



City of Joliet

Public Service Committee

Meeting Agenda

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

Monday, July 20, 2026

4:30 PM

City Hall, Council Chambers

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

ROLL CALL

APPROVAL OF MINUTES

Public Service Minutes 07-06-2026

[TMP-10096](#)

Attachments: [070626 Public Service Minutes](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

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

CONTRACTS

Approval of Purchase for One (1) AX17 Vermeer Chipper from
Vermeer Illinois Inc in the Amount of \$119,527.78

[352-26](#)

Attachments: [Approver Report](#)

Approval of Professional Service Agreements for On-Call Engineering and Surveying Services with Geotech Inc. and TWIG Technologies, Each in an Amount Not to Exceed \$50,000.00 [353-26](#)

Attachments: [Agreement for Professional Services - Geotech.pdf](#)
[Fee Schedule- Geotech.pdf](#)
[TWIG PSA](#)
[Rate schedule](#)
[Approver Report](#)

Approval of Professional Service Agreement for the Northpoint Traffic Impact Study (TIS) Review with Strand Associates in an Amount Not to Exceed \$100,000.00 [354-26](#)

Attachments: [Approver Report](#)

Award of Contract for the 2026 City of Joliet Sidewalk Replacement Program (West of Larkin) to Davis Concrete Construction Co. in the Amount of \$1,106,778.11 [355-26](#)

Attachments: [Approver Report](#)

Approval of Biosolids Application Spring Lease Payments to Anderson Farms in the Amount of \$24,000.00, to Oram Farms in the Amount of \$37,800.00, to Homerding Farms LLC in the Amount of \$27,000.00, and to James Fleishman in the Amount of \$51,600.00 [357-26](#)

Attachments: [2026 Spring Certification-Anderson](#)
[2026 Spring Certification- Oram](#)
[2026 Spring certification- Homerding](#)
[2026 Spring Certification- Fleishman](#)
[Approver Report](#)

Purchase of Water Metering Equipment from Core & Main LP in the Amount of \$126,900.00 [358-26](#)

Attachments: [Joliet 2026](#)
[Approver Report](#)

Award of Contract No. 2987-0726 for the Hickory Creek and East Interceptor Multisensor Inspection to Taplin Group in the Amount of \$299,168.00 and an Award of Professional Services Agreement for Field Inspection Services to RJN Group Inc. in the Amount of \$56,400.00 [359-26](#)

Attachments: [Agreement for Professional Services - MSI Inspection - RJN Signed Approver Report](#)

Award of Professional Services Agreement for the Sanitary Sewer Rehabilitation for the 2027 Watermain Replacement Program to RJN Group Inc. in the Amount of \$52,400.00 [360-26](#)

Attachments: [Unsigned PSA Sewer Rehab 2027 WMRP Approver Report](#)

Award of Contract No. 2985-0626 for the Minton Road Lift Station Replacement Project to Austin Tyler Construction Inc. In the Amount of \$590,075.00 [365-26](#)

Attachments: [Approver Report](#)

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approval of Change Order No. 2 for the Railroad Street Water Main Improvements Project to P.T. Ferro Construction Co. for a Deduction in the Amount of (\$417,544.90) [361-26](#)

Attachments: [Approver Report](#)

Approval of Change Order No. 1 for the Lois Place Lift Station Rehabilitation to Airys Inc. in the Amount of \$20,958.83 and Final Payment No. 4 in the Amount of \$48,540.39 [362-26](#)

Attachments: [Approver Report](#)

Approval of Change Order No. 3 for the Heggie Park Water Main Improvements Project to P.T. Ferro Construction Co. for a Deduction in the Amount of (\$272,352.78) [363-26](#)

Attachments: [Approver Report](#)

Approval of Change Order No. 1 for the Glenwood and West Acres Water Main Improvements Project to Austin Tyler Construction Inc. in the Amount of \$218,240.10

[366-26](#)

Attachments: [Approver Report](#)

ORDINANCES AND RESOLUTIONS

Ordinance Accepting a \$3,500,000 Grant from the Illinois Department of Transportation for the Joliet I-80 Des Plaines River Bridge Community Plan and Amendment of the 2026 Budget to Receive and Expend Grant Funds

[371-26](#)

Attachments: [IDOT Grant Agreement Ordinance.docx](#)
[Approver Report](#)

Ordinance Amending the 2026 Annual Budget for the Final Payment for the Joliet Multi Modal Transportation Center- 1B Bus Station in the Amount of \$383,589.39

[372-26](#)

Attachments: [UPDATED ORDINANCE NO.docx](#)
[Approver Report](#)

Ordinance Authorizing Approval and Execution of the Class Action Settlement Agreement in Musa et. al. v. City of Joliet, Will County Case 22 LA 334 Consolidated with 22 CH 196

[373-26](#)

Attachments: [Overweight and Overlength Ordinance](#)
[Settlement Agreement](#)
[Approver Report](#)

Resolution Accepting a Grant of Construction and Drainage Easements from Mt. Zion Church for the Ontario Street Drainage Improvements Project

[375-26](#)

Attachments: [Resolution](#)
[Pin 30-07-21-311-015-0000 Easement - Copy Redacted.pdf](#)
[Pin 30-07-21-311-004-0000 Easement - Copy Redacted.pdf](#)
[Pin 30-07-21-310-022-0000 Easement - Copy Redacted.pdf](#)
[Approver Report](#)

Resolution Approving a Memorandum of Agreement between the City of Joliet and the Illinois EPA for the Property Located at 14 W. Clinton Street **376-26**

Attachments: [Resolution](#)
[14 W Clinton MOA.pdf](#)
[14 W Clinton Exhibit A \(NFR\).pdf](#)
[Approver Report](#)

Resolution Accepting Amendment No. 1 for the License Agreement from Metra for the Washington Street Water Main Improvement Project **382-26**

Attachments: [Resolution](#)
[25-106 City of Joliet License Amendment No. 1 to Pipeline License Agreement RE23317 v2](#)
[Approver Report](#)

Resolution Approving an Intergovernmental Agreement with the Village of Shorewood for Gravity Sewer Line Oversizing, Payment, and Capacity for the Lasser Diversion Sewer **383-26**

Attachments: [Resolution](#)
[Joliet Shorewood Oversizing Agreement 070826.docx](#)
[Approver Report](#)

Resolution Authorizing Execution of an Intergovernmental Cooperation Agreement between the City of Joliet and the Joliet Park District (Emergency Shower Facility Access During Extended Water Service Disruptions) **385-26**

Attachments: [Resolution](#)
[IGA Park District](#)
[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

File #: TMP-10096

Agenda Date: 7/20/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Monday, July 6, 2026

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 Councilwoman Sherri Reardon
Excused Councilman Pat Mudron

ALSO PRESENT:

Greg Ruddy - Public Works Director, Allison Swisher - Public Utilities Director, Sean Mikos - Deputy Director Engineering, Jayne Bernhard - Director of Planning, Francisco Jimenez - Planning

APPROVAL OF MINUTES

Public Service Minutes 06/15/2026

[TMP-10007](#)

Attachments: [06152026 Public Service Minutes.pdf](#)

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Larry E. Hug, to approve the Public Service Minutes from the 06/15/2026 meeting. The motion carried by the following vote:

Aye: Councilman Hug and Councilwoman Reardon

CITIZENS TO BE HEARD ON AGENDA ITEMS

No one present at this time.

CONTRACTS

Approval of Purchase of Two (2) Specialty Trucks for the Department of Public Works in the Amount of \$272,143.00

[337-26](#)

Attachments: [Approver Report](#)

Greg Ruddy, Public Works Director, discussed the purchase of two specialty trucks, in the amount of \$272,143.00, for the Public Works Department. The Sign Division vehicle will be purchased from Runnion Equipment and the Electric Division vehicle will be purchased from Smyrna Commercial Vehicles.

Approval of Purchase of Six (6) Vehicles from Ron Tirapelli Ford in the Amount of \$288,318.00

[338-26](#)

Attachments: [Approver Report](#)

Greg Ruddy discussed the purchase of six various vehicles, in the amount of \$288,318.00, from Ron Tirapelli Ford. Four vehicles are for the Fire Department.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Larry E. Hug, to recommend 337-26 and 338-26 for approval by the full Council. The motion carried by the following vote:

Aye: Councilman Hug and Councilwoman Reardon

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approval of Amendment No. 3 to the Phase I, Phase II, and Phase III Professional Engineering Services for the Joliet Centralized Traffic Management System Improvement Project - MFT Section No. 21-00546-00-TL to Iteris Inc. in the Amount of \$14,999.24

[339-26](#)

Attachments: [Approver Report](#)

Greg Ruddy discussed Amendment No. 3 for the Phase I, Phase II, and Phase III Engineering Services, in the amount of \$14,999.24, to Iteris Inc.

Approval of Change Order No. 1 for the County Line Road (Van Dyke Road - Kennedy Drive) Roadway Improvements Project - MFT Section No. 24-00569-00-WR to PT Ferro Construction Co., a Deduction in the Amount of (\$16,122.71), and Payment No. 3 and Final in the Amount of \$97,620.74

[340-26](#)

Attachments: [Approver Report](#)

Sean Mikos, Deputy Director Engineering, discussed Change Order No. 1 for the County Line Road Roadway Improvement Project - MFT Section No. 24-00569-00-WR, in the amount of (\$16,122.71) to PT Ferro Construction Co. Also approved was Payment No. 3 and Final.

Approval of Change Order No. 3 for the 2024 Electrical Maintenance Assistance Contract to Meade Electric Company in the Amount of \$19,237.51 and Payment Request No. 8 in the Amount of \$49,527.97

[341-26](#)

Attachments: [Approver Report](#)

Sean Mikos discussed Change Order No. 3 for the 2024 Electrical Maintenance Assistance Contract, in the amount of \$19,237.51, to Meade Electric Company. Also discussed was Payment Request No. 8 in the amount of \$49,527.97.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Larry E. Hug, to recommend 339-26, 340-26, and 341-26 for approval by the full Council. The motion carried by the following vote:

Aye: Councilman Hug and Councilwoman Reardon

ORDINANCES AND RESOLUTIONS

Resolution Appropriating Motor Fuel Tax Funds for Amendment No. 3 to the Professional Engineering Services for the Phase I, Phase II, and Phase III Engineering Services for the Joliet Centralized Traffic Management System Improvement Project - MFT Section No. 21-00546-00-TL

[349-26](#)

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

Sean Mikos discussed this MFT Resolution.

**Resolution Approving an Honorary Street Name Designation
for Les Cheney**

[350-26](#)

Attachments: [Resolution](#)
 [Cheney Application Redacted.pdf](#)
 [Cheney McRoberts - Map .pdf](#)
 [Approver Report](#)

Jayne Bernhard, Planning Director, discussed the Resolution approving an Honorary Street Name Designation for Les Cheney.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Larry E. Hug, to recommend 349-26 and 350-26 for approval by the full Council. The motion carried by the following vote:

Aye: Councilman Hug and Councilwoman Reardon

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

Councilman Hug asked about Tree Trimming.

Greg Ruddy discussed that Public Works is approximately 5 weeks behind schedule due to storm schedule cleanup. The goal is to have Tree Trimming on a 5-7 year cycle.

Report on Utilities' Maintenance Activities

[TMP-10041](#)

Attachments: [Valve Hydrant Break Report 6-26-2026](#)

Allison Swisher discussed the Public Utilities Maintenance Activities report through June 26, 2026.

PUBLIC COMMENT

No one here at this time.

ADJOURNMENT

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

Aye: Councilman Hug and Councilwoman Reardon



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 352-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Approval of Purchase for One (1) AX17 Vermeer Chipper from Vermeer Illinois Inc in the Amount of \$119,527.78

BACKGROUND:

The 2026 City Budget provides funding for the purchase of a tree chipper for the Roadways Division.

The Public Service Committee will review this matter.

CONCLUSION:

Vermeer Illinois Inc is a long-term vendor to the City of Joliet and is the territory supplier for their respective products. Sourcewell pricing was utilized to secure pricing as shown below:

- **\$119,527.78** - Sourcewell Pricing (\$11,403.22 savings via Sourcewell)
- \$130,931.00 - Preferred Customer Pricing
- \$137,823.00 - Standard Pricing

Sufficient funding exists in the Public Works Capital Improvements Fund (Org 30090290, Object 557500; \$119,527.78) for this purchase.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. One (1) of these circumstances applies:

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

RECOMMENDATION:

Based upon the above, it is recommended that the Mayor and City Council approve the purchase of an AX17 Vermeer Chipper from Vermeer Illinois Inc in the amount of \$119,527.78.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 352-26

File ID: 352-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/08/2026

Department: Public Works

Final Action:

Title: Approval of Purchase for One (1) AX17 Vermeer Chipper from Vermeer Illinois Inc in the Amount of \$119,527.78

Agenda Date: 07/21/2026

Entered by: jsprice@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/8/2026	Greg Ruddy	Approve	7/10/2026
1	2	7/9/2026	Kevin Sing	Approve	7/10/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/15/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 353-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Approval of Professional Service Agreements for On-Call Engineering and Surveying Services with Geotech Inc. and TWIG Technologies, Each in an Amount Not to Exceed \$50,000.00

BACKGROUND:

The Department of Public Works relies on various consulting firms to support and extend the efforts of in-house engineering staff. These services provide necessary technical expertise and supplement in-house staff during periods of increased workload or when specialized surveying and engineering tasks arise.

To ensure the availability of qualified consultants, a Request for Proposals (RFP) for various engineering service categories was issued. Two (2) firms submitted proposals, which were evaluated based on qualifications, municipal experience, technical approach, personnel, and capacity to provide timely services. Following the evaluation, Geotech Inc. and TWIG Technologies were selected as qualified firms capable of providing engineering and surveying services that meet the City's needs.

CONCLUSION:

Based on their qualifications and successful response to the RFP, they have been identified as appropriate firms to provide on-call engineering and surveying services. Staff recommend entering into an hourly rate contract with the firms to allow task orders to be issued on an as-needed basis.

Work will be billed using established hourly rates, issued through a Purchase Order with a total not-to-exceed contract amount of \$50,000.00. This arrangement will streamline the procurement of frequently required surveying and engineering tasks such as topographic surveys, boundary surveys, construction staking, design support, and infrastructure evaluations.

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

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

Sufficient funding exists in the Public Works General Fund / Professional Services (Org 09027000,

Object 523300, \$50,000.00 each) for these agreements.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Professional Service Agreements for On-Call Engineering and Surveying Services with Geotech Inc. and TWIG Technologies, Each in an Amount Not to Exceed \$50,000.00.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into and effective on 7/8/26 ("Effective Date"), by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and GEOTECH 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 AND OBLIGATIONS OF THE CONSULTANT

- 1.1 The Project scope of work is defined in the attached EXHIBIT.
- 1.2 The City and the Consultant, by mutual agreement, shall determine the detailed schedule of interim milestones.
- 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.
- 1.4 The Consultant shall execute the attached Business Status of Bidder Affidavit.
- 1.5 The Consultant shall comply with the attached Bid Rigging and Bid Rotating EXHIBIT.
- 1.6 The Consultant shall not be in arrears to the City of Joliet, Illinois, in any debt or contract, or has failed to execute in whole or in part, in a satisfactory manner, any contract with the City of Joliet, or is a defaulter as to surety or otherwise upon any obligation to the City of Joliet, Illinois.
- 1.7 The City of Joliet has adopted a Responsible Bidder Ordinance (Article XIII, §2-440). In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, or applicable state or federal law or regulation states otherwise, all bidders must comply with the requirements of the Responsible Bidder Ordinance (Article XIII, §2-440), as applicable, in order to submit a bid or be awarded a contract with the City.
- 1.8 The Consultant shall comply with all requirements of the Illinois Drug Free Workplace Act, as applicable.
- 1.9 Tax Compliance:

The Consultant, on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Joliet because of any delinquency in the payment of any tax administered by the State of Illinois, Department of

Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The Consultant understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the AGREEMENT and allows the municipality to recover all amounts paid to the individual or entity under the AGREEMENT in a civil action.

1.10 Unless specifically addressed in the Project scope of work, EXHIBIT, or herein, the Consultant shall be responsible for obtaining applicable approvals, consents, and licenses from all governmental authorities having jurisdiction over the work, and from such other individuals or bodies as may be necessary for completion of the work under this AGREEMENT.

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 ____ calendar days from receipt so as not to delay the work of the Consultant.

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 the attached EXHIBIT.

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 their obligations as outlined in the EXHIBIT, 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 as outlined in the 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 amendment to the AGREEMENT.

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 social media, 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 the 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-VIII 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 two (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 The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by City of Joliet and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of City of Joliet and its subsidiaries.

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. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by City of Joliet and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of City of Joliet and its subsidiaries.

Each Occurrence Limit	\$1,000,000
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Umbrella Liability Coverage, excess of general liability, auto liability and employers liability in an amount of at least \$5,000,000 per occurrence with defense outside the limit.

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's errors and omissions. Coverage must be maintained for a period of two (2) years after final completion of the work.

Errors and Omissions	\$1,000,000
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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 and non-contributory 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 _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

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.

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.

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 AND EQUAL EMPLOYMENT OPPORTUNITY

The Consultant agrees that in all hiring or employment made possible or resulting from this AGREEMENT, there shall be no discrimination against any employee, applicant for employment, or in connection with any apprenticeship or other training program, because of sex, age, race, color, religion, national origin or ancestry, marital status, order of protection status, citizenship status, physical or mental disability unrelated to ability, sexual orientation, military status or unfavorable discharge from military service.

The Consultant shall comply with all requirements under the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

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 – REQUIRED SEXUAL HARASSMENT POLICY

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The terms of this AGREEMENT will take precedence in the event of a conflict of terms with the Consultant's proposal, scope of services and/or any other document referenced in this AGREEMENT. In the event of a conflict between the terms of any Order Form, addendum, attachment, or any other AGREEMENT or communication between the City and the Consultant, this AGREEMENT shall supersede, govern and control to the extent of the inconsistency, unless expressly stated otherwise.

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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 14 – TERMINATION OF THE AGREEMENT

14.1 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.

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SECTION 15 – COMPLIANCE WITH LAWS AND CITY OF JOLIET CODE OF ORDINANCES

ARTICLE XVI – INSPECTOR GENERAL:

15.1 It is the duty of any Consultant and/ or subcontractor, and all officers, directors, agents, partners and employees of any Consultant, to cooperate with the Inspector General of the City of

Joliet in any investigation or hearing undertaken pursuant to Article XVI – Inspector General, of the City of Joliet Code of Ordinances.

The parties referenced in Section 15.1 agree to abide by all applicable provisions of Article XVI of the City of Joliet Code of Ordinances. The Consultant must inform their subcontractors of this provision and require understanding and compliance with the Ordinance.

ARTICLE X, SECTION 2-333 *et seq.* – ETHICS ORDINANCE:

15.2 The City of Joliet has an Ethics Ordinance which prohibits any appointed or elected official of the City of Joliet, or any employee of the City of Joliet from receiving or soliciting anything of value to influence that City official or employee in carrying out his or her official duties. The Consultant shall cooperate by refraining from offering any official or employee anything, item, service, or favor of value to influence that person's decision on any City business. The Consultant shall immediately report any violation of the Ethics Ordinance to the Inspector General, including any solicitation of a thing of value by a City official or employee. The Consultant's participation or encouragement in the violation of the Ethics Ordinance may result in the rejection of a bid, termination of AGREEMENT, or declaration of ineligibility to bid on future contracts.

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SECTION 20 – AUTHORIZATION

The signatories to this AGREEMENT represent and warrant that they have full authority to sign this AGREEMENT on behalf of the Party for whom they sign. If a Party signs this AGREEMENT but fails to date its signature, the date that the last of the other Parties receives the signing Party's signature on this AGREEMENT will be deemed to be the date that the signing Party signed this AGREEMENT.

The undersigned parties hereby execute this AGREEMENT as of the Effective Date first written above.

CITY OF JOLIET

By: _____

H. Elizabeth Beatty, City Manager

Date: _____

ATTEST:

By: _____

Lauren O'Hara, City Clerk

Date: _____

By: _____

Name _____

Title: _____

Date: _____



GEOTECH INC.

CONSULTING ENGINEERS & LAND SURVEYORS

1207 Cedarwood Dr, Crest Hill, IL 60403 • 815-730-1010 • geotechconsultantsinc.com

RATE SCHEDULE

Staff Position	Hourly Rate
Principal	\$215.00
Senior Engineer/Surveyor	\$140.00
Project Manager	\$130.00
Project Engineer/Surveyor	\$110.00
CAD Technician	\$90.00
2 Person Survey Crew	\$250.00
Administrative Assistant	\$100.00

All reimbursable expenses are invoiced at a cost plus 10% administrative service charge.

Overtime rates shall be 1.5 times the listed hourly rates.

Rates for Survey Crew include equipment and vehicle.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into and effective on _____ ("Effective Date"), by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and _____, (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 AND OBLIGATIONS OF THE CONSULTANT

- 1.1 The Project scope of work is defined in the attached EXHIBIT.
- 1.2 The City and the Consultant, by mutual agreement, shall determine the detailed schedule of interim milestones.
- 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.
- 1.4 The Consultant shall execute the attached Business Status of Bidder Affidavit.
- 1.5 The Consultant shall comply with the attached Bid Rigging and Bid Rotating EXHIBIT.
- 1.6 The Consultant shall not be in arrears to the City of Joliet, Illinois, in any debt or contract, or has failed to execute in whole or in part, in a satisfactory manner, any contract with the City of Joliet, or is a defaulter as to surety or otherwise upon any obligation to the City of Joliet, Illinois.
- 1.7 The City of Joliet has adopted a Responsible Bidder Ordinance (Article XIII, §2-440). In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, or applicable state or federal law or regulation states otherwise, all bidders must comply with the requirements of the Responsible Bidder Ordinance (Article XIII, §2-440), as applicable, in order to submit a bid or be awarded a contract with the City.
- 1.8 The Consultant shall comply with all requirements of the Illinois Drug Free Workplace Act, as applicable.
- 1.9 Tax Compliance:

The Consultant, on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Joliet because of any delinquency in the payment of any tax administered by the State of Illinois, Department of

Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The Consultant understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the AGREEMENT and allows the municipality to recover all amounts paid to the individual or entity under the AGREEMENT in a civil action.

1.10 Unless specifically addressed in the Project scope of work, EXHIBIT, or herein, the Consultant shall be responsible for obtaining applicable approvals, consents, and licenses from all governmental authorities having jurisdiction over the work, and from such other individuals or bodies as may be necessary for completion of the work under this AGREEMENT.

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 ____ calendar days from receipt so as not to delay the work of the Consultant.

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 the attached EXHIBIT.

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 their obligations as outlined in the EXHIBIT, 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 as outlined in the 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 amendment to the AGREEMENT.

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 social media, 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 the 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-VIII 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 two (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 The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by City of Joliet and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of City of Joliet and its subsidiaries.

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. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by City of Joliet and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of City of Joliet and its subsidiaries.

Each Occurrence Limit	\$1,000,000
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Umbrella Liability Coverage, excess of general liability, auto liability and employers liability in an amount of at least \$5,000,000 per occurrence with defense outside the limit.

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's errors and omissions. Coverage must be maintained for a period of two (2) years after final completion of the work.

Errors and Omissions	\$1,000,000
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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 and non-contributory 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 _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

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.

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

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The undersigned parties hereby execute this AGREEMENT as of the Effective Date first written above.

CITY OF JOLIET

By: _____

H. Elizabeth Beatty, City Manager

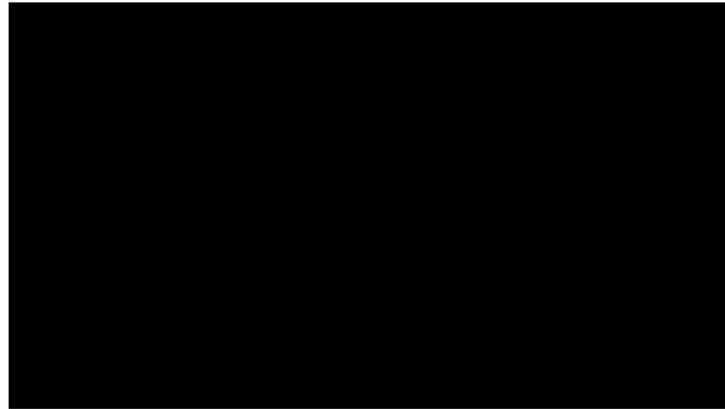
Date: _____

ATTEST:

By: _____

Lauren O'Hara, City Clerk

Date: _____



RATE SCHEDULE

2026

Principal	\$ 270.00
Professional Land Surveyor	\$ 210.00
Professional Engineer I	\$ 220.00
Professional Engineer II	\$ 190.00
Professional Engineer III	\$ 150.00
Expert Witness	\$ 350.00
Engineering Technician	\$ 150.00
Professional Planner	\$ 190.00
GIS Technician / Programmer	\$ 190.00
Field Crew	\$ 250.00
Survey Technician	\$ 150.00
CADD Technician	\$ 145.00
Executive Assistant	\$ 100.00
Secretarial	\$ 90.00

All reimbursable expenses are invoiced at cost plus 10% basis.

This rate schedule is effective January 1, 2026 through December 31, 2026

Rates are revised on a yearly basis starting the 1st of every year.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 353-26

File ID: 353-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/08/2026

Department: Public Works

Final Action:

Title: Approval of Professional Service Agreements for On-Call Engineering and Surveying Services with Geotech Inc. and TWIG Technologies, Each in an Amount Not to Exceed \$50,000.00

Agenda Date: 07/21/2026

Attachments: Agreement for Professional Services - Geotech.pdf,
Fee Schedule- Geotech.pdf, TWIG PSA, Rate
schedule

Entered by: smikos@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/8/2026	Greg Ruddy	Approve	7/10/2026
1	2	7/8/2026	Kevin Sing	Approve	7/10/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/10/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 354-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Approval of Professional Service Agreement for the Northpoint Traffic Impact Study (TIS) Review with Strand Associates in an Amount Not to Exceed \$100,000.00

BACKGROUND:

As part of the executed settlement agreement between the City of Joliet, CenterPoint, and NorthPoint, the City is to review the NorthPoint Traffic Impact Study (TIS) and provide formal comments within the review window specified in the agreement. The settlement agreement explicitly permits the City to utilize specific outside engineering firms to support this review effort.

Given the technical complexity of the regional traffic impacts associated with the NorthPoint development, and in alignment with the agreement's provisions allowing the use of approved engineering firms, Strand Associates, Inc. has been identified as a qualified consultant for this work. Strand Associates is already assisting the City on NorthPoint related engineering tasks and is familiar with the project framework, regional network, and development phasing.

The Public Service Committee will review this matter.

CONCLUSION:

Strand Associates possesses the necessary traffic engineering expertise to conduct a thorough review of the NorthPoint TIS, ensure consistency with City standards, and verify compliance with the obligations specified in the settlement agreement.

All consultant costs associated with the review of the TIS will be fully reimbursed by NorthPoint.

Section 2-438 of the City of Joliet Code of Ordinance 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 Public Works General Fund/ Contract Services (Org 09027000, Object 524200, \$100,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve a Professional Service Agreement for the Northpoint Traffic Impact Study (TIS) Review with Strand Associates, Inc. in an amount not to exceed \$100,000.00.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 354-26

File ID: 354-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/08/2026

Department: Public Works

Final Action:

Title: Approval of Professional Service Agreement for the Northpoint Traffic Impact Study (TIS) Review with Strand Associates in an Amount Not to Exceed \$100,000.00

Agenda Date: 07/21/2026

Entered by: smikos@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Greg Ruddy	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 355-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Award of Contract for the 2026 City of Joliet Sidewalk Replacement Program (West of Larkin) to Davis Concrete Construction Co. in the Amount of \$1,106,778.11

BACKGROUND:

The 2026 Budget allocates funds for sidewalk repairs throughout the City as part of the operational and capital budgets. Improvements will consist of sidewalk removal and replacement, driveway removal and replacement, ADA ramp removal and replacement, and curb removal and replacement.

The Public Service Committee will review this matter.

CONCLUSION:

On July 8, at 1:00 P.M., three (3) sealed bids were received for the 2026 City of Joliet Sidewalk Replacement Program (West of Larkin). The bid summary is as follows:

CONTRACTOR

BID AMOUNT

PT Ferro Construction Co.

\$1,491,895.72

Austin Tyler Construction, Inc.

\$1,475,742.05

Davis Concrete Construction Co.

\$1,106,778.11

Engineer's Estimate

\$1,000,000.00

The low bid by Davis Concrete Co. in the amount of \$1,106,778.11, is 10.68% above the engineer's estimate. Sufficient funds exist utilizing the Public Works Capital Funds (Org 30090270, Object 557200, \$906,778.11) and Public Works General Funds / Contract Services (Org 09027000, Object 524200, \$200,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award the Contract for the 2026 City of Joliet Sidewalk Replacement Program (West of Larkin) to Davis Concrete Construction Co. in the Amount of \$1,106,778.11.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 355-26

File ID: 355-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/08/2026

Department: Public Works

Final Action:

Title: Award of Contract for the 2026 City of Joliet Sidewalk Replacement Program (West of Larkin) to Davis Concrete Construction Co. in the Amount of \$1,106,778.11

Agenda Date: 07/21/2026

Entered by: smikos@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1	7/9/2026	Greg Ruddy	Approve	7/13/2026
2	2	7/9/2026	Kevin Sing	Approve	7/13/2026
2	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
2	4	7/17/2026	Beth Beatty	Approve	7/13/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 357-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of Biosolids Application Spring Lease Payments to Anderson Farms in the Amount of \$24,000.00, to Oram Farms in the Amount of \$37,800.00, to Homerding Farms LLC in the Amount of \$27,000.00, and to James Fleishman in the Amount of \$51,600.00

BACKGROUND:

On January 6, 2026, the Mayor and City Council authorized the award of the 2026 Biosolids Disposal Contract at the contract price of \$2,516,550.00 to New Era Spreading, Inc. In addition to awarding the Disposal Contract, the Mayor and City Council approved the Spring Lease program which provides a \$150.00 per acre payment to farmers who accept biosolids in the spring for the additional tillage needed to plant after the spring biosolids application. The agreement also includes a provision to pay a \$150.00 per acre reduced yield guarantee.

The Public Service Committee will review this matter.

CONCLUSION:

Anderson Farms provided 80 acres for biosolids application this spring. Per the Spring Lease Agreement, Anderson Farms is owed \$150.00 per acre for additional tillage needed to prepare the land to plant a summer crop. In addition to the tillage, Anderson Farms agreed to plant late allowing for the application of biosolids well into June. The City agreed to pay the additional \$150.00 per acre reserved for reduced yield. The total amount is \$24,000.00 (80 x \$300.00).

Oram Farms provided 126 acres for biosolids application this spring. Per the Spring Lease Agreement, Oram Farms is owed \$150.00 per acre for additional tillage needed to prepare the land to plant a summer crop. In addition to the tillage, Oram Farms agreed to plant late allowing for the application of biosolids well into June. The City agreed to pay the additional \$150.00 per acre reserved for reduced yield. The total amount is \$37,800.00 (126 x \$300.00).

Homerding Farms LLC., provided 180 acres for biosolids application this spring. Per the Spring Lease Agreement, Homerding Farms LLC., is owed \$150.00 per acre for additional tillage needed to prepare the land to plant a summer crop. The total amount is \$27,000.00 (180 x \$150.00).

James Fleishman provided 172 acres for biosolids application this spring. Per the Spring Lease Agreement, Mr. Fleishman is owed \$150.00 per acre for additional tillage needed to prepare the land to plant a summer crop. In addition to the tillage, Mr. Fleishman agreed to plant late allowing for the application of biosolids well into June. The City agreed to pay the additional \$150.00 per acre

reserved for reduced yield. The total amount is \$51,600.00 (172 x \$300.00).

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. One (1) of these circumstances apply:

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

Payments for the spring lease program will be charged to the Water & Sewer Operating Fund / Westside WWTP / Contractual Services (Org 50080803, Object 524200, \$51,600.00), Water & Sewer Operating Fund / Aux Sable WWTP / Contractual Services (Org 50080804, Object 524200, \$24,000.00), and Water & Sewer Operating Fund / Eastside WWTP / Contractual Services (Org 50080802, Object 524200, \$64,800.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the spring lease payments to Anderson Farms for the use of 80 acres for the spring biosolids application in the amount of \$24,000.00, Oram Farms for the use of 126 acres for the spring biosolids application in the amount of \$37,800.00, Homerding Farms LLC for the use of 180 acres for the spring biosolids application in the amount of \$27,000.00, and James Fleishman for the use of 172 acres for the spring biosolids application in the amount of \$51,600.00.

Allison Swisher
Director of Utilities
City of Joliet
921 Washington St
Joliet, IL 60433

Dear Ms. Swisher,

Please accept this letter with regards to the City of Joliet's 2026 Biosolids Spring Lease Agreement with Farmer Anderson Farms. Anderson Farms has fulfilled the terms of this agreement (part VII – A and B) and is due \$300 per acre on 80 acres for a total sum of \$24,000.00 Please contact me if you have any questions or need additional information in regard to this letter.

Thank you.

Sincerely,

Nick Hamann
President
New Era Spreading, Inc

Allison Swisher
Director of Utilities
City of Joliet
921 Washington St
Joliet, IL 60433

Dear Ms. Swisher,

Please accept this letter with regards to the City of Joliet's 2026
Biosolids Spring Lease Agreement with Farmer Oram Farms.

Oram Farms has fulfilled the terms of this agreement (part VII – A
and B) and is due \$300 per acre on 126 acres for a total sum of
\$37,800.00 Please contact me if you have any questions or need
additional information in regard to this letter.

Thank you.

Sincerely,

Nick Hamann
President
New Era Spreading, Inc

Allison Swisher
Director of Utilities
City of Joliet
921 Washington St
Joliet, IL 60433

Dear Ms. Swisher,

Please accept this letter with regards to the City of Joliet's 2026 Biosolids Spring Lease Agreement with Farmer Homerding Farms LLC. Homerding Farms has fulfilled the terms of this agreement (part VII – A and B) and is due \$150 per acre on 180 acres for a total sum of \$27,000.00 Please contact me if you have any questions or need additional information in regard to this letter.

Thank you.

Sincerely,

Nick Hamann
President
New Era Spreading, Inc

Allison Swisher
Director of Utilities
City of Joliet
921 Washington St
Joliet, IL 60433

Dear Ms. Swisher,

Please accept this letter with regards to the City of Joliet's 2026 Biosolids Spring Lease Agreement with Farmer James Fleishman. James Fleishman has fulfilled the terms of this agreement (part VII – A and B) and is due \$300 per acre on 172 acres for a total sum of \$51,600 Please contact me if you have any questions or need additional information in regard to this letter.

Thank you.

Sincerely,

Nick Hamann
President
New Era Spreading, Inc



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 357-26

File ID: 357-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2026

Department: Public Utilities

Final Action:

Title: Approval of Biosolids Application Spring Lease Payments to Anderson Farms in the Amount of \$24,000.00, to Oram Farms in the Amount of \$37,800.00, to Homerding Farms LLC in the Amount of \$27,000.00, and to James Fleishman in the Amount of \$51,600.00

Agenda Date: 07/21/2026

Attachments: 2026 Spring Certification-Anderson, 2026 Spring Certification- Oram, 2026 Spring certification- Homerding, 2026 Spring Certification- Fleishman

Entered by: ngornick@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Allison Swisher	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 358-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Purchase of Water Metering Equipment from Core & Main LP in the Amount of \$126,900.00

BACKGROUND:

The City of Joliet Department of Public Utilities maintains a citywide Automatic Meter Reading (AMR) system to read water consumption data from approximately 50,000 meters on a monthly basis. This system consists of three main components including water meters, SmartPoint radios, and radio-read / tower infrastructure. Sensus meters have been the City standard since 1987, and Core & Main LP is the sole authorized area distributor of Sensus equipment. Attached for reference is Core & Main's 2026 water meter pricing sheet.

The Public Service Committee will review this matter.

CONCLUSION:

To meet the City's needs for new construction the following metering equipment is needed:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>ITEM PRICE</u>	<u>TOTAL COST</u>
6	10" Omni F2 Water Meters	\$21,150.00	\$126,900.00

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. Three (3) of these circumstances apply:

- (a) Purchases that may only be practicably made from a single source.
- (c) Purchases of equipment which, by reason of training of city personnel or an inventory of replacement parts maintained by the city, are compatible with the existing equipment owned by the City.
- (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council.

This purchase will be charged to PU Grant / Reimbursable Projects Fund / Meter New Construction / Equipment (Org 50180170, Object 557500, Project 25012, \$126,900.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council authorize the Purchase of Water Metering Equipment, in the amount of \$126,900.00, from Core & Main LP.



18900 S. 82nd Avenue, Mokena IL., 60448

Date: September 14, 2025
City of: Joliet
Attn: Carri Hart

Subject: 2026 Joliet Quotation for Sensus Water Meters

Product	Quantity	Unit Price	Extension
New 5/8"-1" iPERL Water Meters			
5/8" Sensus iPERL Water Meter	0	\$130.00 ea	\$0.00
5/8" Sensus iPERL Water Meter w/ BRASS THREADS	0	\$163.00	
3/4"S Sensus iPERL Water Meter (7 1/2"LL)	0	\$130.00 ea	\$0.00
3/4"S Sensus iPERL Water Meter (7 1/2"LL) w/ BRASS THREADS	0	\$168.00	
3/4" Sensus iPERL Water Meter (9"LL)	0	\$151.00 ea	\$0.00
3/4" Sensus iPERL Water Meter (9"LL) w/ BRASS THREADS	0	\$168.00	
1" Sensus iPERL Water Meter	0	\$200.00 ea	\$0.00
1" Sensus iPERL Water Meter w/ BRASS THREADS	0	\$227.00	
<u>Please Note:</u> Touchpad Adder: \$8.00			
New 3/4"-1" Ally Water Meter			
3/4" Sensus Ally Water Meter (7 1/2"LL)	0	\$450.00	
1" Sensus Ally Water Meter		\$518.00	
New 1 1/2" - 2" OMNI R2 Water Meters			
1 1/2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	0	\$540.00 ea	\$0.00
2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	0	\$740.00 ea	\$0.00
New 1 1/2" - 10" OMNI C2 Water Meters			
1 1/2" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$1,142.00 ea	\$0.00
2" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$1,318.00 ea	\$0.00
3" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$1,670.00 ea	\$0.00
4" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$2,901.00 ea	\$0.00
6" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$5,800.00 ea	\$0.00
8" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$8,700.00 ea	\$0.00
10" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$10,900.00 ea	\$0.00
New 1 1/2" - 10" OMNI T2 Water Meters			
1 1/2" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$721.00 ea	\$0.00
2" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$854.00 ea	\$0.00
3" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$1,068.00 ea	\$0.00
4" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$2,073.00 ea	\$0.00
6" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$3,731.00 ea	\$0.00
8" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$6,084.00 ea	\$0.00
10" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$7,931.00 ea	\$0.00

New 4" - 10" OMNI F2 Water Meters

4" Sensus OMNI F2 Water Meter With Integral ULFM Strainer, AMR Output, Pulse Output and Test Outlet	0	\$6,602.00	ea	\$0.00
6" Sensus OMNI F2 Water Meter With Integral ULFM Strainer, AMR Output, Pulse Output and Test Outlet	0	\$8,800.00	ea	\$0.00
8" Sensus OMNI F2 Water Meter With Integral ULFM Strainer, AMR Output, Pulse Output and Test Outlet	0	\$13,960.00	ea	\$0.00
10" Sensus OMNI F2 Water Meter With Integral ULFM Strainer, AMR Output, Pulse Output and Test Outlet	0	\$21,150.00	ea	\$0.00

New 1 1/2" - 4" CORDONEL Water Meters

1 1/2" Sensus Cordonel Water Meter 13" LL 6' TRPL 3W Cable	1	\$1,370.00	ea	\$1,825.00
2" Sensus Cordonel Water Meter 15.25" & 17" LL 6' TRPL 3W Cable	1	\$1,475.00	ea	\$2,050.00
3" Sensus Cordonel Water Meter 19" LL 6' TRPL 3W Cable	1	\$2,478.00	ea	\$2,450.00
4" Sensus Cordonel Water Meter 23" LL 6' TRPL 3W Cable	1	\$3,938.00	ea	\$3,925.00

FlexNet SmartPoints

510M Single Port, 3-Wire	0	\$132.00	ea	\$0.00
510M Single Port, TouchCoupler	0	\$132.00	ea	\$0.00
520M Single Port, 3-Wire	0	\$151.00	ea	\$0.00
520M Single Port, TouchCoupler	0	\$151.00	ea	\$0.00

Please Note: All 5/8" - 1" meters quoted include 3 terminal screws and are intended for an interior setting in a dry environment. Waterproof versions of all 5/8"-1" meters are available upon request.

Please Note: Please include touchpad price when ordering meter requiring touchpad.

Please Note: Final project pricing shall be determined by actual meter quantities supplied.

Please Note: Pricing does not include Labor to install.

Prices are good until **December 31, 2026**. Delivery can be made from stock to within twenty (20) weeks from receipt of your purchase order. Our terms of payment are net thirty (30) days.

Sincerely,

**Territory Manager
Chad Capps**



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 358-26

File ID: 358-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2026

Department: Public Utilities

Final Action:

Title: Purchase of Water Metering Equipment from Core & Main LP in the Amount of \$126,900.00

Agenda Date: 07/21/2026

Attachments: Joliet 2026

Entered by: chart@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Allison Swisher	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 359-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Contract No. 2987-0726 for the Hickory Creek and East Interceptor Multisensor Inspection to Taplin Group in the Amount of \$299,168.00 and an Award of Professional Services Agreement for Field Inspection Services to RJN Group Inc. in the Amount of \$56,400.00

BACKGROUND:

The annual sanitary sewer cleaning and inspection program focuses on both preventive maintenance and planning for future capital improvements. In 2025, the City completed small diameter sewer cleaning and televising for the system. The next phase of the program focuses on inspection and cleaning of large diameter interceptor sewers. In 2026, the City will complete CCTV, lidar, and sonar inspection of the Hickory Creek Interceptor and the East Interceptor. This multisensor inspection allows the City to calculate the amount of debris that is in these large diameter interceptors and prepare bidding documents for a sewer cleaning contract in 2027.

Design drawings and bidding documents for the Hickory Creek and East Interceptor Multisensor Inspection Project were prepared and the invitation to bid was advertised in the Herald News on Thursday, June 5, 2026.

The Public Service Committee will review this matter.

CONCLUSION:

On Thursday, July 2, 2026, at 10:00 a.m., two (2) sealed bids were opened for the Hickory Creek and East Interceptor Multisensor Inspection. The bid summary is as follows:

CONTRACTOR

BID AMOUNT

Taplin Group

\$299,168.00

National Power Rodding

\$1,584,000.00

Engineer's Estimate

\$546,700.00

The low bid from Taplin Group, in the amount of \$299,168.00, is 45.3% below the engineer's estimate. Taplin Group has completed similar services for municipalities and received a good reference from the Milwaukee Metropolitan Sewage District. Funds will be charged to the Water & Sewer Operations Fund / Contractual Services (Org 50080020, Object 524200, \$299,168.00).

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 assisted the City with its Sanitary Sewer Investigation and Rehabilitation Program since 2014. RJN Group Inc. provided a proposal in the amount of \$56,400.00 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, \$56,400.00).

RECOMMENDATION:

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

1. Award the Contract for the Hickory Creek and East Interceptor Multisensor Inspection, in the amount of \$299,168.00, to Taplin Group.
2. Award the Professional Services Agreement for Professional Engineering and Field Inspection Services, in the amount of \$56,400.00, to RJN Group Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS 21st day of July, 2026, 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 June 12, 2026.
- 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 \$56,400.00

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 by December 31, 2026, 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: 

Name: Michael N. Young

Title: Senior Vice President

Date: 7/8/2026



June 12, 2026

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
Hickory Creek and East Interceptor Multi-Sensor Inspection
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 Hickory Creek and East Interceptor Multi-Sensor Inspection Program.

Key Project Goals and Objectives

The City of Joliet is completing a Multi-Sensor Inspection program of the Hickory Creek and East Interceptor sewers, in order to provide inspections needed to assess the condition of aging interceptor sewers.

In May 2026, RJN Group, Inc. assisted the City of Joliet in preparing contract documents for multi-sensor inspection, while making sure the contract had the necessary language, exhibits and requirements for a multi-sensor inspection program spanning multiple large diameter interceptor sewers.

The program includes multi-sensor inspection (MSI) in the City of Joliet, covering approximately **28,700 linear feet of sanitary sewer**, primarily made of reinforced concrete (RCP), ranging from 24" to 60" in diameter. Additionally, the contract with the MSI contractor includes an Alternate Bid for **100 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.

On-site visits and program management are 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
- Deficiencies in the work are quickly addressed.

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 **\$56,400** as outlined in Exhibit B. RJN is ready to begin the project immediately upon an agreement with the City, and the multi-sensor inspection is expected to be completed by December 31, 2026. Complete Scope of Services, Pricing, and Schedules are provided in the following exhibits:

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

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 Yann at (847) 899-8723 or ygallin@rjnmail.com if you would like to discuss this proposal or have any questions.

Sincerely,

A black rectangular box redacting the signature of Michael N. Young.

Michael N. Young, PE
Senior Vice President

A black rectangular box redacting the signature of Yann Gallin.

Yann Gallin
Principal Project Manager

EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services for contract management and field inspection services for the Hickory Creek and East Interceptor Multi-sensor Inspection 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 two-month inspection period, we anticipate a total of 80 hours (8 weeks x 10 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 50 hours for field inspection and progress monitoring, covering the 100 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 inspection 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-weekly progress meetings with the City and the Contractor. Prepare agenda and meeting minutes for each bi-weekly 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 bi-weekly project updates to the City.
11. RJN will ensure that the contractor completes the multi-sensor inspection in accordance with the City contract and that all submittals are organized and completed.
12. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout services.
13. Provide general project management throughout the duration of the project.
14. Meet with City staff as necessary to discuss the progress of the project.
15. Upload and provide access to inspection data and videos on the web viewer Clarity®.
16. Provide digital copies of data, GIS geodatabases, and photographs.

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 Hickory Creek and East Interceptor Multi-Sensor Inspection Program Management project 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 **\$56,400**. RJN vehicles will be charged **\$60 per day** when used on site.

Not-To-Exceed Total Cost: \$56,400

Cost Schedule

Task	Task Description	Cost
1001	Pre-Inspection Assistance & Inspection Maps	\$5,300
1002	Field Inspection and Progress Monitoring	\$18,100
1003	Scheduling, Quantity Tracking and Data review	\$9,300
1004	Submittal Review and Invoice Review	\$9,100
1005	Punch List & Project Closeout	\$3,900
1006	Mapping Updates, GIS Deliverables & GIS Missing Inspections	\$5,200
1007	Program Management & Meetings	\$5,500
TOTAL		\$56,400

Proposal Option

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

2026 Hourly Wage Ranges

	Classification	2026 Hourly Wage Ranges
PD	Project Director	\$70.00 - \$130.00
SPM	Senior Project Manager	\$50.00 - \$85.00
PM	Project Manager	\$40.00 - \$70.00
SCM	Sr. Construction Manager	\$45.00 - \$65.00
CM	Construction Manager	\$40.00 - \$55.00
CO	Construction Observer	\$25.00 - \$45.00
SPE	Senior Project Engineer	\$39.00 - \$54.00
PE	Project Engineer	\$36.00 - \$44.00
EI	Engineer I	\$32.00 - \$38.00
GSS	GIS Specialist	\$27.00 - \$40.00
GIS	GIS Analyst	\$22.00 - \$33.00
SDA	Senior Data Analyst	\$25.00 - \$40.00
DA	Data Analyst	\$22.00 - \$30.00
FM	Field Manager	\$27.00 - \$45.00
FS	Field Supervisor	\$23.50 - \$32.00
FT	Field Technician	\$21.00 - \$27.00
AS	Administrative Support	\$22.00 - \$40.00

*Rates valid through 12/31/2026.



EXHIBIT C

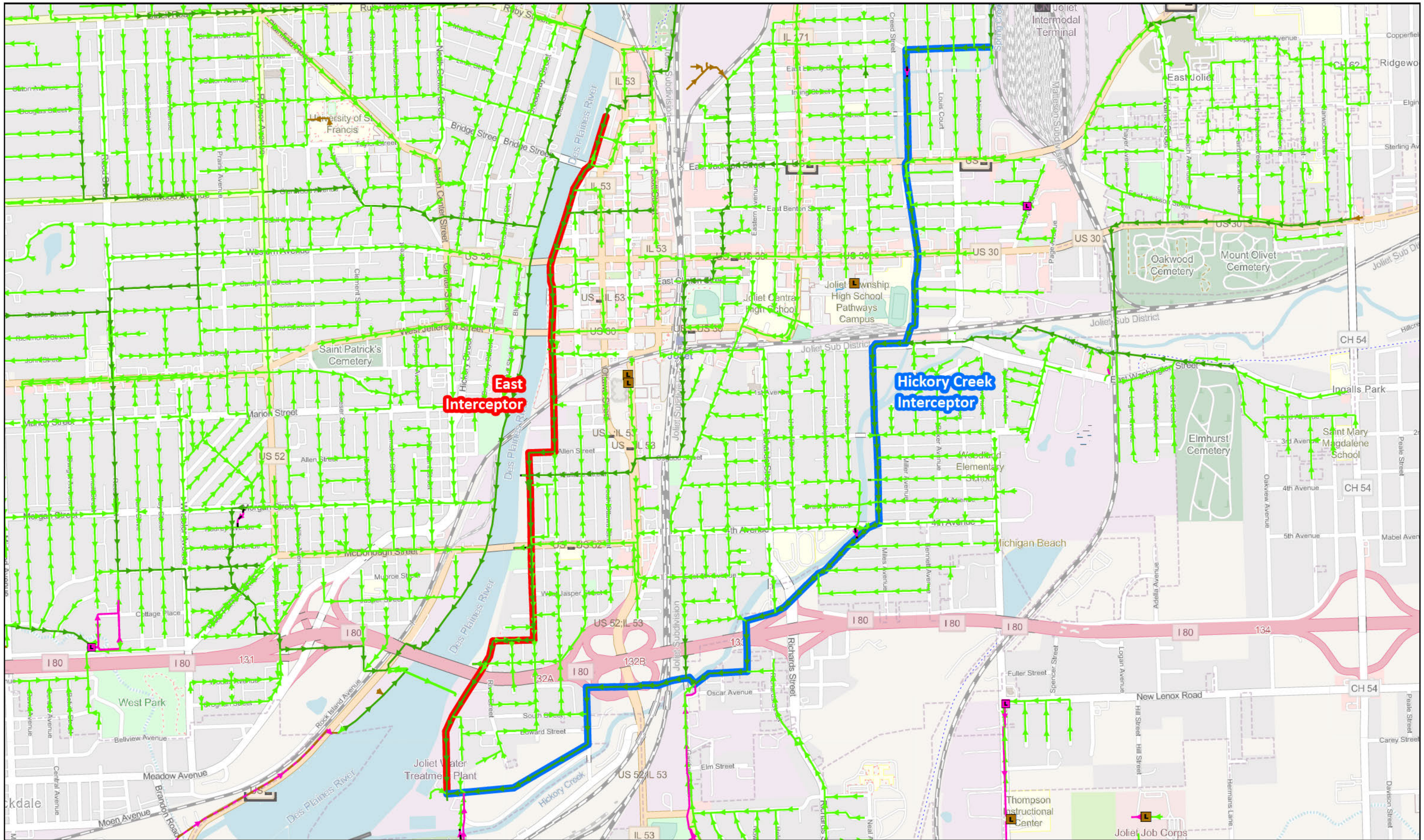
PROPOSED SCHEDULE

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 Contractor is ready to begin work. It is our understanding that the multi-sensor inspection is expected to be completed by **December 31, 2026**.



EXHIBIT D

MAPS





City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 359-26

File ID: 359-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2026

Department: Public Utilities

Final Action:

Title: Award of Contract No. 2987-0726 for the Hickory Creek and East Interceptor Multisensor Inspection to Taplin Group in the Amount of \$299,168.00 and an Award of Professional Services Agreement for Field Inspection Services to RJN Group Inc. in the Amount of \$56,400.00

Agenda Date: 07/21/2026

Attachments: Agreement for Professional Services - MSI Inspection
- RJN Signed

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Allison Swisher	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 360-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Professional Services Agreement for the Sanitary Sewer Rehabilitation for the 2027 Watermain Replacement Program to RJN Group Inc. in the Amount of \$52,400.00

BACKGROUND:

The 2027 Water Main Replacement Program consists of 11 contracts to replace a total of approximately 20 miles of water main. The Illinois Environmental Protection Agency's (IEPA) standard requirements for watermain installation requires 18-inches of vertical separation from bottom of water main to top of sewer and 10-feet horizontal separation from edge of water main to edge of sewer. Approximately 12,600 LF of sanitary and storm sewer did not meet IEPA's water and sewer separation requirements. To provide the required separation, either the sewers must be relocated, or IEPA allows the sewers to be lined. The most cost-effective method is to line the existing sewers with cured-in-place pipelining (CIPP).

In 2021, the City prepared a request for qualifications for professional engineering services for sanitary sewer rehabilitation engineering. Three qualifications were received, and three firms were interviewed. Upon review of the qualifications, RJN Group Inc. was selected as the most qualified firm to manage the City's sanitary sewer investigations and rehabilitation program. Accordingly, Staff requested RJN Group provide a proposal for design of the Sanitary Sewer Rehabilitation for the 2027 Watermain Replacement Program.

The Public Service Committee will review this matter.

CONCLUSION:

RJN Group Inc. has provided a proposal to complete design engineering for the Sanitary Sewer Rehabilitation for the 2027 WMRP in an amount not-to-exceed \$52,400.00. The design scope of work includes engineering design, preparation of bid documents, and bidding assistance.

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 / Sewer Collection / Professional Services (Org 50180020, Object 557200, \$52,400.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Professional Services Agreement for design engineering for Sanitary Sewer Rehabilitation related to the 2027 Watermain Replacement Program, in the amount of \$52,400.00, on behalf of RJN Group Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS 21st day of July, 2026, 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 June 25, 2026.
- 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 \$52,400.00

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 by September 17, 2026, 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: _____

RJN Group, Inc.

By: _____

Name: Michael N. Young

Title: Senior Vice President

Date: 7/8/2026

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____



June 25, 2026

Mr. Owen Dean, P.E.
Civil Engineer II
City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432-4148

**Subject: Proposal for Professional Engineering Services
Sanitary Sewer Rehabilitation for the 2027 Watermain
Replacement Projects**

Dear Mr. Dean:

RJN Group, Inc. (RJN) is pleased to submit this proposal to provide Professional Engineering Services to the City of Joliet (City) for the **Sanitary Sewer Rehabilitation for the 2027 Watermain Replacement Projects**.

RJN, established in 1975, is a professional engineering consulting firm focused on providing innovative engineering solutions and field services. With over 90% of our clients being municipalities and public utilities, and over 85% of our work focused on sewer collection systems, we are uniquely qualified for this project.

On January 21, 2022, RJN submitted a Statement of Qualifications (SOQ) to the City of Joliet for Professional Consulting Services for Sanitary Sewer Investigations & Rehabilitation. Following the submittal and interview process, RJN was selected by the City for this work.

Key Project Goals and Objectives

On January 5, 2021, the Mayor and City Council approved Resolution No. 7613, committing to water conservation through the reduction of non-revenue water in order to comply with the allocation requirements of the Level of Lake Michigan Act, 615 ILCS 50, and the corresponding State regulations. A condition of the City's Lake Michigan water allocation permit is completion of the City's Non-Revenue Water Reduction Plan. A major component of this Plan is watermain replacement. The watermain replacement, estimated at approximately 3% per year, must be sufficient to achieve the reduction of non-revenue water from the City's water system to not more than 10 percent by the year 2030.

The 2027 Water Main Replacement Program consists of 11 contracts in total. Environmental Protection Agency's (EPA's) standard requirement for watermain installation is 18-inches of vertical separation and 10-feet of horizontal separation from sanitary and storm sewer. Approximately 13,400 LF of sanitary and storm sewer did not meet EPA's water and sewer separation requirements. The most cost-effective method to meet the EPA's separation requirements is to line the existing sanitary and storm sewers with cured-in-place pipelining (CIPP).

This proposal of services pertains to the following:

1. Design of the Sanitary Sewer Rehabilitation for the 2027 Watermain Replacement Projects

The sanitary sewer rehabilitation program includes 13,400 linear feet of mainline CIPP, with pipe diameters ranging from 6 to 18 inches. The estimated construction cost for the sanitary sewer rehabilitation program is **between \$1.0 million and \$1.1 million**.

2. Project Management and Meetings

Overall management will also be provided. Hours for project management and design review meetings will be allocated.

RJN will provide access to its online data hosting platform Clarity™, that includes status of data collection, access to data collected, field collected media for flow monitoring and construction activities.

Project Team and Experience

Team

The RJN Team assigned to this project includes the following professionals: Yann Gallin as Project Manager, Patrick Hulsebosch as Assistant Project Manager, Jon Merki and Emily Tate as Project Engineers, and Marco Lopez as GIS Senior Specialist. Yann Gallin will also oversee Client Management and Quality Assurance/Quality Control (QA/QC).

Experience

Over the last 50 years, RJN has successfully executed more than 2,000 sewer programs and assessed 291 million feet of pipelines. These comprehensive evaluations have culminated in nearly \$400 million worth of construction improvements nationwide. Among the recent local endeavors are the Bluff Street Interceptor Rehabilitation Project and the Garnsey Park Sanitary Sewer Rehabilitation Program.

Assuring Quality and Safety

Quality Assurance

RJN is committed to providing **quality** deliverables. The completion of these inspections is critical in providing actionable results for the City. As collection system specialists, RJN has built data review processes that ensure that all data is accurate. Our engineers and field inspection crews are trained and certified in NASSCO PACP and MACP inspection and review to ensure the highest quality data. RJN's internal Quality Control tools, along with our corporate training and Quality Assurance processes, are designed to deliver a program that will provide value for the City.

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

This project will be invoiced on a Time and Materials basis for a total not-to-exceed fee of **\$52,400**. The design is expected to be completed by **August 27, 2026**. Complete Scope of Services, Pricing, and Schedules are provided in the following exhibits:

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

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 Yann at 847-899-8723 if you would like to discuss this proposal or have any questions.

Sincerely,

Michael N. Young, PE
Senior Vice President

Yann Gallin
Principal Project Manager

EXHIBIT A

SCOPE OF SERVICES

The scope of services for this program will include the rehabilitation design of the following components (approximate quantities):

- **13,400 linear feet of CIPP lining**

RJN is proposing the following scope of services to complete this task.

1. Prepare for and attend a kick-off design meeting.
2. Review sewer televising data to confirm work to be completed.
3. Prepare detailed schedules and a construction plan set for the recommended rehabilitation work including mainline cleaning & televising and CIPP lining as follows:
 - a. Cover Sheet
 - b. General Notes and Summary of Quantities
 - c. Sequencing of Construction and watermain project areas (if applicable)
 - d. Sanitary Sewer Rehabilitation Sheets including:
 - i. Cleaning and televising,
 - ii. CIPP mainline lining,
 - iii. Mainline and lateral grouting,
 - iv. Parcels identified for dye testing,
 - v. Identification of IDOT roadways.
 - e. Construction Details
4. GIS exhibits will be utilized to prepare the Construction Plan Set (no survey required)
5. Prepare Contract Front End Documents and detailed Specifications:
 - a. Update City's front-end documents,
 - b. Utilize EJCDC specifications with only project specific modifications,
 - c. Prepare detailed project Specifications.
6. Prepare an Opinion of Probable Construction Cost.
7. Coordinate permitting with the City and other governmental agencies. Provide exhibits, documentation, correspondence, and plans for permitting process as needed.
8. Provide two (2) progress review submittals at 60% and Final set of Plans, Specifications and
9. Opinion of Probable Construction cost for City review and comment prior to bidding.
10. Perform a quality control/quality assurance review for each submittal and final plans and specifications.
11. Prepare a final bid package with plans, front-end documents, and specifications. Submit a pdf of the final bid package to the City.
12. Bidding Assistance:
 - a. Prepare Addenda as needed.
 - b. Respond to Contractors' questions.
 - c. Prepare a letter of recommendation for the award.

13. Provide project management for the duration of the design project and attend meetings as needed with City staff.

Items Requested from the City

1. Updated GIS geodatabases and/or shape files for all sewer system programs.
2. Televising of sewers (if necessary).
3. Assistance with IDOT permitting and other regulatory agencies as applicable.
4. Updated City's front-end documents.



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 **\$52,400**.

Below are the Summary of Engineering Services Fees:

Task	Task Description	Cost
1001	Lining & Grouting confirmation review	\$9,300
1002	Cover Sheet, General Notes, SOQ & Detail Sheets	\$4,500
1003	Lining & Grouting Schedules & Plans	\$12,900
1004	Specifications & Contract Documents	\$8,700
1007	Cost Estimates & Bidding Assistance	\$6,400
1008	QA/QC Checks	\$5,500
1009	Sewer Design Project Management	\$5,100
	TOTAL	\$52,400

Proposal Option

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

2026 Hourly Wage Ranges

	Classification	2026 Hourly Wage Ranges
PD	Project Director	\$70.00 - \$130.00
SPM	Senior Project Manager	\$50.00 - \$85.00
PM	Project Manager	\$40.00 - \$70.00
SCM	Sr. Construction Manager	\$45.00 - \$65.00
CM	Construction Manager	\$40.00 - \$55.00
CO	Construction Observer	\$25.00 - \$45.00
SPE	Senior Project Engineer	\$39.00 - \$54.00
PE	Project Engineer	\$36.00 - \$44.00
EI	Engineer I	\$32.00 - \$38.00
GSS	GIS Specialist	\$27.00 - \$40.00
GIS	GIS Analyst	\$22.00 - \$33.00
SDA	Senior Data Analyst	\$25.00 - \$40.00
DA	Data Analyst	\$22.00 - \$30.00
FM	Field Manager	\$27.00 - \$45.00
FS	Field Supervisor	\$23.50 - \$32.00
FT	Field Technician	\$21.00 - \$27.00
AS	Administrative Support	\$22.00 - \$40.00

*Rates valid through 12/31/2026.



EXHIBIT C

PROPOSED SCHEDULE

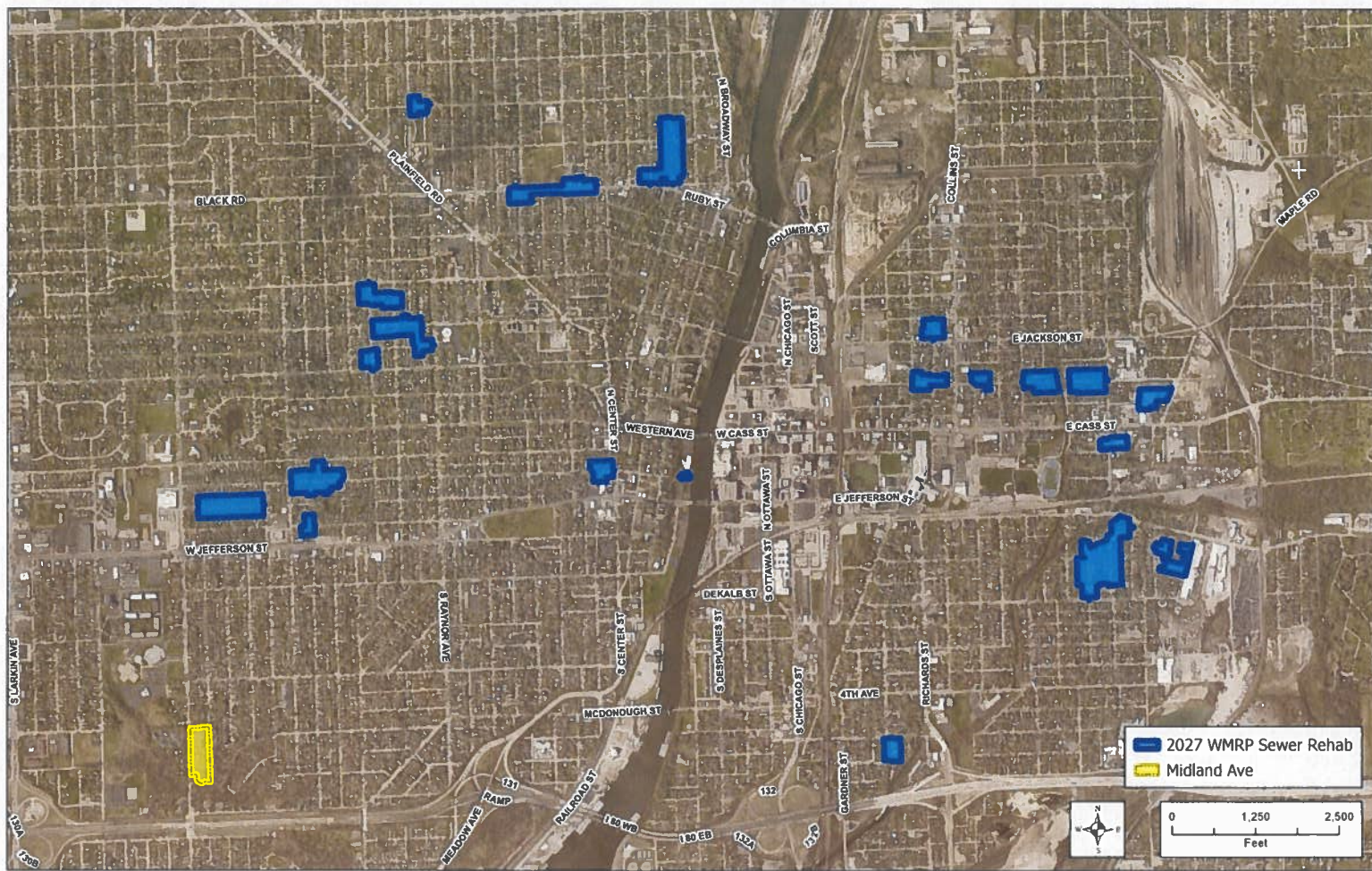
RJN is prepared to start work immediately upon an Agreement. The schedule for this project is based on a **notice to proceed no later than July 21, 2026**, and is summarized as follows:

Task	Timeline
60% Design Submittal	Tuesday, August 11, 2026
Final Electronic Submittal	Tuesday, August 25, 2026
Proposed Bid Advertisement	Thursday, August 27, 2026
Proposed Bid Opening	Thursday, September 17, 2026



EXHIBIT D

MAPS





City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 360-26

File ID: 360-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2026

Department: Public Utilities

Final Action:

Title: Award of Professional Services Agreement for the Sanitary Sewer Rehabilitation for the 2027 Watermain Replacement Program to RJN Group Inc. in the Amount of \$52,400.00

Agenda Date: 07/21/2026

Attachments: Unsigned PSA Sewer Rehab 2027 WMRP

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Allison Swisher	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 365-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Contract No. 2985-0626 for the Minton Road Lift Station Replacement Project to Austin Tyler Construction Inc. In the Amount of \$590,075.00

BACKGROUND:

The City of Joliet acquired the Southeast Joliet Sanitary District (District) water and sanitary sewer systems on February 1, 2026. Will County is providing funding via multiple sources to fund improvements in the District's system. One of these funding sources is federal grant funds from the Congressionally Directed Spending (CDS) program.

The Minton Road Lift Station Replacement project was identified as a candidate for the use of CDS funds. It is a priority project for the system due to existing operational issues and pump outages that can result in basement sewer back-ups.

Design drawings and bidding documents for the Minton Road Lift Station Replacement Project were prepared and the invitation to bid was advertised in the Herald News on Thursday, June 5, 2026.

The Public Service Committee will review this matter.

CONCLUSION:

On Tuesday, July 7, 2026, at 10:00 a.m., four (4) sealed bids were received for the Minton Road Lift Station Replacement Project. The bid summary is as follows:

<u>CONTRACTOR</u>	<u>BID AS READ</u>
Austin Tyler Construction Inc.	\$590,075.00
Steve Spiess Construction Inc.	\$678,000.00
Performance Construction and Engineering LLC	\$744,450.00
Airy's Inc.	\$749,875.00
Engineer's Estimate	\$800,000.00

The low bid by Austin Tyler Construction Inc. is 26% below the engineer's estimate. Austin Tyler Construction Inc. has previously completed similar work for the City of Joliet.

Funds will be charged to the PU Grant / Reimbursable Projects Fund / SEJSD / Construction (Org 50180170, Object 557200, Project 25048, \$590,075.00).

The charges for this project will be reimbursed through a Congressionally Directed Spending Grant and Will County Land Use Funds.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Award of Contract for the Minton Road Lift Station Replacement Project, in the amount of \$590,075.00, on behalf of Austin Tyler Construction Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 365-26

File ID: 365-26

Type: Agenda Item

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2026

Department: Public Utilities

Final Action:

Title: Award of Contract No. 2985-0626 for the Minton Road Lift Station Replacement Project to Austin Tyler Construction Inc. In the Amount of \$590,075.00

Agenda Date: 07/21/2026

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Allison Swisher	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 361-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of Change Order No. 2 for the Railroad Street Water Main Improvements Project to P.T. Ferro Construction Co. for a Deduction in the Amount of (\$417,544.90)

BACKGROUND:

On January 21, 2025, the Mayor and City Council awarded a Contract for the Railroad Street Water Main Improvements Project, in the amount of \$2,610,424.27, on behalf of P.T. Ferro Construction Co., based on the Unit Prices provided in their bid. Change Order No. 1 was subsequently approved to extend the contract times.

The Public Service Committee will review this matter.

CONCLUSION:

This project has been completed, inspected, and accepted by the Department of Public Utilities. Change Order No. 2, a net decrease in the amount of (\$417,544.90), is a final balancing change order for the following work:

- Balancing of final quantities
- Deduction for unused quantities
- Additional removal and replacement of raised reflective pavement markings

Funds will be credited for this project to the Water Main Replacement Fund (Org 53880000, Object 557200, (\$374,007.40) and the 2025 Lead Service Line Replacement Fund (Org 53880000, Object 557200, (\$43,537.50).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 2 to the contract for the Railroad Street Park Water Main Improvements Project for a decreased amount of (\$417,544.90) on behalf of P.T. Ferro Construction Co.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 361-26

File ID: 361-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2026

Department: Public Utilities

Final Action:

Title: Approval of Change Order No. 2 for the Railroad Street Water Main Improvements Project to P.T. Ferro Construction Co. for a Deduction in the Amount of (\$417,544.90)

Agenda Date: 07/21/2026

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Allison Swisher	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 362-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of Change Order No. 1 for the Lois Place Lift Station Rehabilitation to Airys Inc. in the Amount of \$20,958.83 and Final Payment No. 4 in the Amount of \$48,540.39

BACKGROUND:

On March 18, 2025, the Mayor and City Council awarded a Contract for the Lois Place Lift Station Rehabilitation in the amount of \$949,849.00 to Airys Inc.

The Public Service Committee will review this matter.

CONCLUSION:

This project has been completed, inspected, and accepted by the Department of Public Utilities. Change Order No. 1, a net increase in the amount of \$20,958.83, is a result of:

- Adjustment of utility site plan due to utility conflicts
- Installation of a 4" PRV in 60-inch precast vault
- 40-feet of DIP with necessary fittings
- Installation of two DIP Tee fittings
- Installation of two 6-inch gate valves in boxes
- Restoration for additional watermain work
- Balancing of quantities

Funds will be credited for this project to the Water & Sewer Improvement Fund / Lift Stations / Construction (Org 50180031, Object 557200, Project 24036, (\$52,352.45)) and funds will be charged to the Water & Sewer Improvement Fund / Water / Construction (Org 50180012, Object 557200, Project 26021, \$73,311.28).

Also, Payment No. 4 and Final, in the amount of \$48,540.39, is presented for approval on behalf of Airy's Inc.

RECOMMENDATION:

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

1. Approve Change Order No. 1, in the amount of \$20,958.83, for the Lois Place Lift Station Rehabilitation Project.
2. Approve Payment No. 4 and Final, in the amount of \$48,540.39, on behalf of Airys Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 362-26

File ID: 362-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2026

Department: Public Utilities

Final Action:

Title: Approval of Change Order No. 1 for the Lois Place Lift Station Rehabilitation to Airys Inc. in the Amount of \$20,958.83 and Final Payment No. 4 in the Amount of \$48,540.39

Agenda Date: 07/21/2026

Agenda Number:

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Allison Swisher	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 363-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of Change Order No. 3 for the Heggie Park Water Main Improvements Project to P.T. Ferro Construction Co. for a Deduction in the Amount of (\$272,352.78)

BACKGROUND:

On January 21, 2025, the Mayor and City Council awarded a Contract for the Heggie Park Water Main Improvements Project in the amount of \$7,895,977.38 on behalf of P.T. Ferro Construction Co. based on the Unit Prices provided in their bid. Change Orders No. 1 and 2 were subsequently approved for a net deduction of (\$291.17).

The Public Service Committee will review this matter.

CONCLUSION:

This project has been completed, inspected, and accepted by the Department of Public Utilities. Change Order No. 3, a net decrease in the amount of (\$272,352.78), is a final balancing change order for the following work:

- Balancing of final quantities
- Additional restoration of lawns and parkways
- Additional slope restoration, IDOT class 3 seed
- Additional work to replace 10" storm line on Edgehill on 3/12/26
- Additional work to replace 10" storm line on Edgehill on 3/13/26
- Deduction of cost due to material credit for check valve
- Deduction for unused quantities
- Deduction of granular trench backfill
- Deduction of miscellaneous fittings
- Deduction for filling of existing pipe for abandonment
- Deduction of geotechnical fabric for ground stabilization
- Deduction of HMA removal and replacement, 4-inch binder 2-inch surface
- Deduction of HMA removal and replacement, 2.5-inch binder 1.5-inch surface
- Deduction of HMA surface mill and overlay over patches, 1.5-inch
- Deduction of HMA driveway removal and replacement, 3-inch
- Deduction of PCC driveway removal and replacement, 6-inch
- Deduction of gravel driveway removal and replacement
- Deduction of concrete curb and gutter removal and replacement

- Deduction of PCC sidewalk removal and replacement
- Deduction for removal and replacement of signs
- Deduction for fence to be removed and re-erected
- Deduction of unused quantities

Funds will be credited for this project to the Water Main Replacement Fund (Org 53880000, Object 557200, (\$272,352.78)).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 3 for the Heggie Park Water Main Improvements Project, for a decreased amount of (\$272,352.78), on behalf of P.T. Ferro Construction Co.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 363-26

File ID: 363-26

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2026

Department: Public Utilities

Final Action:

Title: Approval of Change Order No. 3 for the Heggie Park Water Main Improvements Project to P.T. Ferro Construction Co. for a Deduction in the Amount of (\$272,352.78)

Agenda Date: 07/21/2026

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Allison Swisher	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 366-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of Change Order No. 1 for the Glenwood and West Acres Water Main Improvements Project to Austin Tyler Construction Inc. in the Amount of \$218,240.10

BACKGROUND:

On February 3, 2026, the Mayor and City Council awarded a Contract for the Glenwood and West Acres Water Main Improvements Project in the amount of \$6,577,723.51 on behalf of Austin Tyler Construction Inc. based on the Unit Prices provided in their bid. On June 16, 2026, the Mayor and City Council approved an Intergovernmental Agreement with the Joliet Township High School District 204 for a water extension and connection at Joliet West High School.

The Public Service Committee will review this matter.

CONCLUSION:

Change Order No. 1 is for cost adjustments to install a service line and meter vault at Joliet West High School from the Glenwood Avenue side of the property. The following is a description of the work included within this change order:

- Additional trench backfill
- Additional 8" water main installation
- Additional fire hydrant installation
- Additional restoration
- Installation of meter vault

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$218,240.10). Per the terms of the IGA with JTHS District 204, the District will reimburse the City \$48,511.77 for the private portion of the service line work.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 1 for the Glenwood and West Acres Water Main Improvements Project, in the amount of \$218,240.10, to Austin Tyler Construction Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 366-26

File ID: 366-26

Type: Agenda Item

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2026

Department: Public Utilities

Final Action:

Title: Approval of Change Order No. 1 for the Glenwood and West Acres Water Main Improvements Project to Austin Tyler Construction Inc. in the Amount of \$218,240.10

Agenda Date: 07/21/2026

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Allison Swisher	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/9/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 371-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Ordinance Accepting a \$3,500,000 Grant from the Illinois Department of Transportation for the Joliet I-80 Des Plaines River Bridge Community Plan and Amendment of the 2026 Budget to Receive and Expend Grant Funds

BACKGROUND:

From 2020 through 2022, the Illinois Department of Transportation (IDOT) engaged consultant firm CDM Smith to work with residents affected by the proposed reconstruction of the Interstate 80 Bridge over the Des Plaines River in order to identify potential mitigation measures. This process identified the following possible neighborhood improvement projects:

- A new walking and biking trail connecting the South End neighborhood along the Des Plaines River between Varnado Park to areas where the existing I-80 bridge will be demolished
- Enhanced lighting for safety and aesthetics
- A Historic plaque for Reverend Varnado Park and historic identifiers
- Traffic calming measures along Water Street

At the June 21, 2022 meeting, the City Council adopted Resolution #7778 approving a Letter of Intent (LOI) with the Illinois Department of Transportation (IDOT) to accept a \$400,000 Statewide Planning and Research Funds Grant. This allowed the City to lead the effort to further vet potential neighborhood improvement projects through the preparation of a Community Plan for the area affected by the relocated Des Plaines River Bridge. In this LOI, IDOT further committed to provide \$3,500,000 to the construction of improvements identified in the Community Plan.

The Community Plan process began in the fall of 2024. The plan is now 2/3 complete. The project team has led two community meetings and four steering committee meetings during which details of the above noted concepts have been further refined. IDOT has continued to engage with the City throughout the project and has prepared an Intergovernmental Agreement to formally enable use of the \$3,500,000.

The Public Service Committee will review this matter.

CONCLUSION:

The City, per Resolution # 7778, committed itself to manage this project and to accept \$3.5 million to implement the project. This is a 100% reimbursable grant. Approving this intergovernmental grant agreement allows the City to utilize committed State funding for this project.

Sufficient funding exists utilizing Planning / Grant Funding (Org 22020240, Object 420200, Project Code CMP26.

RECOMMENDATION:

The Administration recommends the Mayor and City Council adopt the attached Ordinance approving an intergovernmental grant agreement with the Illinois Department of Transportation for grant funding related to the Joliet Des Plaines River Bridge Community Plan and an amendment to the 2026 Budget.

ORDINANCE NO.

AN ORDINANCE ACCEPTING A \$3,500,000.00 GRANT FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE JOLIET I-80 DES PLAINES RIVER BRIDGE COMMUNITY PLAN AND AMENDMENT OF THE 2026 BUDGET TO RECEIVE AND EXPEND GRANT FUNDS

WHEREAS, the City Council adopted Resolution #7778 approving a letter of intent (LOI) with the Illinois Department of Transportation (IDOT) to accept a \$3,500,000.00 grant to fund the construction of improvements identified in the I-80 Des Plaines River Bridge Community Plan; and

WHEREAS, this is a 100% reimbursement grant. There is no local match requirement for this project; and

WHEREAS, On December 5, 2025, the City Council adopted Ordinance No. 18809 establishing the 2026 Annual Budget. Under Illinois law (65 ILCS 5/8-2-9.6), the City Council may revise the annual budget by a two-thirds vote, provided sufficient funds exist to support the revisions. A budget amendment is required to support these awarded funds; and

WHEREAS, the Mayor and City Council have determined that it is in the City's best interest to move forward with this project and begin implementing the scope of work outlined in Part 5 Scope of Service/Responsibilities in the grant agreement.

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

SECTION 1: The Mayor and City Council hereby find the recitals contained in this preamble to this Ordinance are true, correct, and complete and are hereby incorporated into this Ordinance by reference.

SECTION 2 Grant Acceptance: That the Mayor and City Council authorize the City Manager to execute the Intergovernmental Grant Agreement with the Illinois Department of Transportation for implementation of the Joliet I-80 Des Plaines River Bridge Community Plan improvements on behalf of the City of Joliet.

SECTION 3: Amendment of 2026 Budget: The City of Joliet's 2026 Annual Budget is hereby amended to increase the following revenues and expenditures:

Organization	Object	Project Code	Amount	Purpose
22020240	420200	CMP26	\$3,500,000	Grant Revenue
22020240	523300	CMP26	\$70,500	Professional Services

SECTION 4: This Ordinance shall be considered severable, and the invalidity of any section, clause, paragraph, sentence or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

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

PASSED this _____ day of _____, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 371-26

File ID: 371-26

Type: Ordinance

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/08/2026

Department: Public Works

Final Action:

Title: Ordinance Accepting a \$3,500,000 Grant from the Illinois Department of Transportation for the Joliet I-80 Des Plaines River Bridge Community Plan and Amendment of the 2026 Budget to Receive and Expend Grant Funds

Agenda Date: 07/21/2026

Attachments: IDOT Grant Agreement Ordinance.docx

Entered by: jbernhard@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Jayne Bernhard	Approve	7/10/2026
1	2	7/9/2026	Greg Ruddy	Approve	7/13/2026
1	3	7/9/2026	Kevin Sing	Approve	7/13/2026
1	4	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	5	7/9/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 372-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Ordinance Amending the 2026 Annual Budget for the Final Payment for the Joliet Multi Modal Transportation Center- 1B Bus Station in the Amount of \$383,589.39

BACKGROUND:

The Joliet Multi Modal Transportation Center has been completed, inspected and accepted. The final phase of this project, the 1B Bus Station, was completed by a bonding company after the original contractor on the project defaulted.

This budget adjustment allows for the final payment to be made to close out the JMMRTC - 1B Bus Station. After the payment is processed, PACE will reimburse the City for the full amount of the payment utilizing their RTA Grant Funds.

The Public Service Committee will review this matter.

CONCLUSION:

As this expenditure was not fully funded in the original 2026 City of Joliet Budget, a Budget Amendment Ordinance, in the amount of \$383,589.39, is attached for approval.

The Grants and Special Revenue Fund Org 30020010, Object Code 557300 will be utilized for this amendment. This fund will then be reimbursed upon receipt of funding from PACE.

RECOMMENDATION:

Based on the above, it is recommended the Mayor and City Council approve the Ordinance for a Budget Amendment, in the amount of \$383,589.39, for the final payment for the JMMRTC - 1B Bus Station project.

ORDINANCE NO.

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET FOR THE CITY OF JOLIET

WHEREAS, the City of Joliet, Illinois (the “City”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City of Joliet adopted Ordinance No. 18809 on December 16, 2025 adopting an annual budget for the fiscal year commencing on January 1, 2026 and ending on December 31, 2026; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the City of Joliet may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

WHEREAS, the City of Joliet is a home rule unit of local government.

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

SECTION 1: The 2026 Annual Budget for the City of Joliet, Will and Kendall Counties, Illinois is hereby amended as follows:

Organization	Object	Amount	Purpose
30020010	557300	\$383,589.39	Final Payment JMMRTC -1B Bus Station

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

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

SECTION 4: This Ordinance shall be in effect immediately upon its passage.

PASSED this _____ day of _____, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 372-26

File ID: 372-26

Type: Ordinance

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/08/2026

Department: Public Works

Final Action:

Title: Ordinance Amending the 2026 Annual Budget for the Final Payment for the Joliet Multi Modal Transportation Center- 1B Bus Station in the Amount of \$383,589.39

Agenda Date: 07/21/2026

Attachments: UPDATED ORDINANCE NO.docx

Entered by: Idorothy@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Greg Ruddy	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 373-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Todd Lenzie, Interim Corporate Counsel

SUBJECT:

Ordinance Authorizing Approval and Execution of the Class Action Settlement Agreement in *Musa et. al. v. City of Joliet*, Will County Case 22 LA 334 Consolidated with 22 CH 196

BACKGROUND:

This matter concerns a class action complaint in which the Plaintiffs allege that the City of Joliet improperly adjudicated overweight and overlength vehicle violations through its administrative adjudication system rather than through the circuit court process required for certain traffic offenses under state law and the City's own ordinances. The litigation challenges the City's past enforcement practices and raises questions regarding the interaction between Joliet's home rule authority, applicable provisions of the Illinois Vehicle Code, and local ordinances governing reporting and adjudication of traffic offenses.

Following arm's-length settlement negotiations, including pretrial-conference assistance by Judge Lynch, the Parties reached a proposed Class Action Settlement Agreement and Release. The proposed settlement class includes persons against whom the City's administrative adjudication system imposed fines, penalties, other financial sanctions, judgments, or findings of liability for an overlength or overweight violation of a Joliet ordinance on or after January 1, 2017. The agreement states a total settlement value of \$2,039,786.79. Of that amount, \$1,711,472.73 is to be paid to the Class Settlement Administrator, less any amount paid for class notice and administration, and \$328,314.06 consists of cancellation of covered outstanding debt. The remaining cash fund will be used for class notice and administration, pro rata distributions to eligible Class Members who paid covered fines or costs, service awards of up to \$5,000 for each Class Representative, and court-approved attorneys' fees of up to 33% of the Net Settlement Fund, plus costs of up to \$10,000. The settlement is subject to preliminary and final court approval; upon final approval, the released claims will be dismissed with prejudice. The agreement expressly provides that it is not an admission or concession of liability or wrongdoing by the City.

Under article VII, section 6(a), of the Illinois Constitution, a municipality with a population of more than 25,000 is a home rule unit unless it elects by referendum not to be. Joliet is a home rule unit. Ill. Const. 1970, art. VII, § 6(a). The Constitution provides:

Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt.

Home rule powers and functions are construed liberally. A home rule unit may exercise powers

pertaining to its government and affairs unless the Illinois Constitution or an express statutory limitation provides otherwise. *Cammacho v. City of Joliet*, 2024 IL 129263, ¶¶ 20-22. The General Assembly may limit a home rule power or provide for the State's exclusive exercise of that power, but such a limitation must be stated specifically. In the absence of a specific limitation or declaration of exclusive State authority, home rule units may exercise their powers concurrently with the State. Ill. Const. 1970, art. VII, § 6(g)-(i), (m); *Cammacho*, 2024 IL 129263, ¶¶ 20-23.

Accordingly, the issues presented here require consideration of both any express State-law limitation and the scope of adjudicatory authority conferred by the City's own ordinances.

The overweight and overlength restrictions at issue arise under the Joliet Code of Ordinances. Section 19-21 provides that "it is unlawful to operate any vehicle in excess of twenty-four thousand (24,000) pounds (twelve (12) tons), or any vehicle with a gross vehicle weight rating greater than twenty-four thousand (24,000) pounds (12 tons), on any non-designated city road." Section 19-19 provides that "[t]he maximum length of a second-division motor vehicle on any non-designated street shall be fifty-five (55) feet."

The class claims concern the City's use of administrative adjudication for covered overweight and overlength violations. Section 3-5(d) of the Joliet Code provides that "a uniform traffic citation shall be issued in the case of a violation of a reportable offense of the Illinois Vehicle Code," and section 3-5 (e) provides that "[a]ny traffic offense requiring reporting to the Secretary of State shall be returnable to the Will County Court House on the applicable return date."

Two statutory provisions frame whether an overweight or overlength violation, or a similar municipal ordinance violation, is reportable and how it may be adjudicated:

625 ILCS 5/6-204(a) ("When court to forward license and reports") establishes reporting duties for Vehicle Code offenses and similar offenses under municipal ordinances. Although subsection (a)(2) contains specified reporting exceptions, its final sentence provides that the reporting requirements apply to all violations listed in paragraphs (1) and (2), except parking violations, when the driver holds a commercial learner's permit (CLP) or commercial driver's license (CDL), regardless of the type of vehicle, or when any driver commits the violation in a commercial motor vehicle. Public Act 94-307 added this CDL and commercial-motor-vehicle reporting provision in 2005.

65 ILCS 5/1-2.1-2 defines a statutory "system of administrative adjudication" and excludes "(i) proceedings not within the statutory or the home rule authority of municipalities; and (ii) any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles and except for any reportable offense under Section 6-204 of the Illinois Vehicle Code." As *Cammacho* later clarified, however, that definition does not itself preempt a home rule municipality's constitutional authority to make administrative determinations under its ordinances.

Before *Cammacho*, two appellate decisions informed the legal landscape concerning municipal adjudication of traffic-related ordinance violations:

People ex rel. Ryan v. Village of Hanover Park, 311 Ill. App. 3d 515 (1st Dist. 1999). The court invalidated municipal "P-ticket" programs that allowed traffic offenders to pay settlement fees in lieu of circuit court adjudication, concluding that the programs conflicted with the uniform enforcement and reporting framework established by chapter 11 of the Illinois Vehicle Code and applicable Illinois

Supreme Court rules.

Catom Trucking, Inc. v. City of Chicago, 2011 IL App (1st) 101146. The court interpreted section 1-2.1-2's exclusions as barring administrative adjudication of overweight-vehicle ordinance violations because they were similar traffic regulations governing the movement of vehicles. *Catom* also recognized the separate exclusion for reportable offenses under section 6-204. The opinion treated section 1-2.1-2 as determining the scope of a home rule municipality's adjudicatory authority, an interpretation the Illinois Supreme Court later rejected in *Cammacho*.

In *Cammacho*, the Illinois Supreme Court addressed (1) whether section 1-2.1-2 constitutionally preempted the City's home rule authority to administratively adjudicate violations of its ordinances and (2) whether the overweight and overlength violations before the Court were properly subject to administrative adjudication under the Joliet Code. The Court held that section 1-2.1-2 does not preempt the City's home rule authority and overruled *Catom* to the extent *Catom* treated that statutory definition as determining a home rule unit's power to administratively adjudicate ordinance violations. *Cammacho*, 2024 IL 129263, ¶¶ 31, 52-53.

The Court nevertheless concluded that section 3-5 of the Joliet Code directed traffic offenses requiring reporting to the Secretary of State to the circuit court. Because the ordinance violations before the Court were reportable, the Joliet Code did not confer authority on the City's hearing officer to adjudicate those violations administratively, and the administrative decisions were reversed. *Id.* ¶¶ 41-43, 50, 53.

The Court explained that section 6-204(a) requires reporting of Vehicle Code violations and similar municipal ordinance violations, other than parking violations, when committed by a CLP or CDL holder in any vehicle or by any driver operating a commercial motor vehicle. The Court further held that Joliet's weight and length ordinances were similar to the corresponding Vehicle Code provisions. *Id.* ¶¶ 47, 49-50.

The Public Service Committee will review this item.

CONCLUSION:

Cammacho preserves the City's favorable position that section 1-2.1-2 does not preempt Joliet's home rule authority to administratively adjudicate ordinance violations. At the same time, the decision establishes that section 3-5 of the Joliet Code required the reportable overweight and overlength violations before the Court to proceed in circuit court, creating material litigation risk concerning the City's historical administrative adjudication of comparable citations.

The proposed settlement resolves the released class claims arising from the City's administrative adjudication of covered overweight and overlength citations on or after January 1, 2017, while avoiding the uncertainty, burden, expense, and risk of continued litigation. Accordingly, staff recommends adoption of the ordinance authorizing execution of the Class Action Settlement Agreement and directing the City Manager and Corporation Counsel to take the actions necessary to obtain court approval and implement the settlement.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve an Ordinance Authorizing Approval and Execution of the Class Action Settlement Agreement in *Musa et. al. v. City*

of Joliet, Will County Case 22 LA 334 Consolidated with 22 CH 196

ORDINANCE NO. _____

ORDINANCE AUTHORIZING APPROVAL AND EXECUTION OF THE CLASS ACTION SETTLEMENT AGREEMENT IN MUSA, ET AL. v. CITY OF JOLIET, WILL COUNTY CASE 22 LA 334 CONSOLIDATED WITH 22 CH 196

WHEREAS, Plaintiffs Yahya Musa, Iuri Culev, Richard Bagley, Vasan Tharamalingham, and Maciej Gasienica Sobczak filed a putative class action lawsuit against the City of Joliet in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois, captioned Musa et al. v. City of Joliet, Case No. 22 LA 334, consolidated with Culev et al. v. City of Joliet, Case No. 22 CH 196; and

WHEREAS, Plaintiffs alleged that the City improperly utilized its administrative adjudication system to adjudicate certain overweight and overlength vehicle citations, sought declaratory relief, and sought reimbursement of fines, penalties, and associated costs; and

WHEREAS, the City denies Plaintiffs' allegations, denies liability, and denies wrongdoing, and the Settlement Agreement provides that neither the Settlement Agreement nor proceedings in connection with it shall be construed as evidence of an admission or concession by the City of liability or wrongdoing; and

WHEREAS, after arm's-length settlement negotiations, including pretrial-conference assistance by Judge Lynch, the Parties reached a proposed Class Action Settlement Agreement and Release (the "Settlement Agreement") providing a stated total settlement value of \$2,039,786.79, consisting of a cash component of \$1,711,472.73 and cancellation of covered outstanding debt valued at \$328,314.06, with the cash component to be administered and distributed in accordance with the Settlement Agreement; and

WHEREAS, the Settlement Agreement further provides for (1) certification of the Settlement Class for settlement purposes only; (2) notice to Class Members; (3) pro rata payments to eligible Class Members; (4) service awards of up to \$5,000 for each Class Representative; (5) court-approved attorneys' fees of up to 33% of the Net Settlement Fund, plus costs of up to \$10,000; (6) dismissal of the claims asserted in the Lawsuit with prejudice upon entry of the Final Approval Order; and (7) releases that become effective in accordance with the terms of the Settlement Agreement; and

WHEREAS, the City Council finds that approving the Settlement Agreement is in the best interests of the City of Joliet to avoid the uncertainty, burden, cost, and risk of continued litigation; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, as follows:

SECTION 1: The City Council hereby approves the Class Action Settlement Agreement and Release in Musa et al. v. City of Joliet, Case No. 22 LA 334, consolidated with Culev et al. v. City of Joliet, Case No. 22 CH 196, substantially in the form attached hereto as Exhibit A, together with such nonmaterial revisions as the Corporation Counsel determines are necessary or advisable to effectuate the settlement; provided, however, **that no revision may materially**

increase the City's financial obligations, materially expand the Settlement Class, materially narrow the releases provided to the City, or materially alter the Settlement Agreement's no-admission provision without further approval of the City Council.

SECTION 2: The City Manager, or the City Manager's designee, is authorized and directed to execute the Settlement Agreement and such administrative, fiscal, and other non-litigation documents as are necessary to perform the City's obligations under the Settlement Agreement.

SECTION 3: The Corporation Counsel, or the Corporation Counsel's designee, is authorized and directed to execute and file all pleadings, motions, proposed orders, and other court documents; to appear on behalf of the City in all proceedings concerning preliminary and final approval of the settlement; and to take such additional legal action as is reasonably necessary to implement and enforce the Settlement Agreement.

SECTION 4: The appropriate City officers and employees are authorized and directed to make the payments, cancel the covered outstanding debt, provide the information required for class notice and administration, and perform the other obligations imposed upon the City by the Settlement Agreement, subject to the direction of the City Manager and Corporation Counsel.

SECTION 5: This Ordinance shall become effective immediately upon its passage and approval as provided by law.

PASSED this _____ day of _____, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS**

YAHYA MUSA, IURI CULEV, RICHARD	)	
BAGLEY, VASAN THARAMALINGHAM,	)	
MACIEJ GASIENICA SOBCZAK, on behalf of	)	
Plaintiffs and the class members described below,	)	
	)	Case No. 22 LA 334
Plaintiffs,	)	Consolidated with
	)	<i>Culev, et al. v. City of Joliet,</i>
v.	)	Case No. 22 CH 196
	)	
CITY OF JOLIET,	)	
	)	
Defendant.	)	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and among Yahya Musa, Iuri Culev, Richard Bagley, Vasan Tharamalingham, and Maciej Gasienica Sobczak, individually and on behalf of all others similarly situated, and City of Joliet, as set forth below:

INTRODUCTION

This Settlement Agreement is made for the sole purpose of consummating settlement of the Lawsuit (as this term and other terms are defined in Section 1 below) on a class basis. This Settlement Agreement is made in full compromise and release of all Released Claims in the Lawsuit. Because the Lawsuit is being settled on class basis, this settlement must receive approval by the Court pursuant to 735 ILCS 5/2-806. If the Final Approval Order does not become Final for any reason, this Settlement Agreement shall be deemed null and void *ab initio*; it shall be of no force or effect whatsoever (except for the restrictions on use provided in this paragraph and the provisions set forth in paragraphs 2.6(D) and 2.10(C)); and the negotiation, terms and entry of this Settlement Agreement shall remain subject to the provisions of Ill. R. Evid. 408.

NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED by and among the Class Representatives (for themselves and the Class Members) and Defendant, each with the assistance of their or its counsel, that, as among the Settling Parties, and all Class Members, the Lawsuit and the Released Claims shall be finally and fully compromised, settled and released, and the Lawsuit shall be dismissed with prejudice, as to each of the Settling Parties, upon and subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, the Lawsuit was commenced by Plaintiffs, individually and on behalf of all others similarly situated, and is currently pending and unresolved among Plaintiffs and Defendant;

WHEREAS, in the Lawsuit, Plaintiffs allege that Defendant illegally compelled Class Members into an administrative adjudication system for alleged citations that required disposition in a circuit court;

WHEREAS, in the Lawsuit, Plaintiffs seek a declaration that Defendant's imposition of fines, penalties, judgments, and findings of liability are null and void *ab initio* and seek disgorgement of the full amount of the respective fines, penalties, and other monies that Class Members paid to Defendant;

WHEREAS, Defendant denies Plaintiffs' claims, denies any liability to Plaintiffs and the Class, and denies any wrongdoing of any kind relative to the allegations asserted in the Lawsuit and further denies that Plaintiffs or any member of the Settlement Class are entitled to damages;

WHEREAS, the Settling Parties agree that it is desirable that the Lawsuit and the claims alleged therein be settled upon the terms and conditions set forth herein to avoid further expense and uncertain, burdensome and potentially protracted litigation, and to resolve all claims that have been or could have been asserted by Plaintiffs and the Settlement Class;

WHEREAS, the Settling Parties have engaged in arms-length settlement negotiations, including pretrial conference assistance by Judge Lynch, and Class Counsel represent that they have otherwise conducted a thorough study and investigation of the law and the facts relating to the claims that have been or might have been asserted in the Lawsuit and have concluded, taking into account the benefits that Plaintiffs and the Class Members will receive as a result of this Settlement Agreement and the risks and delays of further litigation, that this Settlement Agreement is fair, reasonable, and adequate; and

WHEREAS, in consideration of the foregoing and other good and valuable consideration, it is hereby stipulated and agreed by and among the Settling Parties that the claims of Plaintiffs and

the Class in the Lawsuit be and are hereby compromised and settled, subject to Court approval of this Settlement Agreement, upon the terms and conditions set forth below.

DEFINITIONS

As used in all parts of this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action Deadline” means the date 90 days after entry of a Preliminary Approval Order or as otherwise set by the Court.

1.2 “Bagley” means Richard Bagley.

1.3 “Class Counsel” means Daniel Edelman, Heather Kolbus, and Caileen Crecco of Edelman, Combs, Lattuner & Goodwin, LLC; Paul F. Markoff and Karl G. Leinberger of Markoff Leinberger LLC; and Frank P. Andreano of Andreano Law PC.

1.4 “Class Member” means a person who is a member of the Settlement Class as identified in paragraph 2.1.

1.5 “Class Notice” means the notice to be approved by the Court as set forth in paragraph 2.6.

1.6 “Class Period” means January 1, 2017 through the present.

1.7 “Class Representatives” means Plaintiffs.

1.8 “Class Settlement Administrator” means the firm approved by the Court, which is retained to issue notice to the Class Members and to administer the settlement, including issuing settlement checks.

1.9 “Clerk of Court” means the Will County Circuit Court Clerk, 100 W Jefferson St, Joliet IL 60432.

1.10 “Court” means the Circuit Court of Twelfth Judicial Circuit, Will County, Illinois.

1.11 “Culev” means Iuri Culev.

1.12 “Defendant” means City of Joliet.

1.13 “Defendant Releasees” means Defendant and each of its current and former officers, directors, managers, employees, predecessors, successors, assigns, agents, insurers, co-insurers, re-insurers, and attorneys.

1.14 “Effective Date” means the date on which the Final Approval Order becomes Final.

1.15 “Fairness Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy and reasonableness of the Settlement Agreement and associated settlement pursuant to class action procedures and requirements; and (ii) entering the Final Approval Order.

1.16 “Final” means the later of (i) the date the Final Approval Order is entered by the Court if no objection(s) is filed; or (ii) the date of expiration of the time for noticing a valid appeal from the Final Approval Order if an objection(s) is filed and an appeal is not noticed; or (iii) the date of final affirmation or dismissal of the last pending appeal if an appeal is noticed.

1.17 “Final Approval Order” means an order to be entered by the Court entitled “Final Approval Order and Judgment,” substantially in the form attached hereto as **Exhibit C** (or as approved by the Court).

1.18 “Lawsuit” means the lawsuit currently pending in the Court as *Musa v. City of Joliet*, case no. 22 LA 334, consolidated with *Culev, et al. v. City of Joliet*, 22 CH 196.

1.19 “Musa” means Yahya Musa.

1.20 “Plaintiffs” means Bagley, Culev, Musa, Sobczak, and Tharamalingham.

1.21 “Preliminary Approval Order” means an order to be entered by the Court, entitled “Preliminary Approval Order,” substantially in the form attached hereto as **Exhibit B** (or as approved by the Court).

1.22 “Released Claims” means any and all claims or causes of action, whether known or unknown, asserted or unasserted, which Plaintiffs or any Class Member has, may have or had against any of the Defendant Releasees that arise from or relate to Defendant’s use of an administrative adjudication system to handle the disposition of tickets for alleged overlength or overweight vehicles in violation of a Joliet ordinance from January 1, 2017 through the present.

1.23 “Settlement Agreement” means this Settlement Agreement and all of its attachments and exhibits, which the Settling Parties understand and agree sets forth all material terms and conditions of the settlement among them and that is subject to Court approval.

1.24 “Settlement Class” means the conditional class that the Settling Parties have consented to for purposes of settlement only, as identified in paragraph 2.1.

1.25 “Settlement Fund” means the fund described in paragraph 2.2.

1.26 “Settling Parties” means Plaintiffs (on behalf of themselves and the Settlement Class) and Defendant.

1.27 “Sobczak” means Maciej Gasienica Sobczak.

1.28 “Tharamalingham” means Vasan Tharamalingham.

TERMS AND CONDITIONS

2.1 **The Settlement Class.** The Settling Parties stipulate to certification of the following class for settlement purposes only:

All persons upon whom the City of Joliet administrative adjudication system imposed fines, penalties or other financial sanctions, had a judgment entered against them, or had a finding of liability against them for an overlength or overweight vehicle in violation of a Joliet ordinance on or after January 1, 2017

2.2 Settlement Fund.

The total value of this settlement is \$2,039,786.79 (“Settlement Fund”). Except as provided in paragraph 2.3(A) below, at least 14 days prior to the Fairness Hearing, Defendant shall pay the Class Settlement Administrator \$1,711,472.73 less that amount paid to the Class Settlement Administrator for class notice and administration costs pursuant to paragraph 2.3(A) below, from which the amounts identified in paragraphs 2.3(B)-(D) shall be paid by the Class Settlement Administrator.

2.3 **Distribution.** The Class Settlement Administrator shall pay the amounts identified in paragraphs 2.3(A)-(D) below from the Settlement Fund as set forth in this paragraph and in paragraph 2.10.

- A. **Class Notice and Administration.** Costs of Class Notice (see paragraph 2.6) and Administration (see paragraph 2.10) shall be paid from the Settlement Fund at the time such expenses are incurred. Within 7 days after entry of a Preliminary Approval Order, Defendant shall pay the Class Settlement Administrator for class notice and administration costs, as more fully set forth in Paragraphs 2.6 and 2.10 below. Notwithstanding this payment, Defendant shall be responsible for and pay all costs of class notice and administration.
- B. **Class Recovery.** Payments will be made to each Class Member who paid Defendant in connection with relevant tickets for overweight and/or overlength vehicles in violation of a Joliet ordinance and who are successfully sent class notice (*i.e.*, without being returned as undeliverable without a new forwarding address) (“Recipient”). Class Members who paid Defendant in connection with relevant tickets for overweight and/or overlength vehicles issued by Defendant shall receive, collectively and not each, from the amount remaining in the Settlement Fund after deducting from the Settlement Fund the amounts set forth in paragraphs 2.3(A), 2.3(C), and 2.3(D). Each Recipient shall receive a *pro rata* distribution (measured by amount paid by Class Member to Defendant) of what s/he paid to Defendant, including fines, hearing costs, late fees, and collection costs and capped at the amount paid by that Class Member to Defendant (“Initial Distribution”). Submission of a claim form will not be required for Class Members to receive benefits from this settlement. If a dispute arises as to the amount any Recipient shall receive, the Court shall decide the appropriate amount.

- C. Payment to Class Representatives. Within 21 days after the Effective Date, the Class Settlement Administrator shall pay Plaintiffs \$5,000 each, or other such amount up to \$5,000 as approved by the Court, for their services as Class Representatives. Plaintiffs shall also be entitled to their share of the Class Recovery set forth above.
- D. Payment to Class Counsel. Within 21 days after the Effective Date, the Class Settlement Administrator shall pay Class Counsel 33% of the Net Settlement Fund for attorneys' fees, plus costs, subject to Court approval pursuant to a fee petition. Class Counsel agrees not to seek more than 33% of the Net Settlement Fund in attorneys' fees and \$10,000 in costs, and Defendant agrees not to object to such a request. The Net Settlement Fund is the amount of the Settlement Fund less class notice and administration costs pursuant to paragraph 2.3(A) and payments to Class Representatives pursuant to paragraph 2.3(C). The aforementioned amount is premised on the assumption that this Settlement Agreement will receive final approval without subsequent appeal. If an appeal is taken, Class Counsel may petition for additional attorneys' fees and costs incurred in prosecuting or defending the appeal, to which Defendant reserves the right to object.

2.4 **Debt Cancellation.** Each Class Member will receive debt cancellation in connection with relevant tickets for overweight and/or overlength vehicles in violation of a Joliet ordinance, and Defendant shall take no action to enforce any such debts. Defendant shall not issue Form 1099s for this debt cancellation. The monetary value of the debt cancellation is \$328,314.06.

2.5 **Releases.**

- A. Release by Plaintiffs and Settlement Class. Except for the obligations created by this Settlement Agreement, upon the Effective Date, Plaintiffs and each Class Member who has not excluded himself or herself from the Settlement Class remise, release, and forever discharge Defendant Releasees for the Released Claims; provided, however, that this release and waiver by Plaintiffs and each Class Member shall be effective only upon full and timely performance of Settling Parties' obligations under this Settlement Agreement.
- B. Release by Defendant. Except for the obligations created by this Settlement Agreement, upon the Effective Date, Defendant releases and forever discharges Plaintiffs and Class Counsel from any and all claims, charges, complaints, demands, judgments, causes of action, rights of contribution and indemnification, attorneys' fees, costs and liabilities of any kind, whether known or unknown, arising from the investigation, filing, or prosecution of the Lawsuit.

2.6 **Class Notice.**

- A. Mail Notice. The Class Settlement Administrator shall cause notice (**Exhibit A** hereto) to be sent, by first class mail, to each Class Member's last known address according to Defendant's records or as indicated to the Class Settlement Administrator by the United

States Postal Service or other address-identifying service utilized by the Class Settlement Administrator no later than 21 days after entry of a Preliminary Approval Order (see paragraph 2.8). If any of the foregoing mailings are returned, and a possible new address is noted on the returned mailings, the Settlement Class Administrator shall resend the mailings to the newly-noted addresses within seven (7) days following its receipt of any such returned mail. Any notices returned as undeliverable will be skip traced to determine if a valid address can be ascertained and then remailed within seven (7) days. Defendant agrees to provide address-identifying information in its possession (e.g., drivers license numbers, license plate numbers) to Class Counsel and the Class Settlement Administrator upon request. Prior to mailing, addresses will be run through the National Change of Address database. In addition to the mail notice, there will be a class settlement website created and hosted by the class administrator on which case-related documents will be posted.

- B. Class List. Within seven (7) days after entry of a Preliminary Approval Order, Defendant shall provide, at Defendant's expense, to the Class Settlement Administrator and Class Counsel a list of Class Members' names and last known addresses, which list it shall provide in an electronic, searchable format, such as Microsoft Excel. Defendant will provide driver's license numbers for Class Members whose notices are returned as undeliverable and for whom a new mailing address cannot be ascertained through the standard notice process.
- C. Costs. Defendant shall pay all costs of Class Notice and Administration as incurred and as directed by the Class Settlement Administrator. If this Settlement Agreement is terminated or if the Court does not approve this Settlement Agreement, Defendant shall bear the costs of Class Notice and Administration incurred to that date.

2.7 Opt-Out/Exclusion/Right to Object.

- A. Opt-Out/Exclusion. Any Class Member, except Plaintiffs, may seek to be excluded from this Settlement Agreement and from the Settlement Class by submitting a written request to Class Counsel or the Class Settlement Administrator. In each case, the requester must provide his/her name, current address, date, signature, and a statement to the effect of "I want to be excluded from the *Musa v. Joliet* settlement." Exclusion requests must be postmarked by the Action Deadline. Any Class Member so excluded shall not be bound by the terms of this Settlement Agreement and not be entitled to any of its benefits.
- B. Objection. Any Class Member, except Plaintiffs, may object to the terms of this Settlement Agreement by filing a written objection with the Clerk of Court or via the Court's eFiling system. Objections must be eFiled by the Action Deadline or postmarked by the Action Deadline if mailed. Any Class Member who exercises his or her right to object to this Settlement Agreement will be responsible for his or her own attorneys' fees and costs. Objections shall include the caption for this case (*Musa v. City of Joliet*, no. 22 LA 334), and the objector's name, current address, date, signature,

reasons for the objection, and whether the objector intends to appear at the Fairness Hearing (whether *pro se* or through counsel).

2.8 Preliminary Approval Order. As soon as practicable after execution of this Settlement Agreement, the Settling Parties shall seek an order from the Court that:

- A. preliminarily approves this Settlement Agreement;
- B. conditionally certifies for purposes of settlement the Settlement Class as defined in paragraph 2.1;
- C. schedules a hearing for final approval of this Settlement Agreement by the Court (Fairness Hearing);
- D. sets a briefing schedule for Class Counsel's petition for attorneys' fees and costs; and
- E. approves the form and manner of notice to the Settlement Class as set forth in paragraph 2.6 and finds that such notice satisfies the requirements of due process pursuant to 735 ILCS 5/2-806, the Illinois Constitution, and any other applicable law, and finds that no further notice to the Settlement Class is required.

The fact that the Court may require changes in the Preliminary Approval Order will not invalidate this Settlement Agreement if the changes do not materially modify this Settlement Agreement.

2.9 Final Approval Order. At the conclusion of, or as soon as practicable after, the close of the Fairness Hearing, Plaintiffs shall request that the Court enter a Final Approval Order approving the terms of this Settlement Agreement as fair, reasonable, and adequate; providing for the implementation of its terms and provisions; finding that the notice given to the Settlement Class satisfies the requirements of due process pursuant to Illinois Code of Civil Procedure, the Illinois Constitution and any other applicable law; and dismissing the claims of Plaintiffs and the Settlement Class with prejudice and without costs. The fact that the Court may require changes in the Final Approval Order will not invalidate this Settlement Agreement if the changes do not materially modify this Settlement Agreement.

2.10 Administration.

- A. **Settlement Administration.** Defendant shall retain a third-party class settlement administrator ("Class Settlement Administrator") to provide Class Notice, process exclusion requests and distribute the Settlement Fund. The Class Settlement Administrator will work under the direction of Class Counsel and Defendant's Counsel, subject to the directions of the Court, in implementing the Class Notice program and administering the settlement.

B. Distribution of Settlement Fund.

1. Timing of Distribution. Within twenty-eight (28) days after the Effective Date, the Class Settlement Administrator shall send, by first-class mail, return service requested, to each Recipient his/her share of the Settlement Fund; provided, however, that if a Recipient is scheduled to receive more than \$1,999.99, s/he must first submit a complete IRS Form W-9 to the Class Settlement Administrator before receiving payment. Payments shall be sent to each Recipient at the last known address determined from the Class Notice process. If any of the foregoing mailings are returned, and a possible new address is noted on the returned mailings, the Class Settlement Administrator shall resend the mailings to the newly-noted addresses within seven (7) days. Checks to Recipients shall be valid for ninety (90) days from the date of issuance. If a Recipient does not negotiate his/her check within those 90 days, s/he shall be deemed to have forfeited his/her right to a share of the Settlement Fund.
 2. Unclaimed Funds. If after the Initial Distribution sufficient money remains in the Settlement Fund to pay each Recipient who negotiated his/her/its Initial Distribution a minimum of \$20 each, then there shall be a second pro rata distribution to those Class Members who negotiated their Initial Distribution ("Second Distribution"). If sufficient money does not remain in the Settlement Fund to make a Second Distribution, money remaining in the Settlement Fund after the Initial Distribution shall be distributed to a *cy pres* pursuant to 735 ILCS 5/2-807, subject to court approval. If a Second Distribution is made, any money remaining in the Settlement Fund after a Second Distribution shall be distributed to a *cy pres* pursuant to 735 ILCS 5/2-807, subject to court approval. Any money remaining in the Settlement Fund as of 150 days after the Effective Date (*e.g.*, due to Class Members not negotiating checks) shall be distributed to a *cy pres* pursuant to 735 ILCS 5/2-807, subject to court approval.
- C. Costs. Class notice and administration costs shall be paid by Defendant as incurred and directed by the Class Settlement Administrator. If this Settlement Agreement is terminated or if the Court does not approve this Settlement Agreement, Defendant shall bear the costs of administration incurred to that date.
- D. Updates. The Class Settlement Administrator shall provide to Class Counsel and Defendant's counsel copies of any exclusion/opt-out requests as received and a final list of all such exclusion/opt-out requests no later than seven (7) days following the Action Deadline.

2.11 **Release of Attorney's Lien.** In consideration of this Settlement Agreement, Class Counsel hereby waive, discharge, and forever release Defendant Releasees from any and all claims for attorneys' fees, by lien or otherwise, for legal services rendered by Class Counsel in connection with the Lawsuit; provided, however, that this release is conditioned upon full performance by Defendant of its obligations under this Settlement Agreement. If Plaintiffs are compelled to prosecute any further proceedings to seek Defendant's compliance with this Settlement

Agreement, and prevail in such proceedings, Plaintiffs shall be entitled to reasonable attorneys' fees and costs related to such proceedings.

2.12 **No Admission of Liability.** Whether or not this Settlement Agreement is consummated, this Settlement Agreement and all proceedings had in connection herewith shall in no event be construed as, or be deemed to be, evidence of an admission or concession by Defendant of any liability or wrongdoing whatsoever, which liability or wrongdoing is expressly denied by Defendant.

2.13 **Best Efforts.** The Settling Parties and their respective counsel agree to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the consummation of this Settlement Agreement.

2.14 **Notices.** Notices regarding this Settlement Agreement directed to Plaintiffs and/or the Settlement Class shall be sent to:

Daniel A. Edelman
Edelman, Combs, Lattuner & Goodwin, LLC
20 S Clark St Ste 1800
Chicago, IL 60603
dedelman@edcombs.com, courtecl@edcombs.com

Paul F. Markoff
Markoff Leinberger LLC
200 S Wacker Dr Fl 31
Chicago IL 60606
paul@markleinlaw.com

Notices to Defendant shall be sent to:

Roger Rickmon
Rathbun, Cservenyak & Kozol LLC
3260 Executive Dr
Joliet IL 60431
rrickmon@rcklawfirm.com

The persons and addresses designated in this paragraph may be changed with written notice to the other signatories hereto.

2.15 **Counterparts.** This Settlement Agreement may be signed in counterparts, in which case the various counterparts shall constitute one instrument for all purposes. The signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, facsimiles, or scanned copies of the signature pages of this Settlement Agreement may be treated as originals.

2.16 **Nullification.** The Settling Parties have agreed to resolve the Lawsuit through this Settlement Agreement; however, to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the Settling Parties do not waive, but rather expressly reserve, all rights to present any claims and defenses.

2.17 **Binding Agreement.** Each and every term of this Settlement Agreement shall be binding upon and inure to the benefit and detriment of the Settling Parties and each of their respective current and former heirs, executors, administrators, parents, subsidiaries, affiliates, and controlled companies, and each of their members, officers, directors, managers, shareholders, partners, employees, predecessors, successors, assigns, agents, insurers, co-insurers, re-insurers, and attorneys, all of whom/which persons and entities are intended to be beneficiaries of this Settlement Agreement.

2.18 **Governing Law.** This Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to have been wholly performed, in the State of Illinois, and the rights and obligations of the Settling Parties to this Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal substantive laws of the State of Illinois without giving effect to Illinois choice of law principles.

2.19 **Retention of Jurisdiction.** The Court shall retain non-exclusive jurisdiction to implement and to enforce the Final Approval Order, which shall expressly incorporate the terms of this Settlement Agreement. All Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement and the Final Approval Order.

2.20 **Interpretation.** The Settling Parties acknowledge that they have had an equal opportunity to participate in the drafting of this Settlement Agreement and that each Settling Party and its counsel reviewed and negotiated the terms and provisions of this Settlement Agreement and have contributed to its revisions. Therefore, in any dispute over the construction or interpretation of this Settlement Agreement, the Settling Parties agree and understand that the Settlement Agreement shall be construed fairly as to all Settling Parties and shall not be construed against any Settling Party on the basis of authorship. The Settling Parties further agree that in this Settlement Agreement the singular shall include the plural and vice versa where the content so requires.

2.21 **Entire Agreement.** This Settlement Agreement constitutes the entire agreement of the Settling Parties hereto as to the matters raised herein. The undersigned acknowledge that there are no communications or oral understandings contrary to, in addition to, or different from the terms of this Settlement Agreement and that all prior and contemporaneous agreements or understandings within the scope of the subject matter of this Settlement Agreement are, upon execution of this Settlement Agreement, superseded and merged into this Settlement Agreement and shall have no effect. This Settlement Agreement may not be amended or modified in any respect whatsoever, except by a writing duly executed by the Settling Parties or their respective counsel.

2.22 **Authority.** The persons signing this Settlement Agreement hereby represent and warrant that they have read this Settlement Agreement, that they know and understand its terms, that they have consulted with counsel with respect hereto, that they have signed this Settlement Agreement freely, and that they intend that they and/or or any person or entity on whose behalf they are signing this Settlement Agreement will be fully bound by all the terms and provisions of this Settlement Agreement. Such persons further represent and warrant that they are competent to sign this Settlement Agreement and that, as necessary, all corporate or other legal formalities have been followed such that they have full authority to execute this Settlement Agreement on behalf of the person or entity for whom or for which they are signing this Settlement Agreement in a representative capacity.

2.23 **Headings.** The headings of the several sections and paragraphs hereof are for convenience only and do not define or limit the contents of such sections or paragraphs.

2.24 **Severability.** In case any one or more of the provisions contained in this Settlement Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected and/or impaired thereby, unless that determination materially changes this Settlement Agreement.

2.25 **Termination Of The Agreement.**

- A. **Self-Executing Termination.** If the Court does not approve this Settlement Agreement as set forth herein or as modified in a manner approved by the Settling Parties, or if this Settlement does not receive final approval after review by any court of competent jurisdiction for any reason, or this Settlement Agreement is otherwise terminated in accordance with its terms, the Settling Parties will be returned to their status immediately prior to execution of this Settlement Agreement as if this Settlement Agreement had never been made. Accordingly, upon any such termination for any reason, the Settling Parties will be deemed to have preserved all their substantive or procedural rights or defenses with respect to the Lawsuit existing as of the date of the execution of this Settlement Agreement.
- B. **Survival.** Paragraphs 2.12, 2.16, 2.18, and 2.25 shall survive any termination of this Settlement Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Settling Parties hereto, have so agreed on the dates noted below.

YAHYA MUSA,
Plaintiff and Class Representative,

By: _____ / /
Yahya Musa Date

IURI CULEV,
Plaintiff and Class Representative,

By: _____ / /
Iuri Culev Date

RICHARD BAGLEY,
Plaintiff and Class Representative,

By: _____ / /
Richard Bagley Date

VASAN THARAMALINGHAM,
Plaintiff and Class Representative,

By: _____ / /
Vasan Tharamalingham Date

MACIEJ GASIENICA SOBCZAK,
Plaintiff and Class Representative,

By: _____ / /
Maciej Gasienica Sobczak Date

Approved as to form and Paragraph 2.11:

_____/ /
Daniel A. Edelman Date
Edelman, Combs, Lattuner & Goodwin, LLC
20 S Clark St Ste 1800
Chicago, IL 60603

_____/ /
Paul F. Markoff
Markoff Leinberger LLC
200 S Wacker Dr Fl 31
Chicago IL 60606
Date

CITY OF JOLIET,
Defendant,

By: _____/ /

Date
Its: -----

Approved as to form:

_____/ /
Roger Rickmon
Rathbun, Cservenyak & Kozol LLC
3260 Executive Dr
Joliet IL 60431
Date



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 373-26

File ID: 373-26

Type: Ordinance

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/14/2026

Department: City Clerk/Business
Services

Final Action:

Title: Ordinance Authorizing Approval and Execution of the Class Action Settlement Agreement in *Musa et. al. v. City of Joliet*, Will County Case 22 LA 334 Consolidated with 22 CH 196

Agenda Date: 07/21/2026

Attachments: Overweight and Overlenght Ordinance, Settlement Agreement

Entered by: nhughes@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/15/2026	Kevin Sing	Approve	7/17/2026
1	2	7/16/2026	Todd Lenzie	Approve	7/17/2026
1	3	7/17/2026	Beth Beatty	Approve	7/20/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 375-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Resolution Accepting a Grant of Construction and Drainage Easements from Mt. Zion Church for the Ontario Street Drainage Improvements Project

BACKGROUND:

The Ontario Street Drainage Improvements project is planned for construction in 2026. In order to construct a portion of the project, permanent and temporary easements are required from Mt. Zion Church.

The Public Service Committee will review this matter.

CONCLUSION:

City Staff have negotiated permanent and temporary easement agreements with the board of Mt. Zion Church. There is no cost for these easements. The easement agreement will provide access rights for installation and maintenance of drainage improvements on Mt. Zion Church property.

<u>OWNER</u>	<u>PIN</u>	<u>EASEMENT TYPE</u>
Mt. Zion Church	30-07-21-311-015-0000	Permanent and Temporary
Mt. Zion Church	30-07-21-311-004-0000	Permanent and Temporary
Mt. Zion Church	30-07-21-310-022-0000	Permanent

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Resolution Accepting a Grant of Easements from Mt. Zion Church for the Ontario Street Drainage Improvements Project.

RESOLUTION NO.

**RESOLUTION APPROVING A DRAINAGE EASEMENT AGREEMENT WITH MT. ZION CHURCH
FOR THE ONTARIO STREET DRAINAGE PROJECT**

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

WHEREAS, the Mt. Zion Church wishes to grant two temporary and three permanent easements on three parcels to the City; temporary construction easements located on the full lots of PIN 30-07-21-311-015-0000 and PIN 30-07-21-311-004-0000 and permanent 20 foot wide drainage easements over storm sewer pipe north of the existing right of way for Singleton Place along the east 20 feet of the west 32 feet of PIN 30-07-21-311-015-0000 and a permanent easement located south of Ontario Street along the west 20 feet of PIN 30-07-21-311-004-0000, and a permanent easement on the south 25 feet along the frontage of PIN 30-07-21-310-022-0000, just north of Ontario Street; and

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

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

SECTION 1: The Mayor and City Council hereby approve the Grant of Easement with the Mt Zion Church for the Ontario Street Drainage 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 _____, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

GRANT OF EASEMENTS

THIS INDENTURE WITNESSETH, that the Grantor, **Mt. Zion Church**, for good and valuable consideration the receipt of which is hereby acknowledged, does by these premises hereby GRANT and CONVEY unto the City of Joliet, and Illinois Municipal Corporation, a permanent non-exclusive easement and right of way for the purpose of installing, maintaining, replacing and repairing a drainage system, and related public purposes, in, under, over and upon a tract of land described as follows:

LOT 14 – BLOCK 4

PARENT PARCEL

TEMPORARY CONSTRUCTION EASEMENT

LOT 14 IN BLOCK 4 IN LEWISTOWN, A SUBDIVISION OF PART THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1891 AS DOCUMENT NUMBER 164494, IN WILL COUNTY, ILLINOIS.

PERMANENT DRAINAGE EASEMENT

THE EAST 20.00 FEET OF THE WEST 32.00 FEET OF LOT 14 IN BLOCK 4 IN LEWISTOWN, A SUBDIVISION OF PART THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1891 AS DOCUMENT NUMBER 164494, IN WILL COUNTY, ILLINOIS.

PIN: part of **30-07-21-311-015-0000**

Commonly known as: **Lot 14 of Block 4 Singleton Place, Joliet, Illinois**

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

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

Unless otherwise set forth herein, the easement granted herein shall be subject to the following conditions:

1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantors. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantors' property in connection with the project, and its maintenance and operation.
2. The rights granted herein shall include, but not be limited to, the removal or relocation of obstructions, landscaping, fencing, brush, debris or similar materials

which conflict with the construction, maintenance or operation of Permitted Improvements installed in the Public Drainage Easement Tract.

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

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

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

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

7. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantors from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the Grantors (regardless of whether contingent, direct, consequential, liquidated or unliquidated), and any and all claims, demands, suits and causes of action brought or raised against the Grantors, arising out of, resulting from, relating to or connected with: (i) any act or omission of the Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns at, on or about the Grantors' Property, and/or (ii) any breach or violation of this Easement on the part of the Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Grantors shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workers compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

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

THE EAST 20.00 FEET OF THE WEST 32.00 FEET OF LOT 14 IN BLOCK 4 IN LEWISTOWN, A SUBDIVISION OF PART THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1891 AS DOCUMENT NUMBER 164494, IN WILL COUNTY, ILLINOIS.

COMPARE THIS PLAY WITH YOUR RECORDS AND IMMEDIATELY REPORT ANY DISCREPANCIES

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

GRANT OF EASEMENTS

THIS INDENTURE WITNESSETH, that the Grantor, **Mt. Zion Church**, for good and valuable consideration the receipt of which is hereby acknowledged, does by these premises hereby GRANT and CONVEY unto the City of Joliet, and Illinois Municipal Corporation, a permanent non-exclusive easement and right of way for the purpose of installing, maintaining, replacing and repairing a drainage system, and related public purposes, in, under, over and upon a tract of land described as follows:

LOT 7 - BLOCK 4

PARENT PARCEL

TEMPORARY CONSTRUCTION EASEMENT

LOT 7 IN BLOCK 4 IN LEWISTOWN, A SUBDIVISION OF PART THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER
3, 1891 AS DOCUMENT NUMBER 164494, IN WILL COUNTY, ILLINOIS.

PERMANENT DRAINAGE EASEMENT

THE WEST 20.00 FEET OF LOT 7 IN BLOCK 4 IN LEWISTOWN, A SUBDIVISION OF PART THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1891 AS DOCUMENT NUMBER 164494, IN WILL COUNTY, ILLINOIS.

PIN: part of 30-07-21-311-004-0000

Commonly known as: **Lot 7 of Block 4 Ontario Street, Joliet, Illinois**

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

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

Unless otherwise set forth herein, the easement granted herein shall be subject to the following conditions:

1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantors. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantors' property in connection with the project, and its maintenance and operation.

2. The rights granted herein shall include, but not be limited to, the removal or relocation of obstructions, landscaping, fencing, brush, debris or similar materials which conflict with the construction, maintenance or operation of Permitted Improvements installed in the Public Drainage Easement Tract.

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

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

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

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

7. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantors from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the Grantors (regardless of whether contingent, direct, consequential, liquidated or unliquidated), and any and all claims, demands, suits and causes of action brought or raised against the Grantors, arising out of, resulting from, relating to or connected with: (i) any act or omission of the Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns at, on or about the Grantors' Property, and/or (ii) any breach or violation of this Easement on the part of the Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Grantors shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workers compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

8. The Grantee acknowledges that it has physically inspected the Public Drainage Easement Tract and accepts the easement with full knowledge of their condition. Furthermore, the Grantee assumes sole and entire responsibility for any loss of life, injury to persons, or damage to property that may be caused by the Grantee's use

of the Easement Tracts. The Grantee agrees to provide the Grantors an exhibit showing the Grantors lots and the granted utility easement.

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

IN WITNESS WHEREOF, THE Grantor hereunto sets it hand and seal this 7th
Day of July, 2026.

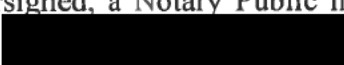
Mt Zion Church Representative

BY: 

BY: _____

ATTEST: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

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




Notary Public

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

EASEMENT EXHIBIT

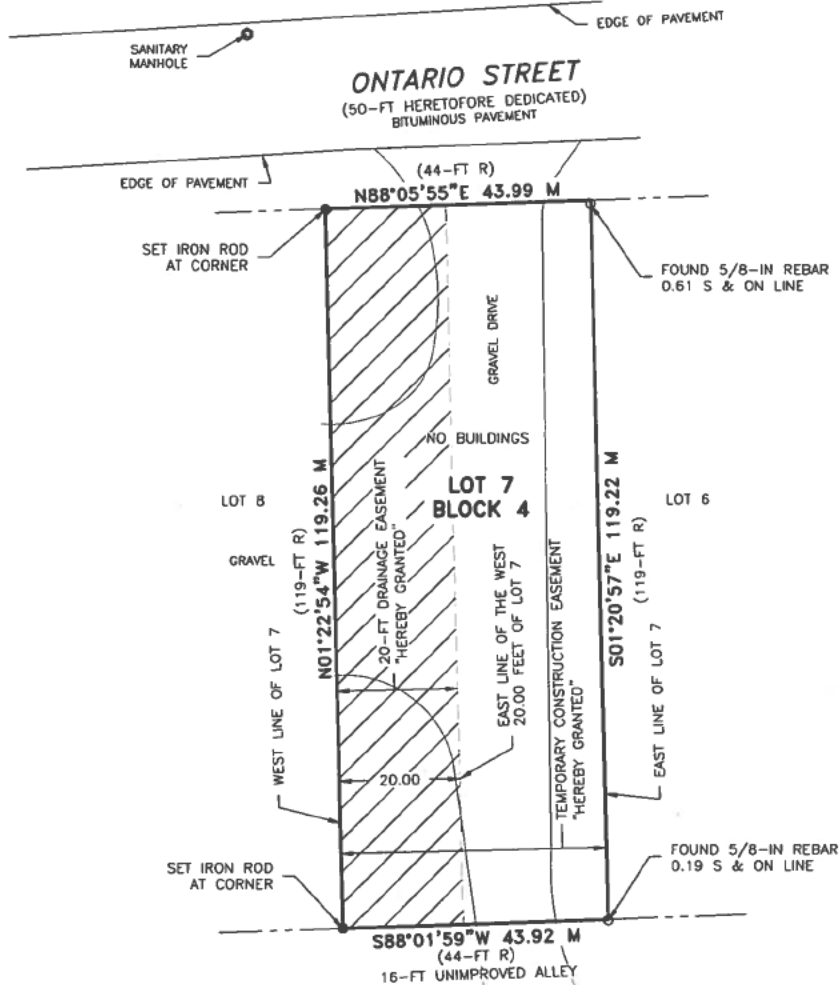
PARENT PARCEL
TEMPORARY CONSTRUCTION EASEMENT
LOT 7 IN BLOCK 4 IN LEWISTOWN, A SUBDIVISION OF PART THE
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TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 3, 1891 AS DOCUMENT NUMBER 164494, IN WILL
COUNTY, ILLINOIS.

PERMANENT DRAINAGE EASEMENT
THE WEST 20.00 FEET OF LOT 7 IN BLOCK 4 IN LEWISTOWN, A
SUBDIVISION OF PART THE EAST HALF OF THE SOUTHWEST
QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 10 EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED SEPTEMBER 3, 1891 AS DOCUMENT NUMBER
164494, IN WILL COUNTY, ILLINOIS.

SCALE 1" = 20'

SYMBOLS & ABBREVIATIONS

- FOUND SURVEY MONUMENT
● SET SURVEY MONUMENT
- D = DEED
C OR CALC = CALCULATED
M OR MEAS = MEASURED
R OR REC = RECORD



NOTES:

1. THIS PROFESSIONAL SERVICE SHOULD NOT BE CONSTRUED AS A ILLINOIS MINIMUM STANDARDS BOUNDARY SURVEY.
2. GEOTECH INCORPORATED IS PROFESSIONAL DESIGN FIRM NUMBER 184-000165.
3. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
4. UNLESS OTHERWISE NOTED ON THE DRAWING, ALL PROPERTY CORNERS SET ARE 9/16-IN X 30-IN GALVANIZED IRON STEEL RODS.
5. THE BASIS OF BEARING FOR THE EASEMENT EXHIBIT, SHOWN HEREON, IS THE STATE PLANE OF ILLINOIS, ZONE EAST [NAD83 (2011)], BASED ON GNSS OBSERVATIONS UTILIZING THE TRIMBLE NOW VRS NETWORK.
6. THE AREA OF THE SURVEYED PARCEL IS 0.134 ACRE.
7. FIELD WORK COMPLETED ON MAY 20, 2026.

PREPARED BY: Christopher M. Papes
CHRISTOPHER M. PAPESH, I.P.L.S. NO. 3369
EXPIRATION DATE 11/30/2026

DATE: *June 24, 2026*



GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS

1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT: CITY OF JOLIET		FIELD BOOK #: BM 35-10 PG 31	
DRAWN BY: MC	DATE: 6/23/26	SCALE: 1"=20'	JOB NO. 22114

COMPARE THIS PLAY WITH YOUR RECORDS AND IMMEDIATELY REPORT ANY DISCREPANCIES

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

GRANT OF EASEMENTS

THIS INDENTURE WITNESSETH, that the Grantor, **Mt. Zion Church**, for good and valuable consideration the receipt of which is hereby acknowledged, does by these premises hereby GRANT and CONVEY unto the City of Joliet, and Illinois Municipal Corporation, a permanent non-exclusive easement and right of way for the purpose of installing, maintaining, replacing and repairing a drainage system, and related public purposes, in, under, over and upon a tract of land described as follows:

LOT 14 – BLOCK 3

PARENT PARCEL

LOT 14 IN BLOCK 3 IN LEWISTOWN, A SUBDIVISION OF PART THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1891 AS DOCUMENT NUMBER 164494, IN WILL COUNTY, ILLINOIS.

PERMANENT DRAINAGE EASEMENT

THE SOUTH 25.00 FEET OF LOT 14 IN BLOCK 3 IN LEWISTOWN, A SUBDIVISION OF PART THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1891 AS DOCUMENT NUMBER 164494, IN WILL COUNTY, ILLINOIS.

PIN: part of **30-07-21-310-022-0000**

Commonly known as: **Lot 14 of Block 3 Ontario Street, Joliet, Illinois**

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

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

Unless otherwise set forth herein, the easement granted herein shall be subject to the following conditions:

1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantors. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantors' property in connection with the project, and its maintenance and operation.
2. The rights granted herein shall include, but not be limited to, the removal or relocation of obstructions, landscaping, fencing, brush, debris or similar materials which conflict with the construction, maintenance or operation of Permitted Improvements installed in the Public Drainage Easement Tract.

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

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

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

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

7. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantors from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the Grantors (regardless of whether contingent, direct, consequential, liquidated or unliquidated), and any and all claims, demands, suits and causes of action brought or raised against the Grantors, arising out of, resulting from, relating to or connected with: (i) any act or omission of the Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns at, on or about the Grantors' Property, and/or (ii) any breach or violation of this Easement on the part of the Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Grantors shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workers compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

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9. The Grantee agrees, upon completion of the installation of the Permitted Improvements, the Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of the Grantors' Property, together

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

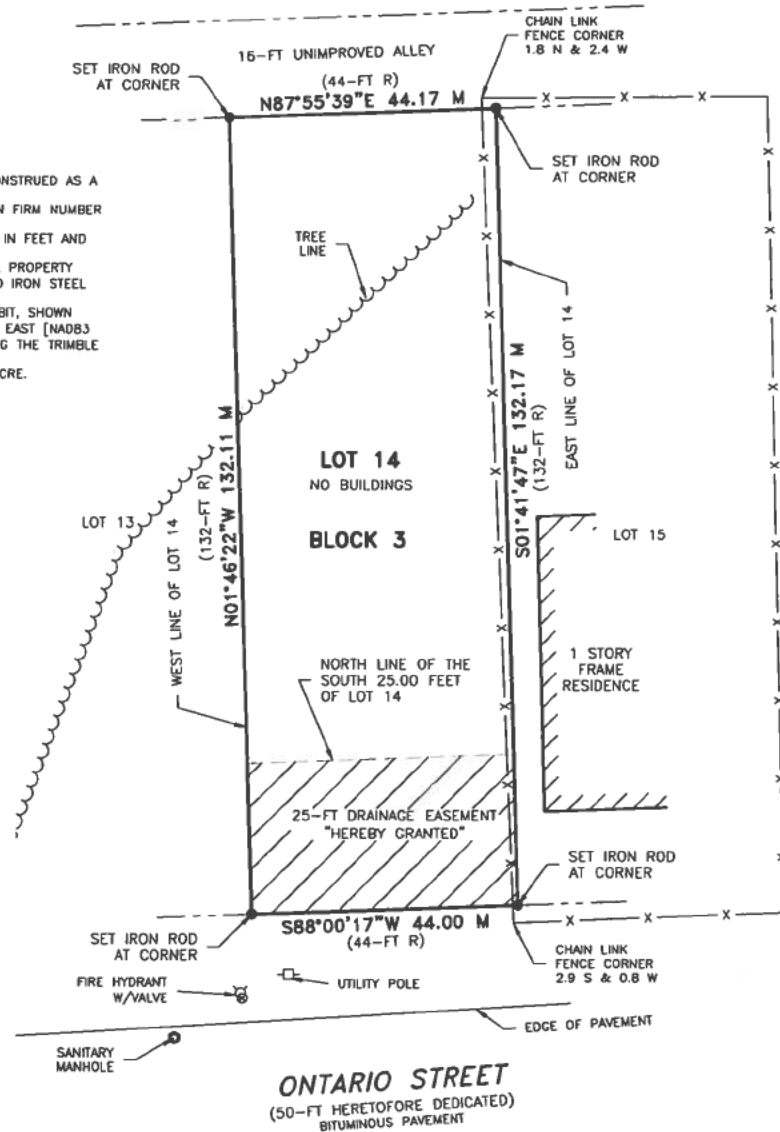
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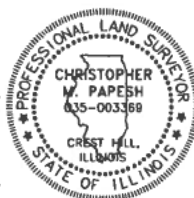
SYMBOLS & ABBREVIATIONS

- NOTES:

1. THIS PROFESSIONAL SERVICE SHOULD NOT BE CONSTRUED AS A ILLINOIS MINIMUM STANDARDS BOUNDARY SURVEY.
2. GEOTECH INCORPORATED IS PROFESSIONAL DESIGN FIRM NUMBER 184-000165.
3. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
4. UNLESS OTHERWISE NOTED ON THE DRAWING, ALL PROPERTY CORNERS SET ARE 9/16-IN X 30-IN GALVANIZED IRON STEEL RODS.
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6. THE AREA OF THE SURVEYED PARCEL IS 0.134 ACRE.
7. FIELD WORK COMPLETED ON MAY 20, 2026.



DATE: *June 24, 2026*



1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

COMPARE THIS PLAY WITH YOUR RECORDS AND IMMEDIATELY REPORT ANY DISCREPANCIES



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 375-26

File ID: 375-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/08/2026

Department: Public Works

Final Action:

Title: Resolution Accepting a Grant of Construction and Drainage Easements from Mt. Zion Church for the Ontario Street Drainage Improvements Project

Agenda Date: 07/21/2026

Attachments: Resolution, Pin 30-07-21-311-015-0000 Easement - Copy_Redacted.pdf, Pin 30-07-21-311-004-0000 Easement - Copy_Redacted.pdf, Pin 30-07-21-310-022-0000 Easement - Copy_Redacted.pdf

Entered by: ldorothy@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/8/2026	Greg Ruddy	Approve	7/10/2026
1	2	7/8/2026	Kevin Sing	Approve	7/10/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/10/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 376-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Resolution Approving a Memorandum of Agreement between the City of Joliet and the Illinois EPA for the Property Located at 14 W. Clinton Street

BACKGROUND:

An underground storage tank (UST) located in the Clinton Street right-of-way was encountered during the construction of Joliet City Square. The tank was removed and disposed of in accordance with IEPA requirements and permitting. In order to complete the process for the letter of No Further Remediation from IEPA it will be necessary to enter into a Memorandum of Understanding.

The Public Service Committee will review this matter.

CONCLUSION:

The Administration is requesting approval of the attached Memorandum of Agreement which requires the City to complete several actions should this portion of the Clinton Street right-of-way be transferred to another party through conveyance or jurisdictional transfer. Required actions include:

- Notification of the intended transfer to IEPA
- Providing IEPA with copies of deeds of the property as well as recorded land use limitations
- Making arrangements to ensure that any transferred property is subject to land use limitations required by the corrective action plan for tank removal and No Further Remediation letter

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the attached Memorandum of Agreement regarding the removal of the UST located at 14 W. Clinton Street.

RESOLUTION NO.

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF JOLIET AND THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the Mayor and City Council of the City of Joliet find it in the best interest of the City to enter into a memorandum of agreement with the Illinois Environmental Protection Agency;

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 memorandum of agreement with the Illinois Environmental Protection Agency in substantially the same form as the attached.

SECTION 2: The Mayor and City Council direct the City Director of Public Works to execute the attached Agreement on behalf of the City of Joliet.

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

PASSED this _____ day of _____, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

**CITY OF JOLIET AND ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
MEMORANDUM OF AGREEMENT
PURSUANT TO 35 ILL. ADM. CODE 734.715(C)(1)**

This Memorandum of Agreement (“Agreement”) is entered by and between the Illinois Environmental Protection Agency (“Agency”) and the City of Joliet (“Highway Authority”), collectively known as the “Parties.”

WHEREAS, City of Joliet and/or its predecessor in interest is the former owner or operator of one or more leaking underground storage tanks presently or formerly located on or about a portion of 14 West Clinton Street, Joliet, IL. (the “Site”);

WHEREAS, the Highway Authority is the owner of the real property located the Site;

WHEREAS, the Illinois Emergency Management Agency has assigned incident number 20250884 to the Release and the Agency assigned LPC number 1974450365 to the Site.

WHEREAS, the Highway Authority and/or City of Joliet has conducted corrective action in response to the Release pursuant to the requirements of the Leaking Underground Storage Tank Program at 35 Ill. Adm. Code Part 734 (“Part 734”) and pursuant to Part 742;

WHEREAS, the other institutional control to be issued relative to corrective action measures completed at the Site is a No Further Remediation Letter pursuant to Part 734, Subpart G; and

WHEREAS, given that the Site is located in a highway authority right-of-way, the Highway Authority must enter into this Agreement, pursuant to 35 Ill. Adm. Code 734.715(c), in order for the No Further Remediation Letter to be perfected.

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. Attached as Exhibit A is a copy of the No Further Remediation Letter for the Site subject to this Agreement.
3. The Highway Authority will undertake the following actions for future conveyances (including title or any lesser form of interest) or jurisdictional transfers of the Site to any other agency, private person, or entity and to ensure the long-term integrity of any land use limitations:

- A. At least 60 days prior to any intended conveyance or transfer, the Highway Authority will provide the Agency with written notice of any indicated conveyance or transfer, with that notice indicating the mechanism(s) to be used to ensure that any land use limitations will be operated or maintained as required in the corrective action plan and No Further Remediation Letter;
 - B. Upon creation of a deed, the recording of the No Further Remediation Letter and any other land use limitations requiring recording under 35 Ill. Adm. Code 742, the Highway Authority will send copies of the recorded instruments sent to the Agency within 30 days after recording.
 - C. The Highway Authority will make any other arrangements necessary to ensure that property that is conveyed or transferred remains subject to any land use limitations approved and implemented as part of the corrective action plan and the No Further Remediation Letter.
- 4. The Highway Authority will provide written notice to the Agency if any actions taken by the highway authority or its permittees at the site result in the failure or inability to restore the site to meet the requirements of the corrective action plan and the No Further Remediation Letter.
 - 5. Any notices or other correspondence regarding this Agreement shall be sent to the Parties at following addresses:

Manager, Leaking Underground Storage Tank Section
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

City of Joliet
Director of Public Works
150 West Jefferson St.
Joliet, IL 60432

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

CITY OF JOLIET

Date: _____

By: _____
Greg Ruddy, Director of Public Works

ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY

Date: _____

By: _____
James M. Jennings, Acting Director

EXHIBIT A

Copy of NFR Letter



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

JB Pritzker, Governor

James Jennings, Director

(217) 524-3300

CERTIFIED MAIL

9589 0710 5270 2708 2122 56

JUN 08 2026

Jeff Price
City of Joliet
420 North Chicago Street
Joliet, IL 60432

Re: 1974450365 -- Will County
Joliet/City of Joliet
Right-of-way north of 14 Clinton Street
Leaking UST Incident 20250884 -- NFR Letter
Leaking UST Technical File

Dear Jeff Price:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the Early Action Tier 1 Remediation Objectives Compliance Report submitted for the above-referenced incident. This information was dated December 19, 2025 and was received by the Illinois EPA on December 22, 2025. Citations in this letter are from the Environmental Protection Act (415 ILCS 5) (Act) and Title 35 of the Illinois Administrative Code (35 Ill. Adm. Code).

The Early Action Tier 1 Remediation Objectives Compliance Report and the Licensed Professional Engineer Certification submitted pursuant to Section 57.6 of the Act and 35 Ill. Adm. Code 734.135(d) indicate the remediation objectives have been met.

Based upon the certification by Jeff Wienhoff, a Licensed Professional Engineer, and pursuant to Section 57.10 of the Act (415 ILCS 5/57.10), your request for a no further remediation determination is granted under the conditions and terms specified in this letter.

Issuance of this No Further Remediation Letter (Letter), based on the certification of the Licensed Professional Engineer, signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with; (2) all corrective action concerning the remediation of the occurrence has been completed; and (3) no further corrective action concerning the occurrence is necessary for the protection of human health, safety, and the environment. Pursuant to Section 57.10(d) of the Act, this Letter shall apply in favor of the following parties:

1. City of Joliet, the owner or operator of the underground storage tank system(s).

2. Any parent corporation or subsidiary of such owner or operator.
3. Any co-owner or co-operator, either by joint tenancy, right-of-survivorship, or any other party sharing a legal relationship with the owner or operator to whom the Letter is issued.
4. Any holder of a beneficial interest of a land trust or inter vivos trust whether revocable or irrevocable.
5. Any mortgagee or trustee of a deed of trust of such owner or operator.
6. Any successor-in-interest of such owner or operator.
7. Any transferee of such owner or operator whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest.
8. Any heir or devisee of such owner or operator.
9. An owner of a parcel of real property to the extent that this Letter applies to the occurrence on that parcel.

In order for the NFR Letter to be perfected, the highway authority with jurisdiction over the right-of-way must enter into a Memorandum of Agreement (MOA) with the Illinois EPA.

CONDITIONS AND TERMS OF APPROVAL

LEVEL OF REMEDIATION AND LAND USE LIMITATIONS

1. The remediation objectives for the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, were established in accordance with the requirements of the Tiered Approach to Corrective Action Objectives (35 Ill. Adm. Code 742) rules.
2. As a result of the release from the underground storage tank system(s) associated with the above-referenced incident, the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter, shall not be used in a manner inconsistent with the following land use limitation: There are no land use limitations.

PREVENTIVE, ENGINEERING, AND INSTITUTIONAL CONTROLS

3. Preventive: None.

Engineering: None.

Institutional: Memorandum of Agreement

Whereas the site is in a highway authority right-of-way, the City of Joliet agrees, using a Memorandum of Agreement (MOA), to:

- a. Maintain procedures for tracking sites subject to the MOA so that all highway authority offices and personnel whose responsibilities (e.g., land acquisition, maintenance, construction, utility permits) may affect land use limitations will have notice of any environmental concerns and land use limitations applicable to a site.
- b. Maintain provisions addressing future conveyances (including title or any lesser form of interest) or jurisdictional transfers of the site to any other agency, private person or entity and the steps that will be taken to ensure the long-term integrity of any land use limitations including, but not limited to the following:
 - i. Upon creation of a deed, the recording of the No Further Remediation Letter and any other land use limitations requiring recording under 35 Ill. Adm. Code 742, with copies of the recorded instruments sent to the Illinois EPA within 30 days after recording.
 - ii. Any other arrangements necessary to ensure that property that is conveyed or transferred remains subject to any land use limitations approved and implemented as part of the corrective action plan and the No Further Remediation Letter.
 - iii. Provide notice to the Illinois EPA at least 60 days prior to any such intended conveyance or transfer indicating the mechanisms to be used to ensure that any land use limitations will be operated or maintained as required in the corrective action plan and No Further Remediation Letter.
- c. Maintain provisions for notifying the Illinois EPA if any actions taken by the highway authority or its permittees at the site result in the failure or inability to restore the site to meet the requirements of the corrective action plan and the No Further Remediation Letter.

Questions regarding the Memorandum of Agreement should be directed to:

Greg Ruddy, Director of Public Works
City of Joliet
150 W Jefferson Street
Joliet, IL 60432
(815) 724-4200

- 4. Failure to establish, operate, and maintain controls in full compliance with the Act, applicable regulations, and the approved corrective action plan, if applicable, may result in avoidance of this Letter.

OTHER TERMS

5. Any contaminated soil or groundwater removed or excavated from, or disturbed at, the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, must be handled in accordance with all applicable laws and regulations under 35 Ill. Adm. Code Subtitle G.
6. Further information regarding the above-referenced site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attention: Freedom of Information Act Officer
Division of Records Management - #16
2520 W Iles Avenue
Post Office Box 19276
Springfield, IL 62794-9276

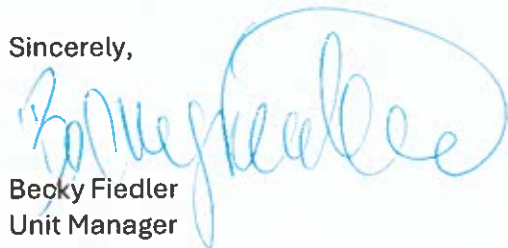
7. Pursuant to 35 Ill. Adm. Code 734.720, should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the owner or operator of the leaking underground storage tank system(s) associated with the above-referenced incident and the current title holder of the real estate on which the tanks were located, at their last known addresses. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of the voidance. Specific acts or omissions that may result in the voidance of this Letter include, but shall not be limited to:
 - a. Any violation of institutional controls or industrial/commercial land use restrictions;
 - b. The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c. The disturbance or removal of contamination that has been left in-place in accordance with the Corrective Action Plan or Completion Report;
 - d. The failure to perfect the NFR Letter in accordance with the requirements of 35 Ill. Adm. Code 734.715(c);
 - e. Obtaining the Letter by fraud or misrepresentation; or
 - f. Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment.

Submit the MOA required pursuant to 35 Ill. Adm. Code 734.715(c) to:

Illinois Environmental Protection Agency
Bureau of Land - #24
Leaking Underground Storage Tank Section
2520 W Iles Avenue
Post Office Box 19276
Springfield, IL 62794-9276

If you have any questions or need further assistance, please contact Nicole Cosenza at (217) 782-1638 or at nicole.cosenza@illinois.gov.

Sincerely,



Becky Fiedler
Unit Manager
Special Projects and Financial Unit
Leaking Underground Storage Tank Section
Bureau of Land

Attachments: Leaking Underground Storage Tank Environmental Notice

c: Green Wave Consulting, LLC (electronic copy), Christine Altman,
chrisa@greenwavecon.com
BOL File

PREPARED BY:

Name: Jeff Price
City of Joliet

Address: Right-of-Way North of 14 Clinton Street
Joliet, IL 60432

LEAKING UNDERGROUND STORAGE TANK ENVIRONMENTAL NOTICE

THE HIGHWAY AUTHORITY WITH JURISDICTION OVER THE RIGHT-OF-WAY OF THE LEAKING UNDERGROUND STORAGE TANK SYSTEM(S) ASSOCIATED WITH THE RELEASE REFERENCED BELOW MUST ENTER AN MOA WITH THE ILLINOIS EPA.

Illinois EPA No.: 1974450365

Leaking UST Incident: 20250884

City of Joliet, the owner and/or operator of the leaking underground storage tank system(s) associated with the above-referenced incident, whose address is 420 North Chicago Street, Joliet, Illinois, has performed investigative and/or remedial activities for the site identified as follows:

1. Common Address: Right-of-Way North of 14 Clinton Street, Joliet, Illinois
2. Site Owner: City of Joliet
3. Land Use Limitation: There are no land use limitations.
4. See the attached No Further Remediation Letter for other terms.



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

JB Pritzker, Governor

James Jennings, Director

RECORDING REQUIREMENTS FOR NO FURTHER REMEDIATION LETTERS

Introduction

The Illinois Environmental Protection Agency's (Illinois EPA) Bureau of Land/Leaking Underground Storage Tank Section issues a No Further Remediation (NFR) Letter after a demonstration of compliance with Title XVI of the Environmental Protection Act and applicable regulations is made. The NFR Letter signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with, (2) all corrective action concerning the remediation of the occurrence has been completed, and (3) no further corrective action concerning the occurrence is necessary so long as the site is used in accordance with the terms and conditions of the NFR Letter.

Significance

When properly recorded, the NFR Letter holds legal significance for all applicable parties outlined at Section 57.10(d) of the Environmental Protection Act. (See 415 ILCS 5/57.10(d).) If not properly recorded, the Illinois EPA *will* take steps to void the NFR Letter in accordance with the regulations.

Duty to Record

The duty to record the NFR Letter is *mandatory*. You *must* submit the NFR Letter, with a copy of any applicable institutional controls proposed as part of a corrective action completion report, to the Office of the Recorder or the Registrar of Titles of the county in which the site is located *within 45 days after receipt of the NFR Letter*. You must record the NFR Letter and any attachments. The NFR Letter shall be filed in accordance with Illinois law so that it forms a permanent part of the chain of title to ensure current and future users of the property will be informed of the conditions and terms of approval including level of remediation; land use limitations; and preventive, engineering, and institutional controls. A certified or otherwise accurate and official copy of the NFR Letter and any attachments, as recorded, must be submitted to the Illinois EPA. Failure to record the NFR Letter in accordance with the regulations will make the NFR Letter voidable.

For More Information

Please refer to the Tiered Approach to Corrective Action Objectives (TACO) fact sheet entitled *No Further Remediation Letters*, which is available from the Illinois EPA by calling (217) 524-3300 or by accessing it on the Illinois EPA Web site at <https://www2.illinois.gov/epa/topics/cleanup-programs/taco/fact-sheets/Pages/no-further-remediation-letters.aspx>.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 376-26

File ID: 376-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/08/2026

Department: Public Works

Final Action:

Title: Resolution Approving a Memorandum of Agreement between the City of Joliet and the Illinois EPA for the Property Located at 14 W. Clinton Street

Agenda Date: 07/21/2026

Attachments: Resolution, 14 W Clinton MOA.pdf, 14 W Clinton Exhibit A (NFR).pdf

Entered by: gruddy@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/8/2026	Greg Ruddy	Approve	7/10/2026
1	2	7/8/2026	Kevin Sing	Approve	7/10/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/10/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



Memo

File #: 382-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Accepting Amendment No. 1 for the License Agreement from Metra for the Washington Street Water Main Improvement Project

BACKGROUND:

The Washington Street Water Main Improvement Project is part of the 2026 Water Main Replacement Program. To construct this project, a license agreement with the Commuter Rail Division of the Regional Transportation Authority d/b/a Metra is required for the rail crossing located just east of Henderson Avenue north of Washington Street. The City Council approved the original license agreement on December 16, 2025. A change in the construction method from jacking to open cut excavation requires an amendment to the original license agreement.

The Public Service Committee will review this matter.

CONCLUSION:

City Staff have applied for and secured Amendment No. 1 to the original license agreement with the Commuter Rail Division of the Regional Transportation Authority d/b/a Metra. The attached Amendment No. 1 to the original license agreement with Metra will provide open cut access for the Washington Street Water Main Improvement Project just east of Henderson Avenue. A one-time contract preparation fee of \$500.00 is required for Amendment No. 1 to be paid to Metra.

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$500.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the attached Resolution accepting Amendment No. 1 to the original license agreement from Metra for the Washington Street Water Main Improvement Project.

RESOLUTION NO.

**RESOLUTION ACCEPTING AMENDMENT NO. 1 TO LICENSE AGREEMENT FROM METRA FOR
THE WASHINGTON STREET WATER MAIN IMPROVEMENT PROJECT**

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

SECTION 1: The Mayor and City Council hereby approve Amendment No. 1 to the License Agreement from Commuter Rail Division of the Regional Transportation Authority d/b/a Metra for the Washington Street Water Main Improvement Project. The original license agreement was approved on December 16, 2025.

SECTION 2: The City Manager is hereby authorized to execute Amendment No. 1 on behalf of the City of Joliet.

SECTION 3: Payment for the license amendment in the amount of \$500.00 is authorized.

SECTION 4: If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

SECTION 6: This Resolution shall be in full force and effect upon its adoption and approval according to law.

PASSED this _____ day of _____, 2026

MAYOR

CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____

AMENDMENT No. 1 to PIPELINE LICENSE

Prepared by:
Commuter Rail Division of the Northern
Illinois Transit Authority d/b/a Metra
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract
Management
Phone: (312) 542-8189

After recording return to:
City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attn: Anthonthy Anczer
Phone: (815) 724-4226

PIN(s): (portion of) 30-07-507-016-0000
(Will County)

(Above Space for Recorder's Use Only)

AMENDMENT No.1 to PIPELINE LICENSE AGREEMENT

THIS AMENDMENT No.1 (“Amendment”), Metra Agreement No. **RE23317-1**, Shall amend and modify that certain Pipeline License Agreement, Metra Agreement No. **RE23317**, (the “**Agreement**”) entered into April 6, 2026, by and between the Commuter Rail Division of the Northern Illinois Transit Authority, a division of an Illinois municipal corporation whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661 (“**Metra**”), and City of Joliet, a(n) Illinois municipal corporation with offices located at 150 West Jefferson Street, Joliet, Illinois 60432 (“**Licensee**”).

RECITALS

- A. Pursuant to the Agreement, Metra granted Licensee a non-exclusive license (“**License**”) for the purpose of installing, operating, and maintaining a Pipeline as defined in the Agreement.
- B. Licensee has changed its plans regarding the location of the premises.
- C. The parties hereto wish to amend the Agreement in order to account for Licensee’s change in the location.

AMENDMENT

THE PARTIES HERETO AGREE TO AMEND AND MODIFY THE AGREEMENT AS FOLLOWS:

1. The “**NOW THEREFORE**” Recital in the Agreement is hereby deleted in its entirety and replaced with the following:

NOW, THEREFORE, for and in consideration of payments to be made to Metra by Licensee, as hereinafter set forth, and also of the covenants and agreements hereinafter stated, Metra hereby grants to Licensee a non-exclusive license (“**License**”), being five (5) feet in width to use Metra’s property for the purpose of installing a sixteen (16)-inch ductile iron water main to transport water (“**Pipeline**”), and for no other purpose, along, across and underneath the right of way and tracks (or track, as the case may be) owned and/or controlled by Metra located where Henderson Avenue passes under Metra’s Rock Island Line (MP 39.40) in Joliet, Illinois (GPS coordinates 41.525025, -88.064468), as delineated on **Exhibit “A”** (“**License Premises**”) attached to and made a part of this Agreement, together with the right of reasonable access thereto for the purpose of exercising the rights and privileges granted in this Agreement. Licensee to maintain, operate and renew the same during the continuance of this License.

2. Exhibit “A” currently attached to the Agreement is hereby deleted in its entirety, and replaced with the Exhibit “A” attached to this Amendment No. 1, all references to Exhibit “A” in the Agreement shall mean Exhibit “A” dated June 23, 2026 attached to this Amendment No. 1.

3. As one of the considerations for this License, Licensee agrees to pay to Metra the sum of \$500 for the cost of preparing this Amendment, payable in advance.

4. To the extent the provisions of the Agreement are in conflict with the provisions of this Amendment, the provisions of this Amendment shall control.

5. Terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. The remaining terms, covenants, provisions and conditions of the Agreement shall remain in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of this _____ day of _____, 20____.

CITY OF JOLIET:

**THE COMMUTER RAIL DIVISION OF
THE NORTHERN ILLINOIS TRANSIT
AUTHORITY D/B/A METRA:**

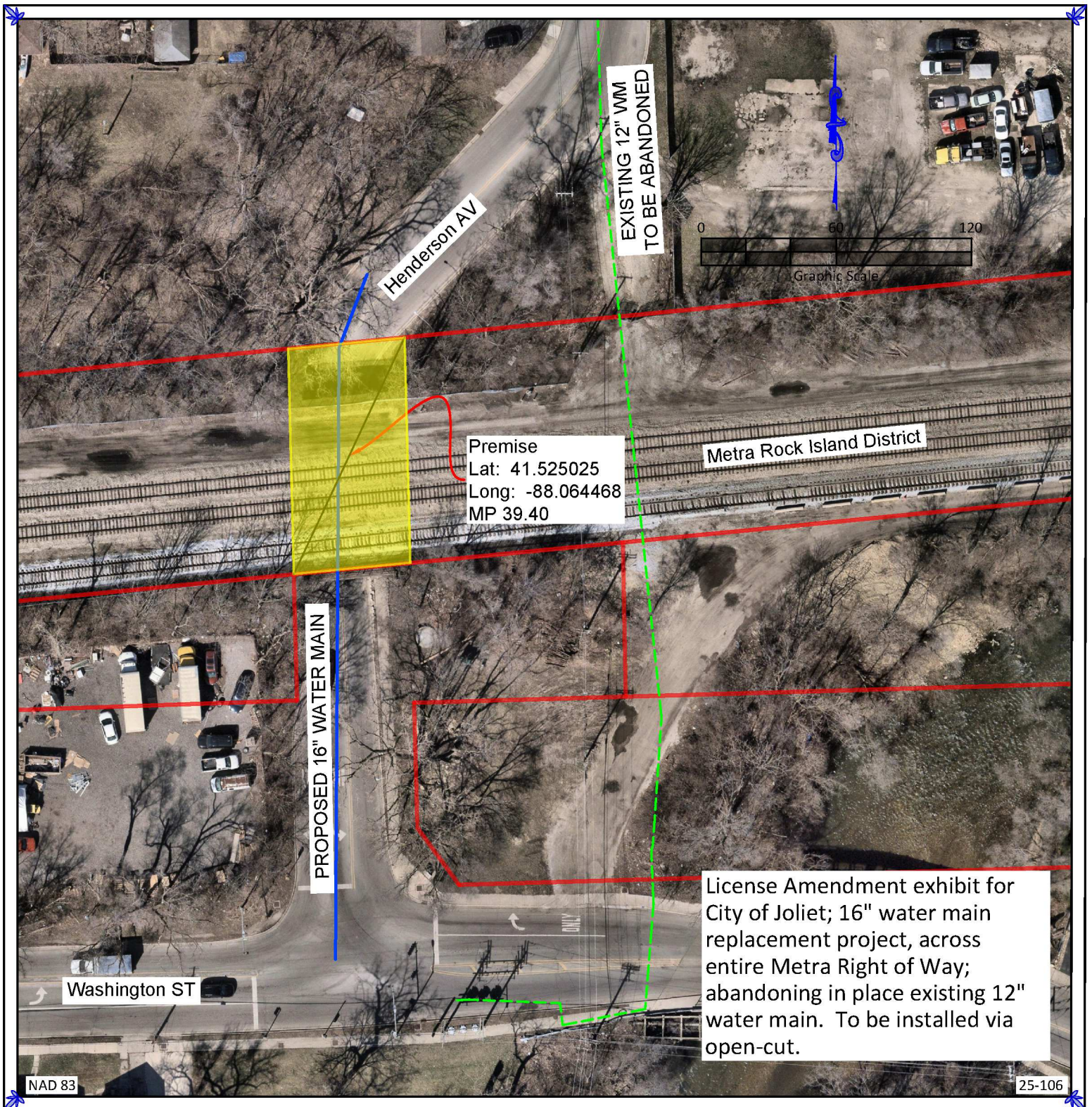
By: _____

By: _____

James M. Derwinski
CEO/Executive Director

please print or type name and title

Exhibit A



Metra Stipulations:

The contractor, when awarded, will require a right of entry.

EXHIBIT "A"
June 23, 2026



547 W. JACKSON BLVD.
CHICAGO, IL. 60661



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 382-26

File ID: 382-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2026

Department: Public Utilities

Final Action:

Title: Resolution Accepting Amendment No. 1 for the License Agreement from Metra for the Washington Street Water Main Improvement Project

Agenda Date: 07/21/2026

Agenda Number:

Attachments: Resolution, 25-106 City of Joliet_License Amendment
No. 1 to Pipeline License Agreement RE23317 v2

Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Allison Swisher	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 383-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Allison Swisher, Public Utilities Director

SUBJECT:

Resolution Approving an Intergovernmental Agreement with the Village of Shorewood for Gravity Sewer Line Oversizing, Payment, and Capacity for the Lasser Diversion Sewer

BACKGROUND:

On March 21, 2023, the Mayor and City Council approved Resolution No. 7847 which authorized a Transfer Agreement for the Transfer and Assignment of a Certain Easement / Right of Way and Sewer Line Pursuant to an Intergovernmental Agreement with the Village of Shorewood. This agreement required Cullinan Properties to construct the Lasser Diversion Sewer by the end of 2025.

The Village of Shorewood Sanitary Sewer Master Plan has a future 24-inch force main that will connect to the City of Joliet's Rock Run Interceptor. The Village of Shorewood has requested that 467 feet of the 12-inch Lasser Diversion Sewer be upsized to 30-inch to accommodate the future force main connection.

The Public Service Committee will review this matter.

CONCLUSION:

Attached is a resolution approving an IGA with the Village of Shorewood for the Gravity Sewer Line Oversizing, Payment, and Capacity for the Lasser Diversion Sewer. The IGA indicates that the Village of Shorewood will pay the City \$130,000.00 for the sewer oversizing, which is equivalent to the additional cost to Cullinan Properties for upsizing the diversion sewer. The attached resolution also authorizes the City of Joliet to pay Cullinan Properties the \$130,000.00 for upsizing the Laser Sewer once payment is received from the Village of Shorewood.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution approving an Intergovernmental Agreement with the Village of Shorewood for the Gravity Sewer Line Oversizing, Payment, and Capacity and payment in the amount of \$130,000.00 to Cullinan Properties.

RESOLUTION NO.

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF SHOREWOOD FOR THE GRAVITY SEWER LINE OVERSIZING, PAYMENT, AND CAPACITY

WHEREAS, the City of Joliet (“City”) and the Village of Shorewood (“Village”) are Home Rule Municipalities under and by virtue of the Constitution of the State of Illinois; and

WHEREAS, The Mayor and City Council of the City of Joliet find it is in the best interest of the City to enter into an Agreement with the Village of Shorewood for the Gravity Sewer Line Oversizing, Payment, and Capacity.

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: Each whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Mayor and City Council hereby approve the Agreement with the Village of Shorewood for the Gravity Sewer Line Oversizing, Payment, and Capacity.

SECTION 3: The Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City of Joliet.

SECTION 4: Upon receipt of payment for the oversized capacity of the gravity line from the Village of Shorewood, payment to Cullinan Properties in the amount of \$130,000.00 is authorized.

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

SECTION 6: This Resolution shall be in full force and effect upon its adoption and approval according to law.

PASSED this _____ day of _____, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

**GRAVITY SEWER LINE OVERSIZING, PAYMENT AND CAPACITY AGREEMENT
BETWEEN THE VILLAGE OF SHOREWOOD AND THE CITY OF JOLIET**

WHEREAS, on or about the 13th day of September 2011, the Village of Shorewood (“Village”) and the City of Joliet (“City”) entered into an Amended and Restated Intergovernmental Agreement Between the City of Joliet and the Village of Shorewood for Waste Water Treatment Services (the “IGA”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, on or about the 21st day of March 2023, the Village and the City entered into a “Transfer Agreement for the Transfer and Assignment of a Certain Easement/Right-of-way and Sewer Line Pursuant to an Intergovernmental Agreement” (the “Transfer Agreement”), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Transfer Agreement provided Joliet would require that the Developer construct the “Lasser Diversion Sewer” as defined and depicted in the Transfer Agreement; and

WHEREAS, the IGA provides for a “Future Connection” as depicted on Exhibit A to the IGA to allow Shorewood an Additional Point of Connection to the “Joliet Interceptor”; and

WHEREAS, the Village has requested that a portion of the Lasser Diversion Sewer be oversized from a twelve (12”) inch sewer to a thirty (30”) inch sewer in order to accommodate a future force main connection to manhole 11 on the Rock Run Interceptor as depicted on Exhibit C; and

WHEREAS, the oversizing of the Lasser Diversion Sewer will be done for approximately four hundred fifty (450’) feet of the Lasser Diversion Sewer in the area depicted on Exhibit C attached hereto and incorporated herein (the “Oversized Line”); and

WHEREAS, the cost associated with the Oversized Line is One-Hundred Thirty Thousand (\$130,000) Dollars (the “Oversizing Cost”); and

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES HERETO BE IT AGREED AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS

The foregoing recitals constitute an expression of the intent of the Parties regarding the formation of this Agreement and are hereby incorporated herein by reference. Similarly, any exhibit attached hereto and referred to herein as an exhibit shall be incorporated herein by reference as if fully set forth and repeated.

SECTION 2. PAYMENT OF OVERSIZING COST

The Village shall pay the City the Oversizing Cost (\$130,000.00) when the Oversized Line is complete and accepted by the City.

SECTION 3. CAPACITY

The Village is currently entitled to the Shorewood Capacity (8 MGD) in the Lasser Diversion as set forth in the Transfer Agreement and the overall capacity in the Joliet Westside Wastewater Treatment Plant of 4.08 MGD. Those capacity limits shall neither be diminished or increased by this Agreement. Upon payment of the Oversizing Costs to the City, the City shall reserve an additional 13.8 MGD (Peak Flow) in the Oversized Line for the sole and exclusive use of the Village (the “Additional Line Capacity”). The Additional Line Capacity shall not be utilized by the City without an amendment of this Agreement. The Village shall not exceed the overall capacity of 4.08 MGD at the Joliet Westside Wastewater Treatment Plant by utilizing the capacity in the Oversized Line without an amendment of the IGA.

SECTION 4. EXISTING AGREEMENTS

Except as herein specifically set forth all existing terms of the IGA and the Transfer Agreement shall remain in full force and effect.

SECTION 5. TERM

The term of this Agreement shall run concurrently with the term of the IGA.

SECTION 6. EFFECTIVE DATE

This Agreement will be effective upon the date of execution.

EXECUTED on this ____ day of _____, 2026.

CITY OF JOLIET

By _____
Its Mayor

VILLAGE OF SHOREWOOD

By _____
Its President

ATTEST

By _____
Its Clerk

ATTEST

By _____
Its Clerk

**AN AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET AND
THE VILLAGE OF SHOREWOOD FOR WASTEWATER TREATMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT, is made and entered into this 13 day of September, 2011, by and between the **CITY OF JOLIET**, an Illinois municipal corporation and home rule unit of local government (hereinafter referred to as "Joliet"), and the **VILLAGE OF SHOREWOOD** an Illinois municipal corporation (hereinafter known as "Shorewood").

WITNESSETH

WHEREAS, Joliet is the owner and operator of wastewater treatment and trunk line facilities in and around the City of Joliet, Illinois, and has capacity available as herein set forth to provide treatment for a portion of Shorewood's wastewater at the Joliet West Side Wastewater Treatment Plant; and

WHEREAS, Shorewood desires wastewater service from Joliet to treat the wastewater collected within portions of the corporate limits of Shorewood by Shorewood's collection system; and

WHEREAS, on February 28, 1990 the Shorewood and Joliet entered into an intergovernmental agreement entitled "*Agreement Between the City of Joliet and the Village of Shorewood for Wastewater Treatment Services*" (the "1990 Agreement"); and

WHEREAS, the 1990 Agreement was amended on May 20, 1991 (the "1991 Amendment"); and

WHEREAS, the 1990 Agreement was again amended on August 4, 1992 (the "1992 Amendment"); and

WHEREAS, on May 5, 2003 Joliet and Shorewood entered into a certain intergovernmental agreement dealing with the construction of additional treatment capacity at the Joliet West Side Wastewater Treatment Plant (the "2003 Agreement"); and

WHEREAS, on February 21, 2006 Joliet and Shorewood entered into an amendment to the 2003 Agreement (the "2006 Amendment"); and

WHEREAS, Joliet and Shorewood now desire to further amend and restate the 1990 Agreement to include as applicable the 1991 Amendment, the 1992 Amendment, the 2003 Agreement and the 2006 Amendment; and

WHEREAS, the 1990 Agreement, the 1991 Amendment, the 1992 Amendment, the 2003 Agreement and the 2006 Amendment are collectively referred to as the "Prior Agreements"; and

NOW, THEREFORE, in consideration of foregoing premises and mutual promises, agreements and covenants hereinafter made, it is mutually agreed, between Joliet and Shorewood as follows:

I. **DEFINITIONS**

All words, unless otherwise specified herein shall be defined as in the Code of Ordinances of Joliet as in effect on the date of this Agreement or as hereinafter amended.

II. **JOLIET TO PROVIDE WASTEWATER TREATMENT SERVICES**

(a) **Provision of Treatment Services**

Shorewood agrees to transmit, and Joliet agrees to treat, subject to the capacity

limits and other terms and conditions set forth in this Agreement, all wastewater originating in that portion of the Joliet Facilities Planning Area located within the corporate limits of Shorewood (the "Shorewood Service Area").

The foregoing notwithstanding, Joliet will only be required to accept wastewater from the Shorewood Service Area that meets the requirements of Joliet, State or Federal regulations for use of Joliet sewers.

(b) Extraterritorial Service

Joliet and Shorewood shall each limit sewer service west of Interstate 55 to land located within their respective corporate limits. Joliet shall not be required to provide service within the Shorewood Service Area to any territory that is not located within the corporate limits of Shorewood. Joliet's obligation to provide wastewater treatment services is wholly subject to Shorewood's compliance with this Agreement.

The flow from the "Phelps" parcel as was described in Exhibit 1 to the 1990 Agreement shall be considered a part of Shorewood's total permitted flow to Joliet.

(c) Responsibility to Prevent Improper Discharges into Joliet's System

Shorewood shall effectively prohibit and exclude from that portion of its sanitary sewer system tributary to Joliet the following: (1) any wastes which may directly or indirectly impair the structural durability of the Joliet conveyance system, or its hydraulic functions; (2) wastes which may have deleterious effect on the Joliet wastewater treatment plant structures or processes; (3) wastes whose pollutional effects are not effectively altered by ordinary treatment processes and whose presence in the receiving stream would violate State or Federal water quality standards; (4) wastes whose presence in the sewers would create a hazard to public health and safety; (5) wastes

which are prohibited by any State or Federal statute, rule or regulation; and (6) wastes from property located outside the corporate limits of Shorewood.

As to the Shorewood Service Area, Shorewood shall be subject to the same ordinances and regulations regarding unacceptable waste discharges as Joliet now imposes, or may in the future impose, upon the users of the Joliet sewer system, and it shall not be a Shorewood defense to any legal action by Joliet against Shorewood that any of the aforementioned materials were introduced into its system by a third party or parties without Shorewood's knowledge or consent. Shorewood alone shall be liable to Joliet for any surcharges for unacceptable waste discharges from Shorewood's system into Joliet's system. The Rules and Regulations of service established by Shorewood shall contain the same provisions regarding unacceptable discharge as Joliet now imposes or may, in the future, impose upon the users of Joliet's system, and shall provide that Shorewood shall impose a surcharge upon the users of Shorewood's system regarding unacceptable waste discharged into Shorewood's system.

Joliet agrees to notify Shorewood in writing, of any proposed ordinances or regulations which would change, alter or amend the current Joliet ordinances and regulations regarding unacceptable waste discharges so as to enable and permit Shorewood to be heard by the Joliet administration and/or City Council before the adoption of any such ordinances or regulations. Joliet shall be required to notify Shorewood as soon as possible after any such proposals are formulated and in no event at least 15 days before any hearings to be conducted on such proposals before the City Council.

(d) Testing

Joliet shall be authorized to inspect, monitor, sample and test all industrial sewer users within the Shorewood Service Area and also at Shorewood's wet well at its Pumping Stations. Joliet shall notify Shorewood of all sampling and testing conducted at the Pumping Station pursuant to this paragraph sufficiently in advance to permit representatives of Shorewood to be present at the time such sample or testing is conducted. Joliet shall test the quality of sewage by collecting 24 hour composite samples or grab samples which shall be taken from the Shorewood's wet well and from all industrial sewer users in Shorewood. These samples may be analyzed by Joliet with copies of the analyses sent to Shorewood. Analyses shall be performed at a frequency of once a month unless determined by the Joliet Director of Public Utilities to be needed more frequently because of the risk that the sewage delivered to Joliet by Shorewood is likely to violate relevant ordinances and regulations of Joliet. If analyzed by Joliet, Shorewood shall pay the following charges to Joliet for analyses each time performed:

Sampling Charge	actual cost
B.O.D. Analysis	actual cost
Suspended Solids Analysis	actual cost
pH Determination	actual cost
All Other Tests	actual cost

Should any analysis show that any of Shorewood's discharges or industrial discharges into the Joliet System are in non-compliance with any Joliet, State or Federal regulations dealing with pollutant or contaminant levels, Shorewood shall

immediately upon written notice from Joliet take all steps necessary to re-establish compliance. Such notice shall not preclude any other remedy to secure compliance available to Joliet under this Agreement, or in law or at equity.

(e) *Establishing Base Line Application*

Shorewood agrees that prior to accepting wastewater to be treated by Joliet from any discharger that would exceed 50,000 gallons per day or from any user that would discharge non-compatible pollutants or be classified as industry, Shorewood will advise Joliet so that Joliet may obtain a base line application for the proposed user. This base line application will be used for determining the impact of the proposed user on the system, the pretreatment necessary, if any, and for establishing the criteria for the discharge permit that Joliet is required to issue to any industrial discharger. Users of the Shorewood system at the time of connection must provide the base line report, install the necessary pretreatment and demonstrate compliance with Joliet's requirements prior to Shorewood's discharging that new user's wastewater to the Joliet system.

III. INTERCONNECTION FACILITIES

(a) *Pumping Stations*

Shorewood has constructed a sewage pumping station, force main, gravity sewer and meter station to connect Shorewood's system to Joliet's system (the "Seil Road Pumping Station"). The Seil Road Pumping Station is the property of Shorewood and Shorewood shall be responsible for the operation and maintenance thereof.

Shorewood has also constructed an additional sewage pumping station, force main, gravity sewer and meter station to connect Shorewood's system to the Joliet

system (the "Mound Road Pumping Station"). The Mound Road Pumping Station is the property of Shorewood and Shorewood shall be responsible for the operation and maintenance thereof.

The Mound Road Pumping Station is connected to the Joliet system by an existing gravity sewer main currently owned, operated and maintained by Shorewood located between the east line of Interstate 55 and the Rock Run Interceptor, approximately one third mile north of Interstate 80 (the "Lasser Sewer"). Shorewood shall transfer to Joliet all right, title and interest Shorewood may have in and to the Lasser Sewer and the right of way in which it is located. Provided, however, Shorewood shall retain the right to construct another sanitary sewer line parallel to the Lasser Sewer within the Lasser Sewer easement/right-of-way (the "Additional Lasser Sewer"). The Additional Lasser Sewer shall be permitted to connect to the City's Rock Ruin Interceptor at the location specified in Exhibit "A". The Additional Lasser Sewer shall be transferred by Shorewood to Joliet in accordance with the procedures set forth in this sub-paragraph for the Lasser Sewer. Such transfers shall be made free and clear of any encumbrances, lien or other adverse claim of right. The transfers required by this sub-paragraph shall be made within thirty (30) days of Joliet's written request.

Joliet and Shorewood recognize that Joliet shall have the right to modify or relocate the Lasser Sewer and the Additional Lasser Sewer at Joliet's sole cost and expense, provided such modification or relocation shall not cause an interruption or degradation in service to Shorewood.

Shorewood hereby releases Joliet from any responsibility or liability in connection with the relocation and modification of the sewer line and related equipment and

appurtenances known in the Prior Agreements as the Additional Rock Run Interceptor on account of the elevation of the Interstate 55/Illinois Route 59 interchange.

(b) Connection Points

The connection points to the Joliet System shall be:

- (1) At manhole No. 1-41 on the Rock Run Interceptor (County Farm Road);
- (2) At manhole No. 1-23 on the Rock Run Interceptor (I-80);
- (3) The Black Road Pumping Station;
- (4) At the first sanitary sewer manhole north of US Route 52 lying approximately 260 feet west of the west line of the east half of the southeast quarter of Section 10 in Township 35 North in Range 9 East;
- (5) At the first manhole north of the intersection of Deer Run Trail and the existing I-55 Frontage Road;
- (6) At the private service connection for the former Amoco Service Station;
- (7) At manhole No. 1-__ on the Rock Run Interceptor (Lasser Sewer).
- (8) At the location specified in Exhibit "A" for the Additional Lasser Sewer

Except as otherwise stated in this Agreement, Joliet acknowledges receipt of the connection charges for each of these connection points for the treatment capacities specified in the Prior Agreements. No other connection points or additional treatment capacity shall be allowed without approval from Joliet. The parties acknowledge that in the event Shorewood purchases capacity at the Aux Sable Wastewater Treatment Plant as hereafter provided that a connection point will be required to facilitate the capacity.

IV. MEASUREMENT OF SHOREWOOD'S WASTEWATER FLOW

(a) Metering Devices

To measure the volume of wastewater discharged from the sanitary sewer system of Shorewood into the sewer system of Joliet, accurate metering devices acceptable to Joliet shall be provided and maintained by Shorewood at all operational Pumping Stations.

These metering devices shall be equipped with remote registering and recording mechanisms which indicate the rate of flow and which measure and totalize the quantity of wastewater passing through the meter.

(b) Shorewood's Expense for Construction and Maintenance

These sewage metering devices shall be provided and maintained or replaced by Shorewood at its expense.

(c) Joliet Approval of Placement and Construction

The type and location of the sewage meters and all plans and specifications and details pertinent thereto shall be subject to the written approval of Joliet. Joliet shall not unreasonably withhold its approval.

(d) Reading and Recording

The reading and recording of results of the metering devices shall be done by Joliet and Shorewood.

(e) Shorewood Maintenance Responsibility

Shorewood shall continuously maintain and operate the metering devices and cause same to be promptly repaired or replaced at its sole expense. In addition, Shorewood shall repair or replace the metering devices upon written notice from Joliet.

(f) Annual Testing

The sewage metering devices used to measure the volume of wastewater

discharged from the sanitary sewer system of Shorewood into the sewer system of Joliet shall be tested for accuracy by a third party qualified or certified by the manufacturer of said device no less frequently than annually at Shorewood's expense. Shorewood shall supply copies of test results to Joliet prior to each annual anniversary date of this Agreement.

(g) Access, Testing and Calibration

(1) Either party shall have the right of access to the metering devices and recording instruments for the purpose of making accuracy or calibration tests. Such tests shall be made only after giving the other party five (5) days prior written notice of the time and place that the tests are to be performed.

(2) If tests indicate that a metering device has not properly measured the volume of sewage through the meter, a reasonable adjustment of the measured sewage flow and past billings shall be made by Joliet by comparing the metered daily average flow to the annual average daily flow and the average daily flow for the same time period in the previous year. The flow to be billed shall be adjusted to the greater of the annual average flow and the flow for the previous period. The billings shall be adjusted for the time periods as follows:

(a) If the daily meter readings indicate a sudden failure of the meter to accurately measure the flow, that is, an identifiable increase or decrease in average daily measurements, flows shall be adjusted for the time period from the date of the failure until the date the repairs are completed.

(b) If no identifiable failure time can be established, flows shall be adjusted for a period beginning thirty (30) days prior to the annual testing or of either

party giving notice of the need for metering adjustments and ending with the date repairs are completed.

V. CHARGES, RATES, NOTICE AND PAYMENT

(a) Charges (Other Than Connection Charges)

(1) Shorewood shall pay to Joliet a Monthly Sewer Service User Charge based on Shorewood's metered water sales to customers in the Shorewood Service Area plus fourteen hundred cubic feet (14 HCF) for each residential sewer-only user. All non-residential users shall be metered. The sewer service user charge shall be calculated by multiplying the total of the metered water sales to customers plus the usage for sewer-only customers by the then current Joliet sewer-use rate for customers outside the city limits of Joliet. This sewer-use rate shall be calculated by adding the sewer-use rate for customers inside the City of Joliet to the additional rate for sewage usage for users outside the City.

(2) In the event that the total quantity of sewage transmitted to the Joliet system, as measured by the sewage metering devices at the Seil Road Pumping Station, the Mound Road Pumping Station and any other metering devices the parties may hereafter install, in any month exceeds a monthly peak factor times the average of the monthly quantities measured by the sewage metering device for the preceding six months, the Monthly Sewer Service User Charge shall be increased. The increase in the Monthly Sewer Service User Charge shall be based on the quantity calculated as the difference between the monthly measured flow less the product of a monthly peak factor of 1.5 multiplied by the average flow for the preceding six months. The increase in the sewer charge shall be calculated by multiplying the quantity by the current sewer-

use rate for customers outside the corporate limits of Joliet.

(3) An additional rate for sewage usage for users outside the City of Joliet, which currently is \$0.05 per hundred cubic feet, shall be applicable to Shorewood and shall be calculated by operation of the following formula:

$$R_s = (C_{gos} + I_{gos}/s + P_{ssa}) \times .0132$$

Where:

R_s is the additional rate for wastewater collection and treatment in dollars per hundred cubic feet;

C_{gos} is the cost of wastewater facilities improvements constructed with General Obligation Bonds in dollars;

I_{gos} is the cost of the interest on the General Obligation Bonds in dollars;

P_{ssa} is the cost of the Public Benefit portion of special assessments or special taxes for the construction of wastewater facilities;

S is the estimated monthly quantity of wastewater treated in hundred cubic; and

$.0132$ is the Capital Recovery factor to allow payment at 10% interest over a 10 year period.

This rate shall be calculated annually in October by the Director of Public Utilities of Joliet. Any change in the rate as a result of the annual calculations shall become effective January 1st of the year following the calculation. The Director of Public Utilities shall notify Shorewood in writing no less than sixty (60) days prior to the effective date of any change in the rate charged to Shorewood.

In addition, Shorewood shall pay to Joliet a monthly charge equal to the charge calculated for industrial waste surcharges in accordance with Joliet's then current

industrial waste surcharge ordinance for those individual customers of Shorewood's sewer system, including customers on the Village system, which produce effluents in excess of limits stated in said ordinance.

In addition to the foregoing charges, Shorewood shall pay an annual maintenance fee computed by multiplying (1) the amount of sewage treatment capacity Joliet has agreed to provide to Shorewood under this Agreement, less the sum of the twelve month average annual sewage flow measured at the operational pumping stations, multiplied by (2) \$0.02 per gallon. The charge shall be calculated as of each January 1 based on sewage flows from Shorewood in the previous year. One twelfth of such charge shall be paid each month. The \$0.02 per gallon rate shall be adjusted annually by the percentage of salary increase granted to employees of Joliet who work at the Joliet wastewater treatment facilities.

(b) Notice

Joliet agrees to immediately notify, in writing, Shorewood and the offending industrial user as soon as it becomes aware of any violation of discharge standards or any condition which may result in the imposition of the surcharge called for in this Agreement so as to enable Shorewood and/or the industrial user to take corrective action to eliminate said violation or condition. Said written notice shall include a copy of any and all test results and/or written reports concerning said violations.

Joliet, at the time of billing Shorewood for any surcharge, shall provide Shorewood with copies of all test results and data as to each individual industrial user along with the calculations in support of the surcharge imposed.

(c) Billing and Payment

Shorewood shall furnish Joliet with a summary of meter readings monthly. Said readings shall be furnished during the first ten (10) days of each month for service the preceding month. Joliet shall bill Shorewood within 5 days of the receipt of that summary. Shorewood shall pay said bill within 15 days of receipt of the bill from Joliet. Payments or parts thereof not received within 15 days shall be subject to an interest rate charged on the then outstanding balance. The interest rate applied to the outstanding balance shall be the same interest rate as is charged to all customers of the Joliet utility system and may be subject to change from time to time. Further, it shall be the duty of Shorewood to notify Joliet of any bill that has not been received within 15 days of providing readings to Joliet. All records of both Joliet and Shorewood shall be made available to either party, the Federal or the State governments at all times upon written request. Shorewood agrees to accept a modification of this billing schedule if Joliet modifies the schedule for its customers in the future and said modifications are reasonable.

(d) Compliance With Laws Regarding User Charges

Each party hereto agrees to comply with all applicable Federal and State statutes and regulations pertaining to the imposition of fair and equitable user charges covering the cost of construction and for the operation and maintenance of the system. In the event there are no Federal or State statutes or regulations pertaining to equitable user charges, then Joliet and Shorewood agree that such user charge shall not be arbitrary and capricious.

VI. TREATMENT CAPACITY

(a) Acknowledgement of Prior Purchases of Wastewater Treatment Capacity

The parties acknowledge that Shorewood has previously purchased and paid for two million eighty thousand (2,080,000) gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant, as measured by the average of 12 monthly average flows from the Seil Road Pumping Station, the Mound Road Pumping Station, the Black Road Pumping Station and any other interconnections that may hereafter be installed, if any.

Shorewood acknowledges that Shorewood's existing wastewater flow transmitted to the Black Road Pumping Station will be diverted by Joliet to its Aux Sable Wastewater treatment Plant. Nevertheless, for the purposes of this Agreement, this diverted flow shall be considered as part of the 2,080,000 gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant previously purchased by Shorewood.

(b) Purchase of Additional Wastewater Treatment Capacity

Subject to the terms and conditions of this Agreement, and in addition to the two million eighty thousand (2,080,000) gallons of wastewater treatment capacity currently provided to Shorewood by Joliet pursuant to the Prior Agreements, Joliet hereby sells to Shorewood, and Shorewood hereby purchases from Joliet, an additional two million (2,000,000) gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant.

The connection fee for this additional capacity at the West Side Wastewater Treatment Plant is Twelve Million Dollars (\$12,000,000). Shorewood shall pay this

connection fee to Joliet in forty (40) consecutive equal semi-annual installments payable on January 1 and July 1 of each year. The first semi-annual installment payment shall be due January 1, 2012. Interest on the unpaid balance shall begin to accrue on January 1, 2012 and shall run until the connection fee is paid in full. The rate and manner of interest shall be the same as the rate and manner of interest charged to the City by the Illinois Environmental Protection Agency (IEPA) in connection with the City's construction of the Black Road Force Main between the Black Road Pumping Station and the Aux Sable Wastewater Treatment Plant. The payments shall be in conformance with the Amortization Schedule attached as Exhibit "B".

The connection fee shall be due and payable to Joliet whether or not Shorewood actually uses the additional capacity purchased pursuant to this Paragraph.

(c) *Future Requests for Additional Treatment Capacity*

In the event that Shorewood requests additional capacity at the Joliet West Side Wastewater Treatment Plant, or if Shorewood requests capacity at the Aux Sable Wastewater Treatment Plant, then and in that event only, within forty-five (45) days, Joliet shall determine in a fair and equitable manner if existing capacity is available for Shorewood or if additional capacity must be constructed. Joliet shall advise Shorewood of the amount of existing capacity available or to be constructed after first recognizing Joliet's needs to properly service other users both within and without its corporate limits and also recognizing Shorewood's needs to properly service other users. Joliet and Shorewood must both be able to adequately substantiate its capacity requirements.

Joliet shall determine in writing if existing capacity is available or if additional

construction is required to provide additional capacity to Shorewood. This determination shall be made on the following basis:

(1) Existing sewer capacity shall be determined to be available for Shorewood at the Joliet West Side Wastewater Treatment Plant if projections at the current rate of growth for new connections indicates that the existing and projected rate of all flows to the Joliet West Side Wastewater Treatment Plant will not exceed 8.5 million gallons per day within the next 24 months. There is no existing capacity for Shorewood's wastewater at the City's Aux Sable wastewater treatment facility.

(2) New construction shall be determined to be necessary to provide additional capacity to Shorewood if Shorewood's wastewater is to be transmitted to the City's Aux Sable Wastewater treatment facility or if the existing and projected rate of all flows to the Joliet West Side Wastewater Treatment Plant will exceed 8.5 million gallons per day within the next 24 months. The cost of providing additional capacity to Shorewood shall be at Shorewood's sole cost and expense.

Joliet shall also advise Shorewood of the proposed connection fees for granting the additional capacity requested by Shorewood.

The notice by Shorewood to Joliet shall be sent within thirty (30) days of the aforementioned event occurring and Joliet shall respond to Shorewood within sixty (60) days after receipt of notice. The charge for the additional capacity shall be a fair, reasonable and equitable apportionment of Joliet's prior capital costs related to sewage treatment and collection (to the extent Shorewood's request would utilize Joliet's collection system) less grant reimbursements, or Joliet's actual capital construction costs related to sewage treatment and collection (to the extent Shorewood's request

would utilize Joliet's collection system) less grant reimbursements; whichever is applicable.

In the event that the amount of future grant reimbursements cannot be ascertained at the time of purchase by Shorewood of additional capacity from Joliet, then in that event, Joliet agrees to reimburse Shorewood for the proportionate share of the grant due Shorewood at such time as the amount of future grant reimbursements are ascertained. The proportionate share shall be defined as Shorewood's capacity purchased from Joliet as compared to the total of Joliet's construction necessary to serve Shorewood.

(d) Expansion of Joliet Facilities Planning Area

(1) Joliet agrees to expand the Joliet Facilities Planning Area to provide for the growth of the Shorewood Wastewater Collection System within the corporate limits of Shorewood, provided such expansion does not violate any intergovernmental boundary line agreement entered into by Joliet or Shorewood with each other or with other units of government. If Shorewood desires to expand the Shorewood Wastewater Collection System in accordance with the terms of this agreement to an area outside the Joliet Facilities Planning Area, Shorewood shall prepare the necessary application to demonstrate that the required planning criteria are met and forward the application to Joliet. After review and comment related to the planning criteria, Joliet and Shorewood shall jointly apply to the Illinois Environmental Protection Agency for expansion of the Joliet Facilities Planning Area. Shorewood shall pay necessary engineering and legal fees for the effort necessary to attend meetings, attend hearings and file the necessary documentation to obtain approval of the

expansion.

(2) At no time during the term of this agreement shall Shorewood apply for a separate Facilities Planning Area or construct a wastewater treatment facility to service those areas which are contained within Joliet Facilities Planning Area. If Shorewood expands its corporate limits into other areas during the term of this agreement, Shorewood is authorized to apply for a Shorewood Facilities Planning Area and a treatment facility.

(e) Rules and Regulations of Shorewood

With regard to those areas of Shorewood whose sewerage is being treated by Joliet:

(1) Shorewood shall require a condition of service, that the construction, materials and method of construction for all sewer and house connections be inspected to minimize future problems and infiltration.

(2) Shorewood shall adopt and enforce Rules and Regulations that will effectively prohibit the future introduction of surface or ground water or solid or hazardous waste into the sewer system and shall exercise its best efforts to construct a system that will not permit unreasonable infiltration into the sewer lines.

(3) Shorewood shall adopt and enforce Rules and Regulations required to comply with Paragraph III(c) hereof as it pertains to ordinances and regulations of Joliet regarding unacceptable waste discharges.

(4) All of the above Rules and Regulations shall be effective on or before the date Joliet begins to provide service to Shorewood under this Agreement.

(f) *Use of Gravity Sewer Constructed East of Interstate 55.*

The gravity sewer constructed east of Rock Run Drive pursuant to the Prior Agreements shall be allocated for use as follows:

(1) Joliet has paid \$2,000 to Shorewood for 100,000 gallons per day of capacity in the gravity sewer. The plans for connections shall be made available to Shorewood for review and comment and Shorewood shall have the right to inspect connections made by Joliet.

(2) Shorewood shall retain all capacity except for the increment allocated to Joliet.

VII. USE OF RIGHT OF WAY

In addition to any other right or entitlement either party may have or hereafter acquire, each party agrees to grant the other party the reasonable use of its public rights of way for the construction, operation and maintenance of its respective public utility systems. There shall be no fee or other charge imposed for the use of such rights of way. Provided, however, that a party using a right of way of the other party shall promptly reimburse such other party for its actual out of pocket expenses incurred in the review of a request to use the right of way. A party using the right of way of the other party shall comply with reasonable permit conditions established to protect, repair and restore the right of way and its appurtenances. A party using the right of way of the other party shall defend and indemnify the other party from and against any claim asserted by a third party in connection with said party's use of the right of way.

Shorewood hereby grants and permits Joliet the use of Shorewood's Black Road

right of way for the construction, operation and maintenance of a force main between Joliet's Black Road Pumping Station and the Aux Sable Wastewater Treatment Plant in accordance with the plans and specifications prepared by Clark Dietz, Inc. and dated December, 2010. Joliet shall coordinate traffic issues with Shorewood. Joliet shall restore that portion of Black Road disturbed by Joliet's use of Black Road for construction of said force main as soon as practicable.

VIII. SHOREWOOD'S INABILITY TO MEET FINANCIAL OBLIGATION

If Shorewood is in default in any payment to be made hereunder and it reasonably appears to Joliet that Shorewood is unable to meet its financial obligations under this Agreement or if Shorewood's discharge to Joliet is in noncompliance with any Joliet, State or Federal regulations dealing with pollutant or contaminant levels, Shorewood agrees that Joliet may exercise one or more of the following options:

(a) Upon sixty (60) days written notice thereof, Joliet may terminate its services to Shorewood without further notice; provided, however, that such termination complies with all local State and Federal laws and regulations pertaining thereto; and provided further, that services to Shorewood shall not be terminated if, prior to expiration of sixty (60) days from the written notice from Joliet, Shorewood has met its financial obligations under this Agreement or has made arrangements satisfactory to Joliet to meet such obligations, or in the case of non-compliance with discharge limitations, has brought its discharges into compliance with Joliet, State or Federal regulations dealing with pollutant or contaminant levels.

(b) If any payment remains unpaid for a period of sixty (60) days after receipt of written notice by Shorewood from Joliet, Joliet may take over all aspects of the

operation of the Shorewood system tributary to the Joliet wastewater system (including customer billing), if any, and deal directly with the users and accept their payments until such time as all amounts in default are paid. In such event, and in addition to any other right or claim Joliet may have under law against Shorewood or its customers in the Shorewood Service Area, Joliet shall also be authorized to claim, record and enforce liens against those real properties in the Shorewood Service Area with delinquent bills in accordance with applicable law.

(c) If any noncompliance continues for a period of sixty (60) days after receipt of written notice by Shorewood from Joliet and action to correct has not been implemented, Joliet may take over all aspects of the operation of the Shorewood system tributary to Joliet's wastewater system. Further, if the noncompliance continues for a period of 180 days after receipt of written notice by Shorewood from Joliet, Joliet may take over all aspects of the operation of the Shorewood system tributary to Joliet's wastewater system. Operation of the Shorewood system shall include customer billing. Joliet is authorized to deal directly with the users and accept their payments until such time as the cost to comply is paid and compliance is established.

(d) The parties may pursue any other remedies available to them at law or in equity.

(e) In order to maintain a continuity of service, Shorewood shall have the right to make any payment of a disputed fee "under protest" which payment shall be subject to a refund in the event of a judicial decision in Shorewood's favor.

IX. ENFORCEABILITY

This Agreement shall be enforceable in any court of competent jurisdiction by

any of the parties hereto by an appropriate action at law or equity to secure the performance of the covenants herein contained, including the remedies of injunction, mandatory injunction and specific performance.

X. HOLD HARMLESS

Shorewood shall save, defend and hold Joliet and its agents, officials and employees harmless against any and all claims for damages by third parties, enforcement action by any State or Federal agency, or litigation including therein all costs, settlements, and fines and reasonable attorney fees, as a result of any violations or breaches of this Agreement by Shorewood.

Joliet shall save, defend and hold Shorewood and its agents, officials and employees harmless against any and all claims for damages by third parties, enforcement action by any State or Federal agency or litigation including therein all costs, settlements and fines and reasonable attorney fees, as a result of any violations or breaches of this Agreement by Joliet.

Joliet and Shorewood specifically reserve any claim, privilege, immunity and defense accorded them under law.

XI. NEW INDUSTRIAL USERS

Notwithstanding any other provision herein, Joliet shall have no responsibility to accept industrial waste from new users of the Shorewood's system in any case in which the quality of the proposed industrial waste flows will exceed the limits of any constituents except B.O.D. and Suspended Solids imposed upon other users of the Joliet system.

XII. DISPOSAL OF SYSTEM

With regard to that portion of the Shorewood system tributary to Joliet's wastewater system, Shorewood shall not sell or otherwise dispose of any portion of its system nor subcontract the operation of such system, unless and until Shorewood shall first offer to Joliet the first option to purchase the system at the same price and on the same conditions as any bona fide offer previously made, as the case may be. Shorewood shall notify Joliet in writing within ten (10) days of such offer and Joliet shall have a forty-five (45) day period beginning on the date of receipt of written notice of the previously made written offer to exercise such option. If Joliet fails to exercise its option to purchase Shorewood's system in accordance with the provisions of this Section, and Shorewood sells or otherwise disposes of its sewer system or any portion thereof, be it voluntarily or involuntarily through insolvency, receivership or eminent domain proceedings, then Shorewood shall transfer or convey the system or any portion thereof with the stipulation that the terms of this Agreement shall be binding on the transferee or successor in interest for the remaining term of this Agreement.

For purposes of this Paragraph, the term "System" is limited to and intended to mean that equipment and those structures which have been installed or constructed solely for the purpose of providing wastewater collection and treatment by the City of Joliet. "System" specifically does not include any real estate or interests in any real estate which Shorewood may own, act or control in which such equipment or structures are located.

XIII. TERM OF AGREEMENT

This Agreement will be in effect for a term of forty (40) years from and after the effective date of this Agreement, and thereafter will continue for six (6) successive periods of ten (10) years, unless either party gives written notice to the other party at least two (2) years prior to the end of the initial 40-year term or any singular 10-year period of its' intent to terminate this Agreement or until modified by the parties, in accordance with provisions of this Agreement, subject to applicable Federal and State rules and regulations.

XIV. AMENDMENTS

No amendments to this Agreement shall be effective unless accomplished by written agreement pursuant to proper authority granted by the governing boards of each party to this Agreement.

XV. ASSIGNMENT

Except as hereinbefore provided, it is mutually understood and agreed upon by the parties that neither party shall assign, transfer or convey any right, title or interest in and to this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.

XVI. COOPERATION OF THE PARTIES

Both parties agree to timely perform the provisions hereof and to keep the other informed of a foreseeable problem or dispute deemed likely to arise in the performance hereof.

XVII. TIME IS OF THE ESSENCE

Both Shorewood and Joliet recognize that time is of the essence.

XVIII. RECITALS

The matters contained in the recitals to this Agreement are agreed by the parties to be true and be interpreted as part of the Agreement between the parties.

XIX. AGREEMENT COMPLETE

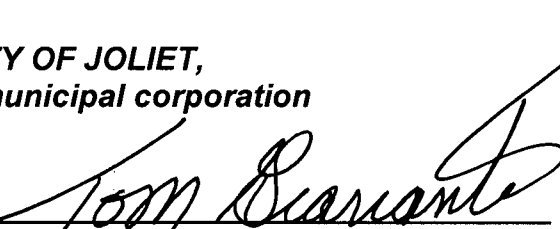
The foregoing is intended to constitute a full and complete restatement and amendment of the Prior Agreements. There are no oral understandings or agreements not set forth in writing herein.

XX. EFFECTIVE DATE

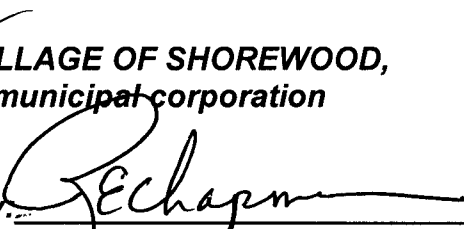
This Agreement shall take effect on the date hereinabove first written.

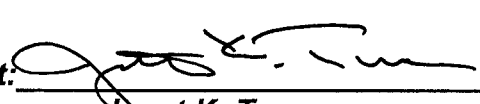
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

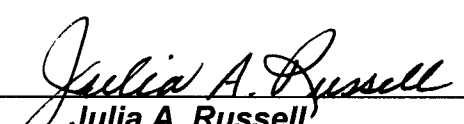
**CITY OF JOLIET,
a municipal corporation**

By: 
Thomas C. Giarrante
Mayor

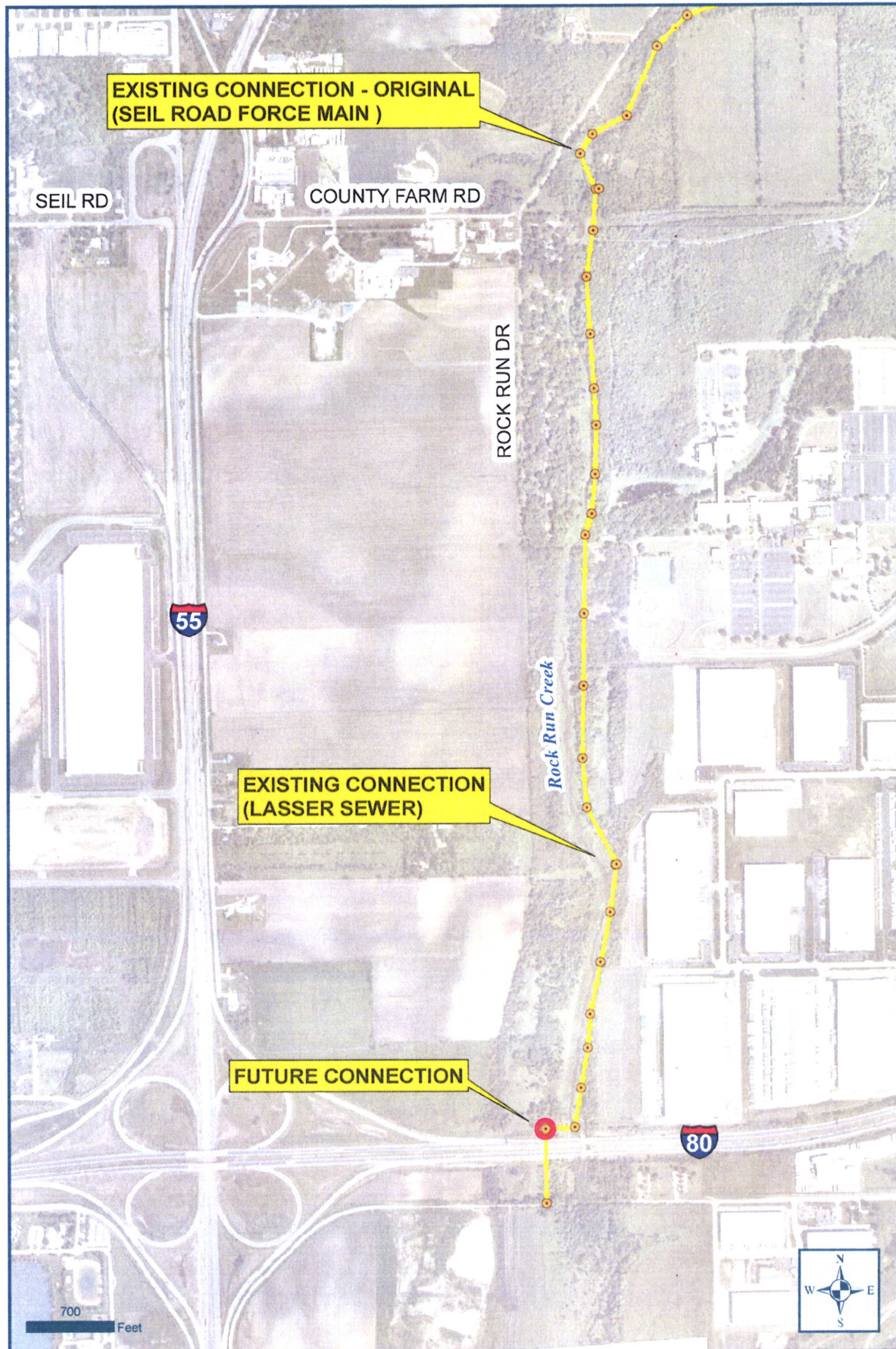
**VILLAGE OF SHOREWOOD,
a municipal corporation**

By: 
Richard E. Chapman
Village President

Attest: 
Janet K. Traven
City Clerk

Attest: 
Julia A. Russell
Village Clerk

Shorewood - Joliet Sanitary Sewer Connections



MAP CREATED BY JOLIET PUBLIC UTILITIES DEPT 7/21/11
AREA, PHOTO 2008 WILL COUNTY GIS

EXHIBIT A

**VILLAGE OF SHOREWOOD - AMORTIZATION SCHEDULE
JOLIET / SHOREWOOD WASTEWATER AGREEMENT**

Fiscal Year	Payment #	Payment Date	Principal	Interest	Debt Serv.	Fiscal Debt Service	Outstanding Debt
Interest Rate : 1.250%							12,000,000.00
2013	1	4/1/2013	338,453.20		338,453.20		11,661,546.80
	2	10/1/2013	264,353.79	74,099.41	338,453.20	676,906.40	11,397,193.01
2014	3	4/1/2014	266,429.27	72,023.93	338,453.20		11,130,763.74
	4	10/1/2014	267,726.47	70,726.73	338,453.20	676,906.40	10,863,037.27
2015	5	4/1/2015	269,804.84	68,648.36	338,453.20		10,593,232.43
	6	10/1/2015	271,142.04	67,311.16	338,453.20	676,906.40	10,322,090.39
2016	7	4/1/2016	272,864.92	65,588.28	338,453.20		10,049,225.47
	8	10/1/2016	274,598.75	63,854.45	338,453.20	676,906.41	9,774,626.72
2017	9	4/1/2017	276,682.99	61,770.21	338,453.20		9,497,943.73
	10	10/1/2017	278,101.68	60,351.52	338,453.20	676,906.40	9,219,842.05
2018	11	4/1/2018	280,188.92	58,264.28	338,453.20		8,939,653.13
	12	10/1/2018	281,649.15	56,804.05	338,453.20	676,906.40	8,658,003.98
2019	13	4/1/2019	283,739.42	54,713.78	338,453.20		8,374,264.56
	14	10/1/2019	285,241.73	53,211.47	338,453.20	676,906.40	8,089,022.83
2020	15	4/1/2020	287,054.20	51,399.00	338,453.20		7,801,968.63
	16	10/1/2020	288,878.19	49,575.01	338,453.20	676,906.40	7,513,090.44
2021	17	4/1/2021	290,974.64	47,478.56	338,453.20		7,222,115.80
	18	10/1/2021	292,562.67	45,890.53	338,453.20	676,906.40	6,929,553.13
2022	19	4/1/2022	294,662.27	43,790.93	338,453.20		6,634,890.86
	20	10/1/2022	296,294.00	42,159.20	338,453.20	676,906.40	6,338,596.86
2023	21	4/1/2023	298,396.79	40,056.41	338,453.20		6,040,200.07
	22	10/1/2023	300,072.76	38,380.44	338,453.20	676,906.40	5,740,127.31
2024	23	4/1/2024	301,979.47	36,473.73	338,453.20		5,438,147.84
	24	10/1/2024	303,898.30	34,554.90	338,453.20	676,906.39	5,134,249.54
2025	25	4/1/2025	306,007.60	32,445.60	338,453.20		4,828,241.94
	26	10/1/2025	307,773.75	30,679.45	338,453.20	676,906.41	4,520,468.19
2026	27	4/1/2026	309,886.35	28,566.85	338,453.20		4,210,581.84
	28	10/1/2026	311,698.46	26,754.74	338,453.20	676,906.40	3,898,883.38
2027	29	4/1/2027	313,814.42	24,638.78	338,453.20		3,585,068.96
	30	10/1/2027	315,673.07	22,780.13	338,453.20	676,906.39	3,269,395.89
2028	31	4/1/2028	317,678.91	20,774.29	338,453.20		2,951,716.98
	32	10/1/2028	319,697.50	18,755.70	338,453.20	676,906.40	2,632,019.48
2029	33	4/1/2029	321,820.30	16,632.90	338,453.20		2,310,199.18
	34	10/1/2029	323,773.81	14,679.39	338,453.20	676,906.40	1,986,425.37
2030	35	4/1/2030	325,900.10	12,553.10	338,453.20		1,660,525.27
	36	10/1/2030	327,901.95	10,551.25	338,453.20	676,906.41	1,332,623.32
2031	37	4/1/2031	330,031.76	8,421.44	338,453.20		1,002,591.56
	38	10/1/2031	332,082.57	6,370.63	338,453.20	676,906.40	670,508.99
2032	39	4/1/2032	334,192.67	4,260.53	338,453.20		336,316.32
	40	10/1/2032	336,316.32	2,137.01	338,453.33	676,906.53	0.00

EXHIBIT B

**TRANSFER AGREEMENT
FOR THE TRANSFER AND ASSIGNMENT OF A CERTAIN EASEMENT/RIGHT
OF WAY AND SEWER LINE PURSUANT TO AN INTERGOVERNMENTAL
AGREEMENT**

THIS AGREEMENT is made and entered into this 28th day of February 2023, by and between the VILLAGE OF SHOREWOOD, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as "Shorewood") and the CITY OF JOLIET, an Illinois municipal corporation and home rule unit of local government (hereinafter referred to as "Joliet").

WITNESSETH

WHEREAS, Shorewood is the owner of a gravity sewer main (the "Lasser Sewer"), which was designed to solely convey sanitary flows from Shorewood's Mound Road Lift Station to Joliet's Rock Run Interceptor, and a portion of right of way/easement in which the Lasser Sewer is located as described in Exhibit "A"; and

WHEREAS, Shorewood and Joliet entered into an Amended and Restated Intergovernmental Agreement Between the City of Joliet and the Village of Shorewood for Wastewater Treatment Services (the "IGA") dated September 13, 2011, a copy of which is attached hereto as Exhibit "B", which in part addresses the transfer of the Lasser Sewer and right of way/easement to Joliet; and

WHEREAS, pursuant to the terms of the IGA and at the request of Joliet, Shorewood shall transfer to Joliet all right, title and interest Shorewood has in and to the Lasser Sewer and the right of way/easement in which it is located; and

WHEREAS, Joliet has requested that Shorewood transfer the Lasser Sewer and the right of way/easement as set forth in this Agreement; and

WHEREAS, Joliet has relocated a portion of the Lasser Sewer to accommodate a private developer; and

WHEREAS, upon transfer of the Lasser Sewer and the right of way/easement from Shorewood to Joliet, Joliet intends to vacate that portion of the easement upon which the Lasser Sewer was previously located as depicted on Exhibit "C" attached hereto (the "Revised Sewer Plan");

WHEREAS, Shorewood agrees to transfer its ownership of the Lasser Sewer to Joliet subject to the utilization of capacity as set forth in this Agreement; and

WHEREAS, the City has authorized Cullinan Properties (the "Developer") to connect to the Lasser Sewer thereby diminishing the capacity available to Shorewood in that sewer; and

WHEREAS, Joliet has agreed to require the Developer to construct a second sewer as depicted on the Revised Sewer Plan attached hereto (the "Lasser Diversion Sewer") , to divert a portion of Lasser Sewer flows to the Lasser Diversion Sewer such that Shorewood retains a maximum peak sanitary sewer conveyance capacity of 8 million gallons per day (MGD) tributary to the discharge manhole depicted on the Revised Sewer Plan which is the capacity of the original Lasser Sewer (the "Shorewood Capacity"); and

WHEREAS, upon completion of the Lasser Diversion Sewer the Shorewood Capacity will be conveyed to the Joliet Interceptor in the Lasser Sewer and the Lasser Diversion Sewer; and

WHEREAS, Joliet has agreed to enter into discussions with Shorewood regarding whether Joliet can make additional capacity available to Shorewood at the Joliet Westside Treatment Plant, including the terms and conditions upon which Shorewood would purchase additional capacity at the Joliet Westside Treatment Plant; and

WHEREAS, Joliet and Shorewood have agreed to enter into discussions as to Shorewood's potential purchase of capacity at the Joliet Aux Sable Treatment Plant; and

WHEREAS, Joliet has agreed to obtain a public utility easement for sanitary sewer purposes in the area depicted on the Revised Sewer Plan to be utilized by Shorewood for construction of the "Additional Lasser Sewer" (the "Sewer Easement") as such term is defined in the IGA in lieu of constructing the Additional Lasser Sewer parallel to the Lasser Sewer as contemplated in the IGA; and

WHEREAS, Shorewood and Joliet are authorized by the *Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.) and their authority as home rule units of government to enter into agreements with each other regarding matters of mutual concern, including but not limited to the transfer of interests in real property and other matters set forth herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY THE PARTIES, BE IT AGREED AS FOLLOWS:

1. The foregoing recitals constitute an expression of the intent of the Parties regarding the formation of this Agreement and are hereby incorporated herein by reference. Similarly, any exhibit attached hereto and referred to herein as an exhibit shall be incorporated herein by reference as if fully set forth and repeated.

2. Notwithstanding that Shorewood conveys the Lasser Sewer to Joliet, pursuant to Section 3 below, Shorewood retains the right to the Shorewood Capacity in the Lasser Sewer and the Lasser Diversion Sewer combined. The Lasser Diversion Sewer shall be constructed, operational and able to provide, in conjunction with the Lasser Sewer, the entire Shorewood Capacity by December 31, 2025.

Joliet and Shorewood shall enter into discussions with respect to providing an option to

Shorewood to purchase additional wastewater treatment capacity at the Joliet Westside Wastewater Treatment Plant and the Aux Sable Wastewater Plant. In the event that Shorewood and Joliet agree to Shorewood's purchase of additional capacity at the Westside Wastewater Plant, Shorewood shall be permitted to transmit that capacity via a connection to the Joliet Interceptor at or near the eastern terminus of the Sewer Easement.

4. Concurrent with the execution of this Agreement, Shorewood shall release the Easement of the Lasser Sewer. The Release shall be in the form of Exhibit D attached hereto.

5. Within 10 (ten) days of the execution of this Agreement, Shorewood shall:

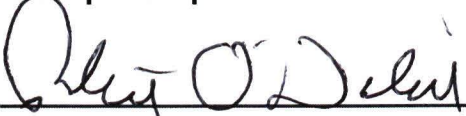
- i. Convey its interest in the Lasser Sewer Easement to Joliet in a form provided by Joliet; and
- ii. Provide a Bill of Sale to Joliet conveying Shorewood's right, title and interest in the Lasser Sewer to Joliet while retaining Shorewood right to capacity within the Lasser Sewer as set forth in this Agreement. The "Bill of Sale" shall be substantially in the form of Exhibit E attached hereto.

6. Upon Shorewood fulfilling its obligations as set forth in Sections 4 and 5, Joliet shall require the Developer to provide a 20' Sewer Easement to be used by Shorewood and Joliet for no other than sanitary sewer purposes. Said easement may be utilized by Shorewood for construction and use of the Additional Lasser Sewer, and by the City for construction and use of that portion of the Lasser Diversion Sewer shown on Exhibit C and crosshatched. The easement shall be conveyed to Joliet by December 31, 2023. The Sewer Easement shall be in the area depicted as Sewer Easement on the Revised Sewer Plan.

7. All remaining terms and provisions of the Intergovernmental Agreement dated September 13, 2011 shall remain in full force and effect. In the event of a conflict between that Intergovernmental Agreement and this Transfer Agreement, this Transfer Agreement shall control.

IN WITNESS WHEREOF, the duly authorized representatives of the Village of Shorewood and the City of Joliet have hereunto set their hands and seals on the date hereinabove first written.

**CITY OF JOLIET,
a municipal corporation**

By: 

**VILLAGE OF SHOREWOOD,
a municipal corporation**

By: 

Attest: Christina Desiderio Attest: Lona Jakubowski

Exhibit "A"

LEGAL DESCRIPTION

THE NORTH 20 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN LIS PENDENS NOTICE RECORDED AS DOCUMENT NO. 2004-229312 SAID EAST LINE ALSO BEING THE EAST RIGHT-OF-WAY OF FAI ROUTE 55, PER DOCUMENT NO. 784006, ALL IN WILL COUNTY, ILLINOIS.

Exhibit "B"

IGA

Amended and Restated Intergovernmental Agreement Between the City of Joliet
and the Village of Shorewood for Wastewater Treatment Services

**AN AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET AND
THE VILLAGE OF SHOREWOOD FOR WASTEWATER TREATMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT, is made and entered into this 13 day of September, 2011, by and between the **CITY OF JOLIET**, an Illinois municipal corporation and home rule unit of local government (hereinafter referred to as "Joliet"), and the **VILLAGE OF SHOREWOOD** an Illinois municipal corporation (hereinafter known as "Shorewood").

WITNESSETH

WHEREAS, Joliet is the owner and operator of wastewater treatment and trunk line facilities in and around the City of Joliet, Illinois, and has capacity available as herein set forth to provide treatment for a portion of Shorewood's wastewater at the Joliet West Side Wastewater Treatment Plant; and

WHEREAS, Shorewood desires wastewater service from Joliet to treat the wastewater collected within portions of the corporate limits of Shorewood by Shorewood's collection system; and

WHEREAS, on February 28, 1990 the Shorewood and Joliet entered into an intergovernmental agreement entitled "*Agreement Between the City of Joliet and the Village of Shorewood for Wastewater Treatment Services*" (the "1990 Agreement"); and

WHEREAS, the 1990 Agreement was amended on May 20, 1991 (the "1991 Amendment"); and

WHEREAS, the 1990 Agreement was again amended on August 4, 1992 (the "1992 Amendment"); and

;

WHEREAS, on May 5, 2003 Joliet and Shorewood entered into a certain intergovernmental agreement dealing with the construction of additional treatment capacity at the Joliet West Side Wastewater Treatment Plant (the "2003 Agreement"); and

WHEREAS, on February 21, 2006 Joliet and Shorewood entered into an amendment to the 2003 Agreement (the "2006 Amendment"); and

WHEREAS, Joliet and Shorewood now desire to further amend and restate the 1990 Agreement to include as applicable the 1991 Amendment, the 1992 Amendment, the 2003 Agreement and the 2006 Amendment; and

WHEREAS, the 1990 Agreement, the 1991 Amendment, the 1992 Amendment, the 2003 Agreement and the 2006 Amendment are collectively referred to as the "Prior Agreements"; and

NOW, THEREFORE, in consideration of foregoing premises and mutual promises, agreements and covenants hereinafter made, it is mutually agreed, between Joliet and Shorewood as follows:

I. **DEFINITIONS**

All words, unless otherwise specified herein shall be defined as in the Code of Ordinances of Joliet as in effect on the date of this Agreement or as hereinafter amended.

II. **JOLIET TO PROVIDE WASTEWATER TREATMENT SERVICES**

(a) **Provision of Treatment Services**

Shorewood agrees to transmit, and Joliet agrees to treat, subject to the capacity

limits and other terms and conditions set forth in this Agreement, all wastewater originating in that portion of the Joliet Facilities Planning Area located within the corporate limits of Shorewood (the "Shorewood Service Area").

The foregoing notwithstanding, Joliet will only be required to accept wastewater from the Shorewood Service Area that meets the requirements of Joliet, State or Federal regulations for use of Joliet sewers.

(b) Extraterritorial Service

Joliet and Shorewood shall each limit sewer service west of Interstate 55 to land located within their respective corporate limits. Joliet shall not be required to provide service within the Shorewood Service Area to any territory that is not located within the corporate limits of Shorewood. Joliet's obligation to provide wastewater treatment services is wholly subject to Shorewood's compliance with this Agreement.

The flow from the "Phelps" parcel as was described in Exhibit 1 to the 1990 Agreement shall be considered a part of Shorewood's total permitted flow to Joliet.

(c) Responsibility to Prevent Improper Discharges into Joliet's System

Shorewood shall effectively prohibit and exclude from that portion of its sanitary sewer system tributary to Joliet the following: (1) any wastes which may directly or indirectly impair the structural durability of the Joliet conveyance system, or its hydraulic functions; (2) wastes which may have deleterious effect on the Joliet wastewater treatment plant structures or processes; (3) wastes whose pollutional effects are not effectively altered by ordinary treatment processes and whose presence in the receiving stream would violate State or Federal water quality standards; (4) wastes whose presence in the sewers would create a hazard to public health and safety; (5) wastes

which are prohibited by any State or Federal statute, rule or regulation; and (6) wastes from property located outside the corporate limits of Shorewood.

As to the Shorewood Service Area, Shorewood shall be subject to the same ordinances and regulations regarding unacceptable waste discharges as Joliet now imposes, or may in the future impose, upon the users of the Joliet sewer system, and it shall not be a Shorewood defense to any legal action by Joliet against Shorewood that any of the aforementioned materials were introduced into its system by a third party or parties without Shorewood's knowledge or consent. Shorewood alone shall be liable to Joliet for any surcharges for unacceptable waste discharges from Shorewood's system into Joliet's system. The Rules and Regulations of service established by Shorewood shall contain the same provisions regarding unacceptable discharge as Joliet now imposes or may, in the future, impose upon the users of Joliet's system, and shall provide that Shorewood shall impose a surcharge upon the users of Shorewood's system regarding unacceptable waste discharged into Shorewood's system.

Joliet agrees to notify Shorewood in writing, of any proposed ordinances or regulations which would change, alter or amend the current Joliet ordinances and regulations regarding unacceptable waste discharges so as to enable and permit Shorewood to be heard by the Joliet administration and/or City Council before the adoption of any such ordinances or regulations. Joliet shall be required to notify Shorewood as soon as possible after any such proposals are formulated and in no event at least 15 days before any hearings to be conducted on such proposals before the City Council.

(d) Testing

Joliet shall be authorized to inspect, monitor, sample and test all industrial sewer users within the Shorewood Service Area and also at Shorewood's wet well at its Pumping Stations. Joliet shall notify Shorewood of all sampling and testing conducted at the Pumping Station pursuant to this paragraph sufficiently in advance to permit representatives of Shorewood to be present at the time such sample or testing is conducted. Joliet shall test the quality of sewage by collecting 24 hour composite samples or grab samples which shall be taken from the Shorewood's wet well and from all industrial sewer users in Shorewood. These samples may be analyzed by Joliet with copies of the analyses sent to Shorewood. Analyses shall be performed at a frequency of once a month unless determined by the Joliet Director of Public Utilities to be needed more frequently because of the risk that the sewage delivered to Joliet by Shorewood is likely to violate relevant ordinances and regulations of Joliet. If analyzed by Joliet, Shorewood shall pay the following charges to Joliet for analyses each time performed:

Sampling Charge	actual cost
B.O.D. Analysis	actual cost
Suspended Solids Analysis	actual cost
pH Determination	actual cost
All Other Tests	actual cost

Should any analysis show that any of Shorewood's discharges or industrial discharges into the Joliet System are in non-compliance with any Joliet, State or Federal regulations dealing with pollutant or contaminant levels, Shorewood shall

immediately upon written notice from Joliet take all steps necessary to re-establish compliance. Such notice shall not preclude any other remedy to secure compliance available to Joliet under this Agreement, or in law or at equity.

(e) Establishing Base Line Application

Shorewood agrees that prior to accepting wastewater to be treated by Joliet from any discharger that would exceed 50,000 gallons per day or from any user that would discharge non-compatible pollutants or be classified as industry, Shorewood will advise Joliet so that Joliet may obtain a base line application for the proposed user. This base line application will be used for determining the impact of the proposed user on the system, the pretreatment necessary, if any, and for establishing the criteria for the discharge permit that Joliet is required to issue to any industrial discharger. Users of the Shorewood system at the time of connection must provide the base line report, install the necessary pretreatment and demonstrate compliance with Joliet's requirements prior to Shorewood's discharging that new user's wastewater to the Joliet system.

III. INTERCONNECTION FACILITIES

(a) Pumping Stations

Shorewood has constructed a sewage pumping station, force main, gravity sewer and meter station to connect Shorewood's system to Joliet's system (the "Seil Road Pumping Station"). The Seil Road Pumping Station is the property of Shorewood and Shorewood shall be responsible for the operation and maintenance thereof.

Shorewood has also constructed an additional sewage pumping station, force main, gravity sewer and meter station to connect Shorewood's system to the Joliet

system (the "Mound Road Pumping Station"). The Mound Road Pumping Station is the property of Shorewood and Shorewood shall be responsible for the operation and maintenance thereof.

The Mound Road Pumping Station is connected to the Joliet system by an existing gravity sewer main currently owned, operated and maintained by Shorewood located between the east line of Interstate 55 and the Rock Run Interceptor, approximately one third mile north of Interstate 80 (the "Lasser Sewer"). Shorewood shall transfer to Joliet all right, title and interest Shorewood may have in and to the Lasser Sewer and the right of way in which it is located. Provided, however, Shorewood shall retain the right to construct another sanitary sewer line parallel to the Lasser Sewer within the Lasser Sewer easement/right-of-way (the "Additional Lasser Sewer"). The Additional Lasser Sewer shall be permitted to connect to the City's Rock Run Interceptor at the location specified in Exhibit "A". The Additional Lasser Sewer shall be transferred by Shorewood to Joliet in accordance with the procedures set forth in this sub-paragraph for the Lasser Sewer. Such transfers shall be made free and clear of any encumbrances, lien or other adverse claim of right. The transfers required by this sub-paragraph shall be made within thirty (30) days of Joliet's written request.

Joliet and Shorewood recognize that Joliet shall have the right to modify or relocate the Lasser Sewer and the Additional Lasser Sewer at Joliet's sole cost and expense, provided such modification or relocation shall not cause an interruption or degradation in service to Shorewood.

Shorewood hereby releases Joliet from any responsibility or liability in connection with the relocation and modification of the sewer line and related equipment and

appurtenances known in the Prior Agreements as the Additional Rock Run Interceptor on account of the elevation of the Interstate 55/Illinois Route 59 interchange.

(b) Connection Points

The connection points to the Joliet System shall be:

- (1) At manhole No. 1-41 on the Rock Run Interceptor (County Farm Road);
- (2) At manhole No. 1-23 on the Rock Run Interceptor (I-80);
- (3) The Black Road Pumping Station;
- (4) At the first sanitary sewer manhole north of US Route 52 lying approximately 260 feet west of the west line of the east half of the southeast quarter of Section 10 in Township 35 North in Range 9 East;
- (5) At the first manhole north of the intersection of Deer Run Trail and the existing I-55 Frontage Road;
- (6) At the private service connection for the former Amoco Service Station;
- (7) At manhole No. 1-__ on the Rock Run Interceptor (Lasser Sewer).
- (8) At the location specified in Exhibit "A" for the Additional Lasser Sewer

Except as otherwise stated in this Agreement, Joliet acknowledges receipt of the connection charges for each of these connection points for the treatment capacities specified in the Prior Agreements. No other connection points or additional treatment capacity shall be allowed without approval from Joliet. The parties acknowledge that in the event Shorewood purchases capacity at the Aux Sable Wastewater Treatment Plant as hereafter provided that a connection point will be required to facilitate the capacity.

IV. MEASUREMENT OF SHOREWOOD'S WASTEWATER FLOW

(a) Metering Devices

To measure the volume of wastewater discharged from the sanitary sewer system of Shorewood into the sewer system of Joliet, accurate metering devices acceptable to Joliet shall be provided and maintained by Shorewood at all operational Pumping Stations.

These metering devices shall be equipped with remote registering and recording mechanisms which indicate the rate of flow and which measure and totalize the quantity of wastewater passing through the meter.

(b) Shorewood's Expense for Construction and Maintenance

These sewage metering devices shall be provided and maintained or replaced by Shorewood at its expense.

(c) Joliet Approval of Placement and Construction

The type and location of the sewage meters and all plans and specifications and details pertinent thereto shall be subject to the written approval of Joliet. Joliet shall not unreasonably withhold its approval.

(d) Reading and Recording

The reading and recording of results of the metering devices shall be done by Joliet and Shorewood.

(e) Shorewood Maintenance Responsibility

Shorewood shall continuously maintain and operate the metering devices and cause same to be promptly repaired or replaced at its sole expense. In addition, Shorewood shall repair or replace the metering devices upon written notice from Joliet.

(f) Annual Testing

The sewage metering devices used to measure the volume of wastewater

discharged from the sanitary sewer system of Shorewood into the sewer system of Joliet shall be tested for accuracy by a third party qualified or certified by the manufacturer of said device no less frequently than annually at Shorewood's expense. Shorewood shall supply copies of test results to Joliet prior to each annual anniversary date of this Agreement.

(g) Access, Testing and Calibration

(1) Either party shall have the right of access to the metering devices and recording instruments for the purpose of making accuracy or calibration tests. Such tests shall be made only after giving the other party five (5) days prior written notice of the time and place that the tests are to be performed.

(2) If tests indicate that a metering device has not properly measured the volume of sewage through the meter, a reasonable adjustment of the measured sewage flow and past billings shall be made by Joliet by comparing the metered daily average flow to the annual average daily flow and the average daily flow for the same time period in the previous year. The flow to be billed shall be adjusted to the greater of the annual average flow and the flow for the previous period. The billings shall be adjusted for the time periods as follows:

(a) If the daily meter readings indicate a sudden failure of the meter to accurately measure the flow, that is, an identifiable increase or decrease in average daily measurements, flows shall be adjusted for the time period from the date of the failure until the date the repairs are completed.

(b) If no identifiable failure time can be established, flows shall be adjusted for a period beginning thirty (30) days prior to the annual testing or of either

party giving notice of the need for metering adjustments and ending with the date repairs are completed.

V. CHARGES, RATES, NOTICE AND PAYMENT

(a) Charges (Other Than Connection Charges)

(1) Shorewood shall pay to Joliet a Monthly Sewer Service User Charge based on Shorewood's metered water sales to customers in the Shorewood Service Area plus fourteen hundred cubic feet (14 HCF) for each residential sewer-only user. All non-residential users shall be metered. The sewer service user charge shall be calculated by multiplying the total of the metered water sales to customers plus the usage for sewer-only customers by the then current Joliet sewer-use rate for customers outside the city limits of Joliet. This sewer-use rate shall be calculated by adding the sewer-use rate for customers inside the City of Joliet to the additional rate for sewage usage for users outside the City.

(2) In the event that the total quantity of sewage transmitted to the Joliet system, as measured by the sewage metering devices at the Seil Road Pumping Station, the Mound Road Pumping Station and any other metering devices the parties may hereafter install, in any month exceeds a monthly peak factor times the average of the monthly quantities measured by the sewage metering device for the preceding six months, the Monthly Sewer Service User Charge shall be increased. The increase in the Monthly Sewer Service User Charge shall be based on the quantity calculated as the difference between the monthly measured flow less the product of a monthly peak factor of 1.5 multiplied by the average flow for the preceding six months. The increase in the sewer charge shall be calculated by multiplying the quantity by the current sewer-

use rate for customers outside the corporate limits of Joliet.

(3) An additional rate for sewage usage for users outside the City of Joliet, which currently is \$0.05 per hundred cubic feet, shall be applicable to Shorewood and shall be calculated by operation of the following formula:

$$Rs = (Cgos + Igos/s + Pssa) \times .0132$$

Where:

Rs is the additional rate for wastewater collection and treatment in dollars per hundred cubic feet;

Cgos is the cost of wastewater facilities improvements constructed with General Obligation Bonds in dollars;

Igos is the cost of the interest on the General Obligation Bonds in dollars;

Pssa is the cost of the Public Benefit portion of special assessments or special taxes for the construction of wastewater facilities;

S is the estimated monthly quantity of wastewater treated in hundred cubic; and

.0132 is the Capital Recovery factor to allow payment at 10% interest over a 10 year period.

This rate shall be calculated annually in October by the Director of Public Utilities of Joliet. Any change in the rate as a result of the annual calculations shall become effective January 1st of the year following the calculation. The Director of Public Utilities shall notify Shorewood in writing no less than sixty (60) days prior to the effective date of any change in the rate charged to Shorewood.

In addition, Shorewood shall pay to Joliet a monthly charge equal to the charge calculated for industrial waste surcharges in accordance with Joliet's then current

industrial waste surcharge ordinance for those individual customers of Shorewood's sewer system, including customers on the Village system, which produce effluents in excess of limits stated in said ordinance.

In addition to the foregoing charges, Shorewood shall pay an annual maintenance fee computed by multiplying (1) the amount of sewage treatment capacity Joliet has agreed to provide to Shorewood under this Agreement, less the sum of the twelve month average annual sewage flow measured at the operational pumping stations, multiplied by (2) \$0.02 per gallon. The charge shall be calculated as of each January 1 based on sewage flows from Shorewood in the previous year. One twelfth of such charge shall be paid each month. The \$0.02 per gallon rate shall be adjusted annually by the percentage of salary increase granted to employees of Joliet who work at the Joliet wastewater treatment facilities.

(b) Notice

Joliet agrees to immediately notify, in writing, Shorewood and the offending industrial user as soon as it becomes aware of any violation of discharge standards or any condition which may result in the imposition of the surcharge called for in this Agreement so as to enable Shorewood and/or the industrial user to take corrective action to eliminate said violation or condition. Said written notice shall include a copy of any and all test results and/or written reports concerning said violations.

Joliet, at the time of billing Shorewood for any surcharge, shall provide Shorewood with copies of all test results and data as to each individual industrial user along with the calculations in support of the surcharge imposed.

(c) Billing and Payment

Shorewood shall furnish Joliet with a summary of meter readings monthly. Said readings shall be furnished during the first ten (10) days of each month for service the preceding month. Joliet shall bill Shorewood within 5 days of the receipt of that summary. Shorewood shall pay said bill within 15 days of receipt of the bill from Joliet. Payments or parts thereof not received within 15 days shall be subject to an interest rate charged on the then outstanding balance. The interest rate applied to the outstanding balance shall be the same interest rate as is charged to all customers of the Joliet utility system and may be subject to change from time to time. Further, it shall be the duty of Shorewood to notify Joliet of any bill that has not been received within 15 days of providing readings to Joliet. All records of both Joliet and Shorewood shall be made available to either party, the Federal or the State governments at all times upon written request. Shorewood agrees to accept a modification of this billing schedule if Joliet modifies the schedule for its customers in the future and said modifications are reasonable.

(d) Compliance With Laws Regarding User Charges

Each party hereto agrees to comply with all applicable Federal and State statutes and regulations pertaining to the imposition of fair and equitable user charges covering the cost of construction and for the operation and maintenance of the system. In the event there are no Federal or State statutes or regulations pertaining to equitable user charges, then Joliet and Shorewood agree that such user charge shall not be arbitrary and capricious.

VI. TREATMENT CAPACITY

(a) Acknowledgement of Prior Purchases of Wastewater Treatment Capacity

The parties acknowledge that Shorewood has previously purchased and paid for two million eighty thousand (2,080,000) gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant, as measured by the average of 12 monthly average flows from the Seil Road Pumping Station, the Mound Road Pumping Station, the Black Road Pumping Station and any other interconnections that may hereafter be installed, if any.

Shorewood acknowledges that Shorewood's existing wastewater flow transmitted to the Black Road Pumping Station will be diverted by Joliet to its Aux Sable Wastewater treatment Plant. Nevertheless, for the purposes of this Agreement, this diverted flow shall be considered as part of the 2,080,000 gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant previously purchased by Shorewood.

(b) Purchase of Additional Wastewater Treatment Capacity

Subject to the terms and conditions of this Agreement, and in addition to the two million eighty thousand (2,080,000) gallons of wastewater treatment capacity currently provided to Shorewood by Joliet pursuant to the Prior Agreements, Joliet hereby sells to Shorewood, and Shorewood hereby purchases from Joliet, an additional two million (2,000,000) gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant.

The connection fee for this additional capacity at the West Side Wastewater Treatment Plant is Twelve Million Dollars (\$12,000,000). Shorewood shall pay this

connection fee to Joliet in forty (40) consecutive equal semi-annual installments payable on January 1 and July 1 of each year. The first semi-annual installment payment shall be due January 1, 2012. Interest on the unpaid balance shall begin to accrue on January 1, 2012 and shall run until the connection fee is paid in full. The rate and manner of interest shall be the same as the rate and manner of interest charged to the City by the Illinois Environmental Protection Agency (IEPA) in connection with the City's construction of the Black Road Force Main between the Black Road Pumping Station and the Aux Sable Wastewater Treatment Plant. The payments shall be in conformance with the Amortization Schedule attached as Exhibit "B".

The connection fee shall be due and payable to Joliet whether or not Shorewood actually uses the additional capacity purchased pursuant to this Paragraph.

(c) Future Requests for Additional Treatment Capacity

In the event that Shorewood requests additional capacity at the Joliet West Side Wastewater Treatment Plant, or if Shorewood requests capacity at the Aux Sable Wastewater Treatment Plant, then and in that event only, within forty-five (45) days, Joliet shall determine in a fair and equitable manner if existing capacity is available for Shorewood or if additional capacity must be constructed. Joliet shall advise Shorewood of the amount of existing capacity available or to be constructed after first recognizing Joliet's needs to properly service other users both within and without its corporate limits and also recognizing Shorewood's needs to properly service other users. Joliet and Shorewood must both be able to adequately substantiate its capacity requirements.

Joliet shall determine in writing if existing capacity is available or if additional

construction is required to provide additional capacity to Shorewood. This determination shall be made on the following basis:

(1) Existing sewer capacity shall be determined to be available for Shorewood at the Joliet West Side Wastewater Treatment Plant if projections at the current rate of growth for new connections indicates that the existing and projected rate of all flows to the Joliet West Side Wastewater Treatment Plant will not exceed 8.5 million gallons per day within the next 24 months. There is no existing capacity for Shorewood's wastewater at the City's Aux Sable wastewater treatment facility.

(2) New construction shall be determined to be necessary to provide additional capacity to Shorewood if Shorewood's wastewater is to be transmitted to the City's Aux Sable Wastewater treatment facility or if the existing and projected rate of all flows to the Joliet West Side Wastewater Treatment Plant will exceed 8.5 million gallons per day within the next 24 months. The cost of providing additional capacity to Shorewood shall be at Shorewood's sole cost and expense.

Joliet shall also advise Shorewood of the proposed connection fees for granting the additional capacity requested by Shorewood.

The notice by Shorewood to Joliet shall be sent within thirty (30) days of the aforementioned event occurring and Joliet shall respond to Shorewood within sixty (60) days after receipt of notice. The charge for the additional capacity shall be a fair, reasonable and equitable apportionment of Joliet's prior capital costs related to sewage treatment and collection (to the extent Shorewood's request would utilize Joliet's collection system) less grant reimbursements, or Joliet's actual capital construction costs related to sewage treatment and collection (to the extent Shorewood's request

would utilize Joliet's collection system) less grant reimbursements; whichever is applicable.

In the event that the amount of future grant reimbursements cannot be ascertained at the time of purchase by Shorewood of additional capacity from Joliet, then in that event, Joliet agrees to reimburse Shorewood for the proportionate share of the grant due Shorewood at such time as the amount of future grant reimbursements are ascertained. The proportionate share shall be defined as Shorewood's capacity purchased from Joliet as compared to the total of Joliet's construction necessary to serve Shorewood.

(d) Expansion of Joliet Facilities Planning Area

(1) Joliet agrees to expand the Joliet Facilities Planning Area to provide for the growth of the Shorewood Wastewater Collection System within the corporate limits of Shorewood, provided such expansion does not violate any intergovernmental boundary line agreement entered into by Joliet or Shorewood with each other or with other units of government. If Shorewood desires to expand the Shorewood Wastewater Collection System in accordance with the terms of this agreement to an area outside the Joliet Facilities Planning Area, Shorewood shall prepare the necessary application to demonstrate that the required planning criteria are met and forward the application to Joliet. After review and comment related to the planning criteria, Joliet and Shorewood shall jointly apply to the Illinois Environmental Protection Agency for expansion of the Joliet Facilities Planning Area. Shorewood shall pay necessary engineering and legal fees for the effort necessary to attend meetings, attend hearings and file the necessary documentation to obtain approval of the

expansion.

(2) At no time during the term of this agreement shall Shorewood apply for a separate Facilities Planning Area or construct a wastewater treatment facility to service those areas which are contained within Joliet Facilities Planning Area. If Shorewood expands its corporate limits into other areas during the term of this agreement, Shorewood is authorized to apply for a Shorewood Facilities Planning Area and a treatment facility.

(e) Rules and Regulations of Shorewood

With regard to those areas of Shorewood whose sewerage is being treated by Joliet:

(1) Shorewood shall require a condition of service, that the construction, materials and method of construction for all sewer and house connections be inspected to minimize future problems and infiltration.

(2) Shorewood shall adopt and enforce Rules and Regulations that will effectively prohibit the future introduction of surface or ground water or solid or hazardous waste into the sewer system and shall exercise its best efforts to construct a system that will not permit unreasonable infiltration into the sewer lines.

(3) Shorewood shall adopt and enforce Rules and Regulations required to comply with Paragraph III(c) hereof as it pertains to ordinances and regulations of Joliet regarding unacceptable waste discharges.

(4) All of the above Rules and Regulations shall be effective on or before the date Joliet begins to provide service to Shorewood under this Agreement.

(f) *Use of Gravity Sewer Constructed East of Interstate 55.*

The gravity sewer constructed east of Rock Run Drive pursuant to the Prior Agreements shall be allocated for use as follows:

(1) Joliet has paid \$2,000 to Shorewood for 100,000 gallons per day of capacity in the gravity sewer. The plans for connections shall be made available to Shorewood for review and comment and Shorewood shall have the right to inspect connections made by Joliet.

(2) Shorewood shall retain all capacity except for the increment allocated to Joliet.

VII. USE OF RIGHT OF WAY

In addition to any other right or entitlement either party may have or hereafter acquire, each party agrees to grant the other party the reasonable use of its public rights of way for the construction, operation and maintenance of its respective public utility systems. There shall be no fee or other charge imposed for the use of such rights of way. Provided, however, that a party using a right of way of the other party shall promptly reimburse such other party for its actual out of pocket expenses incurred in the review of a request to use the right of way. A party using the right of way of the other party shall comply with reasonable permit conditions established to protect, repair and restore the right of way and its appurtenances. A party using the right of way of the other party shall defend and indemnify the other party from and against any claim asserted by a third party in connection with said party's use of the right of way.

Shorewood hereby grants and permits Joliet the use of Shorewood's Black Road

right of way for the construction, operation and maintenance of a force main between Joliet's Black Road Pumping Station and the Aux Sable Wastewater Treatment Plant in accordance with the plans and specifications prepared by Clark Dietz, Inc. and dated December, 2010. Joliet shall coordinate traffic issues with Shorewood. Joliet shall restore that portion of Black Road disturbed by Joliet's use of Black Road for construction of said force main as soon as practicable.

VIII. SHOREWOOD'S INABILITY TO MEET FINANCIAL OBLIGATION

If Shorewood is in default in any payment to be made hereunder and it reasonably appears to Joliet that Shorewood is unable to meet its financial obligations under this Agreement or if Shorewood's discharge to Joliet is in noncompliance with any Joliet, State or Federal regulations dealing with pollutant or contaminant levels, Shorewood agrees that Joliet may exercise one or more of the following options:

(a) Upon sixty (60) days written notice thereof, Joliet may terminate its services to Shorewood without further notice; provided, however, that such termination complies with all local State and Federal laws and regulations pertaining thereto; and provided further, that services to Shorewood shall not be terminated if, prior to expiration of sixty (60) days from the written notice from Joliet, Shorewood has met its financial obligations under this Agreement or has made arrangements satisfactory to Joliet to meet such obligations, or in the case of non-compliance with discharge limitations, has brought its discharges into compliance with Joliet, State or Federal regulations dealing with pollutant or contaminant levels.

(b) If any payment remains unpaid for a period of sixty (60) days after receipt of written notice by Shorewood from Joliet, Joliet may take over all aspects of the

operation of the Shorewood system tributary to the Joliet wastewater system (including customer billing), if any, and deal directly with the users and accept their payments until such time as all amounts in default are paid. In such event, and in addition to any other right or claim Joliet may have under law against Shorewood or its customers in the Shorewood Service Area, Joliet shall also be authorized to claim, record and enforce liens against those real properties in the Shorewood Service Area with delinquent bills in accordance with applicable law.

(c) If any noncompliance continues for a period of sixty (60) days after receipt of written notice by Shorewood from Joliet and action to correct has not been implemented, Joliet may take over all aspects of the operation of the Shorewood system tributary to Joliet's wastewater system. Further, if the noncompliance continues for a period of 180 days after receipt of written notice by Shorewood from Joliet, Joliet may take over all aspects of the operation of the Shorewood system tributary to Joliet's wastewater system. Operation of the Shorewood system shall include customer billing. Joliet is authorized to deal directly with the users and accept their payments until such time as the cost to comply is paid and compliance is established.

(d) The parties may pursue any other remedies available to them at law or in equity.

(e) In order to maintain a continuity of service, Shorewood shall have the right to make any payment of a disputed fee "under protest" which payment shall be subject to a refund in the event of a judicial decision in Shorewood's favor.

IX. ENFORCEABILITY

This Agreement shall be enforceable in any court of competent jurisdiction by

any of the parties hereto by an appropriate action at law or equity to secure the performance of the covenants herein contained, including the remedies of injunction, mandatory injunction and specific performance.

X. HOLD HARMLESS

Shorewood shall save, defend and hold Joliet and its agents, officials and employees harmless against any and all claims for damages by third parties, enforcement action by any State or Federal agency, or litigation including therein all costs, settlements, and fines and reasonable attorney fees, as a result of any violations or breaches of this Agreement by Shorewood.

Joliet shall save, defend and hold Shorewood and its agents, officials and employees harmless against any and all claims for damages by third parties, enforcement action by any State or Federal agency or litigation including therein all costs, settlements and fines and reasonable attorney fees, as a result of any violations or breaches of this Agreement by Joliet.

Joliet and Shorewood specifically reserve any claim, privilege, immunity and defense accorded them under law.

XI. NEW INDUSTRIAL USERS

Notwithstanding any other provision herein, Joliet shall have no responsibility to accept industrial waste from new users of the Shorewood's system in any case in which the quality of the proposed industrial waste flows will exceed the limits of any constituents except B.O.D. and Suspended Solids imposed upon other users of the Joliet system.

XII. DISPOSAL OF SYSTEM

With regard to that portion of the Shorewood system tributary to Joliet's wastewater system, Shorewood shall not sell or otherwise dispose of any portion of its system nor subcontract the operation of such system, unless and until Shorewood shall first offer to Joliet the first option to purchase the system at the same price and on the same conditions as any bona fide offer previously made, as the case may be. Shorewood shall notify Joliet in writing within ten (10) days of such offer and Joliet shall have a forty-five (45) day period beginning on the date of receipt of written notice of the previously made written offer to exercise such option. If Joliet fails to exercise its option to purchase Shorewood's system in accordance with the provisions of this Section, and Shorewood sells or otherwise disposes of its sewer system or any portion thereof, be it voluntarily or involuntarily through insolvency, receivership or eminent domain proceedings, then Shorewood shall transfer or convey the system or any portion thereof with the stipulation that the terms of this Agreement shall be binding on the transferee or successor in interest for the remaining term of this Agreement.

For purposes of this Paragraph, the term "System" is limited to and intended to mean that equipment and those structures which have been installed or constructed solely for the purpose of providing wastewater collection and treatment by the City of Joliet. "System" specifically does not include any real estate or interests in any real estate which Shorewood may own, act or control in which such equipment or structures are located.

XIII. TERM OF AGREEMENT

This Agreement will be in effect for a term of forty (40) years from and after the effective date of this Agreement, and thereafter will continue for six (6) successive periods of ten (10) years, unless either party gives written notice to the other party at least two (2) years prior to the end of the initial 40-year term or any singular 10-year period of its' intent to terminate this Agreement or until modified by the parties, in accordance with provisions of this Agreement, subject to applicable Federal and State rules and regulations.

XIV. AMENDMENTS

No amendments to this Agreement shall be effective unless accomplished by written agreement pursuant to proper authority granted by the governing boards of each party to this Agreement.

XV. ASSIGNMENT

Except as hereinbefore provided, it is mutually understood and agreed upon by the parties that neither party shall assign, transfer or convey any right, title or interest in and to this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.

XVI. COOPERATION OF THE PARTIES

Both parties agree to timely perform the provisions hereof and to keep the other informed of a foreseeable problem or dispute deemed likely to arise in the performance hereof.

XVII. TIME IS OF THE ESSENCE

Both Shorewood and Joliet recognize that time is of the essence.

XVIII. RECITALS

The matters contained in the recitals to this Agreement are agreed by the parties to be true and be interpreted as part of the Agreement between the parties.

XIX. AGREEMENT COMPLETE

The foregoing is intended to constitute a full and complete restatement and amendment of the Prior Agreements. There are no oral understandings or agreements not set forth in writing herein.

XX. EFFECTIVE DATE

This Agreement shall take effect on the date hereinabove first written.

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

**CITY OF JOLIET,
a municipal corporation**

By: _____

**Thomas C. Giarrante
Mayor**

**VILLAGE OF SHOREWOOD,
a municipal corporation**

By: _____

**Richard E. Chapman
Village President**

Attest: _____

**Janet K. Traven
City Clerk**

Attest: _____

**Julia A. Russell
Village Clerk**

Shorewood - Joliet Sanitary Sewer Connections

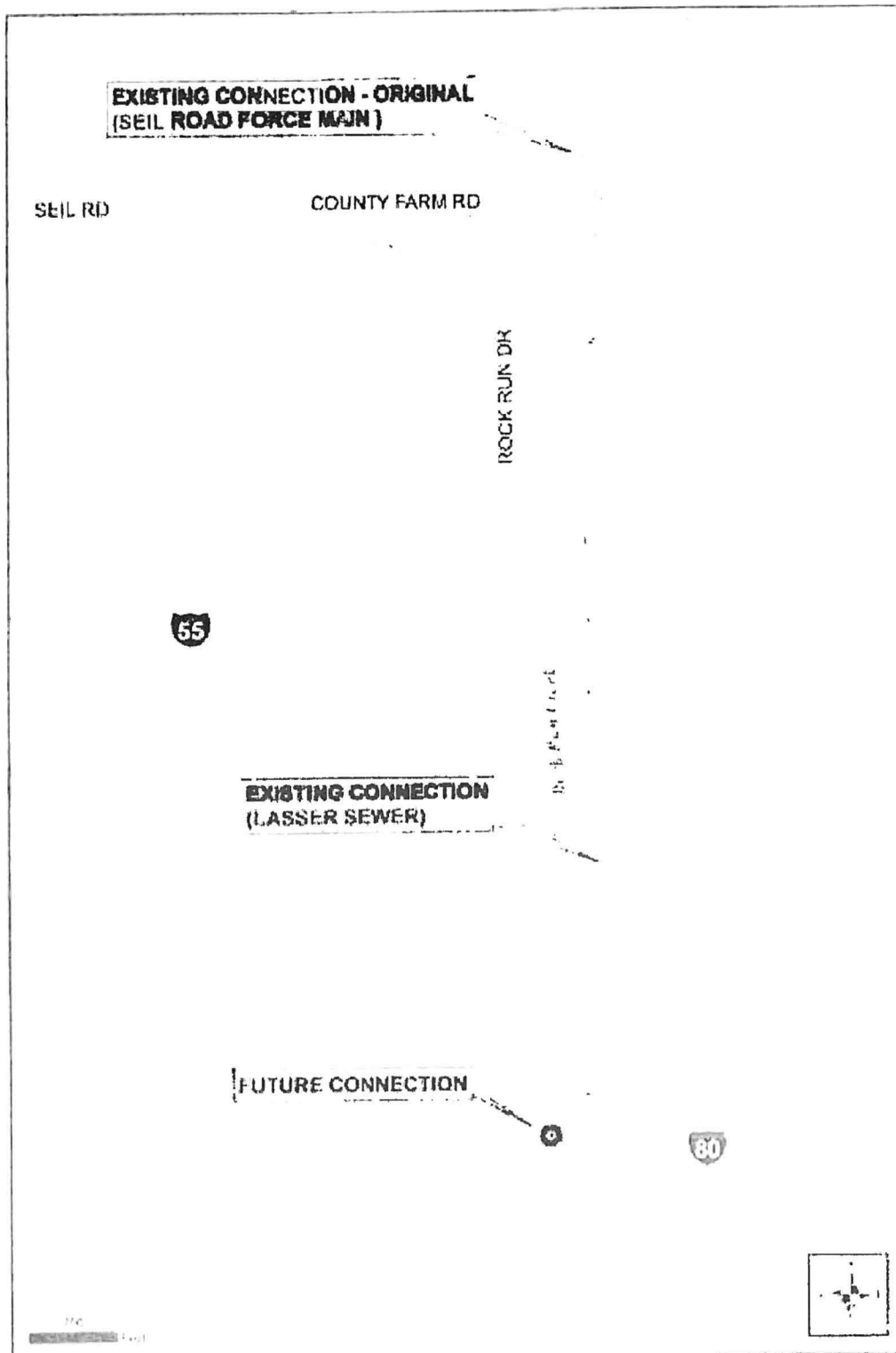


EXHIBIT A

**VILLAGE OF SHOREWOOD - AMORTIZATION SCHEDULE
JOLIET / SHOREWOOD WASTEWATER AGREEMENT**

Fiscal Year	Payment #	Payment Date	Principal	Interest	Debt Serv.	Fiscal Debt Service	Outstanding Debt
Interest Rate : 1.250%							12,000,000.00
2013	1	4/1/2013	338,453.20		338,453.20		11,661,546.80
	2	10/1/2013	264,353.79	74,099.41	338,453.20	676,906.40	11,397,193.01
2014	3	4/1/2014	266,429.27	72,023.93	338,453.20		11,130,763.74
	4	10/1/2014	267,726.47	70,726.73	338,453.20	676,906.40	10,863,037.27
2015	5	4/1/2015	269,804.84	68,648.36	338,453.20		10,593,232.43
	6	10/1/2015	271,142.04	67,311.16	338,453.20	676,906.40	10,322,090.39
2016	7	4/1/2016	272,864.92	65,588.28	338,453.20		10,049,225.47
	8	10/1/2016	274,598.75	63,854.45	338,453.20	676,906.41	9,774,626.72
2017	9	4/1/2017	276,682.99	61,770.21	338,453.20		9,497,943.73
	10	10/1/2017	278,101.68	60,351.52	338,453.20	676,906.40	9,219,842.05
2018	11	4/1/2018	280,188.92	58,264.28	338,453.20		8,939,653.13
	12	10/1/2018	281,649.15	56,804.05	338,453.20	676,906.40	8,658,003.98
2019	13	4/1/2019	283,739.42	54,713.78	338,453.20		8,374,264.56
	14	10/1/2019	285,241.73	53,211.47	338,453.20	676,906.40	8,089,022.83
2020	15	4/1/2020	287,054.20	51,399.00	338,453.20		7,801,968.63
	16	10/1/2020	288,878.19	49,575.01	338,453.20	676,906.40	7,513,090.44
2021	17	4/1/2021	290,974.64	47,478.56	338,453.20		7,222,115.80
	18	10/1/2021	292,562.67	45,890.53	338,453.20	676,906.40	6,929,553.13
2022	19	4/1/2022	294,662.27	43,790.93	338,453.20		6,634,890.86
	20	10/1/2022	296,294.00	42,159.20	338,453.20	676,906.40	6,338,596.86
2023	21	4/1/2023	298,396.79	40,056.41	338,453.20		6,040,200.07
	22	10/1/2023	300,072.76	38,380.44	338,453.20	676,906.40	5,740,127.31
2024	23	4/1/2024	301,979.47	36,473.73	338,453.20		5,438,147.84
	24	10/1/2024	303,898.30	34,554.90	338,453.20	676,906.39	5,134,249.54
2025	25	4/1/2025	306,007.60	32,445.60	338,453.20		4,828,241.94
	26	10/1/2025	307,773.75	30,679.45	338,453.20	676,906.41	4,520,468.19
2026	27	4/1/2026	309,886.35	28,566.85	338,453.20		4,210,581.84
	28	10/1/2026	311,698.46	26,754.74	338,453.20	676,906.40	3,898,883.38
2027	29	4/1/2027	313,814.42	24,638.78	338,453.20		3,585,068.96
	30	10/1/2027	315,673.07	22,780.13	338,453.20	676,906.39	3,269,395.89
2028	31	4/1/2028	317,678.91	20,774.29	338,453.20		2,951,716.98
	32	10/1/2028	319,697.50	18,755.70	338,453.20	676,906.40	2,632,019.48
2029	33	4/1/2029	321,820.30	16,632.90	338,453.20		2,310,199.18
	34	10/1/2029	323,773.81	14,679.39	338,453.20	676,906.40	1,986,425.37
2030	35	4/1/2030	325,900.10	12,553.10	338,453.20		1,660,525.27
	36	10/1/2030	327,901.95	10,551.25	338,453.20	676,906.41	1,332,623.32
2031	37	4/1/2031	330,031.76	8,421.44	338,453.20		1,002,591.56
	38	10/1/2031	332,082.57	6,370.63	338,453.20	676,906.40	670,508.99
2032	39	4/1/2032	334,192.67	4,260.53	338,453.20		336,316.32
	40	10/1/2032	336,316.32	2,137.01	338,453.33	676,906.53	0.00

EXHIBIT B

Exhibit "C"

Revised Sewer Plan

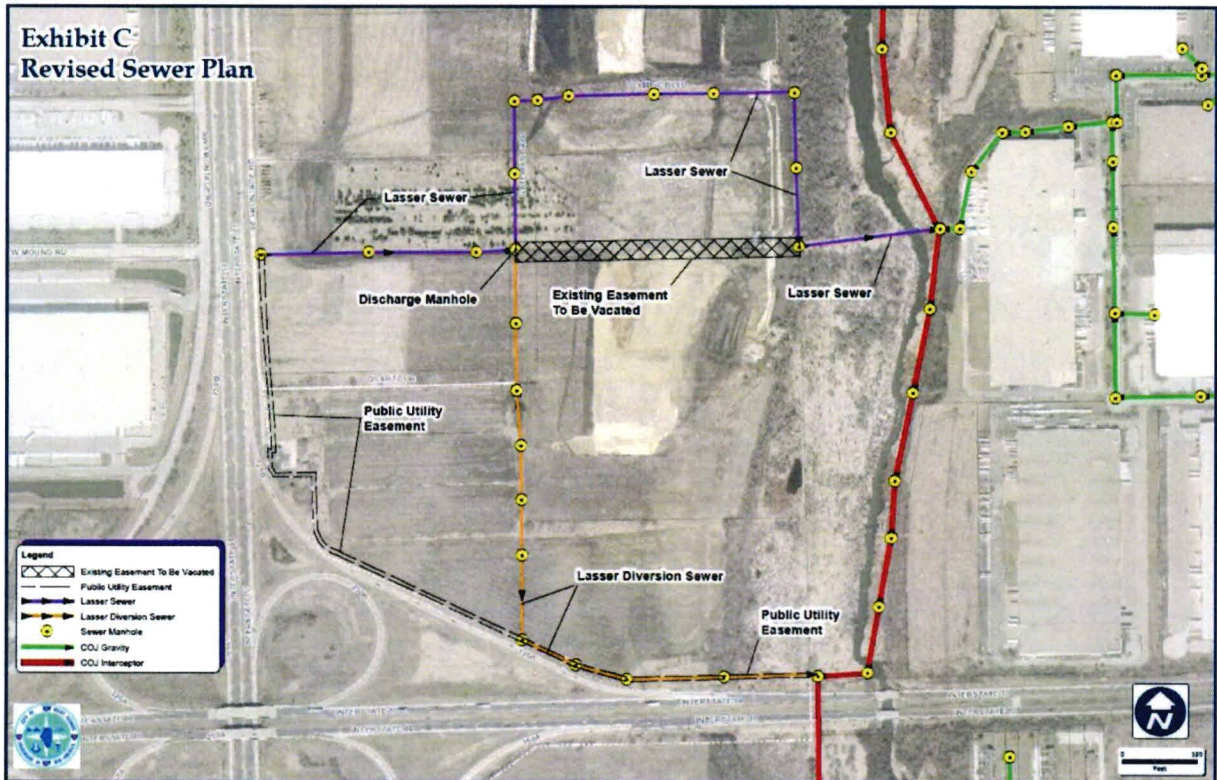


Exhibit "D"

Release of Easement

RELEASE OF EASEMENT
Prepared by: David J. Silverman MAHONEY, SILVERMAN & CROSS, LLC 822 Infantry Drive, Suite 100 Joliet, IL 60435
Mail to: CITY OF JOLIET Attn: Corporation Counsel 150 W. Jefferson Street Joliet, IL 60432

RELEASE OF EASEMENT

WHEREAS, the Village of Shorewood was granted a Sewer Easement by Document Number R2006044406 as recorded with the Will County Recorder of Deeds (the "Easement"); and

WHEREAS, the sewer line constructed in a portion of the Easement is no longer necessary or useful as the sewer line has been relocated; and

WHEREAS, the Village of Shorewood desires to release the Easement as described on Exhibit A attached hereto (the "Easement") to the City of Joliet; and

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency are hereby acknowledged by the Village of Shorewood does hereby fully abrogate, terminate, release, acquit, waive and forever discharge any rights it may have in the Easement.

IN WITNESS WHEREOF, the undersigned has executed this Release of Easement on the _____ day of _____, 2023.

Village of Shorewood

By _____
Its _____

STATE OF _____)
COUNTY OF _____) **SS**

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ **[NAME]** _____, personally known to me to be _____ **[TITLE]** _____, of the Village of Shorewood, an Illinois Municipality, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument.

Given under my hand and Notarial Seal this ____ day of _____, 2023

Notary Public

Exhibit "A"

LEGAL DESCRIPTION

THE NORTH 20 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN LIS PENDENS NOTICE RECORDED AS DOCUMENT NO. 2004-229312 SAID EAST LINE ALSO BEING THE EAST RIGHT-OF-WAY OF FAI ROUTE 55, PER DOCUMENT NO. 784006, ALL IN WILL COUNTY, ILLINOIS.

Exhibit "E"

Bill of Sale

BILL OF SALE

The Village of Shorewood, an Illinois Municipal Corporation (the "Village") pursuant to the terms of a certain Intergovernmental Agreement dated September 13, 2011 (the "IGA"), does hereto transfer and convey to the City of Joliet, an Illinois Municipal Corporation (the "City"), all of its Right, Title and Interest to the Lasser Sewer as described in the IGA. Provided, however, that pursuant to the terms of that certain Transfer Agreement between the Village and the City dated the ____ day of _____, 2023 (the "Transfer Agreement"), Shorewood retains its right to convey a maximum peak flow of 8 million gallons per day of wastewater through the Lasser Sewer and the Lasser Diversion Sewer as described in the Transfer Agreement.

The Lasser Sewer is conveyed by the Village to the City as-is with no representations as to the condition of the Lasser Sewer. All warranties of quality, fitness and merchantability are excluded. Joliet shall maintain the Lasser Sewer in good working order throughout the term of the IGA.

IN WITNESS WHEREOF, the Village has executed this Bill of Sale on the ____ day of _____, 2023.

Village of Shorewood

By: _____
Its _____

ACCEPTED this ____ day of _____, 2023.

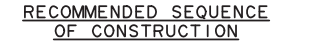
City of Joliet

By: _____
Its _____

N 1755770.3. E 102



Oversized
Line



1. PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES (J.U.L.I.E.) FOR LOCATING EXISTING UTILITIES WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES ON MEASURES NECESSARY TO PROTECT EXISTING UTILITIES THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT AS WELL AS NECESSARY UTILITY RELOCATION.
2. UPON COMPLETION OF PRE-CONSTRUCTION MEETING WITH THE CITY OF JOLIET AND REQUIRED NOTIFICATIONS, CONTRACTOR SHALL INSTALL ALL REQUIRED SEDIMENT AND EROSION CONTROL MEASURES DEFINED ON PLANS PRIOR TO ANY EXCAVATION OR EARTH-MOVING OPERATIONS. ALL TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AND DEVICES SHALL BE MAINTAINED BY THE RESPONSIBLE CONTRACTOR THROUGHOUT THE CONSTRUCTION AND STABILIZATION PERIOD.
3. CONTRACTOR SHALL INSTALL THE TEMPORARY TIMBER MATS FOR TRENCH SPOILS AND EQUIPMENT STABILIZATION AS ILLUSTRATED ON THE PLANS.
4. COMMENCE WITH TOPSOIL EXCAVATION AND STOCKPILING AND EARTH EXCAVATION NECESSARY TO CONSTRUCT THE SANITARY SEWER. TOPSOIL AND TRENCH SPOILS TO BE DEPOSITED ON TIMBER MATS AND SEGREGATED FROM EACH OTHER. ALL TRENCH SPOILS SHALL BE USED FOR BACKFILL OR REMOVED FROM THE SITE WITHIN 20 CALENDAR DAYS.
5. CONSTRUCT SANITARY SEWER AND BACKFILL. EXCAVATED MATERIALS SHALL BE USED TO THE EXTENT PRACTICABLE, WITH THE UPPER SIX (6) TO TWELVE (12) INCHES BACKFILLED WITH THE TOPSOIL OBTAINED DURING TRENCH EXCAVATION.
6. PERFORM ALL REQUIRED SANITARY SEWER TESTING AND MAKE ANY REQUIRED ADJUSTMENTS/REPAIRS.
7. REMOVE AND DISPOSE ALL CONSTRUCTION DEBRIS. EXCESS TRENCH SPOILS AND RETURN TRENCH AREA TO EXISTING/PRE-CONSTRUCTION ELEVATIONS LESS TOPSOIL THICKNESS OBSERVED DURING TOPSOIL REMOVAL.
8. RESPREAD EXCAVATED TOPSOIL OVER TRENCH AREA.
9. SEED DISTURBED AREA WITH IDOT CL.7 SEED MIX IN ACCORDANCE WITH ARTICLE 250 OF THE STANDARD SPECIFICATIONS.
10. REMOVE TIMBER MATS. ONCE TIMBER MATS ARE REMOVED NO RE-GRADING OF WETLAND OR RE-ENTRY INTO WETLAND IS ALLOWED UNLESS TIMBER MATS ARE RE-INSTALLED.
11. INSTALL EROSION CONTROL BLANKET IN ACCORDANCE WITH ARTICLE 251.04 OF THE STANDARD SPECIFICATIONS.
12. COMMENCE WITH ANY REQUIRED POST-CONSTRUCTION INSPECTIONS AND MAINTENANCE ACTIVITIES.

NO.		DATE	DESCRIPTION	REVISIONS		
△	04-11-25/DFM	REVISED PER CITY OF JOLIET COMMENTS DATED 04-10-25		NO.	DATE	DESCRIPTION

FILE NAME: PP	DSGN. BY: MMW	JOB NO.: 849.006	FLD. BK./PG.:	SHEET NO. 11 of 12
DIR: 848006	DRN. BY: KMS	DATE: 01-17-25	SCALE: 1" = 50'H;5'V	



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 383-26

File ID: 383-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/09/2026

Department: Public Utilities

Final Action:

Title: Resolution Approving an Intergovernmental Agreement with the Village of Shorewood for Gravity Sewer Line Oversizing, Payment, and Capacity for the Lasser Diversion Sewer

Agenda Date: 07/21/2026

Attachments: Resolution, Joliet Shorewood Oversizing Agreement
070826.docx

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/9/2026	Allison Swisher	Approve	7/13/2026
1	2	7/9/2026	Kevin Sing	Approve	7/13/2026
1	3	7/9/2026	Todd Lenzie	Approve	7/13/2026
1	4	7/17/2026	Beth Beatty	Approve	7/13/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 385-26

Agenda Date: 7/21/2026

TO: Mayor and City Council

FROM: Todd Lenzie, Interim Corporation Counsel

SUBJECT:

Resolution Authorizing Execution of an Intergovernmental Cooperation Agreement between the City of Joliet and the Joliet Park District (Emergency Shower Facility Access During Extended Water Service Disruptions)

BACKGROUND:

The City is requesting approval of a resolution authorizing the City Manager to execute an Intergovernmental Cooperation Agreement between the City of Joliet and the Joliet Park District.

This agreement establishes a coordinated plan to provide public access to Park District shower facilities at the Nowell Park Recreation Center during emergency situations when the anticipated water outage exceeds twenty-four (24) hours.

The Public Service Committee will review this item.

RECOMMENDATION:

Based on the above, it is recommended the Mayor and City Council approve a Resolution Authorizing Execution of an Intergovernmental Cooperation Agreement between the City of Joliet and the Joliet Park District (Emergency Shower Facility Access During Extended Water Service Disruptions).

RESOLUTION NO.

**RESOLUTION AUTHORIZING
EXECUTION OF AN INTERGOVERNMENTAL COOPERATION
AGREEMENT BETWEEN THE CITY OF JOLIET AND THE JOLIET PARK DISTRICT
(Emergency Shower Facility Access During Extended Water Service Disruptions)**

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, the City and the Park District are empowered to contract for the purposes set forth therein; and

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET PURSUANT TO ITS STATUTORY AND HOME RULE POWERS AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the Preamble to this Resolution are true, correct, and complete.

SECTION 2: The City Manager is hereby authorized to execute the Intergovernmental Cooperation Agreement, which is substantially the same as Exhibit "A," with the Joliet Park District. The City Manager is hereby authorized to take such action as may be necessary for the City to comply with the terms thereof.

SECTION 3: Each section and part thereof of this Resolution is deemed to be severable, and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

SECTION 4: All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

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

PASSED this day of July, 2026

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF JOLIET AND THE JOLIET PARK DISTRICT
Emergency Shower Facility Access During Extended Water Service Disruptions**

This Intergovernmental Agreement ("Agreement") is entered into by and between the City of Joliet, Illinois, an Illinois municipal corporation ("City"), and the Joliet Park District, an Illinois park district organized under the laws of the State of Illinois ("Park District"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize units of local government to cooperate in the performance of their governmental functions; and

WHEREAS, the City and Park District recognize the importance of providing residents access to basic hygiene facilities during emergency situations involving extended water service interruptions; and

WHEREAS, residents within the Southeast Joliet Sanitary District service area may experience prolonged interruptions to potable water service resulting from infrastructure failures, repairs, or other emergency conditions; and

WHEREAS, the Park District operates shower facilities at Nowell Park Recreation Center that may be made available to affected residents during qualifying emergency events; and

WHEREAS, the Parties desire to establish procedures and responsibilities for providing access to such facilities during extended water service disruptions.

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

SECTION 1. PURPOSE

The purpose of this Agreement is to provide residents affected by an extended loss of water service within the Southeast Joliet Sanitary District access to shower facilities at Nowell Park Recreation Center during emergency situations when the anticipated water outage exceeds twenty-four (24) hours.

SECTION 2. ACTIVATION

A. This Agreement may be activated by the City of Joliet Office of Emergency and Disaster Management (OEDM) and/or City of Joliet Utilities in consultation with the City Manager or designee.

B. Activation shall occur when:

1. A water service disruption affects the Southeast Joliet Sanitary District service area; and
2. The estimated duration of the disruption exceeds twenty-four (24) hours.

C. The City shall notify the Executive Director of the Joliet Park District or designee when activation is requested.

SECTION 3. FACILITY ACCESS

Upon activation of this Agreement, the Park District shall make available the shower facilities at Nowell Park Recreation Center, subject to staffing availability and facility operational status, during the following hours:

Monday through Friday

- 6:30 a.m. – 8:00 a.m.
- 5:00 p.m. – 7:30 p.m.

Saturday and Sunday

- 7:30 a.m. – 2:00 p.m.

The Park District reserves the right to modify operating hours based upon facility operations, staffing levels, maintenance requirements, or emergency circumstances.

SECTION 4. ELIGIBLE USERS

A. Access under this Agreement shall be limited to residents residing within the affected Southeast Joliet Sanitary District service area.

B. The City may provide public notification regarding eligibility requirements and facility access procedures.

SECTION 5. IDENTIFICATION REQUIREMENTS

A. All individuals seeking access under this Agreement shall present a valid government-issued photo identification upon entry.

B. Park District staff may request additional documentation if necessary to verify residency within the affected service area.

SECTION 6. SHOWER FACILITY RULES

A. Users shall conduct themselves in a safe and respectful manner while utilizing the facilities.

B. Users shall leave shower facilities in the same clean condition in which they were found.

C. Users shall comply with all reasonable directions issued by Park District personnel.

D. The Park District reserves the right to deny access to any individual whose behavior threatens the safety, security, or orderly operation of the facility.

SECTION 7. WATER CONSERVATION

All users shall make reasonable efforts to conserve water while utilizing the facilities. Shower use should be limited to the time necessary to maintain personal hygiene and sanitation.

SECTION 8. FACILITY ACCESS LIMITATIONS

A. Access provided under this Agreement is limited solely to designated shower facilities and associated restroom areas.

B. Individuals utilizing the facility under this Agreement shall not have access to:

- Fitness areas;
- Gymnasiums;
- Program spaces;
- Recreational amenities; or
- Other portions of the facility not specifically designated by the Park District.

C. Nothing in this Agreement shall limit access privileges otherwise available to current Park District members.

SECTION 9. SECURITY AND OPERATIONS

A. The City may provide support personnel, including emergency management staff, law enforcement personnel, or volunteers, as deemed necessary to assist with facility operations.

B. The Park District shall maintain authority over facility operations and visitor management within the building.

C. During periods of high demand or extended activation, the Parties may mutually agree upon additional security measures.

SECTION 10. COSTS AND REIMBURSEMENT

A. The Parties acknowledge that short-duration activations are intended as a public service and that each Party shall generally bear its own personnel and operational expenses.

B. In the event of a prolonged outage, extended activation, or extraordinary facility usage, the Parties shall meet and discuss:

1. Additional staffing costs;

2. Security expenses;
3. Increased water utility costs;
4. Cleaning and maintenance expenses; and
5. Any reimbursement or cost-sharing arrangements deemed appropriate.

C. Any reimbursement agreement shall be documented in writing and approved by both Parties.

SECTION 11. LIABILITY AND INDEMNIFICATION

A. Each Party shall be responsible for the acts and omissions of its own officers, employees, agents, and volunteers.

B. Nothing contained herein shall be construed as waiving any immunities, defenses, or limitations of liability available under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.) or other applicable law.

C. Each Party shall maintain insurance coverage or self-insurance coverage consistent with its normal governmental operations.

SECTION 12. TERM AND TERMINATION

A. This Agreement shall become effective upon execution by both Parties and shall remain in effect for a period of five (5) years.

B. The Agreement shall automatically renew for successive one-year periods unless terminated by either Party upon sixty (60) days written notice.

C. Either Party may terminate this Agreement immediately upon written notice if continued performance becomes impracticable or contrary to law.

SECTION 13. AMENDMENTS

This Agreement may be amended only by written instrument approved and executed by both Parties.

SECTION 14. NOTICES

Notices required under this Agreement shall be directed to:

City of Joliet

Director, Utilities Department
150 W. Jefferson Street
Joliet, Illinois 60432

Joliet Park District

Executive Director
3000 W. Jefferson Street
Joliet, Illinois 60435

SECTION 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior discussions, understandings, or agreements relating thereto.

CITY OF JOLIET

By: _____
H. Beth Beatty, City Manager

Date: _____

Attest: _____

City Clerk

JOLIET PARK DISTRICT

By: _____
President, Board of Commissioners

Date: _____

Attest: _____

Secretary, Board of Commissioners



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 385-26

File ID: 385-26

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 07/17/2026

Department: City Clerk/Business
Services

Final Action:

Title: Resolution Authorizing Execution of an Intergovernmental Cooperation Agreement between the City of Joliet and the Joliet Park District (Emergency Shower Facility Access During Extended Water Service Disruptions)

Agenda Date: 07/21/2026

Agenda Number:

Attachments: Resolution, IGA Park District

Entered by: nhughes@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/17/2026	Todd Lenzie	Approve	7/21/2026
1	2	7/17/2026	Beth Beatty	Approve	7/21/2026