City of Joliet

Public Service Committee

Meeting Agenda

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

Monday, March 16, 2026	**4:00 PM**	**City Hall, Executive Conference Room**

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

ROLL CALL

APPROVAL OF MINUTES

Public Service Minutes 03/2/2026 **TMP-9654**

Attachments: Minutes 03022026

CITIZENS TO BE HEARD ON AGENDA ITEMS

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

CONTRACTS

Award of Contract Extension for the 2023-2027 Landscape Maintenance Services (Utilities) Program to Ramiro Guzman Landscaping in the amount of $140,366.78 **161-26**

Attachments: FY2026 Lndscp Contract Ext Agmt
Approver Report

Purchase of ISCO Flow Metering Equipment from Gasvoda & Associates, Inc. in the Amount of $49,995.00 **162-26**

Attachments: ISCO Duratrakers
Approver Report

Professional Services Agreement for the Phase III Engineering Services for the Joliet City Square - Ottawa Street Parking Deck Building Modifications, to TY Lin, in an amount not to exceed $104,088.00 **167-26**

Attachments: Approver Report

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approval of Change Order No. 1 for the Emerald Lawns Water Main Improvements Project to Austin Tyler Construction Inc. for a Deduction in the amount of ($571,601.18) and Pay Estimate No. 6 and Final in the amount of $614,195.92 **168-26**

Attachments: Approver Report

LICENSES AND PERMITS

Application for a Drive Thru Permit for a Culver's Restaurant at 1301 Shale Road **170-26**

Attachments: 1301 Shale Culvers Drive Thru Permit Application.docx
1301 Shale Culvers Drive Thru Request Letter.pdf
1301 Shale Culvers Drive Thru ALTA Survey.pdf
1301 Shale Culvers Drive Thru Exhibit.pdf
Approver Report

ORDINANCES AND RESOLUTIONS

Resolution Authorizing a Memorandum of Understanding Between the City of Joliet and D Construction Inc., for Temporary Use of City-Owned Property for IDOT's Cass Street Bridge Project **174-26**

Attachments: Resolution
3_ExhA_Agmt for Temp Use_D Constr_Cass St Bridge.pdf
4_ExhB_MOU for Temp Use_D Constr_Cass St Bridge.docx
Approver Report

Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176077 for the 2026 Water Main Replacement Program **175-26**

Attachments: Resolution
DRAFT-Joliet L176077 - Loan Agreement
Approver Report

Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176080 for the 2026 Lead Water Service Line Replacement Program **176-26**

Attachments: Resolution
DRAFT - Joliet L176080 - Loan Agreement
Approver Report

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Report on Utilities' Maintenance Activities **TMP-9598**

Attachments: Valve Hydrant Break Report 2-13-2026

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-9654 **Agenda Date:**3/16/2026

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Minutes - Pending Approval

Monday, March 2, 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, Councilman Pat Mudron and Councilwoman Sherri Reardon

ALSO PRESENT:

ALLISON SWISHER - DIRECTOR OF PUBLIC UTILITIES, ANTHONY ANCZER - DEPUTY DIRECTOR ENGINEERING, GREG RUDDY - DIRECTOR OF PUBLIC WORKS, SEAN MIKOS - DEPUTY DIRECTOR ENGINEERING, TODD LENZIE - CORPORATE COUNSEL, AND WILL JERNIGAN - CAVANAUGH & ASSOCIATES PA

APPROVAL OF MINUTES

Public Service Minutes 02/17/2026 **TMP-9602**

Attachments: 021726 Public Service Minutes

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to approve the minutes of the 02/17/2026 Public Service Meeting. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

CITIZENS TO BE HEARD ON AGENDA ITEMS

No one present at this time.

CONTRACTS

Award of Contract No. 2962-0226 for the Well 23D Rehabilitation to Great Lakes Water Resources Group in the Amount of $218,300.00 **140-26**

Attachments: Approver Report

Anthony Anczer, Deputy Director Engineering, discussed the Award of Contract for the Well 23D Rehabilitation, in the amount of $218,300.00, to Great Lakes Water Resources Group.

Award of Professional Services Agreement for District Metered Area Management to McKim & Creed Inc. in the Amount of $168,000.00 **141-26**

Attachments: unsigned contract & Proposal, DMA Managment, McKim & Creed
DMA Exhibit
Approver Report

Anthony Anczer discussed the Award of Professional Services Agreement for District Metered Area Management, in the amount of $168,000.00, to McKim & Creed Inc.

Award of Professional Services Agreement for the 2026 **142-26**

Water Loss Control Technical Assistance Program to Cavanaugh & Associates PA in the Amount of $668,355.00

Attachments: 2026 Cavanaugh PSA and Proposal
Approver Report

Anthony Anczer discussed the Award of Professional Services Agreement for the 2026 Water Loss Control Technical Assistance Program, in the amount of $668,355.00, to Cavanaugh & Associates PA.

Award of Professional Services Agreement for the 2026 Sanitary Sewer Investigation and Rehabilitation Program to RJN Group Inc. in the Amount of $409,595.00 **143-26**

Attachments: Unsigned PSA - 2026 Sewer Investigations Program - RJN_w Proposal
Approver Report

Anthony Anczer discussed the Award of Professional Services Agreement for the 2026 Sanitary Sewer Investigation and Rehabilitation Program, in the amount of $409,595.00, to RJN Group Inc.

Award of 2026 Public Utilities Department Leak Detection and Meter Testing Services Agreement to M.E. Simpson Co. Inc. in the Amount of $595,440.00 **144-26**

Attachments: Unsigned Agreement for Professional Services - 2026 Leak Detection_ME Simpson
Approver Report

Anthony Anczer discussed the 2026 Public Utilities Department Leak Detection and Meter Testing Services Agreement, in the amount of $595,440.00, to M.E. Simpson Co. Inc.

Award of Contract No. 2938-0126 for the JOL-08-04 Distribution System Upgrades Project to P.T. Ferro Construction Co. in the Amount of $15,196,257.72 **151-26**

Attachments: Project Location
Approver Report

Anthony Anczer discussed the Award of Contract for the JOL-08-04 Distribution System Upgrades Project, in the amount of $15,196,257.72, to P.T. Ferro Construction Co.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 140-26, 141-26, 142-26, 143-26, 144-26, and 151-26 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approval of Amendment No. 1 to the Professional Services **145-26**

Agreement for the Geotechnical Services for the Westside WWTP Expansion Project to SEECO Consultants Inc. in the Amount of $6,110.00

Attachments: Approver Report

Anthony Anczer discussed Amendment No. 1 to the Professional Services Agreement for the Geotechnical Services for the Westside WWTP Expansion Project, in the amount of $6,110.00.

Approval of Change Order No. 1 for the Marquette Park Water Main Improvements Project to Construction by Camco Inc. for a Deduction in the Amount of ($359,193.74) and Pay Estimate No. 6 and Final in the Amount of $515,575.25 **146-26**

Attachments: Approver Report

Anthony Anczer discussed Change Order No. 1 for the Marquette Park, for a deduction in the amount of ($359,193.74), to Construction by Camco Inc. Also discussed was Pay Estimate No. 6 and Final in the amount of $515,575.25.

Approval of Payment to JULIE Illinois One-Call System Services to JULIE, Inc. in the amount of $30,591.25 **147-26**

Attachments: Approver Report

Anthony Anczer discussed the Payment to JULIE Illinois, in the amount of $30,591.25, for the annual payment.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to recommend 145-26, 146-26, and 147-26 for approval by the full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

ORDINANCES AND RESOLUTIONS

Resolution Appropriating Supplemental Motor Fuel Tax Funds for the Bridge Street (Nicholson St. - Center St.) Roadway Improvement Project - MFT Section No. 24-00562-00-FP **156-26**

Attachments: Resolution
Approver Report

Sean Mikos, Deputy Director Engineering discussed the Supplemental Motor Fuel Tax Resolution for the Bridge Street (Nicholson St - Center St).

Resolution Accepting a Grant of Public Utility Easement from Larkin Village Apartment (DBA Larkin Village LP) for the Larkin Avenue Water Main Improvements Project **157-26**

Attachments: Resolution
Larkin Village WM Easement unsignedpdf
Approver Report

Anthony Anczer discussed the Grant of Public Easement for the Larkin Avenue Water Main Improvements Project needed from Larkin Village Apartment (DBA Larkin Village LP).

Resolution Approving Easement Agreement for Water Transmission Main with Plainfield Community Consolidated School District No. 202 (Plainfield South High School, 7800 Caton Farm Road) **158-26**

Attachments: Resolution
Plainfield SD 202-Easement Agreement with the City of Joliet (for packet 2-9-26 with exhs)
Approver Report

Allison Swisher, Director of Public Utilities, discussed the Easement Agreement for Water Transmission Main with Plainfield South High School, PCCSD No. 202.

Resolution Accepting a Grant of Permanent Easement for 652 Collins Street Parking Lot on the 652 Collins Street Alley Improvements Project **160-26**

Attachments: Resolution
Grant of Esmt_652 Collins St Alley_20260206 Signed.pdf
Approver Report

Sean Mikos discussed the Grant of Permanent Easement for 652 Collins Street Parking Lot.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 156-26, 157-26, 158-26, and 160-26 for approval by the full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Report on Utilities' Maintenance Activities **TMP-9598**

Attachments: Valve Hydrant Break Report 2-13-2026_

will move the Utilities Report to the next meeting.

Councilman Hug and Allison Swisher discussed Customer Water Portal alarm reporting.

PUBLIC COMMENT

No one present at this time.

ADJOURNMENT

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

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 161-26 **Agenda Date:**3/16/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Award of Contract Extension for the 2023-2027 Landscape Maintenance Services (Utilities) Program to Ramiro Guzman Landscaping in the amount of $140,366.78

BACKGROUND:
On April 3, 2023, the Mayor and City Council awarded a contract to Ramiro Guzman Landscaping in the amount of $113,054.00, for lawn mowing and related services at sixty-seven (67) Public Utilities Department sites throughout the City and surrounding areas for the 2023 landscape season. The contract contains a provision for four optional annual extensions for years 2024, 2025, 2026, and 2027. Ramiro Guzman Landscaping has completed the lawn maintenance work to the satisfaction of City staff, and staff would like to extend their contract for the 2026 season.

The Public Service Committee will review this matter.

CONCLUSION:
The 2026 pricing includes a 2.4% increase for all original bid items compared to the 2025 pricing. There have also been two adjustments to the original scope of work: (1) seven additional sites have been added and (2) the number of mowing cycles has increased from 26 to 28. The total recommended contract award for 2026 is $140,366.78.

Sufficient funds exist utilizing the 2026 Water and Sewer Operating Fund and costs will be allocated to the various Contract Services accounts as follows:

Account Code	Account Org Description	Amount
50080031-524200	Plant Operations – Lift Stations	$29,893.00
50080011-524200	Plant Operations – Water	$47,873.28
50080802-524200	East Side Wastewater Treatment Plant	$22,661.50
50080803-524200	West Side Wastewater Treatment Plant	$13,414.39
50080804-524200	Aux Sable Wastewater Treatment Plant	$26,524.61

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the 2026 contract extension to the 2023-2027 Landscape Maintenance Services (Utilities) Program, in the amount of $140,366.78, on behalf of Ramiro Guzman Landscaping.

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CITY OF JOLIET

CONTRACT EXTENSION AGREEMENT

CONTRACT: **2023-2027 LANDSCAPE MAINTENANCE SERVICES (UTILITIES)**

CONTRACT NO: **2708-0423**

PERIOD: **FY2026 (Year 4)**

THIS AGREEMENT is entered into on the date stated below by and between the City of Joliet, an Illinois Municipal Corporation (hereinafter "City"), and Ramiro Guzman Landscaping (hereinafter "Contractor") to extend the original contract date for one fiscal year in the amount of $140,366.78 ending on December 31, 2026.

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work and furnish all labor and materials necessary for the proper completion of the work for an additional year; and the City agrees to pay for the work as set forth in the original Contract Documents, with revised pricing as follows.

YEAR 4 COST SUMMARY(FY2026)

				2025 Contract Rates		2026 Contract Rates		
ITEM	SITE	QTY	UNIT	UNIT PRICE	ANNUAL COST	UNIT PRICE	QTY	ANNUAL COST
1	All 67 sites in original contract	28	MOWING CYCLES	$ 3,796.96	$ 106,314.91	$ 3,888.09	28	$ 108,866.47
2	Contract Allowance	1	EA	$ 21,218.00	$ 21,218.00	$ 21,727.23	1	$ 21,727.23
3	All 4 new sites for 2024	28	MOWING CYCLES	$ 226.60	$ 6,344.80	$ 232.04	28	$ 6,497.08
4	All 3 new sites for 2026	28	MOWING CYCLES	$ -	$ -	$ 117.00	28	$ 3,276.00

FY2026 TOTAL CONTRACT: $ 140,366.78

Contractor Signature *Date*

Director of Public Utilities Signature *Date*

City Manager Signature *Date*

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 161-26

File ID: 161-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/04/2026

Department: Public Utilities **Final Action:**

Title: Award of Contract Extension for the 2023-2027 Landscape Maintenance Services (Utilities) Program to Ramiro Guzman Landscaping in the amount of $140,366.78

Agenda Date: 03/16/2026

Attachments: FY2026 Lndscp Contract Ext Agmt

Entered by: jhall@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/5/2026	Allison Swisher	Approve	3/6/2026
1	2	3/5/2026	Kevin Sing	Approve	3/9/2026
1	3	3/5/2026	Todd Lenzie	Approve	3/9/2026
1	4	3/13/2026	Beth Beatty	Approve	3/9/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 162-26 **Agenda Date:**3/16/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Purchase of ISCO Flow Metering Equipment from Gasvoda & Associates, Inc. in the Amount of $49,995.00

BACKGROUND:
The City owns 27 ISCO 2150 sanitary sewer flow meters that are used for monitoring the sanitary sewer system for various studies. These flow meters were purchased in 2015 or earlier and are now beyond their useful life and in need of replacement. Upon review of current flow meter technology, it was determined that the best fit meter for the City's needs is the ISCO DuraTracker Flow Meter which has built-in communication. A proposal was requested from the local ISCO representative, Gasvoda & Associates, Inc.

The Public Service Committee will review this matter.

CONCLUSION:
Gasvoda & Associates, Inc. has provided a proposal to provide five (5) ISCO DuraTracker flow meters and six (6) area/velocity sensors.

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:

(a) Purchases which 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.

Funds will be charged to the Water & Sewer Improvement Fund / Sewer Collection / Equipment (Org 50180020, Object 557500, $49,995.00).

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the purchase of ISCO flow metering equipment in the amount of $49,995.00, on behalf of Gasvoda & Associates, Inc.

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GASVODA & ASSOCIATES, INC.
An Employee Owned Company
"Helping people use water efficiently"

PROPOSAL

TO: City of Joliet / RJN

DATE: February 24, 2026

PROJECT: ISCO Duratracker & 350 AV Sensor (Rev 2)

ATTN: Jon Merki, PE

Phone # :

Email: jon.merki@rjnmail.com

Fax # :

The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

We are pleased to offer the following equipment for your consideration on the above named project.

Qty	Description
5	DuraTracker with Battery Box, Global LTE modem, LTE Antenna, Lantern Battery Holders, Suspension Strap and coupon for free Isco Open Channel Flow Measurement Handbook. Requires Flowlink software and computer connect cable (sold separately)
6	TIENET ™ 350 Ex AREA VELOCITY SENSOR. 10 ft (3.0 m) MEASUREMENT RANGE WITH 32 ft (10 m) CABLE. INCLUDES TIENET CONNECTOR FOR CONNECTION TO 2160, PORTABLE SIGNATURE OR DURA TRACKER.

Pricing for above equipment including Freight will be: $ 49,995.00

This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of Gasvoda & Associates, Inc.

Gasvoda & Associates reserves the right to request purchase orders be written directly to the manufacturers per the manufacturers terms and conditions included in their scopes.

TERMS:	100% 30 days NET.
FREIGHT:	__X__F.O.B. factory, allowed to jobsite. ____Prepay and add to invoice
START-UP:	____ day(s) start up is included. Additional start up, if required, will be billed at our standard rate.
TAXES:	ALL applicable taxes must be added.
SUBMITTAL DATA:	__N/A__weeks after receipt of order
DELIVERY:	2 to 3 weeks based on longest lead time item.
DURATION:	This proposal is valid for 30 days after which we reserve the right to review or withdraw.

GASVODA & ASSOCIATES, INC.

BY: _____

E.J. Bukowski – Sales Engineer
ejbukowski@gasvoda.com
Matt Jurjovec, PE – Sales Engineer
mjurjovec@gasvoda.com

ACCEPTED: _____
(Authorized signature)

Title: _____

Date: _____

1530 Huntington Drive / Calumet City, Illinois 60409 / Tel. 708-891-4400 / Fax: 708-891-5786

AUTHORIZATION TO PROCEED:

Authorization to proceed with placing the proposed equipment on order must be acknowledged by the return of this document properly executed where required. Such acknowledgment will be considered as your acceptance of this proposal understanding the terms stated above and on the reverse side of this proposal. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements.

Please be sure to fill in the required **"Ship To"** information below and return it at the time of placing your order. Failure to do so will result in shipment of the equipment to the Buyers address.

BILL TO: _____

SHIP TO: _____

PURCHASE ORDER NUMBER: _____

SPECIAL MARKINGS: _____

TAXABLE: _____

TAX ID#: _____

GASVODA & ASSOCIATES INC. TERMS AND CONDITIONS OF SALE

TERMS

1. Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than $100,000.

2. Terms and conditions for orders totaling more than $100,000.00 are based on progress payments as follow:

A) 10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.

B) 10% of remaining net order total due at time of release to production with no retainage allowed.

C) Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.

Start-up services will not be scheduled prior to receipt of full and final payment is received, with no exceptions.

CONDITIONS

1. General

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.

2. Warranty

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.

3. Liability of Seller

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.

4. Claim Period

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.

5. Cancellation

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.

6. Taxes

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.

7. Fees

All credit card charges will be subject to a 3.5% processing fee.

8. Storage

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.

9. Drawings, Illustrations and Manuals

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement, and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.

`0. Insurance

We have made no allowances for special insurance requirements including but not limited to “Waiver of Subrogation”, “Form GC2010”, liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.

11. Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

12. Operations and Maintenance Manuals

We include standard manufacturers O & M manuals as provided by the manufacturer. Special conditions of bid documents concerning O & M manuals and / or the modification of manuals to meet specific requirements of the bid documents are the contractors responsibility.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 162-26

File ID: 162-26 **Type:** Consent Agenda **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/04/2026

Department: Public Utilities **Final Action:**

Title: Purchase of ISCO Flow Metering Equipment from Gasvoda & Associates, Inc. in the Amount of $49,995.00

Agenda Date: 03/16/2026

Attachments: ISCO Duratrakers

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/5/2026	Allison Swisher	Approve	3/6/2026
1	2	3/5/2026	Kevin Sing	Approve	3/9/2026
1	3	3/5/2026	Todd Lenzie	Approve	3/9/2026
1	4	3/13/2026	Beth Beatty	Approve	3/9/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 167-26 **Agenda Date:**3/16/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Professional Services Agreement for the Phase III Engineering Services for the Joliet City Square - Ottawa Street Parking Deck Building Modifications, to TY Lin, in an amount not to exceed $104,088.00

BACKGROUND:
In conjunction with the Joliet City Square - Ottawa Street Parking Deck Building Modifications Project, Phase III Engineering Services must be established to oversee construction activities, support utility installation and coordinate construction with adjacent projects. The construction contract for this project was awarded to Staalsen Construction, at the February 17, 2026 City Council meeting.

The Public Service Committee will review this matter.

CONCLUSION:
The City of Joliet invited four (4) consultants to submit their qualifications to complete the Phase III engineering services and received one (1) submittal in response. TY Lin has submitted an acceptable proposal, including a Scope of Work and Cost Estimate of Consultant Services for Phase III engineering services.

The contract for these services will be awarded utilizing time and material rates, as submitted, for a total cost, not to exceed $104,088.00.

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 funds are available utilizing Public Works Capital Funds (Org 30090270, Object 557200, $104,088.00).

RECOMMENDATION:
Based on the above, the Administration recommends that the Mayor and City Council award a Professional Services Agreement for the Phase III Engineering Services for the Joliet City Square -

Ottawa Street Parking Deck Building Modifications, to TY Lin, in an amount not to exceed $104,088.00.

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 167-26

File ID: 167-26 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/03/2026

Department: Public Works **Final Action:**

Title: Professional Services Agreement for the Phase III Engineering Services for the Joliet City Square - Ottawa Street Parking Deck Building Modifications, to TY Lin, in an amount not to exceed $104,088.00

Agenda Date: 03/16/2026

Entered by: ldorothy@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/4/2026	Greg Ruddy	Approve	3/6/2026
1	2	3/4/2026	Kevin Sing	Approve	3/6/2026
1	3	3/5/2026	Todd Lenzie	Approve	3/6/2026
1	4	3/13/2026	Beth Beatty	Approve	3/9/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 168-26 **Agenda Date:**3/16/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Approval of Change Order No. 1 for the Emerald Lawns Water Main Improvements Project to Austin Tyler Construction Inc. for a Deduction in the amount of ($571,601.18) and Pay Estimate No. 6 and Final in the amount of $614,195.92

BACKGROUND:
On January 21, 2025, the Mayor and City Council awarded a Contract for the Emerald Lawns Water Main Improvements Project, in the amount of $5,682,093.90, on behalf of Austin Tyler Construction Inc., based on the Unit Prices provided in their bid.

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 decrease in the amount of ($571,601.18), is a final balancing change order for the following work:

- Time extension to contract milestones due to weather delays and delays due to testing
- Additional Water Main (Open Cut), 8-Inch
- Additional Water Main (Open Cut), 12-Inch
- Additional Connect to Water Main (Non-Pressure), 8-Inch
- Additional Gate Valve, 12-Inch
- Additional Valve Vault, 5-Foot Diameter
- Additional Storm Sewer Remove & Replace, 12-Inch
- Additional Water Service Connect to Main & Curb Stop, 1-Inch
- Additional Water Service Line Type K - Directional Drill, 1-Inch
- Additional Restoration of Lawns & Parkways
- Additional HMA Remove & Replace, 2.5-Inch Binder 1.5-Inch Surface
- Additional HMA Remove & Replace, 4.5-Inch Binder 1.5-Inch Surface
- Additional Detectable Warnings
- Additional Pavement Marking - Letters & Symbols
- Additional Water Service Line Type L (LSR), 3/4-Inch
- Extra work due to abandoned gas main removal & water service repair
- Extra work due to unmarked 2-in water service
- Extra work due to delay from a water main break
- Extra work for unmarked service at 1217 Clara

- Deduction of unused quantities
- Deduction for unused lead service line replacement pay items

Funds will be credited for this project to the Water Main Replacement Fund (Org 53880000, Object 557200, ($571,601.18)).

Also, please process Pay Estimate No. 6 and Final, in the amount of $614,195.92, on behalf of Austin Tyler Construction 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, for a decreased amount of ($571,601.18), for the Emerald Lawns Water Main Improvements Project.

2. Approve Pay Estimate No. 6 and Final, in the amount of $614,195.92, on behalf of Austin Tyler Construction Inc.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 168-26

File ID: 168-26 **Type:** Agenda Item **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/04/2026

Department: Public Utilities **Final Action:**

Title: Approval of Change Order No. 1 for the Emerald Lawns Water Main Improvements Project to Austin Tyler Construction Inc. for a Deduction in the amount of ($571,601.18) and Pay Estimate No. 6 and Final in the amount of $614,195.92

Agenda Date: 03/16/2026

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/5/2026	Allison Swisher	Approve	3/6/2026
1	2	3/5/2026	Kevin Sing	Approve	3/9/2026
1	3	3/5/2026	Todd Lenzie	Approve	3/9/2026
1	4	3/13/2026	Beth Beatty	Approve	3/9/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 170-26 **Agenda Date:**3/16/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Application for a Drive Thru Permit for a Culver's Restaurant at 1301 Shale Road

BACKGROUND:
On February 12, 2026, the Department of Public Works received a formal request for a drive thru facility for a proposed Culver's Restaurant to be located at 1301 Shale Road. The restaurant will be located on a new lot adjacent to the existing Chipotle Restaurant within the Rock Run Collection Development. The City's Planning Division has reviewed the preliminary site plan and has no remaining concerns.

The Public Service Committee will review this matter.

CONCLUSION:
The applicant has submitted a site plan to the Department of Public Works showing the operation of the proposed drive thru. The applicant has provided signage and pavement markings for adequate traffic flow into the drive thru while maintaining sufficient drive thru storage capacity to meet the requirements of the Department of Public Works.

As required by the City of Joliet Code of Ordinances, the Department of Public Works has reviewed the drive thru facility site plan (see attachment). Access to the site will be available from a new full access driveway on Shale Road as well as an existing shared full access driveway between the proposed Culver's and existing Chipotle restaurants. Upon final investigation, the Department of Public Works has determined that there is sufficient storage on the site and therefore recommends approval of the drive thru permit subject to approval of the final engineering plans.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council approve the Drive Thru Permit for a Culver's Restaurant at 1301 Shale Road.

APPLICATION FOR DRIVE-THRU FACILITY PERMIT

NAME OF APPLICANT: LAUREN DEANGELIS

ADDRESS OF APPLICANT: 111 W. JACKSON BLVD, SUITE 1320, CHICAGO, IL 60604

NAME OF FACILITY: CULVERS

ADDRESS OF FACILITY: 1301 SHALE ROAD

DATE SUBMITTED TO TRAFFIC ENGINEER: 2-12-26

DATE SUBMITTED TO DIRECTOR OF PUBLIC WORKS: _____

DATE APPROVED BY THE JOLIET CITY COUNCIL: _____

APPROVED: _____ DENIED: _____

CITY OF JOLIET

INTEROFFICE MEMORANDUM

February 24, 2026

TO: **BETH BEATTY, CITY MANAGER**

FROM: **GREGORY P. RUDDY, P.E., DIRECTOR OF PUBLIC WORKS**

SUBJECT: **DRIVE-THRU PERMIT – 1301 SHALE ROAD**

This Department has been requested to investigate the following drive-in facility:

Type of Business: CULVERS RESTAURANT
Location: 1301 SHALE ROAD

Listed below are the results of the investigation:

A. Right-of-way Encroachment: **NONE**

B. Existing & Proposed Driveway Location: **AS PER CODE**

C. Existing & Proposed Driveway Design: **ACCEPTABLE PER PUBLIC WORKS REQUIREMENTS**

D. Sight Distance: **GOOD**

E. Drainage: **AS PER CODE**

F. Use of Curbs: **AS PER CODE**

G. Parking: **PARKING LAYOUT AS PER CODE – NO PARKING IN DRIVEWAY AREA WILL BE PROVIDED.**

H. Setback: **AS PER CODE**

I. Lighting: **ADEQUATE LIGHTING FOR DRIVE-THROUGH**

J. Signs, Existing & Proposed: **AS PER CODE**

K. Peak Traffic Periods: **WILL NOT CAUSE AN ADVERSE CONDITION DURING PEAK TRAFFIC PERIODS.**

After analyzing the above, this Department recommends that the application be approved.

_____
Gregory P. Ruddy, P.E.
Director of Public Works

February 12, 2026

Mr. Russell A. Lubash, P.E.
City of Joliet
150 W Jefferson St.
Joliet, IL 60432

RE: ***Culver's of Rock Run***
Drive-in Facility Permit Request
1301 Shale Rd, Joliet, IL 60431

Dear Mr. Lubash,

I am writing to formally request that the application for the Drive-in Facility permit for the proposed Culver's development located at 1301 Shale Road in the Rock Run Subdivision in Joliet be placed on the agenda for the next City Council meeting for approval. We look forward to your favorable consideration and are available to provide any additional information or answer any questions that may arise before the meeting. Thank you for your attention to this matter.

Sincerely,

Lauren DeAngelis

Lauren DeAngelis, P.E.
Kimley-Horn and Associates, Inc.
Phone: (331) 300-3468
Email: lauren.deangelis@kimley-horn.com

BOUNDARY
AND TOPOGRAPHIC SURVEY

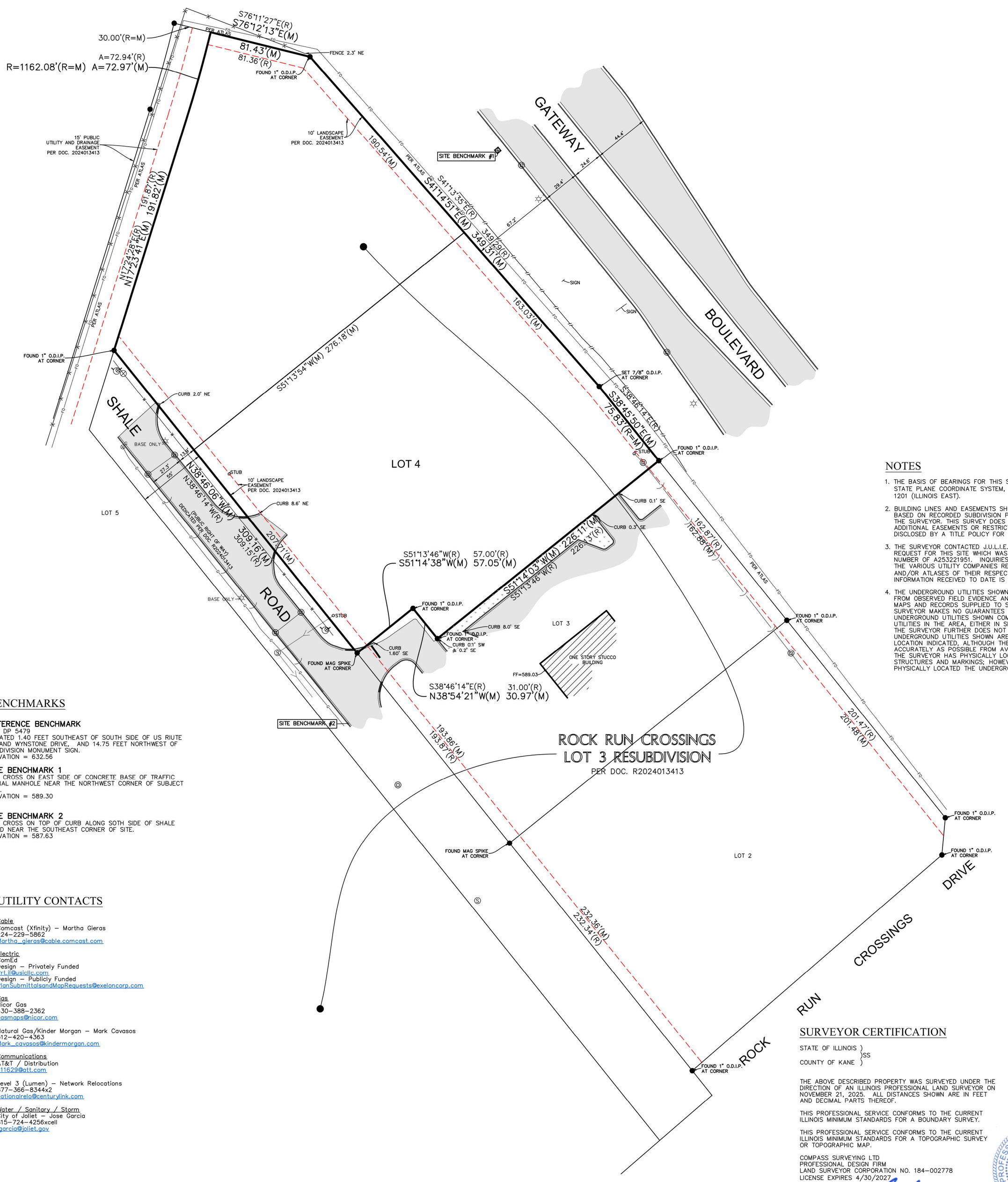
LEGAL DESCRIPTION

LOT 4 IN ROCK RUN CROSSINGS LOT 3 RESUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 22 AND THE NORTHWEST QUARTER OF SETION 27, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 3, 2024 AS DOCUMENT R2024013413 IN WILL COUNTY, ILLINOIS.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.



NOTES

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), ZONE 1201 (ILLINOIS EAST).
2. BUILDING LINES AND EASEMENTS SHOWN HEREON ARE BASED ON RECORDED SUBDIVISION PLATS OBTAINED BY THE SURVEYOR. THIS SURVEY DOES NOT DEPICT ADDITIONAL EASEMENTS OR RESTRICTIONS WHICH WOULD BE DISCLOSED BY A TITLE POLICY FOR THE SITE.
3. THE SURVEYOR CONTACTED J.U.L.I.E. FOR A DESIGN STAGE REQUEST FOR THIS SITE WHICH WAS ASSIGNED A DIG NUMBER OF A253221951. INQUIRIES WERE SENT OUT TO THE VARIOUS UTILITY COMPANIES REQUESTING MAPS AND/OR ATLASES OF THEIR RESPECTIVE FACILITIES. THE INFORMATION RECEIVED TO DATE IS SHOWN HEREON.
4. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM OBSERVED FIELD EVIDENCE AND EXISTING DRAWINGS, MAPS AND RECORDS SUPPLIED TO SURVEYOR. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION. THE SURVEYOR HAS PHYSICALLY LOCATED OBSERVED STRUCTURES AND MARKINGS; HOWEVER, HE HAS NOT PHYSICALLY LOCATED THE UNDERGROUND LINES.

BENCHMARKS

REFERENCE BENCHMARK
NGS DP 5479
LOCATED 1.40 FEET SOUTHEAST OF SOUTH SIDE OF US RIUTE 52 AND WYNSTONE DRIVE, AND 14.75 FEET NORTHWEST OF SUBDIVISION MONUMENT SIGN.
ELEVATION = 632.56

SITE BENCHMARK 1
CUT CROSS ON EAST SIDE OF CONCRETE BASE OF TRAFFIC SIGNAL MANHOLE NEAR THE NORTHWEST CORNER OF SUBJECT SITE.
ELEVATION = 589.30

SITE BENCHMARK 2
CUT CROSS ON TOP OF CURB ALONG SOTH SIDE OF SHALE ROAD NEAR THE SOUTHEAST CORNER OF SITE.
ELEVATION = 587.63

UTILITY CONTACTS

Cable
Comcast (Xfinity) – Martha Gieras
224–229–5862
Martha_gieras@cable.comcast.com

Electric
ComEd
Design – Privately Funded
Prt.il@usicllc.com
Design – Publicly Funded
PlanSubmittalsandMapRequests@exeloncorp.com

Gas
Nicor Gas
630–388–2362
gasmaps@nicor.com

Natural Gas/Kinder Morgan – Mark Cavasos
312–420–4363
Mark_cavasos@kindermorgan.com

Communications
AT&T / Distribution
g11629@att.com

Level 3 (Lumen) – Network Relocations
877–366–8344x2
nationalrelo@centurylink.com

Water / Sanitary / Storm
City of Joliet – Jose Garcia
815–724–4256xcell
jgarcia@joliet.gov

SURVEYOR CERTIFICATION

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THE ABOVE DESCRIBED PROPERTY WAS SURVEYED UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR ON NOVEMBER 21, 2025. ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A TOPOGRAPHIC SURVEY OR TOPOGRAPHIC MAP.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184–002778
LICENSE EXPIRES 4/30/2027

BY: _____ DATE: 11/25/2025
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/26

PROFESSIONAL LAND SURVEYOR
SCOTT C. KREBS
35-3509
AURORA, ILLINOIS
STATE OF ILLINOIS

2/19/2026 2:36 PM – J:\PSDATA\2025 PROJECTS\25.0309\25.0309 BNDY TOPO.DWG

PROJ. NO.: 25.0309

1 OF 2

SCALE: 1" = 40'

COMPASS SURVEYING LTD
ALTA SURVEYS ● TOPOGRAPHY ● CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT
1301 Shale Road
Joliet, Il.

CLIENT
Kimley»Horn
© 2025 KIMLEY–HORN AND ASSOCIATES, INC.
STREET ADDRESS
CITY, STATE ZIP CODE
WWW.KIMLEY–HORN.COM

DATE: 11/25/25	PC: JC	DRAWN BY: CJC	CHECKED BY: SK	BOOK 707 PG 16–19

NO.	REVISIONS	DATE	BY
1	PER CLIENT COMMENTS	2/19/26	CJC

BOUNDARY
AND TOPOGRAPHIC SURVEY

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

2/19/2026 2:36 PM – J:\PSDATA\2025 PROJECTS\25.0309\25.0309 BNDY TOPO.DWG

PROJ. NO.: 25.0309

1 OF 1

SCALE: 1" = 20'

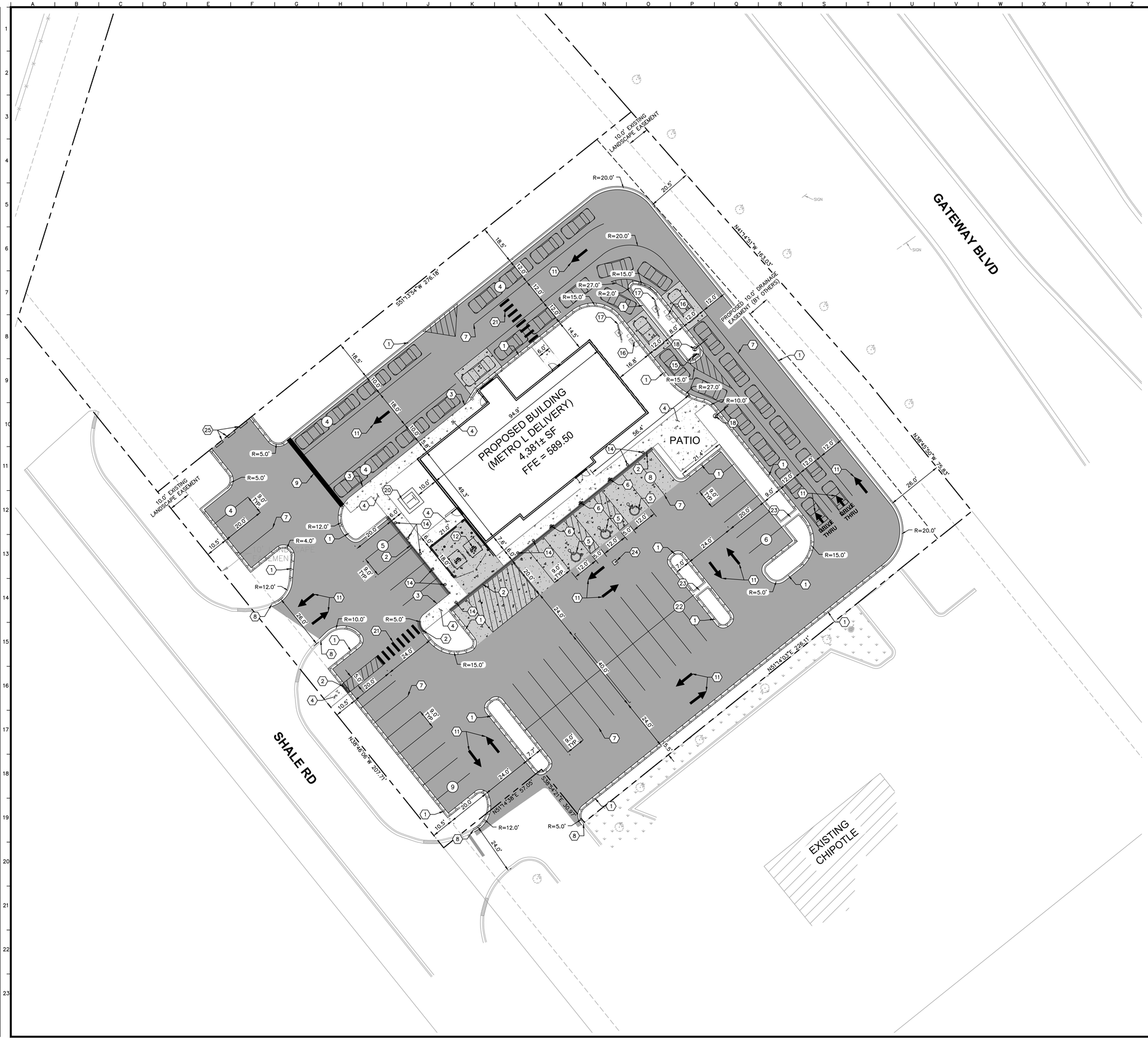
COMPASS SURVEYING LTD
ALTA SURVEYS ● TOPOGRAPHY ● CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT
1301 Shale Road
Joliet, Il.

CLIENT
Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
1100 W. JACKSON BOULEVARD, SUITE 1320
CHICAGO, IL. 60604
WWW.KIMLEY-HORN.COM

DATE: 11-25-25	PC: JC	DRAWN BY: CJC	CHECKED BY: SK	BOOK 707 PG 16-19

NO.	REVISIONS	DATE	BY



NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

Call Before You Dig
JULIE
1-800-892-0123

GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. RADII ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3-FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

SITE DATA TABLE

PROPERTY INFORMATION

PIN: 05-06-22-304-001-0000
ADDRESS: SHALE RD, JOLIET, IL 60431

TOTAL AREA: 1.50 ACRES

TOTAL DISTURBANCE AREA: 1.44 ACRES

PARKING SUMMARY:

MINIMUM PARKING SPACES REQUIRED*	=	18 SPACES
*1 SPACES PER 250 SF GFA (4,381 SF)		
PROPOSED STANDARD PARKING SPACES	=	51 SPACES
PROPOSED ACCESSIBLE PARKING SPACES	=	3 SPACES
TOTAL PARKING SPACES PROVIDED	=	54 SPACES
PROPOSED DRIVE-THRU STACKING SPACES	=	21 SPACES
PROPOSED ORDER WAITING SPACES	=	8 SPACES
PROPOSED "CURDSIDE" ORDER WAITING SPACES	=	4 SPACES

KEY NOTES

1. 6-INCH CONCRETE CURB & GUTTER, TYP. (SEE DETAILS)
2. CURB FLUSH WITH ADJACENT PAVEMENT
3. INTEGRAL CURB AND WALK (AROUND BUILDING, SEE DETAILS)
4. CONCRETE SIDEWALK, TYP. (SEE DETAILS)
5. ACCESSIBLE PAVEMENT MARKINGS, TYP. (SEE DETAILS)
6. ACCESSIBLE PARKING SIGN, TYP. (MUTCD R7-8, SEE DETAILS)
7. 4" WIDE PAINTED SOLID LINE, TYP.
8. CONNECT TO EXISTING PAVEMENT, SIDEWALK, CURB, TYP.
9. 24" WIDE STOP BAR, TYP. (SEE DETAILS)
10. "DO NOT ENTER" SIGN (SEE SIGNAGE PLANS FOR FOR DETAILS)
11. SITE DIRECTIONAL MARKINGS
12. TRASH ENCLOSURE (SEE ARCHITECTURAL PLANS FOR DETAILS)
13. PYLON SIGN (SEE SIGNAGE PLANS FOR DETAILS)
14. 6" BOLLARD, TYP. (SEE DETAILS)
15. PROPOSED PRE-MENU BOARD (SEE SIGNAGE PLANS FOR DETAILS)
16. PROPOSED MENU BOARD (SEE SIGNAGE PLANS FOR DETAILS)
17. PROPOSED ORDER CONFIRMATION SYSTEM (OCS, SEE SIGNAGE PLANS FOR DETAILS)
18. VEHICULAR HEIGHT DETECTOR (VHD, SEE SIGNAGE PLANS FOR DETAILS)
19. 3-FT TRANSITION CURB, TYP (SEE DETAILS)
20. TRANSFORMER PAD (FOR REFERENCE ONLY)
21. 5-FT WIDE PAINTED CROSSWALK (SEE DETAILS)
22. STOP SIGN (SEE DETAILS)
23. CONCRETE CURB CHANNEL (SEE DETAILS)
24. 2' X 2' CONCRETE COLLAR (SEE DETAILS)
25. IDOT TYPE III BARRICADES (SEE DETAILS)

PAVING AND CURB LEGEND

- STANDARD DUTY ASPHALT PAVEMENT — SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTIONS
- CONCRETE SIDEWALK — SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTIONS
- HEAVY DUTY CONCRETE PAVEMENT — SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTIONS
- STANDARD PITCH CONCRETE CURB AND GUTTER
- REVERSE PITCH CONCRETE CURB AND GUTTER
- CONCRETE DEPRESSED CURB AND GUTTER

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
111 WEST JACKSON BOULEVARD, SUITE 1320
CHICAGO, IL 60604
PHONE: 312-788-9445
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: LAD
DRAWN BY: OTD
CHECKED BY: JPM

NOT FOR CONSTRUCTION

Culver's

DRIVE THRU EXHIBIT

CULVER'S
1301 SHALE RD
JOLIET, IL 60431

ORIGINAL ISSUE: 12/12/2025
KHA PROJECT NO. 168974047
SHEET NUMBER
EXH.

Drawing name: K:\CHI_LDEV\168974047_Culver's_Joliet_IL\2 Design\CAD\PlanSheets\C3.0 - SITE PLAN.dwg C3.0 Mar 06, 2026 12:29pm by: Oscar.Duda
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 170-26

File ID: 170-26 **Type:** License and Permit **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/03/2026

Department: Public Works **Final Action:**

Title: Application for a Drive Thru Permit for a Culver's Restaurant at 1301 Shale Road

Agenda Date: 03/16/2026

Attachments: 1301 Shale Culvers Drive Thru Permit Application.docx, 1301 Shale Culvers Drive Thru Request Letter.pdf, 1301 Shale Culvers Drive Thru ALTA Survey.pdf, 1301 Shale Culvers Drive Thru Exhibit.pdf

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/4/2026	Greg Ruddy	Approve	3/6/2026
1	2	3/5/2026	Todd Lenzie	Approve	3/6/2026
1	3	3/13/2026	Beth Beatty	Approve	3/9/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 174-26 **Agenda Date:**3/16/2026

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Resolution Authorizing a Memorandum of Understanding Between the City of Joliet and D Construction Inc., for Temporary Use of City-Owned Property for IDOT's Cass Street Bridge Project

BACKGROUND:
The Illinois Department of Transportation (IDOT) is undertaking a rehabilitation project on the Cass Street bridge. The contractor for the project, D Construction Inc., has requested permission to temporarily stage equipment and materials needed for this project on City-owned property along the east side of the Des Plaines river wall.

The Public Service Committee will review this matter.

CONCLUSION:
The attached Resolution and supporting agreement present the terms and conditions under which the contractor will be allowed to temporarily use the City-owned property for construction staging.

RECOMMENDATION:
It is recommended that the Mayor and City Council approve the attached Resolution authorizing a memorandum of understanding between the City of Joliet and D Construction Inc., for temporary use of City-owned property.

powered by Legistar™

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF JOLIET TO ENTER INTO A MOU FOR THE TEMPORARY USE OF CITY-OWNED PROPERTY

WHEREAS, the Illinois Department of Transportation ("IDOT") is undertaking repairs to the Cass Street Bridge and its contractor, D Construction, Inc. ("Contractor"), has requested permission to temporarily stage equipment and materials on City-owned property identified as PIN 30-07-09-429-014-0000 ("the Property"); and

WHEREAS, the Property consists of five lots owned by the City and access to and from the Property will occur via Webster Street; and

WHEREAS, IDOT has entered into an agreement with Contractor for the Cass Street Bridge improvement project, and the City has received and reviewed the relevant IDOT agreement, which is substantially similar to and consistent with the use contemplated in the proposed MOU, and such IDOT agreement is attached hereto as **Exhibit A**; and

WHEREAS, the City desires to allow Contractor to use the Property for staging subject to the terms and conditions set forth in the proposed Memorandum of Understanding ("MOU"), attached hereto as **Exhibit B**, including indemnification, insurance obligations, restoration of the Property, and explicit acknowledgement that Contractor's employees are not employees of the City and that Contractor shall maintain and be solely responsible for workers' compensation coverage; and

WHEREAS, the City of Joliet is a home rule municipality under Article VII, Section 6 of the Illinois Constitution and may exercise any power and perform any function pertaining to its government and affairs, including the authority to regulate, manage, and permit the use of its real property, except as limited by the General Assembly; and

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 foregoing recitals are hereby adopted and incorporated as findings of the City Council.

Section 2: The City Manager is hereby authorized to execute the IDOT agreement, which is substantially the same as Exhibit A, and the MOU, which is substantially similar as Exhibit B. 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 _____, 2026

_____	_____
MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

Illinois Department of Transportation

Waste/Use Site Review

Contractor Supplied Information

A. Submittal Date: 01/23/26

Contracting Agency: ☒ District Office ☐ Aeronautics ☐ Local Agency ☐ Other

Addendum #:

Previous survey request(s) submitted for this site? ☐ Yes ☒ No

Date(s) of Prior Submittal(s):

B.

Route	Marked	County(ies)	District
FAP Route607	N/A	Will	1

Section	Project Number	Job Number		Contract Number
2018-067-BR	NHPP-MME4(425)	P-	C-91-410-20	62M79

C. Will the use site require excavation more than 6 inches in depth? ☐ Yes ☒ No

If yes, written approval from the BDE Cultural Resources Unit may be required.

If no, written approval from the BDE Cultural Resources Unit is not required.

D. ☐ Waste / ☒ Use Site (Legal Description - indicate section, subsection, township, range, and street address, if available.)

N Joliet st , W Webster st Joliet, IL 60431

Latitude	Longitude	County(ies)
41.5282736	-88.0854221	Will

E. Waste/Use Site Size: _____ acres (_____ ha)

Current Land use (Check each which applies): ☐ Existing ROW ☐ Outside ROW ☐ Row Crops ☐ Pasture ☒ Other (Describe)

Parking Lot , City of Joliet Parcel # 3007094290140000

F. Is tree removal required? ☐ Yes ☒ No If yes, the number of _____ to be removed.

Note: If tree removal will occur, all the following conditions shall be met:

- All tree removal is within 100 feet from the existing edge of road pavement or railroad surface AND
- The project must include a commitment for tree removal activities to be limited between October 1st and March 31st.

G. The request is number 1 of 1 requests for this project.

H.

Name of Contractor	Contact Person	Phone
"D" Construction Inc.	Matt Lapoint	(815) 518-3119

Address	City	State	Zip Code
1488 S. Broadway St	Coal City	IL	60416

Name of Resident Engineer	Phone	E-mail
Helene Maldonado		

Attachments Required:

1. **Ground Level Color Photos**
2. **U.S.G.S. 7.5' Topo.Quad. Map**
3. **Aerial Photo**
4. **Landowner Agreement (See page 2)**
5. **Sketched Map with Landmarks**

Landowner Agreement

To whom it may concern:

I (we),

City of Joliet / 150 W. Jefferson St. Joliet, IL 60432

(Name and Address of Property Owner)

owner(s) of said property, located:

N Joliet St , W Webster St Joliet, IL 60431 / T.35N. R.10E. Sec.9 SE / Will County

(Indicate location of property by county, section, sub-section, township, range)

do hereby grant to the Contractor,

"D" Construction Inc. / 1488 S. Broadway St. Coal City, IL 60416

(Name and Address of Contractor)

permission to deposit said materials from the construction project (Contract # 62M79) on my property.

(Signature of Property Owner)

(Name of Property Owner)

(Street Address of Property Owner)

(City, State, Zip Code of Property Owner)

(Phone Number of Property Owner)

District Resource Review

To be filled out by District Environmental Coordinator (See Section 27-2 of the BDE Manual for more information)

1. If the answer to part C was "yes", has the site been cleared for cultural resources within the last five years?

   ☐ Yes ☐ No

   If no, submit to BDE for cultural clearance.
   If yes, site is considered previously approved for cultural resources per Section 27-2.03(c)2 of the BDE Manual.

2. Has the Waste/Use site been cleared utilizing TREC within the last two years?

   ☐ Yes ☐ No

   If yes, the previous approval is valid for 2 years per Section 27-2.03(c)3

   If no, screen the Waste/Use site utilizing TREC for the following resources:

- State or Federally listed threatened or endangered species
- Illinois Natural Area Inventory Sites (INAI)
- Nature Preserves
- Prairies
- Rusty Patched Bumblebee High Potential Zone
- National Wetland Inventory
- Hydric Soils
- Within 0.5 miles from a Northern Long-eared bat or Indiana bat hibernaculum
- National River Inventory

Screening Results

☐ The TREC report indicated no resources of concern present; therefore, the site is approved. The district shall sign the certification statement below and keep this documentation with the TREC report in the project file.

☐ If the TREC reported indicated resource(s) of concern but met the following situational site exemptions discussed in Section 27-2.03 (c)3 (check applicable box(es) below:)

- ☐ The land use is marked Row Crops or Pasture and the only resource is hydric soils,
- ☐ There is no tree removal, but the TREC screening identified listed bats in the site vicinity and no other resources are present, and
- ☐ The TREC screening identified listed fish and/or mussels in the site vicinity, there are no additional resources present and there is no stream on or adjacent to the site/property.
- ☐ The TREC report indicated resource are present and the site does not meet any the above applicable situational site exemptions; therefore, the site is denied and another site shall be submitted. If further consideration of the site is desired, the site must be submitted for further review and Site Response Letter will be issued by BDE.

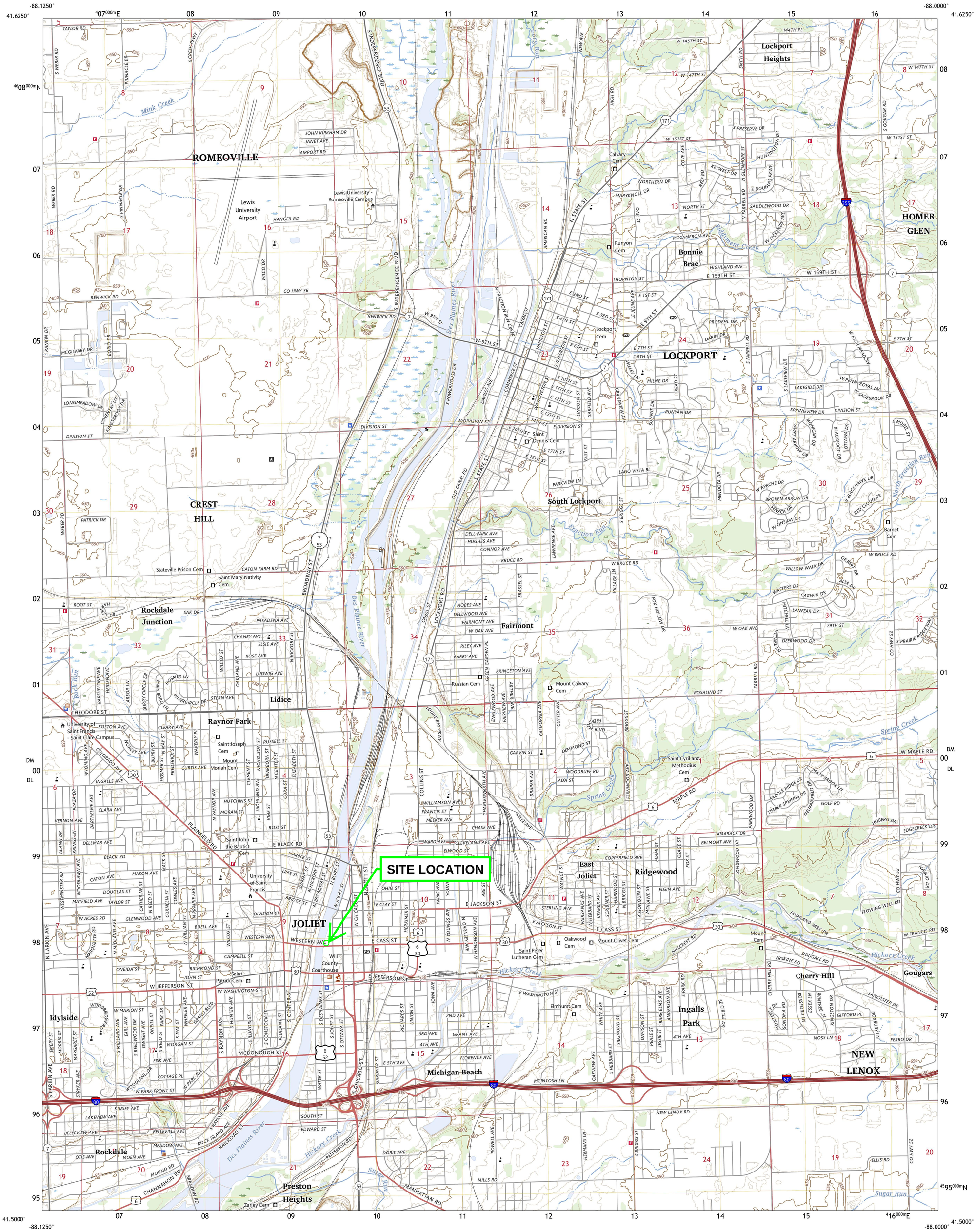
District Environmental Coordinator Signature & Date

Ground Level Color Photo

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

The National Map
US Topo

JOLIET QUADRANGLE
ILLINOIS - WILL COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid:Universal Transverse Mercator, Zone 16T

This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands.

Imagery....NAIP, August 2019 - August 2019
Roads.... U.S. Census Bureau, 2017
Names....GNIS, 1980 - 2023
Hydrography....National Hydrography Dataset, 2002 - 2022
Contours....National Elevation Dataset, 2016
Boundaries....Multiple sources; see metadata file 2021 - 2022
Public Land Survey System....BLM, 2020
Wetlands....FWS National Wetlands Inventory Not Available

MN
GN
3°44′
66 MILS
0°42′
12 MILS

UTM GRID AND 2023 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

U.S. National Grid
100,000 - m Square ID
DM
DL
Grid Zone Designation 16T

SCALE 1:24 000

KILOMETERS 1 0.5 0 1 2
METERS 1000 500 0 1000 2000
MILES 1 0.5 0 1
FEET 1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000

CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the National Geospatial Program US Topo Product Standard.

ILLINOIS
QUADRANGLE LOCATION

1	2	3
4		5
6	7	8

ADJOINING QUADRANGLES

1 Normantown
2 Romeoville
3 Sag Bridge
4 Plainfield
5 Mokena
6 Channahon
7 Elwood
8 Manhattan

ROAD CLASSIFICATION

Expressway
Secondary Hwy
Ramp
Local Connector
Local Road
4WD
Interstate Route
US Route
State Route

JOLIET, IL
2024

NSN, 7643016365396
NGA REF NO. USGSX24K22743

Aerial Photo

Sketched Map with Landmarks

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Joliet, a municipal corporation organized under the laws of the State of Illinois ("City"), and D Construction, Inc., an Illinois corporation engaged by the Illinois Department of Transportation ("Contractor") for the Cass Street Bridge repair project.

I. Purpose

The purpose of this MOU is to permit Contractor to use City-owned property identified as PIN 30-07-09-429-014-0000 (the "Property") for the temporary staging of equipment and materials necessary for the Cass Street Bridge project. Access to and from the staging area shall be via Webster Street, unless otherwise agreed in writing.

II. Term

This MOU shall commence on [Start Date] and shall terminate on [End Date] or upon completion of the Cass Street Bridge project, whichever occurs first, unless terminated earlier as provided herein.

III. Use of Property

Contractor may use the Property solely for staging equipment and materials related to the Cass Street Bridge project. No other use is permitted without prior written consent of the City. Contractor shall not store hazardous materials or conduct fueling operations on the Property.

IV. Removal and Restoration

Contractor shall remove all equipment, materials, and debris from the Property within thirty (30) days of receiving written notice from the City or upon termination of this MOU. Upon removal, Contractor shall restore the Property to its original condition or better, including repairing any damage caused during use.

V. Insurance and Indemnification

Contractor shall maintain commercial general liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, naming the City as an additional insured. Contractor shall also maintain workers' compensation insurance in compliance with Illinois law for all employees and subcontractors engaged in work under this MOU. Contractor agrees that any employee or subcontractor using the Property is not an employee of the City of Joliet, and the City shall have no responsibility for any workers' compensation claims arising from Contractor's use of the Property. Proof of all required insurance shall be provided prior to occupancy. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all claims, damages, liabilities, or expenses arising out of Contractor's use of the Property.

VI. Compliance with Laws

Contractor shall comply with all applicable laws, regulations, and ordinances, including environmental and safety requirements.

VII. Termination

Either party may terminate this MOU upon thirty (30) days' written notice. The City may terminate immediately if Contractor's use poses a threat to public health, safety, or City operations.

VIII. Assignment

Contractor shall not assign or transfer any rights under this MOU without prior written consent of the City.

IX. Notices

All notices shall be in writing and delivered by certified mail or email to the addresses designated by each party.

X. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Illinois, with venue in Will County.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates set forth below.

City of Joliet	**D Construction**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 174-26

File ID: 174-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/03/2026

Department: Public Works **Final Action:**

Title: Resolution Authorizing a Memorandum of Understanding Between the City of Joliet and D Construction Inc., for Temporary Use of City-Owned Property for IDOT's Cass Street Bridge Project

Agenda Date: 03/16/2026

Attachments: Resolution, 3_ExhA_Agmt for Temp Use_D Constr_Cass St Bridge.pdf, 4_ExhB_MOU for Temp Use_D Constr_Cass St Bridge.docx

Entered by: gtierney@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/4/2026	Greg Ruddy	Approve	3/6/2026
1	2	3/4/2026	Kevin Sing	Approve	3/6/2026
1	3	3/5/2026	Todd Lenzie	Approve	3/6/2026
1	4	3/13/2026	Beth Beatty	Approve	3/9/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 175-26 **Agenda Date:**3/16/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176077 for the 2026 Water Main Replacement Program

BACKGROUND:
On December 20, 2022 the Mayor and City Council approved Ordinance No. 18446 authorizing the City of Joliet to borrow funds up to $327,000,000.00 from the IEPA Public Water Supply Loan Program (PWSLP) for drinking water related capital improvement projects. One (1) of the projects identified to be funded with PWSLP funding is the 2026 Water Main Replacement Program. In January 2026, the City submitted a loan application to IEPA for the project. IEPA has approved the City's loan application and has provided a loan agreement, in the amount of $59,421,633.55, at a simple interest rate of 2.16% for a 30-year term. The Public Service Committee will review this matter.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution authorizing the City's Authorized Representative to accept and sign the loan agreement and any future documents associated with the loan as required.

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RESOLUTION NO.

RESOLUTION ACCEPTING ILLINOIS ENVIRONMENTAL PROTECTION AGENCY LOW INTEREST LOAN L176077 FOR THE 2026 WATER MAIN REPLACEMENT PROGRAM

WHEREAS, the City has approved Resolution 7613 committing to completion of a non-revenue water reduction plan which includes annual water main replacement for years 2022-2030; and,

WHEREAS, the City has received planning approval from IEPA for the 2023-2030 water main replacement program; and,

WHEREAS, the City has approved Ordinance 18446 authorizing the City of Joliet to borrow funds from the IEPA Public Water Supply Loan Program (PWSLP) for engineering and construction of the work; and,

WHEREAS, the City submitted a loan application which has been approved by IEPA in the amount of $59,421,633.55 at a simple interest rate of 2.16% for a 30-year term.

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

SECTION 1: The City's Authorized Representative is hereby authorized to accept the loan for L176077 2026 Water Main Replacement project in the amount of $59,421,633.55.

SECTION 2: The City's Authorized Representative is hereby authorized to sign the loan agreement and any future documents associated with the loan as may be required.

PASSED this 16th day of March, 2026.

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

LENDER:
Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
2520 West Iles Avenue
Springfield, IL 62794-9276

RECIPIENT:
City of Joliet
150 West Jefferson Street
Joliet, IL 60432-4158

FEIN: 366088568

TERMS OF THE LOAN

			Estimated Dates
Loan Amount:	$59,421,633.55	Construction start:	04/17/2026
Principal Forgiveness:	$0.00	Construction complete:	12/13/2026
Repayment Amount:	$59,421,633.55	Initiation of operation:	11/13/2026
Annual fixed loan rate:	2.16%	Initiation of repayment period:	11/13/2026
Term:	30 years	First repayment due:	05/13/2027
Repayments:	Semi-Annual	Final repayment due:	11/13/2056

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Public Water Supply Loan Program (35 Ill. Adm. Code 662) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.

	Director	James Jennings	
Agency Signature	Title	Name	Date

This offer must be accepted on or before 04/17/2026.

Acceptance on behalf of the Borrower

Authorized Representative (Signature) Date

Name and Title of Authorized Representative (Type or Print)

PROJECT DESCRIPTION

The City of Joliet will be installing approximately 98,900 lineal feet of watermain ranging in size from 4-inches to 20-inches in various locations throughout the City. This work includes replacing fire hydrants, valves, service lines, all restoration work and appurtenances along the project route. This work is covered by Illinois EPA Permit Numbers 0152-FY2026,0162-FY2026,0178-FY2026,0044-FY2026,0221-FY2026,0165-FY2026,0048-FY2026,0157-FY2026,0093-FY2026,0051-FY2026,0056-FY2026,0045-FY2026.

	TOTAL	ELIGIBLE
Design Engineering - Baxter & Woodman (Crystal Lake)	$2,158,400.00	$2,158,400.00
Construction Engineering - Baxter & Woodman (Crystal Lake)	$223,400.00	$223,400.00
Design Engineering - Burns & McDonnell Engineering Co., Inc.	$463,281.21	$140,400.00
Construction Engineering - Burns & McDonnell Engineering Co., Inc.	$8,695,575.46	$4,413,492.88
Construction - Austin Tyler Construction, LLC(Cunningham Ph 1)	$4,256,274.71	$4,161,323.76
Construction - Brandt Excavating, Inc.(Emerald Lawns Ph 2)	$4,817,000.45	$4,619,801.08
Construction - Len Cox and Sons Excavating(Forest Park Ph 4)	$3,475,515.69	$3,348,247.59
Construction - P. T. Ferro Construction, Inc.(Fourth & Eastern)	$3,601,647.55	$3,414,487.55
Construction - Austin Tyler Construction, LLC(Glenwood & West Acres)	$6,577,723.51	$6,577,723.51
Construction - Construction by CAMCO, Inc.(Heggie Park Ph 2)	$5,529,188.04	$5,038,665.07
Construction - D. Construction, Inc.(Larkin)	$9,302,064.21	$9,215,364.21
Construction - D. Construction, Inc.(Oneida)	$2,527,299.93	$2,345,024.93
Construction - Austin Tyler Construction, LLC(Twin Oaks Ph 2)	$2,069,538.60	$2,069,538.60
Construction - Len Cox and Sons Excavating(Virginia Ph 2)	$4,690,909.41	$4,237,978.08
Construction - Steve Spiess Construction, Inc.(Washington St.)	$5,127,743.16	$4,948,853.06
Construction - Construction by CAMCO, Inc.(York Ave.)	$1,005,084.16	$978,022.26
Other - The Herald News(Bid Advertisements)	$2,260.08	$2,260.08
Contingency	$1,528,650.89	$1,528,650.89
TOTAL	$66,051,557.06	$59,421,633.55

The loan amount is $59,421,633.55.

FUNDING SOURCES

$1,801,095.66 of Construction costs are associated with the lead service line replacement project and will be covered by the Public Water Supply loan number L176080.

$322,881.21 of Design Engineering and $4,282,082.58 of Construction Engineering costs are not associated with this phase of the watermain project and will be covered by other Public Water Supply loan projects.

$223,864.06 of Construction costs are associated with sewer work and will be covered by the City's local sewer fund and/or WIFIA funds provided to the City.

SPECIAL CONDITIONS

None

STANDARD CONDITIONS

Please see Attachment A.

Attachment A

Loan Recipient: City of Joliet
L176077

Loan Agreement –Standard Conditions
Illinois EPA Public Water Supply Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the loan recipient and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests shall be submitted quarterly and will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request as quickly as possible, but in no event later than dictated by Section 5 of the submitted Tax Compliance Certificate and Agreement, reimbursement from the Agency.

4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Suppport and Principal Payments.

a) In accordance with Ill. Adm. Code 662.210, the fixed rate is comprised of interest and loan support, both of which are established annually. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the Illinois EPA web site.

7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

8. CONSTRUCTION COMPLETION-- FINAL INSPECTION.

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the loan recipient shall forward one (1) copy of the final plans of record to the appropriate Agency regional field office and one (1) copy to the Agency's IFAS Post Construction Unit. In addition, a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit. The regional field office may contact the loan recipient to schedule a final inspection following submittal of the final plans of record.

9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final loan closing for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code «Admin_Code».460.

10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code «Admin_Code».510 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 15 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number number 66.468), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Drinking Water and Wastewater Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

a) All provisions of federal, State and local law.
b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.
c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C).

15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date. The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the Illinois EPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the Illinois EPA web site.

18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Sec. 1452(a)(4) of the federal Safe Drinking Water Act (42 U.S.C. 300j-12(a)(4)), as applicable, and the requirements of the Build America Buy America Act (BABA Act) in Public Law 117-58, Sections 70901 through 70952 (41 U.S.C. 8301 note), as applicable.

19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
b) New Restrictions on Lobbying at 40 CFR, Part 34
c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)
f) Section 504 of the Rehabilitation Act of 1973 - Prohibits exclusion and employment discrimination based on a disability.
g) Title VI of the Civil Rights Acts of 1964 - Prohibits discrimination or exclusion based on race, color, or national origin.
h) Archaeological and Historic Preservation Act, Pub. L. 113–287 and 54 U.S.C. 312501-312508
i) Native American Graves Protection and Repatriation Act (NAGPRA), Pub. L. 101-601 and 25 U.S.C. 3001-3013

21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the Illinois EPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the Illinois EPA website.

24. ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq)

For loans with an estimated total project cost of $500,000 or more, the loan recipient will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification whichever is less. Loan recipients will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20 (b). The loan recipient must ensure compliance for the life of the entire project, including the term of the loan and after the term ends, if applicable, and will be required to report on and certify its compliance.

a. The loan recipient will shall submit to Illinois EPA an IL Works Apprenticeship Initiative Budget Supplement form within 90 days of executing the loan agreement. The form is available at: https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx.

b. Compliance includes submitting quarterly reporting of apprenticeship goals until the project is complete even if the project extends beyond the original term of the loan agreement. Quarterly reports must be submitted to the Agency within 20 days after a quarter ends. Quarterly reports shall be submitted using the reporting form available at the website listed in 24a. (above).

c. All State contracts and grant agreements funding State contracts shall include a requirement that the contractor and subcontractor shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 175-26

File ID: 175-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/04/2026

Department: Public Utilities **Final Action:**

Title: Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176077 for the 2026 Water Main Replacement Program

Agenda Date: 03/16/2026

Attachments: Resolution, DRAFT-Joliet L176077 - Loan Agreement

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/6/2026	Allison Swisher	Approve	3/10/2026
1	2	3/6/2026	Kevin Sing	Approve	3/10/2026
1	3	3/6/2026	Todd Lenzie	Approve	3/10/2026
1	4	3/13/2026	Beth Beatty	Approve	3/10/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 176-26 **Agenda Date:**3/16/2026

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:
Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176080 for the 2026 Lead Water Service Line Replacement Program

BACKGROUND:
On December 20, 2022 the Mayor and City Council approved Ordinance No. 18446 authorizing the City of Joliet to borrow funds up to $327,000,000.00 from the IEPA Public Water Supply Loan Program (PWSLP) for drinking water related capital improvement projects. One (1) of the projects identified to be funded with PWSLP funding is the 2026 lead water service line replacement program. In January 2026, the City submitted a loan application to IEPA for the project. IEPA has approved the City's loan application and has provided a loan agreement, in the amount of $1,880,128.53, at a simple interest rate of 0.00% for a 30-year term. The Public Service Committee will review this matter.

RECOMMENDATION:
Based on the above, it is recommended that the Mayor and City Council adopt the attached Resolution authorizing the City's Authorized Representative to accept and sign the loan agreement and any future documents associated with the loan as required.

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RESOLUTION NO.

RESOLUTION ACCEPTING ILLINOIS ENVIRONMENTAL PROTECTION AGENCY LOW INTEREST LOAN L176080 FOR THE 2026 LEAD WATER SERVICE LINE REPLACEMENT PROGRAM

WHEREAS, replacement of lead water service lines is in the best interest of the public health for the residents of Joliet; and,

WHEREAS, the City has received planning approval from IEPA for a lead water service line replacement program; and,

WHEREAS, the City has approved Ordinance 18446 authorizing the City of Joliet to borrow funds from the IEPA Public Water Supply Loan Program (PWSLP) for engineering and construction of the work; and,

WHEREAS, the IEPA has approved the City's loan application in the amount of $1,880,128.53 at a simple interest rate of 0.00% for a 30-year term.

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

SECTION 1: The City's Authorized Representative is hereby authorized to accept the loan for L176080 2026 Lead Water Service Line Replacement Program in the amount of $1,880,128.53.

SECTION 2: The City's Authorized Representative is hereby authorized to sign the loan agreement and any future documents associated with the loan as may be required.

PASSED this 16th day of March, 2026.

MAYOR	**CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

LOAN AGREEMENT **DRINKING WATER PROJECT: L176080**

LENDER:

Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
2520 West Iles Avenue
Springfield, IL 62794-9276

RECIPIENT:

City of Joliet
150 West Jefferson Street
Joliet, IL 60432-4158

FEIN: 366088568

TERMS OF THE LOAN

			Estimated Dates
Total Loan Amount:	$1,880,128.53	Construction start:	04/17/2026
Principal Forgiveness:	$0.00	Construction complete:	12/13/2026
Repayment Amount:	$1,880,128.53	Initiation of operation:	11/13/2026
Annual fixed loan rate:	0.00%	Initiation of repayment period:	11/13/2026
Term:	30 years	First repayment due:	05/13/2027
Repayments:	Semi-Annual	Final repayment due:	11/13/2056

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Public Water Supply Loan Program To Provide Funding for Lead Service Line Replacement (35 Ill. Adm. Code 663) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.

	Director	James Jennings	
Agency Signature	Title	Name	Date

This offer must be accepted on or before 04/17/2026.

Acceptance on behalf of the Borrower

Authorized Representative (Signature) Date

Name and Title of Authorized Representative (Type or Print)

PROJECT DESCRIPTION

The City of Joliet will remove and replace approximately 210 lead service lines. No construction permits are required for this project.

	TOTAL	ELIGIBLE
Design Engineering - Burns & McDonnell Engineering Co., Inc.	$135,400.00	$0.00
Construction Engineering - Burns & McDonnell Engineering Co., Inc.	$4,438,492.88	$25,000.00
Construction - Austin Tyler Construction, LLC(Cunningham Ph 1)	$4,256,274.71	$79,993.95
Construction - Brandt Excavating, Inc.(Emerald Lawns Ph 2)	$4,817,000.45	$197,199.37
Construction - Len Cox and Sons Excavating(Forest Park Ph 4)	$3,475,515.69	$127,268.10
Construction - P. T. Ferro Construction, Inc.(Fourth & Eastern)	$3,601,647.55	$187,160.00
Construction - Construction by CAMCO, Inc.(Heggie Park Ph 2)	$5,529,188.04	$490,522.97
Construction - D. Construction, Inc.(Larkin)	$9,302,064.21	$50,360.00
Construction - D. Construction, Inc.(Oneida)	$2,527,299.93	$182,275.00
Construction - Len Cox and Sons Excavating(Virginia Ph 2)	$4,690,909.41	$280,364.27
Construction - Steve Spiess Construction, Inc.(Washington St.)	$5,127,743.16	$178,890.10
Construction - Construction by CAMCO, Inc.(York Ave.)	$1,005,084.16	$27,061.90
Contingency	$54,032.87	$54,032.87
TOTAL	$48,960,653.06	$1,880,128.53

The loan amount is $1,880,128.53.

OTHER FUNDING SOURCES/ COSTS EXCLUDED

In accordance with the Procedures for Issuing Loans from the Public Water Supply Loan Program To Provide Funding for Lead Service Line Replacement Title 35 Ill. Adm. Code 663 this loan qualifies for a 0.00% fixed interest rate and a loan term of 30 years.

The following costs are associated with the watermain replacement project and will be covered by the Public Water Supply loan number L176077:
$135,400 of Design Engineering; $4,413,492.88 of Construction Engineering; and $42,307,767.59 of Construction.

$223,864.06 of Construction costs are associated with sewer work and will be covered by the City's local sewer fund and/or WIFIA funds provided to the City.

SPECIAL CONDITIONS

1. The Illinois Environmental Protection Agency recommends that the utility flush the new service lines according to Section 4.4.1 of AWWA C810-17 and leave Attachment B with each customer as instructions for flushing of the interior plumbing.

STANDARD CONDITIONS

Please see Attachment A.

Attachment A

Loan Recipient: City of Joliet
L176080

Loan Agreement –Standard Conditions
Illinois EPA Public Water Supply Loan Program – Lead Service Line Replacement Activity

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the loan recipient and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests shall be submitted quarterly and will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request as quickly as possible, but in no event later than dictated by Section 5 of the submitted Tax Compliance Certificate and Agreement, reimbursement from the Agency.

4. REPAYMENT SCHEDULE

a) In accordance with Ill. Adm. Code 663.210, the fixed rate is 0.0000%.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below, less the amount of principal forgiveness as may be defined in the special condition(s) of this loan agreement. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

g) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the Illinois EPA web site.

7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

8. CONSTRUCTION COMPLETION

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs and the final number and addresses of lead service lines replaced. Within 90 days from the construction completion date the loan recipient shall forward one (1) copy of the final plans of record to the Agency's IFAS Post Construction Unit.

9. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 663.510 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 15 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

10. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.468), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Drinking Water and Wastewater State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

11. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

a) All provisions of federal, State and local law.
b) All provisions of 35 Ill. Adm. Code 663 with respect to fraud and other unlawful or corrupt practices.
c) All provisions of 35 Ill. Adm. Code 663 with respect to access to facilities, records and audit of records.

12. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 663.350(a)(9)(C).

13. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date. The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

14. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

15. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the Illinois EPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the Illinois EPA web site.

16. BUILD AMERICA BUY AMERICA

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Sec. 1452(a)(4) of the federal Safe Drinking Water Act (42 U.S.C. 300j-12(a)(4)), as applicable, and the requirements of the Build America Buy America Act (BABA Act) in Public Law 117-58, Sections 70901 through 70952 (41 U.S.C. 8301 note), as applicable.

17. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

18. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
b) New Restrictions on Lobbying at 40 CFR, Part 34
c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)
f) Section 504 of the Rehabilitation Act of 1973 - Prohibits exclusion and employment discrimination based on a disability.
g) Title VI of the Civil Rights Acts of 1964 - Prohibits discrimination or exclusion based on race, color, or national origin.
h) Archaeological and Historic Preservation Act, Pub. L. 113–287 and 54 U.S.C. 312501-312508
i) Native American Graves Protection and Repatriation Act (NAGPRA), Pub. L. 101-601 and 25 U.S.C. 3001-3013

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By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

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as directed. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

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For loans with an estimated total project cost of $500,000 or more, the loan recipient will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification whichever is less. Loan recipients will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20 (b). The loan recipient must ensure compliance for the life of the entire project, including the term of the loan and after the term ends, if applicable, and will be required to report on and certify its compliance.

a. The loan recipient will shall submit to Illinois EPA an IL Works Apprenticeship Initiative Budget Supplement form within 90 days of executing the loan agreement. The form is available at: https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx.

b. Compliance includes submitting quarterly reporting of apprenticeship goals until the project is complete even if the project extends beyond the original term of the loan agreement. Quarterly reports must be submitted to the Agency within 20 days after a quarter ends. Quarterly reports shall be submitted using the reporting form available at the website listed in 24a. (above).

c. All State contracts and grant agreements funding State contracts shall include a requirement that the contractor and subcontractor shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel.

ATTACHMENT B

CUSTOMER FLUSHING AFTER LEAD SERVICE LINE REPLACEMENT

The replacement of lead service lines may temporarily increase lead concentrations in drinking water due to the release of metal from scale on pipes in the home that have not been replaced. The lead concentration should decrease after time. The contractor has flushed the new service line to your home. It is strongly recommended that the interior plumbing also be flushed now that that the new service line is installed. See the flushing procedure below that is recommended by the American Water Works Association.

INSTRUCTIONS FOR CUSTOMER FLUSHING OF INTERIOR PLUMBING

1. Find all the faucets that will drain, including the basement and all floors in your house.

2. Remove aerators and screens whenever possible, including the shower heads, from all faucets you plan to flush.

3. Include the laundry tubs, hose-bibs, bathtubs, and showers as flushing points.

4. After all the aerators are off, open the faucets in the basement or lowest floor in the house. Leave all faucets running at highest rate possible, using cold water.

5. After the faucets are all open in lowest floor, open the faucets on next highest floor of the house. Continue until faucets are open on all floors.

6. After all faucets are opened, leave the water running for at least 30 minutes.

7. After 30 minutes, turn off the first faucet you opened and continue to turn off other faucets in the same order you turned them on.

8. Clean aerators/screens at each faucet. You may need to replace screens/aerators if too old or worn.

WATER TESTING FOLLOWING REPLACEMENT

Approximately one month after service line replacement, collection of a sample for lead testing is recommended. The sample should be a first-draw sample after water has not been used for at least 6 hours. The sample must be collected from a tap used frequently inside the home, preferably from the kitchen. Collect the sample with the aerator on, at maximum flow, and in a wide-mouth sample bottle.

As a precaution, until the sample is collected and analyzed, the customer should do a mini-flush of premise plumbing by running tap water each morning or when the water sits in the pipe for at least 6 hours. Flush for 5 minutes to displace water that has been sitting in the pipes inside the house and in the service line. This could include taking a shower, running the dishwasher, flushing a toilet, collecting water for plants/garden, or running the faucet. The customer should do this before using any water for drinking, cooking, infant formula, and so on. Daily mini-flushes should continue for six months or until lead sample results show the lead level is below the regulatory guideline. The customer should clean debris from aerators and screens once a month for six months. After six months, clean debris twice a year.

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 176-26

File ID: 176-26 **Type:** Resolution **Status:** Agenda Ready

In Control: City Council Meeting **File Created:** 03/04/2026

Department: Public Utilities **Final Action:**

Title: Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176080 for the 2026 Lead Water Service Line Replacement Program

Agenda Date: 03/16/2026

Attachments: Resolution, DRAFT - Joliet L176080 - Loan Agreement

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/6/2026	Allison Swisher	Approve	3/10/2026
1	2	3/6/2026	Kevin Sing	Approve	3/10/2026
1	3	3/6/2026	Todd Lenzie	Approve	3/10/2026
1	4	3/13/2026	Beth Beatty	Approve	3/10/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-9598 **Agenda Date:**3/16/2026

C I T Y O F J O L I E T

INTEROFFICE MEMORANDUM

February 13, 2026

TO: **Public Service Committee**

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

SUBJECT: **Report on Utilities' Maintenance Activities**

The following maintenance activities have been conducted since last reported at the February 2, 2026, Public Service Meeting:

Hydrant Repairs: Four fire hydrants have been repaired. There are currently 75 out of service hydrants (0.9% of 8351) and 67 hydrants that are operational but need repairs (0.8% of 8351).

Valve Repairs: Three valves have been reset or repaired.

Water Main Breaks: Thirteen main water breaks have been repaired. For 2026 there have been a total of 21 water main breaks. For the same period of time, we had 34 water main breaks in 2025, 37 in 2024, 19 in 2023, 69 in 2022, 53 in 2021, 17 in 2020, 63 in 2019, and 76 in 2018.

There were two new contracted services. On January 29th, Camco completed a valve repair at the intersection of Connor Ave and State Street due to the depth of the excavation. On February 3rd, at 106 Old Elm and Rt 53, Camco completed a water main break repair due to the complexity of the repair.