



# City of Joliet

## Public Service Committee

### Meeting Agenda

Committee Members  
Councilman Larry E. Hug, Chairman  
Councilman Pat Mudron  
Councilwoman Sherri Reardon

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**Monday, August 18, 2025**

**4:30 PM**

**City Hall, Council Chambers**

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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

Public Service Minutes 08/04/2025

**[TMP-8877](#)**

**Attachments:** [08042025 Public Service Minutes.pdf](#)

#### CITIZENS TO BE HEARD ON AGENDA ITEMS

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

#### CONTRACTS

Approval of Change Order No. 1 for the Advanced Traffic Management System Phase A Project - MFT Section No. 21-00546-01-TL to H & H Electric Company in the Amount of \$98,848.77 and Payment Request No. 3 and Final in the Amount of \$332,591.08

**[442-25](#)**

**Attachments:** [Approver Report](#)

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

## ORDINANCES AND RESOLUTIONS

Resolution Authorizing Approval and Execution of a Temporary Construction Easement for the Rock Run Diversion Sewer [454-25](#)

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

[Temporary Construction Easement \(sewer main\) - IDI Logistics - FINAL IDI SIGNED 08-04-2025.pdf](#)  
[Approver Report](#)

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

### PUBLIC COMMENT

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

## ADJOURNMENT

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



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** TMP-8877

**Agenda Date:**8/18/2025

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# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432



## Meeting Minutes - Pending Approval

Monday, August 4, 2025

4:30 PM

City Hall, Council Chambers

### Public Service Committee

*Committee Members*

*Councilman Larry E. Hug, Chairman*

*Councilman Pat Mudron*

*Councilwoman Sherri Reardon*

## ROLL CALL

**Present**

Councilman Larry E. Hug, Councilman Pat Mudron and Councilwoman Sherri Reardon

**ALSO PRESENT:**

Greg Ruddy - Director of Public Works, Sean Mikos - Deputy Director Engineering, Allison Swisher - Director of Public Utilities, Anthony Anczer - Deputy Director Engineering

## APPROVAL OF MINUTES

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to approve the 07/14/2025 Public Service Minutes. The motion carried by the following vote:

**Aye:** Councilman Hug, Councilman Mudron and Councilwoman Reardon

**Public Service Minutes 07/14/2025**

**[TMP-8864](#)**

**Attachments:** [07142025 Public Service Minutes.pdf](#)

## CITIZENS TO BE HEARD ON AGENDA ITEMS

No one present at this time.

## CONTRACTS

**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](#)

Greg Ruddy, Public Works Director, discussed the purchase of one Ford F-550 Dump Body Truck, in the amount of \$88,288.70, from Ron Tirapelli Ford, Inc.

**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](#)

Greg Ruddy discussed the purchase of two HazMat vehicle upfits, in the amount of \$42,662.08, from EZ Stak LLC.

**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](#)

Sean Mikos, Deputy Director Engineering, discussed the 2025 Hickory-Spring Creek Cleaning Project, in the amount of \$130,000.00, to Gregg W. Dobczyk Excavating.

**Award of Contract for the 2025-2027 Native Landscaping**

**[416-25](#)**

**Maintenance and Restoration Project to McGinty Bros., Inc.  
in the Amount of \$180,733.50**

Attachments:     [City of Joliet 2025 to 2027 Native Maintenance Signed Contract.pdf](#)  
[Approver Report](#)

Allison Swisher, Public Utilities Director, discussed the 2025-2027 Native Landscape Maintenance and Restoration Project, in the amount of \$180,733.50, to McGinty Bros. Inc.

**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](#)

Greg Ruddy discussed the Professional Services Contract to provide Roadway Temperature Sensors for 2025-2029, in an annual amount of \$38,346.00, with Frost Solutions, LLC.

**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](#)

Allison Swisher discussed the Biosolids Application Spring Lease Payments to Jackie Stunkel, Homerding Family Farms LLC, and James Fleishman, in the amounts of \$71,400.00, \$57,000.00, and \$51,600.00 accordingly.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 417-25, 418-25, 415-25, 416-25, 420-25, and 424-25 for approval by full Council. The motion carried by the following vote:

**Aye:**                     Councilman Hug, Councilman Mudron and Councilwoman Reardon

**CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS****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](#)

Sean Mikos discussed Change Order No. 2 for the Joliet Street / Ottawa Street

Streetscape Repair Project, in the amount of (\$32,087.08), to PT Ferro Construction Co. Also discussed was Payment Estimate No. 2.

**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](#)

Sean Mikos discussed Change Order No. 1 for the Russell Street Roadway Project, in the amount of (\$29,442.65), to Austin Tyler Construction INC. Also discussed was Payment Estimate No. 2.

**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](#)

Anthony Anczer, Deputy Director Engineering, discussed Change Order No. 1 for the Black Road Acres Phase 2 Water Main Improvements Project, in the amount of (\$378,659.53), to Len Cox & Sons Excavating.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to recommend 422-25, 427-25, and 421-25 for approval by full Council. The motion carried by the following vote:

**Aye:**                      Councilman Hug, Councilman Mudron and Councilwoman Reardon

## **ORDINANCES AND RESOLUTIONS**

**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](#)

Greg Ruddy discussed the Resolution Approving a 2 year License Agreement between City of Joliet and 311 Ottawa Building LLC for use of a City Owned River Wall Parking Facility.

**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](#)

Anthony Anczer discussed the Resolution Accepting a Grant of Permanent Easement on Essington Road for the Twin Oaks Phase 1 Water Main Improvements Project from ComEd.

**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](#)

Allison Swisher discussed the Ordinance Authorizing the Assignment of the Chicago Water Supply Agreement, Related Easements, and Ancillary Permits and Approvals to the Grand Prairie Water Commission.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend for approval COUNCIL MEMO #431-25: Ordinance Authorizing the Assignment of the Chicago Water Supply Agreement, Related Easements, and Ancillary Permits and Approvals to the Grand Prairie Water Commission. The motion carried by the following vote:

**Aye:**                      Councilman Hug, Councilman Mudron and Councilwoman Reardon

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

**Report of Utilities' Maintenance Activities** [TMP-8856](#)

Attachments:     [Valve Hydrant Break Report 7-23-2025 .pdf](#)

Allison Swisher shared the statistics of the Maintenance Activities.

## **PUBLIC COMMENT**

No one present at this time.

## **ADJOURNMENT**

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to adjourn. The motion carried by the following vote:

**Aye:**                      Councilman Hug, Councilman Mudron and Councilwoman Reardon







## Memo

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**File #:** 442-25

**Agenda Date:** 8/19/2025

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**TO:** Mayor and City Council

**FROM:** Greg Ruddy, Director of Public Works

**SUBJECT:**

Approval of Change Order No. 1 for the Advanced Traffic Management System Phase A Project - MFT Section No. 21-00546-01-TL to H & H Electric Company in the Amount of \$98,848.77 and Payment Request No. 3 and Final in the Amount of \$332,591.08

**BACKGROUND:**

On Tuesday, July 16, 2024, the Mayor and City Council awarded the Advanced Traffic Management System (ATMS) Phase A Project, in the amount of \$1,040,442.25, to H & H Electric Company.

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 addition in the amount of \$98,848.77, is the result of the following times:

1. Additional quantity for Fiber Optic Cable required.
2. Deduction of quantity for Splice Fiber in Cabinet not used.
3. Balancing of final quantities.

Funds will be charged to the Motor Fuel Tax Fund / Infrastructure (Org 20090270, Object 557200, \$98,848.77).

Also, included is Payment Request No. 3 and Final, in the amount of \$332,591.08, on behalf of H & H Electric Company.

**RECOMMENDATION:**

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

1. Approve Change Order No. 1, a net addition in the amount of \$98,848.77.
2. Approve Payment Request No. 3 and Final, in the amount of \$332,591.08, on behalf of H & H Electric Company.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 442-25**

**File ID:** 442-25

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 08/06/2025

**Department:** Public Works

**Final Action:**

**Title:** Approval of Change Order No. 1 for the Advanced Traffic Management System Phase A Project - MFT Section No. 21-00546-01-TL to H & H Electric Company in the Amount of \$98,848.77 and Payment Request No. 3 and Final in the Amount of \$332,591.08

**Agenda Date:** 08/19/2025

**Entered by:** rlubash@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/12/2025	Gina Logalbo	Approve	8/11/2025
1	2	8/12/2025	Greg Ruddy	Approve	8/14/2025
1	3	8/13/2025	Kevin Sing	Approve	8/14/2025
1	4	8/13/2025	Todd Lenzie	Approve	8/15/2025
1	5	8/15/2025	Beth Beatty	Approve	8/15/2025



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

**File #:** 454-25

**Agenda Date:** 8/19/2025

**TO:** Mayor and City Council

**FROM:** Allison Swisher, Director of Public Utilities

**SUBJECT:**

Resolution Authorizing Approval and Execution of a Temporary Construction Easement for the Rock Run Diversion Sewer

**BACKGROUND:**

On March 21, 2023, the Mayor and City Council approved Resolution No. 7847 which authorized a Transfer Agreement for the Transfer and Assignment of a Certain Easement/Right of Way and Sewer Line Pursuant to an Intergovernmental Agreement with the Village of Shorewood. This agreement requires Cullinan Properties to construct the Rock Run Diversion Sewer by the end of 2025. In order to construct this sewer, a temporary construction easement is needed with an adjacent landowner.

The Public Service Committee will review this matter.

**CONCLUSION:**

City Staff worked with Cullinan Properties and IDI Logistics, LLC to draft the attached temporary construction easement agreement, authorizing construction access on property owned by IDI Logistics, LLC. This easement will provide the space necessary to connect the diversion sewer to the City's existing Rock Run Interceptor Sewer.

**PIN**

05-06-22-401-018-0000

**EASEMENT TYPE**

50' x 80' Temporary

**COST**

\$10.00

Funds will be charged to the Water & Sewer Improvement Fund / Sewer Collection / Land (Org 50180020, Object 557100, \$10.00).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve the attached Resolution authorizing approval and execution of a Temporary Construction Easement and authorizing payment of \$10.00 on behalf of IDI Logistics, LLC.

## **RESOLUTION NO.**

### **RESOLUTION AUTHORIZING APPROVAL AND EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT FOR THE ROCK RUN DIVERSION SEWER**

**WHEREAS**, the City of Joliet (hereinafter referred to as "JOLIET") is a home rule Municipal Corporation situated in the County of Will under and by virtue of the Constitution of the State of Illinois; and

**WHEREAS**, IDI Logistics, LLC, a Delaware limited liability company (hereinafter referred to as "GRANTOR"), is the fee title owner of certain real property located in Will County, Illinois, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor Parcel"); and

**WHEREAS**, JOLIET desires to obtain a temporary easement over a portion of the Grantor Parcel legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAI ROUTE 80, PER DOCUMENT 886103, AND THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 33 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE 16.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 33 MINUTES 47 SECONDS EAST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 51 SECONDS EAST, 80.00 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 47 SECONDS EAST, 50.00 FEET TO A POINT ON THE NORTH LINE OF A 30 FOOT PUBLIC UTILITY EASEMENT PER DOCUMENT R1999118691; THENCE SOUTH 88 DEGREES 16 MINUTES 51 SECONDS WEST ALONG SAID NORTH LINE, 50.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS; and

**WHEREAS**, the temporary easement is for the purpose of constructing and installing certain facilities for the extension of a sewer main and any associated appurtenances (collectively, the "Facilities"); and

**WHEREAS**, GRANTOR desires to grant a temporary easement to JOLIET for the purposes set forth herein, and JOLIET desires to accept such grant of temporary easement from GRANTOR, on the terms and conditions expressly set forth herein; and

**WHEREAS**, it is in the mutual best interest of JOLIET and GRANTOR to enter into this Temporary Construction Easement Agreement and set forth their respective obligations and responsibilities regarding the construction and installation of the Facilities.

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

**SECTION 1:** The Mayor and City Council hereby find that the recitals contained in the Preamble to this Resolution are true, correct, and complete and hereby incorporate the Preamble by reference as if fully set forth in this Section.

**SECTION 2:** The City Manager is hereby authorized to execute the Temporary Construction Easement Agreement between the City of Joliet and IDI Logistics, LLC, which is substantially the same as Exhibit "A" attached hereto and incorporated herein, and to take such action as may be necessary for the City to comply with the terms thereof.

**SECTION 3:** Payment to GRANTOR in the amount of \$10.00 is authorized.

**SECTION 4:** Each section and part thereof of this Resolution 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 Resolution.

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

**SECTION 6:** Be it further resolved that this resolution shall be in full force and effect from and after its passage 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:** \_\_\_\_\_

**TEMPORARY CONSTRUCTION EASEMENT**  
**AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("***Agreement***") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between IDI Logistics, LLC, a Delaware limited liability company whose address is 1197 Peachtree St., Suite 600, Atlanta, Georgia 30361 ("***Grantor***"), and **CITY OF JOLIET**, an Illinois municipal corporation having an address at 150 W. Jefferson Street, Joliet, IL 60432 ("***Grantee***"), under the following circumstances, terms, and conditions:

**RECITALS**

WHEREAS, Grantor is the fee title owner of that certain real property located in Will County, Illinois, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "**Grantor Parcel**"); and

WHEREAS, Grantee desires to obtain a temporary easement over a portion of the Grantor Parcel legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FAI ROUTE 80, PER DOCUMENT 886103, AND THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 33 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE 16.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 33 MINUTES 47 SECONDS EAST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 51 SECONDS EAST, 80.00 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 47 SECONDS EAST, 50.00 FEET TO A POINT ON THE NORTH LINE OF A 30 FOOT PUBLIC UTILITY EASEMENT PER DOCUMENT R1999118691; THENCE SOUTH 88 DEGREES 16 MINUTES 51 SECONDS WEST ALONG SAID NORTH LINE, 50.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

and graphically depicted on **Exhibit "B"**, attached hereto and hereby made a part hereof (the "**Temporary Easement Tract**"), for the purpose of constructing and installing certain facilities for the extension of a sewer main and any associated appurtenances (collectively, the "***Facilities***"); and

WHEREAS, Grantor desires to grant a temporary easement to Grantee for the purposes set forth herein, and Grantee desires to accept such grant of temporary easement from Grantor, on the terms and conditions expressly set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual agreements and covenants contained herein, and for other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee a non-exclusive and temporary easement over, upon, and across the Temporary Easement Tract to use in connection with the construction and installation (the "**Work**") of the Facilities (the "**Temporary Construction Easement**").

3. **Use of the Temporary Easement Tract**

(a) Subject to the limitations set forth herein, Grantor expressly reserves the right to fully use and enjoy the Temporary Easement Tract for all purposes not inconsistent with the Temporary Construction Easement.

(b) Grantee's use of the Temporary Easement Tract shall be in accordance with all applicable laws ("**Applicable Laws**") and the terms of this Agreement. The right of access herein granted pursuant to the Temporary Construction Easement shall be exercised and used by Grantee in such manner as not to cause any unreasonable damage or destruction of any nature whatsoever to the Temporary Easement Tract, the adjacent or contiguous property of Grantor, or any improvements thereon.

(c) During any Work, Grantee shall require that its contractors maintain, or cause to be maintained, (a) Commercial General Liability including, without limitation, products and completed operations coverage, premises liability, personal injury (employees' exclusion deleted) \$1,000,000 per occurrence Bodily Injury and Property Damage, \$2,000,000 annual aggregate, with coverage written on an "occurrence" basis; (b) Comprehensive Auto Liability including owned, non-owned and hired vehicles coverage, \$1,000,000 per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit); and (c) Worker's Compensation & Employer's Liability insurance meeting statutory limits required by applicable Workers' Compensation Law for liability arising under any other Applicable Laws or governmental enactment for the protection of employees. Such policies shall be with solvent, reputable insurance companies, naming Grantor as an additional insured, and in form and substance adequate to insure against all liability of Grantee arising out of any entry or inspections of the Grantor Parcel pursuant to the provisions hereof. Grantee shall provide evidence of such insurance to Grantor prior to commencing the Work.

(d) Grantee shall provide Grantor with not less than forty-eight (48) hours notice, in writing, before commencing the Work on the Temporary Easement Tract and will notify Grantor when the Work is completed.



4. **Expiration of Temporary Construction Easement.** This easement is a temporary easement and unless, it is extended in a written agreement between Grantor and Grantee, this Agreement shall expire, without any action by either party, upon the earlier of: (i) the date that is eighteen (18) months after the Effective Date of this Agreement, with two (2) extensions of six (6) months each if required by Grantee, and (ii) the date upon which Grantee completes the installation of the Facilities. Upon the completion of the installation of the Facilities or the expiration of this Agreement, whichever is earlier, Grantee shall remove all equipment, materials, supplies, and other items placed by it on the Temporary Easement Tract, unless otherwise agreed to by both parties.

5. **Restoration.** Grantee shall, at Grantee's cost and expense, and upon completion of the Facilities authorized by this Agreement, or the expiration of this Agreement, whichever is earlier, restore the surface(s) of the Temporary Easement Tract to the same or better condition than that which existed prior to the beginning of any Work, including the replacement of any turf areas, driveways, sidewalks, parking lot pavement and ingress and egress roadway pavement or other pavement.

6. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Grantor Parcel in favor of Grantee or its agents. In the event that any such lien or encumbrance shall arise or accrue against Grantor or the Grantor Parcel, Grantee shall promptly cause such lien to be released of record by payment thereof or posting a bond with Grantor in a form and amount that is reasonably satisfactory to Grantor.

7. **Indemnity.** To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold Grantor harmless from any and all claims, liens, penalties, demands, actions, proceedings, liabilities, or losses of any nature whatsoever (including reasonable attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Grantee, or its employees, agents, representatives, contractors, or assigns (collectively, the "***Grantee Parties***") in exercising any of Grantee's rights under this Agreement or from the use of the Temporary Easement Tract in any manner whatsoever by any of the Grantee Parties. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities, or losses which arise out of or are caused, in whole or in part, by the acts or omissions of the Grantor or its employees, agents, representatives, contractors, or assigns. Grantee's obligations under this paragraph shall be in addition to, and not in lieu of, Grantee's obligation to maintain insurance. Grantee's obligations in this paragraph shall survive the termination or expiration of this Agreement.

8. **Exceptions.** The Temporary Construction Easement granted herein shall be subject to all covenants, easements, and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Grantor Parcel affecting the Temporary Easement Tract and appearing of record in the Official Public Records of Real Property of Will County, Illinois as of the date hereof.

9. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by all parties hereto.

10. **Notices.** All notices to be given hereunder shall be personally delivered, sent via certified mail, return receipt requested with postage prepaid, or mailed via a reputable overnight courier to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

**IF TO GRANTOR:** IDI Logistics, LLC  
1197 Peachtree St. Suite 600  
Atlanta, Georgia, 30361  
Attn: General Counsel

**IF TO GRANTEE:** City of Joliet  
150 W. Jefferson Street  
Joliet, Illinois 60432  
Attn: Director of Public Utilities

All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of delivery.

11. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof.

12. **Section Headings.** The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an Exhibit in this Agreement shall be deemed to incorporate by reference that Exhibit into this Agreement such that it is an integral part of this Agreement.

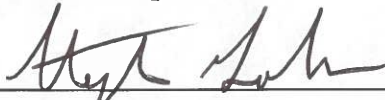
13. **Counterparts.** This Agreement may be executed in multiple counterparts (which may be delivered via emailed .pdf or other means of electronic transmission), each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

14. **Severability.** In the event any term or provisions of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby and shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

**GRANTOR:**

**IDI Logistics, LLC**  
**A Delaware limited liability company**  
**f/k/a Industrial Developments International, Inc.**  
**A Delaware corporation**

By:   
Name: Stephen Golunbell  
Title: VP of Development

**GRANTEE:**

**CITY OF JOLIET**

By: \_\_\_\_\_  
Name: Beth Beatty  
Title: City of Joliet, City Manager

STATE OF Illinois )  
COUNTY OF DuPage )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Steve Golumbeck, whose name is signed to the foregoing instrument, and who is known to me to be the VPO of Development of IDI Logistics, LLC, f/k/a Industrial Developments International, Inc., acknowledged before me on this day that, being informed of the contents of said instrument and having all necessary authorizations from said limited liability company to do so, he/she executed the same, on behalf of said limited liability company, voluntarily on the day the same bears date.

Given under my hand and official seal, this 3 day of March, 2025.



Tracey Rubach  
Notary Public

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

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_ whose name is signed to the foregoing instrument, and who is known to me to be the \_\_\_\_\_ of City of Joliet, acknowledged before me on this day that, being informed of the contents of said instrument and having all necessary authorizations from said City to do so, he/she executed the same, on behalf of said City, voluntarily on the day the same bears date.

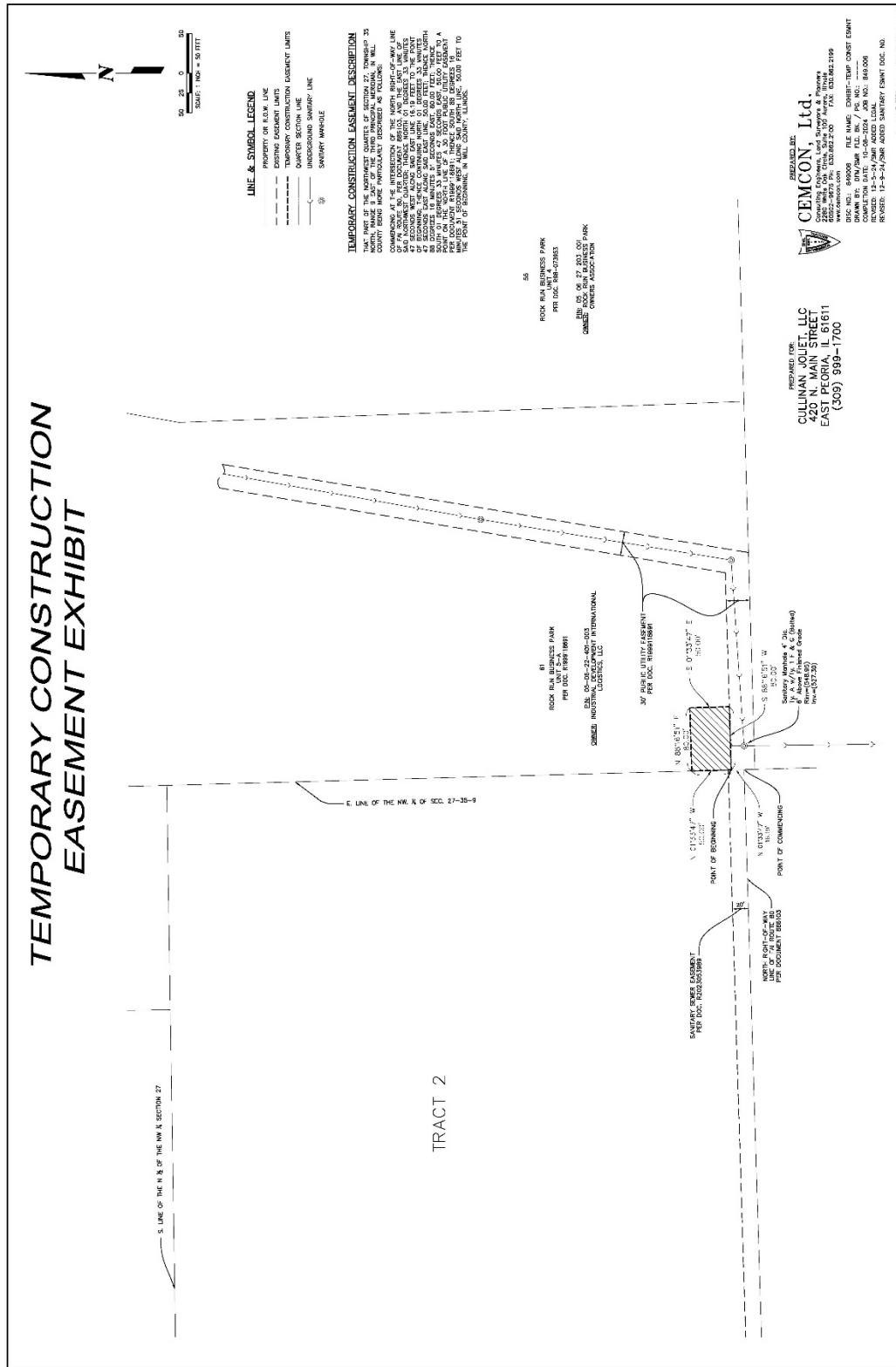
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

**EXHIBIT A**  
(Grantor Parcel)

Lot 61 in Rock Run Business Park Unit 5-A, a subdivision of Lot 57 in Rock Run Business Park Unit 5, being a subdivision of part of the Southeast Quarter of Section 22, the Southwest Quarter of Section 23, the Northwest Quarter of Section 26, and the Northeast Quarter of Section 27, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded September 24, 1999 as Document No. R99-118691, in Will County, Illinois.

## EXHIBIT B





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 454-25**

**File ID:** 454-25

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 08/07/2025

**Department:** Public Utilities

**Final Action:**

**Title:** Resolution Authorizing Approval and Execution of a Temporary Construction Easement for the Rock Run Diversion Sewer

**Agenda Date:** 08/19/2025

**Attachments:** Resolution, Temporary Construction Easement (sewer main) - IDI Logistics - FINAL IDI SIGNED  
08-04-2025.pdf

**Entered by:** jhall@joliet.gov

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/12/2025	Gina Logalbo	Approve	8/11/2025
1	2	8/13/2025	Allison Swisher	Approve	8/15/2025
1	3	8/13/2025	Kevin Sing	Approve	8/15/2025
1	4	8/13/2025	Todd Lenzie	Approve	8/15/2025
1	5	8/15/2025	Beth Beatty	Approve	8/15/2025