

**INTERGOVERNMENTAL AGREEMENT
FOR WATER INFRASTRUCTURE ASSISTANCE
BETWEEN THE COUNTY OF CHAMPAIGN AND THE VILLAGE OF ST. JOSEPH**

THIS AGREEMENT AMENDMENT is made and entered by and among the County of Champaign (“County”) and the Village of St. Joseph, Illinois (“St. Joseph”) (herein after collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

WHEREAS, the Parties entered into an Intergovernmental Agreement with a final execution date of June 22, 2022, which is attached to this Agreement Amendment as Appendix A;

WHEREAS, the Champaign County Board has approved an additional \$100,000 in ARPA funding assistance for the initiative outlined in Appendix A, and to assist water infrastructure improvement project costs detailed in Attachment 2, for a sum total of \$200,000 in funding as between Appendix A, Attachment 2, and this Agreement Amendment;

NOW, THEREFORE, the Parties further agree as follows:

Section 1. Full Incorporation of Appendix A and Attachment 2: This Agreement Amendment shall serve as an amendment to the Agreement attached hereto as Appendix A, and all terms of the Agreement attached as Appendix A and Attachment 2 are hereby incorporated into this Agreement Amendment as if fully stated herein.

Section 2. Additional Funding Amount. The County, subject to the terms and conditions of this Agreement Amendment, which incorporates all terms and conditions of the Agreement attached hereto as Appendix A and Attachment 2, hereby agrees to provide ARPA Funds in the amount of up to an additional \$100,000, for a sum total of up to \$200,000 in funding as between the original Agreement in Appendix A, Attachment 2, and this Agreement Amendment, to St. Joseph to assist with water infrastructure improvement project costs.

Section 3. Agreement End Date. The County hereby agrees to extend the end date for the Agreement to June 30, 2026.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

VILLAGE OF ST. JOSEPH, ILLINOIS

THE COUNTY OF CHAMPAIGN, ILLINOIS

By: Jani Trussing-Loges

By: [Signature]

Date: 6/25/24

Date: June 27, 2024

ATTEST: Mike Lemt - Village Clerk

ATTEST: Meghan Robinson

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]

Ella M. Young

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THIS AGREEMENT is made and entered by and among the County of Champaign, Illinois (“County”) and the Village of St. Joseph, Illinois (“St. Joseph”) (herein after collectively referred to as “the Parties”), effective on the last date signed by a Party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, the County is authorized by Section 603(c)(1)(D) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to make necessary investments in water infrastructure; and

WHEREAS, St. Joseph is a municipal body in Champaign County; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in providing financial assistance for water infrastructure.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that viable water infrastructure is important. The purpose of this Agreement is for the County to provide ARPA Funds to St. Joseph in assistance of storm sewer reconstruction engineering design work for a segment of Douglas Street in St. Joseph.

Section 2. Funding Amount: The County, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in amount of up to \$100,000.00 to St. Joseph to assist storm sewer reconstruction design work for a segment of Douglas Street.

Section 3. Funding Requirements: Each of the following requirements must be met to utilize ARPA Funds for the purpose specified in this Agreement:

- A. St. Joseph will conduct design work for storm sewer reconstruction of a segment of Douglas Street, as detailed in Attachment 1.
- B. The design work must occur between March 3, 2021 and December 31, 2024.
- C. The maximum amount of assistance from this Agreement shall be \$100,000.
- D. St. Joseph must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to St. Joseph in an amount up to \$100,000 in support of this assistance, available beginning in County fiscal year 2022. The transferred funds shall be provided to St. Joseph based on invoice(s) for related design work services. A Risk Assessment Form, copy of the invoice and documentation for design work services, and Reporting Form shall be submitted by St. Joseph to the County prior to the first payment. If multiple payments are needed, St. Joseph shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by St. Joseph to the County for each payment, with a maximum total amount of \$100,000. The County shall provide the Risk Assessment Form and Reporting Form templates to St. Joseph.

Section 4. Roles and Responsibilities of St. Joseph: St. Joseph agrees to adhere to funding requirements and provide information needed that include the following:

- A. St. Joseph will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- B. St. Joseph will adhere to all applicable state and federal requirements regarding labor standards for the project, including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.
- C. St. Joseph will conduct design work with ARPA Funds in accordance with Section 3.

- D. St. Joseph will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include but is not limited to: location of project; number of households served by the project; median household income and lowest quintile income of the service area as indicated through the most recent American Community Survey 5-year estimates available via the United States Census Bureau website; Public Water System (PWS) identification number if utilized; National Pollutant Discharge Elimination System (NPDES) Permit Number if utilized; project details and purpose; project timeline and status; Davis Bacon and Labor Reporting for capital expenditures over \$10 million; and project expenditure information/status.
- E. St. Joseph will provide to the County, upon reasonable notice, access to and the right to examine such books and records of St. Joseph. St. Joseph will make reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- F. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. St. Joseph understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- G. St. Joseph will comply with all applicable statutes, ordinances, and regulations. St. Joseph will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, St. Joseph will reimburse the County any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the County:

- A. The County shall provide ARPA Funds to St. Joseph in an amount up to \$100,000 in support of this assistance. The transferred funds shall be provided to St. Joseph based

on invoice(s) for related design work services. A Risk Assessment Form, copy of the invoice and documentation for related design work services, and Reporting Form shall be submitted by St. Joseph to the County prior to the first payment. If multiple payments are needed, St. Joseph shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by St. Joseph to the County for each payment, with a maximum total amount of \$100,000. The County shall provide the Risk Assessment Form and Reporting Form templates to St. Joseph.

B. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.

Section 6. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, St. Joseph shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if St. Joseph does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, St. Joseph will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

Section 7. Amendments: This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

Section 8. Limitation of Liability: Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

VILLAGE OF ST. JOSEPH, ILLINOIS

THE COUNTY OF CHAMPAIGN, ILLINOIS

By: *Ann Marie Fruehling-Voges*

By: *Dulcinea Kleesme*

Date: 06/14/2022

Date: 06/22/2022

ATTEST: *Josyph Hecking*

ATTEST: *Margaret Robinson*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]

Peter M Ladwin

April 6th, 2022

Ms. Darlene Kloeppe
Office of the County Executive
1776 East Washington Street
Urbana, Illinois 61802-4581

Ms. Kloeppe:

As requested by your office, please see the attached request for a share of County ARPA funding. The Village has no shortage of need for project funding, so the allocation of ARPA funding is greatly appreciated. The following is our proposal:

Project Summary:

- Design of Douglas Street Storm Sewer Reconstruction

The project involves engineering for the construction of approximately 4,290 ft of 48" and 54" diameter storm sewer along Douglas St (from the intersection of Harlen Wise Dr and Douglas) to the intersection of South Elm St and Douglas St and along South Elm St (between north of Douglas St and Monroe St). The pipe would be 48-inch between Harlen Wise Dr and South Third St and 54-inch for remaining segment as shown in the layout Map. All work will be performed in previously disturbed area. Surface restoration will be included to match the existing surface conditions. The discharge point of the trunk sewer will be located north of Elm St where the Oxbow channel heads west to the Salt Fork River, and therefore the work will not affect the floodplain. Fill material will not be discharged.

Project Timeline:

Engineering (design) will last approximately 11 months. Design work can begin in July 2022 and completed in May 2023.

How much ARPA funding is requested for the project:

- The Village requests \$250,000.

The total cost of design work will be approximately \$500,000. While the Village would appreciate the full amount, a contribution of \$250,000 would be very beneficial to the overall effort. The Village is willing to commit local funds to the remainder of various infrastructure projects.

Impact/Importance of the project needing completed:

The storm sewer is being designed to collect stormwater runoff from the future development east of Harlen Wise and stormwater flow from the existing South Basin collection system, north of Ethel St; and to convey stormwater runoff from wet weather events to the oxbow channel.

This project will address Douglas Street Storm Sewer along with other various infrastructure needs. This has the potential to address historic drainage issues, as well as set the stage for further residential growth in the community.

If you have any questions or require further clarification on any of the information provided, please let me know.

Thank you for your consideration,

Joseph Hackney
Village Administrator
Village of St. Joseph, Illinois

CC:

Tami Fruhling-Voges
Mayor

Sean Weidner
Clarke Dietz, Inc.



March 11, 2024

Mr. Steve Summers
Office of the County Executive
1776 East Washington Street
Urbana, Illinois 61802-4581

Dear Mr. Summers,

As per your request, please find attached the proposal for additional funding, a crucial component of the County's allocation of ARPA funds for the Village. The demand for project funding in our community is substantial, thus the allocation of ARPA funds is deeply appreciated. Below is a concise summary of our proposal:

Project Summary:

The South Storm Basin Relief project aims to enhance storm sewer capacity across a significant portion of the Village. The current Drainage District (DD) 6 tile, serving as the backbone of our storm sewer system, is insufficient for the drainage area's needs. The project involves extending the new South Storm Basin Relief project from a wetland outfall to the existing DD 6 tile. The project's phases are outlined as follows:

Phase 1: Construction of a 654-foot 54" diameter storm sewer from the Wetland Oxbow to the intersection of Sherman/Elm.

Phase 2: Continuing the 54" Storm Sewer from Phase 1 to mid-block on First St between Sherman and Douglas, combined with the Elm Street sanitary sewer replacement project.

Phase 3: Extending the 54" Storm Sewer from Phase 2 to the DD 6 tile in Douglas Street between Main St and 3rd St.

Phase 4: Potential future project extending storm sewer from Phase 3 at DD 6 tile to the intersection of Douglas/Harlan Wise Drive if Village expansion occurs eastward.

Project Timeline:

Bids for Phase 1 opened on February 27th, with a selected bid amount of \$1,128,840.25.. Construction for Phase 1 is slated to begin soon. Phase 2 bids are expected to open in the Fall, with construction set to commence in Spring 2025.

Requested ARPA Funding:

We are seeking assistance with the \$480,759.90 gap in funding after the Village utilizes \$541,830.35 of Village ARPA funds and \$106,250.00 from DCEO. This assistance will fully finance Phase 1 without the need for debt servicing. This financial arrangement offers us flexibility as we await Phase 2 bids in late Spring/Early Summer 2024.



Impact/Importance of the Project:

The current storm sewer system, assessed in the Village's 2004 Stormwater Master Plan, suffers from poor condition and undersizing, leading to significant flooding issues. Upgrading the capacity of the sanitary sewer along Elm and Monroe Streets presents an opportunity to address these concerns and stimulate further residential growth.

Summary:

Securing these resources from the County will enable us to undertake critical infrastructure improvements without additional debt servicing. Our project is shovel-ready, poised to showcase the tangible impact of ARPA funding in our County.

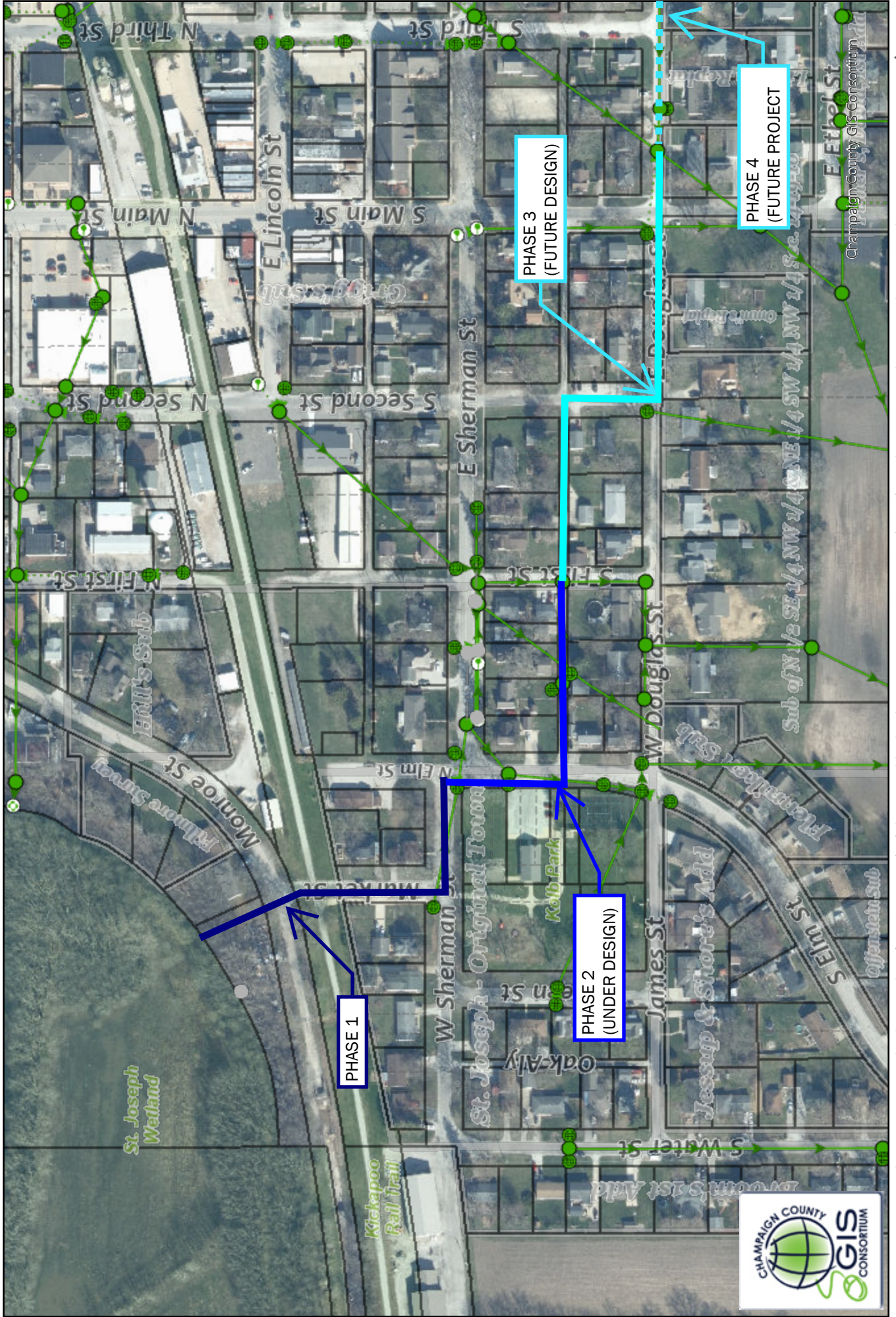
We've diligently utilized the original \$100,000 allocated to us, ensuring compliance with ARPA reporting deadlines. With the additional \$451,919.65, we commit to expediting expenditure by Fall, prioritizing County ARPA funds to meet time-sensitive needs.

For any questions or clarifications, please feel free to contact me at joe.hackney@stjosephillinois.org.

Thank you for your consideration,

Joseph Hackney
Village Administrator
Village of St. Joseph, Illinois

Storm Phase Overview



This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGISC member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.

0.03 mi

Date: Wednesday, February 28, 2024

