



# City of Joliet

## Public Service Committee

### Meeting Agenda

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

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**Monday, June 2, 2025**

**4:30 PM**

**City Hall, Council Chambers**

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Citizens who are unable to attend the meeting can email comments in advance of the meeting to [publiccomment@joliet.gov](mailto:publiccomment@joliet.gov).

#### ROLL CALL

#### APPROVAL OF MINUTES

Public Service Minutes 05/19/2025

**[TMP-8664](#)**

**Attachments:** [051925 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

Award of Contract for the Advanced Traffic Management System  
Phase B Project - MFT Section Number 21-00546-03-TL to H&H  
Electric Co. in the Amount of \$648,969.63

**[324-25](#)**

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

Award of Contract for the 2025 Sewer Cleaning and Inspection Program to Pipe View America in the Amount of \$528,650.00 and a Professional Services Agreement for Professional Engineering and Field Inspection Services to RJN Group Inc. in the Amount of \$98,500.00 [325-25](#)

**Attachments:** [2025 Sewer Cleaning Map.docx](#)  
[Agreement - 2025 Sewer Cleaning and Televising - RJN Signed w Proposal - Revised.pdf](#)  
[Approver Report](#)

Award of Professional Services Agreement for the 2025 Force Main Design and Cleaning Program to RJN Group Inc. in the Amount of \$31,900.00 [326-25](#)

**Attachments:** [Agreement - 2025 Forcemain Program - RJN Signed w Proposal - Revised.pdf](#)  
[Approver Report](#)

Award of Professional Services Agreement for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvement Project - MFT Section No. 19-00522-00-BR to Ciorba Group, Inc. in the Amount of \$397,566.00 [327-25](#)

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

## CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approval of Change Order No. 1 for the Krings Acres Phase 2A Water Main Improvements Project to J Congdon Sewer Services for a Decreased Amount of (\$106,099.20) [329-25](#)

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

Approval of Change Order No. 1 for the Fairmont Water and Sewer Extension Project to Steve Spiess Construction Inc. for a Decreased Amount of (\$745,046.58) [330-25](#)

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

Approval of Change Order No. 2 for the 2024 Sidewalk / Curb Replacement Project - East Joliet on behalf of Davis Concrete Construction Co. for Adjustments to the Project Completion Date

[331-25](#)

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

## ORDINANCES AND RESOLUTIONS

Resolution Appropriating Rebuild Illinois Bond Funds for the Advanced Traffic Management System Phase B Project - MFT Section Number 21-00546-03-TL in the Amount of \$648,969.63

[339-25](#)

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

Resolution Approving Amendment No. 2 to the Agreement Between the City of Joliet and the Forest Preserve District of Will County for Services Related to the Hollywood Road / Houbolt Road (I-80 - US Route 6) Interchange Modifications and Roadway Reconstruction Project

[340-25](#)

**Attachments:** [Resolution](#)  
[FPDWC Houbolt IGA Amendment 2 Document.pdf](#)  
[Approver Report](#)

Resolution Adopting an Intergovernmental Agreement for the Routine Maintenance of State Routes Located Within the City of Joliet

[341-25](#)

**Attachments:** [Resolution](#)  
[IDOT Municipal Street Maintenance IGA.pdf](#)  
[Approver Report](#)

Resolution Appropriating Motor Fuel Tax Funds for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvement Project - MFT Section No. 19-00522-00-BR in the Amount of \$397,566.00

[342-25](#)

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

Resolution Approving an Agreement with the Illinois Department of Transportation for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvement Project - MFT Section No. 19-00522-00-BR in the Amount of \$397,566.00

[343-25](#)

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

[LPA AGREEMENT D-91-327-20.pdf](#)

[Approver Report](#)

Resolution Appointing an Alternate Commissioner to the Grand Prairie Water Commission

[344-25](#)

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

[Approver Report](#)

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

### **PUBLIC COMMENT**

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

### **ADJOURNMENT**

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



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** TMP-8664

**Agenda Date:**6/2/2025

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# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432



## Meeting Minutes - Pending Approval

Monday, May 19, 2025

4:30 PM

City Hall, Council Chambers

### Public Service Committee

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

**ROLL CALL**

**Present** Councilman Larry E. Hug and Councilman Pat Mudron  
**Absent** Councilwoman Sherri Reardon

**ALSO PRESENT:**

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

**APPROVAL OF MINUTES**

**Public Service Minutes 05/05/2025**

**[TMP-8597](#)**

Attachments: [05052025 Public Service Minutes.pdf](#)

A motion was made by Councilman Pat Mudron, seconded by Councilman Larry E. Hug, to approve the 05/05/2025 Public Service Minutes. The motion carried by the following vote:

**Aye:** Councilman Hug and Councilman Mudron

**Absent:** Councilwoman Reardon

**CITIZENS TO BE HEARD ON AGENDA ITEMS**

No one present at this time.

**CONTRACTS**

**Award of Contract for the 2025 School Zone Flasher Materials Purchase Order No. 1 to Mobotrex, Inc. in the Amount of \$41,597.00**

**[306-25](#)**

Attachments: [Approver Report](#)

Greg Ruddy, Public Works Director, discussed the 2025 School Zone Flasher Materials Purchase Order No. 1, in the amount of \$41,597.00, from Mobotrex, Inc.

**Award of Professional Services Agreement for Phase I Engineering Services for the Abe Street Bridge over Spring Creek Improvement Project - MFT Section No. 14-00475-00-BR to Willett, Hoffman, & Associates, in the Amount of \$38,782.00**

**[308-25](#)**

Attachments: [Approver Report](#)

Greg Ruddy discussed the Professional Services Agreement for Phase I Engineering Services for the Abe Street Bridge over Spring Creek Improvement Project, in the amount of \$38,782.00, to Willett, Hoffman, & Associates.

**Approval of Purchase of Water Metering Equipment from Core & Main LP in the Amount of \$42,300.00**

**[310-25](#)**

Attachments:     [Approver Report](#)

Anthony Anczer, Deputy Director Engineering, discussed the purchase of additional meter equipment, in the amount of \$42,300.00, from Core & Main LP.

**Approval of Purchase of Two (2) Twenty-Four-Inch DeZURIK Check Valves from LAI & Associates Inc. in the Amount of \$36,300.00** [311-25](#)

Attachments:     [Approver Report](#)

Anthony Anczer discussed the purchase of two twenty-four inch DeZurik Check Valves, in the amount of \$36,300.00, from LAI & Associates Inc.

**Approval of Purchase of a John Deere Mower Assembly from Shorewood Home & Auto in the Amount of \$122,644.38** [312-25](#)

Attachments:     [Approver Report](#)

Greg Ruddy discussed the purchase of a John Deere Mower Assembly, in the amount of \$122,644.38, from Shorewood Home & Auto.

**Approval of Purchase and Installation of Three (3) One-Ton Dump Bodies from Henderson Products Inc. in the Amount of \$162,424.00** [313-25](#)

Attachments:     [Approver Report](#)

Greg Ruddy discussed the purchase of three One-Ton Dump Bodies, in the amount of \$162,424.00, from Henderson Products Inc.

A motion was made by Councilman Pat Mudron, seconded by Councilman Larry E. Hug, to recommend 306-25, 308-25, 310-25, 311-25, 312-25, and 313-25 for approval by full Council. The motion carried by the following vote:

**Aye:**                      Councilman Hug and Councilman Mudron

**Absent:**                 Councilwoman Reardon

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

**Approval of Amendment No. 3 for the Phase I Engineering Services for the Abe Street Bridge over Spring Creek Improvement Project - MFT Section No. 14-00475-00-BR to Willett, Hoffman, & Associates, a Deduction in the Amount of (\$14,035.08), and Payment Request No. 26 and Final in the Amount of \$6,335.45** [309-25](#)

Attachments:     [Approver Report](#)

Greg Ruddy discussed Amendment No. 3 for the Phase I Engineering Services for Abe Street Bridge over Spring Creek, in the amount of (14,035.08), to Will

**Approval of Change Order No. 1 for the 2024 Sidewalk / Curb** [314-25](#)



**Replacement Project - Central Joliet on Behalf of D  
Construction Inc. for Adjustments to the Project Completion  
Date**

Attachments:     [Approver Report](#)

Greg Ruddy discussed Change Order No. 1 which is a zero dollar time extension.

**Approval of Change Order No. 2 for the 2024 Sidewalk / Curb  
Replacement Project - Far West Joliet on Behalf of D  
Construction Inc. for Adjustments to the Project Completion  
Date**

[315-25](#)

Attachments:     [Approver Report](#)

Greg Ruddy discussed Change Order No. 2, a zero dollar change, to extend contract dates.

A motion was made by Councilman Pat Mudron, seconded by Councilman Larry E. Hug, to recommend 309-25, 314-25, and 315-25 for approval by full Council. The motion carried by the following vote:

**Aye:**                     Councilman Hug and Councilman Mudron

**Absent:**                 Councilwoman Reardon

## **ORDINANCES AND RESOLUTIONS**

**Resolution Accepting a Grant of Permanent Easement on  
South Eastern Avenue for the Heggie Park Phase I Water  
Main Improvements Project**

[320-25](#)

Attachments:     [Resolution](#)  
                          [South Eastern Avenue Utility Easement Signed.pdf](#)  
                          [Easement Exhibit - Eastern Avenue \(30-07-15-308-010\)](#)  
                          [\(Sealed\).pdf](#)  
                          [Approver Report](#)

Anthony Anczer discussed Accepting a Grant of Permanent Easement on South Eastern Avenue, in the amount of \$4,100.00, for the Heggie Park Phase I Water Main Improvements Project.

**Resolution Appropriating Supplemental Motor Fuel Tax  
Funds for the Phase 1 Engineering Services for the Abe  
Street Bridge over Spring Creek Improvement Project - MFT  
Section No. 14-00475-00-BR**

[321-25](#)

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

Greg Ruddy discussed.

**Resolution Requesting the Closure of State Route 171 for  
the 2025 Mexican Independence Day Parade****[323-25](#)**

Attachments:    [Resolution](#)  
                         [Parade Map 1.pdf](#)  
                         [Approver Report](#)

Greg Ruddy discussed the State Route 171 temporary closure for a parade to take place on September 13, 2025 at 1 pm.

A motion was made by Councilman Pat Mudron, seconded by Councilman Larry E. Hug, to recommend 320-25, 321-25, and 323-25 for approval by full Council. The motion carried by the following vote:

**Aye:**                      Councilman Hug and Councilman Mudron

**Absent:**                 Councilwoman Reardon

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

None at this time.

**PUBLIC COMMENT**

No one present at this time.

**ADJOURNMENT**

A motion was made by Councilman Pat Mudron, seconded by Councilman Larry E. Hug, to adjourn. The motion carried by the following vote:

**Aye:**                      Councilman Hug and Councilman Mudron

**Absent:**                 Councilwoman Reardon



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

**File #:** 324-25

**Agenda Date:** 6/3/2025

**TO:** Mayor and City Council

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

**SUBJECT:**

Award of Contract for the Advanced Traffic Management System Phase B Project - MFT Section Number 21-00546-03-TL to H&H Electric Co. in the Amount of \$648,969.63

**BACKGROUND:**

The 2025 City Budget includes funding for the City's Advanced Traffic Management System (ATMS) - Phase B Project. This project is the second phase of planned improvements to modernize the City's traffic signal systems. The existing traffic signal system is a closed-loop signal system that has exceeded its end of life, and uses dated hardware, software, and communications technology. The existing system can no longer keep pace with traffic demands in the region and does not support modern traffic management solutions (equipment, software, and data analytics) to facilitate safe and efficient traffic flow.

This ATMS project will include the installation of new traffic signal controllers and central management software that utilizes a new Ethernet-based communications network to allow the City, IDOT and other stakeholders to remotely manage traffic signals and traffic flow throughout the region. The new system will replace existing closed loop systems (controllers, modems, and communication network) which have been installed throughout the City dating back to the 1980s. Existing communication cable and conduit will be used to the extent possible to provide an upgraded Ethernet communication backbone to support the ATMS.

The Public Service Committee will review this matter.

**CONCLUSION:**

On Friday, May 16, at 10:00 A.M., two (2) bids were received for the Advanced Traffic Management System Phase B Project. The bid summary is as follows:

**CONTRACTOR**

H&H Electric Co.

Meade Electric Company

Engineer's Estimate

**BID AMOUNT**

\$648,969.63

\$876,812.12

\$832,467.90

The low bid by H&H Electric, in the amount of \$648,969.63, is 22.04% below the engineer's estimate.

Sufficient funds exist utilizing the Motor Fuel Tax Fund / Infrastructure (Org 20090270, Object 557200, \$648,969.63).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council award a Contract for the Advanced Traffic Management System - Phase B Project in the amount of \$648,969.63 to H&H Electric Co.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 324-25**

**File ID:** 324-25

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Works

**Final Action:**

**Title:** Award of Contract for the Advanced Traffic Management System Phase B Project - MFT Section Number 21-00546-03-TL to H&H Electric Co. in the Amount of \$648,969.63

**Agenda Date:** 06/03/2025

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/23/2025	Gina Logalbo	Approve	5/26/2025
1	2	5/23/2025	Greg Ruddy	Approve	5/27/2025
1	3	5/27/2025	Kevin Sing	Approve	5/28/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/29/2025	Beth Beatty	Approve	5/29/2025



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

**File #:** 325-25

**Agenda Date:** 6/3/2025

**TO:** Mayor and City Council

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

**SUBJECT:**

Award of Contract for the 2025 Sewer Cleaning and Inspection Program to Pipe View America in the Amount of \$528,650.00 and a Professional Services Agreement for Professional Engineering and Field Inspection Services to RJN Group Inc. in the Amount of \$98,500.00

**BACKGROUND:**

The annual sanitary sewer cleaning and inspection program focuses on both preventive maintenance and planning for future capital improvements. The program in 2025 includes thorough cleaning of approximately 26 miles of sewer mains and removal of any flow obstructions caused by tree roots, protruding service taps, or deteriorating pipe. The areas that are proposed for cleaning and inspection in the 2025 program are shown in the attached exhibit. Sewer cleaning is critical to maintaining efficient sewer flow and service reliability. The associated robotic video inspection process will document the cleaning process and provide valuable data for planning short-term and long-term rehabilitation projects. The inspection and cleaning program will begin in June and be completed by the end of the year. This is the final year of small diameter sewer cleaning and televising to complete the inspection of the system.

The Public Service Committee will review this matter.

**CONCLUSION:**

On Thursday, May 15, 2025, at 10:00 a.m., four (4) sealed bids were opened for the 2025 Sewer Cleaning and Inspection Program. The bid summary is as follows:

<b><u>CONTRACTOR</u></b>	<b><u>BID AMOUNT</u></b>
Pipe View America	\$528,650.00
Visu-Sewer of Illinois	\$620,370.00
National Power Rodding	\$639,700.00
Precision Infrastructure	\$957,050.00
Engineer's Estimate	\$647,310.00

The low bid from Pipe View America, in the amount of \$528,650.00, is 18.3% below the engineer's estimate. Pipe View America has completed similar services for nearby municipalities and received a good reference from the City of Aurora. Funds will be charged to the Water & Sewer Operations Fund / Contractual Services (Org 50080020, Object 524200, \$528,650.00).

Additionally, Staff requested a proposal from RJN Group Inc. to supplement City staff for field inspection and professional engineering services required for the project. RJN Group Inc. has performed a similar role since 2015 and has assisted in conducting the Sanitary Sewer Investigation and Rehabilitation Program since 2014. RJN Group Inc. provided a proposal, in the amount of \$98,500.00, to provide these services. The scope of work that RJN Group Inc. will provide generally consists of project management, field engineering services and completing GIS updates.

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 Operations Fund / Professional Services (Org 50080020, Object 523300, \$98,500.00).

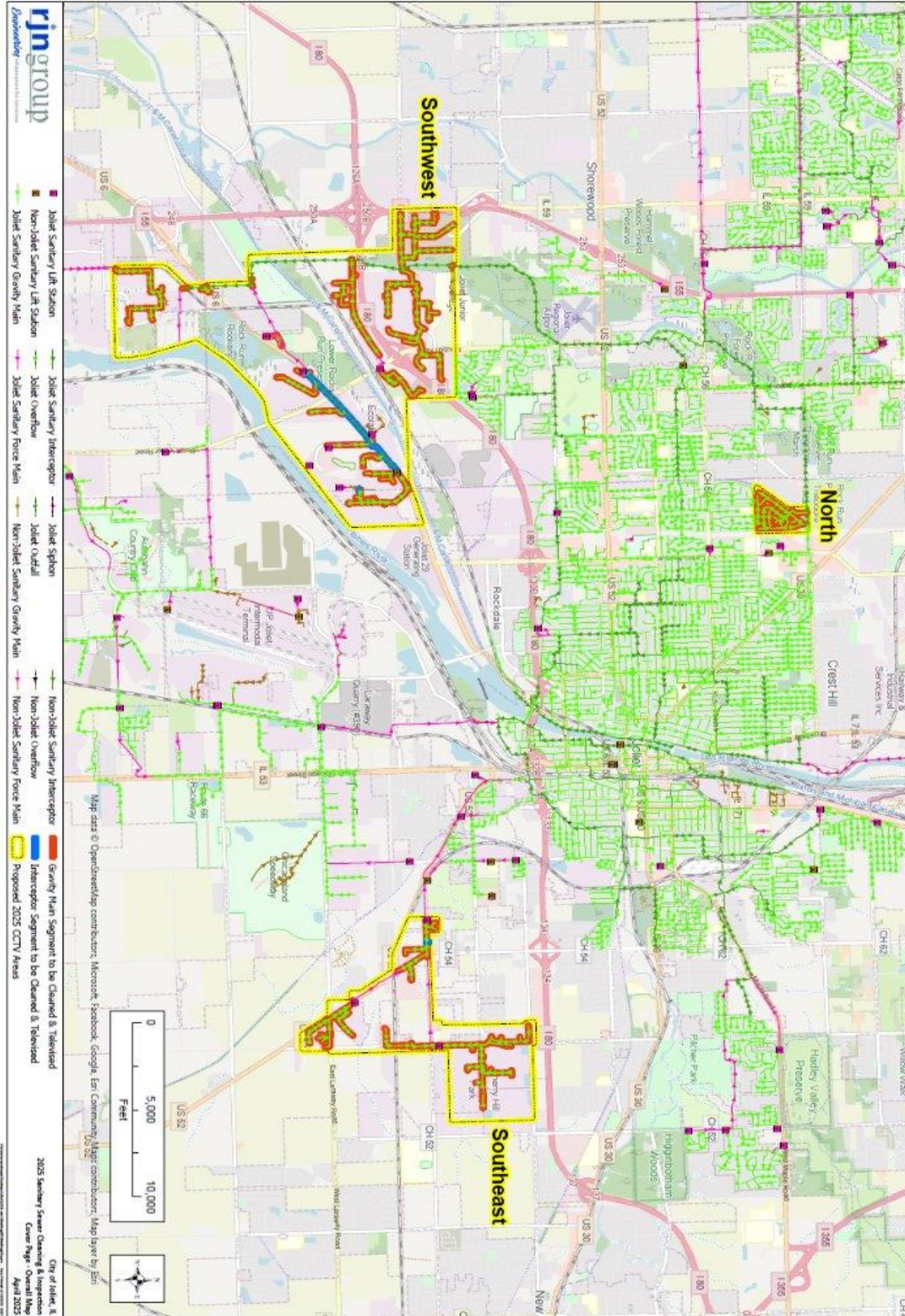
**RECOMMENDATION:**

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

1. Award the Contract for the 2025 Sewer Cleaning and Inspection Program, in the amount of \$528,650.00, on behalf of Pipe View America.
2. Award the Professional Services Agreement for Professional Engineering and Field Inspection Services, in the amount of \$98,500.00, on behalf of RJN Group Inc.



# 2025 Sewer Cleaning and Inspection Program





## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, MADE AS OF THIS 3rd day of June, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and RJN Group Inc., (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 Letter Proposal dated May 2<sup>nd</sup>, 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 City's facilities 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 \$98,500.00

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 150 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 complete 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.

## SECTION 7 – INSURANCE

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 or 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

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

H. Elizabeth Beatty

City Manager

Date: \_\_\_\_\_

ATTEST:

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

Lauren O'Hara

City Clerk

Date: \_\_\_\_\_

RJN GROUP, INC.

By: Michael N. Young

Name: Michael N. Young

Title: Senior Vice President

Date: 5/19/2025



May 2, 2025

Mr. Owen Dean, P.E.  
Department of Public Utilities  
City of Joliet  
150 West Jefferson Street  
Joliet, Illinois 60432

**SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR:  
2025 SEWER CLEANING AND TELEVISIONING PROGRAM MANAGEMENT**

Dear Mr. Dean:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the City of Joliet (City) for contract management and field inspection services on the 2025 Sewer Cleaning and Televisioning Program.

**PROJECT UNDERSTANDING AND APPROACH**

The City of Joliet has established an annual program to clean and televise approximately 6-8% of their collection system in order to provide maintenance and inspections needed to assess the condition of an aging sewer system.

In April 2025, RJN Group, Inc. assisted the City of Joliet in preparing contract documents for cleaning and televising, while making sure the contract had the necessary language, exhibits and requirements for a large-scale cleaning and televising program.

The 2025 program includes cleaning and closed-circuit sewer televising (CCTV) in the City of Joliet, covering approximately **140,000 linear feet of sanitary sewer**, primarily made of polyvinyl chloride (PVC) and vitrified clay (VCP), ranging from 6" to 24" in diameter. Additionally, the contract with the CCTV contractor includes **200 hours of on-call labor**.

Because a significant part of the City's current asset assessment and future programs are reliant on this information, getting quality usable data is important, as it will help to direct future maintenance activities and rehabilitation projects.

Based on a thorough review of data submittals from previous cleaning and televising contracts it has been determined that on-site visits as well as program management is needed to ensure the following:

- The terms of the agreement are being met.
- Invoicing and records are reported accurately.
- The work is performed properly.
- And that deficiencies in the work are quickly addressed.



Some of the issues encountered in previous cleaning contracts in the City included segments of sewer not being jetted but still billed for cleaning, double billing for televised sewers, missed sewers in critical study areas, unorganized and incomplete data submissions, missing deliverables, and misidentified videos and reports.

## ASSURING QUALITY AND SAFETY

### Quality Assurance/Quality Control

Our design processes adhere to stringent Quality Assurance and Quality Control (QA/QC) protocols to ensure the highest standards of accuracy and reliability. We implement a multi-tiered review system, where each design phase undergoes thorough checks by experienced engineers and project managers. This includes peer reviews and adherence to industry standards and regulatory requirements.

### Clarity®

Using Clarity®, RJN's in-house built data management and reporting software, the City will have access to fully transparent CCTV data.



### Safety

As an employee-owned firm, RJN's commitment to the safety of our employees, City staff, and the public is paramount. RJN demonstrates that commitment to safety in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Every project follows RJN's health and safety guidelines when completing any field work.

## PRICE AND SCHEDULE SUMMARY

RJN will invoice for this project monthly on a Time and Material Basis for a total not-to-exceed fee of **\$98,500** as outlined in Exhibit B. RJN is ready to begin the project immediately upon an agreement with the City, and the CCTV inspection is expected to be completed by January 2, 2026. Complete Scope of Service, Pricing, and Schedule are provided in the following exhibits:

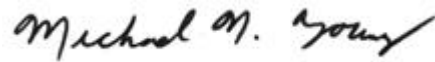
- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Map

We are looking forward to the opportunity to work with the City of Joliet on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact me at (847) 899-8723 or [ygallin@rjnmail.com](mailto:ygallin@rjnmail.com) if you would like to discuss this proposal or have any questions.

Sincerely,



Yann Gallin  
Principal Project Manager



Michael N. Young, P.E.  
Senior Vice President



## EXHIBIT A

### SCOPE OF SERVICES

---

RJN is proposing the following scope of services to conduct the 2024 Sewer Cleaning and Televising Program for the City of Joliet.

1. Pre-inspection Assistance:
  - a. Attend pre-inspection kickoff meeting. Prepare and distribute meeting minutes.
  - b. Provide Contractor with hardcopy inspection maps and a digital PDF for each area selected for inspection including zoomed in maps for complicated map areas, additional maps for multiple crews, maps for punch-lists and maps for added work areas.
2. RJN will provide part-time inspection observation and management throughout the project. RJN plans to be on-site part-time, dedicating **up to 8 hours per week** to on-site inspection and progress monitoring while the contractor is working. With an estimated **six-month** cleaning and televising period, we anticipate **a total of 208 hours** (26 weeks x 8 hours per week) for field inspection and progress monitoring.
3. RJN will provide part-time, on-site inspection observation and progress monitoring during the contractor's 'on-call labor' hours. As discussed with the City, this proposal includes a total of **100 hours** for field inspection and progress monitoring, covering the 200 on-call labor hours in line with the bid quantity.
4. RJN will maintain weekly contact with the Contractor to monitor progress and ensure study areas are completed. RJN will provide a cursory review of the Contractor's televising videos and reports when submitted.
5. RJN will confirm and make any mapping updates identified by sewer inspection crews and incorporate those changes into the City's GIS.
6. Confirm that the PACP coded database provided by the Contractor is accurate and matches the GIS mapping updates.
7. Provide documentation of the inspection activities, including maintaining a project journal of inspector daily reports and taking digital photographs of the project.
8. Attend bi-monthly progress meetings with the City and the Contractor. Prepare agenda and meeting minutes for each bi-monthly meeting.
9. Provide periodic inspection of traffic control measures, inspect easement areas before and after work is completed to ensure no damage is done to public or private property.
10. RJN will submit biweekly project updates to the City.
11. RJN will ensure that the televising contractor completes the cleaning and sewer inspection in accordance with the City contract and that all submittals are organized and completed.
12. Provide a comprehensive review of missing CCTV from previous CCTV contracts.

13. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout services.
14. Provide general project management throughout the duration of the project.
15. Meet with City staff as necessary to discuss the progress of the project.

### **Items Requested from the City**

1. Updated GIS geodatabases and/or shape files for the sanitary sewer collection system.
2. Assistance with traffic control in high traffic areas, as necessary.



## EXHIBIT B PRICING

Pricing for the 2025 Sewer Cleaning and Televising Program is as follows:

**Pricing Terms for Invoicing:** Time & Material basis using the fee schedule below at a multiplier of 2.9 for Task 1002 and a multiplier of 3.0 for all other tasks for an overall estimated billing of \$98,500. RJN vehicles will be charged \$60 per day when used on site.

**Not-To-Exceed Total Cost: \$98,500**

### COST SCHEDULE

Task	Task Description	Cost
1001	Pre-Inspection Assistance & Inspection Maps	\$3,700
1002	Field Inspection and Progress Monitoring	\$40,600
1003	Scheduling, Quantity Tracking and Data review	\$18,000
1004	Submittal Review and Invoice Review	\$9,200
1005	Punch List & Project Closeout	\$5,900
1006	Mapping Updates, GIS Deliverables & GIS missing CCTV	\$8,000
1007	Program Management & Meetings	\$13,100
	<b>TOTAL</b>	<b>\$98,500</b>

### PROPOSAL OPTIONS

1. This Proposal can be amended to include additional work upon joint approval by the City and RJN.



## EXHIBIT C

### PROPOSED SCHEDULE

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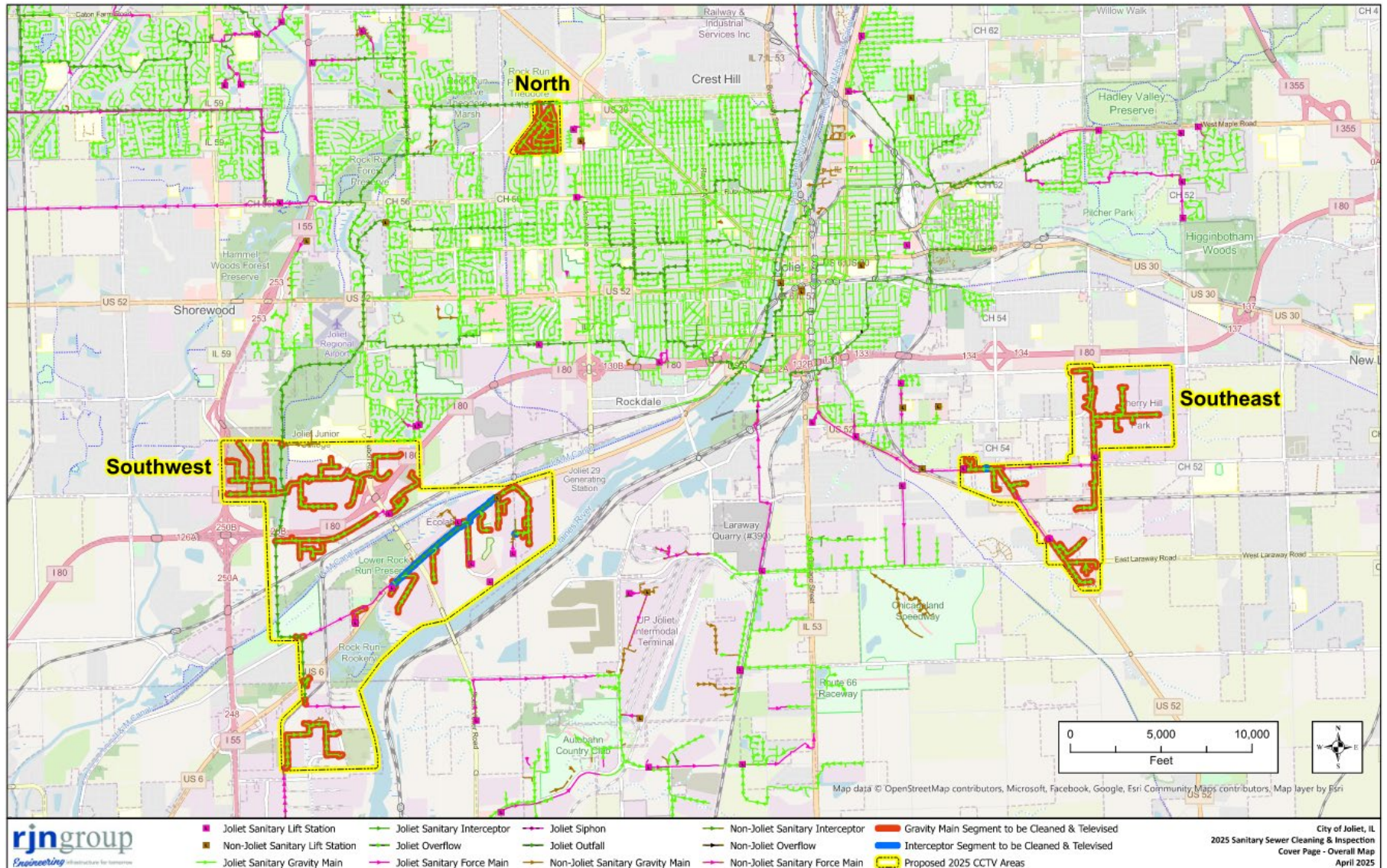
RJN is prepared to attend a Pre-Inspection Kickoff Meeting as soon as the City has picked a date and is prepared to begin review and observation upon a notice-to-proceed and when the televising Contractor is ready to begin work. It is our understanding that the CCTV inspection is expected to be completed by **January 2, 2026**.





## EXHIBIT D

### 2025 CCTV AREA MAP





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 325-25**

**File ID:** 325-25

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Utilities

**Final Action:**

**Title:** Award of Contract for the 2025 Sewer Cleaning and Inspection Program to Pipe View America in the Amount of \$528,650.00 and a Professional Services Agreement for Professional Engineering and Field Inspection Services to RJN Group Inc. in the Amount of \$98,500.00

**Agenda Date:** 06/03/2025

**Attachments:** 2025 Sewer Cleaning Map.docx, Agreement - 2025  
Sewer Cleaning and Televising - RJN Signed w  
Proposal - Revised.pdf

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/27/2025	Gina Logalbo	Approve	5/29/2025
1	2	5/27/2025	Allison Swisher	Approve	5/29/2025
1	3	5/27/2025	Kevin Sing	Approve	5/29/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/29/2025	Beth Beatty	Approve	5/29/2025





## Memo

**File #:** 326-25

**Agenda Date:** 6/3/2025

**TO:** Mayor and City Council

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

**SUBJECT:**

Award of Professional Services Agreement for the 2025 Force Main Design and Cleaning Program to RJN Group Inc. in the Amount of \$31,900.00

**BACKGROUND:**

On February 6, 2024 the Mayor and City Council awarded the 2024 Force Main and Assessment Program to RJN Group Inc. The assessment was for the Millsdale Lift Station Force Main, Route 66 Lift Station Force Main, and the Cherry Hill Lift Station Force Main. The results of this assessment showed that the Cherry Hill Lift Station Force Main and the Millsdale Lift Station Force Main both had significant air pockets and settled debris in the pipe which results in lost capacity. It is recommended that additional air release valves be installed on both force mains and ice pigging be completed to clean the debris.

The Public Service Committee will review this matter.

**CONCLUSION:**

RJN Group Inc. has provided a proposal to complete design and bidding services for the construction of the new air release valves and ice pigging services for the not-to-exceed amount of \$31,900.00.

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 to the Water & Sewer Improvement Fund / Lift Stations / Professional Services (Org 50180031, Object 557200, \$31,900.00, Project Code 25035).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve the Professional Services Agreement for the 2025 Force Main Design and Cleaning Program, in the amount of \$31,900.00, on behalf of RJN Group Inc.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, MADE AS OF THIS 3<sup>rd</sup> day of June, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and RJN Group Inc., (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 Letter Proposal dated May 8, 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 City's facilities 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 \$31,900.00

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 60 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 complete 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.

## SECTION 7 – INSURANCE

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

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#### 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

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

H. Elizabeth Beatty

City Manager

Date: \_\_\_\_\_

ATTEST:

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

Lauren O'Hara

City Clerk

Date: \_\_\_\_\_

RJN GROUP, INC.

By: Michael N. Young

Name: Michael N. Young

Title: Senior Vice President

Date: 5/19/2025





May 8, 2025

Mr. Owen Dean, P.E.  
Department of Public Utilities  
City of Joliet  
150 West Jefferson Street  
Joliet, Illinois 60432

**SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES  
2025 FORCE MAIN DESIGN AND CLEANING PROGRAM**

Dear Mr. Dean:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the City of Joliet (City) for professional engineering design and bidding services for the City's Millsdale and Cherry Hill force mains.

These force mains were previously assessed internally by RJN in 2024 using INGU Pipers® technology.

Force Main	Age (years)	Diameter (in)	Material	Length (LF)
Millsdale	2006	8	PVC	5,312
Cherry Hill	2005	10	HDPE	5,513

**KEY PROJECT GOALS AND OBJECTIVES**

The primary objective of this project is to enhance the performance of two nonmetallic pressure pipelines, Cherry Hill and Millsdale. RJN will provide comprehensive design and bidding services for ice pigging and the installation of air release valves (ARVs) on the Millsdale and Cherry Hill force mains, guided by the results of the 2024 force main inspections. Implementing ice pigging and ARV installations on the Millsdale and Cherry Hill force mains will extend their operational lifespan and optimize the performance of their associated lift stations.

This proposal of services pertains to the following:

#### A. Design and Bidding Services - Millsdale and Cherry Hill Force Mains

The 2024 in-line screening assessment conducted by RJN identified significant debris buildup and minor air pockets in both the Millsdale and Cherry Hill force mains. As nonmetallic pipelines, they are well-suited for ice pigging. This project includes professional engineering design and bidding services for ice pigging and ARV installations, **with two ARVs planned for the Cherry Hill force main and one for the Millsdale force main.**

In addition, the City is planning to replace all site process piping for the Millsdale Lift Station and has partnered with Engineering Solutions Team to provide plan sheets, details, and specifications for this work. As part of this proposal, RJN will be responsible for coordinating with the City and Engineering Solutions Team, creating the front-end documents, combining the bid documents, and managing bidding assistance.

### ASSURING QUALITY AND SAFETY

#### Quality Assurance/Quality Control

Our design processes adhere to stringent Quality Assurance and Quality Control (QA/QC) protocols to ensure the highest standards of accuracy and reliability. We implement a multi-tiered review system, where each design phase undergoes thorough checks by experienced engineers and project managers. This includes peer reviews and adherence to industry standards and regulatory requirements.

#### Safety

As an employee-owned firm, RJN's commitment to the safety of our employees, City staff, and the public is paramount. RJN demonstrates that commitment to safety in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Every project follows RJN's health and safety guidelines when completing any field work.

### PRICE AND SCHEDULE SUMMARY

RJN will invoice for this project monthly on a Time and Material basis for a total not-to-exceed fee of **\$31,900** as outlined in Exhibit B. RJN is ready to begin the project immediately upon an agreement with the City. Complete Scope of Service, Pricing, and Schedule are provided in the following exhibits:

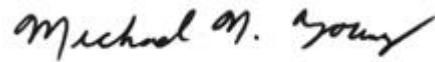
- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Map

We are looking forward to the opportunity to work with the City of Joliet on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact me at (847) 899-8723 or [ygallin@rjnmail.com](mailto:ygallin@rjnmail.com) if you would like to discuss this proposal or have any questions.

Sincerely,

A handwritten signature in black ink that reads "Yann Gallin". The script is cursive and fluid.

Yann Gallin  
Principal Project Manager

A handwritten signature in black ink that reads "Michael N. Young". The script is cursive and includes a large, stylized flourish at the end.

Michael N. Young, P.E.  
Senior Vice President



## EXHIBIT A

### SCOPE OF SERVICES

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RJN is proposing the following scope of services for the 2025 Force Main Design and Inspection Program for the City of Joliet.

#### 1. Millsdale and Cherry Hill Force Main Design and Bidding Services

##### 1. Design Services

- a. Coordinate with local Contractors for the necessary specifications, materials, and confirm future interest in bid.
- b. Coordinate with the City and Engineering Solutions Team to incorporate their design into the bid documents.
- c. Prepare plans to be included in Bid Package, including the following:
  - i. Force main Ice Pigging and Installation schedules including 3 ARV and location GIS exhibits.
  - ii. Bypass and traffic control recommendations (if applicable).
  - iii. Incorporate the Engineering Solutions Team's plans into the main construction plan set.
  - iv. Project specific details such as erosion control, swamp mats, etc.
- d. Prepare Contract Front End Documents and detailed Specifications:
  - i. Adapt the City's standard Front-End Contract Documents, incorporating only project-specific adjustments.
  - ii. Create comprehensive project Specifications.
- e. Incorporate the Engineering Solutions Team's specifications and cost estimate into the general specifications and cost estimate.
- f. Provide progress review submittal at 60% and 90% of Plans, Specifications and Opinion of Probable Construction cost for City review and comment prior to bidding.
- g. Perform a quality control/quality assurance review on final plans and specifications.
- h. Prepare bid package with plans, front-end documents, and specifications including all the maintenance and rehabilitation work. Submit a pdf of the final bid package to the City with full size set of the final plans.
- i. Have senior design P.E. provide an overall review and engineering stamp for the bid package. Submit a PDF of the final bid package to the City.
- j. Bidding Assistance:
  - i. Prepare bid documents referring to new City's bid platform
  - ii. Send the legal advertisement to expected bidders
  - iii. Prepare Addenda
  - iv. Respond to Contractors' questions
  - v. Prepare a letter of recommendation

## 2. Project Management

- a. Provide project management for the duration of the design project and attend up to two in-person meetings or video conferences with City staff.
- b. Provide project management services including invoicing, scope, schedule, fee tracking, and closeout services.
- c. Provide monthly updates to City staff throughout the duration of the project.
- d. Meet with City staff as necessary to discuss the progress of the project.

## Items Requested from the City

1. Updated GIS geodatabases and/or shape files for the sanitary sewer collection system.
2. Copies of available plan sets, specifications, record/as-built drawings, hydraulic profiles, pump records, or other documents related to the lift stations and force mains.
3. **Access to sanitary structures (ARV and isolation valves) for inspection.** Assistance locating and opening seized/buried manholes and valve vaults/boxes as required.
4. If necessary, vacuum out structures that are inundated with infiltration.
5. Assistance with traffic control in high traffic areas, as necessary.
6. City to send virtual bidding results to RJN.
7. Any potential permits related to the bid package.



## EXHIBIT B PRICING

The proposed Scope of Services will be invoiced on a Time & Material basis using the fee schedule below at a **multiplier of 3.0** for an overall estimated billing of **\$31,900**.

### COST SCHEDULE

Task #	Task Description	Unit	Cost
<b>1000</b>	<b>Millsdale and Cherry Hill Design and Bidding</b>		
1001	Exhibits and Plan Set	T&M	\$6,900
1002	Specifications & Contract Documents	T&M	\$7,100
1003	Cost Estimate	T&M	\$3,000
1004	QA/QC	T&M	\$2,500
1005	Coordination with City and its consultant	T&M	\$3,500
1006	Bidding Assistance, Questions, and Addendums	T&M	\$3,900
<b>2000</b>	<b>Project Management</b>	T&M	\$5,000
<b>Total Contract Amount</b>			<b>\$31,900</b>

### RJN VEHICLES CHARGES (IF NECESSARY)

For each day that an RJN employee is onsite for:

- Equal or more than 4 hours, RJN vehicle will be charged at **\$60 per day**.
- Less than 4 hours, RJN vehicle will be charged **\$40 per day**.

### PROPOSAL OPTIONS

1. This Proposal can be amended to include additional work upon joint approval by the City and RJN.

## 2025 HOURLY WAGE RANGES

	Classification	2025 Hourly Wage Ranges
PD	Project Director	\$65.00 - \$125.00
SPM	Senior Project Manager	\$47.00 - \$80.00
PM	Project Manager	\$38.00 - \$65.00
SCM	Sr. Construction Manager	\$45.00 - \$65.00
CM	Construction Manager	\$37.00 - \$52.00
CO	Construction Observer	\$25.00 - \$45.00
SPE	Senior Project Engineer	\$37.00 - \$52.00
PE	Project Engineer	\$34.00 - \$42.00
EI	Engineer I	\$32.00 - \$37.00
GSS	GIS Specialist	\$25.00 - \$40.00
GIS	GIS Analyst	\$22.00 - \$30.00
SDA	Senior Data Analyst	\$25.00 - \$40.00
DA	Data Analyst	\$22.00 - \$30.00
FM	Field Manager	\$25.00 - \$40.00
FS	Field Supervisor	\$23.00 - \$32.00
FT	Field Technician	\$20.00 - \$27.00
AS	Administrative Support	\$20.00 - \$40.00

\*Rates valid through 12/31/2025.



## EXHIBIT C

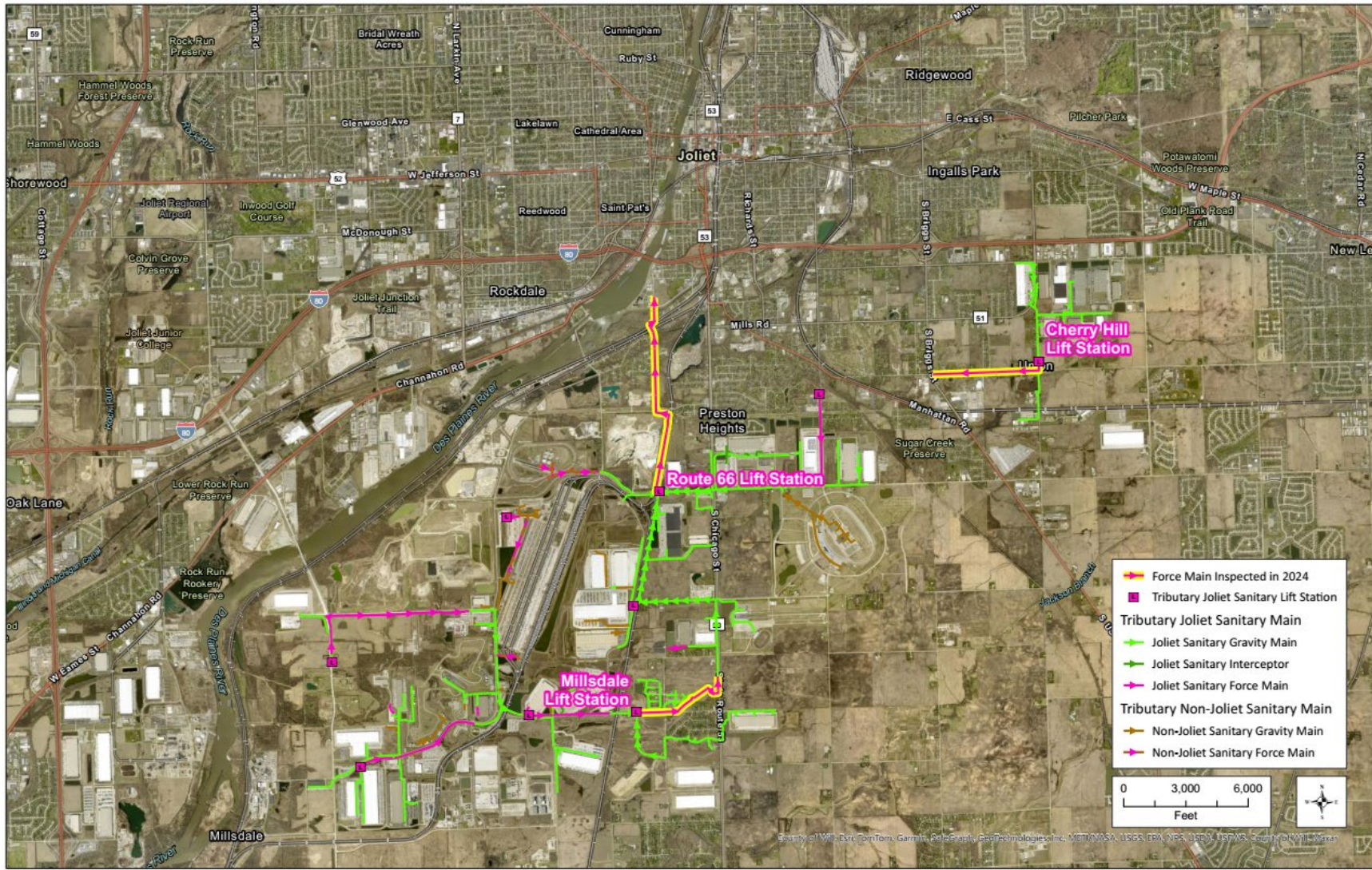
### PROPOSED SCHEDULE

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RJN is prepared to start work immediately upon receiving a signed contract with the City.

Task	Timeline
Millsdale and Cherry Hill Design and Bidding Services	To be completed within 3 months of Notice to Proceed (NTP) assuming Engineering Solutions Team provides their part of the bid documents within 1 month of the NTP.







# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 326-25**

**File ID:** 326-25

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Utilities

**Final Action:**

**Title:** Award of Professional Services Agreement for the 2025 Force Main Design and Cleaning Program to RJN Group Inc. in the Amount of \$31,900.00

**Agenda Date:** 06/03/2025

**Attachments:** Agreement - 2025 Forcemain Program - RJN Signed w Proposal - Revised.pdf

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/27/2025	Gina Logalbo	Approve	5/29/2025
1	2	5/27/2025	Allison Swisher	Approve	5/29/2025
1	3	5/27/2025	Kevin Sing	Approve	5/29/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/29/2025	Beth Beatty	Approve	5/29/2025



## Memo

**File #:** 327-25

**Agenda Date:** 6/3/2025

**TO:** Mayor and City Council

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

**SUBJECT:**

Award of Professional Services Agreement for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvement Project - MFT Section No. 19-00522-00-BR to Ciorba Group, Inc. in the Amount of \$397,566.00

**BACKGROUND:**

The City of Joliet has been approved for Federal Funding through the Local Bridge Formula Program (LBFP), to complete the Theodore Street over Rock Run Creek Bridge Improvement project. The improvement project will consist of deck & beam replacement, and adjacent associated roadway reconstruction activities for the Theodore Street Bridge over Rock Run Creek, located just east of Essington Road. The City has been approved for \$397,566.00 in grant funding for the Phase II Engineering Services for the project. The current total estimated construction cost of the project is \$4,992,100.00.

The City will act as the lead agency for the project and shall hire a consulting engineer to provide Phase II Engineering Services as part of a joint agreement with the Illinois Department of Transportation. The joint agreement specifies the division of costs for the engineering based on an 80% Federal / 20% City split. The City will initially pay the consultant and then invoice the Illinois Department of Transportation for the Federal share of costs upon the completion of Phase II Engineering.

The Public Service Committee will review this matter.

**CONCLUSION:**

The City of Joliet is required follow the Illinois Department of Transportation Bureau of Local Roads and Streets Manual procedures for retaining a professional consultant to complete engineering services. Following Qualified Base Selection (QBS) requirements, Ciorba Group Inc. was selected and subsequently awarded an agreement for Phase I Engineering Services for this project. Phase I Engineering has been completed for the project and has received I design approval allowing the project to proceed with Phase II Engineering.

Ciorba Group, Inc. has submitted a proposal for Phase II Engineering, including a Scope of Services and a Cost Estimate of Consultant Services, both of which have been reviewed and deemed acceptable. A professional services contract has been submitted utilizing time and material rates as submitted at a total cost not to exceed \$397,566.00.

Funds will be charged to the Motor Fuel Tax Fund / Infrastructure - Theodore Street over Rock Run



Creek - Phase II Engineering (Org 20090270, Object 557200, \$397,566.00).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve the award of a professional services agreement for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvement Project - MFT Section No. 19-00522-00-BR to Ciorba Group, Inc. in the amount of \$397,566.00.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 327-25**

**File ID:** 327-25

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Works

**Final Action:**

**Title:** Award of Professional Services Agreement for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvement Project - MFT Section No. 19-00522-00-BR to Ciorba Group, Inc. in the Amount of \$397,566.00

**Agenda Date:** 06/03/2025

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/27/2025	Gina Logalbo	Approve	5/27/2025
1	2	5/27/2025	Greg Ruddy	Approve	5/29/2025
1	3	5/27/2025	Kevin Sing	Approve	5/29/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/29/2025	Beth Beatty	Approve	5/29/2025



## Memo

**File #:** 329-25

**Agenda Date:** 6/3/2025

**TO:** Mayor and City Council

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

**SUBJECT:**

Approval of Change Order No. 1 for the Krings Acres Phase 2A Water Main Improvements Project to J Congdon Sewer Services for a Decreased Amount of (\$106,099.20)

**BACKGROUND:**

On January 16, 2024, the Mayor and City Council awarded a Contract for the Krings Acres Phase 2A Water Main Improvements Project, in the amount of \$2,868,193.10 to J Congdon Sewer Services, based on the Unit Prices provided in their bid.

The Public Service Committee will review this matter.

**CONCLUSION:**

Change Order No. 1 is a final balancing change order, with a net decrease in the amount of (\$106,099.20), which is based on the final quantities of pay items installed upon completion of the project as follows:

- Balancing of final quantities
- Deduction for unused quantities
- Additional water main (open cut), 8-inch
- Additional line stop, 6-inch
- Additional storm sewer removal and replacement, 12-inch
- Additional water service line type K - open cut, 1-inch
- Additional water service line type K - directional drilling, 1-inch
- Additional remove and replace drain tiles, 6-inch through 12-inch
- Additional restoration of lawns and parkways
- Additional HMA removal and replacement, 2.5-inch binder 1.5-inch surface
- Additional HMA driveway removal and replacement, 3-inch
- Additional detectable warnings
- Additional pavement marking - line, 6-inch (thermoplastic)
- Additional pavement marking - line, 24-inch (thermoplastic)
- Time extension of 92 days to allow time for the following year's connecting project, Krings Acres Phase 2B, to be designed to determine the best connection points. Final completion date was moved to 11/20/24.

Funds will be credited for this project to the Water Main Replacement Fund / Construction (Org

53880000, Object 557200, (\$106,099.20)).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 1 for the Krings Acres Phase 2A Water Main Improvements Project, for a decreased amount of (\$106,099.20), on behalf of J Congdon Sewer Services.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 329-25**

**File ID:** 329-25

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Utilities

**Final Action:**

**Title:** Approval of Change Order No. 1 for the Krings Acres Phase 2A Water Main Improvements Project to J Congdon Sewer Services for a Decreased Amount of (\$106,099.20)

**Agenda Date:** 06/03/2025

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/23/2025	Gina Logalbo	Approve	5/26/2025
1	2	5/26/2025	Allison Swisher	Approve	5/27/2025
1	3	5/27/2025	Kevin Sing	Approve	5/29/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/27/2025	Beth Beatty	Approve	5/29/2025





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 330-25

**Agenda Date:** 6/3/2025

---

**TO:** Mayor and City Council

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

**SUBJECT:**

Approval of Change Order No. 1 for the Fairmont Water and Sewer Extension Project to Steve Spiess Construction Inc. for a Decreased Amount of (\$745,046.58)

**BACKGROUND:**

On March 4, 2025, the Mayor and City Council awarded a Contract for the Fairmont Water and Sewer Extension Project, in the amount of \$2,055,015.08, to Steve Spiess Construction Inc.

The Public Service Committee will review this matter.

**CONCLUSION:**

Change Order No. 1, a net decrease in the amount of (\$745,046.58), is a result of:

- The water and sewer extension work on State Street was removed from the scope of work.
- Pavement patching scope was changed to reconstruction of HMA roadway.
- A non-pressure connection to the existing watermain was changed to a pressure connection due to defective water valves.
- A water valve and box were added for testing purposes.

Funds will be credited for this project to the Water & Sewer Improvement Fund / Engineering Administration / Construction (Org 50180013, Object 557200, (\$745,046.58)).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 1 for the Fairmont Water and Sewer Extension Project, for a decreased amount of (\$745,046.58), to Steve Spiess Construction Inc.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 330-25**

**File ID:** 330-25

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Utilities

**Final Action:**

**Title:** Approval of Change Order No. 1 for the Fairmont Water and Sewer Extension Project to Steve Spiess Construction Inc. for a Decreased Amount of (\$745,046.58)

**Agenda Date:** 06/03/2025

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/23/2025	Gina Logalbo	Approve	5/26/2025
1	2	5/26/2025	Allison Swisher	Approve	5/27/2025
1	3	5/27/2025	Kevin Sing	Approve	5/29/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/29/2025	Beth Beatty	Approve	5/29/2025



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 331-25

**Agenda Date:** 6/3/2025

---

**TO:** Mayor and City Council

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

**SUBJECT:**

Approval of Change Order No. 2 for the 2024 Sidewalk / Curb Replacement Project - East Joliet on behalf of Davis Concrete Construction Co. for Adjustments to the Project Completion Date

**BACKGROUND:**

On August 6, 2024, the Mayor and City Council awarded a Contract for the 2024 Sidewalk / Curb Replacement Project East Joliet in the amount of \$294,186.00 on behalf of Davis Concrete Construction Co. Change Order No. 1 in the amount of \$1,200.00 was subsequently approved.

The Public Service Committee will review this matter.

**CONCLUSION:**

Change Order No. 2 provides a time extension for the project completion date due to unanticipated project conditions. There is no cost incurred with this change order. The original completion date was October 30, 2024 for all original contract work with the exception of work adjacent to Washington Junior High School. The new completion date is June 27, 2025 for all original contract work with the exception of the work adjacent to Washington Junior High School.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 2 to the contract for the 2024 Sidewalk / Curb Replacement Project - East Joliet for adjustments to the project completion date on behalf of Davis Concrete Construction Co.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 331-25**

**File ID:** 331-25

**Type:** Consent Agenda

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Works

**Final Action:**

**Title:** Approval of Change Order No. 2 for the 2024 Sidewalk / Curb Replacement Project - East Joliet on behalf of Davis Concrete Construction Co. for Adjustments to the Project Completion Date

**Agenda Date:** 06/03/2025

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/27/2025	Gina Logalbo	Approve	5/29/2025
1	2	5/28/2025	Greg Ruddy	Approve	5/29/2025
1	3	5/28/2025	Kevin Sing	Approve	5/30/2025
1	4	5/28/2025	Todd Lenzie	Approve	5/30/2025
1	5	5/29/2025	Beth Beatty	Approve	5/30/2025



## Memo

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**File #:** 339-25

**Agenda Date:** 6/3/2025

---

**TO:** Mayor and City Council

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

**SUBJECT:**

Resolution Appropriating Rebuild Illinois Bond Funds for the Advanced Traffic Management System Phase B Project - MFT Section Number 21-00546-03-TL in the Amount of \$648,969.63

**BACKGROUND:**

The 2025 City Budget includes funding for the City's Advanced Traffic Management System (ATMS) - Phase B Project. The project is being funded by Rebuild Illinois bond funds.

The Public Service Committee will review this matter.

**CONCLUSION:**

Funding for this project will come from Rebuild Illinois bond funds. The State of Illinois requires the Mayor and City Council to approve a Funding Resolution. Attached with this item is a Funding Resolution appropriating \$648,969.63.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve the Funding Resolution appropriating Rebuild Illinois bond funds for the Advanced Traffic Management System Phase B Project - MFT Section Number 21-00546-03-TL in the Amount of \$648,969.63.



## Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

21-00546-03-TL

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Joliet Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
VARIOUS				

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Award of contract for the Advanced Traffic Management System - Phase B project.

2. That there is hereby appropriated the sum of Six Hundred Forty Eight Thousand Nine Hundred Sixty Nine  
and 63/100. Dollars ( \$648,969.63 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lauren O'Hara

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Joliet in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Joliet at a meeting held on June 03, 2025

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this          day of          Month, Year         .

(SEAL, if required by the LPA)

Clerk Signature & Date

--

**Approved**

Regional Engineer Signature & Date  
Department of Transportation

--



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 339-25**

**File ID:** 339-25

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Works

**Final Action:**

**Title:** Resolution Appropriating Rebuild Illinois Bond Funds for the Advanced Traffic Management System Phase B Project - MFT Section Number 21-00546-03-TL in the Amount of \$648,969.63

**Agenda Date:** 06/03/2025

**Attachments:** Resolution

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/27/2025	Gina Logalbo	Approve	5/27/2025
1	2	5/27/2025	Greg Ruddy	Approve	5/29/2025
1	3	5/27/2025	Kevin Sing	Approve	5/29/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/29/2025	Beth Beatty	Approve	5/29/2025



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 340-25

**Agenda Date:** 6/3/2025

---

**TO:** Mayor and City Council

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

**SUBJECT:**

Resolution Approving Amendment No. 2 to the Agreement Between the City of Joliet and the Forest Preserve District of Will County for Services Related to the Hollywood Road / Houbolt Road (I-80 - US Route 6) Interchange Modifications and Roadway Reconstruction Project

**BACKGROUND:**

City Council Resolution No. 7344, a resolution approving an Agreement between the City of Joliet and the Forest Preserve District of Will County, was approved by the Mayor and City Council on December 18, 2018. Subsequently, Amendment No. 1 to the Agreement was approved on May 3, 2022.

The Public Service Committee will review this matter.

**CONCLUSION:**

The Forest Preserve District of Will County has submitted Amendment No. 2 to the existing Agreement, increasing the size of License Areas 1 and 2 of Public Utility License Agreement No. 19-18. This additional area is needed to accommodate storm sewer extensions related to lengthening the southbound right turn lane on Houbolt Road at US Route 6. The License Fee for the additional areas is in the amount of \$4,936.54.

Funding for Amendment No. 2 is available utilizing the Public Works Engineering and Construction / Professional Services (Org. 09027000 Object 523300, \$4,936.54).

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve the attached Resolution approving Amendment No. 2 to the Public Utility License Agreement between the City of Joliet and the Forest Preserve District of Will County for services related to the Hollywood Road / Houbolt Road (I-80 - US Route 6) Interchange Modifications and Roadway Reconstruction Project.



**RESOLUTION NO.**

**RESOLUTION APPROVING AMENDMENT NO. 2 TO AN AGREEMENT WITH THE FOREST  
PRESERVE DISTRICT OF WILL COUNTY FOR SERVICES RELATED TO THE  
HOLLYWOOD ROAD / HOUBOLT ROAD (I-80 – US ROUTE 6)  
INTERCHANGE MODIFICATION AND ROADWAY RECONSTRUCTION PROJECT**

**WHEREAS**, the Mayor and City Council of the City of Joliet find it in the best interest of the City to approve Amendment No. 2 to the Agreement with the Forest Preserve District of Will County for Services related to the Hollywood Road / Houbolt Road (I-80 – US Route 6) Interchange Modification and Roadway Reconstruction Project.

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

**SECTION 1:** The Mayor and City Council hereby approve the attached Amendment No. 2 to the Agreement with the Forest Preserve District of Will County for the Hollywood Road / Houbolt Road (I-80 – US Route 6) Interchange Modification and Roadway Reconstruction Project.

**SECTION 2:** The Mayor is hereby authorized to execute the Amendment Agreement on behalf of the City.

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**MAYOR**

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

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

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

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

## AMENDMENT NO. 2 TO PUBLIC UTILITY LICENSE AGREEMENT NO. 19-18

RESOLUTION # 25-09

License No. 19-18

Tract #303

Lower Rock Run Preserve

This Amendment to Public Utility License Agreement, License No. 19-18 is made and entered into this 8th day of May, 2025 by mutual, written consent of the Forest Preserve District of Will County ("LICENSOR"), a body corporate and politic, with principal offices at 17540 West Laraway Road, Joliet, Illinois 60433, and City of Joliet, ("LICENSEE") at 150 W. Jefferson St., Joliet, IL 60432.

WHEREAS, LICENSOR and LICENSEE entered into a Public Utility License Agreement in which LICENSOR granted License No. 19-18 to LICENSEE as part of improvements to Houbolt Rd. and such improvements require the addition of two (2) license areas be included.

To allow for completion of these improvements and for the purposes stated in the Public Utility License Agreement, LICENSOR and LICENSEE agree to amend the first sentence of Paragraph 1, and Paragraph 2 of License No. 19-18 as bolded and under-lined below:

1. The LICENSOR hereby grants to the LICENSEE a renewable, nonexclusive license for a term of ninety-nine (99) years, commencing on January 10, 2019 ("Commencement Date) and terminating January 10, 2118 ("Termination Date") for the Houbolt Road Improvements for the purpose of widening the existing roadway and extension of the Rock Run Greenway Trail, installing and maintaining a water main and all appurtenances and equipment incidental and thereto and legally described on the attached Plat of License (Exhibit A and Exhibit C), identified as License Area with a square footage of approximately 17,642 square feet. Associated with the granted 99-year License Area is a Temporary Construction Area for a term of five (5) years, commencing on January 10, 2019 ("Commencement Date") and terminating January 10, 2024 ("Termination Date") with a square footage of approximately 29,000 square feet, and legally described on the attached Plat of License (Exhibit B). Both License Area and Temporary Construction Area are granted subject to the terms and conditions contained herein.
2. The LICENSEE shall be responsible for the submission of the total, non-refundable license fee of \$20,841.54 for both the License Area and adjoining Temporary Construction Area as outlined in IA 19-01, and Exhibit A and Exhibit C. It is hereby acknowledged that License Fees in the amount of \$15,905.00 have previously been received by LICENSOR, and \$4,936.54 remains to be paid by LICENSEE, as reflected in the License Fee Schedule by June 30, 2025.

All other terms and conditions under the Public Utility License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first referenced above.

LICENSEE:  
CITY OF JOLIET

LICENSOR:  
FOREST PRESERVE DISTRICT  
OF WILL COUNTY

Representative: \_\_\_\_\_  
Representing: \_\_\_\_\_

Representative: \_\_\_\_\_  
Representing: Forest Preserve District of Will County  
Title: President -

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: Destinee Ortiz  
Date: 05/08/2025

Witnessed by: \_\_\_\_\_  
Title: \_\_\_\_\_

Witnessed by: Mica Caruana  
Title: 5-8-25

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: Mica Caruana Freeman  
Date: 5/8/25

## License 19-18 - Amendment 2

### RES 25-09 License Fee Payment Schedule

District License No. 19-18, As Amended Under Resolution 25-09

Licensee: City of Joliet

Preserve: Lower Rock Run Preserve Classification: Resource

License Area Value over the term of the license : \$0.89 (Min Value: \$1,780.00)

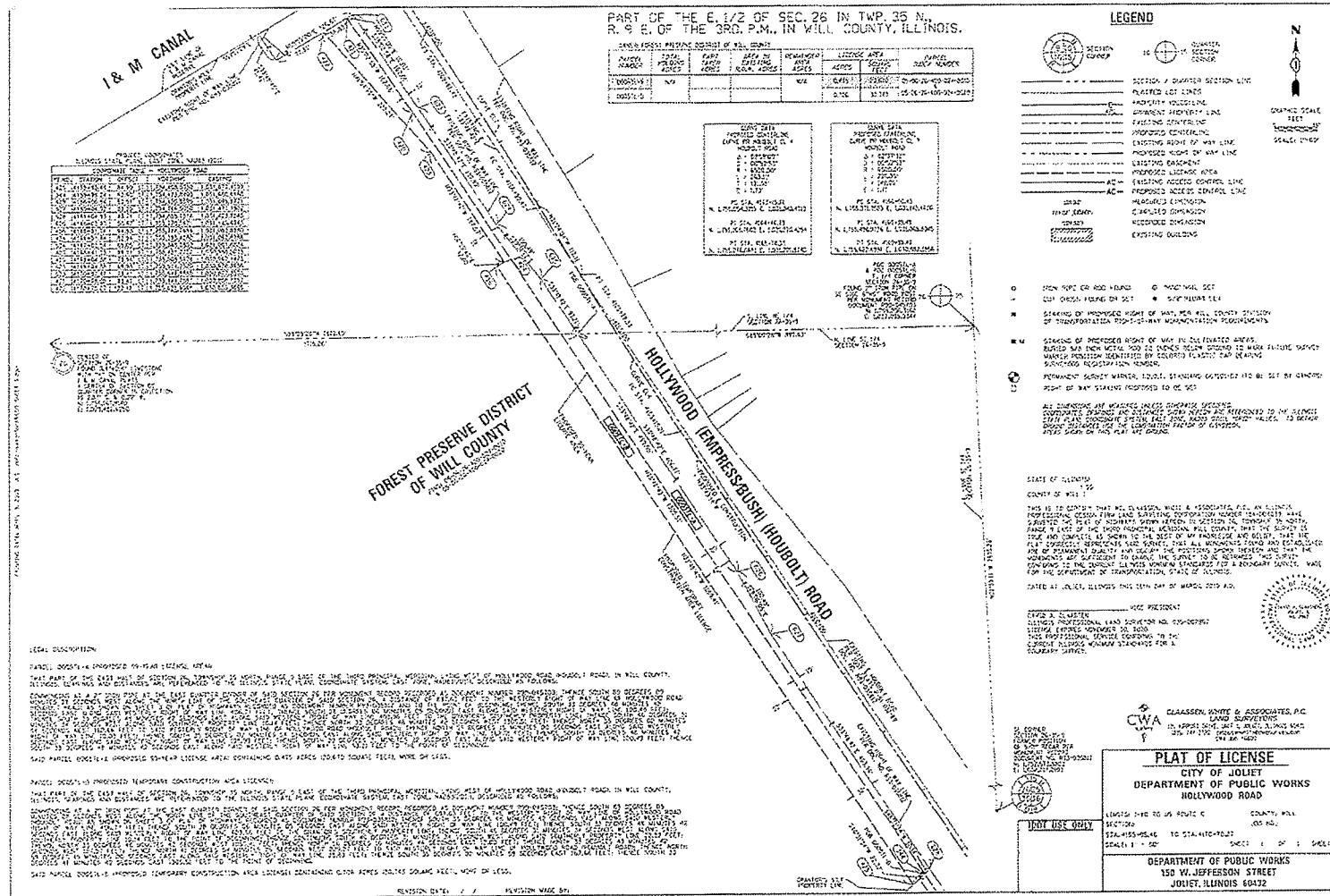
Year	Base License Fee	CPI	Increase Amount	Subtotal License Fee	Land Class	Land Class Increase	Administrative Fee	Total Land and Admin. Increase	Total License Fee
2025	\$139.82	0.0%	\$0.00	\$139.82	0%	\$0.00	\$250.00	\$250.00	\$389.82
2026	\$139.82	3.4%	\$4.75	\$144.57	0%	\$0.00	\$250.00	\$250.00	\$394.57
2027	\$144.57	3.4%	\$4.92	\$149.49	0%	\$0.00	\$250.00	\$250.00	\$399.49
2028	\$149.49	3.4%	\$5.08	\$154.57	0%	\$0.00	\$250.00	\$250.00	\$404.57
2029	\$154.57	3.4%	\$5.26	\$159.83	0%	\$0.00	\$250.00	\$250.00	\$409.83
2030	\$159.83	3.4%	\$5.43	\$165.26	0%	\$0.00	\$250.00	\$250.00	\$415.26
2031	\$165.26	3.4%	\$5.62	\$170.88	0%	\$0.00	\$250.00	\$250.00	\$420.88
2032	\$170.88	3.4%	\$5.81	\$176.69	0%	\$0.00	\$250.00	\$250.00	\$426.69
2033	\$176.69	3.4%	\$6.01	\$182.70	0%	\$0.00	\$250.00	\$250.00	\$432.70
2034	\$182.70	3.4%	\$6.21	\$188.91	0%	\$0.00	\$250.00	\$250.00	\$438.91
2035	\$188.91	3.4%	\$6.42	\$195.33	0%	\$0.00	\$250.00	\$250.00	\$445.33
2036	\$195.33	3.4%	\$6.64	\$201.97	0%	\$0.00	\$250.00	\$250.00	\$451.97
2037	\$201.97	3.4%	\$6.87	\$208.84	0%	\$0.00	\$250.00	\$250.00	\$458.84
2038	\$208.84	3.4%	\$7.10	\$215.94	0%	\$0.00	\$250.00	\$250.00	\$465.94
2039	\$215.94	3.4%	\$7.34	\$223.28	0%	\$0.00	\$250.00	\$250.00	\$473.28
2040	\$223.28	3.4%	\$7.59	\$230.87	0%	\$0.00	\$250.00	\$250.00	\$480.87
2041	\$230.87	3.4%	\$7.85	\$238.72	0%	\$0.00	\$250.00	\$250.00	\$488.72
2042	\$238.72	3.4%	\$8.12	\$246.84	0%	\$0.00	\$250.00	\$250.00	\$496.84
2043	\$246.84	3.4%	\$8.39	\$255.23	0%	\$0.00	\$250.00	\$250.00	\$505.23
2044	\$255.23	3.4%	\$8.68	\$263.91	0%	\$0.00	\$250.00	\$250.00	\$513.91
2045	\$263.91	3.4%	\$8.97	\$272.88	0%	\$0.00	\$250.00	\$250.00	\$522.88
				\$133.06		\$0.00	\$5,250.00	\$5,250.00	\$9,436.54
				\$4,186.54		\$0.00			

License Area (2,000 sq minimum): 3142  
License duration 20  
Districts Valuation of Land at \$0.89/sf ( \$1780.00 min. License Value) for the ENTIRE license term 2796.38

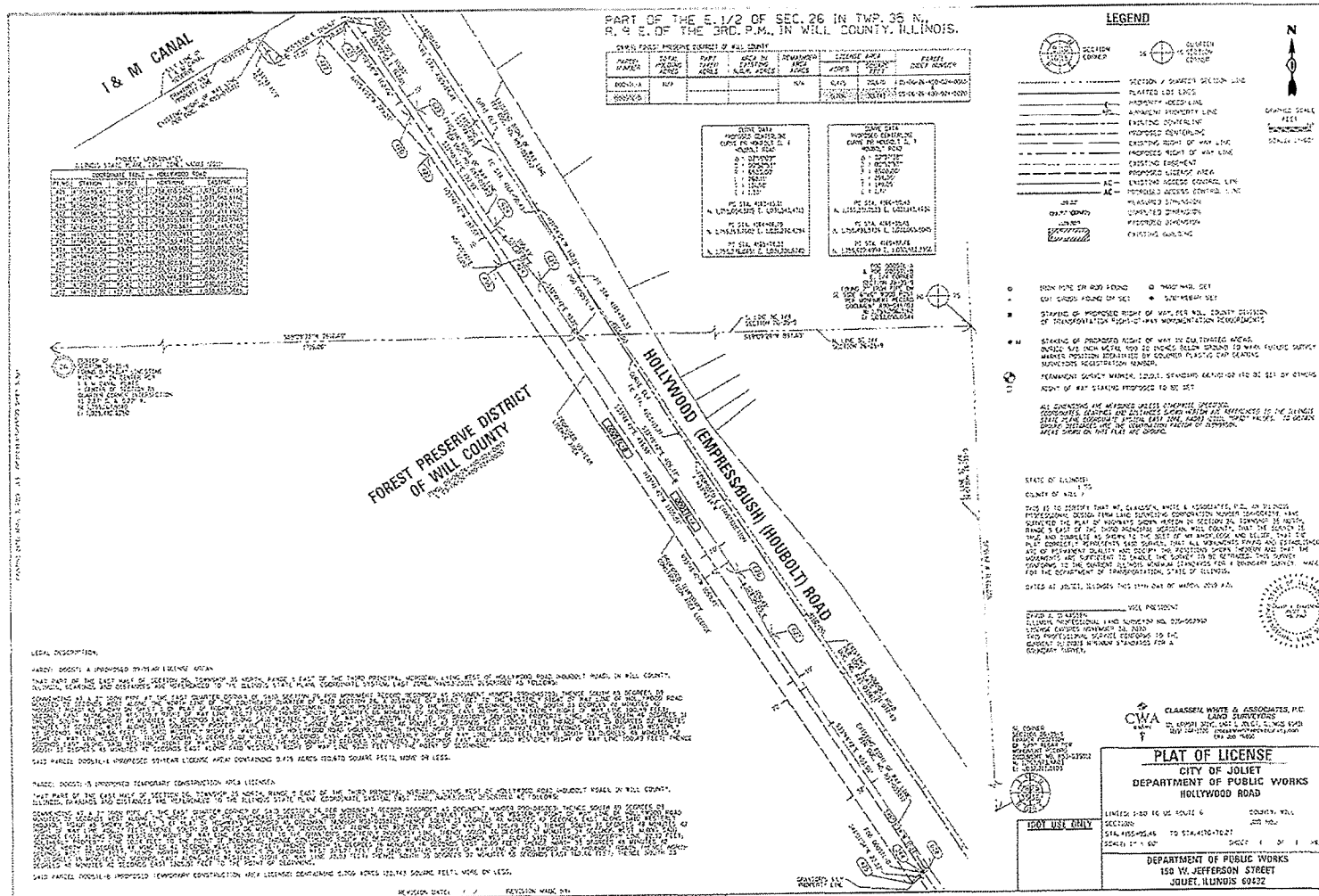
**Lump Sum Payment:**  
Base License Fee: \$4,186.54  
Cost for Resource: 0  
One time administrative fee: \$250.00  
Application and Processing Fee \$500.00  
Total: **\$4,936.54**

TOTAL LICENSE FEES \$20,841.54  
LICENSE FEES RECEIVED TO DATE (IA 19-01) \$15,905.00  
TOTAL BALANCE - DUE JUNE 30th, 2025 **\$4,936.54**

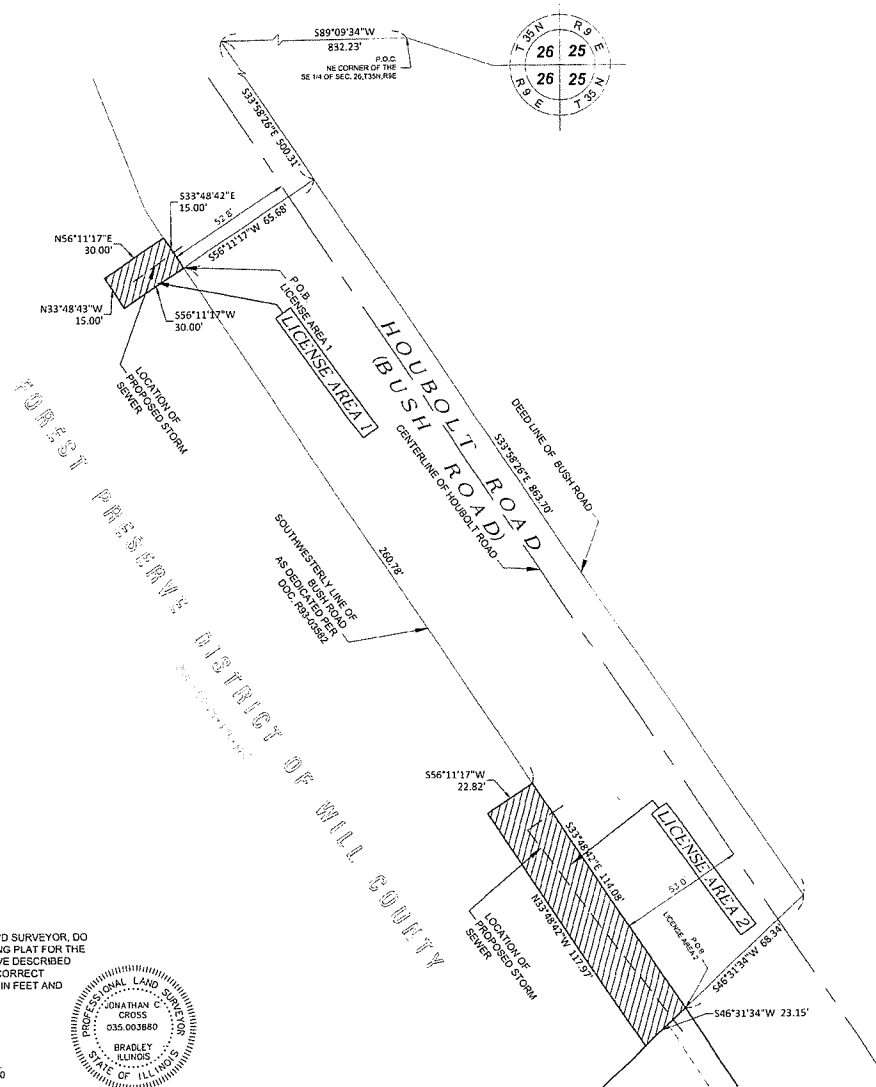
## EXHIBIT A 99-year License



# EXHIBIT B - Temporary Construction Area License



# PLAT OF LICENSE



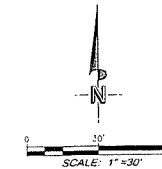
## LEGAL DESCRIPTION - LICENSE AREA

### LICENSE AREA 1

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26 TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS BEING DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 AS SHOWN ON PLAT OF HIGHWAYS RECORDED AS DOCUMENT R93-035812; THENCE SOUTH 89° 09' 34" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 832.23 FEET TO THE DEED LINE OF BUSH ROAD; THENCE SOUTH 33° 58' 26" EAST ALONG SAID DEED LINE, 500.31 FEET; THENCE SOUTH 56° 11' 17" WEST, 65.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 56° 11' 17" WEST 30.00 FEET; THENCE NORTH 33° 48' 42" WEST 15.00 FEET; THENCE NORTH 56° 11' 17" EAST 30.00 FEET TO THE SOUTHWESTERLY LINE OF BUSH ROAD AS DEDICATED ON SAID PLAT OF HIGHWAYS; THENCE SOUTH 33° 48' 42" EAST 15.00 FEET TO THE POINT OF BEGINNING.

### LICENSE AREA 2

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26 TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS BEING DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 AS SHOWN ON PLAT OF HIGHWAYS RECORDED AS DOCUMENT R93-035812; THENCE SOUTH 89° 09' 34" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 832.23 FEET TO THE DEED LINE OF BUSH ROAD; THENCE SOUTH 33° 58' 26" EAST ALONG SAID DEED LINE, 863.70 FEET; THENCE SOUTH 46° 31' 34" WEST, 68.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 46° 31' 34" WEST, 23.15 FEET; THENCE NORTH 33° 48' 32" WEST, 117.97 FEET; THENCE NORTH 56° 11' 17" EAST, 22.82 FEET TO THE SOUTHWESTERLY LINE OF BUSH ROAD AS DEDICATED ON SAID PLAT OF HIGHWAYS; THENCE SOUTH 33° 48' 42" EAST, 114.08 FEET TO POINT OF BEGINNING.



## GENERAL NOTES

1. BASIS OF BEARING IS REFERENCED FROM ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS RECORDED AS DOCUMENT R93-035812. ALL MEASUREMENTS SHOWN HEREON ARE EXPRESS IN FEET AND DECIMAL PARTS THEREOF.

STATE OF ILLINOIS )  
COUNTY OF KANKAKEE ) SS

I, JONATHAN C. CROSS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE FORGOING PLAT FOR THE PURPOSES OF GRANTING A LICENSE ACROSS THE ABOVE DESCRIBED LAND TO THE CITY OF JOLIET AND THAT THE PLAT IS A CORRECT REPRESENTATION THEREOF. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 8th DAY OF AUGUST, A.D. 2024.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003880  
LICENSE EXPIRES NOVEMBER 30, 2024



CIVIL ENGINEERING  
LAND SURVEYING

M GINGERICH GEREAX & ASSOCIATES  
MG2A WEST  
Professional Design Firm License # 184.005003  
P. 815-478-9680 www.mg2a.com F. 815-478-9685  
25620 S. GOUGAR RD | MANHATTAN, IL. 60442

ORDERED BY: <b>GAS N WASH</b>	
SITE ADDRESS: <b>S. HOUBOLT ROAD JOLIET, IL</b>	
DRAFTED BY: <b>NB</b>	SB: <b></b>
FIELD BY: <b>RFS</b>	PG: <b></b>
JOB NUMBER: <b>21-1157</b>	



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 340-25**

**File ID:** 340-25

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Works

**Final Action:**

**Title:** Resolution Approving Amendment No. 2 to the Agreement Between the City of Joliet and the Forest Preserve District of Will County for Services Related to the Hollywood Road / Houbolt Road (I-80 - US Route 6) Interchange Modifications and Roadway Reconstruction Project

**Agenda Date:** 06/03/2025

**Attachments:** Resolution, FPDWC Houbolt IGA Amendment 2 Document.pdf

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/27/2025	Gina Logalbo	Approve	5/27/2025
1	2	5/27/2025	Greg Ruddy	Approve	5/29/2025
1	3	5/27/2025	Kevin Sing	Approve	5/29/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/29/2025	Beth Beatty	Approve	5/29/2025





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 341-25

**Agenda Date:** 6/3/2025

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**TO:** Mayor and City Council

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

**SUBJECT:**

Resolution Adopting an Intergovernmental Agreement for the Routine Maintenance of State Routes Located Within the City of Joliet

**BACKGROUND:**

The City of Joliet has historically entered into a 10-year Intergovernmental Agreement (IGA) with the State of Illinois for completing routine maintenance on certain State Routes located within City limits. The current IGA, which expires on June 30, 2025, provides an annual reimbursement from the State to the City in the amount of \$111,947.00.

The Public Service Committee will review this matter.

**CONCLUSION:**

Attached is a copy of a new proposed agreement covering the period from July 1, 2025 to June 30, 2035. This Agreement will provide a annual payment to the City in the amount of \$155,081.00 for the period of July 1, 2025 to June 30, 2026. This amount is eligible to increase on an annual basis based on the percentage change of the Construction Cost Index as published in the Engineering News Record. Attached is a Resolution adopting this Agreement.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve the attached Resolution adopting the Intergovernmental Agreement for Routine Maintenance of State Routes located within the City of Joliet.

**RESOLUTION NO.**

**RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE STATE OF ILLINOIS FOR ROUTINE  
MAINTENANCE OF STATE ROUTES WITHIN THE CITY OF JOLIET**

**WHEREAS**, the City of Joliet and the State of Illinois, Department of Transportation, are interested in ensuring that the State Routes within the City of Joliet are properly maintained; and,

**WHEREAS**, the maintenance of the State Routes by the City of Joliet represents the most cost-effective means of maintaining them.

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

**SECTION 1:** That an Agreement between the City of Joliet and the State of Illinois, Department of Transportation, for the routine maintenance of State Routes within the City of Joliet for the period of July 1, 2025 to June 30, 2035 attached hereto and made a part hereof is hereby adopted.

**SECTION 2:** That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City of Joliet.

**SECTION 3:** All Resolutions, or parts of Resolutions, conflicting with any of the provisions of this Resolution are hereby repealed.

**SECTION 4:** Be it further resolved that the passage of this Resolution be inscribed permanently in the records of the proceedings of the Joliet City Council.

**SECTION 5:** This Resolution shall be in effect upon its passage.

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**MAYOR**

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

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

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

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



Governmental Body Name Agreement Number  
City of Joliet

Address City State Zip Code  
150 West Jefferson Street Joliet, IL 60432

Remittance Address (if different from above) City State Zip Code

Phone Unique Entity Identifier (UEI) FEIN/TIN  
30-0004300-40

Brief Description of Service (full description specified in Part 5)  
Routine Maintenance of State Routes

Compensation Method (full details specified in Part 6)  
Lump Sum

Total Compensation Amount Advance Pay Start Date Agreement Term Expiration Date  
\$1,550,810.00 (Estimate) ☐ Yes ☒ No 07/01/25 06/30/35

**REQUIRED SIGNATURES**

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

**FOR THE GOVERNMENTAL BODY:**

Signature Date

Name Title

**FOR THE DEPARTMENT:**

Signature Date

Omer Osman, P.E., Secretary of Transportation Date

Delegate Name

Printed Name

Printed Title

Signature Date

Vicki L. Wilson, Chief Fiscal Officer Date

Michael Prater, Chief Counsel Date

(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT  
FOR  
ROUTINE MAINTENANCE OF STATE ROUTES**

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

City of Joliet  
150 West Jefferson Street  
Joliet, IL 60432

Attention

Mr. Greg Ruddy, P.E.

Email

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

**Part 1**

**SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/25 and will expire 06/30/35
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- ☒ E. **Renewal** This Agreement may not be renewed.

## Part 2 GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **six (6) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
  2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$250,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
  3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set to not exceed \$100,000 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds not exceeding \$100,000 for goods and services or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.  
  
The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
  4. EMPLOYMENT OF DEPARTMENT PERSONNEL The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**Part 3**

☒ **FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement]

**PART 4**  
**SPECIFIC PROVISIONS**

- A. Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

District 1, Operations Supervisor

Address

17430 N. Broadway

City

Lockport,

State

IL

Zip Code

60441

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:
- In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:
1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
  2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
  4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
  5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;



6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

**M. Tax Identification Number** GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Joliet

Taxpayer Identification Number: 30-0004300-40

Legal Status (check one):

☐ Tax-exempt ☒ Government ☐ Other

**N. International Boycott** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

**O. Forced Labor** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

**P. Equipment** The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

**PART 5**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

A.) The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENT'S jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary as shown in Attachment A.

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be in writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by the PUBLIC WORKS DIRECTOR on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. The parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations, provided the change in amount of total payments is less than 10%.

B.) Maintenance Requirements. The GOVERNMENTAL BODY hereby agrees to maintain the roadway in a serviceable condition at all times. The GOVERNMENTAL BODY's maintenance responsibilities include, but are not limited to the following:

- routine surface and pothole repairs
- temporary full depth patching;
- removing expansion bumps on bituminous surfaces;
- sealing cracks and joints;
- controlling snow and ice;
- cleaning;
- sweeping;
- picking up and disposal of litter;
- mowing, maintenance up to and including removal and/or trimming of trees, shrubs, landscape beds and turf or other landscaping that is located within, obstructs or overhangs the right of way (including weeding, replenishing mulch, mowing, etc.);
- Inspection and maintenance of pavement markings limited to stop bars, symbols, special pavement treatments and crosswalks. Replace as necessary to ensure proper road user guidance. All markings should be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.
- all other routine operational services to maintain the roadway in a serviceable condition.

Note: Median maintenance, when applicable, includes the following:

- sweeping;
- picking up and disposal of litter;
- mowing, and maintenance up to and including removal and/or trimming of trees, shrubs, landscape beds and turf or other landscaping that is located within, obstructs or overhangs the right of way (including weeding, replenishing mulch, mowing, etc.); and
- repairing surface.

C.) Responsibilities. The GOVERNMENTAL BODY agrees to the following:

- must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;
- must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;
- must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;
- must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and

- Must obtain written approval from the Department before adding any new or supplemental pavement marking along the state highway.
- must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

## PART 6 COMPENSATION FOR SERVICES

### Funding

State Funds (Appropriation Code: 011-49405-4472-0200)	(Estimate)	\$1,550,810.00	100%
	Subtotal	\$1,550,810.00	100%
Local Match Provided Through the GOVERNMENTAL BODY		\$0.00	
	GRAND TOTAL	\$1,550,810.00	

### Funding Breakdown

#### Terms and Conditions:

- 1.) GOVERNMENTAL BODY agrees that total payment for each fiscal year from \_2026 through 2035\_ must not exceed the previous year's total payment plus cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)]. Payment for the cost of approved extra work will be added to the total funding as provided in Part 5, last paragraph;
- 2.) The DEPARTMENT will calculate the compensation for services according to the DEPARTMENT'S Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 Rate of Compensation; and Section 11-800.2.5 Empirical Formula - Municipal Maintenance of State Highways, and send an annual letter to the GOVERNMENTAL BODY notifying it of the new annual Lump Sum approved amount according to the attached Computation Sheet - Municipal Maintenance (Attachment A) under the conditions stated in Section B above;
- 3.) The GOVERNMENTAL BODY must submit an invoice voucher every 3 months (quarterly), based on the approved annual Lump Sum amount; and
- 4.) The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers on or about September 30, December 31, March 31, and June 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

### Budget

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**PART 7**

**CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

☒ **[NOT APPLICABLE TO THIS AGREEMENT]**

**PART 8**  
**AGREEMENT AWARD NOTIFICATION**

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds

Name of Project

\$0.00

State Routes Maintenance Agreement

Federal Project Number

N/A

Assistance Listing Number\*, Federal Agency, Program Title

N/A

\*For Assistance Listing Number, refer to original Federal Award/Grant Agreement.

**REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

## ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

### NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

**NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.**

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expended at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended at least the threshold amount as set out in 2 CFR 200.501(a) or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than the threshold amount as set out in 2 CFR 200.501(a) in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, **you must complete and return the certification statement.**
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation  
Financial Review & Investigation Section, Rm. 126  
2300 South Dirksen Parkway  
Springfield, IL 62764  
[DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov)

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to [DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov) or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

## NOTICE

### **Do not submit this certification to the DEPARTMENT with your signed contract.**

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

## Single Audit Not Required Certification

I certify that \_\_\_\_\_ expended less than the threshold amount as set out in 2 CFR 200.501(a) or more in Federal awards from all sources in Federal awards in our fiscal year \_\_\_\_\_, and was not required to have a single audit conducted.

Signature

Date

Title

## Subrecipient Contact Information

Subrecipient

Contact Person

Title

Address

City

State

Zip Code

Phone

Fiscal Year End

E-mail





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 341-25**

**File ID:** 341-25

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Works

**Final Action:**

**Title:** Resolution Adopting an Intergovernmental Agreement for the Routine Maintenance of State Routes Located Within the City of Joliet

**Agenda Date:** 06/03/2025

**Attachments:** Resolution, IDOT Municipal Street Maintenance IGA.pdf

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/27/2025	Gina Logalbo	Approve	5/27/2025
1	2	5/27/2025	Greg Ruddy	Approve	5/29/2025
1	3	5/27/2025	Kevin Sing	Approve	5/29/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/29/2025	Beth Beatty	Approve	5/29/2025



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 342-25

**Agenda Date:** 6/3/2025

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**TO:** Mayor and City Council

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

**SUBJECT:**

Resolution Appropriating Motor Fuel Tax Funds for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvement Project - MFT Section No. 19-00522-00-BR in the Amount of \$397,566.00

**BACKGROUND:**

The Theodore Street over the Rock Run Creek Bridge will be reconstructed due to existing deteriorating conditions. Phase II Engineering is required as part of the Illinois Department of Transportation design guidelines.

The Public Service Committee will review this matter.

**CONCLUSION:**

The City's share of funding for Phase II Engineering Services for this project will come from local Motor Fuel Tax (MFT) funds. The State of Illinois requires the Mayor and City Council to approve a Funding Resolution when utilizing MFT funds. Attached please find a Funding Resolution appropriating \$397,566.00 for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvements Project.

**RECOMMENDATION:**

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



## Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

19-00522-00-BR

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Joliet

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
THEODORE STREET	099-6477		JOLIET, ILLINOIS	ROCK RUN CREEK

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

PHASE II ENGINEERING FOR THE REPLACEMENT OF THE THEODORE STREET BRIDGE OVER THE ROCK RUN CREEK.

2. That there is hereby appropriated the sum of THREE HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED SIXTY SIX AND 00/100

Dollars ( \$397,566.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, \_\_\_\_\_ City Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Joliet in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Joliet at a meeting held on \_\_\_\_\_

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

**Approved**

Regional Engineer Signature & Date  
Department of Transportation

--



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 342-25**

**File ID:** 342-25

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Works

**Final Action:**

**Title:** Resolution Appropriating Motor Fuel Tax Funds for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvement Project - MFT Section No. 19-00522-00-BR in the Amount of \$397,566.00

**Agenda Date:** 06/03/2025

**Attachments:** Resolution

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/27/2025	Gina Logalbo	Approve	5/27/2025
1	2	5/27/2025	Greg Ruddy	Approve	5/29/2025
1	3	5/27/2025	Kevin Sing	Approve	5/29/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/29/2025	Beth Beatty	Approve	5/29/2025



## Memo

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**File #:** 343-25

**Agenda Date:** 6/3/2025

---

**TO:** Mayor and City Council

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

**SUBJECT:**

Resolution Approving an Agreement with the Illinois Department of Transportation for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvement Project - MFT Section No. 19-00522-00-BR in the Amount of \$397,566.00

**BACKGROUND:**

The City of Joliet has been approved for Federal Funding through the Local Bridge Formula Program (LBFP), to complete the Theodore Street over Rock Run Creek Bridge Improvement project. The improvement project will consist of deck & beam replacement, and adjacent associated roadway reconstruction activities for the Theodore Street Bridge over Rock Run Creek, located just east of Essington Road. The project is scheduled for a Spring 2026 bid letting through the Illinois Department of Transportation.

The Public Service Committee will review this matter.

**CONCLUSION:**

Attached is a Resolution approving an Agreement with the Illinois Department of Transportation for Phase II Engineering for the Theodore Street over Rock Run Creek Bridge Improvement Project. The cost estimate for Phase II Engineering is in the amount of \$397,566.00. The maximum Federal Share of these costs shall be \$318,053.00 (LBFP Funds). The City's share of Phase II Engineering services shall be the difference between the estimated cost, \$397,566.00, and the Federal share, or \$79,513.00.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution approving an Agreement with the Illinois Department of Transportation for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvement Project - MFT Section No. 19-00522-00-BR in the amount of \$397,566.00.

**RESOLUTION NO.**

**A RESOLUTION APPROVING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF  
TRANSPORTATION FOR PHASE II OF THE THEODORE STREET OVER  
ROCK RUN CREEK IMPROVEMENT PROJECT**

**WHEREAS**, The Mayor and City Council of the City of Joliet find it in the best interest of the City to enter into an Agreement with the Illinois Department of Transportation for Phase II of the Theodore Street over Rock Run Creek Improvement Project.

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

**SECTION 1:** The Mayor and City Council hereby approve the Agreement with the Illinois Department of Transportation for Phase II of the Theodore Street over Rock Run Creek Improvement Project.

**SECTION 2:** The Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City of Joliet.

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**MAYOR**

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

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

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

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



### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Joliet	Will	19-00522-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
LBFP	N/A	CMAQ	12-20-0006

### Engineering

### Right-of-Way

State Job Number	Project Number	State Job Number	Project Number
D-91-327-20	IWJK(833)		

☒ Local Administered Engineering ☐ Right-of-Way ☐ Other

### LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Theodore Street	FAU 0295	0.01 mile	To	From
			00.50	00.51

### Location Termini

1.5 MI E of I-55 At Rock Run Creek
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Current Jurisdiction	Existing Structure Number(s)	
LPA	099-6477	<a href="#">Remove</a>

### PROJECT DESCRIPTION

(Phase II)-Bridge replacement and adjacent reconstruction associated with bridge replacement.
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Local Public Agency	Section Number	State Job Number	Project Number
City of Joliet	19-00522-00-BR		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be developed by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

## I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. The project plans and specifications will specify domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and comply with federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

## II. REQUIRED CERTIFICATIONS

This Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, and any and all license requirements or professional certification provisions.

- 2.1 Compliance with Uniform Grant Rules (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;



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- b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
- c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.8 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.9 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.10 Personal Conflict of Interest - The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- a. the employee, officer, board member, or agent;
  - b. any member of his or her immediate family;
  - c. his or her partner; or
  - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.11 Organizational Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.12 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally-funded program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

### III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31

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USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

#### IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for engineering or right of way work.
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 3.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects

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under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

## V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To retain jurisdiction of the completed improvement.
- 5.4 To maintain or cause to be maintained the completed improvement or that portion within its jurisdiction, in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.5 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.6 To regulate parking and traffic in accordance with the approved project report.
- 5.7 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.8 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.9 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.

## VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To reimburse the **LPA** for federal and/or state funds on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of expenditures by the **LPA**.

## SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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### AGREEMENT SIGNATURES EXECUTION

The **LPA** agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

### APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Terry D'Arcy

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366088568 conducting business as a Governmental Entity.

DUNS Number 074407891

UEI UKXHU6SJXLR9

### APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

**NOTE:** If the LPA Signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

# SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Joliet	Will	19-00522-00-BR	D-91-327-20	IWJK(833)

## DIVISION OF COST

Type of Work	Federal Funds		State Funds		Local Public Agency		
	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Preliminary Engineering	LBFP	\$318,053.00	*		\$79,513.00	BAL	\$397,566.00
Total		\$318,053.00		Total	\$79,513.00		\$397,566.00

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

**\*MAXIMUM FHWA (LBFP) PARTICIPATION 80% NOT TO EXCEED \$318,053.00**


**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.


### SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of Joliet	19-00522-00-BR	Will	D-91-327-20	IWJK(833)

LRS Federal Funds RISK ASSESSMENT				
Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)		Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	<b>0 points</b> - no significant changes in the last 4 or more years; <b>1 point</b> - minor changes, but majority of key staff and officials have not changed in the last 4 years; <b>2 points</b> - significant key staff or elected leadership changes within the last 3 years; <b>3 points</b> - significant key staff and elected leadership changes within the last 3 years		1
	What is the LPA's history with federal-aid funded transportation projects?	<b>0 points</b> - One or more federal-aid funded transportation projects initiated per year; <b>1 point</b> - At least one project initiated within the past three years; <b>2 points</b> - AT least one project initiated within the past 5 years; <b>3 points</b> - None or more than 5 years		0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	<b>0 points</b> - Full-time employee with experience designated as being in "responsible charge"; <b>1 point</b> - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; <b>2 points</b> - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; <b>3 points</b> - LPA staff have no prior experience or technical expertise and relying solely on consultant		0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	<b>0 points</b> - No; <b>1 point</b> - Delays of 6 or more months; <b>2 points</b> - Delays of up to 1 year; <b>3 points</b> - 1 year or more years of delay		0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	<b>0 points</b> - yes; <b>3 points</b> - no		0
	What is the LPA's accounting system?	<b>0 points</b> - Automated accounting software; <b>1 point</b> - Spreadsheets; <b>2 points</b> - paper only; <b>3 points</b> - none		0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	<b>0 points</b> - yes; <b>3 points</b> - no		0
Audits	When was the last time a financial statement audit was conducted?	<b>0 points</b> - in the past year; <b>1 point</b> - in the past two years; <b>2 points</b> - in the past three years; <b>3 points</b> - 4 years or more, or never		0
	What type of financial statement audit has the organization had conducted?	<b>0 points</b> - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; <b>1 point</b> - Financial review; <b>2 points</b> Other type? or no audit required; <b>3 points</b> - none		0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	<b>0 points</b> - no; <b>3 points</b> - yes, or no audits required		0
	Have the findings been resolved?	<b>0 points</b> - yes or no findings; <b>1 point</b> - in progress; <b>3 points</b> - no		0

Summary of Risk	
General History of Performance	1
Financial Controls	0
Audits	0
Total	1

District Review Signature & Date  
  
**PRISCILLA**  
Digitally signed by PRISCILLA  
Date: 2024.12.10 15:07:40  
-06'00'

Central Office Review Signature & Date  
  
**Teresa Cline**  
Digitally signed by Teresa Cline  
Date: 2024.12.12 08:11:18  
-06'00'

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Project Number
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**SCHEDULE NUMBER 4**  
**Attestation on Single Audit Compliance**

1. In the prior fiscal year, did City of Joliet LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☒ Yes   ☐ No

2. Does the City of Joliet LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of Joliet LPA fiscal year?

☒ Yes   ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the City of Joliet LPA performed a single audit for their previous fiscal year?

☒ Yes   ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☐ Yes   ☐ No

b. For the current fiscal year, does the City of Joliet LPA intend to comply with Subpart F of 2 CFR 200?

☒ Yes   ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
		City of Joliet

Signature & Date

Local Public Agency	Section Number	State Job Number	Project Number
Joliet	19-00522-00-BR		

**SCHEDULE NUMBER 4**  
**Attestation on Single Audit Compliance**

1. In the prior fiscal year, did Joliet \_\_\_\_\_ expend more than \$750,000 in federal funds in aggregate from all federal sources?  
LPA

☒ Yes   ☐ No

2. Does the Joliet \_\_\_\_\_ anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Joliet \_\_\_\_\_ fiscal year?  
LPA

☒ Yes   ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Joliet \_\_\_\_\_ performed a single audit for their previous fiscal year?  
LPA

☒ Yes   ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

☐ Yes   ☐ No

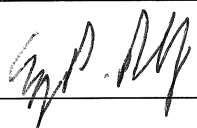
b. For the current fiscal year, does the Joliet \_\_\_\_\_ intend to comply with Subpart F of 2 CFR 200?  
LPA

☒ Yes   ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

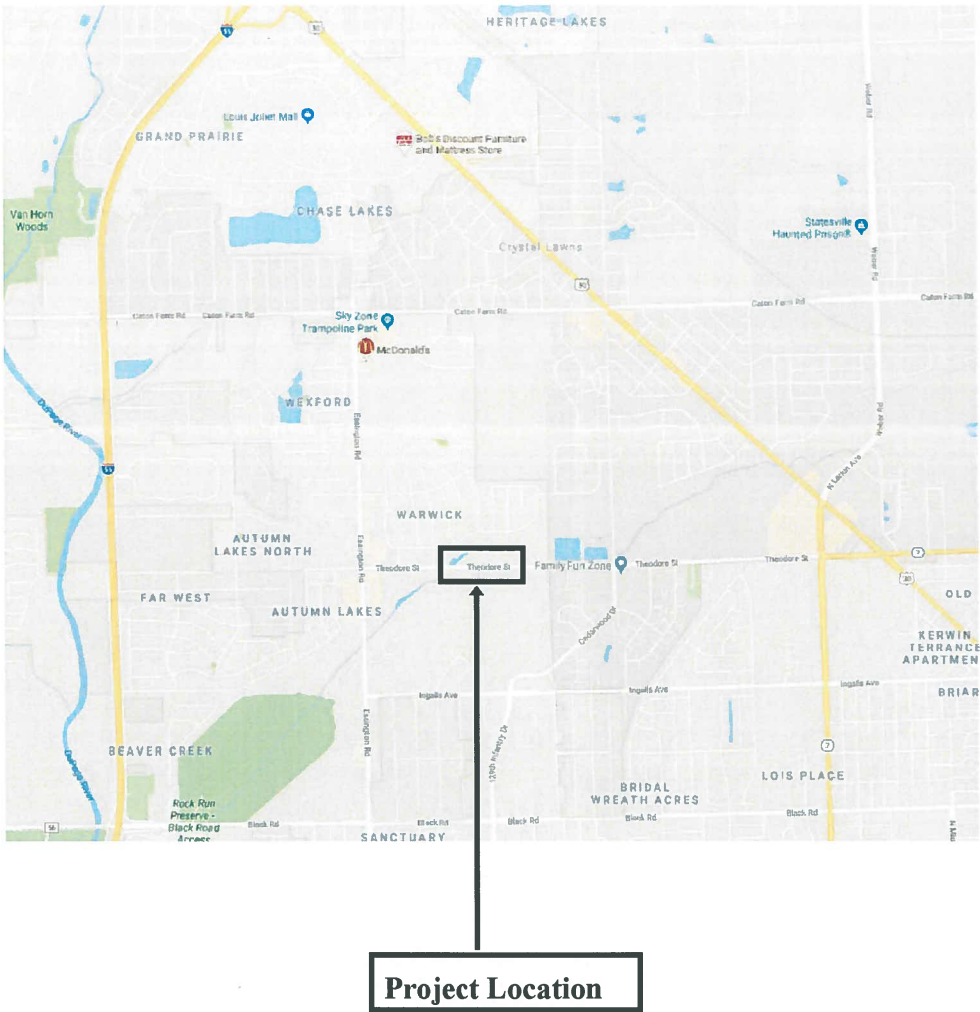
Name	Title	LPA
Gregory P. Ruddy, P.E.	Director of Public Works	Joliet

Signature & Date


12/10/24



Schedule Number 2



**Project Location Map**

<b>Route:</b>	<b>Theodore Street over Rock Run Creek</b>
<b>County:</b>	<b>Will</b>
<b>Municipality:</b>	<b>City of Joliet</b>



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 343-25**

**File ID:** 343-25

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/21/2025

**Department:** Public Works

**Final Action:**

**Title:** Resolution Approving an Agreement with the Illinois Department of Transportation for Phase II Engineering Services for the Theodore Street over Rock Run Creek Bridge Improvement Project - MFT Section No. 19-00522-00-BR in the Amount of \$397,566.00

**Agenda Date:** 06/03/2025

**Attachments:** Resolution, LPA AGREEMENT D-91-327-20.pdf

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/27/2025	Gina Logalbo	Approve	5/27/2025
1	2	5/27/2025	Greg Ruddy	Approve	5/29/2025
1	3	5/27/2025	Kevin Sing	Approve	5/29/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/29/2025	Beth Beatty	Approve	5/29/2025



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** 344-25

**Agenda Date:** 6/3/2025

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**TO:** Mayor and City Council

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

**SUBJECT:**

Resolution Appointing an Alternate Commissioner to the Grand Prairie Water Commission

**BACKGROUND:**

The City of Joliet is a member of the Grand Prairie Water Commission pursuant to the Intergovernmental Agreement ("IGA") to Establish the Grand Prairie Water Commission dated June 28, 2024, in order to assure a safe, reliable, and ample supply of water for the City and its water customers. Article V of the IGA requires the City to appoint and designate its Commissioner and Alternate Commissioner to serve on the Board of Commissioners and its Delegate and Alternate Delegate to serve on the Technical Advisory Committee of the Commission. There is currently a vacancy in the position of Alternate Commissioner for the City, which position must be held by the mayor or an elected member of the City's corporate authorities. The Mayor of the City has determined to appoint Councilman, At-Large Joe Clement as the City's Alternate Commissioner.

The Public Service Committee will review this matter.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution approving the appointment of City of Joliet Councilman, At-Large Joe Clement as the City's Alternate Commissioner to the Grand Prairie Water Commission and authorizing the City Clerk to file a certified copy of this Resolution with the Secretary of the Grand Prairie Water Commission promptly after the date of adoption of this Resolution.

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

### **RESOLUTION APPOINTING AN ALTERNATE COMMISSIONER TO THE GRAND PRAIRIE WATER COMMISSION**

**WHEREAS**, the City of Joliet ("**City**") is a member of the Grand Prairie Water Commission ("**Commission**") pursuant to that certain "Intergovernmental Agreement to Establish the Grand Prairie Water Commission" dated June 28, 2024 ("**IGA**") in order to assure a safe, reliable, and ample supply of water for the City and its water customers; and

**WHEREAS**, Article V of the IGA requires the City to appoint and designate its Commissioner and Alternate Commissioner to serve on the Board of Commissioners and its Delegate and Alternate Delegate to serve on the Technical Advisory Committee of the Commission; and

**WHEREAS**, there is currently a vacancy in the position of Alternate Commissioner for the City, which position must be held by the mayor or an elected member of the City's corporate authorities; and

**WHEREAS**, the Mayor of the City has determined to appoint Councilman, At-Large Joe Clement as the City's Alternate Commissioner, and the City Council has determined that it is in the best interests of the City to approve this appointment.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, COUNTIES OF WILL AND KENDALL, STATE OF ILLINOIS, PURSUANT TO ITS CONSTITUTIONAL AND STATUTORY POWERS AS WELL AS ITS HOME RULE POWERS, AS FOLLOWS:**

**SECTION 1: Recitals:** The foregoing recitals are true, correct and complete and incorporated in and made a part of this ordinance as findings of the City Council of the City of Joliet by this reference.

**SECTION 2: Appointment and Designation of a New Alternate Commissioner:** The appointment of City of Joliet Councilman, At-Large Joe Clement as the City's Alternate Commissioner to the Grand Prairie Water Commission is hereby approved.

**SECTION 3: Delivery of Resolution:** The City Clerk is hereby authorized and directed to file a certified copy of this Resolution with the Secretary of the Grand Prairie Water Commission promptly after the date of adoption of this Resolution.

**SECTION 4: Severability:** The provisions of this Resolution shall be severable and the invalidity of any portion shall not invalidate the remainder.

**SECTION 5: Effective Date:** This Resolution shall be in full force and effect upon its passage and approval in the manner required by law.

**PASSED** this \_\_\_\_ day of June, 2025.

\_\_\_\_\_  
MAYOR

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

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

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

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



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Approver Report

**File Number: 344-25**

**File ID:** 344-25

**Type:** Resolution

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Created:** 05/22/2025

**Department:** Public Utilities

**Final Action:**

**Title:** Resolution Appointing an Alternate Commissioner to the Grand Prairie Water Commission

**Agenda Date:** 06/03/2025

**Attachments:** Resolution

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

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/23/2025	Gina Logalbo	Approve	5/26/2025
1	2	5/26/2025	Allison Swisher	Approve	5/27/2025
1	3	5/27/2025	Kevin Sing	Approve	5/29/2025
1	4	5/27/2025	Todd Lenzie	Approve	5/29/2025
1	5	5/29/2025	Beth Beatty	Approve	5/29/2025