



City of Joliet

Public Service Committee

Meeting Agenda

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

Monday, March 17, 2025

4:30 PM

City Hall, Council Chambers

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

ROLL CALL

APPROVAL OF MINUTES

Public Service Minutes 03/03/2025

[TMP-8314](#)

Attachments: [03032025 Public Service Minutes.pdf](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

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

CONTRACTS

Award of Contract for the 2025 Public Works Landscape Restoration Program to Allied Landscaping Corporation in the Amount of \$50,201.00

[184-25](#)

Attachments: [Approver Report](#)

Award of Contract for the Lois Place Lift Station Rehabilitation Project to Airy's Inc. in the Amount of \$949,849.00 and Amendment No. 1 for Construction Engineering Services to Trotter and Associates Inc. in the Amount of \$94,950.00 [185-25](#)

Attachments: [Approver Report](#)

Award of Contract for the 2025 Traffic Signal Materials Purchase Order No. 1 to Traffic Control Corporation in the Amount of \$228,214.00 [186-25](#)

Attachments: [Approver Report](#)

Award of Contract for the 2025 Traffic Signal Materials Purchase Order No. 2 to Traffic Control Corporation in the Amount of \$72,735.00 [187-25](#)

Attachments: [Approver Report](#)

Award of Contract Extension for the 2023-2027 Landscape Maintenance Services (Utilities) Program to Ramiro Guzman Landscaping in the Amount of \$133,877.71 [188-25](#)

Attachments: [Approver Report](#)

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

Attachments: [Approver Report](#)

Professional Services Agreement for Safety Consulting Services to Sheffield Safety & Loss Control LLC in the Amount of \$485,675.00 [194-25](#)

Attachments: [Sheffield PSA 2025 Combined.pdf](#)
[Approver Report](#)

Professional Services Agreement for the Meter Asset Management Program to Core & Main LP in the Amount of \$469,727.00 [195-25](#)

Attachments: [Agreement for Professional Services -Xylem Vue.pdf](#)
[Approver Report](#)

Purchase of ISCO Flow Metering Equipment from Gasvoda & Associates, Inc. in the Amount of \$46,384.00 [196-25](#)

Attachments: [Approver Report](#)

Award of Contract for Heggie Park Phase 1 Water Main Improvements Project to PT Ferro Construction Co. in the Amount of \$7,895,977.38 [203-25](#)

Attachments: [2025 WM Project Locations Heggie Park Phase 1.pdf](#)
[Approver Report](#)

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Amendment No. 2 for the Phase I Engineering Services for the Theodore Street over Rock Run Creek Improvement Project - MFT Section No. 19-00522-00-BR to Ciorba Group, a Deduction in the Amount of (\$13,309.56), and Payment Request No. 20 and Final in the Amount of \$2,939.09 [198-25](#)

Attachments: [Approver Report](#)

Change Order No. 1 for the Spring Creek Phase 1 Water Main Improvements Project to Austin Tyler Construction, Inc. in the Amount of \$153,675.21 [199-25](#)

Attachments: [Approver Report](#)

Change Order No. 2 for the Collins Street Water Main Improvements Project to Austin Tyler Construction, Inc. for a Decreased Amount of (\$523,574.56) and Pay Estimate No. 8 and Final in the Amount of \$1,024,211.90 [200-25](#)

Attachments: [Approver Report](#)

Amendment No. 1 to the Professional Services Agreement for the 2026 Water Main Rehabilitation Program for Detailed Design Services to Baxter & Woodman Inc. in the Amount of \$1,292,000.00 [204-25](#)

Attachments: [2026 WM Project Locations.pdf](#)
[Approver Report](#)

ORDINANCES AND RESOLUTIONS

Ordinance Authorizing the City of Joliet to Borrow Funds from the IEPA Public Water Supply Loan Program for Joliet Water System Improvements Required for Implementation of the Alternative Water Source Program [215-25](#)

Attachments: [debt authorizing ordinance joliet 20250305.docx](#)
[Approver Report](#)

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

Attachments: [Resolution](#)
[1. 500-504 Chicago Street Affidavit of Title.pdf](#)
[2. 500-504 Chicago Street Alta.pdf](#)
[3. 500-504 Chicago Street Temporary Easement.pdf](#)
[4. 500-504 Chicago Street Permanent Easement.pdf](#)
[5. 500-504 Chicago Street Easement Plat.pdf](#)
[Approver Report](#)

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

Attachments: [Resolution](#)
[Resolution-1P1023.pdf](#)
[1P10122PE.pdf](#)
[1P10122TE.pdf](#)
[1P10123PE.pdf](#)
[Approver Report](#)

Resolution Authorizing Acquisition of Real Estate from Larkin Professional Centre LLC (Partial PIN 30-07-06-422-013-0000) for the Lois Place Lift Station Rehabilitation Project in the Amount of \$22,500.00 [221-25](#)

Attachments: [Resolution](#)
[240228 LOIS PLACE SUBPLAT.pdf](#)
[Approver Report](#)

Resolution Appropriating Motor Fuel Tax Funds for the 2025 Pavement Marking Program - MFT Section No. 25-00571-00-ST [222-25](#)

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

Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176076 for the 2025 Water Main Replacement Program [223-25](#)

Attachments: [Resolution](#)
[Joliet-6076-Loan Agreement-3-5-2025.pdf](#)
[Approver Report](#)

Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176079 for the 2025 Lead Water Service Line Replacement Program [224-25](#)

Attachments: [Resolution](#)
[Joliet-L176079-Loan Agreement-3-5-2025.pdf](#)
[Approver Report](#)

Resolution Declaring Certain City of Joliet Property as Surplus [225-25](#)

Attachments: [Resolution](#)
[SURPLUS LIST 02-2025.pdf](#)
[Approver Report](#)

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

PUBLIC COMMENT

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

ADJOURNMENT

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



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8314

Agenda Date: 3/17/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Monday, March 3, 2025

4:30 PM

City Hall, Council Chambers

Public Service Committee

Committee Members

Councilman Larry E. Hug, Chairman

Councilman Pat Mudron

Councilwoman Sherri Reardon

ROLL CALL

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

ALSO PRESENT:

Greg Ruddy - Director of Public Works, Sean Mikos - Deputy Director Engineering, Allison Swisher - Director of Public Utilities, Anthony Anczer - Deputy Director Engineering, Councilwoman Jan Quillman, Will Jernigan - Cavanaugh, Tory Wagoner - Cavanaugh

APPROVAL OF MINUTES

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to approve the February 18, 2025 Public Service Minutes. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

Public Service Minutes 02/18/2025

[TMP-8261](#)

Attachments: [02182025 Public Service Minutes.pdf](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

Councilwoman Quillman stepped up but indicated that she will address the matter when ID-2098-20 is addressed.

CONTRACTS

Award of Professional Services Agreement for the 2025 Sanitary Sewer Investigations Program, to RJN Group Inc. in the Amount of \$539,650.00

[ID-2094-20](#)

Attachments: [Joliet 2025 Sewer Investigations Program Proposal.pdf](#)

Anthony Anczer, Deputy Director Engineering, discussed the Award of Professional Services Agreement for the 2025 Sanitary Sewer Investigations Program, in the amount of \$539,650.00, to RJN Group Inc.

Advanced Traffic Management System - Phase B - Network Switch Materials Purchase Order No. 1 - MFT Section Number 21-00546-04-TL - To Heartland Business Systems in the Amount of \$79,430.81

[ID-2095-20](#)

Sean Mikos, Deputy Director of Engineering, discussed the Advanced Traffic Management System - Phase B - Network Switch Materials Purchase Order No. 1 - MFT Section Number 21-00546-04-TL - in the amount of \$79,430.81, to Heartland Business Systems.

Award of Professional Services Agreement for the 2025 Water Loss Control Technical Assistance Program to Cavanaugh & Associates PA in the Amount of \$511,140.00

[ID-2096-20](#)

Attachments: [PSA - 2025 Water Loss Program - COJ Contract & Cavanaugh Proposal.pdf](#)

Anthony Anczer discussed the Award of Professional Services Agreement for the 2025 Water Loss Control Technical Assistance Program, in the amount of \$511,140.00, to Cavanaugh & Associates PA.

Award of Professional Services Agreement for Water Treatment Residual Rule Compliance Assistance to Duffield Consulting Engineers LTD in the Amount of \$63,874.00 [ID-2097-20](#)

Attachments: [Agreement for Professional Services - Duffield.pdf](#)

Allison Swisher, Director of Public Utilities, discussed the Award of Professional Services Agreement for Water Treatment Residual Rule Compliance Assistance, in the amount of \$63,874.00, to Duffield Consulting Engineers LTD.

Award of Contract for the Wesmere Valve Bolts Replacement Project to Stip Bros Excavating Inc. in the Amount of \$1,139,875.00 [ID-2098-20](#)

Anthony Anczer discussed the Award of Contract for the Wesmere Valve Bolts Replacement Project, in the amount of \$1,139,875.00, to Stip Bros Excavating Inc. Councilwoman Quillman addressed the concerns she has regarding this item.

Item continued awaiting review from the Legal Department.

This item was forward without recommendation.

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

Purchase and Upfit of Twenty-Two (22) Ford 2025 Ford Explorer Pursuit Interceptor Vehicles, Twenty-One (21) for the Police Department and One (1) for the Fire Department, in an Amount Not to Exceed \$1,428,002.70 [ID-2099-20](#)

Greg Ruddy, Director of Public Works, discussed the Purchase and Upfit of Twenty-Two (22) Ford 2025 Ford Explorer Pursuit Interceptor Vehicles, Twenty-One (21) for the Police Department and One (1) for the Fire Department, in an amount not to exceed \$1,428,002.70.

Award of Contract for the Fairmont Water and Sewer Extension Project to Steve Spiess Construction Inc. in the Amount of \$2,055,015.08 and Amendment No. 1 to the Professional Services Agreement for the Engineering Design Services for Fairmont Water and Sewer Extension Project to V3 Companies in the Amount of \$150,000.00 [ID-2100-20](#)

Anthony Anczer discussed the Award of Contract for the Fairmont Water and Sewer Extension Project, in the amount of \$2,055,015.08 and Amendment No. 1 to the Professional Services Agreement for the Engineering Design Services for Fairmont Water and Sewer Extension Project to V3 Companies in the amount of

\$150,000.00, to Steve Spiess Construction Inc.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend ID-2094-20, 2095-20, 2096-20, 2097-20, 2099-20, and 2100-20 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

Change Order No. 1 for the Broadway, Center, and Western Water Main Improvements Project to PT Ferro Construction Co. for Adjustment of Project Completion Dates

[ID-2101-20](#)

Anthony Anczer discussed the Change Order No. 1 for the Broadway, Center, and Western Water Main Improvements Project to PT Ferro Construction Co. for adjustment of project completion dates.

Change Order No. 2 for the Parkview North Water Main Improvements Project to PT Ferro Construction Co. for a Decreased Amount of (\$370,112.94)

[ID-2102-20](#)

Anthony Anczer discussed the Change Order No. 2 for the Parkview North Water Main Improvements Project, for a decreased amount of (\$370,112.94), to PT Ferro Construction Co.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to recommend ID-2101-20, and 2102-20 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

ORDINANCES AND RESOLUTIONS

Resolution Appropriating Rebuild Illinois Bond Funds for the Advanced Traffic Management System - Phase B Network Switch Materials Purchase Order No. 1 - MFT Section No. 21-00546-04-TL in the Amount of \$79,430.81

[ID-2103-20](#)

Attachments: [Resolution](#)

Sean Mikos discussed the Resolution Appropriating Rebuild Illinois Bond Funds for the Advanced Traffic Management System - Phase B Network Switch Materials Purchase Order No. 1 - MFT Section No. 21-00546-04-TL in the amount of \$79,430.81.

Resolution Approving an Intergovernmental Agreement with the County of Will for the Maintenance of Traffic Signals at the Intersection of Renwick Road and Olde Renwick Trail

[ID-2104-20](#)

Attachments: [Resolution](#)
[Renwick Old Renwick IGA.docx](#)

Greg Ruddy discussed the Resolution Approving an Intergovernmental Agreement with the County of Will for the Maintenance of Traffic Signals at the Intersection of Renwick Road and Olde Renwick Trail.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend ID-2103-20, and 2104-20 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Sherri Reardon inquired about the a grate along Essington Rd. Greg Ruddy said he would send someone out to investigate.

Report on Utilities' Maintenance Activities

[TMP-8295](#)

Attachments: [Valve Hydrant Break Report 2-24-2025 .pdf](#)

Allison Swisher discussed the report on Utilities' Maintenance Activities.

PUBLIC COMMENT

No one 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 #: 184-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Award of Contract for the 2025 Public Works Landscape Restoration Program to Allied Landscaping Corporation in the Amount of \$50,201.00

BACKGROUND:

The 2025 Budget allocates funds for the 2025 Public Works Landscape Restoration Program. This restoration program will consist of repairing landscaping within the right-of-way throughout the City of Joliet on an as-needed basis. This project was advertised on Thursday, February 13, 2025.

The Public Service Committee will review this matter.

CONCLUSION:

On Friday, February 28, 2025, at 10:15 A.M., two (2) sealed bids were received for the 2025 Public Works Landscape Restoration Program. The bid summary is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Allied Landscaping Corp.	\$50,201.00
ASE Illini-Scapes Inc.	\$57,476.00
Engineer's Estimate	\$51,400.00

The low bid by Allied Landscaping Corporation, in the amount of \$50,201.00, is 2.33% below the engineer's estimate. Allied Landscaping Corporation has completed the work associated with this contract in the past for the City of Joliet. Sufficient funds exist utilizing the PW Engineering & Construction / Contractual Services (Org 09027000, Object 524200, \$12,201.00) and Roadways / Contractual Services (Org 09029000, Object 524200, \$38,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award the contract, for the 2025 Public Works Landscape Restoration Program, in the amount of \$50,201.00, on behalf of Allied Landscaping Corporation.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 184-25

File ID: 184-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/04/2025

Department: Public Works

Final Action:

Title: Award of Contract for the 2025 Public Works Landscape Restoration Program to Allied Landscaping Corporation in the Amount of \$50,201.00

Agenda Date: 03/18/2025

Entered by: tschwerha@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/7/2025
1	2	3/9/2025	Greg Ruddy	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/10/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/12/2025



Memo

File #: 185-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

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

BACKGROUND:

In 2021 the Public Utilities Department completed a Lift Station Assessment Program which provided a detailed inventory and condition assessment of the City’s 50 lift stations. Based on this report ten (10) lift stations were prioritized for rehabilitation or replacement. To date, three (3) priority lift stations have been rehabilitated: Lawrence Avenue Lift Station, Greenfield Lift Station, and Benton Lift Station. The next priority lift station, Lois Place Lift Station, is planned for replacement in 2025. This station was originally constructed in 1963 and has reached the end of its useful life.

Design drawings and bidding documents for the Lois Place Lift Station Rehabilitation Project were prepared and the invitation to bid was advertised in the Herald News on Thursday, February 6, 2025.

The Public Service Committee will review this matter.

CONCLUSION:

On Thursday, February 27, 2025, at 10:00 a.m., three sealed bids were opened and read in the Office of the City Clerk for the Lois Place Lift Station Rehabilitation Project. The bid summary is as follows:

<u>CONTRACTOR</u>	<u>BID AS READ</u>
Airy’s Inc.	\$949,849.00
Austin Tyler Construction	\$984,000.00
J S Alberico Const Co Inc.	\$1,808,610.00
Engineer’s Estimate	\$1,636,000.00

The low bid by Airy’s Inc. is 41.9% below the engineer’s estimate. Airy’s Inc. has previously completed similar work for the City of Joliet.

Funds will be charged to the Water and Sewer Improvement Fund / Lift Stations / Construction (Org 50180031, Object 557200, \$949,849.00).

Included with this contract is an amendment to the Lois Place Lift Station Rehabilitation Professional Services Agreement for construction engineering services, for an amount not to exceed \$94,950.00, on behalf of Trotter and Associates Inc. This project will require specialized inspection services that are best suited to be performed by the City's lift station consulting engineer.

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

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

Funds will be charged to the Water and Sewer Improvement Fund / Lift Stations / Professional Services (Org 50180031, Object 557200, \$94,950.00).

RECOMMENDATION:

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

1. Award the Contract for the Lois Place Lift Station Rehabilitation Project, in the amount of \$949,849.00, on behalf of Airy's Inc.
2. Approve the Amendment No. 1 for the Lois Place Lift Station Rehabilitation Professional Services Agreement for construction engineering services in the amount of \$94,950.00, on behalf of Trotter and Associates Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 185-25

File ID: 185-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/04/2025

Department: Public Utilities

Final Action:

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

Agenda Date: 03/18/2025

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/10/2025
1	2	3/10/2025	Allison Swisher	Approve	3/13/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/10/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/12/2025



Memo

File #: 186-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Award of Contract for the 2025 Traffic Signal Materials Purchase Order No. 1 to Traffic Control Corporation in the Amount of \$228,214.00

BACKGROUND:

The Electric Division needs to purchase materials to maintain existing traffic signals located within the City. This material purchase order includes video detection equipment that will be used to replace detector loops that will be impacted by the 2025 Watermain Replacement Program. By installing video detection in advance of the watermain installations, the City will be able to minimize traffic impacts during these projects.

The Public Service Committee will review this matter.

CONCLUSION:

The City of Joliet has only one (1) approved manufacturer that supplies the City with traffic signal materials. Traffic Control Corporation is the sole source supplier of the materials. Traffic Control Corporation provided a quote, in the amount of \$228,214.00, for the replacement of traffic signal materials requested by the City.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases over \$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;
- (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council.

Sufficient funds exist utilizing the General Fund PW Electrical / Supplies - Equip Parts (Org 09028000, Object 536104, \$43,421.00) and PU Water Improvement Fund / Infrastructure (Org 50080012, Object 557200, \$184,793.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the 2025 Traffic Signal Materials Purchase Order No. 1, in the amount of \$228,214.00, on behalf of Traffic Control Corporation.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 186-25

File ID: 186-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/04/2025

Department: Public Works

Final Action:

Title: Award of Contract for the 2025 Traffic Signal Materials Purchase Order No. 1 to Traffic Control Corporation in the Amount of \$228,214.00

Agenda Date: 03/18/2025

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/7/2025
1	2	3/9/2025	Greg Ruddy	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/10/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/12/2025



Memo

File #: 187-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Award of Contract for the 2025 Traffic Signal Materials Purchase Order No. 2 to Traffic Control Corporation in the Amount of \$72,735.00

BACKGROUND:

The 2025 City Budget includes funds to upgrade traffic signals with Uninterruptable Power Supply (UPS) cabinets, also known as battery backups. This purchase will provide the materials to upgrade thirteen intersections with UPS cabinets. City Electric Division staff will complete the installation of UPS cabinets.

The Public Service Committee will review this matter.

CONCLUSION:

The City of Joliet has only one (1) approved manufacturer that supplies the City with traffic signal materials. Traffic Control Corporation is the sole source supplier of the materials. Traffic Control Corporation provided a quote, in the amount of \$72,735.00, for the purchase of traffic signal materials requested by the City.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases over \$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;
- (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council.

Sufficient funds exist utilizing the Capital Improvement Fund - Engineering / Infrastructure (Org 30090270, Object 557200, \$72,735.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the 2025 Traffic Signal Materials Purchase Order No. 2, in the amount of \$72,735.00, on behalf of Traffic Control Corporation.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 187-25

File ID: 187-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/04/2025

Department: Public Works

Final Action:

Title: Award of Contract for the 2025 Traffic Signal Materials Purchase Order No. 2 to Traffic Control Corporation in the Amount of \$72,735.00

Agenda Date: 03/18/2025

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
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1	2	3/9/2025	Greg Ruddy	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/10/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/12/2025



Memo

File #: 188-25

Agenda Date: 3/18/2025

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 \$133,877.71

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 2023. Ramiro Guzman Landscaping was the lowest bidder for the contract. The contract contained a provision for four (4) optional annual extensions for years 2024, 2025, 2026, and 2027. Subsequently, the Mayor and City Council approved a contract extension for 2024 in the amount of \$122,165.62. Ramiro Guzman Landscaping received positive performance assessments from various staff members throughout 2023 and 2024.

The Public Service Committee will review this matter.

CONCLUSION:

Staff recommends exercising the extension option for 2025 which includes a 3% increase for all original bid items, as provided for in the original Contract Document, as well as the four (4) new sites that were added in FY2024. Additionally, the number of mowing cycles has been increased from 26 to 28 to ensure that sites are properly maintained. The total recommended contract award for 2025 is \$133,877.71.

Sufficient funds are budgeted in the 2025 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	\$27,465.82
50080011-524200	Plant Operations - Water	\$45,278.59
50080802-524200	East Side Wastewater Treatment Plant	\$22,130.38
50080803-524200	West Side Wastewater Treatment Plant	\$13,099.99
50080804-524200	Aux Sable Wastewater Treatment Plant	\$25,902.93

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the 2025 extension to the 2023-2027 Landscape Maintenance Services (Utilities) Program, in the amount of

\$133,877.71, on behalf of Ramiro Guzman Landscaping.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 188-25

File ID: 188-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/04/2025

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 \$133,877.71

Agenda Date: 03/18/2025

Entered by: jhall@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/10/2025
1	2	3/9/2025	Allison Swisher	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



Memo

File #: 189-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

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

BACKGROUND:

The City of Joliet 2025 Budget includes funding for the annual pavement marking program. The 2025 Pavement Marking Program includes pavement markings on several major streets, State routes, neighborhood collector streets, and residential streets. The project was advertised on Thursday, February 13, 2025.

The Public Service Committee will review this matter.

CONCLUSION:

On Friday, February 28, 2025 at 10:00 A.M., three (3) sealed bids were received for the 2025 Pavement Marking Program. The bid summary is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Superior Road Striping, Inc.	\$286,532.00
Marking Specialists	\$358,548.00
Precision Pavement Markings, Inc.	\$395,280.00
Engineer's Estimate	\$278,800.00

The low bid by Superior Road Striping, Inc., in the amount of \$286,532.00, is 2.77% above the engineer's estimate.

Sufficient funds exist utilizing the Motor Fuel Tax Fund / Infrastructure (Org 20090270, Object 557200, \$286,532.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award a Contract for the 2025 Pavement Marking Program, in the amount of \$286,532.00, to Superior Road Striping, Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 189-25

File ID: 189-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/04/2025

Department: Public Works

Final Action:

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

Agenda Date: 03/18/2025

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/7/2025
1	2	3/9/2025	Greg Ruddy	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/10/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/12/2025



Memo

File #: 194-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Professional Services Agreement for Safety Consulting Services to Sheffield Safety & Loss Control LLC in the Amount of \$485,675.00

BACKGROUND:

In 2019, a safety program was initiated in the Department of Public Utilities which included on-site safety consulting services, preparation of a safety manual, development of personal protective equipment programs, formation of a safety committee, and employee training. Sheffield Safety & Loss Control LLC was selected using a qualifications-based selection process to implement the annual safety program. At this time, it is recommended the program be expanded to include all City departments with the exception of the police and fire departments which already have established safety programs. The Public Service Committee will review this matter.

CONCLUSION:

Sheffield Safety & Loss Control LLC has provided a proposal to provide safety consulting services for 2025. The City has been satisfied with the services provided by Sheffield Safety & Loss Control LLC and improved safety has been achieved in the Department of Public Utilities through implementation of a PPE program and employee training. The Professional Services Agreement for the program, for an amount not to exceed \$485,675.00, represents the cost of conducting workplace hazard assessments, preparing a safety manual, providing on-site safety consulting services, developing a personal protective equipment program, developing and conducting a training program, preparing confined space and lock-out tag out programs for the public utilities department, and leading department safety committee meetings.

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

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

- (g) Purchases of professional services

Funds will be charged to the Water & Sewer Operating Fund / Professional Services (Org 50080010, Object 523300, \$235,675.00) and the General Fund / Human Resources / Professional Services (Org 10210160, Object 523300, \$250,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Professional Services Agreement for Safety Consulting Services, in the amount of \$485,675.00, on behalf of Sheffield Safety & Loss Control LLC.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS 6 day of MARCH, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Sheffield Safety & Loss Control LLC, (hereinafter called the "Consultant"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

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

SECTION 1 – SERVICES OF THE CONSULTANT

- 1.1 The Project scope of work is defined in the attached Letter Proposal dated March 4, 2025.
- 1.2 The City and the Consultant, by mutual agreement, shall determine the final schedule.
- 1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants in their line of work. The Consultant will use their best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the Consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

- 2.1 Provide full information as to the requirements for the Project in a timely manner in which the Consultant may reasonably rely on with regard to its completeness and accuracy.
- 2.2 Designate in writing a person to act as the City's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 2.3 Guarantee access to and make all provisions for the Consultant to enter upon the City's facilities as required for the Consultant to perform their work under this Agreement.
- 2.4 Examine all studies, reports and other documents presented by the Consultant and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the work of the Consultant.
- 2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1, in an amount not to exceed \$485,675.00.

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

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

SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete the project within 365 days of the date of execution of this Agreement, subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

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

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

SECTION 5 – RIGHTS TO DELIVERABLES

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

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

SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

6.1 Consultant (for the duration of the term of the Agreement) will not, without obtaining the City's prior written consent not to be unreasonably withheld, replace, or alter the assignment of its

lead personnel, to the extent their respective availability is reasonably within the Consultant's control.

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

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

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

SECTION 7 – INSURANCE

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

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

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

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

General Aggregate Limit \$ 2,000,000

Each Occurrence Limit \$ 1,000,000

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

Each Occurrence Limit \$1,000,000

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

Errors and Omissions \$1,000,000

Consultant agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on an annual basis.
2. To provide separate endorsements: to name the City of Joliet and its officers and employees as additional insured as their interest may appear, and to provide 30 days' notice, in writing, of cancellation or material change.
3. The Consultant's insurance shall be primary in the event of a claim.
4. The City of Joliet shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
5. A Certificate of Insurance that states the City of Joliet and its officers and employees have been endorsed as an "additional insured" by the Consultant's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City of Joliet and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

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

liabilities incurred by the Consultant of any type or nature to any person, firm or corporation arising from the Consultant's wrongful or negligent performance of the work covered by the Agreement.

SECTION 8 – SUCCESSORS AND ASSIGNS

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

SECTION 9 – NON-DISCRIMINATION

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

SECTION 10 – MODIFICATION OR AMENDMENT

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

SECTION 11 – APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

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

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

SECTION 12 – TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONSULTANT

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

12.2 TERMINATION BY THE CITY

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

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

CITY OF JOLIET

By: _____

H. Elizabeth Beatty

City Manager

Date: _____

ATTEST:


By: _____

Lauren O'Hara

City Clerk

Date: _____

SHEFFIELD SAFETY & LOSS CONTROL
LLC

By:  _____

Name: Paul Wojcieszak

Title: President

Date: 3-6-2025



March 4, 2025

City of Joliet
150 W Jefferson Street
Joliet, IL 60432

Attn: Allison Swisher
Director of Public Utilities

RE: 2025 City of Joliet Safety Consultant Services

Sheffield Safety & Loss Control, LLC. is pleased to submit a proposal for 2025 Safety Consultant Services to the City of Joliet. The work tasks identified below will be performed as directed by level of importance as determined by the City of Joliet.

Scope of Services

- Provide on-site safety consulting services.
- Prepare draft Safety Manual that addresses City of Joliet work tasks evaluated during 2025 for City review.
- Lead, participate, and prepare meeting minutes for all safety committee meetings. Safety committee meetings with City Department Heads shall occur monthly. Discuss and develop safety committee strategy and meeting frequency at the department and/or division level.
- Conduct Workplace Hazard Assessments (WHA) for clerical and non-clerical positions in each department as further identified in Subsections A-I of this scope of work. Prepare draft PPE program for City review upon completion of hazard assessments.
- Develop training program recommendations and budget for each department as further identified in Subsections A-I of this scope of work.
- Conduct or coordinate on-site training for OSHA and IDOL for all applicable City of Joliet staff. Safety training will be tailored to fit the requirements determined by the completed Workplace Hazard Assessments (WHA) for individual tasks.
- Recommend additional OSHA and IDOL required training, not performed by the Safety Consultant on-site, to be performed in a cost-effective manner. Recommend other training programs for those programs that the Safety Consultant cannot perform on-site.
- Provide onsite management training for any aspect of the Safety Program that of necessity needs to be performed by existing City staff to those required to administer it. For example, if Foremen would be expected to conduct periodic safety audits, training shall be provided to them by the Safety Consultant to enable them to perform this work.
- Maintain existing facility Safety Data Sheets and right to know procedures in the KHA Database.
- Review all accidents and provide recommendations for changes to mitigate or prevent recurrences, as appropriate. Recommend corrective action for safety violations, in accordance with City policy.
- Maintain accident frequency and severity records to provide a basis for evaluating the effectiveness of the safety program.

- Review City of Joliet Standard Operating Procedures and recommend updates on safety concerns. Utilize completed WHAs as a resource when incorporating safety into Standard Operating Procedures.
- Provide an evaluation of the Safety Program by October 1st of each year with budget recommendations for the following year's program.
- Interface with police and fire department safety coordinators and the Office of Emergency & Disaster Management on matters of mutual concern.
- Conduct safety audits for City of Joliet contractors when requested.

A. Department of Public Works:

- Meet with the Director of Public Works Greg Ruddy, Deputy Director Sean Mikos & Deputy Director Joe Nordman to review employee classifications (clerical vs. non-clerical), job titles, and assigned tasks. Assess each position by observing associated hazards and tasks.
- Perform assessments on non-clerical job tasks including but not limited to: general laborer, Forestry Intern, Arborist, Maintenance worker, Equipment Operator I, Equipment Operator II, Maintenance Foreman II, Fleet Technician, Fleet Foreman, Fleet Service Director, Sign Maker, Electrician I, Electrician II, Traffic Engineer, Parking Attendant, Parking Facility Serviceman II, Civil Engineer/Parking Superintendent, Engineer Aide II, Civil Engineer Supervisor, Civil Engineer I, and Engineering Aide III.
- Create training programs to address the hazards identified. Potential hazards include but are not limited to:
 - Maintenance and operation of roadways and signs, exposing workers to traffic hazards, heavy equipment, and prolonged exposure to outdoor elements such as heat, cold, and rain.
 - Fleet maintenance, including exposure to chemicals (e.g., oils, greases, and solvents), vehicle exhaust, heavy lifting, and the risk of injury from working with machinery and tools.
 - Electrical systems maintenance, involving exposure to live electrical circuits, high-voltage equipment, and work at heights or confined spaces.
 - Facility maintenance, with potential hazards from climbing ladders, using power tools, exposure to cleaning chemicals, and lifting heavy equipment or materials.
 - Streetlight and traffic signal maintenance, exposing workers to electrical hazards, work at heights, and proximity to traffic while performing installations or repairs.
 - Parks and grounds maintenance, with risks related to operating landscaping machinery, handling pesticides, prolonged sun exposure, and lifting heavy objects.
 - Winter operations and snow removal, exposing employees to cold stress, long hours, operating heavy machinery in poor visibility conditions, and traffic hazards.
 - Fire safety hazards, including potential equipment malfunctions, flammable materials used in maintenance, or inadequate fire suppression systems at worksites.
 - General first aid incidents, such as minor cuts, abrasions, or injuries sustained during tasks such as equipment repairs, lifting, or excavation work. Training may include AED/CPR, general first aid, and bloodborne pathogens.
 - Ergonomics concerns, such as repetitive motions, lifting and carrying heavy objects, and awkward postures during maintenance tasks, which can lead to musculoskeletal injuries.
 - Workplace violence/Active shooter

- Revise, update, and provide recommendations for the Workplace Hazard Assessment upon request.
- Provide Personal Protective Equipment (PPE) recommendations determined by hazards associated with task specific activities.
- Perform assessment of clerical positions.
- Conduct or coordinate onsite safety training for clerical positions including but not limited to the following topics: Workplace violence/Active shooter, AED/CPR, general first aid, ergonomics, bloodborne pathogens.
- Develop written safety procedures to be included in the Safety Manual. Address all identified hazards from job assessments.
- Conduct regular inspections of non-clerical positions. Provide recommendations to mitigate or prevent accidents at each facility and work site.
- Conduct department/division level safety meetings as needed per agreed upon strategy.

B. Finance Department:

- Meet with the Director of Finance Department, Kevin Sing, to review employee classifications (clerical vs. non-clerical), job titles, and assigned tasks. Assess each position by observing associated hazards and tasks.
- Perform assessments on non-clerical job tasks including but not limited to; Meter Reader II.
- Create training programs to address the hazards identified. Potential hazards include but are not limited to;
 - Exposure to extreme weather conditions, including heat, cold, rain, snow, or high humidity.
 - Risk of slips, trips, and falls due to uneven terrain, icy or wet surfaces, loose gravel, or debris.
 - Potential for dog bites or encounters with aggressive animals while accessing meters on private property.
 - Stings or bites from insects, such as bees and wasps, or encounters with wildlife like snakes.
 - Repetitive motion injuries from constant bending, kneeling, or twisting to read meters.
 - Risk of musculoskeletal strain from carrying handheld devices or tools over long distances.
 - Roadside hazards, including the possibility of being struck by vehicles while working near busy streets.
 - Electrical hazards from inspecting electric meters, including risks of electric shock or arcing from faulty wiring.
 - Confrontations or verbal altercations with unhappy or aggressive customers while performing duties.
 - Allergic reactions or respiratory issues due to exposure to outdoor allergens like grass, pollen, or mold.
 - Fatigue from prolonged physical activity, such as walking long distances or working in challenging conditions.
 - General first aid incidents, such as minor cuts, abrasions, or injuries sustained from handling tools or heavy meter covers during work. Training may include AED/CPR, general first aid, and bloodborne pathogens.
 - Risks in confined spaces, including poor ventilation, mold, pests, or other hazards in basements or vaults.

- Risk of injury from manual lifting of heavy objects, such as meter covers, leading to back strain.
- Potential exposure to hazardous substances, such as chemicals, fuels, or gases near meters.
- Poor visibility in dimly lit areas, increasing the likelihood of accidents or errors when reading meters.
- Workplace violence/Active shooter
- Revise, update, and provide recommendations for the Workplace Hazard Assessment upon request.
- Provide Personal Protective Equipment (PPE) recommendations determined by hazards associated with task specific activities.
- Perform assessment of clerical positions throughout the City of Joliet per the general scope of services.
- Conduct or coordinate onsite safety training for clerical positions including but not limited to the following topics: Workplace violence/Active shooter, AED/CPR, general first aid, ergonomics, bloodborne pathogens.
- Develop written safety procedures to be included in the Safety Manual. Address all identified hazards from job assessments.
- Conduct regular inspections of non-clerical positions. Provide recommendations to mitigate or prevent accidents at each facility and work site.
- Conduct department/division level safety meetings as needed per agreed upon strategy.

C. City Clerk's Office:

- Meet with the City Clerk, Lauren O'Hara, to review employee classifications (clerical vs. non-clerical), job titles, and assigned tasks. Assess each position by observing associated hazards and tasks.
- Perform assessment of clerical positions.
- Conduct or coordinate onsite safety training for clerical positions including but not limited to the following topics: Workplace violence/Active shooter, AED/CPR, general first aid, ergonomics, bloodborne pathogens.
- Develop written safety procedures to be included in the Safety Manual. Address all identified hazards from job assessments.
- Conduct department/division level safety meetings as needed per agreed upon strategy.

D. Community Development Department:

- Meet with the Director of Community Development Department, Dustin Anderson, the Building Services Director, Don Pallissard, the Facilities Management Director, Blaine Kline, and the Neighborhood Services Director, Joe Fleischauer, to review employee classifications (clerical vs. non-clerical), job titles, and assigned tasks. Assess each position by observing associated hazards and tasks.
- Perform assessments on non-clerical job tasks including but not limited to: Zoning Code Inspector, Zoning Inspector Supervisor/Planning Aide, Building Safety Inspector, Chief Building Inspector, Development Coordinator, Summer Interns, General Laborer, Part time Staff Floorman, Technical Director, Janitor, Bicentennial Park Manager, Operation Engineer, Assistant Operating Engineer, Apprentice Operating Engineer, Residential Property Inspector, Property Maintenance Coordinator, Community Development Block Grant Program Manager (CDBG), Laborer/Graffiti Technician, and Neighborhood Services Director.
- Create training programs for non-clerical staff to address the hazards identified. Potential hazards include but are not limited to:

- Exposure to hazardous materials during building inspections, such as asbestos, lead-based paint, mold, or other environmental contaminants.
- Slip, trip, and fall hazards when navigating construction sites, uneven terrain, or unfinished buildings during inspections or site visits.
- Ergonomics concerns, including repetitive motions, prolonged sitting while reviewing plans or completing administrative tasks, and carrying inspection tools or equipment.
- Vehicle-related hazards during travel to inspection sites or neighborhoods, including risks of motor vehicle accidents or exposure to traffic hazards.
- Stress, mental fatigue, and burnout, stemming from high workloads, community conflicts, deadlines, and managing complex regulatory or enforcement issues.
- Workplace violence, including risks of conflict or confrontation with contractors, property owners, or residents during code enforcement or inspections.
- Fire safety hazards when entering older buildings or construction sites with faulty wiring, open flames, or flammable materials.
- General first aid incidents, such as minor injuries or abrasions sustained during inspections or site visits, particularly in hazardous environments. Training may include AED/CPR, general first aid, and bloodborne pathogens.
- Noise exposure, especially during inspections of active construction sites with heavy machinery, power tools, or demolition work.
- Electrical hazards while inspecting buildings or construction sites with exposed wiring, incomplete installations, or non-compliant electrical systems.
- Airborne hazards, such as dust, fumes, or particulate matter from construction sites, demolition activities, or poorly ventilated structures.
- Confined space hazards, particularly in older buildings, basements, crawlspaces, or construction areas with limited ventilation or access.
- Sun exposure and heat stress during outdoor inspections or fieldwork, especially in warmer months or when working for extended periods outdoors.
- Insect or animal-related risks, including encounters with rodents, pests, or aggressive animals in vacant or neglected properties.
- Workplace violence/Active shooter. Revise, update, and provide recommendations for the Workplace Hazard Assessment upon request.
- Provide Personal Protective Equipment (PPE) recommendations determined by hazards associated with task specific activities.
- Perform assessment of clerical positions.
- Conduct or coordinate onsite safety training for clerical positions including but not limited to the following topics: Workplace violence/Active shooter, AED/CPR, general first aid, ergonomics, bloodborne pathogens.
- Develop written safety procedures to be included in the Safety Manual. Address all identified hazards from job assessments.
- Conduct regular inspections of non-clerical positions. Provide recommendations to mitigate or prevent accidents at each facility and work site.
- Conduct department/division level safety meetings as needed per agreed upon strategy.

E. City Manager's Office:

- Meet with the City Manager, Beth Beatty, to review employee classifications (clerical vs. non-clerical), job titles, and assigned tasks. Assess each position by observing associated hazards and tasks.
- Perform assessment of clerical positions.

- Conduct or coordinate onsite safety training for clerical positions including but not limited to the following topics: Workplace violence/Active shooter, AED/CPR, general first aid, ergonomics, bloodborne pathogens.
- Develop written safety procedures to be included in the Safety Manual. Address all identified hazards from job assessments.
- Conduct department/division level safety meetings as needed per agreed upon strategy.

F. Human Resources

- Meet with the Director of Human Resources, Kathy Franson, to review employee classifications (clerical vs. non-clerical), job titles, and assigned tasks. Assess each position by observing associated hazards and tasks.
- Perform assessment of clerical positions.
- Conduct or coordinate onsite safety training for clerical positions including but not limited to the following topics: Workplace violence/Active shooter, AED/CPR, general first aid, ergonomics, bloodborne pathogens.
- Develop written safety procedures to be included in the Safety Manual. Address all identified hazards from job assessments.
- Conduct department/division level safety meetings as needed per agreed upon strategy.

G. Legal

- Meet with the Interim Corporation Counsel, Todd Lenzie, to review employee classifications (clerical vs. non-clerical), job titles, and assigned tasks. Assess each position by observing associated hazards and tasks.
- Perform assessment of clerical positions.
- Conduct or coordinate onsite safety training for clerical positions including but not limited to the following topics: Workplace violence/Active shooter, AED/CPR, general first aid, ergonomics, bloodborne pathogens.
- Develop written safety procedures to be included in the Safety Manual. Address all identified hazards from job assessments.
- Conduct department/division level safety meetings as needed per agreed upon strategy.

H. Information and Technology

- Meet with the Director of Information and Technology, Chris Sternal, to review employee classifications (clerical vs. non-clerical), job titles, and assigned tasks. Assess each position by observing associated hazards and tasks.
- Perform assessment of clerical positions.
- Conduct or coordinate onsite safety training for clerical positions including but not limited to the following topics: Workplace violence/Active shooter, AED/CPR, general first aid, ergonomics, bloodborne pathogens.
- Develop written safety procedures to be included in the Safety Manual. Address all identified hazards from job assessments.
- Conduct department/division level safety meetings as needed per agreed upon strategy.

I. Public Utilities

- Maintain written safety procedures included in the Safety Manual.
- Lead, participate, and prepare meeting minutes for all Department of Public Utilities safety committee meetings. Safety committee meetings shall occur monthly for the Field Operations division and as needed for the Plant Operations division and Engineering division.

- Conduct or coordinate on-site training for OSHA and IDOL for all applicable Department of Public Utilities staff.
- Recommend additional OSHA and IDOL required training, not performed by the Safety Consultant on-site, to be performed in a cost-effective manner. Recommend other training programs for those programs that the Safety Consultant cannot perform on-site.
- Conduct on-site inspections of Department of Public Utilities wastewater treatment plants, water treatment plants, booster stations, wells and lift stations weekly. Audit at least 4 field operations maintenance crews weekly.
- Conduct ongoing assessment and implementation of the Lock-out Tag-Out program for the treatment plants.
- Conduct ongoing assessment and implementation of the Confined Space and Entry program for treatment plants.
- Implement the Emergency Action Plan program for treatment plants.
- Implement the Industrial Hygiene survey program for Employees. Includes but is not limited to: Noise, Silica, and Hydrogen Sulfide.

Personnel

The onsite safety consultants will be Madeline Lambdin, GSP, Kevin O'Brien, ASP, Amanda Meiner, CSP, Paul Ronczkowski, CSP/MPH, Dave Cherven, CSP, CHST under the direction of Paul Wojcieszak, CSP, CHST. Additional support will be provided by Administrative Staff: Diane Sak. Any modifications to personnel will only occur with approval by the City.

Schedule

The above-described services will begin upon receipt of a signed contract from the City. Services will be provided January 1, 2025 through December 31, 2025.

Compensation

The professional services fee for the work described above shall be computed based on the hourly billing rates included as Attachment A for actual work performed plus reimbursement of out-of-pocket expenses (no mark-up) such as purchase of equipment or supplies and travel outside of Joliet. Travel to, from and within Joliet, cell phone and computer costs shall be considered incidental to our hourly rates. In addition, a training allowance of \$60,000 shall be included for outside industry specific trainers contracted through Sheffield Safety & Loss Control. This allowance will only be utilized with approval of the City.

The total time and material costs for this work will not exceed \$485,675.00 (\$250,000.00 for all departments combined except Public Utilities and \$235,675.00 for Public Utilities). Refer to attachment B.

If you have any questions, please feel free to contact me directly at 773-617-4230. We look forward to working with you on developing your safety & loss control program.

Sincerely,



Paul Wojcieszak CSP, CHST
Sheffield Safety & Loss Control, LLC



Attachment A / Safety Consultant Services

Certified Safety Professional (CSP/MS)

Paul Wojcieszak
Amanda Meiner
Dave Cherven
Paul Ronczkowski

Graduate Safety Practitioner (GSP)

Madeline Lambdin

Associate Safety Professional (ASP)

Kevin O'Brien

Administrative Support

Diane Sak
Jennifer Saracco

Intern

TBD

Sheffield Safety Loss Control
Attachment B - City

City of Joliet Safety Program Management 2025	
Safety Professional (CSP) or (MS)	
\$150/hr x 16 hours/week x 50 weeks	\$120,000.00
Health & Safety Technician	
	\$100,000.00
\$125/hr x 16 hours/week x 50 weeks	
Safety Intern	
\$30/hr x 4 hours/week x 12 weeks - if needed	
Administrative	
\$75/hr x 1.25 hours for 52 weeks - if needed	
Training Allowance for Outside Instructors	\$30,000.00
TOTAL	\$250,000.00

Sheffield Safety Loss Control
Attachment B - DPU

Safety Program Management 2025 - Dept. of Public Utilities	
Safety Professional (CSP) or (MS)	
\$150/hr x 16 hours/week x 52 weeks	\$124,800.00
\$150/hr x 4 hours/week x 40 weeks (Water Main Safety Oversight)	\$24,000.00
Health & Safety Technician	
\$125/hr x 8 hours/week x 52 weeks (Confined Space & LOTO program development and implamentation)	\$52,000.00
Safety Intern	
\$30/hr x 4 hours/week x 12 weeks - if needed	
Administrative	
\$75/hr x 1.25 hours for 52 weeks	\$4,875.00
Training Allowance for Outside Instructors	\$30,000.00
TOTAL	\$235,675.00



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 194-25

File ID: 194-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/06/2025

Department: Public Utilities

Final Action:

Title: Professional Services Agreement for Safety Consulting Services to Sheffield Safety & Loss Control LLC in the Amount of \$485,675.00

Agenda Date: 03/18/2025

Attachments: Sheffield PSA 2025 Combined.pdf

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/10/2025	Gina Logalbo	Approve	3/12/2025
1	2	3/11/2025	Allison Swisher	Approve	3/12/2025
1	3	3/11/2025	Kevin Sing	Approve	3/13/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/13/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



Memo

File #: 195-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Professional Services Agreement for the Meter Asset Management Program to Core & Main LP in the Amount of \$469,727.00

BACKGROUND:

On January 5, 2021, the Mayor and City Council approved Resolution No. 7613, committing to water conservation through the reduction of non-revenue water in order to comply with the allocation requirements of the Level of Lake Michigan Act, 615 ILCS 50, and the corresponding State regulations. A condition of the City's Lake Michigan water allocation permit is completion of the City's Non-Revenue Water Reduction Plan. A major component of this plan is IDNR reporting and program management.

The City has implemented a number of non-revenue water reduction projects including water main replacement, water meter analysis and water meter replacement, a water billing audit, and expansion of the district metering program. Public Utilities' staff are currently in the process of coordinating with the Finance and Billing departments to draft interdepartmental standard operating procedures and processes to monitor and follow-up on meter account anomalies and other water meter workflows. A water meter asset management program to assist in these non-revenue water control projects and workflows is now needed to help manage and to provide reporting on the City's non-revenue water reduction activities.

The City's non-revenue water reduction consultant, Cavanaugh, has assisted the City in identifying viable water meter asset management program platforms. City staff and Cavanaugh reviewed submittals of water meter asset management systems and selected Xylem Vue Powered by the GoAigua platform as the best fit for the City's needs. Xylem is also the manufacturer of Sensus water meters which the City has used since 1987. Therefore, the Xylem Vue platform is fully integrable with the City's existing water meter stock. The platform brings together real-time data from advanced meter infrastructure (AMI), the City's GIS system, work orders, SCADA, and flow sensors.

Core & Main LP, the local Xylem Vue Inc. (Xylem) distributor, was requested to provide a proposal to implement the Xylem Vue water meter asset management platform.

The Public Service Committee will review this matter.

CONCLUSION:

Core & Main LP provided a proposal in the not-to-exceed amount of \$469,727.00, which is comprised

of \$329,552.00 to implement the platform and \$140,175.00 to host the platform for 12 months and provide support. Fees for subsequent years will be only the hosting and support fees: \$144,380.00 for year 2, \$148,712.00 for year 3, \$153,175.00 for year 4, and \$157,770.00 for year 5.

The scope of work for the implementation phase includes: deployment of cloud environment of XVPGA Smart Water Engine, meter asset management, leak detection, initial review and classification of data dictionary, smart metering performance (meter communication issues, low meter performance for specified number of days), reading issues (impossible reads, exceeded time delay, stopped reading insertion), consumption-related analysis and alerting (excessive consumption, unexpected consumption, insufficient consumption), configuration of standard analytics and alerts calculated by meter asset management and meter data analytics based on historical consumption and other parameters.

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

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

Funds will be charged to the Water & Sewer Operations Fund / Engineering Administration / Professional Services (Org 50080013, Object 523300, \$469,727.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the professional services agreement for the Water Meter Asset Management Program, in the amount of \$469,727.00, on behalf of Core & Main LP.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS 18th day of March, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Core & Main LP (hereinafter called the "Consultant"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

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

SECTION 1 – SERVICES OF THE CONSULTANT

1.1 The Project scope of work is defined in the attached pricing and scope page from the Letter Proposal (Exhibit A) and End of User License Agreement (Exhibit B) dated February 18, 2025.

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

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

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

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

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

2.3 Guarantee access to and make all provisions for the Consultant to enter upon the City's facilities as required for the Consultant to perform their work under this Agreement.

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

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

SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed in accordance with pricing set out in Exhibit A.

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

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

SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete the project implementation within an estimated 6 months of the date of execution of this Agreement and provide one year of Software as a Service (SaaS), subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

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

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

SECTION 5 – RIGHTS TO DELIVERABLES

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

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

SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

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

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

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

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

SECTION 7 – INSURANCE

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

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

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

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

General Aggregate Limit \$ 2,000,000
Each Occurrence Limit \$ 1,000,000
(limits may be met by combination of primary and excess policies)

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

Each Occurrence Limit \$1,000,000

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

Errors and Omissions \$1,000,000

Consultant agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on an annual basis.
2. To provide separate endorsements: to name the City of Joliet and its officers and employees as additional insured as their interest may appear, and to provide notice, in writing, per the policy provisions, of cancellation or material change.
3. The Consultant's insurance shall be primary in the event of a claim.
4. The City of Joliet shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance per the policy provisions.
5. A Certificate of Insurance that states the City of Joliet and its officers and employees have been endorsed as an "additional insured" by the Consultant's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City of Joliet and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number XSL G48900161 on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

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

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

SECTION 8 – SUCCESSORS AND ASSIGNS

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

SECTION 9 – NON-DISCRIMINATION

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

SECTION 10 – MODIFICATION OR AMENDMENT

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

SECTION 11 – APPLICABLE LAW AND DISPUTE RESOLUTION

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

11.2 Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to the American Arbitration Association (the "AAA") for a voluntary, non-binding mediation in the

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

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

SECTION 12 – TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONSULTANT

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

12.2 TERMINATION BY THE CITY

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

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

CITY OF JOLIET

By: _____

H. Elizabeth Beatty

City Manager

Date: _____

Core & Main LP

By: Scott E. Jaros

Name: Scott E. Jaros

Title: Branch Manager

Date: 2/20/2025

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____

Exhibit A-

City of Joliet Department of Public Utilities
Budgetary Quote-Meter Asset Management

PROJECT PRICE

Scope:

Modules to be implemented	Meter Asset Management (MAM) + Meter Data Analytics (MDA)+ Leak Detection (LD)+Work Order Integration
Licensing	SaaS
Hosting	Cloud

Based on our exchange of information, a rough order of magnitude budget would be:

Number of smart meters: about 51,000 meters, with 25,000-30,000 meters to be replaced in the future

TASK	ONE-TIME
Initial deployment (MAM +MDA+ Leak Detection+Work Order Integration)	\$329,552 ^[1]

Software as a Service

TASK	ANNUAL
Five Year SaaS for MAM+MDA+Leak Detection + Work Order Integration	
Base Year-SaaS annual subscription (MAM +MDA+ Leak Detection+ Work Order Integration)	\$140,175 ^[2]
TOTAL-Initial deployment (MAM + MDA+ Leak Detection +Work Order Integration) + annual SaaS	\$469,727

Pricing quotes are valid until April 30, 2025. Xylem reserves the right to modify pricing beyond that time-period.

- [1] A portion of the total initial deployment cost will be billed monthly as a percentage of project completion.
- [2] The annual SaaS fee covers one year of service, to begin when the initial deployment phase has concluded. Billing will occur annually. SaaS includes software licensing for unlimited users, software development updates/coordination, customer support, data hosting, and bug fixes. All software fees are subject to a 3% annual increase, tied to the published Consumer Price Index (CPI). Any additional modules/services not included in this scope will have an associated SaaS price and will be included in a separate scope upon request by the client.
- [3] Data Integration included, but not limited to, asset management software (e.g. Tyler), work order management software (e.g. VueWorks) using a one-way integration with VueWorks to send sensor-based alarms from Xylem Vue to VueWorks work order system via API., GIS, SCADA, Sensus Analytics, etc. as listed in the Data Integration section of the SOW. Specific list of data sources will be compiled in coordination with customer as part of the kick-off meeting.

Billing Notes:

Base Year SaaS is intended to start September 01, 2025. Coverage start date may vary based on implementation date.

Exhibit B

End User License Agreement (Hosted SaaS Solution)

1. Scope and Applicability.

- 1.1** This End User License Agreement (“**EULA**”) between You and Xylem covers Your use of the Go-Aigua Software selected in Exhibit I (hereinafter “**Software**”). This document also incorporates any Product Specific Terms that may apply to the Software. Definitions of capitalized terms are in Section 12 (Definitions).
- 1.2** You agree to be bound by this EULA through:
- a.** Your download, installation, or use of the Software; or
 - b.** Your express agreement to this EULA.

2. Using the Software.

2.1 Right to Access and Use.

- a.** Subject to the terms and conditions of this EULA, and subject to the full and timely payment of all applicable fees owed to the Approved Source, Xylem grants to You and You hereby accept, a limited, a non-exclusive, non-transferable, right to access and use the Software and Documentation, both as acquired from an Approved Source, for Your direct benefit during the Usage Term, and as set out in Your Entitlement (collectively, the “**Usage Rights**”).
- b.** You will use the Software only as permitted in this EULA. Any additional or other use by You may require additional rights and the payment of additional fees.

2.2 Use by Third Parties. You may permit Authorized Third Parties to exercise the Usage Rights on Your behalf, provided that You are responsible for:

- a.** ensuring that such Authorized Third Parties comply with this EULA; and
- b.** any breach of this EULA by such Authorized Third Parties.

2.3 Beta and Trial Use. If Xylem grants You Usage Rights in the Software on a trial, evaluation, beta, or other free-of-charge basis (“**Evaluation Software and Services**”):

- a.** You may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Xylem in writing. If there is no period identified, such use is limited to thirty (30) days after the Evaluation Software and Services are made available to You;
- b.** Xylem, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Software; and
- c.** YOU ACCEPT THAT XYLEM DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM XYLEM’S DECISION TO STOP PROVIDING THE EVALUATION SOFTWARE AND SERVICES.

such as user manuals, trainings, and screenshots.

- 3.2 Protecting Account Access.** You will keep all Xylem account information up to date, use reasonable means to protect Your account information, passwords and other login credentials, and promptly notify Xylem by sending written notice to security@idrica.com of any known or suspected unauthorized use of, or access to, Your account.
- 3.3 Use with Third Party Products.** If You use the Software from the Approved Source with third party products not authorized by Xylem, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Xylem does not provide support or guarantee ongoing integration support for products that are not a native part of the Software.
- 4. Fees.** To the extent permitted by law, orders for the Software are non-cancellable. The fee to be paid for Your use of the Software is set out in Your purchase terms with Your Approved Source. If You use the Software beyond Your Entitlement (“**Overage**”), the Approved Source may invoice You according to the applicable fees outlined in the Agreement, and You agree to pay, for such Overage.
- 5. Confidential Information and Use of Data.**
- 5.1 Confidentiality.**
- a.** Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, Affiliates and contractors who have a need to know (“**Permitted Recipients**”).
 - b.** Recipient:
 - (1)** must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient’s obligations under this EULA; and
 - (2)** is liable for any breach of this Section by its Permitted Recipients.
 - c.** Such nondisclosure obligations will not apply to information which:
 - (1)** is already in the possession of Recipient without confidentiality obligations, as established by documentary evidence, prior to disclosure to Recipient;
 - (2)** is public knowledge through no fault of Recipient; or
 - (3)** is independently developed by Recipient, as established by documentary evidence, without use of Confidential Information; or
 - (4)** is made available to Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from making such a disclosure of the Confidential Information to the Recipient.
 - d.** Recipient may disclose Discloser’s Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) upon becoming aware of the need to make the disclosure and reasonably cooperates, at Discloser’s expense, regarding protective actions pursued by Discloser.
 - e.** Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.
- 5.2 How We Use Data.** Xylem will access, process and use data in connection with

Your use of the Software in accordance with applicable privacy and data protection laws.

5.3 Notice and Consent. To the extent Your use of the Software requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through Your use of the Software.

6. Ownership.

6.1 Unless agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. You retain any ownership of Your content and Xylem retains ownership of Xylem Content. Xylem may use any feedback You provide in connection with Your use of the Software in its business operations.

7. Representations and Indemnity.

7.1 Performance. Xylem represents that:

- a. for ninety (90) days from the Delivery Date, that, the Software will substantially comply with the Documentation.

7.2 Malicious Code. Xylem represents that it will use commercially reasonable efforts to deliver the Software free of Malicious Code.

7.3 Indemnity. Xylem agrees to indemnify and defend You and Your respective employees, officers, directors, agents, successors and assigns, from and against liability, loss, damage, and expenses (including without limitation reasonable attorneys' fees) arising from or in connection with third-party claims or demands, allegations, or claims that the use of the Software by You infringes, misappropriates, or otherwise violates a third party's intellectual property or proprietary rights. Xylem's indemnification obligations outlined in this provision do not apply to the extent the infringement or violation arises from Xylem's compliance with particular requirements that You provided that in fact differ from Xylem's standard specifications for the Software. Xylem shall undertake, at its expense, the defense of any such suit or proceeding using reputable counsel. If either party receives notice of an alleged infringement arising from the Software, or if Xylem reasonably believes that such a claim is likely, Xylem shall perform one of the following actions: (i) procure for You the right to continue using the Software and using any results of the Software, (ii) modify the allegedly infringing Software so that such Software is no longer infringing, or (iii) replace the Software so that the Software becomes non-infringing; provided always that the modified or replaced Software does not modify or detract from agreed functionality.

7.4 Qualifications.

- a. Sections 7.1 and 7.2 do not apply if the Software or the equipment on which it is authorized for use:
 - (1) has been altered, except by Xylem or its authorized representative;
 - (2) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Xylem's instructions;

- (3) is acquired on a no charge, beta or evaluation basis;
 - (4) is not a Xylem-branded product or service; or
 - (5) has not been provided by an Approved Source.
- b. Upon Your prompt written notification to the Approved Source during the warranty period of Xylem's breach of this Section 7.4, Your sole and exclusive remedy (unless otherwise required by law) is, at Xylem's option, either:
 - (1) repair or replacement of the applicable Software; or
 - (2) a refund of the fees paid for the non-conforming Software.
- c. Where Xylem provides a refund of license fees for Software, You must return or destroy all copies of the applicable Software.
- d. **Except as set out in this Section and to the extent permitted by law, Xylem expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Software will be secure, uninterrupted or error-free.**
- e. If You are a consumer, You may have legal rights in Your country of residence that prohibit the limitations set out in this Section from applying to You, and, to the extent prohibited, they will not apply.

8. Liability.

8.1 NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES; LOSS OR CORRUPTION OF DATA OR INTERRUPTION OR LOSS OF BUSINESS; OR LOSS OF REVENUES, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS.

8.2 THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY UNDER THIS EULA IS LIMITED TO THE FEES RECEIVED BY XYLEM FOR THE APPLICABLE SOFTWARE AND ATTRIBUTABLE TO THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY.

8.3 Sections 8.1 and 8.2 do not apply to liability arising from:

- a. Your failure to pay all amounts due; or
- b. Your breach of Sections 2.1 (License and Right to Use), 3.1 (EULA Generally) or 11.7 (Export).

8.4 This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

9. Termination and Suspension.

9.1 Suspension. Xylem may immediately suspend Your Usage Rights if You materially breach the EULA.

9.2 Termination.

- a. If a party materially breaches this EULA and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-

breaching party may terminate this EULA for cause.

- b. Xylem may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 3.1 (EULA Generally), or 11.7 (Export).
- c. Upon termination of the EULA, You must stop using the Software and destroy any copies of Software and Confidential Information within Your control.
- d. Upon Xylem's termination of this EULA for Your material breach, You will pay Xylem or the Approved Source any unpaid fees through to the end of the then-current Usage Term.

10. Verification.

10.1 During the Usage Term and for a period of twelve (12) months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA (“**Verification Records**”). Upon reasonable advance notice, and no more than once per twelve (12) month period, You will, within thirty (30) days from Xylem's notice, allow Xylem and its auditors access to the Verification Records and any applicable books, systems (including Xylem product(s) or other equipment), and accounts during Your normal business hours.

10.2 If the verification process discloses underpayment of fees:

- a. You will pay such fees; and
- b. You will also pay the reasonable cost of the audit if the fees owed to Xylem as a result exceed the amounts You paid for Your Usage Rights by more than five percent (5%).

11. General Provisions.

11.1 Survival. Sections 3 (Additional Conditions of Use), 4 (Fees), 5 (Confidential Information and Use of Data), 6 (Ownership), 7 (Representations and Indemnity), 8 (Liability), 10 (Verification) and 11 (General Provisions) survive termination or expiration of this EULA.

11.2 Third Party Beneficiaries. This EULA does not grant any right or cause of action to any third party.

11.3 Assignment and Subcontracting. Except as set out below, neither party may assign or novate this EULA in whole or in part without the express written consent of Xylem and the applicable authorized distributor, if any.

11.4 Xylem Partner Transactions. If You purchase the Software from an Xylem Partner, the terms of this EULA apply to Your use of the Software and prevail over any inconsistent provisions in Your agreement with the Xylem Partner.

11.5 Modifications to the EULA. Xylem may change this EULA or any of its components by updating this EULA at any time. Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification.

11.6 Compliance with Laws.

- a. **General.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Xylem may restrict the

availability of Software in any particular location or modify or discontinue features to comply with applicable laws and regulations.

- b. **Data collection and transfer.** If You use the Software in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g., Russia and China), You acknowledge that You are the entity responsible for complying with such laws.

11.7 Export. Xylem’s Software, products, technology and services (collectively the “**Xylem Products**”) may be subject to Spain or U.S. export control and sanctions laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export or re-export any Xylem Products in a way that would cause Xylem to violate those laws. You also agree to obtain any required licenses or authorizations.

11.8 Governing Law and Venue. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods, to the extent it may be deemed to apply, does not apply to this EULA or any Xylem Products provided hereunder. The parties agree that any dispute arising from this Agreement, in relation to its effectiveness, execution, performance, interpretation or any other matter, shall be submitted to the courts of the State of New York, waiving any other jurisdiction.

11.9 Notice. The parties designate as their respective domicile for the purpose of notifications the one stated at the head of this contract, although they may modify it by means of a written notification sent to the other party in an irrefutable manner. Notifications shall always be made in writing and in an irrefutable manner.

11.10 Force Majeure. Except for payment obligations prevented by a financial system disruption, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.

11.11 No Waiver. Failure by either party to enforce any right under this EULA will not waive that right.

11.12 Severability. If any portion of this EULA is not enforceable, it will not affect any other terms.

11.13 Entire Agreement. This EULA is the complete agreement between You and Xylem regarding the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).

11.14 Translations. Xylem may provide local language translations of this EULA in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of this EULA will prevail.

12. Definitions.

“Affiliate(s)” means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“Approved Source” means Xylem or an Xylem Partner.

“Authorized Third Parties” means Your Users, Your Affiliates, Your third party service providers, and each of their respective Users, permitted to access and use the Software on Your behalf as part of Your Entitlement.

“Confidential Information” means non-public proprietary information of the disclosing party (**“Discloser”**) obtained by the receiving party (**“Recipient”**) in connection with this EULA, which:

- a. is conspicuously marked as confidential or if verbally disclosed, is summarized in writing to the Recipient within 14 days and marked as confidential; or
- b. is information which by its nature should reasonably be considered confidential whether disclosed in writing or verbally, including but not limited to documents such as APIs, user manuals, trainings, and screenshots.

“Delivery Date” means the date agreed upon in Your Entitlement, or if no date is agreed the earlier of the date Software is made available for download or installation, or the date that Xylem ships the tangible media containing the software.

“Documentation” means the technical specifications and usage materials officially provided by Xylem specifying the functionalities and capabilities of the applicable Software.

“Entitlement” means the specific metrics, duration, and quantity of Software You commit to acquire from an Approved Source through individual acquisitions or Your participation in a Xylem buying program.

“Go-Aigua Software” means the Applications, including Upgrades, firmware, and applicable Documentation defined in Exhibit I.

“Malicious Code” means code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software other than as intended by Xylem.

“Product Specific Terms” means additional product related terms applicable to specific Xylem Products.

“**SaaS**” means a managed software as a service in which Xylem will be responsible for the day-to-day monitoring, maintenance, and management of certain software applications provided to You.

“**Upgrades**” means minor release and only major release when where it is expressly agreed.

“**Usage Term**” means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable Software.

“**User**” means the individuals (including contractors or employees) permitted to access and use the Software on Your behalf as part of Your Entitlement.

“**Xylem**” “**we**” “**our**” or “**us**” means the applicable Affiliate(s) of Xylem Inc.

“**Xylem Content**” means any:

- a. content or data provided by Xylem to You as part of Your use of the Software; and
- b. content or data that the Xylem generates or derives in connection with Your use of the Software.
Xylem Content also includes geographic and domain information, rules, signatures, threat intelligence and data feeds and Xylem’s compilation of suspicious URLs.

“**Xylem Partner**” means a reseller, distributor or systems integrator authorized by Xylem to sell the Software.

“**You**” means the individual or legal entity acquiring Usage Rights in the Software.

EXHIBIT I: GO-AIGUA SOFTWARE

1. Description of Software as a Service.

This exhibit contains the details of the SaaS that Xylem shall provide to You if; (i) pricing for the application of SaaS has been provided to You; (ii) the application is selected with a checkmark below, and (iii) You are current in payments to the Approved Source for such selected application of SaaS.

A. Software as a Service Generally.

In a Software as a Service solution, Xylem owns all components of the solution (Infrastructure, Operative Systems, storage and all third-party software) required to run and operate the application. These software applications consist of the following (each an “Application”):

1. Smart Water Engine:
 - Portal
 - Domain Master Data
 - Iot Core
 - Device Management
2. Operational Intelligence:
 - Service Operations Center
3. Drinking Water Apps:
 - Leak Detection
 - Meter Data Analytics
 - Meter Asset Mgm
 - Unified Network Management
 - Unified Plant Management
 - Network Real-Time Decision Support
4. Wastewater Apps:
 - Real Time & What If Scenario
 - Clog Monitoring
 - SewerProtect
 - Unified Network Management
 - Sewer Tracker
 - Biological Monitoring
 - Unified Plant Management
5. Agriculture Apps:
 - AgroTwin
6. Cross Apps:
 - WorkOrders
 - Billing

EXHIBIT II: TECHNICAL SUPPORT

1. Description of the Service

The Technical Support Service aims to ensure that any incidents that users may encounter while using the solutions provided by Xylem are resolved as quickly as possible. The support and maintenance service are structured into two levels to ensure agility in the incident resolution process. These levels correspond to the different Specialist's teams:

- **Level 1 or Customer Service:** The team that is in contact with the users will register the ticket, in case it is not submitted through the ticketing tool. Additionally, they will perform an initial diagnosis, informing the user about the possible problem and the resolution timelines. This team is responsible for responding to customer inquiries within the agreed timeframe. In the case of incidents, they are responsible for detecting them, escalating them to the team responsible for resolving them.
- **Level 2/Level 3 or Specialist Teams:** These are specialized teams responsible for resolving problems reported by users, according to their area of expertise. This level is composed of different teams or areas that are involved in the development and implementation process of Go-Aigua Software: analysts, data scientists, product development, implementation, infrastructure administrators, deployment, DevOps, etc.

End users can refer to the provided manuals and other materials to address their queries. If they require additional support or encounter abnormal behaviour in the solution, they should report it to the key users of the client, if any.

Key users will analyse the need and respond based on their knowledge of the application. If they cannot resolve the query or if there is an incident (abnormal behaviour of the solution), they should escalate the query or incident through any established channels.

The Level 1 technician will analyse and diagnose the problem.

- If more information is required in the ticket, it will be requested from the key user who reported it through the ticketing tool. If the user needs to be informed through another available communication channel, communication will take place through that channel.
- Once the client has the necessary information, the Level 1 technician will either resolve the problem or escalate it to the specialist team.
- Once the ticket has been resolved by Xylem (both by L1 and L2/L3), they will validate the solution and inform the key user who raised the ticket through the ticketing tool.

The specialist team (L2/L3 teams) will analyse the escalated tickets and provide a solution.

Once the ticket is resolved, the Level 1 team will validate the solution and send the resolution to the user who reported the ticket.

2. Technical Support Organization

The organization chart is a service-oriented chart in which a multidisciplinary team of Level 1 technicians will be responsible for addressing user needs. The team has extensive training in both technical competencies and skills to manage customer relationships in any situation and to communicate information clearly and effectively to all users. The Level 1 technicians available in the Customer Service team have extensive training in technical and functional competencies, both in the ITIL methodology and in the implemented solutions. This team works under the supervision of the Support Area Manager, who will always maintain direct contact with the client to provide the required information.

3. Technical Support Process

The Maintenance and Support service includes all the necessary software and maintenance operations for the proper functioning of the IT infrastructure covered by the service to be provided. These tasks are grouped into:

- Operational Support
- Corrective Maintenance
- Evolutionary Maintenance
- Preventive Maintenance

The maintenance and operational support service does not include the following:

- Support for any element unrelated to the IT infrastructure covered by the service.
- Acquisition and purchase of hardware infrastructure elements.
- Acquisition and purchase of software licenses.
- Training services.
- Support services for operating system installations, installations, and configurations of third-party applications, operating system configurations, hardware configurations, network installations and configurations, equipment optimization, etc.

Operational Support

The support for the daily operation includes the resolution of queries or doubts made by the client regarding the operation of the software object of the service. The consultations should be specific, such as phone, Teams channel, email, or chat box – depends on the need of the client. The client will use the communication mechanisms established in the service to inform Xylem of the query.

Corrective Maintenance

Corrective maintenance includes the necessary activities to resolve incidents or anomalies and ensure the proper functioning of the GoAigua software.

Innovative Maintenance

Evolutionary maintenance includes the activities necessary to incorporate new functionalities or improvements in the GoAigua software. These activities involve the release of Updates or Upgrades of the System by Xylem to the client.

4. Communication Channels.

The end user will have access to the Customer Service Portal so that they can register and manage their support requests. Additionally, there are other communication channels with the client, such as phone, Teams channel, email, or chat box, depends on the need of the client. The client should preferably submit their request through the Customer Service Portal, providing as much information as possible to enable a quick diagnosis of their query or incident.

5. Service Location.

The Technical Support Services may be provided at the client's premises, or at the premises of any of its respective collaborating companies or suppliers, as necessary. However, this service will retain full autonomy and organization, without implying the existence of any dependency or inclusion within the scope of the client's organization and management.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 195-25

File ID: 195-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 02/20/2025

Department: Public Utilities

Final Action:

Title: Professional Services Agreement for the Meter Asset Management Program to Core & Main LP in the Amount of \$469,727.00

Agenda Date: 03/18/2025

Attachments: Agreement for Professional Services -Xylem Vue.pdf

Entered by: aanczer@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/10/2025
1	2	3/10/2025	Allison Swisher	Approve	3/13/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 196-25

Agenda Date: 3/18/2025

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 \$46,384.00

BACKGROUND:

The Department of Public Utilities will be conducting extensive flow monitoring in the upcoming year for various projects including the sanitary sewer inspection and rehabilitation program and the Eastside WWTP Basin Sewer model. The City owns 27 ISCO 2150 flow meters that are used for these projects. These flow meters were purchased in 2015 or earlier and are now beyond their useful life span which is typically seven (7) years and are in need of replacement. Upon review of current flow meter technology, it was determined the ISCO 2150 flow module technology is outdated. Therefore, it is recommended to replace these meters with the ISCO DuraTracker Flow Meters that have built in communications. A proposal was requested from Gasvoda & Associates, Inc. who is the local representative for ISCO.

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, \$46,384.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the purchase of five

(5) ISCO DuraTracker flow monitors and six (6) area/velocity sensors, in the amount of \$46,384.00, on behalf of Gasvoda & Associates, Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 196-25

File ID: 196-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/04/2025

Department: Public Utilities

Final Action:

Title: Purchase of ISCO Flow Metering Equipment from Gasvoda & Associates, Inc. in the Amount of \$46,384.00

Agenda Date: 03/18/2025

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/10/2025
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1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



Memo

File #: 203-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

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

BACKGROUND:

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

The 2025 Water Main Replacement Program consists of 16 contracts to replace a total of approximately 29 miles of water main. As part of this water main replacement plan, the Heggie Park Phase 1 Water Main Improvements Project was identified to be completed in 2025. This project consists of replacing approximately 8,800 linear feet of water main in various sizes on Woodruff Road (Crime Lab - Edge Hill Ave), Edge Hill Ave (Woodruff Rd - Fairmont/Garvin Treatment Plant), Valley Ave (Woodruff Rd - Williamson Ave), Williamson Ave (Henderson Ave - Charlesworth Ave), and Henderson Ave (Williamson Ave - Ward Ave). Also included in the scope of work for this project is replacement of any lead water service lines encountered. Attached to this memo is an exhibit showing the project location.

Design drawings and bidding documents were prepared and the invitation to bid for the project was advertised in the Joliet Herald-News on Friday, January 31, 2025.

The Public Service Committee will review this matter.

CONCLUSION:

On Tuesday, March 4, 2025, at 10:00 a.m., two (2) sealed bids were received for the Heggie Park Phase 1 Water Main Improvements Project. The bid summary is as follows:

CONTRACTOR

PT Ferro Construction Co., Joliet, IL

BID AMOUNT

\$7,895,977.38*

Austin Tyler Construction Inc., Elwood, IL	\$9,179,868.50
Engineer's Estimate	\$7,383,000.00

* denotes corrected amount after mathematical errors were corrected

The low bid from PT Ferro Construction Co., in the amount of \$7,895,977.38, is 6.95% above the engineer's estimate. PT Ferro Construction Co. has previously completed similar work for the City.

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$7,895,977.38).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award the Contract for the Heggie Park Phase 1 Water Main Improvements Project, in the amount of \$7,895,977.38, on behalf of PT Ferro Construction Co.

2025 WATER MAIN IMPROVEMENT AREAS

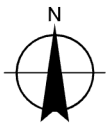
HEGGIE PARK PHASE 1

City of Joliet, Illinois



P:\JOLIC\232880-2025 Water Main\GIS\Projects\JOLIC - 2025 Project Locations\JOLIC - 2025 Project Locations.aprx Scaled: 87.28/2023 1:20 PM Designer: mschick

Source(s): Water Data received from MGP Feb 2020 and revised for B&W 2020 Water Master Plan



Not to Scale



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 203-25

File ID: 203-25

Type: Agenda Item

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/05/2025

Department: Public Utilities

Final Action:

Title: Award of Contract for Heggie Park Phase 1 Water Main Improvements Project to PT Ferro Construction Co. in the Amount of \$7,895,977.38

Agenda Date: 03/18/2025

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

Entered by: wbaltz@joliet.gov

Approval History

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1	1	3/9/2025	Gina Logalbo	Approve	3/10/2025
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1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



Memo

File #: 198-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Amendment No. 2 for the Phase I Engineering Services for the Theodore Street over Rock Run Creek Improvement Project - MFT Section No. 19-00522-00-BR to Ciorba Group, a Deduction in the Amount of (\$13,309.56), and Payment Request No. 20 and Final in the Amount of \$2,939.09

BACKGROUND:

At the November 2, 2020 Council Meeting, the Mayor and City Council awarded an Engineering Services Agreement for Phase I Engineering for the Theodore Street over Rock Run Creek Improvement Project to Ciorba Group in an amount not to exceed \$184,724.87. Subsequently, the Mayor and City Council approved Amendment No. 1 in the amount of \$34,594.66 for the project.

The Public Service Committee will review this matter.

CONCLUSION:

Amendment No. 2, a net decrease in the amount of (\$13,309.56), is due to a reduction in the estimated amount of engineering man hours needed to complete Phase I engineering.

This agreement represents a reduction in contributions from the Motor Fuel Tax Fund / Theodore Street over Rock Run Creek (Org 20090270, Object 557200, (\$13,309.56)).

Also, Payment Request No. 20 and Final, in the amount of \$2,939.09, is presented for approval on behalf of Ciorba Group.

RECOMMENDATION:

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

1. Approve Amendment No. 2, a net deduction in the amount of (\$13,309.56), on behalf of Ciorba Group.
2. Approve Payment Request No. 20 and Final, in the amount of \$2,939.09 on behalf of Ciorba Group.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 198-25

File ID: 198-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/05/2025

Department: Public Works

Final Action:

Title: Amendment No. 2 for the Phase I Engineering Services for the Theodore Street over Rock Run Creek Improvement Project - MFT Section No. 19-00522-00-BR to Ciorba Group, a Deduction in the Amount of (\$13,309.56), and Payment Request No. 20 and Final in the Amount of \$2,939.09

Agenda Date: 03/18/2025

Entered by: gtierney@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/10/2025
1	2	3/9/2025	Greg Ruddy	Approve	3/13/2025
1	3	3/10/2025	Kevin Sing	Approve	3/13/2025
1	4	3/10/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/12/2025



Memo

File #: 199-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

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

BACKGROUND:

On January 16, 2024, the Mayor and City Council awarded a Contract for the Spring Creek Phase 1 Water Main Improvements Project, in the amount of \$7,994,694.14, 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 incurred a design change for the connection to the exiting 24" transmission main. The change allows for constructability for future projects in the adjacent water main system. The quantities and unit prices have been reviewed and are in accordance with provisions within the contract documents.

Change Order No. 1, a net increase in the amount of \$153,675.21 is for the following: Time extension to contract milestones due to IDOT permit delays, bore & jack procurement, winter conditions, and design change; additional quantities due to design change for connection to 24" transmission main; Granular Trench Backfill; Water Main (Open Cut), 8-Inch DI; Water Main (Open Cut), 16-Inch DI; Miscellaneous Fittings; Connect To Water Main (Non-Pressure), 8-Inch; Butterfly Valve, 16-Inch; Valve Vault, 5-Foot Diameter; Exploratory Excavation; HMA Remove and Replace, 2.5-Inch Binder 1.5-Inch Surface; HMA Remove and Replace, 4-Inch Binder 2-Inch Surface; Concrete Curb and Gutter Remove and Replace; Remove 8" Water Main; Additional Traffic Control; Connect To Water Main, Non-Pressure 24" X 16"; and Valve Vault, 6-Foot Diameter.

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$153,675.21).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve Change Order No. 1 to the contract for the Spring Creek Phase 1 Water Main Improvements Project, in the amount of \$153,675.21, on behalf of Austin Tyler Construction, Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 199-25

File ID: 199-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/04/2025

Department: Public Utilities

Final Action:

Title: Change Order No. 1 for the Spring Creek Phase 1 Water Main
Improvements Project to Austin Tyler Construction, Inc. in the Amount of
\$153,675.21

Agenda Date: 03/18/2025

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/10/2025
1	2	3/9/2025	Allison Swisher	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



Memo

File #: 200-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

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

BACKGROUND:

On January 17, 2023, the Mayor and City Council awarded a Contract for the Collins Street Water Main Improvements Project, in the amount of \$5,989,498.45, on behalf of Austin Tyler Construction, Inc., based on the Unit Prices provided in their bid. Change Order No. 1 was approved for a zero-sum value to provide a project time extension. The Public Service Committee will review this matter.

CONCLUSION:

This project has been completed, inspected, and accepted by the Department of Public Utilities. Change Order No. 2, a net decrease in the amount of (\$523,574.56) is for the following work:

- Additional Time Extension to Contract Milestones Due to Delays
 - IDOT Permit delay
 - Delay due to Rock Excavation
 - Railroad Permit Delay
 - Hills Ave access and coordination delays
- Additional Water Main Installation, 6-Inch and 16-Inch
- Additional Water Service Line Installation, 1-Inch
- Additional Connections to Water Main (Non-Pressure), 6-Inch and 10-Inch
- Additional Gate Valve, 6-Inch
- Additional Temporary Hot-Mix Asphalt Pavement
- Additional Hot Mix Asphalt Pavement Removal and Replacement
- Additional Brick Sidewalk Removal and Replacement
- Additional Restoration of Lawns and Parkways
- Additional Rock Excavation
- Additional Detector Loop, Type I
- Additional Inlet (Storm Sewer Improvements), Type A, 2' Diameter
- Additional Flagging Costs at CN Railroad
- Additional time due to unknown water main conflict at 36" Casing Bore at the Railroad Crossing
- Additional locating of existing utilities and adjusting of water services / connections at various

locations

- Addition of Raised Reflective Pavement Markers Per IDOT
- Deduct For Unused Pay Items
- Balancing Of Contract Value

Funds will be credited for this project to the Water Main Replacement Fund (Org 53880000, Object 557200, (\$226,357.46)), the Phase IV Lead Service Line Fund (Org 53680000, Object 557200, (\$194,128.00)), and the Sewer Improvement Fund (Org 50180020, Object 557200, (\$103,089.10)).

Also, Pay Estimate No. 8 and Final, in the amount of \$1,024,211.90, is presented for approval 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. 2, a net decrease in the amount of (\$523,574.56);
2. Approve Pay Estimate No. 8 and Final, in the amount of \$1,024,211.90, on behalf of Austin Tyler Construction, Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 200-25

File ID: 200-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/04/2025

Department: Public Utilities

Final Action:

Title: Change Order No. 2 for the Collins Street Water Main Improvements Project to Austin Tyler Construction, Inc. for a Decreased Amount of (\$523,574.56) and Pay Estimate No. 8 and Final in the Amount of \$1,024,211.90

Agenda Date: 03/18/2025

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/10/2025
1	2	3/9/2025	Allison Swisher	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



Memo

File #: 204-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Amendment No. 1 to the Professional Services Agreement for the 2026 Water Main Rehabilitation Program for Detailed Design Services to Baxter & Woodman Inc. in the Amount of \$1,292,000.00

BACKGROUND:

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

A qualifications-based selection (QBS) is required to insure reimbursement for engineering fees from potential State Revolving Fund loan financing. In Fall 2021 the City published a Request for Qualifications for engineering services for the 2023 - 2030 water main replacement program. Ten (10) qualifications were received, four (4) firms were interviewed, and the selection committee consisting of staff from both the public utilities and public works departments identified Baxter & Woodman Inc. as the most qualified firm to complete the design engineering services for the program. Baxter & Woodman Inc. was also previously selected to be the City's water system rehabilitation consultant in 2015 based on a qualifications-based selection process. Baxter & Woodman Inc. has successfully completed design engineering for the City's 2017 - 2025 water main replacement projects.

On November 19, 2024, the Mayor and City Council approved a Professional Services Agreement with Baxter & Woodman Inc., in the amount of \$866,400.00, for preliminary design of the 2026 Water Main Rehabilitation Program. The 2026 water main replacement program consists of 11 contracts and will replace approximately 19 miles of water main. The scope of preliminary design included surveying, survey breakdown, preparation of CAD base sheets, and utility coordination. The preliminary design work will be completed soon, and the projects are ready to move to detailed design. The scope of work for detailed design includes preparing plan/profile drawings, specifications, cost estimates and permit applications and completing project bidding.

Baxter & Woodman Inc. was requested to provide a proposal for detailed design of the 2026 projects. The locations of the 11 projects that make up the 2026 Water Main Rehabilitation program are listed

below, and an Exhibit showing the project locations is included with this memo. The Public Service Committee will review this matter.

Project Name	Project Limits	Feet	Miles
Cunningham Phase 1	Raynor, Kelly, Wilcox, Oakland, Clement, and Vine (Moran to Ruby); Highland (Moran to Ross); Nicholson (Moran to Will Co building); Ross (Wilcox to Oakland, Clement to Highland, and Nicholson to Vine)	10,850	2.05
Emerald Lawns Phase 2	Lemorr (Roosevelt to Midland); Dellmar (Midland to Schriber); Loral (Midland to Kenilworth); Kenilworth (Dellmar to Black); Junie Ct; Catherine (Clara to Schriber); Dawes (Plainfield to Black); Roosevelt (Midland to Dawes); Agnes; Schriber (Lemorr to Catherine); Bryan (west end to Dawes); Loral (Midland to Kenilworth, west end to Dawes)	14,100	2.67
Forest Park Phase 4	Charlesworth (Woodruff to 1032 Charlesworth); Woodward (Charlesworth to dead end); Belle (Ewing to Draper); Fairview (Woodruff to Belle); Draper (Woodruff to north of creek); Woodruff (Fairview to Arthur); Ewing; Williamson (Magnolia to Draper)	10,350	1.96
Fourth and Eastern	York (Washington to Osgood); Eastern (Osgood to 5th); Sherman (Osgood to 4th); Marion (York to Eastern); Lincoln (Eastern to Richards); Mound (Sherman to Richards); 3rd (Eastern to Richards); Bartleson (Sherman to Richards); 4th (Chicago to Richards)	10,600	2.01
Glenwood and West Acres	Border (West Acres to Glenwood); West Acres (Border to Larkin); Glenwood (St Joe's Hospital to Larkin); 16" main on Joliet West HS property; Oneida (Fire Station to Larkin). Abandon rear yard mains between Madison-Border, Palladium-West Acres, and West Acres-Glenwood	7,000	1.33
Heggie Park Phase 2	Lloyds (Meeker to Chase); Royce (Francis to Cleveland); Francis, Meeker, Chase, and Cleveland (Collins to Henderson). Abandon railroad crossing (Cleveland to Ward)	10,000	1.89
Larkin (Theodore to Glenwood)	Lois (Vernon to Black); Larkin (Theodore to Glenwood); Vernon (Lois to Larkin); Asbury Circle Dr; Glenwood (Larkin to Woodlawn). Abandon side yard main between Lois and Larkin. Includes survey of Lois Pl apartments east of Braemer.	14,500	2.75
Oneida	Oneida (Prairie to Center); Wilcox (Oneida to midblock); Clement (midblock to Oneida); Nicholson (Oneida to Jefferson).	4,500	0.85
Twin Oaks Phase 2	Meadow Wood (south of Rosemont); Westport Dr; Rosemont Dr; Pamela Ct; Jeffrey Dr; Coventry Ct; Randy Rd; Twin Oaks (Randy to Rebecca); Twin Oaks Apt	6,700	1.27
Virginia Phase 2	Garnsey (Cass to Jerome); Henderson (Jackson to Washington); Virginia (Garnsey to Henderson); Dover (Garnsey to Henderson); Cass (east of creek to Henderson); Delaware Pl; Jerome; Norton (dead end to Henderson)	7,300	1.38
Washington Street	Washington (Henderson to Logan)	2,850	0.54

CONCLUSION:

Baxter & Woodman Inc. has submitted an amendment to the original engineering services agreement to perform detailed design services in the amount of \$1,292,000.00, bringing the total contract value (for preliminary design and detailed design) to \$2,158,400.00. The estimated cost of construction for the 2026 water main rehabilitation program is \$62,500,000.00. The total design fee is approximately 3.45% of the construction costs, which is below the industry standard of 6-8%.

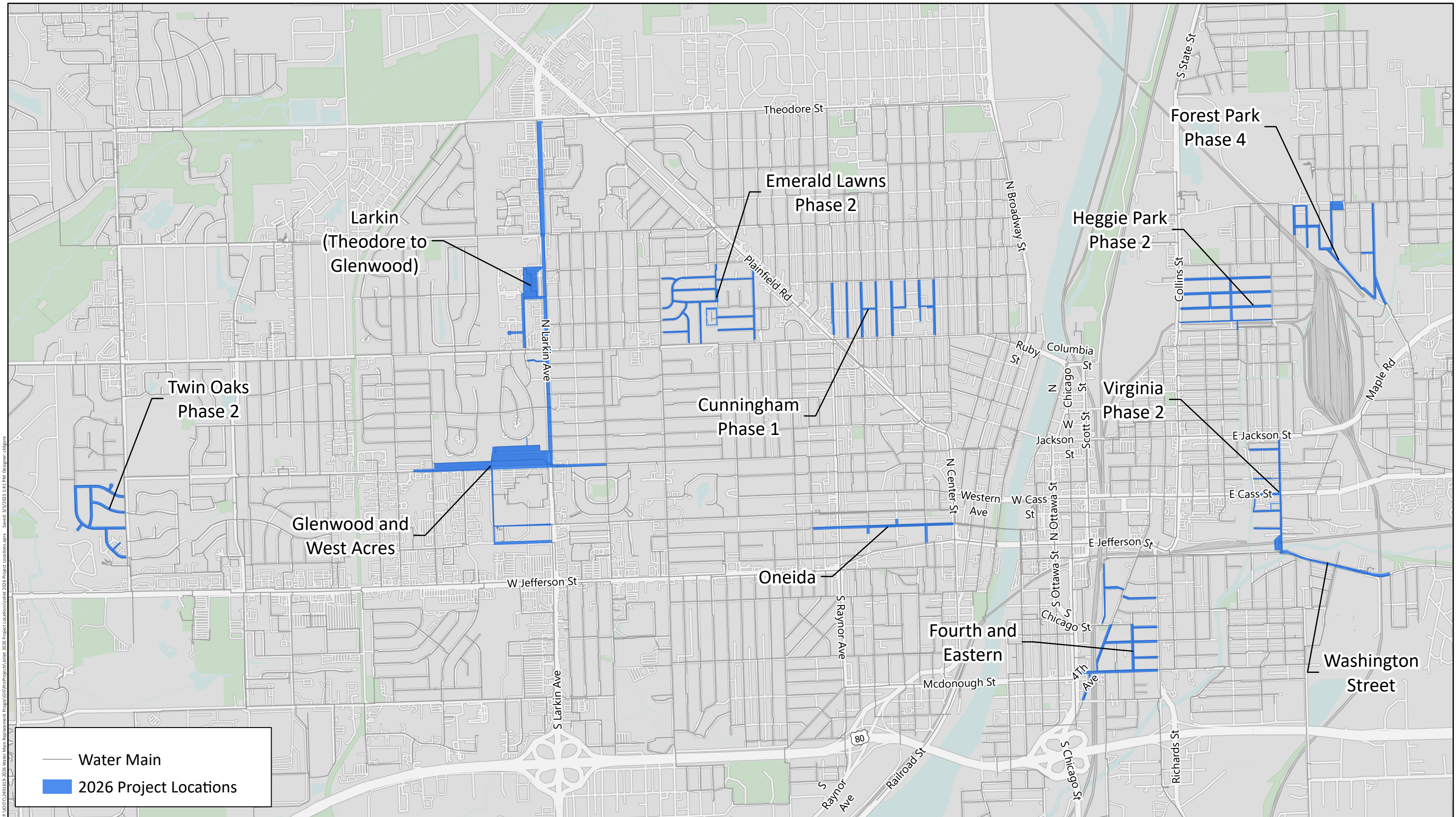
Funds will be charged to the Water Main Replacement Fund / Professional Services (Org 53880000, Object 557200, \$1,292,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve Amendment No. 1 to the Professional Services Agreement for detailed design services for the 2026 Water Main Rehabilitation Program, in the amount of \$1,292,000.00, on behalf of Baxter & Woodman Inc.

2026 WATER MAIN IMPROVEMENT AREAS

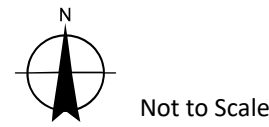
City of Joliet, Illinois



P:\PROJECTS\2026 Water Main Improvement Program\GIS\Projects\Joliet 2026 Project Locations.aprx. Saved: 3/5/2025 1:41 PM. Designer: chlgore

Source(s): Water Data and Project Locations from City of Joliet, Dec 2024.

County of Will, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS





City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 204-25

File ID: 204-25

Type: Agenda Item

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/05/2025

Department: Public Utilities

Final Action:

Title: Amendment No. 1 to the Professional Services Agreement for the 2026 Water Main Rehabilitation Program for Detailed Design Services to Baxter & Woodman Inc. in the Amount of \$1,292,000.00

Agenda Date: 03/18/2025

Attachments: 2026 WM Project Locations.pdf

Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/10/2025
1	2	3/10/2025	Allison Swisher	Approve	3/13/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



Memo

File #: 215-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

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

BACKGROUND:

The City of Joliet's existing water source, the deep groundwater aquifer, will be depleted to the point of not being able to meet the City's maximum day water demands by the year 2030. In January 2021, the City Council selected purchasing Lake Michigan water from the City of Chicago as its alternative water source. In order to receive Lake Michigan water, the City needs to make improvements to its water system such as addition of pumping and storage facilities and distribution system improvements. The City's funding strategy for these projects is a mixture of federal and state low interest loans.

In order to be eligible for IEPA SRF loan funding from the Public Water Supply Loan Program, the City is required to pass a Debt Authorizing Ordinance. The ordinance authorizes the City to borrow up to but not exceeding \$100,000,000.00 for the following projects:

- JOL-08-02 Elevated Storage Tanks (West and Central/Southeast)
- JOL-08-03 Booster Pump Stations/Upgrades and Morgan Street Pressure Reducing Valve
- JOL-08-04 Distribution System Improvements

The final loan amounts will not be determined until after each project is bid. Upon completion of project bidding, a loan application will be submitted to the IEPA for each project. A resolution authorizing the Mayor and City Manager to enter into the loan agreements will be approved prior to the start of each project. The money will not be officially borrowed until the time that the loan agreement is signed.

The Finance Committee will review this matter.

CONCLUSION:

The Administration is requesting approval of the attached Ordinance authorizing the City of Joliet to borrow funds up to \$100,000,000.00 from the IEPA Public Water Supply Loan Program for Joliet water system improvements required for implementation of the Alternative Water Source Program.

RECOMMENDATION:

Based on the above, the Administration recommends that the Mayor and City Council approve the attached Ordinance authorizing the City of Joliet to borrow funds up to \$100,000,000.00 from the IEPA Public Water Supply Loan Program for Joliet water system improvements required for implementation of the Alternative Water Source Program.

ORDINANCE NO.

ORDINANCE AUTHORIZING THE CITY OF JOLIET TO BORROW FUNDS FROM THE IEPA PUBLIC WATER SUPPLY LOAN PROGRAM FOR JOLIET WATER SYSTEM IMPROVEMENTS REQUIRED FOR IMPLEMENTATION OF THE ALTERNATIVE WATER SOURCE PROGRAM

WHEREAS, the City of Joliet (the "City"), Will and Kendall Counties, Illinois is an Illinois municipal corporation and home rule unit of local government that has provided by ordinance for the combination of its municipally-owned waterworks system and its municipally-owned sanitary sewerage system and for the operation thereof as a single utility (the "System"), in accordance with the provisions of Division 139 of Article 11 of the Illinois Municipal Code, as supplemented and amended (the "System Act"), the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively the "Reform Act"), and the home rule powers of the City under the provisions of Section 6 of Article VII of the Illinois Constitution ("Home Rule Powers") (said System Act, Reform Act and Home Rule Powers, collectively, the "Enabling Law"); and

WHEREAS, the Mayor and City Council of the City of Joliet (the "Corporate Authorities") have previously issued various series of Waterworks and Sewerage Revenue Bonds (collectively, the "Outstanding Bonds") pursuant to the Master Indenture of Trust securing Waterworks and Sewerage Revenue Senior Lien Obligations dated as of March 15, 2022 (the "Master Indenture") from the City to U.S. Bank Trust Company, National Association, as trustee, which provides for a "Waterworks and Sewerage Fund" (the "Fund") of the City for the financial management and accounting for the System; and

WHEREAS, the Master Indenture governs the collection, segregation, and application of all revenues (the "Revenues") of the System and provides for the accounts of the Fund, one of which is the "System General Fund," which account is subordinate to the various other accounts of the Fund in the application of the Revenues; and

WHEREAS, the terms of the Master Indenture are hereby acknowledged and made controlling as to the terms of the borrowings provided for in this Ordinance; and

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary and in the best interest of the public health, safety and welfare to improve the System by completing the following projects:

- L176787 JOL-08-02 Elevated Storage Tanks (West and Central/Southeast)
- L176801 JOL-08-03 Booster Pump Stations/Upgrades and Morgan Street Pressure Reducing Valve
- L176802 JOL-08-04 Distribution System Improvements

together with any land or rights in land and all electrical, mechanical, or other services necessary, useful or advisable to the construction and installation (the "Projects"), all in accordance with the plans and specifications prepared by the consulting engineers of the City, which Projects have a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Projects, including engineering, legal, financial, and other related expenses is one hundred million dollars (\$100,000,000.00) and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the costs of the Projects are expected to be paid for with three separate loans (the "Loans") to the City from the State of Illinois Public Water Supply Loan Program through the Illinois Environmental Protection Agency (the "IEPA"), the Loans to be repaid from revenues of the System from the System General Fund, and the Loans are authorized to be accepted at this time pursuant to Enabling Law; and

WHEREAS, each Loan shall be evidenced by a "Loan Agreement" in form and substance provided by the IEPA, shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Enabling Law at the time of the issuance of the Loan; and

WHEREAS, the principal and interest payments to be made with respect to the Loans shall be payable semi-annually, and each of the Loans shall mature within 30 years or such longer period as may be authorized by Illinois law after the completion of the portion of the Projects for which such Loan is made, which is within the period of useful life of each of the Projects; and

WHEREAS, in accordance with the provisions of Enabling Law, the City is authorized to borrow funds from the Public Water Supply Loan Program through the IEPA in the aggregate principal amount of one hundred million dollars (\$100,000,000.00) to provide funds to pay the costs of the Projects; and

WHEREAS, each loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the IEPA.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOLIET, WILL AND KENDALL COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2: Determination to Borrow Funds Pursuant to the Loans as Evidenced by the Loan Agreements. It is necessary and in the best interests of the City to construct the Projects for the public health, safety and welfare, in accordance with the plans and

specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; and pursuant to the Master Indenture; and that for the purpose of paying a part of the costs of constructing the Projects, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the Loans) not to exceed **one hundred million dollars** (\$100,000,000.00) said Loans to be evidenced by the Loan Agreements.

SECTION 3: Additional Ordinances. The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreements with the IEPA, prescribing all the details of the Loan Agreements and providing for the collection, segregation and distribution of the revenues of the System on deposit in the System General Fund, so long as the maximum amount of each Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Enabling Law or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the IEPA.

SECTION 4: Loans not Indebtedness of City. Repayment of the Loans to the IEPA by the City pursuant to this Ordinance is to be solely from the Revenues on deposit to the credit of the System General Fund, and the Loans do not and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5: Application for Loans. The City Manager is hereby authorized to make application to the IEPA for the Loans through the Public Water Supply Loan Program, in accordance with the Loan requirements set out in 35 Ill. Adm. Code 662.

SECTION 6: Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the offer of the Loans through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreements as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the Loan funds awarded shall be used solely for the purposes of the Projects as approved by the IEPA in accordance with the terms and conditions of the fourteen Loan Agreements.

SECTION 7: Reserve Accounts. The City will establish and maintain, at all times that these Loans are outstanding and unpaid and the Loan Agreements accordingly are in effect,

reasonable fees, charges and rates for the use and service of the System and will provide for the collection thereof and the segregation and application of the Revenues in the manner provided by the Master Indenture and this ordinance, sufficient at all times to pay Operating Expenses (as defined in the Master Indenture); to pay the principal of and interest on all revenue bonds of the City which by their terms are payable solely from Revenues.

The City hereby agrees to establish and maintain subaccounts of the System General Fund known as the JOL-08-02 Elevated Storage Tanks SubAccount, JOL-08-03 Booster Pump Stations/Upgrades and Morgan Street Pressure Reducing Valve SubAccount, JOL-08-04 Distribution System Improvements The subaccounts shall secure only the IEPA Loans for the:

L176787 JOL-08-02 Elevated Storage Tanks

L176801 JOL-08-03 Booster Pump Stations/Upgrades and Morgan Street Pressure Reducing Valve

L176802 JOL-08-04 Distribution System Improvements

Such subaccounts shall be funded with such monies as reserved for the payment of the Loans as the Loan Agreements shall require; and upon funding, such reserves shall further secure payments of the Loans. Each Program Sub-Account within the System General Fund to be established with respect to a loan pursuant to this Section 7 may be consolidated and administered by the City as a single sub- account within the System General Fund.

The City has outstanding bonds, payable from revenues of the System, that are senior to the Loans authorized by this Ordinance, and the City establishes an account, coverage, and reserves equivalent to the accounts, coverages and reserves as the senior lien holders in accordance with 35 Ill. Admin. Code 662.350(a)(9)(C)(PWS).

SECTION 8: Authorization of Mayor to Execute Loan Agreements. The Mayor is hereby authorized and directed to execute the Loan Agreements with the IEPA. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the IEPA in connection with one or more of the Loans.

SECTION 9: Subordination. All Loans to the City from the State of Illinois Public Water Supply Loan Program through the IEPA and the Loan Agreements with respect thereto shall be completely subordinated to all Senior Lien Obligations under the Master Indenture, and to all requirements of all Funds, Sub-Funds, and Accounts maintained under the Master Indenture having a priority on application of the Revenues to that of the System General Fund. All such State of Illinois Public Water Supply Loan Program Loans shall be payable from the System General Fund. In addition, the City reserves the right to designate such Loans as Junior Lien Obligations under the Master Indenture payable from moneys that may be withdrawn from the Junior Lien Obligation Debt Service Fund.

SECTION 10: Severability. If any section, paragraph, clause, or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 11: Repealer. All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PASSED this ____ day of _____, 2025

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 215-25

File ID: 215-25

Type: Ordinance

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/07/2025

Department: Public Utilities

Final Action:

Title: Ordinance Authorizing the City of Joliet to Borrow Funds from the IEPA Public Water Supply Loan Program for Joliet Water System Improvements Required for Implementation of the Alternative Water Source Program

Agenda Date: 03/18/2025

Attachments: debt_authorizing_ordinance_joliet_20250305.docx

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/10/2025	Gina Logalbo	Approve	3/12/2025
1	2	3/10/2025	Allison Swisher	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



Memo

File #: 219-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

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

BACKGROUND:

The Illinois Department of Transportation is completing improvements in the I-80 corridor through Joliet. The Chicago Street interchange with I-80 will be reconstructed as part of this project. The acquisition of both permanent and temporary easements from a City owned property are necessary to complete the interchange reconstruction.

The Public Service Committee will review this matter.

CONCLUSION:

IDOT has submitted property appraisals and offers to purchase easements for the parcels. A summary of these parcels follows:

<u>PARCEL</u>	<u>PIN</u>	<u>ADDRESS</u>	<u>PURCHASE PRICE</u>
1P10189PE & TE	30-07-15-407-307-003	500-504 S. Chicago Street	\$21,000.00
	30-07-15-407-307-004		
	30-07-15-407-307-005		

The appraisals have been reviewed and found to be acceptable. Agreements for the appraised value of \$21,000.00 for the easements have been prepared by IDOT. The Agreements and Resolution granting the temporary easements are attached.

RECOMMENDATION:

Based on the above, it is recommended that the attached Resolution be approved and authorize the Mayor and City Clerk to execute documents to grant the permanent and temporary construction easements on behalf of the City at the indicated purchase price.

Owner The City of Joliet
Property 500-504 S. Chicago St.
Address Joliet, IL 60436
Route I-80
County Will
Job No. R-91-016-20
Parcel No. 1P10189PE and TE
P.I.N. No. 30-07-15-307-005;
30-07-15-307-003;
30-07-15-307-004
Section Ridge Road to US 30
Station 709+84.55 to 710+17.26 (PE)
Station 709+57.44 to 710+33.41 (TE)

CERTIFIED RESOLUTION
(Governmental Entity)

I, Lauren O'Hara, City Clerk of the City of Joliet, a governmental entity organized and existing under the laws of the State of Illinois, including without limitation, city, village, incorporated town, county, park district, or township, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Council or Board of said governmental entity, a quorum of its members, trustees, or commissioners being present at a meeting held of the _____ day of _____, _____, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Terry D'Arcy, the Mayor and Lauren O'Hara, the City Clerk of the Council or Board of the above-referenced governmental entity are hereby authorized and directed to convey the governmental entity's interest in the following described real estate in Will County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$21,000.00:

See attached legal description.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Route: I-80
Section:
County: Will
Job No.: R-91-016-20
Parcel No.: 1P10189PE
Station: 709+84.55 to 710+17.26
Index No.: 30-07-15-307-005;
30-07-15-307-003

That part of Lots 1, 2, and 3 in Block 19 of S.W. Bowen's Subdivision of Block 30, in the Canal Trustee's Subdivision of the West Half of Section 15, Township 35 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 30, 1858 in Plat Book 56, Page 24, Will County Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99995667; described as follows:

Commencing at the northeast corner of said Lot 1; thence South 88 degrees 27 minutes 27 seconds West along the north line of said Lot 1, a distance of 46.27 feet to the Point of Beginning; thence South 28 degrees 42 minutes 38 seconds West 16.35 feet; thence South 05 degrees 35 minutes 12 seconds West 4.85 feet; thence South 21 degrees 42 minutes 43 seconds East 24.12 feet to a point on a nontangent curve; thence southwesterly 11.57 feet along said nontangent curve to the right, having a radius of 760.00 feet, the chord of said curve bears South 07 degrees 29 minutes 05 seconds West 11.57 feet to a line 3.00 feet south of and parallel with the north line of said Lot 3; thence South 88 degrees 27 minutes 27 seconds West along said parallel line 9.13 feet to a point on a nontangent curve; thence southwesterly 22.96 feet along said nontangent curve to the right, having a radius of 751.00 feet, the chord of said curve bears South 08 degrees 54 minutes 41 seconds West 22.96 feet; thence North 80 degrees 17 minutes 38 seconds West 6.00 feet to the existing right of way line of Illinois Route 53 (Chicago Street) recorded March 30, 1992 per Document Number R92-22171 and to a point on a nontangent curve; thence northeasterly 75.26 feet along said right of way line and nontangent curve to the left, having a radius of 745.00 feet, the chord of said curve bears North 06 degrees 53 minutes 38 seconds East 75.22 feet to said north line of Lot 1; thence North 88 degrees 27 minutes 27 seconds East along said north line 10.48 feet to the Point of Beginning.

Said parcel containing 0.015 Acres, more or less.

Route: I-80
Section:
County: Will
Job No.: R-91-016-20
Parcel No.: 1P10189TE
Station: 709+57.44 to 710+33.41
Index No.: 30-07-15-307-005;
30-07-15-307-003;
30-07-15-307-004

That part of Lots 1, 2, 3, and 4 in Block 19 of S.W. Bowen's Subdivision of Block 30, in the Canal Trustee's Subdivision of the West Half of Section 15, Township 35 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 30, 1858 in Plat Book 56, Page 24, Will County Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99995667; described as follows:

Commencing at the northeast corner of said Lot 1; thence South 88 degrees 27 minutes 27 seconds West along the north line of said Lot 1, a distance of 31.63 feet to a point on a nontangent curve and to the Point of Beginning; thence southwesterly 53.45 feet along said nontangent curve to the right, having a radius of 770.00 feet, the chord of said curve bears South 05 degrees 48 minutes 30 seconds West 53.44 feet to a line 3.00 feet south of and parallel with the north line of said Lot 3; thence North 88 degrees 27 minutes 27 seconds East along said parallel line 16.80 feet to the easterly line of said Lot 3; thence South 20 degrees 41 minutes 37 seconds West along said easterly line of Lot 3 and the easterly line of said Lot 4, a distance of 147.12 feet to the existing right of way line of Illinois Route 53 (Chicago Street); thence North 01 degrees 31 minutes 33 seconds West along said existing right of way line 73.35 to the existing right of way line of Illinois Route 53 (Chicago Street) recorded March 30, 1992 per Document Number R92-22171 and to a point on a nontangent curve; thence northeasterly 42.50 feet along said right of way line and nontangent curve to the left, having a radius of 745.00 feet, the chord of said curve bears North 11 degrees 25 minutes 20 seconds East 42.50 feet; thence South 80 degrees 17 minutes 38 seconds East 6.00 feet to a point on a nontangent curve; thence northeasterly 22.96 feet along said curve to the left, having a radius of 751.00 feet, the chord of said curve bears North 08 degrees 54 minutes 41 seconds East 22.96 feet to said line that is 3.00 feet south of and parallel with the north line of said Lot 3; thence North 88 degrees 27 minutes 27 seconds East along said parallel line 9.13 feet to a point on a nontangent curve; thence northeasterly 11.57 feet along said curve to the left, having a radius of 760.00 feet, the chord of said curve bears North 07 degrees 29 minutes 05 seconds East 11.57 feet; thence North 21 degrees 42 minutes 43 seconds West 24.12 feet; thence North 05 degrees 35 minutes 12 seconds East 4.85 feet; thence North 28 degrees 42 minutes 38 seconds East 16.35 feet to said north line of Lot 1; thence North 88 degrees 27 minutes 27 seconds East along said north line 14.64 feet to the Point of Beginning.

Said parcel containing 0.093 Acres, more or less.



Illinois Department of Transportation

Affidavit of Title

Owner City of Joliet
 Property 500-504 S. Chicago S.
 Address Joliet, IL 60436
 Route I-80
 Section Ridge Road to US 30
 County Will
 Job No. R-91-016-20
 Parcel No. 1P10189PE and TE
 30-07-15-307-005;
 30-07-15-307-003;
 P.I.N. No. 30-07-15-307-004
 Station 709+84.55 to 710+17.26 (PE)
 Station 709+57.44 to 710+33.41 (TE)

State of Illinois)
) ss.
 County of Will)

I, Terry D'Arcy , Mayor

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
 There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
 - Vacant and unimproved Agricultural and unimproved
 - Improved and
 - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual **owner** of the property is: _____

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, _____.

By: _____
Signature

Terry D'Arcy, Mayor
Print Name and Title if applicable

State of Illinois)
) ss
County of Will)

This instrument was acknowledged before me on _____, _____, by
Terry D'Arcy, Mayor _____.

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Date: 06/10/2024

Job R-91-016-20
I-80
County Will
Section Ridge Road to US 30
Parcel 1P10189

WTC Number: I1-2021WL-5031.0

A.L.T.A. COMMITMENT FORM
Schedule A Continued

LEGAL DESCRIPTION

LOT 3 EXCEPT THE NORTH 3 FEET THEREOF IN BLOCK 19 OF S.W. BOWEN'S SUBDIVISION OF BLOCK 30 IN CANAL TRUSTEES SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE 3RD PM, EXCEPT THAT PART TAKEN FOR WIDENING OF PUBLIC ROADWAY, TOWNSHIP OF JOLIET, COUNTY OF WILL, STATE OF ILLINOIS.

AND

LOT 4 IN BLOCK 19 OF S.W. BOWEN'S SUBDIVISION OF BLOCK 30 IN CANAL TRUSTEES SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 15 TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN, TOWNSHIP OF JOLIET, COUNTY OF WILL, STATE OF ILLINOIS.

AND

ALL OF LOTS 1 AND 2 OF THE NORTH 3 FEET OF LOT 3, IN BOWEN'S SUBDIVISION OF LOT 19, IN THE SUBDIVISION OF BLOCK 30, IN THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE LAND CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN WARRANTY DEED RECORDED MAY 28, 1991 AS DOCUMENT NO. R91-027942), IN WILL COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 30-07-15-307-003; 30-07-15-307-004; 30-07-15-307-005

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

WHEATLAND TITLE GUARANTY COMPANY

SWORN ALTA LOAN AND/OR OWNERS POLICY STATEMENT

Title Commitment No. 11-2021WL-5031.0

The undersigned being first duly sworn under penalty of perjury on oath certifies with respect to the land described in the above commitment:

1. That there are no adverse claims of ownership, no contracts for the furnishing of any material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or in any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied; that there are no recorded or unrecorded: contracts to purchase the land, deeds of conveyance, easements, mortgages, financing statements, water bills, weed liens, subdivisions, homeowner's and/or condominium association dues, liens of any kind, or leases to which the land is subject, except as shown in the above commitment, and except as listed below; they contain no options to purchase, rights of renewal, or other unusual provisions and terminate on this date, except as noted below. (If no lease, contracts, etc., state none".)

(Attach additional page if necessary)

2. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledges thereof against any defenses thereto by the mortgagor of the mortgagor's heirs, personal representative or assigns.

3. The above statements are made for the purpose of inducing WHEATLAND TITLE GUARANTY CO., to issue an owners and/or loan policy pursuant to the above commitment and agree to indemnify said company against any false or erroneous statement made herein.

Date: _____

Date: _____

Seller, Owner, or Party in Interest

Buyer, Agent, or Party in Interest

Corporation

IN WITNESS WHEREOF, _____
_____ has caused these
presents to be signed by its _____
President and attested by its _____
Secretary under its corporate seal on the above date.

Corporation

IN WITNESS WHEREOF, _____
_____ has caused these
presents to be signed by its _____
President and attested by its _____
Secretary under its corporate seal on the above date.

By _____
President

By _____
President

ATTEST: _____
Secretary

ATTEST: _____
Secretary

Trust

The above statements are made by _____
_____,
not personally but as Trustee under the agreement known
as Trust No. _____, on the above date by written
authority and direction of the beneficiaries under the said
Trust _____
(Trust Officer)

Trust

The above statements are made by _____
_____,
not personally but as Trustee under the agreement known
as Trust No. _____, on the above date by written
authority and direction of the beneficiaries under the said
Trust _____
(Trust Officer)

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____; and, to the best of the knowledge and belief of the undersigned, the proceeds were not used to finance the making of future improvements or repairs on the land.

Dated

Signature

Owner City of Joliet
Property 500-504 S. Chicago St.
Address Joliet, IL 60436
Route I-80
County Will
Job No. R-91-016-20
Parcel No. 1P10189TE
P.I.N. No. 30-07-15-307-005;
30-07-15-307-003;
30-07-15-307-004
Section Ridge Road to US 30
Station 709+57.44 to
Station 710+33.41

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

City of Joliet, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Terry D'Arcy, its Mayor, for and in consideration of Twelve Thousand and no/100 Dollars (\$12,000.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Will, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Route: I-80
Section:
County: Will
Job No.: R-91-016-20
Parcel No.: 1P10189TE
Station: 709+57.44 to 710+33.41
Index No.: 30-07-15-307-005;
30-07-15-307-003;
30-07-15-307-004

That part of Lots 1, 2, 3, and 4 in Block 19 of S.W. Bowen's Subdivision of Block 30, in the Canal Trustee's Subdivision of the West Half of Section 15, Township 35 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 30, 1858 in Plat Book 56, Page 24, Will County Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99995667; described as follows:

Commencing at the northeast corner of said Lot 1; thence South 88 degrees 27 minutes 27 seconds West along the north line of said Lot 1, a distance of 31.63 feet to a point on a nontangent curve and to the Point of Beginning; thence southwesterly 53.45 feet along said nontangent curve to the right, having a radius of 770.00 feet, the chord of said curve bears South 05 degrees 48 minutes 30 seconds West 53.44 feet to a line 3.00 feet south of and parallel with the north line of said Lot 3; thence North 88 degrees 27 minutes 27 seconds East along said parallel line 16.80 feet to the easterly line of said Lot 3; thence South 20 degrees 41 minutes 37 seconds West along said easterly line of Lot 3 and the easterly line of said Lot 4, a distance of 147.12 feet to the existing right of way line of Illinois Route 53 (Chicago Street); thence North 01 degrees 31 minutes 33 seconds West along said existing right of way line 73.35 to the existing right of way line of Illinois Route 53 (Chicago Street) recorded March 30, 1992 per Document Number R92-22171 and to a point on a nontangent curve; thence northeasterly 42.50 feet along said right of way line and nontangent curve to the left, having a radius of 745.00 feet, the chord of said curve bears North 11 degrees 25 minutes 20 seconds East 42.50 feet; thence South 80 degrees 17 minutes 38 seconds East 6.00 feet to a point on a nontangent curve; thence northeasterly 22.96 feet along said curve to the left, having a radius of 751.00 feet, the chord of said curve bears North 08 degrees 54 minutes 41 seconds East 22.96 feet to said line that is 3.00 feet south of and parallel with the north line of said Lot 3; thence North 88 degrees 27 minutes 27 seconds East along said parallel line 9.13 feet to a point on a nontangent curve; thence northeasterly 11.57 feet along said curve to the left, having a radius of 760.00 feet, the chord of said curve bears North 07 degrees 29 minutes 05 seconds East 11.57 feet; thence North 21 degrees 42 minutes 43 seconds West 24.12 feet; thence North 05 degrees 35 minutes 12 seconds East 4.85 feet; thence North 28 degrees 42 minutes 38 seconds East 16.35 feet to said north line of Lot 1; thence North 88 degrees 27 minutes 27 seconds East along said north line 14.64 feet to the Point of Beginning.

Said parcel containing 0.093 Acres, more or less.

Owner The City of Joliet
Property 500-504 S. Chicago St.
Address Joliet, IL 60436
Route I-80
County Will
Job No. R-91-016-20
Parcel No. 1P10189PE
P.I.N. No. 30-07-15-307-005;
30-07-15-307-003
Section Ridge Road to US 30
Station 709+84.55 to
Station 710+17.26

PERMANENT EASEMENT
(Governmental Entity)

The City of Joliet, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Terry D'Arcy, its Mayor, for and in consideration of Nine Thousand and no/100 Dollars (\$9,000.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a permanent easement for the purpose of a bus stop pad; install sidewalk; install drainage; grading and maintenance of new improvements and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Will, State of Illinois and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting held on the _____ day of _____, _____.

Route: I-80
Section:
County: Will
Job No.: R-91-016-20
Parcel No.: 1P10189PE
Station: 709+84.55 to 710+17.26
Index No.: 30-07-15-307-005;
30-07-15-307-003

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Commencing at the northeast corner of said Lot 1; thence South 88 degrees 27 minutes 27 seconds West along the north line of said Lot 1, a distance of 46.27 feet to the Point of Beginning; thence South 28 degrees 42 minutes 38 seconds West 16.35 feet; thence South 05 degrees 35 minutes 12 seconds West 4.85 feet; thence South 21 degrees 42 minutes 43 seconds East 24.12 feet to a point on a nontangent curve; thence southwesterly 11.57 feet along said nontangent curve to the right, having a radius of 760.00 feet, the chord of said curve bears South 07 degrees 29 minutes 05 seconds West 11.57 feet to a line 3.00 feet south of and parallel with the north line of said Lot 3; thence South 88 degrees 27 minutes 27 seconds West along said parallel line 9.13 feet to a point on a nontangent curve; thence southwesterly 22.96 feet along said nontangent curve to the right, having a radius of 751.00 feet, the chord of said curve bears South 08 degrees 54 minutes 41 seconds West 22.96 feet; thence North 80 degrees 17 minutes 38 seconds West 6.00 feet to the existing right of way line of Illinois Route 53 (Chicago Street) recorded March 30, 1992 per Document Number R92-22171 and to a point on a nontangent curve; thence northeasterly 75.26 feet along said right of way line and nontangent curve to the left, having a radius of 745.00 feet, the chord of said curve bears North 06 degrees 53 minutes 38 seconds East 75.22 feet to said north line of Lot 1; thence North 88 degrees 27 minutes 27 seconds East along said north line 10.48 feet to the Point of Beginning.

Said parcel containing 0.015 Acres, more or less.

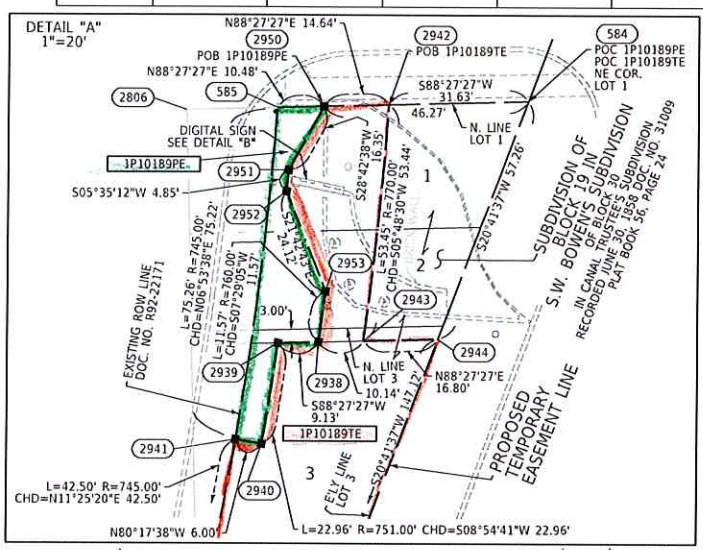
PART OF THE SW 1/4 OF SECTION 15 AND PART OF THE SE 1/4 OF SECTION 16, BOTH IN TWP. 35 N., R. 10 E. OF THE 3RD. P.M., IN WILL COUNTY, ILLINOIS.

PROJECT COORDINATES
ILLINOIS STATE PLANE, EAST ZONE, NAD83 (2011)

COORDINATE TABLE - INTERSTATE 80

PT. NO.	STATION	OFFSET	NORTHING	EASTING
2719	69+06.38	641.20' LT.	1,765,368.4105	1,052,713.3460
2717	69+07.08	646.06' LT.	1,765,373.3054	1,052,713.2143
569	69+26.99	644.25' LT.	1,765,373.7998	1,052,729.2068
570	69+34.67	693.77' LT.	1,765,423.6781	1,052,727.8645
571	70+20.72	684.76' LT.	1,765,425.7811	1,052,795.9434
572	70+49.95	900.93' LT.	1,765,657.9916	1,052,863.8524
573	70+49.98	899.73' LT.	1,765,658.2387	1,052,871.8486
694	705+73.74	945.16' LT.	1,765,716.2561	1,052,936.3163
621	705+77.53	811.07' LT.	1,765,585.0544	1,052,964.2437
610	705+77.70	788.79' LT.	1,765,563.1731	1,052,968.4318
622	705+78.87	855.37' LT.	1,765,628.8696	1,052,957.5667
668	705+79.32	899.81' LT.	1,765,672.6570	1,052,949.9900
669	705+79.67	944.26' LT.	1,765,716.4414	1,052,942.3135
599	706+57.12	776.74' LT.	1,765,565.6532	1,053,048.7177
3079	707+05.84	195.09' LT.	1,765,002.3383	1,053,201.6140
2812	707+12.53	560.21' LT.	1,765,362.6703	1,053,142.2998
598	707+23.18	874.53' LT.	1,765,624.5721	1,053,105.0731
597	707+25.09	836.76' LT.	1,765,636.9476	1,053,104.7423
2811	707+63.24	627.13' LT.	1,765,437.6478	1,053,180.0939
3095	708+08.60	687.00' LT.	1,765,504.7237	1,053,213.9051
3080	708+18.60	727.11' LT.	1,765,545.9731	1,053,216.5092
2810	708+31.17	542.21' LT.	1,765,366.3804	1,053,262.2424
853	708+42.55	615.10' LT.	1,765,440.1247	1,053,260.2780
589	708+52.73	680.31' LT.	1,765,506.1019	1,053,258.5204
588	708+67.31	773.76' LT.	1,765,600.6535	1,053,256.0016
596	708+99.94	1,094.51' LT.	1,765,922.0267	1,053,230.2045
3081	709+39.75	1,045.38' LT.	1,765,880.8888	1,053,278.2316
587	709+57.44	923.22' LT.	1,765,763.9243	1,053,317.6756
586	709+68.75	995.69' LT.	1,765,837.2481	1,053,315.7223
3082	709+77.17	1,186.44' LT.	1,766,026.3789	1,053,289.5767
2941	709+84.55	1,035.15' LT.	1,765,878.9046	1,053,324.1386
2806	709+86.61	1,110.13' LT.	1,765,953.0322	1,053,312.6379
2940	709+90.18	1,033.09' LT.	1,765,877.8930	1,053,330.0527
2939	709+97.77	1,054.76' LT.	1,765,900.5777	1,053,333.6096
2937	710+05.61	1,088.01' LT.	1,765,934.7040	1,053,335.3172
2938	710+06.79	1,053.35' LT.	1,765,900.8234	1,053,342.7320
585	710+06.91	1,106.97' LT.	1,765,953.5850	1,053,333.1680
2951	710+06.95	1,092.68' LT.	1,765,939.5296	1,053,335.7893
2953	710+10.34	1,064.37' LT.	1,765,912.2972	1,053,344.2394
2943	710+16.81	1,051.79' LT.	1,765,901.0963	1,053,352.8645
2950	710+17.26	1,105.36' LT.	1,765,953.8671	1,053,343.6423
2942	710+31.72	1,103.11' LT.	1,765,954.2611	1,053,358.2725
2944	710+33.41	1,049.21' LT.	1,765,901.5486	1,053,369.6618
584	710+62.98	1,098.24' LT.	1,765,955.1127	1,053,389.8951

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA		PARCEL INDEX NUMBER
					ACRES	SQUARE FEET	
1P10188	0.170	0.170	0.000	0.000			30-07-16-427-013
1P10189	0.136	0.000	0.000	0.136	PE=0.015	TE=0.093	30-07-15-307-003 30-07-15-307-004 30-07-15-307-005





City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 219-25

File ID: 219-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/05/2025

Department: Public Works

Final Action:

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

Agenda Date: 03/18/2025

Attachments: Resolution, 1. 500-504 Chicago Street Affidavit of Title.pdf, 2. 500-504 Chicago Street Alta.pdf, 3. 500-504 Chicago Street Temporary Easement.pdf, 4. 500-504 Chicago Street Permanent Easement.pdf, 5. 500-504 Chicago Street Easement Plat.pdf

Entered by: gruddy@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/10/2025	Gina Logalbo	Approve	3/10/2025
1	2	3/10/2025	Greg Ruddy	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/10/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/12/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 220-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

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

BACKGROUND:

The Illinois Department of Transportation (IDOT) will be replacing the I-80 Des Plaines River Bridge over the next several years. The project will include replacement and realignment of the I-80 bridge, as well as the replacement of the Center Street and Chicago Street interchanges on the bridge approaches. Permanent and temporary construction easements will be required on two City owned properties utilized by the Department of Public Utilities on the east side of the Des Plaines River. The proposed temporary easement will be in effect for five (5) years. The properties, PINs 30-07-16-422-001 and 30-07-16-430-008, will be restored to preconstruction conditions following completion of the work. The Public Service Committee will review this matter.

CONCLUSION:

IDOT has submitted a property appraisal and offers to purchase a permanent easement for Parcel 1P10123PE. IDOT has requested Parcels 1P10122PE and 1P10122TE be considered donations since the land will be dedicated as City right of way upon completion of the project. A summary of these parcels is below.

<u>PARCEL</u>	<u>PIN</u>	<u>ADDRESS</u>	<u>PURCHASE PRICE</u>
1P10123PE	30-07-16-422-001	SS Lucas St. W/O Kiep	\$5,000.00
1P10122PE	30-07-16-430-008	Vacant Lot, River Street	\$10.00
1P10122TE	30-07-16-430-008	Vacant Lot, River Street	\$10.00

RECOMMENDATION:

Based on the above, it is recommended that the attached Resolution be approved authorizing the Mayor and City Clerk to execute documents to grant the permanent and temporary construction easements on behalf of the City at the indicated purchase price.

Owner The City of Joliet
Property Vacant Lot, River Street
Address Joliet, IL 60436
Route I-80
County Will
Job No. R-91-016-20
Parcel No. 1P10122PE and TE
P.I.N. No. 30-07-16-430-008
Section Ridge Road to US 30
Station 52+39.90 to 52+68.09 (PE)
Station 49+90.22 to 52+50.24 (TE)

CERTIFIED RESOLUTION
(Governmental Entity)

I, Lauren O'Hara, City Clerk of the City of Joliet, a governmental entity organized and existing under the laws of the State of Illinois, including without limitation, city, village, incorporated town, county, park district, or township, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Council or Board of said governmental entity, a quorum of its members, trustees, or commissioners being present at a meeting held of the _____ day of _____, _____, and _____
2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Terry D'Arcy, the Mayor and Lauren O'Hara, the City Clerk of the Council or Board of the above-referenced governmental entity are hereby authorized and directed to convey the governmental entity's interest in the following described real estate in Will County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$Donation:

See attached legal description.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Route: I-80
Section:
County: Will
Job No.: R-91-016-20
Parcel No.: 1P10122PE
Station: 52+39.90 to 52+68.09
Index No.: 30-07-16-430-008

That part of Block 125, in School Section Addition to Joliet, being a subdivision of part of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 12, 1834, in Plat Book 1, Pages 75 and 76, in Will County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99995667; described as follows:

Beginning at the northeast corner of said Block 125; thence South 01 degrees 33 minutes 52 seconds East, along the east line of said Block 125, a distance of 108.83 feet measured, (108.85 feet recorded), to the northerly right of way line of Interstate 80 as shown on Strip Map Plat No. 1, recorded May 12, 1961, in Book 33, Page 20, as Document Number 928726; thence northwesterly 17.86 feet along said northerly right of way line, being a non-tangent curve to the right, having a radius of 1680.16 feet measured, (1682.95 feet recorded), the chord of said curve bears North 80 degrees 21 minutes 39 seconds West, 17.86 feet; thence North 01 degrees 34 minutes 42 seconds West, 17.45 feet to a point of curve; thence northeasterly 89.39 feet along said curve to the right, having a radius of 281.08 feet, the chord of said curve bears North 07 degrees 31 minutes 56 seconds East 89.01 feet to the southerly line of Duncan Street, also being the north line of said Block 125; thence North 88 degrees 12 minutes 59 seconds East, along said southerly line of Duncan Street and north line of Block 125, a distance of 3.45 feet to the Point of Beginning.

Said parcel containing 0.034 Acres, more or less.

Route: I-80
Section:
County: Will
Job No.: R-91-016-20
Parcel No.: 1P10122TE
Station: 49+90.22 to 52+50.24
Index No.: 30-07-16-430-008

That part of Block 125, in School Section Addition to Joliet, being a subdivision of part of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 12, 1834, in Plat Book 1, Pages 75 and 76, in Will County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99995667; described as follows:

Commencing at the northeast corner of said Block 125; thence South 88 degrees 12 minutes 59 seconds West, along the southerly line of Duncan Street, also being the north line of said Block 125, a distance of 3.45 feet to non-tangent curve and to the Point of Beginning; thence southwesterly 89.39 feet on said curve to the left, having a radius of 281.08 feet, the chord of said curve bears South 07 degrees 31 minutes 56 seconds West 89.01 feet to a point of tangency; thence South 01 degrees 34 minutes 42 seconds East, 17.45 feet to the northerly right of way line of Interstate 80 as shown on Strip Map Plat No. 1, recorded May 12, 1961, in Book 33, Page 20, as Document Number 928726; thence northwesterly 260.58 feet along said northerly right of way line, being a non-tangent curve to the right, having a radius of 1680.16 feet measured, (1682.95 feet recorded), the chord of said curve bears North 75 degrees 36 minutes 48 seconds West, 260.32 feet; thence North 38 degrees 39 minutes 29 seconds East, 43.09 feet to said southerly line of Duncan Street, also being the north line of said Block 125; thence North 88 degrees 12 minutes 59 seconds East, along said line 236.55 feet to the Point of Beginning.

Said parcel containing 0.416 Acres, more or less.

Owner the City of Joliet
Property SS Lucas St., W/O Kiep Ave.
Address Joliet, IL 60436
Route I-80
County Will
Job No. R-91-016-20
Parcel No. 1P10123PE
P.I.N. No. 30-07-16-422-001
Section Ridge Road to US 30
Station 52+00.09 to
Station 52+99.50

CERTIFIED RESOLUTION
(Governmental Entity)

I, Lauren O'Hara, City Clerk of the City of Joliet, a governmental entity organized and existing under the laws of the State of Illinois, including without limitation, city, village, incorporated town, county, park district, or township, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Council or Board of said governmental entity, a quorum of its members, trustees, or commissioners being present at a meeting held of the _____ day of _____, _____, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Terry D'Arcy, the Mayor and Lauren O'Hara, the City Clerk of the Council or Board of the above-referenced governmental entity are hereby authorized and directed to convey the governmental entity's interest in the following described real estate in Will County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$5,000.00:

See attached legal description.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Route: I-80
Section:
County: Will
Job No.: R-91-016-20
Parcel No.: 1P10123PE
Station: 52+00.09 to 52+99.50
Index No.: 30-07-16-422-001

The West 1/2 of Lots 22, 23, and 24 of Kiep Brothers Subdivision of Block 114 of School Section Addition to Joliet in the West 1/2 of the Southeast Quarter of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.

Situated in the County of Will and State of Illinois.

Said parcel containing 0.230 Acres, more or less.

APPROVED

By Rod Richgruber at 1:41 pm, Mar 11, 2024

Owner The City of Joliet
Property Vacant Lot, River Street
Address Joliet, IL 60436
Route I-80
County Will
Job No. R-91-016-20
Parcel No. 1P10122PE
P.I.N. No. 30-07-16-430-008
Section Ridge Road to US 30
Station 52+39.90 to
Station 52+68.09

PERMANENT EASEMENT
(Governmental Entity)

The City of Joliet, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Terry D'Arcy, its Mayor, for and in consideration of Ten and no/100 Dollars (\$10.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a permanent easement for the purpose of elevated roadway and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Will, State of Illinois and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting held on the _____ day of _____, _____.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, _____.

City of Joliet
Name of Governmental Entity

By: _____
Signature

Terry D'Arcy, Mayor
Print Name and Title

ATTEST:

By: _____
Signature

Lauren O'Hara, City Clerk
Print Name and Title

State of Illinois)
) ss
County of Will)

This instrument was acknowledged before me on _____, _____, by
Terry D'Arcy _____, as Mayor _____
and Lauren O'Hara _____, as City Clerk _____
of the City of Joliet _____, a governmental entity
organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after recording, return to:

Illinois Department of Transportation
ATTN: David Howorth
Bureau of Land Acquisition
201 W. Center Court
Schaumburg, IL 60196

Route: I-80
Section:
County: Will
Job No.: R-91-016-20
Parcel No.: 1P10122PE
Station: 52+39.90 to 52+68.09
Index No.: 30-07-16-430-008

That part of Block 125, in School Section Addition to Joliet, being a subdivision of part of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 12, 1834, in Plat Book 1, Pages 75 and 76, in Will County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99995667; described as follows:

Beginning at the northeast corner of said Block 125; thence South 01 degrees 33 minutes 52 seconds East, along the east line of said Block 125, a distance of 108.83 feet measured, (108.85 feet recorded), to the northerly right of way line of Interstate 80 as shown on Strip Map Plat No. 1, recorded May 12, 1961, in Book 33, Page 20, as Document Number 928726; thence northwesterly 17.86 feet along said northerly right of way line, being a non-tangent curve to the right, having a radius of 1680.16 feet measured, (1682.95 feet recorded), the chord of said curve bears North 80 degrees 21 minutes 39 seconds West, 17.86 feet; thence North 01 degrees 34 minutes 42 seconds West, 17.45 feet to a point of curve; thence northeasterly 89.39 feet along said curve to the right, having a radius of 281.08 feet, the chord of said curve bears North 07 degrees 31 minutes 56 seconds East 89.01 feet to the southerly line of Duncan Street, also being the north line of said Block 125; thence North 88 degrees 12 minutes 59 seconds East, along said southerly line of Duncan Street and north line of Block 125, a distance of 3.45 feet to the Point of Beginning.

Said parcel containing 0.034 Acres, more or less.

Owner The City of Joliet
Property Vacant Lot, River Street
Address Joliet, IL 60436
Route I-80
County Will
Job No. R-91-016-20
Parcel No. 1P10122TE
P.I.N. No. 30-07-16-430-008
Section Ridge Road to US 30
Station 49+90.22 to to
Station 52+50.24

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

City of Joliet, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Terry D'Arcy, its Mayor, for and in consideration of Ten and no/100 Dollars (\$10.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Will, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, _____.

Route: I-80
Section:
County: Will
Job No.: R-91-016-20
Parcel No.: 1P10122TE
Station: 49+90.22 to 52+50.24
Index No.: 30-07-16-430-008

That part of Block 125, in School Section Addition to Joliet, being a subdivision of part of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 12, 1834, in Plat Book 1, Pages 75 and 76, in Will County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99995667; described as follows:

Commencing at the northeast corner of said Block 125; thence South 88 degrees 12 minutes 59 seconds West, along the southerly line of Duncan Street, also being the north line of said Block 125, a distance of 3.45 feet to non-tangent curve and to the Point of Beginning; thence southwesterly 89.39 feet on said curve to the left, having a radius of 281.08 feet, the chord of said curve bears South 07 degrees 31 minutes 56 seconds West 89.01 feet to a point of tangency; thence South 01 degrees 34 minutes 42 seconds East, 17.45 feet to the northerly right of way line of Interstate 80 as shown on Strip Map Plat No. 1, recorded May 12, 1961, in Book 33, Page 20, as Document Number 928726; thence northwesterly 260.58 feet along said northerly right of way line, being a non-tangent curve to the right, having a radius of 1680.16 feet measured, (1682.95 feet recorded), the chord of said curve bears North 75 degrees 36 minutes 48 seconds West, 260.32 feet; thence North 38 degrees 39 minutes 29 seconds East, 43.09 feet to said southerly line of Duncan Street, also being the north line of said Block 125; thence North 88 degrees 12 minutes 59 seconds East, along said line 236.55 feet to the Point of Beginning.

Said parcel containing 0.416 Acres, more or less.

Owner The City of Joliet
Property SS Lucas St. W/O Kiep Ave.
Address Joliet, IL 60436
Route I-80
County Will
Job No. R-91-016-20
Parcel No. 1P10123PE
P.I.N. No. 30-07-16-422-001
Section Ridge Road to US 30
Station 52+00.09 to
Station 52+99.50

PERMANENT EASEMENT
(Governmental Entity)

The City of Joliet, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Terry D'Arcy, its Mayor, for and in consideration of Five Thousand and no/100 Dollars (\$5,000.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a permanent easement for the purpose of elevated roadway and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Will, State of Illinois and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting held on the _____ day of _____, _____.

Route: I-80
Section:
County: Will
Job No.: R-91-016-20
Parcel No.: 1P10123PE
Station: 52+00.09 to 52+99.50
Index No.: 30-07-16-422-001

The West 1/2 of Lots 22, 23, and 24 of Kiep Brothers Subdivision of Block 114 of School Section Addition to Joliet in the West 1/2 of the Southeast Quarter of Section 16, Township 35 North, Range 10 East of the Third Principal Meridian.

Situated in the County of Will and State of Illinois.

Said parcel containing 0.230 Acres, more or less.

APPROVED

By Rod Richgruber at 1:41 pm, Mar 11, 2024



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 220-25

File ID: 220-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/05/2025

Department: Public Utilities

Final Action:

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

Agenda Date: 03/18/2025

Attachments: Resolution, Resolution-1P1023.pdf, 1P10122PE.pdf, 1P10122TE.pdf, 1P10123PE.pdf

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/10/2025	Gina Logalbo	Approve	3/11/2025
1	2	3/11/2025	Allison Swisher	Approve	3/12/2025
1	3	3/11/2025	Kevin Sing	Approve	3/13/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/13/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 221-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

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

BACKGROUND:

On June 4, 2024 the Mayor and City Council awarded the Professional Services Agreement for the design of the Lois Place Lift Station Rehabilitation project. The project includes replacing the existing Lois Place Lift Station with a new lift station and equipment. Preliminary engineering concluded that the existing site location is not desirable for the new lift station due to the limited space within the City's right-of-way. Therefore, it is recommended that the City purchase a small piece of land from the adjacent property owner, Larkin Professional Centre LLC, in order to construct the new lift station outside of the right of way. The Public Service Committee will review this matter.

CONCLUSION:

Staff contacted the owner and negotiated a purchase price of \$22,500.00 for the 32' x 55' lot.

Sufficient funds exist utilizing the Water & Sewer Improvement Fund / Lift Stations / Land (Org 50180031, Object 557100, \$22,500.00).

RECOMMENDATION:

Based on the above, it is recommended that the attached Resolution be approved authorizing the City Manager to take such action as may be reasonably required for the City of Joliet to timely perform the obligations of the City set forth therein and complete the conveyance of the subject property of the subdivided commercial lot at PIN 30-07-06-422-013-0000 from Larkin Professional Centre LLC in the amount of \$22,500.00.

RESOLUTION NO.

RESOLUTION AUTHORIZING ACQUISITION OF REAL ESTATE FROM LARKIN PROFESSIONAL CENTRE LLC (PARTIAL PIN 30-07-06-422-013-0000) FOR THE LOIS PLACE LIFT STATION REHABILITATION PROJECT IN THE AMOUNT OF \$22,500.00

WHEREAS, the City is replacing the Lois Place Lift Station; and,

WHEREAS, the purchase of property from Larkin Professional Centre LLC (Partial PIN 30-07-06-422-013-0000) is necessary to complete the planned improvements and is in the best interest of the City of Joliet.

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

SECTION 1: The City Manager is hereby authorized to acquire subdivision lot 2 of 801 N Larkin Avenue (30-07-06-422-013-0000) as set forth in Exhibit "A" attached hereto at the price of \$22,500.00.

SECTION 2: The City Manager is authorized to take such action as may be reasonably required for the City of Joliet to timely perform the obligations of the City.

PASSED this _____ day of March, 2025.

MAYOR

CITY CLERK

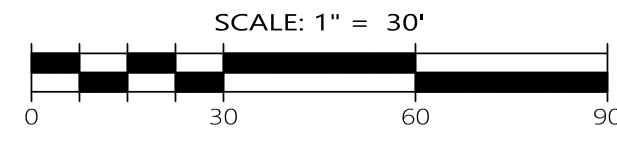
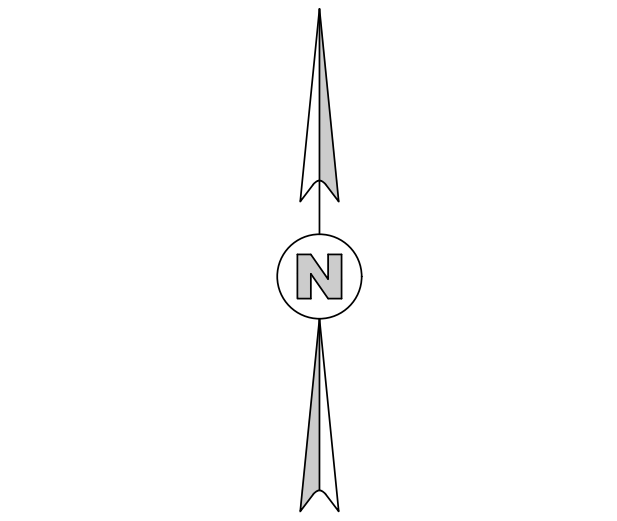
VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

RESUBDIVISION OF LOT 6 IN SARVER COMMERCIAL PROPERTY

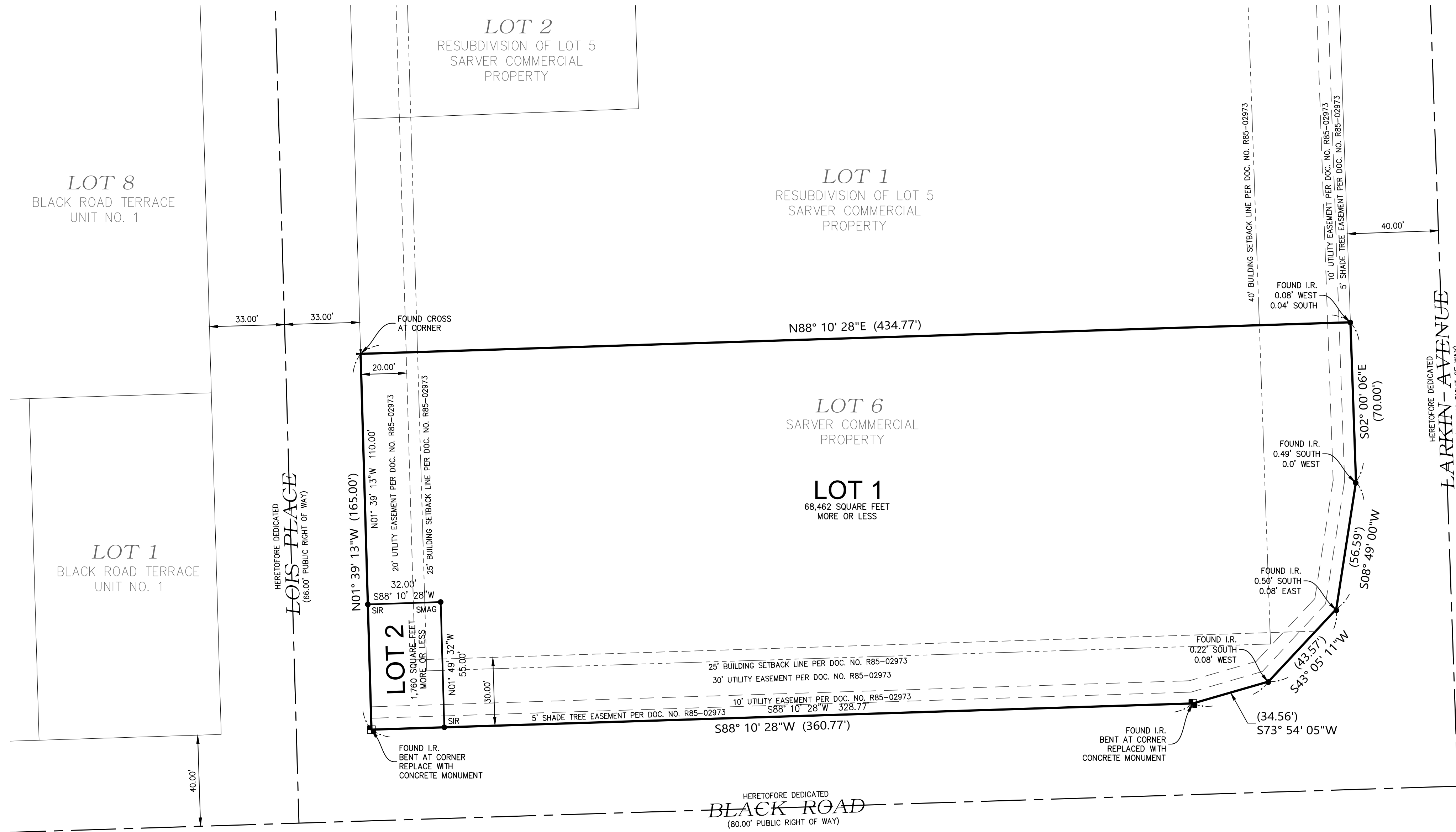
BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.



BASIS OF BEARINGS:
BEARINGS SHOWN HEREON BASED ON ILLINOIS STATE PLANE COORDINATES, ZONE EAST, NAD 83.

LEGEND

- PARCEL LIMITS
- UTILITY EASEMENT
- NON-EXCLUSIVE UTILITY EASEMENT
- BUILDING SETBACK LINE
- CENTER LINE OF RIGHT OF WAY



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF OGLE) SS

I, RUDY P. DIXON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003832, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED, AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

LOT 6 IN SARVER COMMERCIAL PROPERTY, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO HTE PLAT THEREOF RECORDED JANUARY 29, 1985 AS DOCUMENT NO. R85-02973, SITUATED IN WILL COUNTY, ILLINOIS.

I ALSO CERTIFY THAT THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS MADE BY ME.

I ALSO CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT OR SUBDIVISION IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY RATE MAPS "FIRM MAPS", PANEL NUMBER 17197C0142G WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2019.

I ALSO CERTIFY THAT THE PROPERTY, AS DESCRIBED ON THE ANNEXED PLAT, LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF JOLIET, ILLINOIS, WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HERETOFTER AMENDED.

ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 2024.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 035-003832
LICENSE EXPIRES NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NO. 007858-0010



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL) SS

THIS IS TO CERTIFY THAT _____ IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN BY THIS PLAT FOR USES AND PURPOSES HEREIN SET FORTH AND THAT SAID OWNER HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN.

TO THE BEST OF OUR KNOWLEDGE THE PROPERTY ON THIS PLAT, WHICH IS KNOWN AS RESUBDIVISION OF LOT 6 IN SARVER COMMERCIAL PROPERTY IS LOCATED WITHIN THE BOUNDARY LIMITS OF:

- SCHOOL DISTRICT 86
- HIGH SCHOOL DISTRICT 204
- COMMUNITY COLLEGE DISTRICT 525

DATED THIS _____ DAY OF _____, A.D. 20____.

LARKIN PROFESSIONAL CENTRE, LLC
3077 W JEFFERSON STREET, SUITE 100
JOLIET, IL 60435

ATTEST: _____ BY: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL) SS

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE

AFORES Aid, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AS OFFICERS OF SAID OWNER FOR THE USES AND PURPOSE THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____, A.D.

BY: _____ NOTARY PUBLIC

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL) SS

I, _____, COUNTY CLERK OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES OR UNPAID CURRENT GENERAL TAXES AGAINST ANY OF THE ESTATE DESCRIBED IN THE FOREGOING CERTIFICATES, GIVEN UNDER MY HAND AND SEAL AT JOLIET, ILLINOIS.

THIS _____ DAY OF _____, 20____, A.D.

WILL COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL) SS

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____ M.

WILL COUNTY RECORDER OF DEEDS

CERTIFICATE OF TAX MAPPING AND PLATTING

STATE OF ILLINOIS)
COUNTY OF WILL) SS

I, _____, DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE, DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION OF THIS PLAT AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT.

THE PROPERTY HEREIN DESCRIBED IS LOCATED ON TAX MAP NO. _____

AND IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PN) _____

DATED THIS _____ DAY OF _____, 20____, A.D.

WILL COUNTY DIRECTOR OF TAX MAPPING & PLATTING

STATE OF ILLINOIS)
COUNTY OF WILL) SS

I, _____, JOLIET CITY COLLECTOR, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT TAXES OR UNPAID SPECIAL ASSESSMENTS AGAINST THE PROPERTY DESCRIBED BY THIS PLAT.

DATED AT JOLIET, ILLINOIS, THIS _____ DAY OF _____, 20____, A.D.

CITY COLLECTOR

STATE OF ILLINOIS)
COUNTY OF WILL) SS

AS AUTHORIZED BY THE PLAT APPROVED BY ORDINANCE NO. _____

OF THE CITY COUNCIL OF THE CITY OF JOLIET, ON _____, 20____, A.D.

DATED AT JOLIET, ILLINOIS, THIS _____ DAY OF _____, 20____, A.D.

CITY CLERK

PROJECT NUMBER	240228
DATE	12/15/2024
SCALE	1" = 30'
DRAWN BY	MIKE DAVISON
CHECKED BY	MIKE DAVISON
DATE	09/05/2024
PROPERTY ADDRESS	801 N LARKIN AVENUE, JOLIET, IL 60435

FILE #	DESCRIPTION	DATE

SURVEYOR'S NOTES:

- 1) DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- 2) BEFORE STARTING ANY CONSTRUCTION OF THE PROPERTY DESCRIBED IN THIS PLAT, THE OWNER SHOULD CONSULT WITH THE CITY ENGINEER TO DETERMINE ANY LOCAL ORDINANCES, RESTRICTIONS, BUILDING LINES AND EASEMENTS.
- 3) REFER TO YOUR REED TITLE POLICY AND LOCAL ORDINANCES FOR RESTRICTIONS, BUILDING LINES AND EASEMENTS.
- 4) PARCEL DIMENSIONS AND/OR BEARINGS WITHIN THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT. THE SURVEYOR HAS FOUND NO CHANGES TO THE DATA PROVIDED BY THE CLIENT.

CLIENT:
TROTTER & ASSOCIATES, INC.
CONSULTING ENGINEERS
40W201 WASC0 ROAD, SUITE D ST. CHARLES, IL 60775
(630) 587-0470

REGIONAL LAND SERVICES
9512 FOWLER ROAD
ROCHELLE, ILLINOIS 61068
PHONE: (618) 559-2260

PROJECT NUMBER	240228
DATE	12/15/2024
SHEET	1 OF 1
DRAWING NUMBER	SUBDIVISION



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 221-25

File ID: 221-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/05/2025

Department: Public Utilities

Final Action:

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

Agenda Date: 03/18/2025

Attachments: Resolution, 240228_LOIS PLACE SUBPLAT.pdf

Entered by: odean@joliet.gov

Approval History

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



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 222-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Resolution Appropriating Motor Fuel Tax Funds for the 2025 Pavement Marking Program - MFT Section No. 25-00571-00-ST

BACKGROUND:

The 2025 Pavement Marking Program includes the markings on several major streets, State routes, neighborhood collector streets, and residential streets.

The Public Service Committee will review this matter.

CONCLUSION:

Funding for this project will come from Motor Fuel Tax (MFT) Funds. Since Motor Fuel Tax Funds are used for this project, the State of Illinois requires the Mayor and City Council to approve an MFT Resolution. Please find attached a Motor Fuel Tax Resolution appropriating \$286,532.00 for the 2025 Pavement Marking Program.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the MFT Resolution appropriating Motor Fuel Tax Funds for the 2025 Pavement Marking Program - MFT Section No. 25-00571-00-ST.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type: Original, Resolution Number, Section Number: 25-00571-00-ST

BE IT RESOLVED, by the Council of the City of Joliet... the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: VARIOUS

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Installation of Thermoplastic and Modified Urethane Pavement Markings throughout the City of Joliet.

2. That there is hereby appropriated the sum of Two Hundred Eighty Six Thousand Five Hundred Thirty Two and 00/100 Dollars (\$286,532.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Lauren O'Hara, City Clerk in and for said City of Joliet

of Joliet in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Joliet at a meeting held on March 18, 2025

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

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 222-25

File ID: 222-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/05/2025

Department: Public Works

Final Action:

Title: Resolution Appropriating Motor Fuel Tax Funds for the 2025 Pavement Marking Program - MFT Section No. 25-00571-00-ST

Agenda Date: 03/18/2025

Attachments: Resolution

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/7/2025
1	2	3/9/2025	Greg Ruddy	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/10/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/12/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 223-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176076 for the 2025 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 2025 Water Main Replacement Program. In January 2025, 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 \$60,000,000.00, at a simple interest rate of 1.87% for a 30-year term. Total costs for the 2025 Water Main Replacement Program are anticipated to be approximately \$71 million. The balance of the project costs will be funded using the City's existing WIFIA loan. The Finance 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.

RESOLUTION NO.

**RESOLUTION ACCEPTING ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY LOW INTEREST LOAN L176076
FOR THE 2025 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 \$60,000,000.00 at a simple interest rate of 1.87% 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 L176076 2025 Water Main Replacement project in the amount of \$60,000,000.00.

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 18th day of March, 2025.

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:	\$60,000,000.00	Construction start:	04/21/2025
Annual fixed loan rate:	1.87%	Construction complete:	12/17/2025
Term:	30 years	Initiation of operation:	11/17/2025
Repayments:	Semi-Annual	Initiation of repayment period:	11/17/2025
		First repayment due:	05/17/2026
		Final repayment due:	11/17/2055

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 04/21/2025.

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 139,035 lineal feet of watermain ranging in size from 4 to 16-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. An additional 250 lineal feet of 8-inch and 317 lineal feet of 10-inch watermain will be rehabbed and lined using the cured-in-place pipe method. 140 feet of 36-inch casing pipe will be used to install the 12-inch watermain under the railroad crossing.

This work is covered by IEPA Permit Numbers 1382-FY2024,0118-FY2025,0025-FY2025,0242-FY2025,0211-FY2025,0157-FY2024,0241-FY2025,0051-FY2025,1378-FY2024,026FY2025,1376-FY2024,0263-FY2025,0194-FY2025,0047-FY2025,0240-FY2025

	TOTAL	ELIGIBLE
Design Engineering - Baxter & Woodman (Crystal Lake)	\$2,428,428.00	\$2,180,442.00
Design Engineering - Burns & McDonnell Engineering Co., Inc.	\$345,328.72	\$345,328.72
Design Engineering - K&S Engineers, Inc.	\$119,585.00	\$114,285.00
Construction Engineering - Baxter & Woodman (Crystal Lake)	\$225,600.00	\$214,410.00
Construction Engineering - Burns & McDonnell Engineering Co., Inc.	\$4,153,765.52	\$3,872,235.92
Construction - Austin Tyler Construction, LLC(Broadway)	\$10,496,982.64	\$9,731,936.64
Construction - Austin Tyler Construction, LLC(Emerald Lawns Phase 2)	\$5,682,093.90	\$5,442,365.90
Construction - Len Cox and Sons Excavating(Glenwood Manor)	\$5,385,957.66	\$5,202,486.66
Construction - Airy's Inc.(Hickory Creek West)	\$4,615,949.00	\$4,105,118.00
Construction - Airy's Inc.(Highland Phase 2)	\$2,649,317.00	\$2,649,317.00
Construction - Brandt Excavating, Inc.(Krings Acres Phase 2B)	\$2,591,060.85	\$2,591,060.85
Construction - Construction by CAMCO, Inc.(Marquette Park)	\$4,789,334.41	\$4,696,768.86
Construction - Len Cox and Sons Excavating(Midland and Campbell)	\$3,923,952.36	\$3,792,927.36
Construction - D Construction, Inc.(North Downtown)	\$7,251,953.29	\$6,977,623.29
Construction - Austin Tyler Construction, LLC(North Prairie)	\$4,792,227.63	\$4,551,452.63
Construction - P. T. Ferro Construction, Inc.(Railroad Street)	\$2,610,424.27	\$2,563,264.27
Construction - Len Cox and Sons Excavating(Reedwood Phase 3)	\$3,678,375.13	\$3,393,144.77
Construction - M&J Underground, Inc.(Twin Oaks Phase 1)	\$1,968,957.82	\$1,968,507.82
Construction - Austin Tyler Construction, LLC(Upper Bluff)	\$5,685,247.00	\$4,921,362.00
Construction - P. T. Ferro Construction, Inc.(Virginia Phase 1)	\$1,961,434.65	\$1,881,944.65
Other - The Herald News(Bid Advertisements)	\$10,066.98	\$10,066.98
Contingency	\$1,934,078.42	\$1,934,078.42
TOTAL	\$77,300,120.25	\$73,140,127.74

The loan amount is \$60,000,000.00.

FUNDING SOURCES

\$2,922,891.41 of Construction costs and \$5,705 of Design Engineering are associated with the City's lead service line project, L176079. Funding for these costs will be provided by the L176079 Public Water Supply loan.

The following ineligible costs will be provided by the City's local water or sewer funds and/or WIFIA funds provided to the City: \$32,850 of Construction costs for landscape restoration allowances. \$658,245.50 of Construction costs for sewer work. \$247,581 for Design Engineering and \$292,719.60 for Construction Engineering.

SPECIAL CONDITIONS

None

STANDARD CONDITIONS

Please see Attachment A.

Attachment A

Loan Recipient: City of Joliet
L176076

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 Support 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 IEPA 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 662.460.

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 662.510 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 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.

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 IEPA), 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 IEPA web site.

18. 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.

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

- a. 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 IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.
- b. The loan recipient shall meet a BIL (Bipartisan Infrastructure Law) signage requirement by posting a sign at the project site for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA 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 IEPA 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: 223-25

File ID: 223-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/05/2025

Department: Public Utilities

Final Action:

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

Agenda Date: 03/18/2025

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

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/10/2025	Gina Logalbo	Approve	3/10/2025
1	2	3/10/2025	Allison Swisher	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



Memo

File #: 224-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176079 for the 2025 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 2025 lead water service line replacement program. In January 2025, 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 \$3,581,762.23, at a simple interest rate of 0.00% for a 30-year term. \$3,027,000.00 of this amount is eligible for principal forgiveness.

The Finance 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.

RESOLUTION NO.

**RESOLUTION ACCEPTING ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY LOW INTEREST LOAN L176079
FOR THE 2025 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 \$3,581,762.23 at a simple interest rate of 0.00% for a 30-year term of which \$3,027,000.00 is eligible for principal forgiveness.

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 L176079 2025 Lead Water Service Line Replacement Program in the amount of \$3,581,762.23.

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 18th day of March, 2025.

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:	\$3,581,762.23	Construction start:	04/21/2025
Annual fixed loan rate:	0.00%	Construction complete:	12/17/2025
Term:	30 years	Initiation of operation:	11/17/2025
Repayments:	Semi-Annual	Initiation of repayment period:	11/17/2025
		First repayment due:	05/17/2026
		Final repayment due:	11/17/2055

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 04/21/2025.

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 380 lead service lines. No construction permits are required for this project.

	TOTAL	ELIGIBLE
Design Engineering - Baxter & Woodman (Crystal Lake)	\$2,428,428.00	\$5,705.00
Construction Engineering - Burns & McDonnell Engineering Co., Inc.	\$103,317.06	\$103,317.06
Construction - Austin Tyler Construction, LLC(Broadway (Theodore-Ruby))	\$10,496,982.64	\$442,647.50
Construction - Austin Tyler Construction, LLC(Emerald Lawns Phase 1)	\$5,682,093.90	\$226,228.00
Construction - Airy's Inc.(Hickory Creek West)	\$4,615,949.00	\$467,900.00
Construction - Construction by CAMCO, Inc.(Marquette Park)	\$4,789,334.41	\$69,615.55
Construction - Len Cox and Sons Excavating(Midland and Campbell)	\$3,923,952.36	\$118,550.00
Construction - D Construction, Inc.(North Downtown)	\$7,251,953.29	\$263,530.00
Construction - Austin Tyler Construction, LLC(North Prairie)	\$4,792,227.63	\$226,825.00
Construction - P. T. Ferro Construction, Inc.(Railroad Street)	\$2,610,424.27	\$46,710.00
Construction - Len Cox and Sons Excavating(Reedwood Phase 3)	\$3,678,375.13	\$264,980.36
Construction - Austin Tyler Construction, LLC(Upper Bluff)	\$5,685,247.00	\$581,715.00
Construction - P. T. Ferro Construction, Inc.(Virginia Phase 1)	\$1,961,434.65	\$63,890.00
Construction - Brandt Excavating, Inc.(2025 LSLR)	\$599,333.53	\$598,433.53
Other - The Herald News(Bid Advertising)	\$584.48	\$584.48
Contingency	\$101,130.75	\$101,130.75
TOTAL	\$58,720,768.10	\$3,581,762.23

The loan amount is \$3,581,762.23.

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.

In accordance with the Procedures for Issuing Loans from the Public Water Supply Loan Program To Provide Funding For Lead Service Line Replacement 35 Ill. Adm. Code 663.250 \$3,027,000.00 of the loan amount will be forgiven by the State of Illinois (State) pursuant to principal forgiveness provisions contained in the Loan Rules.

This loan is receiving BIL (Bipartisan Infrastructure Law) funding.

\$52,090,308.37 of Construction costs and \$2,422,723 of Design Engineering are associated with the City's watermain project, L176076. Funding for these costs will be provided by the L176076 Public Water Supply loan.

\$151,200 of Construction costs are associated with landscape restoration allowances. Funding for these costs will be provided by the City's local water fund and/or WIFIA funds provided to the City.

\$474,774.50 of Construction costs are associated with sewer work and are ineligible for funding within this loan. Funding for these costs will be provided by the City's local sewer fund and/or WIFIA funds provided to the City.

SPECIAL CONDITIONS

The Illinois Environmental Protection Agency recommends that the utility flush the new service lines according to Section 4.4.1 of AWWA 0810-17 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
L176079

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 IEPA 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 IEPA), 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 IEPA 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

19. 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.

20. 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.

21. SIGNAGE REQUIREMENT

- a. 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 IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.
- b. The loan recipient shall meet a BIL (Bipartisan Infrastructure Law) signage requirement by posting a sign at the project site for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.

22. 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 IEPA 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 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: 224-25

File ID: 224-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/05/2025

Department: Public Utilities

Final Action:

Title: Resolution Accepting Illinois Environmental Protection Agency Low Interest Loan L176079 for the 2025 Lead Water Service Line Replacement Program

Agenda Date: 03/18/2025

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

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/10/2025
1	2	3/10/2025	Allison Swisher	Approve	3/13/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/11/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/13/2025



Memo

File #: 225-25

Agenda Date: 3/18/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:
Resolution Declaring Certain City of Joliet Property as Surplus

BACKGROUND:

The City of Joliet's Code of Ordinances #7345, Section 2-435, provides in part that; " When the City Council has determined that any personal property with a remaining value is no longer necessary or useful to the city, the property shall be declared "surplus property" by resolution and may be disposed of ..."

The Public Service Committee will review this matter.

CONCLUSION:

There are currently sixteen (16) vehicles or pieces of equipment that have been taken out of service for various reasons, i.e., accident damage/totaled, beyond repair, mechanical failure, etc. The vehicles have been used for all available parts. At this time, the Fleet Services Director is recommending that those vehicles that can sell at auction either be auctioned on-line via GovDeals or be taken to the Clinton Auto Auction, (which is the company that the Police Department uses to sell asset forfeiture vehicles through and who will pick them up) and the remainder of the vehicles be sold as scrap. Since there is a fee for Clinton Auto Auction to pick up the vehicles, those where the City would lose money will be sold as scrap.

RECOMMENDATION:

Based on the above it is recommended that the attached Resolution declaring property therein as surplus property be approved.

RESOLUTION NO.

A RESOLUTION DECLARING CITY OF JOLIET PROPERTY AS SURPLUS

WHEREAS, the City of Joliet is the owner of certain property described herein; and

WHEREAS, said property is not in use at the present time and has no value as trade-in on new equipment; and

WHEREAS, said property is no longer necessary and useful to the City of Joliet.

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 City Council finds that the following property is no longer necessary and useful to the City of Joliet.

- | | | | |
|--------|------------------------|-------|-----------------------|
| • 2009 | Carry On | CH | VIN 4YMUL061X9M020283 |
| • 2007 | Loadtrail | CH | VIN 4ZECF122071041115 |
| • 2005 | Chevy Impala | JPD | VIN 2G1WF55K059363453 |
| • 2005 | Chevy Impala | JPD | VIN 2G1WS551969393233 |
| • 2004 | Chevy Avalanche | JPD | VIN 3GNEC12T94G201446 |
| • 2008 | Crown Victoria | JPD | VIN 2FAFP71V18X16448 |
| • 2007 | Chevy Impala | JPD | VIN 2G1WT55K27928199 |
| • 2014 | Ford Utility | JPD | VIN 1FM5K8AR3EGC26023 |
| • 2014 | Ford Explorer | JPD | VIN 1FM5KSAR7EGC26025 |
| • 2004 | Ford C8500 | RDWYS | VIN 1GBP8C1X4F501373 |
| • 2000 | GMC C8500 | RDWYS | VIN 1GDP7H1C6YJ507679 |
| • 2005 | Cimline 230DC | RDWYS | VIN 05-230-261A |
| • 1997 | Sullair (Crack Filler) | RDWYS | VIN 004-121786 |
| • 2015 | International Crane | WWTP | VIN 1HTWGAZR1FH719770 |
| • 2004 | F-350 | WAT | VIN 1FDSX34S24ED46024 |
| • 2004 | F-350 | WAT | VIN 1FDSX34S34ED46095 |

SECTION 2: The City Manager is hereby authorized to dispose of (sell or sell for scrap) the above vehicles.

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

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

SECTION 5: This Resolution shall take effect upon its passage and approval.

PASSED this _____ day of _____, 2025.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

#	DEPARTMENT	INVENTORY	MY	MAKE	MODEL	VIN	CONDITION	MILEAGE
1	CITY HALL	CH018	2009	CARRY ON	4X6GW2K	4YMUL061X9M020283	Rusted out / Weed Trailer	N/A
2	CITY HALL	CH021	2007	LOADTRAIL	CH1216C70F2	4ZECF122071041115	Rusted Out Used For Parts	N/A
3	POLICE	0351	2005	CHEVROLET	IMPALA	2G1WF55K059363453	Rusted Out Used For Parts	103,393
4	POLICE	0395	2006	CHEVROLET	IMPALA	2G1WS551969393233	Rusted Out Used For Parts	78,389
5	POLICE	0476	2004	CHEVROLET	AVALANCHE	3GNEC12T94G201446	Rusted Out Used For Parts	130,149
6	POLICE	0512	2008	FORD	CROWN VIC	2FAFP71V18X164448	Accident Damage	165,000
7	POLICE	0577	2007	CHEVROLET	IMPALA	2G1WT55K279281199	Rusted Out Used For Parts	96,193
8	POLICE	0584	2014	FORD	UTILITY	1FM5K8AR3EGC26023	Accident Damage	77,835
9	POLICE	0586	2014	FORD	EXPLORER	1FM5KSAR7EGC26025	Accident Damage	122,681
10	ROADWAYS	ST027	2004	CHEVROLET	C8500	1GBP8C1CX4F501373	Rusted Out Used For Parts	51,536
11	ROADWAYS	ST066	2000	GMC	C8500	1GDP7H1C6YJ507679	Dump Bed Frame Rotted Out	89,229
12	ROADWAYS	ST117	2005	CIMLINE	230DC MAGMA	05-230-261 A	Surplus	N/A
13	ROADWAYS	ST214	1997	SULLAIR	185DPQJD	004-121786	Surplus	564HR
14	WASTE WATER	WWT098	2015	INTERNATIONAL	7400 CRANE	1HTWGAZR1FH719770	Traded as part of purchase (CM594-24)	N/A
15	WATER	W066	2004	FORD	F-350	1FDSX34S24ED46024	Rusted Out Used For Parts	195,075
16	WATER	W067	2004	FORD	F-350	1FDSX34S34ED46095	Rusted Out Used For Parts	217,010



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 225-25

File ID: 225-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 03/05/2025

Department: Public Works

Final Action:

Title: Resolution Declaring Certain City of Joliet Property as Surplus

Agenda Date: 03/18/2025

Attachments: Resolution, SURPLUS LIST 02-2025.pdf

Entered by: jsprice@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/9/2025	Gina Logalbo	Approve	3/7/2025
1	2	3/10/2025	Greg Ruddy	Approve	3/12/2025
1	3	3/10/2025	Kevin Sing	Approve	3/12/2025
1	4	3/10/2025	Todd Lenzie	Approve	3/12/2025
1	5	3/13/2025	Beth Beatty	Approve	3/12/2025