

City of Joliet

Public Service Committee

Meeting Agenda

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

Monday, March 31, 2025	4:30 PM	City Hall, Council Chambers

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

ROLL CALL

APPROVAL OF MINUTES

Public Service Minutes 03/17/2025

TMP-8419

Attachments: 03172025 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

Professional Services Agreement for the 2025 Annual Service Agreement for Sewer System Monitoring to Xylem Vue Inc. in the Amount of \$34,077.00

<u>227-25</u>

Attachments: PSA - Real Time Monitoring 2025 - Xylem.pdf Approver Report Professional Services Agreement for the 2025 Public Utilities <u>228-25</u> Department Leak Detection and Meter Testing to M.E. Simpson Co., Inc. in the Amount of \$595,380.00

Attachments: 2025 PSA Leak Detection Meter Testing ME Simpson.pdf Approver Report

Approve Payment of the 2025 Membership Dues for the Lower233-25DuPage River Watershed Coalition in the Amount of \$25,140.08

Attachments: LDRWC Agency Dues Table 2025-26.pdf Approver Report

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Amendment No. 1 to the Professional Services Agreement for the
2025 Sanitary Sewer Investigations and Rehabilitation Program to
RJN Group Inc. in the Amount of \$13,205.70232-25

Attachments: Approver Report

ORDINANCES AND RESOLUTIONS

Ordinance Amending the 2025 City of Joliet Annual Budget for the City-Wide Tree Inventory and Award of Contract to Great Lakes Urban Forestry Inc. in the Amount of \$307,395.00

Attachments: Ordinance Amending the 2025 Annual Budget Tree Inventory.docx Approver Report

Resolution Accepting a Grant of Permanent and Temporary <u>240-25</u> Easements for 706 North Broadway Street on the Broadway Street (Theodore St. to Ruby St.) Water Main Improvements Project

Attachments: Resolution

AGR-706 Broadway Utility Easements-20250313.pdf Approver Report Resolution Accepting a Grant of Permanent and Temporary Easements for 800 East Jackson Street on the Virginia Phase 1 Water Main Improvements Project

Attachments: Resolution

800 E Jackson Easement executed with Exhibit revised.pdf Approver Report

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Report on Utilities' Maintenance Activities

TMP-8420

Attachments: Valve Hydrant Break Report 3-21-2025 .pdf

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.



Memo

File #: TMP-8419

Agenda Date: 3/31/2025

City of Joliet

150 West Jefferson Street Joliet, IL 60432



Meeting Minutes - Pending Approval

Monday, March 17, 2025 4:30 PM

City Hall, Council Chambers

Public Service Committee

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

Public Service Committee

Meeting Minutes - Pending Approval

March 17, 2025

ROLL CALL

Called to order at 4:38 pm

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, and Allison Swisher - Director of Public Utilities

APPROVAL OF MINUTES

Public Service Minutes 03/03/2025

TMP-8314

Attachments: 03032025 Public Service Minutes.pdf

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to approve the March 3, 2025 Public Service Minutes. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

CITIZENS TO BE HEARD ON AGENDA ITEMS

No one present at this time.

CONTRACTS

Award of Contract for the 2025 Public Works Landscape Restoration Program to Allied Landscaping Corporation in the Amount of \$50,201.00 <u>184-25</u>

<u>Attachments</u>: <u>Approver Report</u>

Sean Mikos, Deputy Director Engineering, discussed the 2025 Public Works Landscape Restoration Program, in the amount of \$50,201.00, to Allied Landscaping Corporation.

<u>185-25</u>

Award of Contract for the Lois Place Lift Station Rehabilitation Project to Airy's Inc. in the Amount of \$949,849.00 and Amendment No. 1 for Construction Engineering Services to Trotter and Associates Inc. in the Amount of \$94,950.00

Attachments: Approver Report

Allison Swisher, Director of Public Utilities, discussed the Lois Place Lift Station Rehabilitation Project, in the amount of \$949,849.00, to Airy's Inc. Also discussed was Amendment No. 1 for Construction Engineering, in the amount of \$94,950.00, to Trotter and Associates Inc.

Award of Contract for the 2025 Traffic Signal Materials

<u>186-25</u>

Purchase Order No. 1 to Traffic Control Corporation in the Amount of \$228,214.00

Attachments: Approver Report

Greg Ruddy, Director of Public Works, discussed the 2025 Traffic Signal Materials Purchase Order No. 1, in the amount of \$228,214.00, to Traffic Control Corporation. This purchase is for video detection equipment.

Award of Contract for the 2025 Traffic Signal Materials187-25Purchase Order No. 2 to Traffic Control Corporation in the
Amount of \$72,735.00187-25

Attachments: Approver Report

Greg Ruddy discussed the 2025 Traffic Signal Materials Purchase Order No. 2, in the amount of \$72,735.00, to Traffic Control Corporation. This is for Uninterruptable Power Supply (UPS) cabinets.

Award of Contract Extension for the 2023-2027 Landscape188-25Maintenance Services (Utilities) Program to Ramiro GuzmanLandscaping in the Amount of \$133,877.71

Attachments: Approver Report

Allison Swisher discussed the 2023-2027 Landscape Maintenance Services (Utilities) Program, in the amount of \$133,877.71, to Ramiro Guzman Landscaping. This is an extension for the 2025 season.

Award of Contract for the 2025 Pavement Marking Program -189-25MFT Section No. 25-00571-00-ST to Superior Road Striping,Inc. in the Amount of \$286,532.00

Attachments: Approver Report

Sean Mikos discussed the 2025 Pavement Marking Program, in the amount of \$286,532.00, to Superior Road Striping, Inc.

Professional Services Agreement for Safety Consulting <u>194-25</u> Services to Sheffield Safety & Loss Control LLC in the Amount of \$485,675.00

Attachments: Sheffield PSA 2025 Combined.pdf Approver Report

Allison Swisher discussed the Professional Services Agreement for Safety Consulting Services, in the amount of \$486,675.00, to Sheffield Safety & amp; Loss Control LLC.

Professional Services Agreement for the Meter Asset Management Program to Core & Main LP in the Amount of \$469,727.00 <u>195-25</u>

Attachments: Agreement for Professional Services -Xylem Vue.pdf Approver Report

Allison Swisher discussed the Professional Services Agreement for the Meter Asset Management Program, in the amount of \$469,727.00, to Core & amp; Main LP.

Purchase of ISCO Flow Metering Equipment from Gasvoda & <u>196-25</u> Associates, Inc. in the Amount of \$46,384.00

Attachments: Approver Report

Allison Swisher discussed the Purchase of five ISCO flow meters, in the amount of \$46,384.00, from Gasvoda & amp; Associates, Inc.

Award of Contract for Heggie Park Phase 1 Water Main203-25Improvements Project to PT Ferro Construction Co. in the
Amount of \$7,895,977.38203-25

Attachments: 2025 WM Project Locations Heggie Park Phase 1.pdf Approver Report

Allison Swisher discussed the Contract for Heggie Park Phase 1 Water Main Improvements Project, in the amount of \$7,895,977.38, to PT Ferro Construction Co.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 184-25, 185-25, 186-25, 187-25, 188-25, 189-25, 194-25, 195-25, 196-25, and 203-25 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

Amendment No. 2 for the Phase I Engineering Services for
the Theodore Street over Rock Run Creek Improvement
Project - MFT Section No. 19-00522-00-BR to Ciorba Group, a
Deduction in the Amount of (\$13,309.56), and Payment
Request No. 20 and Final in the Amount of \$2,939.09198-25

Attachments: Approver Report

Sean Mikos discussed Amendment No. 2 for the Phase 1 Engineering Services for the Theodore Street over Rock Run, in the amount of (\$13,309.56). Also discussed was Payment Request No. 20 and Final in the amount of \$2,939.09.

Change Order No. 1 for the Spring Creek Phase 1 Water Main199-25Improvements Project to Austin Tyler Construction, Inc. inthe Amount of \$153,675.21

Attachments: Approver Report

March 17, 2025

Allison Swisher discussed Change Order No. 1 for the Spring Creek Phase 1 Water Main Improvements Project, in the amount of \$153,675.21, to Austin Tyler Construction, Inc.

Change Order No. 2 for the Collins Street Water Main200-25Improvements Project to Austin Tyler Construction, Inc. for aDecreased Amount of (\$523,574.56) and Pay Estimate No. 8and Final in the Amount of \$1,024,211.90

Attachments: Approver Report

Allison Swisher discussed Change Order No. 2 for the Collins Street Water Main Improvements Project, in the amount of (\$523,574.56). Also discussed was Payment No. 8 and Final in the amount of \$1,024,211.90.

Amendment No. 1 to the Professional Services Agreement204-25for the 2026 Water Main Rehabilitation Program for DetailedDesign Services to Baxter & Woodman Inc. in the Amount of\$1,292,000.00\$1,292,000.00

Attachments: 2026 WM Project Locations.pdf Approver Report

Allison Swisher discussed Amendment No. 1 to the Professional Services Agreement for the 2026 Water Main Rehabilitation Program for Detailed Design Services, in the amount of \$1,292,000.00, to Baxter & amp; Woodman Inc. 2026 will replace 19 miles of water main.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to recommend 198-25, 199-25, 200-25, and 204-25 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

ORDINANCES AND RESOLUTIONS

Ordinance Authorizing the City of Joliet to Borrow Funds215-25from the IEPA Public Water Supply Loan Program for JolietWater System Improvements Required for Implementation of
the Alternative Water Source Program

Attachments: <u>debt authorizing ordinance joliet 20250305.docx</u> Approver Report

Allison Swisher discussed the Ordinance Authorizing the City of Joliet to borrow funds from the IEPA Public Water Supply Loan Program.

Resolution Granting Easements to the Illinois Department of
Transportation for the I-80 (Ridge Road - US Route 30)219-25Improvement Project (PINs 30-07-15-307-003,
30-07-15-307-004, 30-07-15-307-005)30-07-15-307-003,
Comparison of the second seco

Attachments: Resolution

1. 500-504 Chicago Street Affidavit of Title.pdf

2. 500-504 Chicago Street Alta.pdf

3. 500-504 Chicago Street Temporary Easement.pdf

4. 500-504 Chicago Street Permanent Easement.pdf

5. 500-504 Chicago Street Easement Plat.pdf

Approver Report

Greg Ruddy discussed a Resolution Granting easements to the Illinois Department of Transportation for the I-80 (Ridge Road - US Route 30) Improvement Project.

Resolution Granting Easements to the Illinois Department of
Transportation for the I-80 Des Plaines River Bridge
Replacement Project (PIN 30-07-16-422-001 and PIN
30-07-16-430-008)220-25
220-25

Attachments: Resolution Resolution-1P1023.pdf 1P10122PE.pdf 1P10122TE.pdf 1P10123PE.pdf Approver Report

Allison Swisher discussed a Resolution Granting Easements to the Illinois Department of Transportation for the I-80 Des Plaines River Bridge Replacement Project.

Resolution Authorizing Acquisition of Real Estate from Larkin Professional Centre LLC (Partial PIN 30-07-06-422-013-0000) for the Lois Place Lift Station Rehabilitation Project in the Amount of \$22,500.00

<u>221-25</u>

Attachments: Resolution 240228_LOIS PLACE SUBPLAT.pdf Approver Report

Allison Swisher discussed the Resolution authorizing acquisition of real estate from Larkin Professional Centre LLC, in the amount of \$22,500.00, for the Lois Place Lift Station Rehabilitation Project.

Resolution Appropriating Motor Fuel Tax Funds for the 2025222-25Pavement Marking Program - MFT Section No.25-00571-00-ST

Attachments: Resolution

Approver Report

Sean Mikos discussed this Motor Fuel Tax Fund resolution.

223-25

Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176076 for the 2025 Water Main Replacement Program

Attachments: Resolution Joliet-6076-Loan Agreement-3-5-2025.pdf Approver Report

Allison Swisher discussed the Resolution accepting IEPA Low Interest Loan L176076 for the 2025 Water Main Replacement Program.

Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176079 for the 2025 Lead Water Service Line Replacement Program <u>224-25</u>

Attachments: Resolution Joliet-L176079-Loan Agreement-3-5-2025.pdf Approver Report

Allison Swisher discussed the Resolution accepting IEPA Low Interest Loan L176079 for the 2025 Lead Water Service Line Replacement Program.

Resolution Declaring Certain City of Joliet Property as Surplus

<u>225-25</u>

Attachments: Resolution SURPLUS LIST 02-2025.pdf Approver Report

Greg Ruddy discussed the Resolution declaring certain City of Joliet property as surplus. This resolution covers 16 various pieces of equipment.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend #215-25, 219-25, 220-25, 221-25, 222-25, 223-25, 224-25, and 225-25 for approval by full Council. 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

Nothing at this time.

PUBLIC COMMENT

Nothing 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

File #: 227-25

Agenda Date:3/31/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Professional Services Agreement for the 2025 Annual Service Agreement for Sewer System Monitoring to Xylem Vue Inc. in the Amount of \$34,077.00

BACKGROUND:

The City monitors sanitary sewer flows being discharged to the City's system from its satellite sewer communities and also monitors rain gauges installed as part of sanitary sewer flow studies. Xylem Vue Inc. provides for the transmittance of the data from these remote sites. In 2025 this telemetry is needed for fifteen (15) satellite sanitary sewer system meter sites and nine (9) rain gauges for various flow studies. The fifteen flow monitoring sites are required by the City's intergovernmental agreements with each satellite community and needed for billing the communities. The Public Utilities Department will be working to transfer these sites to the City's SCADA system by the end of the year.

The Public Service Committee will review this matter.

CONCLUSION:

Xylem Vue Inc. has provided a proposal in the amount of \$34,077.00 to continue operation and maintenance of twenty-four (24) monitoring sites through December 31, 2025.

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

- (b) Purchases for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a certain person.
- (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council.

Funds will be charged to the Water & Sewer Operating Fund / Field Operations Sewer / Contract Services (Org 50080020, Object 524200, \$34,077.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the 2025 Annual

Service Agreement for Sewer System Monitoring, in the amount of \$34,077.00, on behalf of Xylem Vue Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS 31st day of March, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Xylem Vue, (hereinafter called the "Consultant"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

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

SECTION 1 – SERVICES OF THE CONSULTANT

1.1 The Project scope of work is defined in the attached document Real-Time Monitoring Service Contract dated February 28, 2025.

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

1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants in their line of work. The Consultant will use their best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the Consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

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

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

2.3 Guarantee access to and make all provisions for the Consultant to enter upon the motor maintenance facility as required for the Consultant to perform their work under this Agreement.

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

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

SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1, in an amount not to exceed <u>\$34,077.00</u>

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

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

SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete the project within 288 days of the date of execution of this Agreement, subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

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

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

SECTION 5 – RIGHTS TO DELIVERABLES

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

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

SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

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

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

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

6.4 The City's right to request the removal of Consultant's personnel from the Services as set forth in paragraph 6.2 does not expressly or implicitly create an employer-employee relationship between the City and personnel assigned by Consultant. Such a relationship is expressly denied herein by Consultant and the City.

<u>SECTION 7 – INSURANCE</u>

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

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

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

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

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

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

Each Occurrence Limit \$1,000,000

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's errors and omissions.

Errors and Omissions \$1,000,000

Consultant agrees that with respect to the above required insurance:

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

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

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

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

5. A Certificate of Insurance that states the City of Joliet and its officers and employees have been endorsed as an "additional insured" by the Consultant's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City of Joliet and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number 0309-1208 on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City of Joliet may purchase such insurance coverage and charge the expense thereof to the Consultant. Such insurance shall be maintained in full force and effect during the life of the Agreement and shall protect the Consultant, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property arising in any manner from the negligent or wrongful acts or failures to act by the Consultant, its employees, agents and representatives in the performance of the work covered by the Agreement.

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

SECTION 8 – SUCCESSORS AND ASSIGNS

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

SECTION 9 – NON-DISCRIMINATION

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

SECTION 10 – MODIFICATION OR AMENDMENT

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

SECTION 11 – APPLICABLE LAW AND DISPUTE RESOLUTION

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

11.2 Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to the American Arbitration Association (the "AAA") for a voluntary, non-binding mediation in the municipality where the Services are provided and to be conducted by a mutually acceptable single

mediator, in accordance with then applicable Construction Industry Mediation Rules, prior to resorting to litigation to any State or Federal Court located nearest to where the Services are provided. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement. The Parties shall share the cost of the mediator's services equally.

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

SECTION 12 – TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONSULTANT

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

12.2 TERMINATION BY THE CITY

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

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

CITY OF JOLIET	Xylem Vue Inc.
By:	By: Mt
H. Elizabeth Beatty	Name: Lindsay Birt, Ph.D.
City Manager	Title: Client Solutions Manager
Date:	Date: March 7, 2025
ATTEST:	
By:	
Lauren O'Hara	
City Clerk	
Date:	





Real-Time Monitoring (RTM) Service Contract

City of Joliet



February 28, 2025

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

Subject: Real-Time Monitoring Service Contract

Mr. Owen Dean

Xylem Vue (Xylem) is pleased to submit this proposal regarding Real-Time Monitoring (RTM) for the City of Joliet (Client). This service will include the maintenance and operation of a data management website, cellular service, replacement batteries, data quality assurance/quality control (QA/QC), and as needed services. This proposal also includes four new tipping bucket rain gauge units with telemetry to be installed by the Client.

Xylem has utilized RTM for numerous municipal clients to provide greater insight into network operations. Our digital services have saved clients significant amounts of money while adding efficiency to their water and wastewater networks.

We welcome the opportunity to further discuss this proposal and address questions you may have. Please do not hesitate to contact me at 574.855.8202 or lindsay.birt@xylem.com.

Best regards,

Lindsay Birt, PhD Client Solutions Manager



SCOPE OF WORK

As part of this Real-Time Monitoring (RTM) service contract for the City of Joliet (Client), Xylem will provide the online data portal (Xylem Vue) which consists of data management, data quality assurance/quality control (QA/QC), cellular service and replacement batteries for deployed telemetry devices, and as-needed equipment.

Description of Tasks

Task 1: Website Data Management

This contract maintains access to the current configuration of the data portal for 24 sites during the time period of this contract. This contract does not include any changes or enhancements to the current website configuration.

Task 2: Cellular Service

This contract covers cellular service for 24 sites during the time period of the contract.

Task 3: Replacement Batteries

This item covers one set of replacement batteries for each of the four (4) battery powered sites. Battery powered sites include the Brandon Road, Edgecreek, Hennepin, and Westside rain gauge sites.

Task 4: Data QA/QC, Documentation, & Project Management

This task includes monthly data review, documentation of problems, and alerting the appropriate responsible parties to equipment maintenance needs that are necessary if problems become apparent from the collected data via email correspondence. This task also includes a monthly conference call meeting with the Client.

Task 5: As-Needed Equipment

Xylem will supply the Client with spare equipment which may be needed to perform repairs, upon request. Anticipated equipment needs include replacement telemetry boards, additional replacement batteries, and battery power connection cables. Telemetry boards will be configured by Xylem for the specific site requested by the Client and shipped to the Client. The telemetry board and power cable consist of the items shown in Figure 1. Additional wiring harnesses, cables, antennas, or other components are not included with the telemetry board. A list of equipment and pricing for 2025 is provided. Xylem is not responsible for the installation, maintenance, or troubleshooting of equipment installed by 3rd party vendors performing field services.

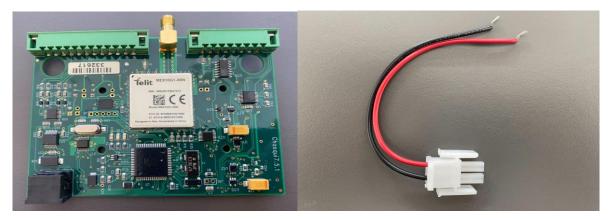


Figure 1: Telemetry Board (left) and power cable (right)

Requests for as-needed equipment will be made via email to the Xylem project manager by Owen Dean from the City of Joliet, or by the Client's designated representative.. Xylem will respond to the request for service within 72 hours (about 3 days) and will schedule work to occur within eight (8) business days of the response. Missing information from an equipment request will delay Xylem's response. At each monthly meeting, Xylem will provide a service list. The Client's 3rd party vendor will perform the field work.

Item	Unit Price	
Replacement telemetry board	\$ 598 EA	
Replacement power connector (battery to telemetry board)	\$ 4 EA	
Replacement 8- or 12-pin connector (sensor to telemetry board)	\$ 36 EA	
Xylem RTU replacement (no sensor cables)	\$ 1,902 EA	
Antenna, rain gauge (above ground applications)	\$ 17 EA	
Antenna, in-road (manhole applications)	\$ 444 EA	
Tipping bucket rain gauge	\$ 383 EA	
ISCO Modbus comm cable	\$ 563 EA	
HACH comm cable	\$ 1,000 EA	

Monitoring Locations and Equipment

The following 24 sites will be included in the RTM service contract: **Rain Gauges (9 sites)**

Location	Sensor	Power	Cellular Connection	Status	Telemetry Equipment
Oneida St.	Rain Gauge	120 VAC	Y	Active	RainBox
Eastside WWTP	Rain Gauge	120 VAC	Y	Active	RainBox
Black Rd. WTP (Shorewood)	Rain Gauge	120 VAC	Y	Active	RainBox
15D WTP (Shorewood)	Rain Gauge	120 VAC	Y	Active	RainBox
Fairmont WTP	Rain Gauge	120 VAC	Y	Active	RainBox
Edgecreek	Rain Gauge	Battery	Y	Active	Rain Box
Hennepin	Rain Gauge	Battery	Y	Active	Rain Box
Westside WWTP	Rain Gauge	Battery	Y	Active	Rain Box
Brandon Rd LS	Rain Gauge	Battery	Y	Active	Rain Box

Billing Locations (15 sites)

Location	Sensor	Power	Cellular Connection	Status	Telemetry Equipment
South East Joliet SD Flume	ISCO	120 VAC	Y	Active	iNode
Sunnyland Flow Meter (Sunnyland)	Hach	120 VAC	Y	Active	iNode
Rockdale Site	Mag Meter	120 VAC	Y	Active	iNode
EcoLab Site	ISCO	120 VAC	Y	Active	iNode
Joliet Junior College	ISCO	120VAC	Y	Active	iNode
CenterPoint	ISCO	120VAC	Y	Active	iNode
Briggs & Cleveland (EJSD)	Hach	120 VAC	Y	Active	iNode
Cass & Algonquin (EJSD)	Hach	120 VAC	Y	Active	iNode
McClintock St. (Channahon)	ISCO	120 VAC	Y	Active	iNode
Patricia St. (Channahon)	ISCO	120 VAC	Y	Active	iNode
Remington Woods (Channahon)	ISCO	120 VAC	Y	Active	iNode
Corporate Center (Channahon)	Mag Meter	120 VAC	Y	Active	iNode
Bronk and Black Road (Shorewood)	Hach	120 VAC	Y	Active	iNode
River Road LS (Shorewood)	Mag Meter	120 VAC	Y	Active	iNode
Seil Road LS Flow (Shorewood)	Mag Meter	120 VAC	Y	Active	iNode

SCHEDULE AND PROJECT COST

This RTM Service Contract covers the operation of the Joliet RTM system from 03/01/2025 to 12/31/2025. Prices presented here are contingent upon Client acceptance within 30 days of dated scope of work.

The pricing associated with the statement of work is provided below:

ltem	Description	units	\$/unit	Subtotal
Task 1	Website Data Management (24 units, 10 months)	240	\$ 52	\$ 12,480
Task 2	Cellular Service (24 units, 10 months)	240	\$ 28	\$ 6,720
Task 3	Replacement Batteries (4 units)	4	\$ 316	\$ 1,264
Task 4	Data QA/QC, Support, Documentation, and Project Management (10 months)	10	\$ 1,012	\$ 10,120
Task 5	As-Needed Equipment	Not to	o Exceed ^[1] :	\$ 3,493
			Total	\$ 34,077

Billing Notes

[1] This contract will be billed monthly for services rendered. Notes for specific tasks are included below:

- Replacement batteries (Task 3) will be shipped as requested by the Client.
- As-needed equipment (Task 5) are based on additional equipment as requested by the Client. Asneeded equipment with not-to-exceed price breakdown follows:

Item	Est. Quantity	Unit Price	Total Price
Replacement telemetry board	5 units	\$ 598	\$ 2,990
Replacement power connector	3 units	\$4	\$ 12
Replacement 8- or 12-pin connector	3 units	\$ 36	\$ 108
Tipping buckt rain gauge w/ cable	1 units	\$ 383	\$ 383
	Total	(Not to Exceed)	\$ 3,493



Xylem is excited to partner with the City of Joliet on this exciting project and thank you for this opportunity.





City of Joliet

Approver Report

File Number: 227-25

File ID:	227-25	Type: Consent Agenda	Status: Agenda Ready
In Control:	City Council Meeting		File Created: 03/04/2025
Department:	Public Utilities		Final Action:
Title:		Agreement for the 2025 Annual toring to Xylem Vue Inc. in the	0

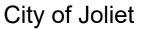
Agenda Date: 03/31/2025

Attachments: PSA - Real Time Monitoring 2025 - Xylem.pdf

Entered by: odean@joliet.gov

Approval History

3/24/2025	Gina Logalbo	Approve	0/04/0005
0/04/0005		, the second	3/21/2025
3/24/2025	Allison Swisher	Approve	3/26/2025
3/24/2025	Kevin Sing	Approve	3/26/2025
3/24/2025	Todd Lenzie	Delegated	
3/24/2025	Gina Logalbo	Approve	3/26/2025
	Beth Beatty	Approve	3/26/2025
	/27/2025	J	





Memo

File #: 228-25

Agenda Date: 3/31/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Professional Services Agreement for the 2025 Public Utilities Department Leak Detection and Meter Testing to M.E. Simpson Co., Inc. in the Amount of \$595,380.00

BACKGROUND:

On August 18, 2020, the Mayor and City Council approved Ordinance No. 18106 which adopted water conservation ordinances as required by the Illinois Department of Natural Resources for a Lake Michigan allocation. Section 31-27 of the City of Joliet Code of Ordinances requires the Department of Public Utilities to monitor leakage and implement corrective measures for the distribution system. This includes leak detection and meter testing. Accurate leak detection allows the City to identify and repair leaks in the system and large meter testing assesses the accuracy of the metering equipment. These activities are critical components of the City's non-revenue water reduction strategy.

The Public Service Committee will review this matter.

CONCLUSION:

M.E. Simpson Co., Inc. was selected using a qualifications-based selection process in 2016 to perform annual leak detection and meter testing for the City. Staff has negotiated an agreement with M.E. Simpson Co., Inc. to continue this program through the end of 2025. M.E. Simpson Co., Inc. has been instrumental in building this program over the past nine (9) years and has valuable knowledge of the City's water system which will allow this work to be completed in a timely manner. The 2025 contract amount will be \$595,380.00. This includes large meter testing and repair, high intensity system leak detection and survey for 240 miles of water main in prioritized zones, standard leak detection of 700 miles, 160 hours of standard on-call detection, hydrant survey for the Fairmont area, and 40 hours of emergency on-call leak detection.

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

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

Funds will be charged to the Water & Sewer Operating Fund / Meter Repair / Professional Services

(Org 50080320, Object 523300, \$148,040.00) and to the Water & Sewer Operating Fund / Field Operations Water / Professional Services (Org 50080012, Object 523300, \$447,340.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Professional Services Agreement for the 2025 Public Utilities Department Leak Detection and Meter Testing, in the amount of \$595,380.00, on behalf of M.E. Simpson Co., Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS <u>31st</u> day of <u>March</u>, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and M.E. Simpson Company, Inc., (hereinafter called the "Contractor"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

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

<u>SECTION 1 – SERVICES OF THE CONTRACTOR</u>

1.1 The scope of Services is defined in the attached Letter Proposal dated <u>March 3, 2025</u>.

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

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

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

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

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

1.7 The Contractor shall undergo a background check, to be performed by City at City's expense, before the commencement of Services.

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

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

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

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

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

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

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

SECTION 3 – PAYMENTS TO THE CONTRACTOR

3.1 The City will pay the Contractor for the professional services performed under SECTION 1 on a time and material basis in an amount not to exceed <u>\$595,380.00</u>. Vehicle, tool, fuel and other expenses shall be incidental to Contractor's hourly rate. Material expenses will be paid upon prior approval by the City with no more than a 10% mark-up.

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

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

3.4 The estimated fee for the Services is based on wage scale/hourly billing rates that anticipates the Services will be completed during the timeframe stated in the Letter Proposal.

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

<u>SECTION 4 – TIME OF COMPLETION</u>

4.1 The length of this AGREEMENT shall be until <u>December 31, 2025</u>, subject to time extensions.

4.2 Time is important for this AGREEMENT.

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

SECTION 5 – NOT USED

SECTION 6 – CHANGES

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

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

SECTION 7 – NOT USED

SECTION 8 – THIRD PARTY BENEFICIARIES

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

SECTION 9-RIGHTS TO DELIVERABLES

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

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

services testimonials, advertising, proposals, presentations, professional papers, public display, or any other use without obtaining prior written approval from the City's representative.

SECTION 10 - REMOVAL AND REPLACEMENT OF PERSONNEL

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

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

10.3 A violation by Contractor of paragraph 10.1 and/or 10.2 may be considered a substantial and material breach of Agreement, for which termination and damages otherwise provided by Law or the Agreement may be claimed.

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

SECTION 11-INSURANCE

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

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

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

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the successful proposers employees as well as claims

for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

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

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

Each Occurrence Limit \$1,000,000

Contractor agrees that with respect to the above required insurance:

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

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

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

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

5. A Certificate of Insurance that states the City and its officers and employees have been endorsed as an "additional insured" by the Contractor's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number <u>CCP134552 and CPP</u> <u>1343274</u> on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

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

arising in any manner from the negligent or wrongful acts or failures to act by the Contractor, its employees, agents and representatives in the performance of the Services covered by the AGREEMENT. The Contractor shall also indemnify and save harmless the City from any claims against, or liabilities incurred by the Contractor of any type or nature to any person, firm or corporation arising from the Contractor's wrongful or negligent performance of the Services covered by the AGREEMENT.

SECTION 12 – SUCCESSORS AND ASSIGNS

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

SECTION 13 – NON-DISCRIMINATION

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

SECTION 14 – MODIFICATION OR AMENDMENT

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

SECTION 15 – APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

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

SECTION 16 – TERMINATION OF THE AGREEMENT

16.1 TERMINATION BY THE CONTRACTOR

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

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

16.2 TERMINATION BY THE CITY

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

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

CITY OF JOLIET	M.E. Simpson Company, Inc.
By:	Ву:
H. Elizabeth Beatty	Name: Michael S. Simpson
City Manager	Title: CEO
Date:	Date: March 31, 2025
ATTEST:	
By:	
Lauren O'Hara	
City Clerk	
Date:	

LETTER PROPOSAL

Fee Proposal: 2025 Leak Survey and Large Meter Testing

M.E Simpson Company, Inc.

_ proposes to

provide the necessary professional services for this project as follows:

Fee Proposal: Leak Survey and Large Meter Testing Program

M.E. Simpson Co, Inc. proposes to provide the necessary Professional services for this project as follows:

Item	Description	Qty	Unit	Unit Cost **	Total Cost
1	SYSTEM ANALYSIS, PROJECT PLAN, AND FINAL REPORT	1	LS		\$0
2-3	LARGE WATER METER EVALUATION, TESTING AND REPAIR *				\$148,040.00
4	WATER DISTRIBUTION SYSTEM LEAK SURVEY (I-55 EAST DMA AND LOW DMA)	240	MILES	\$550.00	\$132,000.00
5	HYDRANT-ONLY LEAK SURVEY	700	MILES	\$225.00	\$157,500.00
6	HYDRANT MAINTENANCE (FAIRMONT SUBDIVISION)	190	HYDRANTS	\$56.00	\$10,640.00
7	ON-CALL LEAK DETECTION STANDARD RESPONSE TIME	160	CREW- HOURS	\$325.00	\$52,000.00
8	ON-CALL LEAK DETECTION EMERGENCY RESPONSE TIME	40		\$380.00	\$15,200.00
9	ALLOWANCE FOR ADDITIONAL WORK	-	-	-	\$80,000.00
10	GPS SUB FOOT LOCATIONS	-	-	\$10.00	-
		·	2025 TO	\$595,380	

- * Total from bid schedule total for Tasks 2 & 3 on following page.
- ** All incidental costs/travel are to be included in the Unit Cost for Items 1-6.

SUBMITTED BY:

M.E. Simpson Co., Inc.

Firm Name

Michael D. Simpson

Authorized Representative

4

Signature

CEO

Title

3/3/2025

Date

	CITY OF JOLIET					
	LEAK SURVEY AND LARGE METER TESTING PROGRAM					
	SCHEDULE OF PRICES					
	METER TESTING & REPAIR (for TASKS 2 & 3 only)					
item No.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE		COST
1	1-1/2 TO 2" DISPLACEMENT METER PRETEST - SINK TEST	0	EA	\$ 225	\$	-
2	1-1/2 TO 2" DISPLACEMENT METER PRETEST - TEST IN PLACE	103	EA	\$ 385		39,655
3	1-1/2 TO 2" DISPLACEMENT METER PRETEST - METER PULLED	0	EA	\$ 345	\$	-
4	1-1/2 TO 3" TURBINE OR COMPOUND METER PRETEST - IN PLACE	127	EA	\$ 455	\$	57,785
5	1-1/2 TO 3" TURBINE OR COMPOUND METER REPAIR & POST-TEST (IN PLACE)	15	EA	\$ 175	\$	2,625
6	1-1/2 TO 3" TURBINE METER PRETEST - MEASURING ELEMENT PULLED		EA	\$ 455	\$	-
7	1-1/2 TO 3" TURBINE METER REPAIR & POST-TEST (MEAS. ELEMENT PULLED)		EA	\$ 195	\$	-
8	4 TO 6" TURBINE OR COMPOUND METER PRETEST - IN PLACE	13	EA	\$ 455	\$	5,915
9	4 TO 6" TURBINE OR COMPOUND METER REPAIR & POST-TEST (IN PLACE)	4	EA	\$ 185	\$	740
10	4 TO 6" TURBINE METER PRETEST - MEASURING ELEMETN PULLED		EA	\$ 385	\$	-
11	4 TO 6" TURBINE METER REPAIR & POST-TEST (MEAS. ELEMENT PULLED)		EA	\$ 185	\$	-
12	8 TO 10" TURBINE OR COMPOUND METER PRETEST - IN PLACE	8	EA	\$ 525	\$	4,200
13	8 TO 10" TURBINE OR COMPOUND METER REPAIR & POST-TEST (TEST IN PLACE)	1	EA	\$ 200	\$	200
14	4 TO 10" FIRE LINE METER TEST		EA	\$ 435	\$	-
15	PRE-REPLACEMENT INSPECTION (photos, drawing, measurements & condition report)	50	EA	\$ 140	\$	7,000
	PITOT TEST (MASTER/PRODUCTION METERS)	8	EA	\$ 950	\$	7,600
17	2-MAN CREW RATE FOR SPECIALTY REPAIRS (LABOR ONLY)	40	HR	\$ 240	\$	9,600
18	3-MAN CREW RATE FOR SPECIALTY REPAIRS (LABOR ONLY)	8	HR	\$ 340	\$	2,720
19	METER PARTS ALLOWANCE				\$	10,000
			TC	TAL COST:	\$	148,040
(Insert t	this schedule total as a subtotal on Item 2-3 line on previous page)					
ME C:						
	mpson Co., Inc.	-			-	
Firm N						

APPENDIX A

SCOPE OF WORK

LEAK SURVEY AND LARGE METER TESTING PROGRAM

The following is a project scope of professional services:

Task 1 - System Analysis, Project Plan, and Final Report

After an initial meeting with the City, the Contractor shall review all available data and perform an initial top-down analysis of the City's current water loss condition. The Contractor shall develop a strategy with City staff input to maximize the cost savings to project cost ratio. At the conclusion of the project, the Contractor shall perform a detailed analysis water loss, real and projected cost savings, as well as an annual recommended plan for subsequent years. The initial project plan is to be completed within 30 days of Notice to Proceed.

Task 2 - Large Meter Testing & Repair – Master / Production Meters.

Test master / production meters in accordance with AWWA standards. This will include pitot testing. The tap will be provided by the City.

Upon project award, scheduling the first round of meter testing shall begin immediately. This will include key, high-consumption meters already scheduled for testing. Additional rounds of meter testing will be planned based on recommendations from the Contractor and after development of the overall project plan.

Task 3 - Large Water Meter Testing – Commercial / Industrial

Test large water meters in accordance with AWWA standards. These meters are located in commercial, industrial, institutional, and multi-family residential facilities. Meters may be located indoors or in outdoor pits. The Contractor shall perform all scheduling and communication with the City's water customers. This will include scheduling during nighttime, weekend, and production slowdowns / shutdowns to minimize the impact on customers. All costs are incidental to this item. No additional compensation is allowed for after-hours work.

The City has provided a schedule of anticipated meter quantities for testing; however, this may be altered upon recommendation in the initial Project Plan and periodically based on additional information obtained during the course of the project. When a meter cannot be repaired and is recommended for replacement, the Contractor shall provide information to assist the City in contracting out the work to a licensed plumbing contractor (separate contract). Include the following:

- > Photo of the overall meter pit/assembly/room.
- Close-up photos of each meter and register.
- Dimensioned sketch sufficient to estimate cost and plan for replacement. Include lay lengths for meter/valves / pipe sections, pit dimensions, hatch dimensions, etc.
- > Note the condition and locations of all shutoff valves.
- > Note the condition and locations bypass.
- Note any pertinent information regarding scheduling shutdowns for meter replacement, including recommendations to minimize impact on the customer's business operations.
- GIS data (see deliverables section).
- GPS location (sub-meter). The coordinate system shall be Illinois State Plane EAST Zone (foot).

This will be covered under the "PRE-REPLACEMENT INSPECTION" item in the proposal. In addition, this item could be utilized to conduct an inventory of older large meters.

Task 4 - Leak Survey

Perform an overall system leak survey of I-55 East DMA and Low DMA areas of the City's water distribution system in accordance with AWWA and industry standards. Provide a paper map with numbered location IDs and ArcGIS files showing a point location for each leak. The ArcGIS shapefile/geodatabase shall include the following attribute fields:

- > Leak Location per sub-meter GPS.
- Date of leak test.
- Estimated severity in GPM.
- Notes (as applicable).
- GPS Service B-Boxes (See Task 10)

The coordinate system shall be Illinois State Plane EAST Zone (foot).

Listen for leaks on all hydrants, valves, and all accessible services in the established area. A maximum of 5 minutes will be allotted for the removal of the service cap. Keep track of any services we can listen to and anything we aren't able to listen to. Leaks shall be located within the accuracy of current "state-of-the-art" technologies for leak detectors and electronic correlators. For the leak

survey in high-traffic / high-noise areas, including the downtown business district, the Contractor shall schedule the work at night and/or early morning to minimize background noise. No additional compensation will be allowed for night scheduling.

Task 5 - Leak Survey (Hydrant Only)

After performing a leak survey on all services in I-55 East DMA and Low DMA areas, return at the end of the year to perform a leak survey of the targeted areas of the City's water distribution system, listening for leaks on all fire hydrants.

- > Leak Location per sub-meter GPS.
- \succ Date of leak test.
- Estimated severity in GPM.
- Notes (as applicable).

Leaks shall be located within the accuracy of current "state-of-the-art" technologies for leak detectors and electronic correlators. For the leak survey in high-traffic / high-noise areas, including the downtown business district, the Contractor shall schedule the work at night and / or early morning to minimize background noise. No additional compensation will be allowed for night scheduling.

Task 6 - Hydrant Maintenance

Perform maintenance on fire hydrants in the Fairmont region of the City following AWWA M17 standards to assess hydrant appearance, accessibility, location, leakage, and functionality. Key steps include:

- > Checking hydrant paint, positioning, and visibility
- Verifying proper nozzle orientation and clearance
- Using electronic listening devices to detect leaks
- Exercising and lubricating operating stems
- Inspecting and maintaining caps, threads, and seals
- Flushing hydrants to remove debris
- Documenting hydrants needing repair

Task 7 - On-call Leak Detection: Standard Response

This item will be paid at one standard hourly crew rate for a <u>minimum of 2 crew-hours per callout</u>. In situations when more than 2 hours are requested for payment, the time shall start and stop when the Contractor enters and exits the

City of Joliet corporate limits. Additional compensation for travel time and other expenses are not allowed.

Under this item, the Contractor shall **respond to the City's phone call within 30 minutes and shall arrive on-site within 4 business hours.** All calls for service and work will take place during the normal work day (7:00 am to 4:30 pm).

Task 8 - On-call Leak Detection: Emergency Response

This item will be paid at one standard hourly crew rate for a <u>minimum of 2 crew-hours per callout</u>. In situations when more than 2 hours are requested for payment, the time shall start and stop when the Contractor enters and exits the City of Joliet corporate limits. Additional compensation for travel time and other expenses are not allowed.

Under this item, the Contractor shall <u>respond to the City's phone call within 15</u> <u>minutes and shall arrive on-site within 2 hours.</u> Calls for service and work may take place at any time (24 hours per day, 7 days per week).

Task 9 - Allowance for Additional Work

This item will allow for flexibility in billing of additional work under any of the other pay items at the same proposed unit prices.

Task 10 – GPS Sub-Foot Locations

Collect GPS coordinates of all services with sub-foot accuracy. The City will supply a color-coded GIS file of all service b-boxes.

- ➢ Green No additional GPS needed
- > Yellow Visually located but needs the contractor to GPS
- Red Not found. The contractor needs to search the area for no longer than 5 minutes per location, and if something is found, a GPS will be required.

Deliverables

The deliverables the following:

Project Plan

- Geodatabases / shapefiles in ESRI ArcGIS format showing all leak locations (from sub-meter GPS) with estimated GPM and test date (updated and delivered monthly). GPM shall be in an INTEGER type field labeled "LEAK_GPM"
- > Meter replacement sketches.
- Meter test reports.
- Meter testing geodatabase / shapefiles in ESRI ArcGIS format with submeter GPS locations. Include the following fields:
 - Meter description
 - o Meter size
 - Enclosure type
 - Test status: Complete / Not-tested
 - Test Result: Pass, Failed / Repaired / Retested / Passed, Failed Recommend Replacement.
- > Daily leak sketches / final leak sketches.
- List of services successfully leak detected and not leak detected.
- Final Project Report

All deliverables are incidental to other contract items for payment.

Project Administration

Attend project meetings at 150 W. Jefferson Street as required to facilitate project communication. This is anticipated to include a kickoff meeting, 3 quarterly planning/coordination meetings, and a project closeout meeting.

All deliverables are incidental to other contract items.

MAPS AND DATA PROVIDED BY CITY

The City shall generally provide access to the following map and data sources:

- ArcGIS Online internet mapping application, which allows on-screen distance measurements.
- GIS file with all services and location statuses, with Green points having a GPS status, Yellow points having been located and needing GPS, and Red having not been located.
- Exported copy of the City's water GIS database in shapefile or other ESRI-compatible format.
- An electronic version of the citywide map in PDF format.
- PDF versions or paper copies of detailed engineering drawings only as needed and available.

- Report showing every water meter in the City with address, Location ID, meter size, and annual consumption for each of the past 3 years.
- Water production reports.

For all scheduled work, including the general leak survey, the Contractor shall be responsible for printing out maps if hard copies are desired. The City will assist in printing out maps if needed for emergency situations only.

WORK PROVIDED BY CITY

The City will provide input to the Contractor for development of the Project Plan and long-term recommendations. The Contractor shall operate all service valves needed for meter testing and evaluation; however, the City shall operate or supervise the operation of main line valves if necessary.

APPENDIX B

PAYMENT

The Contractor shall be paid monthly based on submitted invoices and evidence of completed work. The Contractor should endeavor to submit invoices within two weeks of the month end. Payment schedules may vary but are generally made within one to two weeks of invoice receipt.

APPENDIX C

PROJECT SCHEDULE

The work of the CONTRACTOR on the Project shall begin within ten (10) calendar days of issuance of the Notice of Award.

Schedule Completion:

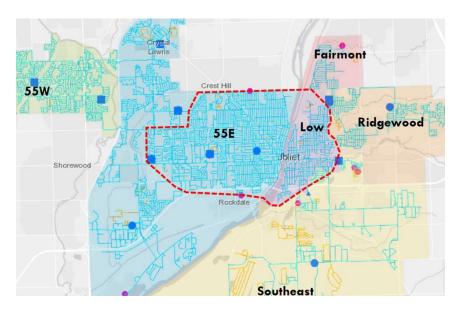
No.	Work Description	Completion Deadline
1	Initial Project Plan	10 days from Notice of Award of Contract
2	Meter Testing - Initial Section of Annual List (incl. reports)	90 days from Notice of Award of Contract
3	As-needed Meter Testing – Standard Accounts (incl. reports)	30 days from the assignment
4	As-needed Meter Testing – Key Accounts	10 days from assignment ¹
5	Final Completion of Annual Meter Testing List	November 2025
6	Leak Survey (Include Services)	I55 / Low DMA – Completed by June 30, 2025
7	Hydrant Only Leak Survey	Entire City by October 2025.
8	Hydrant Maintenance	Fairmont Area – Completed by October 2025
9	On-call Leak Detection Report - Field	Hand-drawn sketch is due immediately upon leak location determination.
10	On-call Leak Detection Report - Final	Computer-generated sketches are due weekly.
11	Final Reports (includes GPS/GIS data)	45 days after completion of annual meter testing and annual leak survey.

1 - Additional time allowed for customer production coordination.

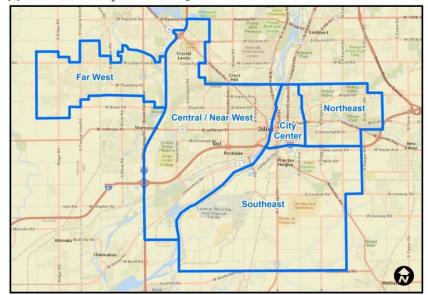
On-call work may continue, as project funds allow, until December 31, 2025.

APPENDIX D - PROJECT LOCATION

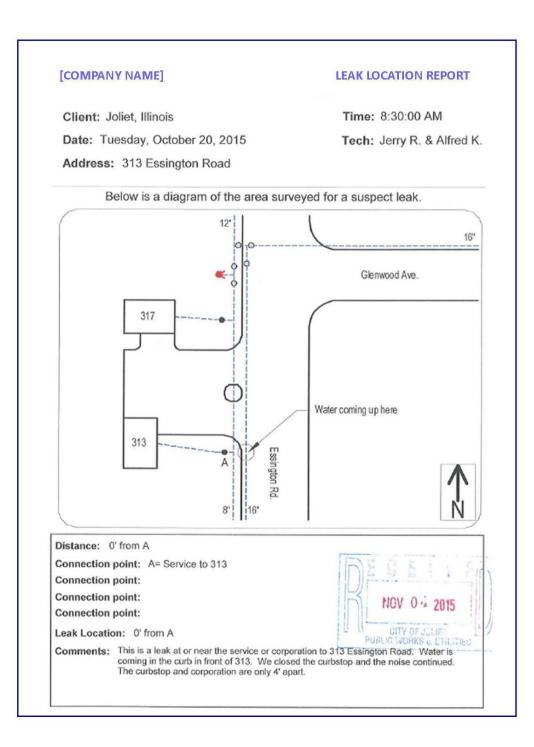
Project work will be located throughout the City of Joliet, Illinois, and some immediately surrounding areas. The City of Joliet corporate limits includes approximately 64 square miles. The City spans approximately 19 miles from west to east and 11 miles from north to south.

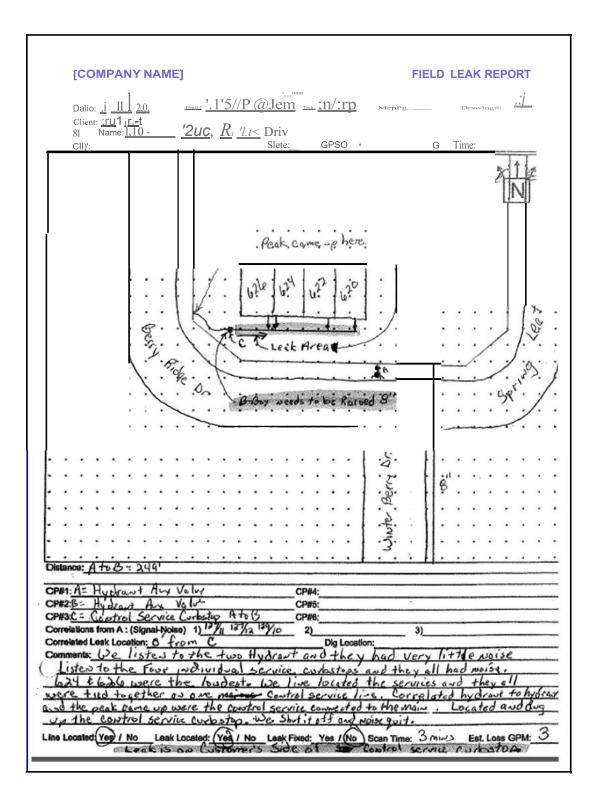


Approximate Distribution System Zones



APPENDIX E Sample Forms*





Client : Joliet, IL		7.0000				
Account name					Account no.	
Building Name					Meter no.	
Address:					Reg ID	63003720
Meter location Pr					AMR ID:	
Meter size 3"	Bran	5. Sensus - SRH	Ъ	pe: Compou	nd S/N:	6930424
Test port: Yes	Byp	ass: No	Inlet valve	Yes	Outlet valve	Yes
			READINGS			
Confined Space 1	ln 021au	el: Gas Prese	at 0	to Enter Vee	Supervisor	
Mater Reading Us	1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	T/H: 0053413	1000 C 100 C 100 C 100 C	5		Cubic Feet
				1781.7		Jubic Feet
Meter Reading Af		T/H:		FM:		
Remote Reading	Upon Arrival	T/H:	L:	FM:	Units:	
		TEST A	ND REPAIR	DATA		
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* Note: The City and the Contractor will edit and agree on revised forms prior to testing.



City of Joliet

Approver Report

File Number: 228-25

File ID:	228-25	Type: Consent Agenda	Status: Agenda Ready			
In Control:	City Council Meeting		File Created: 03/19/2025			
Department:	Public Utilities		Final Action:			
Title:	•	Professional Services Agreement for the 2025 Public Utilities Department Leak Detection and Meter Testing to M.E. Simpson Co., Inc. in the Amount				
			Agenda Date: 03/31/2025			

Attachments: 2025 PSA Leak Detection Meter Testing_ME Simpson.pdf Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/24/2025	Gina Logalbo	Approve	3/21/2025
1	2	3/24/2025	Allison Swisher	Approve	3/26/2025
1	3	3/24/2025	Kevin Sing	Approve	3/26/2025
1	4	3/24/2025	Todd Lenzie	Delegated	
1	5	3/24/2025	Gina Logalbo	Approve	3/26/2025
1	6	3/27/2025	Beth Beatty	Approve	3/26/2025



Memo

File #: 233-25

Agenda Date:3/31/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approve Payment of the 2025 Membership Dues for the Lower DuPage River Watershed Coalition in the Amount of \$25,140.08

BACKGROUND:

The City of Joliet has been a member of the Lower DuPage River Watershed Coalition since 2011. The Lower DuPage River Watershed Coalition consists of approximately twelve (12) entities who have joined together to conduct water quality sampling, negotiate permit conditions, and prepare required planning documents. Participation in the Lower DuPage River Watershed Coalition is a condition of the City's National Pollutant Discharge Elimination System (NPDES) permit for the Aux Sable Wastewater Treatment Plant (WWTP) and is not optional. The benefits of membership in the coalition are:

- Stronger position to negotiate NPDES permit conditions with Illinois EPA and Environmental Action Groups
- Cost-sharing in watershed data collection and analysis that can assist with permit requirements
- Cost-sharing on Nutrient Assessment and Reduction Plan development which will encompass both point and nonpoint contributions
- Sharing resources to develop outreach materials and trainings to meet MS4 permit requirements
- Pooling resources to obtain expertise, lower cost, and save time.

The Public Service Committee will review this matter.

CONCLUSION:

The 2025 membership fee for the Lower DuPage River Watershed Coalition is \$25,140.08.

Funds will be charged to the Water and Sewer Operating Fund / Aux Sable WWTP / Memberships and Dues (Org 50080804, Object 518001, \$25,140.08).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve payment for the 2025 membership fee, in the amount of \$25,140.08, on behalf of the Lower DuPage River Watershed Coalition.



Lower DuPage River Watershed Coalition

Agency Members	Acres within Watershed	C	Acreage ontribution \$0.72/acre	Design Average Flow (MGD)	WWTP Contribution 1,767.04/mgd	То	tal Contribution
Bolingbrook	13739	\$	9,892.08	2.8	\$ 4,943.54	\$	14,835.62
Channahon	3741	\$	2,693.31			\$	2,693.31
Crest Hill	3336	\$	2,402.04	1.3	\$ 2,295.22	\$	4,697.26
Joliet	16035	\$	11,545.35	7.7	\$ 13,594.74	\$	25,140.08
Minooka	2486	\$	1,789.72	2.2	\$ 3,884.21	\$	5,673.93
Naperville	9647	\$	6,946.04	26.25	\$ 46,345.69	\$	53,291.73
Plainfield	13303	\$	9,578.19	7.5	\$ 13,241.63	\$	22,819.81
Romeoville	6236	\$	4,489.83			\$	4,489.83
Shorewood	5093	\$	3,667.01			\$	3,667.01
Will County Stormwater Comm.	32078	\$	23,096.16			\$	23,096.16
Totals	105694	\$	76,099.74	47.75	\$ 84,305.01	\$	160,404.75



City of Joliet

Approver Report

File Number: 233-25

File ID:	233-25 Type: Consent Agenda Status: Ag		Status: Agenda Ready		
In Control:	City Council Meeting		File Created: 03/19/2025		
Department:	Public Utilities		Final Action:		
Title:	Title: Approve Payment of the 2025 Membership Dues for the Lower DuPage River Watershed Coalition in the Amount of \$25,140.08				

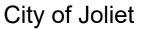
Agenda Date: 03/31/2025

Attachments: LDRWC Agency Dues Table 2025-26.pdf

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date	
1	1	3/24/2025	Gina Logalbo	Approve	3/21/2025	
1	2	3/24/2025	Allison Swisher	Approve	3/26/2025	
1	3	3/24/2025	Kevin Sing	Approve	3/26/2025	
1	4	3/24/2025	Todd Lenzie	Delegated		
1	5	3/24/2025	Gina Logalbo	Approve	3/26/2025	
1	6	3/27/2025	Beth Beatty	Approve	3/26/2025	





Memo

File #: 232-25

Agenda Date:3/31/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Amendment No. 1 to the Professional Services Agreement for the 2025 Sanitary Sewer Investigations and Rehabilitation Program to RJN Group Inc. in the Amount of \$13,205.70

BACKGROUND:

On March 4, 2025, the City Council approved a Contract with RJN Group Inc. for the 2025 Sanitary Sewer Investigations and Rehabilitation Program for a not to exceed amount of \$539,650.00. Public Utilities Operations staff have recently discovered a large amount of groundwater entering the sanitary sewer system near the Benton and Maple Lift Station. The excess water is causing the pumps to run continuously at the lift station. It is recommended that the City complete a sanitary sewer evaluation survey to identity the sources of inflow and infiltration and complete rehabilitation recommendations.

The Public Service Committee will review this matter.

CONCLUSION:

RJN Group Inc. has provided a proposal to complete the following tasks:

• Smoke Testing, Manhole Inspection, Televising Review, Mapping Updates, and Dyed Water Flooding on the sewer system tributary to the Benton and Maple Lift Station.

Amendment No. 1, for an amount not to exceed \$13,205.70, represents the cost of completing this additional work. Funds will be charged to the Water & Sewer Improvement Fund / Professional Services (Org 50180020, Object 557200, \$13,205.70, Project 25027).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve Amendment No. 1 to the Professional Services Agreement for the 2025 Sanitary Sewer Investigations and Rehabilitation Program, in the amount of \$13,205.70, on behalf of RJN Group Inc.



City of Joliet

Approver Report

File Number: 232-25

File ID:	232-25	Type: Consent Agenda	Status: Agenda Ready		
In Control:	City Council Meeting	File Created: 03/2			
Department:	Public Utilities		Final Action:		
Title:	Ie: Amendment No. 1 to the Professional Services Agreement for the 2025 Sanitary Sewer Investigations and Rehabilitation Program to RJN Group Inc. in the Amount of \$13,205.70				

Agenda Date: 03/31/2025

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date	
1	1	3/24/2025	Gina Logalbo	Approve	3/24/2025	
1	2	3/24/2025	Allison Swisher	Approve	3/26/2025	
1	3	3/24/2025	Kevin Sing	Approve	3/26/2025	
1	4	3/24/2025	Todd Lenzie	Delegated		
1	5	3/24/2025	Gina Logalbo	Approve	3/26/2025	
1	6	3/27/2025	Beth Beatty	Approve	3/26/2025	





Memo

File #: 237-25

Agenda Date: 3/31/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Public Works Director

SUBJECT:

Ordinance Amending the 2025 City of Joliet Annual Budget for the City-Wide Tree Inventory and Award of Contract to Great Lakes Urban Forestry Inc. in the Amount of \$307,395.00

BACKGROUND:

The City of Joliet Roadways Division is responsible for the maintenance of all trees within the roadway right-of-way (ROW). This includes trimming, treating, removal, and planting. In order to properly maintain the health, welfare, and diversity of City trees, it is necessary to have a current inventory of all trees located within City rights-of-way. Based on industry and municipal standards, requirements were developed for a GIS based City-Wide Tree Inventory. The development and maintenance of a City-Wide Tree Inventory is common for communities with a proactive tree maintenance program.

The Mayor and City Council previously approved the 2025 City of Joliet Budget, and it contains partial funding in the amount of \$154,000 for a City-Wide Tree Inventory. The balance of the funding was allocated and approved as a part of the 2023 City of Joliet Budget. The funds were not spent at that time as the start of the project was delayed. The funding allocation from 2023 was not explicitly shown in subsequent budgets.

Additionally, the City received a reimbursable grant as a part of the Inflation Reduction Act, Urban and Community Forestry for the total amount of \$216,519.00. Of this amount \$104,500.00 is designated for the Tree Inventory/Urban Forest Management Plan. This grant funding will offset the total cost of the tree inventory project. The remainder of the grant funding is to be utilized for public outreach, tree planting, and tree trimming in disadvantaged areas of the City.

The Department of Public Works is requesting a budget amendment in the amount of \$155,000.00 to cover the award of the contract for the City-Wide Tree Inventory Project.

The Public Service Committee will review these matters.

CONCLUSION:

The Department of Public Works invited six (6) consultants to submit their qualifications and cost to provide Professional Engineering Services for this project. Three (3) proposals were received and evaluated. Proposals were reviewed and ranked by City staff, and it was determined that Great Lakes Urban Forestry Inc. was best qualified to complete the requested services within the designated time frame.

The Scope of Services and Cost Estimate have been reviewed and are acceptable to the City of Joliet. The City-Wide Tree Inventory project shall be awarded as submitted for the lump sum cost of \$307,395.00.

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

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

Funds will be charged as Capital Improvement Fund/ Forestry Land Improvements (Org 30090060, Object 557400, \$307,395.00).

As this expenditure was not fully funded in the original 2025 City of Joliet Budget, a Budget Amendment Ordinance, in the amount of \$155,000.00, is attached for approval.

RECOMMENDATION:

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

- 1. Approve the Ordinance amending the 2025 Budget in the additional amount of \$155,000.00 for the City-Wide Tree Inventory Project.
- 2. Award the Contract for the City-Wide Tree Inventory Project, in the amount of \$307,395.00, on behalf of Great Lakes Urban Forestry Inc.

ORDINANCE NO.

ORDINANCE AMENDING THE 2025 CITY OF JOLIET ANNUAL BUDGET FOR THE CITY-WIDE TREE INVENTORY

WHEREAS, after holding a public hearing and giving notice thereof in the manner provided by law and ordinance, the Mayor and City Council have examined and approved an Annual Budget for the City of Joliet for the fiscal year 2025; and

WHEREAS, the 2025 Annual Budget included a recommended expenditure of \$154,000.00 for City-Wide Tree Inventory; and

WHEREAS, the Mayor and City Council hereby find the 2025 Annual Budget should be amended to include said unforeseen expenditures; and

WHEREAS, funds are available to effectuate the purpose of the amendment; and

WHEREAS, the Mayor and City Council hereby find that the proposed amendment to the Annual Budget is fiscally sound and adoption is in the best interests of the residents of the City of Joliet.

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

SECTION 1: The 2025 Annual Budget for the City of Joliet, Will and Kendall Counties, Illinois is hereby amended to include a \$155,000.00 expenditure (Org 30090060, Object 557400) for the City-Wide Tree Inventory Project.

SECTION 2: The Annual Budget and amendment approved by this Ordinance shall collectively constitute an "Annual Budget" for the purposes of Section 8-2-9.1-1 through 8-2-9.10, inclusive, of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 et seq.), as amended, and as an annual appropriation ordinance as set forth in Section 8-2-9.4 thereof;

SECTION 3: This Ordinance is adopted pursuant to the home rule powers granted the City of Joliet by Article VII, Section 6 of the Constitution of the State of Illinois. In addition, this Ordinance is adopted pursuant to the authority and in accordance with the procedures set forth by law. To the extent that this Ordinance conflicts with any provision of law, this Ordinance shall be construed to preempt such law pursuant to the home rule powers of the City of Joliet. This Ordinance shall be deemed severable.

<u>SECTION 4</u>: This Ordinance shall be in effect immediately upon its passage.

PASSED this ______ day of _____, 2025.

MAYOR	CITY CLERK
VOTING YES:	
NOT VOTING:	



City of Joliet

Approver Report

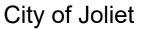
File Number: 237-25

File ID:	237-25	Type: Ordinance	Status: Agenda Ready
In Control:	City Council Meeting		File Created: 03/19/2025
Department:	Public Works		Final Action:
Title:	•	ne 2025 City of Joliet Annual ry and Award of Contract to punt of \$307,395.00	5
			Agenda Date: 03/31/2025

Attachments: Ordinance Amending the 2025 Annual Budget Tree Inventory.docx Entered by: jnordman@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/24/2025	Gina Logalbo	Approve	3/24/2025
1	2	3/24/2025	Greg Ruddy	Approve	3/26/2025
1	3	3/25/2025	Kevin Sing	Approve	3/26/2025
1	4	3/25/2025	Todd Lenzie	Delegated	
1	5	3/25/2025	Gina Logalbo	Approve	3/27/2025
1	6	3/27/2025	Beth Beatty	Approve	3/27/2025





Memo

File #: 240-25

Agenda Date: 3/31/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Accepting a Grant of Permanent and Temporary Easements for 706 North Broadway Street on the Broadway Street (Theodore St. to Ruby St.) Water Main Improvements Project

BACKGROUND:

The Broadway Street (Theodore Street to Ruby Street) Water Main Improvements project is planned for construction in 2025. In order to construct a portion of the project, permanent and temporary easements are required at 706 N. Broadway Street.

The Public Service Committee will review this matter.

CONCLUSION:

City Staff have negotiated two temporary easements and one permanent easement with the owner of 706 N. Broadway Street. The attached easement agreement with the Roman Catholic Diocese, St. Mary Nativity, will provide access for the Broadway Street (Theodore St. to Ruby St.) Water Main Improvements Project. The owner has accepted the appraised value for the easements of \$9,000.00.

PIN	ADDRESS	EASEMENT TYPE	COST
30-07-09-209-037 & 30-07-09-209-032	706 N. Broadway	10' Permanent	\$8,000.00
30-07-09-209-037 & 30-07-09-209-032	706 N. Broadway	10' Temporary	\$500.00
30-07-09-209-037 & 30-07-09-209-032	706 N. Broadway	10' Temporary	\$500.00

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$9,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the attached Resolution accepting two temporary easements and one permanent easement from the Roman Catholic Diocese, St. Mary Nativity, owner of 706 N. Broadway Street, Joliet, IL 60435 and authorizing payment in the amount of \$9,000.00.

RESOLUTION NO.

RESOLUTION ACCEPTING A GRANT OF PERMANENT AND TEMPORARY EASEMENTS FOR 706 N. BROADWAY ST. ON THE BROADWAY STREET (THEODORE ST. – RUBY ST.) WATER MAIN IMPROVEMENTS PROJECT

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

SECTION 1: The attached grant of permanent and temporary easements to the City of Joliet from:

Owner:PIN #:Roman Catholic Diocese, St. Mary Nativity30-07-09-209-037 & 30-07-09-209-032is accepted.

SECTION 2: The City Clerk is directed to record the easement documents.

SECTION 3: Payment to the Owner in the amount of \$9,000 is authorized.

<u>SECTION 4</u>: This resolution shall take effect immediately upon its passage.

PASSED this	day of	, 2025
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MAYOR

CITY CLERK

VOTING YES

NOT VOTING

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, ROMAN CATHOLIC DIOCESE, ST MARY NATIVITY; with an address at 706 N. Broadway Street., Joliet, IL 60435, for good and valuable consideration the receipt of which is hereby acknowledged, does by these premises hereby **GRANT and CONVEY** unto the Grantee, the **CITY OF JOLIET**, an Illinois Municipal Corporation, 150 West Jefferson Street, Joliet, Illinois 60432, a permanent non-exclusive public utility easement, but not limited to, the right to the construct, operate, maintain, replacement and relocation of a water main and related appurtenances (the "**Permitted Improvements**"), in, under, over, and upon the real property legally described as follows (the "**Public Utility Easement Tract**"):

10' PUBLIC UTILITY EASEMENT:

THAT PART OF LOTS 7 AND 8 IN BLOCK 11 IN NORTH JOLIET, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 8, 65.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73 DEGREES 23 MINUTES 22 SECONDS EAST, 144.00 FEET; THENCE SOUTH 16 DEGREES 39 MINUTES 13 SECONDS WEST, 46.69 FEET;

THENCE SOUTH 73 DEGREES 20 MINUTES 47 SECONDS EAST, 10.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 8; THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 8, 56.70 FEET; THENCE NORTH 73 DEGREES 23 MINUTES 22 SECONDS WEST, 154.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 8; THENCE SOUTH 16 DEGREES 39 MINUTES 13 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 8, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

10' TEMPORARY CONSTRUCTION EASEMENT #1:

THAT PART OF LOTS 7 AND 8 IN BLOCK 11 IN NORTH JOLIET, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 8, 55.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73 DEGREES 23 MINUTES 22 SECONDS EAST, 134.00 FEET; THENCE SOUTH 16 DEGREES 39 MINUTES 13 SECONDS WEST, 36.68 FEET;

THENCE SOUTH 73 DEGREES 20 MINUTES 47 SECONDS EAST, 10.00 FEET; THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST, 46.69 FEET; THENCE NORTH 73 DEGREES 23 MINUTES 22 SECONDS WEST, 144.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 8; THENCE SOUTH 16 DEGREES 39 MINUTES 13 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 8, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

10' TEMPORARY CONSTRUCTION EASEMENT #2:

THAT PART OF LOTS 7 AND 8 IN BLOCK 11 IN NORTH JOLIET, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOTS 8 AND 7, 75.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73

DEGREES 23 MINUTES 22 SECONDS EAST, 154.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 8; THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 8, 10.00 FEET; THENCE NORTH 73 DEGREES 23 MINUTES 22 SECONDS WEST, 154.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 8; THENCE SOUTH 16 DEGREES 39 MINUTES 13 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 8, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN: 30-07-09-209-037 & PIN: 30-07-09-209-032

An exhibit depicting the Public Utility Easement Tract is attached hereto as Exhibit "A" and incorporated herein by reference

Unless otherwise set forth herein, the easements 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 Grantors. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantors' 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 landscaping, fencing, brush, debris or similar material which conflict with the construction, maintenance or operation of Permitted Improvements installed in the Public Utility Easement Tract.

3. Full and complete title, ownership and use of the Public Utility Easement Tract are hereby reserved to Grantors subject only to the right, permission and authority expressly granted to the Grantee in this instrument.

4. Title to the Permitted Improvements installed within the Public Utility Easement Tract by or on behalf of the Grantee or its successors, assigns and licensees shall vest solely in the Grantee.

5. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Public Utility Easement Tract to its original grade and condition.

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

7. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantors from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the Grantors (regardless of whether contingent,

direct, consequential, liquidated or unliquidated), and any and all claims, demands, suits and causes of action brought or raised against the Grantors, arising out of, resulting from, relating to or connected with: (i) any act or omission of the Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns at, on or about the Grantors' Property, and/or (ii) any breach or violation of this Easement on the part of the Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Grantors shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workers compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

8. The Grantee acknowledges that it has physically inspected the Public Utility Easement Tract and accepts the easement with full knowledge of their condition. Furthermore, the Grantee assumes sole and entire responsibility for any loss of life, injury to persons, or damage to property that may be caused by the Grantee's use of the Easement Tracts. The Grantee agrees to provide the Grantor a plat of survey showing the Grantors lots and the granted utility easement.

9. The Grantee agrees, upon completion of the installation of the Permitted Improvements, the Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of the Grantors' Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from the Grantors' Property that has been displaced by the placement of the Permitted Improvements. The Grantee shall require its contractor to compact the clay that is replaced in the excavated area and to improve or return the topography of the land to its original condition. The depth of topsoil after any construction activities shall be restored to its existing depth.

10. Upon acceptance of this easement agreement, the Grantor will receive an agreed upon sum of \$9,000.00 from the Grantee.

IN WITNESS WHEREOF, the Grantor hereunto sets its hand and seal this 3th day of March 2025.

ROMAN CATHOLIC DIOCESE. ST MARY NATIVITY Rouch A Hicks, Successon Touster Rome Colle Direce of Jolist This BY: ATTEST:

<u>ACKNOWLEDGEMENT</u>

STATE OF ILLINOIS)) SS. COUNTY OF WILL)

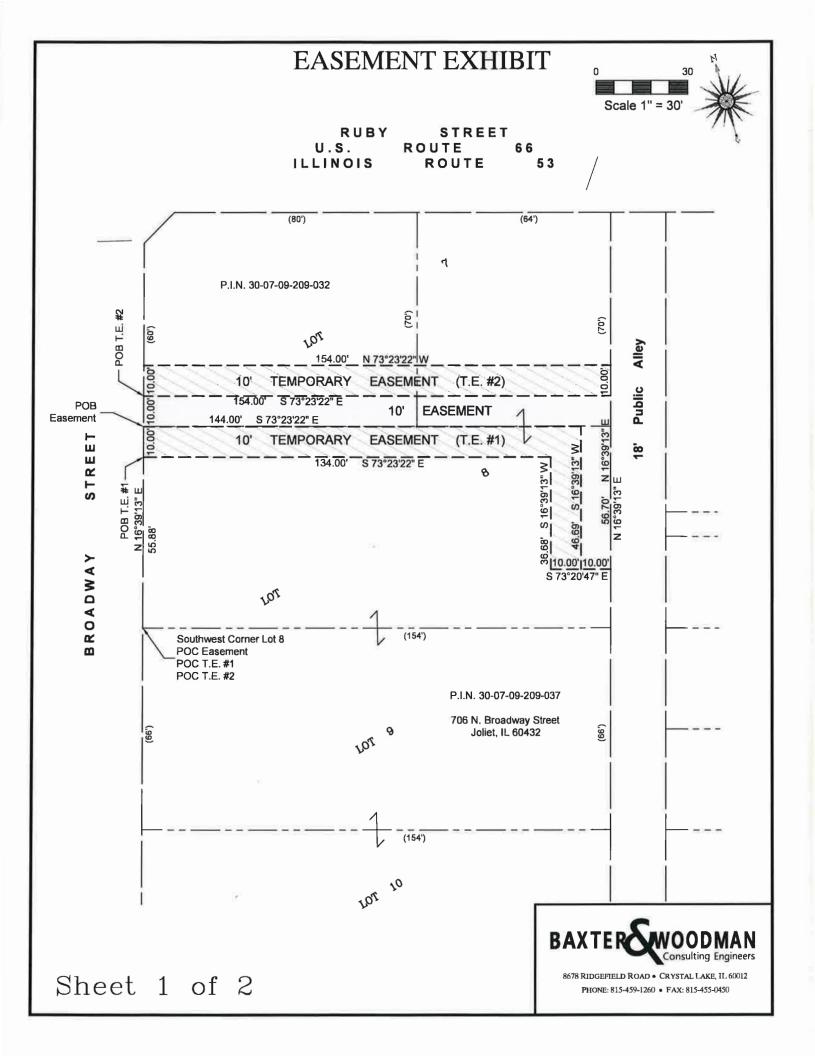
I, the undersigned, a Notary Public in and for the above County and State, do hereby certify that <u>MARY ANN MCLEAN CONSTOPLER NYE</u>, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Notary Public

PREPARED BY/RETURN TO THE GRANTEE:

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





EASEMENT EXHIBIT

10' TEMPORARY EASMENT (T.E. #1)

THAT PART OF LOTS 7 AND 8 IN BLOCK 11 IN NORTH JOLIET. BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 8, 55.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73 DEGREES 23 MINUTES 22 SECONDS EAST, 134.00 FEET; THENCE SOUTH 16 DEGREES 39 MINUTES 13 SECONDS WEST, 36,68 FEET; THENCE SOUTH 73 DEGREES 20 MINUTES 47 SECONDS EAST, 10.00 FEET; THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST, 46.69 FEET; THENCE NORTH 73 DEGREES 23 MINUTES 22 SECONDS WEST, 144.00 FEET TO A POINT ON THE

WESTERLY LINE OF SAID LOT 8: THENCE SOUTH 16 DEGREES 39 MINUTES 13 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 8, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS,

10' EASMENT

THAT PART OF LOTS 7 AND 8 IN BLOCK 11 IN NORTH JOLIET, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 8, 65.88 FEET TO THE POINT OF BEGINNING THENCE SOUTH 73 DEGREES 23 MINUTES 22 SECONDS EAST, 144,00 FEET; THENCE SOUTH 16 DEGREES 39 MINUTES 13 SECONDS WEST, 46.69 FEET, THENCE SOUTH 73 DEGREES 20 MINUTES 47 SECONDS EAST, 10.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 8: THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 8 56 70 FEET THENCE NORTH 73 DEGREES 23 MINUTES 22 SECONDS WEST, 154.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 8: THENCE SOUTH 16 DEGREES 39 MINUTES 13 SECONDS WEST ALONG THE WESTERLY LINE OF

SAID LOT 8, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

10' TEMPORARY EASMENT (T.E. #2)

THAT PART OF LOTS 7 AND 8 IN BLOCK 11 IN NORTH JOLIET, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8;

THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOTS 8 AND 7, 75.88 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 73 DEGREES 23 MINUTES 22 SECONDS EAST, 154.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 8;

THENCE NORTH 16 DEGREES 39 MINUTES 13 SECONDS EAST ALONG THE EASTERLY LINE OF SAIDLOT 8, 10.00 FEET;

THENCE NORTH 73 DEGREES 23 MINUTES 22 SECONDS WEST, 154.00 FEET TO A POINT ON THE WESTERI YLINE OF SAID LOT 8

THENCE SOUTH 16 DEGREES 39 MINUTES 13 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 8, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

STATE OF ILLINOIS COUNTY OF MCHENRY)

THIS IS TO CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE SAID PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS

Sheet 2 of

DATE: October 14, 2024 BY:

ANTHONY BIANCHIN, P.L.S., P.S.M PROFESSIONAL LAND SURVEYOR ILLINOIS NO. 035-003603

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2024

E. BIAN HONY E. BIANC PRC LAND SL STATE C. ILLINOIS ILLINOIS

11-30-2024

"LICENSE EXPIRES



8678 RIDGEFIELD ROAD . CRYSTAL LAKE, IL 60012 PHONE: 815-459-1260 . FAX: 815-455-0450



City of Joliet

Approver Report

File Number: 240-25

File ID:	240-25	Type: Resolution	Status: Agenda Ready	
In Control:	City Council Meeting		File Created: 03/20/2025	
Department:	rtment: Public Utilities		Final Action:	
Title:	 Resolution Accepting a Grant of Permanent and Temporary Easements for 706 North Broadway Street on the Broadway Street (Theodore St. to Ruby St.) Water Main Improvements Project 			

Agenda Date: 03/31/2025

Attachments: Resolution, AGR-706 Broadway Utility Easements-20250313.pdf Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/24/2025	Gina Logalbo	Approve	3/24/2025
1	2	3/25/2025	Allison Swisher	Approve	3/26/2025
1	3	3/25/2025	Kevin Sing	Approve	3/27/2025
1	4	3/25/2025	Todd Lenzie	Delegated	
1	5	3/25/2025	Gina Logalbo	Approve	3/27/2025
1	6	3/27/2025	Beth Beatty	Approve	3/27/2025





Memo

File #: 241-25

Agenda Date: 3/31/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Accepting a Grant of Permanent and Temporary Easements for 800 East Jackson Street on the Virginia Phase 1 Water Main Improvements Project

BACKGROUND:

The Virginia Phase 1 Water Main Improvements Project is planned for construction in 2025. In order to construct a portion of the project, permanent and temporary easements are required at 800 E. Jackson Street.

The Public Service Committee will review this matter.

CONCLUSION:

City staff have negotiated two temporary easements and one permanent easement with the owner of 800 E. Jackson Street. The attached easement agreement with the owner of 800 E. Jackson Street will provide access for the Virginia Phase 1 Water Main Improvements Project. The owner has accepted the appraised value for the easements of \$5,850.00.

<u>PIN</u>	ADDRESS	EASEMENT TYPE	<u>COST</u>
30-07-11-300-031	800 E. Jackson	10' Permanent	\$5,000.00
30-07-11-300-031	800 E. Jackson	10' Temporary	\$425.00
30-07-11-300-031	800 E. Jackson	10' Temporary	\$425.00

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$5,850.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the attached Resolution accepting the temporary and permanent easements from Nunez DEC TR, Diaz Ruben Adan, owner of 800 E. Jackson Street, Joliet, IL 60432 and authorizing payment in the amount of \$5,850.00.

RESOLUTION NO.

RESOLUTION ACCEPTING A GRANT OF PERMANENT AND TEMPORARY EASEMENTS FOR 800 E. JACKSON STREET ON THE VIRGINIA PHASE 1 WATER MAIN IMPROVEMENTS PROJECT

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

SECTION 1: The attached grant of permanent and temporary easements to the City of Joliet from:

Owner: Nunez DEC TR, Diaz Ruben Adan 30-07-11-300-031 is accepted.

PIN #:

SECTION 2: The City Clerk is directed to record the easement documents.

SECTION 3: Payment to the Owner in the amount of \$5,850.00 is authorized.

SECTION 4: This resolution shall take effect immediately upon its passage.

PASSED this ______ day of ______, 2025

MAYOR

CITY CLERK

VOTING YES

VOTING NO

NOT VOTING

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, NUNEZ DEC TR, DIAZ RUBEN NUNEZ ADAN; with an address at 800 E. Jackson Street., Joliet, IL 60432, for good and valuable consideration the receipt of which is hereby acknowledged, does by these premises hereby **GRANT and CONVEY** unto the Grantee, the **CITY OF JOLIET**, an Illinois Municipal Corporation, 150 West Jefferson Street, Joliet, Illinois 60432, a permanent non-exclusive public utility easement, but not limited to, the right to the construct, operate, maintain, replacement and relocation of a water main and related appurtenances (the "**Permitted Improvements**"), in, under, over, and upon the real property legally described as follows (the "**Public Utility Easement Tract**"):

10' PUBLIC UTILITY EASEMENT:

THAT PART OF LOT 12 IN MARKUS KRAKER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 88 DEGREES 25 MINUTES 22 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 12, 10.00 FEET TO THE POINT OF BEGINNING THENCE SOUTH 01 DEGREES 48 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 12, 129.67 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 88 DEGREES 41 MINUTES 57 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 12, 10.00 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 07 SECONDS WEST, 129.62 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE NORTH 88 DEGREES 25 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 12, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

10' TEMPORARY CONSTRUCTION EASEMENT #1:

THAT PART OF LOT 12 IN MARKUS KRAKER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 01 DEGREES 48 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 12, 129.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 88 DEGREES 41 MINUTES 57 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 12, 10.00 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 07 SECONDS WEST, 129.67 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE NORTH 88 DEGREES 25 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 12, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

10' TEMPORARY CONSTRUCTION EASEMENT #2:

THAT PART OF LOT 12 IN MARKUS KRAKER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 88 DEGREES 25 MINUTES 22 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 12, 20.00 FEET TO THE POINT OF BEGINNING THENCE SOUTH 01 DEGREES 48 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 12, 129.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 88 DEGREES 41 MINUTES 57

SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 12, 10.00 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 07 SECONDS WEST, 129.57 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE NORTH 88 DEGREES 25 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 12, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN: 30-07-11-300-031

An exhibit depicting the Public Utility Easement Tract is attached hereto as Exhibit "A" and incorporated herein by reference

Unless otherwise set forth herein, the easements 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 Grantors. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantors' 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 landscaping, fencing, brush, debris or similar material which conflict with the construction, maintenance or operation of Permitted Improvements installed in the Public Utility Easement Tract.

3. Full and complete title, ownership and use of the Public Utility Easement Tract are hereby reserved to Grantors subject only to the right, permission and authority expressly granted to the Grantee in this instrument.

4. Title to the Permitted Improvements installed within the Public Utility Easement Tract by or on behalf of the Grantee or its successors, assigns and licensees shall vest solely in the Grantee.

5. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Public Utility Easement Tract to its original grade and condition.

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

7. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantors from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the Grantors (regardless of whether contingent, direct, consequential, liquidated or unliquidated), and any and all claims, demands, suits and causes of action brought or raised against the Grantors, arising out of, resulting from,

relating to or connected with: (i) any act or omission of the Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns at, on or about the Grantors' Property, and/or (ii) any breach or violation of this Easement on the part of the Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Grantors shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workers compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

8. The Grantee acknowledges that it has physically inspected the Public Utility Easement Tract and accepts the easement with full knowledge of their condition. Furthermore, the Grantee assumes sole and entire responsibility for any loss of life, injury to persons, or damage to property that may be caused by the Grantee's use of the Easement Tracts. The Grantee agrees to provide the Grantor a plat of survey showing the Grantors lots and the granted utility easement.

9. The Grantee agrees, upon completion of the installation of the Permitted Improvements, the Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of the Grantors' Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from the Grantors' Property that has been displaced by the placement of the Permitted Improvements. The Grantee shall require its contractor to compact the clay that is replaced in the excavated area and to improve or return the topography of the land to its original condition. The depth of topsoil after any construction activities shall be restored to its existing depth.

10. Upon acceptance of this easement agreement, the Grantor will receive an agreed upon sum of \$5,850.00 from the Grantee.

IN WITNESS WHEREOF, the Grantor hereunto sets its hand and seal this 0.6. day of <u>MARCH</u>, 2025.

NUNEZ DEC TR, DIAZ RUBEN NUNEZ ADAN

BY: Gourthung rolan Allen-Smith

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ACKNOWLEDGEMENT

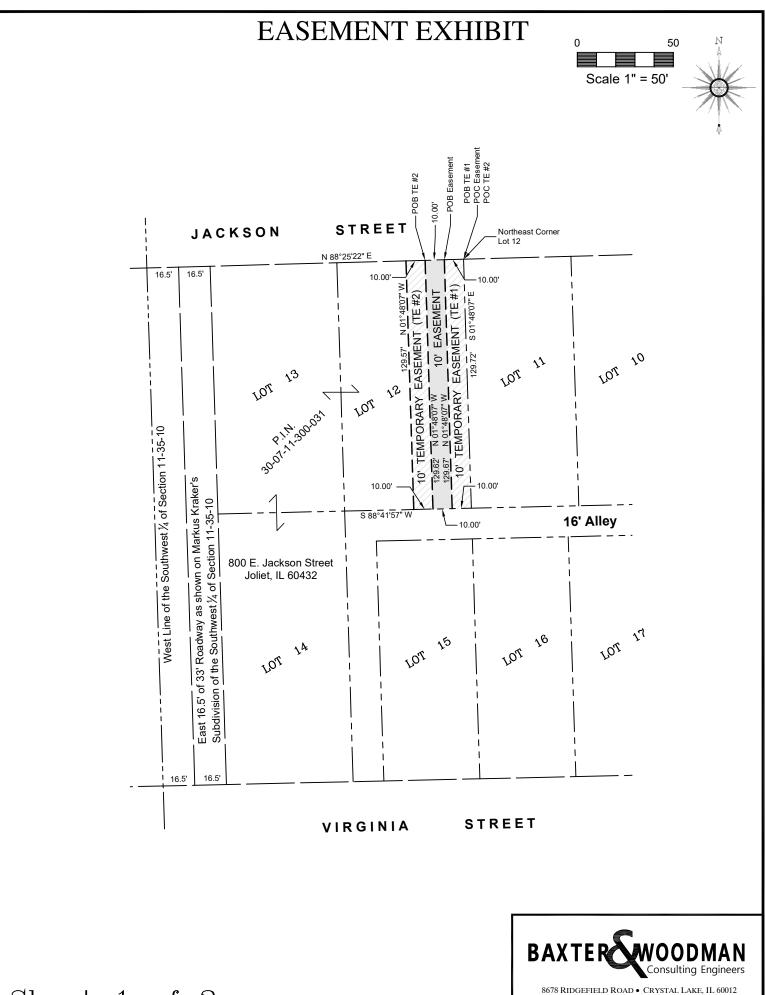
STATE OF ILLINOIS)) SS. COUNTY OF WILL)

I, the undersigned, a Notary Public in and for the above County and State, do hereby certify that _______, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

	A LANK.
TIFFANY ALLEN-SMITH Official Seal	Satant
Notary Public - State of Illinois My Commission Expires Mar 13, 2027	Notary Public

PREPARED BY/RETURN TO THE GRANTEE: City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432

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Sheet 1 of 2

3678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 6001: PHONE: 815-459-1260 • FAX: 815-455-0450

EASEMENT EXHIBIT

10' TEMPORARY EASMENT (T.E. #1)

THAT PART OF LOT 12 IN MARKUS KRAKER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 01 DEGREES 48 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 12, 129.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 88 DEGREES 41 MINUTES 57 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 12, 10.00 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 07 SECONDS WEST, 129.67 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE NORTH 88 DEGREES 25 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 12, 10.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

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COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12;

THENCE SOUTH 88 DEGREES 25 MINUTES 22 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 12, 10:00 FEET TO THE POINT OF BEGINNING

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8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012 PHONE: 815-459-1260 • FAX: 815-455-0450



City of Joliet

Approver Report

File Number: 241-25

File ID:	241-25	Type: Resolution	Status: Agenda Ready
In Control:	City Council Meeting		File Created: 03/20/2025
Department:	Public Utilities		Final Action:
Title:	Resolution Accepting a Grant of Permanent and Temporary Easements for 800 East Jackson Street on the Virginia Phase 1 Water Main Improvements Project		
			Agenda Date: 03/31/2025

Attachments: Resolution, 800 E Jackson Easement executed with Exhibit revised.pdf
Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/24/2025	Gina Logalbo	Approve	3/24/2025
1	2	3/25/2025	Allison Swisher	Approve	3/26/2025
1	3	3/25/2025	Kevin Sing	Approve	3/27/2025
1	4	3/25/2025	Todd Lenzie	Delegated	
1	5	3/25/2025	Gina Logalbo	Approve	3/27/2025
1	6	3/27/2025	Beth Beatty	Approve	3/27/2025



Memo

File #: TMP-8420

Agenda Date: 3/31/2025

CITY OF JOLIET

INTEROFFICE MEMORANDUM

March 21, 2025

TO: Public Service Committee

FROM: Allison Swisher, P.E., Director of Public Utilities

SUBJECT: Report on Utilities' Maintenance Activities

The following maintenance activities have been conducted since last reported at the March 3, 2025, Public Service Meeting:

<u>Hydrant Repairs</u>: Four hydrants have been repaired. There are currently 52 out of service hydrants (0.6% of 8351) and 38 hydrants that are operational but need repairs (0.5% of 8351).

Valve Repairs: Two valves have been reset or repaired.

<u>Water Main Breaks</u>: Ten water main breaks have been repaired. For 2025 there have been a total of 54 water main breaks. For the same period of time, we had 47 water main breaks in 2024, 26 in 2023, 88 in 2022, 86 in 2021, 34 in 2020, 98 in 2019, and 97 in 2018.

There was one new contracted service. On March 6th, Austin Tyler repaired a water main break located on Jackson Street, under the bridge for Spring Creek. The city Water Foreman requested a contractor due to the difficulty of the repair.