

**INTERGOVERNMENTAL AGREEMENT FOR WATER INFRASTRUCTURE
ASSISTANCE BETWEEN THE COUNTY OF CHAMPAIGN AND THE
VILLAGE OF PESOTUM**

THIS AGREEMENT is made and entered by and among the County of Champaign, Illinois (“County”) and the Village of Pesotum, Illinois (“Pesotum”) (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, Pesotum 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 Pesotum for stormwater drainage system improvements.

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 \$175,000.00 to Pesotum for stormwater drainage system improvements.

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

- A. Pesotum will conduct activities for stormwater drainage system improvements, as detailed in Attachment 1.
- B. The project must occur between March 3, 2021 and December 31, 2024.
- C. The maximum amount of assistance from this Agreement shall be \$175,000.
- D. Pesotum must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to Pesotum in an amount up to \$175,000 in support of this assistance, available beginning in County fiscal year 2022. The transferred funds shall be provided to Pesotum based on invoice(s) for related stormwater drainage system improvement activities. A Risk Assessment Form, copy of the invoice and documentation for stormwater drainage system improvement activities, and Reporting Form shall be submitted by Pesotum to the County prior to the first payment. If multiple payments are needed, Pesotum shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Pesotum to the County for each payment, with a maximum total amount of \$175,000. The County shall provide the Risk Assessment Form and Reporting Form templates to Pesotum.

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

- A. Pesotum 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. Pesotum will adhere to all applicable state and federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.

- C. Pesotum will complete stormwater drainage system improvement activities with ARPA Funds in accordance with Section 3.
- D. Pesotum 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. Pesotum will provide to the County, upon reasonable notice, access to and the right to examine such books and records of Pesotum. Pesotum 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. Pesotum 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. Pesotum will comply with all applicable statutes, ordinances, and regulations. Pesotum 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, Pesotum 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 Pesotum in an amount up to \$175,000 in support of this assistance. The transferred funds shall be provided to Pesotum based on invoice(s) for stormwater drainage system improvement activities. A Risk Assessment Form, copy of the invoice and documentation for related stormwater drainage system improvement activities, and Reporting Form shall be submitted by Pesotum to the County prior to the first payment. If multiple payments are needed, Pesotum shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Pesotum to the County for each payment, with a maximum total amount of \$175,000. The County shall provide the Risk Assessment Form and Reporting Form templates to Pesotum.
- 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, Pesotum shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if Pesotum does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Pesotum 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 PESOTUM, ILLINOIS

THE COUNTY OF CHAMPAIGN, ILLINOIS

By: Jane L. Taylor

By: Dulene A. Klempner

Date: July 6, 2022

Date: Aug 9, 2022

ATTEST: Christine Conner

ATTEST: Megan Robison

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Elizabeth B. Megli

Peter M. Ledwin



BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

ENGINEERS • SURVEYORS • PLANNERS

May 31, 2022

ATTACHMENT 1

EDWARD CLANCY
CHRISTOPHER BILLING
DONALD WAUTHIER
GREGORY GJSTAFSON
ROGER MEYER
JUSTIN HOUSTON

THOMAS BERNS
1975-2018

MICHAEL BERNS
OF COUNSEL

EAST PESOTUM DRAINAGE PROJECT VILLAGE OF PESOTUM, CHAMPAIGN COUNTY, ILLINOIS

Project Description:

This project involves the construction of approximately 800 lineal feet of 10-inch-diameter and 12-inch-diameter storm sewer lines in the eastern portion of the Village. This area of Pesotum was constructed with small-diameter drain tile lines. Sump pump and on-site wastewater treatment systems discharge into the roadside ditches, creating near-continual wetness and frequent ponding. Until recently the only subsurface drainage outlet was a decades-old clay farm tile line. However, Pesotum Slough Drainage District installed a new large-diameter outlet tile system a few years ago. This presents Pesotum with the ability to begin the process of upgrading its drainage facilities within the eastern half of the Village.

This project is the first step in a multi-phase upgrade planned for the entire subsurface stormwater drainage system that provides subsurface drainage for the eastern half of the Village. Existing 75 plus year old 6-inch and 8-inch diameter clay drain tile lines will be replaced with modern storm sewer lines which will provide a much greater flow capacity. These future storm sewer lines will provide an outlet for discharges from stormwater runoff, sump pumps and on-site wastewater treatment systems.

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| Estimated Project Construction Cost: | \$170,000 |
| Estimated Total Project Cost: | \$225,000 |
| Proposed Village Cost Share: | 25% |
| Project Timetable: | Project under construction within 135 days ± |
| Design: | 60 days ± |
| Easements: | 30 days ± |
| Bidding / Award: | 45 days ± |
| Construction: | 90 days ± |

It is anticipated that the entire project can be completed by June 2023.

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