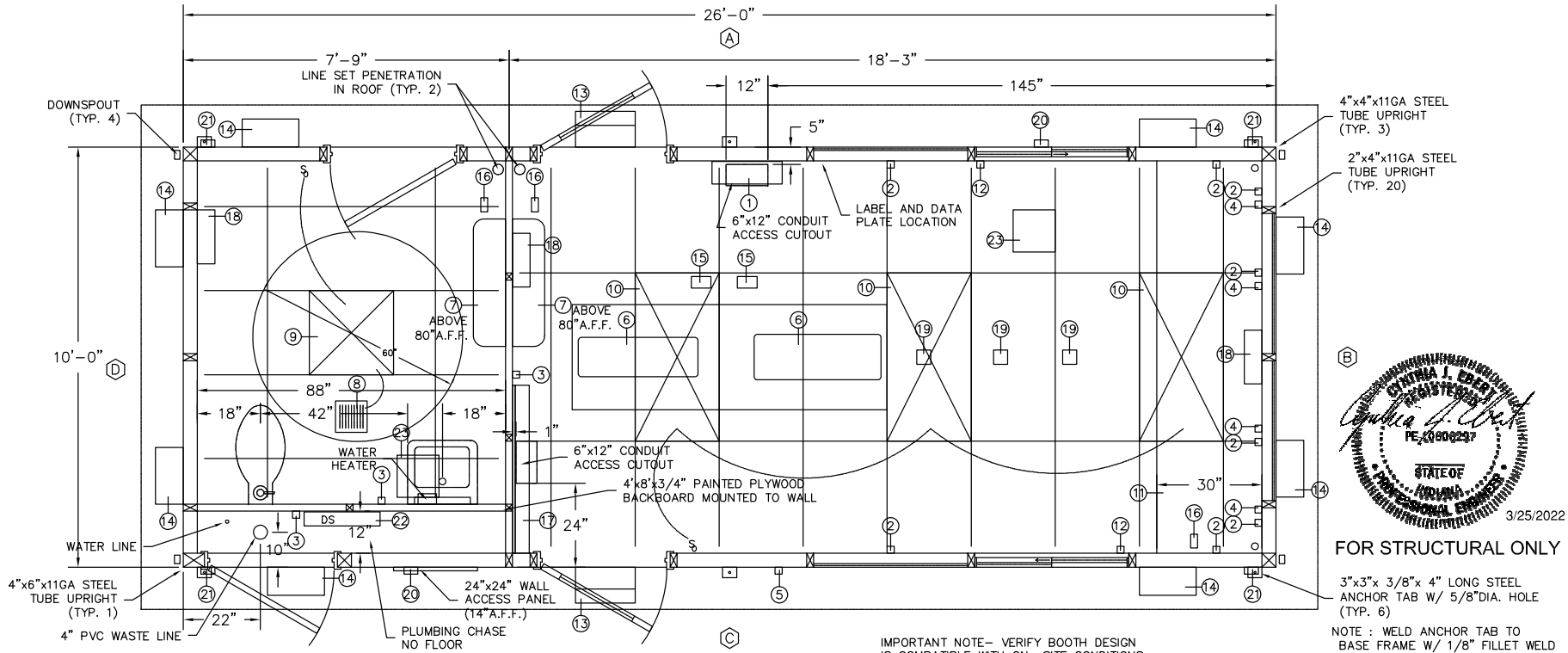
EXCEPTION PER DOC. NO.



IMPORTANT NOTE– VERIFY BOOTH DESIGN IS COMPATIBLE WITH ON SITE CONDITIONS FOR PROPER ACCESSIBILITY.

CYNTHIA J. EBERT REGISTERED PE-2010027237 STATE OF MISSOURI PROFESSIONAL ENGINEER
3/25/2022

FOR STRUCTURAL ONLY

NOTE : WELD ANCHOR TAB TO BASE FRAME W/ 1/8" FILLET WELD MIN. 2 1/2" LONG EACH SIDE OF ANCHOR TAB.

RECOMMENDED ANCHOR BOLT : (1) 1/2"ø EXPANSION ANCHOR AT EACH ANCHOR TAB. ANCHOR TYPE AND EMBEDMENT TO BE DETERMINED BY FOUNDATION ENGINEER.
SERVICE (ASD) LOADS TO CONCRETE AT EACH ANCHOR BOLT :
T = 1.20 KIP
V = 1.00 KIP

DURASTEEL MODEL PC-RR2610SW-R4 BUILDING NOTES :

① 100 AMP 3 PHASE, 30 SPACE, PANEL BOARD w/ 100A MAIN BREAKER, (SEE PANEL SCHEDULE) (QTY 1)
② 115V DUPLEX OUTLET (QTY 8)
③ 115V GFI DUPLEX OUTLET (QTY 3)
④ BLANK 2x4 J-BOX w/ RECESSED CONDUIT RUN & PULL WIRE TO ITEM #17 (QTY 4)
⑤ EXTERIOR 115V DUPLEX OUTLET w/ WEATHERPROOF COVER (QTY 1)
⑥ EXTERIOR SPLIT SYSTEM HEAT PUMP (SHIPS LOOSE, QTY 2) W/MTG. PAD ON ROOF
⑦ 18000 BTU (OFFICE), 9000 BTU (RESTROOM) WALL MTD AIR HANDLER (SHIPS LOOSE)
⑧ 80 CFM EXHAUST FAN (WIRED TO LIGHT) (QTY 1)
⑨ 2'x2' LED FLAT PANEL LIGHT w/ OCCUPANCY SENSOR SWITCH (QTY 1)
⑩ 2'x4' LED FLAT PANEL LIGHT w/ OCCUPANCY SENSOR SWITCH (QTY 3)
⑪ 30" DEEP PAINTED STEEL SHELF (QTY 1)
⑫ 4x4 J-BOX w/ RECESSED CONDUIT & PULL WIRE TO ITEM# 17 (QTY 2)
⑬ 50 WATT EXT. DOWN LIGHT (QTY 2) w/ PHOTO CELL (WST LED-P3-40K-VF-120-PE-DDBXD)
⑭ 39 WATT EXT. WALL PACK LIGHT (QTY 8) w/ PHOTO CELL (TWH LED-10C-1000-40K-T3M-120-PE-DDBXD)
⑮ EXTERIOR DISCONNECT, ON ROOF (QTY. 2, 1 w/ EXT. GFI SERVICE OUTLET-WP)
⑯ 115V DUPLEX OUTLET, CEILING MOUNTED (QTY 3)
⑰ 4"x4"x48" STEEL WIREWAY w/ SCREW COVER & KNOCKOUTS @ 90" A.F.F. (QTY 1)
⑱ 208V, 3,000 WATT WALL MOUNTED HEATER (WIRED DIRECT) (QTY 3)
⑲ CEILING PAN MOUNTED 4X4 J-BOX (QTY 3) w/ RECESSED CONDUIT RUN & PULL WIRE TO ITEM# 17
⑳ EXTERIOR 4X4 J-BOX (QTY 2) w/ RECESSED 1" CONDUIT RUN & PULL WIRE TO ITEM# 23
㉑ EXTERIOR 4X4 J-BOX (QTY 4) w/ RECESSED 1/2" CONDUIT RUN & PULL WIRE TO ITEM# 17
㉒ 115V, 500W PLUMBING CHASE HEATER (QTY 1) W/DISCONNECT SWITCH (WIRED DIRECT)
㉓ 12"x12"x6" J-BOX RECESSED IN CEILING (QTY 2) w/ COVER & 3/4" CONDUIT RUN & PULL WIRE TO ITEM# 17

* EXTERIOR ROOF w/ 12" OVERHANG, 20"H FASCIA, (4) LIFTING LUG PLATES & (4) DOWNSPOUTS
* 96" INTERIOR HEIGHT TO ACOUSTICAL GRID CEILING
* 4" THICK WALL CONSTRUCTION
* (2) 3070 STEEL SWING DOOR w/23"x29" VISION LITE, STEEL FRAME, SARGENT 70-RX-8271-12V-LNP-26D LOCKSET, BEST GREEN CONSTRUCTION CORE, VON DUPRIN POWER TRANSFER, 320-32D LATCH GUARD, CHECK CHAIN & NORTON 7500-689 CLOSER (ENTRANCE DOOR)
* (1) 3070 STEEL SWING DOOR w/ STEEL FRAME, SARGENT 28-70-10G44-LP-26D LOCKSET, BEST GREEN CONSTRUCTION CORE, CHECK CHAIN & NORTON 7500-689 CLOSER (RESTROOM)
* (1) 3068 STEEL SWING DOOR w/ STEEL FRAME, BEST LEVER LOCK, BEST GREEN CONSTRUCTION CORE & CHECK CHAIN (CHASE)
* (2) SLIDING WINDOWS, BOYD 600
* GLAZING: 1" GRAY, SOLARBAN 70XL INSULATED TEMPERED
* INSULATION: WALLS R-17, CEILING R-38, FLOOR R-24
* ALUMINUM TREAD PLATE FLOOR
* 2-STANDARD FLOOR ACCESS CUTOUT
* BUILDING PAINTED, TWO PART POLYURETHANE PAINT: PK WHITE
* 5LB ABC FIRE EXTINGUISHER (SHIP LOOSE)
* PLUMBING FIXTURES INSTALLED & PLUMBED TO INCLUDE:
  - KOHLER FLOOR MOUNTED REAR DISCHARGE TOILET w/FLUSH VALVE
  - ADA SINK w/ FAUCET
  - TANKLESS WATER HEATER
  - TOUCHLESS PAPER TOWEL DISP., TOUCHLESS SOAP DISP., FOUR ROLL TOILET PAPER DISP., & ADA MIRROR 16"x30", SANITARY NAPKIN DISP., AND TOILET SEAT COVER DISP.
  - ADA GRAB BARS (42", 36", 18")
  - FLOOR DRAIN (SHIPPED LOOSE, INSTALLED ON SITE BY OTHERS)

ELECTRICAL NOTES :
* ALL ELECTRICAL ITEMS TO BE UL LISTED
* J-BOXES TO BE SURFACE MOUNTED ON WALLS UNLESS NOTED
* CONDUIT TO BE MC CABLE, 3/4" max., AND RECESSED IN WALLS, CEILING, & FLOOR, UNLESS NOTED OTHERWISE
* WIRE TO BE COPPER, SIZE #12 MIN. W/THHN INSULATION

* NOTES :
-EXTERIOR SPLIT SYSTEM UNIT SHIPPED LOOSE. UNITS MUST BE INSTALLED ON SITE BY QUALIFIED HVAC TECHNICIAN.
-LINE SET PENETRATIONS TO BE WEATHER-PROOFED ON SITE BY OTHERS, AFTER LINE SET IS INSTALLED BY QUALIFIED HVAC TECHNICIAN.

Larson Engineering, Inc.
1850 Craigshire Road, Suite 300
St. Louis, MO 63146-4013
314.731.4710 Fax: 314.628.9620
www.larsonengr.com

© 2022 LEI

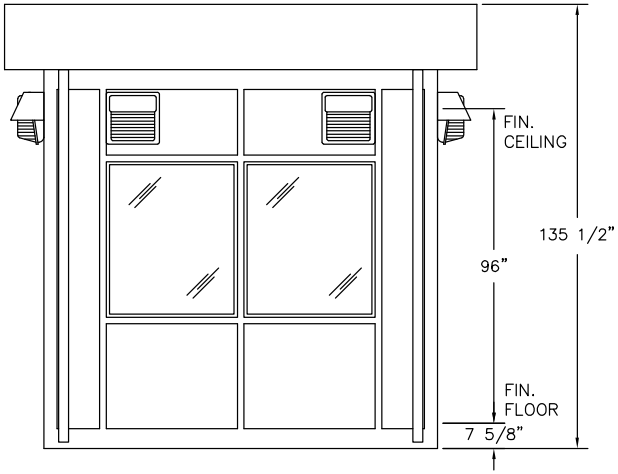
Project Number: 53220213.000

PROJECT:
CUSTOMER: RYAN COMPANIES
SYSTEM: DURASTEEL
MODEL: PC-RR2610SW-R4

PORTA-KING BUILDING SYSTEMS
4133 SHORELINE DRIVE
EARTH CITY, MO 63045
1-800-456-5464
www.portaking.com

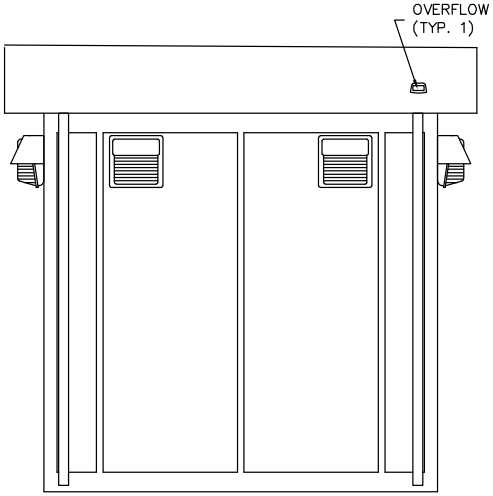
ESTIMATE:
ORDER: PK36042
JOB: 48850
DATE: 9-11-18
REVISED: 1-20-22
DRAWN BY: KCD
SHEET 2 OF 13

ELEVATION A



ELEVATION B

ELEVATION C



ELEVATION D

CYNTHIA J. EBERT
REGISTERED
PE-20806297
STATE OF
INDIANA
PROFESSIONAL ENGINEER
3/25/2022

FOR STRUCTURAL ONLY

Larson
Engineering, Inc.
1850 Craigshire Road, Suite 300
St. Louis, MO 63146-4013
314.731.4710 Fax: 314.628.9620
www.larsonengr.com

© 2022 LEI

Project Number: 53220213.000

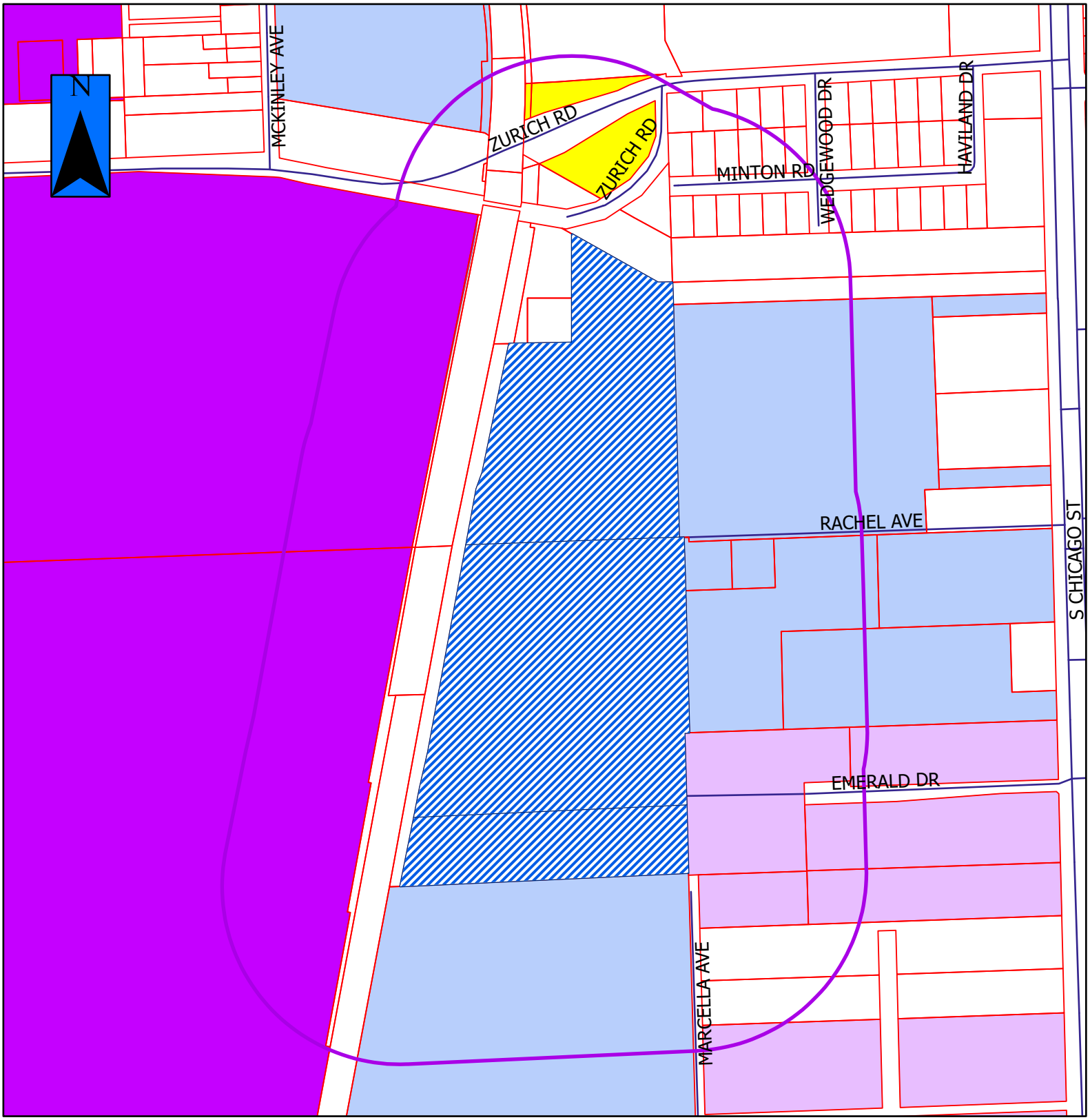
PROJECT:

CUSTOMER: RYAN COMPANIES
SYSTEM: DURASTEEL
MODEL: PC-RR2610SW-R4

PORTA-KING
BUILDING SYSTEMS
4133 SHORELINE DRIVE
EARTH CITY, MO 63045
1-800-456-5464
www.portaking.com

ESTIMATE:	
ORDER:	PK36042
JOB:	48850
DATE:	9-11-18
REVISED:	1-20-22
DRAWN BY:	KCD
SHEET	3 OF 13

LARAWAY CROSSINGS



FP-2-25

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

FP-2-25a

JOLIET PLANNING DIVISION
DIVISIÓN DE PLANIFICACIÓN

= Property in Question / Propiedad en cuestión

= 600' Public Notification Boundary /
Límite de notificación pública de 600 ft (180 m)

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, June 19, 2025

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
Mike Eulitz
John Kella
Wendell Martin
Roberto Perez
Debbie Radakovich
Brigette Roehr
Michael Turk

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

CALL TO ORDER

ROLL CALL

Present Jason Cox, Jeff Crompton, Mike Eulitz, John Kella, Debbie Radakovich, Brigette Roehr and Michael F. Turk

Absent Wendell Martin and Roberto Perez

ALSO PRESENT: Community Development Director Dustin Anderson, Planning Director Jayne Bernhard, Interim Corporation Counsel Todd Lenzie, Deputy Director of Engineering Sean Mikos, Planner Raymond Heitner, Planner Helen Miller, Civil Engineer Kyle Hinson, Legal Assistant Katy Fyksen, and Community Development Administrative Assistant Lauren Helland

APPROVAL OF MINUTES

Plan Commission Meeting Minutes 5-15-25 **TMP-8604**

Attachments: Plan Commission Meeting Minutes 5-15-25.pdf

A motion was made by Michael F. Turk, seconded by Jeff Crompton, to approve Plan Commission Meeting Minutes 5-15-25. 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

FP-2-25: Final Plat of Cadence Crossings, Unit 1. (West/Northwest of Emerald Drive and South Chicago Street – IL Route 53) (PIN #'s 30-07-28-400-004-0010, 30-07-28-400-004-0020, and 30-07-28-400-004-0030) (COUNCIL DISTRICT # 5) **TMP-8498**

Attachments: FP-2-25 (Cadence Unit 1) Staff Report Packet.pdf

Planning Director Jayne Bernhard read the staff report into the record. Robert Gilbert with Jacob & Hefner Associates, Inc. appeared on behalf of the petition. There were no comments or questions from the Commission. No one from the public spoke in favor of or in opposition to the petition.

A motion was made by Jason Cox, seconded by Brigette Roehr, to approve FP-2-25: Final Plat of Cadence Crossings, Unit 1. (West/Northwest of Emerald Drive and South Chicago Street – IL Route 53) (PIN #'s 30-07-28-400-004-0010, 30-07-28-400-004-0020, and 30-07-28-400-004-0030) (COUNCIL DISTRICT # 5). The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

A-2-25: Annexation of 19535 NE Frontage Road, Classification to R-5 (Multi-Family Residential) Zoning and Approval of an Annexation Agreement. (19535 NE Frontage Road) (PIN # part of 05-06-10-400-034-0000) (COUNCIL DISTRICT #5) **TMP-8606**

PUD-3-25: Preliminary Planned Unit Development of The Preserve Townhomes. (19535 NE Frontage Road) (PIN # part of 05-06-10-400-034-0000) (COUNCIL DISTRICT #5)

Attachments: A-2-25 PUD-3-25 (Preserve Townhomes) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Attorney Nathaniel Washburn with KGG, LLC appeared on behalf of the petition. In response to the Commission's questions, Mr. Washburn discussed the site's access to Frontage Road, access road improvements, traffic studies, and traffic control plan at Frontage Road. Deputy Director of Engineering Sean Mikos explained Frontage Road was controlled by IDOT.

Cheryl Salaiz, Jody Henninger with Clingen Callow & McLean, LLC, Mitch Mariotti with Prairie Materials, Russell Erickson, Robert Larsen, and City of Joliet Councilwoman Jan Hallums Quillman spoke in opposition to the petition.

Mr. Washburn responded to the public comments.

In response to Commissioner Radakovich's questions, Mr. Washburn explained the townhomes would be developed at one time and the garages would be sold separately.

Commissioner Turk inquired whether the market study accounted for the industrial zoning adjacent to the property. Bill Caton, the property's broker, addressed multi-family housing based on the property's location.

Chris Rapp with Prairie Materials spoke in opposition to the petition.

A motion was made by Jason Cox to approve A-2-25 and PUD-3-25. The motion failed for lack of second.

A motion was made by Jeff Crompton, seconded by Michael F. Turk, to deny A-2-25: Annexation of 19535 NE Frontage Road, Classification to R-5 (Multi-Family Residential) Zoning and Approval of an Annexation Agreement. (19535 NE Frontage Road) (PIN # part of 05-06-10-400-034-0000) (COUNCIL DISTRICT #5)

PUD-3-25: Preliminary Planned Unit Development of The Preserve Townhomes. (19535 NE Frontage Road) (PIN # part of 05-06-10-400-034-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Nay: Cox

Absent: Martin and Perez

PUD-4-25: Preliminary Planned Unit Development of Luna Estates. (1924 Mills Road) (PIN # 30-07-24-300-042-0000) (COUNCIL DISTRICT #5) **TMP-8605**

PUD-5-25: Final Planned Unit Development of Luna Estates. (1924 Mills Road) (PIN # 30-07-24-300-042-0000) (COUNCIL DISTRICT #5)

Attachments: PUD-4-25 PUD-5-25 (Luna Estates) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Tom Carroll with Geotech, Inc. appeared on behalf of the petition. There were no comments or questions from the Commission.

Steve Matter and Charlyne Moffett spoke about farm animals. Ms. Bernhard explained how the zoning ordinance applies to the keeping of farm animals. Jesus Luna described the number of horses on the property. An area resident spoke about the subdivision surrounding the petitioner's property. Diane Matter spoke about City sewer and water connection. Ms. Bernhard explained the annexation requirements relating to City sewer and water connection. Charlyne Moffett and an area resident spoke a second time about the subdivision surrounding the petitioner's property.

Mr. Carroll responded to the public comments.

A motion was made by Mike Eulitz, seconded by Debbie Radakovich, to approve PUD-4-25: Preliminary Planned Unit Development of Luna Estates. (1924 Mills Road) (PIN # 30-07-24-300-042-0000) (COUNCIL DISTRICT #5)

PUD-5-25: Final Planned Unit Development of Luna Estates. (1924 Mills Road) (PIN # 30-07-24-300-042-0000) (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

M-1-25: Adoption of the Downtown Joliet Equitable Transit Oriented Development Plan **TMP-8632**

Attachments: M-1-25 - ETOD Plan - Staff Report.docx
FINAL DRAFT_Downtown Joliet ETOD Plan 06-12-2025_reduced file size.pdf

Ms. Bernhard explained the Downtown Joliet Equitable Transit Oriented Development (ETOD) Plan was available on the City's webpage at www.joliet.gov/etod, requested a Plan Commission recommendation for the plan to proceed to City Council adoption on July 14 and 15, and provided an overview of the plan, which included information about the plan's goals, online and in-person engagement opportunities, and the plan's contents.

There were no comments or questions from the Commission.

A motion was made by Brigette Roehr, seconded by Jeff Crompton, to approve M-1-25: Adoption of the Downtown Joliet Equitable Transit Oriented Development Plan. The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Jason Cox, seconded by Brigette Roehr, 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

Meeting Minutes - Final

Tuesday, December 21, 2021

6:30 PM

City Hall, Council Chambers

City Council Meeting

MAYOR BOB O'DEKIRK
MAYOR PRO-TEM COUNCILMAN LARRY E. HUG (10/1/2021 - 12/31/2021)
COUNCILMAN JOE CLEMENT
COUNCILWOMAN BETTYE GAVIN
COUNCILMAN CESAR GUERRERO
COUNCILMAN TERRY MORRIS
COUNCILMAN PAT MUDRON
COUNCILWOMAN JAN HALLUMS QUILLMAN
COUNCILWOMAN SHERRI REARDON

City Manager - James V. Capparelli,
Corporation Counsel - Sabrina Spano, City Clerk Christa M. Desiderio

As of August 30, 2021, Governor Pritzker announced a statewide indoor mask mandate for all Illinois residents, regardless of vaccination status.

In compliance with Governor Pritzker's mandate, any individual appearing in person must wear a face-covering to cover their nose and mouth.

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

INVOCATION:

Pastor Solomon Jothi, Crystal Lawns Church of the Nazarene, 2424 Caton Farm Road

PLEDGE TO THE FLAG:

ROLL CALL:

Councilwoman Gavin attended the meeting remotely.

Present: Mayor Robert O'Dekirk, Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

ALSO PRESENT: City Manager James V. Capparelli and Corporation Counsel Sabrina Spano.

MAYOR:

APPROVAL OF AGENDA:

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joseph Clement, to approve the Agenda with the following change: Remove Council Memo #559-21: Award of Contract for the Repair of the Old Joliet Prison Smokestack to Bulley & Andrews in the Amount of $248,288.00 from Consent Agenda and vote on it separately.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

CITIZENS TO BE HEARD ON AGENDA ITEMS:

Angela Ortiz spoke in opposition of Council Memo #571-21 and #572-21.

Ericka Gonzalez spoke in opposition of Council Memo #571-21 and #572-21.

Stevie Guzman - Alipio spoke in opposition of Council Memo #571-21 and #572-21.

Doug Kasper spoke in opposition of Council Memo #571-21 and #572-21.

Flex Ortiz spoke in opposition of Council Memo #571-21 and #572-21.

APPOINTMENTS:

MAYOR PRO TEM:

A motion was made by Councilman Guerrero, seconded by Councilman Hug, to appoint Councilman Morris as Mayor Pro Tem for the period January 1, 2022 through March 31, 2022.

The motion carried by the following vote:

Aye:	Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon
Abstain:	Mayor Robert O'Dekirk

COUNCIL COMMITTEE REPORTS:

Finance

Councilman Mudron gave an overview and explanation of the items discussed at the Tuesday, December 21, 2021 Finance Committee Meeting.

Link:
https://joliet.granicus.com/player/clip/4155?view_id=6&redirect=true

Public Service

Councilman Hug gave an overview and explanation of the items discussed at the Monday, December 20, 2021 Public Service Committee Meeting.

Link:
https://joliet.granicus.com/player/clip/4152?view_id=6&redirect=true

CONSENT AGENDA:

Approval of Minutes:

Pre-Council Meeting - December 6, 2021
Council Meeting - December 7, 2021
Special Council Meeting (Budget) - December 8, 2021
Special Council Meeting (Budget) - December 13, 2021

Attachments: Pre-Council Meeting - December 6, 2021.pdf
Council Meeting - December 7, 2021.pdf
Special Council Meeting (Budget) - December 8, 2021.pdf
Special Council Meeting (Budget) - December 13, 2021.pdf

Invoices Paid Report

Attachments: 2021-11 Invoices Paid
Approver Report

Position Vacancies **557-21**

Attachments: Approver Report

Award of Contract for Emergency Roof Replacement at 815 Campbell Street to Adler Roofing in the amount of $56,420.00 **558-21**

Attachments: Approver Report

Award of Contract for the Repair of the Old Joliet Prison Smokestack to Bulley & Andrews in the Amount of $248,288.00 **559-21**

Attachments: Repair of Joliet Prison Smokestack Council Package
Approver Report

A brief discussion was held regarding the smokestack.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to approve COUNCIL MEMO #559-21: Award of Contract for the Repair of the Old Joliet Prison Smokestack to Bulley & Andrews in the Amount of $248,288.00. The motion carried by the following vote:

Aye: Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Terry Morris, Councilman Pat Mudron and Councilwoman Sherri Reardon

Nay: Councilman Joe Clement, Councilman Larry E. Hug and Councilwoman Jan Quillman

Abstain: Mayor Robert O'Dekirk

Award of Contract for the Motor Fuel Purchase - 2022 - REVISED **560-21**

Attachments: Approver Report

Award of Contract for Professional Service for the Design / Permitting / Drafting for the Chicago Street (Jefferson - Webster) Water Main Improvement Project to CivilTech **561-21**

Engineering, Inc. in the amount of $38,911.99

Attachments: Approver Report

Approval of a Lease Agreement for the Public Utilities Engineering Staff Office Relocation to Bays Rialto Building, LLC in the amount of $150,000.12 **562-21**

Attachments: Approver Report

Councilman Guerrero briefly discussed Council Memo #562-21.

Change Order No. 1 for Purchase of Golf Carts for the Public Utilities Division Contract to Harris Golf Cars in the amount of $17,350.00 **563-21**

Attachments: Approver Report

Change Order No. 2 for the Summit Street (Stone Street-Bridge Street) Roadway Improvement Project - CDBG 2021 to Austin Tyler Construction in the amount of $23,294.00 and Payment Request No. 4 and Final in the amount of $58,545.31 **564-21**

Attachments: Approver Report

Change Order No. 1 for time extension on the Lead Service Line Replacement Phase 2C to Austin Tyler Construction **565-21**

Attachments: Approver Report

Change Order No. 1 for the Lead Service Replacement Phase 2 B to Stip Bros Excavating in the amount of $126,341.65 and Payment Estimate No. 7 and Final in the amount of $629,939.22 **566-21**

Attachments: Approver Report

Change Order No. 1 for the Florence Park Phase 1 B Watermain Improvements Project to Brandt Excavating in the amount of ($61,912.23) and Payment Estimate No. 5 and Final in the amount of $161,007.91 **567-21**

Attachments: Approver Report

Change Order No. 1 for the Reedwood Phase 1B Water Main Improvement Project to Brandt Excavating in the amount of ($149,993.92) and Payment Estimate No. 6 and Final in the amount of $197,176.24 **568-21**

Attachments: Approver Report

Consent Agenda Items Approved

A motion was made by Councilman Clement, seconded by Councilwoman Reardon, to approval all said Consent Agenda Items.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

LICENSES AND PERMIT APPLICATIONS:

PUBLIC HEARINGS:

Resolution Approving an Annexation Agreement for 61.45 Acres Located West of Chicago Street at Emerald Drive (A-11-21) **570-21**

Attachments: AnnxAgreeResolution - Cadence
Final Draft Annexation Agreement_Cadence
Plat of Annexation_Cadence
A-11-21_Z-5-21_Staff Report Packet
111821
Approver Report

The City Clerk advised that this is a Public Hearing so any public comments would be in order at this time.

Mayor O'Dekirk opened the Public Hearing and asked if there were any comments.

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

A motion was made by Councilman Terry Morris, seconded by Councilwoman Sherri Reardon, to adopt COUNCIL MEMO #570-21: Resolution Approving an Annexation Agreement for 61.45 Acres Located West of Chicago Street at Emerald Drive (A-11-21). (RESOLUTION NO. 7719)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

A motion was made by Councilman Larry E. Hug, seconded by Councilman Joseph Clement, to moving Council Memos #574-21 through #577-21 up on the Agenda to be voted on before the next Public Hearing.

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Resolution Approving the Annexation and Development Agreement for Approximately 2,179.296 Acres with East Gate Logistics Park Chicago, LLC for Compass Business Park (A-13-21) **571-21**

Attachments: NPaafinal
Annexation & Development Agreement - Compass 835912
A-13-21, Z-9-21, A-15-21 & Z-10-21 Annex-Dev Agree & Zonings - NorthPoint_staff report packet
Plan Commission Minutes_- 11-18-21
Annexation Plats_Page_01
Annexation Plats_Page_02
Annexation Plats_Page_03
Annexation Plats_Page_04
Annexation Plats_Page_05
Annexation Plats_Page_06
NP21annexation
NP21zoningfinal
Approver Report
Approver Report

The City Clerk open the public hearing for Council Memo #571-21 and #572-21.

Chris Regis, Inspector General, read the Public Hearing speaking rules.

Tom George, Vice President of Acquisitions - NorthPoint, highlighted changes made from last year.

Tom Osterberger, Attorney representing East Gate Logistics Park Chicago, LLC., spoke regarding traffic studies.

Julia Baum Coldwater was sworn-in and spoke in opposition of Council Memos #571-21 and #572-21.

Delilah LeGrett was sworn-in and spoke in opposition of Council Memos #571-21 and #572-21.

Stephanie Irvine was sworn-in and spoke in opposition of Council Memos #571-21 and #572-21.

Matthew Robbins was sworn-in and spoke in opposition of Council Memos #571-21 and #572-21.

Coley O'Connell was sworn-in and spoke in opposition of Council Memos #571-21 and #572-21.

Stacy Meyers spoke in opposition of Council Memos #571-21 and #572-21.

Robert Fioretti spoke in opposition of Council Memos #571-21 and #572-21.

Mike Adrieanson requested this project be tabled.

Gerald Heinrich spoke in opposition of Council Memos #571-21 and #572-21.

Michelle Peterson spoke in opposition of Council Memos #571-21 and #572-21

Dominic Orlando spoke in opposition of Council Memos #571-21 and #572-21.

Ronald Adamski spoke in opposition of Council Memos #571-21 and #572-21.

Christina Sammet spoke in opposition of Council Memos #571-21 and #572-21.

Dave Harris spoke in opposition of Council Memos #571-21 and #572-21.

Alejandro Guiterrez spoke in opposition of Council Memos #571-21 and #572-21.

Tricia Maas spoke in opposition of Council Memos #571-21 and #572-21.

Brian Podest spoke in opposition of Council Memos #571-21 and #572-21.

James Walsh spoke in opposition of Council Memos #571-21 and #572-21.

Kevin Pomaykala spoke in opposition of Council Memos #571-21 and #572-21.

Julie Friebele spoke in opposition of Council Memos #571-21 and #572-21.

Jim Baltas spoke in opposition of Council Memos #571-21 and #572-21.

Dave Harris briefly added to his comments.

Mike Diad spoke in opposition of Council Memos #571-21 and #572-21.

Councilman Morris exited the meeting at 8:48 p.m. and reentered the meeting 8:49 p.m.

Councilman Hug exited the meeting at 8:58 and reentered the meeting 8:58 p.m.

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

A motion was made by Councilman Larry E. Hug, seconded by Councilman Joseph Clement, to adopt COUNCIL MEMO #571-21: Resolution Approving the Annexation and Development Agreement for Approximately 2,179.296 Acres with East Gate Logistics Park Chicago, LLC for Compass Business Park (A-13-21). (RESOLUTION NO. 7720)

The motion carried by the following vote:

Aye:	Councilman Joe Clement, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon
Nay:	Councilwoman Bettye Gavin and Councilman Cesar Guerrero
Abstain:	Mayor Robert O'Dekirk

Resolution Approving the Annexation Agreement for 117.36 Acres with Wakal Limited Partnership (A-15-21) **572-21**

Attachments: wakalaafinal
Annexation Agreement - Wakal
Wakal Plat of Annexation
A-13-21, Z-9-21, A-15-21 & Z-10-21 Annex-Dev Agree & Zonings - NorthPoint_staff report packet
Plan Commission Minutes - 11-18-21
wakalannexation
wakalzoning
Approver Report
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joseph Clement, to adopt COUNCIL MEMO #572-21: Resolution Approving the Annexation Agreement for 117.36 Acres with Wakal Limited Partnership (A-15-21). (RESOLUTION NO. 7721)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinance Approving the Annexation of 61.45 Acres Located West of Chicago Street at Emerald Drive (A-11-21) **574-21**

Attachments: AnnexOrd - A-11-21 - Cadence
Plat of Annexation_Cadence
111821
A-11-21_Z-5-21_Staff Report Packet
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Larry E. Hug, to adopt COUNCIL MEMO #574-21: Ordinance Approving the Annexation of 61.45 Acres Located West of Chicago Street at Emerald Drive (A-11-21). (ORDINANCE NO. 18286)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Ordinance Approving the Classification of 61.45 Acres Located West of Chicago Street at Emerald Drive to I-1 (Light Industrial) Zoning (A-11-21) **575-21**

Attachments: Annx Zoning Class Ord - Cadence
Plat of Annexation_Cadence
A-11-21_Z-5-21_Staff Report Packet
111821
Approver Report

A motion was made by Councilman Joseph Clement, seconded by Councilwoman Jan Hallums Quillman, to adopt COUNCIL MEMO #575-21: Ordinance Approving the Classification of 61.45 Acres Located West of Chicago Street at Emerald Drive to I-1 (Light Industrial) Zoning (A-11-21). (ORDINANCE NO. 18287)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Ordinance Approving a Reclassification of 5.436 Acres at the West Side of Chicago Street at Emerald Drive and Marcella Avenue from B-3 (General Business) to I-1 (Light Industrial) Zoning (Z-5-21) **576-21**

Attachments: Z-5-21 - Zoning Reclassification - Cadence
111821
A-11-21_Z-5-21_Staff Report Packet
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Jan Hallums Quillman, to adopt COUNCIL MEMO #576-21: Ordinance Approving a Reclassification of 5.436 Acres at the West Side of Chicago Street at Emerald Drive and Marcella Avenue from B-3 (General Business) to I-1 (Light Industrial) Zoning (Z-5-21). (ORDINANCE NO. 18288)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Ordinance Approving a Special Use Permit to Allow Truck and Trailer Parking, Cartage, and Truck and Trailer Repair, Including Body Work and Painting (ZBA 2021-63) **577-21**

Attachments: Special Use Permit Ordinance_West of Chicago Street at Emerald Drive
111821 Minutes
ZBA 2021-63 (Chicago Street and Emerald Drive)_staff report packet
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #577-21: Ordinance Approving a Special Use Permit to Allow Truck and Trailer Parking, Cartage, and Truck and Trailer Repair, Including Body Work and Painting (ZBA 2021-63). (ORDINANCE NO. 18289)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Ordinance Approving the Annexation of Certain Contiguous Parcels Subject to Annexation and Development Agreement with East Gate Logistics Park Chicago, LLC for Compass Business Park (A-13-21) **578-21**

Attachments: A-13-21, Z-9-21, A-15-21 & Z-10-21 Annex-Dev Agree & Zonings - NorthPoint_staff report packet
Annexation Plats_Page_01
Annexation Plats_Page_02
Annexation Plats_Page_03
annexation Plats_Page_04
Annexation Plats_Page_05
annexation Plats_Page_06
NP21annexation
NP21zoningfinal
NPaafinal
Plan Commission Minutes - 11-18-21
Approver Report

A motion was made by Councilman Terry Morris, seconded by Councilman Larry E. Hug, to adopt COUNCIL MEMO #578-21: Ordinance Approving the Annexation of Certain Contiguous Parcels Subject to Annexation and Development Agreement with East Gate Logistics Park Chicago, LLC for Compass Business Park (A-13-21). (ORDINANCE NO. 18290)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Nay: Councilwoman Bettye Gavin and Councilman Cesar Guerrero

Abstain: Mayor Robert O'Dekirk

Ordinance Approving and Affirming the Zoning Classification to I-1 Light Industrial Zoning of all Property Subject to the Annexation and Development Agreement with East Gate Logistics Park Chicago, LLC for Compass Business Park within the Municipal Boundaries of Joliet (Z-9-21) **579-21**

Attachments: A-13-21, Z-9-21, A-15-21 & Z-10-21 Annex-Dev Agree & Zonings - NorthPoint_staff report packet
Annexation Plats_Page_01
Annexation Plats_Page_02
Annexation Plats_Page_03
annexation Plats_Page_04
Annexation Plats_Page_05
annexation Plats_Page_06
NP21annexation
NP21zoningfinal
NPaafinal
Plan Commission Minutes - 11-18-21
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joseph Clement, to adopt COUNCIL MEMO #579-21: Ordinance Approving and Affirming the Zoning Classification to I-1 Light Industrial Zoning of all Property Subject to the Annexation and Development Agreement with East Gate Logistics Park Chicago, LLC for Compass Business Park within the Municipal Boundaries of Joliet (Z-9-21). (ORDINANCE NO. 18291)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Nay: Councilwoman Bettye Gavin and Councilman Cesar Guerrero

Abstain: Mayor Robert O'Dekirk

Ordinance Approving the Annexation of 117.36 Acres Subject to an Annexation Agreement with Wakal Limited Partnership (A-15-21) **580-21**

Attachments: A-13-21, Z-9-21, A-15-21 & Z-10-21 Annex-Dev Agree & Zonings - NorthPoint_staff report packet
Plan Commission Minutes - 11-18-21
Wakal Plat of Annexation
wakalaafinal
wakalannexation
wakalzoning
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to adopt COUNCIL MEMO #580-21: Ordinance

Approving the Annexation of 117.36 Acres Subject to an Annexation Agreement with Wakal Limited Partnership (A-15-21). (ORDINANCE NO. 18292)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Ordinance Approving a Zoning Classification of 117.36 Acres to I-1 Light Industrial Zoning (Z-10-21) **581-21**

Attachments: A-13-21, Z-9-21, A-15-21 & Z-10-21 Annex-Dev Agree & Zonings - NorthPoint_staff report packet
Plan Commission Minutes - 11-18-21
Wakal Plat of Annexation
wakalaafinal
wakalannexation
wakalzoning
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to adopt COUNCIL MEMO #581-21: Ordinance Approving a Zoning Classification of 117.36 Acres to I-1 Light Industrial Zoning (Z-10-21). (ORDINANCE NO. 18293)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

RESOLUTIONS:

Resolution Approving a Cable Television Franchise Agreement between the City of Joliet and Comcast **583-21**

Attachments: Resolution
Comcast Franchise 9-5-21.pdf
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joseph Clement, to adopt COUNCIL MEMO #583-21: Resolution

Approving a Cable Television Franchise Agreement between the City of Joliet and Comcast. (RESOLUTION NO. 7722)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Resolution Approving an Amendment to the Economic Incentive Agreement with CarMax Auto Superstores, Inc. **584-21**

Attachments: Resolution
EXHIBIT A -AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT
EXHIBIT B -ECONOMIC INCENTIVE AGREEMENT WITH CARMAX AUTO SUPERSTORES, INC
Approver Report

Mayor O'Dekirk expressed his approval of development beginning at this location.

A motion was made by Councilman Larry E. Hug, seconded by Councilman Joseph Clement, to adopt COUNCIL MEMO #584-21: Resolution Approving an Amendment to the Economic Incentive Agreement with CarMax Auto Superstores, Inc.. (RESOLUTION NO. 7723)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Resolution Authorizing the City Manager to Enter into a Para Transit Local Share Agreement with Pace and to Apply for Grant Funds Available Under Title XX of the Social Security Act **585-21**

Attachments: Resolution
City of Joliet Local Share PACE 2022
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to adopt COUNCIL MEMO #585-21: Resolution

Authorizing the City Manager to Enter into a Para Transit Local Share Agreement with Pace and to Apply for Grant Funds Available Under Title XX of the Social Security Act. (RESOLUTION NO. 7724)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

Resolution Authorizing Approval and Execution of An Employment Agreement for the Position of City Manager with James V. Capparelli **586-21**

Attachments: Resolution
Revised Capparelli Employment Agreement 12-17-2021.pdf
Approver Report

A motion was made by Councilman Joseph Clement, seconded by Councilman Terry Morris, to adopt COUNCIL MEMO #586-21: Resolution Authorizing Approval and Execution of An Employment Agreement for the Position of City Manager with James V. Capparelli. (RESOLUTION NO. 7725)

The motion carried by the following vote:

Aye: Councilman Joe Clement, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron and Councilwoman Jan Quillman

Nay: Councilwoman Bettye Gavin and Councilwoman Sherri Reardon

Abstain: Mayor Robert O'Dekirk

CITY MANAGER:

The City Manager thanked the Council for approving his contract.

NEW BUSINESS (Not for Final Action or Recommendation):

Councilman Hug requested a memo be placed on the January 4, 2022 Council Agenda rescinding a contract for services with Plainfield Community Consolidated Schools.

Councilwoman Gavin spoke regarding a project presented by the VOA for the Hope Manor Property located on the old Silver Cross Property. She requested the VOA come before the Council to discuss this project. She also requested that the streetlights be inspected along Woodruff Road.

A brief discussion was held regarding the VOA project coming before the Plan Commission.

PUBLIC COMMENTS:

Robin Anderson spoke regarding the death of her daughter Ravin Littlejohn.

Doris Jones spoke regarding the death of Ravin Littlejohn.

Lisa Walters spoke regarding the death of Anthony Dunn.

Minnie Walters Heath spoke regarding the death of her son Anthony Dunn.

MAYOR AND COUNCIL COMMENTS:

Councilman Clement wished everyone a Merry Christmas.

Councilwoman Gavin thanked everyone for their well wishes and wished everyone Happy Holidays.

Councilman Hug wished everyone a Merry Christmas and Happy New Year.

Councilman Morris wished everyone a Merry Christmas.

Councilman Mudron wished everyone a Merry Christmas and Happy New Year and highlighted the Santa Send-Off Parade.

Councilwoman Quillman highlighted the Santa Send-Off Parade and wished everyone a Merry Christmas and Happy New Year.

Councilwoman Reardon highlighted the American Legion Band Sounds of Christmas at the Rialto Square Theatre.

Mayor O'Dekirk highlighted a ribbon cutting at the Nail Academy, Santa Send-Off Parade, and Lion Electric walk through of their facility. He wished everyone a Merry Christmas and Happy New Year.

ADJOURNMENT:

A motion was made by Councilman Larry E. Hug, seconded by Councilman Joseph Clement, to adjourn.

The motion carried by the following vote:

Aye:	Councilman Joe Clement, Councilwoman Bettye Gavin, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Terry Morris, Councilman Pat Mudron, Councilwoman Jan Quillman and Councilwoman Sherri Reardon
Abstain:	Mayor Robert O'Dekirk

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Final

Tuesday, November 7, 2023

6:30 PM

City Hall, Council Chambers

City Council Meeting

MAYOR TERRY D'ARCY
MAYOR PRO-TEM COUNCILWOMAN SUZANNA IBARRA (10/1/2023 - 12/31/2023)
COUNCILMAN CESAR CARDENAS
COUNCILMAN JOE CLEMENT
COUNCILMAN CESAR GUERRERO
COUNCILMAN LARRY E. HUG
COUNCILMAN PAT MUDRON
COUNCILWOMAN JAN HALLUMS QUILLMAN
COUNCILWOMAN SHERRI REARDON

Interim City Manager - Rod Tonelli
Interim Corporation Counsel Chris Regis, City Clerk Christa M. Desiderio

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

INVOCATION:

Pastor Johannes Poetschner, Westminster Presbyterian Church, 1015 Winthrop Avenue

PLEDGE TO THE FLAG:

ROLL CALL:

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

ALSO PRESENT: Interim City Manager Rod Tonelli and Assistant Corporation Counsel Todd Lenzie.

MAYOR:

Proclamation Proclaiming March 22nd as Sator Sierra "Sandy" Sanchez Day

Attachments: Sator Sanchez_11.07.23

Mayor D'Arcy gave an introduction for this Proclamation.

Councilman Guerrero read a Proclamation issued by Mayor D'Arcy proclaiming March 22 as Sator Sierra "Sandy" Sanchez Day.

Mr. Bellman thanked all those involved in making this Proclamation possible.

Amy Sanchez thanked everyone on behalf of her family for making this Proclamation possible.

Proclamation Recognizing and Honoring the St. Paul's the Apostle Catholic School of Joliet 5th Grade Girls' Volleyball Team Tri-County Catholic Conference Championship

Attachments: Proclamation - St. Paul's 5th Grade Volleyball Team.pdf
Approver Report

Councilman Clement read a Proclamation Recognizing and Honoring the St. Paul's the Apostle Catholic School of Joliet 5th Grade Girls' Volleyball Team Tri-County Catholic Conference Championship.

Coach Karen Paul thanked the Mayor and Council for their recognition.

APPROVAL OF AGENDA:

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Guerrero, 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 Cesar Guerrero, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

CITIZENS TO BE HEARD ON AGENDA ITEMS:

Jim Lanham spoke in favor of Slammers and in opposition of proposed liquor store - Council Memo #565-23 Resolution to Deny Issuance of Class "C" Liquor License at 412-422 S. Chicago Street - Osho's Wine & Spirits.

Trista Graves Brown thanked Chief Evans, and Deputy Chief Matlock for the recent arrest in the murder of a young man in the vicinity of the proposed liquor store and spoke in opposition of same said liquor store.

Rev. Larry Ellis of St. Mark's Church spoke in opposition of the proposed liquor store.

Luther Johnson, owner of History on Wheels, informed the Council he was available for any questions on Council Memo #585-23: Resolution Authorizing the Execution of a Lease with History on Wheels for the Lots at 575 E. Jackson Street.

Janet Diaz spoke in opposition of the proposed liquor store.

Jaron Nabors spoke in opposition of the proposed liquor store.

APPOINTMENTS:

COUNCIL COMMITTEE REPORTS:

Economic Development

Councilman Hug gave an overview and explanation of the items discussed at the Monday, October 30, 2023 Economic Development Committee Meeting.

A brief discussion was held regarding access to condominiums and businesses along Chicago Street during all the construction and signage control for pedestrians and traffic.

Link:
https://joliet.granicus.com/player/clip/5111?view_id=6&redirect=true&h=64a87d6e20c86d2228d762c0332c3afd

Diversity & Community Relations

Councilman Guerrero gave an overview and explanation of the items discussed at the

Tuesday, November 7, 2023 Diversity & Community Relations Committee Meeting.

Councilman Clement briefly spoke regarding allocation of CDBG funding for sidewalk repair/replacement.

Link; https://joliet.granicus.com/player/clip/5130?
view_id=6&redirect=true&h=386ae98af138673b68a45a455373e6f0

Public Safety

Councilwoman Quillman gave an overview and explanation of the items discussed at the Tuesday, November 7, 2023 Public Safety Committee Meeting.

Chief of Police Bill Evans briefly spoke regarding Council Memo #571-23: Ordinance Authorizing the Execution of an Intergovernmental Agreement for the Tri-County Auto Theft Task Force.

Link:
https://joliet.granicus.com/player/clip/5131?
view_id=6&redirect=true&h=2294f0dcbcf9878c36fd99cdff6cd780

Public Service

Councilman Hug gave an overview and explanation of the items discussed at the Monday, November 6, 2023 Public Service Committee Meeting.

Link:
https://joliet.granicus.com/player/clip/5115?
view_id=6&redirect=true&h=dbcce94e8bd6a0924302d6e8267f7734

Stadium

Councilwoman Ibarra gave an overview and explanation of the items discussed at the Monday, November 6, 2023 Stadium Committee Meeting.

Link:
https://joliet.granicus.com/player/clip/5124?
view_id=6&redirect=true&h=ae7f48a1e42c4ddf2b87496adebb0aa2

CLOSED SESSION:

A motion was made by Councilwoman Ibarra, seconded by Councilwoman Hallums Quillman, to enter into closed session to discuss personnel.

The motion carried by the following vote:

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

The City Clerk stated the meeting was reconvened at 7:33 p.m. with the Mayor and all Council Members present.

CONSENT AGENDA:

Approval of Minutes:

Pre-Council Meeting - October 16, 2023
Council Meeting - October 17, 2023
Special Council Meeting - October 30, 2023

Attachments: Pre-Council Meeting Minutes - October 16, 2023.pdf
Council Meeting Minutes - October 17, 2023.pdf
Special Council Meeting Minutes - October 30, 2023.pdf
Approver Report

Invoices to be Paid

Attachments: Invoices to be Paid 11.07.23
Approver Report

Award of Contract for the Lead and Asbestos Removal at the Victory Center Gymnasium, 25 N Broadway St., Joliet, IL 60432 to Universal Asbestos Removal Inc. in an amount not to exceed of $315,840.00 **554-23**

Attachments: Approver Report

Change Order No. 1 for the Caton Farm Road Water Main Improvements to PT Ferro Construction Co. in the amount of $489,620.00 **555-23**

Attachments: Approver Report

Change Order No. 1 for the 2023 Pavement Marking Program - MFT Sect. No. 23-00558-00-ST to Superior Road Striping in the amount of $7,570.15 and Payment Request No. 3 and Final in the amount of $49,160.18 **556-23**

Attachments: Approver Report

Change Order No. 1 for the Olympic Boulevard Improvements - MFT Section No. 21-00544-00-PV to D Construction Inc. in the amount of $887,079.44 **557-23**

Attachments: Approver Report

Change Order No. 2 for the 2023 Sidewalk / Curb Replacement Project Contract A to Davis Construction Co. in the amount of $14,316.60 **558-23**

Attachments: Approver Report

Change Order No. 4 for the Sidewalk Vault Improvements - 16 W Van Buren & 79 N. Chicago to Lindblad Construction in the amount of $113,718.50 **559-23**

Attachments: Approver Report

Consent Agenda Items Approved

A motion was made by Councilman Guerrero, seconded by Councilwoman Reardon, 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 Cesar Guerrero, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilman Pat Mudron, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

AGENDA ITEM:

Award of Contract to AVDG for City Council Chambers Audio/Visual Upgrade Project in the Amount of $304,158.28 (To Be Tabled) **561-23**

Attachments: AVDG - Contract Documents
AVDG - Quote
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilwoman Jan Hallums Quillman, to table COUNCIL MEMO #561-23: Award of Contract to AVDG for City Council Chambers Audio/Visual Upgrade Project in the Amount of $304,158.28 to the November 21, 2023 Council Meeting.

The motion carried by the following vote:

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

COUNCIL MEMO #561-23: was tabled to the November 21, 2023 Council Meeting.

Approval of the Sale of Greater than 50% of the Joliet Community Baseball and Entertainment LLC (Slammers) **562-23**

Attachments: slammerslease2022.docx
City Letter
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Sherri Reardon, to approve COUNCIL MEMO #562-23: Approval of the Sale of Greater than 50% of the Joliet Community Baseball and Entertainment LLC (Slammers).

The motion carried by the following vote:

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

LICENSES AND PERMIT APPLICATIONS:

Issuance of Class "D" Liquor License at 3231 Norman Avenue - Best Western Plus **564-23**

Attachments: BEST WESTERN PLUS - 3231 NORMAN AVENUE - LIQUOR HEARING FINDINGS REPORT
Approver Report

A motion was made by Councilman Joe Clement, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #564-23: Issuance of Class "D" Liquor License at 3231 Norman Avenue - Best Western Plus.

The motion carried by the following vote:

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

Resolution to Deny Issuance of Class "C" Liquor License at 412-422 S. Chicago Street - Osho's Wine & Spirits **565-23**

Attachments: OSHO'S WINE & SPIRITS - 412-422 S. CHICAGO STREET - RESOLUTION TO DENY
OSHO'S WINE & SPIRITS - 412-422 S. CHICAGO STREET - ORDER
OSHO'S WINE & SPIRITS - 412-422 S. CHICAGO STREET - LIQUOR HEARING FINDINGS REPORT
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Jan Hallums Quillman, to approve COUNCIL MEMO #565-23: Resolution to Deny Issuance of Class “C” Liquor License at 412-422 S. Chicago Street - Osho’s Wine & Spirits. (RESOLUTION NO. 7933)

The motion carried by the following vote:

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

Council Memo #565-23: Resolution to DENY Issuance of Class "C" Liquor License at 412-422 S. Chicago Street - Osho's Wine & Spirits was approved; therefore, a liquor license was not issued for this location.

PUBLIC HEARINGS:

Public Hearing for a Resolution Approving a First Amendment to the All In Campus, LLC Annexation Agreement **567-23**

Attachments: AnnxAgreeAmend Resolution - All In Campus
First Amendment Annexation Agreement All In Campus
Site Improvement Plans
Resolution 7719 All In Campus Annexation Agreement
Approver Report

The City Clerk advised that this is a Public Hearing so any public comments would be in order at this time.

Kathleen West, Attorney for Petitioner, informed the Council she was available for any questions.

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

A motion was made by Councilman Larry E. Hug, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #567-23: Public Hearing for a Resolution Approving a First Amendment to the All In Campus, LLC Annexation Agreement. (RESOLUTION NO. 7934)

The motion carried by the following vote:

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

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinance Approving an Amendment to Intergovernmental Cooperative Planning and Boundary Agreement between the Village of Plainfield and the City of Joliet **569-23**

Attachments: Ordinance 2023 - Joliet-Plainfield
Amended Plainfield Boundary Agreement - 2024
Proposed Plainfield Boundary Agreement - Exhibit A to Agreement
Legal Notice - City Council
Land Use Minutes
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilman Cesar Cardenas, to adopt COUNCIL MEMO #569-23: Ordinance Approving an Amendment to Intergovernmental Cooperative Planning and Boundary Agreement between the Village of Plainfield and the City of Joliet. (ORDINANCE NO. 18559)

The motion carried by the following vote:

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

Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023, in and for the 1996 Joliet Special Service Area Number Fourteen (Joliet City Center) **570-23**

Attachments: 2023 City Center SSA
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #570-23: Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023, in and for the 1996 Joliet Special Service Area Number Fourteen (Joliet City Center). (ORDINANCE NO. 18560)

The motion carried by the following vote:

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

Ordinance Authorizing the Execution of an Intergovernmental Agreement for the Tri-County Auto Theft Task Force. **571-23**

Attachments: Ordinance - Tri County Auto Task Force
2023 MOU
Approver Report

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #571-23: Ordinance Authorizing the Execution of an Intergovernmental Agreement for the Tri-County Auto Theft Task Force. (ORDINANCE NO. 18561)

The motion carried by the following vote:

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

Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023, in and for the 2009 Joliet Special Service Area Number Seven (Park Hill Subdivision). **572-23**

Attachments: 2023 Park Hill SSA Ordinance
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #572-23: Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023, in and for the 2009 Joliet Special Service Area Number Seven (Park Hill Subdivision). (ORDINANCE NO. 18562)

The motion carried by the following vote:

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

Ordinance Abating the Taxes Heretofore Levied for the Year 2023 to Pay Debt Service on $3,665,000 General Obligation **573-23**

Bonds, Series 2020A, and $6,535,000 General Obligation Bonds, Series 2020B, and $93,595,000 General Obligation Bonds Series 2022 of the City of Joliet, Will and Kendall Counties, Illinois of the City of Joliet, Will and Kendall Counties, Illinois.

Attachments: 2023 Tax Abatement Ordinance
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #573-23: Ordinance Abating the Taxes Heretofore Levied for the Year 2023 to Pay Debt Service on $3,665,000 General Obligation Bonds, Series 2020A, and $6,535,000 General Obligation Bonds, Series 2020B, and $93,595,000 General Obligation Bonds Series 2022 of the City of Joliet, Will and Kendall Counties, Illinois of the City of Joliet, Will and Kendall Counties, Illinois. (ORDINANCE NO. 18563)

The motion carried by the following vote:

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

Ordinances and Resolution Associated with the Planned Unit Development of Rock Run Collection Subdivision. **574-23**

Ordinance Approving a Preliminary Planned Unit Development of Rock Run Collection Subdivision. (PUD-7-23)

Ordinance Approving a Final Planned Unit Development of Rock Run Collection Subdivision. (PUD-8-23)

Resolution Approving an Amendment to a Development Agreement for Planned Unit Development of Rock Run Collection Subdivision. (M-1-23)

Attachments: 2023-09-12 PRELIM PUD
Ordinance - Final PUD Plat - RRC
RRC PUD GUIDELINES
DEVELOPMENT AGREEEMENT FOR ROCK RUN CROSSINGS SUBDIVISION_2021
PUD-7-23_PUD8-23_M-1-23_Staff Report Packet (RRC PUD)
Plan Commission Minutes_09.21.2023
Approver Report
Ordinance - Preliminary PUD RRC
2023-09-12 FINAL PUD
M-1-23 Rock Run Collection Subdivision - Amended Development Agreement Resolution
RRC Devlelopment Agreement - Amendment No 1_Cullinan.signature

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to adopt COUNCIL MEMO #574-23: Ordinances and Resolution Associated with the Planned Unit Development of Rock Run Collection Subdivision.

Ordinance Approving a Preliminary Planned Unit Development of Rock Run Collection Subdivision. (PUD-7-23)
(ORDINANCE NO. 18564)

Ordinance Approving a Final Planned Unit Development of Rock Run Collection Subdivision. (PUD-8-23)
(ORDINANCE NO. 18565)

Resolution Approving an Amendment to a Development Agreement for Planned Unit Development of Rock Run Collection Subdivision. (M-1-23)
(RESOLUTION NO. 7935)

The motion carried by the following vote:

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

Nay: Councilwoman Jan Hallums Quillman

Ordinance Creating Chapter 21, Article I, Section 21-2.1 of the City of Joliet Code of Ordinances (Creating Prohibition on Fighting) **575-23**

Attachments: Ordinance.docx
Approver Report

A motion was made by Councilman Joe Clement, seconded by Councilman Cesar Cardenas, to adopt COUNCIL MEMO #575-23: Ordinance Creating Chapter 21, Article I, Section 21-2.1 of the City of Joliet Code of Ordinances (Creating Prohibition on Fighting). (ORDINANCE NO. 18566)

The motion carried by the following vote:

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

Ordinance Amending Chapter 19, Article IV, Section 19-266, Offenses Subjecting a Vehicle to Impoundment Ordinance of the City of Joliet Code of Ordinances (Adding Authority to Tow Vehicles for No Insurance) **576-23**

Attachments: Ordinance.docx
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #576-23: Ordinance Amending Chapter 19, Article IV, Section 19-266, Offenses Subjecting a Vehicle to Impoundment Ordinance of the City of Joliet Code of Ordinances (Adding Authority to Tow Vehicles for No Insurance). (ORDINANCE NO. 18567)

The motion carried by the following vote:

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

Ordinance Amending the 2023 Annual Budget for the City Council Chambers Upgrade Project (To Be Tabled) **577-23**

Attachments: Ordinance.pdf
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Jan Hallums Quillman, to table COUNCIL MEMO #577-23: Ordinance Amending the 2023 Annual Budget for the City Council Chambers Upgrade Project to the November 21, 2023 Council Meeting.

The motion carried by the following vote:

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

COUNCIL MEMO #577-23: was tabled to the November 21, 2023 Council Meeting.

Ordinance Amending (#1) Development Agreement for Klines Building at 179 N. Chicago Street and 2-24 W. Cass Street **578-23**

Attachments: Klines Bldg - Ordinance to Amend Dev Agree - Kline Bldg - 230918
First Amended Development Agreement - Kline Bldg 2022
Approver Report

A motion was made by Councilman Joe Clement, seconded by Councilwoman Jan Hallums Quillman, to adopt COUNCIL MEMO #578-23: Ordinance Amending (#1) Development Agreement for Klines Building at 179 N. Chicago Street and 2-24 W. Cass Street. (ORDINANCE NO. 18568)

The motion carried by the following vote:

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

Ordinance Establishing Business Interruption Program in Collaboration with the City Center Partnership **579-23**

Attachments: Ordinance to Establish BIAP- 231002
Business Interruption Assistance Program - Final from CCP
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Sherri Reardon, to adopt COUNCIL MEMO #579-23: Ordinance Establishing Business Interruption Program in Collaboration with the City Center Partnership. (ORDINANCE NO. 18569)

The motion carried by the following vote:

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

Ordinance Authorizing Execution of an Employment Agreement with Helen Elizabeth Beatty **580-23**

Attachments: Ordinance.docx
Beatty Helen Elizabeth CM Contract 2023.docx
Approver Report

Councilman Hug briefly discussed Beth Beatty's qualifications.

Mayor D'Arcy announced Ms. Beatty's start date will be December 11, 2023 as City Manager.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Suzanna Ibarra, to adopt COUNCIL MEMO #580-23: Ordinance Authorizing Execution of an Employment Agreement with Helen Elizabeth Beatty. (ORDINANCE NO. 18570)

The motion carried by the following vote:

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

RESOLUTIONS:

Supplemental Resolution Appropriating Motor Fuel Tax Funds for the 2023 Pavement Marking Program - MFT Sect. No. 23-00558-00-ST **582-23**

Attachments: Resolution
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #582-23: Supplemental Resolution Appropriating Motor Fuel Tax Funds for the 2023 Pavement Marking Program - MFT Sect. No. 23-00558-00-ST. (RESOLUTION NO. 7936)

The motion carried by the following vote:

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

Resolution Approving a Grant to the Will County Metropolitan Exposition and Auditorium Authority (Rialto Square Theatre) **583-23**

Attachments: Resolution
Rialto Grant Agreement
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Jan Hallums Quillman, to adopt COUNCIL MEMO #583-23: Resolution Approving a Grant to the Will County Metropolitan Exposition and Auditorium Authority (Rialto Square Theatre). (RESOLUTION NO. 7937)

The motion carried by the following vote:

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

Resolution Terminating a Lease Agreement with the Will County Historical Society for the Lots at 575 E. Jackson Street **584-23**

Attachments: LEASE_AGREEMENT_WITH_THE_WILL_COUNTY_HISTORICAL_SOCIETY (1).pdf
Casseday House Locator Map and Site Plan.pdf
Resolution
Approver Report

A lengthy discussion was held regarding the costs and raising funds to renovate and operate the Casseday House.

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Larry E. Hug, to table COUNCIL MEMO #584-23: Resolution Terminating a Lease Agreement with the Will County Historical Society for the Lots at 575 E. Jackson Street to the November 21, 2023 Council Meeting.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Pat Mudron and Councilwoman Sherri Reardon

Nay: Councilwoman Jan Hallums Quillman and Councilwoman Suzanna Ibarra

Council Memo #584-23 was tabled to the November 21, 2023 Council Meeting.

Resolution Authorizing the Execution of a Lease with History on Wheels for the Lots at 575 E. Jackson Street **585-23**

Attachments: Resolution
History on Wheels - Information Sheet.docx
Casseday House Locator Map and Site Plan.pdf
Lease.docx
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Larry E. Hug, to table COUNCIL MEMO #585-23: Resolution Authorizing the Execution of a Lease with History on Wheels for the Lots at 575 E. Jackson Street to the November 21, 2023 Council Meeting.

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Cesar Guerrero, Councilman Larry E. Hug, Councilman Pat Mudron and Councilwoman Sherri Reardon

Nay: Councilwoman Suzanna Ibarra and Councilwoman Jan Hallums Quillman

Council Memo #585-23 was tabled to the November 21, 2023 Council Meeting.

Resolution Authorizing Execution of a Lease Agreement of Union Station at 50 E. Jefferson Street with JBM Golf Properties, LLC **586-23**

Attachments: Resolution - Union Station Lease with JBM GOLF PROPERTIES
Union Station Lease with Mistwood - Ok by DBradley 230907
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilwoman Suzanna Ibarra, to adopt COUNCIL MEMO #586-23: Resolution Authorizing Execution of a Lease Agreement of Union Station at 50 E. Jefferson Street with JBM Golf Properties, LLC. (RESOLUTION NO. 7938)

The motion carried by the following vote:

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

Resolution Approving and Authorizing Execution of an Extension of a Predevelopment Loan Agreement with Riverwalk Homes, LLC for an Amount Not to Exceed $2,000,000 For a Period of 24 Months at a Rate of 6.00% **587-23**

Attachments: Approver Report
Resolution
First Amendment.docx

A motion was made by Councilman Cesar Guerrero, seconded by Councilman Pat Mudron, to adopt COUNCIL MEMO #587-23: Resolution Approving and Authorizing Execution of an Extension of a Predevelopment Loan Agreement with Riverwalk Homes, LLC for an Amount Not to Exceed $2,000,000 For a Period of 24 Months at a Rate of 6.00%. (RESOLUTION NO. 7939)

The motion carried by the following vote:

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

Nay: Councilman Larry E. Hug

Abstain: Councilwoman Suzanna Ibarra

Resolution Authorizing Execution of a Cost Sharing Agreement with Centerpoint for Pace Bus Route 511 **588-23**

Attachments: Resolution - Pace Bus Rt 511 Service
Pace Route 511 - Service Agreement
Approver Report

A brief discussion was held regarding the number of riders to this area.

A motion was made by Councilman Pat Mudron, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #588-23: Resolution Authorizing Execution of a Cost Sharing Agreement with Centerpoint for Pace Bus Route 511. (RESOLUTION NO. 7940)

The motion carried by the following vote:

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

CITY MANAGER:

The City Manager briefly discussed the Senior and Disabled Resident Snow Removal Program.

PUBLIC COMMENTS:

Jim Lanham spoke regarding the release of Inspector General reports concerning him, accommodations for police officers that have gone above and beyond the call of duty, and the

Joliet Township asylum seeking grant.

Mr. Patel spoke concerning Council Memo #565-23 Resolution to Deny Issuance of Class "C" Liquor License at 412-422 S. Chicago Street - Osho's Wine & Spirits.

Pragnaben S. Soni, owner of 412-422 S. Chicago Street, spoke regarding the denied liquor license.

Andrea Miller, Pat Meade, Robin Richards, and Beth Corsetti spoke regarding the staff shortage at Ascension St. Joseph Hospital.

Larry Crawford spoke regarding the trucks on I-80 and effects on the environment and the rock quarry on Richards Street coming before Will County Land Use. He spoke in favor of the proposed museum in the Casseday House.

Bob Cobb spoke in support of the nurses at St. Joseph Hospital.

MAYOR AND COUNCIL COMMENTS:

Councilman Cardenas highlighted various Veteran's Day events.

Councilman Clement and Greg Ruddy, Director of Public Works, briefly discussed the City's readiness for snow removal.

Councilman Guerrero highlighted the Sator Sanchez event on Veteran's Day, 15 year anniversary of Atotonilco restaurant and expressed his support of St. Joseph Hospital nurses.

Councilman Hug spoke regarding the passing of an individual in a vehicle in the parking lot of the Tony's Fresh Market on Jefferson Street.

Councilwoman Ibarra highlighted the Principal of the Day event at District 86 principle for the day, St. Pat's neighborhood meeting, support of St. Joseph Hospital nurses, and wished two of her friends a happy birthday.

Councilman Mudron highlighted a Proclamation issued by Mayor D'Arcy he presented for the 25 year anniversary for Lively Hope Church of God in Christ and the Hyundai dealership ribbon cutting.

Councilwoman Quillman thanked Police Chief Evans for stepping in to attempt to deescalate a situation, expressed her support of the St. Joseph Hospital nurses, and wished all veterans a happy Veteran's Day.

Councilwoman Reardon spoke regarding ThriveWorks, a free mental health service.

Mayor D'Arcy thanked all service men and women currently serving and veterans for their service. He highlighted the Principle of the Day event, a trip to Washington D.C. to discussed trucks and possible hydrogen powered vehicle investment, under age vape shop offenders, 1.3 billion IDOT work on I-80, and check presentation for continuum of care to help end

homeliness.

ADJOURNMENT:

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

The motion carried by the following vote:

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

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Final

Tuesday, January 16, 2024

6:30 PM

City Hall, Council Chambers

City Council Meeting

MAYOR TERRY D'ARCY
MAYOR PRO- TEM COUNCILMAN PAT MUDRON(1/1/2024 - 3/31/2024)
COUNCILMAN CESAR CARDENAS
COUNCILMAN JOE CLEMENT
COUNCILMAN CESAR GUERRERO
COUNCILMAN LARRY E. HUG
COUNCILWOMAN SUZANNA IBARRA
COUNCILWOMAN JAN HALLUMS QUILLMAN
COUNCILWOMAN SHERRI REARDON

City Manager - Beth Beatty
Interim Corporation Counsel Christopher Regis, City Clerk Christa M. Desiderio

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

INVOCATION:

Pastor Jacob Garcia, Crossroads Christian Church, 2312 Essington Road, Joliet

PLEDGE TO THE FLAG:

ROLL CALL:

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

Absent: Councilman Pat Mudron

ALSO PRESENT: City Manager Beth Beatty and Interim Corporation Counsel Chris Regis.

MAYOR:

APPROVAL OF AGENDA:

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Jan Hallums Quillman, to approve as written.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

CITIZENS TO BE HEARD ON AGENDA ITEMS:

Aleta Finney Pavnica spoke regarding Council Memo #48-24: Resolution Approving PY2023 Community Development Block Grant with Spanish Community Center, NFP and Council Memo #49-24: Resolution Approving PY2020 Community Development Block Grant Subrecipient Agreement with Spanish Community Center.

Donna Ardaugh, property owner, and Matthew Grusecki, President with Northern Builders, spoke regarding Council Memo #42-24: Ordinances Associated with the Cherry Hill Business Park West Unit 6 Subdivision, Phase 2.

John Philipchuck, Attorney on behalf of All In Campus LLC, spoke regarding Council Memo #46-24: Ordinance Approving a Re-Approval of a Preliminary Plat of Cadence Crossings Subdivision for an Additional Three Years (P-11-23).

Amy Sanchez spoke in favor of Council Memos #48-24 and #49-24.

Chris Spesia, Attorney on behalf of CenterPoint, spoke regarding Council Memo #36-24:

Ordinances Associated with CenterPoint Intermodal Center at Joliet Phase 26 Subdivision, Council Memo #37-24: Ordinances Associated with CenterPoint Intermodal Center at Joliet Phase 27 Subdivision, and Council Memo #38-24: Ordinance Approving the Reclassification of 4001 Brandon Road from I-TC (Intermodal Terminal - Industrial Park) to I-TB (Intermodal Terminal - Transportation Equipment) Zoning (Z-5-23).

Delilah LeGret, Jackson Township Assessor, spoke regarding development on the south side of the City in Jackson Township and spoke in opposition of Council Memo #41-24: Ordinances Associated with the Annexation of 19940 W. Noel Road, 19922 W. Noel Road, and 19808 W. Noel Road and Development of the South Chicago Logistics Subdivision.

Ken Nyenhuis, with Northern Builders, spoke regarding Council Memo #42-24.

Tanya Arias, Board President of the Collins Street Neighborhood Council, spoke in favor of Council Memos #48-24 and #49-24.

Matt Robbins, Supervisor of Jackson Township, spoke in opposition of Council Memo #41-24.

Matthew Holmes, Attorney on behalf of Northern Builders, spoke regarding of Council Memo #42-24.

Samantha Martinez, Spanish Community Center Board Member, spoke in favor of Council Memo #48-24 and #49-24.

Margie Cepon spoke regarding truck access in and out of the NorthPoint property.

Yenny Munoz-Swaninger spoke in favor of Council Memo #48-24 and #49-24.

Diana Viverios, Program Manager for the Joliet Latino Economic Development Associations, spoke in favor of Council Memo #39-24 Ordinance Approving a Special Use Permit to Allow an Auto Body Repair Shop, Located at 115 E. Clinton Street (ZBA 2023-73).

Kathy Garthus spoke in opposition of Council Memo #41-24 and truck traffic.

Anna Ocampa-Castillo spoke in favor of Council Memos #48-24 and #49-24.

Larry Crawford spoke regarding the alternative water project, Riverwalk Homes unit reduction, and affordable housing.

Boise Walker spoke in opposition of Council Memo #40-24: Ordinances for Vacation of Easements Associated with the Development of the South Chicago Logistics Subdivision and Resolution Approving an Annexation Agreement for 19940 W. Noel Road, 19922 W. Noel Road, and 19808 W. Noel Road.

Betsy Satcher spoke in opposition of Council Memo #41-24.

Sarah Broadnaux spoke regarding loving one another.

Mary White, Vice President of the Eastside Neighborhood Council, spoke regarding building up the east and south sides of the City.

APPOINTMENTS:

COUNCIL COMMITTEE REPORTS:

Communication, Technology & Information Systems

Councilwoman Reardon gave an overview and explanation of the items discussed at the Wednesday, January 10, 2024 CTIS Committee Meeting. Councilwoman Ibarra thanked the City's IT team for all their work.

Link:
https://joliet.granicus.com/player/clip/5198?
view_id=6&redirect=true&h=9b5095876b45fb239748933ff8fac4a9

Finance

Councilwoman Quillman gave an overview and explanation of the items discussed at the Tuesday, January 16, 2024 Finance Committee Meeting. Finance Director Kevin Sing briefly discussed the submittal of invoices by the library for costs outlined in the grant for operations.

Link:
https://joliet.granicus.com/player/clip/5203?
view_id=6&redirect=true&h=6d476c0a33ae013eeab47ecbd93bbe30

Land Use & Legislative

Councilwoman Quillman gave an overview and explanation of the items discussed at the Thursday, January 11, 2024 Land Use & Legislative Committee.

Link:
https://joliet.granicus.com/player/clip/5200?
view_id=6&redirect=true&h=f47bfaa229ba1d8de1d6227cf6e66d16

Public Service

Councilman Hug gave an overview and explanation of the items discussed at the Tuesday, January 16, 2024 Public Service Committee Meeting.

Allison Swisher, Public Utilities Director, gave a brief presentation of Rethink Water Conservation and frozen pipes tips.

Link:
https://joliet.granicus.com/player/clip/5202?
view_id=6&redirect=true&h=59f672b669579a8de50db4d47dd6e687

CONSENT AGENDA:

Approval of Minutes:

Council Meeting - January 2, 2024

Attachments: Council Meeting Minutes - January 2, 2024
Approver Report

Invoices to be Paid

Attachments: Invoices to be Paid - 1.16.24
Approver Report

Award of Contract for the Cathedral Area Phase 1A Water Main Improvements Project to Austin Tyler Construction Inc. in the amount of $1,921,772.14 **1-24**

Attachments: Project_Locations_2024_WM - CathedralPhase1A.pdf
Approver Report

Award of Professional Services Contract for the 2024 - 2025 National Bridge Inspection Standards (NBIS) Program to Willett Hoffmann & Assoc. in the amount of $27,720.00 **2-24**

Attachments: Approver Report

Award of Contract to CDWG for Nutanix Upgrade in the amount of $150,300.00 **3-24**

Attachments: Nutanix Quote
Approver Report

Award of Contract to Sierra ITS for Information Technology Contract Services in the Amount of $250,000.00 **4-24**

Attachments: Sierra - MTSA
Approver Report

Award of Contract to CDW-G for Mimecast Email and Web Security Annual Renewal in the Amount of $37,300.00 **5-24**

Attachments: Mimecast Quote NQJQ862
Approver Report

Approve the Purchase of Three (3) Ford Expeditions from D'Orazio Ford in the amount of $178,560.78 **6-24**

Attachments: Approver Report

Approve the Extension of a Fire Turnout Gear Agreement **7-24**

with Air One Equipment Co. for 2024 in the amount of $102,495.00

Attachments: Approver Report

Amendment No. 1 to the Professional Services Agreement for the 2025 Water Main Rehabilitation Program for Detailed Design Engineering Services to Baxter & Woodman Inc. in the amount of $1,434,700.00 **8-24**

Attachments: 2025 WMRP Location Exhibit - All Projects.pdf
Approver Report

Amendment No. 2 to the Professional Services Agreement for the 2024 Water Main Rehabilitation Program for Construction Engineering Support Services to Baxter & Woodman Inc. in the amount of $172,400.00 **9-24**

Attachments: Approver Report

Amendment No. 2 to the Construction Testing / Soil Boring Services for the 2024 Water Main Rehabilitation Program to Seeco Consultants, Inc. in the amount of $7,620.00 **10-24**

Attachments: Approver Report

Change Order No. 1 for the Helen Avenue (Charity Ave - Mills Rd) Roadway Improvement Project -2022 MFT Section No. 22-00548-00-FP to PT Ferro Construction Co. reducing the amount by ($21,417.65) and Payment Request No. 3 and Final in the amount of $13,059.82 **11-24**

Attachments: Approver Report

Authorization to Fund Draw 8 for Tax Increment Financing District #7 in the amount of $1,432,365.47 **12-24**

Attachments: Draw 8
Approver Report

Consent Agenda Items Approved

A motion was made by Councilwoman Reardon, seconded by Councilwoman Hallums Quillman, 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 Cesar Guerrero, Councilman Larry E. Hug, Councilwoman Suzanna Ibarra, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Absent: Councilman Pat Mudron

AGENDA ITEM:

Award of Contract for the Black Road Acres Phase 2 Water Main Improvements Project to Len Cox & Sons Excavating in the amount of $2,850,160.18 **14-24**

Attachments: Project_Locations_2024_WM - BlackRdAcresPhase2.pdf
Approver Report

At the request of Councilman Guerrero, Ms. Swisher briefly explained the acceleration of watermain replacements to allow the City to receive Lake Michigan water. She indicated these contracts including lead water service line replacement.

A brief discussion was held regarding the ability to view all bid documents and non-revenue water.

A motion was made by Councilman Larry E. Hug, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #14-24: Award of Contract for the Black Road Acres Phase 2 Water Main Improvements Project to Len Cox & Sons Excavating in the amount of $2,850,160.18.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Bridal Wreath Acres Water Main Improvements Project to Austin Tyler Construction Inc. in the amount of $5,076,552.36 **15-24**

Attachments: Project_Locations_2024_WM - Bridal Wreath Acres.pdf
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilwoman Suzanna Ibarra, to approve COUNCIL MEMO #15-24: Award of Contract for the Bridal Wreath Acres Water Main Improvements Project to Austin Tyler Construction Inc. in the amount of $5,076,552.36.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the N Broadway Street / N Center Street / Western Avenue Water Main Improvements Project to P.T. Ferro Construction Co. in the amount of $6,737,960.81 **16-24**

Attachments: Project_Locations_2024_WM - BroadwayCenterWestern.pdf
Approver Report

A motion was made by Councilman Joe Clement, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #16-24: Award of Contract for the N Broadway Street / N Center Street / Western Avenue Water Main Improvements Project to P.T. Ferro Construction Co. in the amount of $6,737,960.81.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Burr Oaks Water Main Improvements Project to Len Cox & Sons Excavating in the amount of $3,148,711.30 **17-24**

Attachments: Project_Locations_2024_WM - BurrOaks.pdf
Approver Report

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #17-24: Award of Contract for the Burr Oaks Water Main Improvements Project to Len Cox & Sons Excavating in the amount of $3,148,711.30.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Cathedral Area Phase 1B Water Main Improvements Project to Austin Tyler Construction Inc. in the amount of $2,046,059.84 **18-24**

Attachments: Project_Locations_2024_WM - CathedralPhase1B.pdf
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #18-24: Award of Contract for the Cathedral Area Phase 1B Water Main Improvements Project to Austin Tyler Construction Inc. in the amount of $2,046,059.84.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Forest Park Phase 3 Water Main Improvements Project to M & J Underground Inc. in the amount of $4,964,950.00 **19-24**

Attachments: Project_Locations_2024_WM - Forest Park Phase 3.pdf
Approver Report

A motion was made by Councilman Cesar Guerrero, seconded by Councilwoman Suzanna Ibarra, to approve COUNCIL MEMO #19-24: Award of Contract for the Forest Park Phase 3 Water Main Improvements Project to M & J Underground Inc. in the amount of $4,964,950.00.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Garnsey Park Phase 5A Water Main Improvements Project to Construction by Camco Inc. in the amount of $3,092,446.27 **20-24**

Attachments: Project_Locations_2024_WM - Garnsey Park Phase 5A.pdf
Approver Report

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #20-24: Award of Contract for the Garnsey Park Phase 5A Water Main Improvements Project to Construction by Camco Inc. in the amount of $3,092,446.27.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Garnsey Park Phase 5B Water Main Improvements Project to Construction by Camco Inc. in the amount of $2,653,994.75 **21-24**

Attachments: Project_Locations_2024_WM - Garnsey Park Phase 5B.pdf
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #21-24: Award of Contract for the Garnsey Park Phase 5B Water Main Improvements Project to Construction by Camco Inc. in the amount of $2,653,994.75.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Hickory Creek East Water Main Improvements Project to Austin Tyler Construction Inc. in the amount of $8,646,715.43 **22-24**

Attachments: Project_Locations_2024_WM - HickoryCreekEast.pdf
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Jan Hallums Quillman, to approve COUNCIL MEMO #22-24: Award of Contract for the Hickory Creek East Water Main Improvements Project to Austin Tyler Construction Inc. in the amount of $8,646,715.43.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Idylside Water Main Improvements Project to Len Cox & Sons Excavating in the amount of $4,468,713.33 **23-24**

Attachments: Project_Locations_2024_WM - Idylside.pdf
Approver Report

A motion was made by Councilman Joe Clement, seconded by Councilwoman Suzanna Ibarra, to approve COUNCIL MEMO #23-24: Award of Contract for the Idylside Water Main Improvements Project to Len Cox & Sons Excavating in the amount of $4,468,713.33.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Krings Acres Phase 2A Water Main Improvements Project to J Congdon Sewer Services in the amount of $2,868,193.10 **24-24**

Attachments: Project_Locations_2024_WM - Krings Acres Phase 2A.pdf
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Suzanna Ibarra, to approve COUNCIL MEMO #24-24: Award of Contract for the Krings Acres Phase 2A Water Main Improvements Project to J Congdon Sewer Services in the amount of $2,868,193.10.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Krings Acres Phase 2B Water Main Improvements Project to Trine Construction in the amount of $2,950,550.00 **25-24**

Attachments: Project_Locations_2024_WM - Krings Acres Phase 2B.pdf
Approver Report

A motion was made by Councilman Cesar Guerrero, seconded by Councilwoman Sherri Reardon, to approve COUNCIL MEMO #25-24: Award of Contract for the Krings Acres Phase 2B Water Main Improvements Project to Trine Construction in the amount of $2,950,550.00.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Parkview North Water Main Improvements Project to PT Ferro Construction Co. in the amount of $7,588,214.54 **26-24**

Attachments: Project_Locations_2024_WM - Parkview North.pdf
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #26-24: Award of Contract for the Parkview North Water Main Improvements Project to PT Ferro Construction Co. in the amount of $7,588,214.54.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Plainfield Road (Theodore Street - Black Road) Water Main Improvements Project to Austin Tyler Construction Inc. in the amount of $9,391,100.00 **27-24**

Attachments: Project_Locations_2024_WM - PlainfieldRd
Approver Report

A motion was made by Councilman Cesar Guerrero, seconded by Councilwoman Suzanna Ibarra, to approve COUNCIL MEMO #27-24: Award of Contract for the Plainfield Road (Theodore Street - Black Road) Water Main Improvements Project to Austin Tyler Construction Inc. in the amount of $9,391,100.00.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Spring Creek Phase 1 Water Main Improvements Project to Austin Tyler Construction Inc. in **28-24**

the amount of $7,994,694.14

Attachments: Project_Locations_2024_WM - SpringCreekPhase1
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #28-24: Award of Contract for the Spring Creek Phase 1 Water Main Improvements Project to Austin Tyler Construction Inc. in the amount of $7,994,694.14.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the Varnado Park Area Water Main Improvements Project to Steve Spiess Construction in the amount of $4,808,304.70 **29-24**

Attachments: Project_Locations_2024_WM - Varnado Park Area
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Guerrero, to approve COUNCIL MEMO #29-24: Award of Contract for the Varnado Park Area Water Main Improvements Project to Steve Spiess Construction in the amount of $4,808,304.70.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Contract for the West Park Water Main Improvements Project to Airy's Inc. in the amount of $2,985,828.00 **30-24**

Attachments: Project_Locations_2024_WM - West Park
Approver Report

A motion was made by Councilman Cesar Guerrero, seconded by Councilman Cesar Cardenas, to approve COUNCIL MEMO #30-24: Award of Contract for the West Park Water Main Improvements Project to Airy's Inc. in the amount of $2,985,828.00.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Award of Professional Services Agreement for Construction Related Engineering Services for the Water Main and Lead Water Service Replacement Programs to Burns & McDonnell Engineering Company, Inc. in the amount of $3,818,465.98 **31-24**

Attachments: Project Locations 2024
Approver Report

A brief discussion was held regarding lead in privately owned water service lines.

A motion was made by Councilman Larry E. Hug, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #31-24: Award of Professional Services Agreement for Construction Related Engineering Services for the Water Main and Lead Water Service Replacement Programs to Burns & McDonnell Engineering Company, Inc. in the amount of $3,818,465.98.

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

LICENSES AND PERMIT APPLICATIONS:

PUBLIC HEARINGS:

Public Hearing for and Request for Approval of an Ordinance Establishing the 2024 Joliet Special Service Area No. 1 - Bridge Street (Nicholson Street - Center Street) **33-24**

Attachments: Ordinance Establishing 2024 SSA 1 Bridge rev.doc
Bridge Street SSA 1 Property Owner List.pdf
Bridge Street SSA 1 Plat.pdf
Approver Report

The City Clerk advised that this is a Public Hearing so any public comments would be in order at this time.

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

Hearing.

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #33-24: Public Hearing for and Request for Approval of an Ordinance Establishing the 2024 Joliet Special Service Area No. 1 - Bridge Street (Nicholson Street - Center Street). (ORDINANCE NO. 18587)

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Public Hearing for and Request for Approval of an Ordinance Establishing the 2024 Joliet Special Service Area No. 2 - Adella Avenue (Washington Street - Second Avenue) / Second Avenue (Adella Avenue - Court Street) **34-24**

Attachments: Ordinance Establishing 2024 SSA 2_Adella .doc
ssa ADELLA SECOND Exhibit B list.pdf
adella second SSA Exhibit A map.pdf
Approver Report

The City Clerk advised that this is a Public Hearing so any public comments would be in order at this time.

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

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Suzanna Ibarra, to adopt COUNCIL MEMO #34-24: Public Hearing for and Request for Approval of an Ordinance Establishing the 2024 Joliet Special Service Area No. 2 - Adella Avenue (Washington Street - Second Avenue) / Second Avenue (Adella Avenue - Court Street). (ORDINANCE NO. 18588)

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

ORDINANCES AND RESOLUTIONS:

ORDINANCES:

Ordinances Associated with CenterPoint Intermodal Center at Joliet Phase 26 Subdivision: **36-24**

Ordinance Approving the Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase 26 Subdivision (P-9-23)

Ordinance Approving the Final Plat of CenterPoint Intermodal Center at Joliet Phase 26 Subdivision (FP-10-23)

Ordinance Approving the Recording Plat of CenterPoint Intermodal Center at Joliet Phase 26 Subdivision (RP-1-24)

Attachments: Ordinance - Preliminary Plat CICJ Phase 26
Preliminary Plat CICJ Phase 26
Ordinance - Final Plat CICJ Phase 26
Final Plat CICJ Phase 26
Ordinance - Recording Plat CICJ Phase 26
Recording Plat CICJ Phase 26
Plan Commission Staff Report Packet P-9-23 FP-10-23
Plan Commission minutes 11-16-23
Public Comment
Approver Report

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #36-24: Ordinances Associated with CenterPoint Intermodal Center at Joliet Phase 26 Subdivision:

Ordinance Approving the Preliminary Plat of CenterPoint Intermodal Center at Joliet Phase 26 Subdivision (P-9-23)
(ORDINANCE NO. (ORDINANCE NO. 18589)

Ordinance Approving the Final Plat of CenterPoint Intermodal Center at Joliet Phase 26 Subdivision (FP-10-23)
(ORDINANCE NO. 18590)

Ordinance Approving the Recording Plat of CenterPoint Intermodal Center at Joliet Phase 26 Subdivision (RP-1-24)
(ORDINANCE NO. 18591)

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Ordinances Associated with CenterPoint Intermodal Center at Joliet Phase 27 Subdivision: **37-24**

Ordinance Approving the Preliminary Plat of CenterPoint Intermodal Center at Joliet - Northwest Amendment Subdivision (P-10-23)

Ordinance Approving the Final Plat of CenterPoint Intermodal Center at Joliet - Northwest Amendment Phase 27 Subdivision (FP-11-23)

Ordinance Approving the Recording Plat of CenterPoint Intermodal Center at Joliet Phase 27 Subdivision (RP-2-24)

Attachments: Ordinance - Preliminary Plat CICJ Phase 27
Preliminary Plat CICJ Phase 27
Ordinance - Final Plat CICJ Phase 27
Final Plat CICJ Phase 27
Ordinance - Recording Plat CICJ Phase 27
Recording Plat CICJ Phase 27
Plan Commission Staff Report Packet P-10-23 FP-11-23
Plan Commission minutes 11-16-23
Public Comment
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #37-24: Ordinances Associated with CenterPoint Intermodal Center at Joliet Phase 27 Subdivision:

Ordinance Approving the Preliminary Plat of CenterPoint Intermodal Center at Joliet - Northwest Amendment Subdivision (P-10-23) (ORDINANCE NO. 18592)

Ordinance Approving the Final Plat of CenterPoint Intermodal Center at Joliet - Northwest Amendment Phase 27 Subdivision (FP-11-23) (ORDINANCE NO. 18593)

Ordinance Approving the Recording Plat of CenterPoint Intermodal Center at Joliet Phase 27 Subdivision (RP-2-24) (ORDINANCE NO. 18594)

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, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Nay: Councilman Cesar Guerrero

Absent: Councilman Pat Mudron

Ordinance Approving the Reclassification of 4001 Brandon Road from I-TC (Intermodal Terminal - Industrial Park) to I-TB (Intermodal Terminal - Transportation Equipment) Zoning (Z-5-23) **38-24**

Attachments: Ordinance - Zoning Reclassification 4001 Brandon Rd
Plat of Zoning Z-5-23
Concept Plan Z-5-23
Plan Commission Staff Report Packet Z-5-23
Plan Commission Minutes 10-19-23
Approver Report
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #38-24: Ordinance Approving the Reclassification of 4001 Brandon Road from I-TC (Intermodal Terminal - Industrial Park) to I-TB (Intermodal Terminal - Transportation Equipment) Zoning (Z-5-23). (ORDINANCE NO. 18595)

The motion carried by the following vote:

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

Nay: Councilwoman Suzanna Ibarra

Absent: Councilman Pat Mudron

Ordinance Approving a Special Use Permit to Allow an Auto Body Repair Shop, Located at 115 E. Clinton Street (ZBA 2023-73) **39-24**

Attachments: Special Use Permit Ordinance - ZBA 2023-73
ZBA 2023-73 Staff Report Packet
Zoning Board minutes 12-21-23
Approver Report

A motion was made by Councilman Cesar Cardenas, seconded by Councilwoman Suzanna Ibarra, to adopt COUNCIL MEMO #39-24: Ordinance

Approving a Special Use Permit to Allow an Auto Body Repair Shop, Located at 115 E. Clinton Street (ZBA 2023-73). (ORDINANCE NO. 18596)

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Ordinances for Vacation of Easements Associated with the Development of the South Chicago Logistics Subdivision and Resolution Approving an Annexation Agreement for 19940 W. Noel Road, 19922 W. Noel Road, and 19808 W. Noel Road. **40-24**

Attachments: Resolution - Annexation Agreement_19940, 19922, 19808 W. Noel Road
Annexation Agreement_signed
Plat of Annexation_19940 W. Noel Road
Plat of Annexation_19922 W. Noel Road
Plat of Annexation_19808 W. Noel Road
Vacation Ordinance_South Chicago_Landscape Easement
Vacation Ordinance_South Chicago_Stormwater Mgmt Easement
Plat of Vacation
Oct 19 Plan Commission Meeting Minutes
City Council Minutes_11.21.2023
Plan Commission Staff Report Packet
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #40-24: Ordinances for Vacation of Easements Associated with the Development of the South Chicago Logistics Subdivision

a. Ordinance Approving Vacation of a Perimeter Landscape Easement North of W. Noel Road and S. Bush Road. (V-5-23)(ORDINANCE NO. 18597); and

b. Ordinance Approving Vacation of a Stormwater Management Easement North and West of W. Noel Road. (V-6-23) Ordinance Approving Vacation of a Stormwater Management Easement North and West of W. Noel Road. (V-6-23) (ORDINANCE NO. 18598); and

Resolution Approving an Annexation Agreement for 19940 W. Noel Road, 19922 W. Noel Road, and 19808 W. Noel Road (RESOLUTION NO. 7960)

The motion carried by the following vote:

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

Ordinances Associated with the Annexation of 19940 W. Noel Road, 19922 W. Noel Road, and 19808 W. Noel Road and Development of the South Chicago Logistics Subdivision. **41-24**

Ordinance Approving the Annexation of 19940 W. Noel Road. (A-7-23)

Ordinance Approving the Classification of 19940 W. Noel Road to I-1 (Light Industrial) Zoning. (A-7-23)

Ordinance Approving the Annexation of 19922 W. Noel Road. (A-8-23)

Ordinance Approving the Classification of 19922 W. Noel Road to I-1 (Light Industrial) Zoning. (A-8-23)

Ordinance Approving the Annexation of 19808 W. Noel Road. (A-9-23)

Ordinance Approving the Classification of 19808 W. Noel Road to I-1 (Light Industrial) Zoning (A-9-23)

Ordinance Approving the Preliminary Plat of South Chicago Logistics Subdivision. (P-8-23)

Ordinance Approving the Final Plat of South Chicago Logistics Subdivision. (FP-9-23)

Ordinance Approving the Recording Plat of South Chicago Logistics Subdivision. (RP-13-23)

Attachments: AnnexOrd - A-7-23 - 19940 W. Noel Road
Annx Zoning Class Ord - 19940 W. Noel Road
Plat of Annexation_19940 W. Noel Road
AnnexOrd - A-8-23 - 19922 W. Noel Road
Annx Zoning Class Ord - 19922 W. Noel Road
Plat of Annexation_19922 W. Noel Road
AnnexOrd - A-9-23 - 19808 W. Noel Road
Annx Zoning Class Ord - 19808 W. Noel Road
Plat of Annexation_19808 W. Noel Road
Ordinance - Preliminary Plat South Chicago Logistics
Preliminary Plat of Subdivision for South Chicago Logistics
Ordinance - Final Plat South Chicago Logistics
Final Plat of Subdivision of South Chicago Logistics
Ordinance - Recording Plat - South Chicago Logistics Subdivision_v5
Recording Plat of Subdivision - South Chicago Logistics
Site Plan Exhibit
South Chicago Logistics_Architectural Planning Set
City Council Minutes_11.21.2023
Oct 19 Plan Commission Meeting Minutes
Plan Commission Staff Report Packet
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #41-24: Ordinances Associated with the Annexation of 19940 W. Noel Road, 19922 W. Noel Road, and 19808 W. Noel Road and Development of the South Chicago Logistics Subdivision.

Ordinance Approving the Annexation of 19940 W. Noel Road. (A-7-23)
(ORDINANCE NO. 18599)

Ordinance Approving the Classification of 19940 W. Noel Road to I-1 (Light Industrial) Zoning. (A-7-23)
(ORDINANCE NO. 18600)

Ordinance Approving the Annexation of 19922 W. Noel Road. (A-8-23)
(ORDINANCE NO. 18601)

Ordinance Approving the Classification of 19922 W. Noel Road to I-1 (Light Industrial) Zoning. (A-8-23)
(ORDINANCE NO. 18602)

Ordinance Approving the Annexation of 19808 W. Noel Road. (A-9-23)
(ORDINANCE NO. 18603)

Ordinance Approving the Classification of 19808 W. Noel Road to I-1 (Light Industrial) Zoning (A-9-23)
(ORDINANCE NO. 18604)

Ordinance Approving the Preliminary Plat of South Chicago Logistics Subdivision. (P-8-23)
(ORDINANCE NO. 18605)

Ordinance Approving the Final Plat of South Chicago Logistics Subdivision. (FP-9-23)
(ORDINANCE NO. 18606)

Ordinance Approving the Recording Plat of South Chicago Logistics Subdivision. (RP-13-23).
(ORDINANCE NO. 18607)

The motion carried by the following vote:

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

Ordinances Associated with the Cherry Hill Business Park West Unit 6 Subdivision, Phase 2. 42-24

Ordinance Approving Final Plat of the Cherry Hill Business Park West Unit 6 Subdivision, Phase 2. (FP-12-23)

Ordinance Approving Recording Plat of the Cherry Hill Business Park West Unit 6 Subdivision, Phase 2. (RP-14-23)

Attachments: Ordinance - Recording Plat - Cherry Hill Business Park West Unit 6 Subdivision, Phase 2_01.16.2024
Recording Plat
Ordinance - Final Plat Cherry Hill Business Park West Unit 6 Subdivision_Phase 2_01.16.2024
Final Plat
Legal Property Description
Agile Site Improvement Plans
Agile Site Plan
Agile Elevations
Agile Floor Plan
Agile Entry
Photometric Plan
Plan Commission Meeting Minutes_11.16.2023
FP-12-23 Cherry Hill Business Park West Unit 6 Subdivision_Phase 2_Staff Report Packet
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilwoman Jan Hallums Quillman, to adopt COUNCIL MEMO #42-24: Ordinances Associated with the Cherry Hill Business Park West Unit 6 Subdivision, Phase 2.

Ordinance Approving Final Plat of the Cherry Hill Business Park West Unit 6 Subdivision, Phase 2. (FP-12-23)
(ORDINANCE NO. 18608)

Ordinance Approving Recording Plat of the Cherry Hill Business Park West Unit 6 Subdivision, Phase 2. (RP-14-23).
(ORDINANCE NO. 18609)

The motion carried by the following vote:

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

Nay: Councilwoman Suzanna Ibarra

Absent: Councilman Pat Mudron

Ordinances Associated with Rock Run Crossings Lot 3 Resubdivision. **43-24**

Ordinance Approving the Preliminary Plat of Rock Run Crossings Lot 3 Resubdivision. (P-12-23)

Ordinance Approving the Final Plat of Rock Run Crossings Lot 3 Resubdivision. (FP-13-23)

Ordinance Approving the Recording Plat of Rock Run Crossings Lot 3 Resubdivision. (RP-15-23)

Attachments: Ordinance - Recording Plat - RRC Lot 3 Resub
Recording Plat
Ordinance - Final Plat RRC Lot 3 Resub
Final Plat
Ordinance - Preliminary Plat RRC Lot 3 Resubdivision
Preliminary Plat
Plan Commission Meeting Minutes 12.21.2023
Plan Commission Staff Report Packet
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Cardenas, to adopt COUNCIL MEMO #43-24: Ordinances Associated with Rock Run Crossings Lot 3 Resubdivision.

Ordinance Approving the Preliminary Plat of Rock Run Crossings Lot 3 Resubdivision. (P-12-23)
(ORDINANCE NO. 18610)

Ordinance Approving the Final Plat of Rock Run Crossings Lot 3 Resubdivision. (FP-13-23)
(ORDINANCE NO. 18611)

Ordinance Approving the Recording Plat of Rock Run Crossings Lot 3 Resubdivision. (RP-15-23)
(ORDINANCE NO. 18612)

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Ordinance Repealing Chapter 2, Article XIII, Division 2, Section 2-447(e), Prequalification Ordinance of the City of Joliet Code of Ordinances (Repealing Subsection Regarding Local Prequalification) **44-24**

Attachments: Ordinance.docx
Attachment.docx
Approver Report

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #44-24: Ordinance Repealing Chapter 2, Article XIII, Division 2, Section 2-447(e), Prequalification Ordinance of the City of Joliet Code of Ordinances (Repealing Subsection Regarding Local Prequalification). (ORDINANCE NO. 18613)

The motion carried by the following vote:

Aye: Mayor Terry D'Arcy, Councilman Cesar Cardenas, Councilman Joe Clement, Councilman Cesar Guerrero, Councilwoman Jan Hallums Quillman and Councilwoman Sherri Reardon

Nay: Councilman Larry E. Hug and Councilwoman Suzanna Ibarra

Absent: Councilman Pat Mudron

Ordinance Approving a Special Use Permit to Allow a Used Car Dealership, Located at 1101 N. Broadway Street **45-24**

Attachments: Ordinance - Special Use Permit 1101 N. Broadway Street
23-C7 DEC 21_REVISED SITE PLAN
ZBA 2023-63 (1101 N. Broadway) November Staff Report Packet
Zoning Board of Appeals Minutes 11_16_23
Approver Report

A brief discussion was held regarding the garage being used for repair and maintenance of the cars that will be sold on-site.

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #45-24: Ordinance Approving a Special Use Permit to Allow a Used Car Dealership, Located at 1101 N. Broadway Street. (ORDINANCE NO. 18614)

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Ordinance Approving a Re-Approval of a Preliminary Plat of Cadence Crossings Subdivision for an Additional Three Years (P-11-23) **46-24**

Attachments: Reapproval Preliminary Plat Ordinance -Cadence Crossings Subdivision
Plan_Commission_23-12-21_Meeting_Minutes
P-11-23_Staff Report Packet
Approver Report

A motion was made by Councilman Larry E. Hug, seconded by Councilman Joe Clement, to adopt COUNCIL MEMO #46-24: Ordinance Approving a Re-Approval of a Preliminary Plat of Cadence Crossings Subdivision for an Additional Three Years (P-11-23). (ORDINANCE NO. 18615)

The motion carried by the following vote:

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

Nay: Councilwoman Suzanna Ibarra

Absent: Councilman Pat Mudron

RESOLUTIONS:

Resolution Approving PY2023 Community Development Block Grant with Spanish Community Center, NFP **48-24**

Attachments: PY2023 Resolution
2023 Agreement
Approver Report

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Cesar Guerrero, to adopt COUNCIL MEMO #48-24: Resolution Approving PY2023 Community Development Block Grant with Spanish Community Center, NFP. (RESOLUTION NO. 7961)

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Resolution Approving PY2020 Community Development Block Grant Subrecipient Agreement with Spanish Community Center **49-24**

Attachments: PY2020 Resolution
2020 Agreement
Approver Report

A motion was made by Councilman Cesar Guerrero, seconded by Councilwoman Jan Hallums Quillman, to adopt COUNCIL MEMO #49-24: Resolution Approving PY2020 Community Development Block Grant Subrecipient Agreement with Spanish Community Center. (RESOLUTION NO. 7962)

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

Resolution Approving a Memorandum of Understanding between the Joliet Police Department and the City of Aurora Police Department regarding the use of National Integrated Ballistic Information Network (NIBIN) **50-24**

Attachments: Resolution - NIBIN
NIBIN.MOU
Approver Report

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilwoman Suzanna Ibarra, to adopt COUNCIL MEMO #50-24: Resolution Approving a Memorandum of Understanding between the Joliet Police Department and the City of Aurora Police Department regarding the use of National Integrated Ballistic Information Network (NIBIN). (RESOLUTION NO. 7963)

The motion carried by the following vote:

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

Absent: Councilman Pat Mudron

CITY MANAGER:

The City Manager thanked road crews for clearing the snow and ice.

PUBLIC COMMENTS:

Pat Meade spoke regarding contract negotiations for the nursing staff at Ascension St. Joseph Hospital.

Robin Richards spoke regarding Ascension St. Joseph contract negotiations and the nurses being pulled across service lines.

Kathy Garthus spoke regarding the purchase of her property.

Mary White spoke regarding her experience at Ascension St. Joseph Hospital.

Betsy Satcher spoke in support of our nurses at Ascension St. Joseph Hospital and the closing of Salem Village Nursing Home.

Janet Diaz spoke regarding her experience at Ascension St. Joseph and support of the nurses.

Boise Walker spoke in support of the nurses at Ascension St. Joseph Hospital.

Deb Bacars spoke in support of the nursing staff at Ascension St. Joseph Hospital.

Aaron Murphy spoke regarding lack of staff at Ascension St. Joseph Hospital.

Tonya Arias spoke in support of the Ascension St. Joseph nursing staff.

Amy Sanchez spoke in support of the Ascension St. Joseph nursing staff. She also spoke regarding the north entrance of City Hall.

Pat Meade thanked the Mayor, Council, and community for their support. Councilwoman Quillman's question Pat Meade explained there has not been any support from the Board of Directors or the Foundation Directors.

Sarah Broadnaux spoke in support of the Ascension St. Joseph nursing staff.

Councilman Hug exited the meeting at 8:52 p.m. and re-entered the meeting at 8:54 p.m.

Alicia Morales spoke in support of the Ascension St. Joseph nursing staff. She also discussed businesses in the City and asylum seekers.

Ericka, former nurse at St. Joseph's, spoke in support of the Ascension St. Joseph nursing staff.

MAYOR AND COUNCIL COMMENTS:

Councilman Cardenas spoke in support of the nurses and thanked road crews for clearing the roads.

Councilman Guerrero thanked Council and expressed his gratitude for the United States and briefly discussed his trip to Peru. He briefly discussed the public's awareness for water consumption habits, ordinance regulating bus arrivals, and asylum seekers. Councilman Guerrero expressed his support for the nurses.

Councilwoman Ibarra highlighted the African-American Business Association/NAACP Joliet Martin Luther King Jr. brunch and panel discussion, Bicentinnel Bluff Neighborhood Council Reedwood Neighborhood Council. She thanked the City road crews and expressed that District 5 needs assistance.

Councilwoman Quillman spoke regarding the senior citizens snow removal services.

Mayor D'Arcy expressed his appreciate and support to Pat Meade and the St. Joseph's nursing staff. He thanked the road crews and highlighted the closing of Salem Village.

CLOSED SESSION to discuss the following subjects:

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Cesar Guerrero, to enter into closed session to discuss personnel, collective bargaining, land acquisition or conveyance, pending or threatened litigation after which the meeting will be adjourned.

The motion carried by the following vote:

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

ADJOURNMENT:

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 429-25

File ID: 429-25 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/03/2025

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

Title: Ordinances Associated with Cadence Crossings, Unit 1 Subdivision

Ordinance Approving the Final Plat of Cadence Crossings, Unit 1 Subdivision (FP-2-25)

Ordinances Approving the Recording Plat for Cadence Crossings, Unit 1 Subdivision (RP-6-25)

Internal Notes: Updates made to the Council Memo, Final Plat Ordinance, and Recording Plat ordinance per direction from Legal.

Agenda Date: 08/05/2025

Attachments: Ordinance - Final Plat Cadence Unit 1.docx, Final Plat, Ordinance - Recording Plat Cadence Unit 1.docx, Recording Plat, FP-2-25 (Cadence Unit 1) Staff Report Packet.pdf, Plan Commission Meeting Minutes 06.19.25.pdf, City Council Minutes - Dec.21.2021.pdf, City Council Minutes - Nov.7.2023.pdf, City Council Minutes - Jan.16.2024.pdf

Entered by: rheitner@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/29/2025	Gina Logalbo	Approve	7/28/2025
1	2	7/30/2025	Dustin Anderson	Approve	7/31/2025
1	3	7/30/2025	Todd Lenzie	Approve	8/1/2025
1	4	8/1/2025	Beth Beatty	Approve	8/1/2025

Memo

File #: 430-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Ordinance Approving the Preliminary Planned Unit Development of Luna Estates (PUD-4-25)

BACKGROUND:
The petitioner and property owner, Marciano Luna, requests approval of the Preliminary Planned Unit Development of Luna Estates, located at 1924 Mills Road. The purpose of the subdivision is to create two additional lots on the 10-acre parcel so that family members of the property owner can build and reside on the property. The subject site currently contains the owner's residence and horse stables. The property was annexed and zoned R-1B (single-family residential) in 2005. At that time, the site contained horse stables and associated agricultural uses, which were permitted to continue as outlined in the annexation agreement, which expired in April 2025. The owner constructed a single-family home on the property around 2021.

The subdivision would create three total lots. Lot 1 would be 5 acres and contain the existing residence and stables. Lots 2 and 3 would each be approximately 2.2 acres and could each be developed with a single-family residence. Lots 2 and 3 would have access off of Marigold Drive. The existing driveway access to Lot 1 off Mills Road would remain and would not be modified.

The subject site was annexed in 2005 at the same time as numerous other properties in what became the far southeast area of the City, with these properties classified to either I-1 (light industrial) or R-1B (single-family residential) zoning. At the time of annexation, there were no plans to develop the subject site with anything but a single-family residence. The site has remained residential and agricultural; adjacent parcels contain similar residential and agricultural uses. Neither Mills Road nor Marigold Drive are improved with curb and gutter, sidewalks, or street lighting in the vicinity of the subject site. Due to the location and rural nature of the site, the petitioner is requesting several variations from the Subdivision Regulations and the Zoning Ordinance as part of the Planned Unit Development. These variations include:

1. Variance from providing widening, realignment, or roadway improvements on Mills Road and Marigold Drive;
2. Variance from providing street lighting;
3. Variance from providing storm detention for the three residential lots;
4. Variance from providing storm sewers onsite;
5. Variance from installing extensions of water mains onsite;
6. Variance from installing public sidewalks along Mills Road and Marigold Drive;
7. Variance from conforming to the Zoning Ordinance landscape requirements regarding parkway trees;

8. Variance from the Zoning Ordinance permitted uses to allow horses and stables in the R-1B (single-family residential) zoning district for Lot 1.

There is no public sewer available near the site, while public water is available along Mills Road. At this time, the City is not requiring the existing house nor the proposed residences on Lots 2 and 3 to connect to City water. The existing house was not required to connect to City water when it was constructed in 2021 due to the rural layout of the property which would have created a long water service line. If public water and sewer utilities were to be extended along the east property line in the future, City ordinance does allow the City to require connection to all properties at that time. The plat includes a 30-foot public utility and drainage easement along the east side of the property for any future utility extensions.

School donation fees and development impact fees will be required for this development. The Joliet Park District has agreed to a cash contribution in lieu of land donation in the amount of $250 for this proposal.

PLAN COMMISSION PUBLIC HEARING:
The Plan Commission held a public hearing on this matter at their meeting on June 19, 2025. Tom Carroll, engineer with Geotech Inc., and Jesus Luna, family member of the petitioner, represented the petition. Four residents spoke with questions about the petition. No public comments were submitted for this petition. Meeting minutes are attached.

RECOMMENDATION OF THE PLAN COMMISSION:
Mike Eulitz moved that the Plan Commission recommend approval of the Preliminary Planned Unit Development of Luna Estates, located at 1924 Mills Road.

Debbie Radakovich 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 Planned Unit Development of Luna Estates

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT
(Luna Estates)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached preliminary 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 ___ day of _____, 2025

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

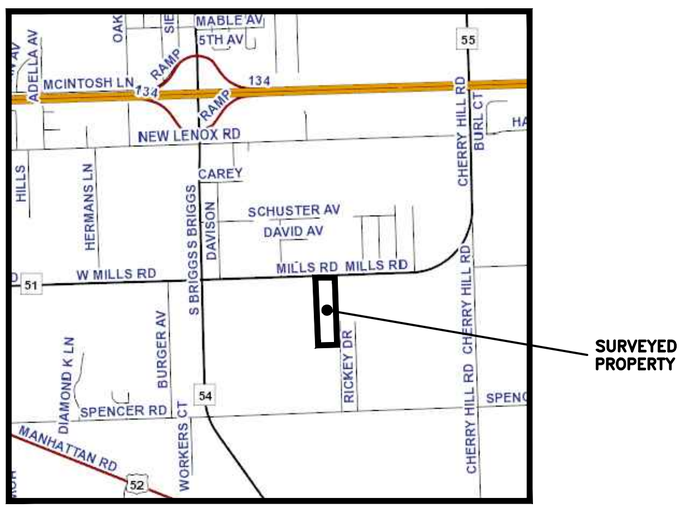
SUBDIVISION: Luna Estates
PIN: 30-07-24-300-042-0000
PLAN COMMISSION APPROVED: Yes
CONDITIONS IMPOSED: No
CED DOC. NO.: PUD-4-25

PRELIMINARY PLAT OF LUNA ESTATES,

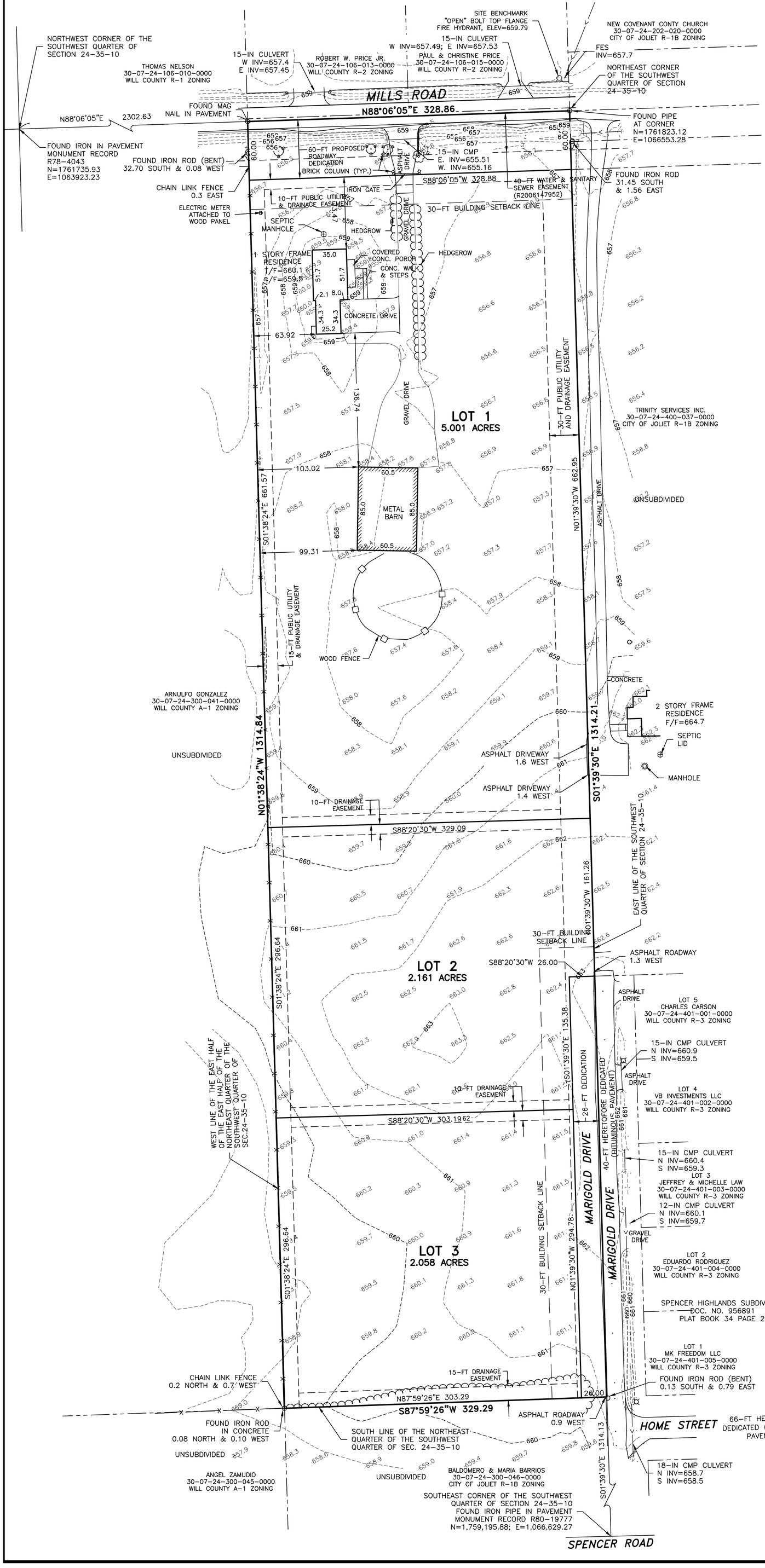
A PLANNED UNIT DEVELOPMENT

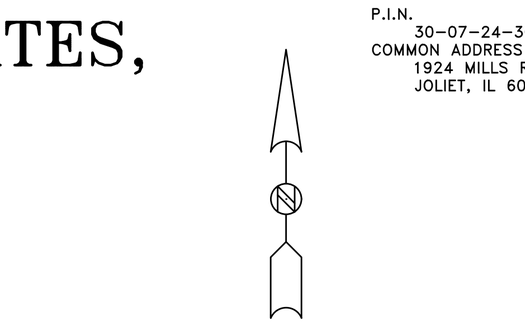
P.I.N.
30-07-24-300-042-0000
COMMON ADDRESS
1924 MILLS ROAD
JOLIET, IL 60433

LEGAL DESCRIPTION
THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



VICINITY MAP





GENERAL NOTES

1. PROPERTY IS ANNEXED TO THE CITY OF JOLIET WITH A CURRENT ZONING DISTRICT OF R-1B.
2. THE BOUNDARY SURVEY WAS COMPLETED BY GEOTECH, INC IN APRIL OF 2021 AND THE TOPOGRAPHIC SURVEY WAS COMPLETED BY GEOTECH, INC. IN APRIL OF 2025.
3. THE BASIS OF BEARING FOR THE PLAT AND SURVEY, SHOWN HEREON, IS THE STATE PLANE OF ILLINOIS, EAST DATUM [NAD83 (2011)], BASED ON GNSS OBSERVATIONS UTILIZING THE TRIMBLE NOW VRS NETWORK.
4. NO PART OF THIS PROPERTY IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FIRM MAP NUMBER 17197C0170G, DATED FEBRUARY 15, 2019.
5. NO PART OF THIS PROPERTY IS SITUATED WITHIN A WETLANDS AREA, AS DESIGNATED ON THE US FISH AND WILDLIFE SERVICE, NATIONAL WETLANDS INVENTORY MAPS.
6. ACCESS FOR LOTS 2 AND 3 WILL BE VIA MARIGOLD DRIVE, EXTENDING NORTHWARD FROM SPENCER ROAD TO THE SOUTH. ACCESS TO LOT 1 IS EXISTING AND WILL NOT BE REVISED OR RELOCATED IN ANY WAY.
7. NO WELL HEAD WAS FOUND WHILE CONDUCTING THE ONSITE FIELD WORK FOR THE PRIVATE WATER SYSTEM BEING UTILIZED FOR THE EXISTING BUILDINGS ON LOT 1.
8. ALL LOTS WILL BE SERVED BY PRIVATE WATER WELLS AND INDIVIDUAL PRIVATE SEPTIC SEWER SYSTEMS. PERMITS WILL BE OBTAINED BY THE WILL COUNTY HEALTH DEPARTMENT, AT THE TIME OF CONSTRUCTION FOR LOTS 2 AND 3.
9. ALTHOUGH WATER AND SEWER EXTENSIONS WILL NOT BE REQUIRED AT THIS TIME, THE CITY ORDINANCE DOES ALLOW THE CITY TO REQUIRE FUTURE OWNERS TO CONNECT TO PUBLIC WATER AND SEWER IF THEY ARE EXTENDED ALONG THE PROPERTY LIMITS IN THE FUTURE.
10. PURSUANT TO THE ANNEXATION AGREEMENT, THE LAND OWNER WILL RETAIN HIS HORSE STABLES AND RIDING RING FOR HIS PERSONAL HORSES AND USES.
11. IF ANY FIELD TILES ARE DISCOVERED DURING ONSITE CONTRUCTION, THEY MUST BE REROUTED AROUND THE LIMITS OF CONSTRUCTION.

REQUESTED VARIANCES

1. A VARIANCE FOR NOT PROVIDING ANY WIDENING OR REALIGNMENT OF ANY EXISTING ROADWAYS, INLCUDED BUT NOT LIMITED TO ALL ITEMS FOUND IN SUBDIVISION REGULATIONS, SECTION 5.4.C.2.
2. A VARIANCE FOR NOT PROVIDING ANY STREET LIGHTING, AS INDICATED IN SECTION 5.4.A.8.
3. A VARIANCE FOR NOT PROVIDING SITE RUNOFF STORAGE FOR THIS DEVELOPMENT OF THREE RESIDENTIAL LOTS WITH AN AVERAGE LOT SIZE OF 3.1 ACRES OR ANY OTHER PROVISION FOUND IN CODE OF ORDINANCES, SECTION 31-205a1.
4. A VARIANCE FOR NOT PROVIDING ANY DRAINAGE AND STORM SEWERS ONSITE, AS INDICATED IN THE SUBDIVISION REGULATIONS, SECTION 5.5.
5. A VARIANCE FOR NOT INSTALLING ANY EXTENSION OF WATER MAINS FROM MILLS ROAD ON THE NORTH, SOUTHWARD TO THE TOWNSHIP ROAD, KNOWN AS MARIGOLD DRIVE, AS INDICATED IN THE SUBDIVISION REGULATIONS, SECTION 5.6.A.2.
6. A VARIANCE FOR NOT INSTALLING PUBLIC SIDEWALKS ALONG EITHER MILLS ROAD OR MARIGOLD DRIVE, AS INDICATED IN THE SUBDIVISION REGULATIONS, SECTION 5.8.
7. A VARIANCE FOR NOT CONFORMING TO THE LANDSCAPE REQUIREMENTS FOR REQUIRED PARKWAY TREES, AS INDICATED IN THE ZONING ORDINANCE, SECTION 47-15E.
8. A VARIANCE TO ALLOW THE STABLING OF HORSES IN THE R1-B ZONING DISTRICT (A VARIATION FROM PERMITTED USES IN SECTION 47-5B.1)

EXISTING SYMBOLS LEGEND

- FOUND SURVEY MONUMENT
- SURVEY MONUMENT - R.O.W. MARKER
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL - MAST ARM
- UTILITY CONTROL CABINET
- UTILITY POLE GUY WIRE
- UTILITY POLE
- STREET LIGHT
- SIGN
- UTILITY HAND HOLE
- UTILITY DOUBLE HAND HOLE
- UTILITY HEAVY DUTY HAND HOLE
- UTILITY JUNCTION BOX
- UTILITY SPLICE BOX - GENERAL
- UTILITY SPLICE BOX - TELEPHONE
- STORM SEWER CATCH BASIN
- STORM SEWER FLARED END SECTION (FES)
- STORM SEWER MANHOLE
- STORM SEWER INLET
- SANITARY SEWER MANHOLE
- WATER - POST INDICATOR VALVE (PIV)
- WATER - FIRE HYDRANT
- WATER - VALVE BUFFALO BOX
- WATER - VALVE BOX
- WATER - VALVE VAULT
- WATER - SIAMESE FIRE CONNECTION
- RAILROAD SIGNAL
- RAILROAD SIGNAL WITH STOP GATE
- VEGETATION - TREE STUMP
- VEGETATION - DECIDUOUS TREE
- VEGETATION - EVERGREEN TREE
- VEGETATION - SHRUB/HEDGEROW
- CONCRETE BOLLARD
- FLAG POLE
- MAIL BOX
- AIR CONDITIONER UNIT
- GENERATOR UNIT
- ELECTRICAL TRANSFORMER
- AUTOMATED TELLER MACHINE (ATM)

SCOPE OF DEVELOPMENT

EXIST. ZONING	= R-1B (JOLIET)
TOTAL AREA	= 9.931 ACRES
R.O.W. AREA	= 0.710 ACRES
NET AREA	= 9.221 ACRES
TOTAL LOTS	= 3 LOTS
MIN. LOT WIDTH	= 294.62 FEET
MIN. LOT SIZE	= 2.058 ACRES
AVG. LOT SIZE	= 3.073 Acres
GROSS DENSITY	= 0.302 Lots/Acre

LINE LEGEND

- PRIMARY SURVEYED PARCEL
- ADDITIONALLY INSURED PARCEL (LOT)
- ADDITIONALLY INSURED PARCEL (EASEMENT)
- SECTION LINE
- OFF-SITE PARCEL LINE
- EASEMENT LINE
- ZONING ORDINANCE LIMITS
- OVERHEAD UTILITY LINE(S)
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND TELECOM LINE
- UNDERGROUND FIBER OPTIC LINE
- WATERMAIN
- UNDERGROUND PIPELINE
- UNDERGROUND GAS LINE
- SANITARY SEWER
- STORM SEWER
- FENCE LINE
- GUARDRAIL

LOT #	LOT SIZE
1	5.001 ACRES
2	2.162 ACRES
3	2.058 ACRES
R.O.W.	0.710 ACRES

REFERENCE BENCHMARK:
WILL COUNTY CONTROL MONUMENT 713 IN THE NORTHWEST CORNER OF THE INTERSECTION OF CHERRY HILL ROAD AND NEW LENOX ROAD.
ELEVATION = 660.45 (NAVD 88)

SITE BENCHMARK:
"OPEN" FLANGE BOLT OF FIRE HYDRANT NORTH SIDE OF MILLS ROAD, NORTH OF THE NORTHEAST CORNER OF SURVEYED PROPERTY.
ELEVATION 659.79 (NAVD 88)

SURVEYOR & ENGINEER:
GEOTECH, INC.
1207 CEDARWOOD DRIVE
CREST HILL, ILLINOIS 60403
(815) 730-1010

OWNER & DEVELOPER:
MARCIANO LUNA
C/O JESUS (JESSIE) LUNA
1924 MIILLS ROAD
JOLIET, ILLINOIS 60433
(815) 919-4992

STATE OF ILLINOIS) ss
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON _____, 2025.

_____
CHAIRPERSON

_____
SECRETARY

STATE OF ILLINOIS) ss
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON _____, 2025.

_____
MAYOR

_____
CITY CLERK

PREPARED BY: _____
CHRISTOPHER M. PAPESH, I.P.L.S. NO. 3369
LICENSE EXPIRATION DATE 11/30/2026
cpapesh@geotechincorp.com

DATE: May 8, 2025

THIS PLAT IS NOT FOR RECORDING

GLN20910

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

LUNA ESTATES, A PLANNED UNIT DEVELOPMENT

PRELIMINARY PLAT

DRAWN BY: CP JOB # 20910
CHECKED BY: CP/TC DATE: 05/07/2025

DATE	BY	REVISION
07.11.25	CP	REVISED-CITY REVIEW 2
06.09.25	CP	REVISED-CITY REVIEW 1
05.28.25	CP	REVISED TO PUD

DATE: June 12, 2025

TO: Joliet Plan Commission

FROM: Planning Staff

SUBJECT: PUD-4-25: Preliminary Planned Unit Development of Luna Estates

PUD-5-25: Final Planned Unit Development of Luna Estates

GENERAL INFORMATION:

APPLICANT:	Marciano Luna
STATUS OF APPLICANT:	Owner
REQUESTED ACTION:	Approval of a preliminary and final Planned Unit Development
PURPOSE:	To create three residential lots
EXISTING ZONING:	R-1B (single-family residential)
LOCATION:	1924 Mills Road (30-07-24-300-042-0000)
SIZE:	10 acres
EXISTING LAND USE:	Single-family residence with horse stables

SURROUNDING LAND USE & ZONING:

NORTH: Residential, County R-2 (single-family residence)
SOUTH: Agricultural, City R-1B (single-family residential)
EAST: Residential, City R-1B (single-family residential)
WEST: Rural residential, County A-1 (agricultural)

SITE HISTORY: The subject site was annexed and zoned R-1B (single-family residential) in 2005. At that time, the site contained horse stables and associated agricultural uses, which were permitted to continue as outlined in the annexation agreement, which expired in April 2025. The owner constructed a single-family home on the property around 2021. The home is not connected to City water and sewer services. There is currently a City water main along Mills Road but public sewer is not available in the area.

The subject site was annexed in 2005 at the same time as numerous other properties in what became the far southeast area of the City, with these properties classified to either

I-1 (light industrial) or R-1B (single-family residential) zoning. At the time of annexation, there were no plans to develop the subject site with anything but a single-family residence. The site has remained residential and agricultural; adjacent parcels have similar residential and agricultural uses.

SPECIAL INFORMATION: The Preliminary and Final Planned Unit Development of Luna Estates will create three residential lots on the 10-acre parcel. The purpose of the subdivision is to create two additional lots so that family members of the property owner can build and reside on the property. The existing house and stables would remain on proposed Lot 1, which would be 5 acres. Lots 2 and 3 would each be approximately 2.2 acres and could each be developed with a single-family residence. Lots 2 and 3 would have access off of Marigold Drive. The existing driveway access to Lot 1 off Mills Road would remain. The plats also include a 60-foot roadway dedication for Mills Road.

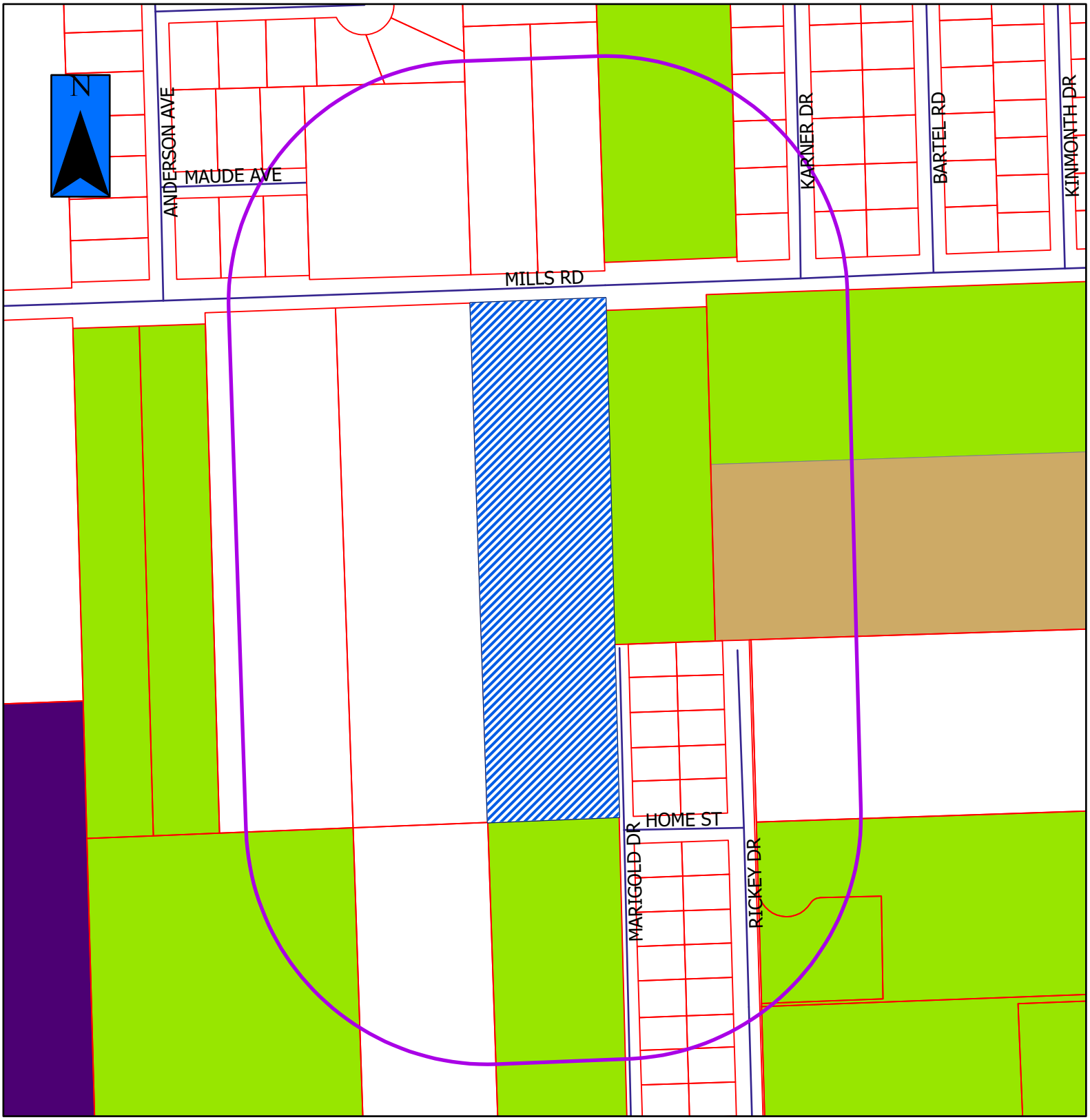
The use on Lot 1 includes the stabling of horses and a riding ring, as well as the growing of hay, for use by the owner for their personal horses. This use was permitted through the annexation agreement that was approved in 2005. The PUD will include a variance from the Zoning Ordinance to continue to allow the stabling of horses on this property as long as the PUD remains in effect.

There is no public sewer available near the site, while public water is available along Mills Road. At this time, the City is not requiring the existing house nor the proposed residences on Lots 2 and 3 to connect to City water. The PUD includes a variation from the requirement to extend water main along the property. If public water and sewer utilities were to be extended along the property line in the future, City ordinance does allow the City to require connection at that time. The plats include a 30-foot public utility and drainage easement along the east side of the property for any future utility extensions.

Due to the nature and location of the site, the petitioner is requesting additional variations as part of the PUD from the requirements for storm water detention, roadway improvements, public sidewalk, and street lighting. The petitioner and City staff are still finalizing details related to these variation requests.

School donation fees and development impact fees will be required for this development. The petitioner has reached out to the Joliet Park District to see if a cash contribution in lieu of land dedication will be required for this subdivision proposal, but has not received a response as of the writing of this staff report.

ANALYSIS: Approval of the Preliminary and Final Planned Unit Development of Luna Estates will allow two additional residential lots, for two future single-family homes, on the 10-acre parcel.



PUD-4-25 & PUD-5-25

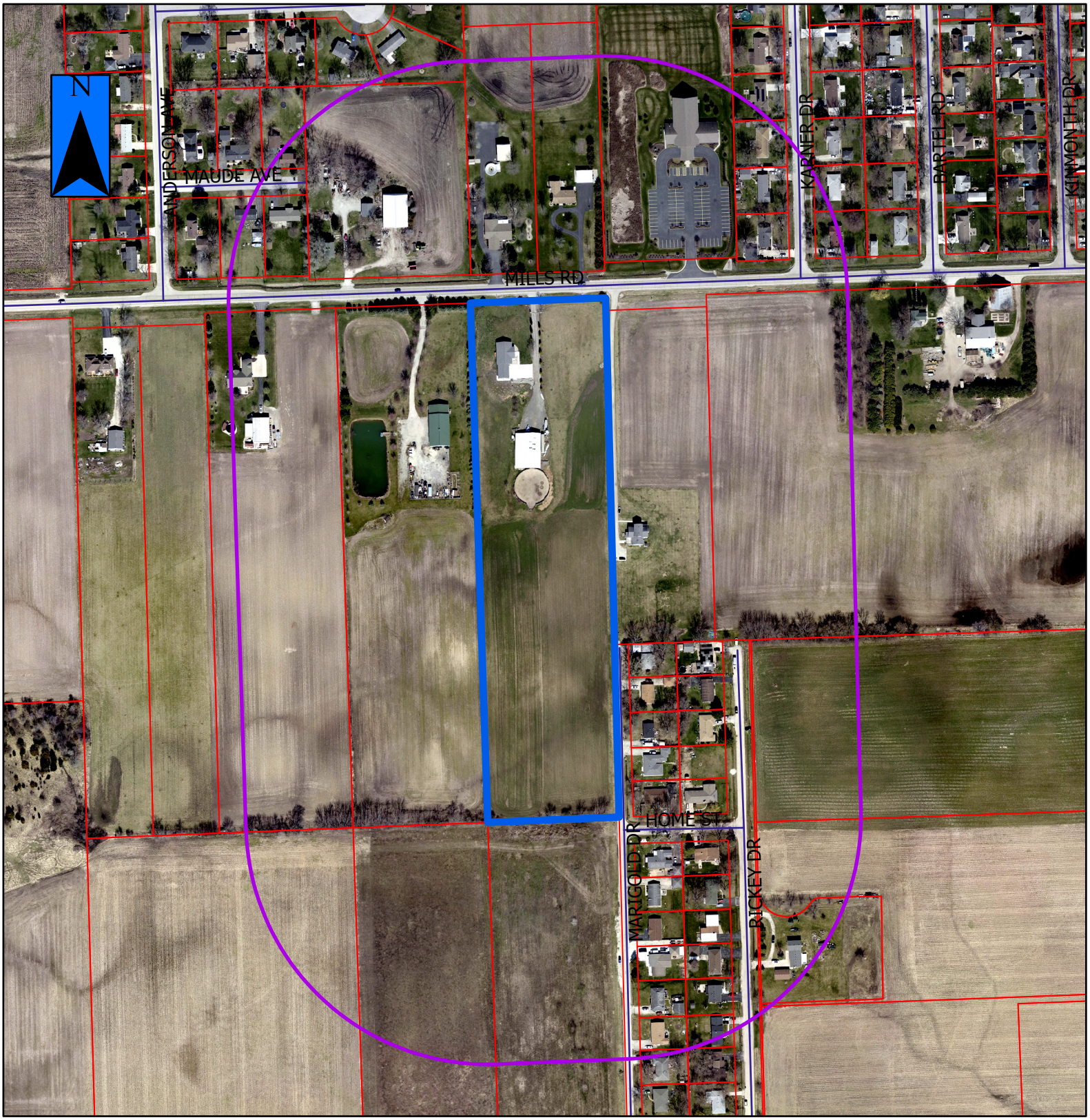
JOLIET PLANNING DIVISION

= 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



PUD-4-25 & PUD-5-25

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)

Figure 1: Existing house and stables at 1924 Mills Road, view southwest from Mills Road (April 2025)

Figure 2: View of 1924 Mills Road looking north from Marigold Drive, near south property line of subject site (May 2023)

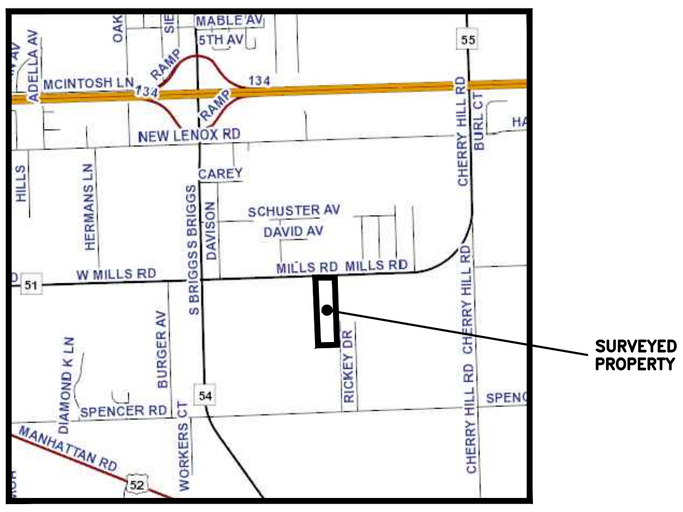
Figure 3: View of 1924 Mills Road looking north from Marigold Drive near proposed lot line between Lots 2 and 3 (May 2023). Lots 2 and 3 would have driveway access from Marigold Drive.

PRELIMINARY PLAT OF LUNA ESTATES,

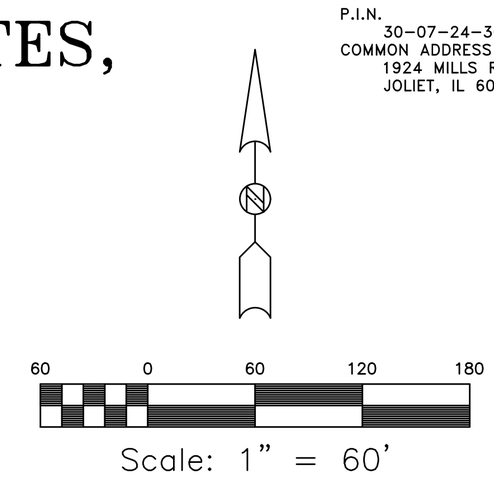
A PLANNED UNIT DEVELOPMENT

P.I.N.
30-07-24-300-042-0000
COMMON ADDRESS
1924 MILLS ROAD
JOLIET, IL 60433

LEGAL DESCRIPTION
THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



VICINITY MAP



GENERAL NOTES

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8. A VARIANCE TO ALLOW THE STABLING OF HORSES IN THE R1-B ZONING DISTRICT (A VARIATION FROM PERMITTED USES IN SECTION 47-5B.1)

EXISTING SYMBOLS LEGEND

- FOUND SURVEY MONUMENT
- SURVEY MONUMENT - R.O.W. MARKER
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL - MAST ARM
- UTILITY CONTROL CABINET
- UTILITY POLE GUY WIRE
- UTILITY POLE
- STREET LIGHT
- SIGN
- UTILITY HAND HOLE
- UTILITY DOUBLE HAND HOLE
- UTILITY HEAVY DUTY HAND HOLE
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- UTILITY SPLICE BOX - GENERAL
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- STORM SEWER MANHOLE
- STORM SEWER INLET
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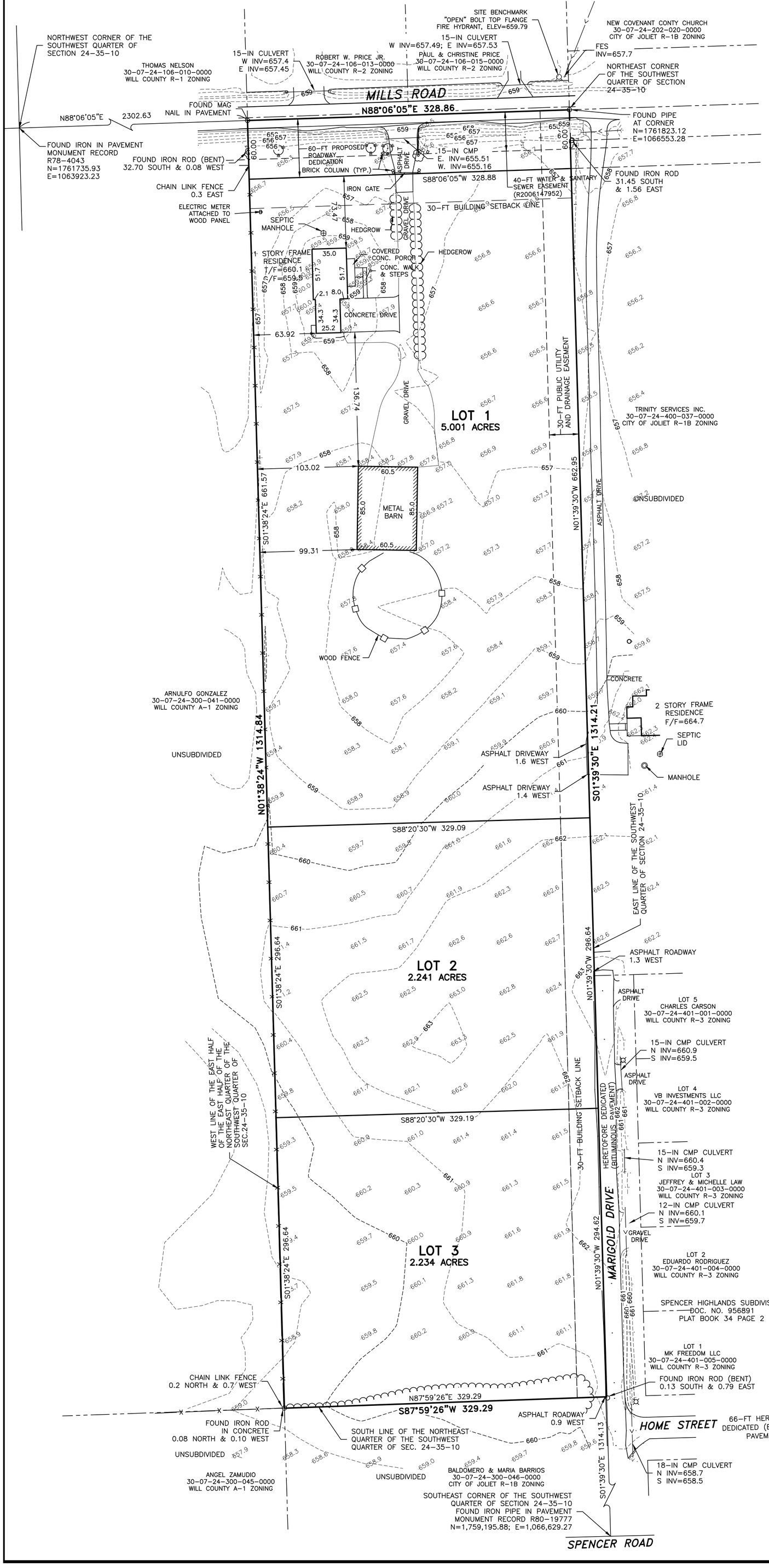

SCOPE OF DEVELOPMENT

EXIST. ZONING	= R-1B (JOLIET)
TOTAL AREA	= 9.931 ACRES
R.O.W. AREA	= 0.453 ACRES
NET AREA	= 9.478 ACRES
TOTAL LOTS	= 3 LOTS
MIN. LOT WIDTH	= 294.62 FEET
MIN. LOT SIZE	= 2.234 ACRES
AVG. LOT SIZE	= 3.159 Acres
GROSS DENSITY	= 0.302 Lots/Acre

LINE LEGEND

- PRIMARY SURVEYED PARCEL
- ADDITIONALLY INSURED PARCEL (LOT)
- ADDITIONALLY INSURED PARCEL (EASEMENT)
- SECTION LINE
- OFF-SITE PARCEL LINE
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- ZONING ORDINANCE LIMITS
- OVERHEAD UTILITY LINE(S)
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- WATERMAIN
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- UNDERGROUND GAS LINE
- SANITARY SEWER
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- FENCE LINE
- GUARDRAIL

LOT #	LOT SIZE
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3	2.234 ACRES
R.O.W.	0.455 ACRES

REFERENCE BENCHMARK:
WILL COUNTY CONTROL MONUMENT 713 IN THE NORTHWEST CORNER OF THE INTERSECTION OF CHERRY HILL ROAD AND NEW LENOX ROAD.
ELEVATION = 660.45 (NAVD 88)

SITE BENCHMARK:
"OPEN" FLANGE BOLT OF FIRE HYDRANT NORTH SIDE OF MILLS ROAD, NORTH OF THE NORTHEAST CORNER OF SURVEYED PROPERTY.
ELEVATION 659.79 (NAVD 88)

SURVEYOR & ENGINEER:
GEOTECH, INC.
1207 CEDARWOOD DRIVE
CREST HILL, ILLINOIS 60403
(815) 730-1010

OWNER & DEVELOPER:
MARCIANO LUNA
C/O JESUS (JESSIE) LUNA
1924 MIILLS ROAD
JOLIET, ILLINOIS 60433
(815) 919-4992

STATE OF ILLINOIS) ss
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON _____, 2025.

_____
CHAIRPERSON

_____
SECRETARY

STATE OF ILLINOIS) ss
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON _____, 2025.

_____
MAYOR

_____
CITY CLERK

PREPARED BY: _____
CHRISTOPHER M. PAPESH, I.P.L.S. NO. 3369
LICENSE EXPIRATION DATE 11/30/2026
cpapesh@geotechincorp.com

DATE: May 8, 2025

THIS PLAT IS NOT FOR RECORDING

GN20910

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

LUNA ESTATES, A PLANNED UNIT DEVELOPMENT

PRELIMINARY PLAT

DRAWN BY: CP JOB # 20910
CHECKED BY: CP/TC DATE: 05/07/2025

DATE	BY	REVISION
06.09.25	CP	REVISED-CITY REVIEW 1
05.28.25	CP	REVISED TO PUD

FINAL PLAT OF LUNA ESTATES,
A PLANNED UNIT DEVELOPMENT

P.I.N.
30-07-24-300-042-0000
COMMON ADDRESS
1924 MILLS ROAD
JOLIET, IL 60433

LEGAL DESCRIPTION
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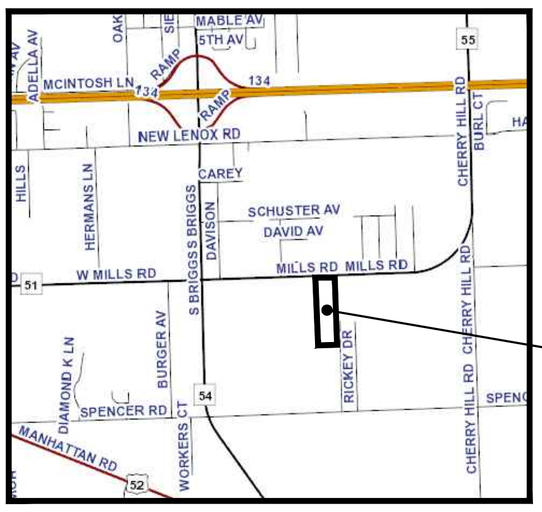

VICINITY MAP

60 0 60 120 180

Scale: 1" = 60'

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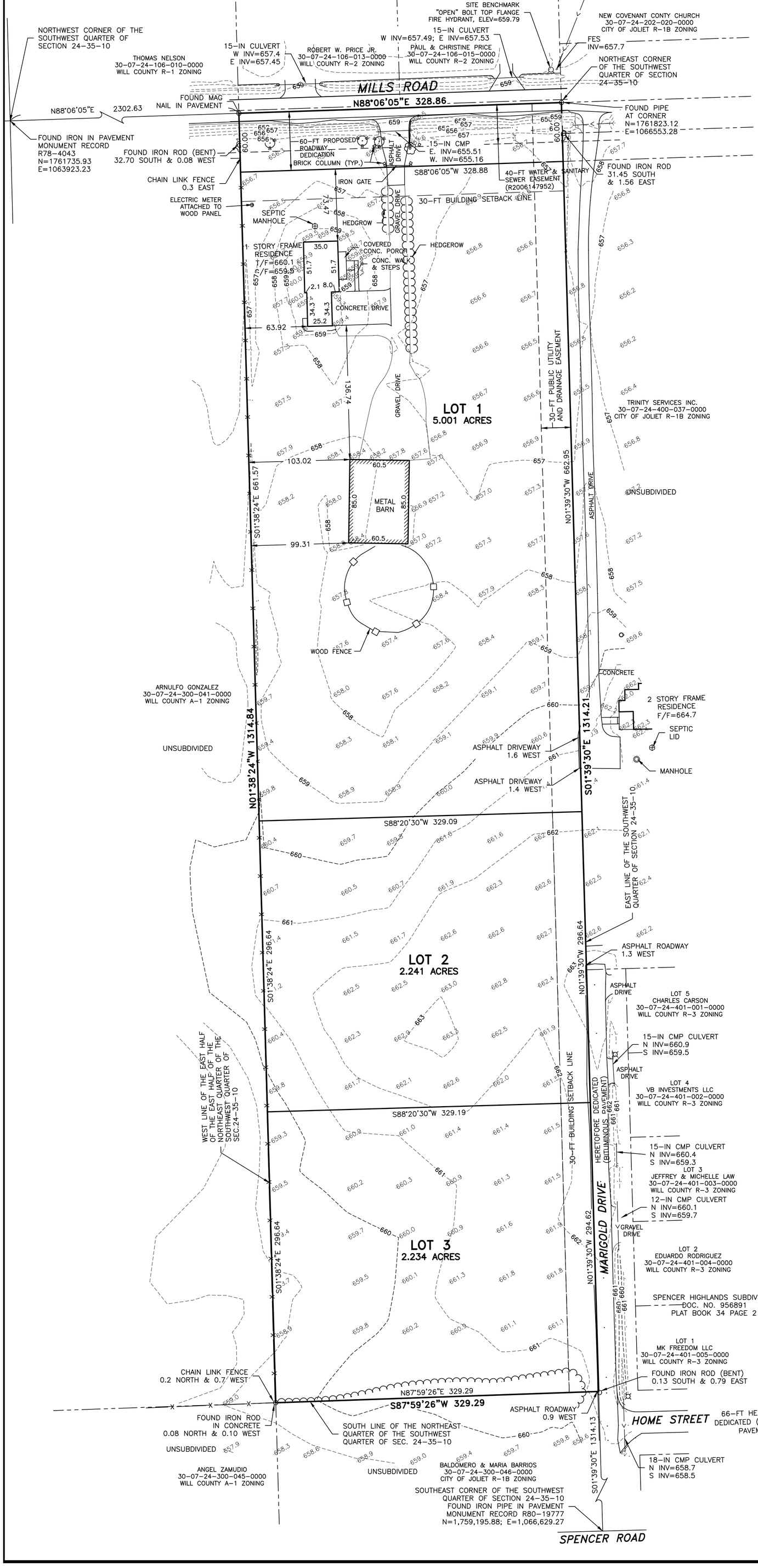

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"OPEN" FLANGE BOLT OF FIRE HYDRANT NORTH SIDE OF MILLS ROAD, NORTH OF THE NORTHEAST CORNER OF SURVEYED PROPERTY.
ELEVATION 659.79 (NAVD 88)

SURVEYOR & ENGINEER:
GEOTECH, INC.
1207 CEDARWOOD DRIVE
CREST HILL, ILLINOIS 60403
(815) 730-1010

OWNER & DEVELOPER:
MARCIANO LUNA
C/O JESUS (JESSIE) LUNA
1924 MIILLS ROAD
JOLIET, ILLINOIS 60433
(815) 919-4992

STATE OF ILLINOIS) ss
COUNTY OF WILL)

APPROVED BY RESOLUTION OF THE CITY OF JOLIET PLAN COMMISSION ON _____, 2025.

_____
CHAIRPERSON

_____
SECRETARY

STATE OF ILLINOIS) ss
COUNTY OF WILL)

APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOLIET ON _____, 2025.

_____
MAYOR

_____
CITY CLERK

PREPARED BY: _____
CHRISTOPHER M. PAPESH, I.P.L.S. NO. 3369
LICENSE EXPIRATION DATE 11/30/2026
cpapesh@geotechincorp.com

DATE: May 8, 2025

THIS PLAT IS NOT FOR RECORDING

GJN20910

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

LUNA ESTATES, A PLANNED UNIT DEVELOPMENT

FINAL PLAT

DRAWN BY: CP JOB # 20910
CHECKED BY: CP/TC DATE: 05/07/2025

DATE	BY	REVISION
06.09.25	CP	REVISED-CITY REVIEW 1
05.28.25	CP	REVISED TO PUD

CASE NO. _____

DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR A PLANNED UNIT DEVELOPMENT
(Check One)

__X__ **Preliminary**
_____ **Final**

NAME OF PUD: Luna Estates PUD

NAME OF PETITIONER: Marciano Luna

HOME ADDRESS: 1924 Mills Road

CITY, STATE, ZIP: Joliet, IL 60432

HOME PHONE: _____

CELL #: 815-919-4992 **E-MAIL**: lunagtomex@sbcglobal.net

BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____

BUSINESS PHONE: _____

INTEREST OF PETITIONER: owner

NAME OF LOCAL AGENT: Jessie Luna

ADDRESS: 1924 Mills Road, Joliet, IL 60432 PHONE: 815-919-4992

OWNER: Marciano Luna

HOME ADDRESS: 1924 Mills Road

CITY, STATE, ZIP: Joliet, IL 60433

HOME PHONE: _____

CELL #: 815-919-4992 **E-MAIL**: lunagtomex@sbcglobal.net

BUSINESS ADDRESS: _____ PHONE: _____

CITY, STATE, ZIP: _____

BUSINESS PHONE: _____

ENGINEER: Geotech Incorporate - Tom Carroll

ADDRESS: 1207 Cedarwood Drive, Crest Hill, IL 60403 PHONE: 815-730-1010

LAND SURVEYOR: Geotech Incorporated - Chris Papesh

ADDRESS: 1207 Cedarwood Drive, Crest Hill, IL 60403 PHONE: 815-730-1010

ATTORNEY: _____

ADDRESS: _____ PHONE: _____

LEGAL DESCRIPTION OF PROPERTY: The east half of the east half of the northeast quarter of the southwest quarter of Section 24, Township 35 North, Range 10 East of the Third Principal Meridian, in Will County, Illiniois

COMMON ADDRESS: 1924 Mills Road, Joliet, IL 60433

PERMANENT INDEX NUMBER (Tax No.): 30-07-24-300-042

SIZE: 10 acres

NO. OF LOTS: 3 - 2 lots for new homes, 1 lot with existing home

PRESENT USE: residential EXISTING ZONING: R-1B

USES OF SURROUNDING PROPERTIES: North: Will County R-1 & R-2

South: Joliet R-1B

East: Joliet R-1B & Will County R-3

West: County A-1

Name of Park District: Joliet Park District

Date Contacted Park District: N/A

Is any open space/park site being offered as part of a preliminary PUD? no

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?

Yes _____ No X If yes, list the Case number and name: _____

Is any variance from the Subdivision Regulations being requested? Yes X No _____

If yes, describe: street lights, ex. road widening, drainage, utilities, trees, sidewalks, site runoff

Attach ten (10) 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: 30-07-24-300-042

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, Marciano D Luna, 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: 5/12/25 Marciano D. Luna
Petitioner's Name

Subscribed and sworn to before me this 12th day of May, 2025

Debra L. Mutz
Notary Public

3-21-26
My Commission Expires:

OFFICIAL SEAL
DEBRA L MUTZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 3/21/26

CASE NO. _____

DATE FILED: _____

CITY PLAN COMMISSION
JOLIET, ILLINOIS

PETITION FOR A PLANNED UNIT DEVELOPMENT
(Check One)

_____ **Preliminary**
__X__ **Final**

NAME OF PUD: Luna Estates PUD

NAME OF PETITIONER: Marciano Luna

HOME ADDRESS: 1924 Mills Road

CITY, STATE, ZIP: Joliet, IL 60432

HOME PHONE: _____

CELL #: 815-919-4992 **E-MAIL**: lunagtomex@sbcglobal.net

BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____

BUSINESS PHONE: _____

INTEREST OF PETITIONER: owner

NAME OF LOCAL AGENT: Jessie Luna

ADDRESS: 1924 Mills Road, Joliet, IL 60432 PHONE: 815-919-4992

OWNER: Marciano Luna

HOME ADDRESS: 1924 Mills Road

CITY, STATE, ZIP: Joliet, IL 60433

HOME PHONE: _____

CELL #: 815-919-4992 **E-MAIL**: lunagtomex@sbcglobal.net

BUSINESS ADDRESS: _____ PHONE: _____

CITY, STATE, ZIP: _____

BUSINESS PHONE: _____

ENGINEER: Geotech Incorporate - Tom Carroll

ADDRESS: 1207 Cedarwood Drive, Crest Hill, IL 60403 PHONE: 815-730-1010

LAND SURVEYOR: Geotech Incorporated - Chris Papesh

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ATTORNEY: _____

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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, Marciano d Luna, 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: 5-12-25 Marciano D. Luna
Petitioner's Name

Subscribed and sworn to before me this 12th day of May, 2025

Debra L. Mutz
Notary Public

3-21-26
My Commission Expires:

OFFICIAL SEAL
DEBRA L MUTZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 3/21/26

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:

1924 Mills Road, Joliet, IL 60433

PIN(s): 30-07-24-300-042

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

Marciano Luna

1924 Mills Road

Joliet, IL 60433

E-MAIL: lunagtomex@sbcglobal.net 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: lunagtomex@sbcglobal.net **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: Marciano d Luna

DATE: 5-12-25

Name, Title, and Telephone Numbers of Person Completing and Submitting This Form:

Marciano Luna

815-919-4992

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Thursday, June 19, 2025

4:00 PM

City Hall, Council Chambers

Plan Commission

Commission Members
Jason Cox
Jeff Crompton
Mike Eulitz
John Kella
Wendell Martin
Roberto Perez
Debbie Radakovich
Brigette Roehr
Michael Turk

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

CALL TO ORDER

ROLL CALL

Present Jason Cox, Jeff Crompton, Mike Eulitz, John Kella, Debbie Radakovich, Brigette Roehr and Michael F. Turk

Absent Wendell Martin and Roberto Perez

ALSO PRESENT: Community Development Director Dustin Anderson, Planning Director Jayne Bernhard, Interim Corporation Counsel Todd Lenzie, Deputy Director of Engineering Sean Mikos, Planner Raymond Heitner, Planner Helen Miller, Civil Engineer Kyle Hinson, Legal Assistant Katy Fyksen, and Community Development Administrative Assistant Lauren Helland

APPROVAL OF MINUTES

Plan Commission Meeting Minutes 5-15-25 **TMP-8604**

Attachments: Plan Commission Meeting Minutes 5-15-25.pdf

A motion was made by Michael F. Turk, seconded by Jeff Crompton, to approve Plan Commission Meeting Minutes 5-15-25. 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

FP-2-25: Final Plat of Cadence Crossings, Unit 1. (West/Northwest of Emerald Drive and South Chicago Street – IL Route 53) (PIN #'s 30-07-28-400-004-0010, 30-07-28-400-004-0020, and 30-07-28-400-004-0030) (COUNCIL DISTRICT # 5) **TMP-8498**

Attachments: FP-2-25 (Cadence Unit 1) Staff Report Packet.pdf

Planning Director Jayne Bernhard read the staff report into the record. Robert Gilbert with Jacob & Hefner Associates, Inc. appeared on behalf of the petition. There were no comments or questions from the Commission. No one from the public spoke in favor of or in opposition to the petition.

A motion was made by Jason Cox, seconded by Brigette Roehr, to approve FP-2-25: Final Plat of Cadence Crossings, Unit 1. (West/Northwest of Emerald Drive and South Chicago Street – IL Route 53) (PIN #'s 30-07-28-400-004-0010, 30-07-28-400-004-0020, and 30-07-28-400-004-0030) (COUNCIL DISTRICT # 5). The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

A-2-25: Annexation of 19535 NE Frontage Road, Classification to R-5 (Multi-Family Residential) Zoning and Approval of an Annexation Agreement. (19535 NE Frontage Road) (PIN # part of 05-06-10-400-034-0000) (COUNCIL DISTRICT #5) **TMP-8606**

PUD-3-25: Preliminary Planned Unit Development of The Preserve Townhomes. (19535 NE Frontage Road) (PIN # part of 05-06-10-400-034-0000) (COUNCIL DISTRICT #5)

Attachments: A-2-25 PUD-3-25 (Preserve Townhomes) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Attorney Nathaniel Washburn with KGG, LLC appeared on behalf of the petition. In response to the Commission's questions, Mr. Washburn discussed the site's access to Frontage Road, access road improvements, traffic studies, and traffic control plan at Frontage Road. Deputy Director of Engineering Sean Mikos explained Frontage Road was controlled by IDOT.

Cheryl Salaiz, Jody Henninger with Clingen Callow & McLean, LLC, Mitch Mariotti with Prairie Materials, Russell Erickson, Robert Larsen, and City of Joliet Councilwoman Jan Hallums Quillman spoke in opposition to the petition.

Mr. Washburn responded to the public comments.

In response to Commissioner Radakovich's questions, Mr. Washburn explained the townhomes would be developed at one time and the garages would be sold separately.

Commissioner Turk inquired whether the market study accounted for the industrial zoning adjacent to the property. Bill Caton, the property's broker, addressed multi-family housing based on the property's location.

Chris Rapp with Prairie Materials spoke in opposition to the petition.

A motion was made by Jason Cox to approve A-2-25 and PUD-3-25. The motion failed for lack of second.

A motion was made by Jeff Crompton, seconded by Michael F. Turk, to deny A-2-25: Annexation of 19535 NE Frontage Road, Classification to R-5 (Multi-Family Residential) Zoning and Approval of an Annexation Agreement. (19535 NE Frontage Road) (PIN # part of 05-06-10-400-034-0000) (COUNCIL DISTRICT #5)

PUD-3-25: Preliminary Planned Unit Development of The Preserve Townhomes. (19535 NE Frontage Road) (PIN # part of 05-06-10-400-034-0000) (COUNCIL DISTRICT #5). The motion carried by the following vote:

Aye: Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Nay: Cox

Absent: Martin and Perez

PUD-4-25: Preliminary Planned Unit Development of Luna Estates. (1924 Mills Road) (PIN # 30-07-24-300-042-0000) (COUNCIL DISTRICT #5) **TMP-8605**

PUD-5-25: Final Planned Unit Development of Luna Estates. (1924 Mills Road) (PIN # 30-07-24-300-042-0000) (COUNCIL DISTRICT #5)

Attachments: PUD-4-25 PUD-5-25 (Luna Estates) Staff Report Packet.pdf

Ms. Bernhard read the staff report into the record. Tom Carroll with Geotech, Inc. appeared on behalf of the petition. There were no comments or questions from the Commission.

Steve Matter and Charlyne Moffett spoke about farm animals. Ms. Bernhard explained how the zoning ordinance applies to the keeping of farm animals. Jesus Luna described the number of horses on the property. An area resident spoke about the subdivision surrounding the petitioner's property. Diane Matter spoke about City sewer and water connection. Ms. Bernhard explained the annexation requirements relating to City sewer and water connection. Charlyne Moffett and an area resident spoke a second time about the subdivision surrounding the petitioner's property.

Mr. Carroll responded to the public comments.

A motion was made by Mike Eulitz, seconded by Debbie Radakovich, to approve PUD-4-25: Preliminary Planned Unit Development of Luna Estates. (1924 Mills Road) (PIN # 30-07-24-300-042-0000) (COUNCIL DISTRICT #5)

PUD-5-25: Final Planned Unit Development of Luna Estates. (1924 Mills Road) (PIN # 30-07-24-300-042-0000) (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

M-1-25: Adoption of the Downtown Joliet Equitable Transit Oriented Development Plan **TMP-8632**

Attachments: M-1-25 - ETOD Plan - Staff Report.docx
FINAL DRAFT_Downtown Joliet ETOD Plan 06-12-2025_reduced file size.pdf

Ms. Bernhard explained the Downtown Joliet Equitable Transit Oriented Development (ETOD) Plan was available on the City's webpage at www.joliet.gov/etod, requested a Plan Commission recommendation for the plan to proceed to City Council adoption on July 14 and 15, and provided an overview of the plan, which included information about the plan's goals, online and in-person engagement opportunities, and the plan's contents.

There were no comments or questions from the Commission.

A motion was made by Brigette Roehr, seconded by Jeff Crompton, to approve M-1-25: Adoption of the Downtown Joliet Equitable Transit Oriented Development Plan. The motion carried by the following vote:

Aye: Cox, Crompton, Eulitz, Kella, Radakovich, Roehr and Turk

Absent: Martin and Perez

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Jason Cox, seconded by Brigette Roehr, 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: 430-25

File ID: 430-25 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/23/2025

Department: **Final Action:**

Title: Ordinance Approving the Preliminary Planned Unit Development of Luna Estates (PUD-4-25)

Agenda Date: 08/05/2025

Attachments: Ordinance - Preliminary PUD Luna Estates.docx, Preliminary Plat PUD Luna Estates.pdf, Plan Commission Staff Report Packet PUD-4-25 Luna Estates.pdf, Plan Commission Minutes 06-19-25.pdf

Entered by: hmiller@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/29/2025	Gina Logalbo	Approve	7/28/2025
1	2	7/30/2025	Dustin Anderson	Approve	7/31/2025
1	3	7/30/2025	Todd Lenzie	Approve	8/1/2025
1	4	8/1/2025	Beth Beatty	Approve	8/1/2025

Memo

File #: 431-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Ordinance Authorizing the Assignment of the Chicago Water Supply Agreement, Related Easements, and Ancillary Permits and Approvals to the Grand Prairie Water Commission

BACKGROUND:
The City of Joliet approved and executed (1) an Intergovernmental Agreement to Establish the Grand Prairie Water Commission dated June 28, 2024, pursuant to which the City has become a member of the Grand Prairie Water Commission (Commission) and (2) the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 pursuant to which the City will purchase Lake Michigan water from the Commission. As part of the initial development of the Commission and its waterworks system the City of Joliet entered into a Water Supply Agreement with the City of Chicago dated May 1, 2023 pursuant to which the City of Chicago has agreed to supply an amount of water sufficient to meet the maximum day demands of not only the City of Joliet but also members of the Grand Prairie Water Commission. The City has also entered into easement agreements with the City of Chicago and obtained certain permits and approvals from Chicago that are required to enable the construction, installation and operation of the facilities to connect the Commission's waterworks system to the City of Chicago water system. In addition, to further enable this development, the City has also entered into an easement agreement for construction easements with the Chicago Park District.

The Chicago Water Supply Agreement provides that it is assignable by the City to the Commission and that the City may also assign some or all of the easements, permits and approvals to the Commission. On October 15, 2024, the Mayor and City Council approved Resolution No. 8078 which determined that it is necessary and appropriate for the City to initiate the process of assignment of the Chicago Water Supply Agreement, easements and ancillaries to the Commission, and directed that the City commence the process of effectuating such an assignment. On October 3, 2024, the Board of Commissioners of the Commission approved Resolution No. 2024-8 which determined that it is necessary and appropriate for the Commission to initiate the process of accepting assignment of the Chicago Water Supply Agreement, easements and ancillaries from the City, and directed that the Commission commence the process of effectuating such an assignment.

This matter will be reviewed by the Public Service Committee.

CONCLUSION:
The City, the Commission and Chicago have engaged in discussions regarding the process for completing the assignment of the Chicago Water Supply Agreement, easements and ancillaries by

the City to the Commission, and the City, the Commission and the Chicago Park District have engaged in discussions regarding the assignment of the Park District easement, and negotiated the terms and conditions of the agreements necessary to complete the assignment process. The City is a party to the first one of those agreements, which is the Assignment and Amendment of Water Supply Agreement - City of Chicago, City of Joliet and Grand Prairie Water Commission (Assignment Agreement), pursuant to which the City will assign to the Commission the Chicago Water Supply Agreement as well as the easements and ancillaries, and all rights duties, obligations, claims and liabilities under these documents, in order to enable the Commission to accomplish its purposes and meet its obligations to the members of the Commission under the Commission Water Supply Agreement, which include the provision of Lake Michigan Water to the City. The City will also sign an assignment of the Park District construction easements to the Commission.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve an ordinance (1) approving the Assignment Agreement in substantially the form attached to the Ordinance as Exhibit 1, (2) approving the assignment of the Park District construction easements in substantially the form attached to the Ordinance as Exhibit 2, and (3) authorizing the Mayor and City Clerk to execute the Assignment Agreement and an assignment of the Park District construction easements, and authorizing the Mayor, City Clerk, and City Manager to take such additional actions as are necessary, to complete the process of the assignment of the Chicago Water Supply Agreement and the easements and ancillaries by the City to the Commission.

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ASSIGNMENT OF THE CHICAGO WATER SUPPLY AGREEMENT, RELATED EASEMENTS, AND ANCILLARY PERMITS AND APPROVALS TO THE GRAND PRAIRIE WATER COMMISSION

WHEREAS, the City of Joliet (***"City"***) has undertaken its Alternative Water Source Program (***"AWSP"***) to obtain a safe, reliable and efficient source of supply of Lake Michigan water for the City and its water customers, including coordination of these efforts with other municipalities in the region to establish a common source of supply and a waterworks system to be operated by a regional water commission; and

WHEREAS, pursuant to Ordinance No. 18660, the City joined with those other municipalities to establish such a water commission by approving and executing (1) an Intergovernmental Agreement to Establish the Grand Prairie Water Commission dated June 28, 2024, pursuant to which the City has become a member of the Grand Prairie Water Commission (***"Commission"***); and (2) the Grand Prairie Water Commission Water Supply Agreement dated July 2, 2024 (***"Commission Water Supply Agreement"***), pursuant to which the City will purchase Lake Michigan water from the Commission; and

WHEREAS, as part of the AWSP, the City entered into a Water Supply Agreement with the City of Chicago dated May 1, 2023 (***"Chicago Water Supply Agreement"***) pursuant to which the City of Chicago (***"Chicago"***) has agreed to supply an amount of water sufficient to meet the anticipated water demands of the City and other municipalities who have joined in establishing the Commission; and

WHEREAS, in order to facilitate the initial development of the Commission waterworks system at the point of connection to the Chicago water system, the City has also entered into two easement agreements with Chicago (***"Chicago Easements"***), and obtained certain permits and approvals from Chicago (***"Ancillaries"***), that are required to enable the construction, installation and operation of the facilities to connect the Commission's waterworks system to the City of Chicago water system (***"Chicago Connection Facilities"***); and

WHEREAS, pursuant to the Chicago Water Supply Agreement, the City has the ability to assign the Chicago Water Supply Agreement to the Commission as well as some or all of the Chicago Easements and Ancillaries; and

WHEREAS, in addition, to further facilitate such development of the Commission waterworks system, the City has also entered into an easement agreement for construction easements with the Chicago Park District (***"Park District Easement"***; the Chicago Easements and the Park District Easement are collectively referred to as the ***"Easements"***), and the City has the ability to assign the Park District Easement to the Commission; and

WHEREAS, pursuant to Resolution No. 8078 approved on October 15, 2024, the Mayor and City Council determined that it is necessary and appropriate for the City to initiate the process of assignment of the Chicago Water Supply Agreement, Easements and Ancillaries to the Commission, and directed that the City commence the process of effectuating such an assignment; and

WHEREAS, pursuant to its Resolution No. 2024-8 approved on October 3, 2024, the Board of Commissioners of the Commission determined that it is necessary and appropriate for the Commission to initiate the process of accepting assignment of the Chicago Water Supply Agreement, Easements

and Ancillaries from the City, and directed that the Commission commence the process of effectuating such an assignment; and

WHEREAS, the City, the Commission and Chicago have engaged in discussions regarding the process for completing the assignment of the Chicago Water Supply Agreement, Chicago Easements and Ancillaries by the City to the Commission, and Joliet, the Commission and the Chicago Park District have engaged in discussions regarding the assignment of the Park District Easement, and negotiated the terms and conditions of the agreements necessary to complete the assignment process; and

WHEREAS, the City is prepared to assign (i) the Chicago Water Supply Agreement, Chicago Easements and Ancillaries to the Commission by entering into the first one of those agreements, which is the Assignment and Amendment of Water Supply Agreement – City of Chicago, City of Joliet and Grand Prairie Water Commission ("Assignment Agreement"), pursuant to which the City will assign to the Commission the Chicago Water Supply Agreement as well as the Chicago Easements and Ancillaries, and (ii) the Park District Easement to the Commission by executing an assignment thereof as described in an amended and restated version of the Park District Easement, and all rights duties, obligations, claims and liabilities under these documents, in order to enable the Commission to accomplish its purposes and meet its obligations to the members of the Commission under the Commission Water Supply Agreement, which include the provision of Lake Michigan water to the City; and

WHEREAS, pursuant to the Assignment Agreement, Chicago and the Commission will enter into amended and restated versions of the Chicago Water Supply Agreement and the Chicago Easements, and pursuant to the terms of the Park District Easement, the Chicago Park District and the Commission will enter into an amended and restated version of the Park District Easement, to complete the assignment process; and

WHEREAS, the Mayor and City Council find and determine that it is in the best interests of the City to approve and enter into the Assignment Agreement in substantially the form attached to and made a part of this Ordinance as Exhibit 1 and to authorize execution of an assignment of the Park District Easement and such other documents and take such other actions as are necessary to complete the assignment process pursuant to Section 22.2 of the Chicago Water Supply Agreement and Section 20(a) of the Park District Easement; and

WHEREAS, the City is a home rule municipality under and by virtue of the Constitution of the State of Illinois.

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 this Ordinance are true, correct and complete and are hereby incorporated into this Section by reference.

SECTION 2: The Assignment Agreement is hereby approved in substantially the form attached to and made a part of this Ordinance as Exhibit 1, and the assignment of the Park District Easement is hereby approved in substantially the form included in the Park District Easement attached to and made a part of this Ordinance as Exhibit 2.

SECTION 3: The Mayor and City Clerk are hereby authorized and directed to execute the Assignment Agreement, the assignment of the Park District Easement, and such other documents as are necessary, and the Mayor, City Clerk and City Manager are hereby authorized to take such additional actions as are necessary, to complete the process of the assignment of the Chicago Water Supply Agreement and the Easements and Ancillaries by the City to the Commission.

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

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

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

PASSED this ___ day of August, 2025.

_____ _____

MAYOR CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

**ASSIGNMENT AND AMENDMENT OF WATER SUPPLY AGREEMENT –
CITY OF CHICAGO, CITY OF JOLIET AND GRAND PRAIRIE WATER COMMISSION**

This Assignment and Amendment of Water Supply Agreement – City of Chicago, City of Joliet and Grand Prairie Water Commission ("Assignment Agreement") is entered into and effective as of August __, 2025, by, between and among the between the CITY OF CHICAGO ("Chicago"), an Illinois municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State, the CITY OF JOLIET ("Joliet"), an Illinois municipal corporation and home rule unit of government under Article VII, Section 6(a) of the Illinois Constitution, and the GRAND PRAIRIE WATER COMMISSION ("Commission"), a regional water commission, municipal corporation, and body politic and corporate established pursuant to the Regional Water Commissions Act, 65 ILCS 5/11-135.5-1 et seq. Together Chicago, Joliet and the Commission shall be referred to as the "Parties", and at times, individually as a "Party".

RECITALS

WHEREAS, Chicago and Joliet are parties to (i) that certain "Water Supply Agreement – City of Chicago and City of Joliet dated May 1, 2023" ("2023 WSA"), pursuant to which Chicago agreed to sell to Joliet and Joliet agreed to purchase from Chicago a supply of Water (as defined in the 2023 WSA) following the design and construction of the necessary New Water Supply Infrastructure (as defined in the 2023 WSA) for the delivery of the Water as provided in the 2023 WSA as well as (ii) Ancillaries (as defined in the 2023 WSA) (collectively sometimes referred to as "2023 WSA and Ancillaries"); and

WHEREAS, the 2023 WSA (i) recognized that Joliet was working with other municipalities in the southwest suburban region to form a regional water commission and (ii) established a process (in Section 22.2 of the 2023 WSA) for the assignment of the 2023 WSA and Ancillaries to such a commission by Joliet if such a commission was established with Joliet as a member; and

WHEREAS, Chicago and Joliet are parties to the following easement agreements entered into in 2023 (collectively, "2023 Easement Agreements"), which are part of the Ancillaries:

- Southwest Pumping Station Site Easement dated as of July 31, 2023, and recorded in the office of the Cook County Clerk as Document No. 2323428018 on August 22, 2023 ("SWPS EA"); and
- Easement Agreement for Durkin Park dated as of July 31, 2023, and recorded in the office of the Cook County Clerk as Document No. 2323428019 on August 22, 2023 ("DP EA");

and

WHEREAS, the Chicago Park District and Joliet entered into that certain Agreement for Construction Easements for Durkin Park dated as of July 31, 2023, and recorded in the office of the Cook County Clerk as Document No. 2323428020 on August 22, 2023, which Agreement provides that it shall be assigned by Joliet to a regional water commission within thirty days after notice from Joliet that such commission will succeed Joliet to the water supply from Chicago; and

WHEREAS, the Commission was established as of June 28, 2024 by the following Illinois municipalities that are now members of the Commission: Village of Channahon, City of Crest Hill, Joliet, Village of Minooka, Village of Romeoville and Village of Shorewood; and

WHEREAS, Joliet and the Commission have each adopted a resolution stating its intent to effectuate the assignment of the 2023 WSA and Ancillaries by Joliet to the Commission; and

WHEREAS, on January 17, 2025, Joliet delivered to Chicago the RWC Assignment Notice as required by Subsection 22.2 of the 2023 WSA, along with a letter identifying issues in the 2023 WSA and Ancillaries that Joliet proposes be amended as part of the assignment of the 2023 WSA and Ancillaries by Joliet to the Commission; and

WHEREAS, Chicago, Joliet and the Commission have engaged in discussions regarding the terms of this Assignment Agreement and proposed amendments to the 2023 WSA and Ancillaries containing mutually agreeable amendments to the 2023 WSA and Ancillaries, and have incorporated those amendments into amended and restated versions of the 2023 WSA and the 2023 Easement Agreements; and

WHEREAS, Chicago, Joliet and the Commission wish to enter into this Assignment for the purpose of (1) transferring the rights, duties, obligations, claims and liabilities of Joliet under the 2023 WSA and Ancillaries to the Commission, and (2) enabling the assumption by the Commission of the rights, duties, obligations, claims and liabilities under the 2023 WSA and Ancillaries, effective as of the date of execution of the amended and restated versions of such documents ("Assignment Date"); and

WHEREAS, the Commission has determined that it is in its best interests to accept assignment of the 2023 WSA and Ancillaries and enter into amended and restated versions of such documents in substantially the forms attached to this Assignment Agreement; and

WHEREAS, Chicago has determined that entering into the amended and restated versions of the 2023 WSA and Ancillaries in substantially the forms attached to this Assignment Agreement is in its best interests and is a function pertaining to its government and affairs; and

WHEREAS, Joliet has determined that entering into this Assignment Agreement is in its best interests and is a function pertaining to its government and affairs;

NOW THEREFORE, in consideration of the mutual agreements, covenants and considerations contained in this Assignment, the Parties agree as follows:

1. Recitals. The recitals set forth above are incorporated in and made a part of this Assignment by this reference.

2. Representations by the Parties Regarding Actions Under the 2023 WSA. The Parties have reviewed the 2023 WSA, and make the following representations in connection with the following provisions of the 2023 WSA:

A. Section 5.1: Chicago and Joliet represent that they have not entered into any amendments to the 2023 WSA as of the date of this Assignment Agreement.

B. Section 5.3: Between May 1, 2023 and the date of this Assignment Agreement: (i) Chicago represents that it has updated Attachment A once, on June 30, 2023; (ii) Joliet represents that it has not updated Attachment B; and (iii) Chicago and Joliet represent that they have not updated Exhibit A.

C. Section 6.1: Joliet has not provided a Notice of Termination pursuant to Section 6.1 of the 2023 WSA.

D. Section 6.4: Neither Joliet nor the Commission have entered into a contract to secure water on a non-emergency basis from an alternative water source other than Chicago.

E. Section 6.5: Neither Joliet nor Chicago have provided a Termination Notice for Default to the other under the 2023 WSA.

F. Section 8.4: Chicago and Joliet agree that they have collaborated to develop a Completion Schedule for the Project Elements and have engaged in discussions regarding development of the Start-up and Commissioning Plan. The collaboration has included discussions at technical coordination meetings between Chicago and Joliet, monthly meetings regarding activities pursuant to the 2023 WSA, itemization in meeting agendas and minutes, and communications about periods of use of easement areas by Chicago and the Commission.

G. Section 8.6: Chicago has designated Hans Krueger and Joliet has designated Rebecca Nagy as their respective primary key representatives for the review process for design of Project Elements in Chicago.

H. Section 8.7: Joliet completed field investigations prior to the 2023 WSA and, on information and belief, has performed no additional field investigations during the Term of the 2023 WSA.

I. Section 8.8: As required by Subsection A, Chicago has provided to Joliet a list of all permits and approvals necessary for each Project Element (other than the Tunnel Connection) and will update the list from time to time as design and construction of the Chicago Connection Facilities progresses. As required by Subsection B, prior to the date of this Assignment Agreement, Chicago and Joliet have collaborated with, and supported and assisted, each other in connection with obtaining any approvals and authorizations necessary for the construction of the Project Elements for which the other party is responsible, and Chicago and the Commission will continue such collaboration, support and assistance as provided in Section 8.8 and Exhibit E.

J. Section 8.9: Chicago and Joliet agree that, between the Effective Date of the 2023 WSA and the date of this Assignment Agreement, (i) Joliet, acting as Program Manager for the Commission, has conducted the bidding and Contractor selection process for the contract for the Tunnel Extension pursuant to the laws applicable to Joliet and in compliance with the requirements of Chicago as listed in Section 8.9 and has provided copies of the forms of bidding process documents for the Tunnel Extension for Chicago's review and input, and (ii) Chicago has reviewed and provided comments to Joliet on those documents.

K. Section 8.10: As of the date of this Assignment Agreement, for the Tunnel Extension, Chicago has appointed its Chicago Project On-Site Representative and, in its role as Program Manager for the Commission, Joliet has appointed the Joliet Project On-Site Representative.

L. Section 8.15: Chicago and Joliet (and, after its formation, the Commission through its Program Manager) represent that they have coordinated regarding, and participated in, communications and public education and outreach about the design and construction of the Project Elements within Chicago's corporate boundaries, including without limitation the following: quarterly meetings open to residents of the neighborhood; the Scottsdale Neighborhood Group, meetings with the office of the Alderman for Chicago's 18th Ward, meetings with the principal of Durkin Elementary School, and meetings with representatives of St. Bede's Parish. Chicago represents that it has been primarily responsible for these types of communication and public education and outreach, including with Chicago's Director of

Public Affairs and Deputy Commissioner, Regional Partnerships (both in the DWM), and the office of Chicago's 18th Ward Alderman.

M. Section 9.2: Joliet has provided, and Chicago has received, the Notice required by Subsection 9.2.A.i for the Tunnel Extension, Low Service Pump Station and Chicago Service Valve and the written financing plan to procure Joliet Sufficient Financing required by Subsection 9.2.B.i. Chicago has provided, and Joliet has received, the written financing plan to procure Chicago Sufficient Financing for the Tunnel Extension, Low Service Pump Station and Chicago Service Valve required by Section 9.2.B.ii.

N. Sections 9.3: Chicago has not provided a Notice of inability to obtain Chicago Sufficient Financing.

O. Sections 9.4: Joliet has not provided a Notice of inability to obtain Joliet Sufficient Financing.

P. Section 9.5: Joliet and Chicago have provided each other a status of the procurement of the Joliet Sufficient Financing and the Chicago Sufficient Financing, respectively, on a regular basis during monthly meetings held between Joliet and Chicago to facilitate implementation of the 2023 WSA.

Q. Section 9.7: As required by Subsection 9.7.A, Chicago represents that it has obtained a line of credit with PNC Bank for an amount up to seventy-five million dollars ($75,000,000.00) for payments Chicago will be required to make for the Joliet-Constructed Chicago New Water Supply Infrastructure Cost. As recognized by Subsection 9.7.C, Chicago represents that has adopted its existing appropriation of sixty-five million dollars ($65,000,000.00) for payment for the Commission-Constructed Chicago New Water Supply Infrastructure Costs and if this amount is likely to be exceeded, Chicago will present an additional appropriation for such Costs to the Chicago City Council for consideration and approval.

R. Section 10.2: In connection with Durkin Park and the Durkin Site:

i. The Parties acknowledge and agree that pursuant to Subsection 10.2.A, Chicago has acquired title to the Durkin Site from CPD pursuant to and in accordance with the terms of the IGA, for use in support of the Chicago Water System, specifically for the construction and operation of the Suction Well.

ii. The Parties acknowledge and agree that pursuant to Subsection 10.2.C, Chicago and CPD have entered into that certain Lease dated July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2321357007 on August 1, 2023), whereby Chicago leased a portion of the surface area of the Durkin Site to CPD to ensure the continued use of the Durkin Site as a public park.

iii. The Parties acknowledge and agree that pursuant to Subsection 10.2.D, Chicago has granted an easement to Joliet pursuant to the Durkin Site Easement dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428019 on August 22, 2023).

iv. The Parties acknowledge and agree that pursuant to Subsection 10.2.F, Joliet has entered into a Durkin Temporary Construction Easement Agreement with Chicago Park District dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428020 on August 22, 2023).

S. Section 10.3: The Parties acknowledge and agree that pursuant to Section 10.3, Chicago and Joliet have entered into the Southwest Pumping Station Site Easement dated as

of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428018 on August 22, 2023).

T. Section 10.4: The Parties acknowledge and agree that pursuant to Subsection 10.4,B, Joliet has paid to the Chicago Park District, and the Chicago Park District has received, (i) the agreed-upon valuation of the Durkin Temporary Construction Easement Area in the amount of $112,617.00, and (ii) the aggregate amount of $1,750,000.00. As required by Subsection 10.4.C, Joliet has paid to Chicago, and Chicago has received, the agreed-upon valuation of the easements on (i) the Southwest Pumping Station Site in the amount of $549,425.00, and (ii) the Durkin Site in the amount of $430,275.00.

U. Section 12.1: The Parties acknowledge and agree that Chicago has not requested a copy of any water rate schedule from Joliet.

V. Section 12.2: Joliet provided to Chicago, and Chicago received from Joliet, copies of water supply contracts with Joliet's Subsequent Purchasers.

W. Section 12.3: The Parties acknowledge and agree that Chicago has not requested total water storage capacity information from Joliet between May 1, 2023 and the date of this Assignment Agreement.

X. Section 14.7: The Parties acknowledge and agree that Chicago has provided, and Joliet has received finished Water for use for harvested pipe testing for the water source transfer plan.

Y. Section 15.4: The Parties acknowledge and agree that Chicago and Joliet have not entered into the shared use agreement to be entered into pursuant to Section 15.4.A.

Z. Section 16.2: Joliet has provided information to Chicago about the proposed Measuring Devices required by Section 16.2 on the 90% design plans provided by Joliet to Chicago for the Low Service Pump Station and High Service Pump Station (including the Meter Vault). Chicago has reviewed this information and has found that the Measuring Devices shown on the plans to be acceptable. Chicago acceptance of ownership is subject to the Start-Up and Commissioning Plan as defined in the amended and restated 2023 WSA.

AA. Subsection 17.5.B.ii: Chicago did not share Cost of Service information for the 2021 Rate Year with any wholesale customers. The latest cost of service information shared with Joliet, DuPage Water Commission, Northwest Suburban Municipal Joint Action Water Agency , and Village of Oak Lawn was for Rate Year 2019.

BB. Article 20: The Parties acknowledge and agree that neither Chicago nor Joliet have committed a Default under the 2023 WSA or identified any Default by the other Party under the 2023 WSA as of the date of this Assignment Agreement.

CC. Section 21.3: Joliet has not engaged in any activity during Phase I that requires the submission of evidence of insurance pursuant to Subsection 21.3.A. Joliet has provided to Chicago, and Chicago has received, evidence of insurance and surety performance bond of the contractor for the Tunnel Extension (Michels Trenchless, Inc.) and such insurance and performance bond meets the requirements of Subsection 21.3.B.

DD. Section 22.2: The Parties acknowledge and agree that this Assignment Agreement is the "Assignment of Water Supply Agreement-City of Chicago and City of Joliet" required by Section 22.2 in connection with the assignment of the 2023 WSA and Ancillaries by Joliet to the Commission.

EE. Section 24.2: The Parties acknowledge and agree that an Advisory Council has been established prior to the date of this Assignment Agreement and is named and referred to as the "Chicago Water Partners Advisory Council."

FF. Article 25: The Parties acknowledge and agree that neither Chicago nor Joliet has notified the other Party of any request for indemnification under the 2023 WSA.

GG. Article 26: The Parties acknowledge and agree that neither Chicago nor Joliet has notified the other Party of a Force Majeure affecting its ability to perform its obligations under the 2023 WSA.

HH. Exhibit D, Section 1: The Parties acknowledge and agree that design submittals for the Tunnel Connection were submitted by Chicago to Joliet for review at each of the specified levels: 30%, 60%, 90%, and 100% pre-final. Comments have been provided by and resolved between Parties at each of these levels and Chicago is preparing a revised 100% design submittal for final review. ***[Note: If the 100% final plans are approved before the "closing" the Parties agree this subsection can be replaced with the following: "***The Parties acknowledge and agree that design submittals for the Tunnel Connection were submitted by Chicago to Joliet for review at each of the specified levels: 30%, 60%, 90%, and 100%. Comments have been provided by and resolved between Parties at each of these levels and all design submittals have been approved."***]***

II. Exhibit D, Section 3.A: The Parties acknowledge and agree that, prior to the date of this Assignment Agreement, design submittals for the Tunnel Extension were submitted to Chicago for review at each of these specified levels: 30%, 60%, 90%, 100%. Chicago and Joliet agree that the Tunnel Extension 100% design submittal has been approved by Chicago and the Commission has adopted that design.

JJ. Exhibit D, Section 3.B: The Parties acknowledge and agree that, prior to the date of this Assignment Agreement, design submittals for each of the Low Service Pump Station and Chicago Service Valve were submitted to Chicago for review at each of these specified levels: 30%, 60%, and 90%. Chicago and Joliet agree that the Low Service Pump Station and Chicago Service Valve: (i) 90% design submittals have been submitted by Joliet, reviewed by Chicago and Joliet has submitted proposed resolutions to Chicago's comments, and formal sign-off by Chicago is pending, and (ii) 100% design submittals have been submitted by Joliet and are under review by Chicago. Chicago has approved, and the Commission has adopted, the design in the 30% and 60% design submittals***. [Note: If the 90% plans are approved before the "closing" the Parties agree they will delete the clause about the review and commenting on the 90% plans and change the last sentence to read as follows:*** Chicago has approved, and the Commission has adopted, the design in the 30%, 60% and 90% design submittals.***]***

KK. Exhibit D, Section 4.A: Chicago and Joliet agree that, prior to the date of this Assignment Agreement, design documents for each of the Meter Vault, Suction Well and High Service Pump Station were submitted to Chicago for review at each of these specified levels: 30%, 60%, and 90%. These design documents contained information only about the general site layout, site use, air gaps and meter layout for each of the Meter Vault, Suction Well and High Service Pump Station, and did not include information about construction within the High Service Pump Station. Chicago and Joliet agree that Meter Vault, Suction Well and High Service Pump Station: (i) 90% design submittals (which were limited as described above) have been submitted by Joliet and are currently under review by Chicago, and (ii) 100% design submittals (which were limited as described above) have been submitted by Joliet and are under review by Chicago. Chicago has approved, and the Commission has adopted, the design in the 30% and 60% design submittals (which were limited as described above)***.***

[Note: If the 90% design submittals are approved before the "closing" the Parties agree they will delete the clause about the review of the 90% design submittals and replace the last sentence to read as follows: Chicago has approved, and the Commission has adopted, the design in the 30%, 60% and 90% design submittals (which were limited as described above).***]***

3. Representations by the Parties Regarding Actions Under the Ancillaries. The Parties have reviewed the Ancillaries, and make, and acknowledge and agree with, the following representations in connection with the following provisions of those documents:

A. SWPS EA Section 3(e): Joliet has paid to Chicago the agreed-upon valuation of the easements on the Southwest Pumping Station Site in the amount of $549,425.00.

B. SWPS EA Section 3(g): Chicago has shared information with Joliet about the location of the existing 17-foot diameter CS-2 tunnel shaft located north of the Southwest Pumping Station. Chicago will locate and mark the CS-2 tunnel shaft in the field. The Commission will verify this has been done

C. SWPS EA Section 4(a): Joliet has provided plans and specifications to Chicago and Chicago has received and approved such plans and specifications, as described in Section 3.II, JJ, and KK of this Assignment Agreement.

D. SWPS EA Section 4(h): Joliet has not performed any environmental investigations on the Easement Areas subsequent to July 31, 2023.

E. DP EA Section 3(d): Joliet has paid to Chicago the agreed-upon valuation of the easements on the Durkin Site in the amount of $430,275.00.

F. DP EA Section 4(a): Joliet has provided plans and specifications to Chicago and Chicago has received and approved such plans and specifications, as described in Section 3.II, JJ and KK of this Assignment Agreement.

G. DP EA Section 4(i): Joliet has not performed any environmental investigations on the Easement Area subsequent to July 31, 2023.

H. DP EA Section 5(c): Chicago has provided a copy of the Lease to Joliet. Chicago represents that no amendments have been made to the Lease other than the amendment that is proposed to be entered into concurrent with this Assignment Agreement.

4. Assignment and Assumption.

A. Assignment by Joliet. Joliet hereby agrees to assign all of its rights, duties, obligations, claims and liabilities under the 2023 WSA and Ancillaries, including the 2023 Easement Agreements, to the Commission, and its rights, duties, obligations, claims and liabilities shall be considered assigned to, and assumed by, the Commission upon execution of this Assignment Agreement by the Parties to this Assignment Agreement and execution by Chicago and the Commission of the amended and restated versions of the 2023 WSA and the 2023 Easement Agreements as attached to this Assignment as Exhibits A, B and C. Assignment of Ancillaries other than the 2023 Easement Agreements will be effective upon execution of this Assignment Agreement by the Parties.

B. Acceptance of Assignment by the Commission; Acknowledgement by Joliet. The Commission hereby acknowledges and agrees to assume all of the rights, duties, obligations, claims and liabilities of Joliet under (i) the 2023 WSA and the 2023 Easement Agreements as well as those agreements as they are amended and restated in Exhibits A, B and C and to

execute the amended and restated versions thereof as attached to this Assignment Agreement as Exhibits A, B and C and (ii) any Ancillaries (other than the 2023 Easement Agreements). The Commission hereby releases Joliet from any claims or liability under the 2023 WSA and 2023 Easement Agreements and any Ancillaries, and after the date of this Assignment Agreement under each of such amended and restated versions of the 2023 WSA and the 2023 Easement Agreements, as well as any Ancillaries. Joliet acknowledges and agrees to the Commission's assumption of all such rights, duties, obligations, claims and liabilities and the Commission's release of Joliet therefrom.

C. Acceptance of Assignment by Chicago. Chicago hereby acknowledges and agrees to the Commission's assumption of the rights, duties, obligations, claims and liabilities under (i) the 2023 WSA and the 2023 Easement Agreements as well as those agreements as they are amended and restated in Exhibits A, B and C and to execute the amended and restated versions thereof as attached to this Assignment Agreement as Exhibits A, B and C, and (ii) any Ancillaries (other than the 2023 Easement Agreements). Chicago releases Joliet from any duties, obligations, claims or liability under the 2023 WSA and 2023 Easement Agreements and any Ancillaries, and after the date of this Assignment Agreement, under the amended and restated versions thereof as attached to this Assignment Agreement as Exhibits A, B and C of the 2023 WSA and the 2023 Easement Agreements, as well as any assigned Ancillaries.

5. Exclusion from Assignment. Chicago and Joliet have previously entered into the four non-disclosure and confidentiality agreements listed below, which are not considered to be Ancillaries under the 2023 WSA:

A. Confidentiality and Non-Disclosure Agreement dated May 6, 2020;
B. Confidentiality and Non-Disclosure Agreement dated October 27, 2020;
C. Confidentiality and Non-Disclosure Agreement for Cost of Service Studies dated March 25, 2021; and
D. Confidentiality and Non-Disclosure Agreement dated April 26, 2021.

Subsequent to the Closing Date, Chicago, Joliet and the Commission agree to review these agreements and determine how to address the handling of confidential information of each entity going forward. The necessary modifications will be completed by October 31, 2025, or such other date as is mutually agreed by the Parties.

6. Closing Date. The Parties agree to provide the documents required under Subsections 22.2.C(iv) and (v) of the 2023 WSA, and Chicago and the Commission agree to execute the amended and restated versions attached to this Assignment Agreement as Exhibits A, B and C, all to be concurrent with the date of execution of this Assignment Agreement, which date shall be considered the "Closing Date" for the RWC Assignment under the 2023 WSA.

7. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Assignment Agreement.

[signature pages follow]

IN WITNESS OF THIS ASSIGNMENT AGREEMENT, the City of Chicago, the City of Joliet and the Grand Prairie Water Commission have caused this Assignment Agreement to be executed by their respective officials and as of the date and year written on the first page hereof.

CITY OF CHICAGO,
an Illinois home rule municipal corporation

By: _____
Alfonzo Conner
Commissioner
Department of Water Management

IN WITNESS OF THIS ASSIGNMENT AGREEMENT, the City of Chicago, the City of Joliet and the Grand Prairie Water Commission have caused this Assignment Agreement to be executed by their respective officials and as of the date and year written on the first page hereof.

CITY OF JOLIET, an Illinois home rule municipal corporation

By: _____
Terry D'Arcy
Mayor

ATTEST:

By: _____
Lauren O'Hara
City Clerk

IN WITNESS OF THIS ASSIGNMENT AGREEMENT, the City of Chicago, the City of Joliet and the Grand Prairie Water Commission have caused this Assignment Agreement to be executed by their respective officials and as of the date and year written on the first page hereof.

GRAND PRAIRIE WATER COMMISSION,
a regional water commission, municipal
corporation, and body politic and corporate

By: _____
Clarence C. DeBold
Chair

ATTEST:

By: _____
John D. Noak
Secretary

EXHIBITS

A First Amended and Restated Water Supply Agreement Between City of Chicago and Grand Prairie Water Commission

B. First Amended and Restated Easement Agreement for Two (2) Permanent Easements and Seven (7) Temporary Easements at the City of Chicago Southwest Pumping Station Property Between City of Chicago and Grand Prairie Water Commission

C. First Amended and Restated Easement Agreement for Durkin Park Between City of Chicago and Grand Prairie Water Commission

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FIRST AMENDED AND RESTATED

WATER SUPPLY AGREEMENT

CITY OF CHICAGO

and

GRAND PRAIRIE WATER COMMISSION

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This First Amended and Restated Water Supply Agreement ("Agreement") is entered into as of August __, 2025 ("Effective Date"), by and between the City of Chicago ("Chicago"), an Illinois municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State, and the Grand Prairie Water Commission ("Commission"), a regional water commission, municipal corporation, and body politic and corporate established pursuant to the Regional Water Commissions Act, 65 ILCS 5/11-135.5-1 *et seq*. Together Chicago and the Commission shall be referred to as the "Parties", and at times, individually a "Party". This Agreement is authorized by an ordinance adopted by the Chicago City Council on April 19, 2023, and by an ordinance adopted by the Commission's Board of Commissioners on August __, 2025.

RECITALS

WHEREAS, Chicago is the owner and operator of the Chicago Water System; and

WHEREAS, six municipalities in the southwest suburban region of the State have entered into the Commission IGA: the Village of Channahon, the City of Crest Hill, the City of Joliet, the Village of Minooka, the Village of Romeoville, and the Village of Shorewood (collectively, "Members"); and

WHEREAS, Joliet, the other Members as well as other municipalities in the southwest suburban region engaged in discussions between 2018 and 2024 to determine whether it was appropriate and cost-effective to establish an intergovernmental organization to address their common concerns regarding their respective water supplies, and jointly entered into the Commission IGA to form the Commission to address their concerns;

WHEREAS, pursuant to the Commission IGA, the Grand Prairie Water Commission was established by the Members as of June 28, 2024 for the purpose of providing adequate supplies of water on an economical and cost-effective basis for the Members of the Commission, including without limitation providing a joint waterworks system and common source of water supply for the use of the Commission Members; and

WHEREAS, the Commission was formed because the Members determined that they will be unable to meet their maximum day water demands due to the available yield of groundwater from the Cambrian-Ordovician aquifer, such as Joliet, which determined that its existing water source, the deep groundwater aquifer, will be depleted to the point of not being able to meet Joliet's maximum day water demands by the year 2030, and declining quality of groundwater available from the shallow wells in the Silurian Dolomite aquifer; and

WHEREAS, Joliet conducted a comprehensive, multi-phase alternative water source study beginning in July 2018 which evaluated all possible water source alternatives including groundwater, rivers and Lake Michigan; and

WHEREAS, Joliet determined that purchasing water from the Chicago Department of Water Management will protect the public health, safety and welfare, and provide a sustainable, reliable, high-quality water supply for the City of Joliet that can be ready to deliver Lake Michigan water to the Joliet water system by the year 2030; and

WHEREAS, each of the Members has received a State Water Allocation from IDNR as set forth in Exhibit A; and

WHEREAS, Chicago and Joliet executed a Preliminary Agreement with Respect to an Anticipated Water Supply Agreement on March 17, 2021; and

WHEREAS, Chicago and Joliet entered into that certain Water Supply Agreement – City of Chicago and City of Joliet dated May 1, 2023 ("2023 WSA"), pursuant to which Chicago agreed to furnish a supply of Water to Joliet in a sufficient quantity for the Joliet Water System to supply Water to Joliet's retail and wholesale customers and for Joliet's use in its municipal facilities; and

WHEREAS, Section 22.2 of the 2023 WSA provided that upon the formation of a regional water commission of which Joliet was a member, Joliet shall assign the 2023 WSA to that regional water commission, and Grand Prairie Water Commission is such a regional water commission; and

WHEREAS, the Commission has determined that it is in its best interests to accept assignment from Joliet of (1) the 2023 WSA and enter into an amended and restated version of the 2023 WSA that includes amendments to reflect various modifications pertaining to the relationship between Chicago and the Commission and (2) the Ancillaries; and

WHEREAS, in order for Chicago to supply Water to the Commission, the Parties desire to establish the New Water Supply Infrastructure; and

WHEREAS, the Parties anticipate the Chicago New Water Supply Infrastructure and the Commission New Water Supply Infrastructure will be located within the Chicago corporate boundaries and the New Water Supply Infrastructure will be located both within and outside the Chicago corporate boundaries; and

WHEREAS, the Parties have agreed to cooperate in a coordinated approach to the design, financing and construction of the required New Water Supply Infrastructure located within the Chicago corporate boundaries, which is the Chicago New Water Supply Infrastructure and the Commission New Water Supply Infrastructure, and the Commission will design, finance and construct the remainder of the required New Water Supply Infrastructure located outside Chicago corporate boundaries, in order to enable Chicago to provide a supply of Water to the Commission by the Targeted Water Delivery Date, as provided in the terms of this Agreement; as well as to protect the Chicago Water System and maintain Chicago's provision of Water supply to the Chicago Customers; and

WHEREAS, to allow construction of portions of the Chicago New Water Supply Infrastructure and the Commission New Water Supply Infrastructure to enable Chicago's delivery of Water to the Commission, Chicago, Joliet and the Chicago Park District previously reached agreement as to the necessary interests in land to be conveyed and the appropriate terms and conditions for conveyance of those interests; and

WHEREAS, the Parties anticipate a portion of the New Water Supply Infrastructure will be constructed on the Southwest Pumping Station Site and the Commission has determined that it is in its best interests to accept assignment of, and enter into, the Southwest Pumping Station Site Easement; and

WHEREAS, the Parties anticipate a portion of the New Water Supply Infrastructure will be constructed on the Durkin Site located within Durkin Park and the Commission has determined that it is in its best interests to accept assignment of, and enter into, the Durkin Site Easement and the Durkin Temporary Construction Easement Agreement; and

WHEREAS, Chicago intends to finance the Tunnel Connection to be constructed by Chicago pursuant to the terms of this Agreement, but paid for by the Commission as part of the cost of service; and

WHEREAS, the Commission intends to finance and pay for the Commission New Water Supply Infrastructure to be constructed by the Commission pursuant to the terms of this Agreement; and

WHEREAS, Chicago intends to finance those portions of the Chicago New Water Supply Infrastructure to be constructed by the Commission through a coordinated arrangement for financing and construction, but paid for by the Commission as part of the cost of service; and

WHEREAS, the Parties have agreed to cooperate in developing a coordinated approach to the operation and maintenance of the portions of the New Water Supply Infrastructure located within the Chicago corporate boundaries; and

WHEREAS, the Parties acknowledge that Chicago and the Commission agree to work together in a coordinated approach to meet the long-term water supply needs of the Commission's members and the surrounding southwest suburban region; and

WHEREAS, the Parties have agreed that the cost of Water to be charged by Chicago to the Commission will be based on the then generally recognized principles and practices in the American Water Works Association Manual of Water Supply Practices M1, Principles of Water Rates, Fees, and Charges; and

WHEREAS, the Chicago Water customers, both retail and wholesale, will benefit from the Commission's utilization of a portion of the existing capacity in the Chicago Water System and the payments made by the Commission for the provision of Water from that existing capacity; and

WHEREAS, the Parties are committed to a transparent and collaborative long-term relationship for a supply of Water to the Commission and Chicago has agreed to assist the Commission in matters necessary and appropriate for implementation of this Agreement; and

WHEREAS, Chicago has established the Advisory Council as part of its commitment to deepening regional cooperation and collaboration, as such collaboration efforts are reflected in this Agreement and specifically in Section 24.2; and

WHEREAS, pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970, a home rule unit of government may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, morals, and welfare, and Chicago is a home rule unit; and

WHEREAS, pursuant to the RWC Act, the Commission has the power to accept the assignment of a water supply contract from a member of the Commission, and to accept and perform the duties and obligations of the contract and make all payments required pursuant to such an assigned contract; and

WHEREAS, Chicago hereby determines that the Commission's purchase of Water from Chicago and Chicago's sale of Water to the Commission, including the Parties' negotiating and entering into this amended and restated Agreement with the Commission is a function pertaining to Chicago's government and affairs; and

WHEREAS, the Commission hereby determines it is within its powers granted in the RWC Act and other statutory and constitutional provisions to accept assignment of the 2023 WSA from Joliet and enter into an amended and restated version of the 2023 WSA that includes amendments to reflect various modifications pertaining to the relationship between Chicago and the Commission;

NOW THEREFORE, the Parties, in consideration of the premises and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

AGREEMENT

ARTICLE 1. INCORPORATION OF RECITALS

1.1. Recitals. The recitals set forth above are incorporated in and made a part of this Agreement by this reference.

1.2. Assignment. The Parties agree that, pursuant to that certain "Assignment and Amendment of Water Supply Agreement – City of Chicago, City of Joliet and Grand Prairie Water Commission" dated August __, 2025, ("Assignment Agreement"):

A. Joliet has assigned to the Commission all of its rights, duties, obligations, claims and liabilities under the 2023 WSA and Ancillaries, including the 2023 Easement Agreements; and

B. The Commission has accepted that assignment and has accepted and assumes all of the rights, duties, obligations, claims and liabilities of Joliet under (i) the 2023 WSA and the Durkin Site Easement, the Durkin Temporary Construction Easement Agreement, and the Southwest Pumping Station Site Easement as well as those agreements as they are amended and restated in Exhibits A, B and C to the Assignment Agreement and (ii) any Ancillaries (other than the Durkin Site Easement, the Durkin Temporary Construction Easement Agreement, and the Southwest Pumping Station Site Easement); and

C. Chicago has agreed to the Commission's assumption of all of the rights, duties, obligations, claims and liabilities of Joliet under (i) the 2023 WSA and the Durkin Site Easement, the Durkin Temporary Construction Easement Agreement, and the Southwest Pumping Station Site Easement as well as those agreements as they are amended and restated in Exhibits A, B and C to the Assignment Agreement and (ii) any Ancillaries (other than the Durkin Site Easement, the Durkin Temporary Construction Easement Agreement, and the Southwest Pumping Station Site Easement); and

D. As a part of that assignment, Chicago and the Commission agreed to execute and enter into (i) this First Amended and Restated Water Supply Agreement to implement that assignment, which contains necessary modifications to the 2023 WSA and (ii) the Durkin Site Easement, the Durkin Temporary Construction Easement Agreement, and the Southwest Pumping Station Site Easement as they are amended and restated in Exhibits A, B and C to the Assignment Agreement, in order to enable Chicago and the Commission to proceed with the sale of Water by Chicago to the Commission and the purchase of Water by the Commission from Chicago.

1.3 Performance of Actions and Obligations. Through their execution of the Assignment Agreement, Chicago and the Commission recognize and agree that (i) between the Original Effective Date and the Effective Date, certain actions described in the Assignment

Agreement were taken and obligations performed by Chicago, Joliet and the Commission pursuant to the 2023 WSA and the Durkin Site Easement, the Durkin Temporary Construction Easement Agreement, and the Southwest Pumping Station Site Easement and (ii) from and after the Effective Date, the Commission will become the purchaser of Water from Chicago under this First Amended and Restated Water Supply Agreement and the holder of the rights granted in the Durkin Site Easement, the Durkin Temporary Construction Easement Agreement, and the Southwest Pumping Station Site Easement in connection with this First Amended and Restated Water Supply Agreement.

ARTICLE 2. RULES OF INTERPRETATION/CONSTRUCTION OF THIS AGREEMENT

2.1. References to Provisions and Exhibits. All references in this Agreement to an Article, Section, Subsection, Attachment or Exhibit mean and refer to an Article, Section or Subsection of, or Attachment to or Exhibit to, this Agreement, unless otherwise expressly provided.

2.2. Article and Section Headings; Other Headings. Article headings, Section headings or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

2.3. Exhibits and Attachments. All attachments and exhibits attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

2.4. Successor Statutes and Regulations; Renamed Sites and Facilities.

A. If substantive provisions of statutory or regulatory provisions referred to in this Agreement are relocated to another reference, such as due to a recodification of laws, the Parties intend that such references will mean and refer to the statutory or regulatory provisions at their new locations.

B. If the name of a site or facility referred to in this Agreement is modified or changed, the Parties intend that such references will mean and refer to the site or facility in its changed or modified name.

2.5. Year. References to “year” mean and refer to a calendar year unless the context specifically refers to a Water Year or Rate Year (as defined in Article 3).

2.6. Successor Titles or Positions. If any title of an official, officer or department head referred to in this Agreement is modified, changed or if the referenced position is changed or is succeeded, the Parties intend that the subject title or position will mean and refer to the title or position, as modified or succeeded.

2.7. Capitalized Terms. Capitalized terms in this Agreement will have the meanings ascribed to them in Article 3, unless otherwise provided.

ARTICLE 3. DEFINITIONS

Certain capitalized terms in this Agreement shall have the meanings ascribed to them below. Other capitalized terms not defined in the main body of this Agreement shall have the meanings ascribed to them in the Easements.

“2023 WSA” means that certain Water Supply Agreement – City of Chicago and City of Joliet dated May 1, 2023.

“68th Street/Dunne Crib Complex” means the Water intake crib complex consisting of the 68th Street Crib and the Edward F. Dunne Crib located in Lake Michigan, which provides intake of Water for the Eugene Sawyer Water Purification Plant and associated tunnels beneath Lake Michigan connecting the 68th Street Crib and the Edward F. Dunne Crib to the Eugene Sawyer Water Purification Plant.

"AAR” shall have the meaning given to such term in Subsection 17.4.A(iii).

“AC Governing Documents” means such by-laws, rules of procedure for meetings, and other documents and guidelines governing the work of the Advisory Council.

“AC Member” or “AC Members” means (i) Chicago or (ii) a municipality or entity that is, or is under contract to become, a wholesale customer of Chicago and as further described in Section 24.2.

“Actual Average Day Demand” means the actual total volume of Water delivered to the Commission in a Rate Year divided by the number of days in that Rate Year expressed in units of flow rate (volume per time), and excludes Water delivered prior to Partial Delivery.

“Actual Maximum Day Demand” means the actual largest volume of Water in a single day in a Rate Year expressed in units of flow rate (volume per time), and excludes Water delivered prior to Partial Delivery.

“Actual Peak Hour Demand” means the actual largest volume of Water in a single hour in a Rate Year expressed in units of flow rate (volume per time), and excludes Water delivered prior to Partial Delivery.

“Actual Peaking Factor” means, with respect to the Commission, the Actual Maximum Day Demand or Actual Peak Hour Demand divided by the Actual Average Day Demand in a given Rate Year.

“Additional Major Work” shall have the meaning given to such term in Subsection 21.3.E.

“Advisory Council” means that certain advisory council to Chicago established as described in Article 24.

“Allocation Amount” means, for the Commission and each Commission Wholesale Customer and Subsequent Purchaser, the volume of Water authorized by the IDNR in the State Water Allocation granted to the Commission (if any), each Commission Wholesale Customer and each Subsequent Purchaser in each Water Year and set forth in Exhibit A.

“Ancillaries” means (a) the Easements and (b) permits and other approvals issued by Chicago, which Easements, permits, and other approvals (y) pertain to this Agreement and the New Water Supply Infrastructure and (z) will be assigned by Joliet to the Regional Water Commission.

“Annual Reconciliation” means the process by which the Annual Reconciliation Amount is determined.

“Annual Reconciliation Amount” means the difference between the Capped Audited AWWA Rate for a given Rate Year and the Charged Water Rate for that Rate Year multiplied by the Annual Volume delivered to the Commission in that Rate Year.

"Annual Volume" means the total volume of Water delivered during a Rate Year.

"Assignment Agreement" means that certain agreement described in Article 1 of this Agreement.

"Audited Financials" means the Annual Comprehensive Financial Report of the City of Chicago, including an independent auditor's report on the financial statements.

"Average Day Demand" means the total volume of Water in a Rate Year divided by the number of days in that Rate Year expressed in units of flow rate (volume per time).

"Audited AWWA Rate" shall have the meaning given to such term in Subsection 17.5.B(i)(b).

"Bidding and Award Period Start Date" shall have the meaning given to such term in Section 9.2.

"Board of Commissioners" means the Board of Commissioners of the Grand Prairie Water Commission.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close or any day on which either Chicago, Commission, or any Member's government offices are closed.

"Capital Improvements" means improvements, repairs or replacements to the New Water Supply Infrastructure beyond Maintenance.

"Capped Audited AWWA Rate" or "CAAR" shall have the meaning given to such term in Sections 17.3 and 17.4.

"Catastrophic Event" means any catastrophic event caused by Force Majeure impacting the Chicago Water System or the New Water Supply Infrastructure for which there is insufficient commercial insurance (not including any self-insurance, self-insurance retention or costs paid from Chicago funds) to cover any losses incurred.

"CDWM" means the Chicago Department of Water Management.

"Certified Firm" means, generically, a Minority-Owned Business Enterprise or Woman-Owned Business Enterprise (as defined in Chapter 2-92 of the Municipal Code of Chicago) certified as such pursuant to Chapter 2-92 of the Municipal Code of Chicago.

"Certified Mail" means Registered Mail® or Certified Mail®, First-Class Mail®, return receipt requested, or any equivalent method providing proof of delivery that is offered by the U.S. Postal Service or its successor at the time of giving any notice pursuant to this Agreement.

"Change" or "Changes" means one or more alterations, modifications or amendments to a Construction Contract for a Project Element.

"Charged Water Rate" shall have the meaning given to such term in Sections 17.3 and 17.4.

"Chicago Appropriation Ordinance" shall have the meaning given to such term in Subsection 9.7.C.

"Chicago City Council" means the City Council of the City of Chicago.

"Chicago Customer" means any Person who purchases water from DWM.

"Chicago Default" shall have the meaning given to such term in Section 20.14.

"Chicago Indemnified Parties" means and includes with respect to Chicago, officials and officers, agents and employees of Chicago.

"Chicago New Water Supply Infrastructure" means the portion of the New Water Supply Infrastructure consisting of the Tunnel Connection, the Tunnel Extension, the Low Service Pump Station, and the Chicago Service Valve, as well as the property containing said infrastructure and any perimeter wall or fences within the Southwest Pumping Station Site to be constructed pursuant to this Agreement.

"Chicago Ordinances" shall have the meaning given to such term in Subsection 22.2.C(v)(a).

"Chicago Retail Customers" means retail Water customers of Chicago.

"Chicago Service Valve" means the valve installed downstream and outside of the Low Service Pump Station and upstream and outside of the Meter Vault for (a) connecting the Commission New Water Supply Infrastructure to the Chicago New Water Supply Infrastructure; and (b) providing a means for separating the Commission New Water Supply Infrastructure from the Chicago Water System.

"Chicago Sufficient Financing" shall have the meaning given to such term in Subsection 9.1.A.

"Chicago Water System" means the waterworks system owned and operated by Chicago.

"Chicago Wholesale Customers" means wholesale Water customers of Chicago.

"Chief Financial Officer" means the Chief Financial Officer of Chicago.

"Claim" means any and all claims, including patent claims, demands, damages, lawsuits, legal proceedings, administrative proceedings, enforcement actions, losses, liens, liabilities, arbitration, judgments, settlement or compromise, orders or decrees, casualties, occurrences and payments, and all costs and expenses, including, without limitation, attorneys' fees and court costs, and costs and expenses related to litigation relating thereto which may give rise to a right to indemnification under Article 25.

"Commissioner" means the Commissioner of the Chicago Department of Water Management.

"Commission-Constructed Chicago New Water Supply Infrastructure" shall have the meaning given to such term in Subsection 9.7.A.

"Commission-Constructed Chicago New Water Supply Infrastructure Cost" shall have the meaning given to such term in Subsection 9.7.B.

"Commission Customers" means, collectively, Commission Wholesale Customers, Commission Retail Customers, Emergency Purchasers, Subsequent Purchasers, and, with respect to Water used by the Commission in its facilities and not sold to other Persons, the Commission.

"Commission Default" shall have the meaning given to such term in Section 20.1.

"Commission IGA" means the Intergovernmental Agreement to Establish the Grand Prairie Water Commission dated June 28, 2024 by and among the Village of Channahon, the City of Crest Hill, the City of Joliet, the Village of Minooka, the Village of Romeoville, and the Village of Shorewood, as it may be amended from time to time, providing for the acquisition and operation jointly of a waterworks system and providing for a common source of water supply from Lake Michigan.

"Commission Indemnified Parties" means and includes with respect to the Commission, officials and officers, agents and employees of the Commission.

"Commission New Water Supply Infrastructure" means the portion of the New Water Supply Infrastructure consisting of the Meter Vault, Suction Well, High Service Pump Station and Transmission Main-Chicago.

"Commission Retail Customers" means retail Water customers of the Commission, if any. For the purposes of this definition, retail means customers are the final users or consumers of Water.

"Commission Sufficient Financing" shall have the meaning given to such term in Subsection 9.1.B.

"Commission Water System" means the waterworks system owned and operated by the Commission.

"Commission Wholesale Customer" means a purchaser of Water from the Commission on a wholesale basis, including Members and non-members of the Commission. Purchasers of Water from the Commission on a wholesale but emergency-only basis shall not be considered Commission Wholesale Customers.

"Construction Administrator" means the off-site administrator who shall perform the administrative functions as described in Exhibit B.

"Construction Contract" means all documents that are included in or part of the construction contract between a Party and the Contractor for construction of a Project Element, pursuant to the specifications approved in accordance with Article 8 and may include the contract agreement, general conditions of contract, special conditions of contract, plans/drawings, specifications, addenda, notice to proceed, change orders, and performance and payment bonds.

"Construction-Related Engineering Services" means services of the Resident Engineer, Observer and the Construction Administrator to be provided in relation to one or more of the Project Elements, as described in Section 8.10 and Exhibit B.

"Contractor" means any Person with whom the Commission or Chicago contracts to perform work or supply materials or labor in relation to the Project Elements to be constructed by the Commission or Chicago, respectively.

"Contractual Maximum Day Demand" means, for any day in each Water Year, an amount

equal to the lesser of the Then-Current LSPS Capacity or the sum of the Allocation Amounts multiplied by two, as set forth in Exhibit A.

"Conveyed Water Infrastructure" means the Chicago New Water Supply Infrastructure (Tunnel Extension, Low Service Pump Station and Chicago Service Valve) conveyed from the Commission to Chicago upon completion of construction pursuant to Section 8.14.

"Cost of Service Study" means an analysis prepared to determine the Chicago Water System's cost of providing Water to the Chicago Customers for a specific year, and which includes the cost of providing Water to each of the Chicago Wholesale Customers.

"CPD" means the Chicago Park District.

"CPI-W" means Consumer Price Index—Urban Wage Earners and Clerical Workers ("Chicago All Items"), as published by the U.S. Department of Labor, Bureau of Labor Statistics, (1982-1984=100). As of the Effective Date, this index was identified with Series ID CWURS23ASA0.

"Default for Failure to Pay" shall have the meaning given to such term in Section 20.3.

"Defending Party" means the party which is undertaking and controlling the defense of any Third-Party Claim.

"Demand Event" means a change in the Commission's Average Day Demand, Maximum Day Demand, or Peak Hour Demand between the demand estimated for the calculation of the Projected AWWA Rate for a Rate Year and the actual demand used to calculate the Audited AWWA Rate for that Rate Year which the change in demand, controlled for other changes, causes the Audited AWWA Rate to be higher than the Projected AWWA Rate.

"Design and Construction Period" means the period of time beginning as of the date of this Agreement, until the New Water Supply Infrastructure Completion Date.

"Design Intent" means the mutually agreed-upon provisions of the Construction Contract which establish the intended functionality, operations, or costs of the Project Element as initially designed and constructed, as mutually agreed upon by the Parties, and as amended as described in Sections 8.11 and 15.6.

"Disbursement Request" shall have the meaning given to such term in Subsection 9.7.E.

"Durkin Park" means a public park located at 8445 South Kolin Avenue, Chicago, Illinois 60652, a portion of which is owned by CPD.

"Durkin Site" means a portion of the real property located within Durkin Park and identified as provided in the Durkin Site Easement.

"Durkin Site Easement" means, for the period between July 31, 2023 and the Effective Date, that certain Easement Agreement for Durkin Park from Chicago to Joliet described in Section 10.2 and, from and after the Effective Date, that certain First Amended and Restated Easement Agreement for Durkin Park from Chicago to the Commission.

"Durkin Temporary Construction Easement Agreement" means, for the period between July 31, 2023 and the Effective Date, that certain Easement Agreement for use of the Durkin Temporary Construction Easement Area between CPD and Joliet described in Section 10.2 and,

from and after the Effective Date, that certain First Amended and Restated Easement Agreement for use of the Durkin Temporary Construction Easement Area between CPD and the Commission.

"Durkin Temporary Construction Easement Area" means that certain designated land area, the temporary use of which CPD grants to Joliet for the period between July 31, 2023 and the Effective Date and to the Commission from and after the Effective Date pursuant to the Durkin Temporary Construction Easement Agreement.

"DWM" means the Chicago Department of Water Management.

"Easements" means collectively the Durkin Site Easement, the Durkin Temporary Construction Easement Agreement, and the Southwest Pumping Station Site Easement.

"Effective Date" means the date identified in the first paragraph of this Agreement as the date as of which this Agreement has been entered into and is effective.

"Emergency Demand Event" means a curtailment event initiated by Chicago which results in the Commission's Actual Maximum Day Demand or Peak Hour Demand being higher than that which would have otherwise been observed for that Rate Year.

"Emergency Interconnection" means a point of connection for the purpose of providing, for a limited period of time, emergency water service between the Commission Water System and another entity's water system.

"Emergency Purchaser" means a purchaser of Water directly or indirectly from the Commission or a Commission Wholesale Customer on a wholesale but emergency-only basis. Commission Retail Customers cannot sell Water to an Emergency Purchaser.

"Eminent Domain Act" means the Illinois Eminent Domain Act, 735 ILCS 30 *et seq.*

"Escrow Account" shall have the meaning given to such term in Section 20.7.

"Escrow Agent" means a bank or trust company organized under the laws of the State or a national banking institution doing business and having an office in Chicago, chosen by Chicago to manage the Escrow Account, as provided in Section 20.7.

"Escrow Agreement" means an agreement by and among Chicago, the Commission, and the Escrow Agent, as provided in Section 20.7.

"Escrow Period" shall have the meaning given to such term in Subsection 20.7.B(ii).

"Eugene Sawyer Water Purification Plant" means the Eugene Sawyer Water Purification Plant of Chicago located in Chicago, Illinois 60649, which provides finished Water to the South Tunnel Zone.

"Event of Default" means a Chicago Default or a Commission Default.

"Executive Director" means the Executive Director of the Commission or other designee of the Commission.

"Fixed Limit Water Rate" shall have the meaning given to such term in Section 17.4.A.

"Force Majeure" shall have the meaning given to such term in Section 26.1.

"Full Delivery" means continuous and ongoing delivery of Water to the Commission in amounts sufficient to meet the requirements of the Commission and Commission Retail Customers (if any), the Commission Wholesale Customers and all Subsequent Purchasers included on Exhibit A from time to time. Full Delivery does not include Emergency Purchasers.

"Governmental Authority**"** means any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental, or quasi-governmental authority.

"Guaranteed Maximum Capacity" means the capacity of the Chicago Water System to provide Water to the Commission, as measured by the capacity of the connection point between the Tunnel Connection and the Tunnel Extension; as of the Effective Date and until otherwise increased by Chicago, this capacity is one hundred and five (105) MGD; provided that such amount may be increased pursuant to Section 11.7.

"High Service Pump Station" means the high service pumping station and all related appurtenances including, but not limited to the generator(s) that serve said High Service Pump Station, located or to be located on the Southwest Pumping Station Site, and which pumps Water from the Suction Well through the Transmission Main towards the Commission.

"Hydrant Water" means a temporary supply of Water provided by Chicago from a Chicago hydrant pursuant to a permit issued by Chicago.

"IDNR" means the Illinois Department of Natural Resources, or any successor agency responsible for approving allocations of Lake Michigan water under the Level of Lake Michigan Act.

"IEPA Permitted Capacity" means the rated capacity of a pumping station as provided on a permit issued by the IEPA.

"IEPA" means the Environmental Protection Agency of the State, or any relevant successor State agency.

"IGA" means that certain Intergovernmental Agreement dated July 30, 2021 between Chicago and CPD, as amended by that certain First Amendment to Intergovernmental Agreement dated as of December 31, 2022 attached as Exhibit F.

"Indemnified Party" means any Party entitled to indemnification under this Agreement.

"Indemnifier" means any Party obligated to provide indemnification under this Agreement.

"Inflation Index Water Rate" shall have the meaning given to such term in Section 17.4.

"Initial Full Delivery" means the first Full Delivery of Water occurring on or after the Targeted Water Delivery Date.

"Initial Rate Period" means the period from the date of the first delivery of Initial Water for Testing until the date of the first Partial Delivery.

"Initial Supplemental Amount" means the amount described in Subsection 7.6.D(vii).

"Initial Term" means the period of years described in Section 4.1.

"Initial Water for Testing" means an intermittent and periodic supply of Water sufficient for the Commission's use for the purpose of construction of the New Water Supply Infrastructure and/or initial testing of all or any portion of the New Water Supply Infrastructure prior to Partial Delivery.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury regulations thereunder, as amended.

"Joliet" means the City of Joliet, an Illinois home rule municipal corporation.

"Late Penalty" or "Late Penalties" means one or more monthly penalties imposed by Chicago as provided in Sections 19.5 and 20.7.

"Law" means any order, writ, injunction, decree, judgment, law, ordinance, decision, principle of common law, opinion, ruling, policy, statute, code, rule, or regulation of any Governmental Authority.

"Level of Lake Michigan Act" means the Level of Lake Michigan Act, 615 ILCS 50/1 *et seq.*, as from time to time supplemented and amended, and any successor statute, as well as any regulations promulgated thereunder.

"Loss" means with respect to any Person, any Claims, suit, liability, judgment, cost and expense, charge, loss, liability, injury, death, damage, including but not limited to property damage, penalty, or out-of-pocket and documented costs or expenses actually suffered or incurred by such Person, but provided that the Indemnified Party is not in default under Article 20, excluding any punitive, special, indirect and consequential damages and any contingent liability until such liability becomes actual, and as subject to Sections 25.1 and 25.2.

"Low Service Pump Station" means that certain low service pumping station and all related appurtenances including, but not limited to the generator(s) that serve said Low Service Pump Station, to be located on the Southwest Pumping Station Site.

"Maintenance" means and includes, without limitation, actions to maintain, repair, modify or replace portions of the New Water Supply Infrastructure as necessary for the delivery and receiving of Water.

" "Maximum Day Demand" means the largest volume of Water in a single day in a given Rate Year expressed in units of flow rate (volume per time).

"Measuring Devices" means equipment used to measure and record the quantity of Water furnished to the Commission at the Point of Measurement.

"Members" means the member municipalities of the Commission. As of the Effective Date, these are the Village of Channahon, the City of Crest Hill, the City of Joliet, the Village of Minooka, the Village of Romeoville, and the Village of Shorewood.

"Meter Vault" means a vault located on the Southwest Pumping Station Site outside of and downstream of the Low Service Pump Station and outside of and upstream of the Suction Well and containing the Measuring Devices.

"MGD" means million gallons per day.

"M1 Manual" means the American Water Works Association Manual of Water Supply Practices M1, Principles of Water Rates, Fees, and Charges, latest addition.

"Municipal Code of Chicago" means the Municipal Code of Chicago, as amended from time to time.

"New Delivery" means a daily amount of Water delivered by Chicago to the Commission for each new Commission Wholesale Customer or Subsequent Purchaser, or new Water service to the Commission or new Water service to the Commission's first Commission Retail Customer (if any), which delivery is in addition to a previous Full Delivery, as further described in Subsections 11.4.D and 11.4.E and Section 11.5.

"New Water Supply Infrastructure" means new Chicago-to-Commission water supply infrastructure and all related appurtenances thereof, for Chicago to supply Water to the Commission, and shall include infrastructure located both within and outside the Chicago corporate boundaries. New Water Supply Infrastructure includes, but is not limited to, the Chicago New Water Supply Infrastructure and the Commission New Water Supply Infrastructure, certain portions of which are referred to as the Project Elements.

"Notice" means any notice or other communications required by this Agreement.

"Observer" means the Project On-Site Representative for the Party not holding the Construction Contract for the Project Element, who shall observe the work, attend construction meetings, provide comments to the Resident Engineer relating to the applicable Project Element with additional functions as described in Exhibit B and Subsection 8.10.B.

"Ongoing Water for Testing" means an intermittent and periodic supply of Water sufficient for the Commission's use for the purpose of ongoing construction of the New Water Supply Infrastructure and/or testing of all or any portion of the New Water Supply Infrastructure after the commencement of Partial Delivery.

"Original Effective Date" means May 1, 2023.

"Partial Delivery" means a continuous and ongoing delivery of a daily amount of Water (other than Initial Water for Testing) by Chicago to the Commission as provided in Subsection 11.4.B which (a) is less than, or may be equal to, a Full Delivery of Water, and (b) is sufficient to serve all or a portion of the demand of the Commission and one or more of the Commission Wholesale Customers.

"Payable Supplemental Amount" means the amount described in Subsection 7.6.D(vii).

"Peak Hour Demand" means the largest volume of Water in a single hour in a given Rate Year expressed in units of flow rate (volume per time) and will only used in the determination of Units of Service pursuant to Article 17 to the extent that it can be accurately measured for all Chicago Wholesale Customers.

"Permanent Emergency Interconnection" means an Emergency Interconnection through a permanent water main at a permanent, fixed location and controlled by a valve or other physical method of control of the flow of water.

"Person**"** means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity, a municipality, a governmental unit, a governmental agency or other governmental entity.

"Phase" shall have the meaning given to such term in Section 21.1.

"Phase End Date" shall have the meaning given to such term in Section 21.2.

"Phase Start Date" shall have the meaning given to such term in Section 21.2.

"Point of Demarcation" means the location of the Chicago Service Valve, unless otherwise mutually agreed by the Parties.

"Point of Measurement" means the Meter Vault or such other point(s) as the Parties may agree to in writing.

"Proceeding" shall have the meaning given to such term in Section 29.2.

"Project Element" means any of the following: the Tunnel Connection, the Tunnel Extension, the Low Service Pump Station, the Chicago Service Valve, the Meter Vault, the Suction Well, the High Service Pump Station and the Transmission Main-Chicago.

"Project On-Site Representative" means a project on-site representative appointed by Chicago and the Commission respectively who shall serve as the applicable Party's representative on both the Durkin Site and the Southwest Pumping Station Site during the Design and Construction Period to coordinate and monitor construction of the New Water Supply Infrastructure.

"Projected AWWA Rate" means the rate for the next year based on the most recently completed Cost of Service Study as well as projected costs and expenses to provide Water to the Commission and the projected Units of Service required for the next year and as described in Subsection 17.5.B.

"Projected Average Day Demand" means an estimate of the Average Day Demand for one or more future years.

"Projected Maximum Day Demand" means an estimate of the Maximum Day Demand for one or more future years.

"Qualifying Event" means (i) any Catastrophic Event or (ii) any Regulatory Change, for which Chicago has provided notice to the Commission and in such notice provided data and information to the Commission to demonstrate the direct, specific costs Chicago has incurred or will incur in connection with the Catastrophic Event or Regulatory Change in order to provide Water to the Commission.

"Rate Year" means a period of one year ending on December 31, which is coincident with the calendar year and fiscal year for Chicago as of the Effective Date.

"Regional Water Commission" means the Grand Prairie Water Commission.

"Renewal Term" means the period of years described in Section 4.2.

"Regular Rate Period" means the rate period commencing on the day after the end of the Second Rate Period.

"Regulatory Change" means any material change in Law governing the (i) operation of the Chicago Water System and New Water Supply Infrastructure or (ii) the production and quality of Water provided to the Commission, however, "Regulatory Change" shall not include Laws that require additional Water treatment where the operational requirement could be met with advanced

water treatment technology consisting of ozonation and biologically active granular activated carbon (GAC) filters.

"Regulatory Requirements" means applicable standards or requirements of any federal or State agency with jurisdiction over public water supplies.

"Reopening" means the process of negotiations regarding the terms of this Agreement as described in Section 5.2.

"Resale Period" means seventeen (17) years from the date of sale by the Commission to Chicago of any portion of the Commission New Infrastructure pursuant to Subsection 7.6.C and subject to Subsection 7.6.D.

"Resident Engineer" means the On-Site Representative of the Party holding the Construction Contract who shall perform full-time inspection of the installation of a Project Element to determine conformance with the Construction Contract and handle all communications with the Contractor, and perform additional functions as described in Exhibit B.

"Revenues" means the revenues derived from the operation of a water system, as defined in the Illinois Municipal Code and applicable to each Party.

"RWC Act" means Regional Water Commissions Act, 65 ILCS 5/11-135.5-1 *et seq*.

"Second Rate Period" means the period from the date of the first Partial Delivery until the first December 31 occurring after the date of Initial Full Delivery.

"Second Rate Period Fraction" shall have the meaning given to such term in Subsection 17.3.A.

"Sewer Rate" means the number of dollars and whole cents charged to the Commission by Chicago per 1,000 gallons of wastewater discharged into the Chicago sewer system as provided in Article 18.

"South Tunnel Zone" means the subterranean tunnels below the land under Chicago which convey Water from the Eugene Sawyer Water Purification Plant and transmit Water to several pumping stations including the Southwest Pumping Station.

"Southwest Pumping Station" means Chicago's Southwest Pumping Station, located at 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois 60652.

"Southwest Pumping Station Site" means the real property upon which the Southwest Pumping Station is located, the property index number and description of which are set forth in the Southwest Pumping Station Site Easement.

"Southwest Pumping Station Site Easement" means, for the period between the Original Effective Date and the Effective Date, that certain Easement Agreement For Two (2) Permanent Easements and Seven (7) Temporary Easements At the City of Chicago Southwest Pumping Station Property between Chicago and Joliet described in Section 10.3 and, from and after the Effective Date, that certain First Amended and Restated Easement Agreement For Two (2) Permanent Easements and Seven (7) Temporary Easements At the City of Chicago Southwest Pumping Station Property between Chicago and the Commission.

"Start-Up and Commissioning Plan" means that certain plan described in Sections 8.13 and 8.14.

"State" means the State of Illinois.

"State Water Allocation" means an allocation of Lake Michigan water granted by IDNR pursuant to the Level of Lake Michigan Act.

"Subcontractor" means any subcontractor of any tier, supplier or materialman directly or indirectly employed pursuant to a subcontract with a Contractor to perform work or supply materials or labor in relation to the Project Elements to be constructed by the Commission or Chicago.

"Subsequent Purchaser" means a purchaser of Water from a Commission Wholesale Customer on a wholesale basis, directly or indirectly, and is listed on Exhibit A. Purchasers of Water from the Commission or a Commission Wholesale Customer on a wholesale but emergency-only basis shall not be considered Subsequent Purchasers.

"Substitute Chicago Financing" shall have the meaning given to such term in Section 9.3.

"Substitute Commission Financing" shall have the meaning given to such term in Section 9.4.

"Suction Well" means that certain suction well to be installed as an underground reservoir on the Durkin Site and including all underground and above-ground structures, piping, and appurtenances necessary for the operation and maintenance of said Suction Well.

"Targeted Water Delivery Date" means January 1, 2030, unless otherwise mutually agreed by the Parties.

"Temporary Emergency Interconnection" means an Emergency Interconnection through facilities at a location to be identified and used on an interim basis.

"Term" means the Initial Term and any Renewal Terms.

"Termination" means a termination authorized pursuant to the terms of this Agreement.

"Termination Date" means the date of Termination of this Agreement pursuant to the terms of this Agreement.

"Then-Current LSPS Capacity" means the amount of Water that the Chicago Water System can provide to the Commission based on the IEPA Permitted Capacity of the Low Service Pump Station at a particular point in time.

"Third-Party Claim" means any Claim asserted against a Chicago Indemnified Party or Commission Indemnified Party, as applicable, by any Person who is not a Party or an affiliate of such a Party.

"Transmission Main" means that certain water main and related appurtenances which is part of a complete system running from the Southwest Pumping Station Site to the southwest suburban region to be served by the Commission for the transmission of Water from Chicago to the Commission.

"Transmission Main-Chicago" means that certain portion of the Transmission Main and related appurtenances located within the Chicago corporate boundaries.

"Tunnel Connection" means that certain tunnel connection and related appurtenances located at the Southwest Pumping Station Site including a below-ground shaft and gates, for connecting the Tunnel Extension to the existing tunnel system of the Chicago Water System.

"Tunnel Extension" means that certain tunnel extension and related appurtenances located at the Southwest Pumping Station Site between the Tunnel Connection extending to and serving as the suction for the Low Service Pump Station and including all below-ground shafts and gates for the construction and operation of said tunnel extension.

"Units of Service" means Annual Volume or Average Day Demand, Maximum Day Demand, Peak Hour Demand, and units of service for customer costs using an approach consistent with the M1 Manual.

"Water" means Lake Michigan water.

"Water Rate" means the number of dollars and whole cents charged to the Commission by Chicago per 1,000 gallons of Water provided to the Commission.

"Water Source Transfer Plan" means a plan prepared by the Commission to enable the transition by the Commission from well water to Water within the Commission's Water System in a manner complying with the requirements of the IEPA.

"Water System" means the Chicago Water System or the Commission Water System, as indicated by the context.

"Water Year" shall mean a period of one year ending on September 30.

"Working Group" or "Working Groups" means one or more groups established by the Advisory Council pursuant to Subsection 24.2.G.

ARTICLE 4. TERM; RENEWAL

4.1. Initial Term. This Agreement shall be in force and effect for a period that shall begin on the Effective Date and ends on December 31, 2123, unless a shorter term is required by Law or a shorter term is mutually agreed by the Parties under this Agreement, or as otherwise provided in Article 6.

4.2. Renewal Terms. Chicago and the Commission agree that this Agreement will automatically renew for successive 10-year terms to the extent permitted by Law, unless (A) either Party provides to the other Party a notice of its intent not to renew this Agreement pursuant to Section 4.3, or (B) a longer or shorter period for any Renewal Term is mutually agreed by the Parties. Each such period is a Renewal Term. The Initial Term and any Renewal Terms are collectively referred to as the Term of this Agreement. Notwithstanding the provisions in this Article 4, the Parties do not intend this Agreement to be a perpetual contract under the Law.

4.3. Non-Renewal. Chicago and the Commission shall each provide notice to the other Party of its intent not to renew this Agreement for any Renewal Term not later than January 1 of the fifth calendar year before the end of the Initial Term or of any Renewal Term, as applicable. The notice shall state the date on which the notifying Party intends that this Agreement will terminate and shall be given via Certified Mail, and, if desired by the Parties, may also be given

by electronic communications, such as email**.**

ARTICLE 5. AMENDMENTS DURING THE TERM

5.1. Amendment in Writing. Upon agreement of both Parties, provisions of this Agreement may be modified or amended during its Term. No amendment or modification of this Agreement shall be effective unless made in writing and approved and executed by both Parties.

5.2. Reopening of Agreement. Beginning May 1, 2073, the Commission shall have the right to reopen this Agreement by providing notice to Chicago of its intent to commence negotiations regarding the terms of this Agreement.

A. Notice. Notice that the Commission is exercising its right to reopen this Agreement shall include the proposed subject matter of the amendment or amendments to, and the potentially affected provisions of, this Agreement. The notice shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

B. Negotiations Upon Reopening. If the Commission exercises its right to reopen this Agreement, the Commission and Chicago shall promptly commence negotiations towards determination of the proposed amendment or amendments, including holding a meeting of the Parties not more than thirty (30) days after Chicago's receipt of notice from the Commission. The Parties agree to negotiate in good faith and to promptly conduct the negotiations, including attending and participating in meetings and responding to proposals from the other Party until resolution is reached. Such negotiations shall be limited to consideration of the subject matter of the amendment or amendments to this Agreement proposed in the notice submitted by the Commission. However, Chicago may propose consideration of other amendments it believes are directly related to the impact of the Commission's amendments on other portions of this Agreement. If the Commission agrees with Chicago that Chicago's proposed amendments are directly related, then, to that extent, the Commission will agree to include in the negotiations Chicago's proposed amendments. Negotiations pursuant to this Section 5.2 may result in an agreement that no change should be made in this Agreement.

5.3. Amendments to Attachments A and B and Exhibit A. The Parties agree that during the Term, Attachment A and Attachment B, and Exhibit A shall be updated from time to time pursuant to the provisions of this Agreement.

ARTICLE 6. TERMINATION

6.1. Early Termination by the Commission. Prior to the first to occur of the first Partial Delivery of Water or January 1, 2032, unless otherwise mutually extended, the Commission may terminate this Agreement by giving thirty (30) days' notice to Chicago if, following the Commission's good faith efforts, the Commission reasonably determines that:

A. not all of the real estate necessary to receive the first Partial Delivery of Water pursuant to this Agreement (including, but not limited to, construction of the New Water Supply Infrastructure) can be obtained on mutually acceptable terms with owners of, or other Persons with an interest in, the real estate, or

B. the Commission cannot procure sufficient financing as described in Article 9.

The notice shall state the reason for the early termination and describe the basis for the Commission's determination that it cannot obtain the real estate or financing described above, as applicable, and shall state the date on which the Commission intends the termination will be

effective. The Commission may not terminate this Agreement for the reasons provided in this Section 6.1 after the earlier of the date of the first Partial Delivery by Chicago to the Commission or January 1, 2032.

6.2. Early Termination – Payment of Chicago Costs. In the event that the Commission terminates this Agreement pursuant to and within the time specified in Section 6.1, or Chicago terminates this Agreement pursuant to and within the time specified in Section 6.4, the Commission shall reimburse Chicago for the categories of out-of-pocket costs itemized in Subsections 6.2.A through 6.2.F and unanticipated costs as provided in Subsection 6.2.G that are reasonably incurred by Chicago in connection with the design and construction of the New Water Supply Infrastructure in Chicago (which shall not include the cost of internal Chicago personnel) during the period between (and including) March 17, 2021 and the date of such early termination by the Commission. With respect to costs incurred by Chicago during the period from Chicago's receipt of such Termination notice through the Termination Date, the Commission will reimburse Chicago only for those costs necessary in connection with the Termination of this Agreement and fulfilling the obligations of this Agreement up until the Termination Date.

A. costs for professional services for design and field investigation and construction management on the Southwest Pumping Station Site in connection with the Tunnel Connection;

B. costs for professional services for coordination by Chicago with the Commission on the design and construction management of the rest of the Project Elements to be located on the Southwest Pumping Station Site and the Durkin Site;

C. costs in connection with any construction related to the Tunnel Connection, the Tunnel Extension, the Chicago Service Valve and the Low Service Pump Station and costs reasonably necessary to (1) bring ongoing construction of these Project Elements to a safe and orderly conclusion, (2) eliminate any safety hazards related to construction of these Project Elements, and (3) restore any infrastructure or the real property on which the construction of these Project Elements is located to the condition the infrastructure or the real property was in, immediately prior to the start of the construction at the reasonable discretion of Chicago. Such costs shall include (i) any reasonable legal fees and expenditures incurred by outside counsel retained by Chicago, (ii) disposition costs under Article 7 that are incurred by Chicago to the extent the Commission has not paid for such costs, and (iii) other reasonable fees and costs, such as engineering studies and reports, document recordation and appraisals, relating to termination of any easements or real property leases;

D. costs in connection with Chicago seeking or obtaining financing for the Tunnel Connection, Tunnel Extension, Low Service Pump Station, and Chicago Service Valve;

E. costs of debt service allocable under generally acceptable accounting standards to the financing for the Tunnel Connection, Tunnel Extension, Low Service Pump Station, and Chicago Service Valve and incurred by Chicago for the purposes described in Subsection 6.2.C, such as interest payments on a line of credit or other financing instruments, trustee fees and other administrative fees during the term of said financing. Upon early termination by the Commission, Chicago agrees that "costs of debt service allocable" will not include interest or fees on or related to funds borrowed by Chicago for the purposes described in Subsection 6.2.C, but not used for those purposes;

F. costs for professional services reasonably related to the preparation and negotiation of Article 17 and the Cost of Service Study, as applicable to the Commission and other costs for professional services reasonably related to the preparation and negotiation of this Agreement. Costs referred to in this Subsection 6.2.F are reimbursable by the Commission to

Chicago so long as the services or the product of the services for which such costs were incurred are not useful to Chicago in connection with agreements with any other then-current or potential Chicago Wholesale Customers; and

G. costs (i) that are not otherwise itemized in this Section 6.2 and (ii) that are or were unanticipated by Chicago and (iii) that are reasonably related to this Agreement and its early termination by the Commission pursuant to Article 6. If Chicago believes it is incurring or will incur any such costs, Chicago shall notify the Commission of each type or category of costs and an estimate of the expected amount of costs in each type or category for a calendar year not later than March 31 of the following calendar year.

6.3. Commission Early Termination Option After 50 Years. Chicago and the Commission agree that this Agreement may be terminated by the Commission, for any reason in its sole discretion, at any time during the Term so long as said termination occurs after the end of the first fifty (50) years of the Initial Term. The Commission shall notify Chicago of the Commission's intent to terminate this Agreement pursuant to this Section 6.3 not later than January 1 of the fifth (5) calendar year before the date on which the Commission intends that this Agreement be terminated and specify the date of termination. The notice shall be given via Certified Mail and, if desired by the Parties, may also be given by electronic communications, such as facsimile or email.

6.4. Chicago Termination for Non-Completion. Chicago may terminate this Agreement if (i) the Commission has entered into a contract to secure water on a non-emergency basis from an alternative water source other than Chicago, or, (ii) the first Partial Delivery has not occurred by December 31, 2048, or a later date as mutually agreed due to the Commission's failure to complete the construction of the New Water Supply Infrastructure (other than the Tunnel Connection). In the event of a termination by Chicago under this Section 6.4, Chicago is entitled to repayment of the costs incurred by Chicago and described in Section 6.2 and the remedy of disposition of any existing Commission Water Supply Infrastructure pursuant to Article 7. The notice shall be given via Certified Mail and, if desired by the Parties, may also be given by electronic communications, such as facsimile or email.

6.5. Termination Notice for Default. This Agreement may be Terminated by either Party for Default by the other Party as a remedy under and pursuant to the requirements of Article 20. In order to Terminate for Default, the Party exercising the remedy shall provide the Defaulting Party with a notice of Termination providing that the date of Termination shall be no earlier than ninety (90) days after receipt of the Termination notice by the Defaulting Party. Said 90-day period shall not constitute a Cure Period under Section 20.5 or Section 20.15. During the 90-day period before the date of Termination, Chicago shall not suspend or cease delivery of Water to the Commission and the Commission shall continue to be obligated to pay for Water pursuant to Article 17. The notice shall be given via Certified Mail and, if desired by the Parties, may also be given by electronic communications, such as facsimile or email.

6.6. Article 6 to Survive Termination. Article 6 shall survive Termination of this Agreement.

ARTICLE 7. DISPOSITION OF COMMISSION NEW WATER SUPPLY INFRASTRUCTURE

7.1. Disposition of Commission New Water Supply Infrastructure—In General. In the event of Termination or non-renewal of this Agreement, disposition of the Commission New Water Supply Infrastructure shall be subject to the following provisions as well as Sections 7.5, 7.6 and 7.7:

A. Disposition of those portions of the Commission New Water Supply Infrastructure located on the Southwest Pumping Station Site, the Durkin Site or other real property owned by Chicago within the Chicago corporate boundaries (other than public right-of-way) shall be governed by Section 7.2;

B. Disposition of those portions of the Commission New Water Supply Infrastructure located in the public right-of-way in Chicago shall be governed by Section 7.3; and

C. Disposition of those portions, if any, of the Commission New Water Supply Infrastructure located on either real property owned by the Commission or property owned by a third party (other than Chicago Park District) upon which the Commission has legal rights to locate a portion of the Commission New Water Supply Infrastructure within the Chicago corporate boundaries shall be governed by Section 7.4.

For the purposes of this Article 7, Commission New Water Supply Infrastructure includes construction work in progress.

7.2. Southwest Pumping Station Site, Durkin Site and Other Chicago-Owned Real Property. In the event of Termination or non-renewal of this Agreement, Chicago shall have the right to determine, in its sole discretion, the disposition of those portions of the Commission New Water Supply Infrastructure located on the Southwest Pumping Station Site, the Durkin Site or any other real property owned by Chicago within the Chicago corporate boundaries (other than public right-of-way):

A. Within sixty (60) days following delivery of notice of non-renewal pursuant to Section 4.3 or Termination pursuant to Article 6, Chicago and the Commission shall promptly meet and confer to discuss the disposition of such portions of such Commission New Water Supply Infrastructure and shall continue to meet as necessary to address matters pertaining to such disposition and related procedures prior to the last day of the Term.

B. Not less than eighteen (18) months prior to the last day of the Term**,** Chicago shall notify the Commission as to whether each Project Element (or portion thereof) of such Commission New Water Supply Infrastructure shall be:

i. abandoned in place;

ii. sold to Chicago or its designee;

iii. removed; or

iv. as mutually agreed by the Parties, disposed of in some other manner.

C. Notice by Chicago pursuant to Subsection 7.2.B:

i. shall specify the methods of disposition, which may be the same or different for each Project Element (or portion thereof) of the Commission New Water Supply Infrastructure located on the Southwest Pumping Station Site, the Durkin Site or other real property owned by Chicago within the Chicago corporate boundaries (other than public right-of-way); and

ii. shall specify the identity of the buyer(s), if known, and the applicable price(s) for those portions of the Commission New Water Supply Infrastructure located on the Southwest Pumping Station Site, the Durkin Site or other real property owned by

Chicago within the Chicago corporate boundaries (other than public right-of-way) to be sold to Chicago, or its designee. Any price to be specified by Chicago for a sale shall be subject to the requirements of Section 7.6.

7.3. Public Right-of-Way. In the event of Termination or non-renewal of this Agreement, the Commission shall have the right to determine, with respect to those portions of the Commission New Water Supply Infrastructure located in the public right-of-way within the Chicago corporate boundaries, whether such portions thereof are to be abandoned in place except as provided in Subsection 7.3.C:

A. Within sixty (60) days following delivery of notice of non-renewal pursuant to Section 4.3 or Termination pursuant to Article 6, Chicago and the Commission shall meet and confer to discuss the potential abandonment in place of the Commission New Water Supply Infrastructure and shall continue to meet as necessary to address matters pertaining to such abandonment and related procedures, and pertaining to any other disposition determined pursuant to this Section 7.3 and related procedures, by which such abandonment or disposition shall be effected.

B. Not less than eighteen (18) months prior to the last day of the Term, the Commission shall notify Chicago if the Commission is exercising its right to abandon in place some or all of those portions of such Commission New Water Supply Infrastructure, identifying in the notice the locations of the public rights-of-way in which portions of the Commission New Water Supply Infrastructure will be abandoned in place.

C. In the event that:

i. one or more Project Elements (or portions thereof) are to be sold to Chicago or a designee of Chicago pursuant to Section 7.2;

ii. the Project Elements (or portions thereof) will be used by Chicago or its designee to provide Water service to Chicago, another Chicago Customer or a potential Chicago Customer; and

iii. Chicago determines that it requires and will use one or more portions of the Commission New Water Supply Infrastructure located in the public right-of-way within the Chicago corporate boundaries in order to provide Water service to Chicago, another Chicago Customer or a potential Chicago Customer;

then Chicago shall have the first right to purchase those portions identified in the notice described in the following sentence. If Chicago makes such a determination, it shall include notice of its determination within, or concurrent with, its notice to the Commission required pursuant to Subsection 7.2.C and shall specify which portions of the Commission New Water Supply Infrastructure located in the public right-of-way within the Chicago corporate boundaries are required by Chicago for the purposes described in paragraphs ii and iii of this Subsection 7.3.C. Any price for such a sale to Chicago shall be subject to the requirements of Section 7.6. Chicago's right to purchase such portions under this Subsection 7.3.C takes priority over the Commission's right to abandon in place those portions; however, if such a sale does not occur, then the Commission may exercise its right to abandon in place such portions of the Commission New Water Supply Infrastructure within one hundred and eighty (180) days after notice is received from Chicago that Chicago will not purchase any such portions.

D. If the Commission does not provide notice to Chicago as described and within the time specified in Subsection 7.3.B, or the notice provided by the Commission to Chicago does

not exercise the Commission's right to abandon in place all of the portions of the Commission New Water Supply Infrastructure located in the public right-of-way within the Chicago corporate boundaries, then Chicago shall have the right to determine, in its sole discretion, whether all or any of such portions of the Commission New Water Supply Infrastructure located in the public right-of-way within the Chicago corporate boundaries as to which the Commission has not exercised its right to abandon in place, shall be:

i. abandoned in place;

ii. sold to Chicago or its designee;

iii. removed; or

iv. as mutually agreed by the Parties, disposed of in some other manner.

E. In order to exercise its right under Subsection 7.3.D to those portions of the Commission New Water Supply Infrastructure to which Subsection 7.3.D applies, Chicago shall provide notice to the Commission of its determination under Subsection 7.3.D, not more than six (6) months after the Commission's deadline under Subsection 7.3.B, which notice by Chicago:

i. shall specify the methods of disposition, which may be the same or different for each Project Element (or portion thereof) located in the public right-of-way in Chicago to which Subsection 7.3.D applies; and

ii. shall specify the identity of the buyer(s), if known, and the applicable price(s) for those portions of the Commission New Water Supply Infrastructure to which Subsection 7.3.D applies to be sold to Chicago, or its designee. Any price to be specified by Chicago for a sale shall be subject to the requirements of Section 7.6.

7.4. Real Property and Real Property Rights Owned by Joliet within Chicago. In the event of Termination or non-renewal of this Agreement and any portion of the Commission New Water Supply Infrastructure is located on real property either owned by the Commission or owned by a third party (other than the Chicago Park District) and the Commission holds an easement, lease, license or similar interest therein, all located within the Chicago corporate boundaries (and not located on property governed by Sections 7.2 and 7.3), then the following will apply.

A. If Chicago, another Chicago Customer, or a potential Chicago Customer intends to use all or any portion of such Commission New Water Supply Infrastructure to provide Water service to Chicago, another Chicago Customer, or a potential Chicago Customer, then Chicago (for itself, another Chicago Customer, or a potential Chicago Customer) shall have the right to acquire by purchase from the Commission:

i. the (a) Commission New Water Supply Infrastructure located on real property owned by the Commission, if any, that is located within the Chicago corporate boundaries and (b) real property owned by the Commission on which that portion of the Commission New Water Supply Infrastructure is located; and

ii. the (a) Commission New Water Supply Infrastructure located on real property owned by a third party (other than the Chicago Park District) for which the Commission holds an easement, lease, license or similar interest (to the extent assignable) and located within the Chicago corporate boundaries (and not located on property governed by Sections 7.2 and 7.3) and (b) easement, lease, license or similar interest held by the Commission upon real property owned by a third party (other than the

Chicago Park District (to the extent assignable) on which that portion of the Commission New Water Supply Infrastructure is located.

B. Within sixty (60) days following delivery of notice of non-renewal pursuant to Section 4.3 or Termination pursuant to Article 6, Chicago and the Commission shall promptly meet and confer to discuss the potential purchase by Chicago (for itself, another Chicago Customer or a potential Chicago Customer) from the Commission of such portions of the Commission New Water Supply Infrastructure and the Commission's real property or easement, lease, license or similar rights to use the real estate (to the extent assignable) on which such portions are located, and shall continue to meet as necessary to address matters pertaining to such purchase prior to the last day of the Term.

C. The price for a sale by the Commission to Chicago (for itself, another Chicago Customer, or a potential Chicago Customer) under this Section 7.4 shall be determined pursuant to the requirements of Section 7.6.

D. Not less than eighteen (18) months prior to the last day of the Term, Chicago shall notify the Commission whether Chicago (for itself, another Chicago Customer, or a potential Chicago Customer) desires to purchase the portions of the Commission New Water Supply Infrastructure and related real property described in Subsection 7.3.A for the purpose described in Subsection 7.3.A, at the price determined pursuant to Subsection 7.3.C.

7.5. Schedule.

A. The disposition of the Commission New Water Supply Infrastructure located in Durkin Park that requires the performance of construction activity or other physical work shall be completed by the Commission to the satisfaction of Chicago within five (5) years after the later to occur of (i) the last day of the Term or (ii) the last day on which Chicago delivers Water to the Commission through the Point of Demarcation (unless Chicago and the Commission agree to a later date). Any disruption of the use of Durkin Park for park purposes during disposition shall not exceed two (2) years within this five (5) year period.

B. The disposition of Commission New Water Supply Infrastructure not located in Durkin Park that requires the performance of construction activity or other physical work pursuant to Sections 7.2 through 7.3 shall be completed by the Commission to the satisfaction of Chicago within five (5) years after the later to occur of (i) the last day of the Term or (ii) the last day on which Chicago delivers Water to the Commission through the Point of Demarcation (unless Chicago and the Commission agree to a later date). In addition, any disposition work in a portion of public right-of-way within Chicago corporate boundaries shall be completed in a timely manner so as to minimize disruption of the public's use of that portion of the public right-of-way.

C. The purchase or transfer of any portion of the Commission New Water Supply Infrastructure and related real property or real property interests, if any, pursuant to this Article 7 shall be completed within one (1) year after the later to occur of (i) the last day of the Term or (ii) the last day on which Chicago delivers Water to the Commission through the Point of Demarcation (unless Chicago and the Commission agree to a later date).

7.6. Applicable Standards and Conditions.

A. All disposition procedures with respect to the Commission New Water Supply Infrastructure that requires the performance of construction activity or other physical work by the Commission shall be conducted by the Commission in accordance with applicable Laws. All dispositions involving modification to real property shall include the restoration of said real

property to Chicago's specifications. In addition, the method and procedures used shall be reasonable and consistent with the then-current standard used by Chicago for similar facilities owned by Chicago. If Chicago has no then-current standard, then the disposition shall be consistent with then-current industry standards. If the disposition is of construction work in progress by the Commission on the Commission New Water Supply Infrastructure, the disposition shall include (i) bringing any ongoing construction or modification of such Commission New Water Supply Infrastructure being constructed or modified to a safe and orderly conclusion and (ii) eliminating safety hazards related to any ongoing construction or modification of said Commission New Water Supply Infrastructure.

B. The Commission shall be responsible for obtaining and ensuring that all Contractors and Subcontractors obtain, all applicable approvals, permits and authorizations necessary for disposition of the Commission New Water Supply Infrastructure that requires the performance of work by the Commission from applicable local, State and federal agencies. Chicago will cooperate with the Commission and its Contractors and Subcontractors to enable the Commission to obtain, and will not unreasonably withhold, all Chicago approvals, permits and authorizations. Chicago will cooperate with the Commission and its Contractors and Subcontractors to enable the Commission to obtain all approvals, permits and authorizations necessary from other local, State and federal agencies with jurisdiction.

C. Compensation for the sale of a Project Element (or portion thereof) shall be determined as follows:

i. Except as otherwise provided in Subsection 7.6.D , if the Project Element (or portion thereof) is to be sold to Chicago or a designee of Chicago and the Project Element will be used by Chicago or its designee to provide Water service to Chicago, another Chicago Customer or a potential Chicago Customer, then the Commission shall receive compensation for the sale of the portion of the Project Element, which will be determined by a valuation determined based on one or more appraisals performed by appraisers or other qualified professionals designated by one or both of the Parties, which appraisers or other qualified professionals shall have experience in valuation of the type of Project Element (or portion thereof) to be sold.

ii. If the Project Element (or portion thereof) is to be sold to Chicago or a designee of Chicago and the Project Element (or portion thereof) will be used by Chicago or its designee for uses other than to provide Water service to Chicago, a Chicago Customer, or a potential Chicago Customer, then the Commission shall receive compensation for the sale of the Project Element (or portion thereof) at a price specified by Chicago in its sole discretion.

iii. If the Project Element (or portion thereof) is to be sold to Chicago or a designee of Chicago pursuant to Section 7.4, then the value of the real property owned by the Commission or easement, lease, license or similar interest held by the Commission shall be determined based on one or more real estate appraisals performed by appraisers who have received an MAI designation by the Appraisal Institute (or a similar certification) and are designated by one or both of the Parties.

D. Nothing in this Article 7 precludes the Commission from soliciting for and providing a proposal to Chicago that all or a portion of the Commission New Water Supply Infrastructure be sold by the Commission to another then-current or potential Chicago Wholesale Customer at a price agreed upon between the Commission and the Commission's proposed purchaser. In such an instance, the following will apply:

i. The Commission shall notify Chicago about the proposal and its terms not less than twenty-four (24) months prior to the last day of the Term.

ii. Chicago shall review and discuss the proposal with the Commission prior to determining, in Chicago's sole discretion, whether to approve or reject the proposal presented by the Commission.

iii. Chicago shall notify the Commission of its acceptance or rejection of the proposal not less than eighteen (18) months prior to the last day of the Term.

iv. If Chicago rejects such proposal, disposition of that portion of the Commission New Water Supply Infrastructure subject to the proposal shall be subject to the terms of Sections 7.2, 7.3 or 7.4, as applicable.

v. If the disposition method is sale to Chicago or its designee, the sale price shall be determined pursuant to Subsection 7.6.C.

vi. After the sale of the portion of the Commission New Water Supply Infrastructure to Chicago, if during the Resale Period:

a. Chicago sells that portion of the Commission New Water Supply Infrastructure identified in the Commission's proposal to the purchaser identified in the Commission's proposal; and

b. the purchase price identified in the Commission's proposal is greater than the amount paid by Chicago to the Commission pursuant to Subsection 7.6.C,

then Chicago shall pay to the Commission an additional amount to be known as the "Payable Supplemental Amount".

vii. The Initial Supplemental Amount shall be the amount of the purchase price identified in the Commission's proposal minus the purchase price paid by Chicago to the Commission. The Payable Supplemental Amount shall be the amount due from Chicago to the Commission and shall be calculated as follows:

a. During the first year of the Resale Period, the Payable Supplemental Amount shall be ninety-four and one-tenth percent (94.1%) of the Initial Supplemental Amount.

b. During the last year of the Resale Period, the Payable Supplemental Amount shall be five and nine-tenths percent (5.9%) of the Initial Supplemental Amount.

c. During each of the other years of the Resale Period, the Payable Supplemental Amount shall be a percentage of the Initial Supplemental Amount, which shall decrease each year from the immediately preceding year by an amount equal to five and nine-tenths percent (5.9%).

viii. The Payable Supplemental Amount shall be paid to the Commission within sixty (60) days after the receipt of the sale proceeds by Chicago from the purchaser identified in the Commission's proposal.

ix. If the purchase price identified in the Commission's proposal is not greater than the amount paid by Chicago to the Commission pursuant to Subsection 8.6.C, no amount shall be payable by Chicago to the Commission. If Chicago shall sell to a purchaser not identified in the Commission's proposal, no Payable Supplemental Amount shall be payable by Chicago to the Commission.

E. If the disposition of any Project Element (or portion thereof) of the Commission New Water Supply Infrastructure is by any method other than removal, the Commission will convey its right, title and interest in such Project Element (or portion thereof) to Chicago or its designee by bill of sale in a form acceptable to Chicago, or its designee, as well as any easement, lease, license, or similar right (to the extent it is assignable) required by Section 7.4 in a form acceptable to Chicago or its designee. Any conveyance involving abandonment in place will be promptly following completion of the abandonment in place by the Commission. All conveyances will be in "as is, where is" condition with no warranties or guarantees. Upon conveyance, the Commission will have no further responsibility or liability for the Project Element (or portion thereof) conveyed.

F. The Commission's performance of any removal or abandonment in place of any portion of the Commission New Water Supply Infrastructure shall include any environmental remediation of the Commission New Water Supply Infrastructure as required by the Easements and shall be performed in a manner that shall not result in any damage to:

i. the Chicago Water System in the vicinity of the removal or abandonment in place work being performed;

ii. water infrastructure not owned by Chicago but located within the Chicago corporate boundaries in the vicinity of the removal or abandonment in place work being performed; or

iii. any portion of the Commission New Water Supply Infrastructure to be conveyed to Chicago or its designee pursuant to this Agreement.

G. If the entire Project Element is to be disposed of by removal or abandonment in place, the Commission shall have the right to salvage portions of, and items within, that Project Element. If the Project Element (or portion thereof) will be repurposed for a use other than reuse as a water transmission or distribution facility, then the Commission will have the right to salvage portions of, and items within, that Project Element (or portion thereof) related to the provision of water service, subject to Chicago's approval, which shall not be unreasonably withheld.

H. The costs of all disposition procedures for the Commission New Water Supply Infrastructure, including permits and filing fees (but not amounts for any purchases by Chicago or its designee), shall be paid by the Commission.

I. Insurance coverage requirements with respect to the disposition of the Commission New Water Supply Infrastructure shall be as provided in Article 21.

J. If the tax-exempt bonds, financing, or debt obligations of either Party for the construction of the New Water Supply Infrastructure remain outstanding at the Termination of this Agreement, either Party shall not cause the transfer or sale of any portion of the New Water Supply Infrastructure to any third party if such transfer or sale would cause tax-exempt bonds, financing, or debt obligations to lose their tax-exempt status under the Internal Revenue Code, unless mutually agreed to by both Parties.

7.7. Article 7 to Survive Termination. Article 7 shall survive Termination of this Agreement.

ARTICLE 8. DESIGN AND CONSTRUCTION OF NEW WATER SUPPLY INFRASTRUCTURE

8.1. General; Scope. In order to enable Chicago to deliver and the Commission to receive Water from Chicago, certain New Water Supply Infrastructure will be required. Article 8 applies only to the initial design and construction of the New Water Supply Infrastructure and assigns responsibility for various roles in connection with the design and construction of various portions of the New Water Supply Infrastructure to each of the Parties.

8.2. New Water Supply Infrastructure in Chicago. The Parties shall coordinate in the design and construction of the following Project Elements of the New Water Supply Infrastructure that are located within the Chicago corporate boundaries:

A. The Chicago New Water Supply Infrastructure, which consists of the following:

i. Tunnel Connection;

ii. Tunnel Extension;

iii. Low Service Pump Station; and

iv. Chicago Service Valve.

B. The Commission New Water Supply Infrastructure, which consists of the following:

i. Meter Vault;

ii. Suction Well;

iii. High Service Pump Station; and

iv. Transmission Main-Chicago.

8.3. Design of, and Construction-Related Engineering Services for, the New Water Supply Infrastructure in Chicago. The Parties agree that the design review process in Section 8.6 will establish the mutually agreed-upon specifications and drawings which will be included in the Construction Contract for a Project Element and subject to Change as provided in Section 8.11. The Construction Contract will establish the basis for the Design Intent for the Project Element.

A. By Chicago. Chicago shall be responsible for and shall complete the design, permitting, procurement process, construction and Construction-Related Engineering Services for the following Project Element: Tunnel Connection.

B. By Commission. The Commission shall be responsible for and shall complete the design, permitting, procurement process, construction and Construction-Related Engineering Services for the following Project Elements: Tunnel Extension, Low Service Pump Station, Chicago Service Valve, Meter Vault, Suction Well, High Service Pump Station, and Transmission Main-Chicago.

8.4. Schedule and Milestones for Completion of New Water Supply Infrastructure in Chicago.

A. Overall Schedule and Milestones. As of the Effective Date, the Parties agree that a schedule of completion dates has been established for design, construction and commissioning of the Parties' respective Project Element(s) and milestones, based on the need for the provision of Water by Chicago to the Commission by the Targeted Water Delivery Date ("Completion Schedule"). The Parties agree to continue to collaborate on the Completion Schedule and the phasing of the Project Elements to allow for Water to be provided to the Commission by the Targeted Water Delivery Date. The Commission recognizes that completion of the Tunnel Extension must occur in a sufficient timeframe to allow for construction of the Tunnel Connection. Chicago recognizes that the Tunnel Connection construction must be completed in a timeframe to allow for the Commission's completion of the Project Elements other than the Tunnel Connection and Tunnel Extension. The Commission shall periodically notify Chicago of the status of construction of and the associated milestones for Project Elements other than the Tunnel Connection. Chicago shall periodically notify the Commission of the status of construction and associated milestones for the Tunnel Connection. The Parties agree to meet and confer on a periodic basis regarding progress toward completion of their respective Project Element(s). Each Party shall work in good faith and endeavor to meet the design, construction and commissioning milestone dates for each of the Project Elements for which said Party is responsible for designing, constructing, and providing under this Agreement. Milestones for each Project Element shall include, without limitation, conceptual design (10%), preliminary design (30%), final design (60%, 90%, 100%), bidding, contract award, construction (issuance of notice to proceed, substantial completion, final completion), start-up, commissioning, and final acceptance.

B. Notice of Delay of the Completion Schedule for the Project Elements. The Commission shall notify Chicago of any delay or anticipated delay in the completion of the Project Elements other than the Tunnel Connection, and Chicago shall notify the Commission of any delay or anticipated delay in the completion of the Tunnel Connection. These notices shall include at least the following information:

i. the reason for the delay;

ii. the steps to be taken to resolve the delay;

iii. the anticipated new date for completion of the subject Party's Project Element, as applicable;

iv. the impact on the Completion Schedule; and

v. the impact on the Parties' ability to provide Water by the Targeted Water Delivery Date.

Upon receipt of such a notice by a Party from the other Party, the Parties shall promptly meet and work together in good faith to address the reasons for the delay, and identify proposed and potential steps that can be taken to resolve the delay, in order to allow completion of the affected Project Element as near in time as possible to the date for completion of the Tunnel Connection or any of the other Project Elements, as applicable, and to enable the delivery and receiving of Water by the Targeted Water Delivery Date. The Parties will coordinate and work in good faith to not cause any unreasonable delays in the Completion Schedule.

8.5. Design Preferences and Roles of the Parties for New Water Supply Infrastructure in Chicago. Chicago and the Commission shall each be responsible for the planning and design of certain Project Elements, as described in Section 8.3 and agree that they will collaborate with each other in the design of both the Chicago New Water Supply Infrastructure and the Commission New Water Supply Infrastructure. Chicago's and the Commission's Design

Preferences will be reasonable and consistent with the current standards respectively used by Chicago and the Commission for similar facilities and if Chicago or the Commission has no current standard, then each Party's Design Preferences shall be consistent with current industry standards. All Project Elements shall be constructed in compliance with applicable Laws. The table in Exhibit C establishes the Party whose Design Preferences will govern for each Project Element, and the role of each Party in the planning and design of each Project Element.

8.6. Review Process for Design of Project Elements in Chicago.

A. Primary Key Representative. Each Party shall designate a primary key representative for the review process and to participate in the meetings under this Section 8.6. Either Party shall notify the other Party of any change in its primary key representative.

B. Meetings. The Parties agree to meet on a biweekly basis, at a minimum, during the planning and design phase for technical coordination, unless otherwise mutually agreed. The Parties agree to participate and have appropriate representation in attendance in order to facilitate coordination efforts.

C. Review Process, Timeframes and Milestones. To facilitate the review process, the Parties will comply, to the best of their ability with the review process, timeframes and milestones established in Exhibit D for review of design submittals for each of the Project Elements, subject to each Party receiving from the other Party the information necessary to complete its tasks in a timely manner.

8.7. Site Access During Design. During design of the Project Elements, access to the Southwest Pumping Station and Durkin Site will be required for field investigations. Access will be subject to the terms of any easement agreements or other agreements in place that apply to such access, and any additional permitting required for site access during design based on the type of field investigation being performed as well as the site on which it will be performed. The Commission and Chicago will work together to expedite site access permitting to prevent schedule delay.

A. For field investigations at the Southwest Pumping Station Site:

i. For field investigations that do not require excavation, such as surveying, notice of the proposed field investigations must be provided to Chicago at least forty-eight (48) hours in advance. Notice will include the names, driver's license numbers and mobile phone numbers of individuals that will be onsite as well as the anticipated dates and times access is required. Chicago will coordinate access for those individuals including designating a CDWM representative to meet the individuals onsite.

ii. For field investigations that require excavation, such as geotechnical borings, and an easement agreement is in place, the terms of the easement agreement will govern. If no easement agreement is in place, the Commission shall notify Chicago at least thirty (30) Business Days in advance and a right of entry agreement will be developed between the Parties to detail the requirements for access.

B. For field investigations at the Durkin Site:

i. For field investigations that do not require excavation, such as surveying, notice of the proposed field investigations must be provided to Chicago and CPD at least forty-eight (48) hours in advance. Notice will include the names, driver's license numbers and mobile phone numbers of individuals that will be onsite as well as the anticipated

dates and times access is required. CPD will coordinate access for those individuals which may include designating a CPD representative to meet the individuals onsite.

ii. For field investigations that require excavation, such as geotechnical borings, and an easement agreement is in place, the terms of the easement agreement will govern. If no easement agreement is in place, the Commission shall notify Chicago and CPD at least thirty (30) Business Days in advance and an access permit or access agreement will be developed between the Commission and CPD.

8.8. Permits and Approvals for New Water Supply Infrastructure in Chicago.

A. Responsibility for Obtaining Permits and Approvals. Each Party responsible for the design and permitting of, and the procurement process, construction and Construction-Related Engineering Services for, a Project Element of the New Water Supply Infrastructure as provided in Section 8.3 shall obtain, and ensure that all of its Contractors obtain, all applicable design and construction approvals, permits and authorizations necessary for such Party's respective components of the design and construction of each such Project Element from such local, State and federal agencies, including but not limited to the IEPA, as have jurisdiction over the real estate on which such Project Element is located and the work to be performed in connection with such Project Element. A table itemizing the Project Elements and the roles of each Party in connection with obtaining key permits from the IEPA and Chicago is included in Exhibit E. In order to facilitate obtaining necessary permits and approvals from Chicago, Chicago has provided to the Commission a list of all permits and approvals necessary for each Project Element (other than the Tunnel Connection) which list shall be updated from time to time.

B. Coordination. Chicago shall coordinate and collaborate with the Commission, and support and assist the Commission in its efforts, to obtain any approvals, permits and authorizations necessary for the construction and operation of the Project Elements (other than the Tunnel Connection) located within Chicago, and the Commission will coordinate and collaborate with Chicago in its efforts to obtain any approvals, permits and authorizations necessary for the construction and operation of the Tunnel Connection**.**

C. Chicago Fees. Chicago shall charge the Commission only the applicable standard fees under the Municipal Code of Chicago in connection with any permits, approvals and other items required to design, construct, maintain and repair the Project Elements for which the Commission is responsible under this Agreement.

8.9. Procurement, Bidding and Contracting. The bidding and contractor selection process, awarding of contracts and other procurement activities for each of the Project Elements located on the Southwest Pumping Station Site or the Durkin Site shall be handled by the Party listed on Exhibit B for that Project Element. The Parties agree that the Commission may use an alternate delivery method for some or all of the Project Elements primarily located on the Southwest Pumping Station Site or the Durkin Site for which the Commission is listed as the responsible Party.

A. Applicable Procurement and Bidding Requirements.

i. The Commission agrees that when it is contracting for any design or construction of the Project Elements and appurtenances located on the Southwest Pumping Station Site or the Durkin Site, the Commission shall conduct the bidding and Contractor selection process and requirements for, and award of, those contracts pursuant to the laws applicable to the Commission and in compliance with the requirements of Articles III through and including IX of Chapter 2-92 of the Municipal Code of Chicago,

including without limitation, the Chicago resident construction worker employment requirements under Section 2-92-330 *et seq*. of the Municipal Code of Chicago and the minority-owned ("MBE") and women-owned ("WBE") business enterprise procurement program under Section 2-92-420 *et seq.* of the Municipal Code of Chicago, including the minimum MBE participation goal of twenty-six percent (26%) and minimum WBE participation goal of six percent (6%) of the total contract value to the extent that the requirements do not conflict with any laws applicable to the Commission**.**

ii. Because the utilization of Certified Firms is essential to the economic vitality of Chicago, if (1) there is a shortfall of the contract participation goals stated in this Subsection 8.9.A(ii), and (2) the Commission or its Contractor has not made a convincing showing that it made good faith efforts to correct the shortfall in connection with said goals, then Chicago will have been harmed in a manner difficult to quantify. Therefore, the Parties agree that in the event of such a shortfall, Chicago may impose upon the Commission or its Contractor a sanction or remedy as provided in Section 2-92-740 of the Municipal Code of Chicago, provided however that Chicago may not impose any such sanction or remedy from both the Commission and its Contractor for the same violation. Any financial remedy paid to Chicago by the Commission or its Contractor under this Subsection 8.9.A(ii) will be placed into a fund to be utilized for support of Chicago's contracting equity and workforce development programs, and related uses.

iii. Furthermore, if there are significant or continuing shortfalls in participation of Certified Firms for the design and construction of a Project Element for which the Commission is responsible, Chicago may exercise a right of specific performance, an injunction, or any other appropriate equitable remedy, as may be applicable.

iv. The Commission will prepare documents in compliance with Chicago procurement requirements and goals for Project Elements and appurtenances located on the Southwest Pumping Station Site or the Durkin Site. The Commission agrees to comply and cause its Contractor to comply with said requirements and goals and will require the Contractor to require any and all Subcontractors or subsidiary Contractors to comply with these requirements and goals. In the event of a conflict between these requirements and goals and the requirements of any grant, loan or other financing being used by the Commission for the New Water Supply Infrastructure, the Parties agree to work in good faith to reach a resolution that will be consistent with Chicago's procurement goals while not jeopardizing the Commission's financing for the New Water Supply Infrastructure.

B. Compliance with Applicable Requirements. The Commission and DWM shall coordinate with respect to the requirements in Subsection 8.9.A are complied with for contracting for construction of the Project Elements located on the Southwest Pumping Station Site or the Durkin Site. The Commission shall provide Chicago with copies of the Commission's forms of bidding and selection process documents for Chicago's review and input.

C. Confidential Information. The Parties agree that all contracts and agreements entered into by each Party and their respective Contractors for Project Elements primarily located on the Southwest Pumping Station Site or the Durkin Site shall include confidentiality provisions requiring them to protect confidential information of each Party. The confidentiality provisions shall be consistent with the terms of all confidentiality agreements in effect between the Commission and Chicago.

8.10. Construction-Related Engineering Services.

A. Responsibilities. The Parties shall perform the responsibilities for Construction-

Related Engineering Services in connection with the Construction Contracts for the Project Elements as provided in this Section 8.10 and Exhibit B, unless otherwise mutually agreed by the Parties.

B. Project On-Site Representatives.

i. Chicago and the Commission shall each appoint an on-site representative (respectively, "Chicago Project On-Site Representative" and "Commission Project On-Site Representative"), who will be a full-time, on-site observer of construction of the Project Elements. A Project On-Site Representative may be a consultant retained by the Commission or Chicago, as applicable. The Project On-Site Representative for the Party holding the Construction Contract for the Project Element shall act as the Resident Engineer for that contract and Project Element. The Project On-Site Representative for the Party not holding the Construction Contract for the Project Element shall act as the Observer for that contract and Project Element. All communication from the Observer shall be directed to the Resident Engineer and not to the Contractor or any Subcontractors or suppliers. All direction to the Contractor for a Project Element shall be made by the Resident Engineer for that Construction Contract.

ii. The Observer shall observe the construction of the Project Elements, attend construction meetings, notify the Resident Engineer and the Commissioner if the Observer is for Chicago or the Executive Director if the Observer is for the Commission, about items of work with respect to the Project Elements the Observer believes does not conform with the Construction Contract, perform periodic inspections of a Project Element, and perform additional functions as described in Exhibit B.

C. Off-Site Construction Administrator. The Party holding the Construction Contract for a Project Element shall appoint a Construction Administrator to provide administration services and manage administration of the Construction Contract for the construction of that Project Element. All communication to the Contractor regarding administrative matters shall be made by the Construction Administrator.

D. Inspection.

i. General. The Resident Engineer and the Observer will be on-site on a full-time basis during construction of the various Project Elements and allowed to observe all aspects of the construction and attend construction meetings. The Observer may provide comments to the Resident Engineer about items of work that the Observer believes do not conform with the Construction Contract, which should be promptly communicated and also provided in writing within two (2) Business Days, as practicable, following the date on which the Observer first observed the issue to which the comment pertains. It is understood by the Parties that for matters not observed and communicated by the Observer within two (2) Business Days that are not in conformance with the Construction Contract will still be evaluated for resolution regardless of when they are identified. For matters observed that do not conform with the Construction Contract and are communicated to the Resident Engineer by the Observer but are not resolved, the Observer may notify both Parties that a stop work order is recommended and either the Executive Director or the Commissioner will review, discuss and issue the stop-work order if warranted for their respective Construction Contracts.

ii. Coordinated Inspections. Prior to the commencement of construction, the Parties will meet and mutually agree on particular components of the Project Element on which they will jointly conduct a coordinated inspection. These inspections may include

additional personnel for each Party in addition to the Resident Engineer and the Observer, such as individuals with particular expertise regarding the component being inspected. All comments by the Party not holding the Construction Contract for the Project Element about items of work that the Party believes do not conform with the Construction Contract should be promptly communicated and also provided in writing through the Observer to the Resident Engineer within two (2) Business Days, as practicable, following the date on which the inspection was performed. The Parties may mutually agree to conduct additional coordinated inspections (which may be re-inspections) of particular components during the performance of the work.

iii. Final Inspections. When the Contractor has reached substantial completion of a Project Element, the Parties will jointly conduct a coordinated inspection of the entire Project Element. These inspections may include additional personnel for each Party in addition to the Resident Engineer and the Observer, such as individuals with particular expertise regarding various components being inspected. All comments by the Party not holding the Construction Contract for the Project Element about items of work that the Observer believes do not conform with the Construction Contract should be promptly provided in writing through the Observer to the Resident Engineer within ten (10) Business Days, as practicable, following the date on which the inspection was performed. The Parties will conduct additional coordinated inspections as necessary until the Project Element is ready for final acceptance.

iv. Comment Resolution. The Resident Engineer shall be responsible to resolve all written comments received from the Observer. The Resident Engineer will promptly meet with the Observer and review the Observer's written comments. If the comment cannot be easily resolved in the field, or if there is not mutual agreement on its resolution, the comment will be discussed by the Commissioner and the Executive Director. If a matter is not resolved with a Change in the Construction Contract pursuant to Section 8.11, there is still no resolution, then the comment resolution will be decided by the Party that will own the Project Element upon completion. Approvals of comment resolution may not be unreasonably withheld, delayed or denied.

v. Permit Inspections. Review of plans, construction and installation of the Project Elements will be subject to certain inspections by Chicago departments under whose jurisdiction said work is done and which will issue permits under applicable Laws and regulations. In the event of a conflict between the permit inspector and the Observer, the permit inspector's approval will control and govern for work performed under the permit issued by the inspector's department.

E. Construction Submittals. The Construction Administrator will review the Contractor's submittals. For Project Elements to be owned by Chicago (Tunnel Extension, Low Service Pump Station, Chicago Service Valve), electronic copies of all approved submittals will be provided to Chicago for its record. If the document submitted (such as a shop drawing, RFI (request for information) or other required document) proposes a change to the Construction Contract which is reviewed and recommended by the Construction Administrator and Resident Engineer, the change process described in Section 8.11 will be followed.

8.11. Changes in Project Element Construction Contract. The Parties agree that Changes may be necessary from time to time during the construction of the Project Elements primarily located on the Southwest Pump Station Site and the Durkin Site, and agree that the principles in this Section 8.11 will apply to the review and approval of various categories of Changes:

A. Submission and Approval. Submission and approval of proposed Changes shall be subject to the following:

i. For all Project Elements: All proposed Changes that result in the change of the location of any of the Project Elements must be submitted by the Commission to the Observer for Chicago and is subject to approval by Chicago.

ii. For the Tunnel Connection: All proposed Changes that will limit or reduce the capacity of the Tunnel Connection must be submitted by Chicago to the Observer for the Commission and is subject to the Commission's approval.

iii. For Project Elements Chicago will own (Tunnel Extension, Low Service Pump Station, Chicago Service Valve): Prior to construction, the Resident Engineer and Observer will develop a process for the Observer to review and approve minor changes in the field. All other Changes must be submitted by the Commission to the Observer for Chicago and are subject to approval by Chicago.

iv. For Project Elements the Commission will own (Meter Vault, Suction Well and High Service Pump Station): All proposed Changes to the Project Elements the Commission will own that will affect the operations of the Chicago Water System must be submitted by the Commission to the Observer for Chicago and are subject to approval by Chicago. All proposed Changes to the Meter Vault that will affect the accuracy of the meters in the Meter Vault must be submitted by the Commission to the Observer for Chicago and are subject to approval by Chicago. All proposed Changes to the Suction Well and High Service Pump Station that will affect the air gaps at those Project Elements must be submitted by the Commission to the Observer for Chicago and are subject to approval by Chicago.

B. Procedures for Changes.

i. All proposed Changes to the Construction Contract for a Project Element required to be submitted to a Party pursuant to this Section 8.11 shall be submitted by the Resident Engineer to the other Party's Observer and shall include the documentation substantiating the need for that Change.

ii. The Parties agree that the Resident Engineer and Observer will consult with each other, by meeting in person, by electronic communications or both, regarding Changes that are submitted.

iii. The Observer receiving the Change should provide initial feedback within two (2) Business Days, as practicable, and a formal response within ten (10) Business Days, as practicable which time period may be extended or reduced by mutual agreement of the Parties based on the extent and urgency of the Change being proposed. The response may be to approve the Change or disapprove the Change. A Party may disapprove a Change only for items that require that Party's approval under Subsection 8.11.A. In the event of a disapproval, the Resident Engineer and the Observer shall consult with each other to determine if there is a modification to the Change that would be mutually agreed and approved.

iv. If a Change is due to an emergency situation, the Parties will give such notice to each other and consult with each other as may be practicable under the circumstances. If the Observer is absent or cannot be reached, the Party requesting the

Change will proceed to address the emergency situation and notify the Observer for the other Party promptly thereafter.

v. If the Party not proposing the Change does not respond to the proposed Change, the Party proposing the Change will proceed in good faith and its best judgment and notify the other Party's through its Observer.

vi. The Parties will coordinate and work in good faith to avoid any unreasonable delays in responding to requests for Change.

8.12. Construction Cost Totals. The Party responsible for design of the Project Element is also the Party responsible for awarding the Construction Contract (pursuant to Section 8.3), and shall provide the following cost information to the other Party at the times designated below:

A. an opinion of probable construction cost for each Project Element primarily located on the Southwest Pumping Station Site or the Durkin Site at each design milestone (10%, 30%, 60%, 90%);

B. the contract price for each Project Element primarily located on the Southwest Pumping Station Site or the Durkin Site at the time of award of the Construction Contract; and

C. updated construction costs for such Project Element at appropriate intervals during construction.

8.13. Start-Up and Commissioning Plan for New Water Supply Infrastructure in Chicago.

A. The Party holding the Construction Contract for a Project Element shall be responsible for performing the procedures necessary for initial start-up and commissioning of that Project Element. Because the eight Project Elements within Chicago corporate boundaries must work together in a coordinated fashion to deliver and receive Water, the Parties will cooperate in performing the start-up and commissioning procedures for these Project Elements. The Parties agree to work collaboratively to develop a mutually acceptable plan (to be called the "Start-Up and Commissioning Plan") to effectuate the start-up and commissioning of these Project Elements, which plan shall (i) contain those necessary procedures as are mutually agreed-upon by the Parties through this collaborative process, (ii) be consistent with the framework established in this Section 8.13 and Section 8.14 and (iii) enable the Parties to complete the transfer of the Conveyed Water Infrastructure to Chicago as provided for in Section 8.14.

B. The Conveyed Water Infrastructure will be tested by the Contractor constructing a Project Element, during which Chicago personnel shall be present, and such Contractor shall be responsible for resolving any punch-list items documented by the testing and inspection for any period prior to final acceptance under the Contractor's Construction Contract for that Project Element. All Project Elements constituting the Conveyed Water Infrastructure will be subject to correction by the Contractor for that Project Element of any items covered by the warranty during the warranty period of the Construction Contract for that Project Element.

C. The Commission will retain a Contractor which shall be responsible for start-up and commissioning of the Project Elements constructed by the Commission. Following final completion and acceptance of each Project Element constituting the Conveyed Water Infrastructure pursuant to the Construction Contract for that Project Element, the start-up and commissioning Contractor will take responsibility for maintaining each Project Element in a condition ready for start-up and commissioning prior to the delivery of Water by Chicago to the Commission until the time of transfer to Chicago.

D. In the event that correction or repair (rather than maintenance by the start-up and commissioning Contractor) of a Project Element of the Conveyed Water Infrastructure is necessary after the end of the warranty period but prior to conveyance to Chicago, the Commission will engage a Contractor to make the correction or repair, and Chicago will pay the cost of such correction. Any such payment by Chicago will be included in the cost of the Project Element and included in the Cost of Service Study after the payment has been made for the purpose of determining the water rate pursuant to Article 17.

8.14. Transfer of Ownership of Certain Project Elements.

A. The transfer of the Conveyed Water Infrastructure by the Commission to Chicago shall be addressed through collaboration of the Parties as an element in the Start-Up and Commissioning Plan. The Commission's transfer of the Conveyed Water Infrastructure shall take place in conjunction with the start-up and commissioning of the New Water Supply Infrastructure and commencement of Partial Delivery of Water to the Commission on a regular basis, upon Chicago's acceptance of the Conveyed Water Infrastructure as described in Subsection 8.14.B and confirmation that all amounts required to be paid by Chicago for construction of each Project Element have been paid.

B. Chicago's acceptance of the Conveyed Water Infrastructure shall be contingent on:

i. the Conveyed Water Infrastructure's completion in compliance with the Design Intent approved by Chicago and the Commission subject to modification pursuant to the Change process in Section 8.11, notwithstanding minor punch-list items documented as of the date of the transfer which do not affect Chicago's ability to operate the Chicago Water System to provide Partial Delivery or Full Delivery on a regular basis. If Chicago's acceptance of the Conveyed Water Infrastructure occurs prior to final acceptance pursuant to the Contractor's Construction Contract with the Commission, then the Contractor shall remain responsible for resolving said punch-list items including operational issues that may reasonably attributed to punch-list items. If Chicago's acceptance of the Conveyed Water Infrastructure occurs concurrent with or subsequent to final acceptance pursuant to the Contractor's Construction Contract with the Commission, then the Contractor shall be responsible for resolving any items covered by the warranty during the warranty period of the Construction Contract for that Project Element. Resolution of punch-list or warranty items shall be performed by the Contractor in a timely manner as required by Chicago and in a manner consistent with the Contractor's Construction Contract; and

ii. the Commission New Water Supply Infrastructure and the Conveyed Water Infrastructure's testing, flushing, and disinfection as part of start-up and commissioning pursuant to the Start-Up and Commissioning Plan. Chicago personnel shall be present for said testing, flushing, disinfection, and start-up and commissioning.

C. Transfer documents shall be in a form mutually acceptable to the Parties and any warranties provided by the Contractor for each of the Conveyed Water Infrastructure Project Elements in effect at the time of conveyance to Chicago will be assigned to Chicago. Upon completion of the required transfers and assignments, the transfer of those Project Elements and warranties shall be final and Chicago will be the owner and sole operator of those Project Elements.

D. Subject to other requirements of Section 8.13 and this Section 8.14 and the Start-Up and Commissioning Plan, the Commission's transfer of the Conveyed Water Infrastructure

shall take place prior to Partial Delivery unless otherwise mutually agreed to by the Parties.

8.15. Coordination of Communications and Public Education and Outreach.

A. Coordination by the Parties. Chicago and the Commission agree to coordinate in communicating with affected government agencies and officials, community organizations, and the public regarding the design and construction of the Project Elements within Chicago's corporate boundaries, in order to enhance understanding about the nature and extent of the construction and the ongoing use of the Chicago New Water Supply Infrastructure and Commission New Water Supply Infrastructure for the provision of water supply to the Commission and the changes to Durkin Park for future use by the public. This communication will be developed and implemented to achieve these and other mutually agreed objectives, and could be accomplished by a variety of means, including meetings with appropriate agencies, officials and organizations; distribution of information via various means such as newsletters, websites, social media, signage; and other methods to be developed.

B. Role of Chicago. Chicago will be primarily responsible for these types of communication and public education and outreach in connection with the construction of Project Elements within Chicago's corporate boundaries and will include coordination with Chicago's Director of Public Affairs and Deputy Commissioner, Regional Partnerships, both in the DWM, and the office of the 18th Ward Alderman, as appropriate.

C. Role of the Commission. The Commission will support Chicago in Chicago's efforts under this Subsection 8.15.

8.16. New Water Supply Infrastructure Outside Chicago. The Commission shall provide such portions of the New Water Supply Infrastructure located outside the Chicago corporate boundaries as are necessary to transmit Water from the Transmission Main-Chicago to the southwest suburban region to be served by the Commission, sufficient to serve all Commission Customers.

8.17. New Water Supply Infrastructure Beyond Point of Demarcation. Chicago will not be responsible for the New Water Supply Infrastructure located downstream of the Point of Demarcation.

ARTICLE 9. FINANCING THE NEW WATER SUPPLY INFRASTRUCTURE

9.1. Financing the New Water Supply Infrastructure.

A. Chicago shall obtain sufficient financing for payment of the entire costs of the Tunnel Connection, the Tunnel Extension, the Low Service Pump Station, and the Chicago Service Valve ("Chicago Sufficient Financing").

B. The Commission shall obtain sufficient financing for payment of (1) the entire costs of the Meter Vault, the Suction Well, the High Service Pump Station and the Transmission Main; (2) all the costs relating to the real estate transactions necessary to effect this Agreement, including, but not limited to the Easements and the Durkin Temporary Construction Easement Agreement; and (3) the costs of the New Water Supply Infrastructure outside of the Chicago corporate boundaries including all related appurtenances (collectively, "Commission Sufficient Financing").

9.2. Financing Plans.

A. Six (6) months before the start of each Party's bidding and award period for Construction Contracts ("Bidding and Award Period Start Date") for the following:

i. the Tunnel Extension, Low Service Pump Station and Chicago Service Valve, the Commission shall provide notice to Chicago of the applicable Bidding and Award Period Start Date; and

ii. the Tunnel Connection, Chicago shall provide notice to the Commission of the applicable Bidding and Award Period Start Date.

The Parties agree that prior to the Effective Date, Joliet provided to Chicago, and Chicago has received, the notice required by this Subsection 9.2.A in connection with the Tunnel Extension, Low Service Pump Station and Chicago Service Valve.

B. Four (4) months prior to the Bidding and Award Period Start Date for:

i. the construction of any one or more of the Tunnel Extension, Low Service Pump Station and Chicago Service Valve, the Commission shall present to Chicago a written financing plan describing the Commission's plan to procure the Commission Sufficient Financing; and

ii. Chicago shall present to the Commission a written financing plan describing Chicago's plan to procure the Chicago Sufficient Financing.

Each financing plan shall include a timetable of transactions, dollar amount of the transactions and funding source, and may be amended at any time by the Parties. The Parties agree that between the Original Effective Dave and the Effective Date, Joliet provided to Chicago the written financing plan required by Subsection 9.1.B(i) and Chicago provided to Joliet the financing plan required under Subsection 9.1.B(ii) for the Tunnel Extension, Low Service Pump Station and Chicago Service Valve.

9.3. Chicago Inability to Obtain Sufficient Chicago Financing. If Chicago is unable to obtain the Chicago Sufficient Financing, in whole or in part, the Commission may elect to procure all or a portion of the financing for the Chicago New Water Supply Infrastructure ("Substitute Chicago Financing") pursuant to the terms of this Section 9.3 as follows:

A. Chicago shall provide written notice to the Commission that it is unable to obtain Chicago Sufficient Financing as soon as practicable for each anticipated transaction included in Chicago's financing plan for which Chicago is unable to obtain Chicago Sufficient Financing.

B. The Commission shall have thirty (30) days to provide written notice to Chicago whether the Commission elects to procure Substitute Chicago Financing.

C. The Commission shall notify Chicago of the key terms of the proposed Substitute Chicago Financing, including the time period for which the Substitute Chicago Financing is anticipated to be available. The Substitute Chicago Financing is subject to approval by Chicago in its sole discretion in writing. Chicago shall notify the Commission whether it approves or rejects such Substitute Chicago Financing within sufficient time for the Commission to obtain such financing under the key terms proposed.

D. Upon receipt of such approval, the Commission may proceed to obtain the

Substitute Chicago Financing.

E. The Parties agree that the Substitute Chicago Financing shall not be secured by the full faith and credit of Chicago as a general obligation, nor shall the Substitute Chicago Financing encumber the infrastructure of the Chicago Water System.

9.4. Commission Inability to Obtain Commission Sufficient Financing. If the Commission is unable to obtain the Commission Sufficient Financing for the Commission New Water Supply Infrastructure in whole or in part, Chicago may explore the option of providing financing ("Substitute Commission Financing") to the Commission for all or a portion of the Commission New Water Supply Infrastructure if requested by the Commission pursuant to the terms of this Section 9.4. The Commission may consider but is not obligated to approve and accept such Substitute Commission Financing.

A. If the Commission wishes to request that Chicago provide the option of Substitute Commission Financing, the Commission shall provide written notice to Chicago that it is unable to obtain Commission Sufficient Financing as soon as practicable for each anticipated transaction included in the Commission's financing plan.

B. Chicago shall have thirty (30) days to provide written notice to the Commission whether Chicago proposes to obtain Substitute Commission Financing.

C. The Parties agree that approval of the proposed Substitute Commission Financing is subject to the Commission's approval at the sole discretion of the Commission.

D. Chicago shall notify the Commission of the key terms of the proposed Substitute Commission Financing, including the time period for which the Substitute Commission Financing is anticipated to be available. The Commission shall notify Chicago whether it approves, or rejects, such Substitute Commission Financing within sufficient time for Chicago to obtain such financing under the key terms proposed.

E. Upon receipt of such approval, Chicago shall proceed to obtain the Substitute Commission Financing.

F. The Parties agree that the Substitute Commission Financing shall not be secured by the full faith and credit of the Commission as a general obligation, nor shall the Substitute Commission Financing encumber the infrastructure of the Commission Water System.

9.5. Status Reports of Procurement. The Commission and Chicago shall each provide the other Party with a status of the procurement of the Commission Sufficient Financing or Chicago Sufficient Financing, as applicable, on an annual basis, and shall promptly notify the other Party in the event of a material change in said Party's financing plan.

9.6. Commission Termination for Inability to Procure Financing. In the event the Commission is unable to procure Commission Sufficient Financing for the New Water Supply Infrastructure, then the Commission may terminate this Agreement pursuant to the terms of Article 6.

9.7. Commission-Constructed Chicago New Water Supply Infrastructure Financing and Funding.

A. Chicago Funding of Commission-Constructed Chicago New Water Supply Infrastructure. Chicago and the Commission agree that Chicago shall make available funds

sufficient to pay for the construction of the Tunnel Extension, Low Service Pump Station and Chicago Service Valve to be constructed by the Commission (collectively, "Commission-Constructed Chicago New Water Supply Infrastructure") up to the Commission-Constructed Chicago New Water Supply Infrastructure Cost (as defined in this Agreement) and as provided in this Subsection 9.7.A. Chicago shall fund the costs of construction of the Commission-Constructed Chicago New Water Supply Infrastructure as said costs are incurred by the Commission during the period until all payments required pursuant to the Construction Contracts for the Commission-Constructed Chicago New Water Supply Infrastructure have been paid.

B. Cost of Commission-Constructed Chicago New Water Supply Infrastructure. The Commission has provided information to Chicago, and Chicago understands that the cost of Commission-Constructed Chicago New Water Supply Infrastructure is, as of the Original Effective Date, estimated to be up to sixty-five million dollars ($65,000,000) ("Commission-Constructed Chicago New Water Supply Infrastructure Cost"). As provided in Section 17.2, for purposes of the calculation of the Charged Water Rate as provided in this Agreement, the Commission-Constructed Chicago New Water Supply Infrastructure Cost amount shall be adjusted accordingly so that the fair value net plant investment of the Commission-Constructed Chicago New Water Supply Infrastructure shall be calculated based on the actual cost incurred by Chicago for the Commission-Constructed Chicago New Water Supply Infrastructure.

C. Chicago Appropriation for Financing Relating to Agreement. The City Council, pursuant to that certain ordinance enacted on April 19, 2023 ("Chicago Appropriation Ordinance"), has appropriated the amount of sixty-five million dollars ($65,000,000) for the purposes of financing the Commission-Constructed Chicago New Water Supply Infrastructure Costs. If the Commission-Constructed Chicago New Water Supply Infrastructure Costs increase to an amount in excess of said appropriation and Chicago agrees to such an increase, Chicago shall present an additional appropriation before the Chicago City Council for its consideration and approval.

D. Funding Source. Chicago and the Commission agree that two (2) months before the Bidding and Award Period Start Date, Chicago shall have a Commission-Constructed Chicago New Water Supply Infrastructure funding source available for disbursement under the terms of this Agreement.

E. Preconditions of Disbursements of Funds for Commission-Constructed Chicago New Water Supply Infrastructure. Prior to each disbursement of funds for the Commission-Constructed Chicago New Water Supply Infrastructure, but not more often than once a month, the Commission shall submit to Chicago a disbursement request ("Disbursement Request") with copies of supporting documentation including but not limited to engineering certificates, invoices, final statements, final estimates and such other documentation required by Chicago. Chicago shall promptly review each Disbursement Request and, if satisfactory to Chicago, it shall be approved by Chicago in its reasonable discretion. Chicago shall have thirty (30) days from receipt of the Disbursement Request to approve or deny the Disbursement Request or request additional information from the Commission. If approved, Chicago will release the funds in a manner mutually agreed by the Parties. In the event of denial, Chicago shall provide an explanation of the reasons for the denial and the Commission will have the opportunity to provide updated or revised information to address the reasons for denial. Delivery by the Commission to Chicago of each Disbursement Request shall constitute a certification to Chicago, as of the date of such Disbursement Request, that:

i. the total amount of the Disbursement Request represents the actual amount payable to (or paid to) a Contractor and/or Subcontractors or other parties and/or their payees who have performed work, or provided goods or services with respect to the Commission-Constructed Chicago New Water Supply Infrastructure;

ii. all amounts shown as previous payments on the current Disbursement Request have been paid to the parties entitled to such payment;

iii. the Commission has approved all work and materials for the current Disbursement Request, and such work and materials conform to the Chicago New Water Supply Infrastructure plans and specifications;

iv. the representations and warranties contained in this Agreement are true and correct and the Commission is in compliance with all covenants contained herein;

v. the Commission has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Commission-Constructed Chicago New Water Supply Infrastructure;

vi. no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default under this Agreement exists or has occurred;

vii. the Commission has taken no action or omitted to take action which could have the effect of causing interest on any Chicago tax-exempt line of credit or other obligation to be includable in gross income for federal income tax purposes under the Internal Revenue Code; and

viii. Chicago may require the Commission to submit further documentation to verify that the matters certified to above are correct, and any disbursement shall be subject to Chicago's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent Chicago from relying on such certifications by the Commission. In addition, the Commission shall have satisfied all other preconditions of disbursement of funds for Commission-Constructed Chicago New Water Supply Infrastructure for the Disbursement Request, including but not limited to requirements set forth in this Agreement.

F. Use of Funds for Commission-Constructed Chicago New Water Supply Infrastructure. Funds provided for Commission-Constructed Chicago New Water Supply Infrastructure may only be used to pay or to reimburse the Commission or to make payments as directed by the Commission, for the costs of the Commission-Constructed Chicago New Water Supply Infrastructure. The Commission agrees not to use the Commission-Constructed Chicago New Water Supply Infrastructure funds in any manner which would adversely affect the exclusion of the interest on a tax-exempt obligation, if any, issued by Chicago in connection with funding for the Commission-Constructed Chicago New Water Supply Infrastructure from the gross income of the recipients of said tax-exempt obligation for federal income tax purposes, and shall act in compliance with all applicable Laws and regulations under the Internal Revenue Code.

ARTICLE 10. REAL ESTATE MATTERS

10.1. Real Estate for Chicago New Water Supply Infrastructure and Commission New Water Supply Infrastructure. In order to enable the delivery of Water by Chicago to the Commission, the Parties have agreed that additional facilities must be provided in proximity to Chicago's Southwest Pumping Station, and that certain real estate transactions will be necessary for those facilities, as described in this Article 10.

A. The Chicago New Water Supply Infrastructure will be located on the Southwest Pumping Station Site.

B. The Commission New Water Supply Infrastructure will be located within the Chicago corporate boundaries, with a portion located on the Southwest Pumping Station Site and a portion located on the Durkin Site.

10.2. Durkin Park and the Durkin Site. The Parties agree that the following has occurred prior to July 31, 2023, in order to enable the construction, operation, maintenance and permanent placement of a portion of the Commission New Water Supply Infrastructure in Durkin Park and on the Durkin Site, unless otherwise mutually agreed by the Parties and that certain other actions will or may occur as described below:

A. Chicago has acquired from CPD, and CPD has transferred to Chicago, title to the Durkin Site pursuant to and in accordance with the terms of the IGA, for use in support of the Chicago Water System, specifically for the construction and operation of the Suction Well.

B. The IGA was originally approved by the Chicago Plan Commission on April 15, 2021, pursuant to Resolution Number 21-011-21, and is authorized by an ordinance adopted by the Chicago City Council on July 21, 2021, and published in the Journal of the Proceedings of the City Council for such date at pages 32846 through 32859, and by a resolution adopted by the Board of Commissioners of CPD on July 16, 2021.

C. Chicago and CPD have entered into that certain Lease dated July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2321357007 on August 1, 2023), whereby Chicago leased a portion of the surface area of the Durkin Site to CPD to ensure the continued use of the Durkin Site as a public park; provided, however, CPD's right to use and enjoy the surface area of the Durkin Site shall be paused during construction of the Commission New Water Supply Infrastructure and restoration of Durkin Park by the Commission. Concurrent with the execution of this Agreement, Chicago and CPD will enter into an amended and restated lease to reflect the assignment of the 2023 WSA, the Durkin Site Easement and the Durkin Temporary Construction Easement Agreement to the Commission.

D. Chicago has granted an easement to Joliet pursuant to the Durkin Site Easement dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428019 on August 22, 2023) pursuant to which, among other things, Chicago has granted Joliet a "permanent" easement (coterminous with this Agreement, unless terminated earlier in accordance with Section 3 of the Durkin Site Easement) on the Durkin Site for the construction, operation and maintenance, and permanent placement of a portion of the Commission New Water Supply Infrastructure and related appurtenances. Concurrent with the execution of this Agreement, Chicago and the Commission will enter into an amended and restated easement agreement to reflect the assignment of the 2023 WSA and the Durkin Park Easement to the Commission.

E. The Parties agree and acknowledge that under the terms of the IGA, ownership of the Durkin Site will revert from Chicago back to CPD following the Termination or the expiration of this Agreement, upon which all of the Easements will terminate, as provided under the terms of said Easements; provided, however, that such reversion of title shall not occur (although the termination of Easements shall still occur) if the Commission has commenced construction of the Commission New Water Supply Infrastructure on the Durkin Site.

F. CPD has entered into a Durkin Temporary Construction Easement Agreement with Joliet dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document

No. 2323428020 on August 22, 2023), pursuant to which, among other things, CPD has granted to the Commission temporary easement areas on a portion of Durkin Park for use during the construction of and permanent placement of a portion of the Commission New Water Supply Infrastructure and related appurtenances on the Durkin Site and for future construction, maintenance and repair. Concurrent with the execution of this Agreement, CPD and the Commission will enter into an amended and restated easement agreement to reflect the assignment of the 2023 WSA, the Durkin Site Easement and the Durkin Temporary Construction Easement Agreement to the Commission.

10.3. Southwest Pumping Station Site. Chicago and Joliet have entered into the Southwest Pumping Station Site Easement dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428018 on August 22, 2023), pursuant to which, among other things, a portion of the Commission New Water Supply Infrastructure and related appurtenances shall be constructed, owned, operated and maintained at the Southwest Pumping Station Site and shall include the grant to the Commission of two (2) permanent easements and seven (7) temporary easements. Concurrent with the execution of this Agreement, Chicago and the Commission will enter into an amended and restated easement agreement to reflect the assignment of the 2023 WSA and the Southwest Pumping Station Site Easement to the Commission.

10.4. Compensation.

A. The Commission hereby agrees to pay all of the costs of certain restorations and improvements to the Durkin Site and the Durkin Temporary Construction Easement Area including but not limited to the construction of a new natural grass turf field or any other improvement on the Durkin Site and/or the Durkin Temporary Construction Easement Area mutually agreed upon up to the value of an artificial turf, junior-size soccer field.

B. The Parties acknowledge that Joliet has paid to CPD, and CPD has received, (i) the agreed-upon valuation of the Durkin Temporary Construction Easement Area and (ii) the aggregate amount of One Million Seven Hundred and Fifty Thousand dollars ($1,750,000) to compensate for the disruption of Chicago's residents' use of the Durkin Site during construction. CPD shall use the $1,750,000 payment to construct improvements at other CPD locations in the area, as provided in the IGA.

C. The Parties acknowledge that Joliet has paid to Chicago the agreed-upon valuation of the two (2) permanent easements and seven (7) temporary easements pursuant to the Southwest Pumping Station Site Easement and the agreed-upon valuation of the Durkin Site after execution of the Southwest Pumping Station Site Easement and the Durkin Site Easement, respectively.

ARTICLE 11. WATER PURCHASE AND SALE; QUANTITY AND CAPACITY

11.1. Delivery of Water.

A. General. Chicago shall deliver to the Commission at the Point of Demarcation, and the Commission shall purchase and take from Chicago, a supply of Water pursuant and according to the terms of this Agreement. The quantity of Water to be delivered by Chicago at various times during the Term will be determined according to the following provisions and subject to Sections 11.7 and 11.8:

i. the quantity of Water to be provided by Chicago is governed by Section 11.2;

ii. State Water Allocations are governed by Section 11.3;

iii. the schedule for Water delivery by Chicago is governed by Section 11.4;

iv. the addition of Commission Customers (other than Emergency Purchasers) is governed by Section 11.5; and

v. the removal of Commission Customers (other than Emergency Purchasers) is governed by Section 11.6.

B. Water for Commission Customers. All Water provided will be for the Commission and the Commission Customers, except as provided in Section 11.9 or as otherwise authorized by Chicago.

C. Uniform Rate of Water Delivery. Chicago shall deliver Water to the Commission from the Chicago Water System at the Point of Demarcation at as uniform a rate as practicable during the twenty-four (24) hours of each day; notwithstanding the foregoing, either Party may request a non-uniform flow to which the other Party may agree in its reasonable discretion.

D. Title to Water. Title to all Water delivered by Chicago shall remain with Chicago upstream of the Point of Demarcation. The Commission shall take title to the delivered Water at the Point of Demarcation and shall deem the Water as having been delivered by Chicago**.**

11.2. Quantity of Water.

A. Daily Quantity. Chicago shall deliver Water to the Commission on any day in an amount as requested by the Commission; provided, however, that Chicago shall not be obligated to deliver an amount exceeding the lesser of (i) Guaranteed Maximum Capacity or (ii) Contractual Maximum Day Demand.

B. State Water Allocations. The quantities of Water shown on Exhibit A for the Allocation Amounts shall be the quantities allocated in the State Water Allocation, as modified or extended from time to time, for the Commission (if any), and each of the Commission Wholesale Customers and the Subsequent Purchasers.

C. Then-Current LSPS Capacity. Chicago agrees that it will be able to provide Water at the Then-Current LSPS Capacity at all times on and after the Targeted Water Delivery Date and during the Term, except as otherwise provided by this Agreement.

D. Guaranteed Maximum Capacity. As of the Effective Date, the Chicago Water System has sufficient capacity to supply Water to the Commission for the Commission and the Commission Customers in amounts up to and including Guaranteed Maximum Capacity. During the Term, Chicago shall maintain and reserve sufficient capacity to supply Water to the Commission and the Commission Customers in amounts up to and including Guaranteed Maximum Capacity which as of the Effective Date is one hundred and five (105) MGD. Any increase in Guaranteed Maximum Capacity is subject to the process in Section 11.7.

E. Modifications to Exhibit A. Modifications to Exhibit A to reflect changes in State Water Allocations of the Commission (if any), the Commission Wholesale Customers and the Subsequent Purchasers and the addition of State Water Allocations for new Commission Wholesale Customers and Subsequent Purchasers and for the Commission (if any) will be made as provided in this Subsection 11.2.E. If any of the following events occur, the Commission shall promptly notify Chicago and provide an updated Exhibit A that is consistent with the applicable

State Water Allocation. Such an updated Exhibit A shall replace the then-existing Exhibit A; approval of such updated Exhibit A by either Party shall be required only as provided in those portions of Section 11.5 and Section 11.7, if any, that are applicable to the particular event.

i. If the State Water Allocation of the Commission (if any), the Commission Wholesale Customers or any then-current Subsequent Purchaser is modified to (i) change the quantities of Water allocated therein or (ii) change the Water Years included therein; provided, however, that if such a modification will result in a change in Water quantity to be provided by Chicago to the Commission as described in Subsections 11.7.B or 11.7.C, then the procedures in the applicable Subsection shall apply;

ii. If the Commission proposes to add a new Commission Wholesale Customer or Subsequent Purchaser meeting the criteria in Subsection 11.5.A(i); provided, however, that if Chicago approves of the addition of the new Commission Wholesale Customer or Subsequent Purchaser and such an addition will result in a change in Water quantity to be provided by Chicago to the Commission as described in Subsections 11.7.B or 11.7.C, then the procedures in the applicable Subsection shall apply;

iii. If the Commission proposes to add a new Commission Wholesale Customer or Subsequent Purchaser, or new Water service for the Commission or new Water service to the Commission's first Commission Retail Customer, meeting the criteria in Subsection 11.5.A(ii), then the procedures in Subsection 11.7.C shall apply;

iv. If the Commission proposes to add a new Commission Wholesale Customer or Subsequent Purchaser, or new Water service for the Commission or new Water service to the Commission's first Commission Retail Customer, meeting the criteria in Subsection 11.5.B(i), then no additional procedures in Section 11.7 shall apply;

v. If the Commission proposes to add a new Commission Wholesale Customer or Subsequent Purchaser, or new Water service for the Commission or new Water service to the Commission's first Commission Retail Customer, meeting the criteria in Subsection 11.5.B(ii), then the procedures in Subsection 11.7.B shall apply.

If the quantities of Water in the updated Exhibit A result in a change in the amount of a then-required Partial Delivery or Full Delivery, then Chicago shall promptly deliver Water at the updated amount of Partial Delivery or Full Delivery unless (x) such updated amount exceeds the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand; or (y) additional infrastructure is required pursuant to Sections 11.5 and 11.7, in which case the delivery of Water at the updated amount (not to exceed the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand) will commence promptly after completion of the necessary infrastructure.

11.3. Allocations.

A. Permits Required. Permits for a State Water Allocation shall be obtained and maintained as follows for all Water provided by Chicago to the Commission:

i. Commission. The Commission shall maintain a permit for a State Water Allocation for all Water (if any) to be supplied to the Commission by Chicago for use by the Commission (but not for Commission Wholesale Customers, Subsequent Purchasers and Emergency Purchasers). Any such Commission State Water Allocation amount shall be included in Exhibit A.

ii. Commission Wholesale Customers, Subsequent Purchasers and

Emergency Purchasers. The Commission shall require each Commission Wholesale Customer, Subsequent Purchaser and Emergency Purchaser to obtain and maintain a permit for a State Water Allocation for all Water to be supplied to that Commission Wholesale Customer, Subsequent Purchaser or Emergency Purchaser from the Commission. Each Commission Wholesale Customer's and Subsequent Purchaser's State Water Allocation amount is as described in Exhibit A.

11.4. Schedule for Water Delivery. Chicago agrees that it will be ready and able to provide an amount of Water not to exceed the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand, as of the Targeted Water Delivery Date subject to (i) Chicago substantially completing construction of the Tunnel Connection by the Targeted Water Delivery Date, and (ii) the Commission substantially completing construction of the Chicago New Water Supply Infrastructure (other than the Tunnel Connection), both in a manner sufficient to supply Water to the Commission. Chicago's obligation to deliver Water to the Commission (other than with respect to Initial Water for Testing) will not commence prior to the Targeted Water Delivery Date. The Parties anticipate that delivery of Water to the Commission will be commenced in several phases in different amounts and shall confer and agree on an estimated schedule for the commencement of provision of Initial Water for Testing, Partial Delivery or Partial Deliveries (which includes Ongoing Water for Testing), Initial Full Delivery and Full Delivery of Water to the Commission. The Parties agree that any and all Partial Delivery, Initial Full Delivery, or Full Delivery of Water by Chicago at the Point of Demarcation and all obligations related to such deliveries are also subject to: (i) Chicago substantially completing construction of the Tunnel Connection by the Targeted Water Delivery Date, and (ii) the Commission substantially completing construction of the Chicago New Water Supply Infrastructure (other than the Tunnel Connection), both in a manner sufficient to supply Water to the Commission. In addition, the Parties shall confer and agree on a schedule for any New Deliveries as provided in Section 11.5.

A. Initial Water for Testing. Once construction of the New Water Supply Infrastructure has commenced and prior to any Partial Delivery, Chicago shall furnish to the Commission the Initial Water for Testing as designated by the Commission and required by this Subsection 11.4.A; provided, however, that the amount of Initial Water for Testing shall not exceed the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand.

i. Intermittent Supply. Testing and construction will require certain quantities of Water on an intermittent and periodic basis, and may be Hydrant Water, Water delivered through the New Water Supply Infrastructure, or Water delivered through other portions of the Chicago Water System or the infrastructure of another Chicago Wholesale Customer. For all requests for Water other than Hydrant Water, the Commission shall notify Chicago pursuant to, and providing the information required by, Subsection 11.4.A(v).

ii. Hydrant Water. If the Commission or its Contractor shall apply for a permit from Chicago to obtain Hydrant Water for use in testing and construction, such permit shall not be unreasonably withheld or delayed by Chicago.

iii. Water Delivered Via the New Water Supply Infrastructure. After the Targeted Water Delivery Date and upon notice pursuant to Subsection 11.4.A(v), Chicago shall make available Initial Water for Testing to the Commission via the New Water Supply Infrastructure, in an amount not exceeding the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand. Chicago agrees to discuss with the Commission any request that the Commission may make if the Commission determines that it requires Initial Water for Testing prior to the Targeted Water Delivery Date and Chicago shall provide such Water to the Commission, if possible. Water provided under this Subsection

iii is subject to notice under Subsection 11.4.A(v).

iv. Water Delivered Via Other Infrastructure. Chicago will cooperate with the Commission to make Water available to the Commission (in an amount not exceeding the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand) for such testing and construction from other portions of the Chicago Water System or the infrastructure of another Chicago Wholesale Customer. If delivery of Water from other portions of the Chicago Water System for such testing and construction is not practicable, Chicago will cooperate with the Commission in efforts to obtain Water (which may not need to be potable) for testing and construction purposes from one or more Chicago Wholesale Customers or a subsequent purchaser of another Chicago Wholesale Customer, including providing such authorizations, approvals and other documents as are necessary for such Chicago Wholesale Customer or subsequent purchaser to provide Water to the Commission for testing and construction. Water provided under this Subsection 11.4.A(iv) is subject to notice under Subsection 11.4.A(v) and applicable Law. Chicago shall not be liable for any refusal by another Chicago Wholesale Customer or a subsequent purchaser of another Chicago Wholesale Customer to supply Water to the Commission.

v. Notice. The Commission shall notify Chicago not less than fifteen (15) days prior to testing and construction of all or any portion of the New Water Supply Infrastructure that requires Water (other than Hydrant Water) from Chicago, or from one or more Chicago Wholesale Customers or a subsequent purchaser of a Chicago Wholesale Customer in order to complete such testing and construction. This notice will include the anticipated date and time of planned testing, the portion and location of the New Water Supply Infrastructure requiring testing or construction, the location of the point of connection for the Water to be supplied, and the estimated quantity of Initial Water for Testing required for such testing or construction. Notice under this Subsection 11.4.A(v) is not required for Hydrant Water.

B. Partial Deliveries; Initial Full Delivery. In order to achieve Initial Full Delivery, Chicago will be ready and able to deliver Water to the Commission in one or more Partial Deliveries on one or more dates provided by the Commission to Chicago, none of which shall be earlier than the Targeted Water Delivery Date and none of which, individually or collectively, shall exceed the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand.

i. Continuous Supply. All Partial Deliveries and Initial Full Delivery will require Water delivery to the Commission to be provided as a continuous and ongoing Water supply, twenty-four (24) hours a day, seven (7) days a week.

ii. Notice. When the Commission has completed initial testing of all or a portion of the New Water Supply Infrastructure and is ready to begin receiving one or more Partial Deliveries or Initial Full Delivery of Water from Chicago for delivery to Commission Customers, the Commission shall notify Chicago that it is ready to receive Water from Chicago. This notice will be given not less than fifteen (15) days prior to the first day of each Partial Delivery or Initial Full Delivery. Notice of each Partial Delivery will include (a) the anticipated date and time of commencement of each Partial Delivery and the estimated quantity of Water to be provided in that Partial Delivery, and (b) the anticipated date and time of commencement of Initial Full Delivery and the estimated quantity of Water to be provided for Initial Full Delivery at such date and time.

iii. Initial Full Delivery. Chicago agrees that it will be ready and able to deliver Water to the Commission for Initial Full Delivery to the Commission in the quantities

specified in Section 11.2 on the date in the notice provided by the Commission to Chicago, which shall not be earlier than the Targeted Water Delivery Date. Initial Full Delivery is anticipated to occur not longer than two (2) years after the date of the first Partial Delivery to the initial Commission Customers.

iv. Ongoing Water for Testing. Chicago agrees to provide Ongoing Water for Testing to the Commission and its Contractors during the period of Partial Deliveries, as Hydrant Water and as Water delivered by the New Water Supply Infrastructure or other portions of the Chicago Water System. Any Ongoing Water for Testing from the New Water Supply Infrastructure that is required during Partial Deliveries shall be provided as part of the Partial Deliveries. The Commission shall include in its daily quantity request the estimated quantity of Ongoing Water for Testing to be provided.

C. Full Delivery. Chicago will deliver Water to the Commission on any day during Full Delivery in an amount not to exceed the lesser of (i) Guaranteed Maximum Capacity and (ii) Contractual Maximum Day Demand.

i. Continuous Supply. Full Delivery will require Water delivery to the Commission to be provided as a continuous and ongoing Water supply, twenty-four (24) hours a day, seven (7) days a week.

ii. Ongoing Full Delivery. The Parties agree that, from and after the date of the Initial Full Delivery, Chicago will be considered to be providing Full Delivery. Full Delivery can be reached multiple times during the Term.

D. New Deliveries. Upon notice from the Commission for a New Delivery, Chicago will increase the quantity of Water delivered to the Commission in an amount equal to the New Delivery designated in such notice for use by a new Commission Wholesale Customer, Subsequent Purchaser or the Commission, that is authorized to receive Water pursuant to Section 11.5; provided, however, that such increased amount shall not exceed the lesser of Guaranteed Maximum Capacity or Contractual Maximum Day Demand.

E. Ongoing Full Delivery. Upon implementation, each New Delivery will be included in and considered to be a part of Full Delivery.

11.5. Addition of New Deliveries. The Commission will notify Chicago of the addition of any new Commission Wholesale Customer or Subsequent Purchaser, any new Water service to the Commission, or new Water service to the first Commission Retail Customer, if any. The date on which Chicago will provide Water for a New Delivery will be mutually agreed by the Parties.

A. Approval Required. Approval of the addition by the Commissioner will be required only if:

i. the Commission Wholesale Customer or Subsequent Purchaser is a Person other than a state agency or unit of local government, then Chicago's approval shall be required, which Chicago may deny in its reasonable discretion, or

ii. the addition of the New Delivery will cause the total quantity of Water to be provided to the Commission to exceed Guaranteed Maximum Capacity at any time during the Term, in which case the process in Section 11.7 shall apply.

B. Approval Not Required. Approval of such an addition by Chicago will not be required if the addition of the New Delivery:

i. will not cause the total quantity of Water to be provided to the Commission to exceed the Then-Current LSPS Capacity; or

ii. will cause the total quantity of Water to be provided to the Commission to exceed the Then-Current LSPS Capacity but not the Guaranteed Maximum Capacity, in which case the process in Section 11.7 shall apply.

C. Notice. When the Commission is ready to begin receiving a New Delivery, the Commission shall notify Chicago that it is ready to receive Water from Chicago for such New Delivery. If no increase in Then-Current LSPS Capacity is required, this notice will be given not less than fifteen (15) days prior to the first day of the New Delivery. In the event that the proposed New Delivery will cause the subsequent Full Delivery to exceed the Then-Current LSPS Capacity, the Commission's notice to Chicago of the New Delivery will include both the projections described in Section 11.7 and the proposed New Delivery, following which the Parties will engage in the process established under Section 11.7. Notice of each New Delivery will include the anticipated date and time of commencement of each New Delivery as well as the estimated quantity of Water to be provided in that New Delivery.

D. Requirements for New Commission Wholesale Customers and Subsequent Purchasers. To the maximum extent possible, when a new Commission Wholesale Customer or Subsequent Purchaser has been a direct Chicago Customer immediately prior to entering into an agreement with the Commission, that agreement will provide that delivery of Water to the new Commission Wholesale Customer or Subsequent Purchaser will commence on the first day of the year on which Chicago's water rate is based. As of the Effective Date, that date is January 1. This Agreement does not modify any water supply agreement between Chicago and that direct Chicago Customer.

11.6. Removal of Commission Wholesale Customers, Subsequent Purchasers or Commission Use or Cessation of Service to Commission Retail Customers. The Commission will notify Chicago of the removal of any Commission Wholesale Customer or Subsequent Purchaser or use of Water by the Commission, or cessation of Water service to all Commission Retail Customers, pursuant to its State Water Allocation.

A. Approval. Approval by Chicago of the removal of a Commission Wholesale Customer or Subsequent Purchaser, or use of Water by the Commission pursuant to its State Water Allocation, is not required.

B. Notice. The Commission shall notify Chicago that a Commission Wholesale Customer or Subsequent Purchaser will no longer be a Commission Wholesale Customer or Subsequent Purchaser, or the use of Water by the Commission pursuant to its State Water Allocation will terminate, not less than fifteen (15) days prior to (as applicable) the last day on which the Commission Wholesale Customer or Subsequent Purchaser will purchase Water from the Commission or the day on which the use of Water by the Commission pursuant to its State Water Allocation will terminate. Notice of removal of a Commission Wholesale Customer or Subsequent Purchaser or use of Water by the Commission pursuant to its State Water Allocation will include the anticipated date and time of cessation of (i) Water service to that Commission Wholesale Customer or Subsequent Purchaser by the Commission or (ii) use of Water by the Commission pursuant to its State Water Allocation.

11.7. Future Water Demand Analysis; Future Expansions.

A. Projections Required. The Commission shall conduct and perform a future water

demand analysis every five years commencing in 2035. The Commission will provide this analysis to Chicago by June 1, 2036 and every five (5) years thereafter during the Term. The analysis will include at least the following:

i. A 30-year projection of Projected Average Day Demand and Projected Maximum Day Demand in five-year increments as well as a projection and timeline for these demand levels for future buildout for the Commission Customers (but not including Emergency Purchasers);

ii. A comparison of the Projected Maximum Day Demands with the Then-Current LSPS Capacity and the Guaranteed Maximum Capacity;

iii. A comparison of the Projected Maximum Day Demands with the capacity of the Commission New Water Supply Infrastructure; and

iv. Whether the sum of the Projected Maximum Day Demands of the Commission Customers (but not including Emergency Purchasers), as well as any anticipated new Commission Customers (but not including Emergency Purchasers) pursuant to Section 11.5, will exceed the Then-Current LSPS Capacity.

Following submission of each future water demand analysis, the Commission and Chicago will meet to discuss the projected demand analysis. During the time between the future water demand analyses, the Parties agree to update, review and confer about the projected capacity analysis as needed.

B. <u>Expansion of Then-Current LSPS Capacity up to the Guaranteed Maximum Capacity</u>.

i. If the Projected Maximum Day Demand of the Commission Customers (but not including Emergency Purchasers), which may include any projected new Commission Customers (but not including Emergency Purchasers) pursuant to Section 11.5, will exceed the Then-Current LSPS Capacity but will not exceed the Guaranteed Maximum Capacity, then the Commission will notify Chicago of such projections at least five years prior to the date the Projected Maximum Day Demand is projected to exceed the Then-Current LSPS Capacity, or such shorter time as may be mutually agreed by the Parties. The notice shall include the water demand projections and analysis on which the Commission relies and the Commission's requested increase in capacity.

ii. Promptly after Chicago's receipt of such a notice from the Commission, Chicago and the Commission shall engage in discussions and negotiations to determine how to increase the Then-Current LSPS Capacity to meet the Projected Maximum Day Demand, including, but not limited to the following items:

a. The amount of Then-Current LSPS Capacity needed to meet the Projected Maximum Day Demand;

b. The agreed-upon improvements or additions to the Low Service Pump Station that are necessary and required to enable Chicago to provide Water in excess of the Then-Current LSPS Capacity and to meet the Projected Maximum Day Demand amounts;

c. The associated costs of the agreed-upon improvements or additions; and

d. The agreed-upon time frame for completing such improvements or additions.

iii. Chicago shall pay for and perform all necessary design and construction of the improvements or additions to the Low Service Pump Station required under this Subsection 11.7.B. The cost of these improvements by Chicago shall be incorporated into the Charged Water Rate as provided in this Agreement.

iv. The Commission shall pay for and perform all necessary design and construction of the necessary improvements or additions to the Commission New Water Supply Infrastructure necessary to receive the additional quantity of Water from the improvements or additions made by Chicago under this Subsection 11.7.B.

C. Expansion in Excess of the Guaranteed Maximum Capacity.

i. If the Projected Maximum Day Demand of the then-current Commission Customers (but not including Emergency Purchasers), which may include any projected new Commission Customers (but not including Emergency Purchasers) pursuant to Section 11.5, will exceed the Guaranteed Maximum Capacity, then the Commission will notify Chicago. The notice shall include the water demand projections and analysis on which the Commission relies and the Commission's desired increase in Guaranteed Maximum Capacity.

ii. Promptly after Chicago's receipt of such a notice from the Commission, Chicago shall initiate an evaluation of the capacity of the Chicago Water System upstream of the Tunnel Connection and whether it is feasible for Chicago to provide Water in excess of the Guaranteed Maximum Capacity and in amounts sufficient to meet the Projected Maximum Day Demand as provided in the notice from the Commission. Chicago shall notify the Commission when Chicago has completed this evaluation and provide a copy of the evaluation to the Commission. Chicago's determination as to the feasibility of providing such additional Water supply to the Commission as described in the notice from the Commission shall be made in Chicago's sole discretion. For water supply quantities in excess of the Guaranteed Maximum Capacity, the Parties agree to develop a process by which the Parties will evaluate and negotiate those additional or future water supply needs in light of the feasibility of providing such additional supply, based on the capacity of the Chicago Water System at that time and, where possible, such improvements as may be necessary to make it feasible to provide such additional supply.

iii. If Chicago decides to proceed with improvements to the Chicago Water System to provide sufficient Water in excess of the Guaranteed Maximum Capacity to meet the Projected Maximum Day Demand as provided in the notice from the Commission, Chicago and the Commission shall engage in discussions and negotiations to determine the new amount of Guaranteed Maximum Capacity. Upon agreement by the Parties on the new amount of Guaranteed Maximum Capacity, Chicago shall determine and inform the Commission of the following items:

a. the improvements or additions to the Chicago Water System required to provide Water in excess of the Guaranteed Maximum Capacity and to meet the Projected Maximum Day Demand amount;

b. the time frame for achieving such improvements or additions to the Chicago Water System; and

c. the associated costs of the improvements or additions.

The Commission and Chicago shall thereafter promptly engage in discussions and negotiations to reach agreement on any required amendments to this Agreement.

iv. Chicago shall pay for and perform all necessary design and construction of the improvements or additions to the Chicago Water System under this Subsection 11.7.C. The cost of these improvements by Chicago shall be incorporated into the Charged Water Rate as provided in this Agreement.

v. The Commission shall pay for and perform all necessary design and construction of the necessary improvements or additions to the Commission New Water Supply Infrastructure necessary to receive the additional quantity of Water from the improvements or additions made by Chicago under this Subsection 11.7.C.

D. This Section 11.7 assumes that the sum of the Allocation Amounts multiplied by two, as set forth in Exhibit A, exceeds the Then-Current LSPS Capacity or exceeds Guaranteed Maximum Capacity. In the event that the sum of the Allocation Amounts multiplied by two, as set forth in Exhibit A, does not exceed the Then-Current LSPS Capacity or does not exceed Guaranteed Maximum Capacity, the Parties shall discuss whether to apply the provisions of this Section 11.7 or whether to agree on another process.

11.8. Maintenance, Emergencies, and Impact on Quantities and Curtailment. Chicago and the Commission agree to communicate regularly about maintenance needs for, and emergencies occurring on, each Party's Water System and to coordinate their actions in a manner so as to minimize any actual or potential impact on the supply of Water to the Commission Water System and to minimize the actual or potential impact of the operation of the Commission Water System on the Chicago Water System.

A. Chicago Planned Maintenance. The Commission understands that as part of the operation of the Chicago Water System, Chicago will perform planned maintenance on the Chicago Water System that may or will affect the delivery of Water to the Commission from time to time. Planned maintenance includes four categories, which are defined as follows:

i. Level One Maintenance. Level One Maintenance is planned maintenance by Chicago that may or will cause Chicago to be unable to deliver the Then-Current LSPS Capacity to the Commission but Chicago will be able to deliver the Projected Maximum Day Demand for the Commission Customers (but not including Emergency Purchasers) during such maintenance. Chicago shall notify the Commission that it plans to perform Level One Maintenance not less than two (2) Business Days prior to commencement of such work.

ii. Level Two Maintenance. Level Two Maintenance is planned maintenance that may or will cause Chicago to be unable to deliver to the Commission the Projected Maximum Day Demand for the Commission Customers (but not including Emergency Purchasers) but Chicago will be able to deliver the sum of the Allocation Amounts for the Commission Customers (but not including Emergency Purchasers) during such maintenance. Chicago shall notify the Commission that it plans to perform Level Two Maintenance not less than thirty (30) days prior to commencement of such work. Chicago will perform all Level Two Maintenance within a timeframe consistent with the Water storage capacity of the Commission Customers (but not including the Emergency Purchasers).

iii. Level Three Maintenance. Level Three Maintenance is planned maintenance that may or will cause Chicago to be unable to deliver to the Commission the lesser of the sum of the Allocation Amounts for the Commission Customers (but not including Emergency Purchasers) or the Projected Average Day Demand for the Commission Customers (but not including Emergency Purchasers) during all or any portion of such maintenance. Chicago shall notify the Commission that it plans to perform Level Three Maintenance not less than ninety (90) days prior to commencement of such work. Chicago will perform all Level Three Maintenance within a timeframe consistent with the Water storage capacity of the Commission Customers (but not including Emergency Purchasers).

iv. Level Four Maintenance. Level Four Maintenance is planned maintenance that may or will cause Chicago to be unable to deliver to the Commission the lesser of the sum of the Allocation Amounts for the Commission Customers (but not including Emergency Purchasers) or the Projected Average Day Demand for the Commission Customers (but not including Emergency Purchasers) during such maintenance, and that cannot be performed within a timeframe consistent with the Water storage capacity of the Commission and the Commission Customers. Chicago shall notify the Commission that it plans to perform Level Four Maintenance not less than six (6) months prior to commencement of such work. Chicago shall meet with the Commission during the planning and performance of all Level Four Maintenance so as to minimize the impact of Chicago's inability to deliver the lesser of the sum of the Allocation Amounts for the Commission Customers (but not including Emergency Purchasers) or the Projected Average Day Demand for the Commission Customers (but not including Emergency Purchasers) during such maintenance. Chicago shall take such actions, including without limitation making and expediting repairs or adjustments, as are necessary to restore delivery to the Commission of the Water required to be furnished pursuant to this Agreement.

Notices of planned maintenance that Chicago is required to provide under this Section 11.8 shall comply with the requirements of Subsection 11.8.B.

B. Content of Notices by Chicago. All notices required to be given by Chicago to the Commission regarding maintenance pursuant to this Section 11.8 shall include at least the following information:

i. a description of the maintenance and the reason why it is required;

ii. the anticipated impact on the supply of Water to the Commission;

iii. the anticipated duration of the maintenance;

iv. the quantity of Water that Chicago will be able to supply to the Commission during, and following completion of, the maintenance; and

v. the anticipated commencement and completion dates for the maintenance.

C. Emergency, Failure or Malfunction in the Chicago Water System. If, from time to time and for any reason, including without limitation emergency, failure or malfunction in the Chicago Water System, Chicago is unable to furnish to the Commission the lesser of Contractual Maximum Day Demand or Guaranteed Maximum Capacity, Chicago shall notify the Commission thereof and use due diligence to operate the Chicago Water System during any such occurrence to provide Water to the Commission insofar as practicable and shall, as promptly as possible,

take such actions, including without limitation making and expediting repairs or adjustments, as are necessary to restore delivery to the Commission of the Water required to be furnished pursuant to this Agreement. Chicago shall have the right to restrict the supply of Water to the Commission during such time in order to ensure an adequate Water supply to all Chicago Customers for public health and fire protection. Chicago shall provide an initial notice to the Commission as soon as practicable after discovery regarding Chicago's inability to furnish in full the quantities of Water to be furnished to the Commission and the scope and extent of the known limitations. Promptly after assessment of such inability, Chicago shall provide notice to the Commission containing at least the following information necessary to restore delivery to the Commission of the Water to be furnished pursuant to this Agreement:

i. a description of the causes of Chicago's inability to furnish in full the quantities of Water be furnished to the Commission;

ii. the anticipated impact on the supply of Water to the Commission;

iii. the actions necessary to restore delivery to the Commission of the Water to be furnished pursuant to this Agreement;

iv. the quantity of Water that Chicago will be able to supply to the Commission during, and following completion of, the actions necessary to restore delivery to the Commission of the Water to furnished pursuant to this Agreement; and

v. the anticipated commencement and completion dates for the actions described in the notice.

D. Commission Planned Maintenance. Chicago understands that as part of the operation of the Commission Water System, the Commission will perform planned maintenance on the Commission Water System that may or will affect the ability of the Commission to accept delivery of Water from Chicago from time to time and will coordinate the delivery of Water to the Commission to take into account any needs for an increased or reduced rate of delivery of Water prior to, during and after such maintenance.

E. Content of Notices by Commission. The Commission shall notify Chicago that it plans to perform planned maintenance not less than thirty (30) days prior to commencement of such work. All notices required to be given by Chicago to the Commission regarding maintenance pursuant to this Section 11.8 shall include at least the following information:

i. a description of the maintenance and the reason why it is required;

ii. The anticipated impact on Commission Water System operations and receipt of Water by the Commission;

iii. the anticipated duration of the maintenance;

iv. the quantity of Water that the Commission will be able to receive from Chicago during, and following completion of, the maintenance; and

v. the anticipated commencement and completion dates for the maintenance.

F. Emergency, Failure or Malfunction in the Commission Water System. If, from time to time and for any reason, including without limitation emergency, failure or malfunction in the Commission Water System, the Commission is unable to receive delivery in full of the quantities

of Water to be furnished to the Commission Customers, the Commission shall notify Chicago thereof. The Commission shall use due diligence to operate the Commission Water System during any such occurrence to receive Water from Chicago at an increased or reduced rate of delivery of Water prior to, during and after such repairs and adjustments insofar as practicable. The Commission shall provide an initial notice to Chicago as soon as practicable after discovery regarding the Commission's inability to receive in full the quantities of Water to be furnished by Chicago and the scope and extent of the known limitations. The Commission shall, as promptly as possible, take such actions, including without limitation making and expediting repairs or adjustments, as are necessary to restore the ability of the Commission Water System to receive delivery from Chicago of the Water required to be furnished pursuant to this Agreement. Promptly after assessment of such inability, the Commission shall provide notice to Chicago containing at least the following information necessary to restore the Commission's ability to receive delivery from Chicago of the Water to be furnished pursuant to this Agreement:

i. a description of the causes of the Commission's inability to receive in full the quantities of Water to be delivered by Chicago;

ii. the anticipated impact on Commission Water System operations and supply of Water received by the Commission;

iii. the actions necessary to restore the Commission's ability to receive delivery from Chicago of the Water to be furnished pursuant this Agreement and the anticipated duration of these actions;

iv. the quantity of Water that the Commission will be able to receive from Chicago during, and following completion of, the actions necessary to restore the Commission's ability to receive delivery from Chicago of the Water to be furnished pursuant to this Agreement;

v. any anticipated impact, if any, on the Chicago Water System including without limit the operations of the Southwest Pumping Station or access thereto; and

vi. the anticipated commencement and completion dates for the actions described in the notice.

11.9. Emergency Water Supply; Interconnections.

A. Commission's Limited Right to Purchase Water from Others. In case of the failure of Chicago to supply Water in the amounts specified in this Agreement, this Agreement shall not be construed to prohibit the Commission from serving the Commission Customers from any source, including wells. During such period of time when Chicago is unable to supply Water to the Commission, the Commission may receive water pursuant to an agreement with other providers for water service in any amount and from any source in order to supply the Commission Customers, subject to applicable Laws and regulations; during any other period of time, the Commission shall not receive water pursuant to an agreement with other providers to obtain water.

B. Emergency Water Service to Others. The Commission and the Commission Wholesale Customers shall be permitted to provide emergency Water service to others through an Emergency Interconnection when necessary and where possible, subject to applicable law:

i. in amounts that, when added to the maximum quantity of Water to be provided to the Commission pursuant to Section 11.2, do not exceed Contractual

Maximum Day Demand. Any other limitations on the quantity of Water will be subject to and governed by Section 11.8; and

ii. in the case of a Permanent Emergency Interconnection, the Commission shall maintain a list of entities with which the Commission or Commission Wholesale Customers have an agreement to provide emergency Water service and provide a copy of the list to Chicago promptly after the list is updated; or

iii. in the case of a proposed Temporary Emergency Interconnection, the Commission shall promptly notify Chicago of the proposed location, manner of connection and duration of the Temporary Emergency Interconnection.

ARTICLE 12. REPORTING

12.1. Report of Water Rate Schedule of Commission. During the Term, at the written request of the Commissioner (which shall not exceed once every calendar year), the Commission agrees to submit to the Commissioner a written copy of the prevailing water rate schedule applicable to the Commission Customers (but not including Emergency Purchasers). If the Commissioner desires additional information about the rates and how they were established, the Commissioner may submit a written request to the Commission and the Commission will provide the available information as it relates to the tax-exempt status of the Commission bonds.

12.2. Water Supply Contracts. As of the Effective Date, the Commission has provided Chicago with copies of water supply contracts with all of the Commission Wholesale Customers and Subsequent Purchasers. During the Term, the Commission shall provide to the Commissioner copies of all Water supply contracts and any amendments or addenda to each such contract, entered into between the Commission and the Commission Wholesale Customers and between the Commission Wholesale Customers and their Subsequent Purchasers during the Term within thirty (30) days after the execution of such Water supply contracts, or amendments or addenda to said contracts. In addition, the Commission shall provide Chicago with copies of any agreements, and amendments to agreements relating to the management of any regional water commissions.

12.3. Report of Water Received and Furnished. Beginning with the month during which the first Partial Delivery occurs, the Commission shall submit to the Commissioner by the tenth (10^{th}) day of each month, a report showing the daily amount of Water received the previous month from Chicago and the amount furnished to the Commission (if any) and each of the Commission Wholesale Customers.

12.4. Reports of Commission Total Storage Capacity. Upon request of the Commissioner, the Commission shall submit to the Commissioner a report of the Commission's total storage capacity and the storage capacity of any Commission Wholesale Customers' and Subsequent Purchasers' water systems describing the type of water storage facilities included in calculating the required storage capacity under Article 13. The Commission shall provide this information no later than thirty (30) days after receipt of the Commissioner's request.

ARTICLE 13. STORAGE CAPACITY

13.1. Sufficient Storage Capacity.

A. Storage Capacity Required. The Commission shall ensure that sufficient Water storage capacity is provided in its entire system, including the Commission Water System, Commission Wholesale Customers' water systems and Subsequent Purchasers' water systems,

to store an amount not less than twice the aggregate Allocation Amount, as adjusted and amended from time to time, except as otherwise provided in Subsection 13.1.B. All suction wells, reservoirs and storage tanks provided by the distribution system portion of the Commission Wholesale Customers' water systems and any Subsequent Purchasers' water distribution systems (but not including transmission system storage) shall be considered in meeting this storage requirement. A Commission Wholesale Customer may provide the volume of storage required for its Subsequent Purchasers water systems within the Commission Wholesale Customer's water system.

B. Initial Storage Construction. Chicago and the Commission recognize that the Commission, the Commission Wholesale Customers and the Subsequent Purchasers will construct the storage facilities based on availability of Contractors and materials and that it may not be feasible to provide storage in an amount not less than twice the aggregate Allocation Amount by the first day of Partial Delivery of Water by Chicago. The Commission agrees, and will require the Commission Wholesale Customers to agree, to provide the storage described in Subsection 13.1.A not later than December 31, 2040. The Commission acknowledges, and shall cause the Commission Wholesale Customers to acknowledge, that in the event of a curtailment under Section 11.8 that lasts longer than the available Water storage during this initial construction of water storage, the Commission and the Commission Wholesale Customers shall be responsible to obtain water from existing storage as well as from an alternative water source other than Chicago. The Commission agrees to maintain its and cause the Commission Wholesale Customers to maintain their respective water storage capacity in an amount not less than the amount each has in place as of the Effective Date, as shown on Exhibit G.

13.2. Alternatives to Storage. In addition to the storage capacity requirements in this Section, the Commission understands that the Commission, the Commission Wholesale Customers and the Subsequent Purchasers should have access to alternate sources of water in the event of extended maintenance or in the event of an emergency whereby the Water supply from Chicago is restricted for a period in excess of two (2) days.

ARTICLE 14. QUALITY OF WATER

14.1. Quality of Water Furnished.

A. Generally. Chicago shall supply the Commission with Water of a quality commensurate with that furnished to its consumers within the Chicago corporate boundaries, the Water quality being consistent with the Regulatory Requirements. Except as otherwise provided in Subsections 14.1.B and 14.1.C, Chicago shall not be responsible for the quality of Water downstream of the Point of Demarcation.

B. Taste and Odor. As needed, Chicago will take action including, but not limited to, appropriate treatment based on then-current practices to remove unpleasant taste and odors in the Water, so as to ensure that the Water quality meets the secondary maximum contaminant level ("MCL") for taste and odor as established by the United States Environmental Protection Agency National Secondary Drinking Water Regulations. Chicago shall not be responsible for taste and odor beyond secondary MCL levels. As of the Effective Date, the current best practice for the removal of taste and odors is the use of powdered activated carbon. Chicago shall not be responsible for unpleasant tastes and odors beyond Regulatory Requirements downstream of the Point of Demarcation.

C. Impact of Water Treatment by Chicago. If treatment processes used by Chicago cause or, if the Parties agree, create the potential to cause, the Water in the Commission Water System and the water systems of the Commission Wholesale Customers or the Commission's

Subsequent Purchasers to fail to meet Regulatory Requirements related to non-nitrogen-based Slow-Reaction Compounds or inadequate chlorine levels, and the Commission, Commission Wholesale Customers or the Commission's Subsequent Purchasers:

i. have not provided additional treatment (other than addition of free chlorine, ammonia, or both for disinfection purposes and/or phosphate for corrosion control);

ii. have not mixed the Water with water from another source that does not originate from Chicago, and

iii. have employed best practices regarding tank turnover and mixing for storage tank operations in accordance with the AWWA manual M68 entitled "Water Quality in Distribution Systems" (then-current version) in the Commission Water System and the water systems of the Commission's Subsequent Purchasers,

then Chicago will modify its Water treatment processes as necessary to correct said failure or to address the potential to cause said failure. If ammonia is added by the Commission, Commission Wholesale Customers or the Commission's Subsequent Purchasers, Chicago will not be responsible for the formation of nitrogen-based disinfection by-products. For the purposes of this Subsection 14.1.C, the Commission will submit to Chicago such information as is available and reasonably requested by Chicago and necessary to assess the conditions, or the potential conditions, described in this Subsection 14.1.C.

14.2. Maintenance of Water Quality Downstream of Point of Demarcation. The Commission shall be responsible for maintaining the Water quality at all points downstream of the Point of Demarcation in a manner consistent with the applicable standards of any federal, State or local agency with jurisdiction over public water supplies, except as otherwise provided in Subsections 14.1.B and 14.1.C.

14.3. Monitoring. The Commission and Chicago each intend to install water quality monitors downstream and upstream, respectively, of the Point of Demarcation. The Parties agree to share available Water quality monitoring data with each other upon request of the other Party. If each Party collects Water quality data based on samples or online instrumentation, and the Parties' respective data differs either materially or on a consistent basis, the Parties agree to discuss the data to identify the source of the difference. Such discussions may include the Parties providing to each other the methods and records of testing and maintenance performed on the devices or other instrumentation from which the Water quality data are taken, and will perform other testing as needed, in order to determine the source of differences in the data. The Parties agree to adjust testing methods and/or perform such maintenance or other work, in each case, as is necessary on their respective devices and other instrumentation to correct the source of the differences in the data.

14.4. Air Gap. Except as otherwise agreed by the Parties, there shall be one or more air gaps at the Durkin Site or at the Southwest Pumping Station Site to separate the Chicago Water System from the Commission Water System. On and after the date of first Partial Delivery, the Commission must ensure that all Water delivered to the Commission at the Point of Demarcation passes through an air gap downstream of the Point of Demarcation and upstream of the Transmission Main-Chicago. All air gaps will be designed, constructed and maintained by the Commission to provide a distance of at least one and one-half (1.5) feet between the outlet of the pipe and the maximum controlled Water level in the associated well, and to otherwise conform to the standards of Chicago, as well as all applicable Laws.

14.5. Emergency Mutual Notice—Water Quality.

A. Emergency Events. The Parties shall notify each other in the event of:

i. any failure of the Water in the Chicago Water System or the Commission Water System to meet the applicable standards of any federal, State or local agency with jurisdiction over public water supplies, or if said Water exhibits changes in taste, odor, texture or appearance;

ii. an emergency due to a failure, malfunction or catastrophic event that will materially impact the quality of Water supplied by Chicago to the Commission; and

iii. any emergency, threat or other condition that could reasonably be expected to affect the quality of Water within either the Commission Water System or the Chicago Water System.

B. Notices Required. If a Party identifies an emergency event described in Subsection 14.5.A, that Party shall provide an initial notice to the other Party as soon as practicable after discovery of any of the Water quality conditions described in Subsection 14.5.A and, to the extent known, the scope and extent of the identified conditions. Promptly after assessment of the Water quality conditions, the Party providing the initial notice shall provide a second notice to the other Party containing at least the following information regarding restoration of Water quality and describing the actions necessary to address the conditions identified:

i. a description of the causes of the Water quality conditions identified;

ii. the anticipated impact on either of the following, as applicable: (a) the ability of Chicago to provide Water to the Commission that meets the requirements of this Agreement or (b) the Chicago Water System due to an emergency or other condition of the Commission Water System;

iii. the actions necessary to, as applicable, (a) restore delivery to the Commission of Water that meets the requirements of this Agreement or (b) address the emergency or other condition in the Commission Water System that may affect Water quality in the Chicago Water System or Commission Water System, and the anticipated duration of these actions;

iv. if the identified Water quality conditions will cause a reduction in either (a) the quantity of Water provided by Chicago to the Commission, or (b) the Commission's ability to accept water from Chicago, then the notice shall state the quantity of Water that Chicago anticipates it will be able to supply to the Commission, or the quantity of Water that the Commission anticipates it will be able to receive from Chicago, as applicable, for the period during and following completion of the actions necessary to restore delivery to the Commission of the Water to be furnished pursuant to this Agreement; and

v. the anticipated commencement and completion dates for the actions described in the notice.

14.6. Mutual Water Quality Assistance. Chicago and the Commission each may request assistance from the other Party in connection with matters pertaining to or affecting Water quality. As part of providing assistance to the other Party, a Party may, with consent from and prior notice to, the other Party:

A. make inspections of portions of the other Party's Water System, including the New Water Supply Infrastructure, which may affect the quality of the Water supplied to the Commission; and

B. perform relevant tests on a Water sample drawn from the other Party's Water System.

14.7. Water Source Transfer Plan.

A. Chicago agrees to provide assistance to the Commission in connection with the completion of its Water Source Transfer Plan, including at the time of (i) testing to assist in determining the manner of transition from well water to Water (i.e., the development of a Water Source Transfer Plan), and (ii) water source transfer from well water as the Commission's water source to Water as the Commission's water source, at the time of each Partial Delivery and Full Delivery.

B. Such assistance may include the following and such other assistance as otherwise may be reasonably required: providing relevant water quality information, providing a point of connection to obtain either finished Water prior to corrosion control addition or finished Water after corrosion control addition (depending on the type of corrosion control being used by Chicago), the ability to use Chicago's existing Water testing equipment, as available, providing space for testing including at the Eugene Sawyer Water Purification Plant or the Southwest Pumping Station or other location, providing Water for testing and other items required for the Commission to complete its Water Source Transfer Plan. If testing requires use of pipe loops, the Commission will construct and use its own Water testing loop, including any testing-related equipment and capital improvements. The Commission shall pay the costs relating to Water sampling and testing.

ARTICLE 15. OWNERSHIP, MAINTENANCE AND OPERATION OF THE NEW WATER SUPPLY INFRASTRUCTURE

15.1. Ownership and Responsibility for Operation and Maintenance of New Water Supply Infrastructure. Each Party will own, and shall be responsible for the operation and Maintenance of, the New Water Supply Infrastructure as designated for such Party below:

A. Chicago will be the owner of the Chicago New Water Supply Infrastructure and shall be responsible for the operation and Maintenance of the Chicago New Water Supply Infrastructure as necessary to deliver Water to the Commission at the Point of Demarcation. Chicago ownership of the Tunnel Extension, the Low Service Pump Station and the Chicago Service Valve will be established through the process described in Section 8.14.

B. The Commission will be the owner of the Commission New Water Supply Infrastructure and shall be responsible for the operation and Maintenance of the Commission New Water Supply Infrastructure as necessary for the Commission to receive Water from Chicago for conveyance to the Commission Customers.

C. The Commission will be the owner, and shall be responsible for the operation and Maintenance, of the New Water Supply Infrastructure located outside the Chicago corporate boundaries.

D. Each Party shall perform the requirements of this Section 15.1 that are designated as that Party's responsibility at its cost and expense.

15.2. Operation and Maintenance of Project Elements.

A. Operations. Operation of the Project Elements by the Party owning the Project Element shall be consistent with any operational requirements in this Agreement, as well as all applicable local, State and Federal laws and regulations, including but not limited to the IEPA regulations in Title 35 of the Illinois Administrative Code, or any applicable successor regulations.

B. Coordination. Each Party shall operate and maintain its Project Elements within Chicago corporate boundaries in a coordinated manner with the other Party's operation and maintenance of its Project Elements.

C. Protection of Water Systems. Each Party shall operate its respective Water System in such a manner as at no time to place the other Party, or the other Party's Waterworks System, in jeopardy of failing to meet the regulations of any federal, State, or local agency or governmental authority having jurisdiction over the operation of the Party's Water System from time to time. Each Party shall operate its respective Water System in such a manner as at no time to cause damage to the other Party's Waterworks System.

D. Maintenance. The Commission shall maintain the Commission New Water Supply Infrastructure and Chicago shall maintain the Chicago New Water Supply Infrastructure in good working condition and repair, in a manner consistent with the best practices for municipal water systems. Maintenance shall be performed in a manner that will not permanently reduce or limit the operations, functionality of the Project Element as initially designed and constructed, unless modified through the implementation of mutually agreed Capital Improvements.

15.3. Commission's Continued Rights. During the Term of this Agreement, the Parties understand and agree that:

A. the Commission shall be entitled to continue to receive Water from the Tunnel Extension, Low Service Pump Station and Chicago Service Valve; and

B. no Chicago Customer other than the Commission will be provided Water service with the use of the Tunnel Extension, Low Service Pump Station and Chicago Service Valve without the prior written consent of the Commission.

15.4. Site Operations at Durkin Site and Southwest Pumping Station Site.

A. Use of and Access to the Southwest Pumping Station Site. Chicago and the Commission acknowledge and agree that they will be sharing use of areas within the Southwest Pumping Station Site and agree to enter into an agreement for the shared use of the site in a manner to address matters pertaining to the operation and use of the Southwest Pumping Station Site, including but not limited to the matters included in this Section 15.4.

B. Security. Chicago shall be responsible for developing and implementing the protocol and procedures for security measures at the Southwest Pumping Station Site, including but not limited to access, surveillance, and control of entry through the use of items such as gates, cameras, door access controls and other items that may be appropriate from time to time. The Commission will cooperate with Chicago regarding participation in all reasonable security measures, procedures and protocols for the Southwest Pumping Station Site and the Project Elements primarily located on that site. Chicago agrees to provide to the Commission access to the necessary information to enable the Commission to maintain security of its Project Elements. The Commission and Chicago shall coordinate on the protocols and procedures for the security at Durkin site.

C. Other Site Improvements. Chicago will be the owner of improvements on the Southwest Pumping Station Site located outside the Project Elements, such as fencing, gates, pavement, security lighting, security and access control equipment, trees and plantings and other items. Chicago shall be responsible for providing maintenance. repair and replacement of these items as well as site maintenance on the Southwest Pumping Station Site, including but not limited to lawn and landscape maintenance, snow removal, pavement repairs, and other activities.

D. Mutual Assistance. Chicago and the Commission agree to cooperate with each other and be available to provide mutual aid in connection with emergency events occurring in each other's Project Elements.

15.5. Annual Review. The Parties shall meet on an annual basis to present and review their respective plans for Capital Improvements to the New Water Supply Infrastructure for the next five years as well as Maintenance planned or proposed by either Party on the Southwest Pumping Station Site or the Durkin Site and any other activities regarding the Chicago Water System or Commission Water System that would have an actual or potential impact on the delivery of Water by Chicago to the Commission as provided in Section 11.8. The purpose of the meeting will be to review potential impacts of each Party's proposed Capital Improvements and Maintenance on the functionality, operation and costs of the other Party's New Water Supply Infrastructure, actual or potential impacts on delivery of Water as provided in Section 11.8 and potential impacts of planned or proposed activities that may require coordination of the use of the Southwest Pumping Station Site. A meeting under this Section 15.5 may also include discussion of future water demand analysis as described in Section 11.7.

15.6. Modification of Project Elements. Chicago anticipates that the Chicago New Water Supply Infrastructure and components thereof shall require Maintenance and Capital Improvements, and the Commission anticipates that the Commission New Water Supply Infrastructure and components thereof, shall require Maintenance and Capital Improvements.

A. Costs. The cost of Capital Improvements to the Commission New Water Supply Infrastructure shall be the responsibility of the Commission and the cost of Capital Improvements to the Chicago New Water Supply Infrastructure shall be the responsibility of Chicago.

B. Change in Design Intent. If the proposed Maintenance or Capital Improvement permanently reduces or limits the operations or functionality of the Project Element as initially designed and constructed, then the Maintenance or Capital Improvement will be treated as a change in the Design Intent for the Project Element. All changes to the Design Intent of the Project Elements shall be mutually agreed to by both Parties.

C. Notice and Review.

i. Notice for Maintenance and Capital Improvements. For any proposed Maintenance or Capital Improvement, the Parties agree to notify each other of any proposed Maintenance or Capital Improvement on the Southwest Pumping Station Site or the Durkin Site. The notice shall include sufficient information about the proposed Maintenance or Capital Improvements to allow the receiving Party to determine whether the proposed Maintenance or Capital Improvement may have the potential to affect one or more of the following:

a. the access to the Southwest Pumping Station Site or the Project Elements located on the Southwest Pumping Station Site by the receiving Party.

b. the Design Intent of the proposing Party's Project Elements.

Notice shall be given sufficiently in advance of the proposed Maintenance or Capital Improvement to allow the receiving Party to review the proposed Maintenance or Capital Improvement and notify the Party providing the notice that the receiving Party believes the proposed Maintenance or Capital Improvement will or will not affect its access to or use of, or the operation and functionality of, the Project Elements. If a Capital Improvement requires an IEPA permit, then notice shall be provided not less than ninety (90) days prior to submitting an application to the IEPA for a permit for such work and shall include in the notice a brief statement of the rationale for the Capital Improvement proposed, and whether the proposing Party considers the Capital Improvement to be a change in the Design Intent. If an activity regarding the Chicago Water System or Commission Water System would have an actual or potential impact on the delivery of Water by Chicago to the Commission, notice shall also be given as required by Section 11.8.

ii. Responses and Review Process. This Subsection 15.6.C(ii) shall apply to any proposed Maintenance or Capital Improvement for which notice is required pursuant to Subsection 15.6.C(i) or Subsection 15.6.C(iii).

a. If the Party receiving the notice believes the proposed Maintenance or Capital Improvement will affect its access or require site coordination, the Parties will meet and confer to coordinate their activities to make it possible to perform the proposed Maintenance or Capital Improvement with no or minimal impact on the other Party.

b. If the Party receiving the notice concludes that the proposed work does not change the Design Intent for the Project Element, then no further response is required from the receiving Party.

c. If the Party receiving the notice considers the work described in the notice to be a change in the Design Intent for the Project Element, then the Party receiving the notice shall request that the proposed Party submit documents to allow for a more detailed review by the receiving Party. If, after review of the more detailed information, the Party receiving the notice still believes the work is a change in the Design Intent, then the Parties agree to meet and confer to determine whether the change in Design Intent can be mutually agreed to by the Parties. If the change in Design Intent is not mutually agreed, then the proposing Party shall modify the proposed work so that it does not change the Design Intent for the Project Element. The Parties agree to meet and confer to reach agreement on modifications to the proposed work to address and resolve the receiving Party's concerns.

iii. Changes. If, subsequent to resolution of comments and issues pursuant to Subsection 15.6.C(ii), it becomes necessary to make a Change to the Construction Contract for the proposed Maintenance or Capital Improvement, then the Party proposing the Change must notify the other Party, and the Parties will follow the process in Subsection 15.6.C(ii). If the Maintenance or Capital Improvement is being constructed at the time the Change is proposed, the Parties shall follow the process on an expedited basis.

iv. Additional Notices. Any notices required in this Subsection 15.6.C shall be in addition to other notices regarding the Project Elements that are required by this Agreement.

D. Permits in Chicago. Chicago shall cooperate with the Commission in obtaining all necessary permits for performing the Capital Improvements and Maintenance to the Commission New Water Supply Infrastructure located within Chicago corporate boundaries.

E. Expansion of Project Element. If a Party proposes to undertake a Capital Improvement that is an expansion of one or more of its Project Elements within Chicago corporate boundaries, then the Parties will jointly develop and abide by procedures similar to the procedures in Sections 8.5, 8.6, 8.8, 8.10 and 8.11 for the design and design review, construction and construction review, inspections and Changes will be handled for the expansion. The Parties shall jointly develop the procedures prior to the commencement of the design of the expansion.

15.7. Notice of Qualifying Event. If Chicago believes that a Qualifying Event has occurred, Chicago shall notify the Commission within forty-five (45) days after learning of the Qualifying Event and include in the notice a description of what Chicago believes is the Qualifying Event, the time required to correct or repair any issues caused by the Qualifying Event, the estimated cost associated with such correction or repair, and the impact on the Water rate charged to the Commission under Article 17.

ARTICLE 16. MEASUREMENT OF WATER

16.1. Measurement of Water. Chicago shall measure the quantity of Water furnished to the Commission under this Agreement on a continuous basis at the Point of Measurement. The unit of measurement shall be the United States standard liquid measure of gallons and all Measuring Devices shall be set to measure in gallons, unless otherwise agreed by the Parties.

16.2. Measuring Devices. The Commission shall furnish and install Measuring Devices acceptable to Chicago and the Commission and house such Measuring Devices in the Meter Vault for the purpose of measuring and recording the quantity of Water furnished pursuant to this Agreement. Such Measuring Devices shall have a margin of error identified by the manufacturer as not to exceed plus or minus (+/-) 1.5% and shall be suitable for the intended use and able to handle measurement of the quantity of Water to be furnished pursuant to this Agreement and shall be of a type that can be feasibly installed and accurately measure Water quantity at the Southwest Pumping Station Site. The Commission shall operate, maintain, repair, and, when necessary, replace the Measuring Devices at its cost.

16.3. Readings.

A. General. The Measuring Devices will include the ability to perform remote electronic monitoring of the quantity of Water being furnished on a continuous basis and both Chicago and the Commission will have access to the output and results of such monitoring. Monthly readings of quantity for the purpose of billing the Commission for Water delivered shall be taken on a consistent basis and on a date in each month that will allow accurate calculation of volume of Water furnished by Chicago to the Commission, consistent with Article 17.

B. Measuring Device Processes for Alternate Meter Readings Method. If obtaining measurements of Water quantity from Measuring Devices is not possible, or the Measuring Devices are determined by the Commission or Chicago to be registering incorrectly outside of the margin of error identified by the manufacturer so that the quantity of Water delivered to the Commission cannot be ascertained or computed from the readings of such Measuring Devices, the amount of Water furnished by Chicago to the Commission for the purpose of billing the Commission shall be the quantities registered by the water meters in the Low Service Pump Station, the Commission's check meter (if any), and the High Service Pump Station as follows in

order of priority:

First, the water meters in the Low Service Pump Station, if reading within the margin of error identified by the manufacturer shall determine the amount of Water furnished;

Second, if the Low Service Pump Station water meters are not reading within the margin of error identified by the manufacturer, then if the Commission has a check meter and it is reading within the margin of error identified by the manufacturer, the amount of Water furnished shall be the amount shown on the check meter;

Third, if the Commission does not have a check meter or the Commission check meter is not reading within the margin of error identified by the manufacturer, and the High Service Pump Station is reading within the margin of error identified by the manufacturer, then the quantity of Water furnished shall be the reading provided by the High Service Pump Station meter; or

If none of the water meters is within the margin of error identified by the manufacturer for each water meter, then the quantity of water shall be determined pursuant to Subsection 16.3.C.

C. Estimated Readings-Averaging Method. If the quantity of Water furnished cannot be determined based on the procedure described in Subsections 16.3.A or 16.3.B, Chicago shall prepare an estimated quantity to be used which shall be based upon the average of twelve (12) preceding readings of the Measuring Devices, exclusive of incorrect readings. When fewer than twelve (12) correct readings are available, a fewer number of readings, including some readings that may be available after the Measuring Device has been corrected, may be used. All records and quantity information used by Chicago in preparing the estimated quantity shall be provided by Chicago to the Commission for review not later than with the delivery of the invoice for the period for which estimates were made.

16.4. Calibration.

A. During a period of twelve (12) months after the date of start-up and commissioning of the Measuring Devices, the Measuring Devices will be tested and calibrated on a monthly basis during the first two (2) months, and if there are no calibration issues, after the first two (2) months, the Measuring Devices will be calibrated during the next four (4) months on a bi-monthly basis, then during the next six (6) months, on a quarterly basis, and thereafter twice a year, but only if during each period no calibration issues have arisen. If a calibration issue arises, calibration frequency will be temporarily adjusted to monthly for four (4) months before returning to calibration twice a year.

B. The Measuring Devices will be calibrated as provided in Subsection 16.4.A or upon any installation, repair, or replacement of any Measuring Device before such Measuring Device is placed in service, at the Commission's cost, by a company qualified in the calibration of meters of comparable type and size to the Measuring Devices which company has been approved by Chicago. The Commission shall notify Chicago of the planned date and time of the calibration and the company proposed to perform the calibration. Such notice by the Commission shall be not less than ten (10) Business Days prior to the planned date and time. The Commission or the company will provide Chicago with information regarding the company's calibration procedures and the equipment used for calibration which Chicago will have the right to inspect. If Chicago determines that the company proposed by the Commission is not qualified to perform the calibration, Chicago shall notify the Commission not less than two (2) Business Days prior to the date of calibration in the Commission's notice of the reasons why Chicago believes the company is not qualified, and the calibration will be rescheduled and performed by a company mutually acceptable to the Parties. Chicago may have a representative present for the calibration. The

results of the calibration shall be reported to both Parties.

16.5. Access to Measuring Devices. Chicago representatives may access the Measuring Devices for the purposes of examination and inspection of the Measuring Devices according to the following procedures subject to instances of an emergency in which case the provisions under Section 15.4 shall apply:

A. Chicago shall notify the Commission of a need to access the Measuring Devices not less than two (2) Business Days prior to the date and time for which access is requested. In the event that Chicago is unable to access the Measuring Devices at that date and time, Chicago may provide follow-up notice to the Commission likewise as soon as practicable to arrange an alternative date and time;

B. Chicago representatives must be accompanied by a Commission representative unless an authorized Commission representative waives the right to accompany Chicago representatives for the inspection in the notice;

C. access to the Measuring Devices will be during business hours except in cases of emergency; and

D. the examination and inspection may be performed not more than once per month unless a need for more frequent access is identified by Chicago in its notice.

16.6. Commission Check Meter. The Commission may, at its own expense, install, operate, maintain, repair and replace a check meter to check the readings of the Measuring Devices. Such check meter shall be for the Commission's information, but its reading may serve as the best data and information available for the purposes of Section 16.3 for determining the quantity of Water delivered to the Commission by Chicago. The procedures in Section 16.5 for access to the Meter Vault shall apply to access by Chicago to the Commission's check meter for examination and inspection. Calibration of the Commission's check meter will be subject to the same requirements applicable to calibration of Measuring Devices in Section 16.4.

16.7. Repair, Replacement and Inspections of Measuring Device and Commission Check Meter.

A. The Commission shall notify Chicago of any:

i. repair of a Measuring Device or check meter that would interrupt the measurement of Water by that Measuring Device or check meter;

ii. replacement-in-kind of a Measuring Device or check meter; or

iii. replacement of a Measuring Device that is not a replacement-in-kind of a Measuring Device or check meter.

For any replacement described in this Subsection 16.7.A, the Commission shall provide drawings, plans and specifications, including the layout within the Meter Vault, to the Commissioner for review and approval prior to an application being made for an installation permit and prior to the start of any replacement work.

B. In the event that either Party becomes aware of an issue with any of the Measuring Devices or check meter, that Party shall notify the other Party and the Parties will discuss the issue and jointly determine the next steps that should be taken to resolve the issue.

ARTICLE 17. WATER RATES

17.1. Establishment of Water Rate. The Parties agree that the rate charged by Chicago to the Commission for Water delivered during the Term will be established by different methods in each rate period:

A. The rate for Water delivered during the Initial Rate Period will be established as provided in Section 17.2;

B. The rate for Water delivered during the Second Rate Period will be established as provided in Section 17.3; and

C. The rate for Water delivered during the Regular Rate Period will be established as provided in Section 17.4.

17.2. Water Rate During the Initial Rate Period. During the Initial Rate Period:

A. For Water delivered as Initial Water for Testing through the Point of Demarcation or not through the Point of Demarcation other than as described in Subsections 17.2.C and 17.2.D of this Section 17.2, the Water Rate shall be equal to the rate charged by Chicago to the Chicago Retail Customers. If such Water is delivered before the metering devices in the Meter Vault are completed and calibrated, Chicago shall provide a good faith estimate of the quantity of Water under this Section within fifteen (15) days after the end of each month in which such Water is delivered.

B. From and after the Targeted Water Delivery Date:

i. if Chicago has completed construction of the Tunnel Connection in a timeframe as to not delay the Commission's completion of the Low Service Pump Station, Meter Vault, Suction Well, and High Service Pump Station and also that the Commission has not delayed Chicago's completion of the Tunnel Connection, and Chicago has outstanding debt for the financing of the construction of one or more of the Tunnel Connection, Tunnel Extension, Low Service Pump Station or Chicago Service Valve, and Chicago is required to make payments for the cost of debt service on such outstanding debt, the Commission shall make payments to Chicago to cover any such debt service as such debt service is due. The costs paid by the Commission shall include principal and interest payments on a line of credit or other financing arrangements as well as costs of issuance, professional fees, trustee fees and other administrative fees. These payments will cease as soon as Chicago begins to charge for Water delivered to the Commission in the Second Rate Period as described in Section 17.3. The total amount of any principal payments by the Commission to Chicago under this Subsection 17.2.B(i) prior to commencement of Partial Delivery shall be deducted from the value of the asset which will be otherwise included in the rate base after the commencement of Partial Delivery;

ii. if the Tunnel Connection has been completed and is ready to deliver Water to the Commission through the Tunnel Connection, and the Commission is not taking delivery of Water, then the Commission agrees to reimburse Chicago for any costs incurred, in connection with the maintenance and operation of the Tunnel Connection on a monthly basis; and

iii. if the Commission transfers to Chicago, and Chicago takes ownership of Tunnel Extension, the Low Service Pump Station and the Chicago Service Valve, prior to

the Second Rate Period, and the Commission is not taking delivery of Water through the Chicago New Water Supply Infrastructure, then the Commission agrees to reimburse Chicago for the costs it incurs, if any, in connection with maintenance and operation of the Tunnel Extension, the Low Service Pump Station and the Chicago Service Valve, on a monthly basis.

C. For Water provided by Chicago to the Commission via any Chicago Customer and the Water provided by Chicago is metered on that Customer's meter, no payment from the Commission to Chicago shall be required. The Parties understand that the Chicago Customer will be charged for such Water by Chicago and that the Chicago Customer may charge the Commission for the Water delivered by the Chicago Customer to the Commission, which charges shall not be subject to approval or review by Chicago.

D. For Water provided by Chicago to the Commission that is not delivered through the Point of Demarcation (such as Water used during construction prior to substantial completion of the Chicago New Water Supply Infrastructure) and is not delivered via another Chicago Customer, such as Hydrant Water, the Commission shall pay for Water as provided in Section 17.10.

17.3 Water Rate During the Second Rate Period. During the Second Rate Period, the Charged Water Rate shall be calculated as described in this Section 17.3 and Subsection 17.4.A, and shall be subject to an Annual Reconciliation determined as described in Subsection 17.4.B, with the following exceptions:

A. A fraction ("Second Rate Period Fraction") of the capacity costs and customer costs will be allocable to the Commission. The Second Rate Period Fraction will be equal to the number of calendar days of the Second Rate Period during which the Commission takes delivery of Water from Chicago divided by three hundred sixty-five (365) days. The Second Rate Period Fraction will be estimated based on the projected number of calendar days of the Second Rate Period in determining the Projected AWWA Rate. The Second Rate Period Fraction will be calculated based on the actual number of calendar days of the Second Rate Period in determining the Annual Reconciliation Amount.

B. Commodity costs will be allocated based on the Commission's share of the volumetric use of all facilities used and useful to provide Water service to the Commission, as listed in Subsection 17.5.A.

C. The Inflation Index Water Rate and the Fixed Limit Water Rate shall not be used in determining the Charged Water Rate and the Annual Reconciliation Amount while in the Second Rate Period.

D. The Charged Water Rate and the Annual Reconciliation Amount, as calculated in Subsections 17.4.A and 17.4.B, will be adjusted for purposes of the Second Rate Period as follows:

i. the Charged Water Rate will be the Projected AWWA Rate, with certain costs allocated in accordance with Subsections 17.3.A and 17.3.B.

ii. the Capped Audited AWWA Rate will be the Audited AWWA Rate, with certain costs allocated in accordance with Subsections 17.3.A and 17.3.B.

E. The Commission shall provide estimates of the projected Units of Service and Second Rate Period Fraction to Chicago not later than June 30, 2029. If no estimate is provided

to Chicago, Chicago may make the estimates on the Commission's behalf. The Cost of Service Study used to establish the Charged Water Rate for the 2030 Rate Year is expected to be performed using audited information from fiscal year 2028 and is expected to be performed within ninety (90) days of the date that the financial statements for the Chicago Water Fund are published, expected to occur on or about June 30, 2029 such that Chicago provides notification of the rate not less than ninety (90) days prior to the beginning of the following Rate Year. If the Commission determines that the Second Rate Period will begin more than one year after the Targeted Water Delivery Date, then the Commission will provide estimates of the projected Units of Service and Second Rate Period Fraction by June 30th of the year prior to which the Second Rate Period will begin, and Chicago expects to provide notification of the rate for the first year of the Second Rate Period within ninety (90) days of the publication of the financial statements for the Chicago Water Fund published in the year prior to the first year of the Second Rate Period.

F. Chicago and the Commission agree that the Water Rate to be charged by Chicago to the Commission during the first year of the Second Rate Period shall not exceed the Water Rate calculated pursuant to the audited 2019 Cost of Service study adjusted to the year of the first year of the Second Rate Period in accordance with the Water rate calculation methodology as described in Subsections 17.4.A(ii) and 17.4.A(iii), but which Water Rate increase limitations will only apply to growth in costs attributable to the following: (i) administration (including pension expenses that can be attributed pursuant hereto) and (ii) capital expenditures, commodity costs and personnel expenses (including pension expenses that can be attributed pursuant hereto) related to 68th Street/Dunne Crib, Eugene Sawyer Water Purification Plant, and South Tunnel Zone. Increases attributable to the Units of Service and differences between estimated and actual costs associated with the construction of the Chicago New Water Supply Infrastructure will not be subject to such limitations.

17.4. Water Rate During the Regular Rate Period. For the Regular Rate Period, each year at the time specified in Subsection 17.5.C, the Charged Water Rate to the Commission in a given year shall be calculated as described in Subsection 17.4.A and shall be subject to an Annual Reconciliation determined as described in Subsection 17.4.B.

A. Determination of Water Rate. The Charged Water Rate will be equal to the lowest of the amounts determined by the following three Water rate calculation methods:

i. *The Projected AWWA Rate.* A rate for the next year based on the most recently completed Cost of Service Study as well as projected costs and expenses to provide Water to the Commission and the projected Units of Service required for the next year.

ii. *Inflation Index Water Rate*. A rate to be determined as follows, to account for inflation using the CPI-W:

The annual *Inflation Index Water Rate* will be calculated by applying the 10-year change in the CPI-W to the Capped Audited AWWA Rate from 10 years prior. In each year of the Regular Rate Period, Chicago will calculate the IIWR by taking the product of:

a. The Capped Audited AWWA Rate from ten years prior, or, if the first year of the Regular Rate Period occurred fewer than eleven years prior, the Audited AWWA Rate from the first year of the Regular Rate Period; and

b. The total change in CPI-W for the most recent available calendar year compared to CPI-W from ten years prior, or, if the first year of the Regular Rate Period occurred less than eleven years prior, the CPI-W from the number of

years prior equivalent to the number of years of the Regular Rate Period that have previously occurred minus one.

$$IIWR_i = CAAR_{i-n} \times \left(1 + \frac{CPI\text{-}W_i - CPI\text{-}W_{i-n}}{CPI\text{-}W_{i-n}}\right)$$

where,

i = the Rate Year of water service for which the IIWR is being calculated.
n = *i* less the number of years since the year prior to the Regular Rate Period, but no greater than 10 (*n* ≤ 10).
IIWR = the Inflation Index Water Rate.
CAAR = the Capped Audited AWWA Rate.

In the first year of the Regular Rate Period, the Capped Audited AWWA Rate from the year prior will equal the Audited AWWA Rate from the year prior to the Regular Rate Period.

iii. ***Fixed Limit Water Rate***. The Audited AWWA Rate ("AAR") calculated for the year prior to the year for which a rate is being calculated and multiplied by one hundred and five percent (105%) per Rate Year.

To the extent that the necessary audited or inflation information is not available to determine the Charged Water Rate, then the Parties will meet and confer to determine the most recent available information to be used to calculate the Water rate.

B. Annual Reconciliation. Each year at the time specified in Subsection 17.5.B, the Annual Reconciliation for the prior year will be calculated as provided below.

i. The difference between the Capped Audited AWWA Rate for a given year and the Charged Water Rate for that year multiplied by the total Water delivered to the Commission by Chicago in that year is the "Annual Reconciliation Amount" and will be charged to the appropriate Party in the following year.

$$\text{Annual Reconciliation Amount}_i = (\text{CAAR}_i - \text{Charged Water Rate}_i) \times \text{Commission Water Consumption (kgal)}_i$$

Where,
i = the Rate Year of water service for which the Annual Reconciliation Amount is being calculated.
CAAR = the Capped Audited AWWA Rate.

If the Capped Audited AWWA Rate for a given year is greater than the Charged Water Rate, then the Commission will pay the Annual Reconciliation Amount to Chicago in the following year. If the Capped Audited AWWA Rate for a given year is less than the Charged Water Rate for that year, then Chicago will pay the Annual Reconciliation Amount to the Commission in the following year. If the difference between the Capped Audited AWWA Rate and the Charged Water Rate for a given year is zero ($0.00), then the Annual Reconciliation Amount is also zero ($0.00) and neither Party will make a payment.

ii. The Capped Audited AWWA Rate shall be calculated as follows:

a. If, during the prior Rate Year, a Qualifying Event and Demand Event did not occur, the Capped Audited AWWA Rate for that Rate Year shall be the lowest of the amounts determined by the adjustment options below:

I. The Audited AWWA Rate; and

II. Inflation Index Water Rate as described in Subsection 17.4.A(ii); and

III. Fixed Limit Water Rate as described in Subsection 17.4.A(iii).

b. If, during the prior Rate Year, a Qualifying Event did not occur, but a Demand Event did occur, the Capped Audited AWWA Rate for that Rate Year shall be the sum of:

I. The lowest of the amounts determined by the adjustment options below:

(1) An adjusted Audited AWWA Rate, calculated without the change in Units of Service that caused the Demand Event; and

(2) Inflation Index Water Rate as described in Subsection 17.4.A(ii); and

(3) Fixed Limit Water Rate as described in Subsection 17.4.A(iii);

Plus

II. The difference between:

(1) An adjusted Audited AWWA Rate, calculated without the change in Units of Service that caused the Demand Event; and

(2) The Audited AWWA Rate.

iii. If a Qualifying Event did occur during the prior year, then the Capped Audited AWWA Rate shall equal the sum of:

a. The lowest of the amounts determined by the adjustment options below:

I. The Audited AWWA Rate, calculated without the costs directly associated with the Qualifying Event; and

II. Inflation Index Water Rate as described in Subsection 17.4.A(ii); and

III. Fixed Limit Water Rate as described in Subsection 17.4.A(iii);

Plus

b. The difference between:

I. The Audited AWWA Rate; and

II. The Audited AWWA Rate, calculated without the costs directly associated with the Qualifying Event.

iv. To the extent that the necessary audited or inflation information is not available to calculate the Capped Audited AWWA Rate, then the most recent available information will be used, and the Parties will meet and confer to determine whether any additional information should be used to calculate the Capped Audited AWWA Rate. Upon receipt of the audited or inflation information needed to calculate the Capped Audited AWWA Rate, any differences in the two calculations will be included in the next Annual Reconciliation.

v. The Annual Reconciliation Amount calculated for year i will be calculated approximately ninety (90) days prior to the end of year i +1 (such end of year being December 31) and would be paid (if it is nonzero) during year i + 2. For example, the Annual Reconciliation Amount for the year ending December 31, 2031, would be calculated during 2032 after the Audited Financials for the Chicago Water Fund for fiscal year 2031 are available. The Annual Reconciliation Amount for year 2031, having been calculated during 2032, would be payable during year 2033.

vi. The Annual Reconciliation Amount will be calculated in dollars and whole cents. The Annual Reconciliation Amount is payable in twelve equal payments paid concurrently with the monthly bill payments. If a payment is due from Chicago, then Chicago, at its option, may make payment by providing a credit to the Commission's bill, either in a lump sum on one of the monthly bills or divided into twelve equal credits applied to the monthly bills.

vii. The Annual Reconciliation for any year or partial year in the Second Rate Period will be calculated as described in Section 17.3.

viii. There will be no Annual Reconciliation during the Initial Rate Period.

ix. To the extent that both a Demand Event and Qualifying Event occur in one rate year, the calculations associated with both the Qualifying Event and the Demand Event will be considered. Section 15.7 requires Chicago to give notice to the Commission of a Qualifying Event.

x. For curtailment events caused by the Commission or flushing required for the water source transfer, Chicago agrees, if requested by the Commission, to assess a surcharge for Water utilized by the Commission for these events in lieu of a higher demand being incorporated into the actual Units of Service for the Rate Year. If the Commission requests to be charged such a surcharge, Chicago shall assess the surcharge, which will be the difference between the rate calculated pursuant to Section 17.3 for the period of the event and the Charged Water Rate applied to the volume of Water used during the period of that event. The Annual Reconciliation shall account for any changes to the surcharge based on the Capped Audited AWWA Rate.

Chicago and the Commission agree that the Water Rate to be charged by Chicago to the Commission during the first year of the Regular Rate Period shall not exceed the Water Rate calculated pursuant to the audited 2019 Cost of Service study adjusted to the year of the first year of the Regular Rate Period in accordance with the Water rate calculation methodology as described in Subsections 17.4.A(ii) and 17.4.A(iii), but which Water Rate increase limitations will only apply to growth in costs attributable to the following: (i) administration (including pension expenses that can be attributed pursuant hereto) and (ii) capital expenditures, commodity costs and personnel expenses (including pension expenses that can be attributed pursuant hereto) related to 68th Street/Dunne Crib, Eugene Sawyer Water Purification Plant, and South Tunnel Zone. Increases attributable to the Units of Service and differences between estimated and actual costs associated with the construction of the Chicago New Water Supply Infrastructure will not be subject to such limitations.

17.5. Cost of Service.

A. Cost of Service Methodology - General. Chicago's cost of service methodology shall be based on the then generally recognized principles and practices in the M1 Manual, and the Parties agree to continue engagement on the development and interpretation of the M1 Manual in the cost of service methodology. If the M1 Manual is revised in a manner that either Party believes will affect the agreed-upon cost of service methodology, that Party will notify the other Party and the Parties will meet and confer to discuss the proposed revisions and the impact on the calculation of cost of service.

The cost of service methodology shall establish the Chicago Water Fund's revenue requirement by the utility-basis approach, and shall allocate such revenue requirements by the commodity-demand method based on the specific facilities used and useful in providing Water service to the Commission. The Parties agree that, as of the Effective Date, these specific facilities are: 68th Street/Dunne Crib Complex; Eugene Sawyer Water Purification Plant; South Tunnel Zone; Tunnel Connection and Tunnel Extension; Low Service Pump Station; and Chicago Service Valve. The rate base on which any rate of return on rate base will be calculated shall be determined in accordance with the M1 Manual and will include the fair value net plant in service, working capital and construction work in progress.

B. Annual Cost of Service Studies.

i. General. A Cost of Service Study shall be completed annually by Chicago based on the cost of service methodology established in Subsection 17.5.A.

The annual Cost of Service Study will be performed using Audited Financials in conjunction with other information available:

a. to estimate Chicago's projected cost of service to provide Water to the Commission in the Rate Year beginning on the January 1 following the release of the Audited Financials ("Projected AWWA Rate"); and

b. to determine Chicago's actual cost of service to provide Water to the Commission for the prior Rate Year ("Audited AWWA Rate").

For the determination of the Projected AWWA Rate for the next Rate Year, Chicago will perform a projected Cost of Service Study using Chicago's budgeted revenue requirements and projected Units of Service (Commission's Units of Service as well as the system wide Units of Service). For determination of the Audited AWWA Rate for the previous Rate Year, Chicago will perform an audited Cost of Service Study using

Chicago's actual revenue requirements, actual system-wide Units of Service of the Chicago Water System, and the actual Units of Service provided to the Commission excluding the effect on the Actual Peaking Factor associated with an Emergency Demand Event or curtailment or flushing described in Subsection 17.4.B(x). For planned curtailment initiated by Chicago, the Commission will make reasonable efforts to increase the quantity of Water stored in then-existing storage facilities in the water system in preparation for the curtailment assuming notice is provided pursuant to Section 11.8. In instances where a Qualifying Event and an Emergency Demand Event or curtailment or flushing described in Subsection 17.4.B(x) conflict, the Qualifying Event controls.

ii. Timing. In anticipation of providing Water beginning on the Targeted Water Delivery Date, Chicago will perform Cost of Service Studies based upon Audited Financials of the Chicago Water Fund for each of the years 2024 and 2027. In addition, if Chicago provides cost of service information related to the 2021 Rate Year to another wholesale customer, Chicago will make comparable cost of service information available to the Commission.

The Audited AWWA Rate calculated for the years beginning January 1, 2024 and January 1, 2027 will be calculated solely to fulfill the requirements of this Subsection 17.5.B.

Beginning in 2029 and annually thereafter, Chicago will perform a projected Cost of Service Study for the next Rate Year (2030) and an audited Cost of Service Study for the most recently available Rate Year (2028). If, prior to the performance of the audited Cost of Service Study for 2028, the Commission determines that the Second Rate Period will begin more than one year after the Targeted Water Delivery Date, then Chicago will not be obligated to perform a Cost of Service Study until the later of the 2029 Rate Year or the Rate Year two years prior to the first year in which the Second Rate Period is estimated to begin.

An audited Cost of Service Study for the previous Rate Year will be performed within ninety (90) days following the publication of the Audited Financials of the Chicago Water Fund for the previous fiscal year, which is expected to be on or about June 30 of the year following the year described in each year's Audited Financials. The Projected AWWA Rate calculated based on a projected Cost of Service Study for the following Rate Year will be provided to the Commission no later than October 3 of each year, which will be ninety (90) days prior to the first day of the next year. The Commission shall provide estimated Units of Service for the relevant Rate Year to Chicago not later than June 30 of the prior year beginning with 2030. If no estimate is provided to Chicago, Chicago may use the most recent projections provided pursuant to Subsection 17.3.E or may make the estimates on the Commission's behalf.

C. Commission Review of Chicago's Annual Cost-of-Service Study.

i. Timing of Reviews. Annually, the Commission will perform a review of Chicago's Annual Cost of Service Study to understand and verify the Audited AWWA Rate for the previous Rate Year, and resulting Annual Reconciliation (as applicable), as well as the Projected AWWA Rate for the next Rate year. After receipt of the necessary information (anticipated to be October 3rd as provided in Subsection 17.5.B(ii), the Commission will have sixty (60) days to review the information and provide comments to Chicago. Chicago shall work in good faith to resolve the comments prior to first day of the next year. Any unresolved comments which affect the projected Cost of Service Study and resulting Projected AWWA Rate will either be addressed mid-year (July 1st) or

incorporated into the Audited AWWA Rate and Annual Reconciliation at the end of the Rate Year.

In anticipation of providing Water beginning on the Targeted Water Delivery Date, the Commission will also perform a review of Chicago's Cost of Service Studies based upon Audited Financials of the Chicago Water Fund for each of the years 2024 and 2027. In addition, in 2029, the Commission will perform a review of the Cost of Service Study based on Audited Financials of the Chicago Water Fund in 2028 as well as the Projected AWWA Rate for 2030.

ii. Information to be Provided by Chicago. Chicago shall provide to the Commission the following information to allow for the review of the annual Cost of Service Study which establishes the Audited AWWA Rate as well as the Projected Water Rate:

a. Memorandum or summary report from Chicago documenting:

I. Any changes in cost allocation methods or processes;

II. Any changes in data sources for key inputs;

III. Any changes in budget or actual cost figures with significant effect on the Commission's rate contributing to a change in the Commission's rate of more than five (5) percent;

IV. A summary of the rate update process and results; and

V. Audited financial statements including Chicago's Comprehensive Annual Financial Report and an independent auditor's report.

D. Commission Comprehensive Review of Chicago's Cost-of-Service Study.

i. Timing of Audits. The Commission may, at its option, conduct a comprehensive audit of the Cost of Service Study not more often than once every five years, and, in addition, for any year in which the Projected AWWA Rate to the Commission increases by five (5) percent or more over the prior year.

In anticipation of providing Water beginning on the Targeted Water Delivery Date, the Commission will also perform a comprehensive audit of Chicago's Cost of Service Studies based upon Audited Financials of the Chicago Water Fund for 2024 and 2027.

After receipt of the necessary information (anticipated to be October 3rd as provided in Subsection 17.5.B(ii)), the Commission will have one hundred fifty (150) days to review the information and provide comments to Chicago. Chicago shall work in good faith to resolve the comments within forty-five (45) days after receipt of the Commission's comments. It is understood that this timing extends beyond the period for review otherwise provided in Subsection 17.5.C(i). Any comments which affect the projected Cost of Service Study and resulting Projected AWWA Rate will either be addressed mid-year (July 1st) or incorporated into the Audited AWWA Rate and Annual Reconciliation at the end of the Rate Year.

ii. Information to be Provided by Chicago. As part of this comprehensive audit and any other audit under this Agreement, Chicago shall provide to the Commission all

reasonable information and back-up materials used to perform the Cost of Service Study and allow the Commission to make a complete, open-book review of the Cost of Service Study, the various elements of operations and maintenance as well as assessment of the condition and valuation of all capital facilities included in the Cost of Service Study.

The Parties acknowledge that as of the Effective Date, there is certain information that is not yet available relating to certain elements of the cost of service that are needed to complete the audit of the Cost of Service Study. Chicago agrees that to the extent practicable based on the information available to Chicago, Chicago shall provide such reasonable information to enable the Commission to perform audits of the Cost of Service Study, such that cost of service can be verified for conformance to the M1 Manual. Chicago acknowledges that as part of its annual audits of the City of Chicago Department of Water Management Water Fund beginning no later than December 31, 2027 or such information being recorded such that it is included in the 2028 calendar/fiscal year audit, Chicago shall make reasonable efforts to provide the information relating to the elements of the cost of service needed to complete the Cost of Service Study and audit.

The Parties will meet and confer on any differences in the application of the methodology and calculations to allow the Commission to establish its rates to the Commission Customers.

E. Certain Aspects of Cost of Service. The Parties acknowledge and agree that the Commission's cost of service will exclude, without limitation, and to the extent practicable based on the information available to Chicago, the costs incurred by Chicago, as determined by Chicago: (i) to replace the lead service lines of Chicago's Retail Customers; (ii) to install new or replacement Water meters of Chicago's Retail Customers; (iii) to replace Chicago's Water transmission and distribution mains (other than those facilities listed in Subsection 17.5.A; (iv) associated with administrative and all other functions, activities, costs and expenses performed or incurred by DWM or other Chicago departments that are directly attributable to Chicago's Retail Customers; (v) to pay amounts in the revenue requirement for pay-as-you-go Capital Improvements if such improvements will be added to the fair value of infrastructure serving the Commission, (vi) to pay any amounts due to Chicago employees who do not perform work that pertains to the elements of Water service and delivery used to provide Water service to the Commission, including without limitation for wages, salaries, employee benefits, and pension contributions; and (vii) to pay any amounts due to pension funds for Chicago employees that are attributable to work performed prior to the Targeted Water Delivery Date or any contributions made to those pension funds to cover work performed prior to the Targeted Water Delivery Date. The Parties agree that, acknowledging the specific principles and limitations outlined in this Article 17, Chicago has the right to set its own water rates for its customers.

F. Uniformity of Methodology. Except for the clauses in Subsection 17.5.E(iii) and Subsection 17.5.E(vii), the methodology described in this Section 17.5 shall be similar in material respects to the methodology used in the calculation of water rates for other Chicago Wholesale Customers that are charged based upon a cost of service methodology at that time, but only as practicable and based upon Chicago's reasonable efforts.

17.6. Resolution of Article 17 Disputes. The Parties agree that if the Commission disagrees with Chicago's application of the methodology in a Cost of Service Study described in this Article 17 or the application of any other provision in this Article 17, the Commission shall notify Chicago, within sixty (60) days following the date on which the Commission first became aware of the methodology or application of this Article 17 being disputed, that it is invoking the dispute resolution procedure described in Section 20.18.

17.7. Payment From Revenues. This Agreement shall be a continuing valid and binding obligation of the Commission payable from Revenues for the Initial Term and any Renewal Term.

17.8. Charges to Commission Customers. Joliet covenants and agrees to charge such rate or rates for the furnishing of Water to Commission Customers so that the Revenues shall at all times be sufficient to pay in full all amounts due to Chicago from the Commission hereunder and in compliance with Section 12.7.

17.9 Exceptions to the Water Rate. Notwithstanding any provision in this Agreement to the contrary, during the Initial Rate Period, the Second Rate Period or the Regular Rate Period, the Commission shall pay the rate specified below for each of the types of Water listed below:

A. If the Commission obtains any Water for domestic use at any portion of the Commission New Water Supply Infrastructure located within the Chicago corporate boundaries, and that Water is delivered through Chicago's Water distribution system and not through the Point of Demarcation, the Commission shall establish a retail Water account with Chicago and pay the associated retail Water rate charged to Chicago Retail Customers as set from time to time by ordinance and all applicable taxes and fees imposed upon Chicago Retail Customers.

B. During the construction period, if the Commission or its Contractors or Subcontractors working on behalf of the Commission require Hydrant Water on a temporary basis as described in Subsection 11.4.A(ii), the Commission shall be, or shall require its Contractors and Subcontractors taking out the permit to be, responsible for paying to Chicago the standard fee for such usage as provided by applicable Law (as of the Effective Date, applicable Law includes Section 11-12-290 of the Municipal Code of Chicago).

17.10. Article 17 to Survive Termination. This Article 17 shall survive Termination of this Agreement.

ARTICLE 18. SEWER RATES.

18.1. Sewer Rates. The amounts due for sewer service will be based on the following:

A. If the Commission obtains any Water for domestic use at any portion of the Commission New Water Supply Infrastructure located within the Chicago corporate boundaries, and that Water is delivered through Chicago's Water distribution system and not through the Point of Demarcation, the Commission shall establish a retail Water account with Chicago and pay for associated sewer service for the facility covered by the account, as provided in applicable Law (as of the Effective Date, this includes Section 3-12-020 of the Municipal Code of Chicago). For such sewer service, the Commission shall pay the then-current rate charged to metered customers within the Chicago corporate boundaries as set from time to time by ordinance and all applicable taxes and fees imposed upon Chicago Retail Customers.

B. Except for sewer charges pursuant to Subsection 18.1.A, in the event of a discharge of Water into the Chicago sewer system from any portion of the Commission New Water Supply Infrastructure, including but not limited to, any overflow from the Suction Well, the Commission shall be responsible for metering such discharge or otherwise providing to Chicago a good faith estimate to the greatest degree of accuracy practicable. The Commission shall provide such meter reading or estimate to Chicago within thirty (30) days after such a discharge. If no meter reading or estimate is provided within thirty (30) days, Chicago may make a good faith estimate of the quantity discharged. Such discharges to the Chicago sewer system shall be charged in the manner provided for in applicable Law (as of the Effective Date, this includes

Section 3-12-020(b) of the Municipal Code of Chicago). If the Commission caused the discharge, the Commission shall pay the associated sewer charges. If Chicago caused the discharge, Chicago shall pay the associated sewer charges. If neither Party caused the discharge, or if the cause of the discharge cannot be determined, then the Parties shall each pay an equal share of the associated charges.

ARTICLE 19. BILLING.

19.1. Frequency. Chicago shall bill the Commission not more frequently than once monthly for: (i) all wholesale Water furnished to the Commission pursuant to this Agreement; and (ii) all other services provided to the Commission under this Agreement, including retail Water service and sewer service.

19.2. Basis. Quantities on invoices to the Commission shall be based on the following:

A. For the purchase of wholesale Water, quantities shall be based on readings of the Measuring Devices at the Point of Measurement to establish the quantity of Water delivered to the Commission. Readings may be adjusted as provided in Article 16.

B. For the purchase of retail Water quantities shall be based on readings of the metering devices required for purchase of retail Water.

C. For the retail use of the Chicago sewer system, quantities shall be based on readings of the metering devices required for the purchase of retail Water.

D. For discharges into the Chicago sewer system pursuant to Subsection 18.1.B, quantities shall be based on readings or estimates as described in Subsection 18.1.B.

19.3. Form. Each wholesale invoice shall indicate the total amount of wholesale Water delivered and include the readings on the Measuring Devices at the beginning and end of each billing period and shall specify the Water Rate and such adjustments as are applicable, including amounts of the Annual Reconciliation Amount to be applied for the billing period pursuant to Subsection 17.2.A. In addition, separate invoices shall be provided for fees and charges described in Subsections 19.2.B, 19.2.C and 19.2.D.

19.4. Payment Method. The Commission shall timely (as noted on the invoices) pay for Water by a method mutually agreed to by the Parties and without causing Chicago to incur any costs associated with said payment.

19.5. Late Payment Penalty. The Commission shall be charged a Late Penalty for late payment of invoices not greater than that charged to metered Chicago Retail Customers inside the Chicago corporate boundaries as provided by applicable Law (applicable Law as of the Effective Date includes Section 11-12-420 of the Municipal Code of Chicago, which provides that the Late Penalty is assessed at one and one fourth percent (1.25%) per month after a payment is not received within twenty-four (24) days of the date the bill was sent).

19.6. Resolution of Billing Disputes. The Parties agree that If the Commission disagrees with the quantities, charges or other aspects of any invoice from Chicago under this Article 19 or the application of any other provision in this Article 19, the Commission shall notify Chicago, within sixty (60) days following the date on which the Commission first became aware of the error or issue under this Article 19 being disputed, that it is invoking the dispute resolution procedure described in Section 20.18.

ARTICLE 20. EVENTS OF DEFAULTS AND REMEDIES

20.1. Commission Defaults. The occurrence and continuance of any one or more of the following events shall be a Commission default ("Commission Default") under this Agreement:

A. the failure of the Commission to pay in full the amount due and shown on any Water invoice due and owing on the due date for such payment as indicated on such Water invoice or any other payment obligations under this Agreement;

B. any default by the Commission under one or more Easements which remains uncured by the Commission under the terms of said Easement;

C. the failure of the Commission or any Commission Contractor to maintain insurance coverage as provided in Article 21;

D. the Commission's non-compliance in the performance or observance of any obligation, condition, covenant, provision or term contained in this Agreement that causes injury to individuals, damage to property including without limitation, the Chicago Water System, or impairs the operation of the Chicago Water System or its ability to provide Water;

E. any material representation, warranty or statement made by or on behalf of the Commission in this Agreement shall prove to be untrue in any material respect on the date as of which it was made or deemed made;

F. if the Commission, (i) admits, in writing, that it is unable to pay its debts as such become due, (ii) makes an assignment for the benefit of creditors, (iii) files a voluntary petition under Title 9 of the U.S. Code, or if such petition is filed against it and an order for relief is entered, or if the Commission files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Commission, or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), or (iv) takes any action in furtherance of any action described in this Subsection 20.1.F; or if within ninety (90) days after the commencement of any proceeding against the Commission seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of the Commission, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Commission or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), such appointment has not been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay, such appointment has not been vacated; and

G. the Commission's willful or reckless failure to provide notice, as required by Section 27.1, in the event of an emergency due to a failure, malfunction, maintenance or catastrophic event that will materially impact the Chicago Water System or cause damage to property owned by Chicago, CPD, or the Board of Education of the City of Chicago.

20.2. Covenant Default. Any non-compliance by the Commission in the performance or observance of any obligation, condition, covenant, provision or term contained in this Agreement

other than a default under Subsection 20.1.A will constitute a covenant default ("Covenant Default") by the Commission.

20.3. Default for Failure to Pay. The occurrence and continuance of a Commission Default under Subsection 20.1.A will constitute a default for failure to pay ("Default for Failure to Pay").

20.4. Notice of Default to Commission. Chicago will provide written notice to the Commission for a Covenant Default or a Default for Failure to Pay. The notice shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

20.5. Commission Default Cure Periods.

A. Cure Period for Covenant Default. The Commission shall have one hundred and eighty (180) days after the date of receipt of a notice of a Covenant Default ("Initial Cure Period") to remedy the subject Covenant Default. If any such non-compliance by the Commission cannot reasonably be remedied or resolved within the Initial Cure Period, and if Chicago determines that the Commission shall have commenced to remedy such non-compliance within the Initial Cure Period and is thereafter continuing to diligently effect such remedy, then Chicago may extend the Initial Cure Period for an additional ninety (90) days ("Second Cure Period") from the end of the Initial Cure Period. During the Initial Cure Period, the Parties will endeavor to negotiate in good faith for a resolution of the subject Covenant Default.

B. Cure Period for Default for Failure to Pay. The Commission shall have one hundred and eighty (180) days after the date of receipt of a notice of a Default for Failure to Pay ("Initial Cure Period for Payment") to make payments of all amounts due under the Water invoices or any other payment obligations under this Agreement.

C. Specified Commission Defaults. Upon the occurrence of any Commission Default under Subsections 20.1.C or 20.1.G, Chicago shall have the right to terminate this Agreement following the Cure Periods specified in Subsection 20.5.A, and prior to the expiration of such Cure Periods, Chicago shall have the other remedies specified in this Article 20.

20.6. Chicago Remedies for Commission Covenant Defaults. Upon the occurrence of a Covenant Default, if either the Commission has not demonstrated diligence in curing the Covenant Default during the Initial Cure Period or has not cured the Covenant Default during the Second Cure Period, Chicago may, at Chicago's sole discretion and after notifying the Commission, exercise any one or more of the following rights and remedies, as applicable, or by law provided including, without limitation, and as follows:

A. Chicago may issue to the Commission a written notice of Termination pursuant to the provisions of Article 6 and Terminate this Agreement; and

B. Chicago may suspend or shut off the supply of Water to the Commission.

C. Chicago may order the Commission to immediately cease and to cause the Commission Contractor to immediately cease all work relating to this Agreement.

D. In the event of Commission's Covenant Default under Subsections 7.6.J, 9.7.E(vii), 9.7.G and Section 29.4, Chicago shall have among the other remedies set forth in Article 20, the right to require the Commission to pay costs and expenses incurred by Chicago in defending any action before the Internal Revenue Service in connection with any regulatory inquiry, action or

proceeding and to reimburse Chicago for any penalties imposed relating to said actions that is a result of said Covenant Default.

The notices under this Section 20.6 shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

20.7. Remedies for Default for Failure to Pay. In the event of a Default for Failure to Pay that remains uncured at the end of the Initial Cure Period for Payment, Chicago may at Chicago's sole discretion and after notifying the Commission, exercise any one or more of the following rights and remedies, as applicable, or by law provided including, without limitation, and as follows:

A. Chicago will have first priority over monies in any operations and maintenance funds relating to Commission's Water System for payment of amounts currently due and owing for Chicago Water invoices.

B. Chicago and the Commission shall establish an escrow account ("Escrow Account") to which the Commission will deposit all monies from any Commission Water System General Fund or any other revenue surplus fund relating to the Commission Water System for the payment of past due amounts due and owing from Water invoices including any applicable Interest and Late Penalties.

i. The Escrow Account shall be managed in trust by an Escrow Agent chosen by Chicago, pursuant to the terms of an Escrow Agreement which shall be in a form satisfactory to Chicago, and shall provide that all fees, costs, and expenses associated with the Escrow Agreement shall be paid by the Commission.

ii. The Escrow Account will remain in place for the period from its establishment until (a) the Commission has fully paid past due amounts due and owing from Water invoices including any applicable interest and Late Penalties; and (b) the Commission remains current in the payment of Water invoices for a period of ninety (90) consecutive calendar days after the date on which all past-due amounts owing from Water invoices have been paid to Chicago ("Escrow Period"), after which the Escrow Account will be closed and any remaining amounts on deposit will be paid to the Commission or at the direction of the Commission.

iii. The Escrow Agent shall disburse funds on a monthly basis from the Escrow Account during the Escrow Period in the following order and as follows:

a. first: for the payment to Chicago of past due amounts due and owing from Water invoices including any applicable Interest and Late Penalties; and

b. second: to the Commission or at the direction of the Commission.

iv. Chicago and the Commission will jointly administer deposits and disbursements from the Escrow Account, subject to each Party's obligations under Section 20.7.

The notices under this Section 20.7 shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

20.8. Escrow Period in Excess of Nine Months. In the event the Escrow Period exceeds nine (9) months from the date of the beginning of an Escrow Period, Chicago will have the option to exercise one or more of the following remedies following notice to the Commission:

A. Termination of Agreement. Chicago may issue to the Commission a written notice of Termination pursuant to the provisions of Article 6; and

B. Suspend or Cease Providing Water. Chicago may suspend or shut off the supply of Water to the Commission.

The notices under this Section 20.8 shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

20.9 Disposition of the Commission New Water Supply Infrastructure Upon Termination Due to Commission Default. In the event of a Termination due to a Commission Default, the provisions of Article 7 will apply.

20.10. Fees, Costs, and Expenses. If there is a Commission Default and Chicago should employ attorneys or incur other costs and expenses for the collection of the payments due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Commission contained in this Agreement, the Commission agrees that it will, after notice and demand therefor, pay to Chicago the reasonable fees and expenses of such attorneys and such other reasonable fees, costs, and expenses so incurred by Chicago.

20.11. Available Remedies. In addition to the remedies set forth above, Chicago may pursue any available remedy in any courts within the venues as provided in Section 28.2 by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief and the specific performance of the provisions contained in this Agreement.

20.12. Remedies Cumulative and Concurrent. The remedies of Chicago, as provided in this Agreement shall be cumulative and concurrent and may be pursued singularly, successively or together and may be exercised as often as occasion therefor shall arise and shall not be exclusive but shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. Except as otherwise specifically required in this Agreement, notice of the exercise of any right or remedy granted to Chicago in this Agreement is not required to be given.

20.13. Failure to Exercise Remedy Not a Waiver. The failure of Chicago for any period of time or on more than one occasion, to exercise any remedy available to Chicago as described in this Agreement shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent Commission Default. No act of omission or commission of Chicago, including specifically any discontinued or abandoned proceeding, or failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by Chicago and then only to the extent specifically recited in said written document.

20.14. Chicago Default. The occurrence and continuance of any one or more of the following events shall be a Chicago default ("Chicago Default") under this Agreement:

A. any material representation, warranty or statement made by or on behalf of Chicago in this Agreement shall prove to be untrue in any material respect on the date as of which it was made or deemed made;

B. Chicago's non-compliance in the performance or observance of any obligation,

condition, covenant, provision or term contained in this Agreement that causes injury to individuals, damage to property including without limitation to the Commission Water System, or impairs the operation of the Commission Water System or its ability to provide Water;

C. the failure of Chicago or any Chicago Contractor to maintain insurance coverage as provided in Article 21;

D. Chicago, without the prior written consent of the Commission: (i) sells, or executes a contract to sell, the Chicago Water System or (ii) assigns, or executes a contract to assign, this Agreement; and

E. Chicago's willful or reckless failure to provide notice, as required by Section 27.1, in the event of an emergency due to a failure, malfunction, maintenance or catastrophic event that will materially impact the Commission Water System or cause damage to property owned by the Commission.

The Commission will provide written notice to Chicago of a Default by Chicago. The notice shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email.

20.15. Chicago Default Cure Periods. Chicago shall have one hundred and eighty (180) days after the date of receipt of a notice of a Default ("Initial Cure Period") to remedy the subject Default. If any such non-compliance by Chicago cannot reasonably be remedied or resolved within the Initial Cure Period, and if the Commission determines that Chicago shall have commenced to remedy such non-compliance within the Initial Cure Period and is thereafter continuing to diligently effect such remedy, then the Commission may extend the Initial Cure Period for an additional ninety (90) days ("Second Cure Period") from the end of the Initial Cure Period. During the Initial Cure Period, the Parties will endeavor to negotiate in good faith for a resolution of the subject Chicago Default.

20.16. Specified Chicago Defaults. Upon the occurrence of any Chicago Default under Subsections 20.14.C or 20.14.E, the Commission shall have the right to terminate this Agreement following the Cure Period specified in Section 20.15 and prior to the expiration of such Cure Periods, the Commission shall have the other remedies specified in this Article 20.

20.17. Commission Remedies upon Chicago Default. Upon the occurrence of a Chicago Default, the Commission may, by written notice to Chicago, declare a Chicago Default and at the Commission's sole discretion and after notifying Chicago, may exercise any one or more of the following rights and remedies, as applicable, or by law provided including, without limitation:

A. Termination for Chicago Default. The Commission may issue to Chicago a written notice of Termination under Section 6.5 and Terminate this Agreement, at which time the provisions with respect to Termination including, but not limited to Article 7, shall apply.

B. Fees and Expenses. If there is a Chicago Default under any of the provisions hereof and the Commission should employ attorneys or incur other costs and expenses for the collection of the payments due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of Chicago contained in this Agreement, Chicago agrees that it will, on notice and demand therefor, pay to the Commission the reasonable fees and expenses of such attorneys and such other reasonable fees, costs and expenses so incurred by the Commission.

C. Available Remedies. The Commission may pursue any available remedy in any courts within the venues as provided in Section 28.2 by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief and the specific performance of the provisions contained in this Agreement.

D. Remedies Cumulative and Concurrent. The remedies of the Commission, as provided in this Agreement shall be cumulative and concurrent and may be pursued singularly, successively or together and may be exercised as often as occasion therefor shall arise and shall not be exclusive but shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. Except as otherwise specifically required herein, notice of the exercise of any right or remedy granted to the Commission in this Agreement is not required to be given.

E. Failure to Exercise Remedy Not a Waiver. The failure of the Commission for any period of time or on more than one occasion, to exercise any remedy available to the Commission as described in this Agreement shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent Chicago Default. No act of omission or commission of the Commission, including specifically any discontinued or abandoned proceeding, or the failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by the Commission and then only to the extent specifically recited in said written document.

The notices under this Section 20.17 shall be given via Certified Mail, and, if desired by the Parties, may also be given by electronic communications, such as email**.**

20.18. Dispute Resolution.

A. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. The process in this Section 20.18 shall apply and be complied with prior to the exercise of other provisions in this Article 20.

B. Notice and Meeting. If any Party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party notice, by Certified Mail or personal service and, if desired by the Parties, may also be given by electronic communications, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided in this Subsection 20.18.B.

i. Cost of Service Methodology Issues. If the Parties are unable to reach agreement on a dispute about the application or interpretation of the M1 Manual in the preparation of a Cost of Service Study provided by Chicago under this Agreement, then the Parties agree that, in addition to their own water rate and waterworks valuation consultant, they may jointly retain a mutually acceptable independent, neutral, reputable and qualified water rates and waterworks evaluation consultant, who may be part of a reputable and qualified engineering firm. Such consultant and firm shall not be in a contractual or business relationship with either Chicago or the Commission other than for the work assisting with this Agreement. The role of the independent consultant shall be to meet and confer with the consultants retained by each Party for the purpose of clarifying the M1 Manual and enabling the Parties to reach agreement on the disputed components

of the cost of service methodology. The total expense incurred with respect to said independent consultant shall be paid by the Parties on a 50/50 basis.

ii. Disputed Invoices and Payments. In disputes regarding invoices, billing and payments, the Commission shall provide to Chicago the charges that are disputed, the grounds for the dispute, and amount in dispute.

C. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 20.18, Chicago and the Commission shall continue to fulfill the terms of this Agreement to the fullest extent possible. Chicago shall continue to provide Water to the Commission as provided by this Agreement. the Commission shall continue to make all payments to Chicago for Water as provided by this Agreement, including all payments about which the Commission has or may have a dispute.

D. Remedies. Provided that the Parties have met their obligations under this Section 20.18, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Subsection 20.18.B shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

20.19. Article 20 to Survive Termination. Article 20 shall survive Termination of this Agreement.

ARTICLE 21. INSURANCE COVERAGE

21.1. Insurance Coverage Requirements - Generally.

A. Insurance Requirements. The Parties will provide insurance coverage at their own expense as set forth in this Article 21. Insurance coverage requirements are based on the four phases of activity and operations (each a "Phase") of the Parties as described in Section 21.3 in the performance of this Agreement.

B. With respect to the limits of liability provided in Subsections 21.3.A and 21.3.B, each Party and each Party's respective Contractor, as applicable, may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required in this Agreement. The excess/umbrella policy/policies set forth in Subsections 21.3.A(v) and 21.3.B(v), must provide the same coverages/follow form as the underlying policy/policies.

21.2. Determination of Dates of the Beginning and End of Each Phase. At least ninety (90) days before either Party determines that its activities within a certain Phase will commence (the "Phase Start Date") or will be completed (the "Phase End Date") other than the post-Termination Period, the Parties will coordinate with each other to identify and confirm the Phase Start Date and Phase End Date for each Phase as the Parties perform their obligations under this Agreement. Generally, each Phase Start Date will commence at the beginning of the day after the Phase End Date, and each Phase End Date will terminate at the end of the relevant Phase End Date. In addition, the Parties agree that during Phase III, either Party may desire to perform Additional Major Work not originally anticipated at the applicable Phase Start Date that will require additional insurance coverage requirements.

21.3. Phases I, II, III, IV and Additional Major Work Insurance Coverage Requirements.

A. Phase I. The 2023 WSA provided that Phase I would be the period beginning on the Original Effective Date and ending on the day before the date construction begins on the Project Elements to be constructed by the Commission, and as determined by the Parties under

Subsection 21.2. The Parties agree that construction has commenced on the Project Elements prior to the Effective Date and that the Commission is not required to provide insurance for Phase I. For the period between the Original Effective Date and the end of Phase I, any insurance required for Phase I will have been provided by Joliet or Joliet's contractor. The Parties agree that Phase I has ended. However, if Phase I had not ended, the requirements of Subsection 21.3.A of the 2023 WSA would apply to the Commission, which are as follows: No later than thirty (30) days prior to activities in Phase I occurring after the Effective Date, the Commission must provide or cause Commission's Contractor to provide to Chicago the following insurance coverage and requirements for the duration of Phase I. The Commission agrees that during Phase I, the Commission will not perform any geotechnical or construction work, and in the event the Commission performs any geotechnical or construction work, the Commission will have begun Phase II and the insurance coverage requirements of Phase II will apply.

i. Workers Compensation and Employers Liability Insurance. The Commission shall provide and maintain or cause Commission's Contractor to provide and maintain Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work or service under this Agreement and Employers Liability coverage with limits not less than $1,000,000 each accident, $1,000,000 illness or disease-policy limit, and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to: other state endorsement, voluntary compensation and alternate employer, when applicable

ii. Commercial General Liability Insurance (Primary and Umbrella). the Commission shall provide and maintain or cause Commission's Contractor to provide and maintain Commercial General Liability Insurance or equivalent which must be maintained with limits not less than $2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed (for a minimum of two (2) years following the completion of any work done during Phase I, explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and reinstate annually if applicable, or the Commission or Commission's Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Commission's Contractor. If a general aggregate limit applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

Chicago must be provided additional insured status with respect to liability arising out of Commission's Contractor's work, services or operations and completed operations performed on behalf of Chicago. Such additional insured coverage must be provided on ISO form CG 2010 and CG 2037 or on an endorsement form at least as broad for ongoing operations and completed operations. Chicago's additional insured status must apply to liability and defense of suits arising out of Commission's Contractor's acts or omissions, whether such liability is attributable to Commission's Contactor or to Chicago. The full policy limits and scope of protection also will apply to Chicago as an additional insured, even if they exceed Chicago's minimum limits required in this Agreement. Commission's or Commission's Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to

Chicago.

iii. Railroad Protective Liability Insurance. If any work is to be done within fifty (50) feet of or on railroad or transit property, the Commission shall provide and maintain or cause Commission's Contractor to provide and maintain with respect to the operations that Commission's Contractor or Commission's Subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits not less than the requirement of the operating railroad for losses arising out of injuries to or death of all Persons, and for damage to or destruction of property, including the loss of use thereof. Commission's or Commission's Railroad Protective Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

iv. Commercial Automobile Liability Insurance (Primary and Umbrella). The Commission shall provide and maintain or cause Commission's Contractor to provide and maintain Commercial Automobile Liability Insurance with limits not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the location sites of the Project Elements to be constructed by the Commission, including loading and unloading. Chicago is to be named as an additional insured on a primary, non-contributory basis. Commission's or Commission's Commercial Automobile Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

v. Excess/Umbrella Insurance. The Commission shall provide and maintain or cause Commission's Contractor to provide and maintain Excess/Umbrella Liability Insurance with limits not less than $5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Commercial Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

vi. Contractors Pollution Liability Insurance. When any work is performed which may cause a pollution exposure, the Commission shall provide and maintain or cause Commission's Contractors to provide and maintain Contractors Pollution Liability Insurance, covering bodily injury, property damage and other losses caused by pollution condition with limits not less than $5,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work performed pursuant to this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Chicago is to be named as an additional insured on a primary, non-contributory basis. Contractors Pollution Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

B. Phase II. Phase II will be the period beginning on the earliest date on which construction begins on the Project Elements either by Chicago or the Commission and ends on the date of final completion of the New Water Supply Infrastructure, and as determined by the Parties under Section 21.2. At least thirty (30) days before the Phase Start Date for Phase II for each Party, the Commission must provide to Chicago and Chicago must provide to the Commission the following insurance coverage and requirements for the duration of Phase II.

i. Workers Compensation and Employers Liability Insurance. Each Party and shall provide and maintain or cause their respective Contractor to provide and maintain Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work or service under this Agreement and Employers Liability coverage with limits not less than $1,000,000 each accident, $1,000,000 illness or disease-policy limit, and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to: other state endorsement, voluntary compensation and alternate employer, when applicable.

ii. Commercial General Liability Insurance (Primary and Umbrella). The Commission and Chicago shall provide and maintain or cause its respective Contractor to provide and maintain Commercial General Liability Insurance or equivalent which must be maintained with limits not less than $2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed (for a minimum of two (2) years following the date of the first Partial Delivery of Water, explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and reinstate annually if applicable, or each Party or their Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of each Party's Contractor. If a general aggregate limit applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

Chicago must be provided additional insured status with respect to liability arising out of Commission's Contractor's work, services or operations and completed operations performed on behalf of Chicago. Such additional insured coverage must be provided on ISO form CG 2010 and CG 2037 or on an endorsement form at least as broad for ongoing operations and completed operations. Chicago's additional insured status must apply to liability and defense of suits arising out of Commission's Contractor's acts or omissions, whether such liability is attributable to Commission's Contactor or to Chicago. The full policy limits and scope of protection also will apply to Chicago as an additional insured, even if they exceed Chicago's minimum limits required in this Agreement. Commission's or Commission's Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

The Commission must be provided additional insured status with respect to liability arising out of Chicago's Contractor's work, services or operations and completed operations performed on behalf of the Commission. Such additional insured coverage must be provided on ISO form CG 2010 and CG 2037 or on an endorsement form at least

as broad for ongoing operations and completed operations. The Commission's additional insured status must apply to liability and defense of suits arising out of Chicago's Contractor's acts or omissions, whether such liability is attributable to Chicago's Contactor or to the Commission. The full policy limits and scope of protection also will apply to the Commission as an additional insured, even if they exceed the Commission's minimum limits required in this Agreement. Chicago's or Chicago's Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the Commission.

iii. Railroad Protective Liability Insurance. If any work is to be done within fifty (50) feet of or on railroad or transit property, each of Chicago and the Commission shall provide and maintain or cause the Party's respective Contractor to provide and maintain with respect to the operations that the Party's respective Contractor or Subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits not less than the requirement of the operating railroad for losses arising out of injuries to or death of all Persons, and for damage to or destruction of property, including the loss of use thereof. Each Party's or each Party's Railroad Protective Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the Commission or Chicago, as applicable.

iv. Commercial Automobile Liability Insurance (Primary and Umbrella). Each Party shall provide and maintain or cause its respective Contractor to provide and maintain Commercial Automobile Liability Insurance with limits not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the location sites of the Project Elements to be constructed by the respective Party, including loading and unloading. The opposite Party is to be named as an additional insured on a primary, non-contributory basis. Each Party or each Party's Commercial Automobile Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the Commission or Chicago, as applicable.

v. Excess/Umbrella Insurance. Each Party shall provide and maintain or cause its respective Contractor to provide and maintain Excess/Umbrella Liability Insurance with limits not less than $20,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Commercial Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the Commission or Chicago, as applicable.

vi. Builders Risk Insurance. When either the Commission's or Chicago's Contractor undertakes any construction, including improvements, betterments, and/or repairs, each Party shall provide and maintain or cause each party's respective Contractor to provide and maintain Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: material stored off-site and

in-transit, water including overflow, leakage, sewer backup or seepage, landscaping, debris removal and loss resulting from faulty workmanship or materials. The opposite Party is to be named as an additional insured and loss payee. Builders Risk Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the Commission or Chicago, as applicable.

Each Party's respective Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by said Contractor.

vii. Surety Performance Bond. Each Party shall provide and maintain or each Party's respective Contractor must provide a surety bond for the applicable Project Elements to be constructed by said Party in the amount of the construction contract price. The surety company providing the bond must have a general rating of "A" or better and a financial size of Class X or better from A.M. Best. Each respective Party's Contractor must provide ongoing reporting to the surety company for increased construction costs over the course of the project. Any increase in the contract price that exceeds 10% in the aggregate shall require a rider to increase the penal sums of the bonds to the new contract price. Any Change increasing or decreasing the contract price that results in a change in the penal sum of the bond shall include reimbursement to the Contractor for additional costs to be incurred for the bond or credit to the contracting Party for the reduction in costs for the bond.

viii. Contractors Pollution Liability Insurance. When any work is performed which may cause a pollution exposure, each Party shall provide and maintain or cause their respective Contractors to provide and maintain Contractors Pollution Liability Insurance, covering bodily injury, property damage and other losses caused by pollution condition with limits not less than $10,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work performed pursuant to this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The opposite Party is to be named as an additional insured on a primary, non-contributory basis. Contractors Pollution Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the Commission or Chicago, as applicable.

ix. All Risk Property Insurance. Upon completion of construction and taking ownership of a Project Element, the Party owning the Project Element shall provide and maintain All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the applicable Project Elements.

C. Phase III. Phase III will be the period starting at the beginning of the day after the Phase End Date for Phase II and will end on the date of Termination of this Agreement. Sixty (60) days prior to the Phase Start Date for Phase III, the Parties shall meet and confer to discuss Chicago's determination of the insurance coverage required to be provided by the Commission and Chicago in connection with such Parties' ongoing maintenance and operations pursuant to the terms of this Agreement during the duration of Phase III. For both Parties, the insurance coverage requirements under this Subsection 21.2.C shall reflect known and established insurance coverages, including self-insurance, for each Party's operations comparable during Phase III at the time, and known and established insurance exposures associated with operations comparable under Phase III at the time.

D. Phase IV. Phase IV will be the period starting at the beginning of the day after the date of Termination of this Agreement due to Termination or non-renewal of this Agreement and will end on the date the Parties agree the procedures described in Article 7 are completed. Sixty (60) days prior to the commencement of the procedures described in Article 7, Chicago shall determine the insurance coverage required to be provided by the Commission and the Commission's Contractors in connection with said procedures. The insurance coverage requirements under this Subsection 21.3.D shall reflect known and established insurance coverages for the operations comparable to the procedures described in Article 7, including disposition of the Commission New Water Supply Infrastructure by removal or abandonment, at the time, and known and established insurance exposures associated with the operations comparable to the procedures described in Article 7 at the time.

E. Additional Major Work Insurance Coverage Requirements. During Phases II or III Chicago may desire, and during Phases II, III or IV the Commission may desire, to perform certain additional major work relating to Capital Improvements to the Commission New Water Supply Infrastructure or Chicago New Water Supply Infrastructure, or removal or other disposition of the Commission New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure, all of the aforesaid not originally anticipated at the applicable Phase Start Date ("Additional Major Work"). The Parties will notify each other of the nature and anticipated start date ninety (90) days prior to the commencement by such Party of the Additional Major Work. Sixty (60) days prior to the commencement of the Additional Major Work, the Parties shall meet and confer to discuss Chicago's determination of the additional insurance coverage requirements to be provided by the Parties or their Contractors in connection with the Additional Major Work. The insurance coverage requirements under this Subsection 21.3.E shall reflect known and established insurance coverages, including self-insurance, for each Party's operations comparable to the Additional Major Work at the time and known and established insurance exposures associated with operations comparable to the Additional Major Work at the time.

F. Professional Liability Insurance. During Phases I, II, III or IV, when any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Agreement for the Commission, the Commission must provide Chicago with evidence of current insurance coverage for the Commission's architects, engineers, construction managers or other professional consultants (collectively, the "Professional Consultants"). The Commission will cause the Professional Consultants to provide Chicago with evidence of and to maintain Professional Liability Insurance covering acts, errors, or omissions. During each of Phase I and Phase II, the limits will be not less than $10,000,000. During each of Phase III and Phase IV, the limits will be determined by Chicago as provided in Subsections 21.3.C, 21.3.D, 21.3.E and Section 21.4. Coverage must include pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the project. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Professional Liability Insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to Chicago.

21.4. Insurance Coverage Review. During the period of each Phase, Chicago shall have the right to review, and pursuant to said review, modify, delete, alter or change the insurance coverage requirements set forth in Article 21. Said adjustments shall reflect known and established material changes in insurance coverages for operations comparable under this Agreement including, but not limited to the operation and maintenance of the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure or known and established material changes in insurance exposures associated with operations comparable under this Agreement including, but not limited to the operation and maintenance of the Commission New Water Supply Infrastructure and the Easements. Chicago shall notify the

Commission in writing of any adjustments to the Commission's and Chicago's insurance coverage requirements and the date on which said adjustment is to go into effect.

21.5. Insurance at Commercially Available Rates. If the Parties determine that any insurance (including the limits or deductibles thereof) required to be maintained under Subsections 21.3.C, 21.3.D and 21.3.E shall not be available at commercially reasonable rates, (A) each Party shall notify the other Party of such unavailability for each affected type of coverage; (B) Chicago may determine whether the lack of available coverage at commercially reasonable rates should result in an adjustment of required coverage under Subsections 21.3.C, 21.3.D and 21.3.E, as applicable, and (C) the Commission will have the right to request that Chicago consent to waive such requirement and Chicago shall not unreasonably withhold, condition or delay such consent. Any such waiver shall be effective only so long as such insurance shall not be available at commercially reasonable rates, provided that during the period of such waiver, the Commission maintains the maximum amount of such insurance or equivalent insurance, as reasonably determined by Chicago, otherwise available at commercially reasonable rates.

21.6. Additional Requirements. With respect to the insurance coverage requirements under Article 21, for each of Phases I, II, III, IV and the Additional Major Work, the following additional requirements shall apply:

A. Evidence of Insurance. The Commission or Commission's Contractor must furnish the City of Chicago, Department of Finance, Risk Management Office ("Risk Management Department"), at the address shown in Attachment A to this Agreement and any other Chicago department designated in writing by Chicago, and Chicago or Chicago's Contractor must furnish to the Commission at the address shown on Attachment B, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the Phase Start Date of each Phase, on the date of commencement of any Additional Major Work, or on the date Chicago's insurance adjustment goes into effect as provided in Chicago's notice to the Commission under Section 21.4, and, as applicable, renewal certificates of insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date or are adjusted pursuant to Section 21.4, all as occurring during each Phase during the Term and at post-Termination of this Agreement. The Commission or Commission's Contractors and Chicago or Chicago's Contractors must submit evidence of insurance thirty (30) days prior to each applicable Phase Start Date and prior to commencing any Additional Major Work. With respect to insurance coverage requirements under Subsection 21.3.D, the Commission or Commission's Contractor must furnish Chicago with original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date on which the Commission or Commission's Contractor commences work relating to procedures under Article 7 or Article 20, such evidence of insurance to be submitted thirty (30) days prior to the date on which the procedures under Article 7 or Article 20 commence. The receipt of any certificate does not constitute agreement by Chicago or the Commission that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of Chicago or the Commission to obtain, nor Chicago's or the Commission's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from the Commission or the Commission's Contractors or Chicago or Chicago's Contractors, their insurance broker(s) and/or insurer(s) will not be construed as a waiver by Chicago or the Commission of any of the required insurance provisions. The Commission and Commission's Contractor and Chicago and Chicago's Contractor must advise all insurers of this Agreement's provisions regarding insurance. Chicago in no way warrants that the insurance required herein is sufficient to protect the Commission and Commission's Contractor for liabilities which may arise from or relate to this Agreement. The Commission in no way warrants that the insurance required herein is sufficient to protect Chicago and Chicago's Contractor for liabilities which may arise from or relate to this

Agreement. Chicago and the Commission each reserve the right to obtain complete, certified copies of any required insurance policies at any time.

B. Failure to Maintain Insurance. Failure of the Commission or Commission's Contractor or Chicago or Chicago's Contractor to comply with required coverage and terms and conditions outlined herein will not limit the Commission's or Chicago's liability or responsibility, respectively, nor does it relieve the Commission or Commission's Contractor or Chicago or Chicago's Contractor of the obligation to provide insurance as specified in this Agreement.

C. Notice of Material Change, Cancellation or Non-Renewal. In the event that either Party or its Contractor becomes aware that through no fault of their own, any insurance coverage will be or has been substantially changed, canceled or non-renewed, the Commission or Commission's Contractor must promptly provide Chicago with written notice and Chicago or Chicago's Contractor must promptly provide the Commission with written notice. Otherwise, in the event any insurance coverage will be substantially changed, canceled or non-renewed, the affected Party or its Contractor will provide the other Party with written notice sixty (60) calendar days prior to said change, cancellation or non-renewal. In addition, the Commission or Commission's Contractor must promptly provide Chicago, and Chicago or Chicago's Contractor must promptly provide the Commission, with written notice of non-payment of insurance coverage premium and in no event shall the notice of non-payment of insurance coverage premium be sent to Chicago or the Commission more than ten (10) days after the due date of the insurance coverage premium that was not paid.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Commission or Commission's Contractor and Chicago or Chicago's Contractor, respectively.

E. Waiver of Subrogation. The Commission hereby waives and shall cause Commission's Contractor to waive, and Chicago hereby waives and shall cause Chicago's Contractor to waive, its rights and agrees to require their insurers to waive their rights of subrogation against Chicago and the Commission under all required insurance herein for any loss arising from or relating to this Agreement. The Commission agrees to obtain and shall cause Commission's Contractor to obtain, and Chicago agrees to obtain and shall cause Chicago's Contractor to obtain, any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Chicago received a waiver of subrogation endorsement for the Commission's insurer(s) or Commission's Contractor's insurer(s).

F. Insurance Primary. All insurance required of the Commission and Commission's Contractors under this Agreement shall be endorsed to state that the Commission and Commission's Contractor insurance policy is primary and not contributory with any insurance carrier by Chicago. All insurance required of Chicago and Chicago's Contractors under this Agreement shall be endorsed to state that Chicago and Chicago's Contractor insurance policy is primary and not contributory with any insurance carrier by the Commission.

G. No Limitation as to Contractor Liabilities. The coverages and limits furnished by the Commission and Commission's Contractor in no way limit the Commission and Commission's Contractor's liabilities and responsibilities specified within this Agreement or by law. The coverages and limits furnished by Chicago and Chicago's Contractor in no way limit the Chicago and Chicago's Contractor's liabilities and responsibilities specified within this Agreement or by law.

H. No Contribution by Chicago and Commission. Any insurance or self-insurance programs maintained by Chicago do not contribute with insurance provided by the Commission

and do not contribute with insurance provided by Commission's Contractor under this Agreement. Any insurance or self-insurance programs maintained by the Commission do not contribute with insurance provided by Chicago and do not contribute with insurance provided by Chicago's Contractor under this Agreement.

I. Insurance Not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement, including but not limited to the language in Section 25.6, or any limitation placed on the indemnity in this Agreement given as a matter of law.

J. Insurance and Limits Maintained. If the Commission or Commission's Contractor maintains higher limits and/or broader coverage than the minimums shown herein, Chicago requires and shall be entitled to the higher limits and/or broader coverage maintained by the Commission or Commission's Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Chicago. If Chicago or Chicago's Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the Commission requires and shall be entitled to the higher limits and/or broader coverage maintained by Chicago or Chicago's Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Chicago and the Commission, respectively.

K. Joint Venture or Limited Liability Company. If Commission's Contractor or Chicago's Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

L. Other Insurance Obtained by Parties or Contractors. If the Commission or Commission's Contractor desires additional coverages, the Commission or Commission's Contractor, as applicable, will be responsible for the acquisition and cost. If Chicago or Chicago's Contractor desires additional coverages, Chicago or Chicago's Contractor, as applicable, will be responsible for the acquisition and cost.

M. Subcontractors.

i. Commission. The Commission or Commission's Contractor shall name the Subcontractor(s) as an additional insured(s) under the Commission's or Commission's Contractor's insurance or the Commission and Commission's Contractor will require Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability and Professional Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as outlined in this Subsection 21.6.M. The limits of coverage will be determined by the Commission or Commission's Contractor and shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in this Subsection 21.6.M. The Commission and Commission's Contractor are responsible for ensuring that each Subcontractor has named Chicago as an additional insured where required and name Chicago as an additional insured on an endorsement form at least as broad and acceptable to Chicago. The Commission and Commission's Contractor are also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Subsection 21.6.M. When requested by Chicago, the Commission and Commission's Contractor must provide to Chicago certificates of insurance and additional insured endorsements or other evidence of insurance. Chicago reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit the Commission's or

Commission's Contractor's liability or responsibility.

ii. Chicago. Chicago or Chicago's Contractor shall name the Subcontractor(s) as an additional insured(s) under Chicago's or Chicago's Contractor's insurance or Chicago and Chicago's Contractor will require Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability and Professional Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as outlined in this Subsection 21.6.M. The limits of coverage will be determined by Chicago or Chicago's Contractor and shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in this Subsection 21.6.M. Chicago and Chicago's Contractor are responsible for ensuring that each Subcontractor has named the Commission as an additional insured where required and name the Commission as an additional insured on an endorsement form at least as broad and acceptable to the Commission. Chicago and Chicago's Contractor are also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Subsection 21.6.M. When requested by the Commission, Chicago and Chicago's Contractor must provide to the Commission certificates of insurance and additional insured endorsements or other evidence of insurance. The Commission reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Chicago's or Chicago's Contractor's liability or responsibility.

21.7 Insurance Coverage Disputes. If during Phases I, II, III, IV and at any Additional Major Work, there is either an adjustment to, or determination by Chicago of insurance coverage requirements and if the Commission disagrees with said adjustment or Chicago's determination of insurance coverage requirements under this Article 21, the Commission may invoke the dispute resolution procedure described in Section 20.18.

21.8 Article 21 to Survive Termination. Article 21 shall survive Termination of this Agreement.

ARTICLE 22. ASSIGNMENT

22.1. Consent to Assignment. This Agreement and the rights, duties, obligations, requirements and liabilities in this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party. This Agreement shall be binding on the Parties, and their respective successors, assignees and legal representatives, subject, however, to the provisions of this Agreement limiting assignment.

22.2. Commission Obligation. This Agreement does not constitute and shall not be construed to constitute an indebtedness or obligation of the Commission, the Commission Customers, the Emergency Purchasers, any future members of the Commission or any wholesale customers of future members of the Commission within the meaning of any statutory or constitutional limitation.

22.3. Sale of Chicago Water System. Chicago agrees that it will not sell the Chicago Water System during the Term, unless otherwise agreed to by the Commission.

ARTICLE 23. ACTIONS UNDER THE EMINENT DOMAIN ACT

23.1. Applicable Law. As of the Effective Date, the Parties recognize that the Commission does not have statutory authority pursuant to Article 20 of the Eminent Domain Act or another State statute to implement proceedings using the quick-take procedure in the Eminent Domain Act. If the Commission or any assignee obtains such statutory authority during the Term, the provisions of this Article 23 will apply. With the exception of Section 23.3, the provisions of this Article 23 shall not apply to any proceedings unless the Commission proposes using the quick-take procedure.

23.2. Consent to Quick-Take. The Parties recognize that the Commission or any assignee may (a) determine that negotiations for the acquisition of property or easements for making any improvement that is part of the New Water Supply Infrastructure have proven unsuccessful and (b) by resolution or ordinance adopt a schedule or plan of operation for the execution of the improvement and make a finding that it is necessary to take such property or easements immediately or at some specified later date in order to comply with the schedule. In any such instance where the property or easement is located within the boundaries of Chicago, if the Commission or its assignee intends to commence proceedings to acquire such property or easements in the same manner provided in Article 20 of the Eminent Domain Act (quick-take proceedings), then the Commission or its assignee shall notify Chicago that it intends to take such an action and include a copy of the resolution or ordinance described above along with a description of efforts made to acquire the property or easements described in the resolution or ordinance. The Commission shall notify Chicago not less than sixty (60) days prior to the date the Commission files an action pursuant to Article 20 of the Eminent Domain Act to take such property or easement; provided, however, that if there are not two meetings of the Chicago City Council that are scheduled or expected to take place within sixty (60) days after the date Chicago receives said notice, the Commission must provide Chicago with notice not less than ninety (90) days before the Commission files such an action. Chicago, in its reasonable discretion, will have the right to either approve or reject the quick-take proceedings under the Eminent Domain Act or another State statute. Chicago will promptly review all information provided. Chicago will notify the Commission if Chicago requires any additional information reasonably related to the property or easements sought and the Commission will promptly respond. the Commission will not commence such proceedings unless and until the acquisition has been approved by Chicago, by ordinance of the Chicago City Council.

23.3. Real Property Excluded from Commission Actions Under Eminent Domain Act. The Commission will not exercise the disposition of real property through eminent domain proceedings concerning the properties known as Durkin Park Elementary School and Durkin Park, both located at 8445 South Kolin Avenue in Chicago, without prior approval of Chicago. In addition, the Parties agree that as of the date of execution of this Agreement, the planned route of the Transmission Main-Chicago from the Southwest Pumping Station site to the Commission is via the Kedvale Avenue right-of-way between 85th and 87th Streets and the 87th Street right-of-way westward to the Chicago corporate boundaries, and that any change to or deviation from this route shall require Chicago's review and approval.

ARTICLE 24. THE PARTIES' COMMITMENT TO TRANSPARENCY AND COLLABORATION

24.1. Commitment to Transparency and Collaboration. The Parties recognize the importance of carrying out the terms of this Agreement in a collaborative manner that reflects the Parties' commitment to transparency and collaboration with respect to the long-term relationship of the Commission and Chicago for a reliable supply of Water to the Commission on a cost-effective basis. Key to this collaborative approach is the establishment and ongoing operation of the Advisory Council, each Party identifying appropriate staff liaisons to the other Party, Chicago's

agreement to assist the Commission in matters necessary and appropriate to implementation of this Agreement, and Chicago's commitment to deepening regional cooperation and collaboration, all as further described in this Article 24.

24.2. Advisory Council.

A. Council Membership and Goals. Chicago and Joliet have collaborated to develop an Advisory Council composed of representatives from Chicago, Joliet, and the other municipalities and entities that are, or are under contract to become, wholesale purchasers of Water from Chicago (with Joliet collectively, the "AC Members", individually an "AC Member"). An Advisory Council has been established between the Original Effective Date and the Effective Date and as of the Effective Date is named and referred to as the Chicago Water Partners Advisory Council. Chicago and the Commission will continue to collaborate with each other and with the AC Members in connection with continuing the establishment and operation of such an Advisory Council.

i Goals. The primary goals of the Advisory Council will be to (a) obtain meaningful input and feedback from the AC Members regarding the management, operation, and financial aspects, including Water rates and capital investments, of the Chicago Water System, (b) establish standing mechanisms for regular and enhanced communication between Chicago and the AC Members, (c) collaborate on water supply and water policy issues in northeastern Illinois, and (d) provide a process for the AC Members to make recommendations for Chicago's consideration as it relates to the reliable and cost-effective delivery of Water. The Advisory Council's primary goals as stated in this Agreement, and its tasks and functions as stated in this Agreement, shall not pertain to Water issues relating to retail customers.

ii. Representatives. AC Member representatives on the Advisory Council shall be employees or staff of their AC Member, in order to establish working relationships among the AC Members regarding goals and tasks of the Advisory Council. AC Member representatives may have one designated alternate who will be authorized to participate when the primary AC Member representative is absent or unavailable.

iii. Meetings. The Parties agree that the first Advisory Council meeting has been held prior to the Effective Date. The Advisory Council shall meet at least once during each calendar quarter during the Term, with designated meeting locations rotating so that meetings will be held in various parts of the territory that includes the AC Members, as provided in the AC Governing Documents.

B. Chicago Commitment to Advisory Council.

i. Maintaining Advisory Council. During the Term, Chicago (a) shall not introduce a motion before the Advisory Council to dissolve, disband or abolish the Advisory Council, and (b) shall abstain from any vote before the Advisory Council to dissolve, disband or abolish the Advisory Council. In addition, Chicago shall not unilaterally dissolve, disband or abolish the Advisory Council during the Term.

ii. Supporting Advisory Council. Chicago shall devote the necessary resources to supporting the activities of the Advisory Council and commits to dedicate one employed staff member for said purpose. Chicago's Chief Financial Officer and the Commissioner of DWM shall share the responsibilities of collaboration with the Advisory Council. In the event of a future vacancy in the position of Commissioner, Chicago will appoint a new Commissioner with the qualifications to lead the operation and

management of DWM in a way that it continues to provide quality Water to all of the customers of the Chicago Water System. In all decision-making, DWM will follow its mission of protecting the public health in the most environmentally and fiscally responsible manner by delivering a sufficient supply of exceptional quality Water and efficiently managing waste and storm water.

C. Advisory Council Tasks. The tasks assigned to the Advisory Council shall be generally in furtherance of the goals described in Subsection 24.2.A(i) and shall include, but not be limited to, those listed in Exhibit H. Any non-public information provided to the Advisory Council shall be used by the Advisory Council in accordance with applicable law, as well as the provisions under any non-disclosure or confidentiality agreements that Chicago may require to be executed by the AC Members, and to the extent authorized by applicable law.

D. Advisory Council Organization and Structure. Prior to the Effective Date, Chicago and Joliet, in collaboration with the other municipalities and entities defined as AC Members in Subsection 24.2.A, have agreed to establish the formal structure of the Advisory Council in furtherance of its mission and the primary goals described above. Said structure, which includes AC Governing Documents governing the work of the Advisory Council, was presented to the AC Members for consideration and approval by their respective representatives. The Parties agree that the AC Governing Documents will include, but not be limited to, provisions for sufficient advance notice of meetings and agendas to allow AC Member representatives to adequately prepare for meetings, procedures for placement of items on the Council's agenda by the AC Members, and a process for modification of the AC Governing Documents, and will not limit the ability of AC Members to act outside of the Advisory Council structure.

E. Advisory Council Voting. The Advisory Council will vote on two sets of matters:

i. Internal Matters: Recommendations for Chicago's consideration on matters concerning the Chicago Water System. Chicago shall not vote on these matters because Chicago will be the recipient of these recommendations; and

ii. External Matters: Recommendations or positions on matters of water policy, legislation, and public information and education that affect the water industry, consumers of Water produced by the Chicago Water System, and the supply of water in the northern Illinois region. Chicago may vote on these matters and the Parties agree that the votes of Chicago alone will not be sufficient to establish a majority or supermajority vote.

In developing the AC Governing Documents pursuant to Subsection 24.2.D, the Advisory Council shall establish a voting structure that:

i. is weighted among the AC Members based on their proportionate shares of total State Water Allocations for all AC Members;

ii. specifies procedures for votes on matters concerning the Chicago Water System as a whole and for votes concerning aspects of the Chicago Water System that affect or serve only a portion of the AC Members, as described in Subsection 24.2.E(i), and External Matters, as described in Subsection 24.2.E(ii);

iii. specifies criteria to determine whether a matter being voted upon concerns the Chicago Water System as a whole or aspects of the Chicago Water System that affect or serve only a portion of the AC Members, as described in Subsection 24.2.E(i), or External Matters, as described in Subsection 24.2.E(ii); and

iv. specifies the details as to AC Members' voting rights and the appropriate occasions for such votes, including that the Parties agree that under such procedures, the votes of Chicago alone will not be sufficient to establish a majority or supermajority vote.

F. Action on Recommendations.

i. Pursuant to the procedures to be established in the AC Governing Documents, the Advisory Council shall provide its recommendations on Internal Matters to the Commissioner and a copy to the Chief Financial Officer. The AC Governing Documents shall establish a procedure by which AC Members that disagree with any recommendations on Internal Matters may submit a supplemental report or recommendation to the Commissioner and a copy to the Chief Financial Officer stating their positions on the matter.

ii. Within ninety (90) days after receipt of any recommendation, the Commissioner shall notify the Advisory Council in writing whether the Commissioner will accept and implement the recommendation, reject the recommendation without implementation, or accept in part and reject in part, and the reasons for the action.

iii. If a recommendation on an Internal Matter is rejected in whole or in part, the Advisory Council will have an opportunity to respond and provide additional information to the Commissioner (with a copy to the Chief Financial Officer) within thirty (30) days after receipt of notice of the Commissioner's determination. If the Commissioner's determination to reject a recommendation does not change after the provision of additional information, or if a recommendation of the Advisory Council is rejected by the Commissioner and no additional information is provided, the Commissioner shall report said recommendation to members of the Chicago City Council and Chicago shall notify the AC Members of the Advisory Council that said report has been filed with the City Council.

G. Advisory Council Working Groups. The Advisory Council may establish certain specific goals and may establish working groups necessary in order to execute specific goals (collectively, "Working Groups" and each separate group a "Working Group"). Working Groups shall meet when necessary, based on pending work and matters referred to them, and may make recommendations to the Advisory Council. The AC Governing Documents shall establish a procedure by which AC Members may appoint individuals to Working Groups. The Parties anticipate that Working Groups may be established for at least the following subject matters: financial (including water rates), operations (including water quality), capital projects (including engineering), and management.

H. Variations of Advisory Council Structure, Operations and Tasks from Agreement Provisions. The Parties agree that this Agreement is bilateral and exists only between the Parties and does not bind the Advisory Council to take or fail to take any action. The Parties understand that the Advisory Council may, pursuant to the AC Governing Documents, make changes to its structure, operations, and tasks, which changes may create variations from what is provided in this Section 24.2 and Exhibit H. Therefore, the Parties agree that any variation in the structure, operations or tasks of the Advisory Council from what is described in Section 24.2 and Exhibit H resulting from actions of the Advisory Council will not constitute an Event of Default by Chicago or Joliet.

I. Joliet Rights. If the Advisory Council chooses to carry out its functions in a manner that differs materially from the functions as described in Section 24.2 and Exhibit H, or if the Advisory Council no longer exists (due to action by third parties), Joliet shall have the right to

provide input directly to Chicago on such functions that are not being addressed by the Advisory Council. Chicago agrees to further cooperate with Joliet (including providing appropriate resources and staff support) with respect to Advisory Council functions in the following manner:

i. If the Advisory Council has ceased its meetings, providing to Joliet an opportunity to meet on a quarterly basis to provide input and recommendations to Chicago on the tasks listed in Exhibit H, and

ii. If the Advisory Council has ceased providing recommendations to Chicago, Chicago agrees to treat any Joliet recommendation in the same manner, including notices and opportunities to respond, as a recommendation of the Advisory Council is required to be treated in Subsections 24.2.F(ii) and 24.2.F(iii).

24.3. Staff Liaisons. Each Party shall assign certain personnel to act as staff liaisons to the other Party. Chicago shall assign the Commissioner, the Chief Financial Officer and the Deputy Comptroller of Financial Policy or their designees to be staff liaisons with the Commission. The Commission will assign the Executive Director or a designee to be the staff liaison with Chicago. The Parties will identify and appoint any replacement personnel, as needed and as necessary, and will notify the other Party as to such replacement.

24.4. Chicago Support. As a further indication of Chicago's support for the transactions contemplated by this Agreement, and pursuing and obtaining funding for contemplated water improvements required for implementation of this Agreement, Chicago will provide assistance to the Commission where appropriate in connection with efforts related to such transactions from time to time where necessary and useful to support the Commission in its efforts to implement this Agreement.

24.5. Regional Collaboration. Chicago is committed to deepening regional cooperation and collaboration by exploring the future possibility of a more formalized regional water structure on issues relating to water system and water supply operation, maintenance, improvements and rate-setting.

ARTICLE 25. INDEMNIFICATIONS

25.1. Indemnification by Commission. The Commission on behalf of itself and its officials and officers, agents and employees, successors, assigns and anyone claiming by, through or under them, shall indemnify to the extent permitted by law, and keep and save harmless the Chicago Indemnified Parties from and against any Losses which may in any way accrue, and actually suffered or incurred by any such Chicago Indemnified Parties, based upon, arising out of, occasioned by or attributable to (a) any performance by the Commission, or failure by the Commission to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement, (b) any breach by the Commission of the Commission's representations or warranties set forth in this Agreement, (c) the Commission's design and construction of the Chicago New Water Supply Infrastructure, with the exception of the Tunnel Connection, and the Commission New Water Supply Infrastructure, (d) the Commission selling and providing Water to Commission Customers, or (e) the Commission's operation and maintenance of the Commission New Water Supply Infrastructure. This indemnity shall not be the exclusive remedy of Chicago, and Chicago shall maintain whatever other right of indemnity it may have under the Law. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement.

25.2. Indemnification by Chicago. Chicago on behalf of itself and its officials and officers, agents and employees, successors, assigns and anyone claiming by, through or under them, shall indemnify to the extent permitted by law, and keep and save harmless the Commission Indemnified Parties from and against any Losses which may in any way accrue, and actually suffered or incurred by any such Commission Indemnified Parties, based upon, arising out of, occasioned by or attributable to (a) any performance by Chicago, or failure by Chicago to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement, (b) any breach by Chicago of Chicago's representations or warranties set forth in this Agreement, (c) Chicago's design and construction of the Tunnel Connection, or (d) Chicago's operation and maintenance of the Chicago New Water Supply Infrastructure and Southwest Pumping Station. This indemnity shall not be the exclusive remedy of the Commission, and the Commission shall maintain whatever other right of indemnity it may have under the Law. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement.

25.3. Agency for Chicago and Commission Indemnified Parties**.** Chicago and the Commission each agrees that it accepts each indemnity in favor of its respective Chicago Indemnified Parties or Commission Indemnified Parties, as agent and trustee of each applicable Chicago Indemnified Party or Commission Indemnified Party and agrees that each may enforce an indemnity in favor of and on behalf of said Chicago Indemnified Party or Commission Indemnified Party.

25.4. Third-Party Claims**.**

A. Notice of Third-Party Claim**.** If a Chicago Indemnified Party or Commission Indemnified Party receives notice of the commencement or assertion of any Third-Party Claim, the Chicago Indemnified Party or Commission Indemnified Party shall give the Indemnifier reasonably prompt notice thereof. Such notice to the Indemnifier shall describe the Third-Party Claim in reasonable detail (and include a copy of any complaint or related documents) and shall indicate, if reasonably practicable, the estimated amount of the Loss that has been or may be sustained by the Chicago Indemnified Party or Commission Indemnified Party, as applicable.

B. Defense of Third-Party Claim**.** The Indemnifier may participate in or assume the defense of any Third-Party Claim by giving notice to that effect. The Indemnifier's right to do so shall be subject to the rights of any insurer or other Party who has potential liability in respect of that Third-Party Claim. The Indemnifier agrees to pay all of its own expenses of participating in or assuming each defense. The Chicago Indemnified Party or Commission Indemnified Party, as applicable, shall co-operate in good faith in the defense of each Third-Party Claim, even if the defense has been assumed by the Indemnifier and may participate in such defense assisted by counsel of its own choice at its own expense. If the Chicago Indemnified Party or Commission Indemnified Party, as applicable has not received notice that the Indemnifier has elected to assume the defense of such Third-Party Claim, said Chicago Indemnified Party or Commission Indemnified Party may assume such defense, assisted by counsel of its own choosing and the Indemnifier shall be liable for all reasonable costs and expenses paid or incurred in connection with the Third-Party Claim and any Loss suffered or incurred by the Chicago Indemnified Party or the Commission Indemnified Party, as applicable with respect to such Third-Party Claim.

C. Assistance for Third-Party Claims**.** The Indemnifier and the Chicago Indemnified Party or Commission Indemnified Party, as applicable, will use all reasonable efforts to make available to the Defending Party, (i) those employees whose assistance, testimony and presence is necessary to assist the Defending Party in evaluating and in defending any Third-Party Claim, and (ii) all documents, records and other materials in the possession of such Party reasonably required by the Defending Party for its use in defending any Third-Party Claim, and shall otherwise

co-operate with the Defending Party. The Indemnifier shall be responsible for all reasonable expenses associated with making such documents, records and materials available and for all expenses of any employees made available by the Chicago Indemnified Party or Commission Indemnified Party, as applicable, to the Indemnifier under this Agreement, which expense shall not exceed the actual cost to the Chicago Indemnified Party or the Commission Indemnified Party, as applicable, associated with such employees.

D. Settlement of Third-Party Claims. If an Indemnifier elects to assume the defense of any Third-Party Claim in accordance with Article 25, the Indemnifier shall not be liable for any legal expenses subsequently incurred by the Chicago Indemnified Party or Commission Indemnified Party in connection with the defense of such Third-Party Claim. However, if the Indemnifier fails to take reasonable steps necessary to defend diligently such Third-Party Claim after receiving notice from the Chicago Indemnified Party or Commission Indemnified Party that said Chicago Indemnified Party or Commission Indemnified Party believes in good faith on reasonable grounds that the Indemnifier has failed to take such steps, the Indemnified Party may, at its option, elect to assume the defense of and to compromise or settle the Third-Party Claim assisted by counsel of its own choosing and the Indemnifier shall be liable for all reasonable costs and expenses paid or incurred in connection with said Third-Party Claim. The Chicago Indemnified Party or Commission Indemnified Party shall not settle or compromise any Third-Party Claim without obtaining the prior written consent of their respective Indemnifier unless such settlement or compromise is made without any liability to, and does not require any action on the part of, said Indemnifier.

25.5. Failure to Give Timely Notice. A failure to give notice in accordance with this Section 25.5 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, a Party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise directly and materially damaged as a result of such failure. However, this Section 25.5 shall have no effect whatever on Section 29.2 and the rights of the Parties with respect to said Section 29.2.

25.6. No Limitation by Performance Bond or Insurance. Chicago and the Commission each understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Chicago or the Commission, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Chicago Indemnified Party or Commission Indemnified Party, as applicable, as herein provided. In defending the Chicago Indemnified Party or Commission Indemnified Party or their respective representatives, the Indemnifier may utilize any immunities which may be raised on behalf of the defendants provided that the use of such immunities by the Indemnifier shall not result in a judgment against the defendants.

25.7. Indemnification by Commission Customers. The Commission shall cause each water contract with a Commission Wholesale Customer, Subsequent Purchaser or Emergency Purchaser to include provisions that shall indemnify and hold harmless the Chicago Indemnified Parties from any and all Claims and liabilities, including but not limited to Water quality Claims by the subject Commission Wholesale Customer, Subsequent Purchaser or Emergency Purchaser.

25.8. Article 25 to Survive Termination. Article 25 shall survive Termination of this Agreement.

ARTICLE 26. FORCE MAJEURE

26.1. Definition. The term “Force Majeure” as used in this Agreement shall mean the event caused by acts of God, and other events including but not limited to material damage or

destruction by fire or other casualty, acts of terrorism, riots, demonstrations, actions of the state or federal government, pandemics, and other events or conditions beyond the reasonable anticipation or control of the Party affected, which in fact interferes with the ability of such Party to discharge its obligations under this Agreement.

26.2. Notice. The Party affected by Force Majeure shall, upon the occurrence of the Force Majeure event, immediately give notice and full particulars of such Force Majeure event to the other Party.

26.3. Suspension of Party Obligations. The obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability claimed, but for no longer period. Any Party giving such notice shall endeavor to remove or overcome such inability as soon as practicable.

ARTICLE 27. NOTICE

27.1. Notice. For purposes of this Agreement, unless otherwise specified in Section 4.3, Subsection 5.2.A, Section 6.3, Section 6.4, Section 6.5, Section 20.4, Section 20.6, Section 20.7, Section 20.8, Section 20.14, Section 20.17 and Section 20.18, any notice, demand or request required by this Agreement shall be given in writing at the addresses set forth in Attachment A if to Chicago and Attachment B if to the Commission, by any of the following means: (A) personal service; (B) electronic communications, such as email; (C) nationally recognized overnight courier service; or (D) Certified Mail. Notice of an emergency relating to this Agreement, including the delivery of Water to the Commission, shall also be given to the other Party as soon as practicable at the emergency contact listed on Attachment A or Attachment B, as applicable.

27.2. Change of Addressee or Addressee Contact Information for Notice. Each Party to this Agreement has the right to change, add to, remove or replace the addressee or addressee contact information, for future notices and communications to them in matters pertaining to this Agreement or for emergencies or both, by giving notice complying with the requirements of this Section 27.2 and which shall include an updated and executed Attachment A or Attachment B, as applicable as provided in Section 5.3. No notice of a change of address will be effective until actually received.

27.3. When Received. Unless otherwise provided in Section 4.3, Subsection 5.2.A, Section 6.3, Section 6.4, Section 6.5, Section 20.4, Section 20.6, Section 20.7, Section 20.8, Section 20.14, Section 20.17 and Section 20.18, notices shall be deemed received upon the first to occur of (A) the date of actual receipt, (B) the date an email is sent, unless notice of non-delivery is received; (C) the date that is one (1) Business Day after deposit with a nationally recognized overnight courier service as evidenced by a receipt of deposit, or (D) the date that is three (3) days after deposit in the U.S. mail, as Certified Mail, evidenced by a receipt.

ARTICLE 28. CHOICE OF LAW; VENUE

28.1. Choice of Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

28.2. Venue. Any action or proceeding relating in any way to this Agreement may be brought and enforced in the federal or state courts in the State of Illinois in the County of Cook or the County of Will, and each of Chicago and the Commission hereby irrevocably submits to the jurisdiction of such courts with regard to any such action or proceeding, and irrevocably waives, to the fullest extent permitted by applicable Law, any objection it may have now or hereafter to

the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

ARTICLE 29. MISCELLANEOUS PROVISIONS

29.1. No Amendments Causing Adverse Effect. Neither the Commission nor Chicago will amend the provisions of any trust indenture or any other documents or agreements relating to any financing or debt obligation with respect to the Commission Water System or the Chicago Water System, respectively, that will or may cause a material adverse effect on the other Party's rights or obligations under this Agreement.

29.2. Cooperation of the Parties in Proceedings. In connection with any regulatory or judicial inquiry, claim, suit, action or proceeding or other matter by or before any court or any local, state or federal governmental authority or agency including, but not limited to the Internal Revenue Service, the Securities and Exchange Commission, IDNR or IEPA, in connection with this Agreement or the financing of all or any portion of the New Water Supply Infrastructure (collectively, the "Proceeding"), the Parties shall cooperate with each other in connection with said Proceeding. Cooperation shall include, but not be limited to promptly providing all documentation, records and information relating to this Agreement, or the financing of the New Water Supply Infrastructure, and each Party's performance of this Agreement, the delivery of Water to the Commission, and the delivery of Water from the Commission to the Commission Customers. Notwithstanding the foregoing, each Party shall not be restricted from defending itself in relation to any such Proceedings. This Section shall not apply to any Proceeding in which the Parties are making one or more claims against each other.

29.3. Commission Water Rate Methodology. As of the Effective Date the Commission, in its water contracts applies the methodology for water rates for the Commission Customers based on generally applicable water rates that charge water customers on the same basis which in certain cases may vary by category of user and amount of usage in a consistent manner and method.

29.4. Tax-Exempt Status of Debt. Neither Party shall take any action, omit to take any action or permit any other party to take or omit to take any action in connection with its Water System that may cause the interest on any tax-exempt water revenue bonds, financing, or debt obligations (collectively, "Bonds") issued by the other Party to be taxable and included in the gross income of the holders of the Bonds for purposes of federal income taxation**.**

29.5. Entire Agreement of the Parties. The Parties agree that as of the Effective Date, the provisions of this First Amended and Restated Water Supply Agreement shall supersede the provisions of the 2023 WSA. This First Amended and Restated Water Supply Agreement, together with the Easements and the Assignment Agreement, shall constitute the entire agreement of the Parties.

29.6. Survival. The Commission and Chicago agree that the following provisions of this Agreement, shall survive the Termination of this Agreement and remain fully enforceable: Article 6, Article 7, Article 17, Article 20, Article 21, and Article 25.

29.7. No Violation of the Law by the Parties. It is the Parties' intention that nothing in this Agreement shall be deemed to cause either Party to violate any applicable Law.

29.8. No Waiver. No officer, official or agent of Chicago or the Commission has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind Chicago or the Commission by making any promise or representation not contained in this Agreement.

29.9. Severability. If any part of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason, or in conflict with any law, the remainder of this Agreement shall remain valid to the maximum extent possible.

29.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be executed by the Parties and deemed to be an original, and all of which shall constitute one and the same Agreement.

[Signature Pages Follow]

IN WITNESS OF THIS AGREEMENT, the City of Chicago and the Grand Prairie Water Commission have caused this First Amended and Restated Water Supply Agreement to be executed by their respective officials and as of the date and year written on the first page hereof.

CITY OF CHICAGO,
an Illinois home rule municipal corporation

By: _____
Alfonzo Conner
Commissioner
Department of Water Management

[Commission Signature Page Follows]

IN WITNESS OF THIS AGREEMENT, the City of Chicago and the Grand Prairie Water Commission have caused this First Amended and Restated Water Supply Agreement to be executed by their respective officials as of the date and year written on the first page hereof.

GRAND PRAIRIE WATER COMMISSION,
a regional water commission, municipal corporation, and body politic and corporate

By: _____
Clarence C. DeBold
Chair

ATTEST:

By: _____
John D. Noak
Secretary

ATTACHMENT A – NOTICES TO THE CITY OF CHICAGO

Notices to Chicago pertaining to this Agreement shall be given to the following:

If to Chicago:

City of Chicago
Department of Water Management – Commissioner's Office
1000 East Ohio Street
Chicago, Illinois 60611
Attention: Commissioner
Email: randy.conner@cityofchicago.org

With a copy to:

City of Chicago
City Hall
121 North LaSalle Street - 7th Floor
Chicago, Illinois 60602
Attention: Chief Financial Officer
Email: Jill.Jaworski@cityofchicago.org

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street - 6th Floor
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Email: James.McDonald@cityofchicago.org

Notices to Chicago in the case of any emergency related to this Agreement, including the delivery of Water to Joliet:

City of Chicago
Department of Water Management
Central Dispatch
24-Hour Number
(312) 747-3570

Notices to Chicago pertaining to insurance coverage under this Agreement:

City of Chicago Department of Finance - Risk Management Office
2 North LaSalle Street, Suite 1320
Chicago, Illinois 60602
Attention: Risk Manager
Email: InsuranceReview@cityofchicago.org

Acknowledged as complete and accurate as of the date executed below:

CITY OF CHICAGO

By: _____
Name: _____
Date: _____

ATTACHMENT B – NOTICES TO THE GRAND PRAIRIE WATER COMMISSION

Notices to the Commission pertaining to this Agreement shall be given to the following:

If to the Commission:

Grand Prairie Water Commission
2364 Essington Road, #269
Joliet, Illinois 60435
Attention: Chair
Email: cdebold@shorewoodil.gov

With a copy to:

Grand Prairie Water Commission
City of Joliet, Program Manager
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities and Program Director, Grand Prairie Water Commission
Email: publicutilities@joliet.gov

With a copy to:

Melissa Wolf
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, Illinois 60018
Email: melissa@srd-law.com

Notices to the Commission in the case of any emergency related to this Agreement, including the delivery of Water to Commission:

Grand Prairie Water Commission c/o City of Joliet, Program Manager
Department of Public Utilities
24-hour number
(815) 724-4220

Acknowledged as complete and accurate as of the date executed below:

GRAND PRAIRIE WATER COMMISSION

By: _____
Name: _____
Date: _____

INDEX OF EXHIBITS

Exhibit	Description
A	Allocations
B	Bidding and Procurement, Contracting and Construction-Related Engineering Services
C	Design and Planning of Project Elements
D	Review Process, Timeframe and Milestones
E	Key Permits, Bidding, Procurement, Contracting
F	Intergovernmental Agreement
G	Water Storage Volumes
H	Advisory Council Tasks

EXHIBIT A –ALLOCATIONS

	State Water Allocation (MGD)										
	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Commission	See Note #1										
Commission Wholesale Customers											
Channahon	1.163	1.173	1.184	1.194	1.204	1.215	1.227	1.239	1.251	1.264	1.276
Crest Hill	2.072	2.090	2.107	2.124	2.142	2.159	2.183	2.206	2.230	2.253	2.276
Joliet	15.615	15.742	15.869	15.996	16.123	16.250	16.391	16.532	16.673	16.814	16.955
Minooka	1.092	1.107	1.122	1.137	1.153	1.168	1.184	1.200	1.217	1.233	1.249
Romeoville	4.107	4.127	4.147	4.167	4.187	4.207	4.231	4.256	4.281	4.306	4.331
Shorewood	1.565	1.578	1.590	1.603	1.615	1.628	1.643	1.657	1.672	1.686	1.701
Subsequent Purchasers											
Aqua Illinois—Oakview Avenue Water Service Area (Joliet Subsequent Purchaser)	See Note #1										
TOTAL ALLOCATION (MGD)	25.614	25.817	26.019	26.221	26.424	26.627	26.859	27.090	27.324	27.556	27.788
2x Allocation (MGD)	51.228	51.633	52.038	52.442	52.849	53.254	53.717	54.180	54.648	55.113	55.576
*Then Current LSPS Capacity (MGD)***	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27
Contractual Maximum Day Demand (MGD)*	51.228	51.633	52.038	52.442	52.849	53.254	53.717	54.180	54.648	55.113	55.27

*Lesser of 2x Allocation and Then-Current LSPS Capacity.

**Anticipated Capacity. Will be confirmed once permit IEPA permit is obtained.

Note #1: Neither the Commission nor Aqua Illinois has applied for a Lake Michigan Allocation permit as of the Effective Date but would need to obtain a Lake Michigan Allocation permit prior to receiving Water

	State Water Allocation (MGD)										
	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Commission	See Note #1										
Commission Wholesale Customers											
Channahon	1.276	1.292	1.309	1.326	1.342	1.359	1.381	1.402	1.424	1.446	1.467
Crest Hill	2.276	2.305	2.333	2.362	2.391	2.419	2.452	2.485	2.518	2.551	2.584
Joliet	16.955	17.120	17.285	17.450	17.614	17.779	17.944	18.109	18.274	18.439	18.604
Minooka	1.249	1.269	1.289	1.309	1.328	1.348	1.375	1.402	1.429	1.456	1.483
Romeoville	4.331	4.363	4.395	4.428	4.460	4.493	4.533	4.573	4.614	4.654	4.695
Shorewood	1.701	1.716	1.731	1.747	1.762	1.777	1.785	1.793	1.801	1.809	1.817
Subsequent Purchasers											
Aqua Illinois—Oakview Avenue Water Service Area (Joliet Subsequent Purchaser)	See Note #1										
TOTAL ALLOCATION (MGD)	27.788	28.065	28.342	28.622	28.897	29.175	29.470	29.764	30.060	30.355	30.650
2x Allocation (MGD)	55.576	56.130	56.685	57.243	57.794	58.350	58.940	59.528	60.120	60.710	61.300
*Then-Current LSPS Capacity (MGD)***	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27
Contractual Maximum Day Demand (MGD)*	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27	55.27

*Lesser of 2x Allocation and Then-Current LSPS Capacity

**Anticipated Capacity. Will be confirmed once permit IEPA permit is obtained

Note #1: Neither the Commission nor Aqua Illinois has applied for a Lake Michigan Allocation permit as of the Effective Date but would need to obtain a Lake Michigan Allocation permit prior to receiving Water

EXHIBIT B – BIDDING AND PROCUREMENT, CONTRACTING, AND CONSTRUCTION-RELATED ENGINEERING SERVICES

Project Element	Bidding and Contracting Entity	Applicable Contracting and Procurement Requirements	Construction-Related Engineering Services
Tunnel Connection	Chicago	Chicago	Resident Engineer: Chicago Construction Administrator: Chicago Observer: Commission
Tunnel Extension	Commission	Chicago/Commission	Resident Engineer: Commission Construction Administrator: Commission Observer: Chicago
Low Service Pump Station (including Chicago Service Valve)	Commission	Chicago/Commission	Resident Engineer: Commission Construction Administrator: Commission Observer: Chicago
Suction Well	Commission	Chicago/Commission	Resident Engineer: Commission Construction Administrator: Commission Observer: Chicago
High Service Pump Station (including Meter Vault)	Commission	Chicago/Commission	Resident Engineer: Commission Construction Administrator: Commission Observer: Chicago
Transmission Main - Chicago	Commission	Commission	Resident Engineer: Commission Construction Administrator: Commission Observer: Chicago

Construction-Related Engineering Services During Construction

The Project On-Site Representatives and the Construction Administrator will be responsible for performing engineering services during construction of the Project Elements, including the items listed below, based on their assigned role for Construction-Related Engineering Services in the table above.

1. The Resident Engineer will be on site full-time and will be responsible for:

    - Documenting the work (daily/weekly reports) – weather, labor on site, equipment on site, deliveries, work installed, unknown conditions encountered, field changes, testing and as-built conditions.
    - Inspecting the work installed.
    - Checking materials delivered to the site against the shop drawings.
    - Determining quantities for payment.
    - Issuing field orders (changes with no additional time or cost).
    - Coordinating inspections with other Parties.

2. The Construction Administrator will be responsible for:

    - Reviewing shop drawings.
    - Reviewing pay requests.
    - Responding to questions (RFIs) from the Contractor.
    - Initiating and responding to change orders (changes with additional time or cost).
    - Preparing as-built drawings.

3. The Observer will be onsite full-time observing the work and coordinating the work with the existing operations at the Southwest Pumping Station Site and the Durkin Site. In addition,

    i. the Observer will be responsible for obtaining and communicating input from its Party on:

    - Shop drawings.
    - Pay requests.
    - RFIs from the Contractor.
    - Change orders as requested by the Party holding the Construction Contract; and

    ii. the Observer shall observe, as set forth in Section 8.10.B(ii) of the Agreement, the construction of the Project Elements, attend construction meetings, notify the Resident Engineer and the Commissioner if the Observer is for Chicago or the Executive Director if the Observer is for the Commission, about items of work with respect to the Project Elements the Observer believes does not conform with the Construction Contract, perform periodic inspections of a Project Element, and perform additional functions as described in this Exhibit B.

4. Notwithstanding the foregoing or anything in Section 8.10.B(ii) of the Agreement, the role of the Observer in connection with the Transmission Main-Chicago, shall be for the limited purpose of serving as the point of contact with Chicago during construction of the Transmission Main-Chicago to ensure that operations at the Southwest Pumping Station are not adversely affected during installation of the Transmission Main-Chicago in the rights-of-way of Kedvale Avenue from 85th Street to 87th Street and in 87th Street from Kedvale Avenue to the west to the Chicago city limits.

EXHIBIT C – DESIGN AND PLANNING OF PROJECT ELEMENTS

1. As used in Article 8 and this Exhibit C, the following phrases will have the following meanings:

"Design Preferences" means that the final design will incorporate preferred equipment and manufacturers of the Party that will own the Project Element, where such preferences are permitted by Applicable Law For Project Elements to be designed by the Commission but owned by Chicago, where a preference of equipment or manufacturer has not been provided by Chicago, the Commission will provide manufacturers of proposed equipment for Chicago's review. Except as otherwise mutually agreed by the Parties, at least three manufacturers will be included in the bidding documents.

A. "Lead Party" means the Party designated in this Agreement as the Party responsible for entering into the contract for design, construction, or Construction-Related Engineering Services, as applicable, of a Project Element and coordinating with the other Party in connection with that Project Element.

B. "Collaborating Party" means the Party designated in this Agreement as the Party responsible for collaborating with and providing input to the Lead Party.

C. "Site Coordination" during the design phase means the Commission working with Chicago to identify existing DWM site operations and infrastructure as well as new DWM site operations pertaining to the Project Elements and combining existing and new operations and infrastructure to develop reasonable site use and site access in the design documents for the Project Elements.

2. The requirements in the following table shall apply to the respective Project Element:

Project Element	Design Preferences	Planning/Design
Tunnel Connection	Chicago	Lead Party: Chicago Collaborating Party: Commission
Tunnel Extension	Chicago	Lead Party: Commission Collaborating Party: Chicago
Low Service Pump Station (including Chicago Service Valve)	Chicago	Lead Party: Commission Collaborating Party: Chicago
Suction Well	Commission	Lead Party: Commission Review for Site Coordination: Chicago
High Service Pump Station (including Meter Vault)	Commission	Lead Party: Commission Review for Site Coordination: Chicago
Transmission Main-Chicago	Commission	Lead Party: Commission

EXHIBIT D – REVIEW PROCESS, TIMEFRAMES AND MILESTONES

The review process, timeframes for completion of activities and key milestones are described below for the design of the Project Elements listed below:

1. Milestone Engineering Design Submittals for the Tunnel Connection. Time periods for review are included in the review process below. Only if unforeseen circumstances arise, or if either Party requires additional information and therefore requires additional time, the Parties will confer and agree on a reasonable additional timeframe beyond number of Business Days stated below.

A. The Parties agree that, prior to the Effective Date, design submittals for the Tunnel Connection were submitted by Chicago to Joliet for review at each of these specified levels: 10%, 30%, 60%, 90%, 100% pre-final. Comments have been provided by and resolved between the Parties at each of these levels and Chicago is preparing a revised 100% design submittal for final review. ***[Note: If the 100% final plans are approved before the "closing" the Parties agree this subsection will be replaced with the following: "***The Parties acknowledge and agree that design submittals for the Tunnel Connection were submitted by Chicago to Joliet for review at each of the specified levels: 30%, 60%, 90%, and 100%. Comments have been provided by and resolved between Parties at each of these levels and all design submittals have been approved."***]***

B. Chicago will submit complete design documents to the Commission for the applicable level of review.

C. The Commission will have twenty (20) Business Days from the date of receipt of the design documents to review the design documents and provide written comments related to the configuration, location, elevation, or other features of the Tunnel Connection that have the potential to impact the design, construction, or operation of the Tunnel Extension or Low Service Pump Station, utilizing a comment review form developed mutually by the Parties. This review shall not relieve Chicago's design consultants of any responsibility for the accuracy and completeness of the Tunnel Connection design. The Commission and Chicago will meet during the review period prior to the Commission providing written comments to discuss any initial comments and questions. If no comments are received within twenty (20) Business Days after the Commission's receipt of the design documents, Chicago will notify the Commission that comments were due and must be provided within five (5) Business Days. If no comments are received after five (5) Business Days from the time that notice was given, Chicago will proceed to the next level of design.

D. Chicago will review comments within fifteen (15) Business Days after receipt of comments from the Commission. After the fifteenth (15^{th}) day, the Commission and Chicago will meet and confer on resolution of comments within five (5) additional Business Days. The Commissioner and the Executive Director shall be in attendance at this meeting to authorize resolution of comments.

E. Chicago will document resolution of comments utilizing the comment review form and provide to the Commission within five (5) Business Days after the comment resolution meeting.

F. The Executive Director shall sign the comment review form approving comment resolution within ten (10) Business Days after receipt of documented comment resolution from Chicago. If the signed comment review form is not received within ten (10) Business Days after the Commission's receipt of the documented comment resolution form, Chicago will notify the Commission that approval was due and must be provided within five (5) Business Days. If the signed comment review form is not received after five (5) Business Days from the time that notice was given, the documented comment resolution form will be deemed approved as submitted and Chicago will proceed to the next level of design.

G. Chicago will incorporate comments, as agreed to by the Parties pursuant to the process described above, into design for next level.

2. Ten Percent Engineering Design Submittal Completed. The Parties agree that Joliet's Basis of Design Report for the Alternative Water Source Program, December 2020, was completed. In June, 2021, Joliet submitted relevant excerpts thereof to Chicago to serve as the 10% design submittal for the Tunnel Extension, Low Service Pump Station, Chicago Service Valve, Meter Vault, Suction Well and High Service Pump Station at the Southwest Pumping Station Site and Durkin Site. Chicago approved this submittal as the 10% design on September 3, 2021.

3. Milestone Engineering Design Submittals for the Tunnel Extension, Low Service Pump Station and Chicago Service Valve. Time periods for review are included in the review process below. Only if unforeseen circumstances arise, or if either Party requires additional information and therefore requires additional time, the Parties will confer and agree on a reasonable additional timeframe beyond number of Business Days stated below.

A. Chicago and the Commission agree that, prior to the Effective Date, design submittals for the Tunnel Extension were submitted to Chicago by Joliet for review at each of these specified levels: 30%, 60%, 90%, 100%. Chicago and Joliet agree that the Tunnel Extension 100% design submittal has been approved by Chicago and the Commission has adopted that design.

B. Chicago and the Commission agree that, prior to the Effective Date, design submittals for each of the Low Service Pump Station and Chicago Service Valve were submitted to Chicago by Joliet for review at each of these specified levels: 30%, 60%, and 90%. Chicago and the Commission agree that the Low Service Pump Station and Chicago Service Valve: 90% design submittals have been submitted by Joliet, reviewed by Chicago and Joliet has submitted proposed resolutions to Chicago's comments, and forma sign-off by Chicago is pending and (ii) 100% design submittals have been submitted by Joliet and are under review by Chicago. Chicago has approved, and the Commission has adopted, the design in the 30% and 60% design submittals***. [Note: If the 90% plans are approved before the "closing" the Parties agree they will delete the clause about the review and commenting on the 90% plans and change the next sentence to read as follows:*** Chicago has approved, and the Commission has adopted, the design in the 30%, 60% and 90% design submittals.***]***

C. The Commission will submit complete design documents to Chicago for the remaining applicable level of review that has not yet been completed for each of the Low Service Pump Station and Chicago Service Valve.

D. Chicago will have thirty (30) Business Days from the date of receipt of the design documents to review the design documents and provide written comments utilizing

a comment review form developed mutually by the Parties. This review shall not relieve the Commission's design consultants of any responsibility for the accuracy and completeness of the design of these Project Elements. The Commission and Chicago will meet during this review period prior to Chicago providing written comments to discuss any initial comments and questions. If no comments are received within thirty (30) Business Days after Chicago's receipt of the design documents, the Commission will notify Chicago that comments were due and must be provided within five (5) Business Days.

E. The Commission will review comments within five (5) Business Days after receipt of comments from Chicago. After the fifth (5^{th}) day, the Commission and Chicago will meet and confer on resolution of comments within five (5) additional Business Days. The Commissioner and the Executive Director shall be in attendance at this meeting to approve resolution of comments.

F. The Commission will document resolution of comments utilizing the comment review form and provide to Chicago within five (5) Business Days after the comment resolution meeting.

G. The Commissioner shall sign the comment review form approving comment resolution within ten (10) Business Days after receipt of documented comment resolution from the Commission. If the signed comment review form is not received within ten (10) Business Days after Chicago's receipt of the documented comment resolution form, the Commission will notify Chicago that approval was due and must be provided within five (5) Business Days.

H. The Commission will incorporate comments, as agreed to by the Parties pursuant to the process described above, into design for the next level.

I. The Parties may agree during the comment resolution meeting held pursuant to Subsection 3.E of this Exhibit D. that specific comments may require additional information and discussion to resolve and, therefore, will be addressed separately. The Parties will agree on a process for resolution of these comments during the comment resolution meeting. Formal resolution of these comments will require written approval by the Commissioner and the Executive Director.

4. Milestone Engineering Design Submittals for the Meter Vault, Suction Well and High Service Pump Station. Time periods for review are included in the review process below. Only if unforeseen circumstances arise, or if either Party requires additional information and therefore requires additional time, the Parties will confer and agree on a reasonable additional timeframe beyond number of Business Days stated below.

A. Chicago and the Commission agree that, prior to the Effective Date, design documents for each of the Meter Vault, Suction Well and High Service Pump Station were submitted to Chicago for review at each of these specified levels: 30%, 60%, and 90%. These design documents contained information only about the general site layout, site use, air gaps and meter layout for each of the Meter Vault, Suction Well and High Service Pump Station, and did not include information about construction within the High Service Pump Station. Chicago and the Commission agree that Meter Vault, Suction Well and High Service Pump Station: (i) 90% design submittals (which were limited as described above) have been submitted by Joliet and are currently under review by Chicago, and (ii) 100% design submittals (which were limited as described above) have been submitted by Joliet and are under review by Chicago. Chicago has approved, and the Commission has adopted, the design in the 30% and 60% design submittals (which were limited as

described above)***. [Note: If the 90% design submittals are approved prior to the "closing" the Parties agree they will delete the sentence about review of the 90% design submittals and replace the immediately preceding sentence with the following:*** Chicago has approved, and the Commission has adopted, the design in the 30%, 60% and 90% design submittals (which were limited as described above)***.]***

B. Chicago will have twenty (20) Business Days from the date of receipt of the design documents to review the design documents and provide written comments regarding site layout, site use, air gaps and meter layout utilizing a comment review form developed mutually by the Parties. This review shall not relieve the Commission's design consultants of any responsibility for the accuracy and completeness of the design of these Project Elements. The Commission and Chicago will meet during the review period prior to Chicago providing written comments to discuss any initial comments and questions. If no comments are received within twenty (20) Business Days after Chicago's receipt of the design documents, the Commission will notify Chicago that comments were due and must be provided within five (5) Business Days. If no comments are received after five (5) Business Days from the time that notice was given, the Commission will proceed to the next level of design.

C. The Commission will review comments within five (5) Business Days after receipt of comments from Chicago. After the fifth (5^{th}) day, the Commission and Chicago will meet and confer on resolution of comments within five (5) additional Business Days. The Commissioner and the Executive Director shall be in attendance at this meeting to authorize resolution of comments.

D. The Commission will document resolution of comments utilizing the comment review form and provide to Chicago within five (5) Business Days after the comment resolution meeting.

E. The Commissioner shall sign the comment review form approving comment resolution within ten (10) Business Days after receipt of documented comment resolution from the Commission. If the signed comment review form is not received within ten (10) Business Days after Chicago's receipt of the documented comment resolution form, the Commission will notify Chicago that approval was due and must be provided within five (5) Business Days. If the signed comment review form is not received after five (5) Business Days from the time that notice was given, the documented comment resolution form will be deemed approved and the Commission will proceed to the next level of design.

F. The Commission will incorporate comments, as agreed to by the Parties pursuant to the process described above, into design for next level.

5. Design Review Milestone Dates. Design review milestone dates shall be consistent with the process described above required for the Project Elements being designed by each Party. Chicago and the Commission agree that the Business Day milestones for review (such as twenty (20) Business Days or ten (10) Business Days) are critical in order for Chicago to provide Water to the Commission by the Targeted Water Delivery Date. With each submittal by a Party to the other Party of complete design documents to initiate the applicable level of design review for a Project Element, the designing Party shall include a schedule of applicable dates for the design review milestones in the review process for such documents based on the requirements of Section 1, Section 3 or Section 4 of this Exhibit D, as applicable. If the Commission provides more than one submittal to Chicago for design review, resulting in overlapping design review milestone dates for action by Chicago, the Parties will confer to address such an overlap and determine the timeframe for review. The Parties mutually agree to adjust

dates for reviews and approvals as necessary to accommodate holidays and other extenuating circumstances.

EXHIBIT E – KEY PERMITS, BIDDING, PROCUREMENT CONTRACTING

KEY PERMITS*

Project Element	Party Role in IEPA Permitting	Party Role in Chicago Permitting (Building, ROW and other necessary Permits)
Tunnel Connection	For IEPA Construction Permit, Chicago's design engineer signs off; Chicago prepares and signs off as Applicant to Construct and as Owner	Chicago and its design engineer and Contractor apply for Permits; Chicago signs off as Owner; Chicago issues Permits
Tunnel Extension	For IEPA Construction Permit, Commission's design engineer signs off; Commission prepares and signs off as Applicant to Construct; Chicago signs off as Owner**	Commission and its design engineer and Contractor apply for Permits; Chicago signs off as Owner; Chicago issues Permits
Low Service Pump Station (including Chicago Service Valve)	For IEPA Construction Permit, Commission's design engineer signs off; Commission prepares and signs off as Applicant to Construct; Chicago signs off as Owner**	Commission and its design engineer and Contractor apply for Permits; Chicago signs off as Owner; Chicago issues Permits
Suction Well	For IEPA Construction Permit, Commission's design engineer signs off; Commission prepares and signs off as Applicant to Construct and as Owner	Commission and its design engineer and Contractor apply for Permits; Commission signs off as Owner; Chicago issues Permits
High Service Pump Station (including Meter Vault)	For IEPA Construction Permit, Commission's design engineer signs off; Commission prepares and signs off as Applicant to Construct and as Owner	Commission and its design engineer and Contractor apply for Permits; Commission signs off as Owner; Chicago issues Permits
Transmission Main – Chicago	For IEPA Construction Permit, Commission's design engineer signs off; Commission prepares and signs off as Applicant to Construct and as Owner	Commission and its design engineer and Contractor apply for Permits; Commission signs off as Owner; Chicago issues Permits

*This Exhibit E only identifies key permits with IEPA and Chicago and is not meant to be exhaustive. For all other permits, the Parties shall meet and confer regarding their respective roles in connection with any other permits required.

**These references are to Chicago as the intended ultimate Owner of these three Project Elements. However, the Commission will be the owner during construction. Ownership of these Project Elements will be transferred to Chicago pursuant to Section 8.14.

Chicago will sign as Owner for IEPA Operating Permits for the Tunnel Connection, the Tunnel Extension, and the Low Service Pump Station following completion of satisfactory bacteriological testing. The Commission will sign as Owner for IEPA Operating Permits for the Suction Well, the High Service Pump Station and the Transmission Main-Chicago.

EXHIBIT F – INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into on or as of the 30th day of July, 2021, by and between the Chicago Park District, an Illinois body politic and corporate (the "Park District"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City"), acting by and through its Department of Water Management ("DWM").

RECITALS

WHEREAS, the City has entered into that certain "Preliminary Agreement with Respect to an Anticipated Water Supply Agreement between the City of Chicago and the City of Joliet" dated March 17, 2021 (the "Preliminary Agreement"), pursuant to which the City has agreed to provide to the City of Joliet ("Joliet," which also includes, as applicable, any regional water commission or similar body which may succeed Joliet with respect to the Preliminary Agreement and water supply) the necessary easements, access rights and other necessary property interests on land the City owns, and on land the City will acquire from the Park District, to enable Joliet to construct the Project Elements (as described in the Preliminary Agreement) and coordinate discussions and negotiations with the Park District to obtain and enter into the agreements necessary for implementation of the Water Supply Agreement (as defined in the Preliminary Agreement); and

WHEREAS, the City desires to acquire an approximately 87,500 square foot portion of the Park District's Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652 as described and depicted on Exhibit A attached hereto (the "Existing Parkland") for use in support of the City's water system, specifically for the construction and operation of subsurface and surface facilities as part of the Project Elements necessary for the supply of water to Joliet (the "Project," as generally depicted on Exhibit B attached hereto); and

WHEREAS, the Park District wishes to convey the Existing Parkland to the City for the aforesaid purpose; and

WHEREAS, subject to the approval of the City Council of the City (the "City Council"), the City shall grant to Joliet a permanent easement under, in, and upon the Existing Parkland to facilitate the Project (the "Permanent Easement") and consistent with the Preliminary Agreement, pursuant to an easement agreement to be entered into between the City and Joliet (the "Permanent Easement Agreement"); and

WHEREAS, as part of the Project, the City will require Joliet to restore, at its sole cost and expense, the surface of the Existing Parkland and construct a new athletic field and support facilities thereon (currently anticipated to be a junior-sized soccer field with accompanying necessary improvements), based on a combination of consideration of community input and the Park District's specifications, and with additional details regarding the replacement improvements to be negotiated among the City, the Park District and Joliet and included in the Lease (defined below), the Permanent Easement Agreement and/or the Water Supply Agreement; and

WHEREAS, subject to the approval of the City Council, the City shall lease the Existing Parkland to the Park District pursuant to a lease or leases to be entered into between the City and the Park District (collectively, the "Lease"), with the Lease term having two parts: (1) commencing on the Closing Date and ending or pausing upon commencement of construction of the Project by Joliet and having a break in Park District use and occupancy of the Existing Parkland during the construction period; and (2) re-commencing when the Project is completed

on the Existing Parkland and Durkin Park by Joliet; in addition, the Lease shall not allow any activities that would interfere with the Suction Well (as defined in the Preliminary Agreement) on the Existing Parkland, the provision of water by the City to Joliet, and Joliet's provision of water to the Joliet Customers (as defined in the Preliminary Agreement); and

WHEREAS, the Park District's rights under the Lease shall be subject to Joliet's rights under the Permanent Easement Agreement (such that Joliet shall be a third party beneficiary of the Lease), and Joliet's rights under the Permanent Easement Agreement shall be subject to the Park District's rights under the Lease (such that the Park District shall be a third party beneficiary of the Permanent Easement Agreement); and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, similarly authorizes public agencies, including units of local government and school districts, to contract with one another to perform any governmental service, activity or undertaking; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (the "Act"), authorizes and provides for municipalities (as defined in the Act) to convey, grant or transfer real estate held by the municipality to any other municipality upon the agreement of the corporate authorities governing the respective parties; and

WHEREAS, by ordinance adopted by the City Council on July 21, 2021, the City authorized the execution of this Agreement by the commissioner of the Department of Water Management ("Commissioner"), or any Commissioner designee, and the City's performance of its obligations hereunder; and

WHEREAS, by resolution adopted on July 16, 2021, the Board of Commissioners of the Park District authorized the execution of this Agreement by the Park District's General Superintendent, the Park District's performance of its obligations hereunder and the conveyance of the Existing Parkland by quitclaim deed;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for the purpose of intergovernmental cooperation, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated in and made a part of this Agreement by this reference.

2. Transfer of Existing Parkland to the City; Reversion. The Park District agrees to convey by quitclaim deed ("Deed"), and the City agrees to accept, all of the Park District's right, title and interest in the Existing Parkland on the Closing Date as defined in Section 4 hereof and subject to the terms of this Agreement. The City agrees to accept the Existing Parkland in its "as is" condition and subject to a reversionary clause, providing that the Existing Parkland is subject to reversion to the Park District in the event that Joliet elects, pursuant to Section 4.4 of the Preliminary Agreement or the Water Supply Agreement (as defined in the Preliminary Agreement), not to construct a portion of the Project on the Existing Parkland or to otherwise use the Existing Parkland for water supply purposes; and such reversion to the Park District will be in the Existing Parkland's then-existing "as is" condition (unless required otherwise

in the Permanent Easement Agreement, specifically but not by way of limitation to restore any pre-existing athletic uses) and subject, however, to Joliet's environmental remediation and indemnification obligations, if any, under the Permanent Easement Agreement. If the Preliminary Agreement or Water Supply Agreement (as defined in the Preliminary Agreement) is terminated prior to the date on which the Park District commences the use and enjoyment of the Existing Parkland under the Lease after construction of the Project and related restoration, then the City may terminate this Agreement and the Park District shall purchase the Existing Parkland back from the City for one dollar.

3. No Obligation to Provide Title and Survey; No Warranties; Obligation to Provide Joliet Access and Temporary Easements.

(a) No Title and Survey. The Park District shall have no obligation to provide a survey of the Existing Parkland, or title insurance. The City acknowledges and agrees that it is not relying on any express or implied warranties, promises, guarantees, or representations made by the Park District or anyone acting or claiming to act on behalf of the Park District in acquiring the Existing Parkland.

(b) No Warranties. The City hereby expressly disclaims any express or implied warranties or covenants as to the value, character, quality, quantity or condition of the Existing Parkland or any improvements thereon.

(c) Joliet Access. Notwithstanding the foregoing, the Park District agrees to cooperate with the City and Joliet in providing other available documentation and information with respect to the Existing Parkland and Durkin Park and, subject to submission to the Park District by Joliet of the Park District's customary submission requirements for such approval processes, providing all necessary temporary rights of entry and other access to Joliet as Joliet requires in order to do the necessary inspections, examinations and testing, including without limitation environmental and geotechnical assessments, of the Existing Parkland and Durkin Park in connection with determining whether the Existing Parkland and Durkin Park are an appropriate location for the Project.

(d) Joliet Temporary Easements. The Park District agrees to cooperate with the City in providing temporary easements for construction to Joliet for the purpose of Joliet's construction of the Project as well as restoration, which areas include, without limitation, the following, which are referred to collectively as the "Temporary Easements": (1) the parcel west of the Existing Parkland, which is labeled on Exhibit B as "1.0 Acre Construction Easement" ("Primary Construction Easement"), and (2) any areas adjacent to and north of the Existing Parkland and Primary Construction Easement required to transition the grade from those areas to the grade level of the remainder of Durkin Park.

4. Closing Date. The closing date for transfer of title to the Existing Parkland ("Closing Date") will occur on a date mutually acceptable to the parties hereto, and on a date that will not impair or impede progress on the Project, and in no event later than December 31, 2022. The Permanent Easement Agreement, the agreement(s) for Temporary Easements and the Lease shall be approved and executed concurrently with the Closing Date.

5. Delivery of Possession. Possession of the Existing Parkland shall be delivered on the Closing Date.

6. Park District's Continuing Right to Use Prior to Closing Date. From the date hereof through the Closing Date, subject to the terms and conditions of this Agreement, the Park District shall have the right to continue to use the Existing Parkland for its existing purposes, which purposes shall in no way increase the difficulty of or burden on Joliet's Project. The City shall provide the Park District with at least fourteen (14) days' notice of any scheduled plan for Joliet to use the Existing Parkland prior to the Closing Date, in order to minimize disruption to any previously scheduled community activities on the Existing Parkland. The Park District shall not enter into any agreements for the sale, development, improvement or use of the Existing Parkland or Durkin Park without the prior written consent of the City, which shall be in the City's sole discretion and consistent with the Preliminary Agreement. The foregoing prohibition shall exclude only improvement and use agreements entered into by the Park District in the ordinary course of business and necessary to the continued use and operation of the Existing Parkland for its existing purposes but which shall in no way increase the difficulty of or burden on Joliet's Project. Prior to the Closing Date, the Park District shall maintain the Existing Parkland in good condition and repair, in a manner consistent with all other similarly situated Park District properties.

7. Land Approvals. The Park District shall have no obligation to obtain any zoning or other land use approvals that may be required for the Project; provided, however, the Park District agrees to cooperate with the City and Joliet to the extent necessary to obtain such approvals.

8. Environmental Condition.

(a) The City acknowledges and agrees that the Park District has made no representations concerning the presence or absence of Hazardous Substances (as defined below) on the Existing Parkland or any property adjacent thereto and that the Park District has made no representations concerning the existence or non-existence of any violation, past or present, of Environmental Laws (as defined below) affecting the Existing Parkland. The City hereby waives any and all claims, actions, causes of action, suits or demands of any nature against the Park District which it may have now or in the future for damages, payments, costs, or expenses (including, without limitation, claims of contribution or indemnity and any expenses of investigation of the condition of the Existing Parkland, regardless of the results of such investigation) suffered by the City as a result of the presence or possible presence of any Hazardous Substances on or near the Existing Parkland or the violation, at any time in the past, present, or future, of any Environmental Laws affecting the Existing Parkland. This waiver shall survive the Closing Date.

(b) As used in this Agreement, the following terms shall have the following meanings:

"Environmental Laws" means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. §

7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Hazardous Substances" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

9. Permanent and Temporary Easements and Other Park Properties; Payments.

(a) Restoration on Permanent Easement. After completion of construction of the Project on the Existing Parkland, the City will require Joliet to restore the Existing Parkland and construct the athletic field and facilities as are generally described in the Fifth Whereas Clause of this Agreement.

(b) Replacement Facilities on Other Park Properties. The City acknowledges that the Park District's use of the southern portion of Durkin Park (including both the Existing Parkland and the adjacent portion of Durkin Park that will be required for the Primary Construction Easement as shown on Exhibit B) will be disrupted during the construction of the Project on Durkin Park. The City and Joliet will negotiate an agreement pursuant to which Joliet will, on the Closing Date, pay an amount, subject to negotiation, which the Park District will use to construct improvements at other Park District locations in the area (which may include other portions of Durkin Park not subject to the Permanent Easement or Temporary Easements) to accommodate increased demand due to the unavailability of the Existing Parkland and the Temporary Easements. The funds for said improvements: (i) shall be provided so long as the City grants the Permanent Easement to Joliet and the Park District grants the Temporary Easements required for the Project to Joliet, and (ii) shall be in the amount negotiated between the City and the Park District. Additional details regarding the replacement improvements will be negotiated among the City, the Park District and Joliet and included in the Lease, the Permanent Easement Agreement, agreement(s) for Temporary Easements and/or the Water Supply Agreement.

(c) Permanent Easement. . The City shall grant to the Park District some or all of any compensation received from Joliet for the use of the Permanent Easement.

10. Warranties and Representations. In connection with the execution of this Agreement, the City and Park District each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the

terms and conditions stated herein.

11. Non-liability of Public Officials. No official, employee or agent of the City or the Park District shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of the City's or Park District's execution or any breach hereof.

12. Entire Agreement. This Agreement, and the exhibits attached hereto and incorporated herein, shall constitute the entire Agreement between the parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any party to enter into this Agreement or on which reliance is placed by any party, except as specifically set forth in this Agreement.

13. No Third Party Beneficiary. This Agreement is for the sole and exclusive benefit of the City, the Park District and their respective successors and assigns.

14. Counterparts. This Agreement is comprised of two or more identical counterparts, each of which may be fully executed by the parties and, executed, will be deemed an original having identical legal effect.

15. Governing Law. This Agreement shall be governed by and construed in accordance with Illinois law, without regard to its conflicts of law principles.

16. Authority. The conveyance and acceptance of the Existing Parkland is authorized under the Local Government Property Transfer Act.

17. Amendments. No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by authorized officers of the City and Park District or their respective successors and/or assigns.

18. Severability. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentence clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

19. Interpretation. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in

accordance with the terms and conditions of this Agreement.

20. Cooperation. The City and Park District agree at all times to cooperate fully with one another in the implementation of this Agreement.

21. Assignment. Neither the City nor the Park District shall assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

22. Force Majeure. Neither the City nor Park District shall be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including but not limited to, events of force majeure.

23. Time of Essence. Time is of the essence in this Agreement.

24. Waiver. The failure by either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation on that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

25. Notices. All notices and communications concerning this Agreement shall be sent as follows:

If to the Park District:	Chicago Park District 541 North Fairbanks Chicago, Illinois 60611 Attn: General Superintendent
With a copy to:	Chicago Park District Office of the General Counsel 541 North Fairbanks Chicago, Illinois 60611 Attn: General Counsel
If to the City:	City of Chicago Department of Water Management 1000 East Ohio Street Chicago, Illinois 60611 Attn: Commissioner
With a copy to:	City of Chicago Department of Law Real Estate and Land Use Division 121 N. LaSalle Street, Room 600 Chicago, Illinois 60602 Attn: Deputy Corporation Counsel

Unless otherwise specified, any notice, demand, communication or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if given by

personal service, upon delivery, (b) if sent by overnight courier, effective on the business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three (3) business days after mailing. The notice address for a party may be changed by giving notice in the manner provided in this section.

26. Termination. This Agreement shall commence as of the date of execution and, except as expressly provided herein, shall terminate on the Closing Date, upon which any contractual responsibilities to the other party shall terminate (except for those which expressly survive termination).

(*Signature Page Follows*)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By: Andrea R.H. Cheng
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

By: _____
Michael P. Kelly
General Superintendent and CEO

ATTEST:

By: _____
Kantrice Ogletree
Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By:_____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

By:_____
Michael P. Kelly
General Superintendent and CEO

ATTEST:

By: Sarah Gelder (Jul 29, 2021 16:07 CDT)
Sarah Gelder
Secretary

AGREEMENT EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF EXISTING PARKLAND

THE EXISTING PARKLAND CONSISTS OF APPROXIMATELY 2-ACRES IN THE SOUTHEAST CORNER OF DURKIN PARK (MEASURING APPROXIMATELY 250 FEET NORTH-SOUTH BY 350 FEET EAST-WEST), WHICH PARK IS DESCRIBED AS PARCELS 1 AND 2 IN THE ATTACHED.

Greater Illinois Title Company

A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A (continued)

File Number: **41057971**

EXHIBIT "A"

PARCEL 1: LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 TOGETHER WITH THE WEST 1/2 OF VACATED TRIPP AVENUE LYING ADJACENT TO SAID LOTS 1, 2, 3, 4 AND 5, AND TOGETHER WITH THE EAST 1/2 OF VACATED KILDARE AVENUE LYING ADJACENT TO SAID LOTS 6, 7 AND 8, ALL IN BLOCK 37 INCLUDING THE VACATED ALLEY RUNNING NORTH AND SOUTH IN SAID BLOCK 37, IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE EAST 189 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS.

PARCEL 2: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 TOGETHER WITH THE EAST 1/2 OF VACATED TRIPP AVENUE LYING ADJACENT TO SAID LOTS 1, 2, 3, 4 AND 5, AND TOGETHER WITH THE WEST 1/2 OF VACATED KEELER AVENUE LYING ADJACENT TO SAID LOTS 6, 7, 8, 9 AND 10, ALL IN BLOCK 38 INCLUDING THE VACATED ALLEY RUNNING NORTH AND SOUTH IN SAID BLOCK 38, IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE EAST 189 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS.

PARCEL 3: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 TOGETHER WITH THE EAST 1/2 OF VACATED KEELER AVENUE LYING ADJACENT TO SAID LOTS 6, 7, 8, 9 AND 10, ALL IN BLOCK 39 INCLUDING THE VACATED ALLEY RUNNING NORTH AND SOUTH IN SAID BLOCK 39, IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE EAST 189 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS.

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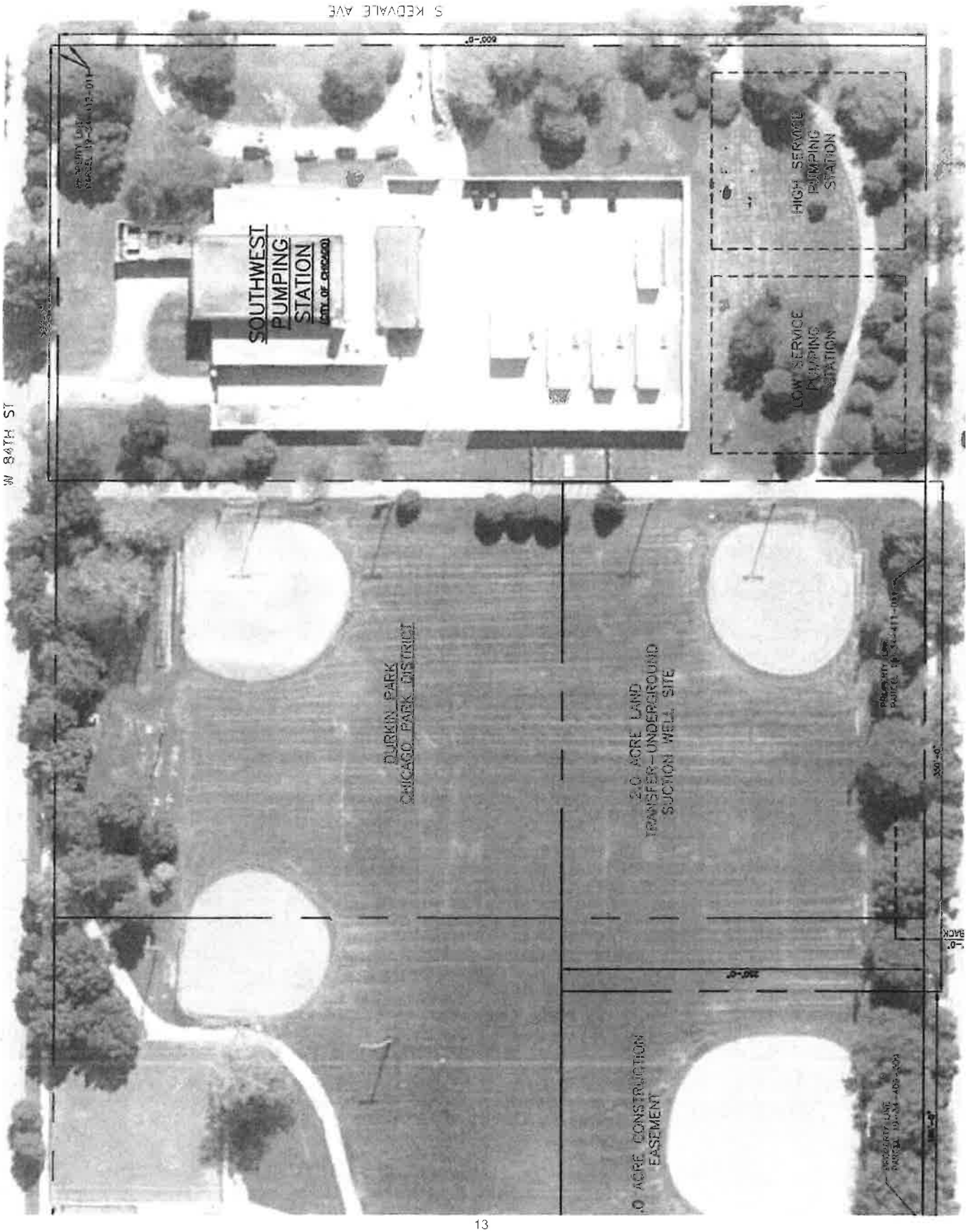
AGREEMENT EXHIBIT B

DEPICTION OF THE PROJECT


S KEDVALE AVE
W 84TH ST
SOUTHWEST PUMPING STATION
CITY OF CHICAGO
HIGH SERVICE PUMPING STATION
LOW SERVICE PUMPING STATION
DURKIN PARK
CHICAGO PARK DISTRICT
2.0 ACRE LAND
TRANSFER-UNDERGROUND
SUCTION WELL SITE
0 ACRE CONSTRUCTION
EASEMENT

FIRST AMENDMENT TO

INTERGOVERNMENTAL AGREEMENT

This First Amendment to Intergovernmental Agreement ("First Amendment") is made and entered into on or as of December 31, 2022, by and between the Chicago Park District, an Illinois body politic and corporate (the "Park District"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City"), acting by and through its Department of Water Management ("DWM"). Capitalized terms set forth in this First Amendment have the meaning set forth in the Intergovernmental Agreement (as defined below), unless otherwise defined herein.

RECITALS

WHEREAS, the City and the Park District have previously entered into that certain Intergovernmental Agreement, dated on or as of July 30, 2021 ("Intergovernmental Agreement"), relating to the City's acquisition of approximately 87,500 square foot portion of the Park District's Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652, as described and depicted on Exhibit A of the Intergovernmental Agreement (the "Existing Parkland") for use in support of the City's water system, specifically for the construction and operation of subsurface and surface facilities as part of the Project Elements necessary for the supply of water to Joliet (the "Project," as generally depicted on Exhibit B of the Intergovernmental Agreement); and

WHEREAS, the Park District and the City desire to extend the outside Closing Date for transfer of title to the Existing Parkland set forth in Section 4 of the Intergovernmental Agreement, from December 31, 2022 to April 19, 2023; and

WHEREAS, the Park District and the City had anticipated that the City would require Joliet to restore, at its sole cost and expense, the surface of the Existing Parkland and construct a new athletic field and support facilities thereon, which as of the Effective Date of the Intergovernmental Agreement was anticipated to be a junior-sized soccer field with accompanying necessary improvements, based on a combination of consideration of community input and the Park District's specifications, and with additional details regarding the replacement improvements to be negotiated among the City, the Park District and Joliet and included in the Lease, the Permanent Easement Agreement and/or the Water Supply Agreement; and

WHEREAS, the Park District and the City now anticipate that as part of Joliet's improvements to the Existing Parkland, instead of a junior-sized soccer field with accompanying necessary improvements, Joliet will develop a natural grass recreation space;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for the purpose of intergovernmental cooperation, the parties agree as follows:

1. Section 4 (Closing Date) of the Intergovernmental Agreement is amended and restated to read as follows:

> "The closing date for transfer of title to the Existing Parkland ("Closing Date") will occur on a date mutually acceptable to the parties hereto, and on a date that will not impair or impede progress on the Project, and in no event later than July 31, 2023. The Permanent Easement Agreement, the agreement(s) for Temporary Easements and the Lease shall be approved and executed concurrently with the Closing Date."

2. Except as amended hereby, the Intergovernmental Agreement shall continue in full force and effect as the binding obligations of the City and Park District.

(*Signature Page Follows*)

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By: _____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

By: _____
Rosa Escareno
General Superintendent and CEO

ATTEST:

By: _____
Sarah Gelder
Secretary

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By:_____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

By:_____
Rosa Escareño
General Superintendent and CEO

ATTEST:

By:_____
Sarah Gelder
Secretary

EXHIBIT G – WATER STORAGE VOLUMES
(As of the Effective Date)

Commission, Commission Wholesale Customers and Subsequent Purchasers	
Commission Wholesale Customers	**Total Storage (MG)***
Channahon	1.50
Crest Hill	2.85
Joliet	16.50
Minooka	1.75
Romeoville	8.00
Shorewood	3.00
Subsequent Purchasers	
Aqua Illinois-Oakview Avenue Water Works Service Area (Joliet Subsequent Purchaser)	0.00
Commission	0.00
Total	**33.60**

*MG = million gallons

EXHIBIT H – ADVISORY COUNCIL TASKS

1. Review, on an annual basis, the Capital Improvement Program of the Chicago Water System and inform the wholesale customers about scheduled capital improvements, routine operation and maintenance that may, in part, impact wholesale customers;

2. Periodically review, discuss and evaluate (a) the complete annual cost of service study for the Chicago Water System, including the rates, rate methodology, and performance of the Chicago Water System based on the information furnished by Chicago as well as (b) changes or adjustments to Chicago water rates and rate methodology; and provide recommendations related to rate setting methodology, the status of any rate adjustments, and the inputs and assumptions required for the annual cost of service study for wholesale customers;

3. Review and provide input, at least annually, on the budget components for the Chicago Water System;

4. Collaborate regarding matters affecting the water industry and customers of the Chicago Water System and supply of water in the northeastern Illinois region, including development and implementation of water policy and legislation as well as public information and education;

5. Encourage continued and ongoing day-to-day communications between operators of the Chicago Water System and operators of the wholesale customers' water systems;

6. Identify and provide input on measures to encourage the addition and retention of wholesale water customers of Chicago;

7. Review Lake Michigan water use requirements, Non-Revenue Water reduction, and the impact of potential future wholesale and other large quantity customers on the Chicago Water System;

8. Provide input regarding the quality and source of raw Lake Michigan water as well as treated Lake Michigan water provided by Chicago to the wholesale customers;

9. Provide input to Chicago to develop appropriate methods for, and to improve, operational coordination in the operation of the Chicago Water System as it delivers Lake Michigan water to the wholesale customers;

10. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shutdowns of, or other impacts on, the Lake Michigan water supply;

11. While acknowledging that Chicago is subject to applicable provisions under the Municipal Code of Chicago and other procurement rules and regulations, suggest, review and provide input to Chicago on cost effectiveness and cost control initiatives in contractual services, commodities and services provided by Chicago directly related to Chicago's provision of Lake Michigan water to wholesale customers where Chicago departments provide support and services to the DWM;

12. Review and discuss operational cost effectiveness and efficiencies affecting water rates;

13. Conduct a review of the billing procedures, schedules and invoices from Chicago to the wholesale customers who are Members of the Advisory Council, and any changes or adjustments to the rate; and

14. Review Chicago's audited financial statements and financing plans pertaining to the Chicago Water System, as well as any costs allocated to the wholesale customers.

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING, PLEASE RETURN TO:

City of Chicago
Department of Law
Real Estate & Land Use Division
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602

(The Above Space for Recorder's Use Only)

FIRST AMENDED AND RESTATED EASEMENT AGREEMENT FOR TWO (2) PERMANENT EASEMENTS AND SEVEN (7) TEMPORARY EASEMENTS AT THE CITY OF CHICAGO SOUTHWEST PUMPING STATION PROPERTY

This First Amended and Restated Easement Agreement ("Agreement") is entered into on or as of the ____ day of _____, 2025 ("Assignment Date"), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government ("Chicago"), by and through its Department of Water Management (including any successor department thereto, "DWM"), and the Grand Prairie Water Commission ("Commission"), a regional water commission, municipal corporation, and body politic and corporate established pursuant to the Regional Water Commissions Act, 65 ILCS 5/11-135.5-1 et seq. Chicago and the Commission are sometimes referred to herein jointly as the "Parties" or individually as a "Party." This Agreement has been authorized by an ordinance adopted by the City Council of the City of Chicago ("Chicago City Council") on April 19, 2023, and by an ordinance adopted by the Commission's Board of Commissioners on August __, 2025.

RECITALS

WHEREAS, Chicago, through DWM, is the owner of the property commonly known as 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois 60652 (PIN 19-34-412-011-0000) (the "SWPS Property"), which is the site of DWM's Southwest Pumping Station (the "Station"); and

WHEREAS, Chicago and the City of Joliet ("Joliet") have entered into that certain Water Supply Agreement, dated as of May 1, 2023 (the "2023 WSA"); and

WHEREAS, Section 22.2 of the 2023 WSA provided that upon the formation of a regional water commission of which Joliet was a member, Joliet shall assign the 2023 WSA to that regional water commission, and Grand Prairie Water Commission is a regional water commission of which Joliet is a member; and

WHEREAS, Joliet has assigned the 2023 WSA to the Commission and Chicago and the Commission have entered into that certain First Amended and Restated Water Supply Agreement dated August __, 2025 (the "Water Supply Agreement"). Capitalized terms not defined in this Agreement shall have the meanings set forth in the Water Supply Agreement; and

WHEREAS, pursuant to the 2023 WSA, Chicago and Joliet entered into that certain Southwest Pumping Station Site Easement dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428018 on August 22, 2023) ("2023 SWPS Easement Agreement"), pursuant to which Chicago granted to Joliet two (2) permanent easements (the "Southwest Pumping Station Site Easements") and seven (7) temporary easements (each a "Temporary Easement," identified as TE-1, TE-2, TE-3, TE-4, TE-5, TE-6 and TE-7, respectively, and, collectively, the "Temporary Easements") on the SWPS Property, as further described in this Agreement. The Southwest Pumping Station Site Easements and the Temporary Easements, each an "Easement" and, collectively, the "Easements"; and

WHEREAS, Section 8 of the 2023 SWPS Easement Agreement provides that in the event of the assignment of the 2023 WSA pursuant to Article 22 of the 2023 WSA, the 2023 SWPS Easement Agreement shall be assigned as provided in such Article 22; and

WHEREAS, Joliet has assigned, and the Commission has determined that it is in its best interests to accept assignment of, the 2023 SWPS Easement Agreement and enter into this amended and restated version of the 2023 SWPS Easement Agreement that includes amendments to reflect various modifications pertaining to the relationship between Chicago and the Commission; and

WHEREAS, the locations, legal descriptions and plats of easement for the Southwest Pumping Station Site Easements and the Temporary Easements are in Exhibit 1 attached hereto and incorporated herein (each such location, an "Easement Area," and collectively, the "Easement Areas") and Exhibit 1 includes the same locations, legal descriptions and plats of easement for the Easement Areas as were included in the 2023 SWPS Easement Agreement; and

WHEREAS, the Commission's use of the Easements shall be limited to those respective uses (the "Permitted Uses") and timeframes, set forth in Exhibit 2 attached hereto and incorporated here, and which have been modified from those included in the 2023 SWPS Easement Agreement to reflect the updated schedule for construction of the Chicago New Water Supply Infrastructure and the Commission New Water Supply Infrastructure; and

WHEREAS, Chicago hereby determines that entering into this Agreement with the Commission is a function pertaining to Chicago's government and affairs; and

WHEREAS, the Commission hereby determines it is within its powers granted in the RWC Act and other statutory and constitutional provisions to accept assignment of the 2023 SWPS Easement Agreement from Joliet and enter into this Agreement, which is an amended and restated version of the 2023 SWPS Easement Agreement that includes amendments to reflect various modifications pertaining to the relationship between Chicago and the Commission;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals; Acknowledgements.

(a) The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

(b) Assignment. The Parties agree that, pursuant to that certain "Assignment and Amendment of Water Supply Agreement – City of Chicago and City of Joliet" by, between and among Chicago, the Commission and Joliet dated August __, 2025 ("Assignment Agreement") and which became effective concurrent with or immediately prior to this Agreement, Chicago, the Commission and Joliet have made representations to each other regarding the performance of actions pursuant to the 2023 SWPS Easement Agreement, and that Chicago and the Commission have agreed as follows:

i. Joliet has assigned to the Commission all the rights, duties, obligations, claims and liabilities in and pertaining to the 2023 WSA and the Ancillaries (as defined in the 2023 WSA); and

ii. The Commission has accepted that assignment and has accepted and assumes all the rights, duties, obligations, claims and liabilities of Joliet in the 2023 WSA and the Ancillaries (as defined in the 2023 WSA), and has executed the Water Supply Agreement with Chicago; and

iii. Chicago has consented to the assignment of the 2023 WSA and the Ancillaries (as defined in the 2023 WSA) by Joliet to the Commission), and has executed the Water Supply Agreement with the Commission; and

iv. As a part of the Assignment Agreement, Chicago and the Commission agreed to enter into this First Amended and Restated Easement Agreement to implement the assignment and reflect necessary modifications to the 2023 SWPS Easement Agreement to enable Chicago and the Commission to proceed with the sale of Water by Chicago to the Commission and the purchase of Water by the Commission from Chicago.

(c) Performance of Actions and Obligations. Chicago and the Commission recognize and agree that (i) during that portion of the term of this Agreement between the Effective Date and the Assignment Date, certain actions were taken and obligations performed by Joliet pursuant to the 2023 WSA, and (ii) from and after the Assignment Date, the Commission will become the holder of the Easement (as defined in Section 2) on and under each Easement Area under this Agreement.

2. Grant of Easements. Subject to the terms and conditions of this Agreement, Chicago hereby grants to the Commission an easement ("Easement") on and under each Easement Area for the Permitted Use applicable to each such Easement Area, and which shall be exclusive or non-exclusive as described in Section 3(g). The Commission shall undertake the Permitted Uses at its sole cost and expense. It is the intent of the Parties that the Easement Areas

do not encroach on the existing (as of the Effective Date) improvements that are part of the Station and are within the outlined area depicted in Exhibit 3 attached hereto; provided, however, the Parties anticipate there will be adjustments needed to the Easement Areas to conform the Easement Areas to the final design of the Project Elements as approved pursuant to the Water Supply Agreement. If the Commission proposes an encroachment to an Easement Area, the Parties will cooperate to adjust the boundaries of the applicable Easement Area(s) so there is not an encroachment.

3. Terms. The following terms and conditions apply to each Easement:

(a) Each Easement is an easement appurtenant in favor of the Commission.

(b) Each Easement granted under this Agreement commenced on July 31, 2023 (the "Effective Date"), is designated as a permanent or temporary easement in Exhibit 2, and terminates on the earliest of: (i) the applicable date set forth in Exhibit 2 (for temporary easements only) unless otherwise modified by mutual agreement pursuant to Section 3(f) below, or (ii) the date on which the Water Supply Agreement terminates. If disposition of the Commission New Water Supply Infrastructure or Chicago New Water Supply Infrastructure is required pursuant to and following the termination of the Water Supply Agreement, then the termination date of the Easements shall be extended by mutual agreement of the Parties for the purpose of performing such disposition as required by Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement.

(c) To the extent that an Easement Area is subject to another easement, the Commission will coordinate with Chicago and the other easement holder to address the needs of the other easement holder. Furthermore, to the extent the terms of the pre-existing easement are known to the Parties, the Commission shall not take any action or fail to take any action that would cause Chicago to be in breach of its obligations under any such other pre-existing easement.

(d) The Commission represents and warrants to Chicago that its contractors are and shall be licensed, insured and bonded, as required by applicable law, ordinance or code, to perform the Permitted Uses.

(e) Compensation. Prior to the Assignment Date, Joliet has paid to Chicago the applicable dollar amount set forth in Exhibit 2, which amount represents the Parties' determination of the value of the respective Easements. Any adjustment to compensation required by this Section 3 shall be calculated in accordance with the unit price compensation formulas set forth in Exhibit 2.

(f) Any adjustments to (i) the dates set forth for the Temporary Easements in Exhibit 2 due to changes in the construction schedule for the Chicago New Water Supply Infrastructure and the Commission New Water Supply Infrastructure or (ii) the land area included within any of the Easements, may be mutually agreed by the Parties. To the extent that such changes increase or decrease the actual duration of the Commission's use of any of the Temporary Easements (TE-1 through TE-7), or increase or decrease the land area of any of the Easements, the Parties will adjust the amount of compensation paid by the Commission for the affected Temporary Easement or either Southwest Pumping Station Site Easement in accordance with the methodology in Exhibit 2. The Parties acknowledge that the dates for the Commission's use of the Easements in Exhibit 2 of this

Agreement have changed from those included in the 2023 Easement, and the duration of the period of the Commission's use of some of the Easements have changed, and the total compensation amount has remained the same.

(g) Chicago grants to the Commission an exclusive easement for construction in each of the Easement Areas during the applicable Commission contractor use period set forth in Exhibit 2, as such period(s) may be modified pursuant to Section 3(f) and this Section 3(g), subject to (i) the rights of any private utility existing on the Effective Date, (ii) any easements or any other third-party real property rights or personal property rights in effect on the Effective Date, and (iii) Chicago's right to use the Easement Areas for: (A) maintenance and operations that Chicago in its sole discretion determines to be necessary, (B) the performance of emergency response, (C) to address security lighting, (D) when requested by the Commission, (E) when Chicago determines in its sole discretion that use of the Easement Area(s) is necessary to prevent damage to the Chicago Water System or the operation of the Chicago Water System or its ability to provide Water pursuant to the Water Supply Agreement. Prior to the Commission's start of construction, Chicago shall verify the location of the 17-foot diameter tunnel shaft located north of the Station. The Easements granted by Chicago to the Commission are further subject to the condition that the Commission and its contractors shall not locate any construction equipment or materials, including Hazardous Substances as defined in Subsection 4(d)(iii), on top of that shaft unless otherwise authorized in advance and in writing by Chicago. Chicago will attempt to schedule any necessary maintenance or operational needs and any actions to address security lighting in a manner that does not delay or prevent the Commission's and its contractors use of the Easement Areas or in a manner that will postpone the delivery of Water to the Commission beyond the Targeted Water Delivery Date. Chicago agrees that the Commission contractor use period for the affected Easement Area(s) will be extended for a number of days equal to the number of days of Chicago use without any additional compensation required to be paid by the Commission or Chicago for such days and without any reduction in the compensation required to be paid by the Commission. In addition, for the Permanent Easements (PE-1 and PE-2, inclusive), following the completion of the initial construction and installation of the High Service Pump Station and the Commission's generators, the Commission will hold an exclusive easement, subject to the rights of any private utility as those rights exist on the Effective Date, for the ground immediately beneath the High Service Pump Station and the Commission's generators. The Commission shall coordinate with Chicago during design and construction to identify any existing Chicago facilities within the Easement Areas in order to minimize any impact on such facilities. Unless otherwise mutually agreed by Chicago and the Commission, the Commission agrees that it will not construct the Low Service Pump Station, the High Service Pump Station, the Commission's generators or install any equipment to the aforementioned facilities and generators above Chicago's facilities that are existing as of the construction start date or installation date proposed by the Commission and are known to the Parties. The Commission shall coordinate with Chicago during design to identify any existing Chicago facilities or utilities within the Easement Areas in order to minimize any impact to such facilities or utilities. If during construction the Commission encounters any existing Chicago facilities or utilities within the Easement Areas that were not identified on the plans and specifications approved by Chicago, then the Parties will coordinate to find a solution that minimizes any impact to either Party's facilities or utilities

4. Commission's Obligations.

(a) As described in the Assignment Agreement, Joliet has provided, and from and after the Assignment Date the Commission shall provide, proposed plans and specifications to Chicago for design, construction and future capital improvements review as provided in Articles 8 and 15 of the Water Supply Agreement until such time as the plans and specifications are approved as provided in Articles 8 and 15 of the Water Supply Agreement. Any such construction or future capital improvements shall be designed and constructed in compliance with all applicable Laws in effect at the time.

(b) During the initial construction of the Commission New Water Supply Infrastructure, Tunnel Extension, Low Service Pump Station and Chicago Service Valve, the Commission shall be responsible for all activities relating to such initial construction as required of the Commission as provided in the Water Supply Agreement. After completion of the Commission New Water Supply Infrastructure, Tunnel Extension, Low Service Pump Station and Chicago Service Valve, the Commission shall be responsible for obtaining approvals of, and paying at its sole cost and expense for, any and all installations, removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or the Commission New Water Supply Infrastructure, located in, adjacent to, or in close proximity to, the Easement Areas which are owned by Chicago, the Village of Oak Lawn, or any third-party utility or entity, including, but not limited to, pavements, bridges, poles and other infrastructure and utilities, which are or may be necessary or appropriate to facilitate work by the Commission or its contractors or its agents related to the Commission New Water Supply Infrastructure. The Commission shall be responsible for obtaining the consent of and making suitable arrangements with all applicable entities owning or having an interest in such structures and the Commission New Water Supply Infrastructure, including any department of Chicago. In the event of a conflict between this Section 4(b) and the Water Supply Agreement, the Water Supply Agreement shall control.

(c) The Commission, at its sole cost and expense, shall secure all necessary permits and approvals for each Permitted Use, and provide all legally required public notices, if any, for the Permitted Uses, in accordance with the Water Supply Agreement.

(d) Disposal Obligations. The Commission shall be responsible for the proper removal, transportation and disposal of all "Hazardous Substances", "Waste", "Contaminants", and any "Other Regulated Material", each as defined below, that is encountered as part of or resulting from its use (or Joliet's use, if any) of the Easement Areas or its performing or causing to be performed (or Joliet's performing or causing to be performed, if any) any environmental investigations in the Easement Areas (see Section 4(h)).

Unless sufficient testing is performed to determine compliance with Illinois Environmental Protection Agency ("IEPA") Clean Construction and Demolition Debris ("CCDD") regulations, all soil being removed during construction must be disposed of in accordance with applicable regulations to a Resource Conservation and Recovery Act ("RCRA") "Subtitle D" landfill. If soil or CCDD must be removed from the Easement Areas, it must be disposed of at a properly permitted landfill with prior approval from the Chicago Department of Fleet and Facility Management, or any successor department thereto ("DFFM"). No soil or materials generated from the Easement Areas can be disposed as "uncontaminated soil" using an IEPA LPC-662 Source Site Certification, unless approved

by DFFM, with such approval not to be unreasonably withheld, conditioned, or delayed. All soil disposed as CCDD or uncontaminated soil must be sampled and an LPC-663 Uncontaminated Soil Certification must be used.

The Commission must obtain written approval from DFFM of all reuse, recycling and disposal locations before any Hazardous Substances, Waste, Contaminants or Other Regulated Material may be sent to such locations. If soil is sent to a location that is not approved by DFFM, the Commission must retrieve the materials and take them to an approved location at the Commission's sole cost and expense.

Definitions. The following terms have the following meanings for purposes of this Agreement:

i. "Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

ii. "Environmental Law(s)" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of Chicago ("Municipal Code"); and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

iii. "Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

iv. "Law" means any applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

v. "Other Regulated Material" means any Waste, Contaminant, material meeting 35 Ill. Adm. Code 742.305, or any other material, not otherwise

specifically listed or designated as a hazardous substance, as defined in 415 ILCS 5/3.215, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons, such as chlorine.

vi. "Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* (including but not limited to 415 ILCS 5/3.535), as amended from time to time, as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

(e) Generator Designation. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, the Commission shall ensure that either the Commission or its contractor, subcontractor, or other party working on behalf of the Commission signs such documents.

(f) Imported Material. Any backfill material brought on to the Easement Areas must be either (i) certified virgin stone or (ii) tested for Target Compound List parameters (35 Ill. Adm. Code 740, Appendix A) and meet the most stringent objectives for residential land use included in 35 Ill. Adm. Code 742, Appendix B, Table A. Based on the scope of work, DFFM may waive this requirement, with such waiver not to be unreasonably withheld, conditioned, or delayed.

i. Quarry generated virgin source materials do not need to be tested, but certification from the source (quarry) must be provided to DFFM prior to importing the material to the Easement Area.

ii. Tested material shall be verified by providing results from a laboratory accredited by the IEPA's Environmental Laboratory Accreditation Program. The date of the analysis shall be within 90 days of importing such material to the Easement Areas unless otherwise approved by Chicago. Prior to importing, non-virgin source materials shall be sampled at a frequency of one (1) sample per 500 cubic yards per source unless otherwise approved by Chicago, with such approval not to be unreasonably withheld, conditioned, or delayed.

iii. The Commission must keep copies of all daily reports, transport manifests, and weight tickets or receipts (as applicable) documenting all materials imported to any Easement Areas and detailing where they were specifically placed for a period of five (5) years from each of the following: (a) the inception of any construction work authorized by the 2023 SWPS Easement Agreement or this Agreement; and (b) the performance of any maintenance and repair. At the end of each such five (5) year period, all records must be provided to DWM and such other Chicago department that is identified by Chicago, in writing, as responsible for records relating to the Easement Areas. In the alternative, the Commission, at its option, may provide such records to DWM or such other Chicago department that is identified by Chicago, in writing, as responsible for records relating to the Easement Areas, sooner than such five (5) year period and the Commission will not be

obligated to maintain copies of such records after they are provided to Chicago in accordance with this sentence.

iv. No biosolids or biosolids-based products from the Metropolitan Water Reclamation District or any other source may be imported for any purpose.

(g) Environmental Requirements.

i. Any underground storage tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including 41 Ill. Adm. Code 175 and any identified leaking USTs must be properly addressed in accordance with 35 Ill. Adm. Code 734.

ii. All sampling should be conducted in accordance with all applicable subsections of Title 35: Environmental Protection, Subtitle G: Waste Disposal and Chapter I: Pollution Control Board of the Illinois Administrative Code.

iii. Unless otherwise approved by Chicago, all soil boring and/or monitoring wells installed must be properly abandoned within the term of this Agreement and pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code 920).

iv. If any bore holes exceed 30 feet in depth, gas levels must be measured at the surface of the borehole. If gas levels exceed the warning level (10-20% of Lower Explosive Limit (LEL)), all drilling and construction activities in the immediate vicinity of the borehole must be stopped. Once the gas meter levels indicate that the methane in the borehole has dissipated or is below the warning level (10-20% of LEL), the construction activities may continue.

v. In addition to the restrictions set forth in Section 3(g), the Commission and its contractors shall not use or store any Hazardous Substances or Other Regulated Material on the Easement Areas or Chicago property, other than as may be necessary for the vehicles, materials and equipment to accomplish the Permitted Uses using standard industry practices and for disinfection of the Tunnel Extension, Low Service Pump Station, Chicago Service Valve and the Commission New Water Supply Infrastructure, unless otherwise approved by Chicago, with such approval not to be unreasonably withheld, conditioned, or delayed. If use of Hazardous Substances is necessary, the Commission shall provide Chicago (DFFM) with an annual inventory of the Hazardous Substances stored on site including the material, container size, maximum quantity stored, and storage location. The Safety Data Sheets for the Hazardous Substances will also be provided. The Commission shall, and shall cause its contractors to, at all times exercise due caution in their application to ensure appropriate use and prevent any accidental spillage or contamination. The Commission shall promptly notify Chicago if any Hazardous Substances are found or spilled on any Easement Area(s).

vi. A Soil Management Plan ("SMP") must be prepared and implemented during construction to document, at a minimum: the site-specific soil excavation, disposal, storage, and reuse procedures; imported material testing requirements; and environmental oversight plan. The SMP is subject to DFFM review and approval prior to being implemented, with such approval not to be unreasonably withheld, conditioned, or delayed. Based on the scope of work, DFFM may waive this requirement.

vii. If the Commission or its agents causes a spill or release of a Hazardous Substance during the construction, including any construction during the start-up and commissioning, of the Commission New Water Supply Infrastructure, Tunnel Extension, Low Service Pump Station and Chicago Service Valve (as described in Article 8 of the Water Supply Agreement and as those terms are defined therein), the Commission and its agents must stop work immediately and contact DFFM's Environmental Health and Safety Bureau's Deputy Commissioner at 312-744-9139 and kimberly.worthington@cityofchicago.org, or other person as Chicago may identify by notifying the Commission. The Commission shall be responsible for cleaning up the spill including waste disposal as well as all notifications and reporting to any applicable agencies.

viii. The Commission and its agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, or Laws. Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

ix. In the event that the construction of the Commission New Water Supply Infrastructure, Tunnel Extension, Low Service Pump Station and Chicago Service Valve (as described in Article 8 of the Water Supply Agreement), is not completed and the Water Supply Agreement is terminated pursuant to Article 6 of the Water Supply Agreement, the Commission must restore the Easement Area in accordance with Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement. In addition, the Commission shall be responsible for any contamination that was caused, permitted or exacerbated during the construction of the Tunnel Extension, Low Service Pump Station, Chicago Service Valve and the Commission New Water Supply Infrastructure or any damage to the Easement Areas or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Joliet (if any) or the Commission, including but not limited to, vandalism or misuse of the Easement Areas, and shall undertake any repairs necessitated by such acts or omissions.

(h) Environmental Investigation. The Commission, in its sole discretion and at its sole cost and expense, may, pursuant to a right of entry issued by Chicago containing a mutually agreed-upon scope of work, elect to perform environmental investigations of the Easement Areas in accordance with Sections 4(d) and 4(g) above. For purpose of this Section 4(h), the term "environmental investigations" excludes the following: the use of a photoionization detector, or equivalent future technology, as agreed to by Chicago, for scanning material before it is transported offsite. Any such right of entry shall be consistent with Article 8 and Article 21 of the Water Supply Agreement and issuance of any such right of entry by Chicago shall not be unreasonably withheld, delayed or denied. A right of entry is required when "excavation", as referenced in Section 8.7 of the Water Supply Agreement, is to be completed. For purposes of this Agreement, "excavation" is defined as any work that breaks or penetrates the ground surface. For environmental investigations that do not require excavation, but are for the purpose of identifying subsurface environmental conditions, the Commission is not required to obtain a right of entry from Chicago, but must submit a scope of work to Chicago and not commence such work until Chicago approves the scope of work, which approval will not be unreasonably withheld, delayed or denied.

5. Uses within the Easement Areas.

(a) The Commission may not use or permit the use of an Easement Area for any purpose other than the Permitted Use for such Easement Area.

(b) Chicago reserves the right to access the Easement Areas at Chicago's sole discretion and as provided in the Water Supply Agreement. However, Chicago shall have no right to enter the Meter Vault except as provided in the Water Supply Agreement, and no right to enter the High Service Pump Station except in connection with matters pertaining to the Water Supply Agreement, and only with notice to and being accompanied by a representative of the Commission. However, in the event of an emergency involving the Meter Vault or the High Service Pump Station, Chicago may enter such Project Element for the purpose of investigating and/or remedying such emergency and notify the Commission of such entry as provided in the shared use agreement to be entered into pursuant to Section 15.4 of the Water Supply Agreement.

(c) The Commission, its contractors, and its employees shall not perform or permit any work or use of the Easement Area that is illegal. The Commission, its contractors, and its employees shall not perform or permit any work that disturbs area residents beyond the normal construction activities that would occur in connection with facilities of the type included in the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure during periods of initial construction and any periods of maintenance, repair or emergency action. The Commission shall secure the Easement Areas in which it is working during periods of initial construction, and during any periods of maintenance, repair or emergency action. At the remaining times within the term of this Agreement, the Commission, its contractors, and its employees shall not perform or permit any work that (i) is injurious to the Easement Area, (ii) unreasonably disturbs area residents, (iii) is illegal, or (iv) causes or may cause increases to the rate of insurance on the Easement Area. The Commission and its agents and employees shall not sell, give away or consume any alcoholic beverages or illegal drugs of any kind or nature on the Easement Area.

(d) Chicago shall make a good faith effort to notify the Commission of any work in an Easement Area of which the Commissioner of DWM receives written notice and that is proposed to be performed by others who are not a party to this Agreement, such as utilities or holders of other easements in the Easement Areas.

6. Alterations. Alterations of the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure shall be governed by the requirements of Article 15 of the Water Supply Agreement.

7. Termination and Closure. Termination of this Easement shall be subject to the terms of Articles 4 (Term; Renewal) and 6 (Termination) of the Water Supply Agreement, and the Commission shall have the right to terminate this Easement at any time. Disposition of the Commission New Water Supply Infrastructure on the Easement Area upon termination shall be in accordance with Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement.

8. Assignment. In the event of the assignment of the Water Supply Agreement pursuant to Article 22 of the Water Supply Agreement, this Agreement shall be assigned as provided in such Article 22.

9. Restoration. To the extent that Joliet performed (if any), or the Commission performs, the initial construction, including any construction during the start-up and commissioning, (as described in Article 8 of the Water Supply Agreement) of the Tunnel Extension, Low Service Pump Station and Chicago Service Valve and performs construction, maintenance, repair or replacement of the Commission New Water Supply Infrastructure, and any work related thereto, the Commission shall, at the Commission's sole cost and expense, restore the Easement Areas to a condition comparable to the condition of the Easement Areas prior to the commencement of any such activities. Notwithstanding the foregoing, during initial construction of the Project Elements described above, and in the event of any future work in the Easement Areas where both Parties will be performing work, the Parties agree to collaborate on the restoration of the Easement Areas based on the following principles: (i) temporary restoration of an Easement Area (to a condition suitable for use by the other Party's contractor) will be completed by a Party's contractor when that contractor's use of the Easement Area ends and the other Party's contractor will thereafter be using that Easement Area; (ii) final restoration of an Easement Area will not be completed until after all use of an Easement Area by each Party's contractor is complete; and (iii) final restoration of an Easement Area will be completed by the Party whose contractor is the last contractor to use that Easement Area.

10. Indemnity.

(a) The Commission and Chicago are subject to the indemnification obligations set forth in Article 25 of the Water Supply Agreement, which are incorporated here by this reference. The Commission is further subject to the following:

(b) The Commission, on behalf of itself and its officers, directors, employees, successors and assigns, and on behalf of Joliet and its officers, directors, employees, successors and assigns, and anyone claiming by, through or under any of them, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity leasing, occupying, using or possessing any portion of the Easement Areas under or through Joliet or the Commission following the Effective Date (collectively, the "Commission Parties"), hereby releases, relinquishes and forever discharges Chicago and its employees, agents, officers and officials (individually, a "Chicago Party," and collectively, the "Chicago Parties"), from and against any and all Losses (as defined below) which the Commission Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Effective Date, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Easement Areas or any improvements, facilities, including the Tunnel Connection, or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Easement Areas, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Easement Areas or the migration of Hazardous Substances or Other Regulated Material from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local

governmental agency or political subdivision or other third party in connection or associated with the Easement Areas or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). The Commission Parties waive their rights of contribution and subrogation against any Chicago Parties. "Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs). Furthermore, the Commission shall indemnify, defend (through an attorney reasonably acceptable to Chicago) and hold the Chicago Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Commission Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

(c) The covenant of release set forth in Section 10(b) shall run with the Easement Areas and shall be binding upon all successors and assigns of Joliet and the Commission with respect to the Easement Areas, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Easement Areas under or through Joliet or the Commission following the Effective Date. The Commission acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to enter into this Agreement, and that, but for such release, Chicago would not have agreed to grant an easement to the Easement Areas to the Commission. It is expressly agreed and understood by and between the Commission and Chicago that, should any future obligation of the Commission or the Commission Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Easement Areas, neither the Commission nor any other Commission Parties shall assert that those obligations must be satisfied in whole or in part by Chicago, because this covenant contains a full, complete and final release of all such claims.

11. Construction, Operation, Maintenance and Security of the Easement Areas and Commission New Water Supply Infrastructure.

(a) The Commission shall construct, including any construction during the start-up and commissioning, and install the Commission New Water Supply Infrastructure, Tunnel Extension, Low Service Pump Station and Chicago Service Valve (as described in Article 8 of the Water Supply Agreement), on the Easement Areas in accordance with the terms of the Water Supply Agreement.

(b) The Commission shall use, inspect, operate, maintain, remove, relocate, repair, replace, or make alterations to the Commission New Water Supply Infrastructure located on the Easement Areas in accordance with the terms of the Water Supply Agreement.

(c) The Commission shall cooperate with Chicago and Chicago shall cooperate with the Commission in connection with coordination during periods of construction (other than the initial construction described in Article 8 of the Water Supply Agreement), maintenance, repair or replacement (and any work related thereto) and during operation and use on the Easement Areas in accordance with the terms of the Water Supply Agreement.

(d) Except as authorized by this Agreement, the Commission shall not interfere, and shall not permit its contractors to interfere, with (1) Chicago's access to the SWPS Property; or (2) Chicago's security, parking, equipment storage or grounds operation and maintenance at the SWPS Property. The Commission shall not interfere, and shall not permit its contractors to interfere, with the Village of Oak Lawn's access to the SWPS Property as provided in that certain "Agreement By and Between the City of Chicago, By and Through its Department of Water, and the Village of Oak Lawn, Illinois" dated June 6, 2001. Chicago shall not interfere, and shall not permit its contractors to interfere, with (i) the Commission's parking and equipment storage at locations mutually agreed upon by Chicago and the Commission pursuant to the shared use agreement, involving the shared use of the SWPS Property, to be entered into pursuant to Section 15.4 of the Water Supply Agreement, and (ii) the Commission's security of the Commission New Water Supply Infrastructure located on the Easement Areas, as the Commission's and Chicago's security obligations for the Commission New Water Supply Infrastructure are set forth in the Water Supply Agreement and will be set forth in such shared use agreement.

(e) Maintenance and Operational Duties. The Commission acknowledges that Chicago is not responsible for the operation, maintenance, repair, replacement and/or removal or security of the Commission New Water Supply Infrastructure and such activities on the Easement Areas, and Chicago has no obligations with respect thereto, except as may be provided for pursuant to Article 15 of the Water Supply Agreement pertaining to Chicago's provision of security of the SWPS Property as well as a shared use agreement entered into by the Parties pursuant to Section 15.4 of the Water Supply Agreement.

12. "As Is". Chicago makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Easement Areas or the suitability of the Easement Areas for any purpose whatsoever. The Commission acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Easement Areas and accepts the risk that any inspection may not disclose all material matters affecting the Easement Areas. The Commission agrees to accept the Easement Areas in their "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and Chicago has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Commission, with respect to the structural, physical or environmental condition of the Easement Areas, their compliance with any statute, ordinance or regulation, or its suitability, merchantability or fitness for any purpose whatsoever. The Commission acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of Chicago or its agents or employees with respect thereto. The Commission agrees that it is its sole responsibility and obligation to perform at its sole cost and expense any such action as is necessary to put the Easement Areas in a condition which is suitable for its intended use.

13. Insurance. The Commission and Chicago each shall at all times maintain, and shall cause its contractors to maintain, the insurance coverages and endorsements identified in Article 21 of the Water Supply Agreement, which is incorporated here by this reference.

14. Default. The occurrence and continuance of a violation of any material term of this Agreement by a Party shall be a default by that Party. Notices of default and the procedures and remedies for resolution of a default under this Agreement shall be as provided in Article 20 of the Water Supply Agreement.

15. No Liens. The Commission shall not permit any lien to stand against any Easement Area, the Commission New Water Supply Infrastructure, or the Chicago New Water Supply Infrastructure, for any labor or material in connection with work of any character performed in any Easement Areas at the direction or sufferance of the Commission.

16. Compliance with Law. The Commission agrees that the Easement Areas and the Commission New Water Supply Infrastructure shall be used, and any alterations to the structures located within any Easement Area shall be constructed, installed, used, operated, inspected, maintained, repaired and replaced in compliance with all applicable Laws.

17. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

18. Notices. For purposes of this Agreement, any notice, demand or request required by this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile or email; (c) nationally recognized overnight courier service; or (d) Certified Mail; provided, however, that any notice of default or termination provided by electronic communications shall also be delivered by another method of notice authorized under this Section 18:

If to Chicago:
City of Chicago
Department of Water Management
1000 East Ohio Street
Chicago, Illinois 60611
Attn: Commissioner

With copies to:
City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

and

City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Finance and Economic Development Division

and

City of Chicago
Department of Finance
121 North LaSalle Street, Room 700
Chicago, Illinois 60602
Attention: Chief Financial Officer

If to the Commission: Grand Prairie Water Commission
2364 Essington Road, #269
Joliet, Illinois 60435
Attention: Chair
Email: cdebold@shorewoodil.gov

with copies to Grand Prairie Water Commission
City of Joliet, Program Manager
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities and Program Director, Grand Prairie Water Commission
Email: publicutilities@joliet.gov

Melissa Wolf
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, Illinois 60018
Email: melissa@srd-law.com

Each Party to this Agreement has the right to change, add or remove the addressee or addressee contact information, for future notices and communications to them in matters pertaining to this Agreement by giving notice complying with the requirements of this section. No notice of a change of address will be effective until actually received.

Notices shall be deemed received upon the first to occur of (a) the date of actual receipt, (b) the date an email is sent, unless notice of non-delivery is received; (c) the date that is one (1) business day after deposit with a nationally recognized overnight courier service as evidenced by a receipt of deposit, or (d) the date that is three (3) days after deposit in the U.S. mail, as Certified Mail, evidenced by a receipt.

19. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit solely of the Commission and Chicago and their respective successors and assigns. This document and the terms hereof are intended solely for the benefit of the Parties and their successors and assigns, as expressly referred to herein. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

20. Authority and Validity. Each Party represents and warrants to the other Party that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

21. Miscellaneous.

(a) The terms, benefits, and privileges set forth in this Agreement shall be deemed and taken to be covenants running with the Easement Areas and shall be binding upon the Commission and its successors and assigns having any interest in the Easement Areas.

(b) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(c) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(d) This Agreement has been negotiated, executed and delivered in Illinois, and it shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, including the law of public trust with respect to the use and occupation of the Easement Areas. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

(e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

(g) This Agreement, and all provisions of the Water Supply Agreement referenced herein, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the Parties. In the event of a conflict between the Water Supply Agreement and this Agreement, the Water Supply Agreement shall govern. An amendment to the Easement Area or the term (i.e., start and end date) of any Easement shall be set forth in an amendment in recordable form and shall include the amended term or the legal description and plat of easement for such amended Easement Area(s) and shall be subject to payment by the Commission of an additional amount of compensation, determined pursuant to the formula in Exhibit 2 of this Agreement.

(h) The Commission shall record, at its sole cost and expense, this Easement Agreement and any amendments thereto; or, in the alternative, the Parties may agree to prepare a memorandum of easement agreement or amendment to easement agreement in a mutually agreeable form which will be recorded by the Commission.

22. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code, the Commission warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code and agrees that a violation of Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560 of the Municipal Code by the Commission, whether or not in the performance of this Agreement, shall constitute a breach of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Commission and Chicago have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
Alfonzo Conner
Commissioner
Department of Water Management

IN WITNESS WHEREOF, the Commission and Chicago have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

GRAND PRAIRIE WATER COMMISSION,
a regional water commission, municipal corporation, and body politic and corporate

By: _____
Clarence C. DeBold
Chair

ATTEST:

By: _____
John D. Noak
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Clarence C. DeBold and John D. Noak, personally known to me to be the Chair and Secretary, respectively, of the Grand Prairie Water Commission ("Commission"), and 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 as such Chair and Secretary, they signed and delivered the said instrument pursuant to authority given them on behalf of the Commission, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

_____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Alfonzo Conner, personally known to me to be the Commissioner of the Department of Water Management of Chicago, Illinois ("Chicago"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner she signed and delivered the said instrument pursuant to authority given her on behalf of Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

_____
Notary Public

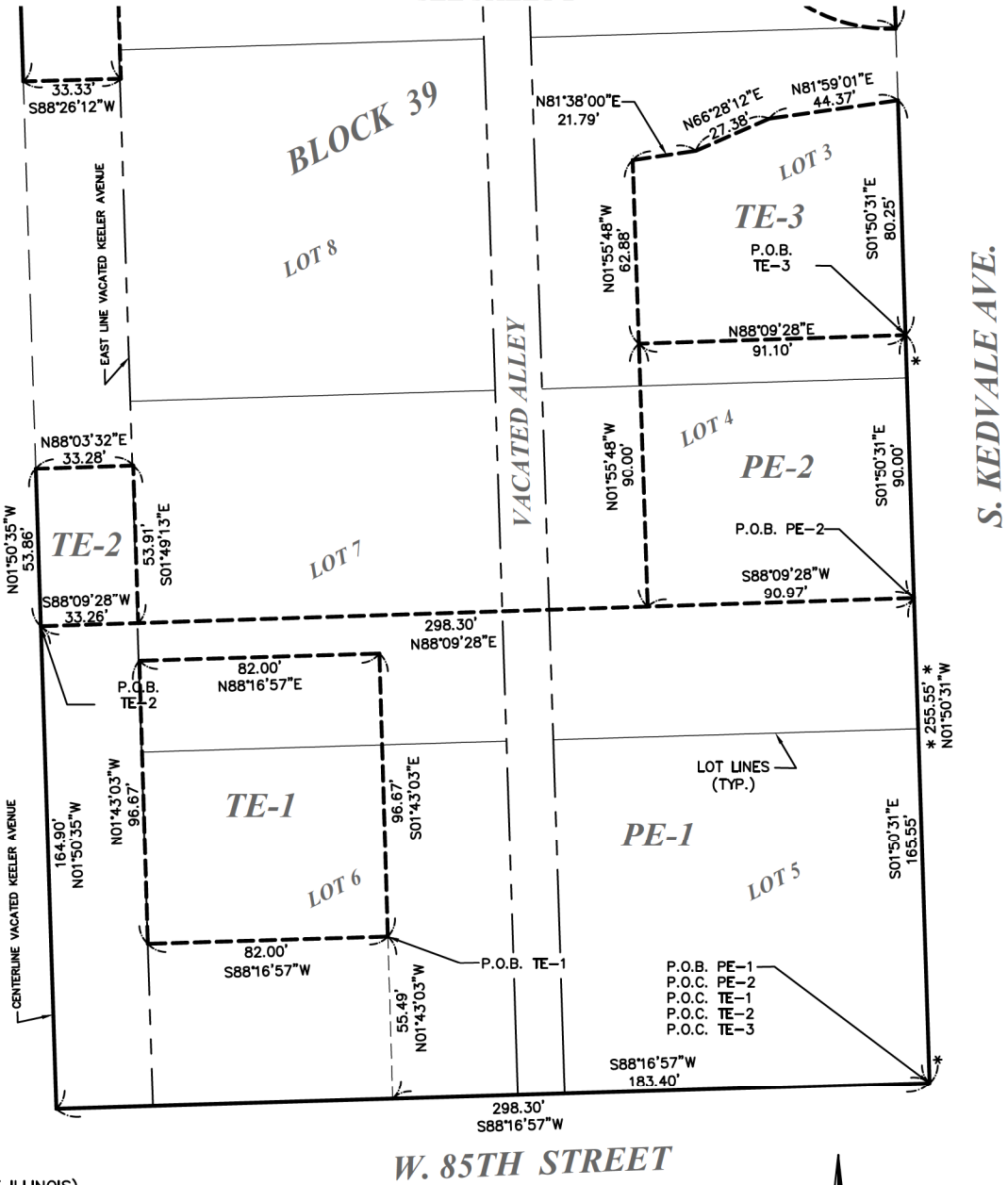
Exhibit 1 to Easement Agreement

Plat of Easement and Legal Descriptions

[Attached]

PLAT OF EASEMENT

SEE SHEET 2



STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

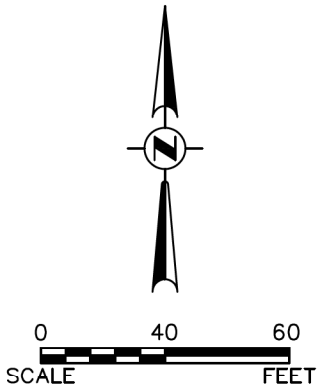
THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS PLAT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,

THIS 31ST DAY OF JULY, 2023.

By _____
PROFESSIONAL LAND SURVEYOR #3678
EXP–11–30–24

ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184–002003
EXP–04–30–25

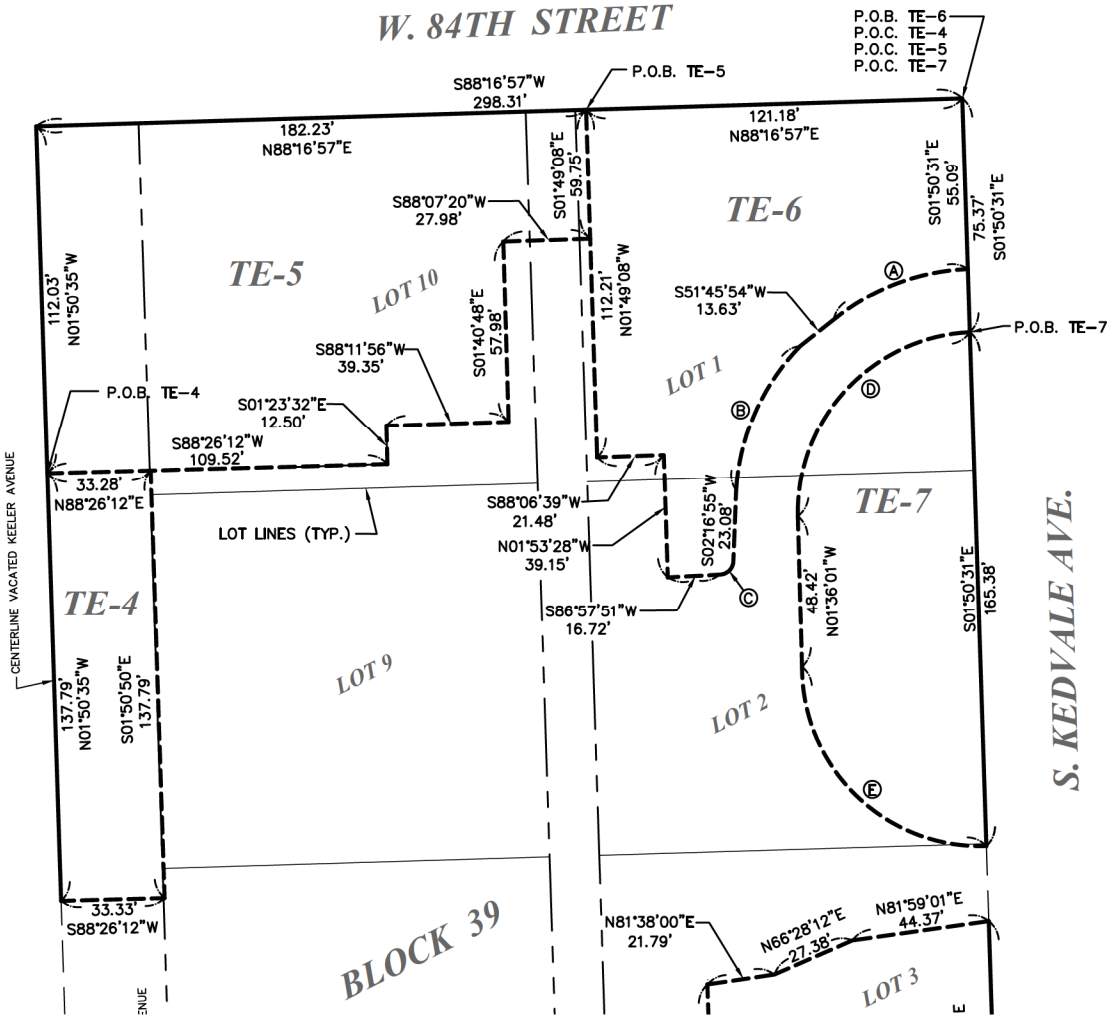


THE CITY OF CHICAGO
P.I.N. 19–34–412–011

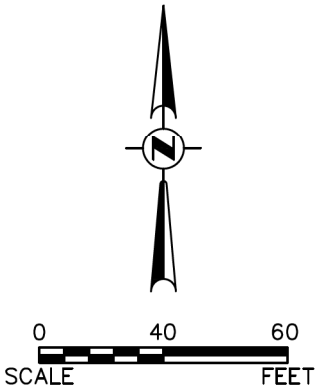
Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO. JO2201RB
FILE NO JO2201RB–CITY OF CHICAGO

PLAT OF EASEMENT



SEE SHEET 1



THE CITY OF CHICAGO
P.I.N. 19-34-412-011

Ⓐ RAD. = 73.31'
ARC = 46.97'
CH BRG. = S69°20'56"W
CHORD = 46.17'

Ⓑ RAD. = 73.01'
ARC = 52.20'
CH BRG. = S23°51'50"W
CHORD = 51.09'

Ⓒ RAD. = 4.49'
ARC = 6.25'
CH BRG. = S49°23'40"W
CHORD = 5.76'

Ⓓ RAD. = 58.24'
ARC = 89.87'
CH BRG. = N42°59'01"E
CHORD = 81.21'

Ⓔ RAD. = 57.37'
ARC = 92.23'
CH BRG. = N45°54'19"W
CHORD = 82.62'

Engineering Enterprises, Inc.
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Sugar Grove, Illinois 60554
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PROJECT NO. JO2201RB
FILE NO JO2201RB-CITY OF CHICAGO

PLAT OF EASEMENT

LEGAL DESCRIPTIONS:

PE–1:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 298.30 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 164.90 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST, 298.30 FEET TO THE EAST LINE OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 165.55 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING:
COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 183.40 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 55.49 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 82.00 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 96.67 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 82.00 FEET; THENCE SOUTH 01 DEGREE 43 MINUTES 03 SECONDS EAST, 96.67 FEET TO THE POINT OF BEGINNING.

PE–2:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE NORTH 01 DEGREE 50 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 165.55 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 90.97 FEET; THENCE NORTH 01 DEGREE 55 MINUTES 48 SECONDS WEST, 90.00 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST, 91.10 FEET TO THE EAST LINE OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 90.00 FEET TO THE POINT OF BEGINNING.

TE–1:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 183.40 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 55.49 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 82.00 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 96.67 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 82.00 FEET; THENCE SOUTH 01 DEGREE 43 MINUTES 03 SECONDS EAST, 96.67 FEET TO THE POINT OF BEGINNING.

TE–2:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, A DISTANCE OF 298.30 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 164.90 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 53.86 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 32 SECONDS EAST, 33.28 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 13 SECONDS EAST, 53.91 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 33.26 FEET TO THE POINT OF BEGINNING.

TE–3:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE NORTH 01 DEGREE 50 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 255.55 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 91.10 FEET; THENCE NORTH 01 DEGREE 55 MINUTES 48 SECONDS WEST, 62.88 FEET; THENCE NORTH 81 DEGREES 38 MINUTES 00 SECONDS EAST, 21.79 FEET; THENCE NORTH 66 DEGREES 28 MINUTES 12 SECONDS EAST, 27.38 FEET; THENCE NORTH 81 DEGREES 59 MINUTES 01 SECOND EAST, 44.37 FEET TO THE EAST LINE OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 80.25 FEET TO THE POINT OF BEGINNING.

Engineering Enterprises, Inc.
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630.466.6700 / www.eeiweb.com

PROJECT NO. J02201RB
FILE NO J02201RB–CITY OF CHICAGO

PLAT OF EASEMENT

TE–4:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK 39, A DISTANCE OF 298.31 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 112.03 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 26 MINUTES 12 SECONDS EAST, 33.28 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 50 SECONDS EAST, 137.79 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 12 SECONDS WEST, 33.33 FEET TO SAID CENTERLINE, THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 137.79 FEET TO THE POINT OF BEGINNING.

TE–5:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK 39, A DISTANCE OF 121.18 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 49 MINUTES 08 SECONDS EAST, 59.75 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 20 SECONDS WEST, 27.98 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 48 SECONDS EAST, 57.98 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 56 SECONDS WEST, 39.35 FEET; THENCE SOUTH 01 DEGREE 23 MINUTES 32 SECONDS EAST, 12.50 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 12 SECONDS WEST, 109.52 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 112.03 FEET TO THE SOUTH LINE OF WEST 84TH STREET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 182.23 FEET TO THE POINT OF BEGINNING.

TE–6:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 55.09 FEET; THENCE WESTERLY 46.97 FEET ALONG A CURVE TO THE LEFT WITH RADIUS OF 73.31 FEET, CHORD BEARING SOUTH 69 DEGREES 20 MINUTES 56 SECONDS WEST, AND CHORD LENGTH OF 46.17 FEET; THENCE SOUTH 51 DEGREES 45 MINUTES 54 SECONDS WEST, 13.63 FEET; THENCE SOUTHERLY 52.20 FEET ALONG A CURVE TO THE LEFT WITH RADIUS OF 73.01 FEET, CHORD BEARING SOUTH 23 DEGREES 51 MINUTES 50 SECONDS WEST, AND CHORD LENGTH OF 51.09 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 55 SECONDS WEST, 23.08 FEET; THENCE SOUTHWESTERLY 6.25 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 4.49 FEET, CHORD BEARING SOUTH 49 DEGREES 23 MINUTES 40 SECONDS WEST, AND CHORD LENGTH OF 5.76 FEET; THENCE SOUTH 86 DEGREES 57 MINUTES 51 SECONDS WEST, 16.72 FEET; THENCE NORTH 01 DEGREE 53 MINUTES 28 SECONDS WEST, 39.15 FEET; THENCE SOUTH 88 DEGREES 06 MINUTES 39 SECONDS WEST, 21.48 FEET; THENCE NORTH 01 DEGREE 49 MINUTES 08 SECONDS WEST, 112.21 FEET TO THE NORTH LINE OF SAID BLOCK 39; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID NORTH LINE, 121.18 FEET TO THE POINT OF BEGINNING.

TE–7:

THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 75.37 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 165.38 FEET; THENCE NORTHWESTERLY 92.23 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 57.37 FEET, CHORD BEARING NORTH 45 DEGREES 54 MINUTES 19 SECONDS WEST, AND CHORD LENGTH OF 82.62 FEET; THENCE NORTH 01 DEGREE 36 MINUTES 01 SECOND WEST, 48.42 FEET; THENCE NORTHEASTERLY 89.87 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 58.24 FEET, CHORD BEARING NORTH 42 DEGREES 59 MINUTES 01 SECOND EAST AND CHORD LENGTH OF 81.21 FEET TO THE POINT OF BEGINNING.

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO. JO2201RB
FILE NO JO2201RB–CITY OF CHICAGO

PE-1: THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 298.30 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 164.90 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST, 298.30 FEET TO THE EAST LINE OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 165.55 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 183.40 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 55.49 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 82.00 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 96.67 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 82.00 FEET; THENCE SOUTH 01 DEGREE 43 MINUTES 03 SECONDS EAST, 96.67 FEET TO THE POINT OF BEGINNING.

PE-2: THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE NORTH 01 DEGREE 50 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 165.55 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 90.97 FEET; THENCE NORTH 01 DEGREE 55 MINUTES 48 SECONDS WEST, 90.00 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST, 91.10 FEET TO THE EAST LINE OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 90.00 FEET TO THE POINT OF BEGINNING.

TE-1: THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, 183.40 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 55.49 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 82.00 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 03 SECONDS WEST, 96.67 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 82.00 FEET; THENCE SOUTH 01 DEGREE 43 MINUTES 03 SECONDS EAST, 96.67 FEET TO THE POINT OF BEGINNING.

TE-2: THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 39, A DISTANCE OF 298.30 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 164.90 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 53.86 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 32 SECONDS EAST, 33.28 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 13 SECONDS EAST, 53.91 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 33.26 FEET TO THE POINT OF BEGINNING.

TE-3: THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 39; THENCE NORTH 01 DEGREE 50 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 255.55 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, 91.10 FEET; THENCE NORTH 01 DEGREE 55 MINUTES 48 SECONDS WEST, 62.88 FEET; THENCE NORTH 81 DEGREES 38 MINUTES 00 SECONDS EAST, 21.79 FEET; THENCE NORTH 66 DEGREES 28 MINUTES 12 SECONDS EAST, 27.38 FEET; THENCE NORTH 81 DEGREES 59 MINUTES 01 SECOND EAST, 44.37 FEET TO THE EAST LINE OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 80.25 FEET TO THE POINT OF BEGINNING.

TE-4: THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK 39, A DISTANCE OF 298.31 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 112.03 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 26 MINUTES 12 SECONDS EAST, 33.28 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 50 SECONDS EAST, 137.79 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 12 SECONDS WEST, 33.33 FEET TO SAID CENTERLINE, THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 137.79 FEET TO THE POINT OF BEGINNING.

TE-5: THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE

LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK 39, A DISTANCE OF 121.18 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 49 MINUTES 08 SECONDS EAST, 59.75 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 20 SECONDS WEST, 27.98 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 48 SECONDS EAST, 57.98 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 56 SECONDS WEST, 39.35 FEET; THENCE SOUTH 01 DEGREE 23 MINUTES 32 SECONDS EAST, 12.50 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 12 SECONDS WEST, 109.52 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 112.03 FEET TO THE SOUTH LINE OF WEST 84TH STREET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 182.23 FEET TO THE POINT OF BEGINNING.

TE-6: THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 55.09 FEET; THENCE WESTERLY 46.97 FEET ALONG A CURVE TO THE LEFT WITH RADIUS OF 73.31 FEET, CHORD BEARING SOUTH 69 DEGREES 20 MINUTES 56 SECONDS WEST, AND CHORD LENGTH OF 46.17 FEET; THENCE SOUTH 51 DEGREES 45 MINUTES 54 SECONDS WEST, 13.63 FEET; THENCE SOUTHERLY 52.20 FEET ALONG A CURVE TO THE LEFT WITH RADIUS OF 73.01 FEET, CHORD BEARING SOUTH 23 DEGREES 51 MINUTES 50 SECONDS WEST, AND CHORD LENGTH OF 51.09 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 55 SECONDS WEST, 23.08 FEET; THENCE SOUTHWESTERLY 6.25 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 4.49 FEET, CHORD BEARING SOUTH 49 DEGREES 23 MINUTES 40 SECONDS WEST, AND CHORD LENGTH OF 5.76 FEET; THENCE SOUTH 86 DEGREES 57 MINUTES 51 SECONDS WEST, 16.72 FEET; THENCE NORTH 01 DEGREE 53 MINUTES 28 SECONDS WEST, 39.15 FEET; THENCE SOUTH 88 DEGREES 06 MINUTES 39 SECONDS WEST, 21.48 FEET; THENCE NORTH 01 DEGREE 49 MINUTES 08 SECONDS WEST, 112.21 FEET TO THE NORTH LINE OF SAID BLOCK 39; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID NORTH LINE, 121.18 FEET TO THE POINT OF BEGINNING.

TE-7: THAT PART OF BLOCK 39 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF THE EAST 1/2 OF VACATED KEELER AVENUE LYING WEST OF AND ADJACENT TO SAID BLOCK 39, ALSO ALL THAT PART OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 39, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE SOUTH 01 DEGREE 50 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 39, A DISTANCE OF 75.37 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 50 MINUTES 31 SECONDS EAST, ALONG SAID EAST LINE, 165.38 FEET; THENCE NORTHWESTERLY 92.23 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 57.37 FEET, CHORD BEARING NORTH 45 DEGREES 54 MINUTES 19 SECONDS WEST, AND CHORD LENGTH OF 82.62 FEET; THENCE NORTH 01 DEGREE

36 MINUTES 01 SECOND WEST, 48.42 FEET; THENCE NORTHEASTERLY 89.87 FEET ALONG A CURVE TO THE RIGHT WITH RADIUS OF 58.24 FEET, CHORD BEARING NORTH 42 DEGREES 59 MINUTES 01 SECOND EAST AND CHORD LENGTH OF 81.21 FEET TO THE POINT OF BEGINNING.

Commonly known as: 8422 South Kedvale Avenue (a/k/a 8405 S. Keeler Avenue) (partial)
Chicago, Illinois 60652

PIN: 19-34-412-011-0000 (partial)

Exhibit 2 to Easement Agreement

Permitted Uses, Timeframes and Compensation
For Each Southwest Pumping Station Site Easement and Each Temporary Easement

[Attached]

Easement ID (Contract)	Area (square Feet) (SF)	Type of Easement	Land Ownership	Chicago Contractor Use Start*	Chicago Contractor Use End*	GPWC Contractor Use Start*	GPWC Contractor Use End*	Duration of GPWC Contractor Use for Calculation of TE Compensation*	
								months	years
PE-1 (01-01/-02/-03)	41,361	Permanent*	Chicago	None	None	2/1/2025	6/30/2030	N/A	
PE-2 (01-01)	8,193	Permanent*	Chicago	None	None	2/1/2025	12/31/2026	N/A	
PE-2 (Tunnel Connection)	8,193		Chicago	1/1/2027	9/30/2027				
PE-2 (01-02/-03)	8,193	Permanent*	Chicago	None	None	10/1/2027	6/30/2030		
TE-1 (01-01/-02/-03)	7,927	Temporary*	Chicago	None	None	2/1/2025	5/31/2030	64.0	5.3
TE-2 (01-01/-02/-03)	1,793	Temporary*	Chicago	None	None	2/1/2025	5/31/2030	64.0	5.3
TE-3 (01-01)	6,611	Temporary*	Chicago	None	None	2/1/2025	12/31/2026	56.0	4.7
TE-3 (Tunnel Connection)	6,611		Chicago	1/1/2027	9/30/2027				
TE-3 (01-02/-03)	6,611	Temporary*	Chicago	None	None	10/1/2027	6/30/2030		
TE-4 (01-01/-02/-03)	4,589		Chicago	None	None	2/1/2025	6/30/2030	65.0	5.4
TE-5 (01-01)	17,404	Temporary*	Chicago	None	None	2/1/2025	12/31/2026	46.0	3.8
TE-5 (Tunnel Connection)	17,404		Chicago	1/1/2027	7/31/2028	None	None		
TE-5 (01-02/-03)	17,404	Temporary*	Chicago	None	None	8/1/2028	6/30/2030		
TE-6 (01-01)	11,355	Temporary*	Chicago	None	None	6/1/2025	9/30/2026	38.0	3.2
TE-6 (Tunnel Connection)	11,355		Chicago	1/1/2027	7/31/2028	None	None		
TE-6 (01-02/-03)	11,355	Temporary*	Chicago	None	None	8/1/2028	5/31/2030		
TE-7 (01-01)	8,054	Temporary*	Chicago	None	None	6/1/2025	9/30/2026	44.0	3.7
TE-7 (Tunnel Connection)	8,054		Chicago	1/1/2027	1/31/2028	None	None		
TE-7 (01-02/-03)	8,054	Temporary*	Chicago	None	None	2/1/2028	5/31/2030		

*Subject to change based on final design

Easement Name	**Area* (square feet) (SF)**	**Unit Price Compensation** (DIV = Diminution in Value)	**Total Compensation**
Permitted Use for PE-1 and PE-2 is the construction, installation, operation, maintenance, repair, relocation, removal, expansion and replacement of the Commission New Water Supply Infrastructure			
PE-1	41,361	$5.86/SF plus $0.50/SF Premia, 10% DIV for Remainder, 179,578 SF whole site	$397,500
PE-2	8,193		
Permitted Use for TE-1 through TE-7, inclusive, is the construction and installation of the Commission New Water Supply Infrastructure, Tunnel Extension, Low Service Pump Station and Chicago Service Valve.			
TE-1	7,927	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$26,667
TE-2	1,793	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$5,867
TE-3	6,611	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$19,600
TE-4	4,589	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$15,708
TE-5	17,404	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$42,550
TE-6	11,355	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$22,800
TE-7	8,054	$5.86/SF plus $0.50/SF Premia, 10%/year, no DIV for Remainder	$18,700
		[Note: Total may not foot due to rounding]	Total: $549,392**

*Subject to change based on final design

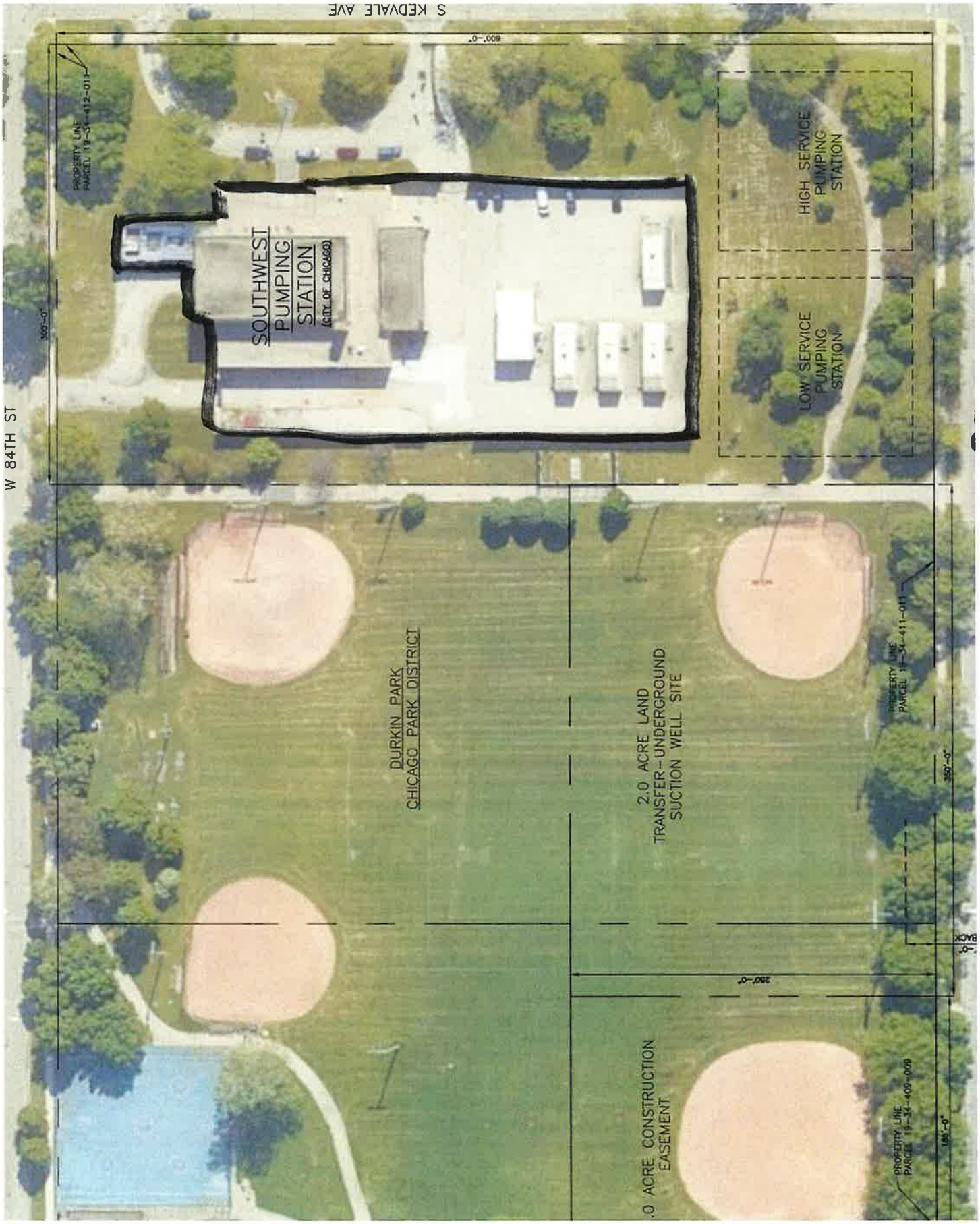
**The original Total Compensation under the 2023 SWPS Easement Agreement was $549,425, which is the amount that was paid to Chicago by Joliet. The Total Compensation in this Agreement is as shown, which is $33 less than the original Total Compensation.

Exhibit 3

Improvements

[Attached]

Exhibit 3


S KEDVALE AVE
W 84TH ST
SOUTHWEST PUMPING STATION (CITY OF CHICAGO)
HIGH SERVICE PUMPING STATION
LOW SERVICE PUMPING STATION
DURKIN PARK CHICAGO PARK DISTRICT
2.0 ACRE LAND TRANSFER-UNDERGROUND SUCTION WELL SITE
.0 ACRE CONSTRUCTION EASEMENT
PROPERTY LINE PARCEL 19-34-412-011
PROPERTY LINE PARCEL 19-34-411-011
PROPERTY LINE PARCEL 19-34-409-009
600'-0"
350'-0"
250'-0"

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING, PLEASE RETURN TO:

City of Chicago
Department of Law
Real Estate & Land Use Division
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602

(The Above Space for Recorder's Use Only)

FIRST AMENDED AND RESTATED EASEMENT AGREEMENT FOR DURKIN PARK

This First Amended and Restated Easement Agreement ("Agreement") is entered into on or as of the ____day of _____, 2025 ("Assignment Date"), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government ("Chicago"), by and through its Department of Water Management (including any successor department thereto, "DWM"), and the Grand Prairie Water Commission ("Commission"), a regional water commission, municipal corporation, and body politic and corporate established pursuant to the Regional Water Commissions Act, 65 ILCS 5/11-135.5-1 et seq. Chicago and the Commission are sometimes referred to herein jointly as the "Parties" or individually as a "Party." This Agreement has been authorized by an ordinance adopted by the City Council of the City of Chicago ("Chicago City Council") on April 19, 2023, and by an ordinance adopted by the Commission's Board of Commissioners on August __, 2025.

RECITALS

WHEREAS, Chicago is the owner of the approximately 87,500 square feet of land legally described on Exhibit 1 attached hereto and depicted on the plat of easement (the "Plat") attached hereto as Exhibit 2 (such described and depicted land, the "Easement Area"), which is a portion of Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652, the remainder of which park is owned by the Chicago Park District (the "District"); and

WHEREAS, the Easement Area is directly adjacent on the west to Chicago-owned property located at 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois

60652 (PIN 19-34-412-011-0000), which is the site of DWM's Southwest Pumping Station (the "Station"); and

WHEREAS, pursuant to an Intergovernmental Agreement dated July 30, 2021 (the "IGA") by and between the District and Chicago, the District has previously conveyed, via quitclaim deed (the "District Deed"), the Easement Area to Chicago for the construction and operation of that certain suction well to be installed as an underground tank in the Easement Area and including all underground and above-ground structures and appurtenances necessary for the operation and maintenance of said suction well, which will be used to supply water to the City of Joliet ("Joliet") and any regional commission or similar body which may succeed Joliet with respect to such water supply (collectively, the "Suction Well"), all as depicted in Exhibit 3 attached hereto; and

WHEREAS, Chicago and the District have entered into a lease dated concurrently herewith ("Lease"), which Lease has been recorded with the Office of the Cook County Clerk as Document No. 2321357007 on August 1, 2023, pursuant to which the District will use the Easement Area for normal active and passive sports and public recreational use as part of the larger Durkin Park; and

WHEREAS, Chicago and Joliet have entered into that certain Water Supply Agreement, dated as of May 1, 2023 (the "2023 WSA"); and

WHEREAS, Section 22.2 of the 2023 WSA provided that upon the formation of a regional water commission of which Joliet was a member, Joliet shall assign the 2023 WSA to that regional water commission, and Grand Prairie Water Commission is a regional water commission of which Joliet is a member; and

WHEREAS, Joliet has assigned the 2023 WSA to the Commission and Chicago and the Commission have entered into that certain First Amended and Restated Water Supply Agreement dated August __, 2025 (the "Water Supply Agreement"). Capitalized terms not defined in this Agreement shall have the meanings set forth in the Water Supply Agreement; and

WHEREAS, pursuant to the 2023 WSA, Chicago and Joliet entered into that certain Easement Agreement for Durkin Park dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428019 on August 22, 2023) ("2023 Durkin Park Easement Agreement"), pursuant to which Chicago granted to Joliet an exclusive easement on and under the Easement Area; and

WHEREAS, Section 8 of the 2023 Durkin Park Easement Agreement provides that in the event of the assignment of the 2023 WSA pursuant to Article 22 of the 2023 WSA, the 2023 Durkin Park Easement Agreement shall be assigned as provided in such Article 22; and

WHEREAS, Joliet has assigned, and the Commission has determined that it is in its best interests to accept assignment of, the 2023 Durkin Park Easement Agreement and enter into this amended and restated version of the 2023 Durkin Park Easement Agreement that includes amendments to reflect various modifications pertaining to the relationship between Chicago and the Commission; and

WHEREAS, the Commission shall use the Easement Area for the construction, operation, maintenance and repair of the Suction Well as well as for an access road serving the Southwest Pumping Station Site located on the vacated Keeler Avenue portion of the Easement Area, and for construction activities during the initial construction of the remaining portion of the Commission

New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure (collectively, the "Permitted Use") pursuant to this Agreement and the Water Supply Agreement; and

WHEREAS, pursuant to the Water Supply Agreement, not later than (a) the end of the period of contractor use described in Exhibit 4 of two (2) years and six (6) months, or as amended pursuant to Exhibit 4, and (b) the completion of construction of the Suction Well and construction activities during the initial construction of the remaining portion of the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, the Commission shall at its sole cost and expense restore the surface (i.e., at grade) of the Easement Area (the "Surface Easement Area") as a natural grass turf surface or any other improvement on the Durkin Site, the Durkin Temporary Construction Easement Area (which is defined in the Water Supply Agreement as "that certain designated land area, the temporary use of which CPD grants to Joliet for the period between July 31, 2023 and the Effective Date [of the Water Supply Agreement] and to the Commission from and after the Effective Date [of the Water Supply Agreement] pursuant to the Durkin Temporary Construction Easement Agreement") or both, mutually agreed upon up to Nine Hundred Thousand Dollars ($900,000) construction value in 2020 dollars, for normal active and passive sports and public recreational usage. Upon acceptance of this restoration of this Surface Easement Area by Chicago with concurrence of the District, the District's use of the Easement Area for normal active and passive sports and public recreational usage shall no longer be suspended and shall continue pursuant to the Lease, and the Commission shall have the right to use the Surface Easement Area for the Permitted Use and the Permitted Use shall be performed on those areas on which are located the above-ground structures and appurtenances necessary for the operation and maintenance of the Suction Well and other areas as necessary for the Permitted Use from time to time; and

WHEREAS, Chicago hereby determines that entering into this Agreement with the Commission is a function pertaining to Chicago's government and affairs; and

WHEREAS, the Commission hereby determines it is within its powers granted in the RWC Act and other statutory and constitutional provisions to accept assignment of the 2023 Durkin Park Easement Agreement from Joliet and enter into this Agreement, which is an amended and restated version of the 2023 Durkin Park Easement Agreement that includes amendments to reflect various modifications pertaining to the relationship between Chicago and the Commission;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals; Acknowledgements.

(a) The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

(b) Assignment. The Parties agree that, pursuant to that certain "Assignment and Amendment of Water Supply Agreement – City of Chicago and City of Joliet" by, between and among Chicago, the Commission and Joliet dated August __, 2025 ("Assignment Agreement") and which became effective concurrent with or immediately prior to this Agreement, Chicago, the Commission and Joliet have made representations to each other regarding the performance of actions pursuant to the 2023 Durkin Park Easement Agreement, and that Chicago and the Commission have agreed as follows :

i. Joliet has assigned to the Commission all the rights, duties, obligations, claims and liabilities in and pertaining to the 2023 WSA and the Ancillaries (as defined in the 2023 WSA); and

ii. The Commission has accepted that assignment and has accepted and assumes all the rights, duties, obligations, claims and liabilities of Joliet in the 2023 WSA and the Ancillaries (as defined in the 2023 WSA), and has executed the Water Supply Agreement with Chicago; and

iii. Chicago has consented to the assignment of the 2023 WSA and the Ancillaries (as defined in the 2023 WSA) by Joliet to the Commission, and has executed the Water Supply Agreement with the Commission; and

iv. As a part of the Assignment Agreement, Chicago and the Commission agreed to enter into this First Amended and Restated Easement Agreement to implement the assignment and reflect necessary modifications to the 2023 Durkin Park Easement Agreement to enable Chicago and the Commission to proceed with the sale of Water by Chicago to the Commission and the purchase of Water by the Commission from Chicago.

(c) Performance of Actions and Obligations. Chicago and the Commission recognize and agree that (i) during that portion of the Term (as defined in Section 3(b)) of this Agreement between the Effective Date (defined in Section 3 below) and the Assignment Date, certain actions were taken and obligations performed by Joliet pursuant to the 2023 WSA and (ii) from and after the Assignment Date, the Commission will become the holder of the Easement (as defined in Section 2) on and under the Easement Area under this Agreement.

2. Grant of Easement. Subject to the terms and conditions of this Agreement, Chicago hereby grants to the Commission, subject to the Lease, an exclusive easement ("Easement") on and under the Easement Area for the Permitted Use, which the Commission shall undertake at the Commission's sole cost and expense.

3. Terms. The following terms and conditions apply to the Easement:

(a) The Easement is an easement appurtenant in favor of the Commission.

(b) The Easement granted under this Agreement commenced on July 31, 2023 (the "Effective Date") and thereafter is coterminous with the Water Supply Agreement. The "Term" of this Agreement shall be the Effective Date through the date on which it expires, unless terminated earlier in accordance with its terms. If disposition of the Suction Well is required pursuant to and following the termination of the Water Supply Agreement, then the termination date of this Agreement shall be extended by mutual agreement of the Parties for the purpose of performing such disposition as required by Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement.

(c) The Commission represents and warrants to Chicago that its contractors are and shall be licensed, insured and bonded, as required by applicable law, ordinance or code, to perform the Permitted Use.

(d) Compensation. Prior to the Assignment Date, Joliet has paid to Chicago the dollar amounts set forth in Exhibit 4 attached hereto, which represents the Parties' determination of the value of the Easement, and no further payments are due as of the Assignment Date.

4. Commission's Obligations.

(a) As described in the Assignment Agreement, Joliet has provided, and from and after the Assignment Date the Commission shall provide, proposed plans and specifications to Chicago for design, construction and future capital improvements review as provided in Articles 8 and 15 of the Water Supply Agreement until such time as the plans and specifications are approved as provided in Articles 8 and 15 of the Water Supply Agreement. Any such construction or future capital improvements shall be designed and constructed in compliance with all applicable Laws in effect at the time. Chicago may, at its discretion, involve the District in Chicago's design review of proposed plans and specifications for proposed work on the Easement Area and other land owned by the District. The Commission shall coordinate with Chicago during design to identify any existing Chicago facilities, District facilities or utilities within the Easement Areas in order to minimize any impact to such facilities or utilities. If during construction the Commission encounters any existing Chicago facilities, District facilities or utilities within the Easement Area that were not identified on the plans and specifications approved by Chicago, then the Parties will coordinate to find a solution that minimizes any impact to those Chicago facilities, District facilities or utilities.

(b) The Commission shall be responsible for obtaining approvals of, and paying at its sole cost and expense for, any and all installations, removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or any other structures, located in, adjacent to, or in close proximity to, the Easement Area which are owned by Chicago, the District, or any third-party utility or entity, including, but not limited to, the Station, including the Station site and the Station's appurtenances, pavements, bridges, poles and other infrastructure and utilities, which are or may be necessary or appropriate to facilitate work by the Commission or its contractors or its agents related to the Suction Well. The Commission shall be responsible for obtaining the consent of and making suitable arrangements with all applicable entities owning or having an interest in such structures, including any department of Chicago.

(c) The Commission, at its sole cost and expense, shall secure all necessary permits and approvals for the Permitted Use, and provide all legally required public notices, if any, for the Permitted Use in accordance with the Water Supply Agreement.

(d) Disposal Obligations. The Commission shall be responsible for the proper removal, transportation and disposal of all "Hazardous Substances", "Waste", "Contaminants", and any "Other Regulated Material", each as defined below, that is encountered as part of or resulting from its use (or Joliet's use, if any) of the Easement Area or its performing or causing to be performed (or Joliet's performing or causing to be performed) any environmental investigations in the Easement Area (see Section 4(i)).

Unless sufficient testing is performed to determine compliance with Illinois Environmental Protection Agency ("IEPA") Clean Construction and Demolition Debris ("CCDD") regulations, all soil being removed during construction must be disposed of in accordance with applicable regulations to a Resource Conservation and Recovery Act

("RCRA") "Subtitle D" landfill. If soil or CCDD must be removed from the Easement Area, it must be disposed of at a properly permitted landfill with prior approval from the Chicago Department of Fleet and Facility Management, or any successor department thereto ("DFFM"). No soil or materials generated from the Easement Area can be disposed as "uncontaminated soil" using an IEPA LPC-662 Source Site Certification, unless approved by DFFM, with such approval not to be unreasonably withheld, conditioned, or delayed. All soil disposed as CCDD or uncontaminated soil must be sampled and an LPC-663 Uncontaminated Soil Certification must be used.

The Commission must obtain written approval from DFFM of all reuse, recycling and disposal locations before any Hazardous Substances, Waste, Contaminants or Other Regulated Material may be sent to such locations. If soil is sent to a location that is not approved by DFFM, the Commission must retrieve the materials and take them to an approved location at the Commission's sole cost and expense.

Definitions. The following terms have the following meanings for purposes of this Agreement:

i. "Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

ii. "Environmental Law(s)" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of Chicago ("Municipal Code"); and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

iii. "Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

iv. "Law" means any applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time

to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

v. "Other Regulated Material" means any Waste, Contaminant, material meeting 35 Ill. Adm. Code 742.305, or any other material, not otherwise specifically listed or designated as a hazardous substance, as defined in 415 ILCS 5/3.215, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons, such as chlorine.

vi. "Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* (including but not limited to 415 ILCS 5/3.535), as amended from time to time, as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

(e) Generator Designation. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, the Commission shall ensure that either the Commission or its contractor, subcontractor, or other party working on behalf of the Commission signs such documents.

(f) Imported Material. Any backfill material brought on to the Easement Area must be either (i) certified virgin stone or (ii) tested for Target Compound List parameters (35 Ill. Adm. Code 740, Appendix A) and meet the most stringent objectives for residential land use included in 35 Ill. Adm. Code 742, Appendix B, Table A. Based on the scope of work, DFFM may waive this requirement, with such waiver not to be unreasonably withheld, conditioned, or delayed.

i. Quarry generated virgin source materials do not need to be tested, but certification from the source (quarry) must be provided to DFFM prior to importing the material to the Easement Area.

ii. Tested material shall be verified by providing results from a laboratory accredited by the IEPA's Environmental Laboratory Accreditation Program. The date of the analysis shall be within 90 days of importing such material to the Easement Area unless otherwise approved by Chicago. Prior to importing, non-virgin source materials shall be sampled at a frequency of one (1) sample per 500 cubic yards per source unless otherwise approved by Chicago, with such approval not to be unreasonably withheld, conditioned, or delayed.

iii. The Commission must keep copies of all daily reports, transport manifests, and weight tickets or receipts (as applicable) documenting all materials imported to the Easement Area and detailing where they were specifically placed for a period of five (5) years from each of the following: (a) the inception of any construction work authorized by this Agreement; and (b) the performance of any Future Maintenance and Repair, Emergency Action or Normal Activities. At the end of each such five (5) year period, all

records must be provided to DWM and such other Chicago department that is identified by Chicago, in writing, as responsible for records relating to the Easement Area. In the alternative, the Commission, at its option, may provide such records to DWM or such other Chicago department that is identified by Chicago, in writing, as responsible for records relating to the Easement Area, sooner than such five (5) year period and the Commission will not be obligated to maintain copies of such records after they are provided to Chicago in accordance with this sentence.

iv. No biosolids or biosolids-based products from the Metropolitan Water Reclamation District or any other source may be imported for any purpose.

(g) Environmental Requirements.

i. Any underground storage tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including 41 Ill. Adm. Code 175 and any identified leaking USTs must be properly addressed in accordance with 35 Ill. Adm. Code 734.

ii. All sampling should be conducted in accordance with all applicable subsections of Title 35: Environmental Protection, Subtitle G: Waste Disposal and Chapter I: Pollution Control Board of the Illinois Administrative Code.

iii. Unless otherwise approved by Chicago, all soil boring and/or monitoring wells installed must be properly abandoned within the term of this Agreement and pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code 920).

iv. If any bore holes exceed 30 feet in depth, gas levels must be measured at the surface of the borehole. If gas levels exceed the warning level (10-20% of Lower Explosive Limit (LEL)), all drilling and construction activities in the immediate vicinity of the borehole must be stopped. Once the gas meter levels indicate that the methane in the borehole has dissipated or is below the warning level (10-20% of LEL), the construction activities may continue.

v. The Commission and its contractors shall not use or store any Hazardous Substances or Other Regulated Material on the Easement Area, other than as may be necessary for the vehicles, materials and equipment to accomplish the Permitted Uses using standard industry practices and for disinfection of the Tunnel Extension, Low Service Pump Station, Chicago Service Valve and the Commission New Water Supply Infrastructure (as those terms are defined in the Water Supply Agreement), unless otherwise approved by Chicago, with such approval not to be unreasonably withheld, conditioned, or delayed. If use of Hazardous Substances is necessary, the Commission shall provide Chicago (DFFM) with an annual inventory of the Hazardous Substances stored on site including the material, container size, maximum quantity stored, and storage location. The Safety Data Sheets for the Hazardous Substances will also be provided. The Commission shall at all times exercise due caution in their application to ensure appropriate use and prevent any accidental spillage or contamination. The Commission shall, and shall cause its contractors to, promptly notify Chicago if any Hazardous Substances are found or spilled on the Easement Area.

vi. A Soil Management Plan ("SMP") must be prepared and implemented during construction to document, at a minimum: the site-specific soil excavation, disposal, storage, and reuse procedures; imported material testing requirements; and environmental oversight plan. The SMP is subject to DFFM review and approval prior to being implemented, with such approval not to be unreasonably withheld, conditioned, or delayed. Based on the scope of work, DFFM may waive this requirement.

vii. If the Commission or its agents causes a spill or release of a Hazardous Substance during the construction, including any construction during start-up and commissioning of the Commission New Water Supply Infrastructure, the Tunnel Extension, or the Low Service Pump Station and Chicago Service Valve (as described in Article 8 of the Water Supply Agreement), the Commission and its agents must stop work immediately and contact DFFM's Environmental Health and Safety Bureau's Deputy Commissioner at 312-744-9139 and kimberly.worthington@cityofchicago.org, or other person as Chicago may identify by notifying the Commission. The Commission shall be responsible for cleaning up the spill including waste disposal as well as all notifications and reporting to any applicable agencies.

viii. The Commission and its agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, or Laws. Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

ix. In the event that the construction, including any construction during start-up and commissioning, if applicable, of the Commission New Water Supply Infrastructure, Tunnel Extension, Low Service Pump Station and Chicago Service Valve (as described in Article 8 of the Water Supply Agreement), is not completed and the Water Supply Agreement is terminated pursuant to Article 6 of the Water Supply Agreement, the Commission must restore the Easement Area in accordance with Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement. In addition, the Commission shall be responsible for any contamination that was caused, permitted or exacerbated during the construction of the Commission New Water Supply Infrastructure, Tunnel Extension, Low Service Pump Station and Chicago Service Valve, or any damage to the Easement Area or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Joliet (if any) or the Commission, including but not limited to, vandalism or misuse of the Easement Area, and shall undertake any repairs necessitated by such acts or omissions.

(h) Access Requirements.

i. For the purposes of this Lease and the Easement, the following terms shall have the following meanings:

"Future Maintenance and Repair" means planned activities requiring use of an Easement Area that would prevent park uses, which are (1) disturbing soils in the Easement Area, (2) bringing in heavy equipment, or (3) securing all or a portion of the Easement Area in order for maintenance and repair to be done.

"Emergency Action" means any work that results from unplanned events that require prompt or immediate action to protect the Commission

New Water Supply Infrastructure or the water supply, or property or persons within Durkin Park or the Southwest Pump Station Site and the immediate vicinity.

"Normal Operations" means water system operational and maintenance activities, other than Future Maintenance and Repair, that are performed in a manner so as not to interfere with the District's routine use and enjoyment of the Easement Area.

ii. The Commission will use the Easement Area for Normal Operations and no access permit or access agreement will be required by the District.

iii. If the Commission plans to perform "Future Maintenance and Repair," the Commission must notify Chicago and the District's Department of Planning and Construction, or any successor department, of same at least fourteen (14) days prior to the commencement of work, and must comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District or Chicago, and not unreasonably withheld or delayed. Future Maintenance and Repair will be scheduled to minimize impacts to the District's use, and the public's enjoyment, of the Easement Area.

iv. The Commission must notify Chicago and the District as soon as practicable of any "Emergency Action." In addition, the Commission must, as soon as practicable, but in no event more than 24 hours after the commencement of the Emergency Action, comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District or Chicago, and not unreasonably withheld or delayed.

(i) Environmental Investigation. The Commission, in its sole discretion and at its sole cost and expense, may, pursuant to a right of entry issued by Chicago containing a mutually agreed-upon scope of work, elect to perform environmental investigations of the Easement Area in accordance with Sections 4(d) and 4(g) above. For purpose of this Section 4(i), the term "environmental investigations" excludes the following: the use of a photoionization detector or equivalent future technology, as agreed to by Chicago, for scanning material before it is transported offsite. Any such right of entry shall be consistent with Article 8 and Article 21 of the Water Supply Agreement and issuance of any such right of entry by Chicago shall not be unreasonably withheld, delayed or denied. A right of entry is required when "excavation", as referenced in Section 8.7 of the Water Supply Agreement, is to be completed. For purposes of this Agreement, "excavation" is defined as any work that breaks or penetrates the ground surface. For environmental investigations that do not require excavation, but are for the purpose of identifying subsurface environmental conditions, the Commission is not required to obtain a right of entry from Chicago, but must submit a scope of work to Chicago and not commence such work until Chicago approves the scope of work, which approval will not be unreasonably withheld, delayed or denied.

5. Uses within the Easement Area.

(a) The Commission may not use or permit the use of the Easement Area for any purpose other than the Permitted Use, subject to the Lease.

(b) Chicago reserves the right to access the Easement Area at Chicago's sole discretion and as provided in the Water Supply Agreement. However, Chicago shall have no right to enter the Suction Well except in connection with matters pertaining to the Water Supply Agreement, and only with notice to and being accompanied by a representative of the Commission.

(c) This Easement shall be subject to the Lease, and the Lease shall be subject to this Easement. Chicago shall provide the Commission copies of the Lease and any amendments to it; any such amendments to the Lease that adversely affect the Commission's rights and obligations hereunder shall be subject to the Commission's prior written consent, which shall not be unreasonably withheld and shall be provided to Chicago within forty-five (45) business days. If the Commission does not provide Chicago within such forty-five (45) business days its written objection to a proposed Lease amendment that adversely affects its rights and obligations under this Agreement, the Commission shall be deemed to have consented to it.

(d) The Commission, its contractors, and its employees shall not perform or permit any work or use of the Easement Area that is illegal. The Commission, its contractors, and its employees shall not perform or permit any work that disturbs area residents beyond the normal construction activities that would occur in connection with facilities of the type included in the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure during periods of initial construction and any periods of Future Maintenance and Repair and Emergency Action. At the remaining times within the term of this Easement, the Commission, its contractors, and its employees shall not perform or permit any work that (i) is injurious to the Easement Area, (ii) unreasonably disturbs area residents, (iii) is illegal, or (iv) causes or may cause increases to the rate of insurance on the Easement Area. The Commission and its agents and employees shall not sell, give away or consume any alcoholic beverages or illegal drugs of any kind or nature on the Easement Area.

(e) The Commission shall not interfere, and shall not permit its contractors to interfere, with the District's access to the surface of Durkin Park that is above the Easement Area, or with the District's security, parking, equipment storage or grounds maintenance at Durkin Park.

(f) Chicago shall require the District and the District's agents, contractors or subcontractors under the District's control not to use any pesticides, herbicides or other chemicals within or adjacent to the Easement Area or Commission New Water Supply Infrastructure.

(g) Chicago shall state in the Lease that the District shall own, operate and maintain the drainage system to be installed by the Commission to provide stormwater drainage under Durkin Park, including the Easement Area, in place of the existing drainage structures that are removed for placement of the Commission New Water Supply Infrastructure on the Easement Area; provided, however, that the District shall not own, operate or maintain the underdrain system of the Commission New Water Supply

Infrastructure on the Easement Area (which underdrain system is completely separate from the drainage system). The Commission warrants to Chicago and the District for the term of the Lease that the drainage system and the underdrain system shall be free of any defects due to either design or construction deficiencies, errors, defects or otherwise any acts or omissions by the Commission or their contractors that would cause the drainage system or the underdrain system to not operate as otherwise intended. Any issues of operation of the drainage system due to deficiencies in maintenance by the District or normal wear and tear through use, or due to deficiencies in the existing drainage system of Durkin Park outside of the Easement Area that were not disturbed by the Commission, shall not be the responsibility of the Commission.

(h) Chicago shall notify the Commission of any work of which it becomes aware that is proposed to be performed by others who are not a party to this Agreement, such as utilities or holders of other easements in the Easement Area, during periods of planned construction by the Commission within the Easement Area.

6. Alterations. Other than the Suction Well and its above-ground structures and appurtenances, the Commission may not erect any structures, install any infrastructure or make any use of the Easement Area which in the judgment of Chicago would interfere with: Chicago's use, operation, inspection, maintenance, repair, renewal or reconstruction of the Station or other property or facilities owned by Chicago; the District's use of the Surface Easement Area under the Lease; or any third-party infrastructure.

7. Termination and Closure. Termination of this Easement shall be subject to the terms of Articles 4 (Term; Renewal) and 6 (Termination) of the Water Supply Agreement, and the Commission shall have the right to terminate this Easement at any time. Disposition of the Suction Well on the Easement Area upon termination shall be in accordance with Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement.

8. Assignment. In the event of the assignment of the Water Supply Agreement pursuant to Article 22 of the Water Supply Agreement, this Agreement shall be assigned as provided in such Article 22.

9. Restoration.

(a) Upon completion of the initial construction of the Suction Well (as described in Article 8 of the Water Supply Agreement), the Commission shall perform the restoration as described in the Twelfth Whereas clause.

(b) To the extent that Joliet performed (if any), or the Commission performs any construction (other than the initial construction as described in Article 8 of the Water Supply Agreement), maintenance, repair, replacement or removal of the Suction Well, and any work related thereto, the Commission shall, at the Commission's sole cost and expense, restore the Easement Area to a condition comparable to the condition of the Easement Area prior to the commencement of any such activities.

10. Indemnity.

(a) Except with respect to the wrongful intentional acts of Chicago or the District (to the extent the same are the cause of an injury or loss to a third person), the Commission hereby indemnifies and agrees to hold harmless and defend Chicago and the District from and against

any and all claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, and other reasonable expenses related to litigation), arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to Chicago or the District, any natural person, or Chicago's or the District's property, including but not limited to the Easement Area, the Station (including the Station site and the Station's appurtenances), the property of any person, arising out of this Agreement or the 2023 Durkin Park Easement Agreement or the Water Supply Agreement or the occupancy, use, operation, maintenance, repair or replacement of the Suction Well or the Easement Area by Joliet (if any) or the Commission, its officers, employees, agents and invitees. If legal action is taken against Chicago or the District or their agents or any claim is made relating to the Easement Area or the Suction Well as a result of the foregoing, Chicago or the District may elect to tender said defense to the Commission which shall and must defend such action or claim at the Commission's own expense and Chicago or the District shall cooperate with the Commission in the defense thereof. Chicago and the District shall have the right to join the Commission as a party defendant in any such legal action. This indemnity shall not be the exclusive remedy of Chicago or the District, and Chicago and the District shall maintain whatever other rights of indemnity they may have under common law, by statute, or by ordinance. This indemnification shall survive any termination or expiration of this Agreement and shall not be limited by any insurance coverages set forth in the Water Supply Agreement.

(b) The Commission, on behalf of itself and its officers, directors, employees, successors and assigns, and on behalf of Joliet and its officers, directors, employees, successors and assigns, and anyone claiming by, through or under any of them, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity leasing, occupying, using or possessing any portion of the Easement Area under or through Joliet or the Commission following the Effective Date (collectively, the "Commission Parties"), hereby releases, relinquishes and forever discharges Chicago and District, and their employees, agents, officers and officials (individually, an "Indemnified Party," and collectively, the "Indemnified Parties"), from and against any and all Losses (as defined below) which the Commission Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Effective Date, based upon, arising out of or in any way connected with, directly or indirectly, solely to the extent attributable to the actions or inactions of any of the Commission Parties: (i) any environmental contamination, pollution or hazards associated with the Easement Area or any improvements, facilities, including the Tunnel Connection, or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Easement Area, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Easement Area or the migration of Hazardous Substances or Other Regulated Material from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Easement Area or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). The Commission Parties waive their rights of contribution and subrogation against any Indemnified Parties, solely to the extent attributable to the actions or inactions of any of the Commission Parties. "Losses"

means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs). Furthermore, the Commission shall indemnify, defend (through an attorney reasonably acceptable to Chicago) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Commission Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, solely to the extent attributable to the actions or inactions of any of the Commission Parties.

(c) The covenant of release set forth in Section 10(b) shall run with the Easement Area and shall be binding upon all successors and assigns of Joliet and the Commission with respect to the Easement Area, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Easement Area under or through Joliet or the Commission following the Effective Date. The Commission acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to enter into this Agreement, and that, but for such release, Chicago would not have agreed to grant an easement to the Easement Area to the Commission. It is expressly agreed and understood by and between the Commission and Chicago that, should any future obligation of the Commission or the Commission Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Easement Area, neither the Commission nor any other Commission Parties shall assert that those obligations must be satisfied in whole or in part by Chicago, because this covenant contains a full, complete and final release of all such claims.

(d) Chicago will require the District to provide indemnification to the Commission for Losses resulting from District uses and activities occurring on the Easement Area, and enforce such indemnification from the District on behalf of the Commission, or assign such indemnification rights to the Commission to allow the Commission to undertake enforcement on its own behalf.

11. Construction, Operation, Maintenance and Security of the Easement Area and Suction Well.

(a) The Commission shall construct, use, inspect, operate and maintain the Suction Well as required hereunder and pursuant to the terms of the Water Supply Agreement, at its sole cost and expense.

(b) The Commission shall use, inspect, operate and maintain the Suction Well so that the Suction Well does not unduly interfere with any use of the Easement Area by Chicago, the District, the public, or any person or entity authorized to use or occupy the Easement Area.

(c) The Commission shall conduct regular documented inspections of the Suction Well and the Easement Area and maintain the Suction Well and restore the Easement Area in accordance with applicable Law and to the satisfaction of the Commissioner. All maintenance records for the Suction Well and Easement Area shall be made available to DWM upon DWM's written request for such documentation.

(d) The Commission shall cooperate with Chicago concerning the coordination of uses of the Easement Area, including prompt responses to inquiries, attending meetings and site visits,

and providing complete disclosure of information concerning the Easement Area and the Suction Well.

(e) The Commission shall pay for any and all costs and expenses incurred with respect to the operation, maintenance, repair, replacement, and/or removal of the Suction Well, or any part thereof, within the Easement Area.

(f) Prior to providing its consent to an assignment or sublease of the Lease, Chicago shall notify the Commission that an assignment or sublease of the Lease has been proposed for which Chicago has been requested to provide its consent under the terms of the Lease. Any assignment or sublease of the Lease shall provide that the assignee or sublessee, as applicable, shall not allow any activities that would materially or detrimentally interfere with the Commission New Water Supply Infrastructure on the Easement Area, the provision of Water by Chicago to the Commission, and the Commission's provision of Water to the Commission Customers.

12. Chicago and the District Have No Maintenance, Operational and Security Duties; "As Is - Where-Is Condition". The Commission acknowledges that neither Chicago nor the District is responsible for the operation, maintenance, repair, replacement and/or removal or security of the Suction Well or the Easement Area, and Chicago and the District each has no obligations with respect thereto. Chicago acknowledges that it will not expect the Commission to be responsible for the District's operations, activities, use, maintenance, repair, replacement and/or removal activities on the Easement Area.

Chicago and the District make no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Easement Area or the suitability of the Easement Area for any purpose whatsoever. The Commission acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Easement Area and accepts the risk that any inspection may not disclose all material matters affecting the Easement Area. The Commission agrees to accept the Easement Area in their "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and the Chicago has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Commission, with respect to the structural, physical or environmental condition of the Easement Area, their compliance with any statute, ordinance or regulation, or its suitability, merchantability or fitness for any purpose whatsoever. The Commission acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of Chicago or the District or any of their agents or employees with respect thereto. The Commission agrees that it is its sole responsibility and obligation to perform at its sole cost and expense any such action as is necessary to put the Easement Area in a condition which is suitable for its intended use.

13. Insurance. The Commission shall at all times maintain, and shall cause its contractors to maintain, the insurance coverages and endorsements identified in Article 21 of the Water Supply Agreement, which is incorporated here by this reference. On an annual basis, Chicago will provide, or require the District provide, to the Commission evidence of the District's insurance.

14. Default. The occurrence and continuance of a violation of any material term of this Agreement by a Party shall be a default by that Party. Notices of default and the procedures and

remedies for resolution of a default under this Agreement shall be as provided in Article 20 of the Water Supply Agreement.

15. No Liens. The Commission shall not permit any lien to stand against the Easement Area or the Suction Well for any labor or material in connection with work of any character performed in the Easement Area at the direction or sufferance of the Commission.

16. Compliance with Law. The Commission agrees that the Easement Area and the Suction Well shall be used, and any alterations to the structures located within the Easement Area shall be constructed, installed, used, operated, inspected, maintained, repaired and replaced in compliance with all applicable Laws.

17. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

18. Notices. For purposes of this Agreement, any notice, demand or request required by this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile or email; (c) nationally recognized overnight courier service; or (d) Certified Mail; provided, however, that any notice of default or termination provided by electronic communications shall also be delivered by another method of notice authorized under this Section 18.

If to Chicago:
City of Chicago
Department of Water Management
1000 East Ohio Street
Chicago, Illinois 60611
Attn: Commissioner

With copies to:
City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

and

City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Finance and Economic Development Division

and

City of Chicago
Department of Finance
121 North LaSalle Street, Room 700
Chicago, Illinois 60602
Attention: Chief Financial Officer

If to the Commission: Grand Prairie Water Commission
2364 Essington Road, #269
Joliet, Illinois 60435
Attention: Chair
Email: cdebold@shorewoodil.gov

with copies to: Grand Prairie Water Commission
City of Joliet, Program Manager
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities and Program Director, Grand Prairie Water Commission
Email: publicutilities@joliet.gov

Melissa Wolf
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, Illinois 60018
Email: melissa@srd-law.com

Each Party to this Agreement has the right to change, add or remove the addressee or addressee contact information, for future notices and communications to them in matters pertaining to this Agreement by giving notice complying with the requirements of this section. No notice of a change of address will be effective until actually received.

Notices shall be deemed received upon the first to occur of (a) the date of actual receipt, (b) the date an email is sent, unless notice of non-delivery is received; (c) the date that is one (1) business day after deposit with a nationally recognized overnight courier service as evidenced by a receipt of deposit, or (d) the date that is three (3) days after deposit in the U.S. mail, as Certified Mail, evidenced by a receipt.

19. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit solely of the Commission and Chicago and their respective successors and assigns. This document and the terms hereof are intended solely for the benefit of the Parties and their successors and assigns, as expressly referred to herein. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof. Notwithstanding the foregoing, the District is, and during the term of the Lease shall be, a third-party beneficiary of this Agreement.

20. Authority and Validity. Each Party represents and warrants to the other Party that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

21. Miscellaneous.

(a) The terms, benefits, and privileges set forth in this Agreement shall be deemed and taken to be covenants running with the Easement Area and shall be binding upon the Commission and Chicago, and their respective successors and assigns having any interest in the Easement Area.

(b) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(c) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(d) This Agreement has been negotiated, executed and delivered in Illinois, and it shall be governed by, and construed in accordance with, the internal laws of the State of Illinois including the law of public trust with respect to the use and occupation of the Easement Area. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

(e) This Agreement, and all provisions of the Water Supply Agreement that govern the Suction Well, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the Parties. In the event of a conflict between the Water Supply Agreement and this Agreement, the Water Supply Agreement shall govern.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

(h) The Commission shall record, at its sole cost and expense, this Easement Agreement and any amendments thereto; or, in the alternative, the Parties may agree to prepare a memorandum of easement agreement or amendment to easement agreement in a mutually agreeable form which will be recorded by the Commission.

22. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code, the Commission warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code and agrees that a violation of Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560 of the Municipal Code by the Commission, whether or not in the performance of this Agreement, shall constitute a breach of this Agreement.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK
[signature pages follow]

IN WITNESS WHEREOF, the Commission and Chicago have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
Alfonzo Conner
Commissioner
Department of Water Management

IN WITNESS WHEREOF, the Commission and Chicago have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

GRAND PRAIRIE WATER COMMISSION,
a regional water commission, municipal corporation, and body politic and corporate

By: _____
Clarence C. DeBold
Chair

ATTEST:

By: _____
John D. Noak
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Alfonzo Conner, personally known to me to be the Commissioner of the Department of Water Management of Chicago, Illinois ("Chicago"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner she signed and delivered the said instrument pursuant to authority given her on behalf of Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Clarence C. DeBold and John D. Noak, personally known to me to be the Chair and Secretary, respectively, of the Grand Prairie Water Commission ("Commission"), and 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 as such Chair and Secretary, they signed and delivered the said instrument pursuant to authority given them on behalf of the Commission, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

_____
Notary Public

Exhibit 1 to Easement Agreement

Easement Area (legal description)

PE-1:
THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 350.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 350.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 250.00 FEET TO THE POINT OF BEGINNING.

PINs: 19-34-410-009-0000 (part)
19-34-411-011-0000 (part)

Commonly known as: 8443 S. Tripp Avenue (aka 8445 South Kolin Avenue) (part)
Chicago, Illinois 60652

Exhibit 2 to Easement Agreement

Plat of Easement

[Attached]

Exhibit 3 to Easement Agreement

Depiction of Suction Well (site plan)

[Exhibit on file with Chicago Department of Water Management — Contains confidential information, including materials relating to water system security]

Exhibit 4 to Easement Agreement

Compensation to be Paid by Joliet to Chicago

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Chicago Contractor Use*	Commission Contractor Use*	Duration of Commission Contractor Use for Calculation of TE Compensation*
Durkin Park	PE-1	87,500	Permanent	Chicago	None	4/1/2026 to 9/30/2028 Road area at the eastern end of PE-1: 2/1/2025 to 9/30/2030	N/A
*Subject to change based on advancement of final design. The Commission contractor periods of use of PE-1 shall be as shown above. PE-1 includes a portion of vacated Keeler Avenue that will become part of the permanent access road to the Southwest Pumping Station Site, on which both the Low Service Pump Station and the High Service Pump Station are located. This road will also be used by contractors during the entire construction period, from 2/1/2025 to 9/30/2030. The Commission contractor period of use for PE-1 other than the road is two (2) years and six (6) months. The contractor periods of use may be modified with the prior written approval of the Commissioner of DWM.							
Site	**Easement Name**	**Area* (square feet)(SF)**	**Type of Easement**	**Land Ownership**	**Duration of Commission Contractor Use for Calculation of TE Compensation***	**Unit Price Compensation** (DIV = Diminution in Value)	**Total Compensation**
Durkin Park	PE-1	87,500	Permanent	Chicago	N/A	$5.86/per SF plus $0.50/SF Premia, 2.5% DIV for Remainder, 398,521 SF whole site	$430,275
*Subject to change based on advancement of final design.							

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING, PLEASE RETURN TO:

Barbara A. Adams
Donahue & Rose, P.C.
9501 Technology Blvd. Suite 4400
Rosemont, Illinois 60018

(The Above Space for Recorder's Use Only)

FIRST AMENDED AND RESTATED AGREEMENT FOR CONSTRUCTION EASEMENTS
FOR
DURKIN PARK

This First Amended and Restated Easement Agreement ("Agreement") is entered into as of this ___ day of August, 2025 ("Agreement Date"), by and between the CHICAGO PARK DISTRICT, a body politic and unit of local government ("District"), and the Grand Prairie Water Commission ("Commission"), a regional water commission, municipal corporation, and body politic and corporate established pursuant to the Regional Water Commissions Act, 65 ILCS 5/11-135.5-1 et seq. The District and the Commission are sometimes referred to herein jointly as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the District is the operator of Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652; and

WHEREAS, pursuant to an Intergovernmental Agreement dated July 30, 2021 (the "IGA") by and between the District and the City of Chicago ("Chicago"), the District has previously conveyed approximately 87,500 square feet of land legally described and depicted in Exhibit 1 attached hereto ("Permanent Easement Area") to Chicago for the construction and operation of that certain suction well to be installed as an underground tank in the Permanent Easement Area and including all underground and above-ground structures and appurtenances necessary for the operation and maintenance of said suction well, which will be used to supply water to the City of Joliet ("Joliet") and any regional commission or similar body which may succeed Joliet with respect to such water supply (collectively, the "Suction Well"), all as depicted in Exhibit 3 attached hereto; and

WHEREAS, Chicago and the City of Joliet ("Joliet") have entered into that certain Water Supply Agreement, dated as of May 1, 2023 (the "2023 WSA"); and

WHEREAS, Section 22.2 of the 2023 WSA provided that upon the formation of a regional water commission of which Joliet was a member, Joliet shall assign the 2023 WSA to that regional water commission, and Grand Prairie Water Commission is such a regional water commission of which Joliet is a member; and

WHEREAS, Joliet has assigned the 2023 WSA to the Commission and Chicago and the Commission have entered into that certain First Amended and Restated Water Supply Agreement dated August __, 2025 (the "Water Supply Agreement"). Capitalized terms not defined in this Agreement shall have the meanings set forth in the Water Supply Agreement; and

WHEREAS, pursuant to that certain First Amended and Restated Easement Agreement for Durkin Park between Chicago and Joliet dated concurrently with this Agreement ("Permanent Easement Agreement"),[1] and the Water Supply Agreement, the Commission is authorized to use the Permanent Easement Area for the construction, operation, maintenance and repair of the Suction Well as well as an access road serving the Southwest Pumping Station site and located on a portion of the vacated Keeler Avenue within the Permanent Easement Area and for construction activities during the initial construction of the remaining portion of the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure (collectively, the "Permanent Easement Use"); and

WHEREAS, Chicago and the District have entered into a lease dated July 31, 2023[2] and an amendment thereto dated the Agreement Date (collectively, the "Lease"), which Lease or a memorandum thereof may be recorded with the Office of the Cook County Clerk, pursuant to which the District will use the surface of the Permanent Easement Area for normal active and passive sports and public recreational use as part of the larger Durkin Park; and

WHEREAS, the District is the owner of the remainder of Durkin Park other than the Permanent Easement Area; and

WHEREAS, pursuant to the IGA, the District and Joliet entered into that certain Agreement for Construction Easements for Durkin Park dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428020 on August 22, 2023) ("2023 Easement Agreement"), pursuant to which the District granted to Joliet temporary easements for construction purposes, which are (i) on three (3) portions of Durkin Park for use in connection with the initial construction of the Suction Well, the Joliet New Water Supply Infrastructure[3] and the Chicago New Water Supply Infrastructure ("Initial Construction Use"), as described and depicted on Exhibit 2 to this Agreement and known as TE-1, TE-2 and TE-3 (each an "Easement" and collectively the "Easements", and the real estate area within each Easement referred to as an Easement Area and collectively the "Easement Areas") and (ii) on each of Easement TE-1 and

[1] The Permanent Easement Agreement is an amended and restated version of that certain Easement Agreement for Durkin Park dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428019 on August 22, 2023).

[2] The Lease was recorded in the office of the Cook County Clerk as Document No. 2321357007 on August 1, 2023.

[3] In this amended and restated Agreement, the Joliet New Water Supply Infrastructure is referred to as the Commission New Water Supply Infrastructure.

Easement TE-2 for the purposes of Future Maintenance and Repair (as defined below) of the Suction Well and Emergency Actions (as defined below); and

WHEREAS, Section 20(a) of the 2023 Easement Agreement provides that in the event of the assignment of the 2023 WSA pursuant to Article 22 of the 2023 WSA, the 2023 Easement Agreement shall be assigned by Joliet to the Commission after thirty (30) days' notice by Joliet to the District, which notice has been given to the District; and

WHEREAS, the Permanent Easement Area and Easement TE-3 are directly west of and adjacent to Chicago-owned property located at 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois 60652 (PIN 19-34-412-011-0000), which is the site of Chicago Department of Water Management's Southwest Pumping Station ("Station"); and

WHEREAS, pursuant to the Water Supply Agreement, upon completion of construction of the Suction Well and access road and construction activities during the initial construction of the remaining portion of the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, the Commission shall at its sole cost and expense restore the surface (i.e., at grade) of the Easement Areas (the "Surface Easement Area") in a manner similar to the restoration of the Permanent Easement Area as a natural grass turf surface or any other improvement on the Permanent Easement Area and the Easement Areas as is mutually agreed pursuant to the terms of the Permanent Easement Agreement and which is consistent with normal active and passive sports and recreational usage, and restore any paved areas that existed prior to initial construction to a condition comparable to the condition prior to that initial construction. Upon acceptance of this restoration of this Surface Easement Area by the District with the concurrence of Chicago, the District's use of the Easement Areas for normal active and passive sports and recreational usage shall no longer be suspended, and the Commission shall have the right to use the Surface Easement Area for the Permitted Use from time to time; and

WHEREAS, the Commission has determined that it is in its best interests to accept assignment of the 2023 Easement Agreement from Joliet by entering into this amended and restated version of the 2023 Easement Agreement that includes amendments to reflect various modifications pertaining to the relationship between the District and the Commission; and

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals; Acknowledgements.

(a) The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

(b) Assignment. The Parties agree the District has received notice from Joliet that the 2023 Easement Agreement is to be assigned to the Commission.

i. Pursuant to that certain Assignment and Amendment of Water Supply Agreement – City of Chicago, City of Joliet and Grand Prairie Water Commission dated as of August __, 2025 between and among Chicago, Joliet and the Commission ("Assignment Agreement"), Joliet has assigned to the Commission, and the Commission has accepted and assumed, all of the rights, duties, obligations, claims and liabilities of

Joliet in the 2023 WSA and the Permanent Easement Agreement (as well as certain other documents), and Chicago has consented to such assignment by Joliet and acceptance and assumption by the Commission; and

ii. Joliet has assigned to the Commission all rights, duties obligations, claims and liabilities under the 2023 Easement Agreement by its execution of that certain Assignment attached to and made a part of this Agreement as Attachment A for the purpose of making the assignment described in Attachment A; and

iii. By execution of this Agreement, the Commission acknowledges and agrees and hereby accepts that assignment and accepts and assumes all of the rights, duties, obligations, claims and liabilities of Joliet under the 2023 Easement Agreement, and releases Joliet from any claims or liability under the 2023 Easement Agreement and, from and after the date of this Agreement, under the amended and restated version as stated in this Agreement; and

iv. By execution of this Agreement, the District acknowledges and agrees to the Commission's assumption of the rights, duties, obligations, claims and liabilities under the 2023 Easement Agreement as well as this Agreement. The District releases Joliet from any duties, obligations, claims or liability under the 2023 Easement Agreement and, from and after the date of this Agreement, under the amended and restated version as stated in this Agreement; and

v. As provided in Section 20(a) of the 2023 Easement Agreement, the District and the Commission agree to enter into this Agreement as the First Amended and Restated Agreement for Construction Easements for Durkin Park to implement that provision and reflect necessary modifications to the 2023 Easement Agreement to enable Chicago and the Commission to proceed with the sale of Water by Chicago to the Commission and the purchase of Water by the Commission from Chicago.

(c) Chicago and the Commission recognize and agree that (i) during that portion of the Term (as defined in Section 3(b)) of this Agreement between July 31, 2023 and the Agreement Date, certain actions were taken and obligations performed by Joliet pursuant to the 2023 Easement Agreement and (ii) from and after the Agreement Date, the Commission will become the holder of the Easements on and under the Easement Areas under this Agreement.

2. Grant of Easements. Subject to the terms and conditions of this Agreement, the District hereby grants to the Commission (a) temporary easements for the Initial Construction Use on and under Easement TE-1, Easement TE-2 and Easement TE-3 and (b) temporary easements for Future Maintenance and Repair and Emergency Actions on and under Easement TE-1 and Easement TE-2, which uses the Commission shall undertake at the Commission's sole cost and expense. The Initial Construction Use, Future Maintenance and Repair, and Emergency Actions are sometimes collectively referred to in this Agreement as the "Permitted Use".

3. Terms. The following terms and conditions apply to the Easements:

(a) Each of the Easements is an easement appurtenant in favor of the Commission.

(b) This Agreement commenced on July 31, 2023 and is coterminous with the Water Supply Agreement. The "Term" of this Agreement shall be July 31, 2023 through the date on which it expires, unless terminated earlier in accordance with its terms. If disposition of the Suction Well is required following the termination of the Water Supply Agreement, then the termination date of this Agreement shall be extended by mutual agreement of the Parties for the purpose of performing such disposition as required by Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement.

(c) The Commission represents and warrants to the District that its contractors are and shall be licensed, as applicable, to perform the Permitted Use from time to time when using one or more of the Easements.

(d) Compensation. Prior to the Agreement Date, Joliet has paid to the District the dollar amounts set forth in Exhibit 4 attached hereto, which represents the Parties' determination of the value of the Easements plus an additional amount paid by Joliet to the District pursuant to the IGA in recognition of the disruption of the use of the southern portion of Durkin Park, in particular the Permanent Easement Area and the Easement Areas, which amount the District will use to construct improvements at other District locations in the area (which may include other portions of Durkin Park not part of the Permanent Easement Area or the Easement Areas) to accommodate increased demand due to the unavailability of the Permanent Easement Area and the Easement Areas. The Parties acknowledge that the dates for the Commission's use of the Easements have changed from those included in the 2023 Easement, and the duration of the period of the Commission's use has remained the same.

(e) Any adjustments to (i) the dates set forth for the Easements in Exhibit 4 due to changes in the construction schedule for the Chicago New Water Supply Infrastructure and the Commission New Water Supply Infrastructure or (ii) the land area included within any of the Easements, may be mutually agreed by the Parties. To the extent that such changes increase or decrease the actual duration of the Commission's use of any of the Easements, or increase or decrease the land area of any of the Easements, the Parties will adjust the amount of compensation paid by the Commission for the affected Easements in accordance with the methodology established in Exhibit 4.

(f) Access Requirements.

i. For the Initial Construction Use, the Commission must notify the District's Department of Planning and Construction, or any successor department, of same prior to the commencement of work, and must comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. The District agrees that during the period of Initial Construction Use, the District's use of the Easement Areas will be suspended under the Lease until the completion of restoration under Section 8(a) of this Agreement.

ii. For the purposes of this Agreement, the following terms shall have the following meanings:

"Future Maintenance and Repair" means planned activities requiring use of an Easement Area that would prevent park uses, which are (1)

disturbing soils in the Easement Area, (2) bringing in heavy equipment or (3) securing all or a portion of the Easement Area in order for maintenance and repair to be done.

"Emergency Action" means any work that results from unplanned events that require prompt or immediate action to protect the Commission New Water Supply Infrastructure or the water supply, or property or persons within Durkin Park or the Southwest Pump Station Site and the immediate vicinity.

"Normal Operations" means water system operational and maintenance activities, other than Future Maintenance and Repair, that are performed in a manner so as not to interfere with the District's routine use and enjoyment of the Easement Areas.

iii. If the Commission plans to perform "Future Maintenance and Repair," the Commission must notify the District's Department of Planning and Construction, or any successor department, of same prior to the commencement of work, and must comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. During the period of any such work, the District's use of the Easement Areas on which the work will be performed will be suspended until the completion of restoration under Section 8(b) of this Agreement.

iv. The Commission must notify the District as soon as practicable of any "Emergency Action." In addition, the Commission must, as soon as practicable, but in no event more than 24 hours after the commencement of the Emergency Action, comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District, and not unreasonably withheld or delayed. During the period of any such work, the District's use of the Easement Areas on which the work will be performed will be suspended until the completion of restoration under Section 8(b) of this Agreement.

v. The Commission will not use the Easement Areas for Normal Operations without prior notice to and consent from the District.

4. Commission's Obligations.

(a) Prior to the commencement of construction or of any alterations to the Easement Areas, the Commission has agreed to provide proposed plans and specifications to Chicago for design review as provided in Articles 8 and 15, as applicable, of the Water Supply Agreement. The Permanent Easement Agreement provides that Chicago may involve the District in Chicago's design review of proposed plans and specifications for proposed work on the Permanent Easement Area and the Easement Areas and the District will participate in such review. As provided in Articles 8 and 15 thereof, any such alterations shall be designed and constructed in compliance with all applicable Laws in effect at the time. For purposes of this Agreement, "Law" means any order, writ, injunction, decree, judgment, law, ordinance, decision, principle of common law, opinion, ruling, policy, statute, code, rule, or regulation of any Governmental Authority. "Governmental Authority" means any court, federal, state, or local government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority.

(b) During the initial construction of the Commission New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure (other than the Tunnel Connection), the Commission shall be responsible for all activities relating to such initial construction as required of the Commission as provided in Section 8 of the Water Supply Agreement.

(c) The Commission, at its sole cost and expense, shall secure all necessary permits and approvals for the Permitted Use, and provide all legally required public notices, if any, for the Permitted Use in accordance with the requirements of the Water Supply Agreement.

(d) The Commission and its contractors shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, or Laws. Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

(e) In the event that the construction of the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, except the Tunnel Connection, is not completed, the Commission must restore the Easement Areas in accordance with Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement.

5. Uses within the Easement Areas.

(a) During periods of use of the Easements by the Commission, the Commission may not use or permit the use of the Easement Areas for any purpose other than the Permitted Use. The Commission is not, and shall not be deemed responsible, for any uses and activities of the Easement Areas by the District.

(b) The Commission, its contractors, and its employees shall not perform or permit any work or use of the Easement Areas that is illegal. The Commission, its contractors, and its employees shall not perform or permit any work that disturbs area residents beyond the normal construction activities that would occur in connection with facilities of the type included in the Commission New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure during periods of the Initial Construction Use and any periods of Future Maintenance and Repair and Emergency Action. At the remaining times within the Term of this Agreement, the Commission, its contractors, and its employees shall not perform or permit any practice that (i) is injurious to the Easement Areas, (ii) unreasonably disturbs area residents, (iii) is illegal, or (iv) causes or may cause increases to the rate of insurance on the Easement Areas. The Commission and its agents and employees shall not sell, give away or consume any alcoholic beverages or illegal drugs of any kind or nature on the Easement Areas.

(c) During periods in which the Commission is not using the Easements, the Commission shall not interfere, and shall not permit its contractors to interfere, with the District's access to the surface of Durkin Park that is above the Easement Areas, or with the District's security, parking, equipment storage or grounds maintenance at Durkin Park.

(d) The use of pesticides, herbicides and other chemicals, and other activities generating airborne particulates, in proximity to the Commission New Water Supply

Infrastructure and in Durkin Park by the District and any users of, or contractors, agents or invitees of the District is prohibited.

(e) The District shall own, operate and maintain the drainage system to be installed by the Commission to provide stormwater drainage under Durkin Park, including the Easements TE-1, TE-2 and TE-3, in place of the existing drainage structures that are removed for placement of the Commission New Water Supply Infrastructure on the Permanent Easement Area; provided, however, that the District shall not own, operate or maintain the underdrain system of the Commission New Water Supply Infrastructure on the Permanent Easement Area (which underdrain system is completely separate from the drainage system). The Commission warrants to Chicago and the District for the term of this Agreement that the drainage system shall be free of any defects due to either design or construction deficiencies, errors, defects or otherwise any acts or omissions by the Commission or their contractors that would cause the drainage system to not operate as otherwise intended. Any issues of operation of the drainage system due to deficiencies in maintenance by the District or normal wear and tear through use, or due to deficiencies in the existing drainage system of Durkin Park outside of the Permanent Easement Area or the Easement Areas that were not disturbed by the Commission, shall not be the responsibility of the Commission. The District shall not make alterations to the drainage system or the Easement Areas that would adversely affect the Suction Well.

6. Alterations. Other than the Permitted Use and as provided in this Agreement, the Commission may not erect any structures, install any infrastructure or make any use of the Easement Areas which in the judgment of the District would interfere with the District's use, operation, inspection, maintenance, or repair of the surface of the Easement Areas.

7. Termination and Closure. Termination of this Agreement shall be subject to the terms of Articles 4 (Term; Renewal) and 6 (Termination) of the Water Supply Agreement, and the Commission shall have the right to terminate this Agreement at any time. Disposition of the Suction Well on the Permanent Easement Area upon termination shall be in accordance with Article 7 (Disposition of Commission New Water Supply Infrastructure) of the Water Supply Agreement.

8. Restoration.

(a) Upon completion of the Initial Construction Use by the Commission, the Commission shall at its sole cost and expense restore the Surface Easement Area in a manner similar to the restoration of the Permanent Easement Area as a natural grass turf surface or any other improvement on the Permanent Easement Area and the Easement Areas as is mutually agreed pursuant to the terms of the Permanent Easement Agreement and consistent with normal active and passive sports and recreational usage, and restore any paved areas that existed prior to initial construction to a condition comparable to the condition prior to that initial construction. Upon acceptance of this restoration of the Surface Easement Area by the District, the District's use of the Easement Areas for normal active and passive sports and recreational usage shall no longer be suspended.

(b) To the extent that the Commission performs Future Maintenance and Repair or Emergency Action, the Commission shall, at the Commission's cost and expense, restore Easement TE-1 and Easement TE-2 to a condition comparable to the condition of each Easement Area prior to the commencement of any such activities (ordinary wear and tear excepted).

9. Indemnity. The Commission hereby agrees and shall cause its contractor to agree to protect, defend, indemnify, keep and save and hold the District, its respective commissioners, directors, officers, agents and employees harmless from and against all suits, claims, grievances, damages, costs, expenses, causes of action, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "Claims") arising from the Commission's performance of the Permitted Use, or the Commission's presence on the Easement Areas and its obligations and responsibilities under this Agreement and/or negligence, acts or omissions of the Commission, its respective officers, officials, employees, and contractor, except to the extent caused by the gross negligence or willful misconduct of the District, or its agents or employees. The Commission shall have no responsibility to the District, and the District hereby releases the Commission from liability for any damage to persons or property caused by existing environmental conditions, except to the extent that such existing environmental conditions is exacerbated by the performance of the Permitted Use or conduct by the Commission, its respective officers, officials, employees and/or contractor. Upon notice from the District of any claim, the Commission shall timely appear and defend all suits and claims and shall pay all costs and expense incidental thereto, but the District shall have the right at its option and at its own expense, to participate in the defense of any suit, without relieving the Commission of any of its obligations hereunder.

10. Coordination of Use of the Easement Areas. The Commission shall cooperate with the District concerning the coordination of uses of the Easement Areas.

11. Operational Duties. The Commission acknowledges that the District is not responsible for the operations of the Commission in the Easement Areas during periods of Permitted Use by the Commission. The District acknowledges that it will not expect the Commission to be responsible for the District's operations, activities, use, maintenance, repair, replacement and/or removal activities on the Easement Areas.

12. Insurance. The Commission shall at all times maintain, and shall cause its contractors to maintain, the insurance coverages and endorsements required by the District for a general access permit or in an access agreement entered into between the Commission and the District from time to time during periods of Permitted Use by the Commission. On an annual basis, the District will provide to the Commission a copy of a letter from the District executed by an authorized official indicating that the District is self-insured.

13. Dispute Resolution; Default; Remedies.

(a) If a Party has a dispute about a violation, interpretation or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party notice, by Certified Mail or personal service and, if desired by the Parties, may also be given by electronic communications, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. Within seven (7) days thereafter, the Parties shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided in this Subsection. Provided that the Parties have met their obligations under this Subsection 13(a), the Parties shall be entitled to pursue such remedies as may be available in law and equity.

(b) A Party shall be in default hereunder in the event of a material breach by that Party of any term or condition of this Agreement where that Party has failed to cure such breach within one hundred and eighty (180) days after written notice of breach is given to that Party by the other Party setting forth the nature of such breach. Failure of a Party to give written notice of breach to the other Party shall not be deemed to be a waiver of the Party alleging a breach of its right to assert such breach at a later time. If the default is not capable of being cured within the one hundred and eighty (180) day period, then provided the Party receiving the notice of default has commenced to cure the default and is diligently proceeding to cure the default within the one hundred and eighty (180) day period, and thereafter diligently prosecutes such cure through to completion, then the one hundred and eighty (180) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the Party alleging the default may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default.

14. No Liens. The Commission shall not permit any lien to stand against the Easement Areas for any labor or material in connection with work of any character performed in the Easement Areas at the direction or sufferance of the Commission.

15. Compliance with Law. The Commission agrees that the Easement Areas shall be used in compliance with all applicable Laws.

16. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

17. Notices. For purposes of this Agreement, any notice, demand or request required by this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile or email; (c) nationally recognized overnight courier service; or (d) Certified Mail; provided, however, that any notice of default or termination provided by electronic communications shall also be delivered by another method of notice under this Section 17.

If to the District: Chicago Park District
Department of Law
4830 S. Western Ave.
Chicago, Illinois 60609
Attn: General Counsel

If to the Commission: Grand Prairie Water Commission
2364 Essington Road, #269
Joliet, Illinois 60435
Attention: Chair
Email: cdebold@shorewoodil.gov

with courtesy copies to:
Grand Prairie Water Commission
City of Joliet, Program Manager
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities and Program Director, Grand Prairie Water Commission
Email: publicutilities@joliet.gov

Melissa Wolf
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, Illinois 60018
Email: melissa@srd-law.com

Each Party to this Agreement has the right to change, add or remove the addressee or addressee contact information, for future notices and communications to them in matters pertaining to this Agreement by giving notice complying with the requirements of this Section. No notice of a change of address will be effective until actually received.

Notices shall be deemed received upon the first to occur of (a) the date of actual receipt, (b) the date an email is sent, unless notice of non-delivery is received; (c) the date that is one (1) business day after deposit with a nationally recognized overnight courier service as evidenced by a receipt of deposit, or (d) the date that is three (3) days after deposit in the U.S. mail, as Certified Mail, evidenced by a receipt.

18. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit solely of the Commission and the District and their respective successors and assigns, and Joliet to the extent of matters pertaining to the assignment by Joliet to the Commission of the 2023 Easement Agreement and the rights, duties, obligations, claims and liabilities under the 2023 Easement Agreement. This document and the terms hereof are intended solely for the benefit of the Parties hereto and their successors and assigns, as expressly referred to herein, and for Joliet to the extent described in this Agreement. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

19. Authority and Validity. Each Party represents and warrants to the other Party that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

20. Miscellaneous.

(a) The terms, benefits, and privileges set forth in this Agreement shall be deemed and taken to be covenants running with the Easement Areas and shall be binding upon the Commission and the District and their respective successors and assigns having any interest in the Easement Areas. The Parties agree that upon notice from the Commission that another public body will succeed the Commission with respect to the water supply from Chicago, this Agreement shall be assigned by the Commission after thirty (30) days' notice by the Commission to the District.

(b) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(c) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(d) This Agreement and the accompanying Plat shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, including the law of public trust with respect to the use and occupation of the Easement Areas. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

(e) This Agreement, and any provisions of the Water Supply Agreement that may govern a provision of this Agreement, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by the Parties and dated a date subsequent to the date of this Agreement, provided further, that the Commission and the District may enter into an access agreement or the District may issue an access permit to the Commission for any of the Permitted Uses under this Agreement and become part of the entire agreement between the Parties. In the event of a conflict between an applicable provision of the Water Supply Agreement and this Agreement, the Water Supply Agreement shall govern.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

(h) The Commission shall record, at its expense, this Easement Agreement and any amendments thereto; or, in the alternative, the Parties may agree to prepare a memorandum of easement agreement or amendment to easement agreement in a mutually agreeable form which will be recorded by the Commission.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Commission and Chicago Park District have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CHICAGO PARK DISTRICT, a body politic
and corporate and unit of local government

By: _____
Name: _____
Its: _____

Approved as to legal form:

_____
General Counsel

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of the Chicago Park District ("District"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ they signed and delivered the said instrument pursuant to authority given them on behalf of the District, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

_____
Notary Public

[Commission Signature Page Follows]

IN WITNESS WHEREOF, the Commission and Chicago Park District have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

GRAND PRAIRIE WATER COMMISSION,
a regional water commission, municipal corporation, and body politic and corporate

By: _____
Clarence C. DeBold
Chair

ATTEST:

By: _____
John D. Noak
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Clarence C. DeBold and John D. Noak, personally known to me to be the Chair and Secretary, respectively, of the Grand Prairie Water Commission ("Commission"), and 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 as such Chair and Secretary, they signed and delivered the said instrument pursuant to authority given them on behalf of the Commission, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

_____
Notary Public

ATTACHMENT A

Assignment by the City of Joliet

WHEREAS, the Chicago Park District ("District") and City of Joliet ("Joliet") entered into that certain Agreement for Construction Easements for Durkin Park dated as of July 31, 2023 (recorded in the office of the Cook County Clerk as Document No. 2323428020 on August 22, 2023) ("2023 Easement Agreement"); and

WHEREAS, Joliet and the City of Chicago ("Chicago") entered into that certain Water Supply Agreement between City of Chicago and Joliet dated May 1, 2023 ("2023 Water Supply Agreement") pursuant to which Joliet would purchase a supply of water from Chicago; and

WHEREAS, Section 20(a) of the 2023 Easement Agreement provides that in the event that a regional water commission has been formed and will succeed Joliet with respect to the water supply from Chicago to be provided pursuant to the 2023 Water Supply Agreement, the 2023 Easement Agreement shall be assigned by Joliet to the Commission after thirty (30) days' notice by Joliet to the District; and

WHEREAS, on March 18, 2025, Joliet notified the District that a regional water commission named the Grant Prairie Water Commission has been formed and will succeed Joliet with respect to the water supply from Chicago;

THEREFORE, based on the foregoing, Joliet hereby assigns to the Commission the 2023 Easement Agreement and all of the rights, duties obligations, claims and liabilities under the 2023 Easement Agreement, subject to and with the understanding that the Commission and the District execute and enter into the First Amended and Restated Agreement for Construction Easements for Durkin Park, to which this Assignment by the City of Joliet is attached and made a part.

[signatures on following page]

IN WITNESS WHEREOF, Joliet has caused this Assignment by the City of Joliet to be executed by its duly authorized officers as of the day and year written below.

CITY OF JOLIET, an Illinois municipal corporation and home rule unit of government

By: _____
Terry D'Arcy
Mayor

ATTEST:

By: _____
Lauren O'Hara
City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Terry D'Arcy and Lauren O'Hara, personally known to me to be the Mayor and City Clerk, respectively, of the City of Joliet, Illinois ("Joliet"), and 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 as such Mayor and City Clerk, he and she signed and delivered the said instrument pursuant to authority given him and her on behalf of Joliet, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

_____
Notary Public

IN WITNESS WHEREOF, the Commission hereby accepts the assignment from Joliet as provided in this Assignment and this Agreement by causing it to be executed by its duly authorized officers as of the day and year first written above.

Acknowledged and Accepted:

GRAND PRAIRIE WATER COMMISSION,
a regional water commission, municipal corporation, and body politic and corporate

By: _____
Clarence C. DeBold
Chair

ATTEST:

By: _____
John D. Noak
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Clarence C. DeBold and John D. Noak, personally known to me to be the Chair and Secretary, respectively, of the Grand Prairie Water Commission ("Commission"), and 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 as such Chair and Secretary, they signed and delivered the said instrument pursuant to authority given them on behalf of the Commission, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2025.

_____
Notary Public

Exhibit 1 to Agreement for Construction Easements

Permanent Easement Area (legal description)

PE-1:
THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 350.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 350.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 250.00 FEET TO THE POINT OF BEGINNING.

Commonly Known As: A portion of Durkin Park located on West 85th Street West of Kedvale Avenue, Chicago, Illinois

PINs: 19-34-410-009-0000
19-34-411-011-0000

Depiction on Plat of Easement on Following Page

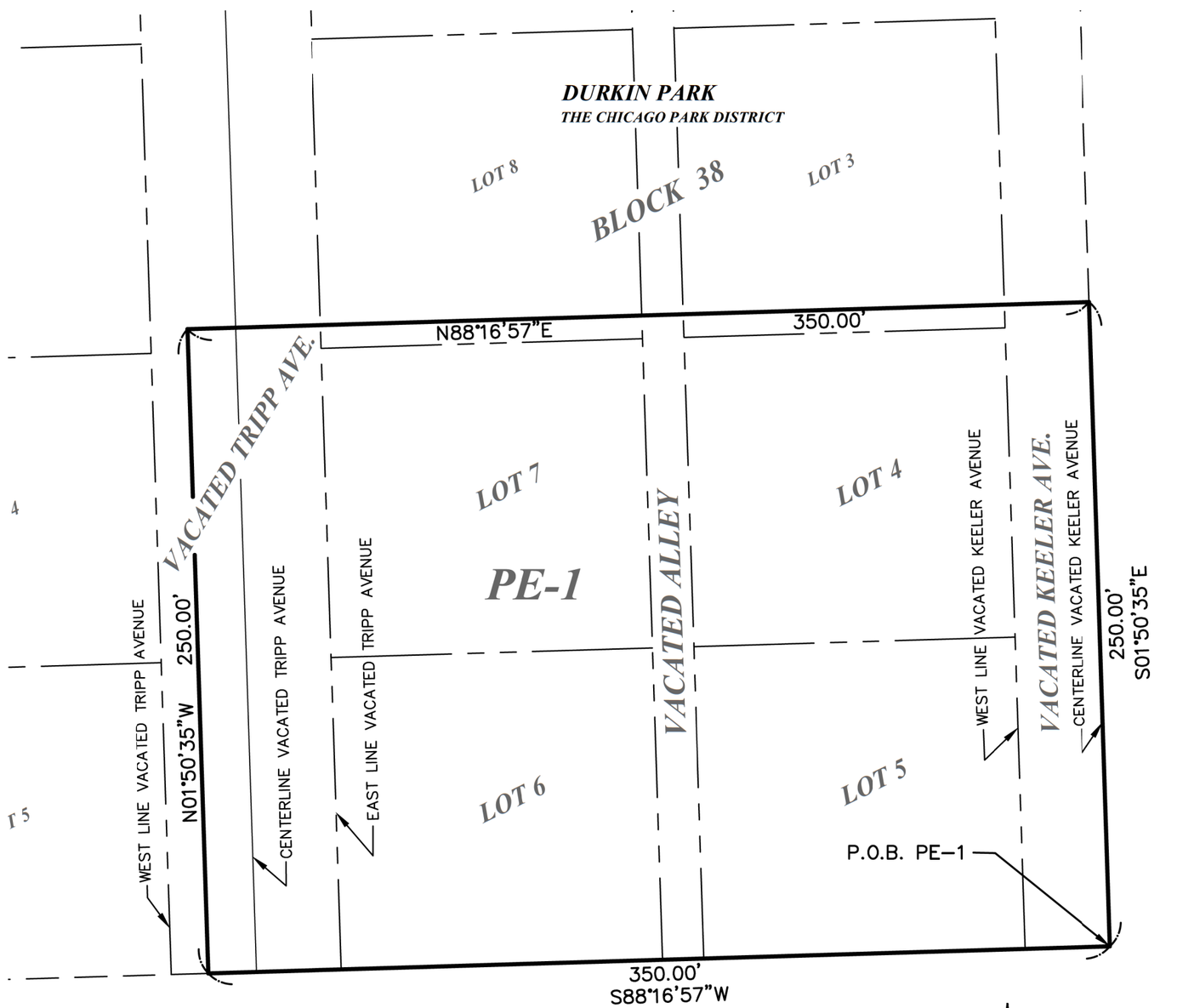
PLAT OF EASEMENT

LEGAL DESCRIPTIONS:

PE–1:

THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 350.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 350.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 250.00 FEET TO THE POINT OF BEGINNING.



STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS PLAT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,

THIS 31ST DAY OF JULY, 2023.

By _____
PROFESSIONAL LAND SURVEYOR #3678
EXP–11–30–24

ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184–002003
EXP–04–30–25

CHRIS E. PETERSON
3678
PROFESSIONAL LAND SURVEYOR
SUGAR GROVE
STATE OF ILLINOIS

0 50 100
SCALE FEET

THE CHICAGO PARK DISTRICT
P.I.N. 19–34–410–009
P.I.N. 19–34–411–011

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO: JO2201RB
FILE NO: JO2201RB–DURKIN PE EXHIBIT

Exhibit 2 to Agreement for Construction Easements
Temporary Easement Areas (legal description and plat)

TE-1:
THAT PART OF BLOCK 37 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCK 37, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 350.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 185.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 185.00 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, 250.00 FEET TO THE POINT OF BEGINNING.

TE-2:
THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 250.00 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 13.44 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 521.56 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, 38.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 521.56 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, 38.00 FEET TO THE POINT OF BEGINNING.

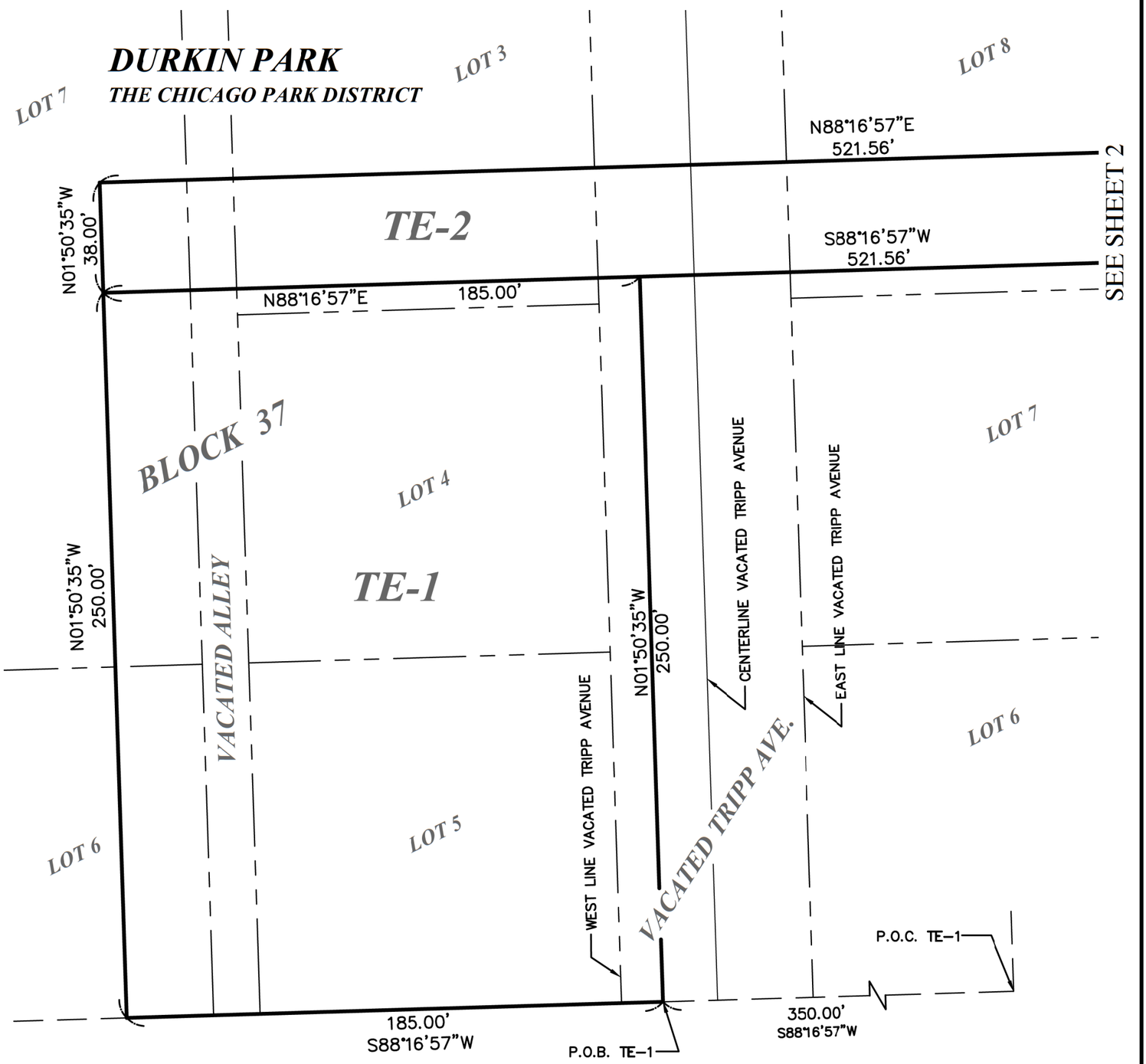
TE-3:
THAT PART OF BLOCK 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCK 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 250.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 13.44 FEET THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 341.73 FEET; THENCE NORTH 44 DEGREES 26 MINUTES 25 SECONDS WEST, 12.64 FEET TO THE SOUTH LINE OF WEST 84TH STREET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 22.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 351.01 FEET TO THE POINT OF BEGINNING.

Commonly Known As: A portion of Durkin Park located on West 85th Street West of Kedvale Avenue, Chicago, Illinois

PINs: 19-34-410-009-0000
19-34-411-011-0000

Depiction on Plat of Easement on Following Page

PLAT OF EASEMENT



STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS PLAT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

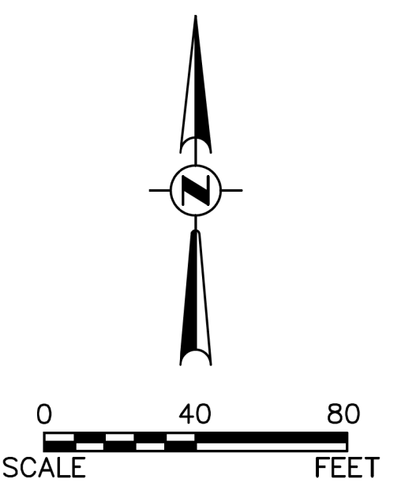
GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,

THIS 31ST DAY OF JULY, 2023.

By _____
PROFESSIONAL LAND SURVEYOR #3678
EXP-11-30-24

ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184-002003
EXP-04-30-25

CHRIS E. PETERSON
3678
PROFESSIONAL LAND SURVEYOR
SUGAR GROVE
STATE OF ILLINOIS

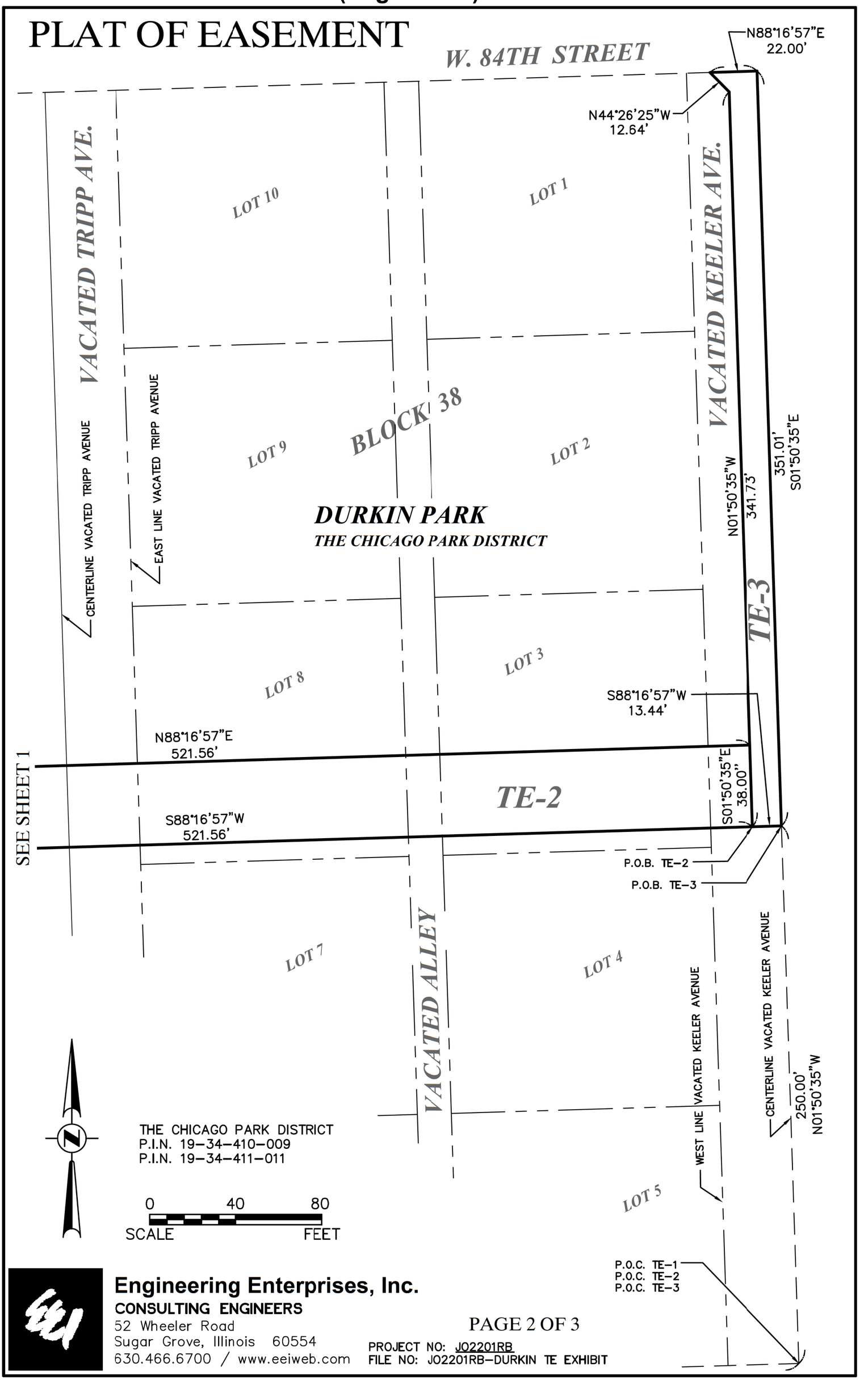


THE CHICAGO PARK DISTRICT
P.I.N. 19-34-410-009
P.I.N. 19-34-411-011

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO: JO2201RB
FILE NO: JO2201RB-DURKIN TE EXHIBIT

PLAT OF EASEMENT



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PLAT OF EASEMENT

LEGAL DESCRIPTIONS

TE–1:

THAT PART OF BLOCK 37 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCK 37, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 350.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, ALONG SAID NORTH LINE, 185.00 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 250.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 185.00 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 35 SECONDS EAST, 250.00 FEET TO THE POINT OF BEGINNING.

TE–2:

THAT PART OF BLOCKS 37 AND 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED TRIPP AVENUE, VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS 37 AND 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 250.00 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 13.44 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 521.56 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 35 SECONDS WEST, 38.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, 521.56 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, 38.00 FEET TO THE POINT OF BEGINNING.

TE–3:

THAT PART OF BLOCK 38 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1925 AS DOCUMENT 8743807, ALSO THAT PART OF VACATED KEELER AVENUE, AND ALSO THAT PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCK 38, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED KEELER AVENUE AND THE NORTH LINE OF WEST 85TH STREET; THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID CENTERLINE, 250.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 57 SECONDS WEST, 13.44 FEET THENCE NORTH 01 DEGREES 50 MINUTES 35 SECONDS WEST, 341.73 FEET; THENCE NORTH 44 DEGREES 26 MINUTES 25 SECONDS WEST, 12.64 FEET TO THE SOUTH LINE OF WEST 84TH STREET; THENCE NORTH 88 DEGREES 16 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 22.00 FEET TO THE CENTERLINE OF SAID VACATED KEELER AVENUE; THENCE SOUTH 01 DEGREE 50 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 351.01 FEET TO THE POINT OF BEGINNING.

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO: J02201RB
FILE NO: J02201RB–DURKIN TE EXHIBIT

Exhibit 3 to Easement Agreement

Depiction of Suction Well (site plan)

[EXHIBIT ON FILE—Contains confidential information,
including materials relating to water system security]

Exhibit 4 to Easement Agreement

Compensation to be Paid by Joliet to Chicago

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Chicago Contractor Use*	Commission Contractor Use*	Duration of Commission Contractor Use for Calculation of TE Compensation*
Durkin Park	TE-1	46,250	Temporary	Chicago Park District	None	4/1/2026 to 9/30/2028	2.5 years/30 months
	TE-2	19,819	Temporary	Chicago Park District	None	4/1/2026 to 9/30/2028	2.5 years/30 months
	TE-3	4,759	Temporary	Chicago Park District	None	2/1/2025 to 9/30/2030	5.7 years/68 months

*Subject to change based on advancement of final design; adjustments to the contractor use period or the land area may be made pursuant to Section 3(e) of this Agreement.

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Duration of Commission Contractor Use for Calculation of TE Compensation*	Unit Price Compensation (DIV = Diminution in Value)	Total Compensation
Durkin Park	TE-1	46,250	Temporary	Chicago Park District	2.5 years/30 months	$5.86/SF, 10%/year, no DIV for Remainder	$67,750
	TE-2	19,819	Temporary	Chicago Park District	2.5 years/30 months	$5.86/SF, 10%/year, no DIV for Remainder	$29,000
	TE-3	4,759	Temporary	Chicago Park District	5.7 years/68 months	$5.86/SF, 10%/year, no DIV for Remainder	$15,867
						TOTAL	$112,617

*Subject to change based on advancement of final design

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 431-25

File ID: 431-25 **Type:** Ordinance **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/24/2025

Department: Public Utilities **Final Action:**

Title: Ordinance Authorizing the Assignment of the Chicago Water Supply Agreement, Related Easements, and Ancillary Permits and Approvals to the Grand Prairie Water Commission

Agenda Date: 08/05/2025

Attachments: Joliet-Ordinance to Assign Chicago Water Supply Agreement and Ancillaries to GPWC.docx, Exhibit 1 Joliet-Chicago-GPWC-Assgnmt and Amdmt of WSA.pdf, Exhibit 2 Durkin Construction Easement-Chicago Park District-GPWC.pdf

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/29/2025	Gina Logalbo	Approve	7/28/2025
1	2	7/29/2025	Allison Swisher	Approve	7/31/2025
1	3	7/29/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	4	7/29/2025	Christine Chinderle	Approve	7/31/2025
1	5	7/29/2025	Todd Lenzie	Approve	7/31/2025
1	6	8/1/2025	Beth Beatty	Approve	7/31/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 433-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Jeff Carey, Chief of Fire

SUBJECT:
Resolution Authorizing the Execution of a Memorandum of Understanding and Agreement and Business Associate Agreement Between the City of Joliet and the Will County Community Health Center

BACKGROUND:
The City of Joliet Health & Human Service divisions are operated under the auspices of the Joliet Fire Department ("JFD") and encompass the JFD's Community Paramedicine Program ("CPP"). The CPP seeks to connect residents experiencing a high risk of medical health, mental health, substance use, and general anxiety readmissions, to healthcare services. Examples of services provided by the CPP include vital signs assessment, consultation with doctors, home safety checks, and medication assistance. Additionally, the CPP assists citizens with basic needs and homelessness and supports programs within and around the Community.

It is the policy and practice of the City to continually partner with other providers in the community to maximize service delivery to residents. The JFD desires to collaborate with the Will County Community Health Center to provide in-home assistance services at no cost to qualifying residents in Will County, in accordance with grant requirements.

The Public Safety Committee will review this matter.

CONCLUSION:
The purpose of the referenced Memorandum of Understanding and Agreement is to outline the JFD's Community Paramedicine Program and the terms of the Agreement between the Parties. The purpose of the related Business Associate Agreement between the Will County Community Health Center and the City of Joiet is to ensure HIPAA compliance.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Resolution to enter into the Memorandum of Understanding and Agreement and Business Associate Agreement between the City of Joliet and the Will County Community Health Center.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT

BETWEEN

THE CITY OF JOLIET AND THE WILL COUNTY COMMUNITY HEALTH CENTER

WHEREAS, the City of Joliet ("City") is a Home Rule Municipality under and by virtue of the Constitution of the State of Illinois; and

WHEREAS, the Will County Community Health Center ("County") provides health services to adults, children and adolescents in Joliet with a mission to improve the health of the residents of Will County by providing access to quality integrated medical, behavioral health, and dental care through community collaboration, service and education; and

WHEREAS, the Joliet Fire Department's Health and Human Services Division desires to collaborate with the Will County Community Health Center to provide in-home assistance services through the JFD Community Paramedicine Program at no cost to qualifying residents of Will County, in accordance with grant requirements; and

WHEREAS, it is appropriate for the City and the County to enter into a memorandum of understanding and agreement ("MOU") regarding the services available from the Joliet Fire Department's Community Paramedicine Program; and

WHEREAS, the proposed MOU is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, it is appropriate for the City and the County to enter into a Business Associate Agreement ("BAA") to ensure HIPAA compliance related to the services of the Joliet Fire Department's Community Paramedicine Program; and

WHEREAS, the proposed BAA is attached hereto and incorporated herein as Exhibit "B;" and

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The City Manager is authorized to execute the MOU and BAA 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 _____, 2025.

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

MEMORANDUM OF UNDERSTANDING

AND

AGREEMENT

This Memorandum of Understanding and Agreement ("Agreement") is made by and between the Will County Community Health Center ("Health Center"), and the City of Joliet ("City"), an Illinois home-rule municipality, collectively referred to as the "Parties" herein.

SECTION 1: Authority.

This Agreement is entered into pursuant to the authority granted under the Illinois Counties Code, specifically 55 ILCS 5/5-1005, 55 ILCS 5/5-11001, the Illinois Municipal Code, 65 ILCS 5/11-71-1, the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. and Article VII, Section 10, of the Illinois Constitution.

SECTION 2: Term of Agreement.

This Agreement will become effective upon execution of said Agreement by both Parties, and shall remain in effect for a term of three (3) years. The Agreement may then be renewed for any number of subsequent one (1) year terms by mutual written agreement of the Parties. Either Party may terminate this Agreement at any time for no reason upon giving thirty (30) days written notice to the other Party.

SECTION 3: Detailed Services.

The City of Joliet Health & Human Service divisions are operated under the auspices of the Joliet Fire Department ("JFD") and encompass the JFD's Community Paramedicine Program ("CPP"). The Community Paramedicine Program seeks to connect residents experiencing a high risk of medical health, mental health, substance use, and general anxiety readmissions, to healthcare services. Examples of services provided by the CPP include vital signs assessment, consultation with doctors, home safety checks, and medication assistance. Additionally, the CPP assists citizens with basic needs and homelessness and supports programs within and around the Community.

It is the policy and practice of the City to continually partner with other providers in the community to maximize service delivery to residents. The City and JFD desire to collaborate with the Will County Community Health Center to provide in-home assistance services at no cost to qualifying residents in Will County, in accordance with grant requirements.

SECTION 4: Compliance with Laws.

The City represents and warrants that all services provided comply with all applicable federal, state and local laws, ordinances, regulations and codes. See Business Associate Agreement, attached as Exhibit A to this Agreement.

SECTION 5: EEOC.

The Parties shall abide by the requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a) and 60- 741.5(a), and the posting requirements of 29 C.F.R. Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

SECTION 6: Excluded Provider.

The City represents and warrants that neither the JFD, nor any of its employees or other contracted staff, has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). The listing of JFD or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's blocked list shall constitute "exclusion" for purposes of this paragraph. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

SECTION 7: Indemnification and Hold Harmless.

The parties shall mutually agree to defend, indemnify and hold the parties, their officers, employees and agents harmless from and against any and all damage, loss, cost or expense (including reasonable attorney's fees and court costs) and any liability therefore which may be incurred or sustained by the parties, their officers, employees or agents caused in whole or in part by any misrepresentation, willful or negligent act or omission whatsoever arising out of or resulting from conduct relating to this Agreement, except to the extent that such damage, loss, cost, expense or liability directly results from any misrepresentation or willful or wanton act or omission of the parties and their officers, employees, or agents. The obligations described herein shall not be construed to negate, abridge or otherwise reduce any other obligation or indemnity, or any immunity of defense that would otherwise exist as to any other party or person described in this Agreement.

SECTION 8: Notices.

All notices, demands, and requests required or permitted under the terms of this Agreement shall be in writing and shall be given or sent to:

For the Will County Community Health Center:
Chief Executive Officer
Will County Community Health Center
1106 Neal Avenue
Joliet, IL 60433

For the City of Joliet:
City of Joliet
Attn: Legal Department
150 W. Jefferson Street
Joliet, IL 60432

SECTION 9: Agreement Complete.

This written document contains the final and entire Agreement between the parties hereto and contains all of the terms and conditions agreed upon by the parties. No other Agreements, oral or otherwise, regarding the subject of this Agreement shall be deemed to exist or to bind the parties, it being the intent of the parties that neither shall be bound by any terms, conditions, or representation not herein written.

Will County Community Health Center	City of Joliet
_____	_____
Stacy Baumgartner	H. Elizabeth Beatty
Chief Executive Officer	City Manager
Date:_____	Date:_____
ATTEST:	ATTEST:
_____	_____
Annette Parker, County Clerk	Lauren O'Hara, City Clerk
Date:_____	Date:_____

BUSINESS ASSOCIATE AGREEMENT
Will County Health Department
& Community Health Center
&
City of Joliet

This BUSINESS ASSOCIATE AGREEMENT (the "BAA") is made and entered into as of this _____ day of _____ , 2025 by and between Will County Community Health Center, an Illinois not-for-profit corporation and the Will County Health Department, an Illinois public health government agency, partnered collectively as a Federally Qualified Health Center ("Covered Entity") and the City of Joliet ("Business Associate"), in accordance with the meaning given to those terms at 45 CFR §164.501. In this BAA, Covered Entity and Business Associate are each a "Party" and, collectively, are the "Parties".

BACKGROUND

I. Covered Entity is either a "covered entity" or "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);

II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "Agreement").

III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information (PHI).

IV. By providing the services pursuant to the Agreement, Business Associate will become a "business associate" of the Covered Entity as such term is defined under HIPAA.

V. The Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the "Privacy Rule"); and

VI. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA, and other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. **Definitions**. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

A. "Affiliate" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.

B. "Agreement" means a written agreement (other than this Business Associate Agreement) between Covered Entity and Business Associate under which Business Associate performs services the successful completion of which necessitates access to Protected Health Information and which HIPAA defines as a "business associate".

C. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.

D. "Breach Notification Rule" means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

E. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.

F. "Designated Record Set" has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.

G. "De-Identify" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514.

H. "Electronic PHI" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.

I. "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.

J. "HHS**"** means the U.S. Department of Health and Human Services.

K. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

L. "Individual" has the same meaning given to that term in 45 CFR §160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR. §164.502(g).

M. "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

N. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

O. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

P. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

Q. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. **Use and Disclosure of PHI.**

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.

E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. **Safeguards Against Misuse of PHI**. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees, to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. **Reporting Disclosures of PHI and Security Incidents**. Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware, and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.

5. **Reporting Breaches of Unsecured PHI**. Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.

6. **Mitigation of Disclosures of PHI**. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. **Agreements with Agents or Subcontractors**. Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains, or transmits on behalf of Business Associate or, through the Business Associate. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.

9. **Access to PHI by Individuals**.

A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. **Amendment of PHI**.

A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. **Accounting of Disclosures**.

A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. **Availability of Books and Records**. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. **Responsibilities of Covered Entity**. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. **Data Ownership.** Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. **Term and Termination**.

A. This BAA will become effective on the date first written above and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days 'notice to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 15.D. will survive any termination of this BAA.

16. **Effect of BAA**.

A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. **Regulatory References**. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. **Notices**. All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

A. If to Covered Entity, to:
501 Ella Ave
Joliet, IL 60433
Attn : Office of Executive Director
T: 815-740-8982
E: mkilbride@willcountyhealth.org

B. If to Business Associate, to:
City of Joliet
Attn: Legal Department
150 W. Jefferson Street
Joliet, IL 60432
T:815-724-3800
E: legal@joliet.gov

19. **Amendments and Waiver**. This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

20. **HITECH Act Compliance**. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in

good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30- days 'prior written notice to the other Party.

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

By: _____
Name: H. Elizabeth Beatty
Title: City Manager

By: _____

Name: Mary Maragos, MS, APRN
Title: Chief Executive Officer, Will County Community Health Center

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 433-25

File ID: 433-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/09/2025

Department: **Final Action:**

Title: Resolution Authorizing the Execution of a Memorandum of Understanding and Agreement and Business Associate Agreement Between the City of Joliet and the Will County Community Health Center

Agenda Date: 08/05/2025

Attachments: Resolution, Will County - COJ -JFD community paramedic program -MOU - 7-2025.docx, Business Associate Agreement - Will County Joliet.docx

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/29/2025	Gina Logalbo	Approve	7/21/2025
1	2	7/29/2025	Jeff Carey	Approve	7/31/2025
1	3	7/29/2025	Todd Lenzie	Approve	7/31/2025
1	4	8/1/2025	Beth Beatty	Approve	7/31/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 434-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: William Evans, Chief of Police

SUBJECT:
Resolution Authorizing Acceptance of the Tobacco Enforcement Program Grant

BACKGROUND:
The legal age to purchase tobacco products in the State of Illinois is 21 years of age. The City of Joliet currently has a Tobacco Enforcement Program (TEP) to help ensure that distributors are selling tobacco products to appropriate individuals. TEP conducts tobacco compliance checks, which has individuals under the legal purchase age attempt to purchase tobacco and tobacco product. Similar to alcohol compliance checks, officers will accompany these underage individuals and witness any transaction that may take place.

The City of Joliet has been offered a $17,930.00 grant from the Illinois Department of Human Services for the City's TEP program to ensure that Tobacco Products are not sold to individuals under 21. The City of Joliet may use these funds for costs which are reasonable, necessary, and incurred while conducting the compliance checks. The eligible costs include officer overtime, anti-smoking literature, stipends to student participants, and tobacco purchases.

The Public Safety Committee will review this matter.

CONCLUSION:
The Joliet Police Department is requesting authorization to accept the grant and continue this program in Joliet. The Illinois Department of Human Services will continue to provide guidelines for the program.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve a resolution to accept the grant for the Joliet Tobacco Enforcement Program in the amount of $17,930.00.

RESOLUTION NO. _____

A RESOLUTION REQUESTING AUTHORIZATION TO ACCEPT A GRANT TO ASSIST JOLIET'S TOBACCO ENFORCEMENT PROGRAM

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS FOLLOWS:

SECTION 1: That the Mayor and City Council authorize the Chief of Police to accept the Tobacco Enforcement Program Grant from the Illinois Department of Human Services and execute the grant documents in Exhibit A on behalf of the City of Joliet.

SECTION 2: This Resolution shall take effect upon its passage.

PASSED this _____ day of _____, 2025

_____ _____

MAYOR CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
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**
Exhibit F	**Payment**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

DEPARTMENT OF HUMAN SERVICES

By: _____

Signature of Dulce Quintero, Secretary

Date: _____

Designee Name: _____

Designee Title: Contract Obligations Analyst

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: _____

Printed Title: _____

E-mail: jcarey@joliet.gov

FEIN: 366088568

By: _____

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver

(optional at Grantee's discretion)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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 shall be effective on Jul 1, 2025 and expires on Jun 30, 2026 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be **$17,930.00**, 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**):

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is See ExhibitA. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

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: 36-6088568 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
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not For Profit)
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ P = partnership
  - ☐ 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 an 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

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: TOBACCO ENFORCEMENT PROGRAM
PURPOSE OF GRANT
ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-26-1565
Appropriation FY: 2026
Appropriation Code: 0733.44442.4900.000000NE
WBS Element: 444DSUPR26-PROVPC22-SA11
Sponed. Prog: PROV
Appropriation Amount: $17,930.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: Yes
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

The following information defines the scope of service for the Tobacco Enforcement Program (TEP) for compliance monitoring of tobacco retail establishments across Illinois to assure that Tobacco products are not sold to individuals under 21 as defined by state or local law. The TEP establishes a program of local compliance monitoring to be implemented by municipalities across Illinois. Applicants are to conduct three compliance checks by contracting with individuals under 21 who will attempt to purchase tobacco products through three supervised visits at tobacco retailers where individuals under 21 can legally enter. Tobacco retailers included in the unannounced compliance checks are to be provided with information on what constitutes illegal sales to individuals under 21 provided by the state. Three rounds of unannounced compliance checks during a specific period of all retailers by supervised minors of tobacco retailers within a municipality will complete the requirements of this program.

"Tobacco product" means any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Prevention and Treatment in this context includes

the prevention and/or treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.); 21 U.S.C. 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

------ END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -------

EXHIBIT B

DELIVERABLES

1. Reporting Requirements:
A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit E, grantee shall submit financial reports to Grantor pursuant to Paragraph 10.1 using Grantor monthly expenditure payment voucher form submitted no later than 15 days after the month ends.
B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 10.2 using Grantor form no later than 30 days after this Agreement's end of the period of performance or termination.
C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit E, grantee shall submit Performance Reports to Grantor pursuant to Paragraph 11.1 and such reports must be submitted no later than 30 days after the end of each quarter during the grant year.
D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 11.2 using Grantor form or format no later than 30 days after this Agreement's end of the period of performance or termination.
2. Assure that law enforcement personnel implementing the program are trained through an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class (to be offered by IDHS SUPR vendor) or have received prior approved training within the last five years. Documentation of prior training may be requested at any point during the contract year or if audited.
3. Hire and train local 16-year-old through 20-year-old youth, based upon tobacco ordinance, in tobacco retailer compliance visit processes that assures safety first. Submit proof of age and the completed Minor Participation Packet for each minor to IDHS SUPR by June 30, 2026, or when requested after Compliance Checks.
4. Submit completed Provider Performance Reports according to form instructions to IDHS SUPR each quarter by the 30th of the following month.
5. Provide tobacco retailers within municipality 2026 educational materials provided by IDHS SUPR regarding sales to minors. Submit grantee signed Tobacco Retailer Education Log to DHS October 31, 2025, and invoice for the total number of tobacco retailers educated to IDHS SUPR by November 20, 2025. See Exhibit C for payment terms.
6. Conduct a round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by December 21, 2025. Respond to violations according to applicable state laws/regulations and local regulations.
7. Complete the Tobacco Enforcement Program Summary Report on first round of compliance checks. Submit form to IDHS SUPR by January 10, 2026.
8. Conduct a second round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by March 31, 2026. Respond to violations according to applicable state laws/regulations and local regulations.
9. Complete the Tobacco Enforcement Program Summary Report on the second round of compliance checks. Submit form to IDHS SUPR by April 10, 2026.
10. Conduct a third round of tobacco compliance checks of all tobacco retailers within

EXHIBIT B

DELIVERABLES

municipality according to applicable state laws and regulations by May 30,2026, Respond to violations according to applicable state laws/regulations and local regulations.
11. Complete the Tobacco Enforcement Program Summary Report on third round of compliance checks and submit invoice for the total number of tobacco retailers that received three rounds of compliance checks to IDHS SUPR by June 10th, 2026.
12. Grantee may have additional time granted for activities if needed to obtain additional underage agents or if there is a change in grantee status, including but not limited to, promotions, retirement, lack of staff, etc.; this exception is only effective until the end of the current fiscal year end contract.
13. Grantee will submit a program narrative by the end of Q3 that clearly identifies program goals, targets or planned work outputs, method of accomplishment, a timeline for completion, anticipated subcontracting activity, and desired results; program narrative must align with the budget narrative submitted in CSA.

------ END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -------

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: CHEMETHA BAKER
Title: TPP Coordinator
Address: 401 S Clinton St
Chicago, IL 60607-3800

E-mail Address: chemetha.baker@illinois.gov

GRANTEE CONTACT

Name: Kevin Sing
Title: DIRECTOR OF FINANCE
Address: 150 W Jefferson St
Joliet, IL 60432-4148

E-mail Address: jcarey@joliet.gov

GRANTEE PAYMENT ADDRESS
(If different than the address above)
Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: CHEMETHA BAKER
Title: TPP Coordinator
Address: 401 S Clinton St
Chicago, IL 60607-3800

Phone: 312-814-2311
TTY #:

E-mail Address: chemetha.baker@illinois.gov

GRANTEE CONTACT

Name: Kevin Sing
Title: DIRECTOR OF FINANCE
Address: 150 W Jefferson St
Joliet, IL 60432-4148

Phone: 815-724-3217
TTY #:

E-mail Address: jcarey@joliet.gov

EXHIBIT D

PERFORMANCE MEASURES

1. All quarterly Provider Performance Reports are submitted as indicated.
2. All tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log submittal to DHS October 31, 2024, and invoice submitted by November 20, 2024. See Exhibit B #3, and #4.
3. First round of tobacco compliance checks completed by December 21, 2025.
4. First round Tobacco Enforcement Program Summary Report submitted by January 10, 2026.
5. Second round of tobacco compliance checks completed by March 31, 2026.
6. Second round Tobacco Enforcement Program Summary Report submitted by April 10, 2026.
7. Third round of tobacco compliance checks completed by May 30, 2026.
8. Third round Tobacco Enforcement Program Summary Report and invoice submitted by June 10th, 2025.

------ END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -------

EXHIBIT D

PERFORMANCE STANDARDS

1. 100% of quarterly Provider Performance Reports are submitted as indicated.
2. 100% of tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log and invoice submitted by November 10, 2025. See Exhibit B #3, and #4.
3. At least 90% of first round tobacco compliance checks are completed by December 21, 2025.
4. 100% first round Tobacco Enforcement Program Summary Report received by January 10, 2026.
5. At least 90% of second round tobacco compliance checks completed by March 31, 2026.
6. 100% second round Tobacco Enforcement Program Summary Report and invoice received by April 10, 2026.
7. At least 90% of third round tobacco compliance checks completed by May 20, 2026.
8. 100% third round Tobacco Enforcement Program Summary Report and invoice received by June 10, 2026.

------ END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -------

EXHIBIT E

SPECIFIC CONDITIONS

ICQ Section:05-Audit

Conditions:Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.

Risk Explanation:Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

How to Fix:Implementation of grantee's corrective action plan.

Timeframe:When corrective action is complete.

------ END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -------

EXHIBIT F

PAYMENT

IV. Financial Reporting Requirements

A. Submission Periodic Financial Reports (PFR):

The Providers will submit reporting to the Division of Division of Behavioral Health (DBH) on a quarterly basis, utilizing the Periodic Financial Report (GOMBGATU-4002). Quarterly reports will be submitted no later than 15 days after end of each report period. 1st Quarter Reports are due No Later Than (NLT) October 15th, 2nd Quarter Reports are due NLT January 15th, 3rd Quarter Reports are due NLT April 15th, 4th Quarter Reports are due NLT July 15th. These reports are to be email to your grant manager and DHS.SUPRVouchers@illinois.gov with the subject line stating: PFR, the Reporting Quarter, and Provider Organization Name. All PFRs should be returned in the Excel format, with electronic signature.

For Expenditure based grants:

B The Monthly Grant Invoice (IL444-5257) is required for submitting financial information. The Monthly Grant Invoice report will be submitted no later than 15 days following the month of expense. The July Monthly Grant Invoice Report are due No Later Than (NLT) August 15th, August Monthly Grant Invoice Report is due NLT September 15th, September Monthly Grant Invoice Report is due NLT October 15th, and so on. The Monthly Grant Invoices are to be email to your grant manager and DHS.SUPRVouchers@illinois.gov with the subject line stating: Monthly Grant Invoice, the Reporting Month, and Provider Organization Name.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

Failure to comply with these reporting requirements could result in the Department placing you on the stop pay list, withholding of funds, termination of the grant agreement and subject to the Grant Funds Recovery Act.

D. Provider will submit a program narrative by September 30th (or as designated by the program staff) that clearly identifies program goals, targets or planned work outputs, method of accomplishment, a timeline for completion, anticipated subcontracting activity, and desired results; program narrative must align with the budget narrative submitted in CSA.

Grant Budget previously funded by Fixed Rates will now use the Uniform Grant Budget and enter the Services and Rates under the Grant Exclusive Line Items. The Personnel, Fringe, Occupancy, and other expenditure lines are to be left blank.

Uniform Grant Budget payments will be processed upon receipt of invoice using the Expenditure Payment Voucher (EPV) provided it is completed correctly without having to be returned. The payment method for this award is post services provision Uniform Grant Budget payments based upon accepted Tobacco Retailer Education Log, Tobacco Enforcement

EXHIBIT F

PAYMENT

Program Summary Reports, and EPVs.
Rates to be utilized:

Invoice calculations will employ the posted rates for the services. Provider will deliver services in accordance to Exhibit B.

Description	Quantity	Basis	Cost	Length of Time (# of Retailors)	Grant Exclusive Line-Item Cost
Retailor Education	1	Rate	$55.00	1	$55.00
Compliance Check 1	1	Rate	$36.00	1	$36.00
Compliance Check 2	1	Rate	$36.00	1	$36.00
Compliance Check 3	1	Rate	$36.0	1	$36.00
Record Maintenance	1	Rate	10%	1	$16.30
State Total			$180.00		

Amount Requested from the State must be a whole number (no pennies). State total in example reflects rounding up.

------ END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -------

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
ADDITIONAL CERTIFICATIONS

23.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor's behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

ARTICLE XXIV
ADDITIONAL TERMS

24.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

24.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in **EXHIBIT C** either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee's primary location.

24.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

24.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

24.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

24.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

ARTICLE XXV
MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to

conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

25.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

25.3 Rights of Review. This 0 does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXVI
WORK PRODUCT

26.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

26.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

26.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantee will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

26.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXVII
POST-TERMINATION/NON-RENEWAL

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

ARTICLE XXVIII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at http://www.dhs.state.il.us/page.aspx?item=66602.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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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 XXIX
ADDITIONAL REQUIREMENTS

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is **C** . It can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.

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Division of Behavioral Health and Recovery Substance Use and Gambling Disorder Services Attachment C

Table of Contents

1. Introduction
2. Applicable Laws, Rules and Regulations
3. Treatment and Support Services
4. Prevention Services
5. Deliverables
6. Payment
7. Eligibility Criteria
8. Reporting Requirements
9. Special Conditions

I. Introduction

This document is an attachment to the Illinois Department of Human Services (IDHS) Division of Behavioral Health and Recovery (DBHR) Substance Use and Gambling Disorder Services Uniform Grant Agreement (UGA). This attachment identifies additional grant agreement/contract rules and requirements that are not specified in the UGA but that apply to all funded organizations.

II. Applicable Laws, Rules, and Regulations

Compliance is required with all applicable laws, rules, and regulations, as well as guidelines of the state and federal government, including but not limited to:

A. Federal

Fee-for-Service (Medicaid) and Grant Funded

1. Program Fraud Civil Remedies Act (45 CFR, Part 79). Certification of compliance with the Program Fraud Civil Remedies Act.
2. Federal regulations regarding Diagnostic, Screening, Prevention, and Rehabilitation Services (Medicaid) (42 CFR 440.130).
3. Confidentiality of Substance Use Disorder Patient Records (42 CFR, Part 2).
4. Federal regulations regarding Opioid Maintenance Therapy (21 CFR 291.505 (FDA)), (21 CFR1301-1307 (DEA)).

Grant Funded Only

1. Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG) (45 CFR, Part 96 Subpart L).
2. Charitable Choice: Religious organizations as defined under 42 CFR 54.2(b), shall comply with the Charitable Choice Regulations as set forth in 42 CFR 54.1 et seq. regarding funds provided directly to pay for substance use disorder prevention and treatment services under 42 U.S.C. 300x-21 et seq.; 42 U.S.C. 290aa, et seq.; and 42 U.S.C. 290cc-21 to 290cc-35.

    a. Notice shall be given to each patient and potential patient of his/her right to receive alternative services from another organization, and the right to be referred to alternative services that reasonably meet the requirements of timeliness, capacity, accessibility and equivalency as set forth in 42 CFR 54.8 and 54a.8. It is recommended that the "model notice" set forth in Appendix A of 42 CFR 54a be used.
    b. Referrals shall be made to alternative organizations as set forth in 42 CFR 54.8 and 54a.8 and can be made utilizing 1-833-2FINDHELP or www.helplineil.org to identify suitable alternative organizations.
    c. A record of referrals made pursuant to these regulations shall be maintained and provided to IDHS on an annual survey as requested.
    d. No patient or potential patient may be discriminated against based on religion, a religious belief, or a refusal to actively participate in a religious practice.
    e. Funds shall not be used for inherently religious activities, such as worship, religious instruction, or proselytizing.
3. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
4. Title 77 Ill. Adm. Code, Parts 2059, 2060 and 2090.
5. Title 44, Part 7000, Grant Accountability and Transparency Act.
6. 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

B. State

Fee-for-Service (Medicaid) and All Grant Funded

1. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
2. Title 77 Ill. Adm. Code, Parts 2059, 2060 and 2090.
3. Title 44, Part 7000, Grant Accountability and Transparency Act.
4. Public Act 100-1058 Section 10, The Health Care Worker Self-Referral Act.

5. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards.
6. (410 ILCS 705/) Cannabis Regulation and Tax Act, when applicable.

C. Manuals

Fee-for-Service (Medicaid) and Grant Funded

- IDHS/DBHR DARTS Manual
- IDHS/DBHR Contractual Policy Manual

Fee-for-Service (Medicaid)

- Policy Manual for Participants Covered Under the Department of Healthcare and Family Services (IDHFS) Medical Programs

D. Residential and Opioid Treatment Programs Funded by SUPTRS BG

Capacity Management

- All residential American Society of Addiction Medicine (ASAM) level 3.5 and Opioid Treatment Program (OTP) IDHS licensed and funded programs are expected to use the Capacity Management (CapMan) system.

III. Treatment and Support Services

1. Services are more specifically described in the IDHS/DBHR Substance Use and Gambling Disorder Services Contractual Policy Manual.
2. All services can be funded via Grant, but Medicaid fee-for-service reimbursement from is only allowed for services that are covered in the DHFS Medicaid State Plan or for waiver services included as pilots in the Better Care Illinois Behavioral Health Initiative. All services must be delivered by licensed and/or certified organizations. Grant funds can only be used as payor of last resort for services that have not been denied by other payors due to medical necessity.

A. Treatment Services*

1. Level 0.5 (Early Intervention) as specified in Part 2060.405 (a).
2. Level 1 (Outpatient) as specified in Part 2060.410 (a).
3. Level 2.1 and 2.5 (Intensive Outpatient/Partial Hospitalization) as specified in Part 2060.410 (b).

4. Level 3.1 (Residential Extended Care) as defined in Part 2060.120 and as specified in Part 2060.410 (d).
5. Level 3.2 (Withdrawal Management) as specified in Part 2060.410 (e).
6. Level 3.5 (Residential Rehabilitation) as specified in Part 2060.410 (f).
7. Level 3.7 (Withdrawal Management) as specified in Part 2060.410 (g).
8. Psychiatric Evaluation: An examination of a patient and exchange of information to determine whether the patient's condition is because of alcohol and/or other drugs or to a diagnosed psychiatric disorder.
9. Medication Monitoring: A medical review of a patient's use of psychotropic medications while in treatment that is conducted by the organization's psychiatrist or physician or physician extender.
10. Medication Assisted Recovery: The prescription of medications that are approved by the U.S. Food and Drug Administration for the treatment of a substance use disorder and that support recovery for individuals receiving services in a facility licensed by the Division. Medication assisted recovery includes but is not limited to opioid treatment services using Methadone.
11. Gambling Intervention and Gambling Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.

* The American Society of Addiction Medicine (ASAM) Levels of Care are established by the latest ASAM edition of the Patient Placement Criteria and their implementation by IDHS/DBHR.

B. Support Services

1. Toxicology: Urine, blood or saliva analysis to determine the presence of alcohol and/or other drugs in patients who receive treatment or intervention services.
2. Case Management: A coordinated approach to the delivery of health and medical treatment, substance use disorder treatment, mental health treatment, and social services, linking patients with appropriate services to address specific needs and achieve stated goals.
3. Community Intervention: A service that occurs within the community rather than in a treatment setting. These services focus on the community and its residents and include crisis intervention, case finding to identify individuals in need of service, including in-reach and outreach to targeted populations or individuals not admitted to treatment and peer recovery support (PRS) services. Outreach is the encouragement, engagement or re-engagement of at-risk individual(s) into treatment through community institutions such as churches, schools and medical facilities (as defined by the community) or through IDHS/DBHR consultation. In-

reach is the education of community institutions or state agencies and social services staff regarding the screening and referral of at-risk individuals to treatment programs for the purposes of a clinical assessment.

4. Recovery Home: Services as specified in Part 2060.540 and/or in the service requirements located in the Contractual Policy Manual.
5. Criminal Justice Services: Activities designed to serve individuals with substance use disorders currently under the jurisdiction of the Circuit Courts and Judicial Districts of the State of Illinois, County Probation Departments, local State's Attorney's Offices and County Sheriff's Departments. Services are designed to refer those individuals into treatment programs as an alternative to prosecution or incarceration and to clinically monitor and track their progress in treatment. Activities designed to also serve inmates involved with or who are parolees of Department of Corrections Correctional Center substance use disorder treatment programs. These services are designed to intervene and address multiple problems, often chronic in nature, presented by the individual at the time of parole to the community and must include referrals to licensed community-based substance use disorder treatment organizations for continuing treatment and/or recovery.
6. Medications: Limited reimbursement for the cost of substance use disorder medications.
7. Interpreter Services for the Deaf or Hearing Impaired: Interpreter services for treatment clients who are also deaf or hearing impaired.
8. Child Domiciliary: Beds for children who reside with a parent who is receiving residential care or who is residing in a recovery home.
9. Gambling Intervention and Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.
10. Peer Recovery Support Services: non-clinical services that support individuals in their journey of recovery from substance use and/or mental health or other behavioral health challenges.
11. Special Project: The provision of special or unique projects. Descriptions are specified in a separate scope of services (Uniform Grant Agreement exhibit) that are incorporated into and, therefore, are a part of the IDHS UGA.
12. Vouchered Contract Deliverable: The provision through fixed rate or grant that cannot be billed electronically through DARTS.

C. Interim Services (45 CFR 96.121)

Interim Services or Interim Substance Use Disorder Services means services that are provided until an individual is admitted to a substance use disorder treatment program.

The purposes of the services are to reduce adverse health effects, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), the risks of needle-sharing, the risks of HIV and TB transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

D. Tuberculosis Services

At a minimum, TB services must include counseling regarding tuberculosis and testing to determine infection with mycobacterium tuberculosis and the appropriate form of treatment and to provide a referral for infected persons for appropriate medical evaluation and treatment. Through arrangements with other public or nonprofit entities, such tuberculosis services shall be routinely available to everyone receiving treatment for a substance use disorder; and in the case of an individual in need of such treatment, who is denied admission based on the lack of capacity of the organization to admit the individual, will refer the organization to another provider of tuberculosis services.

Organizations with SUPTRS BG funding shall report TB services correctly through DARTS and ensure that all TB education is properly documented in the client/patient record to demonstrate compliance with this SUPTRS BG funding requirements. Addition guidance is provided in Contract Policy Manual.

E. Pregnant Women and Women with Dependent Children (45 CFR 96.124)

Families shall be treated as a unit and therefore organizations shall admit both women and their children into treatment, if appropriate, including women attempting to regain custody of their children. The organization shall also make available, either directly or through linkage agreements with other public or nonprofit entities, the provision or arrangement for the following services:

1. Primary medical care for women, including referral for prenatal care and the provision of childcare while such women are receiving these services;
2. Primary pediatric care, including immunization, for children;
3. Gender specific treatment and therapeutic interventions for the women which may address relationship issues, sexual and physical abuse, parenting skills and the provision of childcare while such women are receiving these services;

4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse and neglect; and
5. Sufficient case management and transportation to ensure women and their children have access to these services.

Confirmation of the direct delivery of services or through referral will be documented in record.

F. Treatment Services for Pregnant Women (45 CFR 96.131)

Pregnant women who seek or are referred and who would benefit from such services shall be given preference in admission to treatment. The organization shall publicize the availability of treatment services to this population and that priority is given for admission. If unable to admit a pregnant woman because of insufficient capacity or because the organization does not deliver the necessary services, referral to another organization must be made and documented within 48 hours of the request. The organization shall also notify DBHR regarding such persons for whom it lacks the capacity to admit. This notification shall be made using the CapMan system which will enable the Division to identify an organization with the capacity to provide the necessary treatment.

G. Capacity for Treatment for Patients with Injecting Substance Use Disorders (45 CFR 96.126)

If the organization delivers treatment for patients with injecting substance use disorders, it shall:

1. Notify the Division immediately upon reaching 90% capacity to admit such individuals. Such notification shall be by use of CapMan.
2. Admit an individual who requests and needs treatment for intravenous drug use no later than 14 days after the individual makes the request for admission; or 120 days after the date of the initial request, if no organization has the capacity to admit the individual on the date of such request and if interim services, as defined herein, are made available to the individual not later than 48 hours after such request.
3. Establish a waiting list, which includes a unique patient identifier for each individual seeking treatment, including those receiving interim services, while awaiting admission to treatment.
4. Use outreach models that are evidence-based and scientifically sound or, if no such models are available which are applicable to the local situation, use an

approach which reasonably can be expected to be an effective outreach method. All models shall require that outreach efforts include the following:

a) Selecting, training and supervising outreach workers;
b) A strategy to contact high risk substance users, their associates and neighborhood residents that conforms to state and federal confidentiality requirements including 42 CFR, Part 2;
c) Promoting awareness among injecting drug users about the relationship between injecting drug use and communicable diseases such as HIV;
d) Recommend steps that can be taken to ensure that HIV transmission does not occur; and
e) Encouraging entry into treatment.

Confirmation of the direct delivery of services or through referral will be documented in record.

IV. Prevention Services

Services are driven by deliverables specified in Uniform Grant Agreement exhibits specific to the type of prevention program. The types of prevention programs are specified in the Contractual Policy Manual. The Drug Overdose Prevention Program is part of the Bureau of Prevention Services and activities are specified in the Substance Use Disorder Act (20 ILCS 301/5-23).

V. Deliverables

Fee-for-Service (Medicaid) and Grant Funded

A. Contractual Policy Manual and Specific Exhibits

The terms and conditions and deliverables set forth in the IDHS/DBHR Contractual Policy Manual and in all applicable Exhibits and/or service requirements located in the manual shall be in addition to those contained in this principal Attachment and in the Uniform Grant Agreement. They are incorporated herein by reference.

B. Conflict Between Attachment C, Exhibits and Service Requirements

In the event of a conflict between Attachment C, and an Exhibit or Service Requirement, the terms of the latter shall supersede and govern.

Grant Funded Only

C. Continuity of Services

The funds obligated under this award are for the entire twelve-month period of the state fiscal year referenced herein unless a specific start date is indicated due to funding restrictions. Therefore, the organization shall ensure that all services funded by this award are available for the entire twelve-month period of the fiscal year irrespective of when full disbursement of the award occurs. IDHS/DBHR Grant-funded programs should prioritize the development of comprehensive plans to guarantee the lasting sustainability of the critical services they provide to individuals and communities.

D. Annual Certification Plan (ACP) Survey

The organization shall complete an Annual Certification Plan [Survey] in a prescribed format and have such a plan approved in writing and on file with IDHS/DBHR.

VI. Payment

A. Funding Methodology

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template. However, fixed rate grants are only eligible to use Reimbursement method.

Advance Payment Method (Advance and Reconcile)

1. Since IDHS is subject to the Grant Accountability and Transparency Act, IDHS is required by 44 Ill. Admin. Code 7000.120 to remit Award payments via advance payment when Awardees meet the requirements set forth in 2 CFR 200.302 (Financial Management), 44 Ill. Admin. Code 7000.120(b)(i)(A)(i and ii) (Advance Payments), and other requirements as described in this Directive.
2. Awardees may request advance payment for each Award issued by IDHS. Requests must be submitted to the respective Award Program Manager by the method prescribed in the Grant program Notice of Funding Opportunity (NOFO) or the Catalog of State Financial Assistance (CSFA) - Program Listing. A separate request must be submitted for each IDHS Grant program application.
3. Requests for advance payment must be accompanied by an IDHS Advance Payment Request Cash Budget Template (Cash Budget) for each Award. Cash

Budgets must be signed by either the Chief Executive Officer (or equivalent) or Chief Financial Officer (or equivalent) for the entity. The executive's signature certifies that their entity complies with the requirements set forth in 2 CFR 200.302 (Financial Management) and 44 Ill. Admin. Code 7000.120(b)(i)(A) (Advance Payments). The Cash Budget must demonstrate the estimated monthly cash requirements for each month of program Award operation. Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Awardee in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Awardee for direct program or project costs and the proportionate share of any allowable indirect costs. Additionally, the Awardee entity must make timely payments to sub-recipients and contractors.

4. Upon program approval for advance payment, an initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.
5. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 15 days after the first month of the Award's term. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
6. Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.
7. Grantees that do not expend all advance payment amounts by the end of the Award term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective budget, must return the funds within 45 days.
8. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
9. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

1. Grant Fixed Rate: means payments for non-Medicaid services based on a rate, unit cost or allowable costs incurred, that are based on a statement, bill or DARTS

submission as required by IDHS. Fixed Rate payments are subject to all federal administrative regulations and requirements including, but not limited to, OMB Circular A-102, OMB Circular A-100, OMB Circular A-133, and are subject to all applicable cost principles, including OMB Circular A-21, OMB Circular A-87 and OMB Circular A-122. A Fixed Rate agreement, in common terminology, is a non-Medicaid fee-for-service agreement. Fixed Rate grants will be paid on a Reimbursement basis.

2. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.
3. Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted on or before the 15th calendar day following the end of each monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.
4. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

1. IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.
2. Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 15 calendar days after the first month of the Award term. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
3. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
4. Working Capital Advance Payments are limited to a single occurrence per grant term.
5. Following the initial working capital advance payment, grantees will be paid via advance or reimbursement method as appropriate.

B. Payments Processed by Division

All Payments are subject to post-payment audit and recovery procedure as set forth in IX, F. of this attachment.

C. Grantee Compliance Enforcement System: Illinois Stop Payment List

The Grant Accountability and Transparency Act (GATA) established a Grantee Compliance Enforcement System that outlines a statewide framework for State agencies to manage occurrences of noncompliance with grant requirements. See 44 ILCS 7000.80 For example, organizations that do not submit monthly invoices or quarterly periodic performance reports as per deliverable requirements in their UGA can be referred to IDHS for placement on the IDHS stop-pay list. Possible non-compliance repercussions include referral to the State stop pay system which impacts all agencies' payments.

D. Final Billing Submission Date

The final submission date for billing all non-Medicaid funded services is close of business of the first Monday of August. Notification is provided twice a year in writing of the actual final submission date. It is the responsibility of each organization to ensure that all fiscal year billings are submitted for DARTS or manual processing by this date. As a reminder, it is critically important that DARTS or manual billing errors be resolved when they occur as delays in billing reconciliation from the organization that result in non-accepted or late submissions will not be eligible for payment through the Court of Claims. Examples of such delays that are the responsibility of the organization are:

1. Submission of claims past the August date.
2. Non-reconciliation of software reporting problems resulting in inability to submit bills by the August date.
3. Non-reconciliation of DARTS or manual billing errors by the August date.
4. Non-submission of manual payment vouchers by the August date.

To assist with compliance to year-end submissions, it is strongly recommended that June DARTS or manual earnings/expenditures, as well as any other prior month's earnings/ expenditures, be submitted as early as possible in July to allow time for correction of errors. Adherence to this submission deadline is a factor that is evaluated during each state fiscal year contracting process.

VII. Eligibility Criteria

A. Patient Eligibility

All individuals who receive services funded by the Division must:

1. Meet the income eligibility requirements specified in the Contractual Policy Manual and/or;
2. Meet any stated eligibility conditions in an Exhibit referenced in the Attachment C cover page, the Contractual Policy Manual, and Exhibit 1 for the applicable fiscal year award and/or;
3. Have a valid Illinois medical card for Medicaid reimbursement.

B. Client/Patient/Resident Rights

That access to services shall not be denied on the basis of, including but not limited to, race, color, sex religion, national origin, ancestry, age (40 and over), order of protection status, marital status, sexual orientation (including gender-related identity), HIV status, physical or mental disability, unfavorable discharge from military service, pregnancy, citizenship status, employment status, familial status, or arrest record;

C. Service Priorities

In its admission of patients for services as described in this Agreement, the organization shall, and certifies that it does, give priority to the following patients (unless such priority would violate state or federal law). Priorities 1, 2, and 3 must be addressed in rank order.

1. Pregnant women with injecting drug use.
2. Pregnant women with a substance use disorder.
3. Individuals with injecting drug use.
4. Post-partum women, women with young children and justice-involved women.
5. DCFS referred persons, TANF, DOC releasees and those with service in the U.S. Armed Forces.

D. Temporary Assistance for Needy Families Referrals

The Temporary Assistance for Needy Families (TANF) program provides temporary financial assistance for pregnant women and families with one or more dependent children. TANF provides financial assistance to help pay for food, shelter, utilities, and expenses other than medical. Any TANF individuals referred from a IDHS office must be given priority status for placement as specified herein. Such individuals must receive an assessment within 48 hours and every attempt should be made for an immediate

placement in treatment. The organization shall comply with all paperwork requirements associated with the referral, placement, progress, and sanctioning of such individuals (i.e., referral acceptance form, progress report form).

E. Service Members, Veterans, and Their Families (SMVF)

The organization shall:

1. Develop policies and procedures regarding the provision of substance use disorder services to SMVF.
2. Develop a list of referral resources to assist SMVF address issues related to Post Traumatic Stress Disorder, suicide prevention, employment, education, housing, and the process of applying for state and federal veteran's benefits.
3. Ensure that the following inquiry is made when conducting any initial screening or evaluation. "Have you or a loved one ever served in the U.S. Armed Forces?"
4. Ensure SMVF have access to culturally appropriate services, through development of a training plan to improve staff awareness of SMVF issues and increase staff understanding of military culture. Training resources can include the Illinois Joining Forces network, the Illinois Department of Veterans Affairs , U.S. Department of Veterans Affairs , and the VA's Community Providers toolkit.

VIII. Reporting Requirements

A. Periodic Performance Reporting

The State agency shall require organizations that receive a UGA to use the Periodic Performance Report (PPR) to articulate performance outcomes. In addition, each State grantmaking agency shall utilize the PPR to:

1. Require its awardees to relate financial data to performance accomplishments of the award; and
2. When applicable, require awardees to provide cost information to demonstrate cost-effective practices. [30 ILCS 708/50(c)(1)]

All fixed rate grantees, unless otherwise specified in writing by the Division, shall report service data electronically. Organizations shall also report any other data requested by the Division to carry out its duties. The preferred method of reporting fixed rate grant service data is through software supplied by the Division (DARTS) unless another arrangement has been made in writing.

B. Source Data

Organizations shall be able to verify, upon request, all DARTS and manual reporting data entries via hard copy of source documentation as defined and described in the Division of Behavioral Health and Recovery Substance Use and Gambling Disorder Services Contractual Policy Manual for the current fiscal year.

C. Fiscal Data

Organizations must submit financial reports as requested and in the format required by IDHS/DBHR. Organizations shall file monthly reports with describing the expenditure(s) of the funds related thereto IAW 2 CFR 200.207. Failure to submit the required financial reports may cause delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

D. DASIS

The U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration, Drug and Alcohol Services Information System (DASIS), National Survey of Substance Abuse Treatment Services (N-SSATS) questionnaire shall be completed by the organization at least annually. One survey shall be completed per site number (one I-SATS number is assigned per site). Inventory of Substance Abuse Treatment Services (I-SATS) are assigned by the Substance Abuse and Mental Health Services Administration (SAMHSA) to all treatment facilities. The I-SATS ID number is the same identifier for the Treatment Episode Data Set (TEDS), and the National Survey of Substance Abuse Treatment Services (N-SSATS) systems.

E. Manual Reporting

All manual report requirements set forth in specific service requirements located in the Contractual Policy Manual shall be submitted according to timeframes set within the UGA or directed by IDHS/DBHR. All such reports shall be submitted to the Contract Manager/Project Director with carbon copy to their supervisor through their Illinois email address and they can be also submitted to the following address:

Contract Management
Attn: Supervisor
Illinois Department of Human Services
Division of Behavioral Health and Recovery
401 South Clinton Street, Second Floor
Chicago, Illinois 60607-3800

F. Capacity Management/Waiting List

The organization shall report capacity information for funded residential and/or opioid treatment programs at each of its sites to the Capacity Management System daily. Reporting shall occur in a manner specified through the Illinois Helpline for Opioids and Other Substances portal. The organization agrees to make every reasonable effort to locate and effect referrals to appropriate services for any patient who is specified as a priority service population as described herein, before placing such patient on a waiting list. Organizations shall maintain a documented record system, which includes patient locating information for patients it has placed on a waiting list. A waiting list function is available through the Illinois Helpline, using the provider portal website at Illinois Helpline for Opioids and Other Substances. Interim services must be provided to patients that are considered priority populations if they are on the organization's waiting list.

IX. Special Conditions

A. Training

The organization shall attend and participate in sponsored training and technical assistance. The organization shall be notified of required training and shall be responsible for all related travel expenses, unless otherwise specified. Attendance of fixed rate funded program staff may be billed through the Community Intervention.

B. Notifications

The organization shall:

1. Notify IDHS/DBHR immediately in writing upon discovery of any substantial problem relative to the submission of any required service or financial data.
2. Obtain approval in writing 90 calendar days prior to any planned cessation or relocation of any service or facility funded in part or total by the Division. **Failure to obtain such approval is a material breach of this agreement and voids the Division's funding obligation for such program**.

C. Peer Review

Peer review, coordinated through IDHS/DBHR will be conducted on selected organizations to assess the quality, appropriateness, and efficiency of treatment services delivered in accordance with 77 Ill. Adm. Code 2060 and in accordance with the requirements of 45 CFR, Part 96.136. All funded organizations must participate in this process when requested.

D. Staff Development

The organization shall provide or facilitate staff development, including continuing education and will participate in continuing education/professional development with respect to:

1. Recent trends in SUD in the state. Substance Use Disorder (SUD) – *means a spectrum of persistent and recurring problematic behavior that encompasses 10 separate classes of drugs: alcohol, caffeine, cannabis, hallucinogens, inhalants, opioids, sedatives, hypnotics and anxiolytics, stimulants, and tobacco, and other unknown substances leading to clinically-significant impairment or distress.* [20 ILCS 301/1-10]
2. Improved methods and evidence-based practices for SUD and prevention services;
3. Performance accountability;
4. Data Collection and reporting requirements; and
5. Any other matters that would serve to improve the delivery of SUD prevention, intervention, and treatment within the state.

E. Evaluations

The organization may be randomly selected to participate in outcome evaluations. If selected, the organization shall assist as requested within reason, i.e., locating and interviewing patients, obtaining required written consent from patients. The organization shall within reason and in accordance with confidentiality requirements, keep contact information on former patients, which includes at least three individuals that may be contacted regarding their participation,

F. Monitoring and Post-Payment Auditing

The organization shall allow the Division access to its facilities, records, and employees for the purposes of monitoring and post-payment auditing. Any findings arising from monitoring or post-payment audits will be shared with the organization.
The organization shall submit corrective action plans as requested, shall comply with plans of correction relative to monitoring and may be subject to license sanctions for non-compliance. Post-payment audit will also result in recoupment of funds, which are the subject of audit findings. Any funds, which have been determined to be unsupported; to be overpayments; or otherwise, to be improperly held, shall be returned to the Division.

1. Grant funds shall be recovered as disbursement adjustments during the contract or pursuant to the Illinois Grant Funds Recovery Act and 89 Ill. Adm. Code 511 at the end of the grant period.
2. Grant Fixed Rate and Drunk and Drugged Driving Prevention Fund (DDDPF) funds shall be recovered pursuant to a notice of intent to recover unsubstantiated billings and a chance for written informal review.
3. Medicaid funds shall be recovered pursuant to 89 Ill. Adm. Code 140.15 and 89 Ill. Adm. Code 104.200 et. seq. regarding Medical Vendor Hearings.

G. Fiscal Requirements for Grant Funded Only

Federal Award funds may not be used:

1. To provide inpatient hospital services, except as determined to be medically necessary in accordance with federal guidelines;
2. To make cash payments to intended recipients of health services except in the case of program outcome evaluations;
3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds without prior approval;
5. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
6. To provide financial assistance to any entity other than a public or nonprofit private entity;
7. To expend more than the amount prescribed by Section 1931 (a)(3) of the PHS Act for the provision of treatment services in penal or correction institutions of the state; and
8. The organization shall adhere to all applicable requirements cited in federal regulations 2 CFR200 as well as SABG requirements stated in federal regulations Title 45; Part 96; Subpart L; 96.135.

H. Funding Policy

1. The organization shall establish systems regarding eligibility, billing, and collection to assure that persons entitled to third party payment benefits (other than state or federal funds) are reimbursed therefrom, and that all other

provisions regarding patient eligibility and payment are implemented as specified in the Contractual Policy Manual.
2. Substance use disorder treatment services billed to this contract agreement shall be reimbursed at the rates set forth in current Contractual Policy Manual. Rates for existing programs will remain in place during the period of this agreement or until otherwise indicated in writing by the Division.
3. Funding is provided for services to all eligible individuals regardless of where they reside in Illinois unless otherwise specified by the Division.

I. Global Funding

Global funding combines multiple services together into one funding amount that is used for disbursement. An earnings expectation is established as the global funding amount to provide service flexibility throughout all levels of care. However, dedicated funding may be established within global funding relative to expectations for a specific service or population.

Illinois Department of Human Services
JB Pritzker, Governor · Dulce M. Quintero, Secretary

IDHS Office Locator

IDHS Help Lines

Substance Use Services
Visit the Illinois' Substance Use Helpline website, or
Call (833) 234-6343 or Text "Help" to 833234

Gambling Services
Visit the Illinois' Gambling Helpline, or
Call 1-800 Gambler, or Text "GAMB" to 833234

State Agency Illinois Department of Human Services
FY. 2026
Grantee CITY OF JOLIET
Notice of Funding Opportunity (NOFO) Number. N/A
Data Universal Number System (DUNS) Number 074407891
FEIN 366088568
Catalog of State Financial Assistance (CSFA) Number 444-26-1565
CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM
Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A
CFDA Short Description. see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	**Total**
State of Illinois Requested:	$17,930.00
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	$17,930.00
16. Total Direct Costs (add lines 1-15) (200.413)	$17,930.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 **MUST EQUAL REVENUE TOTALS ABOVE**	$17,930.00

Contract Published Date Time: 2025.07.09.05.35.57 940

State Agency Illinois Department of Human Services
FY. 2026
Grantee CITY OF JOLIET
Notice of Funding Opportunity (NOFO) Number. N/A
Data Universal Number System (DUNS) Number 074407891
FEIN 366088568
Catalog of State Financial Assistance (CSFA) Number 444-26-1565
CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM
Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A
CFDA Short Description. see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	**Total**
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 **MUST EQUAL REVENUE TOTALS ABOVE**	N/A

Contract Published Date Time: 2025.07.09.05.35.57 940

State Agency Illinois Department of Human Services **FY.** 2026

Grantee CITY OF JOLIET **Notice of Funding Opportunity (NOFO) Number.** N/A

Data Universal Number System (DUNS) Number 074407891 **FEIN** 366088568

Catalog of State Financial Assistance (CSFA) Number 444-26-1565 **CSFA Short Description.** TOBACCO ENFORCEMENT PROGRAM

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A **CFDA Short Description.** see linked Agreement Exhibit-A

Budget Narrative Summary

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	N/A	N/A	N/A
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	$17,930.00	N/A	$17,930.00
16. Total Direct Costs (add lines 1-15) (200.413)	$17,930.00	N/A	$17,930.00
17. Indirect Cost	N/A	N/A	N/A
State Request	$17,930.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			$17,930.00

Contract Published Date Time: 2025.07.09.05.35.57 940

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 434-25

File ID: 434-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/10/2025

Department: **Final Action:**

Title: Resolution Authorizing Acceptance of the Tobacco Enforcement Program Grant

Agenda Date: 08/05/2025

Attachments: Resolution, Tobacco Enforcement Grant 2025.pdf

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/28/2025	Gina Logalbo	Approve	7/23/2025
1	2	7/29/2025	William Evans	Approve	7/30/2025
1	3	7/29/2025	Todd Lenzie	Approve	7/31/2025
1	4	8/1/2025	Beth Beatty	Approve	7/31/2025

150 West Jefferson Street
Joliet, IL 60432

City of Joliet

Memo

File #: 435-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: William Evans, Chief of Police

SUBJECT:
Resolution Authorizing a FOID Enforcement Grant Program Agreement Between the State of Illinois and the City of Joliet

BACKGROUND:
The purpose of the Firearm Owner's Identification ("FOID") card enforcement grant is to conduct enforcement operations against persons whose FOID cards are revoked or suspended and to collaborate with members of the Violent Crime Intelligence Task Force to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012. The State of Illinois has offered a grant to the City of Joliet in the amount of $33,231.00 to facilitate this program. The program will focus on individuals that are a present and clear danger to themselves or others.

The Public Safety Committee will review this matter.

CONCLUSION:
The Joliet Police Department is requesting authorization to accept the grant and continue this program in Joliet.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve a resolution to authorize a FOID Enforcement Grant Program Agreement Between the State of Illinois and the City of Joliet.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A FOID ENFORCEMENT GRANT PROGRAM AGREEMENT BETWEEN THE STATE OF ILLINOIS AND THE CITY OF JOLIET

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS FOLLOWS:

SECTION 1: That the Mayor and the City Council authorize the Chief of Police to execute the FOID Enforcement Grant Program Agreement in Exhibit A between the State of Illinois and the City of Joliet, on behalf of the City of Joliet.

SECTION 2: This Resolution shall take effect upon its passage.

PASSED this _____ day of _____, 2025

_____ _____

MAYOR CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, State Police
AND
Joliet Police Department

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and **Joliet Police Department** (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.

[State Police]

By: _____
Signature of Brendan F. Kelly, Director
By: _____
Signature of Designee
Date: _____
Printed Name: Rebecca Hooks
Printed Title: First Deputy Director
Designee

[Joliet Police Department]

By: _____
Signature of Authorized Representative
Date: _____
Printed Name: _____
Printed Title: _____
E-mail: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: Steffanie Garrett
Printed Title: Chief Legal Counsel
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: Michelle M. Dankoski
Printed Title: Chief Financial Officer
Third Grantor Approver

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 **07/01/2025** and expires on **06/30/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds **$33,231.00,** of which _ 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**):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is . The federal awarding agency is , and the Federal Award date is . If applicable, the Assistance Listing Program Title is and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is **493-80-2595** and the CSFA Name is **FY26 State Police Revocation Enforcement**. If applicable, the State Award Identification Number (SAIN) is .

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **NA1XCERT8N53** 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 **Individual.**

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 an 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

The grantee will utilize grant funds in accordance with this purpose as outlined below:

The purpose of the FOID enforcement grant program is to facilitate the sharing of information and development of partnerships within the Violent Crime Intelligence Task Force to reduce and prevent illegal possession and use of firearms, solve firearm-related crimes, and otherwise reduce violent crimes in Illinois. The grantee will utilize grant funds for the sole purposes of:

a. Conducting enforcement operations against persons whose Firearm Owner's Identification Cards have been revoked or suspended and persons who fail to comply with the requirements of Section 9.5 of the Firearm Owners Identification Card Act, prioritizing individuals presenting a clear and present danger to themselves or to others under paragraph (2) of subsection (d) of Section 8.1 of the Firearm Owners Identification Card Act; and

b. Collaborating with members of the Violent Crime Intelligence Task Force to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012.

The Grantee will remain in compliance with Firearm Safety Enforcement Detail Protocols. The protocols provide standards pertaining to pre detail preparation, detail execution and post detail operations.

Firearm Safety Enforcement Detail Protocols

1. Inform the area Zone Gun Liaison Officer (GLO) of the date, time, and area of detail. GLO has the option to participate as an active enforcement participant or may assist in the coordination of the detail with the agencies detail commander. Prior to the start of the first detail, the detail commander will discuss the operation with the Zone GLO.

2. Agency must sign up for the Illinois State Police (ISP) Firearms Services Bureau (FSB) Law Enforcement portal. This is where the most current and updated information reference an individual’s Firearm Owner’s Identification (FOID) card status may be found. www.ispfsb.com

3. Conduct a search under the Reports tab by submitting the County of your request. You may then sort the spreadsheet by your municipality or by the other sortable columns. It recommended that your agency tier/prioritize enforcement by revocation reason consistent with your departments risk assessment.

4. Conduct a workup of each individual through the Statewide Terrorism Intelligence Center (STIC). Items in the workup will include but are not limited to criminal history, driver’s license response, FOID card response, Concealed Carry License (CCL) response, telephone number and if deemed necessary the Firearm Transfer Inquiry Program (FTIP) response.

5. Conduct a de-confliction of the subject and residence using STIC or other databases used by the detail agency.

6. A detail operations briefing will be conducted consistent with the detail agency standard operating procedures.

7. Once contact is made with the subject:

•Advise of FOID status

•Advise statutory requirements

•Determine if the letter was received and if not, provide a copy

•State officer's intention on scene

•Take into possession FOID card if available/If CCL holder take CCL or combination FOID/CCL card into possession. If "Lost", ensure it is documented on the Firearm Disposition Report ISP 2-636 and upload to the ISP Law Enforcement Portal.

•Assist in transferring possession of firearms to someone who can legally possess them and complete a Firearms Disposition Record. If no firearms are possessed by the subject, a Firearms Disposition record shall still be completed.

• Officer receives completed Firearm Disposition Record (FDR). If the officer is unable to provide a copy of the FDR on scene, one shall be provided at a later time (emailed copy is acceptable).

After detail completion:

• If FOID was surrendered and taken into custody by the agency for a revoked FOID status, the agency will destroy the FOID card and mark in the law enforcement portal that card was destroyed. If the FOID card or FOID/CCL combination card was taken into custody with a suspended status, the card may be transferred to the individual taking possession of the firearms and noted on the Firearms Disposition Record.

• If the CCL was taken into custody, it will be sent back to Illinois State Police Firearm Services Bureau 801 S. 7th St. Springfield, IL. 62073.

• The Firearms Disposition Record will be scanned into the Law Enforcement Portal with the original destroyed.

• The monthly performance report will be completed on an Excel Spreadsheet and uploaded in addition to required fields completed in AmpliFund within seven (7) days following the reporting period.

• The quarterly financial report will be completed on an Excel Spreadsheet and uploaded in addition to required fields completed in AmpliFund within seven (7) days following the reporting period.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the Grantee's approved Application.
The approved Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse for those expenditures that are specifically listed on the approved Application and incurred within the performance period.
The grantee is required to perform each of the following tasks:

1. The Grantee shall complete the monthly performance report on an Excel Spreadsheet and uploaded in addition to required fields in AmpliFund within seven (7) days following the reporting period.

2. The Grantee shall complete the quarterly financial report on an Excel Spreadsheet and uploaded in addition to required fields in AmpliFund within seven (7) days following the reporting period.

3. The grantee is required to perform each of the following tasks: conducting compliance checks, seizing firearms, collecting and destroying revoked FOID and CCL Cards, uploading information into the law enforcement portal, and making arrests where appropriate.

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	**GRANTEE CONTACT**
Name: Brent Frey	Name: Maria Hernandez Green
Title:	Title:
Address: 801 S 7th St Suite 300-A Springfield, IL 62703	Address: 150 W Washington Street Joliet, IL 60432

FOR GRANT ADMINISTRATION

GRANTOR CONTACT	**GRANTEE CONTACT**
Name:	Name: Maria Hernandez Green
Title:	Title:
Address: 801 S 7th St Suite 300-A Springfield, IL 62703	Address: 150 W Washington Street Joliet, IL 60432
Phone:	Phone: (815) 724-3217
TTY#:	TTY#:
E-mail Address:	E-mail Address: mgreen@jolietcity.org

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Grantee shall enter required performance data and upload the Excel spreadsheet, no later than the seventh day following the end of every month. If no activity is generated in a given month, the information shall still be submitted in the previously noted time frame. No activity on the will be noted as “0” in the appropriate boxes.

The Grantee shall maintain payroll records and any existing documentation for each item for which the Grantee is requesting reimbursement to prove expenses are in compliance with the approved grant application. Excel spreadsheet for quarterly financial should be uploaded and required information entered into Amplifund within seven (7) days following the reporting period.

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.

2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.

3. Adequate results from grant monitoring conducted by the Grantor.

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.

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.

ICQ Section:	3 - Financial and Programmatic Reporting (2 CFR 200.327)
Problem for Clarification/Resolution:	The grantee stated it does not have written review and approval processes over financial and programmatic reporting. Best practices mandate that policies and procedures be documented. The grantee indicated "sometimes" in regards to the organization having performance measures that tie to financial data. Best practice warrants that an organization have a direct correlation to a result, invoice, completed job, and/or benefit that equates or indicates a "performance measure." These "performance measures" may then be directly related to the costs presented within financial records and reports. The grantee stated the performance reports are prepared by Grant Managers or Programs Directors. Best practices mandates performance reports be prepared by trained staff who work for the organization in the specific program area.
Conditions:	Requires development of a plan to correct deficiencies identified in the risk assessment. ISP requests to see the plan.
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate which may result in misreporting and an abusive environment.
How to Resolve:	Grantee must submit documentation of implementation of mitigating controls over financial and programmatic reporting functions of grants.
Timeframe:	The plan must be completed and submitted to ISP within one year.

ICQ Section:	4-Ability to Effectively Implement Requirements
Problem for Clarification/Resolution:	The grantee indicated the governing body is "not involved in audit activities". The grantee indicates there are key policies and procedures missing in relation to grants. The grantee should develop policies and procedures for the entire grants process from applying for grants, to monitoring and ensuring allowability and reporting grant activities, both financial and programmatic.
Conditions:	Requires development of a plan to correct deficiencies identified in the risk assessment. Grantee must maintain documentation of additional prior approvals from grantee management. ISP would like to review the documentation of the plan.
Risk Explanation:	Medium to high risk increases the likelihood of unallowable costs or services, audit findings and questioned costs and fraud, waste and abuse that would be required to be returned to the state and federal government; subrecipients are not compliant with grant requirements, budgeting and expenditure of funds is in conformity with 2 CFR 200.
How to Resolve:	Requires development of a plan and timeline to correct deficiencies identified as risk assessment. ISP would like to review the plan and documentation.
Timeframe:	One year from the implementation of additional controls and corrective action plan.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

In addition to the uniform requirements in PART ONE, Grantor has the following additional requirements for its Grantee:

The Grantor has the following additional requirements for its Grantee:

1. The Grantee must be a member of the Illinois State Police Violent Crime Intelligence Task Force (VCITF). In order to become a member of the VCITF, an Intergovernmental Operating Agreement (IGA) between the Grantee Department and the Illinois State Police must have been fully executed (IGA is attached and must be completed if not already a member of the VCITF).

2. The Grantee Department will provide a W-9 for their Law Enforcement Department at the time of application by uploading into AmpliFund.

3). Comply with required monthly performance reporting within seven (7) days after the end of each reporting period by uploading Excel spreadsheet and entering required information into AmpliFund.

4. Comply with required quarterly financial reporting within seven (7) days after the end of each reporting period by uploading Excel spreadsheet and entering required information into AmplifFund.

5. No close out report required as all information will be documented on the June 2026 monthly performance and the Quarter 4 financial reporting spreadsheets and entries in AmpliFund.

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:

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:

The Grantor has the following additional requirements for this Project:

Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ISP has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 435-25

File ID: 435-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/10/2025

Department: **Final Action:**

Title: Resolution Authorizing a FOID Enforcement Grant Program Agreement Between the State of Illinois and the City of Joliet

Agenda Date: 08/05/2025

Attachments: Resolution, FOID Grant 2025.pdf

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/29/2025	Gina Logalbo	Approve	7/23/2025
1	2	7/29/2025	William Evans	Approve	7/31/2025
1	3	7/29/2025	Todd Lenzie	Approve	7/31/2025
1	4	8/1/2025	Beth Beatty	Approve	7/31/2025

Memo

File #: 436-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing an Intergovernmental Licensing Agreement with Pace

BACKGROUND:
The purpose of this memorandum is to provide background information and discuss the proposed resolution authorizing the City Manager to execute an Intergovernmental Agreement between the City of Joliet and Pace, the Suburban Bus Division of the Regional Transportation Authority. This agreement pertains to the use of a portion of City-owned property for parking in connection with Pace's VanGo Pilot Vehicle Program.

CONCLUSION:
Pace, the Suburban Bus Division of the Regional Transportation Authority, desires to use a portion of the City-owned parking lot at the Joliet Gateway Center for parking in connection with its VanGo Pilot Vehicle Program. The City of Joliet, as the sole titleholder of the property, wishes to grant a license to Pace for this purpose. This agreement will facilitate the use of City property to support public transportation initiatives.

RECOMMENDATION:
The administration recommends that the Mayor and City Council approve the Resolution Authorizing an Intergovernmental Licensing Agreement with Pace.

RESOLUTION NO. ____

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL LICENSING AGREEMENT WITH PACE

WHEREAS, the City of Joliet, an Illinois municipal corporation ("Licensor"), is the sole titleholder of the real property identified by P.I.N. 30-07-15-100-022-0000 and depicted in Exhibit A ("Property"); and

WHEREAS, Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Licensee"), was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area; and

WHEREAS, Licensee desires to use a portion of the Property for parking in connection with Licensee's VanGo Pilot Vehicle Program ("Program"), and Licensor desires to grant a license to Licensee for that purpose; and

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

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

WHEREAS, the City of Joliet is a home rule unit pursuant to Article VII, Section 6 of the Constitution of the State of Illinois of 1970, and as such, has the authority to exercise any power and perform any function pertaining to its government and affairs, including the power to enter into intergovernmental agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The City Manager is hereby authorized to execute License Agreement between the City of Joliet and Pace, the Suburban Bus Division of the Regional Transportation Authority, substantially in the form attached hereto as Exhibit A, for the use of a portion of the Property for parking in connection with Licensee's VanGo Pilot Vehicle Program.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

LICENSE AGREEMENT

This license agreement ("Agreement") is between City of Joliet, an Illinois municipal corporation ("Licensor"), and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Licensee").

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

Licensor is the sole titleholder of the real property identified by P.I.N. 30-07-15-100-022-0000 and depicted in Exhibit A ("Property").

Licensee wants to use a portion of the Property for parking in connection with Licensee's VanGo Pilot Vehicle Program ("Program"), and Licensor wants to grant a license to Licensee for that purpose.

In consideration of the foregoing recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant and Scope of License**. Licensor grants a non-exclusive license to Licensee to use a portion of the Property, consisting of two parking spaces ("Licensed Area") to park Pace-owned Program vehicles ("Vehicles") up to 24 hours a day, seven days a week, as depicted in Exhibit A ("License"). Licensor shall allow Program drivers and riders to use such other portions of the Property as may reasonably be required for access to and from the Licensed Area, shall prevent obstruction of and/or interference with that access, and shall ensure that no parking tickets are issued to any Vehicle parked in the Licensed Area. Licensor will not be entitled to any payment for the License. Licensee will not be obligated to obtain any permits or pay any fees, costs, parking fines, or charges in connection with Licensee's use of the Licensed Area. No Vehicle maintenance or repair is permitted on the Licensed Area.

Licensor represents and warrants to Licensee that the Licensed Area is located completely within the boundary lines of the Property.

Upon execution of this Agreement, Licensor, at no cost to Licensee, shall provide Licensee with three key cards (one for each Vehicle and one for Licensee's staff) that will open the entrance and exit gates to the parking lot in which the Licensed Area is located. Licensee shall immediately notify Licensor if a key card is lost, stolen, or damaged. Upon receipt of that notice, Licensor shall immediately issue the replacement key card to Licensee.

2. **Effective Date**. This Agreement will be in effect beginning on the date on which Licensee signs this Agreement ("Effective Date"). If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party's signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.

3. **Term and Termination**. This Agreement will remain in effect for an initial term of two years following the Effective Date and will thereafter continue in full force and effect unless terminated by either party upon a minimum of 60 days' advance written notice to the other party.

4. **Repair and Maintenance**. Licensor, at no cost or expense to Licensee, shall perform or cause to have performed:

(a) all Property repair; provided, however, Licensee will be responsible for the reasonable costs of repairing any damage to the Property caused by Licensee's use thereof, ordinary wear and tear excluded. Such costs must be agreed upon by the parties prior to the commencement of the repair work.

(b) all Property maintenance, including snow removal from and deicing of the Licensed Area; provided, however, Licensor will not be obligated to remove snow from or deice that portion of the Licensed Area on which a Vehicle is parked, and Licensee will not be obligated to move any Vehicle parked on the Licensed Area for Licensor to perform snow removal or deicing of the Licensed Area. Snow removal means the clearing away of snow. Deicing means applying rock salt and/or other deicing products to surfaces to remove ice from and/or prevent ice from accumulating on those surfaces.

5. **Utilities**. Licensor shall utilize the existing lighting on the Property to keep the Property well-lit from 6:00 a.m. to 9:00 p.m. Central Time each day. Licensee will not be responsible for the payment of any bills for utility services to the Property, including water, electric, gas, and telephone.

6. **Signposts**. Licensee, at no cost or expense to Licensor, shall:

(a) install or cause to have installed two signposts on the Property to identify the Licensed Area for Program drivers and riders, provided Licensee obtains Licensor's prior written approval of the size, content, location, and materials used for the construction of the signposts, which approval must not be unreasonably withheld, delayed, or conditioned;

(b) perform or cause to have performed signpost maintenance and repair; and

(c) remove or cause to have removed the signposts and restore or cause to have restored the area upon which each signpost was located to the same condition as existed prior to signpost installation within 30 days after expiration or termination of this Agreement, ordinary wear and tear excluded. Licensor shall allow Licensee to continue to use the Property for purposes of that removal and restoration work.

7. **Redesignation of Licensed Area**. Licensor shall provide Licensee with a minimum of 30 days' advance written notice of any maintenance or repair work or other circumstances that will obstruct or interfere with Licensee's use of the Licensed Area. In the event of that notice, Licensor shall, in cooperation with Licensee, redesignate the Licensed Area ("Redesignated Licensed Area"). The Redesignated Licensed Area must include two adjacent parking spaces, if available, on the Property; will be subject to Licensee's prior written approval, which must not be unreasonably withheld, delayed, or conditioned; and will continue until Licensor provides Licensee with written notice that the maintenance or repair work or other circumstances have ended in which event Licensee's use of the Licensed Area will resume. The terms and conditions in this Agreement will apply to the Redesignated Licensed Area to the same extent as they apply to the Licensed Area.

8. **Security**. Licensee acknowledges that Licensor does not provide security to vehicles parked on the Property and that Licensor is under no duty or obligation to provide any such security.

9. **Indemnification**. Licensor shall indemnify, defend, and hold harmless Licensee, the Regional Transportation Authority, and their respective directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Licensor's intentional or negligent acts or omissions concerning Property repair and maintenance, including snow removal and deicing. Licensee shall indemnify, defend, and hold harmless Licensor and Licensor's directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Licensee's intentional or negligent acts or omissions concerning Licensee's use of the Licensed Area, ordinary wear and tear excluded.

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

(a) Licensor shall maintain: (1) Commercial General Liability Insurance (Broad Form) with limits no less than $1,000,000 each occurrence and an aggregate limit not less than $2,000,000; (2) Business Automobile Liability Insurance with a Combined Single Limit of not less than $1,000,000 per accident for bodily injury and property damage combined; and (3) Workers Compensation Insurance with limits no less than Coverage A – Statutory Benefits and Coverage B – Employers Liability of $500,000 each accident. Licensor's General Liability policy must name the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, as additional insureds.

(b) Licensee shall maintain: (1) Commercial General Liability Insurance (Broad Form) with limits no less than $1,000,000 each occurrence and an aggregate limit not less than $2,000,000; (2) Business Automobile Liability Insurance with a Combined Single Limit of not less than $1,000,000 per accident for bodily injury and property damage combined; and (3) Workers Compensation Insurance with limits no less than Coverage A – Statutory Benefits and Coverage B – Employers Liability – $500,000 each accident. Licensee's General Liability policy must name Licensor as an additional insured.

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

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

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

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

14. **Binding Effect**. This Agreement will be binding on the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns. This paragraph, however, will not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting by Licensee of the Licensed Area, which Licensee acknowledges it has no such right or power to do so except as permitted under paragraph 19.

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

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

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

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

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

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

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

(a) by personal delivery (deemed effective as of the date and time of delivery);

(b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company); or

(c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail).

Business days are defined as Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as either party may specify in writing:

If to Licensor:

City of Joliet
150 W. Jefferson Street
Joliet, IL 60432
Attention: City Manager

If to Licensee:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road

Arlington Heights, IL 60005
Attention: Executive Director

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

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

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

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

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

LICENSOR:	**LICENSEE**:
By: _____	By: _____
Signature	Signature
Print Name: _____	Print Name: Melinda J. Metzger

Title: _____	Title: Executive Director
Date: _____	Date: _____

EXHIBIT A

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 436-25

File ID: 436-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/15/2025

Department: **Final Action:**

Title: Resolution Authorizing an Intergovernmental Licensing Agreement with Pace

Agenda Date: 08/05/2025

Attachments: Resolution, 20250715 PACE Building Intergovernmental Agreement.docx

Entered by: duanderson@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/29/2025	Gina Logalbo	Approve	7/17/2025
1	2	7/30/2025	Dustin Anderson	Approve	7/31/2025
1	3	7/30/2025	Todd Lenzie	Approve	8/1/2025
1	4	8/1/2025	Beth Beatty	Approve	8/1/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 437-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Dustin Anderson, Director of Community Development

SUBJECT:
Resolution Authorizing the City Manager to Execute Lease Agreements for 10 S. Chicago Street and 9 Osgood Street.

BACKGROUND:
The City of Joliet has leased the building at 10 South Chicago Street to Will County since 2019. That lease has expired, and the parties have renegotiated mutually agreeable terms that include, among other provisions, the City's lease of 9 Osgood Street.

CONCLUSION:
The lease for 10 S. Chicago Street will allow Will County to continue to use the facility for their specialty courts as well as for storage. The term of this lease expires in 2028, with the option to renew. Will County is responsible for the general maintenance and repair of the structure, less the mechanical, electrical, and plumbing systems that make the facility habitable.

The lease for 9 Osgood Street will allow the City of Joliet to use the facility for fleet maintenance and other non-prohibited uses. The City will be responsible for interior alterations and maintenance.

RECOMMENDATION:
It is recommended that the Mayor and City Council approve the Resolution Authorizing the City Manager to execute the lease agreements for 10 S. Chicago Street and 9 Osgood Street.

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RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE LEASE AGREEMENTS FOR 10 SOUTH CHICAGO STREET AND 9 OSGOOD STREET

WHEREAS, the County of Will approved Resolution No. 19-222 on August 16, 2019, to lease property owned by the City of Joliet, located at 10 South Chicago Street, Joliet, Illinois 60432, to accommodate the Will County Specialty Courts Program beginning on December 1, 2019, and ending on November 30, 2022 ("Chicago Street Lease"); and

WHEREAS, the Chicago Street Lease has expired and the Parties have proposed new terms to the Chicago Street Lease (attached hereto as Exhibit A) which include, but are not limited to, the City of Joliet leasing property located at 9 Osgood Street, Joliet, Illinois; and

WHEREAS, the City of Joliet is interested in leasing property owned by the County of Will located at 9 Osgood Street, Joliet, Illinois. Details of the lease can be reviewed in the attached Exhibit B; and

WHEREAS, fair and reasonable negotiations between the Will County Executive's Office, the Will County State's Attorney's Office, and City of Joliet for the Leases have concluded with mutually beneficial terms and conditions in accordance with the attached Lease Agreements; and

WHEREAS, the Will County Board approved a Resolution Authorizing the Will County Executive to Execute Lease Agreements for 10 S. Chicago Street (Specialty Courts Program) and 9 Osgood Street on July 17, 2025; and

WHEREAS, the City of Joliet is a home rule municipality pursuant to Article VII, Section 6 of the Constitution of the State of Illinois of 1970, and as such, has the authority to exercise any power and perform any function pertaining to its government and affairs, including the power to enter into real estate agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The Joliet City Council authorizes the City Manager to execute the two (2) attached Lease Agreements between the City of Joliet and the County of Will for the properties located at 10 South Chicago Street, Joliet, Illinois and 9 Osgood Street, Joliet, Illinois.

SECTION 2: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

PASSED this _____ day of _____, 2025.

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

LEASE AGREEMENT BETWEEN THE CITY OF JOLIET AND THE COUNTY OF WILL FOR PROPERTY COMMONLY KNOWN AS 9 OSGOOD STREET, JOLIET

THIS LEASE MADE AND ENTERED INTO this _____ day of _____2025, by and between the COUNTY OF WILL, a body politic and corporate, hereinafter ("Lessor" or "County"), and the CITY of JOLIET, a Municipal Corporation, hereinafter ("Lessee" or "City");

WITNESSETH:

That Lessor, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Lessee, demises and leases unto the Lessee, the premises hereinafter described, for the period, at the rent and upon the terms and conditions hereinafter specifically set forth, and the Lessee does hereby hire and rent from the Lessor the same premises hereinafter described, for the rents stated, and upon the terms and conditions hereinafter specifically set forth.

1. **EXECUTION OF LEASE.** This Lease Agreement is executed simultaneously with a separate Lease Agreement (the 'Chicago Street Lease') incorporated herein by reference, between the same parties regarding the property located at 10 S. Chicago Street, Joliet, Illinois. The terms of this Lease Agreement and the Chicago Street Lease are interdependent, and the parties agree that any provision in either Lease Agreement that affects the other shall be binding in both agreements, provided that such provision does not conflict with the specific terms of either agreement.

2. **DURATION OF LEASE**. Commencing August 1, 2025 and ending August 31, 2028, Lessee shall have the option to renew upon written notice to Lessor of not less than 90 days prior to August 31, 2028. Prior to the end of each successive term and upon written notice, Lessee shall have the option to renew under the same terms and conditions for an additional term, up to a maximum of 99 years.

3. **PREMISES LEASED.** Premises is the property known as 9 Osgood Street, Joliet, Illinois 60432 (the "Property'), which is the building and land and all off-street surface parking spaces located on, or adjacent to, the property, which are either owned or controlled by the Lessor.

4. **PURPOSE.** Said demised premises shall be used by the Lessee for the purpose of, but not limited to, the operation of City of Joliet fleet vehicle maintenance and storage, and for no other purpose without the written consent of the Lessor.

5. **RENT.** Subject to adjustment as hereinafter provided, Lessee agrees to pay the Lessor, as rental for the premises, the sum of ONE DOLLAR ($1.00), annually, during the term of this lease.

5.1 Rent is payable on or before the first day of the calendar year of the term, and a like sum, on or before the first day of each successive calendar year during the lease

term. In the event the term of this Lease commences on a day other than the first day of a calendar month, then upon the day of the commencement of the term hereof, Lessee shall pay to Lessor as rental for the period from the date of commencement to the first day of the next succeeding calendar year.

5.2 Said rental shall be paid in lawful money to the COUNTY OF WILL, 302 N. Chicago Street, Joliet, Illinois 60432, or to such other person or at such other place as Lessor may from time to time designate in writing. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

6. **CITY'S RIGHT OF FIRST REFUSAL TO PURCHASE**. At the expiration of the initial term or the expiration of any extensions thereof, the City shall have the right of first refusal to purchase the property for an amount not to exceed the purchase price paid by the County. Should the City exercise its option to purchase, the surviving terms of the Chicago Lease shall continue unchanged. This right is non-transferable.

7. **USES PROHIBITED.** Lessee shall not do or permit anything to be done in or about the premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the premises are situated or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents. Lessee will not permit anything to be done in or about the premises which will in any way obstruct or interfere with the rights of other tenants or occupants or business invitees or injure or annoy them or use or allow the premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Lessee cause, maintain or permit any nuisance in, on or about the premises. Lessee shall not commit or suffer to be committed any waste in or upon the premises. Lessee will not allow leased premises to be shared or used for any purpose other than those set for within Paragraph 4 herein.

8. **COMPLIANCE WITH LAW.** Lessee shall not use the premises or permit anything to be done in or about the premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the premises, excluding structural changes not related to or affected by Lessee's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Lessee in an action against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement shall be conclusive of the fact as between Lessor and Lessee.

9. **ALTERATIONS.** Upon approval by the Lessor, which approval shall not be unreasonably withheld, the Lessee shall make reasonable alterations to the interior of Leased Premises with the Lessor's advance written consent in each instance. All alterations, including but not limited to, interior improvements and exterior improvements

(e.g. ADA improvements and modifications), shall be solely at Lessee's cost. If the Lessor consents to such alterations, before the commencement of the work or delivery of any materials onto the Leased Premises, or into the building, Lessee shall exhibit to Lessor the plans, specifications, names and addresses of contractors, copies of the contracts, waivers of lien against all claims, costs, damages, liabilities, and expenses which may arise in connection with the alterations or additions. Whether the Lessee furnishes the Lessor the foregoing or not, Lessee hereby personally agrees to hold the Lessor harmless for all liability arising out of the acts of the Lessee or his agents, employees or contractors who may be connected with said alterations or additions. Lessee shall be required to obtain and present to Lessor certificates of worker's compensation insurance coverage for the general contractor and all subcontractors prior to commencement of any alterations, remodeling or construction. The Lessee shall exhibit to Lessor contractor's affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations and additions shall comply with all insurance requirements and with all ordinances and regulations of the City of Joliet and County of Will. All alterations and additions shall be constructed in a good and workmanlike manner. All work shall be performed in compliance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01

9.1 Upon the expiration or sooner termination of the term, Lessee shall not be required to remove all or any portion of the alterations, or improvements that are made by the Lessee, and Lessee shall not be required to restore the building floor plans to their conditions prior to the date of this Lease. Lessee shall forthwith and with all due diligence, at its sole expense, repair any damage to the premises, beyond normal wear and tear caused by Lessee's use of the space. All improvements, alterations and fixtures, other than those designated as trade fixtures, shall remain for the benefit of the Lessor.

10. **CONDITION OF PREMISES.** Lessee accepts the premises as being in good, sanitary order, condition and repair. Lessee shall, at Lessee's sole cost and expense, keep the premises and every part thereof in good condition and repair, damage thereto by fire, earthquake, Act of God or the elements excepted, Lessee hereby waiving all rights to make repairs at the expense of the Lessor as provided by any Law, statute or ordinance now or hereafter in effect. Lessee shall be responsible for and shall promptly repair and replace, without expense to Lessor, all glass windows broken or destroyed by accident or acts of third parties or Lessee's agents or employees and against any damage as may be caused by fire, earthquake or act of God. Lessee shall, upon the expiration or sooner termination of the term hereof, surrender the premises to Lessor in the same condition as when first received, ordinary wear and tear and damage by fire, earthquake, Act of God, or the elements excepted. It is specifically understood and agreed that Lessor has no obligation and has made no promises to alter, remodel, improve, repair, decorate or paint the premises or any part thereof, except as may be amended by any Rider attached to this Lease Agreement and made a part of by the mutual agreement of all parties herein, and no representations respecting the condition of the premises have been made by Lessor to Lessee. Structural integrity of the building and the repair thereof shall be the responsibility of the Lessor, except as may be noted herein. Lessee agrees to make and pay for all ordinary repairs and maintenance of the Leased Premises which are necessary to keep the same in a good state of repair. Lessee

shall keep the building in a clean condition. Lessee further agrees to make and pay for all other repairs, structural or otherwise, to the roof and the exterior of the building upon the Leased Premises and all building systems, which are necessary to keep the Leased Premises tenantable, including but not limited to HVAC, electrical, mechanical, plumbing, plumbing fixtures and life-safety features, and which are not made necessary by the negligence of the Lessor. Lessee shall pay the cost of replacement of heating or air conditioning units, owned by Lessor, when repair is no longer deemed feasible. Garbage disposal services and off-street parking areas, including snow removal, are the responsibility of Lessee.

11. **ABANDONMENT.** Ten days' physical absence by Lessee with any installment being unpaid, or removal of the substantial portion of Lessee's personal property with installments being paid for, and in either case, reason to believe Lessee has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Lessee. In such event, Lessor may, but need not, enter upon the premises and act as Lessee's agent to perform necessary decorating and repairs and to re-rent the premises outright or on terms similar to those contained in this Lease with allowance for then existing market conditions. Lessee shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Lessee's interest therein shall thereby pass under this Lease as a bill of sale to Lessor without additional payment by Lessor to Lessee.

12. **NO ENCUMBRANCES.** Lessee shall keep the premises and property free from any liens arising out of any work performed, materials furnished or obligations incurred by or under Lessee. Lessee agrees to indemnify Lessor from all actions and costs of suit and attorney's fees incurred by Lessor in connection with clearance or defense of any such lien.

13. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign, transfer, hypothecate or encumber this Lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, and a consent to any assignment, transfer, hypothecation, encumbrance, subletting, occupation or use by any other by Lessor, person shall not be deemed to be a consent to any subsequent assignment, transfer, hypothecation, encumbrance, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of the Lessor, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law, without the written consent of the Lessor. Lessee has been informed and agrees that no assignment, transfer or sublease of the premise will be consented to by the Lessor wherein the leased space is to or will become utilized by anyone for any purpose which would be similar to or conflict with any other tenant's use of the property at the time of assignment or subletting or which the Lessor has agreed to exclude by contract with other tenants. It is further agreed and understood that the Lessor has the option of canceling the balance of the term of this Lease, thereby relieving the

Lessee of liability thereon rather than consenting to an assignment to a party which would otherwise be acceptable to the Lessor.

14. **INDEMNIFICATION OF LESSOR**. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the premises caused solely by Lessee, and without limiting the generality of the foregoing, whether caused by water leakage of any character from the roof, walls, basement or other portion of the premises of the building, or caused by gas, fire, oil, electricity or any cause whatsoever in, on or about the premises of 9 Osgood Street, or any adjacent parking areas or any part thereof. Said paragraph shall not be operable if damage was caused by the willful, wanton conduct of the Lessor or its agents.

14.1 Indemnification / Hold Harmless. Lessee shall indemnify, defend and hold Lessor harmless from all claims, demands, suits, actions, proceedings, judgments, awards or damages arising out of any injury or death to any person or damage to any property including in, or about the leased premises which is caused or claimed to have been caused in whole or in part by the Lessee's use, occupancy or possession of the leased premises. In addition, the Lessee shall pay Lessor's fees, costs and expenses, including attorney's fees associated with its indemnification. This indemnification provision survives the termination of this Agreement. Lessee shall hold Lessor harmless from and defend Lessor against any and all claims or liability for any injury or damage to any person or property whatsoever: (1) occurring in, on or about the premises or any part thereof, and (2) occurring in, on or about the facilities (including, with prejudice to the generality of the term "facilities", stairways, passageways hallways and parking areas), the use of which Lessor may have in conjunction with others when such injury or damage shall be caused solely by the act, neglect, fault of, or omission of any duty with respect to the same by Lessee, its agents, servants, employees or invitees.

15. **UTILITIES.** Lessee agrees to pay for all utilities, including but not limited to, water and sewer, electrical, natural gas, internet, telephone.

15.1 Janitorial Service. Janitorial service and other utility service, shall not be provided by Lessor. Lessor shall not be deemed to be in default hereunder nor shall Lessee be liable for and Lessee shall not be entitled to exercise any remedy pursuant to this Lease, at law or in equity, by reason of Lessor's failure to furnish any of the foregoing nor shall such failure be construed as an eviction of Lessee, actual or constructive. Lessor shall not be liable under any circumstances for loss of or injury to property, however, occurring, through or in connection with or incidental to failure to furnish any of the foregoing.

15.2 Telecommunications. Lessee shall be responsible for the connection of internet and telephones within the leased Premise. Lessee shall contract with an outside internet/phone provider for cabling and connection from the main property to their premises.

16. **HOLDING OVER**. In the event that Lessee shall hold over the premises after the expiration of the term hereof with the consent of Lessor either express or implied, such holding over shall be construed to be only a tenancy from month-to-month, subject

to all of the covenants, conditions and obligations hereof, and Lessee hereby agrees to pay Lessor, unless otherwise agreed to in writing, the rentals and other charges then in effect as provided for by this Lease for such additional time as Lessee shall hold same premises.

17. **ENTRY BY LESSOR.** Lessor reserves and shall have the right during normal business hours to enter the premises to inspect the same, to supply any service to be provided by Lessor to Lessee hereunder, and upon reasonable prior notice to Lessee, to submit said premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve or repair the premises and any portion of 9 Osgood Street, without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the premises shall not be blocked thereof, and further providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the premises, and any other loss occasioned thereby. Lessor shall have the right to use all reasonable means which Lessor may deem proper to open Lessee's doors in an emergency.

18. **PERFORMANCE.** If Lessee (1) defaults by failing to pay when due any payment required to be made to Lessor under the terms of this Lease and such default is not cured within ten (10) days of written notice to Lessee; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Lessee within thirty (30) days after written notice to Lessee (unless the default involves a dangerous condition which shall be cured forthwith); Lessor may treat such a default as a breach of this Lease and Lessor shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid rent; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Lessee's interest in this Lease, retain all sums paid and sue for damages for breach of said lease; and upon Lessee's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Lessee to reinstate as provided in that Act.

19. **RECONSTRUCTION.** In the event of a partial destruction of the Premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within ninety (90) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. If the Lessor fails to restore the Premises to a condition substantially suitable for their intended use within 90 days of said fire, casualty, or taking or fails to show a good effort to restore within 90 days, Lessee may elect to terminate this Lease. If such repairs cannot be made within 90 days, either party, at its option, may terminate this Lease. If the building in which the Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, either party may elect to terminate this lease whether the Premises be injured or not. Otherwise,

Lessor shall be obligated to repair the same and Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. A total destruction of the building in which the Premises may be situated shall automatically terminate this lease. In the event either Party exercises its option to terminate this lease under the terms of this Section 19, the Parties agree to meet and in good faith renegotiate the terms of the "Chicago Street Lease" that is attached hereto and incorporated herein

20. **DAMAGE TO PROPERTY**. Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions, or any property installed in the premises by Lessee.

21. **PLATS AND RIDERS.** Clauses, plats and riders, if any, signed by Lessor and Lessee and endorsed on or affixed to this Lease are a part hereof, provided that the designation of any type of use or tenancy with respect to any office space on an attachment is not intended as a covenant or representation that said office space shall be devoted to such a use or tenancy.

22. **SALE BY LESSOR.** In the event of a sale or conveyance by Lessor of its interest in and to the property located at 9 Osgood Street, Joliet, Illinois, the same shall operate to release Lessor from any liability upon any of the covenants or conditions expressed or implied herein contained in favor of the Lessee, except for those accrued as of the date of such sale or conveyance and in such event Lessee agrees to look solely to the responsibility of the successor in interest of Lessor in and to this Lease.

23. **RIGHT TO CURE.** Should Lessee fail to pay when due and payable any premium or other charge in connection with any insurance policy or policies which Lessee is obligated to pay, or any lien or claim for labor or materials employed or used in the repair, alteration, maintenance and/or use of the premises to be paid by Lessee, or should Lessee fail to make or commence any repairs required to be made by it under this Lease or to perform any other act or to make any other payment to be performed or made by Lessee hereunder within twenty (20) days after notice from Lessor to do so, then Lessor may, at its option (but this provision shall not be deemed to create an obligation upon Lessor so to do, or in any manner affect the obligation of Lessee) pay any such tax, assessment, claim, insurance premium or other charge, or settle and discharge any such lien or claim or action therefor or satisfy any judgment thereon or enter upon the premises and perform such work or repair or other act to be performed by Lessee, and all costs and expenses incurred or paid by Lessor in connection therewith, together with interest at the maximum rate permitted by law per annum of such costs and expenses from the date paid by Lessor, shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor upon demand, and any default therein shall constitute a breach of the covenants and conditions of this Lease.

24. **SEVERABILITY**. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

25. **ATTORNEY'S FEES.** Each party shall be responsible for their own attorneys' fees, costs, and expenses incurred in connection with the negotiation, preparation, execution, and enforcement of this Agreement, regardless of whether legal action is actually taken.

26. **WAIVER.** The waiver by a Lessor of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

27. **NOTICES.** All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing. All notices and demands by the Lessor to the Lessee shall be sent by United States Certified or Registered Mail, postage prepaid, addressed to the Lessee at the premises, or to such other places as the Lessee may from time to time designate in writing to the Lessor or may be personally served upon the Lessee. Alt notices and demands by the Lessee to the Lessor shall be sent by United States Certified or Registered Mail, postage prepaid, addressed to the Lessor, at Will County Executive's Office, 302 N. Chicago Street, Joliet, IL 60432, attention: County Executive, carbon copy: Will County State's Attorney's Office, Attn: Civil Division Chief, 57 N. Ottawa Street, Joliet, IL 60432, or to such other person or place or persons or places as the Lessor may from time to time designate in writing. All notices and demands by the Lessor to the Lessee shall be sent by United States Certified or Registered Mail, postage prepaid, addressed to the Lessee, at City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432, carbon copy: Legal Department, or to such other person or place or persons or places as the Lessee may from time to time designate in writing.

28. **DEFINED TERMS AND MARGINAL HEADINGS.** The words Lessor and Lessee as used herein shall include the plural as well as the singular. Words used in the masculine gender include feminine and neuter. If there be more than one Lessee, the obligations hereunder imposed upon the Lessee shall be joint and several. The marginal headings and titles to the Paragraphs of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

29. **TIME.** Time is of the essence in this Lease and each and all its provisions.

30. **SUCCESSORS AND ASSIGNS.** The covenants and conditions contained herein shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

31. **SUBORDINATION.** Upon the request of the Lessor and any beneficiary or prospective beneficiary under a deed or trust, Lessee herewith subordinates its rights hereunder to any lien of any mortgage or deed of trust to any bank, insurance company or other lending institution now or hereafter in force against the land and the building of which the premises are a part, and upon any building hereafter placed upon the land of

which the premises are a part and to all advances made or hereafter to be made upon the security hereof. Lessee shall execute upon request a document indicating said subordination. The provisions of this Paragraph shall be self-operative and no further instrument of subordination shall be required of any beneficiary, but it is agreed that so long as Lessee is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof, and Lessee hereby agrees to attorn to the purchaser of the property located at 9 Osgood Street through trustee's sale or judicial foreclosure proceedings under any mortgage or deed of trust covering the property located at 9 Osgood Street and to recognize such purchaser as the Lessor under this Lease. Lessee shall upon request of Lessor execute any estoppel letter to any mortgagee or buyer indicating the status of the lease.

32. **TAXES.** Nothing in this Lease shall require or be construed to obligate the Lessee to pay any franchise, excise, corporate, estate, inheritance, succession, capital or transfer tax of the Lessor or any income, profits, or revenue tax upon the income of the Lessor, or any other tax, assessment, charge or levy upon the rent reserved under this Lease.

33. **SECURITY DEPOSIT.** Waived.

34. **GOVERNING LAW.** This Lease shall be governed under the laws of the State of Illinois, with venue in the Twelfth Judicial Circuit, Will County, Illinois.

35. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement (unless incorporated herein by reference), statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

36. **BUILDING REMODELING.** Lessee acknowledges that Lessor must approve all changes proposed to the building by the Lessee prior to commencement of the work by the Lessee. Lessor will reasonably cooperate with Lessee in this remodeling. Lessee will be responsible for the removal and disposal of any and all fuel and removal of fuel tank(s) that remain at the Property pursuant to guidelines provided by the EPA. In the event that Lessee fails for any reason to follow the guidelines proved by the EPA or negligently or willfully and wantonly causes an EPA violation in disposal of fuel of removal of fuel tank(s) Lessee shall be solely responsible for any and all damages caused thereby. Furthermore, as the current property owner of 9 Osgood, the Lessor is and shall be responsible for: 1) addressing and correcting currently pending property Violations of 41 III. Adm Code 174, 175, 176 and 177 of the Office of the Illinois State Fire Marshal and 40 CFR Parts 280 of the Federal Register (“Violations”); 2) communicating with the OSFM regarding existing Violations and remediation efforts to the extent required by the OSFM; 3) payment of any fines related to the Violations; and
4) any legal action and the outcome related to the existing Violations that may be filed by the Illinois Attorney General’s Office or any other entity. Any additional voluntary inspection costs associated with the removal and disposal of the fuel and/or tanks at 9 Osgood will be at Lessee’s expense.

37. **FLEET MANAGEMENT AND MAINTENANCE**. The Parties acknowledge the mutual interest in exploring intergovernmental cooperation related to fleet management services. Accordingly, the City and the County agree to convene a joint meeting no later than June 30, 2026. The purpose of that meeting shall be to discuss the potential for the City to provide fleet management and vehicle service for County-owned vehicles at a discounted rate. This meeting shall be held in good faith, with representatives from both Parties present, to evaluate the feasibility, scope, and terms of such an arrangement. If no agreement is reached on June 30, 2026, the City and the County will have meetings every six (6) months to discuss the potential for the City to provide fleet management and vehicle service for County-owned vehicles until an agreement has been reached by the Parties.

IN WITNESS THEREOF, Lessor and Lessee executed this Lease on the_____day of _____,2025.

LESSOR: County of Will

_____

By: Jennifer Bertino-Tarrant, Will County Executive

LESSEE: City of Joliet

_____

By: Elizabeth Beatty, City Manager, City of Joliet

ATTEST:

_____
Annette Parker, County Clerk

ATTEST:

_____
Lauren O'Hara, City Clerk

LEASE AGREEMENT BETWEEN THE CITY OF JOLIET AND THE COUNTY OF WILL FOR PROPERTY COMMONLY KNOWN AS 10 S. CHICAGO STREET, JOLIET

THIS LEASE MADE AND ENTERED INTO this _____ day of _____ 2025, by and between the CITY of JOLIET, a Municipal Corporation, hereinafter ("Lessor" or “City”), and the COUNTY OF WILL, a body politic and corporate, hereinafter (“Lessee” or “County”);

WITNESSETH:

That Lessor, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Lessee, demises and leases unto the Lessee, the premises hereinafter described, for the period, at the rent and upon the terms and conditions hereinafter specifically set forth, and the Lessee does hereby hire and rent from the Lessor the same premises hereinafter described, for the rents stated, and upon the terms and conditions hereinafter specifically set forth.

1. **EXECUTION OF LEASE.** This Lease Agreement is executed simultaneously with a separate Lease Agreement (the 'Osgood Lease') incorporated herein by reference, between the same parties regarding the property located at 9 Osgood Street, Joliet, Illinois. The terms of this Lease Agreement and the Osgood Lease are interdependent, and the parties agree that any provision in either Lease Agreement that affects the other shall be binding in both agreements, provided that such provision does not conflict with the specific terms of either agreement.

2. **DURATION OF LEASE**. Commencing August 1, 2025 and ending August 31, 2028. Prior to the end of each successive term and upon written notice, Lessee shall have the option to renew under the same terms and conditions for an additional term, up to a maximum of 99 years.

3. **PREMISES LEASED.** Premises is the property known 10 S. Chicago Street , Joliet, Illinois 60432 (the "Property'), which is the building and land and all off-street surface parking spaces located on, or adjacent to, the property, which are either owned or controlled by the Lessor.

4. **PURPOSE.** Said demised premises shall be used by the Lessee for the purpose of, but not limited to, the operation of the County’s specialty courts and storage, and for no other purpose without the written consent of the Lessor.

5. **RENT.** Subject to adjustment as hereinafter provided, Lessee agrees to pay the Lessor, as rental for the premises, the sum of ONE DOLLAR ($1.00), annually, during the term of this lease.

5.1 Rent is payable on or before the first day of the calendar year of the term, and a like sum, on or before the first day of each successive calendar year during the lease term. In the event the term of this Lease commences on a day other than the first day of

a calendar month, then upon the day of the commencement of the term hereof, Lessee shall pay to Lessor as rental for the period from the date of commencement to the first day of the next succeeding calendar year.

5.2 Said rental shall be paid in lawful money to the CITY OF JOLIET, 150 W. Jefferson Street, Joliet IL 60432, or to such other person or at such other place as Lessor may from time to time designate in writing. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

6. **USES PROHIBITED.** Lessee shall not do or permit anything to be done in or about the premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the premises are situated or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents. Lessee will not permit anything to be done in or about the premises which will in any way obstruct or interfere with the rights of other tenants or occupants or business invitees or injure or annoy them or use or allow the premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Lessee cause, maintain or permit any nuisance in, on or about the premises. Lessee shall not commit or suffer to be committed any waste in or upon the premises. Lessee will not allow leased premises to be shared or used for any purpose other than those set for within Paragraph 4 herein.

7. **COMPLIANCE WITH LAW.** Lessee shall not use the premises or permit anything to be done in or about the premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the premises, excluding structural changes not related to or affected by Lessee's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Lessee in an action against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement shall be conclusive of the fact as between Lessor and Lessee.

8. **ALTERATIONS.** Upon approval by the Lessor, which approval shall not be unreasonably withheld, the Lessee shall make reasonable alterations to the interior of Leased Premises with the Lessor's advance written consent in each instance. All alterations, including but not limited to, interior improvements and exterior improvements (e.g. ADA improvements and modifications), shall be solely at Lessee's cost. If the Lessor consents to such alterations, before the commencement of the work or delivery of any materials onto the Leased Premises, or into the building, Lessee shall exhibit to Lessor the plans, specifications, names and addresses of contractors, copies of the contracts, waivers of lien against all claims, costs, damages, liabilities, and expenses which may arise in connection with the alterations or additions. Whether the Lessee

furnishes the Lessor the foregoing or not, Lessee hereby personally agrees to hold the Lessor harmless for all liability arising out of the acts of the Lessee or his agents, employees or contractors who may be connected with said alterations or additions. Lessee shall be required to obtain and present to Lessor certificates of worker's compensation insurance coverage for the general contractor and all subcontractors prior to commencement of any alterations, remodeling or construction. The Lessee shall exhibit to Lessor contractor's affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations and additions shall comply with all insurance requirements and with all ordinances and regulations of the City of Joliet and County of Will. All alterations and additions shall be constructed in a good and workmanlike manner. All work shall be performed in compliance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01

8.1 Upon the expiration or sooner termination of the term, Lessee shall not be required to remove all or any portion of the alterations, or improvements that are made by the Lessee, and Lessee shall not be required to restore the building floor plans to their conditions prior to the date of this Lease. Lessee shall forthwith and with all due diligence, at its sole expense, repair any damage to the premises, beyond normal wear and tear caused by Lessee's use of the space. All improvements, alterations and fixtures, other than those designated as trade fixtures, shall remain for the benefit of the Lessor.

9. **CONDITION OF PREMISES.** Lessee accepts the premises as being in good, sanitary order, condition and repair. Lessee shall, at Lessee's sole cost and expense, keep the premises and every part thereof in good condition and repair, damage thereto by fire, earthquake, Act of God or the elements excepted, Lessee hereby waiving all rights to make repairs at the expense of the Lessor as provided by any Law, statute or ordinance now or hereafter in effect. Lessee shall be responsible for and shall promptly repair and replace, without expense to Lessor, all glass windows broken or destroyed by accident or acts of third parties or Lessee's agents or employees and against any damage as may be caused by fire, earthquake or act of God. Lessee shall, upon the expiration or sooner termination of the term hereof, surrender the premises to Lessor in the same condition as when first received, ordinary wear and tear and damage by fire, earthquake, Act of God, or the elements excepted. It is specifically understood and agreed that Lessor has no obligation and has made no promises to alter, remodel, improve, repair, decorate or paint the premises or any part thereof, except as may be amended by any Rider attached to this Lease Agreement and made a part of by the mutual agreement of all parties herein, and no representations respecting the condition of the premises have been made by Lessor to Lessee. Structural integrity of the building and the repair thereof shall be the responsibility of the Lessor, except as may be noted herein. Lessee agrees to make and pay for all ordinary repairs and maintenance of the Leased Premises which are necessary to keep the same in a good state of repair. Lessee shall keep the building in a clean condition. Lessor further agrees to make and pay for all other repairs, structural or otherwise, to the roof and the exterior of the building upon the Leased Premises and all building systems, which are necessary to keep the Leased Premises tenantable, including but not limited to HVAC, electrical, mechanical, plumbing, plumbing fixtures and life-safety features, and which are not made necessary by the negligence of the Lessor. Lessor shall pay the cost of replacement of heating or air

conditioning units, owned by Lessor, when repair is no longer deemed feasible. Garbage disposal services and off-street parking areas, including snow removal, are the responsibility of Lessee.

10. **ABANDONMENT.** Ten days' physical absence by Lessee with any installment being unpaid, or removal of the substantial portion of Lessee's personal property with installments being paid for, and in either case, reason to believe Lessee has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Lessee. In such event, Lessor may, but need not, enter upon the premises and act as Lessee's agent to perform necessary decorating and repairs and to re-rent the premises outright or on terms similar to those contained in this Lease with allowance for then existing market conditions. Lessee shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Lessee's interest therein shall thereby pass under this Lease as a bill of sale to Lessor without additional payment by Lessor to Lessee.

11. **NO ENCUMBRANCES.** Lessee shall keep the premises and property free from any liens arising out of any work performed, materials furnished or obligations incurred by or under Lessee. Lessee agrees to indemnify Lessor from all actions and costs of suit and attorney's fees incurred by Lessor in connection with clearance or defense of any such lien.

12. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign, transfer, hypothecate or encumber this Lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, and a consent to any assignment, transfer, hypothecation, encumbrance, subletting, occupation or use by any other by Lessor, person shall not be deemed to be a consent to any subsequent assignment, transfer, hypothecation, encumbrance, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of the Lessor, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law, without the written consent of the Lessor. Lessee has been informed and agrees that no assignment, transfer or sublease of the premise will be consented to by the Lessor wherein the leased space is to or will become utilized by anyone for any purpose which would be similar to or conflict with any other tenant's use of the property at the time of assignment or subletting or which the Lessor has agreed to exclude by contract with other tenants. It is further agreed and understood that the Lessor has the option of canceling the balance of the term of this Lease, thereby relieving the Lessee of liability thereon rather than consenting to an assignment to a party which would otherwise be acceptable to the Lessor.

13. **INDEMNIFICATION OF LESSOR**. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the premises caused solely by Lessee, and without limiting the generality of the foregoing, whether caused by water leakage of any character from the roof, walls, basement or other portion of the premises of the building, or caused by gas,

fire, oil, electricity or any cause whatsoever in, on or about the premises of 9 Osgood Street, or any adjacent parking areas or any part thereof. Said paragraph shall not be operable if damage was caused by the willful, wanton conduct of the Lessor or its agents.

13.1 Indemnification / Hold Harmless. Lessee shall indemnify, defend and hold Lessor harmless from all claims, demands, suits, actions, proceedings, judgments, awards or damages arising out of any injury or death to any person or damage to any property including in, or about the leased premises which is caused or claimed to have been caused in whole or in part by the Lessee's use, occupancy or possession of the leased premises. In addition, the Lessee shall pay Lessor's fees, costs and expenses, including attorney's fees associated with its indemnification. This indemnification provision survives the termination of this Agreement. Lessee shall hold Lessor harmless from and defend Lessor against any and all claims or liability for any injury or damage to any person or property whatsoever: (1) occurring in, on or about the premises or any part thereof, and (2) occurring in, on or about the facilities (including, with prejudice to the generality of the term "facilities", stairways, passageways hallways and parking areas), the use of which Lessor may have in conjunction with others when such injury or damage shall be caused solely by the act, neglect, fault of, or omission of any duty with respect to the same by Lessee, its agents, servants, employees or invitees.

14. **UTILITIES.** Lessee agrees to pay for all utilities, including but not limited to, water and sewer, electrical, natural gas, internet, telephone.

14.1 Janitorial Service. Janitorial service and other utility service, except as set forth in paragraph 14 above, shall not be provided by Lessor. Lessor shall not be deemed to be in default hereunder nor shall Lessee be liable for and Lessee shall not be entitled to exercise any remedy pursuant to this Lease, at law or in equity, by reason of Lessor's failure to furnish any of the foregoing, nor shall such failure be construed as an eviction of Lessee, actual or constructive. Lessor shall not be liable under any circumstances for loss of or injury to property, however, occurring, through or in connection with or incidental to failure to furnish any of the foregoing.

14.2 Telecommunications. Lessee shall be responsible for the connection of internet and telephones within the leased Premise. Lessee shall contract with an outside internet/phone provider for cabling and connection from the main property to their premises.

15. **HOLDING OVER.** In the event that Lessee shall hold over the premises after the expiration of the term hereof with the consent of Lessor either express or implied, such holding over shall be construed to be only a tenancy from month-to-month, subject to all of the covenants, conditions and obligations hereof, and Lessee hereby agrees to pay Lessor, unless otherwise agreed to in writing, the rentals and other charges then in effect as provided for by this Lease for such additional time as Lessee shall hold same premises.

16. **ENTRY BY LESSOR.** Lessor reserves and shall have the right during normal business hours to enter the premises to inspect the same, to supply any service to be provided by Lessor to Lessee hereunder, and upon reasonable prior notice to Lessee,

to submit said premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve or repair the premises and any portion of 9 Osgood Street, without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the premises shall not be blocked thereof, and further providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the premises, and any other loss occasioned thereby. Lessor shall have the right to use all reasonable means which Lessor may deem proper to open Lessee's doors in an emergency.

17. **PERFORMANCE.** If Lessee (1) defaults by failing to pay when due any payment required to be made to Lessor under the terms of this Lease and such default is not cured within ten (10) days of written notice to Lessee; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Lessee within thirty (30) days after written notice to Lessee (unless the default involves a dangerous condition which shall be cured forthwith); Lessor may treat such a default as a breach of this Lease and Lessor shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid rent; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Lessee's interest in this Lease, retain all sums paid and sue for damages for breach of said lease; and upon Lessee's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Lessee to reinstate as provided in that Act.

18. **RECONSTRUCTION.** In the event of a partial destruction of the Premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within ninety (90) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. If the Lessor fails to restore the Premises to a condition substantially suitable for their intended use within 90 days of said fire, casualty, or taking or fails to show a good effort to restore within 90 days, Lessee may elect to terminate this Lease. If such repairs cannot be made within 90 days, either party, at its option, may terminate this Lease. If the building in which the Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, either party may elect to terminate this lease whether the Premises be injured or not. Otherwise, Lessor shall be obligated to repair the same and Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. A total destruction of the building in which the Premises may be situated shall automatically terminate this lease. In the event either Party exercises its option to terminate this lease under the terms of this Section 18, the Parties agree to meet and in

good faith renegotiate the terms of the “Osgood Lease” that is attached hereto and incorporated herein

19. **DAMAGE TO PROPERTY.** Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions, or any property installed in the premises by Lessee.

20. **PLATS AND RIDERS.** Clauses, plats and riders, if any, signed by Lessor and Lessee and endorsed on or affixed to this Lease are a part hereof, provided that the designation of any type of use or tenancy with respect to any office space on an attachment is not intended as a covenant or representation that said office space shall be devoted to such a use or tenancy.

21. **SALE BY LESSOR.** In the event of a sale or conveyance by Lessor of its interest in and to the property located at 10 S. Chicago Street, Joliet, Illinois, the same shall operate to release Lessor from any liability upon any of the covenants or conditions expressed or implied herein contained in favor of the Lessee, except for those accrued as of the date of such sale or conveyance and in such event Lessee agrees to look solely to the responsibility of the successor in interest of Lessor in and to this Lease.

22. **RIGHT TO CURE.** Should Lessee fail to pay when due and payable any premium or other charge in connection with any insurance policy or policies which Lessee is obligated to pay, or any lien or claim for labor or materials employed or used in the repair, alteration, maintenance and/or use of the premises to be paid by Lessee, or should Lessee fail to make or commence any repairs required to be made by it under this Lease or to perform any other act or to make any other payment to be performed or made by Lessee hereunder within twenty (20) days after notice from Lessor to do so, then Lessor may, at its option (but this provision shall not be deemed to create an obligation upon Lessor so to do, or in any manner affect the obligation of Lessee) pay any such tax, assessment, claim, insurance premium or other charge, or settle and discharge any such lien or claim or action therefor or satisfy any judgment thereon or enter upon the premises and perform such work or repair or other act to be performed by Lessee, and all costs and expenses incurred or paid by Lessor in connection therewith, together with interest at the maximum rate permitted by law per annum of such costs and expenses from the date paid by Lessor, shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor upon demand, and any default therein shall constitute a breach of the covenants and conditions of this Lease.

23. **SEVERABILITY.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

24. **ATTORNEY'S FEES.** Each party shall be responsible for their own attorneys’ fees, costs, and expenses incurred in connection with the negotiation, preparation,

execution, and enforcement of this Agreement, regardless of whether legal action is actually taken.

25. **WAIVER.** The waiver by a Lessor of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

26. **NOTICES.** All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing. All notices and demands by the Lessor to the Lessee shall be sent by United States Certified or Registered Mail, postage prepaid, addressed to the Lessee at the premises, or to such other places as the Lessee may from time to time designate in writing to the Lessor or may be personally served upon the Lessee. Alt notices and demands by the Lessee to the Lessor shall be sent by United States Certified or Registered Mail, postage prepaid, addressed to the Lessor, at City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432, carbon copy: Legal Department, or to such other person or place or persons or places as the Lessor may from time to time designate in writing. All notices and demands by the Lessor to the Lessee shall be sent by United States Certified or Registered Mail, postage prepaid, addressed to the Lessee, Will County Executive's Office, 302 N. Chicago Street, Joliet, IL 60432, attention: County Executive, carbon copy: Will County State's Attorney's Office, Attn: Civil Division Chief, 57 N. Ottawa Street, Joliet, IL 60432, or to such other person or place or persons or places as the Lessee may from time to time designate in writing.

27. **DEFINED TERMS AND MARGINAL HEADINGS.** The words Lessor and Lessee as used herein shall include the plural as well as the singular. Words used in the masculine gender include feminine and neuter. If there be more than one Lessee, the obligations hereunder imposed upon the Lessee shall be joint and several. The marginal headings and titles to the Paragraphs of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

28. **TIME.** Time is of the essence in this Lease and each and all its provisions.

29. **SUCCESSORS AND ASSIGNS.** The covenants and conditions contained herein shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

30. **SUBORDINATION.** Upon the request of the Lessor and any beneficiary or prospective beneficiary under a deed or trust, Lessee herewith subordinates its rights hereunder to any lien of any mortgage or deed of trust to any bank, insurance company or other lending institution now or hereafter in force against the land and the building of which the premises are a part, and upon any building hereafter placed upon the land of which the premises are a part and to all advances made or hereafter to be made upon the security hereof. Lessee shall execute upon request a document indicating said

subordination. The provisions of this Paragraph shall be self-operative and no further instrument of subordination shall be required of any beneficiary, but it is agreed that so long as Lessee is not in default hereunder, this Leases shall remain in full force and effect for the full term hereof, and Lessee hereby agrees to attorn to the purchaser of the property located at 9 Osgood Street through trustee's sale or judicial foreclosure proceedings under any mortgage or deed of trust covering the property located at 9 Osgood Street and to recognize such purchaser as the Lessor under this Lease. Lessee shall upon request of Lessor execute any estoppel letter to any mortgagee or buyer indicating the status of the lease.

31. **TAXES.** Nothing in this Lease shall require or be construed to obligate the Lessee to pay any franchise, excise, corporate, estate, inheritance, succession, capital or transfer tax of the Lessor or any income, profits, or revenue tax upon the income of the Lessor, or any other tax, assessment, charge or levy upon the rent reserved under this Lease.

32. **SECURITY DEPOSIT.** Waived.

33. **GOVERNING LAW.** This Lease shall be governed under the laws of the State of Illinois, with venue in the Twelfth Judicial Circuit, Will County, Illinois.

34. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement (unless incorporated herein by reference), statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

35. **BUILDING REMODELING.** Lessee acknowledges that Lessor must approve all changes proposed to the building by the Lessee prior to commencement of the work by the Lessee. Lessor will reasonably cooperate with Lessee in this remodeling.

36. **PARKING RIGHTS.** Lessor hereby grants to Lessee the exclusive right to use ninety-five (95) parking spaces located in the Ottawa Street parking garage (the “Parking Spaces”) for the duration of this Lease. Lessee’s right to use the Parking Spaces shall continue in full force and effect for the entire term of this Lease, including any extensions or renewals thereof, provided the Lease remains in effect and is not terminated or expired. The Parking Spaces shall be available to Lessee without interruption and shall not be reassigned, reduced, or otherwise affected without the prior written consent of Lessee. The Parking Spaces will be provided by Lessor to Lessee at no cost.

IN WITNESS THEREOF, Lessor and Lessee executed this Lease on the_____day of _____,2025.

LESSEE: County of Will

_____

By: Jennifer Bertino-Tarrant, Will County Executive

LESSOR: City of Joliet

_____

By: Elizabeth Beatty, City Manager, City of Joliet

ATTEST:

_____

Annette Parker, County Clerk

ATTEST:

_____

Lauren O'Hara, City Clerk

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 437-25

File ID: 437-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/18/2025

Department: **Final Action:**

Title: Resolution Authorizing the City Manager to Execute Lease Agreements for 10 S. Chicago Street and 9 Osgood Street.

Agenda Date: 08/05/2025

Attachments: Resolution, 2025 9 Osgood Lease - Exhibit B.pdf, 2025 10 S. Chicago Lease - Exhibit A.pdf

Entered by: duanderson@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/30/2025	Gina Logalbo	Approve	8/1/2025
1	2	7/30/2025	Dustin Anderson	Approve	8/1/2025
1	3	7/30/2025	Todd Lenzie	Approve	8/1/2025
1	4	8/1/2025	Beth Beatty	Approve	8/1/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 438-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Resolution Approving a License Agreement Between the City of Joliet and 311 Ottawa Building LLC for the Use of a City Owned Parking Facility

BACKGROUND:
The property located at 311 N. Ottawa Street is currently undergoing renovations for use as an apartment building. There is currently limited parking available for tenants of the building. There is currently a City owned parking facility (PIN 30-07-09-423-005-0000, commonly known as the Riverwall Parking Facility) located near this building that receives little usage. The owner of the 311 Ottawa Building LLC has requested use of the City's parking facility.

The Public Service Committee will review this matter.

CONCLUSION:
The City is proposing a License Agreement granting 311 Ottawa Building LLC the exclusive right to use the Parking Lot for a term of two years, with automatic renewals for successive one-year terms unless terminated by either party with a 30-day written notice. In lieu of rent, the Licensee agrees to improve the Parking Lot with an asphalt overlay, pavement marking, parking lot lighting, and landscaping improvements. These improvements must be completed before the Licensee can use the Parking Lot.

The Licensee will also be responsible for the maintenance and upkeep of the Parking Lot during the term of the agreement, including regular cleaning, repair of damages, upkeep of lighting, pavement marking, snow removal, and landscaping. Additionally, the Licensee will maintain comprehensive general liability insurance and indemnify the City against any claims arising from the use of the Parking Lot.

This agreement is beneficial for the City as it ensures the Parking Lot is maintained and improved at no cost to the City while holding the property for future development.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the resolution authorizing the City Manager to execute the License Agreement between the City of Joliet and 311 Ottawa Building LLC for the use of a City Owned Parking Facility.

RESOLUTION NO.

RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF JOLIET AND 311 OTTAWA BUILDING LLC FOR THE USE OF A PARKING LOT

WHEREAS, the City of Joliet ("City") is a home rule unit of government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the City owns a parking lot designated by PIN: 30-07-09-423-005-0000 (hereinafter referred to as the "Parking Lot"), legally described as: LOT 3,4,5 & 6 BLOCK 3 IN OLD TOWN OF JOLIET LYG E'LY OF THE E WALL OF THE ILL WATERWAY (DES PLAINES RIVER), IN THE E1/2 OF THE SE1/4 OF SEC 9, T35N-R10E; and

WHEREAS, the City is holding the Parking Lot for future development; and

WHEREAS, the Mayor and City Council of the City of Joliet find that it is in the best interest of the City to enter into a License Agreement with 311 OTTAWA BUILDING LLC ("Licensee") for the use of the Parking Lot;

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

SECTION 1: The City Manager is hereby authorized and directed to execute said License Agreement between the City of Joliet and 311 OTTAWA BUILDING LLC for the use of the City owned Parking Lot designated by PIN: 30-07-09-423-005-0000, a copy of which is attached hereto as Exhibit A.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2025

_____ _____

MAYOR **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into as of _____, by and between the City of Joliet ("City") and 311 OTTAWA BUILDING LLC ("Licensee").

WHEREAS, the City owns a parking lot designated by PIN: 30-07-09-423-005-0000 (hereinafter referred to as the "Parking Lot"), legally described as: LOT 3,4,5 & 6 BLOCK 3 IN OLD TOWN OF JOLIET LYG E'LY OF THE E WALL OF THE ILL WATERWAY (DES PLAINES RIVER), IN THE E1/2 OF THE SE1/4 OF SEC 9, T35N-R10E.

WHEREAS, the City is holding the Parking Lot for future development.

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

1. **Grant of License**: The City hereby grants to the Licensee the exclusive right to use the Parking Lot for a term of 2 years from the date of execution of this Agreement. This Agreement automatically renews for successive 1-year terms upon expiration of the initial term, unless either party provides written notice of termination at least 30 days prior to the end of the current term.
2. **Rent**: The rent for the use of the Parking Lot shall be $0 per month. In lieu of rent, the Licensee agrees to improve the Parking Lot at its expense with the following improvements:
    - 3” asphalt overlay
    - Pavement marking
    - Parking lot lighting
    - Landscaping improvements

These improvements must be completed before the Licensee is able to use the Parking Lot.

3. **Maintenance Responsibilities**: The Licensee shall be responsible for the maintenance and upkeep of the Parking Lot during the term of this Agreement. This includes, but is not limited to, regular cleaning, repair of any damages such as pothole patching and asphalt surface maintenance, repair and upkeep of parking lot lighting, upkeep of pavement marking, snow removal, regular upkeep of landscaping, and ensuring that the Parking Lot remains in a safe and usable condition.
4. **Insurance Requirements**: The Licensee shall maintain, at its own expense, comprehensive general liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 in aggregate, covering bodily injury, property damage, and personal injury arising out of the use of the Parking Lot. The City shall be named as an additional insured on the policy. The Licensee shall provide the City with a certificate of insurance evidencing such coverage prior to the commencement of the term of this Agreement and upon each renewal of the policy.

5. **Dispute Resolution**: Any disputes arising out of or relating to this Agreement shall be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute through negotiations, either party may initiate mediation or arbitration in accordance with the rules of the American Arbitration Association. The choice of law for this Agreement shall be the State of Illinois.
6. **Subleasing Restrictions**: The Licensee shall not sublease, assign, or transfer any of its rights or obligations under this Agreement without the prior written consent of the City. Any attempt to sublease, assign, or transfer without such consent shall be null and void.
7. **Indemnification**: The Licensee agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Licensee's use of the Parking Lot, including but not limited to any improvements made by the Licensee. Nothing in this Agreement shall be construed as a waiver by the City of any defenses or immunities afforded to it by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).
8. **Termination**: Either party may terminate the exclusive use of the Parking Lot by providing written 30 days' notice to the other party. Electronic notice is acceptable for the purposes of this clause.
9. **Miscellaneous**: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. This Agreement may be amended only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF JOLIET	311 OTTAWA BUILDING LLC
By: _____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 438-25

File ID: 438-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/22/2025

Department: Public Works **Final Action:**

Title: Resolution Approving a License Agreement Between the City of Joliet and 311 Ottawa Building LLC for the Use of a City Owned Parking Facility

Agenda Date: 08/05/2025

Attachments: Resolution, Bays Riverwall Parking Agreement.docx

Entered by: gruddy@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/28/2025	Gina Logalbo	Approve	7/24/2025
1	2	7/29/2025	Sean Mikos	Approve	7/30/2025
1	3	7/29/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	4	7/29/2025	Christine Chinderle	Approve	7/31/2025
1	5	7/29/2025	Todd Lenzie	Approve	7/31/2025
1	6	8/1/2025	Beth Beatty	Approve	7/31/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 439-25 **Agenda Date:**8/5/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Resolution Accepting a Grant of Permanent Easement on Essington Road (Adesso Ln. - Galena Dr.) from ComEd for the Twin Oaks Phase 1 Water Main Improvements Project

BACKGROUND:
The Twin Oaks Phase 1 Water Main Improvements Project is planned for construction in 2025. In order to construct and maintain a portion of this project a permanent easement is required on Commonwealth Edison Co. right-of-way on Essington Road (Adesso Ln. - Galena Dr.).

The Public Service Committee will review this matter.

CONCLUSION:
City staff has secured a permanent easement agreement with Commonwealth Edison Co. The attached easement Agreement with Commonwealth Edison Co. will provide access for the Twin Oaks Phase 1 Water Main Improvements Project. An easement fee of $3,00.00 is required for this needed easement:

PIN	ADDRESS	EASEMENT TYPE	COST
06-03-24-301-002-0000	n/a	10’ Permanent	$3,000.00

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, $3,000.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the attached Resolution accepting the permanent easement on Essington Road (Adesso Ln. - Galena Dr.) from Commonwealth Edison Co. for the Twin Oaks Phase 1 Water Main Improvements Project.

RESOLUTION NO.

RESOLUTION ACCEPTING A GRANT OF PERMANENT EASEMENT ON ESSINGTON ROAD (ADESSO LN – GALENA DR) FOR THE TWIN OAKS PHASE 1 WATER MAIN IMPROVEMENTS PROJECT

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

SECTION 1: The attached grant of permanent easement to the City of Joliet from:

Owner:	PIN #:
Commonwealth Edison Co.	06-03-24-301-002-0000

is accepted.

SECTION 2: The City Manager is authorized to sign the easement documents and the City Clerk is directed to record the easement documents.

SECTION 3: Payment to the Owner in the amount of $3,000.00 is authorized.

SECTION 4: This resolution shall take effect immediately upon its passage.

PASSED this _____ day of _____, 2025

_____ _____

MAYOR **CITY CLERK**

VOTING YES _____

VOTING NO _____

NOT VOTING _____

This Document was Prepared by:
Brett Patrick

When Recorded, Return to:
Attn: Brett Patrick
ComEd
3 Lincoln Centre, 4th Floor
Oakbrook Terrace, IL 60181

WATER EASEMENT AGREEMENT

THIS Water Easement Agreement ("Easement") is made as of this ___ day of _____, 2025, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Grantor"), with a mailing address of Three Lincoln Centre, 4th FL, Oakbrook Terrace Illinois 60181, and the CITY OF JOLIET ("Grantee").

RECITALS:

A. Grantor is the owner of a parcel of land in Plainfield, County of Will and State of Illinois, commonly known as Dresden-Will Co. Right-of-Way, described in Exhibit A attached hereto and made a part hereof ("Grantor's Property"). PIN: 06-03-24-301-002-0000

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

C. Grantee desires to install a twelve-inch (12") water line along a center line across Grantor's Property in the location shown on the diagram attached hereto as Exhibit B (for the purposes of this Easement, the "Easement Premises" shall be a strip of land ten feet (10') wide and laying five feet (5') along either side of the water line's center line shown on the diagram attached hereto as Exhibit B).

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

1. Grant of Easement. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever: construction, maintenance and use of a twelve-inch (12") water line in substantial conformity with the engineering plan sheets prepared by Baxter & Woodman, dated 11/14/2024 and known as CITY OF JOLIET, ILLINOIS – TWIN OAKS WATER MAIN IMPROVEMENTS attached hereto as Exhibit C and made a part hereof (hereinafter referred to as the "Facilities").

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

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

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

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

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

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

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

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

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

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee

for damage to the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

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

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

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Easement Premises and the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such ten (10) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Easement Premises and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) Grantee agrees, upon completion of the installation of the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Easement Premises so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased (vi) Grantee agrees that all of Grantor's Property as affected by the construction of the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

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

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in Subsection 8(a) above), Grantor may require that barricades ("Barricades") be installed on the Easement Premises in order to protect Grantor's Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor's sole option): (i) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (ii) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor's reasonable estimate of the cost of such installation of the Barricades.

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

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

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

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

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

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

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable

to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

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

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

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

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

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

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

COVERAGE #1

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

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (04 13)) covering all contractors, subcontractors and all their subcontractors with limits not less than Five Million dollars ($5,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

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

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

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

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

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

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

Insurance coverage provided by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars ($250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

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

(1) Be primary and non-contributory to any other insurance carried by Grantor

(2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and

(3) Provide for a waiver of all rights of subrogation which Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and

(4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

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

WAIVER OF SUBROGATION

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

13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied, assessed or asserted by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

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

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

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

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

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

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

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

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

(e) Grant shall fail to complete construction of the Facilities on or before 24 months after the date of this Easement or shall fail to operate or maintain the Facilities for a period of twelve (12) consecutive months.

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

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

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

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

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

If to Grantor:

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

with a copy to:

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

If to Grantee:

City of Joliet
Legal Department
150 West Jefferson Street
Joliet, IL 60432
Attn: Corporation Counsel

with a copy to:

City of Joliet
Department of Public Utilities
150 West Jefferson Street
Joliet, IL 60432
Attn: Director of Public Utilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMONWEALTH EDISON COMPANY

By: _____
Name:
Title:

CITY OF JOLIET

By: _____
Name: Beth Beatty
Title: City Manager

SCHEDULE OF EXHIBITS

A Legal description of Grantor's Property

B Easement Premises

STATE OF _____)
) SS
COUNTY OF _____)

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

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

_____
Notary Public

Commission expires:_____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

_____
Notary Public

Commission expires:_____

EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

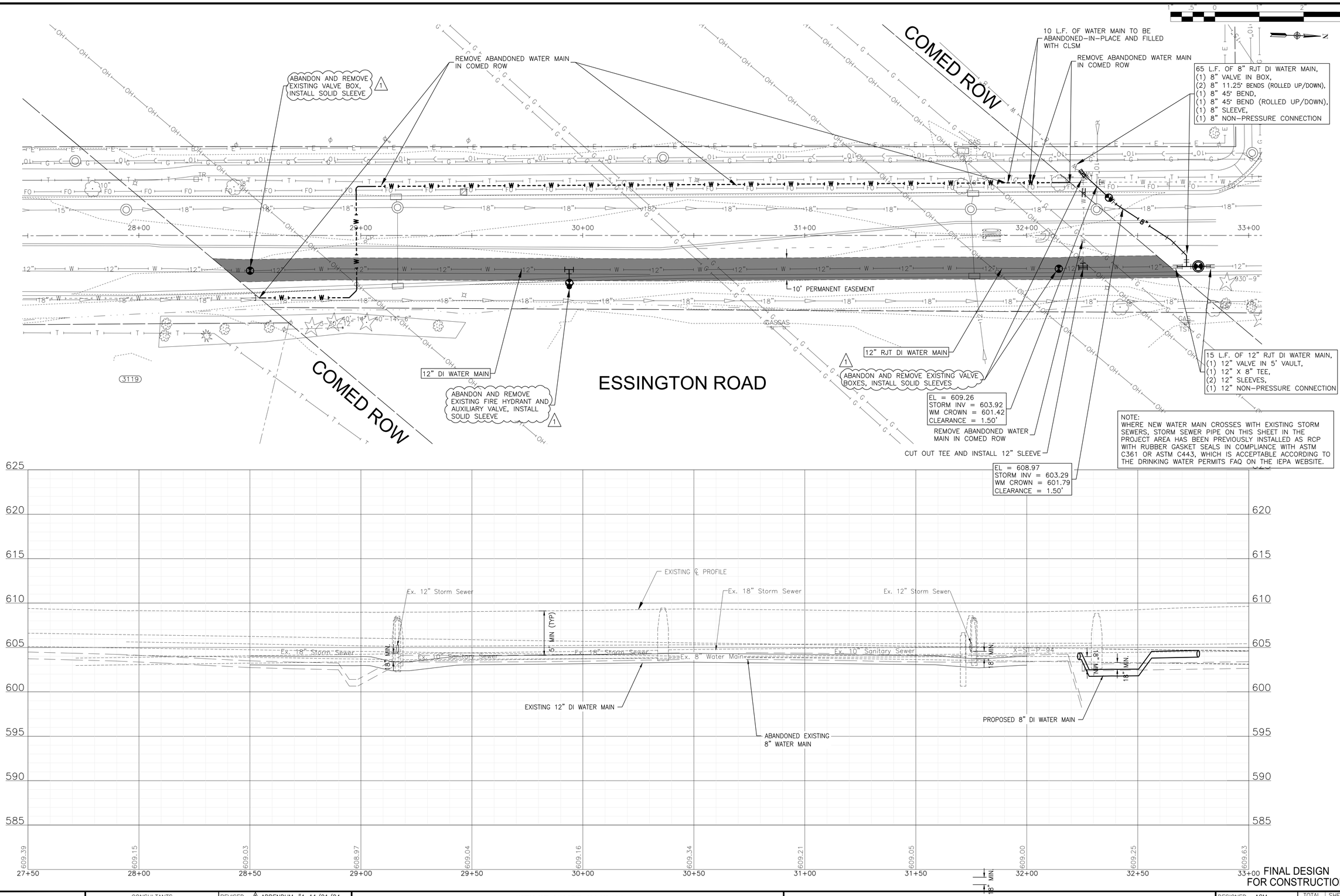
A parcel of land in the Northeast quarter of Section Twenty-Three (23) and the Northwest quarter of Section Twenty-Four (24), all in Township Thirty-Six (36) North, Range Nine (9) East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the North section line of said Section Twenty-Three (23) which is One Thousand One Hundred Seventy-Six and forty-two hundredths (1,176.42) feet East of the Northwest corner of the Northeast quarter of said Section Twenty-Three (23); thence South One Thousand One Hundred Eighty-Nine and thirteen-hundredths (1,189.13) feet, more or less, to a point on the Northeasterly right-of-way line of the Elgin, Joliet and Eastern Railway Company, which is One Thousand Nine Hundred Forty-Four and eight tenths (1,944.8) feet Northwesterly of the East section line of said Section Twenty-Three (23), measured along the Northeasterly right-of-way lir of said Railway Company; thence Southeasterly along the Northeasterly right-of-way line of said Railway Company to its intersection with the South line of the Northwest quarter of said Section Twenty-Four (24); thence Easterly along the South line of the Northwest quarter of said Section Twenty-Four (24), Two Hundred Thirty-Two and seventy-eight hundredths (232.78) feet; thence Northwesterly along a line parallel with the Northeasterly right-of-way line of said Railway Company and One Hundred Fifty (150) feet Northeasterly thereof, measured at right angles thereto, Two Thousand Three Hundred Seventy-Seven and two hundredths (2,377.02) feet; thence Northerly One Thousand One Hundred Eighteen and forty-two hundredths (1,118.42) feet, more or less, to a point in the North section line of said Section Twenty-Three (23) which is One Hundred Fifty (150) feet East of the point of beginning; thence West to the point of beginning,

PIN: 06-03-24-301-002-0000

EXHIBIT B TO EASEMENT AGREEMENT

EASEMENT PREMISES

See attached.



P:\JOLITC\2325880-2025 WATER MAIN\CAD\TWIN OAKS PHASE 1\01_CIVIL 3D\01_SHTS-PLANS\2325880-ESSINGTON_COMED_-DESIGN_SHEETS.DWG ESSINGTON ROAD STA. 27+50 TO STA 33+00 PLAN AND PROFILE
Plotted: 6/24/2025 8:37 AM By: AMACNO
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BAXTER & WOODMAN Consulting Engineers

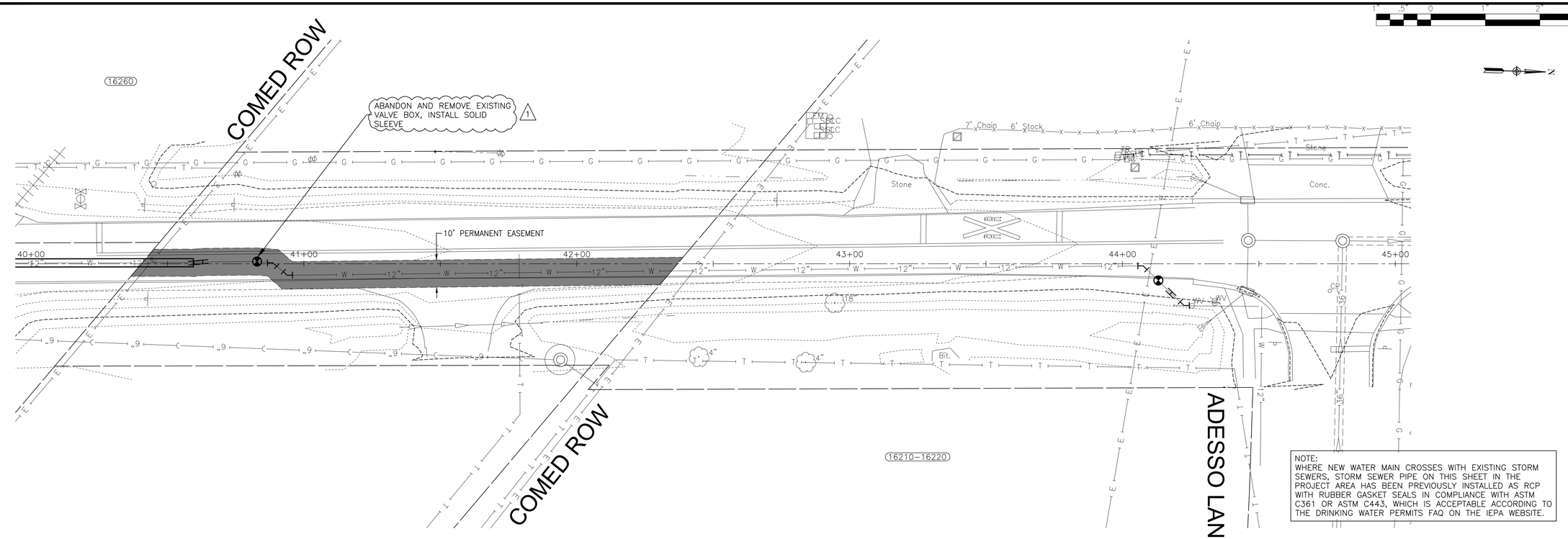
CONSULTANTS	REVISED – 1 ADDENDUM #1 11/21/24
	REVISED –
	REVISED –
	REVISED –

CITY OF JOLIET, ILLINOIS
TWIN OAKS WATER MAIN IMPROVEMENTS
CITY OF JOLIET CONTRACT NO. 2860-0125

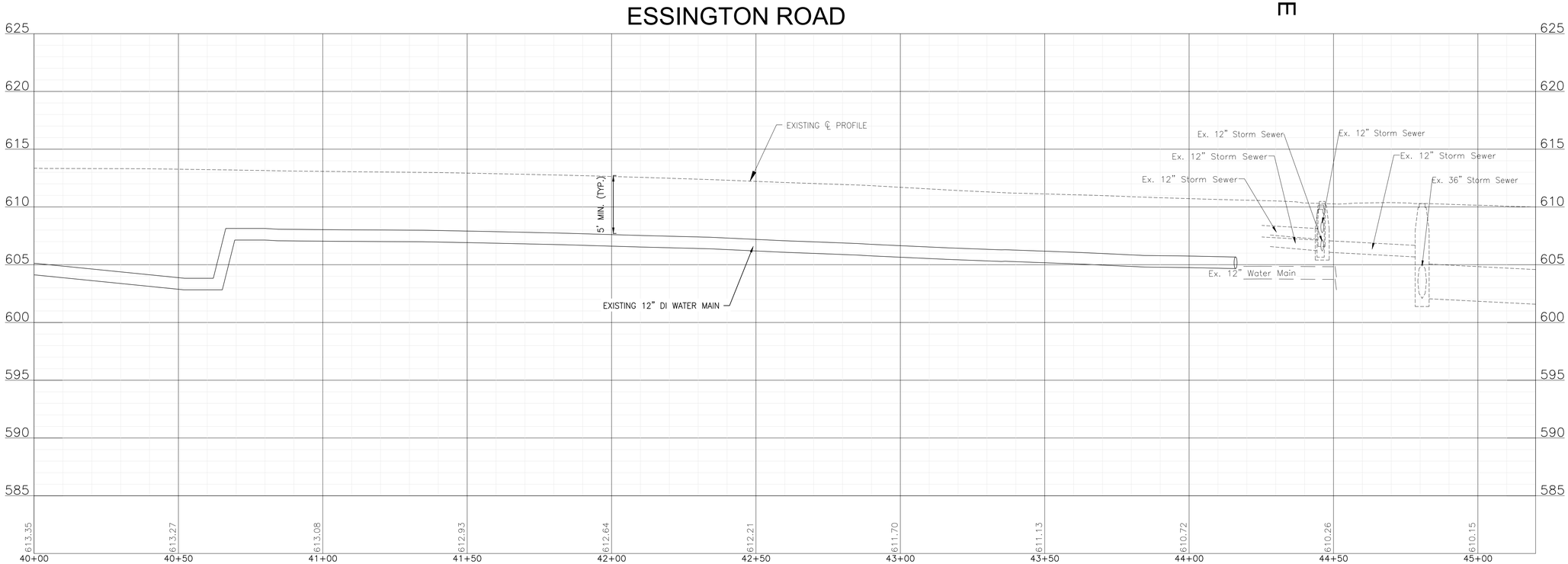
ESSINGTON ROAD STA. 27+50 TO STA 33+00 PLAN AND PROFILE

SCALE: HORIZ 1"=20' / VERT 1"=5'
PROJECT NO: 2325880

		TOTAL SHEETS	SHEET NO.
DESIGNED – ACM			
DRAWN – ABN		24	C014
CHECKED – MJK			
DATE – 10/24/2024			



NOTE:
WHERE NEW WATER MAIN CROSSES WITH EXISTING STORM SEWERS, STORM SEWER PIPE ON THIS SHEET IN THE PROJECT AREA HAS BEEN PREVIOUSLY INSTALLED AS RCP WITH RUBBER GASKET SEALS IN COMPLIANCE WITH ASTM C361 OR ASTM C443, WHICH IS ACCEPTABLE ACCORDING TO THE DRINKING WATER PERMITS FAQ ON THE IEPA WEBSITE.



FINAL DESIGN
FOR CONSTRUCTION

BAXTER & WOODMAN Consulting Engineers	CONSULTANTS	REVISED – ⚠1 ADDENDUM #1 11/21/24	**CITY OF JOLIET, ILLINOIS** **TWIN OAKS WATER MAIN IMPROVEMENTS** **CITY OF JOLIET CONTRACT NO. 2860-0125**
		REVISED –	
		REVISED –	
		REVISED –	

ESSINGTON ROAD STA. 40+00 TO STA 45+00 PLAN AND PROFILE

SCALE: HORIZ 1"=20' / VERT 1"=5' | PROJECT NO: 2325880

DESIGNED – ACM	TOTAL SHEETS	SHEET NO.
DRAWN – ABN	24	C015
CHECKED – MJK		
DATE – 10/24/2024		

P:\JOLTC\2325880-2025 WATER MAIN\CAD\TWIN OAKS PHASE 1\01_CIVIL 3D\01_SHTS-PLANS\2325880-ESSINGTON_COMED_-DESIGN_SHEETS.DWG ESSINGTON ROAD STA. 40+00 TO STA 45+00 PLAN AND PROFILE
Plotted: 6/24/2025 8:38 AM By: ANACINO
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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 439-25

File ID: 439-25 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 07/22/2025

Department: Public Utilities **Final Action:**

Title: Resolution Accepting a Grant of Permanent Easement on Essington Road (Adesso Ln. - Galena Dr.) from ComEd for the Twin Oaks Phase 1 Water Main Improvements Project

Agenda Date: 08/05/2025

Attachments: Resolution, Joliet ComEd Twin Oaks WMRP Easement.pdf

Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/29/2025	Gina Logalbo	Approve	7/28/2025
1	2	7/29/2025	Allison Swisher	Approve	7/31/2025
1	3	7/29/2025	Kevin Sing	Delegated	
Notes:	Delegated: Out Of Office				
1	4	7/29/2025	Christine Chinderle	Approve	7/31/2025
1	5	7/29/2025	Todd Lenzie	Approve	7/31/2025
1	6	8/1/2025	Beth Beatty	Approve	7/31/2025