

**INTERGOVERNMENTAL AGREEMENT FOR INFRASTRUCTURE ASSISTANCE  
BETWEEN THE COUNTY OF CHAMPAIGN AND THE CITY OF CHAMPAIGN**

**THIS AGREEMENT** is made and entered by and among the County of Champaign, Illinois (“County”) and the City of Champaign (“City”) (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)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to transfer ARPA Funds to respond to the pandemic public health emergency or its negative economic impacts, including assistance for neighborhood features that promote health and safety for strong healthy communities; and

WHEREAS, the City is a municipal corporation in Champaign County; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting neighborhood health and safety infrastructure improvements.

NOW, THEREFORE, the Parties agree as follows:

**Section 1. Purpose and Scope:** The purpose of this Agreement is for the County to provide ARPA Funds to the City in assisting with sidewalk and lighting enhancements in the Garden Hills neighborhood in Champaign, thereby improving neighborhood features that promote health and safety.

**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 \$2,000,000.00 to the City for neighborhood infrastructure improvements in Garden Hills.

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

- A. The City will conduct neighborhood improvements in Garden Hills, as detailed in Attachment 1.
- B. The project shall obligate all ARPA Funds under this Agreement for project costs between March 3, 2021 and December 31, 2024. The City must expend ARPA Funds obligated under this Agreement and submit all reimbursement requests to the County by June 30, 2026. Any costs that are incurred for obligation after December 31, 2024 are not eligible for County ARPA Funds reimbursement.
- C. The maximum amount of assistance from this Agreement shall be \$2,000,000.
- D. The City must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to the City in an amount up to \$2,000,000 in support of this assistance, available beginning in County fiscal year 2023. The transferred funds shall be provided to the City based on invoice(s) for related project costs. A Risk Assessment Form, copy of the invoice and documentation of related project costs, and Reporting Form shall be submitted by the City to the County prior to the first payment. For subsequent payments, the City shall submit a copy of invoice and related documentation, along with submission of a Reporting Form to the County for each payment, with a maximum amount of \$2,000,000. The County shall provide the Risk Assessment Form and Reporting Form templates to the City.

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

- A. The City 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. To the extent required under ARPA, the City 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. The City will conduct neighborhood infrastructure improvements in Garden Hills with ARPA Funds in accordance with Section 3.
- D. The City 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: Unique Entity ID (UEI) Number, location of project; number of individuals/households served by the project; population categories served by the project; project funding sources and amounts; project expenditure details; project scope and purpose; details regarding how the project responds to public health related or negative economic impacts of the pandemic; project timeline and status; Davis Bacon and Labor Reporting for capital expenditures over \$10 million.
- E. The City will provide to the County, upon reasonable notice, access to and the right to examine such books and records of the City as related to this project. The City 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. The City 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. The City will comply with all applicable statutes, ordinances, and regulations. The City 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, the City 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 the City in an amount up to \$2,000,000 in support of this assistance. The transferred funds shall be provided to the City based on project invoices and documentation. A Risk Assessment Form, Reporting Form, and project documentation shall be submitted by the City to the County prior to the first payment; followed by documentation and Reporting Form for remaining payment(s). The County shall provide the Risk Assessment Form and Reporting Form templates to the City.
- 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, the City shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if the City does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, the City 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.

**Section 9. Signatures:** This Agreement may be executed in counterparts, each of which will be deemed to be original. Facsimile and PDF copies of signatures shall be given the same legal effect as an original ink signature.

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

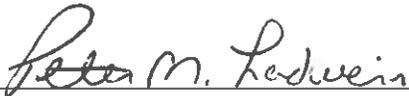
**THE COUNTY OF CHAMPAIGN,  
ILLINOIS**

By: 

Date: June 27, 2023

ATTEST: 

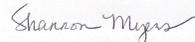
APPROVED AS TO FORM:



**CITY OF CHAMPAIGN, ILLINOIS**

By:   
Dorothy Ann David, City Manager

Date: 7/13/2023

ATTEST:   
City Clerk

APPROVED AS TO FORM:

  
Assistant City Attorney  
(CB 2023-080)

April 12, 2023

102 North Neil Street  
Champaign, Illinois 61820-4042  
Telephone (217) 403-8710  
Fax (217) 403-8725  
CityManagersOffice@champaignil.gov

Steve Summers  
Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61802-4581

RE: City of Champaign Funding Request for Garden Hills Neighborhood Improvements

Dear Executive Summers,

Please consider this correspondence as a formal request for consideration by the Champaign County Board to allocate a portion of the County's American Rescue Plan Act funding toward infrastructure improvements in the Garden Hills Neighborhood in the City of Champaign.

While I know that the members of the County Board are very familiar with the Garden Hills community, I would like to share some basic information as a context for this request. Garden Hills is a classic post-WWII neighborhood comprised of ranch-style homes on the north side of Champaign. It is a majority minority neighborhood with over 1,000 residences. Demographic analysis shows that residents of Garden Hills face many challenges. The population on the north side of the neighborhood has a median family income below 75% of the area median income (AMI), while the south side of the neighborhood has a median family income below 50% of the AMI or about \$38,000. Well over a third of Garden Hills residents are under 18 with over 10% being under age 5.

The United Garden Hills Neighborhood Association is one of the oldest active neighborhood groups in our City. Many residents have multiple generations of their family living within a few blocks and are deeply rooted in the community. The neighborhood has a great sense of history and community pride. They have been actively engaged with the City for many years, seeking much needed infrastructure improvements and greater access to community services and amenities.

Beginning with the City Council Goals for the 2013-15 Council Term, the completion of essential drainage and infrastructure improvements for the Garden Hills Neighborhood has been a key project for our City. In the intervening years, the City has completed the necessary drainage studies and designs, adopted a plan of finance for infrastructure improvements, and acquired and cleared the land for the project. The neighborhood association and residents have remained fully engaged, advocating for an improved quality of life for their neighbors. In 2022, the City launched a strategic planning effort for the neighborhood, collaborating with residents to create a pop-up park as a focal point for community engagement. City staff conducted

community events, youth group design sessions, neighborhood surveys and more to ensure the design of planned infrastructure investments reflected the vision of residents.

The success of the Hedge POP! Park in the summer of 2022 highlighted the need for permanent park-like amenities within the neighborhood. Today, there is not a park with amenities on the south side of the railroad tracks that divide the neighborhood, a considerable concern for a neighborhood where over one-third of residents are under age 18. The construction of these vital infrastructure improvements is also allowing the City to create new neighborhood amenities and improve environmental equity in the area. Site amenities in the proposed design include multi-use paths, lighting, seating, native plantings, pedestrian bridges, and water features. The permanent Hedge Park space will also include playground equipment, a basketball court, faux-turf multi-sport area, picnic tables and more. Furthermore, the reconstruction of Hedge Road and Paula Drive will include traffic calming features like raised crosswalks, narrowed intersections and new sidewalks to reduce vehicular speed and improve pedestrian safety.

While the park-like amenities are important, flood reduction is a primary focus of the City's investments. Today, the Garden Hills Neighborhood is one of the most flood-prone neighborhoods in the City of Champaign with a history of stormwater flooding that causes damage to private property, public infrastructure and has negative impacts on the safety and wellness of the neighborhood. Additionally, the Garden Hills Neighborhood also lacks sidewalks and a street lighting system, which presents a safety hazard to pedestrians traversing the streets next to speeding vehicles, especially at night.

The City of Champaign plans to implement a comprehensive capital improvement project that addresses the inadequacies in the storm sewer system, neighborhood streets, sidewalks, and streetlights. Please see attachment A for a map and conceptual drawing of the project and Attachment B for the overall concept plan. Implementation of the project will provide the Garden Hills Neighborhood with new public infrastructure that will improve the safety and wellness in the neighborhood. The Garden Hill Neighborhood Improvements are being implemented in three phases as follows:

**Phase 1.** Property acquisition and resident relocation. Completed in 2019.

**Phase 2.** Hedge Road Detention Basin/Hedge Road Reconstruction. This phase includes construction of a stormwater detention basin along Hedge Road to hold floodwater from the neighborhood. The detention basin is the primary flood control feature on the project, and it is also the location of the planned Hedge Park, which will serve as a neighborhood amenity and recreation area. Phase 2 also includes reconstruction of Hedge Road between Mattis Avenue and Hedge Court, including new sidewalks, streetlights, and traffic calming features to improve pedestrian and vehicle safety. Construction is planned to start in the of Fall 2023. A key part of Phase 2 is adding park-like amenities and features to the detention basins as well as providing a location for the planned Hedge Park. Continuous sidewalks, ornamental fencing and decorative pedestrian and street lighting around the detention basin and along Hedge Road are an integral part of these planned amenities.

**Phase 3:** Paula Drive, Cynthia Drive, Garden Hills Drive and Joanne Lane Reconstruction. This phase is a companion project to Phase 2 and includes the installation of new storm sewers, street reconstruction, sidewalks, and streetlights along Paula Drive, Cynthia Drive, Garden Hills Drive and Joanne Lane. Approximately 6,000 feet of streets will be reconstructed in this phase. Phase 3 will extend storm sewers to areas in the Garden Hills Neighborhood that are severely impacted by flooding. Similar to Phase 2, traffic calming features are included in the street reconstruction along Paula Drive to improve pedestrian and vehicle safety. In addition, a section of this project will be constructed adjacent to the Garden Hills School, which will help to improve the safety of children walking to school. Construction is planned to start in 2025.

A financial contribution from Champaign County would be instrumental in assisting with the success of this project. While Phase 2 and 3 were originally estimated to cost approximately \$39.7 million, it is anticipated that the final costs will be significantly greater due to the high rate of inflation experienced over the past few years. Despite this, the City remains committed to the project's full implementation, with Phase 2 improvements to begin in Summer 2023.

For the County Board's consideration, we are offering several possible elements of the project where a County investment would be evident and impactful. The County could elect to contribute to any combination of the project elements described below. Each would be an ARPA eligible use as they develop neighborhood features that promote improved health and safety outcomes and build public spaces in a community that has been disproportionately impacted by COVID-19. Below is a short description of each of these project possibilities. In addition, a detailed estimate of expenses related to each project is included as Attachment C.

**Sidewalks:** Approximately 73,000 feet of sidewalks will be constructed as part of the project, which includes the walk path around the 1.5-mile detention basin perimeter and the sidewalk along the south side of Hedge Road between Mattis Avenue and Hedge Court. The sidewalks are an integral part of the detention basin, and they are a key feature that will provide exercise and recreational opportunities for members of the Garden Neighborhood. Costs are approximately \$920,000.

**Lighting:** 78 lights will be constructed as part of the project, which includes 17 streetlights and 61 decorative pedestrian lights that will be installed along Hedge Road (Mattis Avenue to Hedge Court) and the detention basin. The lighting will provide enhanced safety and security for pedestrians and vehicles along Hedge Road and the detention basin and park area. The decorative pedestrian lights will also provide aesthetic and architectural enhancement to the project, and they are a key part of the project landscape improvement plan. Costs are approximately \$1.2 million.

**Ornamental Fencing:** The project also includes the installation of approximately 5,200 feet of ornamental fencing along the north side of the detention basin between Mattis Avenue and Hedge Court. The ornamental fencing is primarily for pedestrian safety by acting as a protective barrier between the detention basin and the railroad right-of-way located to the north of the detention basin. Similar to the pedestrian lighting, the ornamental fencing will also serve as an architectural feature that will enhance project

landscaping and serve as a backdrop for the planting beds along the detention basin walk path. Costs are approximately \$1.1 million.

I know that the County Board has many priorities to consider, and certainly more funding requests than your ARPA allocation will allow. On behalf of the City Council, the City organization, and the residents of the Garden Hills neighborhood, I want to express our gratitude for the Board's consideration of our request. If the Board supports using County funds to support Garden Hills improvements, the City will assure that a permanent acknowledgement of the County's investment will be built into ornamental signage in the Hedge Park.

We thank you for your partnership in serving our community. Please let us know if we can provide any additional information to assist with the County Board's deliberations.

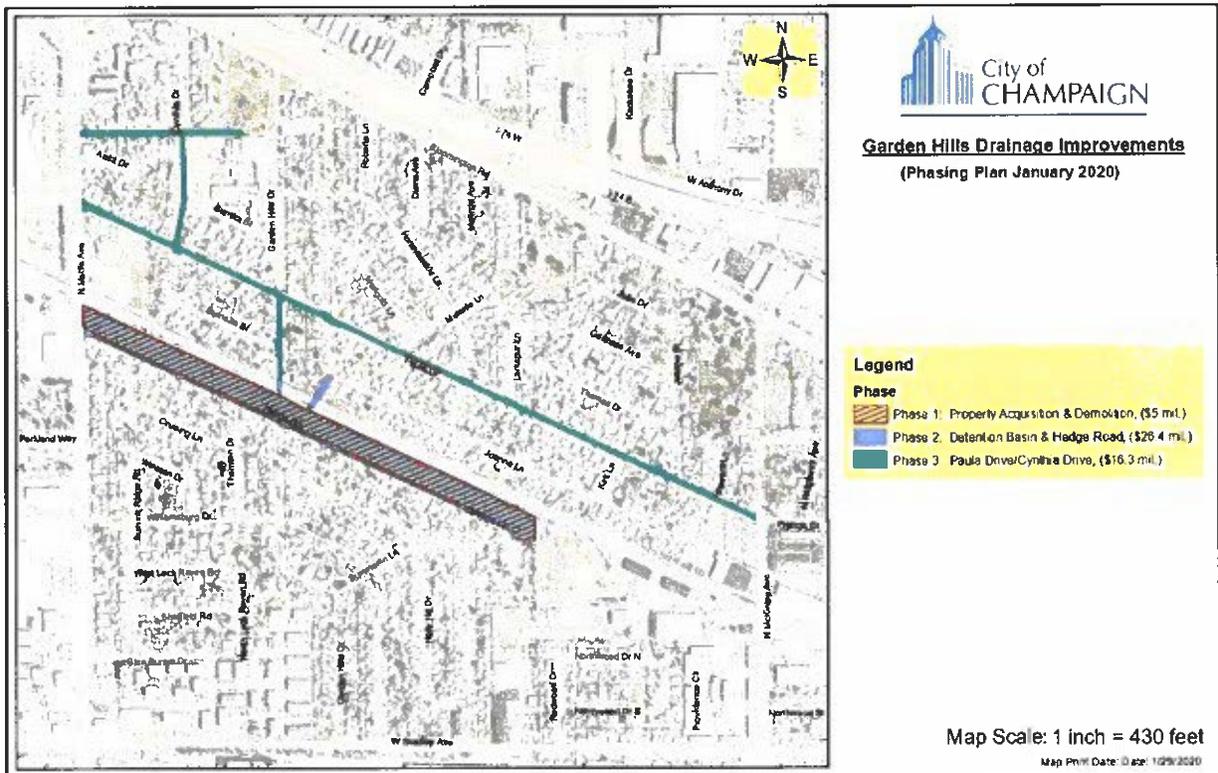
Sincerely,

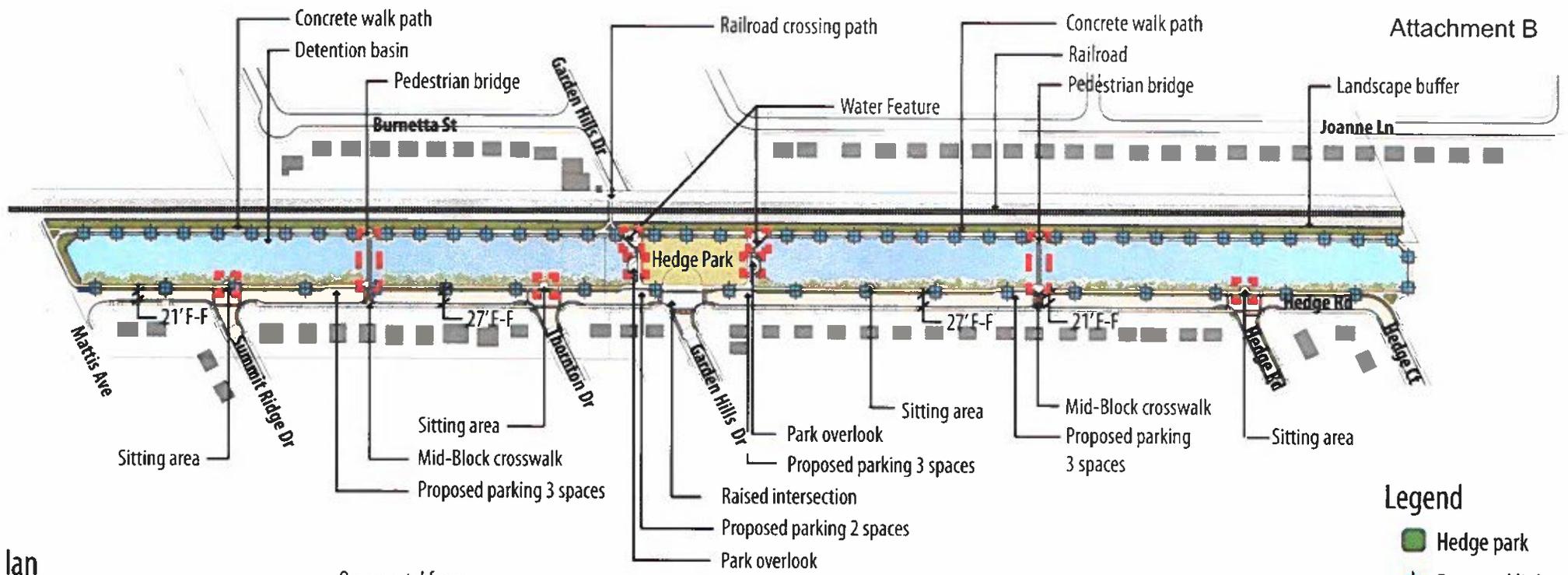


Dorothy Ann David  
City Manager

Attachments: Attachment A – Project Map and Conceptual Drawing  
Attachment B – Overall Concept Plan  
Attachment C – Proposed County ARPA Funding Scenarios

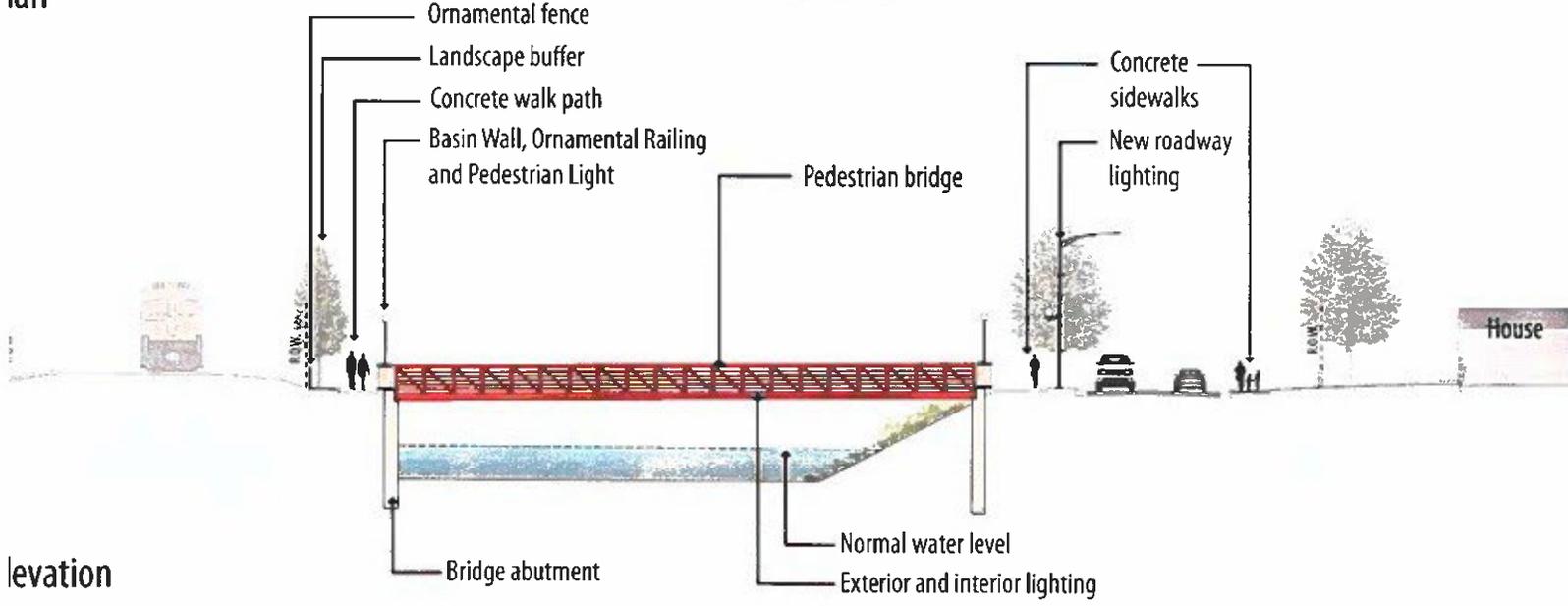
CC: Champaign City Council  
Kay Nees, City of Champaign Finance Director  
Khalil Zaied, City of Champaign Public Works Director





- Legend**
- Hedge park
  - Proposed light po
  - Homes
  - Enlargement area

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# Overall concept plan

## Garden Hills Drainage and Lighting Improvements

Champaign, Illinois

DRAFT



**CITY OF CHAMPAIGN**  
**ESTIMATE OF CONSTRUCTION COST**  
**GARDEN HILLS DRAINAGE IMPROVEMENTS - PHASE 2**  
**PROPOSED COUNTY ARPA FUNDING SCENARIOS**

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	73,500	\$12.00	\$882,000.00
SIDEWALK CURB (AVG. HT 24")	FOOT	1,090	\$35.00	\$38,150.00
<b>Sidewalk Subtotal</b>				<b>\$920,150.00</b>

UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	9,000	\$25.00	\$225,000.00
HANDHOLE	EACH	4	\$2,200.00	\$8,800.00
ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	29,000	\$4.00	\$116,000.00
LIGHT POLE FOUNDATION, 24" DIAMETER - FOR ACORN LIGHT POLES	FOOT	128	\$310.00	\$39,680.00
LIGHTING CONTROLLER, SPECIAL	EACH	2	\$30,000.00	\$60,000.00
JUNCTION BOX, SPECIAL (12"W x 12"L x 12"D)	EACH	78	\$950.00	\$74,100.00
STREET LIGHT POLES WITH FOUNDATION (35' MH WITH PED	EACH	17	\$13,000.00	\$221,000.00
DECORATIVE LIGHT UNIT, (DOUBLE TEAR DROP TYPE BASIN WALL)	EACH	45	\$8,500.00	\$382,500.00
DECORATIVE LIGHT UNIT, (ACORN TYPE WALKING PATH GAPS)	EACH	16	\$7,000.00	\$112,000.00
<b>Lighting Subtotal</b>				<b>\$1,239,080.00</b>

ORNAMENTAL FENCE	FOOT	5,200	\$225.00	\$1,170,000.00
<b>Ornamental Fence Subtotal</b>				<b>\$1,170,000.00</b>

POTENTIAL FUNDING COMBINATIONS	TOTAL
SIDEWALK + LIGHTING	\$2,159,230.00
SIDEWALK + ORNAMENTAL FENCE	\$2,090,150.00
LIGHTING + ORNAMENTAL FENCE	\$2,409,080.00
SIDEWALK + LIGHTING + ORNAMENTAL FENCE	\$3,329,230.00