



# City of Joliet

## Public Service Committee

### Meeting Agenda

Committee Members

Larry E. Hug

Bettye Gavin

Terry Morris

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**Monday, August 16, 2021**

**4:30 PM**

**City Hall - Council Chambers**

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As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures.

In compliance with Center for Disease Control (CDC), it is recommended that any individual appearing in person 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](mailto:publiccomment@joliet.gov).

### ROLL CALL

### APPROVAL OF MINUTES

Minutes - August 2, 2021

[ID-468-20](#)

**Attachments:** [Public Service Meeting Minutes 8-2-21](#)

### CITIZENS TO BE HEARD ON AGENDA ITEMS

### CONTRACTS

- a. Award of Contract for the Eastern Avenue / Washington Street Roadway Project - MFT Sect. No. 21-00535-00-FP to Austin Tyler Construction, Inc. in the amount of \$588,588.66

[ID-469-20](#)

### CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

- a. Change Order No. 1 for the 2021 Sanitary Sewer Rehabilitation Program to Performance Pipelining Inc. in the amount of \$168,436.03

[ID-470-20](#)

- b. Amendment No. 4 in the amount of (\$3,288.14) and Payment Request No. 12 and Final in the amount of \$13,211.07 to Willett Hofmann & Associates, Inc. for the Phase II Engineering Services for the Garnsey Avenue Over Spring Creek Improvement Project - MFT Section No. 11-00443-00-BR [ID-471-20](#)

## ORDINANCES AND RESOLUTIONS

- a. Ordinance Accepting a Plat of Easement at 2901 Channahon Road for the Crow Joliet Trucking Terminal Development [ID-472-20](#)

**Attachments:** [Easement - 2901 Channahon Road](#)  
[2901 Channahon Road Plat of Easement 07-28-21](#)

- b. Resolution Accepting a Temporary Cul-De-Sac easement agreement at 2903 Schweitzer Road for the H&K Subdivision Lot 1 - 2800 Schweitzer Road Development [ID-473-20](#)

**Attachments:** [Resolution](#)  
[2903 Schweitzer Rd Temp Cul-De-Sac Easement Agreement signed - Recieved 7-23-21](#)

- c. Resolution Accepting the Dedication of Right-of-Way from the Troy Community Consolidated School District 30-C for Theodore Street adjacent to the Troy Middle School [ID-474-20](#)

**Attachments:** [Resolution](#)  
[Troy Middle School Dedication Theodore](#)

- d. Resolution Accepting the Grant of a Public Utility, Sidewalk, and Landscape Easement from the Troy Community Consolidated School District 30-C for Theodore Street adjacent to the Troy Middle School [ID-475-20](#)

**Attachments:** [Resolution](#)  
[Troy Middle School Easement Theodore](#)

- e. Resolution Accepting the Grant of a Public Utility, Sidewalk, and Landscaping Easement from the Troy Community Consolidated School District 30-C for Theodore Street adjacent to the William B. Orenic Intermediate School [ID-476-20](#)

**Attachments:** [Resolution](#)  
[William B Orenic Easement Theodore](#)

- f. Resolution Appropriating Funds for the Eastern Avenue / [ID-477-20](#)  
Washington Street Roadway Project - MFT Section No.  
21-00535-00-FP in the amount of \$387,661.16

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

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

No New Or Old Business on this Agenda.

## **PUBLIC COMMENT**

## **ADJOURNMENT**

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



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** ID-468-20

**Agenda Date:**8/16/2021

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# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432



## Meeting Minutes - Pending Approval

Monday, August 2, 2021

4:30 PM

City Hall - Council Chambers

### Public Service Committee

*Committee Members*

*Larry E. Hug*

*Bettye Gavin*

*Terry Morris*

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures.

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## ROLL CALL

<b>Present</b>	Larry E. Hug and Terry Morris
<b>Absent</b>	Bettye Gavin

ALSO PRESENT: Greg Ruddy - Director of Public Works, Allison Swisher - Director of Public Utilities, Mike Todorovic - Deputy Director of Public Works, Tony Anczer - Deputy Director of Public Utilities and Bob Okon - Herald News.

## APPROVAL OF MINUTES

A motion was made by Councilman Morris, seconded by Councilman Hug, to approve the Minutes of the July 19, 2021 Public Service Committee Meeting.

The motion carried by the following vote:

**Aye:** Hug and Morris

**Absent:** Gavin

**Minutes - July 19, 2021**

[ID-451-20](#)

Attachments: [Public Service Meeting Minutes 7-6-21](#)

## CITIZENS TO BE HEARD ON AGENDA ITEMS

None at this time.

## CONTRACTS

**a. Award of Contract for the Emergency Sanitary Sewer Replacement on Abe Street to Construction by Camco in the amount of \$37,621.65**

[ID-452-20](#)

Allison Swisher, Director of Public Utilities, discussed the Sanitary Sewer Replacement on Abe Street, in the amount of \$37,621.65, on behalf of Construction by Camco.

**b. Award of Contract for the Assessment of the Parking Facilities in the Downtown Area to WGI, Inc. in the amount of \$151,500.00**

[ID-453-20](#)

Greg Ruddy, Director of Public Works, discussed the Downtown Area Parking Facility Assessment, in the amount of \$151,500.00, on behalf of WGI, Inc.

**c. Professional Services Agreement for Conducting a Pre-Treatment Survey to Baxter and Woodman, Inc. in the amount of \$50,020.00**

[ID-456-20](#)

Allison Swisher discussed the Pre-treatment Program Assistance program, in the amount of \$50,020.00, on behalf of Baxter & Woodman, Inc.

**d. Professional Services Agreement for the Commercial Water Service GIS Mapping Project - Contract 1 to Ruettiger, Tonelli & Associates in the amount of \$61,400.00** [ID-457-20](#)

Attachments: [Commercial Water Service GIS Mapping - Contract 1 Exhibit.pdf](#)

Allison Swisher discussed the Contract 1 of the Commercial Water Service GIS Mapping Project, in the amount of \$61,400.00, on behalf of Ruettiger, Tonelli & Associates.

**e. Purchase Water Metering Equipment from Core & Main in the amount of \$152,080.00** [ID-458-20](#)

Allison Swisher discussed the purchase of water metering equipment, in the amount of \$152,080.00, on behalf of Core & Main.

**f. Award a Contract for Repairs to the Well 25D Pump and motor to Layne Christensen Company in the amount of \$33,513.00** [ID-460-20](#)

Allison Swisher discussed the repair to the Well 25D pump and motor, in the amount of \$33,513.00, on behalf of Layne Christensen Company.

A motion was made by Councilman Morris, seconded by Councilman Hug, to recommend for approval by the full Council Contract Item No's ID-452-20, ID-453-20, ID-456-20, ID-457-20, ID-458-20 and ID-460-20.

The motion carried by the following vote:

**Aye:** Hug and Morris

**Absent:** Gavin

Contract Items Approved

## **CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS**

**a. Amendment No. 1 to the Construction Agreement with CSX Transportation, Inc. for the Houbolt Road (Hollywood Road) Railroad Crossing Widening in the amount of \$78,223.00** [ID-454-20](#)

Mike Todorovic, Deputy Director of Public Works, discussed Amendment No. 1 for the Houbolt Road Railroad Crossing Widening, in the amount of \$78,223.00, on behalf of CSX Transportation.

**b. Amendment No. 1 to the Professional Services Agreement for the Eastside Wastewater Treatment Plant Phosphorus Removal Project Construction Related Services to V3 Companies in the amount of \$25,000.00** [ID-455-20](#)

Allison Swisher discussed Amendment No. 1 to the Eastside Wastewater Treatment Plant Phosphorus Removal Project, in the amount of \$25,000.00, on behalf of V3 Companies. This also extends the contract by an additional two months.

**c. Payment for the 2021 Wastewater Discharge NPDES Permit Fees in the amount of \$152,500.00**

[ID-459-20](#)

Allison Swisher discussed the NPDES Permit Fees, in the amount of \$152,500.00, on behalf of the Illinois EPA. This covers all three treatment plants.

**d. Payment of the 2021 Membership Dues for the Lower DuPage Watershed Group in the amount of \$26,795.96**

[ID-461-20](#)

Allison Swisher discussed the Payment for the 2021 Membership Fee, in the amount of \$26,795.96, on behalf of Lower DuPage Watershed Group. This membership is a condition of our NPDES permit for the Aux Sable WWTP.

**e. Change Order No. 1 and Final Payment for the 2021 Root Control Program to Duke's Root Control in the amount of (\$2,494.39)**

[ID-462-20](#)

Allison Swisher discussed Change Order No. 1, in the amount of (\$2,494.39), on behalf of Duke's Root Control.

**f. Change Order No. 1 and Final Payout for the Emergency Cleaning of the 8"x10' Arched Concrete Utility Tunnel to Sheridan Plumbing & Sewer Inc. in the amount of \$81,726.40**

[ID-463-20](#)

Allison Swisher discussed Change Order No. 1, in the amount of \$81,726.40, for the Emergency Cleaning of the 8' x 10' Arched Concrete Utility Tunnel. Also approved is Payment No. 2 and Final, in the amount of \$89,616.77, on behalf of Sheridan Plumbing & Sewer Inc.

**g. Change Order No. 2 for the 2019-2020 Large Meter Replacement Program to Calumet City Plumbing and Heating Co., Inc. in the amount of \$62,046.75**

[ID-464-20](#)

Allison Swisher discussed Change Order No. 2, in the amount of \$62,046.75, to the 2019-2020 Large Meter Replacement Program contract.

A motion was made by Councilman Morris, seconded by Councilman Hug, to recommend for approval by the full Council Change Orders/Pay Estimates/Final Payments Item No's ID-454-20, ID-455-20, ID-459-20, ID-461-20, ID-462-20, ID-463-20, and ID-464-20.

The motion carried by the following vote:

**Aye:** Hug and Morris

**Absent:** Gavin

Change Orders / Pay Estimates / Final Payments Items Approved

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## ORDINANCES AND RESOLUTIONS

- a. Resolution Authorizing the acceptance of a Grant from the Will County Stormwater Planning Committee for the Eastside WWTP Des Plaines River Slope Stabilization and Naturalization Project in the amount of \$10,000.00**

[ID-465-20](#)

Attachments:     [Resolution](#)  
                             [Res 21-05 City of Joliet.pdf](#)

Allison Swisher discussed a Resolution for a grant, in the amount of \$10,000.00, from the Will County Stormwater Planning Committee on behalf of the City of Joliet.

- b. Resolutions Approving Intergovernmental Agreements with the Illinois Department of Transportation for State Maintained Traffic Signals and Local Maintained Traffic Signals on State Highways located within the Corporate Limits of the City of Joliet**

[ID-466-20](#)

Attachments:     [Resolution - IGA for State Signals](#)  
                             [Resolution - IGA for Local Signals](#)

Mike Todorovic discussed the Resolutions for Intergovernmental Agreements with the State of Illinois Department of Transportation for the maintenance of traffic signals on state highways that are located in the corporate limits of the City of Joliet.

A motion was made by Councilman Morris, seconded by Councilman Hug, to recommend for approval by the full Council Ordinances and Resolutions Item No's ID-465-20 and ID-466-20.

The motion carried by the following vote:

**Aye:**                     Hug and Morris

**Absent:**                Gavin

Ordinances and Resolutions Items Approved

## VARIOUS

- a. 2022 Roadway Reconstruction Program**

[ID-467-20](#)

Greg Ruddy discussed the 2022 Roadway Reconstruction Program which includes four roadway reconstruction projects utilizing Motor Fuel Tax funds and one project utilizing 2022 Community Development Block Grant funds. These projects are for curb and gutter and storm sewer installation.

A motion was made by Councilman Morris, seconded by Councilman Hug, to recommend for approval by the full Council Various Item No. ID-467-20.

The motion carried by the following vote:

**Aye:** Hug and Morris

**Absent:** Gavin

Various Item Approved

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

**a. Accept Staff's Recommendation regarding a Multi-Way Stop Sign at the intersection of Wake Island Drive and Wind Song Drive**

**[TMP-2143](#)**

Attachments: [Wake Island Wind Song Stop Request](#)

Greg Ruddy discussed the recommendation regarding a multi-way STOP sign at the intersection of Wake Island Drive and Wind Song Drive. This was reviewed and at this time it is not suggested to install a STOP sign at this time.

Council rejected staff's recommendation and would like a STOP sign at this location. Based on the curve, Council would like to get this STOP sign installed ASAP.

A motion was made by Councilman Hug, seconded by Councilman Morris, to reject staff's recommendation to deny a STOP sign at this location and install a STOP sign.

The motion carried by the following vote:

**Aye:** Hug and Morris

**Absent:** Gavin

**b. Report on Hydrant Repairs, Valves, Utilities Contracted Services, and Water Main Breaks**

**[ID-450-20](#)**

Attachments: [Valve Hydrant Break Report 7-26-2021 \(003\)](#)

Allison Swisher discussed the hydrants, valves, and water main breaks during this time. Also discussed was a repair by a contractor at 105 Grandview Avenue.

## **PUBLIC COMMENT**

None at this time.

## **ADJOURNMENT**

A motion was made by Councilman Morris, seconded by Councilman Hug, to adjourn.

The motion carried by the following vote:

**Aye:** Hug and Morris

**Absent:** Gavin

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# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

**File #:** ID-469-20

**Agenda Date:** 8/16/2021

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Award of Contract for the Eastern Avenue / Washington Street Roadway Project - MFT Sect. No. 21-00535-00-FP to Austin Tyler Construction, Inc. in the amount of \$588,588.66

**BACKGROUND:**

The Mayor and City Council previously approved the 2021 City of Joliet Budget. The Eastern Avenue / Washington Street Roadway Project - MFT Sect. No. 21-00535-00-FP is part of this budget. The project was advertised on Thursday, July 21, 2021. The Public Service Committee will review this matter.

**CONCLUSION:**

On August 9, 2021, at 10:00 A.M., three (3) sealed bids were received for the Eastern Avenue / Washington Street Roadway Project. The bid summary is as follows:

**CONTRACTOR**

**BID AMOUNT**

Austin-Tyler Construction, Inc.  
Len Cox & Sons Excavating  
P.T. Ferro Construction Co.

\$588,588.66  
\$799,459.00\*  
Rejected

Engineer's Estimate

\$567,238.50

The bid from P.T. Ferro Construction Co. was rejected because the contractor did not provide unit price on all bid items.

\*The bid from Len Cox & Sons Excavating was corrected from the as read amount of \$798,599.00 to the calculated amount of \$799,459.00.

The low bid by Austin-Tyler Construction, Inc., in the amount of \$588,588.66, is 3.76% above the engineer's estimate. Sufficient funds exist utilizing the Motor Fuel Tax Funds Maintenance / Repairs (Org 20090270, Object 557200, \$387,661.16), the Water & Sewer Improvement Fund / Projects / Construction Water (Org 50180012, Object 557200, \$200,927.50).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council award the Eastern Avenue / Washington Street Roadway Project - MFT Section No. 21-00535-00-FP, in the amount of \$588,588.66, on behalf of Austin-Tyler Construction, Inc.





## Memo

**File #:** ID-470-20

**Agenda Date:** 8/16/2021

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Change Order No. 1 for the 2021 Sanitary Sewer Rehabilitation Program to Performance Pipelining Inc. in the amount of \$168,436.03

**BACKGROUND:**

On January 5, 2021, the Mayor and City Council awarded a Contract for the 2021 Sanitary Sewer Rehabilitation Program, in the amount of \$6,987,185.78, to Performance Pipelining Inc. The Public Service Committee will review this matter.

**CONCLUSION:**

Change Order No. 1, a net increase in the amount of \$168,436.03, is for the following work:

- Additional quantity of cleaning and televising work to be completed in advance of grouting work.
- Installation of 40 flat tops on brick or concrete block manhole structures with deteriorating topsides to allow for completion of manhole rehabilitation.
- Installation of mechanical wing plugs and concrete caps on old inlet pipes that have been disconnected to allow for installation of cementitious coating on the structure required to properly seal the structure to prevent inflow and infiltration.
- Time and Material work as requested by the City for various issues including sewer televising investigation of resident issue and removal of a seized sanitary sewer lid inside a storm sewer structure.
- Removal of manhole rehabilitation work due to conflicts with existing utilities.
- Sewer lining resin cost adjustment to account for current project conditions.

Funds will be charged to the Water & Sewer Improvement Fund / IEPA Loan / Construction (Org 51880000, Object 557200, \$168,436.03).

**RECOMMENDATION:**

Based on the above, the Administration recommends that the Mayor and City Council approve Change Order No. 1, a net increase in the amount of \$168,436.03, on behalf of Performance Pipelining Inc.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** ID-471-20

**Agenda Date:** 8/16/2021

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Amendment No. 4 in the amount of (\$3,288.14) and Payment Request No. 12 and Final in the amount of \$13,211.07 to Willett Hofmann & Associates, Inc. for the Phase II Engineering Services for the Garnsey Avenue Over Spring Creek Improvement Project - MFT Section No. 11-00443-00-BR

**BACKGROUND:**

On March 5, 2019, the Mayor and City Council awarded an Engineering Services Agreement for Phase II Engineering for the Garnsey Avenue over Spring Creek Improvement Project, in the amount of \$198,710.97, to Willett, Hofmann & Associates, Inc. Subsequently, the Mayor and City Council have approved Amendments No. 1, 2 and 3 totaling \$56,857.22. The Public Service Committee will review this matter.

**CONCLUSION:**

Amendment No. 4, a net decrease in the amount of (\$3,288.14), is due to a reduction in the estimated amount of engineering man hours from sub-consultants that were not needed.

This agreement represents a reduction in contributions from the Motor Fuel Tax Fund / Garnsey Avenue Bridge Spring Creek (Org 20090270, Object 557200, (\$3,288.14)).

**RECOMMENDATION:**

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

1. Approve Amendment No. 4, a net deduction in the amount of (\$3,288.14), on behalf of Willett Hofmann & Associates, Inc.
2. Approve Pay Estimate No. 12 and Final, in the amount of \$13,211.07, on behalf of Willett Hofmann & Associates Inc.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** ID-472-20

**Agenda Date:** 8/16/2021

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**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Ordinance Accepting a Plat of Easement at 2901 Channahon Road for the Crow Joliet Trucking Terminal Development

**BACKGROUND:**

As a part of the 2901 Channahon Rd. development project by Crow Holdings, and in alignment with the City of Joliet's Subdivision Regulations, this site will require a stormwater detention easement for future access and maintenance. This easement will cover all proposed stormwater facilities onsite.

**CONCLUSION:**

Crow Holdings has agreed to grant the easement and has prepared the attached Plat of Easement for City of Joliet acceptance.

**RECOMMENDATION:**

Based on the above, it is recommended that the attached Resolution be approved authorizing the Administration to accept the stormwater detention easement document on behalf of the City.



**ORDINANCE AUTHORIZING THE ACCEPTANCE OF EASEMENT  
FROM  
CROW HOLDINGS FOR 2901 CHANNAHON ROAD**

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

**SECTION NO. 1:** The City of Joliet hereby accepts the Stormwater Detention Easement and Crow Holdings for 2901 Channahon Road. Copy of the Plat of Easement is attached hereto as Exhibit "A".

**SECTION NO. 2:** The City Manager is authorized to take such action as may be necessary to comply with the conditions imposed upon the City by the Grant of Easement.

**SECTION NO. 3:** This Ordinance and every provision thereof shall be considered separable and the invalidity of any section, clause, paragraph, sentence or provision of the Ordinance shall not affect the validity of any other provision of this Ordinance.

**SECTION NO. 4:** All Ordinances or parts of Ordinances conflicting with any of the provisions of this ordinance shall be and the same hereby repealed.

**SECTION NO. 5:** This Ordinance shall be in effect from and after its passage, approval and recording according to law.

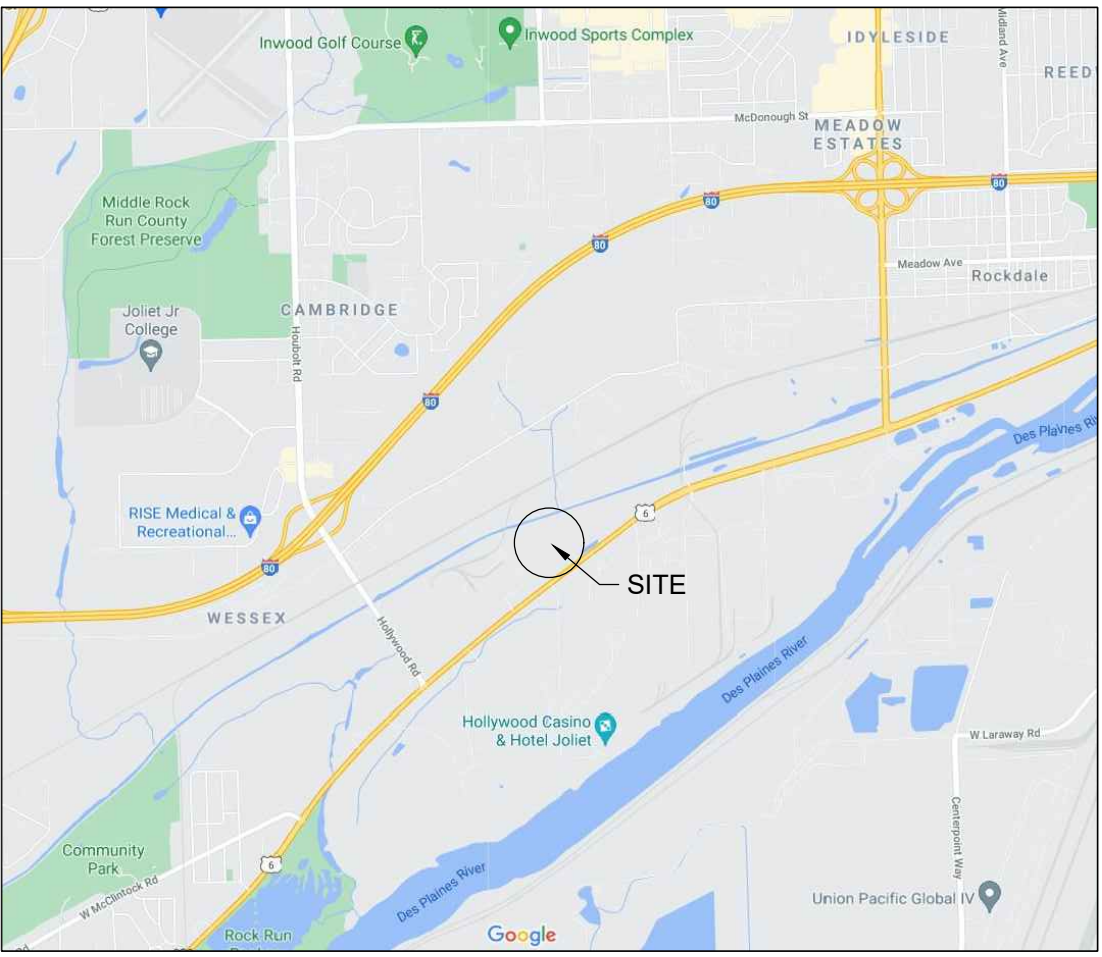
PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2021

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2021

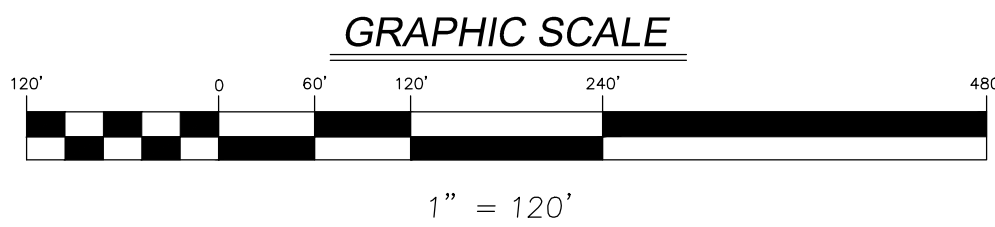
\_\_\_\_\_  
MAYOR





VICINITY MAP  
NOT TO SCALE

P.I.N.(S) 05-06-25-100-007  
05-06-25-200-003  
05-06-25-200-002  
05-06-24-400-015

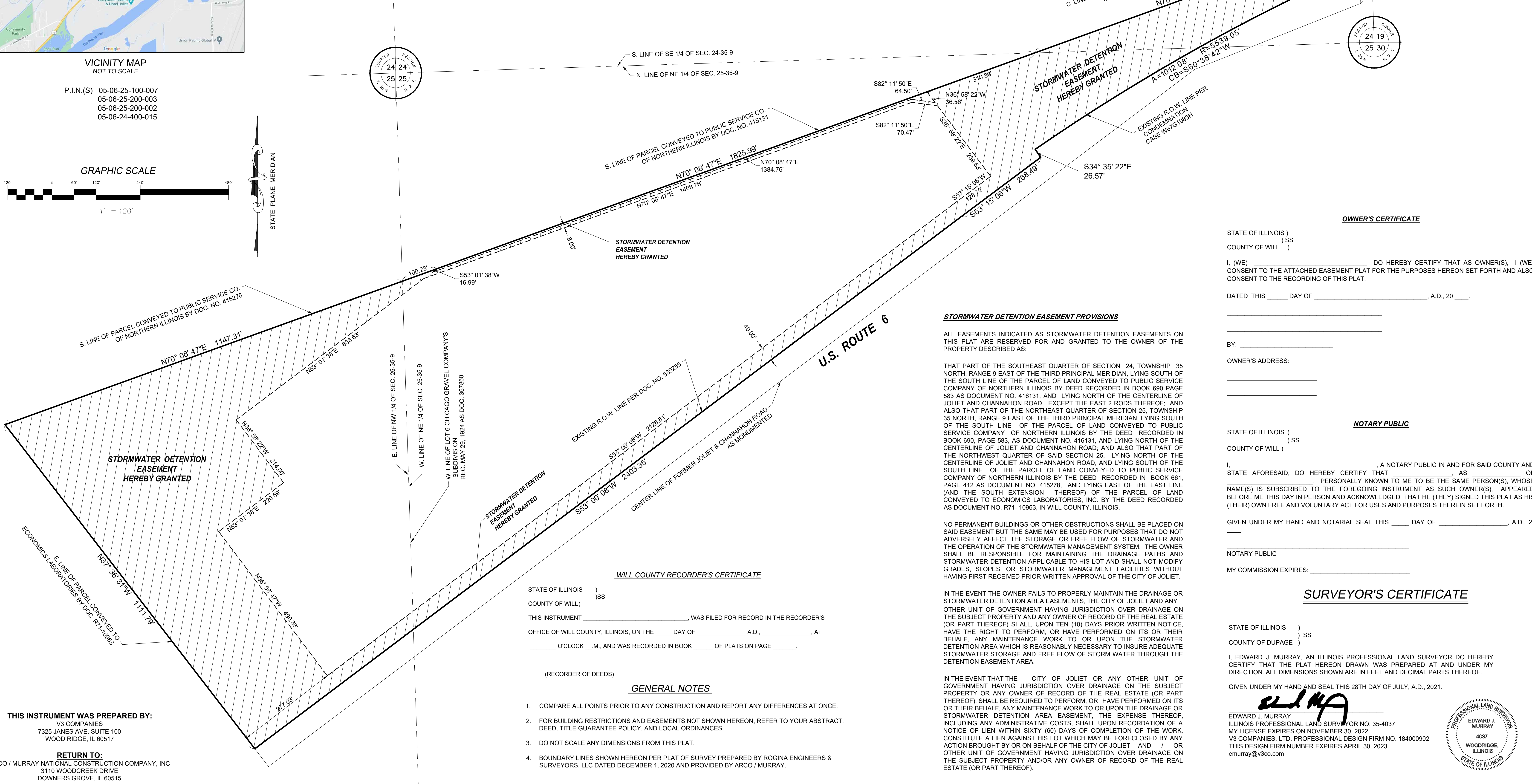


STATE PLANE MERIDIAN

- LEGEND**
- SUBDIVISION LINE
  - EXISTING RIGHT-OF-WAY LINE
  - EXISTING LOT LINE
  - EXISTING EASEMENT LINE
  - EASEMENT LINE HEREBY GRANTED
  - N NORTH
  - S SOUTH
  - E EAST
  - W WEST
  - CB CHORD BEARING
  - A ARC LENGTH
  - R RADIUS
  - STORMWATER DETENTION EASEMENT HEREBY GRANTED

# PLAT OF EASEMENT FOR Crow Joliet Trucking Terminal

PART OF SECTION 24 AND SECTION 25, ALL IN TOWNSHIP 35 NORTH, RANGE 9 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



## OWNER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF WILL ) SS

I, (WE) \_\_\_\_\_ DO HEREBY CERTIFY THAT AS OWNER(S), I (WE)  
CONSENT TO THE ATTACHED EASEMENT PLAT FOR THE PURPOSES HEREON SET FORTH AND ALSO  
CONSENT TO THE RECORDING OF THIS PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20 \_\_\_\_.

BY: \_\_\_\_\_

OWNER'S ADDRESS: \_\_\_\_\_

## NOTARY PUBLIC

STATE OF ILLINOIS )  
COUNTY OF WILL ) SS

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND  
STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ AS \_\_\_\_\_ OF  
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S), WHOSE  
NAME(S) IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED  
BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE (THEY) SIGNED THIS PLAT AS HIS  
(THEIR) OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20 \_\_\_\_.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

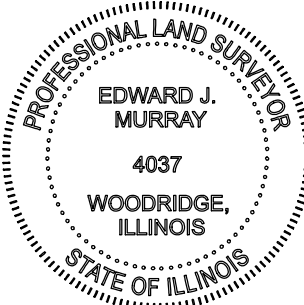
## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, EDWARD J. MURRAY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY  
CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY  
DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF JULY, A.D., 2021.

EDWARD J. MURRAY  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-4037  
MY LICENSE EXPIRES ON NOVEMBER 30, 2022.  
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902  
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.  
emurray@v3co.com



## WILL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF WILL ) SS  
THIS INSTRUMENT \_\_\_\_\_, WAS FILED FOR RECORD IN THE RECORDER'S  
OFFICE OF WILL COUNTY, ILLINOIS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., \_\_\_\_\_, AT  
\_\_\_\_\_ O'CLOCK \_\_\_\_ M., AND WAS RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_\_.

(RECORDER OF DEEDS)

## GENERAL NOTES

- COMPARE ALL POINTS PRIOR TO ANY CONSTRUCTION AND REPORT ANY DIFFERENCES AT ONCE.
- FOR BUILDING RESTRICTIONS AND EASEMENTS NOT SHOWN HEREON, REFER TO YOUR ABSTRACT, DEED, TITLE GUARANTEE POLICY, AND LOCAL ORDINANCES.
- DO NOT SCALE ANY DIMENSIONS FROM THIS PLAT.
- BOUNDARY LINES SHOWN HEREON PER PLAT OF SURVEY PREPARED BY ROGINA ENGINEERS & SURVEYORS, LLC DATED DECEMBER 1, 2020 AND PROVIDED BY ARCO / MURRAY.

## STORMWATER DETENTION EASEMENT PROVISIONS

ALL EASEMENTS INDICATED AS STORMWATER DETENTION EASEMENTS ON  
THIS PLAT ARE RESERVED FOR AND GRANTED TO THE OWNER OF THE  
PROPERTY DESCRIBED AS:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 35  
NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF  
THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED TO PUBLIC SERVICE  
COMPANY OF NORTHERN ILLINOIS BY DEED RECORDED IN BOOK 690 PAGE  
583 AS DOCUMENT NO. 416131, AND LYING NORTH OF THE CENTERLINE OF  
JOLIET AND CHANNAHON ROAD, EXCEPT THE EAST 2 RODS THEREOF; AND  
ALSO THAT PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP  
35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH  
OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED TO PUBLIC  
SERVICE COMPANY OF NORTHERN ILLINOIS BY THE DEED RECORDED IN  
BOOK 690, PAGE 583, AS DOCUMENT NO. 416131, AND LYING NORTH OF THE  
CENTERLINE OF JOLIET AND CHANNAHON ROAD; AND ALSO THAT PART OF  
THE NORTHWEST QUARTER OF SAID SECTION 25, LYING NORTH OF THE  
CENTERLINE OF JOLIET AND CHANNAHON ROAD, AND LYING SOUTH OF THE  
SOUTH LINE OF THE PARCEL OF LAND CONVEYED TO PUBLIC SERVICE  
COMPANY OF NORTHERN ILLINOIS BY THE DEED RECORDED IN BOOK 661,  
PAGE 412 AS DOCUMENT NO. 415278, AND LYING EAST OF THE EAST LINE  
(AND THE SOUTH EXTENSION THEREOF) OF THE PARCEL OF LAND  
CONVEYED TO ECONOMICS LABORATORIES, INC. BY THE DEED RECORDED  
AS DOCUMENT NO. R71- 10963, IN WILL COUNTY, ILLINOIS.

NO PERMANENT BUILDINGS OR OTHER OBSTRUCTIONS SHALL BE PLACED ON  
SAID EASEMENT BUT THE SAME MAY BE USED FOR PURPOSES THAT DO NOT  
ADVERSELY AFFECT THE STORAGE OR FREE FLOW OF STORMWATER AND  
THE OPERATION OF THE STORMWATER MANAGEMENT SYSTEM. THE OWNER  
SHALL BE RESPONSIBLE FOR MAINTAINING THE DRAINAGE PATHS AND  
STORMWATER DETENTION APPLICABLE TO HIS LOT AND SHALL NOT MODIFY  
GRADES, SLOPES, OR STORMWATER MANAGEMENT FACILITIES WITHOUT  
HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE CITY OF JOLIET.

IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE OR  
STORMWATER DETENTION AREA EASEMENTS, THE CITY OF JOLIET AND ANY  
OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON  
THE SUBJECT PROPERTY AND ANY OWNER OF RECORD OF THE REAL ESTATE  
(OR PART THEREOF) SHALL, UPON TEN (10) DAYS PRIOR WRITTEN NOTICE,  
HAVE THE RIGHT TO PERFORM, OR HAVE PERFORMED ON ITS OR THEIR  
BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER  
DETENTION AREA WHICH IS REASONABLY NECESSARY TO INSURE ADEQUATE  
STORMWATER STORAGE AND FREE FLOW OF STORM WATER THROUGH THE  
DETENTION EASEMENT AREA.

IN THE EVENT THAT THE CITY OF JOLIET OR ANY OTHER UNIT OF  
GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT  
PROPERTY OR ANY OWNER OF RECORD OF THE REAL ESTATE (OR PART  
THEREOF), SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS  
OR THEIR BEHALF, ANY MAINTENANCE WORK TO OR UPON THE DRAINAGE OR  
STORMWATER DETENTION AREA EASEMENT, THE EXPENSE THEREOF,  
INCLUDING ANY ADMINISTRATIVE COSTS, SHALL UPON RECORDED OF A  
NOTICE OF LIEN WITHIN SIXTY (60) DAYS OF COMPLETION OF THE WORK,  
CONSTITUTE A LIEN AGAINST HIS LOT WHICH MAY BE FORECLOSED BY ANY  
ACTION BROUGHT BY OR ON BEHALF OF THE CITY OF JOLIET AND / OR  
OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON  
THE SUBJECT PROPERTY AND/OR ANY OWNER OF RECORD OF THE REAL  
ESTATE (OR PART THEREOF).

## THIS INSTRUMENT WAS PREPARED BY:

V3 COMPANIES  
7325 JANES AVE, SUITE 100  
WOOD RIDGE, IL 60517

## RETURN TO:

ARCO / MURRAY NATIONAL CONSTRUCTION COMPANY, INC  
3110 WOODCREEK DRIVE  
DOWNERS GROVE, IL 60515

## PREPARED FOR:

Arco/Murray National Construction Company, Inc.

3110 Woodcreek Drive  
Downers Grove, IL 60515  
331.251.2726

REVISIONS			REVISIONS		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

## PLAT OF EASEMENT

Crow Joliet Trucking Terminal

DRAFTING COMPLETED: 07/28/21  
FIELD WORK COMPLETED: N/A  
DRAWN BY: SPK  
CHECKED BY: BJS  
PROJECT MANAGER: CWB  
SCALE: 1" = 120'

Project No: 210405  
Group No: VP10

SHEET NO.  
1 of 1





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

---

**File #:** ID-473-20

**Agenda Date:** 8/16/2021

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Resolution Accepting a Temporary Cul-De-Sac easement agreement at 2903 Schweitzer Road for the H&K Subdivision Lot 1 - 2800 Schweitzer Road Development

**BACKGROUND:**

As a part of the 2800 Schweitzer Road development project by CenterPoint Joliet Terminal Railroad LLC, a temporary cul-de-sac will be required until a further road extension is completed. This cul-de-sac will extend into the private property at 2903 Schweitzer Road (PIN 05-06-36-301-002-0000). The City of Joliet has required that a temporary cul-de-sac easement be granted by the developer for construction of the cul-de-sac and to maintain safe and proper access to the site.

**CONCLUSION:**

Joliet Intermodal Holdings LLC, as owner of 2903 Schweitzer Road (PIN 05-06-36-301-002-0000) and on behalf of its sole member CenterPoint Joliet Terminal Railroad LLC, has agreed to grant the easement and has prepared the attached Resolution and Agreement accepting the temporary easement necessary.

**RECOMMENDATION:**

Based on the above, it is recommended that the attached Resolution be approved authorizing the Administration to accept the temporary cul-de-sac easement document on behalf of the City of Joliet.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING THE GRANT OF A TEMPORARY CUL-DE-SAC  
EASEMENT FROM JOLIET INTERMODAL HOLDINGS, LLC AT 2903 SCHWEITZER  
ROAD**

**WHEREAS**, the City of JOLIET, Illinois (the "City") is a duly organized and existing home rule municipal corporation created under the provisions of the laws of the State of Illinois; and

**WHEREAS**, the City seeks to improve the public rights of way in this community to keep residents safe and the business environment vibrant; and

**WHEREAS**, JOLIET INTERMODAL HOLDINGS, LLC wishes to grant to the City, an easement located along the north edge of existing right of way for Schweitzer Road, extending north into the parcel 2903 Schweitzer Rd.; and

**WHEREAS**, the City is a home rule unit of local government entitled to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power and authority to accept dedications of easement from other bodies.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS FOLLOWS:

**SECTION 1:** The attached grant of easement for a temporary cul-de-sac between the City of Joliet and JOLIET INTERMODAL HOLDINGS, LLC is hereby accepted and approved.

**SECTION 2:** The City Clerk is directed to record the grant of public drainage, sidewalk and landscaping easement.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

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

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

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

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

THIS DOCUMENT PREPARED BY:

Marjorie C. Howard, Esq.  
Richmond Breslin LLP  
5215 Old Orchard Road, Suite 420  
Skokie, Illinois 60077  
(312) 568-4401  
RB File No. 12100.43769

This space reserved for Recorder.

## TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT

THIS TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT (the "**Agreement**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between **THE CITY OF JOLIET**, an Illinois home rule municipal corporation, whose mailing address is 150 W. Jefferson Street, Joliet, Illinois 60432 (hereinafter referred to, together with its successors and assigns, as "**Grantee**") and **JOLIET INTERMODAL HOLDINGS LLC**, a Delaware limited liability company, whose mailing address is c/o CenterPoint Properties Trust, 1808 Swift Drive, Oak Brook, Illinois 60523 (hereinafter referred to, together with its successors and assigns, as "**Grantor**").

## RECITALS

A. Grantee is the owner of that portion of Schweitzer Road, a public right of way, located to the west of Vetter Road, in the location shown and labeled "Schweitzer Road" on **Exhibit "B"** attached hereto (hereinafter referred to as "**Schweitzer Road**");

B. Grantor is the owner of fee-simple title to an approximately 68.77 acre parcel of land commonly known as 2903 Schweitzer Road, Joliet, Illinois, which parcel is legally described on **Exhibit "A"** attached hereto (hereinafter referred to as the "**2903 Parcel**");

C. Grantee desires to obtain a temporary easement on a portion of the 2903 Parcel in the location depicted on **Exhibit "B"** attached hereto (hereinafter referred to as the "**Easement Parcel**") on the terms and conditions expressly set forth herein.

D. Grantor is willing to grant Grantee a non-exclusive temporary easement (hereinafter referred to as the "**Temporary Easement**") on the terms and conditions set forth herein.

E. Grantor and Grantee, and their respective successors and assigns, are hereafter sometimes referred to collectively as the “**Parties**” and individually as a “**Party**.”

**NOW, THEREFORE**, in consideration of the mutual covenants herein made, the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein by this reference and made a part hereof.

2. **Grant of Temporary Easement.** Grantor does hereby grant and convey to Grantee, and its agents, employees, and contractors, a non-exclusive Temporary Easement on, over and across the Easement Parcel reasonably necessary for vehicular ingress and egress over the Easement Parcel, including, without limitation, use of the Easement Parcel by Grantee, its agents, the public, employees, contractors, lessees, sublessees, occupants, licensees and invitees (collectively, the “**Benefited Parties**”) for automobiles, trucks and tractor trailers in connection with the use of the proposed cul-de-sac, a portion of which includes the Easement Parcel, at the western terminus of Schweitzer Road.

3. **Term of Temporary Easement.** In the event the 2903 Parcel is developed, Schweitzer Road shall be extended west to the western boundary of the 2903 Parcel (the “**Road Extension**”). This Temporary Cul-de-Sac Easement is a temporary easement, and shall automatically expire, without any action by either party, at such time as the Road Extension is completed and open for use by the public (the “**Expiration Date**”).

4. **Reservations.** Grantor reserves to itself and any successor-in-interest to the Easement Parcel all rights with respect to the Temporary Easement and the Easement Parcel, so long as the exercise by Grantor of such rights does not unreasonably interfere with the Benefited Parties’ use of the Temporary Easement.

5. **Release of Claims; Indemnity.** Grantee assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property to the extent that the same are sustained as a result of the activities, operations or use of the Temporary Easement or the Easement Parcel by Grantee, its agents, employees and contractors (including any parties acting by, through or under them, collectively, the “**Grantee Group**”), except to the extent the same are caused by the negligence or willful misconduct of the Grantor Indemnitees (as such term is defined below). Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, its members, officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees (and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors and assigns) (collectively, the “**Grantor Indemnitees**”) from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable and actual attorneys’ fees and litigation costs incurred by the Grantor Indemnitees in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses to the extent that such result from the Grantee’s use of the Easement Area) by the Grantee Group, except to the extent the same are attributable to the negligence or willful misconduct of the Grantor Indemnitees. Grantee hereby

agrees to indemnify, defend and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable and actual attorneys' fees and litigation costs incurred by the Grantor Indemnitees in connection therewith), for any and all loss of life, injury to persons or damage to property and for all lien claims filed against the 2903 Parcel to the extent such results from the activities, operations or use of the Easement Area (including, without limitation, any such loss, injury or damage that may arise as a result of the Grantee's use of the Easement Area) by the Grantee Group, except to the extent the same are attributable to the negligence or willful misconduct of the Grantor Indemnitees. The provisions of this section shall survive the expiration of this Agreement.

6. **Compliance with Laws.** Grantee shall comply with and cause the Grantee Group to comply with all applicable laws, statutes, ordinances, codes, rules, regulations, permits and approvals (collectively, the "**Laws**") to which Grantee's use of the Temporary Easement and the obligations of Grantee under this Agreement are subject.

7. **Invalidity.** If any provision of this Agreement shall be held invalid, the validity of the remainder hereof shall not be affected thereby.

8. **Counterparts.** This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes), but all of which together constitute one and the same instrument.

9. **Modification; Waiver.** This Agreement shall not be modified, extended or terminated other than as set forth in this Agreement, except by an instrument duly signed by both Parties. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

10. **Notices.** Unless otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following addresses:

If to Grantor:

c/o CenterPoint Joliet Terminal Railroad LLC  
1808 Swift Drive  
Oak Brook, Illinois 60523  
Attn: Ed Harrington  
Email: [eharrington@centerpoint.com](mailto:eharrington@centerpoint.com)

If to Grantee:

The City of Joliet  
150 W. Jefferson Street  
Joliet, Illinois 60432  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

Any such notices shall be either (i) sent by overnight delivery using a nationally recognized courier, in which case notice shall be deemed delivered one (1) business day after deposit, with such courier, (ii) by personal hand delivery, in which case notice shall be deemed delivered at the time of the

personal hand delivery, or (iii) by email, provided that such copy of the notice is simultaneously delivered via overnight delivery, in which case the notice shall be deemed delivered on the date of transmission. Any Party may change its address by giving notice in compliance with this Agreement. Notice of such a change shall be effective only upon receipt.

11. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, and the Parties hereto (i) agree that any action or proceeding that is brought to enforce or interpret this Agreement or that concerns or is in any way related to this Agreement shall only be commenced in the courts of the State of Illinois and (ii) consent to venue and personal jurisdiction in the courts specified in the foregoing subpart (i) of this Section.

12. **Waiver of Trial by Jury.** To the extent permitted by law, each Party hereby waives, irrevocably and unconditionally, trial by jury in any action brought on, under or by virtue of or relating in any way to this Agreement, or any claims, defenses, rights of set-off or other actions pertaining hereto.

13. **Attorneys' Fees.** If any action is brought because of any breach of, or interpretation of, or that concerns or is in any way related to any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all attorneys' fees and court costs incurred in connection with such action, and the amount of such fees and costs shall be fixed by the court and made a part of any judgment rendered.

14. **Covenants Run with the Land; Successors and Assigns.** The Temporary Cul-de-Sac Easement and all other rights, privileges, covenants, conditions, and restrictions contained herein shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the Parties, and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]




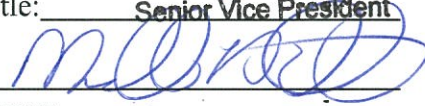
**Grantee:**

**JOLIET INTERMODAL HOLDINGS LLC,**  
a Delaware limited liability company

By: CenterPoint Joliet Terminal Railroad Investor LLC, a  
Delaware limited liability company  
Its: Managing Member

By: CenterPoint Joliet Terminal Railroad LLC, an  
Illinois limited liability company  
Its: Sole Member


By: CenterPoint Properties Trust, a  
Maryland real estate investment Trust  
Its: Manager

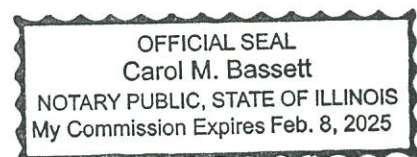
By:   
Name: Edward B. Harrington  
Title: Senior Vice President  
By:   
Name: Michael Tortorici  
Title: Senior Vice President, Treasurer

STATE OF ILLINOIS       )  
  )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_  
and \_\_\_\_\_, respectively, of **CENTERPOINT PROPERTIES TRUST**, a real estate  
investment trust, who are personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such officers, appeared before me this day in person  
and acknowledged that he signed and delivered the said instrument as his own free and voluntary  
act and as the free and voluntary act of said trust and said limited liability company, for the uses  
and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of July, 2021.

  
\_\_\_\_\_  
Notary Public



SIGNATURE PAGE

**Grantor:**

**THE CITY OF JOLIET**, an Illinois home  
rule municipal corporation

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

Name: \_\_\_\_\_

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

STATE OF ILLINOIS                    )  
  )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, as the \_\_\_\_\_ of **THE CITY OF  
JOLIET**, who is personally known to me to be the same person whose name is subscribed to the  
foregoing instrument as such officer, appeared before me this day in person and acknowledged  
that they signed and delivered the said instrument as their own free and voluntary act and as the  
free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

SIGNATURE PAGE

**EXHIBIT A**

**LEGAL DESCRIPTION – GRANTOR PARCEL**

LOT 20 - BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT JOLIET PHASE NINETEEN, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, ALL IN TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE DES PLAINES RIVER, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2018, AS DOCUMENT NUMBER R2018027534, IN WILL COUNTY, ILLINOIS.

P.I.N.            05-06-36-301-002-0000

ADDRESS:    2903 Schweitzer Road, Joliet, Illinois 60436

**EXHIBIT B**

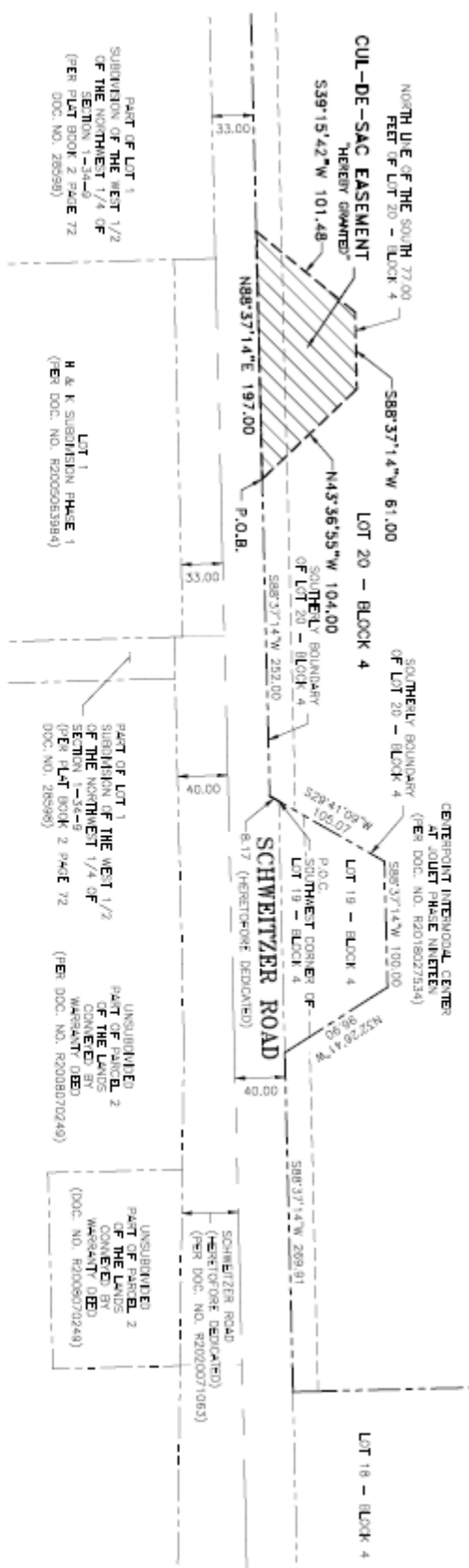
**LEGAL DESCRIPTION / DEPICTION OF EASEMENT AREA AND SCHWEITZER  
ROAD**

[SEE ATTACHED]

P.L.N., 06-36-501-022  
COMMON ADDRESS: 2903 SCHEWITZER ROAD  
JOLIET, IL 60436  
OWNER: JOLIET INTERMODAL HOLDINGS LLC  
1808 SWIFT DRIVE  
OAK BROOK, IL 60523

**SERVANT PARCEL:**  
LOT 20 BLOCK 14 IN DEVELOPMENT MEMORIAL CENTER AT  
HOLIDAY INN HOTEL, BEING A SUBDIVISION OF PART OF THE  
SOUTHWEST QUARTER OF SECTION 35, ALL PARTS SOUTHEASTLY  
OF THE LINE, BEING THE SOUTHWEST QUARTER OF SECTION 35,  
OF THE LINE, LUNES RIVER, IN TOWNSHIP 25 NORTH, RANGE 9  
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT  
THEREOF RECORDED APRIL 25, 1918, AS DOCUMENT NUMBER  
12010602354, IS WILL COUNTY, ILLINOIS.

CENTERPOINT INTERNAL CENTER  
AT JOUET PHASE NINETEEN  
(PER DOC. NO. R2018027534)



PREPARED BY: CHRISTOPHER M. PARESH, I.P.L.S. NO. 3369  
EXPIRATION DATE 11/30/2022  
DATE May 25, 2021

**GEOTECH INC.**  
CONSULTING ENGINEERS - LAND SURVEYORS  
1207 CEDARWOOD DRIVE CRET HILL, ILLINOIS 60403 815/750-1010

PROJECT: 04-024	FIELD BOOK # N/A
DRAWN BY: CAT	DATE: 05/26/21 SCALE: 1"=80' JOB NO. 17565

CONSULTING THE FIRM WITH YOUR PERMISSION AND LIABILITY, DEFEND ANY DISSENTMENTS.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** ID-474-20

**Agenda Date:** 8/16/2021

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Resolution Accepting the Dedication of Right-of-Way from the Troy Community Consolidated School District 30-C for Theodore Street adjacent to the Troy Middle School

**BACKGROUND:**

The Board of Education of Troy Community Consolidated School District 30-C, owner, is dedicating right-of-way for Theodore Street in front of the Troy Middle School located at 5800 W. Theodore Street.

The Public Service Committee will review this matter.

**CONCLUSION:**

The attached documentation grants the dedication of right-of-way. It is in the best interest of the City to accept the dedication of right-of-way.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution accepting the dedication of public right-of-way for Theodore Street from the Board of Education of Troy Community Consolidated School District 30-C.

## RESOLUTION NO. \_\_\_\_\_

### RESOLUTION ACCEPTING THE DEDICATION OF RIGHT-OF-WAY FROM THE TROY COMMUNITY CONSOLIDATED SCHOOL DISTRICT 30-C FOR THEODORE STREET ADJACENT TO THE TROY MIDDLE SCHOOL

**WHEREAS**, the City of JOLIET, Illinois (the "City") is a duly organized and existing home rule municipal corporation created under the provisions of the laws of the State of Illinois; and

**WHEREAS**, Troy Community Consolidated School District ("Troy") is a body corporate and politic; and

**WHEREAS**, the City seeks to improve the public rights of way in this community to keep residents safe and the business environment vibrant; and

**WHEREAS**, the City and Troy have worked cooperatively and collaboratively to maintain a safe and scenic right of way along Theodore Street; and

**WHEREAS**, Troy wishes to grant to the City, a right of way for Theodore Street improvements along the frontage at 5800 W. Theodore Street; and

**WHEREAS**, the City is a home rule unit of local government entitled to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power and authority to accept dedications of rights of way from other bodies.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS FOLLOWS:

**SECTION 1:** The attached dedication of right-of-way between the City of Joliet and the Board of Education of Troy Community Consolidated School District 30-C is hereby accepted and approved.

**SECTION 2:** The City Clerk is directed to record the dedication of right-of-way.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

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

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

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

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

**DEDICATION OF  
RIGHT OF WAY**

**THIS INDENTURE WITNESSETH** that the Grantor, the **Board of Education of Troy Community Consolidated School District 30C**, Will County, Illinois, an Illinois local school district, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does **HEREBY GRANT, CONVEY AND DEDICATE** to the **City of Joliet**, a municipal corporation, all interest in and to the following described real property for public roadway and other public purposes:

The North 40.00 feet of the West 896.10 feet of the East Five-Eighths of the Northeast Quarter of Section 5, Township 35 North, Range 9 East of the Third Principal Meridian in Will County, Illinois.

PIN: pt. 06-05-200-004

Commonly Known as: 40 feet wide portion of Theodore Street

9th **IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal this July day of 21, 2021.

**THE BOARD OF EDUCATION OF TROY  
COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 30C, WILL  
COUNTY, ILLINOIS.** a local school district

By:

*Dr. Todd J. C.*  
*Superintendent*

Attest:

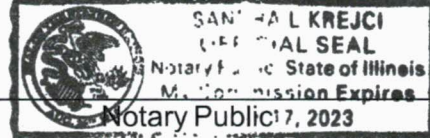
*Michelle M. Sutank*



STATE OF ILLINOIS     )  
                                      )SS  
COUNTY OF WILL     )

I, the undersigned, a Notary Public in and **for** the above County and State, do hereby certify that

Is 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/she signed and delivered the foregoing instrument as his/her free and voluntary act for the uses and purposes therein set forth.



**PREPARED BY/RETURN TO THE GRANTEE:**

City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432

*Sandra L. Krejci*

# R.O.W. DEDICATION EXHIBIT THEODORE STREET



## GRAPHIC SCALE



1" = 150'

## AREA

35,850 SQ. FT.  
0.8230 ACRES

EAST LINE OF THE WEST  
THREE-QUARTERS OF THE WEST HALF  
OF THE N.E. 1/4 OF SECTION 5-35-9

WEST LINE OF THE EAST FIVE-EIGHTHS  
OF THE N.E. 1/4 OF SECTION 5-35-9

OWNER: BOARD OF EDUCATION OF TROY COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT NO. 30-C  
VESTING DEED DOC. NO. R99-097113  
5800 W THEODORE STREET, PLAINFIELD  
P.L.N. 06-05-200-004

N. LINE OF THE N.E. 1/4 OF SEC. 5-35-9

EAST LINE OF THE WEST 896.10 FEET  
OF THE EAST FIVE-EIGHTHS OF THE N.E.  
1/4 OF SECTION 5-35-9

WESMERE  
PKWY

EAGLE RIDGE UNIT 2  
DOC. R1999-148640

N01°48'48"W  
40.01'

S89°16'09"W 896.26'

THEODORE STREET

S01°48'48"E  
40.01'

973  
972  
971  
DOC. R1997-102486

970  
969  
968  
967  
966  
965  
964  
963  
962  
961  
960  
959  
958

WESMERE SUBDIVISION AREA 10 UNIT 1A  
DOC. NO. R1997-091843

DEDICATED PER DOC. R2002-012208

DEDICATED PER  
DOC. R1999-148640

## LEGEND

- RIGHT-OF-WAY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY HEREBY DEDICATED

SHT 1 OF 2



Engineers  
Scientists  
Surveyors

7325 Janes Avenue, Suite 100  
Woodridge, IL 60517  
630.724.9200 voice  
630.724.0384 fax  
v3co.com

PREPARED FOR:  
CITY OF JOLIET  
CITY HALL 150 W JEFFERSON ST  
JOLIET, IL 60432-4158  
815-724-4000

PROJECT NO. 19224 T19  
GROUP NO. VP02.1  
SCALE: 150'  
DATE: 06-21-21

**R.O.W. DEDICATION EXHIBIT  
THEODORE STREET**

**LEGAL DESCRIPTION**

**RIGHT OF WAY HEREBY DEDICATED**

THE NORTH 40.00 FEET OF THE WEST 896.10 FEET OF THE EAST FIVE-EIGHTHS OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**SURVEYOR'S CERTIFICATE**

STATE OF INDIANA     )  
                                  ) SS  
COUNTY OF LAKE     )

I, ANTHONY J. STRICKLAND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 22ND DAY OF JUNE, A.D., 2021.



ANTHONY J. STRICKLAND  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3437  
MY LICENSE EXPIRES ON NOVEMBER 30, 2022.  
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902  
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.  
tstrickland@v3co.com



SHT 2 OF 2



Engineers  
Scientists  
Surveyors

7325 Janes Avenue, Suite 100  
Woodridge, IL 60517  
630.724.9200 voice  
630.724.0384 fax  
v3co.com

PREPARED FOR:  
**CITY OF JOLIET**  
CITY HALL 150 W JEFFERSON ST  
JOLIET, IL 60432-4158  
815-724-4000

PROJECT NO. 19224 T19  
GROUP NO. VP02.1  
SCALE: 150'  
DATE: 06-21-21



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** ID-475-20

**Agenda Date:** 8/16/2021

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Resolution Accepting the Grant of a Public Utility, Sidewalk, and Landscape Easement from the Troy Community Consolidated School District 30-C for Theodore Street adjacent to the Troy Middle School

**BACKGROUND:**

The Board of Education of Troy Community Consolidated School District 30-C, owner, is granting a 10-foot public utility, drainage, sidewalk and landscaping easement located south of the right-of-way of Theodore Street in front of the Troy Middle School located at 5800 W. Theodore Street.

The Public Service Committee will review this matter.

**CONCLUSION:**

The attached documentation grants the public utility, drainage, sidewalk and landscaping easement. It is in the best interest of the City to accept the easement.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution accepting the grant of a public utility, drainage, sidewalk and landscaping easement for Theodore Street from the Board of Education of Troy Community Consolidated School District 30-C.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING THE GRANT OF A PUBLIC UTILITY, DRAINAGE, SIDEWALK AND LANDSCAPING EASEMENT FROM THE TROY COMMUNITY CONSOLIDATED SCHOOL DISTRICT 30-C FOR THEODORE STREET ADJACENT TO THE TROY MIDDLE SCHOOL**

**WHEREAS**, the City of JOLIET, Illinois (the "City") is a duly organized and existing home rule municipal corporation created under the provisions of the laws of the State of Illinois; and

**WHEREAS**, Troy Community Consolidated School District ("Troy") is a body corporate and politic; and

**WHEREAS**, the City seeks to improve the public rights of way in this community to keep residents safe and the business environment vibrant; and

**WHEREAS**, the City and Troy have worked cooperatively and collaboratively to maintain a safe and scenic right of way along Theodore Street; and

**WHEREAS**, Troy wishes to grant to the City, a ten foot public utility, drainage, sidewalk, and landscaping easement located south of the existing right of way for Theodore Street along the frontage at 5800 W. Theodore Street; and

**WHEREAS**, the City is a home rule unit of local government entitled to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power and authority to accept dedications of easement from other bodies

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS FOLLOWS:

**SECTION 1:** The attached grant of easement for public utility, drainage, sidewalk and landscaping between the City of Joliet and the Board of Education of Troy Community Consolidated School District 30-C is hereby accepted and approved.

**SECTION 2:** The City Clerk is directed to record the grant of public utility, drainage, sidewalk and landscaping easement.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

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

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

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

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



**GRANT OF  
PUBLIC UTILITIES,  
DRAINAGE,  
SIDEWALK/PATH  
AND LANDSCAPE  
EASEMENT**

**THIS INDENTURE WITNESSETH**, that the Grantor, the **Board of Education of Troy Community Consolidated School District 30C**, an Illinois local school district, for and in good and valuable consideration, the receipt of which is hereby acknowledged, does by these premises hereby **GRANT** and **CONVEY** unto the City of Joliet, an Illinois Municipal Corporation, and its successors, assigns, and licensees, a permanent non-exclusive easement and right of way to construct, operate repair, maintain, and replace municipal and public utilities, including but not limited to, water distribution mains, sanitary sewer transmission mains, drainage swales, drainage transmission mains, sidewalks/paths, landscaping and related appurtenances (hereinafter referred to as "Permitted Improvements") in, under and upon tract of land described in the Plat of Easement attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Tract").

The easement granted herein shall be subject to the following conditions:

1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantor. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantor's property in connection with the project, and its maintenance and operation.
2. The rights granted herein shall include, but not be limited to, the removal or relocation of brush, debris or similar material which conflict with the construction, maintenance or operation of permitted improvements installed in the Easement Tract. No buildings or masonry walls shall be erected in the Easement Tract.
3. The Grantee, and all those acting by or under the Grantee, shall defend, indemnify and hold harmless the Grantor from any and all claims, actions and liabilities arising from Grantee's use of the Easement Tract.
4. Full and complete title, ownership and use of the Easement Tract are hereby reserved to Grantor subject only to the right, permission and authority expressly granted to the Grantee in this instrument.
5. Title to the Permitted Improvements installed within the Easement Tract by or on behalf of the Grantee or its successors, assigns and licensees shall vest solely in the Grantee.

6. All work undertaken by the Grantee and its licensees shall be performed and completed in a good and workmanlike manner and with diligence. All work shall be confined to the Easement Tract. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Easement Tract to its original grade and condition.

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

PIN: pt. 06-05-200-004

9th IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this July day of 2021.

**THE BOARD OF EDUCATION OF TROY  
COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 30C, WILL  
COUNTY, ILLINOIS.** a local school district

By:

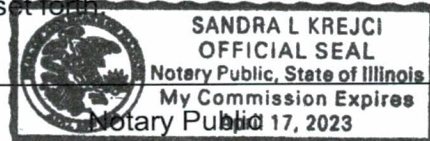
*Dr. Todd E.  
Superintendent.*

Attest:

*inwocmsutank*

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF WILL     )

I, the undersigned, a Notary Public in the above County and State,  
do hereby certify that \_\_\_\_\_ are  
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/she signed and delivered the foregoing instrument as his/her free and  
voluntary act for the uses and purposes therein set forth.



**PREPARED BY/RETURN TO THE GRANTEE:**

City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432

*Sandra L. Krejci*



# EASEMENT EXHIBIT THEODORE STREET

EAST LINE OF THE WEST  
THREE-QUARTERS OF THE WEST HALF  
OF THE N.E. 1/4 OF SECTION 5-35-9

WEST LINE OF THE EAST FIVE-EIGHTS  
OF THE N.E. 1/4 OF SECTION 5-35-9

OWNER: BOARD OF EDUCATION OF TROY COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT NO. 30-C  
  
VESTING DEED DOC. NO. R99-097113  
5800 W THEODORE STREET, PLAINFIELD  
P.I.N. 06-05-200-004

N. LINE OF THE N.E. 1/4 OF SEC. 5-35-9

20' PUBLIC UTILITIES, DRAINAGE,  
SIDEWALK/PATH AND LANDSCAPE  
EASEMENT HEREBY GRANTED

THEODORE STREET

DEDICATED PER DOC. R2002-012208

WESMERE SUBDIVISION AREA 10 UNIT 1A  
DOC. NO. R1997-091843

S. LINE OF THE S.E. 1/4 OF SEC. 32-36-9

EAST LINE OF THE WEST 896.10 FEET  
OF THE EAST FIVE-EIGHTS OF THE N.E.  
1/4 OF SECTION 5-35-9

WESMERE  
PKWY

EAGLE RIDGE UNIT 2  
DOC. R1999-148640

DEDICATED PER  
DOC. R1999-148640



GRAPHIC SCALE



1" = 150'

AREA

17,925 SQ. FT.  
0.4115 ACRES

LEGEND

- RIGHT-OF-WAY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- ////// EASEMENT HEREBY GRANTED

SHT 1 OF 2



Engineers  
Scientists  
Surveyors

7325 Janes Avenue, Suite 100  
Woodridge, IL 60517  
630.724.9200 voice  
630.724.0384 fax  
v3co.com

PREPARED FOR:  
**CITY OF JOLIET**  
CITY HALL 150 W JEFFERSON ST  
JOLIET, IL 60432-4158  
815-724-4000

PROJECT NO. 19224 T19  
GROUP NO. VP02.1  
SCALE: 150'  
DATE: 06-21-21

**EASEMENT EXHIBIT  
THEODORE STREET**

**LEGAL DESCRIPTION**

**EASEMENT HEREBY GRANTED**

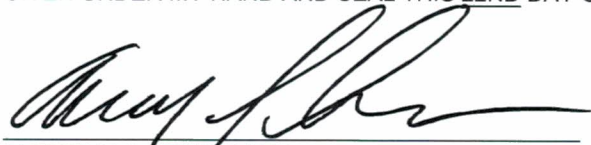
THE SOUTH 20.00 FEET OF THE NORTH 60.00 FEET OF THE WEST 896.10 FEET OF THE EAST FIVE-EIGHTHS OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**SURVEYOR'S CERTIFICATE**

STATE OF INDIANA     )  
                                  ) SS  
COUNTY OF LAKE     )

I, ANTHONY J. STRICKLAND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 22ND DAY OF JUNE, A.D., 2021.



ANTHONY J. STRICKLAND  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3437  
MY LICENSE EXPIRES ON NOVEMBER 30, 2022.  
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902  
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.  
tstrickland@v3co.com



SHT 2 OF 2



Engineers  
Scientists  
Surveyors

7325 Janes Avenue, Suite 100  
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v3co.com

PREPARED FOR:  
**CITY OF JOLIET**  
CITY HALL 150 W JEFFERSON ST  
JOLIET, IL 60432-4158  
815-724-4000

PROJECT NO. 19224 T19  
GROUP NO. VP02.1  
SCALE: 150'  
DATE: 06-21-21



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** ID-476-20

**Agenda Date:** 8/16/2021

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Resolution Accepting the Grant of a Public Utility, Sidewalk, and Landscaping Easement from the Troy Community Consolidated School District 30-C for Theodore Street adjacent to the William B. Orenic Intermediate School

**BACKGROUND:**

The Board of Education of Troy Community Consolidated School District 30-C, owner, is granting a 10-foot public drainage, sidewalk and landscaping easement located south of the right-of-way of Theodore Street in front of the William B. Orenic Intermediate School located at 5820 W. Theodore Street.

The Public Service Committee will review this matter.

**CONCLUSION:**

he attached documentation grants the public drainage, sidewalk and landscaping easement. It is in the best interest of the City to accept the easement.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution accepting the grant of a public drainage, sidewalk and landscaping easement for Theodore Street from the Board of Education of Troy Community Consolidated School District 30-C.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING THE GRANT OF A PUBLIC DRAINAGE, SIDEWALK AND LANDSCAPING EASEMENT FROM THE TROY COMMUNITY CONSOLIDATED SCHOOL DISTRICT 30-C FOR THEODORE STREET ADJACENT TO THE WILLIAM B. ORENIC INTERMEDIATE SCHOOL**

**WHEREAS**, the City of JOLIET, Illinois (the "City") is a duly organized and existing home rule municipal corporation created under the provisions of the laws of the State of Illinois; and

**WHEREAS**, Troy Community Consolidated School District ("Troy") is a body corporate and politic; and

**WHEREAS**, the City seeks to improve the public rights of way in this community to keep residents safe and the business environment vibrant; and

**WHEREAS**, the City and Troy have worked cooperatively and collaboratively to maintain a safe and scenic right of way along Theodore Street; and

**WHEREAS**, Troy wishes to grant to the City, a ten foot public drainage, sidewalk, and landscaping easement located south of the existing right of way for Theodore Street along the frontage at 5820 W. Theodore Street; and

**WHEREAS**, the City is a home rule unit of local government entitled to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power and authority to accept dedications of easement from other bodies.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS FOLLOWS:

**SECTION 1:** The attached grant of easement for public drainage, sidewalk and landscaping between the City of Joliet and the Board of Education of Troy Community Consolidated School District 30-C is hereby accepted and approved.

**SECTION 2:** The City Clerk is directed to record the grant of public drainage, sidewalk and landscaping easement.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

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

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

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

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



**GRANT OF  
PUBLIC  
DRAINAGE,  
SIDEWALK/PATH  
AND LANDSCAPE  
EASEMENT**

**THIS INDENTURE WITNESSETH**, that the Grantor, the **Board of Education of Troy Community Consolidated School District 30C**, an Illinois local school district, for and in good and valuable consideration, the receipt of which is hereby acknowledged, does by these premises hereby **GRANT** and **CONVEY** unto the City of Joliet, an Illinois Municipal Corporation, and its successors, assigns, and licensees, a permanent non-exclusive easement and right of way to construct, operate repair, maintain, and replace municipal and public drainage facilities, including but not limited to, drainage swales, drainage transmission mains, sidewalks/paths, landscaping and related appurtenances (hereinafter referred to as "Permitted Improvements") in, under and upon tract of land described in the Plat of Easement attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Tract").

The easement granted herein shall be subject to the following conditions:

1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantor. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantor's property in connection with the project, and its maintenance and operation.
2. The rights granted herein shall include, but not be limited to, the removal or relocation of brush, debris or similar material which conflict with the construction, maintenance or operation of permitted improvements installed in the Easement Tract. No buildings or masonry walls shall be erected in the Easement Tract.
3. The Grantee, and all those acting by or under the Grantee, shall defend, indemnify and hold harmless the Grantor from any and all claims, actions and liabilities arising from Grantee's use of the Easement Tract.
4. Full and complete title, ownership and use of the Easement Tract are hereby reserved to Grantor subject only to the right, permission and authority expressly granted to the Grantee in this instrument.
5. Title to the Permitted Improvements installed within the Easement Tract by or on behalf of the Grantee or its successors, assigns and licensees shall vest solely in the Grantee.

6. All work undertaken by the Grantee and its licensees shall be performed and completed in a good and workmanlike manner and with diligence. All work shall be confined to the Easement Tract. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Easement Tract to its original grade and condition.

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

PIN: pt. 06-05-200-011

9<sup>th</sup> ~~IN WITNESS WHEREOF~~, the Grantor has hereunto set its hand and seal this July day of 21.

**THE BOARD OF EDUCATION OF TROY  
COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 30C, WILL  
COUNTY, ILLINOIS.** a local school district

By:

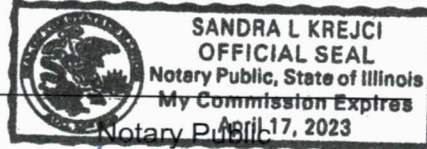
*Dr. Tady K*  
*Superintendent*

Attest:

*Neon H Sutcliffe*

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF WILL     )

I, the undersigned, a Notary Public in the above County and State, do hereby certify that \_\_\_\_\_ are 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/she signed and delivered the foregoing instrument as his/her free and voluntary act for the uses and purposes therein set forth.



**PREPARED BY/RETURN TO THE GRANTEE:**

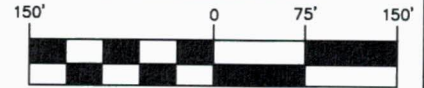
City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432

*Sandra L Krejci*

# EASEMENT EXHIBIT THEODORE STREET



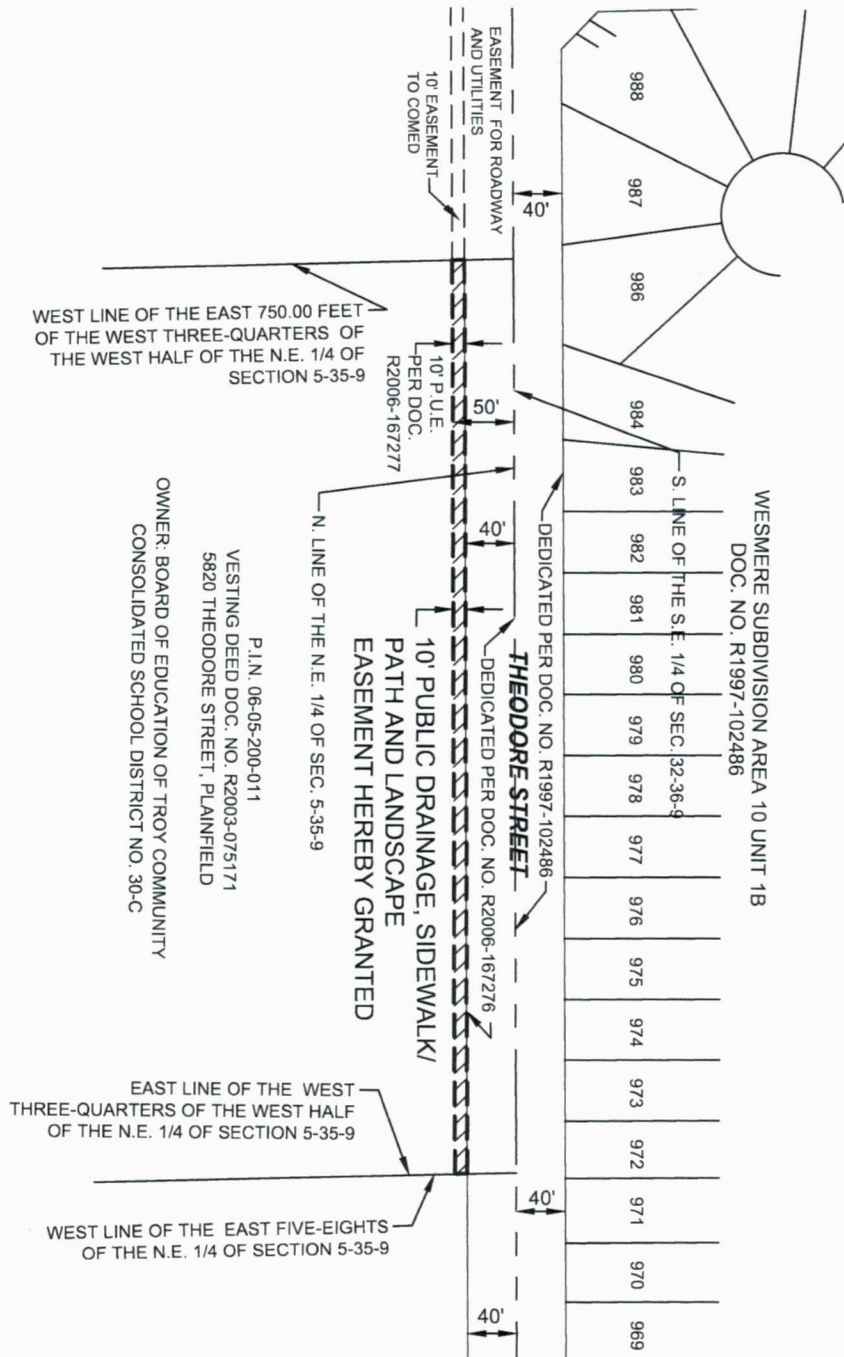
## GRAPHIC SCALE



1" = 150'

## AREA

7,501 SQ. FT.  
0.1722 ACRES



## LEGEND

	RIGHT-OF-WAY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	SECTION LINE
	EASEMENT HEREBY GRANTED

SHT 1 OF 2



Engineers  
Scientists  
Surveyors

7325 Janes Avenue, Suite 100  
Woodridge, IL 60517  
630.724.9200 voice  
630.724.0384 fax  
v3co.com

PREPARED FOR:  
**CITY OF JOLIET**  
CITY HALL 150 W JEFFERSON ST  
JOLIET, IL 60432-4158  
815-724-4000

PROJECT NO. 19224 T19  
GROUP NO. VP02.1  
SCALE: 150'  
DATE: 06-21-21



**EASEMENT EXHIBIT  
THEODORE STREET**

**LEGAL DESCRIPTION**

**EASEMENT HEREBY GRANTED**

THE SOUTH 10.00 FEET OF THE NORTH 50.00 FEET OF THE EAST 750.00 FEET OF THE WEST THREE-QUARTERS OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

**SURVEYOR'S CERTIFICATE**

STATE OF INDIANA     )  
                                      ) SS  
COUNTY OF LAKE     )

I, ANTHONY J. STRICKLAND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 22ND DAY OF JUNE, A.D., 2021.



ANTHONY J. STRICKLAND  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3437  
MY LICENSE EXPIRES ON NOVEMBER 30, 2022.  
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902  
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.  
tstrickland@v3co.com



SHT 2 OF 2



Engineers  
Scientists  
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PREPARED FOR:  
**CITY OF JOLIET**  
CITY HALL 150 W JEFFERSON ST  
JOLIET, IL 60432-4158  
815-724-4000

PROJECT NO. 19224 T19  
GROUP NO. VP02.1  
SCALE: 150'  
DATE: 06-21-21



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** ID-477-20

**Agenda Date:** 8/16/2021

---

**TO:** Mayor and City Council

**FROM:** James V. Capparelli, City Manager

**SUBJECT:**

Resolution Appropriating Funds for the Eastern Avenue / Washington Street Roadway Project - MFT Section No. 21-00535-00-FP in the amount of \$387,661.16

**BACKGROUND:**

The Eastern Avenue / Washington Street Roadway Project - MFT Section No. 21-00535-00-FP is part of the 2021 Roadway Reconstruction Program. The Public Service Committee will review this matter.

**CONCLUSION:**

A portion of the funding for this project will come from Motor Fuel Tax (MFT) Funds. Since Motor Fuel Tax Funds are used for this project, the State of Illinois requires the Mayor and City Council to approve a MFT Resolution. Please find attached a Motor Fuel Tax Resolution appropriating \$387,661.16 for the Eastern Avenue/ Washington Street Roadway Project.

**RECOMMENDATION:**

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



# Illinois Department of Transportation

## Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the MAYOR AND CITY COUNCIL of the  
CITY \_\_\_\_\_ of JOLIET Illinois  
Council or President and Board of Trustees

City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
EASTERN AVENUE		JEFFERSON STREET	CLINTON STREET
WASHINGTON STREET		MAYOR ART SCHULTZ DR	EASTERN AVENUE

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of WASHINGTON ST ROADWAY EXCAVATION, INSTALLATION  
OF COMB. CURB & GUTTER- TY B-6.12; PCC DRIVEWAY APRONS AND SIDEWALK; STORM SEWER AND  
APPURTENANCES; AGGREGATE BASE COURSE; AND TOPSOIL/ SOD; EASTERN AVE ROADWAY WIDENING  
AND INSTALLATION OF ADA RAMPS, PARTIAL RESURFACING AND PATCHING OF ROADWAY

and shall be constructed 31' B-B - 44'4" B-B wide  
and be designated as Section 21-00535-00-FP

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of THREE HUNDRED EIGHTY-SEVEN  
THOUSAND SIX HUNDRED SIXTY-ONE AND 16/100'S Dollars ( \$387,661.16 ) for the  
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by CONTRACT ; and,

Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the  
district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, CHRISTA M. DESIDERIO Clerk in and for the

CITY \_\_\_\_\_ of JOLIET

City, Town or Village

County of WILL , hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the MAYOR AND CITY COUNCIL

Council or President and Board of Trustees

at a meeting on August 17, 2021

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

day of \_\_\_\_\_

(SEAL)

City, Town, or Village Clerk