



City of Joliet

Public Service Committee

Meeting Agenda

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

Monday, October 20, 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 10/06/2025

[TMP-9136](#)

Attachments: [10062025 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 2025 Traffic Signal Materials Purchase Order No. 5 to
Traffic Control Corp. in the Amount of \$28,562.00

[557-25](#)

Attachments: [Approver Report](#)

Award of Professional Services Contract for the Removal of Fuel and Fuel Tanks from 9 Osgood Street to Petroleum Technologies Equipment, Inc. in the Amount of \$125,000.00 **558-25**

Attachments: [Approver Report](#)

Award of a Professional Engineering Services Agreement Related to the Northpoint Development Plan Review to Hutchison Engineering in an Amount Not to Exceed \$40,000.00 **559-25**

Attachments: [Approver Report](#)

Award of Contract for the Transfer of the City of Joliet's Satellite Flow Monitoring Sites to the SCADA (Supervisory Control and Data Acquisition) System to Metropolitan Industries in the Amount of \$196,475.00 **561-25**

Attachments: [Metropolitan Agreement & Proposal - SCADA Transfer for Satellite Sites](#)
[Approver Report](#)

Award of Professional Services Agreement for the Southeast Joliet Sanitary District GIS Mapping Project to TWiG Technologies in the Amount of \$93,387.50 **562-25**

Attachments: [SEJSD TWiG Agreement & Proposal](#)
[Approver Report](#)

Approval of Payment for the Annual Sensus Analytics and SaaS Systems to Core & Main LP in the amount of \$87,623.00 **563-25**

Attachments: [Core & Main Annual SAAS & SA Renewal 2025](#)
[Approver Report](#)

Approval of the Purchase of Water Metering Equipment from Core & Main LP in the Amount of \$350,000.00 **564-25**

Attachments: [Core & Main Quotation - Joliet 2025](#)
[Approver Report](#)

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approval of Change Order No. 1 for the Cass Street / Jefferson Street Streetscape Repair Project - 2024 to PT Ferro Construction Co. in the Amount of \$15,015.24 and Payment Request No. 2 and Final in the Amount of \$16,755.46

560-25

Attachments: [Approver Report](#)

Approval of Amendment No. 2 for the Professional Services Agreement for Engineering Design Services for the Fairmont Water & Sewer Extension Project on Behalf of V3 Companies for a no Change in Cost

565-25

Attachments: [Fairmont WS Extension PSA - Amendment #2](#)
[Approver Report](#)

ORDINANCES AND RESOLUTIONS

Resolution Declaring Certain City of Joliet Property as Surplus

576-25

Attachments: [Resolution](#)
[Surplus List 10-2025.pdf](#)
[Approver Report](#)

Resolution Approving the Subrecipient Award Agreement between Will County and the City of Joliet for the Southeast Joliet Sanitary District Water System Improvements

577-25

Attachments: [Resolution](#)
[Will County and SEJoliet SGA OCT25-Updated Scope](#)
[Approver Report](#)

Resolution Authorizing Execution of an Intergovernmental Agreement Between the Southeast Joliet Sanitary District and the City of Joliet

578-25

Attachments: [Resolution](#)
[Final IGA & Attachment - Joliet & SEJSD 101425](#)
[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-9136

Agenda Date: 10/20/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Monday, October 6, 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 of Engineering, Tony Anczer - Deputy Director of Engineering, Todd Lenzie - Interim Corporation Counsel

APPROVAL OF MINUTES

Public Service Minutes 09/15/2025

[TMP-9053](#)

Attachments: [09152025 Public Service Minutes.pdf](#)

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to approve the 09/15/2025 Public Service Minutes. The motion carried by the following vote:

Aye: Councilman Mudron and Councilwoman Reardon

Abstain: Councilman Hug

CITIZENS TO BE HEARD ON AGENDA ITEMS

No one at this time.

CONTRACTS

Approval of Purchase of One (1) New Caterpillar 930-14 Full Size End Loader from Altorpher Industries Inc. in the Amount of \$240,342.12

[528-25](#)

Attachments: [Approver Report](#)

Greg Ruddy, Director of Public Works, discussed the Approval of Purchase of One (1) New Caterpillar 930-14 Full Size End Loader from Altorpher Industries Inc. in the Amount of \$240,342.12.

Approval of Purchase of One (1) New Caterpillar 420-07 XE Backhoe from Altorpher Industries Inc. in the Amount of \$170,006.00

[529-25](#)

Attachments: [Approver Report](#)

Greg Ruddy discussed the Approval of Purchase of One (1) New Caterpillar 420-07 XE Backhoe from Altorpher Industries Inc. in the Amount of \$170,006.00.

Approval of Payment for the Cost Share Balance of the Design Agreement for the Construction of a Downtown Flood Control Levee to the Department of the Army in the Amount of \$105,000.00

[530-25](#)

Attachments: [City of Joliet - Fund request letter - Design Phase.pdf](#)
 [Approver Report](#)

Sean Mikos, Deputy Director of Engineering, discussed the Approval of Payment for the Cost Share Balance of the Design Agreement for the Construction of a Downtown Flood Control Levee to the Department of the Army in the Amount of \$105,000.00.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 528-25, 529-25, and 530-25 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approval of Change Order No. 1 for Ottawa Street Parking Deck Parking Access & Revenue Control System to Flashparking Inc. in the Amount of \$74,138.00 [531-25](#)

Attachments: [Approver Report](#)

Greg Ruddy discussed the Approval of Change Order No. 1 for Ottawa Street Parking Deck Parking Access & Revenue Control System to Flashparking Inc. in the Amount of \$74,138.00.

Approval of Change Order No. 2 for the 2025 Pavement Marking Program - MFT Section No. 25-00571-00-ST on Behalf of Superior Road Striping, Inc. in the Amount of \$18,525.14 and Payment Request No. 5 and Final in the Amount of \$64,098.20 [532-25](#)

Attachments: [Approver Report](#)

Sean Mikos discussed the Approval of Change Order No. 2 for the 2025 Pavement Marking Program - MFT Section No. 25-00571-00-ST on Behalf of Superior Road Striping, Inc. in the Amount of \$18,525.14 and Payment Request No. 5 and Final in the Amount of \$64,098.20.

Approval of Change Order No. 2 for the 2023 Sanitary Sewer Cleaning and Inspection Program on behalf of National Power Rodding Corp., for a Deduction in the Amount of (\$20,138.33), and Final Payment No. 9 in the Amount of \$58,942.44 [533-25](#)

Attachments: [Approver Report](#)

Tony Anczer, Deputy Director of Engineering, discussed the approval of Change Order No. 2 for the 2023 Sanitary Sewer Cleaning and Inspection Program on behalf of National Power Rodding Corp., for a Deduction in the Amount of (\$20,138.33), and Final Payment No. 9 in the Amount of \$58,942.44

Approval of Change Order No. 2 for the Fairmont Water and Sewer Extension on Behalf of Steve Spiess Construction Inc., for a Deduction in the Amount of (\$162,631.66), and Final Payment No. 5 in the Amount of \$175,316.05

[534-25](#)

Attachments: [Approver Report](#)

Tony Anczer discussed the Approval of Change Order No. 2 for the Fairmont Water and Sewer Extension on Behalf of Steve Spiess Construction Inc., for a Deduction in the Amount of (\$162,631.66), and Final Payment No. 5 in the Amount of \$175,316.05 .

Approval of Change Order No. 2 for the Combined Sewer Overflow Long Term Control Plan Phase IV - Eastside and Westside Combined Sewer Overflow Regulators on Behalf of D Construction, Inc., for a Deduction in the Amount of (\$488,698.15), and Final Payment No. 7 in the Amount of \$847,079.32

[535-25](#)

Attachments: [Approver Report](#)

Tony Anczer discussed the Approval of Change Order No. 2 for the Combined Sewer Overflow Long Term Control Plan Phase IV - Eastside and Westside Combined Sewer Overflow Regulators on Behalf of D Construction, Inc., for a Deduction in the Amount of (\$488,698.15), and Final Payment No. 7 in the Amount of \$847,079.32.

Approval of Change Order No. 1 for the Rosalind Street Culvert Replacement Project to Austin Tyler Construction Inc. in the Amount of \$12,614.00 and Payment Request No. 2 in the Amount of \$176,377.84

[543-25](#)

Attachments: [Approver Report](#)

Sean Mikos discussed the Approval of Change Order No. 1 for the Rosalind Street Culvert Replacement Project to Austin Tyler Construction Inc. in the Amount of \$12,614.00 and Payment Request No. 2 in the Amount of \$176,377.84.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 531-25, 532-25, 533-25, 534-25, 535-25, and 543-25 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 Supplemental Motor Fuel Tax Funds for the 2025 Pavement Marking Program - MFT Section No. 25-00571-00-ST

[550-25](#)

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

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

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 550-25 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

LICENSES AND PERMITS:

Approval of an Application for a Drive Thru Permit for a Dunkin' Restaurant at 107 S. Briggs Street

[545-25](#)

Attachments: [107 Briggs Dunkin Drive Thru Permit Application.docx](#)
 [107 Briggs Dunkin Drive Thru Permit Request Letter.pdf](#)
 [107 Briggs Dunkin Drive Thru Exhibit..pdf](#)
 [Approver Report](#)

Greg Ruddy discussed the Approval of an Application for a Drive Thru Permit for a Dunkin' Restaurant at 107 S. Briggs Street.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 545-25 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Report on Utilities' Maintenance Activities

[TMP-9076](#)

Attachments: [Valve Hydrant Break Report 9-23-2025](#)

Tony Anczer discussed the Report on Utilities' Maintenance Activities.

PUBLIC COMMENT

No one at this time.

ADJOURNMENT

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

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon



Memo

File #: 557-25

Agenda Date: 10/21/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Award of 2025 Traffic Signal Materials Purchase Order No. 5 to Traffic Control Corp. in the Amount of \$28,562.00

BACKGROUND:

The Public Works Department's Electric Division needs to purchase materials to maintain the existing traffic signals located within the City.

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 Corp. is the sole source supplier of the materials. Traffic Control Corp. provided a quote, in the amount of \$28,562.00, for the replacement of traffic signal materials requested by the City.

This purchase includes materials to replace the traffic signal control cabinet that was destroyed in a vehicle accident at the intersection of US Route 30 and Hennepin Drive. The costs for this purchase will be included in a future insurance billing to recover the costs associated with the vehicle crash.

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;
- (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, \$28,562.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award 2025 Traffic Signal Materials Purchase Order No. 5, in the amount of \$28,562.00, on behalf of Traffic Control Corp.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 557-25

File ID: 557-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 10/07/2025

Department: Public Works

Final Action:

Title: Award of 2025 Traffic Signal Materials Purchase Order No. 5 to Traffic Control Corp. in the Amount of \$28,562.00

Agenda Date: 10/21/2025

Entered by: rlubash@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/10/2025
1	2	10/15/2025	Greg Ruddy	Approve	10/17/2025
1	3	10/15/2025	Kevin Sing	Approve	10/17/2025
1	4	10/15/2025	Todd Lenzie	Approve	10/17/2025
1	5	10/17/2025	Beth Beatty	Approve	10/17/2025



Memo

File #: 558-25

Agenda Date: 10/21/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Award of Professional Services Contract for the Removal of Fuel and Fuel Tanks from 9 Osgood Street to Petroleum Technologies Equipment, Inc. in the Amount of \$125,000.00

BACKGROUND:

The lease agreement with Will County for the property at 9 Osgood Street was approved by City Council on August 5, 2025. This agreement included a provision that the “removal and disposal of any and all fuel and removal of the fuel tank(s)” on the property is the responsibility of the City of Joliet.

The Public Service Committee will review this matter.

CONCLUSION:

Petroleum Technologies Equipment, Inc. (PTE) has demonstrated expertise for this type of work and has long-standing relationship with the City. PTE successfully replaced the Underground Fuel Tanks at the Cedarwood and Cass Street Public Works facilities in 2024. These projects were completed in a timely and efficient manner.

Underground fuel tank removal is a highly specialized type of work that involves permitting and coordination with the IEPA and the State Fire Marshal. There are a limited number of companies that perform this type of work. Due to this and a deadline to complete the work in 2025, staff is recommending that work be completed by a sole-source vendor.

The cost to remove the tanks is estimated to be \$125,000.00. After the tanks are removed, the State will require periodic ground water inspections at the surrounding site over the next three years. This cost is not included in this Award and will be addressed separately in future years. All costs associated with this tank removal, including potential future remediation costs, are reimbursable at 90%-95% after a \$5,000.00 deductible. PTE will coordinate and manage the reimbursement process.

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;

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

Council;

Sufficient funding exists in the Fleet Services Capital Improvements Fund (Org 30010160, Object 557300, \$125,000.00) for this project in 2025.

RECOMMENDATION:

Based upon the above, it is recommended that the Mayor and City Council award a professional services contract for the removal of fuel and fuel tanks from 9 S. Osgood Street to Petroleum Technologies Equipment, Inc., in the amount of \$125,000.00.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 558-25

File ID: 558-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 10/07/2025

Department: Public Works

Final Action:

Title: Award of Professional Services Contract for the Removal of Fuel and Fuel Tanks from 9 Osgood Street to Petroleum Technologies Equipment, Inc. in the Amount of \$125,000.00

Agenda Date: 10/21/2025

Entered by: jsprice@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/14/2025
1	2	10/15/2025	Greg Ruddy	Approve	10/17/2025
1	3	10/16/2025	Kevin Sing	Approve	10/17/2025
1	4	10/16/2025	Todd Lenzie	Approve	10/20/2025
1	5	10/17/2025	Beth Beatty	Approve	10/20/2025



Memo

File #: 559-25

Agenda Date: 10/21/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Award of a Professional Engineering Services Agreement Related to the Northpoint Development Plan Review to Hutchison Engineering in an Amount Not to Exceed \$40,000.00

BACKGROUND:

As a part of the Northpoint Development there are a number of bridges that are proposed to be installed. These bridges consist of the IL RT 53 Bridge, Jackson Creek Bridge, and Union Pacific Railroad Bridge. Structural engineering review services are needed to ensure proper review of the proposed bridges.

The Public Service Committee will review this matter.

CONCLUSION:

Structural engineering review services are needed to ensure proper review of the proposed bridges within the Northpoint Development. Outside consultant services will provide the needed expertise to complete a proper review of the bridges.

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.

Sufficient funds exist utilizing the Public Works Engineering and Construction Fund / Technical Services (Org 09027000, Object 523400, \$40,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award a professional engineering services agreement related to the Northpoint Development plan review to Hutchison Engineering in an amount not to exceed \$40,000.00.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 559-25

File ID: 559-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 10/09/2025

Department: Public Works

Final Action:

Title: Award of a Professional Engineering Services Agreement Related to the Northpoint Development Plan Review to Hutchison Engineering in an Amount Not to Exceed \$40,000.00

Agenda Date: 10/21/2025

Entered by: smikos@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/14/2025
1	2	10/15/2025	Greg Ruddy	Approve	10/17/2025
1	3	10/15/2025	Kevin Sing	Approve	10/17/2025
1	4	10/15/2025	Todd Lenzie	Approve	10/17/2025
1	5	10/17/2025	Beth Beatty	Approve	10/17/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 561-25

Agenda Date: 10/21/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Contract for the Transfer of the City of Joliet's Satellite Flow Monitoring Sites to the SCADA (Supervisory Control and Data Acquisition) System to Metropolitan Industries in the Amount of \$196,475.00

BACKGROUND:

The City of Joliet Department of Public Utilities currently contracts with Xylem Vue Inc. for telemetry communication for the City of Joliet satellite sanitary sewer flow meters. The flow meters are located at the satellite customer's connection point to the City's sewer system or on critical industrial discharges. Many of these flow monitoring sites are used for billing purposes so communication is critical. Xylem Vue Inc. is sunsetting their online web portal service that currently hosts the City's satellite flow monitoring sites on December 31, 2025. Therefore, it is time sensitive to transfer these sites to the SCADA (Supervisory Control and Data Acquisition) system.

Each SCADA system is comprised of multiple pieces of hardware and complex code that controls multiple systems and pieces of equipment. The City has standardized on hardware from Metropolitan Industries for the SCADA system. Staff requested Metropolitan Industries provide a proposal to transfer the 17 flow monitoring sites to the SCADA System.

The Public Service Committee will review this matter.

CONCLUSION:

Metropolitan Industries has provided a proposal, in an amount not to exceed \$196,475.00, to provide and install the equipment needed to transfer the 17 sites onto the City's SCADA system. Once transferred to the City's SCADA system, the City will no longer need to contract with a third party for data service for these sites.

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

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

Funds will be charged to the Water & Sewer Improvements Fund / Sewer Collection (Org 50180020,

Object 557200, Project Code 25045, \$196,475.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award a Contract for the transfer of the City of Joliet's satellite flow monitoring sites to the SCADA (Supervisory Control and Data Acquisition) System, in the amount of \$196,475.00, on behalf of Metropolitan Industries.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS 21st day of October, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Metropolitan Industries, Inc., (hereinafter called the "Contractor"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

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

SECTION 1 – SERVICES OF THE CONTRACTOR

1.1 The Project scope of work is defined in the attached Letter Proposal dated September 4, 2025.

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

1.3 The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by Contractors in their line of work. The Contractor 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 Contractor. 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 Contractor may reasonably rely on with regard to its completeness and accuracy.

2.2 Designate in writing a person to act as the City's representative with respect to the 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 Contractor to enter upon the City's facilities as required for the Contractor to perform their work under this Agreement.

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

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 CONTRACTOR

3.1 The City will pay the Contractor for the professional services performed under SECTION 1, in an amount not to exceed \$196,475.00

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

3.3 Payment to the Contractor for expenses associated with 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 Contractor shall complete the project within 90 days of the date of execution of this Agreement, subject to time extensions to such schedule arising from delays beyond Contractor's control. To the extent Contractor is impacted by such delays, Contractor shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

4.3 The Contractor 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 Contractor 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 Contractor.

5.2 Contractor 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 Contractor's work may not be re-used by the Contractor 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 Contractor (for the duration of the term of the Agreement) will not, without obtaining the City's prior written consent not to be unreasonably withheld, replace, or alter the assignment of its lead personnel, to the extent their respective availability is reasonably within the Contractor's control.

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

6.3 A violation by Contractor 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 Contractor'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 Contractor. Such a relationship is expressly denied herein by Contractor and the City.

SECTION 7 – INSURANCE

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

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

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

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

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

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

Each Occurrence Limit	\$1,000,000
-----------------------	-------------

Contractor agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on an annual basis.
2. To provide separate endorsements: to name the City 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 Contractor'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 Contractor'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 numbers BA-2N771584-25-14 and 630-9077B176-25-14 on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

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

SECTION 8 – SUCCESSORS AND ASSIGNS

The City and the Contractor 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 Contractor 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 Contractor which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Contractor.

SECTION 9 – NON-DISCRIMINATION

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

SECTION 10 – MODIFICATION OR AMENDMENT

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

SECTION 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 CONTRACTOR

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 Contractor, or if the City has not made timely Payment thereon as set forth in this Agreement, then the Contractor may upon twenty-one (21) days written notice (from postmark) to the City, terminate the Agreement.

12.2 TERMINATION BY THE CITY

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

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

CITY OF JOLIET

By: _____

H. Elizabeth Beatty

City Manager

Date: _____

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____

METROPOLITAN INDUSTRIES,
INC.

By: _____

Name: Diane

Ahrendt _____

Title: Vice

President

Date: 10/7/2025

METROPOLITAN



PUMP COMPANY
A Division of METROPOLITAN INDUSTRIES, INC.
37 FORESTWOOD DRIVE • ROMEOVILLE, IL • 60446-1343
(815) 886-9200 FAX (815) 886-4573
www.metropolitanind.com

Page 1 of 2

QUOTATION

PROJECT: Flow Meter & Rain Gauge Monitoring
Joliet, IL.

TO: Owen Dean @ City of Joliet

We are pleased to have the opportunity to provide this QUOTATION for the following equipment and services.

Joliet, IL. - Monitoring Sites:

1. Channahon Remington Woods - Flow Meter & Rain Gauge Site
2. Channahon Patricia Street - Flow Meter Only Site
3. Channahon McClintock Street - Flow Meter Only Site
4. Channahon Corp Center - Flow Meter Only Site
5. EJSB Briggs Street - Flow Meter Only Site
6. EJSB Cass Street - Flow Meter Only Site
7. Rockdale - Flow Meter & Rain Gauge Site
8. Sunnyland - Flow Meter Only Site
9. Shorewood Seil Road - Flow Meter & Rain Gauge Site
10. Shorewood River Road - Flow Meter Only Site
11. Shorewood Black & Bronk Road - Flow Meter & Rain Gauge Site
12. Joliet Junior College - Flow Meter Only Site
13. Joliet EcoLab - Flow Meter Only Site
14. Joliet CenterPoint - Flow Meter Only Site
15. Joliet Hennepin - Rain Gauge Only Site
16. Joliet Edgecreek - Rain Gauge Only Site
17. Joliet Aux Sable - Rain Gauge Only Site

TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted: _____
Firm: _____
By: _____
Title: _____

Quotation No: Keith090425MS
Submitted: September 4, 2025
Void after: 30 Days
Prepared By: Keith Girup

Joliet.FlowMeter&RainGaugeMonitoring.Quotation

METROPOLITAN



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Page 2 of 2

QUOTATION

PROJECT: Flow Meter & Rain Gauge Monitoring
Joliet, IL.

Joliet, IL. - Monitoring Panels:

QTY	PANEL DESCRIPTION
17	Site Panels To Include the following: * Enclosure - Powder Coated Mild Steel (3/4R) lockable with subpanel and mounting tabs * Circuit Breaker Main Disconnect - 120 Volt, 1 Phase, 15 Amp * Programmable Logic Controller - Allen Bradley Micro 820 - 24VDC * Power Supply - 24VDC * Uninterruptable Power Supply - 24VDC * Cellular Components - Modem, Antenna, Surge Protectors, Connectors, Cable, Reboot Relay * Heater with Thermostat and Fuse * Terminal Blocks * Grounding Lug * 12" x 12" Space for Existing Flow Meter Transmitter (<i>Where Applicable</i>)

Joliet, IL. - Monitoring Services:

QTY	SERVICES DESCRIPTION
1/L	Engineered Submittals & Operation / Maintenance Manuals
1/L	Freight
1/L	Start-up & Training (4 Hours For Each Site)
1/L	PLC Programming
1/L	MetroCloud SCADA Integration
1/L	Installation Labor & Materials (See Note Below)
1/L	1 Year MetroCloud Services (Communication / Software / Report Generation)

Your COST for the described equipment and services is as follows:

\$196,475

Note: A \$17,000 allowance has been included in the above price for installation materials. The installation materials invoices will be provided to COJ and any amount less than the allowance included in the above price will be credited back to COJ.

Not Included: Flow Meter Equipment, Rain Gauge Equipment, Taxes, Permits, Fees, Special Licenses, and Anything not listed.

TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATIONS IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted: _____
Firm: _____
By: _____
Title: _____

Quotation No: Keith090425MS
Submitted: September 4, 2025
Void after: 30 Days
Prepared By: Keith Girup

Joliet.FlowMeter&RainGaugeMonitoring.Quotation



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 561-25

File ID: 561-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 09/25/2025

Department: Public Utilities

Final Action:

Title: Award of Contract for the Transfer of the City of Joliet's Satellite Flow Monitoring Sites to the SCADA (Supervisory Control and Data Acquisition) System to Metropolitan Industries in the Amount of \$196,475.00

Agenda Date: 10/21/2025

Attachments: Metropolitan Agreement & Proposal - SCADA Transfer for Satellite Sites

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/13/2025
1	2	10/15/2025	Allison Swisher	Approve	10/17/2025
1	3	10/15/2025	Kevin Sing	Approve	10/17/2025
1	4	10/15/2025	Todd Lenzie	Approve	10/17/2025
1	5	10/17/2025	Beth Beatty	Approve	10/17/2025



Memo

File #: 562-25

Agenda Date: 10/21/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Professional Services Agreement for the Southeast Joliet Sanitary District GIS Mapping Project to TWiG Technologies in the Amount of \$93,387.50

BACKGROUND:

The City of Joliet is preparing for acquisition of the Southeast Joliet Sanitary District (District) water and sanitary sewer systems. The transfer of ownership of the District's water and sanitary sewer systems will be accomplished via an intergovernmental agreement with Will County (County) and the District. The County will be providing funding via multiple sources to fund improvements in the District system.

To prepare for ownership and maintenance of the District's infrastructure, the City needs to complete water and sewer system GIS mapping. The mapping will provide an accurate inventory of the District's infrastructure.

In July of 2023 the Public Utilities department published a Municipal Services RFQ. From this RFQ TWiG Technologies was short-listed as a firm qualified to perform GIS mapping work. TWiG has also performed many similar mapping projects in the past for the City. At the City's request, TWiG Technologies provided a proposal to complete this GIS mapping project.

The Public Service Committee will review this matter.

CONCLUSION:

TWiG Technologies has provided a proposal, in an amount not-to-exceed \$93,387.50, to complete underground utility locating, surveying, and GIS mapping of all potable water and sanitary sewer infrastructure currently owned and maintained by the District.

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

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

Funds will be charged to the Water & Sewer Improvement Fund / Engineering Admin / Professional

Services (Org 50180013, Object 557200, \$93,387.50).

The City will be reimbursed by the County for this work.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the professional services agreement for the Southeast Joliet Sanitary District GIS Mapping Project, in the amount of \$93,387.50, on behalf of TWiG Technologies.

AGREEMENT FOR PROFESSIONAL SERVICES

GIS MAPPING FOR SOUTHEAST JOLIET SANITARY DISTRICT

THIS AGREEMENT, MADE AS OF THIS ____ day of _____, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and **TWiG Technologies LLC dba The Will Group Engineering**, (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 **October 8, 2025**.
- 1.2 The City and the Consultant, by mutual agreement, shall determine the final schedule.
- 1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants in their line of work. The Consultant will use their best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the Consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

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

SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1, in an amount not to exceed **\$93,387.50**.

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

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

SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete the project within **60 days** of the date of execution of this Agreement, subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

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

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

SECTION 5 – RIGHTS TO DELIVERABLES

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

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

SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

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

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

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

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

SECTION 7 – INSURANCE

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

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

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

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

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

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

Each Occurrence Limit	\$1,000,000
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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 **8032836382** on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

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

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

SECTION 8 – SUCCESSORS AND ASSIGNS

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

SECTION 9 – NON-DISCRIMINATION

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

SECTION 10 – MODIFICATION OR AMENDMENT

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

SECTION 11 – APPLICABLE LAW AND DISPUTE RESOLUTION

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

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

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

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12.1 TERMINATION BY THE CONSULTANT

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12.2 TERMINATION BY THE CITY

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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: _____

TWiG Technologies LLC

By: 

Name: Daniel McKeon, P.E. _____

Title: Vice President _____

Date: **10-8-25**



October 8, 2025

City of Joliet
Department of Public Utilities
150 W. Jefferson St
Joliet, IL 60432

Attn: Tony Anczer, PE
Deputy Director- Engineering

Re: Southeast Joliet Sanitary District Utility Locating

Dear Mr. Anczer,

TWiG Technologies, Inc. proposes to provide professional GIS/GPS utility locating services to assist the City in locating and mapping the water and sanitary sewer utilities in the Southeast Joliet Sanitary District. TWiG will locate the water utilities from the Southeast Joliet Sanitary District as shown in the attached exhibit Southeast Joliet Sanitary District- Potable Water System as provided by the City. TWiG will also locate the sanitary sewer of the Southeast Joliet Sanitary District as depicted in the as-built Sewerage Collection System drawings as provided by the City of Joliet. TWiG will use plans, as-builts and existing GIS as a starting point for the investigation and locating of the water and sanitary sewer structures and lines to the south side of Sugar Creek.

TWiG will locate with RTK equipped GPS antenna to get high accuracy horizontal and vertical accuracies in the same criteria as well as the same practices and utility locating equipment required for the recent City of Joliet contracts. All data will be provided in Illinois State Plane East, FPS 1201, US Survey Foot NAD 1983 and vertical NAVD 88 2012B Geod in US Survey Foot height above mean sea level.

Per the City request, TWiG will prioritize the water system first. TWiG will locate the following structures and collect City standard GIS attributes per the recent City GIS locating contracts. TWiG will be collecting size and material on all water main (from vaults) and sanitary pipes (from manholes) that can be readily accessible from standard surface measuring without entering manholes (Pipe Mic, folding ruler etc). Inverts will also be collected for sanitary sewer pipes that are readily accessible from manholes. TWiG will work with the City of Joliet if any manholes require vacuuming or cleaning to be performed by the City properly locate size, material or inverts. The City anticipates one sanitary force main along Minton Road. The City has also indicated that there are several sections of watermain that may be AC material and cannot be located using radio detection/electromagnetic location. If these areas cannot be located by this method, potholing may be necessary. TWiG does not perform these services but can be available to locate mains potholed by others.

TWiG will input and coordinate all GIS data into the City GIS database using services provided by the City GIS team. We will complete all of the work under the standards of GIS editing and attribution as requested by the City.

Items to be Located

City Standard attributes will be collected including the structure types, as well as setting all of the appropriate attributes such as Enabled = True, Active Flag = True etc.

- Water System
 - Structures
 - Main Valves
 - Fire Hydrant
 - Fire Hydrant Valves
 - Service Valve (bbox)
 - Yard Meter (City said many of these located in this area)
 - Lines
 - Main
 - Hydrant Lead
 - Services (from main to service valve or yard meter)
- Sanitary
 - Structures
 - Manhole
 - Force Main Valve
 - Lift Station
 - Lines
 - Gravity Main (with inverts)
 - Force Main

Equipment Required

1. Survey-grade GPS equipment with all relevant software.
2. Office computer and GIS software to edit enterprise SDE database with geometric network.
3. Pipe-Mic or similar to obtain pipe invert depths and diameters.

OUR SERVICES DO NOT INCLUDE

- A. Pothole of utilities unable to be located with radio frequency underground utility locators. TWiG can be available to locate after water main has been potholed by others and marked.

COMPENSATION

Our fees for professional engineering, professional utility GPS locating and GIS services will be as follows:

Item	Task	Qty	Unit	Unit Price	Cost
1	GPS location and mapping of Sanitary Structure (Point), includes mapping of gravity sanitary lines	125	EACH	\$55.00	\$6,875.00
2	Sanitary Pipe Invert Measurements	275	EACH	\$6.50	\$1,787.50
3	GPS location of Sanitary Force Main	1000	LINEAR FEET	\$1.00	\$1,000.00
4	GPS location and mapping of Water Main Valve	75	EACH	\$30.00	\$2,250.00
5	GPS location and mapping of Fire Hydrant & Hydrant Valve	80	EACH	\$20.00	\$1,600.00
6	GPS location and mapping of Water Main	8.5	LINEAR MILE	\$3,000.00	\$25,500.00
7	GPS location and mapping of Water Service Valves & Yard Meters Points	800	EACH	\$10.00	\$8,000.00
8	Site Inspection/Mobilization for each property Valve/Meter search	625	EACH	\$12.00	\$7,500.00
9	GPS Locate and mapping of Water Service Line from Main to Service Valve or Meter	18,000	LINEAR FEET	\$0.75	\$13,500.00
10	GPS location and mapping of sanitary service cleanout	25	EACH	\$15.00	\$375.00
11	CONTRACT ALLOWANCE*	1	LS	\$25,000.00	\$25,000.00
TOTAL:					\$93,387.50

*Contract Allowance will be billed at time and materials prices per the attached 2025 TWiG Rate Schedule.

TASK DESCRIPTIONS

Item 1- GPS location and mapping of Sanitary Structure (Point), includes mapping of gravity sanitary line

Includes all of the work and expenses related to GPS surveying sanitary structures as well as GIS mapping and importing into the City database of sanitary gravity structures and mains. Mains to be drawn as straight line pipe segments between surveyed sanitary structures. This item is to be paid for each structure surveyed and mapped.

Item 2- Sanitary Pipe Invert Measurements

Includes all work and miscellaneous expenses related to measuring invert depths from the rim, calculating upstream and downstream invert elevations, and populating within the GIS data fields. All work is expected to be accomplished from above grade. Confined space entry is not expected for this project. To be paid for EACH invert elevation (generally 2 each per pipe segment asset/record).

Item 3- GPS location of Sanitary Force Main

Includes all of the work and expenses related to locating and GPS surveying of sanitary force mains as well as GIS mapping and importing into the City database. This item is to be paid for per Linear Feet of forcemain surveyed and mapped.

Item 4- GPS location and mapping of Water Main Valve

Includes all of the work and expenses related to GPS surveying water main valves as well as GIS mapping and importing into the City database of water valves. This item is to be paid for each water main valve surveyed and mapped.

Item 5- GPS location and mapping of Fire Hydrant & Hydrant Valve

Includes all of the work and expenses related to GPS surveying water fire hydrant and fire hydrant valves as well as GIS mapping and importing into the City database of water. This includes mapping of water fire hydrant feeds. This item is to be paid for each water fire hydrant and hydrant valve surveyed and mapped.

Item 6- GPS location and mapping of Water Main

Includes all of the work and expenses related to locating and GPS surveying of water mains as well as GIS mapping and importing into the City database. This item is to be paid for per Linear Mile of water main surveyed and mapped.

Item 7- GPS location and mapping of Water Service Valves & Yard Meters Points

Includes all of the work and expenses related to GPS surveying water service valves and yard meters as well as GIS mapping and importing into the City database of water valves. This item is to be paid for each water service valve and water service yard meter surveyed and mapped.

Item 8- Site Inspection/Mobilization for each property Valve/Meter search

Provides for work and expense related to travel to a site and search for a service valve. To be paid for every account location / presumed service location in the project area, regardless of whether or not a valve or service line can be located and/or mapped. This item is intended to reduce risk associated with sites where no assets can be located. To be paid for EACH location investigated.

Item 9- GPS Locate and mapping of Water Service Line from Main to Service Valve or Meter

Includes all of the work and expenses related to locating and GPS surveying of water service lines as well as GIS mapping and importing into the City database. Water service lines will be located from the water main to the service valve or yard meter. In the case of both being present it will be located to the structure closest to the structure. This item is to be paid for per Linear Feet of water main surveyed and mapped.

Item 10- GPS Location and Mapping of Sanitary Service Cleanouts

Includes all of the work and expenses related to locating and GPS surveying of sanitary service cleanouts. This item is an as needed basis per the City staff direction TWiG is not expected to search for cleanouts. Only if found while locating other features will sanitary service cleanouts be located. Per City direction, sanitary service lines do not need to be added or connected to sanitary service cleanouts located.

Item 11- Contract Allowance

Provides for the following work:

- Pre-project planning / coordination, including meeting with the City and other the City's other GIS consultants to design and modify the existing stormwater network database schema.
- Additional locating effort in trailer park areas.
- Coordination with City Field Operations staff to assist in locating structures or pipes where not readily visible or obstructed. Note that availability of City staff cannot be guaranteed. Work requests should be grouped in a logical manner to maximize efficiency.
- Work to coordinate locating with potholing contractor if required.
- Revisiting sites for further investigations or locating.
- Other tasks that support the goals of the project, upon mutual agreement of Consultant and City and availability of funds (and not otherwise compensated for in other Pay Items).
- To be paid on a time & materials basis as needed, per standard hourly rates provided by the Consultant with the proposal.

SCHEDULE

TWIG will start on the work within 2 weeks of approval and signing of this contract.

PAYMENT

We will invoice monthly based on services rendered or work completed, payable in 30 days from the date of the invoice. Failure to make payment within the noted time frame may result in delay of work or suspension of work.

ACCEPTANCE

If you agree with the condition identified herein, please sign one (1) copy of this agreement and return it to our office. Upon receipt, we will schedule this work and keep you informed of the progress and status of the work.

If you agree to the terms, please sign below and return to the undersigned.

Very truly yours,

Accepted by

Signature

Printed name

Company name

Date



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 562-25

File ID: 562-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 10/07/2025

Department: Public Utilities

Final Action:

Title: Award of Professional Services Agreement for the Southeast Joliet Sanitary District GIS Mapping Project to TWiG Technologies in the Amount of \$93,387.50

Agenda Date: 10/21/2025

Attachments: SEJSD TWiG Agreement & Proposal

Entered by: jhall@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/14/2025
1	2	10/15/2025	Allison Swisher	Approve	10/17/2025
1	3	10/15/2025	Kevin Sing	Approve	10/17/2025
1	4	10/15/2025	Todd Lenzie	Approve	10/17/2025
1	5	10/17/2025	Beth Beatty	Approve	10/17/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 563-25

Agenda Date: 10/21/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of Payment for the Annual Sensus Analytics and SaaS Systems to Core & Main LP in the amount of \$87,623.00

BACKGROUND:

The City of Joliet Department of Public Utilities utilizes an Automatic Meter Reading (AMR) system to read water consumption data from approximately 50,000 meters on a monthly basis. The system, manufactured by Sensus USA Inc., includes hardware and software to read meters remotely via a fixed-base radio system.

Core & Main LP is the sole authorized area distributor of Sensus equipment. Approval is needed to renew the annual Sensus software as a service (SaaS) hosting and support from October 25, 2025 to October 24, 2026.

The Public Service Committee will review this matter.

CONCLUSION:

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. Three (3) of these circumstances apply:

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

This purchase will be charged to the Water & Sewer Operating Fund / Meter Repair (Org 50080320, Object 523400, \$87,623.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve payment for the annual Sensus Analytics and SaaS systems to Core & Main LP in the amount of \$87,623.00.



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # W037868
Invoice Date 10/01/25
Account # 076898
Sales Rep CHAD CAPPS
Phone # 815-469-1450
Branch #483 Mokena, IL
Total Amount Due \$87,623.00

Backordered from:
8/29/23 S386813

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

CITY OF JOLIET
150 W JEFFERSON STREET
JOLIET IL 60432

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00000

Shipped To:
Joliet Public Works
921 E. WASHINGTON
Joliet, IL

CUSTOMER JOB- METERS Meters SAAS RNI

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
2/16/23	9/27/25	METERS	Meters	METERS		DIRECT	W037868

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CORE & MAIN PO#- 1196057							
/45017271065	SENSUS ANNUAL RNI SAAS FEE YR8	1	1		44412.00000	EA	44,412.00
/45017271066	SENSUS ANALYTIC ENHANCED YR8	1	1		43211.00000	EA	43,211.00
/45017271067	SENSUS ANNUAL RNI SAAS FEE YR9	1		1	45744.00000	EA	.00
/45017271068	SENSUS ANALYTIC ENHANCED YR9	1		1	44508.00000	EA	.00
/45017271069	SENSUS ANNUAL RNI SAAS FEEYR10	1		1	47116.00000	EA	.00
/45017271070	SENSUS ANALYTIC ENHANCED YR10 COVERAGE 10/25/25-10/24/26	1		1	45843.00000	EA	.00

Freight	Delivery	Handling	Restock	Misc
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Terms: NET 30

Subtotal:	87,623.00
Other:	.00
Tax:	.00
Invoice Total:	\$87,623.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 563-25

File ID: 563-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 10/07/2025

Department: Public Utilities

Final Action:

Title: Approval of Payment for the Annual Sensus Analytics and SaaS Systems to Core & Main LP in the amount of \$87,623.00

Agenda Date: 10/21/2025

Attachments: Core & Main Annual SAAS & SA Renewal 2025

Entered by: chart@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/13/2025
1	2	10/15/2025	Allison Swisher	Approve	10/17/2025
1	3	10/15/2025	Kevin Sing	Approve	10/17/2025
1	4	10/15/2025	Todd Lenzie	Approve	10/17/2025
1	5	10/17/2025	Beth Beatty	Approve	10/17/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 564-25

Agenda Date: 10/21/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of the Purchase of Water Metering Equipment from Core & Main LP in the Amount of \$350,000.00

BACKGROUND:

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

The Public Service Committee will review this matter.

CONCLUSION:

Core & Main LP has provided their pricing sheet for the water meters and water meter appurtenances they provide. The Public Utilities Department will order materials from Core & Main LP on an as needed basis.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. Three (3) of these circumstances apply:

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

This purchase will be charged to the Water & Sewer Improvement Fund / Meters / Equipment (Org 50180320, Object 557500, \$350,000.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council authorize the purchase of water metering equipment from Core & Main LP in the not-to-exceed amount of \$350,000.00.



18900 S. 82nd Avenue, Mokena IL, 60448

Date: January 8, 2025
City of: Joliet
Attn: Carri Parker

Subject: 2025 Joliet Quotation for Sensus Water Meters

Product	Quantity	Unit Price	Extension
New 5/8"-1" iPERL Water Meters			
5/8" Sensus iPERL Water Meter	0	\$122.00	ea \$0.00
5/8" Sensus iPERL Water Meter w/ BRASS THREADS	0	\$163.00	
3/4" S Sensus iPERL Water Meter (7 1/2"LL)	0	\$122.00	ea \$0.00
3/4" S Sensus iPERL Water Meter (7 1/2"LL) w/ BRASS THREADS	0	\$168.00	
3/4" Sensus iPERL Water Meter (9"LL)	0	\$151.00	ea \$0.00
3/4" Sensus iPERL Water Meter (9"LL) w/ BRASS THREADS	0	\$168.00	
1" Sensus iPERL Water Meter	0	\$200.00	ea \$0.00
1" Sensus iPERL Water Meter w/ BRASS THREADS	0	\$227.00	
Please Note: Touchpad Adder: \$8.00			
New 3/4"-1" Ally Water Meter			
3/4" Sensus Ally Water Meter (7 1/2"LL)	0	\$450.00	
1" Sensus Ally Water Meter		\$518.00	
New 1 1/2" - 2" OMNI R2 Water Meters			
1 1/2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	0	\$540.00	ea \$0.00
2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	0	\$740.00	ea \$0.00
New 1 1/2" - 10" OMNI C2 Water Meters			
1 1/2" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$1,111.00	ea \$0.00
2" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$1,282.00	ea \$0.00
3" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$1,600.00	ea \$0.00
4" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$2,800.00	ea \$0.00
6" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$5,800.00	ea \$0.00
8" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$8,700.00	ea \$0.00
10" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$10,900.00	ea \$0.00
New 1 1/2" - 10" OMNI T2 Water Meters			
1 1/2" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$721.00	ea \$0.00
2" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$854.00	ea \$0.00
3" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$1,068.00	ea \$0.00
4" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$2,073.00	ea \$0.00
6" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$3,731.00	ea \$0.00
8" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$6,084.00	ea \$0.00
10" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	0	\$7,931.00	ea \$0.00
New 4" - 10" OMNI F2 Water Meters			
4" Sensus OMNI F2 Water Meter With Integral ULFM Strainer, AMR Output, Pulse Output and Test Outlet	0	\$72,010.00	ea \$0.00
6" Sensus OMNI F2 Water Meter With Integral ULFM Strainer, AMR Output, Pulse Output and Test Outlet	0	\$9,530.00	ea \$0.00
8" Sensus OMNI F2 Water Meter With Integral ULFM Strainer, AMR Output, Pulse Output and Test Outlet	0	\$13,960.00	ea \$0.00
10" Sensus OMNI F2 Water Meter With Integral ULFM Strainer, AMR Output, Pulse Output and Test Outlet	0	\$21,150.00	ea \$0.00
New 1 1/2" - 4" CORDONEL Water Meters			
1 1/2" Sensus CordoneL Water Meter 13" LL 6' TRPL 3W Cable	1	\$1,825.00	ea \$1,825.00
2" Sensus CordoneL Water Meter 15.25" & 17" LL 6' TRPL 3W Cable	1	\$2,050.00	ea \$2,050.00
3" Sensus CordoneL Water Meter 19" LL 6' TRPL 3W Cable	1	\$2,450.00	ea \$2,450.00
4" Sensus CordoneL Water Meter 23" LL 6' TRPL 3W Cable	1	\$3,925.00	ea \$3,925.00
FlexNet SmartPoints			
510M Single Port, 3-Wire	0	\$126.00	ea \$0.00
510M Single Port, TouchCoupler	0	\$126.00	ea \$0.00
520M Single Port, 3-Wire	0	\$141.00	ea \$0.00
520M Single Port, TouchCoupler	0	\$141.00	ea \$0.00

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

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

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

Please Note: Pricing does not include Labor to install.

Prices are good until **December 31, 2025**. Delivery can be made from stock to within twenty (20) weeks from receipt of your purchase order. Our terms of payment are net thirty (30) days.

Sincerely,

Territory Manager
Chad Capps



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 564-25

File ID: 564-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 10/07/2025

Department: Public Utilities

Final Action:

Title: Approval of the Purchase of Water Metering Equipment from Core & Main LP
in the Amount of \$350,000.00

Agenda Date: 10/21/2025

Attachments: Core & Main Quotation - Joliet 2025

Entered by: chart@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/16/2025
1	2	10/15/2025	Allison Swisher	Approve	10/17/2025
1	3	10/15/2025	Kevin Sing	Approve	10/17/2025
1	4	10/15/2025	Todd Lenzie	Approve	10/17/2025
1	5	10/17/2025	Beth Beatty	Approve	10/17/2025



Memo

File #: 560-25

Agenda Date: 10/21/2025

TO: Mayor and City Council

FROM: Greg Ruddy, Director of Public Works

SUBJECT:

Approval of Change Order No. 1 for the Cass Street / Jefferson Street Streetscape Repair Project - 2024 to PT Ferro Construction Co. in the Amount of \$15,015.24 and Payment Request No. 2 and Final in the Amount of \$16,755.46

BACKGROUND:

On September 3, 2024, the Mayor and City Council awarded the Cass Street / Jefferson Street Streetscape Repair Project to PT Ferro Construction Co. in the amount of \$87,011.03.

The Public Service Committee will review this matter.

CONCLUSION:

This project has been completed, inspected, and accepted. Change Order No. 1, a net addition in the amount of \$15,015.24, is the result of replacing additional sidewalk and brick pavers along Jefferson Street.

Sufficient funds exist for Change Order No. 1 utilizing the Public Works Capital Improvement Fund / Infrastructure (Org 30090270, Object 557200, \$15,015.24).

Additionally, approval for Payment Request No. 2 and Final, in the amount of \$16,755.46, is requested on behalf of PT Ferro Construction Co.

RECOMMENDATION:

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

- 1) Approve Change Order No. 1, a net addition in the amount of \$15,015.24.
- 2) Approve Payment Request No. 2 and Final in the amount of \$16,755.46 on behalf of PT Ferro Construction Co.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 560-25

File ID: 560-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 10/07/2025

Department: Public Works

Final Action:

Title: Approval of Change Order No. 1 for the Cass Street / Jefferson Street Streetscape Repair Project - 2024 to PT Ferro Construction Co. in the Amount of \$15,015.24 and Payment Request No. 2 and Final in the Amount of \$16,755.46

Agenda Date: 10/21/2025

Entered by: dortiz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/10/2025
1	2	10/15/2025	Greg Ruddy	Approve	10/17/2025
1	3	10/15/2025	Kevin Sing	Approve	10/17/2025
1	4	10/15/2025	Todd Lenzie	Approve	10/17/2025
1	5	10/17/2025	Beth Beatty	Approve	10/17/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 565-25

Agenda Date: 10/21/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of Amendment No. 2 for the Professional Services Agreement for Engineering Design Services for the Fairmont Water & Sewer Extension Project on Behalf of V3 Companies for a no Change in Cost

BACKGROUND:

On August 6, 2024 the City Council awarded the Professional Services Agreement for Engineering Design Services for the Fairmont Water & Sewer Extension Project in the amount of \$76,765.00. Amendment No. 1 was approved for a net addition of \$150,000.00 for construction services.

This project is being funded by the American Rescue Plan Act (ARPA). The ARPA program requires that specific federal contract language related to termination and debarment be included in the design engineering contract. This language is not included in the current Professional Services Agreement (PSA) for the project.

The Public Service Committee will review this matter.

CONCLUSION:

Amendment No. 2 is a no cost change that adds the required contract language to the Professional Services Agreement. The additional language has been reviewed by the City of Joliet Legal Department.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve Amendment No. 2 for the Professional Services Agreement for Engineering Design Services for the Fairmont Water & Sewer Extension Project on behalf of V3 Companies for no change in cost.

AMENDMENT No. 2

PROJECT: **Fairmont Water and Sewer Extension PSA**

CONSULTANT: V3 Companies

ADDENDUM No. 2 CONSISTS OF THE FOLLOWING CONTRACT CHANGES:

Professional Services Agreement:

INSERT the following Sections to the Professional Services Agreement executed on August 15th, 2024:

SECTION 10 – TERMINATION FOR CAUSE AND FOR CONVENIENCE

[DISTRICT] reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order;
- (2) make any payments owed; or
- (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

[DISTRICT] also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if [DISTRICT] believes, in its sole discretion that it is in the best interest of [DISTRICT] to do so. The Contractor will be compensated for work performed and accepted and goods accepted by [DISTRICT] as of the termination date if the contract is terminated for convenience of [DISTRICT]. Any award under this procurement process is not exclusive and [DISTRICT] reserves the right to purchase goods and services from other vendors when it is in the best interest of [DISTRICT].

SECTION 11 DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

V3 Companies

Signature:



Date: _____

City of Joliet

Signature:

Date:



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 565-25

File ID: 565-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 10/10/2025

Department: Public Utilities

Final Action:

Title: Approval of Amendment No. 2 for the Professional Services Agreement for Engineering Design Services for the Fairmont Water & Sewer Extension Project on Behalf of V3 Companies for a no Change in Cost

Agenda Date: 10/21/2025

Attachments: Fairmont WS Extension PSA - Amendment #2

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/16/2025
1	2	10/15/2025	Allison Swisher	Approve	10/17/2025
1	3	10/15/2025	Kevin Sing	Approve	10/17/2025
1	4	10/15/2025	Todd Lenzie	Approve	10/17/2025
1	5	10/17/2025	Beth Beatty	Approve	10/17/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 576-25

Agenda Date: 10/21/2025

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 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 of Joliet, the property shall be declared surplus property by Resolution.

The Public Service Committee will review this matter.

CONCLUSION:

There are currently forty-four (44) vehicles or pieces of equipment that have been taken out of service for various reasons, such as accident damage/totaled, beyond repair, and/ or mechanical failure. The vehicles have been used for all available parts. It is recommended that the vehicles that can be sold at auction be auctioned off by GovDeals or Clinton Auto Auction, and the remainder of the vehicles sold as scrap.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Resolution declaring certain City of Joliet property as surplus.

RESOLUTION NO.

A RESOLUTION DECLARING CERTAIN CITY OF JOLIET PROPERTY AS SURPLUS

WHEREAS, the City of Joliet is the owner of certain property described herein and further defined in Exhibit "A" - Surplus List 10-2025; 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, ILLINOIS, 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.

• CITY HALL	2003	CHEVROLET	• POLICE	2008	FORD
• CITY HALL	2005	FORD	• POLICE	2008	FORD
• ENGINEERING	2008	FORD	• POLICE	2005	CHEVROLET
• ENGINEERING	2003	FORD	• POLICE	2003	FORD
• FIRE	1999	INTERNATIONAL	• POLICE	2012	FORD
• FIRE	1994	E-ONE	• POLICE	2012	FORD
• FIRE	2007	FORD	• POLICE	2013	FORD
• FIRE	2004	CHEVROLET	• POLICE	2013	FORD
• FIRE	2001	FORD	• POLICE	2013	FORD
• FLEET	2009	DODGE	• POLICE	2013	FORD
• POLICE	2006	CHEVROLET	• POLICE	2013	FORD
• POLICE	2006	CHEVROLET	• POLICE	2013	FORD
• POLICE	2006	CHEVROLET	• POLICE	2013	FORD
• POLICE	2006	CHEVROLET	• POLICE	2013	FORD
• POLICE	2006	CHEVROLET	• POLICE	2006	HYUNDAI
• POLICE	2006	CHEVROLET	• POLICE	2016	FORD
• POLICE	2006	CHEVROLET	• POLICE	2016	FORD
• POLICE	2007	FORD	• POLICE	2016	FORD
• POLICE	2007	FORD	• ROADWAYS	1993	CHEVROLET
• POLICE	2007	FORD	• ROADWAYS	1987	CASE
• POLICE	2007	FORD	• WATER	2008	FORD
• POLICE	2008	FORD	• WATER	2004	CHEVROLET
• POLICE	2008	FORD	• WASTE	2008	FORD
			WATER		

SECTION 2: The City Manager is hereby authorized to 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 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	CH033	2003	CHEVROLET	AVALANCHE	3GNEK13T23G105738	RUSTED OUT	148,077
2	CITY HALL	CH034	2005	FORD	F-150	1FTPW12555KC01514	RUSTED OUT	153,279
3	ENGINEERING	ENG015	2008	FORD	E250	1FTNE24W38DB55096	RUSTED OUT	92,516
4	ENGINEERING	ENG025	2003	FORD	F-250	1FTNX20L43ED85173	RUSTED OUT/USED FOR PARTS	N/A
5	FIRE	FD040	1999	INTERNATIONAL	MARQUE	1HTSLAAM0XH670086	REPLACED	125,468
6	FIRE	FD449	1994	E-ONE	PUMPER	4ENBAAA85R1003449	BAD ENGINE	128,772
7	FIRE	FD507	2007	FORD	EXPEDITION	1FMFU16567LA20507	RUSTED OUT	115,391
8	FIRE	FD791	2004	CHEVROLET	IMPALA	2G1WF52E749375791	ACCIDENT DAMAGE	80,399
9	FIRE	FD895	2001	FORD	CROWN VIC	2FAFP71W01X187895	RUSTED OUT	90,351
10	FLEET	MMD043	2009	DODGE	GRAND CARAVAN	2D8HN44E99R625664	NEEDS ENGINE	169,435
11	POLICE	0390	2006	CHEVROLET	IMPALA	2G1WS551X69396478	ONE FOR ONE	113,559
12	POLICE	0391	2006	CHEVROLET	IMPALA	2G1WS551769396180	USED FOR FD/PD TRAINING	91,218
13	POLICE	0393	2006	CHEVROLET	IMPALA	2G1WS551669394520	USED FOR FD/PD TRAINING	71,937?
14	POLICE	0394	2006	CHEVROLET	IMPALA	2G1WS551X69396321	ONE FOR ONE	89,707
15	POLICE	0396	2006	CHEVROLET	IMPALA	2G1WS551X69393712	USED FOR FD/PD TRAINING	87,268
16	POLICE	0397	2006	CHEVROLET	IMPALA	2G1WS551469394922	RUSTED OUT/USED FOR PARTS	96,068
17	POLICE	0429	2007	FORD	CROWN VIC	2FAFP71W17X159399	RUSTED OUT/USED FOR PARTS	92,258
18	POLICE	0431	2007	FORD	CROWN VIC	2FAFP71W27X155345	ONE FOR ONE	83,013
19	POLICE	0432	2007	FORD	CROWN VIC	2FAFP71W67X159396	ONE FOR ONE	86,867
20	POLICE	0433	2007	FORD	CROWN VIC	2FAFP71W87X159397	USED FOR FD/PD TRAINING	100,278
21	POLICE	0482	2008	FORD	CROWN VIC	2FAFP71VX8X164478	USED FOR PD TRAINING	63,149
22	POLICE	0483	2008	FORD	CROWN VIC	2FAFP71V88X164477	ONE FOR ONE	89,381
23	POLICE	0484	2008	FORD	CROWN VIC	2FAFP71V68X164476	RUSTED OUT/USED FOR PARTS	119,079
24	POLICE	0515	2008	FORD	E-250	1FTNE24W68DB55044	ONE FOR ONE	24,338
25	POLICE	0525	2005	CHEVROLET	BLAZER	1GNCT18X25K110854	UC VEHICLE/NO LONGER USED	49,017
26	POLICE	0546	2003	FORD	F-350	1FTSW31P33EC20650	RUSTED OUT/USED FOR PARTS	148,114
27	POLICE	0551	2012	FORD	EXPEDITION	1FMJK1G57CEF47727	RUSTED OUT	128,120
28	POLICE	0555	2012	FORD	EXPEDITION	1FMJK1G5XCEF67180	RUSTED OUT	UNKNOWN
29	POLICE	0556	2013	FORD	INT SEDAN	1FAHP2M84DG144759	USED FOR FD/PD TRAINING	58,564
30	POLICE	0558	2013	FORD	INT SEDAN	1FAHP2M85DG144754	USED FOR FD/PD TRAINING	81,467
31	POLICE	0559	2013	FORD	INT SEDAN	1FAHP2M87DG144755	RUSTED OUT	181,233
32	POLICE	0561	2013	FORD	INT SEDAN	1FAHP2M82DG144758	RUSTED OUT	144,966
33	POLICE	0562	2013	FORD	INT SEDAN	1FAHP2M80DG144760	ACCIDENT DAMAGE	147,101
34	POLICE	0568	2013	FORD	EXPEDITION	1FMJU1G51DEF53633	RUSTED OUT	171,837
35	POLICE	0569	2013	FORD	EXPEDITION	1FMJU1G53DEF53634	RUSTED OUT	126,338
36	POLICE	0612	2006	HYUNDAI	SONATA	5NPEU46F76H007276	UC VEHICLE/NO LONGER USED	147,866
37	POLICE	0628	2016	FORD	INT UTILITY	1FM5K8AR4GGD04649	ACCIDENT DAMAGE	60,702?
38	POLICE	0633	2016	FORD	INT UTILITY	1FM5K8AR3GGD04657	ACCIDENT DAMAGE	5,517?
39	POLICE	0643	2016	FORD	INT UTILITY	1FM5K8AR2GGD04634	ONE FOR ONE	151,250
40	ROADWAYS	ST034	1993	CHEVROLET	C3500	1GDJC34J3PE512148	BAD ENGINE	181,805
41	ROADWAYS	ST093	1987	CASE	585	15314	PARTS NOT AVAILABLE/REPLACED	2173HR
42	WATER	W091	2008	FORD	EXPEDITION	1FMFU16558LA83972	RUSTED OUT	107,831
43	WATER	W145	2004	CHEVROLET	IMPALA	2G1WF52E449375490	RUSTED OUT/USED FOR PARTS	74,591
44	WASTE WATER	WWT042	2008	FORD	F-150	1FTRF14V58KE88203	RUSTED OUT/USED FOR PARTS	124,619



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 576-25

File ID: 576-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 10/08/2025

Department: Public Works

Final Action:

Title: Resolution Declaring Certain City of Joliet Property as Surplus

Agenda Date: 10/21/2025

Attachments: Resolution, Surplus List 10-2025.pdf

Entered by: jsprice@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/13/2025
1	2	10/15/2025	Greg Ruddy	Approve	10/17/2025
1	3	10/16/2025	Kevin Sing	Approve	10/17/2025
1	4	10/16/2025	Todd Lenzie	Approve	10/20/2025
1	5	10/17/2025	Beth Beatty	Approve	10/20/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 577-25

Agenda Date: 10/21/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Approving the Subrecipient Award Agreement between Will County and the City of Joliet for the Southeast Joliet Sanitary District Water System Improvements

BACKGROUND:

Will County was awarded grant funds under the American Rescue Plan Act (ARPA) that are to be utilized for populations, industries, sectors, and specific agencies affected by the COVID-19 pandemic. These grant funds have been made available on a reimbursement basis for various infrastructure projects within the County. ARPA funds in the amount of \$4,025,046.00 were set aside for the Southeast Joliet Sanitary District Water System Improvements. The City of Joliet will be the subrecipient of these funds and will design, construct, and own the improvements.

The Public Service Committee will review this matter.

CONCLUSION:

This grant funding is part of Will County's support of the transfer of the Southeast Joliet Sanitary District Water and Sewer System to the City of Joliet.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Subrecipient Award Agreement between Will County and the City of Joliet for the Southeast Joliet Sanitary District Water System Improvements.

RESOLUTION NO.

RESOLUTION APPROVING THE SUBRECIPIENT AWARD AGREEMENT BETWEEN WILL COUNTY AND THE CITY OF JOLIET FOR THE SOUTHEAST JOLIET SANITARY DISTRICT WATER SYSTEM IMPROVEMENTS

WHEREAS, the County has received grant funds from the United States Department of the Treasury (the "Treasury") under the State and Local Fiscal Recovery Funds program ("SLFRF"); and

WHEREAS, the County is committed to utilizing the grant funds provided to it under the State and Local Fiscal Recovery Fund program (the "Grant Funds") to support target populations, industries, sectors, and specific businesses or agencies affected by the COVID-19 pandemic; and

WHEREAS, the County desires to use the Grant Funds to reimburse the Subrecipient for certain expenses ("Expenses") incurred due to the effects of the Covid-19 pandemic; and

WHEREAS, failure to adhere to these terms and conditions can result in a denial of reimbursements, recoupment of funds, and immediate termination of this Agreement; and

WHEREAS, the County desires to reimburse the Subrecipient in an amount not to exceed \$4,025,046.00 in Grant Funds for the period of March 3, 2021 to December 31, 2026; and

WHEREAS, the City will be the Subrecipient and will utilize the Grant Funds for the Southeast Joliet Sanitary District Water System Improvements.

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

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

SECTION 2: The Director of Public Utilities is hereby authorized to accept the grant set forth in Exhibit "A" attached hereto in the amount of \$4,025,046.00.

SECTION 3: The Director of Public Utilities is directed to complete, and authorized to execute, all grant documents on behalf of the City of Joliet.

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

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

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

PASSED this _____ day of _____, 2025

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____



SUBRECIPIENT GRANT AGREEMENT

Summary of Key Subrecipient Grant Terms

1. Subrecipient Entity Name: City of Joliet
- 2.
3. Supervisor Name: Allison Swisher, Director of Public Utilities
4. Subrecipient Unique Entity Identifier: UKXHU6SJXLR9
5. Subrecipient Taxpayer ID:
6. Point of Contact Email Address: aswisher@joliet.gov
7. Address Line 1: 150 W Jefferson St.
8. City, State, Zip: Joliet, IL 60432
9. Subrecipient SAM.gov Registration:
10. Type of Grant (select all that apply):
 - ☐1. Funds to cover direct expenses related to Covid-19 (e.g., purchase of PPE, staff cost related to increased demand of services)
 - ☐2. Funding for new programs/services for people disparately impacted by the pandemic and its economic impacts
 - ☐3. Funds to cover household assistance
 - ☐4. Funds to cover costs associated with the implementation of preventing or mitigation measures to contain the spread of the virus
 - ☒Other: ARPA Infrastructure – South East Joliet System Improvements
11. Detailed description of what the grant funds will be used for: Improvements of South East Joliet water system.
12. Amount granted: \$ 4,025,046.00
13. Expenditure Category (Attachment A):

5.11– Drinking Water: Transmission & Distribution

Table of Contents

Summary of Key Subrecipient Grant Terms.....	2
Table of Contents	3
SUBRECIPIENT AWARD AGREEMENT BETWEEN WILL COUNTY AND CITY OF JOLIET	4
RECITALS	4
TERMS AND CONDITIONS	4
I. INCORPORATION OF RECITALS	4
II. INCORPORATED DOCUMENTS	4
III. TERM OF AGREEMENT	5
IV. CONFLICT OR INCONSISTENCY	5
V. TERMINATION FOR CONVENIENCE	5
VI. TERMINATION FOR CAUSE	5
VII. SUBRECIPIENT APPLICATION DEADLINE	5
VIII. SCOPE OF WORK	6
IX. COMPENSATION	6
X. TERMS OF PAYMENT	8
XI. REPORTING AND MONITORING REQUIREMENTS	8
XII. SUBCONTRACTS; PROCUREMENT; SUBAWARDS	10
XIII. INDEMNIFICATION HOLD-HARMLESS AGREEMENT	14
XIV. FORCE MAJEURE	15
XV. CLOSEOUT	15
XVI. LOBBYING PROHIBITION; CONFLICTS OF INTEREST	15
XVII. REAL PROPERTY; EQUIPMENT	16
XVIII. UNAUTHORIZED EMPLOYMENT	17
XIX. DEBARMENT/SUSPENSION	17
XX. PHYSICAL ACCESS AND INSPECTION	17
XXI. PERMITS	17
XXII. ACCESS TO RECORDS AND PERSONNEL	17
XXIII. MISCELLANEOUS	19
Attachment A: Expenditure Allowability Plan	24
Attachment B: Reimbursement Request Process	27
Attachment C: Reimbursement Request Form	29
Attachment D: ARPA Award Background	31

SUBRECIPIENT AWARD AGREEMENT BETWEEN WILL COUNTY AND CITY OF JOLIET

This Subrecipient Award Agreement (the "Agreement") dated as of October 21, 2025 is made and entered into by and between Will County (the "County"), and the City of Joliet (the "Subrecipient"), a (collectively the "Parties" and individually the "Party"); and

RECITALS

WHEREAS, the County has received grant funds from the United States Department of the Treasury (the "Treasury") under the State and Local Fiscal Recovery Funds program ("SLFRF") which is outlined in the ARPA Award Background attached hereto as Attachment D; and

WHEREAS, the County is committed to utilizing the grant funds provided to it under the State and Local Fiscal Recovery Fund program (the "Grant Funds") to support target populations, industries, sectors, and specific businesses or agencies affected by the COVID-19 pandemic, and

WHEREAS, the County desires to use the Grant Funds to reimburse the Subrecipient for certain expenses ("Expenses") incurred due to the effects of the Covid-19 pandemic; and

WHEREAS, failure to adhere to these terms and conditions can result in a denial of reimbursements, recoupment of funds, and immediate termination of this Agreement; and

WHEREAS, the County desires to reimburse the Subrecipient in an amount not to exceed \$4,025,046.00 in Grant Funds for the period of March 3, 2021 to December 31, 2026; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

I. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

II. INCORPORATED DOCUMENTS

This Agreement incorporates the following documents, which are attached hereto and are made a part of this Agreement:

- a) Summary of Key Subrecipient Grant Terms
- b) Attachment A: Expenditure Allowability Plan
- c) Attachment B: Reimbursement Request Process
- d) Attachment C: Reimbursement Request Form
- e) Attachment D: ARPA Award Background [For informational purposes only]

III. TERM OF AGREEMENT

The term of this Agreement shall begin on October 21, 2025, and end on December 31, 2026 (“Termination Date”) subject to any extensions later agreed upon.

IV. CONFLICT OR INCONSISTENCY

In the event of any conflict or inconsistency between the terms and conditions of this Agreement and applicable Federal law, Federal law will prevail.

V. TERMINATION FOR CONVENIENCE

Notwithstanding anything in this Agreement to the contrary, the County, or its designee(s) may terminate this Agreement for convenience and without cause upon not less than thirty (30) days prior written notice to the Subrecipient. If the County, or its designee(s) exercises this right to terminate this Agreement for convenience and without cause, the Subrecipient shall not be entitled to any reimbursement or financial recovery/remedy as a result of the Termination for Convenience.

VI. TERMINATION FOR CAUSE

Notwithstanding anything in this Agreement to the contrary, the County, or its designee(s) may terminate all or part of this Agreement for cause. If the Subrecipient shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations of this Agreement, the Federal Rules governing this agreement, or any other provision therewith, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of its intent to terminate this Agreement specifying the grounds for termination. The Subrecipient shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate without further notice.

VII. SUBRECIPIENT APPLICATION DEADLINE

Notwithstanding anything in this Agreement to the contrary, if the Expense has not been identified, established or begun on or before January 1, 2024, then this Agreement shall be null and void and of no further force or effect and no Party shall have any further liability under this Agreement.

VIII. SCOPE OF WORK

The SLFRF is intended to directly support costs related to health, economic development, unmet needs, infrastructure, and revenue replacement. The Expenditure Allowability Plan, as provided on Attachment A, describes the costs approved by the County. Grant Funds are to be used only for those expenditures that are specifically listed therein.

IX. COMPENSATION

Subject to the terms and conditions of this Agreement, the County shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$4,025,046.00 under this Agreement. It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the EAP above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the EAP.

1. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the EAP as such costs are incurred. Eligible and allowable costs are defined as costs that:
 - i. Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19.
 - ii. Were not accounted for in the Subrecipient's budget most recently approved as of March 3, 2021.
 - iii. Were incurred during the Covered Period, March 3, 2021, through December 31, 2026
 - iv. Are described in the EAP; and
 - v. Are otherwise in accordance with the terms and conditions of this Agreement and all other applicable laws, rules, regulations, and guidance.

Costs that do not satisfy all the above-required conditions shall be ineligible for reimbursement under this agreement.

2. All reimbursement requests shall be submitted to Anser Advisory: Anna Sitton, anna.sitton@anseradvisory.com as further described in Section X. Terms of Payment hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the County, in its sole discretion, demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification,

signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. § 1001 and 31 U.S.C. §§ 3729-3730 and §§ 3801-3812).

3. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024, and expended on or before December 31, 2026, and a final payment request should be submitted to the County no later than such date to ensure the County has adequate time to process the request. The Treasury defines "obligated" as an order or purchase made for goods or services. For the expenditure of funds, performance or delivery must occur during the Covered Period, with payment of funds made during that time. In the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been obligated for the period of the lease that is within the Covered Period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the Covered Period.
4. The County requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in Attachment B, Reimbursement Request Process. Each Reimbursement Request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County, in its sole discretion. In the event the County determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the County, in its sole discretion.
5. Notwithstanding anything to the contrary, Subrecipient is only entitled to reimbursements for which they have provided adequate Supporting Documentation. If the County determines the Subrecipient has only provided Supporting Documentation for a portion of the reimbursement request, the County will issue reimbursement for that portion and ask Subrecipient to issue another reimbursement request with Supporting Documentation for the remainder.

X. TERMS OF PAYMENT

1. By program start date, the Subrecipient may request reimbursement from the County for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Reimbursement Request Form in accordance with the process noted in Attachment B. Included as Attachment C is a copy of the Reimbursement Request Form that can be submitted to Anser Advisory: Anna Sitton, anna.sitton@anseradvisory.com and shall be accompanied by sufficient Supporting Documentation (collectively the Reimbursement Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request").
2. Within thirty (30) business days after receipt of the complete Payment Request, the County shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the County shall notify the Subrecipient of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) business days of receipt of notice from the County. The County reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the County, in its sole discretion.
3. Upon determination by the County that the Payment Request is sufficient, the County shall, at its sole discretion, transmit the funds by predetermined methodology subject to the Payment Request to the Subrecipient within thirty (30) business days.

XI. REPORTING AND MONITORING REQUIREMENTS

1. **Financial and Performance Reports.** Subrecipients shall submit financial and performance reports as required by Part 2 of Treasury's Compliance and Reporting Guidelines, and supporting documentation related to this Agreement and Subrecipient's implementation of the projects and/or activities described in the Expenditure Allowability Plan ("EAP") (Attachment A). Subrecipients shall submit reports once by the 15th of every month during the Covered Period (March 3, 2021, through December 31, 2026) if funds are expended.
2. **Final Project Report.** The Subrecipient shall describe the status of the implementation of the projects and/or activities described in the EAP. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient and such other information as the County deems necessary to facilitate closeout of this Agreement and permit the County to meet all of its obligations and requirements under same.
3. **Non-consumable and/or nonexpendable personal property** or equipment that costs \$5,000 or more purchased by Subrecipient is subject to the requirements set forth in 30

ILCS 708 and 2 C.F.R. Part 200, as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- 4. Accounting.** Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All Payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) comply with the provisions of this paragraph.
- 5. Duplication of Benefit.** Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-subrecipient (as defined in 2 C.F.R. § 200.1), or any individual or entity that is a beneficiary of such projects and/or activities from other Non-State and Local Fiscal Recover Fund programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the County. If the Subrecipient recovers from another source any costs incurred under this Agreement and reimbursed by the County, the Subrecipient shall reimburse the County for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the County. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the County by the Subrecipient.
- 6. Audits.** If the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the County under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R.

Part 200. An audit of the Subrecipient conducted by an external auditor in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

7. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of the County, the Department of the Treasury, and the U.S. Government Accountability Office (GAO).
8. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the County. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the County's termination of this Agreement.
9. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the County; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the County. In the event the County determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County and/or Treasury.

XII. SUBCONTRACTS; PROCUREMENT; SUBAWARDS

1. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state (30 ILCS 500) and federal (2 C.F.R. Part 200) law.
2. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the County, subject to any conditions or limitations imposed by applicable state and federal law and Section XIX. hereof concerning debarred/suspended contractors. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the

fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.

- 3. Subcontractor Determinations and Monitoring.** In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted, at no cost, to the County upon request.
- 4. Affirmative Action.** The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Illinois. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises.
 - v. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the U.S. Department of the Commerce, the Illinois Department of Central Management Services (Office of Supplier Diversity), the Illinois Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs.
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (i) through (v).

- vii. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.
- viii. The requirements outlined in subparagraphs (i) through (vi) above do not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirements only impose an obligation to carry out and document the six affirmative steps identified above in subparagraphs (i) through (vi).
- ix. The requirements described in subparagraphs (i) through (vi) above outline the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- x. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

5. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

- a. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information. This provision shall not apply to conduct that violates the Illinois Equal Pay Act, 820 ILCS 112.
- d. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of U.S. Order 11246 of September 24, 1965. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- f. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or

orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

- i. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in 28 C.F.R. Part 42, Nondiscrimination; Equal Employment Opportunity.

6. **Sub-Awards.** The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the County. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-200.332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted, at no cost, to the County upon request.

XIII. INDEMNIFICATION HOLD-HARMLESS AGREEMENT

The Subrecipient agrees to indemnify and hold the County, or its designee(s), its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the Subrecipient arising from or in connection with (i) the Subrecipient's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Subrecipient's failure to pay any contractors or subcontractors, vendors, laborers, employees or any potential sub-subrecipient or subordinate relation, or any party in privity of contract or agreement therewith in connection with the ARPA or SLFRF grant(s) or any other Federal funding or reimbursable expenses associated with this program.

- 1. Cooperation.** Both Parties agree to cooperate in good faith and provide any and all information necessary for the defense of any claim or action.

XIV. FORCE MAJEURE

Neither party shall be liable in damages for any delay or default in performing its respective obligations under this agreement if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, strikes, fires, floods, work stoppages, pandemics, or acts or failures to act of third parties. So long as any such delay or default continues, the party affected by the conditions shall fully inform the other party at all times concerning the matters causing the delay or default and the purposes of their ending. If a delay occurs under this section, the affected party shall immediately notify the other of such delay and keep the party fully informed until the issue that caused the delay has been resolved. If a delay requires that the term of this Agreement be extended, such extension shall only occur upon the approval of the U.S. Department of the Treasury and the County and written modification of this Agreement.

XV. CLOSEOUT

The County will close out this Agreement when it determines that all projects and/or activities and all applicable administrative actions have been completed. Unless an extension is approved by the County, within twenty (20) business days after the Termination Date pursuant to Section III, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the County any balances of unobligated cash that the County paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) business days after receipt of all outstanding reports, the County will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

- a. The right of the County to disallow costs and recover funds on the basis of a later audit or other review;
- b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
- c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

Unless an extension is approved by the County, the Subrecipient must liquidate all obligations incurred under this Agreement within ninety (90) business days after the Termination Date.

XVI. LOBBYING PROHIBITION; CONFLICTS OF INTEREST

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

- a. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- c. Pursuant to 2 C.F.R. § 200.450 and 2 C.F.R. § 200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.
- d. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- e. In accordance with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

XVII. REAL PROPERTY; EQUIPMENT

If Subrecipient acquires an interest in real property utilizing funds under this Agreement, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and other applicable laws, rules, and regulations, including, but not limited to ARPA guidance issued by the County and its designees and/or the Department of the Treasury. Pursuant to same, except as otherwise expressly authorized by the County, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and other applicable laws, rules, and regulations, including, but not limited to ARPA guidance issued by the County and its designees and/or the Department of the Treasury.

XVIII. UNAUTHORIZED EMPLOYMENT

The employment of unauthorized aliens by any Subrecipient/sub-subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/sub-subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

XIX. DEBARMENT/SUSPENSION

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and subawardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed under this Agreement.

XX. PHYSICAL ACCESS AND INSPECTION

As applicable, County and Treasury agents and personnel shall be given access to and may observe and inspect projects, activities, and work being performed with funds provided under this Agreement.

XXI. PERMITS

The Subrecipient expressly acknowledges that receipt of the financial assistance provided for under this Agreement does not imply nor guarantee that a federal, state or local permit will be issued for a particular project or activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state or local laws.

XXII. ACCESS TO RECORDS AND PERSONNEL

1. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.
2. Subrecipient shall comply with the Illinois Freedom of Information Act, codified at 5 ILCS 140. Records made or received in conjunction with this Agreement are public records under Illinois law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.
3. This Agreement may be unilaterally canceled by the County for refusal by the Subrecipient to either provide to the County upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under 5 ILCS 140.
4. The Subrecipient acknowledges and agrees that the County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is sub awarded or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.
5. The County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.
6. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.
7. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

XXIII. MISCELLANEOUS

- 1. HEADINGS.** The headings of the articles, paragraphs and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 2. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect.
- 3. AMENDMENT.** This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.
- 4. COMPLIANCE WITH LAWS.** The Subrecipient shall comply with all applicable federal, state, and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations, rules, policies, and executive orders described herein. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance under this Agreement. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.
- 5. GOVERNING LAW AND FORUM.** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflict of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Will County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 6. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 7. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the County and the Subrecipient with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the County and the Subrecipient with respect to the subject matter hereof.
- 8. ASSIGNMENT.** This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.
- 9. DISCLAIMER OF RELATIONSHIP.** Nothing contained in this Agreement, nor any act of either the County or the Subrecipient, shall be deemed or construed by any of the parties hereto

or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the Subrecipient.

- 10. CONSTRUCTION OF WORDS.** The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof. A reference to the Subrecipient includes the Subrecipient's officers, commissioners, employees, attorneys, agents and assigns; a reference to the County includes its officers, members, employees, attorneys, agents and assigns.
- 11. NO PERSONAL LIABILITY.** No member, official, employee or agent of either the County or the Subrecipient shall be individually or personally liable in connection with this Agreement.
- 12. GOVERNMENTAL IMMUNITY.** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, neither the Subrecipient nor the County has, and in no event shall either of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Agreement or performance hereunder.
- 13. WAIVER.** No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.
- 14. NO THIRD-PARTY BENEFICIARIES.** This Agreement shall inure to the benefit of and shall be binding upon the County, the Subrecipient and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.
- 15. NOTICES.** All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified below. This Section shall not preclude routine communication by the Parties by other means.

Notice to the County's designee shall be addressed to:

Will County – Executive Office
302 N. Chicago Street
Joliet, IL 60432

Attention: Ms. Jennifer Bertino-Tarrant

Notice to the Subrecipient shall be addressed to:

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

Attention: Allison Swisher, Director of Public Utilities

Either Party may change the above-described contact information by giving notice of such change to the other party pursuant to the notice section hereof.

16. REPRESENTATIVES. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the County: Name: Jennifer Bertino-Tarrant, Will County Executive
 Address: 302 N. Chicago Street, Joliet, IL 60432
 Phone: 815-740-4601
 Fax: 815-740-4600
 Email: jbartinotarrant@willcountyillinois.com

For the Subrecipient: Name: City of Joliet
 Contact: Allison Swisher, Director of Public Utilities
 Address: 150 W Jefferson St, Joliet, IL 60432
 Phone: 815-724-4222
 Email: aswisher@joliet.gov

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

17. AUTHORITY. The County has authority to enter into this Agreement pursuant to the American Rescue Plan Act, P.L. 117-2 (2021) (“ARPA”) and the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) passed by the U.S. Department of Treasury on March 11, 2021 and May 17, 2021 respectively.

The Subrecipient represents that it has full power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all requisite corporate action.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

County of Will, ILLINOIS

Jennifer Bertino-Tarrant, Will County Executive
302 N. Chicago Street, Joliet, IL 60432

By: _____

City of Joliet, Illinois

Allison Swisher, Director of Public Utilities
150 W Jefferson St, Joliet, IL 60432

By: _____

Attachment A: Expenditure Allowability Plan

The Expenditure Categories (EC) listed below must be used to categorize each project. The term “Expenditure Category” refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

Expenditure Category	EC ²⁸
1: Public Health	
COVID-19 Vaccination [^]	1.1
COVID-19 Testing [^]	1.2
COVID-19 Contact Tracing [^]	1.3
Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.) ^{*^}	1.4
Personal Protective Equipment [^]	1.5
Medical Expenses (including Alternative Care Facilities) [^]	1.6
Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine) [^]	1.7
COVID-19 Assistance to Small Businesses [^]	1.8
COVID 19 Assistance to Non-Profits [^]	1.9
COVID-19 Aid to Impacted Industries [^]	1.10
Community Violence Interventions	
Community Violence Interventions ^{*^}	1.11
Behavioral Health	
Mental Health Services ^{*^}	1.12
Substance Use Services ^{*^}	1.13
Other	
Other Public Health Services [^]	1.14
Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	-
2: Negative Economic Impacts	
Assistance to Households	
Household Assistance: Food Programs ^{*^}	2.1
Household Assistance: Rent, Mortgage, and Utility Aid ^{*^}	2.2
Household Assistance: Cash Transfers ^{*^}	2.3
Household Assistance: Internet Access Programs ^{*^}	2.4
Household Assistance: Paid Sick and Medical Leave [^]	2.5
Household Assistance: Health Insurance ^{*^}	2.6
Household Assistance: Services for Un/Unbanked ^{*^}	2.7
Household Assistance: Survivor's Benefits [^]	2.8
Unemployment Benefits or Cash Assistance to Unemployed Workers ^{*^}	2.9
Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives) ^{*^}	2.10
Healthy Childhood Environments: Child Care ^{*^}	2.11
Healthy Childhood Environments: Home Visiting ^{*^}	2.12
Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System ^{*^}	2.13
Healthy Childhood Environments: Early Learning ^{*^}	2.14

Long-term Housing Security: Affordable Housing*^	2.15
Long-term Housing Security: Services for Unhoused Persons*^	2.16
Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities*^	2.17
Housing Support: Other Housing Assistance*^	2.18
Social Determinants of Health: Community Health Workers or Benefits Navigators*^	2.19
Social Determinants of Health: Lead Remediation*^	2.20
Medical Facilities for Disproportionately Impacted Communities^	2.21
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety^	2.22
Strong Healthy Communities: Demolition and Rehabilitation of Properties^	2.23
Addressing Educational Disparities: Aid to High-Poverty Districts^	2.24
Addressing Educational Disparities: Academic, Social, and Emotional Services*^	2.25
Addressing Educational Disparities: Mental Health Services*^	2.26
Addressing Impacts of Lost Instructional Time^	2.27
Contributions to UI Trust Funds^	2.28
Assistance to Small Businesses	
Loans or Grants to Mitigate Financial Hardship^	2.29
Technical Assistance, Counseling, or Business Planning*^	2.30
Rehabilitation of Commercial Properties or Other Improvements^	2.31
Business Incubators and Start-Up or Expansion Assistance*^	2.32
Enhanced Support to Microbusinesses*^	2.33
Assistance to Non-Profits	
Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^	2.34
Aid to Impacted Industries	
Aid to Tourism, Travel, or Hospitality^	2.35
Aid to Other Impacted Industries^	2.36
Other	
Economic Impact Assistance: Other*^	2.37
Household Assistance: Eviction Prevention*^	-
Education Assistance: Other*^	-
Healthy Childhood Environments: Other*^	-
Social Determinants of Health: Other*^	-
3: Public Health-Negative Economic Impact: Public Sector Capacity	
General Provisions	
Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	3.1
Public Sector Workforce: Rehiring Public Sector Staff	3.2
Public Sector Workforce: Other	3.3
Public Sector Capacity: Effective Service Delivery	3.4
Public Sector Capacity: Administrative Needs	3.5
4: Premium Pay	
Public Sector Employees	4.1
Private Sector: Grants to Other Employers	4.2

5: Infrastructure	
Water and Sewer	
Clean Water: Centralized Wastewater Treatment	5.1
Clean Water: Centralized Wastewater Collection and Conveyance	5.2
Clean Water: Decentralized Wastewater	5.3
Clean Water: Combined Sewer Overflows	5.4
Clean Water: Other Sewer Infrastructure	5.5
Clean Water: Stormwater	5.6
Clean Water: Energy Conservation	5.7
Clean Water: Water Conservation	5.8
Clean Water: Nonpoint Source	5.9
Drinking water: Treatment	5.10
Drinking water: Transmission & Distribution	5.11
Drinking water: Lead Remediation, including in Schools and Daycares	5.12
Drinking water: Source	5.13
Drinking water: Storage	5.14
Drinking water: Other water infrastructure	5.15
Water and Sewer: Private Wells	5.16
Water and Sewer: IIJA Bureau of Reclamation Match	5.17
Water and Sewer: Other	5.18
Broadband	
Broadband: "Last Mile" projects	5.19
Broadband: IIJA Match	5.20
Broadband: Other projects	5.21
6: Revenue Replacement	
Provision of Government Services	6.1
Non-federal Match for Other Federal Programs	6.2
7: Administrative	
Administrative Expenses	7.1
Transfers to Other Units of Government	7.2
Transfers to Non-entitlement Units (States and territories only)	-

Attachment B: Reimbursement Request Process

Pursuant to this agreement, subrecipients must submit a Request for Reimbursement in order to receive funding for eligible activities. This document offers guidelines in preparing a submittal for County reimbursement of eligible ARPA expenditures. While changes may still follow as the process evolves, for now the following guidelines may be helpful in completing each of the fields on the form. Please complete all requested fields and print, sign and date prior to submission. Attach documentation for expenditure and submit with the Reimbursement Form.

Section 1: Reimbursement Request Information

Agency: Name of Organization

Date of Request: Enter the date of your submission to the County

Agency Address: Organization's mailing address (use main location if multiple offices)

Contact Name and Title: Name and title of individual who can answer questions, if needed.

Contact Phone Number and E-Mail: Phone number and email address of individual above.

Amount of Reimbursement Requested: Amount requested for goods or services.

Date of Purchase: Date purchase order was made.

Date Cost Paid: If the costs were paid upon purchase, use same date as above. In the event the payment was made at a different time, enter that date here. This is needed to confirm payments fall within the ARPA eligible costs period of March 3, 2021, to December 31, 2026

Date Received: For the expenditure to be considered eligible, the funds must have been expended and the agency must be in possession of the item, good or service being submitted for reimbursement.

Expenditure Category: Subrecipients should indicate which expenditure category in the EAP is being claimed for this project.

Project Description: Use this area and additional sheets to describe the cost being submitted for reimbursement from County ARPA funding. This should include a brief description of the project in its entirety, and if applicable, the specific portion of the project that is being funded. In this narrative, subrecipients should also describe how the project responds to COVID-19, and specifically, how the project aligns with the expenditure category listed in the previous section. This section may be used to also provide general breakdown of costs, referring to the supporting documents included in the request. The following are some suggested description examples:

“Public Health costs of \$XXX for a capital project to expand customer service counters and add Plexiglas shields and dividers, all procured by an RFP for construction services pursuant to agency and federal procurement requirements. This project is directly related to addressing COVID impacts and there was no such construction included in the original budget. These safeguards have a ten-year useful life. This project will help mitigate COVID in dense work sites such as the County Courthouse, and County Administrative Offices.

Public Health Compliance costs of \$XXX for telework facilitation specifically to acquire 15 laptops, 2 servers, and a router. All of this equipment was purchased from State of Illinois bids

available to all state agencies. This will allow 15 additional staff to telework, and upgrade response times for another 20 staff already teleworking. The original budget had the typical 10 laptop annual replacement which has already occurred, while these additional 15 laptops were not contemplated in the budget. There was no budget to acquire servers or routers. These technology assets usually have a three-year useful life. This will satisfy the administrative needs of all telework employees, assisting to mitigate the spread of COVID by allowing employees to work from home”

Has this project previously received funding from other Federal sources, or does your entity anticipate receiving funding from other Federal sources?: Yes or no confirmation. **Is yes,** please describe.

Section 2: Reimbursement Request Term and Conditions

Information regarding reimbursement criteria and deadline for submittal of reimbursement – December 31, 2026. No action required.

Section 3: Supporting Documentation

This is the area to describe the supporting documents submitted to substantiate the cost reimbursement. Use this area and additional sheets to describe the supporting information being submitted for reimbursement from County ARPA funding. At a minimum - where appropriate - the documentation should include:

- Vendor Procurement and Executed Contracts
- Purchase Orders
- Invoices
- Proof of Payment

Proof of payment, vendor contracts or state bid info, invoices, payroll and attendance data (take precautions related to shielding or redacting non-public information and HIPPA requirements), pictures of projects (before and after), sign-in sheets or daily counts of COVID responses like meals and tests administered, are also examples of supporting documents.

Section 4: Certification Regarding Use of Funds

Agency affirmation regarding reimbursement criteria. Official representative of the requestor signs the certification.

Attachment C: Reimbursement Request Form

[Form on the following page]

SLFRF Reimbursement Request Form							
Section 1: Reimbursement Request Information							
Agency:				Date of Request:			
Agency Address:							
City:			State:	IL	ZIP Code:		
Contact Name and Title:				Contact Email Address:			
Contact Phone Number:							
Amount of Reimbursement Requested:							
Date of Purchase:				Date Cost Paid:			
Date Received:				Expenditure Category:			
Project Description:							
Has this project previously received funding from other Federal sources, or you're your entity anticipate receiving funding from other Federal sources?			Yes or No:			If Yes, explain:	
Section 2: Reimbursement Request Term and Conditions							
Deadline for Submittal of Reimbursement:				December 31, 2026			
Section 3: Supporting Documentation (Use additional sheets of this form if needed)							
Document type:			Description:				
Document type:			Description:				
Document type:			Description:				
Document type:			Description:				
Document type:			Description:				
Section 4: Certification Regarding Use of Funds. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.							
Authorized Representative Signature:					Date:		

Attachment D: ARPA Award Background

[For informational purposes only]

Background

From Treasury's Compliance and Reporting Guidance, June 17, 2022

Treasury adopted an interim final rule in May 2021 and the final rule on January 6, 2022, to implement these eligible use categories and other restrictions on the use of funds under the State and Local Fiscal Recovery Funds program. The final rule took effect on April 1, 2022, and the interim final rule remained in effect until that time, although recipients could choose to take advantage of the final rule's flexibilities and simplifications prior to April 1, 2022. Recipients may consult the Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule for more information on compliance with the interim final rule and the final rule.

It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with the program's requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how the requirements have been satisfied since they suggest the recipients have been satisfied as part of their award management, internal controls, and subrecipient oversight and management

Treasury's Final Rule

From Treasury's Compliance and Reporting Guidance, June 17, 2022

Treasury's Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

- 1. Eligible and Restricted Uses of SLFRF Funds.** As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project “responds to” a “negative economic impact” caused by the COVID-19 public health emergency.
- Definitions of “eligible employers”, “essential work,” “eligible workers”, and “premium pay” for cases where premium pay is an eligible use.
- A definition of “general revenue” and a formula for calculating revenue lost due to the COVID-19 public health emergency.
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency’s Drinking Water and Clean Water State Revolving Funds.
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and sufficiently robust to meet increasing household demands for bandwidth.

Treasury’s Final Rule also provides more information on four restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient’s change in law, regulation, or administrative interpretation; and recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund. Recipients should refer to Treasury’s Interim Final Rule for more information on these restrictions.

Treasury’s final rule outlines that funds available under the “revenue loss” eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, the final rule notes that SLFRF funds may not be used as the non-federal share for purposes of a state’s Medicaid and CHIP programs because the Office of Management and Budget (“OMB”) has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 C.F.R. § 200.102 of the Uniform Guidance and related regulations. If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 C.F.R. § 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the SLFRF funds for the match or cost-share requirement. SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. For example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects.

2. **Eligible Costs Timeframe.** Your organization, as a recipient of an SLFRF award, may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, as long as the award funds for

the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the recipient State, territorial, local, or Tribal government prior to March 3, 2021, are not eligible, as provided for in Treasury's Interim Final Rule.

Recipients may use SLFRF award funds to aid households, businesses, nonprofits, and individuals within the eligible use categories (subrecipients) described in Treasury's Interim Final Rule for costs that those households, businesses, nonprofits, and individuals incurred prior to March 3, 2021. For example,

- a) Public Health/Negative Economic Impacts: Recipients may use SLFRF award funds to assist households, small businesses, and nonprofits – such as rent, mortgage, or utility assistance – for costs incurred by the household prior to March 3, 2021, provided that the recipient state, territorial, local or Tribal government did not incur the cost of providing such assistance prior to March 3, 2021.
- b) Premium Pay: Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such premium pay must not have been incurred by the recipient prior to March 3, 2021.
- c) Revenue Loss: Treasury's Interim Final Rule gives recipients broad discretion to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue begins with the recipient's revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- d) Investments in Water, Sewer, and Broadband: Recipients may use SLFRF award funds to make necessary investments in water, sewer, and broadband. Recipients may use SLFRF award funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the SLFRF award funds were incurred by the recipient after March 3, 2021.

Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. § 200.344(d). For the purposes of determining expenditure eligibility, Treasury's Interim Final Rule provides that “incurred” has the same meaning given to “financial obligation” in 2 C.F.R. § 200.1.

- 3. Expenditure Categories.** Treasury's final rule provides greater flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable recovery. As such, recipients report on a broader set of eligible uses and associated Expenditure Categories (“EC”), which began with the April 2022 Project and Expenditure Report.

Uniform Administrative Requirements

The SLFRF awards are subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (the “Uniform Guidance”). In all instances, Will County should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. Recipients should consider how and whether certain aspects of the Uniform Guidance apply.

The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

- 1. Allowable Activities.** Each recipient should review program requirements, including Treasury’s Interim Final Rule and the Eligible Activities Plan to determine and record eligible uses of SLFRF funds. Per 2 C.F.R. § 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.
- 2. Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 C.F.R. Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury’s Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 C.F.R. § 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 C.F.R. Part 200, Subpart F are not allowable. Please see 2 C.F.R. Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative Costs:** Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 C.F.R. § 200.404 and 2 C.F.R. § 200.405. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of

implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 C.F.R. § 200.414(f).

b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of SLFRF award funds. Please see Treasury's Final Rule for details.

- 3. Eligibility.** Under this program, recipients are responsible for ensuring funds are used for eligible purposes. Generally, recipients must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries and/or subrecipients. Your organization will need to maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility including a valid SAM.gov registration. Implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.
- 4. Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 C.F.R. Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 C.F.R. § 200.311 and 2 C.F.R. § 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also comply with relevant laws and regulations.
- 5. Matching, Level of Effort, Earmarking.** There are no matching, level of effort, or earmarking compliance responsibilities associated with the SLFRF award. See Section C.1 (Eligible and Restricted Uses of SLFRF Funds) for a discussion of restrictions on use of SLFRF funds. SLFRF funds may only be used for non-Federal match in other programs where costs are eligible under both SLFRF and the other program and use of such funds is not prohibited by the other program.
- 6. Period of Performance.** Your organization should also develop and implement internal controls related to activities occurring outside the period of performance. For example, each recipient should articulate each project's policy on allowability of costs incurred prior to award or start of the period of performance. All funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period

that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024, must be expended by December 31, 2026. Any funds not used must be returned to Treasury as part of the award closeout process pursuant to 2 C.F.R. § 200.344(d).

7. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327, as applicable. The Uniform Guidance establishes in 2 C.F.R. § 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 C.F.R. § 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 C.F.R. §§ 200.317-200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.
8. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

The Uniform Guidance outlines the requirements that pertain to program income at 2 C.F.R. § 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 C.F.R. § 200.307(e)(1), including with respect to lending programs.

9. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of Treasury's Compliance and Reporting Guidelines. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 C.F.R. § 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities.

10. Subrecipient Monitoring. SLFRF recipients that are pass-through entities as described under 2 C.F.R. § 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 C.F.R. § 200.332 regarding requirements for pass-through entities.

First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

Next, your organization will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

Recipients should note that non-entitlement units of local government (NEUs) are not subrecipients under the SLFRF program. They are SLFRF recipients that will report directly to Treasury.

Table 1: Internal Controls Best Practices

Best Practice	Description	Example
Written policies and procedures	Formal documentation of recipient policies and procedures	Documented procedure for determining worker eligibility for premium pay
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics
Record maintenance and retention	Creation and storage of financial and non-financial records.	Storage of all subrecipient payment information.

ARPA Award Terms and Conditions

From Treasury's Compliance and Reporting Guidance, June 17, 2022

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury's Interim Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

- 1. SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
- 2. Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Your organization must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

- 3. Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
- 4. Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. §§ 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. § 22.504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681 et seq., and the Department's

implementing regulations, 31 C.F.R. Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. §§ 6101 et seq., and the Department implementing regulations at 31 C.F.R. Part 23.

To carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 C.F.R. Part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 C.F.R. Part 42, provide for the collection of data and information from recipients (see 28 C.F.R. 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal Governments.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 577-25

File ID: 577-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 10/07/2025

Department: Public Utilities

Final Action:

Title: Resolution Approving the Subrecipient Award Agreement between Will County and the City of Joliet for the Southeast Joliet Sanitary District Water System Improvements

Agenda Date: 10/21/2025

Attachments: Resolution, Will County and SEJoliet SGA
OCT25-Updated Scope

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/13/2025
1	2	10/15/2025	Allison Swisher	Approve	10/17/2025
1	3	10/16/2025	Kevin Sing	Approve	10/18/2025
1	4	10/16/2025	Todd Lenzie	Approve	10/20/2025
1	5	10/17/2025	Beth Beatty	Approve	10/20/2025



Memo

File #: 578-25

Agenda Date: 10/21/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Authorizing Execution of an Intergovernmental Agreement Between the Southeast Joliet Sanitary District and the City of Joliet

BACKGROUND:

The water and sewer system serving the Preston Heights neighborhood and surrounding areas in unincorporated Joliet Township is currently operated by the Southeast Joliet Sanitary District ("District"). It is the intent of the District to transfer the District's water and sewer systems to the City on February 1, 2026 per the proposed Intergovernmental Agreement to be executed in January 2026 between the City, District, and County, in accordance with Illinois House Bill 663, which becomes effective January 1, 2026, based on the District Board's determination that the District should be dissolved as the District is unable to continue to operate in a fiscally responsible manner without incurring significant debt, is unable to provide for much needed infrastructure improvements, may soon be unable to continue to guarantee the continued, efficient, stable delivery of safe drinking water to its residents, and does not desire to sell its systems to a private operator.

The District has informed the City that they may be in need of assistance during water and sewer system emergencies prior to February 1, 2026. The City has the staff and equipment to be able to provide emergency aid to the District for the District's water and sewer systems and desires to begin implementation of the Capital Improvement Plan provided for in the proposed Intergovernmental Agreement ("IGA"). The County of Will has committed to assisting with the transfer of the District's water and sewer systems while providing financial support for completion of required upgrades, in accordance with County Resolution 25-144 and designated ARPA funding allocated to the City by the County.

The Public Service Committee will review this matter.

CONCLUSION:

An Intergovernmental Agreement has been prepared for the provision of emergency aid by the City to the District and for access by the District to the City for implementation of the Capital Improvement Plan to be funded by the County. The IGA will be effective November 1, 2025 - January 31, 2026. A subsequent IGA will be executed in January 2026 by the City, District and County for the transfer of ownership and operation of the District's water and sewer systems.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council adopt the attached

Resolution, authorizing execution of an Intergovernmental Agreement between Southeast Joliet Sanitary District and the City of Joliet.

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN SOUTHEAST JOLIET SANITARY DISTRICT AND THE CITY OF JOLIET

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State; and

WHEREAS, the City of Joliet ("City") and the Southeast Joliet Sanitary District ("District") are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the District owns, maintains and operates a water distribution and sanitary sewer collection system ("District's water and sewer systems") serving the neighborhoods comprising the District ("District's customers") pursuant to the Sanitary District Act of 1936 (70 ILCS 2805/0.1 et seq.); and

WHEREAS, it is the intent of the District to transfer the District's water and sewer systems to the City on February 1, 2026 per the proposed Intergovernmental Agreement to be executed in January 2026 between the City, District, and County of Will ("County"), in accordance with Illinois House Bill 663, which becomes effective January 1, 2026. It is anticipated that the District's Board will vote to dissolve the District as the District is unable to continue to operate in a fiscally responsible manner without incurring significant debt, is unable to provide for much needed infrastructure improvements, may soon be unable to continue to guarantee the continued, efficient, stable delivery of safe drinking water to its residents, and does not desire to sell its systems to a private operator; and

WHEREAS, the District may be in need of assistance during water and sewer system emergencies prior to February 1, 2026; and

WHEREAS, the City operates a water treatment and distribution system and sanitary sewer collection and treatment system ("City water and sewer systems") for the City's customers; and

WHEREAS, it is the intent of the City to take over the ownership, operation, and maintenance of the District's water and sewer systems on February 1, 2026 per the proposed Intergovernmental Agreement; and

WHEREAS, the City has the staff and equipment to be able to provide emergency aid to the District for the District's water and sewer systems during the term of this Agreement to assist the District in continuing to provide water and sewer services to the District's customers should the District not be able to do so on its own; and

WHEREAS, the City intends to begin implementation of the Capital Improvement Plan provided for in the proposed Intergovernmental Agreement; and

WHEREAS, the County has committed to assisting with the transfer of the District’s water and sewer systems while providing financial support for completion of required upgrades, in accordance with County Resolution 25-144 and designated ARPA funding allocated to the City by the County.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute the Intergovernmental Agreement between the Southeast Joliet Sanitary District and the City of Joliet which is substantially the same as Exhibit "A" attached hereto and incorporated herein.

SECTION 2: Each section and part thereof of this Resolution is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

SECTION 3: All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

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

PASSED this _____ day of _____, 2025.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF JOLIET and THE SOUTHEAST JOLIET SANITARY DISTRICT**

THIS AGREEMENT is made by and between the CITY OF JOLIET, an Illinois home-rule municipality, acting by and through its City Council hereinafter referred to as “City” and the SOUTHEAST JOLIET SANITARY DISTRICT, an Illinois sanitary district established pursuant to the Sanitary District Act of 1936 and judicial decree of the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois, in case no. 82 MC 4, dated April 21, 1983, acting by and through its Board of Trustees, hereinafter referred to as “District,” for the purpose of emergency aid and other work in anticipation of the future transfer of the District’s water and sewer systems to the City.

RECITALS

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State; and

WHEREAS, the City and the District are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the District owns, maintains and operates a water distribution and sanitary sewer collection system (“District’s water and sewer systems”) serving the neighborhoods comprising the District (“District’s customers”) pursuant to the Sanitary District Act of 1936 (70 ILCS 2805/0.1 *et seq.*); and

WHEREAS, it is the intent of the District to transfer the District’s water and sewer systems to the City on February 1, 2026 per the proposed Intergovernmental Agreement to be executed in January 2026 between the City, District, and County of Will (“County”) attached as Exhibit A, in accordance with Illinois House Bill 663, which becomes effective January 1, 2026. It is anticipated that the District’s Board will vote to dissolve the District as the District is unable to continue to operate in a fiscally responsible manner without incurring significant debt, is unable to provide for much needed infrastructure improvements, may soon be unable to continue to guarantee the continued, efficient, stable delivery of safe drinking water to its residents, and does not desire to sell its systems to a private operator; and

WHEREAS, the District may be in need of assistance during water and sewer system emergencies prior to February 1, 2026; and

WHEREAS, the City operates a water treatment and distribution system and sanitary sewer collection and treatment system (“City water and sewer systems”) for the City’s customers; and

WHEREAS, it is the intent of the City to take over the ownership, operation, and maintenance of the District’s water and sewer systems on February 1, 2026 per the proposed Intergovernmental Agreement; and

WHEREAS, the City has the staff and equipment to be able to provide emergency aid to the District for the District’s water and sewer systems during the term of this Agreement to assist the District in continuing to provide water and sewer services to the District’s customers should the District not be able to do so on its own; and

WHEREAS, the City intends to begin implementation of the Capital Improvement Plan provided for in the proposed Intergovernmental Agreement; and

WHEREAS, the County has committed to assisting with the transfer of the District’s water and sewer systems while providing financial support for completion of required upgrades, in accordance with County Resolution 25-144 and designated ARPA funding allocated to the City by the County.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follows:

Section 1. Recitals. The recitals herein above set forth are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

Section 2. Obligations and Responsibilities.

A. Upon the Effective Date of this Agreement, the District shall:

- 1) Remain responsible for the maintenance, operation, and billing of its water and sewer systems during the term of this Agreement.
- 2) Provide the City access to the District’s water and sewer systems for inspection, testing, and repairs.
- 3) Cooperate with the City in its efforts to prepare for the transfer of the District’s water and sewer systems to the City.

B. Upon the Effective Date of this Agreement, the City shall:

- 1) Provide emergency aid, if available, to the District’s water and sewer systems during the term of this Agreement.

- 2) Begin implementation of the Capital Improvement Plan provided for in the proposed Intergovernmental Agreement to be reimbursed by the County.
- 3) Cooperate with the District in its efforts to prepare for the transfer of the District's water and sewer systems to the City.

Section 3. Access. The District shall provide the City with access to its water and sewer infrastructure as may be necessary to effectuate the terms of this Agreement.

Section 4. Severability. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 5. District Indemnification of the City. The District shall indemnify and hold harmless the City, and their elected officials, officers, agents, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the District, or its officials, officers, agents, employees, consultants, or contractors, as a result of the District's obligations pursuant to this Agreement.

Section 6. City Indemnification of the District. The City shall indemnify and hold harmless the District, and its officials, officers, agents, attorneys, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the City, or its elected officials, officers, agents, employees, consultants, or contractors, as a result of the City's obligations pursuant to this Agreement.

Section 7. Rights and Privileges of the City's Employees. Whenever the City's employees are working on the District's water and sewer systems pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties for the City.

Section 8. Insurance. The District and the City shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

Section 9. Non-Liability for Failure to Render Assistance. The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the City prohibit response. It is the responsibility of the City to immediately notify the District of the City's inability to provide assistance; however, failure to immediately notify the District of such inability to

provide assistance shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to provide emergency assistance. Nor shall there be any liability of the City for withdrawal of assistance once provided pursuant to the terms of this Agreement.

Section 10. No Waiver of Tort Immunity Defenses. Nothing contained in Sections 5 and 6 above, or in any other provision of this Agreement, is intended to constitute, nor shall it constitute, a waiver of the defenses available to either of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

Section 11. Entire Agreement. This Agreement is the sole and exclusive statement of the understandings and agreements of the parties with respect to its subject matter. No provision of this Agreement may be modified, waived or amended except by a written instrument executed by the parties hereto.

Section 12. Attorneys Fees. In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

Section 13. No Waiver. The failure by any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.

Section 14. Term of Agreement. The term of this Agreement shall be from November 1, 2025 through January 31, 2026.

Section 15. Effective Date. This Agreement shall be deemed dated and become effective on November 1, 2025.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement as of the day and year set forth below.

SOUTHEAST JOLIET SANITARY DISTRICT

By:_____

Date:_____

Name: Neal Carson

Title: Vice President

ATTEST:_____

Date:_____

Name: Devin Luckett

Title: Secretary

CITY OF JOLIET

By:_____

Date:_____

Name: H. Elizabeth Beatty

Title: City Manager

ATTEST:_____

Date:_____

Name: Lauren O'Hara

Title: City Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET, THE SOUTHEAST JOLIET SANITARY DISTRICT, AND THE COUNTY OF WILL

THIS AGREEMENT is made by and between the CITY OF JOLIET, an Illinois home-rule municipality, acting by and through its City Council hereinafter referred to as “City”; the SOUTHEAST JOLIET SANITARY DISTRICT, an Illinois sanitary district established pursuant to the Sanitary District Act of 1936 and judicial decree of the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois, in case no. 82 MC 4, dated April 21, 1983, acting by and through its Board of Trustees, hereinafter referred to as “District”; and the COUNTY OF WILL, a body corporate and politic, acting through its County Board members hereinafter referred to as “County”, for the purpose of the transfer of the District’s water and sewer systems.

RECITALS

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State; and

WHEREAS, the City, the District, and the County are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the District maintains and operates a water distribution and sanitary sewer collection system (“District’s water and sewer systems”) serving the neighborhoods comprising the District (“District’s customers”) pursuant to the Sanitary District Act of 1936 (70 ILCS 2805/0.1 *et seq.*); and

WHEREAS, the District currently owns the water and sewer systems, and the District’s wastewater system flows to the City of Joliet wastewater treatment plants; and

WHEREAS, it is in the best interests of the customers of the District that the District’s water and sewer systems be transferred to the City, based on the District’s Board’s determination that the District should be dissolved as the District is unable to continue to operate in a fiscally responsible manner without incurring significant debt, is unable to provide for much needed infrastructure improvements, may soon be unable to continue to guarantee the continued, efficient, stable delivery of safe drinking water to its residents, and does not desire to sell its systems to a private operator; and

WHEREAS, the City operates a water treatment and distribution system and sanitary sewer collection and treatment system (“City water and sewer systems”) for the City’s customers and can efficiently add additional customers for the benefit of the customers of the District; and

WHEREAS, the County is committed to assisting with the transfer of the District’s water and sewer systems while providing financial support for completion of required upgrades; and

WHEREAS, the City has agreed to take over the ownership, operation, and maintenance of the District’s water and sewer systems.

WHEREAS, the Sanitary District Act of 1936, (70 ILCS 2805/33) as amended, authorizes the dissolution of the District and transfer of all District assets, liabilities, and responsibilities; and

WHEREAS, it is agreed the City assumes all assets and responsibilities of the District except for those assets deemed by the City to be unnecessary for continued operation of the District’s water and sewer systems, and

WHEREAS, it is agreed that the County assumes all liabilities as described in the attached Exhibit A and accepts transfer of all assets deemed by the City to be unnecessary for continued operation of the District’s water and sewer systems; and

WHEREAS, the City is willing and able to service the District’s customers and will handle the water and sewer systems billing and other water and sewer responsibilities for the District’s customers; and

WHEREAS, the District is authorized to transfer the District’s water and sewer systems to the City pursuant to 70 ILCS 2805/33(d) of the Sanitary District Act of 1936 and 50 ILCS 605/0.01 *et seq.* of the Illinois Local Government Property Transfer Act; and

WHEREAS, the City, the District, and the County in order to facilitate the transfer of assets, liabilities, and responsibilities of the District, desire to further define the rights and obligations of each Party.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follows:

Section 1. Recitals. The recitals herein above set forth are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

Section 2. Obligations and Responsibilities.

A. Upon the Effective Date of this Agreement, the District shall:

1. Transfer ownership and all operations of the District's water and sewer systems as outlined below, including but not limited to four (4) parcels of real estate (PINs of 30-07-27-100-007-0000; 30-07-27-100-003-0000; 30-07-21-403-018-0000; and 30-07-28-214-010-0000), one lift station and a sanitary sewer collection system, one active well, one water tower and a potable water distribution system, and all appurtenances thereto as well as miscellaneous assets, equipment, and tools, operated by the District:
 - a. To the City:
1607 Moore Ave, Joliet, IL 60433 (30-07-27-100-007-0000), Water Tower on Moore Ave, Joliet, IL 60433 (30-07-27-100-003-0000), operational assets, one (1) lift station, one (1) sanitary sewer collection system, one (1) active well, one (1) water tower, one (1) potable water distribution system, all appurtenances and miscellaneous assets, equipment, and tools.
 - b. To the County:
Vacant Ontario St, Joliet, IL 60436 (30-07-21-403-018-0000), 250 Zurich Rd, Joliet, IL 60436 (30-07-28-214-010-0000)
 2. Transfer all interests in rights-of-way and easements necessary to execute the obligations of this Agreement to the City.
 3. Pay, to the best of its abilities, any outstanding debts and obligations due at the time of transfer.
 4. Provide all documents relating to the District's water and sewer systems, including but not limited to customers, customer lists and billing records and maps, studies, investigations and drawings of the District's water and sewer systems, to the City.
 5. Have no further obligations whatsoever for the management and/or operation of the District's water and sewer systems being transferred or have any further responsibilities to the customers it has served prior and up to the Effective Date of this Agreement.
- B. Upon the Effective Date of this Agreement, the City:
1. Shall accept the transfer of the District's water and sewer systems and assume all assets and responsibilities, including costs and billing residents, for the District's water and sewer systems servicing the District's neighborhoods and District's customers.
 2. Shall coordinate with the County and undertake certain water and sewer system improvements in accordance with the attached improvement plan. See Exhibit B.
 3. Shall have ownership of, and responsibility to operate and maintain a water distribution and sanitary sewer collection system in unincorporated Joliet Township without annexation of such area as defined on Exhibit C.
 4. Deems unnecessary for continued operation of the District's water and sewer systems the following real estate of the District: Vacant Ontario St, Joliet, IL 60436 (30-07-21-403-018-0000) and 250 Zurich Rd, Joliet, IL 60436 (30-07-28-214-010-0000).
 5. Assist the County as needed with providing technical information that may be needed to complete grant applications.

C. Upon the Effective Date of this Agreement, the County shall:

1. Support the City's water and sewer systems improvements for the District's customers, including the South Ridge Mobile Home Community.
2. Assume all then existing liabilities of the District as of the Effective Date.
3. Accept the transfer of real estate (specifically, Vacant Ontario St, Joliet, IL 60436 (30-07-21-403-018-0000) and 250 Zurich Rd, Joliet, IL 60436 (30-07-28-214-010-0000)) deemed by the City to be unnecessary for continued operation of the District's water and sewer systems.
4. Fund the cost of improvements identified on the improvement plan in Exhibit B through various funding mechanisms including but not limited to Community Development Block Grant Funding (CDBG), American Rescue Plan Act (ARPA) funding, and additional grant opportunities over a span of ten (10) years as shown below.

CDBG	\$ 3,000,000	19%
ARPA	\$ 4,025,046	26%
Federal	\$ 500,000	3%
Local	\$ 8,160,239	52%
Total	\$ 15,685,285	

D. District customers, as defined on Exhibit C, are not required to annex into the City to receive water and sewer services and shall be under the same obligations as existing non-resident customers, which includes the authority of the City to disconnect services for non-payment.

E. The City will charge the existing District's customers a reduced connection fee of \$500.00 for those existing customers for which the connection fee is due. Any new customers will be billed at the current City water and sewer connection fees at the time of connection. All connection fees will be collected and received by the City.

F. The District shall retain all authority, rights and abilities to pursue recovery of any debts or amounts due and owing to the District until the Effective Date. Upon the Effective Date, the City shall then have the authority, rights and abilities described in this paragraph.

Section 3. Access. Prior to the Effective Date, the District shall provide the City with access to its water and sewer infrastructures as may be necessary to effectuate the terms of this Agreement.

Section 4. Severability. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement

shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 5. District Indemnification of the City and County. The District shall indemnify and hold harmless the City and County, and their elected officials, officers, agents, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the District, or its officials, officers, agents, employees, consultants, or contractors, as a result of the District's obligations pursuant to this Agreement.

Section 6. City and County Indemnification of the District. The City and County shall indemnify and hold harmless the District, and its officials, officers, agents, attorneys, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the City and the County, or its elected officials, officers, agents, employees, consultants, or contractors, as a result of the City or County's obligations pursuant to this Agreement.

Section 7. City and County Mutual Indemnification. The City and County shall indemnify and hold harmless the other's officials, officers, agents, attorneys, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the other, or its elected officials, officers, agents, employees, consultants, or contractors, as a result of its obligations pursuant to this Agreement.

Section 8. No Waiver of Tort Immunity Defenses. Nothing contained in Sections 5 and 6 above, or in any other provision of this Agreement, is intended to constitute, nor shall it constitute, a waiver of the defenses available to either of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

Section 9. Entire Agreement. This Agreement is the sole and exclusive statement of the understandings and agreements of the parties with respect to its subject matter. No provision of this Agreement may be modified, waived or amended except by a written instrument executed by the parties hereto.

Section 10. Attorneys Fees. In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

Section 11. No Waiver. The failure by any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.

Section 12. Effective Date. This Agreement shall be deemed dated and become effective on February 1, 2026.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement as of the day and year set forth below.

SOUTHEAST JOLIET SANITARY DISTRICT

By: _____

Date: _____

Name: Jimmy Kirkland

Title: President

ATTEST: _____

Date: _____

Name: Devin Luckett

Title: Secretary

CITY OF JOLIET

By:_____

Date:_____

Name: H. Elizabeth Beatty

Title: City Manager

ATTEST:_____

Date:_____

Name: Lauren O'Hara

Title: City Clerk

DRAFT

COUNTY OF WILL

By:_____

Date:_____

Name: Jennifer Bertino-Tarrant

Title: Will County Executive

ATTEST:_____

Date:_____

Name: Annette Parker

Title: Will County Clerk

DRAFT



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 578-25

File ID: 578-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 10/10/2025

Department: Public Utilities

Final Action:

Title: Resolution Authorizing Execution of an Intergovernmental Agreement
Between the Southeast Joliet Sanitary District and the City of Joliet

Agenda Date: 10/21/2025

Attachments: Resolution, Final IGA & Attachment - Joliet & SEJSD
101425

Entered by: aswisher@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/15/2025	Gina Logalbo	Approve	10/16/2025
1	2	10/15/2025	Allison Swisher	Approve	10/17/2025
1	3	10/16/2025	Kevin Sing	Approve	10/17/2025
1	4	10/16/2025	Todd Lenzie	Approve	10/20/2025
1	5	10/17/2025	Beth Beatty	Approve	10/20/2025