

FINANCE COMMITTEE MINUTES

DATE OF MEETING: December 15, 2022 at 5:02 p.m. County Building

MEMBERS PRESENT: Melonie Tilley – Chair, Jamie Prestegaard, Dan Matthews and Megan Myers. Also present, Dee Dee Rentmeister, County Administrator.

MEMBERS ABSENT: Terry Ferguson

SUMMARY OF DISCUSSION:

- Joe Witte addressed the committee on behalf of Kenney Fire Department concerning the approved/allocated ARPA funds for a new building. The Department is wondering how to proceed with getting the money.
- Motion by Myers, 2nd by Prestegaard to approve last month's minutes. Voice vote, motion carried.
- Motion by Matthews, 2nd by Myers to approve the claims. Voice vote, motion carried.
- Dee gave committee members examples of documents used by Menard County for distribution of ARPA funds. Committee discussed the need to send out letters to those businesses/companies that have been approved for ARPA fund asking that they submit current information about the project(s) including current estimates/quotes, contracts, invoices, bill of sale for payment. Will ask in the letter that a response be submitted to the county by March 1, 2023.
- Fritz Robinson with the Kenney Fire Department was present to discuss with the committee what documents the county wanted in order for ARPA money to be given to them for their building. Mr. Robinson stated that the department needed the money up front to pay for expenses related to bid documents, engineering fees etc. Committee indicated that the \$100,000 allocated to the Kenney Fire Department was to be utilized for the building – not for other expenses related to bidding out the project. Committee felt that a signed contract with the winning bidder showing when payments were due would suffice in the release of ARPA funds to the department.
- Committee will review the examples of documents from Menard County for distribution of ARPA funds at the January meeting and refer to the County Board.
- Motion by Myers, 2nd by Prestegaard to adjourn at 6:02 p.m. Voice vote, motion carried.

COMMITTEE ACTION:

- Approve last month's minutes.
- Approve the claims.

RECOMMENDATIONS TO FULL BOARD:

None

DATE OF NEXT MEETING: January 17, 2023 at 5:00 p.m.

AGENDA FOR
THE FINANCE COMMITTEE

Date and Time of Meeting: December 15, 2022 at 5:00 p.m. County Building

1. Call meeting to order/Roll Call
2. Persons Wishing to Address the Committee
3. Items for Discussion and Possible Action:
 - a. Approve last month's minutes
 - b. Approve claims
4. Items for Discussion Only
 - a. Documents/contracts/agreements needed to disburse ARPA funds to outside agencies
5. Executive Session
6. Motion to adjourn

Posted: December 13, 2022 at 3:30 pm

By: Dee Dee Rentmeister

**AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN MENARD COUNTY
AND VILLAGE OF GREENVIEW
WELL PROJECT**

MENARD COUNTY IGA # _____

THIS AGREEMENT is made and entered by and between Menard County, Illinois, (hereinafter referred to as the "County") and Greenview, Illinois, 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 American Rescue Plan Act (hereinafter ARPA) provides for State and Local Fiscal Recovery Funds, a definition which includes Menard County, Illinois, and;

WHEREAS, the Menard County Board has defined a strategy for the proper use of ARPA funds to support ARPA approved projects by assisting in the funding of the Greenview Well Project;

WHEREAS, the Illinois Environmental Protection Agency has defined standards for the construction and operations of a water Well Project which shall provide a viable source of clean and potable water to the citizens of Greenview and its surrounding areas;

WHEREAS, the County of Menard and the Village of Greenview find it beneficial to the residents of Menard County to enter into agreement regarding the water Well Project within Menard County, Illinois.

NOW THEREFORE, the parties, hereby mutually agree as follow:

1. **Project Description.** The Village of Greenview is replacing the existing south well which is over seventy (70) years old. This well has been deemed an emergency replacement by Grosch Drilling. The repairs recently made are not sufficient to sustain proper operation. The Village has been advised this well could fail at any time.
2. **Agreement.** Greenview agrees to comply with all applicable state, federal, and local laws or regulations in the construction, operation, and hiring practices for its Well Project. Before Menard County agrees to this Intergovernmental Agreement, Greenview agrees to provide Menard County with its construction plan, engineering plan, timeline of project, estimated cost of plan, proof of insurance coverage, any ordinance or resolution passed in connection with its Well Project plan, real estate transactions, proof of funding for the project, proof of any grant funding, and any other related documentation relevant to the project; in general terms, Greenview must demonstrate the ability to fund and construct, and complete the project to the satisfaction of Menard County.
3. **Well Project Benchmarks.**

Benchmark Number One (1): Greenview shall receive payment of ARPA funds in the amount of \$31,562.50 upon completion of **property purchase, surveying, and legal work** from Menard County. Menard County will distribute these funds within fourteen (14) days after the last signatory on this agreement.

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Benchmark Number Two (2): Greenview shall receive a distribution of ARPA funds in an amount of up to \$35,000 from Menard County upon Greenview providing proof to the satisfaction of the Menard County board that **engineering** work has been done for the Well Project. It is expected that engineering for the Well Project will be completed by September 31, 2022. Menard County will distribute these funds to Greenview within fourteen (14) days after this proof of engineering has been submitted to Menard County.

Benchmark Number Three (3): The Greenview water Well Project is expected to be complete by December 31, 2023. Upon proof to the satisfaction of the Menard County board that the **Well Project is completed or near completion**, the third distribution shall be made to Greenview. This third distribution amount is unknown at the time this IGA is signed. Menard County agrees to distribute the remainder of the undistributed amount of the \$100,000.00 total to Greenview upon completion of the project.

4. **Distribution.** Menard County shall distribute to the village of Greenview \$100,000 total in three (3) separate distributions upon Greenview reaching the three (3) agreed upon project benchmarks. Greenview shall provide written verification of completion of each benchmark to Menard County within fourteen (14) days of completion of each benchmark. If the benchmarks are not met by Greenview by each deadline, Menard County will NOT submit the ARPA fund distribution to Greenview.

5. **Inspections of Records.** Greenview shall make its records regarding this project available upon request of Menard County during the pendency of this agreement if needed by Menard County.

6. **Indemnification.** To the fullest extent allowed by law, Greenview shall defend, indemnify and hold harmless Menard County and its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including workers compensation claims associated with this project. Further, any costs associated with claims, suits, demands, actions, proceedings of all kinds, including attorney's fees, shall be the sole responsibility of Greenview. Menard County agrees to cooperate fully in the defense of all claims arising out of the performance of this Agreement.

7. **Amendments.** This Agreement may be amended only by writing signed by all parties and approved by the governing boards or councils of Greenview and Menard County. In the event of an extraordinary event, or an amendment to an applicable Federal or State law, applicable Federal or State Rule or judicial interpretation of the same, the parties hereby agree to negotiate any necessary amendments to facilitate the uninterrupted construction of this project.

8. **Termination.** Should Greenview cease this project before the benchmark dates outlined in paragraph #3, this agreement is null and void; Further, in the event any state or federal agency denies approval or withdraws approval of the project, this agreement is null and void; and Menard County will not submit any further ARPA fund distribution to Greenview and this agreement shall be terminated.

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9. **ARPA Approval.** This entire agreement is subject to ARPA rule approval. Menard County will seek a review and opinion of this project for ARPA fund approval. Menard County will only enter this agreement once that review and opinion is received and it is believed in good faith by Menard County that this project is approved for ARPA funding. At any point ARPA rules change or do not allow funding for this type of project, Menard County shall be without liability to the village or city named in this agreement and the distribution of ARPA funds will not be administered. In the event of ARPA fund denial for this project, Greenview agrees not to take legal action against Menard County or in any way attempt to hold Menard County liable or attempt to obtain funds from Menard County.

10. **Entire Agreement.** This writing constitutes the entire agreement between the parties.

Herein Enacted. The following signatures represent agreement of their respective bodies' government.

Robert Lott, Menard County Board Chairperson

Date

Kevin Curry, Village President, Greenview, IL

Date

Martha Gum, Menard County Clerk and Recorder
(ATTEST)

Date

DRAFT LANGUAGE FOR

CONTRACT BETWEEN THE COUNTY OF MENARD AND
THE MENARD COUNTY FAIR ASSOCIATION

This contract is made and entered into between the County of Menard (GRANTEE) and the Menard County Fair Association (BENEFICIARY), a non-profit corporation (EIN: xx-xxxxx).

- the Grantee agrees to provide the Beneficiary with a grant of \$XXXXX,000;
- this Grant is made as part of the County of Menard's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard dedication for lost revenue in order to provide government services;
- the Beneficiary, which operates the Menard County Fairgrounds, sustained significant lost revenue (\$XXXX,130) during 2020 due to the COVID-19 pandemic;
- the Beneficiary will use these grant funds to construct a rural community center located at the Menard County Fairgrounds, to strengthen its ability to pursue its non-profit mission.
- This center will benefit the Beneficiary and the community by:
 - List the planned uses here

Terms:

- the Grantee will provide funds in the form of periodic reimbursement for documented project-related expenses
- requests for reimbursement, along with documentation of expenses, will be provided to the Menard County Treasurer periodically but not more frequently than monthly, by the (insert date) of the month, in order for review by the County Finance Committee and approval by the Menard County Board
- all funds must be expended by Beneficiary and submitted to the Treasurer for reimbursement no later than the third Monday of December 2026
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Menard County and the Executive Director of the KCHA