

**INTERGOVERNMENTAL AGREEMENT FOR WATER INFRASTRUCTURE  
ASSISTANCE BETWEEN THE COUNTY OF CHAMPAIGN AND THE  
SEYMOUR WATER DISTRICT**

**THIS AGREEMENT** is made and entered by and among the County of Champaign, Illinois (“County”) and the Seymour Water District (“Seymour”) (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 of the Social Security Act and the United States Department of Treasury Final Rule 31 CFR Part 35 to make necessary investments in water infrastructure; and

WHEREAS, Seymour 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 purpose of this Agreement is for the County to provide ARPA Funds to Seymour for replacement of water meters.

**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 \$60,000.00 to Seymour for replacement of water meters.

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

- A. Seymour will conduct activities for water meter replacements, 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 \$60,000.
- D. Seymour must provide reporting information to the County as required in Section 4.
- E. The County will transfer ARPA Funds to Seymour in an amount up to \$60,000 in support of this assistance, available beginning in County fiscal year 2022. The transferred funds shall be provided to Seymour based on invoice(s) for related water meter replacement costs. A Risk Assessment Form, copy of the invoice and documentation for water meter replacement costs, and Reporting Form shall be submitted by Seymour to the County prior to the first payment. If multiple payments are needed, Seymour shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Seymour to the County for each payment, with a maximum total amount of \$60,000. The County shall provide the Risk Assessment Form and Reporting Form templates to Seymour.

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

- A. Seymour 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. Seymour 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. Seymour will complete water meter replacement activities with ARPA Funds in accordance with Section 3.
- D. Seymour 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. Seymour will provide to the County, upon reasonable notice, access to and the right to examine such books and records of Seymour as related to water meter replacement costs. Seymour 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. Seymour 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. Seymour will comply with all applicable statutes, ordinances, and regulations. Seymour 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, Seymour 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 Seymour in an amount up to \$60,000 in support of this assistance. The transferred funds shall be provided to Seymour based on invoice(s) for water meter replacement costs. A Risk Assessment Form, copy of the

invoice and documentation for related water meter replacement costs, and Reporting Form shall be submitted by Seymour to the County prior to the first payment. If multiple payments are needed, Seymour shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Seymour to the County for each payment, with a maximum total amount of \$60,000. The County shall provide the Risk Assessment Form and Reporting Form templates to Seymour.

- 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, Seymour shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if Seymour does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Seymour 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:

THE COUNTY OF CHAMPAIGN, ILLINOIS

SEYMOUR WATER DISTRICT

By: ASum

By: James A. Bando, Chairman

Date: 1/11/2023

Date: 1-24-23

ATTEST: Meghan Robison

ATTEST: Gloria Rogers, Secretary

APPROVED AS TO FORM:

Peter Ludwein

APPROVED AS TO FORM:

Marna Monty-elli

SEYMOUR WATER DISTRICT

112 N. MAIN ST. BOX 77

SEYMOUR, ILLINOIS 61875

Date: May 27, 2022

To: Darlene Kloeppel, Champaign County Executive

From: Seymour Water District

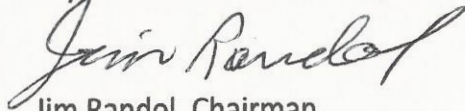
Re: Request for ARPA Funds in the amount of \$60,000

Seymour Water District covers the unincorporated town of Seymour, population approximately 325. We have 157 water metered customers. Seymour Water District purchases water from Illinois American Water and resells to our customers. The current water meters are 26 years old and are in need of replacement. Annual audit figures show a continual decline in gallons sold compared to gallons purchased due to the water meters showing inaccurate reading because of their age.

We have talked with Rural Development and they do not have low interest loans or grants for this type of project. Please see attached pages: water loss summary, labor estimate, meter cost and 2022-2023 budget. Seymour will pay for regrading and reseeding where necessary. The Seymour Water District respectfully request your consideration of allocating ARPA Funds to complete this needed upgrade.

Sincerely,

Seymour Water District Board of Directors

A handwritten signature in cursive script, appearing to read "Jim Randol", is written over the printed name.

Jim Randol, Chairman

**SEYMOUR WATER DISTRICT**  
**SCHEDULE CUSTOMERS, WATER SOLD, AND WATER PURCHASED - UNAUDITED**

<u>Fiscal Year</u>	<u>Gallons Sold</u>	<u>Gallons Bought</u>	<u>Efficiency</u>	<u>Number of Meters</u>
2004	6,443,350	6,713,250	95.98%	156
2005	6,010,120	6,244,500	96.25%	154
2006	6,422,410	6,830,250	94.03%	155
2007	6,439,605	7,131,750	90.29%	154
2008	6,321,890	6,940,500	91.09%	156
2009	6,310,760	6,717,000	93.95%	156
2010	6,151,300	6,408,750	95.98%	155
2011	6,177,550	6,297,000	98.10%	158
2012	6,151,300	6,408,750	95.98%	161
2013	6,269,127	6,467,250	96.94%	156
2014	6,149,040	6,152,980	99.94%	155
2015	5,769,650	5,254,700	109.80%	159
2016	5,527,900	5,538,932	99.80%	157
2017	5,393,220	5,558,687	97.02%	157
2018	5,385,225	5,881,743	91.56%	156
2019	5,324,965	5,375,898	99.05%	157
2020	5,511,458	5,766,353	95.58%	157
2021	5,535,627	5,656,595	97.86%	158





1214 N. Lombard  
Mahomet, IL 61853  
(217) 586-7473  
office@classicplumbinginc.com

## Estimate

<b>ESTIMATE#</b>	2022-05-13 estimate
<b>DATE</b>	05/10/2022
<b>PO#</b>	

### CUSTOMER

Seymour Water District  
PO Box 77  
Seymour IL 61875  
(217) 369-6827

### SERVICE LOCATION

Seymour Water District  
Seymour IL 61875  
(217) 369-6827

**DESCRIPTION** Cody asked for this on the calendar. No more information at the time AE 5/10

## Estimate

Description	Qty	Rate	Total
<b>Meter Replacement</b> Classic Plumbing to replace approximately 155 water meters for Seymour Water District. This will include the installation of new radios in the lid of the buffalo box as well to allow for them to read remotely. Seymour water district to be responsible for all meters, gaskets, radios and material to splice the radios in. All meter pits to be located by Seymour Water District and Classic Plumbing to be responsible for exposing meter pits to gain access.			19,375.00

### CUSTOMER MESSAGE

**Estimate Total: \$19,375.00**

### PRE-WORK SIGNATURE

Signed By:





4/28/2022

[illegible]

To accept this quotation, sign here and return:

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## BUDGET FOR MAY 1, 2022 TO APRIL 30, 2023

Approved at April 26, 2022 Meeting

## REVENUE

Hook Up Income	0
Grant Income	0
Water Income	\$52,000.00
Bulk Water Income	\$1,000.00
Interest Income	\$75.00
Fire Hydrant Rental	\$750.00
Reconnection Fees	\$200.00
Parts Sales	0
Administrative Fees	\$400.00
Late Fees	\$2,000.00
RD Payment Collection	\$45,500.00
Maintenance and Depreciation Income	\$4,000.00
NSF Fees	\$150.00
Building Rent	\$300.00
<b>TOTAL REVENUE:</b>	<b>\$106,375.00</b>

## OPERATING EXPENSES

Wages	\$5,000.00
Payroll Tax Expense	\$300.00
Office Expense and Supplies	\$250.00
Telephone	\$800.00
Association Dues	\$300.00
IL American Water	\$35,000.00
Legal Fees	\$1,000.00
Professional Fees	\$3,500.00
Meter Supplies	\$3,000.00
Repairs and Maintenance	\$3,000.00
Insurance and Bonding	\$4,000.00
Sangamon Valley Water	\$13,000.00
Mowing and Snow Removal	\$3,000.00
Monitoring Fees	\$10,500.00
Operator Fees	\$2,400.00
Engineering Fees	\$2,000.00
Ameren IL	\$6,000.00
PDC Labs Testing Fees	\$400.00
Training	\$250.00
Real Estate Taxes	\$14.00
Interest Expense (B & I Account)	\$12,000.00
<b>TOTAL OPERATING EXPENSES:</b>	<b>\$105,714.00</b>
	<b>\$661.00</b>