

June 16, 2025

Attached is a copy of the fully executed contract for the PY22 CDBG-DR grant, please keep for your records.

Thank you,

Lisa Ludwig

Lisa Ludwig
St Clair County IGD
19 Public Square, Suite 200
Belleville, IL 62220
618-825-3211
llud@co.st-clair.il.us

Lisa,

See attached updated grant.

Thank you

Tammy Warner
Deputy Clerk
Village of Caseyville

RECEIVED
JUN 04 2025
COUNTY IGD



St. Clair County

INTERGOVERNMENTAL GRANTS DEPARTMENT

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PUBLIC FACILITY CONTRACT ST. CLAIR COUNTY, ILLINOIS

This contract, entered into this 21st day of MAY, 2025 by and between St. Clair County, Illinois (hereinafter referred to as COUNTY) and VILLAGE OF CASEYVILLE, Illinois (hereinafter referred to as MUNICIPALITY), is for the purpose of conducting the Community Development public facility activities of Program Year 2022 (PY 2022) with the Project Title Little Canteen Creek Flood Mitigation Levee Rehabilitation as enumerated under Title I of the Housing and Community Development Act of 1974 (ACT), as amended, hereinafter referred to as the ACT.

WHEREAS, the COUNTY has applied to the United States Department of Housing and Urban Development, hereinafter referred to as HUD, for Community Development Block Grant funds, hereinafter referred to as CDBG, authorized under the ACT for use in conducting approved Community Development public facility activities.

WHEREAS the COUNTY and MUNICIPALITY desire to undertake a cooperative Community Development program in accordance with the ACT.

THEREFORE, the COUNTY and MUNICIPALITY agree as follows:

1. **Legal Authority (24 CFR 570.501)**

The COUNTY is responsible for administration of the CDBG contract and ensuring CDBG funds are used in accordance with all program requirements (24 CFR 570.501). The MUNICIPALITY hereby certifies to the COUNTY that the MUNICIPALITY has the legal authority to undertake the proposed project. The MUNICIPALITY further certifies that its legislative body (township board, city, or village council, etc.) has approved all resolutions, official acts, motions, and understandings necessary for the implementation of this contract. The MUNICIPALITY must provide the COUNTY with a Resolution of Support from the local elected board naming the project type and location when (1) initially applying for CDBG funds; (2) when requesting a change to the type, or location of a project or (3) when requesting funds out of the normal procurement cycle. Resolution of Support shall include the signatures of a quorum of MUNICIPALITY board members.

2. **Maximum Feasible Priority (24 CFR 570.208)**

The MUNICIPALITY hereby certifies that the CDBG Program described in Exhibit A gives maximum feasibility to one of the three National objectives as established by U.S. Department of Housing and Urban Development:

- a. activities which benefit low- and moderate-income families.
- b. aid in the prevention or elimination of slums or blight; or
- c. meet an urgent need (activities which the COUNTY certifies are designed to meet other Community Development needs, having a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community where other financial resources are not available)

3. **Fund Limitation (24 CFR 85.22)**

The MUNICIPALITY agrees that any cost exceeding the awarded CDBG fund amount contained in Exhibit B shall be borne by the MUNICIPALITY. The COUNTY'S liability is strictly limited to the amount of HUD funds awarded to the MUNICIPALITY by means of this contract. The CDBG funds portion of the project is described in Exhibit B.

4. **MUNICIPALITY Responsibilities (24 CFR 570.502)**

a. **Performance**

The effective date of this Contract will be the date the parties sign and complete execution of this agreement and will be in effect for the time period during which the MUNICIPALITY is responsible for those actions necessary to bring the project to completion. The MUNICIPALITY, acting as an agency of the COUNTY and assuming responsibility for the implementation of the project herein described, shall perform all required services in a satisfactory and proper manner as determined by the Community Development staff assigned to contract on behalf of the COUNTY. The MUNICIPALITY will comply with regulations, policies, guidelines, and requirements as they relate to the project, contracts/subcontracts, and the use of CDBG funds under this agreement. It is the responsibility of the MUNICIPALITY to provide the COUNTY with periodic updates regarding the status of the project through its staff or hired professional services. MUNICIPALITY is responsible for obtaining professional services through an RFQ process when CDBG funds are used as payment of services. It is also the responsibility of the MUNICIPALITY to advise and monitor the requirements within this contract that are applicable to the project, the architect, engineer, and/or consultant, the awarded contractor, subcontractor, supplier, or other vendors.

b. **Uniform Administrative Requirements**

The MUNICIPALITY, a governmental entity, shall comply with the requirements and standards of OMB Uniform Guidance for Administrative, Cost Principles and Audits Requirements 2 CFR Part 200.

c. **Time Limitations**

The services of the MUNICIPALITY are to commence upon the execution of this contract. They shall be undertaken and completed in such sequence as to assure their expeditious completion of actions to meet community development needs through pre-award and post-award activities to coordinate with the contract expiration date. Every effort will be made to complete all aspects of the project involved according to the expiration date established in Exhibit C.

d. **Time Extension**

Only a written request for a contract time extension will be accepted for consideration. Such a request will be subject to the availability of CDBG funds and supporting evidence to determine the project need for extension. MUNICIPALITY will be notified in writing of the COUNTY'S decision to either approve or deny the request for an amendment. **Only approved requests will be extended beyond the expiration date of this contract, as noted in the CDBG Public Facilities Application.** All remaining funding will be subject to recapture.

e. **Amendments (59 FR, 24 CFR 570)**

Either the COUNTY or the MUNICIPALITY may request, in writing, changes that are specific to this contract. If such an amendment results in: 1) change in funding, 2) scope of work/services, 3) schedule of activities, or 4) the number of targeted populations benefiting, to be undertaken as part of this contract, such modifications will be incorporated only by a Resolution of Support reflecting approval of the governing body of

the MUNICIPALITY and acceptance by the COUNTY. An amendment to this contract shall not dismiss the COUNTY or MUNICIPALITY from its obligations under this contract. The amendment to this contract shall continue to conform to Federal, state, and local guidelines. Any change of scope to the project, requiring review, approval, and/or permission by the Illinois Department of Transportation (IDOT) may not be a part of an amendment to this contract.

f. Contract Closeout

The obligation of the MUNICIPALITY to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to completion of project, making final payments, acquiring all project related documentation (such as, but not limited to certified payrolls, pay requests, proof of payments made by MUNICIPALITY, lien waivers, and documentation identifying acceptance of work performed by contractor), disposing of program assets, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period when the MUNICIPALITY has a balance of CDBG funds. All applicable documentation regarding contract closeout must be submitted by MUNICIPALITY or the representative engineer or architect on behalf of the MUNICIPALITY to the COUNTY within 30 calendar days after the date of completion of the project.

5. Compensations/Methods of Payment (24 CFR 85.21)

CDBG funds utilized for this contract shall be expended only on actual costs exclusive to the awarded project. The COUNTY will make payment directly to the appropriate vendor based on submitted billings that are supported by appropriate documentation of costs incurred. Original invoices/pay requests must be submitted with an authorized signature from the MUNICIPALITY on the IGD Disbursement Authorization for payment processing to the designated vendor. A General Pay Request Directions form identifying COUNTY criteria is provided at a preconstruction meeting to the MUNICIPALITY, professional services firm, and the awarded contractor. The COUNTY will not reimburse the MUNICIPALITY for project costs without a written request for approval and proof of expenditure by the MUNICIPALITY, nor for any costs prior to the execution of this contract. The MUNICIPALITY agrees that any cost exceeding the awarded CDBG fund amount contained in Exhibit B shall be borne by the MUNICIPALITY. The Municipal funds must be expended by the point that the awarded project reaches 50% completion. The COUNTY'S liability is limited to the amount of HUD funds received by the COUNTY and committed to the CDBG funds portion of the project described in Exhibits A and B of municipal contract. All FINAL BILLING must be sent via certified mail with documentation stating that the project is complete, and no further billing will be forthcoming.

6. Program Income (24 CFR 570.504) (24 CFR 85.25)

Program income means gross income received by the MUNICIPALITY directly from the award of CDBG funds or earned only as a result of this Contract during the Grant period. ***During the Grant period*** is the time between the effective date of the award and the ending date of the award reflected in the COUNTY'S final financial report for the agency. MUNICIPALITY agrees that any income that may be received as generated or earned directly by this Grant supported activity during this contract life shall be returned to the COUNTY subject to reprogramming under the provisions of 24 CFR 570.504. This includes income from fees for services performed, from the use or rental of real or personal property acquired with Grant Funds, from the sale of commodities or items fabricated under a Grant Agreement, and from payments of principal and interest on loans made with Grant Funds.

7. **Reversion of Assets (24 CFR 570.502, 503, and 504)**

MUNICIPALITY agrees that, upon the expiration, cancellation, termination, or fulfillment of this Contract, any remaining CDBG Funds, or accounts receivable, attributable to this contract, shall be recaptured by the COUNTY and made available for disposition by the COUNTY in compliance with Federal requirements, as reprogrammable income and used to meet one of the three National Objectives.

8. **Right to Audit (24 CFR 570.492 and 570.493) (24 CFR 85.26)**

The COUNTY, HUD, Comptroller General of the U.S. or any other state or federal agency or the authorized representative shall be allowed the right of access to and the right to examine all books, records and other supporting documents involving any and all transactions and matters related to this contract at all times during which the provisions of the contract are in effect, and for five (5) years after the awarded project is identified as complete and all pending matters are closed where MUNICIPALITY is required to preserve such records under the provisions of the ACT and all regulations adopted pursuant thereto.

9. **Use of Real Property (570.505) (24 CFR 85.36)**

MUNICIPALITY agrees that any real property within the recipient's control, which is either acquired or improved in whole or in part using CDBG funds, more than \$25,000, shall be subject to the following standards which shall apply for a period of five (5) years after the awarded project is identified as complete and all pending matters are closed. Following the close-out of the Grant during which the property was acquired, or improved:

- a. COUNTY or MUNICIPALITY may not change the planned use of any subject acquired property from that for which it was originally intended unless the affected citizens are given opportunity to comment on any proposed change, and
- b. The new use must meet one of the three National Objectives, and
- c. A lien will be placed on the property for a period of five years, and
- d. Is not a building used for the general conduct of government, and
- e. If the COUNTY determines, after consultation, with the citizens, that it is appropriate to change the original use of the property to a use for which it does not qualify, the CDBG Program may be reimbursed equal to the Fair Market Value of the property, after which the property no longer will be subject to any CDBG requirements.

10. **Monitoring/Inspections (24 CFR 85.40)**

The COUNTY will monitor the performance of the MUNICIPALITY by tracking project progress, reviewing payment requests for applicable costs, managing the timely expenditure of CDBG funds, and overseeing compliance with CDBG requirements. Substandard performance as determined by the COUNTY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the MUNICIPALITY within 30 days after being notified by the COUNTY, contract suspension or termination procedures may be initiated.

All MUNICIPALITY records with respect to any matters covered by this Contract shall be made available to the COUNTY, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and to make excerpts or transcripts of all relevant data, for five years after the awarded project is identified as complete and all pending matters are closed.

11. **Accounting System (24 CFR 570.506) (24 CFR 85.20)**
MUNICIPALITY agrees to establish and maintain on a current basis an adequate accrual accounting/record keeping system in accordance with generally accepted accounting principles and standards. These records will be made available for audit purposes to the COUNTY or any authorized representative and will be retained for five (5) years after the awarded project is identified as complete and all pending matters are closed.
12. **Recordkeeping (24 CFR 85.36 (12)(c))**
MUNICIPALITY agrees to maintain books, records, documents, and other evidence sufficient to properly reflect all direct, indirect, and administrative costs incurred during the performance of this contract. In addition, MUNICIPALITY agrees to prepare and maintain such documents and reports for five (5) years after the awarded project is identified as complete and all pending matters are closed.
13. **Record Retention (24 CFR 85.42)**
The MUNICIPALITY shall retain all required financial records, supporting documents, statistical records, and any other records pertinent to the agreement for five years after the awarded project is identified as complete and all pending matters are closed. The completion of the project will coincide with HUD's approved tracking system. Any litigation, claims, audits, negotiations, or other action involving any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
14. **Competitive Services**
The MUNICIPALITY hereby agrees that all contractual services involved will be competitively procured. Unless specified otherwise within this agreement, the MUNICIPALITY shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.4048. The contractor agreement for the approved project shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. The COUNTY shall be a part of the letting, pre-award and post-award process, and will receive executed copies of all documents between the MUNICIPALITY and the contractor, including certified payrolls.
15. **Competitive Sealed Bids (Formal Advertisement, 24 CFR 85.36(d)(2))**
The procurement must lend itself to a firm, fixed price contract (lump sum or unit price) where the selection can be principally made based on price. The MUNICIPALITY must advertise the Invitation for Bid (Bid). The Bid must include complete and accurate specifications needed, in sufficient detail for the bidders to properly respond. Bids must be opened and publicly read at the time and place stated in the Bid. The MUNICIPALITY must receive at least two or more responsible bids for each procurement transaction. If awarded, the contract must be given to the lowest responsive and responsible bidder (the MUNICIPALITY, however, can decide not to make the award to any of the bidders). The MUNICIPALITY must award the contract after price and other factors are considered through scoring the proposals (or "best and final" offers) according to predetermined evaluation criteria. The successful proposal or offer must clearly be the "most advantageous" source of the goods and services for project noted in this contract.

16. **Noncompetitive Proposals/Sole Source Procurement (24 CFR Part 85.36(d)(4))**

Noncompetitive negotiations may be utilized only under very limited circumstances. The MUNICIPALITY must show that another method of procurement was infeasible because:

- The item or service was only available from a single source.
- A public emergency or condition requiring urgency existed which did not permit the use of competitive procurement.
- Competition was determined to be inadequate after receiving proposals from numerous sources.

17. **Section 3 (24 CFR 135)**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the MUNICIPALITY and any of the contractors and subcontractors for the MUNICIPALITY. The COUNTY has set a goal of 30% for the Section 3 Utilization Rate. Failure to fulfill these requirements shall subject the MUNICIPALITY and any of the contractors and subcontractors for the MUNICIPALITY, their successors, and assigns, to those sanctions specified by the contract (when construction contract is more than \$100,000) through which Federal assistance is provided. The MUNICIPALITY certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The MUNICIPALITY further agrees to comply with these "Section 3" requirements and to include the following language in all agreements executed under this contract:

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects. Section 3 Benchmark Notice (85 FR 60907, published 9/29/20) requires 25% of all labor hours must be performed by a "Section 3 worker" and 5% of all labor hours must be performed by a "targeted Section 3 worker". The purpose is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income people, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income people. *All contracts issued by a municipality shall include Section 3 language, as provided by IGD. Reporting of all labor hours will need to be recorded on the certified payroll sheets.*

The MUNICIPALITY further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The MUNICIPALITY further agrees to award contracts for work undertaken in connection with rehabilitation, building or infrastructure construction for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The MUNICIPALITY certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

18. **Right to Reject Contractual Services (24 CFR 85.35)**

The MUNICIPALITY must ensure that awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" (24 CFR 85.35). Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. The County staff will utilize the System for Award Management (SAM) at <https://www.sam.gov/SAM> to make inquiry to identify those parties excluded from receiving federal contracts, certain subcontracts, and from certain types of federal financial and non-financial assistance and benefits. These are commonly known as "suspensions" and "debarments". Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources. Any or all bids may be rejected if there is a sound documented reason.

19. **Cost Plus a Percentage of Cost**

The MUNICIPALITY must ***not use*** "cost plus a percentage of cost" pricing for contracts (24 CFR 85.36(f)(4) and 84.44(c)); in addition, the MUNICIPALITY should use "time and material" type contracts only after a determination is made that no other contract is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk (24 CFR 85.36(b)(10)).

20. **Professional Services (24 CFR 85.36(d)(3))**

Professional services must be acquired through a competitive process by obtaining a Request for Qualifications (RFQ) from more than one qualified source, where CDBG funds are used as payment for contractual services rendered. Contract prices shall be agreeable and binding on all parties prior to any bidding for construction or related services. Contract prices shall be a lump sum and shall not be based upon the cost-plus percentage of cost or percentage of construction cost methods of contracting. Costs may be based upon hourly rates but should include maximum amounts for each phase of the project as well as a maximum cost for all Professional Services.

An agreement for architectural, engineering, and/or consulting services with the MUNICIPALITY is to be made available to the COUNTY for work scheduled for performance under this contract. The COUNTY shall *limit its payment* for professional services to the lesser of the following:

- a. Architect, Engineer, and/or Consultant Agreement amount, or
- b. Fifteen Percent (15%) of the total expended CDBG funding amount in this contract.

1. **Procurement (24 CFR 85)**

Public Facilities projects may require the services of qualified professionals (Architects, Engineers, etc.). These services may include but are not limited to project design, construction observation, and bidding assistance. **Regulations require that any professional service obtainable from more than a single source must have been competitively procured if the vendor is to be paid with CDBG funds.** These specialized services are normally procured through a Request for Qualifications (RFQ) process.

2. Contract Design

Municipalities are cautioned that a qualified professional contract, construction contract, material purchase contract and/or any other **contracts that are intended for payment with CDBG funds** would only be signed following execution of the CDBG contract by the County Board Chairman.

3. Payment for Services

Municipalities may also choose to pay for contractual services with municipal funds as a matching contribution for CDBG funds. Municipal contributions will be awarded evaluation points during the project-scoring phase. Municipalities choosing to use their own funds for payment of professional services need not follow the competitive procurement rules as detailed above.

Professional Services Contract prices shall be agreeable and binding on all parties prior to any bidding for construction or related services. Contract prices shall be a lump sum and shall not be based upon the cost-plus percentage of cost or percentage of construction cost methods of contracting. Costs may be based upon hourly rates but should include maximum amounts for each phase of the project as well as a maximum cost for all Professional Services. Municipalities entering such contracts may be liable for any excess costs exceeding the allowable amount of up to 15% of expended CDBG funding. A copy of a contract between a professional service and a municipality must be provided to IGD when CDBG funds are a part of the project funding.

21. Minority Business Utilization (Executive Orders 11625, 12432, 12138) (24 CFR 85.36)

HUD has mandated that the CDBG Program in St. Clair County take all necessary, affirmative steps to ensure awarded contractors make efforts to encourage the use of minority and women business enterprises, referred to as a Minority Business Enterprise (MBE). The County has set a goal of fifteen percent (15%) for the Minority Business Utilization Rate. Therefore, the municipality agrees the awarded contractor is to expend at least 15% or more of this project's total project cost by utilizing a qualified MBE, through contracted services, materials, or any combination thereof. The supply of materials will be from an MBE firm that is recognized as a supplier of the product(s) and not a firm that contracts out to purchase materials from another firm that is the actual supplier of the product for an added percentage over the cost of the materials. Please note, reporting will be required.

The MUNICIPALITY will use its best efforts to enforce that the awarded contractor will afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members (MBE) or women (WBE). For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The COUNTY provides applicants an application to determine a firm's status as a MBE, WBE, or small business firm based on written representations by the business regarding their status as minority and female business enterprises in lieu of an independent investigation. An MBE Directory compiled from successful applicants is available through the Community Development Group at the St. Clair County Intergovernmental Grants Department, 19 Public Square, Suite 200, Belleville, Illinois.

22. **Build America/Buy America**

Communities must ensure all contractors will be required to adhere to the build America/buy America Act, Public Law 117-58, Title IX, Subtitle A, Part 1 enacted November 15, 2021.

23. **Insurance & Bonding (24 CFR 84.31 and 84.48)**

The MUNICIPALITY shall require the awarded contractor to procure and maintain for the life of their agreement, insurance coverage conforming to the minimum requirements stated below, and naming St. Clair County, IL and The Public Building Commission of St. Clair County, IL as the "Certificate Holder", with the MUNICIPALITY, engineer, and the St. Clair County Intergovernmental Grants Department as "Additional Insured" on a primary / noncontributory basis on the Commercial General Liability and Automobile Liability policies. These policies as well as the workers' compensation policies are to be endorsed with a waiver of subrogation in favor of same. The contractor shall include the municipality, the engineer, and all subcontractors as insured under its policies, or shall furnish separate certificates and endorsements for each. All coverage for subcontractors shall be subject to all of the requirements of the contractor.

All policies of insurance shall provide St. Clair County no less than 30 days advance written notice of any material change, cancellation, or non-renewal. All coverages shall be provided by insurance companies authorized to transact business under the law of the State of Illinois and acceptable to St. Clair County. The insurance companies providing coverage shall have a Best's Policyholder's Rating of "A" or better, and a Financial Rating of not less than "VII." Contractor shall provide a standard Acord Certificate(s) of Insurance as proof of insurance and required "Additional Insured" clauses, prior to the commencement of any agreement. Such certificate(s) shall be submitted for approval to IGD for approval by St. Clair County of IL, and Public Building Commission of St. Clair County of IL. These insurance requirements shall be subject to annual review and may be modified due to changes in Contractor's operations or exposures or necessitated by changes in legal requirements or insurance industry standard coverage.

24. **Non-Discrimination Practices (24 CFR 570.607)**

The MUNICIPALITY, engineer, architect, consultant, contractor, subcontractor, supplier, or any other person affiliated with the project performed under this contract will not discriminate against any employee or applicant for employment or receipt of benefits because of race, color, religion, sex, national origin, familial status (persons with children 18 years of age, including pregnant women), disability, and also to persons with special needs, on any CDBG funded project. All parties must comply with all provisions of Executive Order 11063, and the rules, regulations, and relevant orders of the Secretary of Labor. Noncompliance with the nondiscrimination rules, regulations, or orders, may be the result of the contract's cancellation, termination, or suspension.

If assignment and/or subcontracting have been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in individual services binding upon each contractor or subcontractor. The MUNICIPALITY shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

25. **Assurances** (24 C.F.R. Parts 6, 8, 146, and 570)

As a condition for the award of a CDBG Grant from the COUNTY, the MUNICIPALITY assures us that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, and national origin.
- B. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which prohibits discrimination on the bases of race, color, national origin, religion, or sex.
- C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- D. The Age Discrimination Act of 1975, as amended, prohibits discrimination based on age.

The MUNICIPALITY assures us that it will comply with 24 C.F.R. Parts 6, 8, 146, and 570, and all other regulations implementing the laws listed above. The MUNICIPALITY understands that the United States has the right to seek judicial enforcement of this assurance.

26. **Labor Standards** (24 CFR 570.603)

All laborers and mechanics employed by contractors or subcontractors on construction work more than \$2,000 and financed in whole or in part with CDBG funds must be paid "prevailing wages" that have been determined in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a-276a-5). The Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) also applies to such activities. HUD requires original signatures on all certified payroll, mail to St. Clair County IGD, Attn: Public Services.

27. **Hold Harmless Clause:**

MUNICIPALITY agrees to protect, indemnify and save harmless the COUNTY any of its departments, agencies, officers or employees, all of whom while working within their respective authority, from all attorney's fees, costs, expenses and damages arising directly and exclusively out of any failure of MUNICIPALITY to comply with all applicable Federal and State laws and regulations as they may apply to this contract and all claims, suits, actions, costs, counsel fees, expenses, damages, judgment or decrees by reason of any injury to person or property directly and exclusively caused by MUNICIPALITY, its officers, agents, employees or independent contractors in the performance of any of the CDBG activities authorized under the ACT.

28. **Conflict of Interest** (24 CFR 570.611) (24 CFR 85.36)

No member, officer, or employee of the MUNICIPALITY, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any function or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

29. **Failure to Perform**

In the event of a failure by the MUNICIPALITY to comply with any terms or conditions of this contract or to provide in any manner activities or other performance as agreed herein, the COUNTY reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the contract, or prohibit the MUNICIPALITY

from incurring additional obligation of funds until the COUNTY is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the COUNTY'S right to suspend or terminate this contract. The COUNTY may consider performance under this contract when considering future awards.

30. **Suspension and Termination (24 CFR 570.503)**

The MUNICIPALITY agrees that the COUNTY may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this contract, if the MUNICIPALITY fails to comply with any terms or conditions of this contract, which include, but are not limited to, the following:

Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.

- A. Failure, for any reason, of the MUNICIPALITY to fulfill in a timely and proper manner its obligations under this contract.
- B. Ineffective or improper use of funds provided under this contract.
- C. Submission by the MUNICIPALITY to the COUNTY reports that are incorrect or incomplete in any material respect; or
- D. Failure to take satisfactory corrective action as directed by the COUNTY.

In accordance with 24 CFR 85.44, this contract may also be terminated for convenience by either the COUNTY or the MUNICIPALITY, as a whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. If funding from the Federal government is withdrawn, reduced, or limited in any way after the effective date of this contract but prior to its normal completion, the COUNTY may summarily terminate this contract as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement. Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this contract may be owed back to the COUNTY and the COUNTY may also declare the MUNICIPALITY ineligible for further participation in the CDBG program.

31. **Applicable Federal Laws**

The MUNICIPALITY agrees that the public policy stated in the following laws is understood and will be adhered to where CDBG funding exists:

- a. Section 109 Housing and Community Development Act of 1974 as amended (24 CFR 570.602) prohibition of discrimination in the Community Development Block Grant Program.
- b. Age Discrimination Act of 1975 as amended (42 USC 6101) (24 CFR Part 146)
- c. Section 504 of the Rehabilitation Act of 1973, as amended
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) 49 CFR Part 24; Final Rule February 3, 2005, (24) CFR 570.606)
- e. National Environmental Policy Act (42 USC 4321 et seq.) (24 CFR 570.604)
- f. Section 106 of the National Historical Preservation Act of 1966 as amended in 1992 (16 USC 470, et seq.); 24 CFR 570.202(d)
- g. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA)
- h. 24 CFR Part 570

- i. 24 CFR Part 84 and 85
- j. The Archaeological and Historic Preservation Act of 1974 (16 USC 469-a-a et seq.)
- k. Debarment and Suspension (24 CFR parts 21 and 24) (24 CFR Section 85.35 and 570.609), as applicable
- l. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- m. Drug-Free Workplace Act of 1988 (41 USC 701) (24 CFR part 23, subpart F)
- n. Labor Standards Requirements as set forth in 24 CFR Part 570.603, Subpart K, and HUD Regulations
 - 1. Section 3 of the Housing and Urban Development Act of 1968
 - 2. Davis-Bacon Act, as amended (40 USC 276a-7); and supplemented by U.S. Department of Labor regulations (29 CFR part 5)
 - 3. Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in U.S. Department of Labor Regulations (29 CFR part 3)
 - 4. The Fair Labor Standards Act of 1938, as amended (29 USC 201 et seq.)
 - 5. Occupational and Safety Health Act of 1997 (29 USC § 651 et seq.)
 - 6. The McNamara-O'Hara Service Contract Act of 1965 (P.L. 89-286, 79 Stat. 1034, 41 USC 351 et seq.)
 - 7. The Walsh-Healey Public Contracts Act (41 USC 35)
 - 8. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (24 CFR Part 1)
 - 9. Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (24 CFR Part 100-115).
 - 10. Executive Order 13201 including the Federal Property and Administrative Services Act, (40 USC 471, et seq.)
 - 11. Equal Employment Opportunity and minority business enterprise regulations established in 24 CFR part 570.904
 - 12. Employment and contracting opportunities (24 CFR part 135)
 - 13. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) (24 CFR 1) to include Local Government Assessment Tool issued by HUD on December 31, 2015, and announced by HUD on that same date in the Federal Register, at 80 FR 81840; Affirmatively Furthering Fair Housing (AFFH)
 - 14. False Activity or Action Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967)
- o. The Hatch Act (5 USC 7321-7326)
- p. National Environmental Policy of 1969 (42 USC 4321 et seq.) as amended
- q. Asbestos guidelines established in CPD Notice 90-44
- r. HUD Environmental Criteria and Standards (24 CFR Part 51)
- s. Flood Disaster Protection Act of 1973 (42 USC 4101-4128)
- t. Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.)
- u. National Flood Insurance Program (42 USC 5154a) (24 CFR 570.605)
- v. Clean Air Act (42 USC 7401 et seq.) as amended; particularly section 176(c) and (d), (42 USC 7506(c) and (d))
- w. Clean Water Act (42 USC 7401 et seq.) (40 CFR Parts 6, 61, and 93)
- x. Safe Drinking Water Act (P.L. 93-523)
- y. Lead-based Paint Poisoning Prevention Act (42 USC 4801 et seq.) (24CFR 570-608)
- z. Architectural Barriers Act of 1968 (42 USC 4151-4157)
- aa. Titles 1 through V of the Americans with Disabilities Act of 1990 (42 USC 12131; 47 USC 155,201,218 and 255) (ADA)
- bb. Community Economic Development Act of 1981, amended (42 USC 9801 et seq.)
- cc. Noise Control Act of 1972 (42 USC 4901) (24 CFR Part 51 Subpart B)
- dd. Revised Grant Administration Requirements (24 CFR 570.1) (April 1, 2007)
- ee. Resource Conservation and Recovery Act (RCRA) (42 USC 6901 et seq. of 1976)

- ff. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39
 - gg. Farmlands Protection Policy Act (P.L. 97-98) (7 CFR 658)
 - hh. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 USC 9601 et Seq.)
 - ii. The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 USC 9601 et seq.)
 - jj. Fair Housing Act (42 USCA 3601-3620) (24 CFR 100-115)
32. **Other Applicable Laws and Related Program Requirements**
MUNICIPALITY also agrees this project shall be implemented in accordance with all other applicable Federal, State, County, and municipal statutes and ordinances including but not limited to those specific to 24 CFR, local fire safety codes, building, housing, and zoning codes. Additionally, the agency/municipality must be in compliance with both federal and state taxes throughout the duration of the contract.
33. **Excessive Force (Section 519 of Public Law 101-140, 1990 HUD Appropriations Act)**
Section 519 of the 1990 HUD Appropriations Act prevents any award of CDBG funds unless the grantee has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within the jurisdiction of the municipality against any individuals engaged in nonviolent civil rights demonstrations. All CDBG entitlement recipients and MUNICIPALITYs are required to adopt and implement the following certification as a condition for funding: "In accordance with Section 519 of Public Law 101-140, 1990 HUD Appropriations Act, the MUNICIPALITY certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil right demonstrations".
34. **Environmental**
CDBG regulations require the preparation of a project Environmental Review Record (ERR) for environmental clearance before funds are expended or costs are incurred. The overall governing legislation is the National Environmental Policy Act (NEPA). Such action was performed for this project upon approval of the CDBG Public Facilities Application. All related ERR documentation is retained in the record files for this project. When applicable an Environmental Assessment (EA) has been performed by the engineering services provided by the MUNICIPALITY prior to the issuing of this contract and these records are also retained in the record files for this project.
- No HUD assistance is provided without completion of all necessary environmental requirements listed under 24 CFR Part 58.
35. **Additional Conditions for Religious Organizations (507.503(b)(6))**
A MUNICIPALITY that represents a religious or denominational organization and seeks to provide public services agrees to both the terms of this contract and additionally those provisions set forth in Attachment A of this Agreement.
36. **Citizens Participation (24 CFR 570.431)**
MUNICIPALITY is in agreement that provisions of the Citizens Participation Plan will be adhered to, as described under 24 CFR 570.431, assuring affected citizens, reasonable access to the intended projects and records. The Citizens Participation Plan is available on the COUNTY website at www.co.st-clair.il.us.

37. **Exhibits:**

It is understood and agreed that the Exhibits hereto attached are all the essential documents of this contract and are part thereof and that the MUNICIPALITY agrees to comply with all procedures found therein.

Exhibit A – Project Description

Exhibit B – Project Budget

Exhibit C – Timetable

Exhibit D – Fraud, Waste and Abuse Policy



St. Clair County Intergovernmental Grants Department
Community Development Division

VILLAGE OF CASEYVILLE

Program Year 2022 CDBG- DR Contract

Little Canteen Creek Flood Mitigation Levee Rehabilitation – 172 West Water St

This contract is hereby executed by the below signed, duly designated officials on behalf of the COUNTY and the MUNICIPALITY.

Village of Caseyville

MUNICIPALITY

ATTEST:

By: Cynthia Miller
Cynthia Miller

Title: VILLAGE CLERK

Date: MAY 21, 2025

(MUNICIPALITY Seal)



ATTEST:
TOM HOLBROOK
TOM HOLBROOK, COUNTY CLERK
ST. CLAIR COUNTY, ILLINOIS



Date: 06/12/2025

By: Kent Luebbers
Kent Luebbers

Title: Mayor

BY: MARK A. KERN
MARK A. KERN, CHAIRMAN
ST. CLAIR COUNTY, ILLINOIS

PY 2022 VILLAGE OF CASEYVILLE

EXHIBIT A

National Objective: Activity which benefits low- and moderate-income families

Section1: Project Description and Location

(Include quantitative data such as length, width, pipe sizes, material types, etc. and location of project. Attach map showing exact location and extent of planned project.)

PROJECT LOCATION: NEED TO BE SPECIFIC ON ADDRESS

The project is located at 172 West Water St, Caseyville, IL 62232.

PROJECT DESCRIPTION:

Redevelopment of the interior canal system includes increasing capacity. strengthening of the canal walls. and decreasing chokepoints such that the canal system can handle current and future expected capacity needs. The Project Plan schematic is shown as attached Exhibit A. The Project Plan provides for restructuring canal walls by changing the slope, shifting the center. and strengthening the walls by introducing sustainable soil. Additionally, the redesign will prevent the risk of rapid drawdown as detailed in attached Exhibit B. Land and/or flood rights will be acquired on each side of the canal as reasonably necessary to expand the canal, change the slope, and shift the center to accommodate stormwater needs. Additionally. The Project Plan includes (1) installation of 500' weir and spillway approximately 300' north of the railroad trestle - proposed schematic attached as Exhibit C; (2) replacing an existing pipe and extending 2 pipes along Little Canteen Creek; and (3) installation of channel to funnel overtopping water from spillway along the railroad right of way towards Black Lane. The Project Plan also includes (1) updating and expanding green spaces; (2) increasing resident recreational activities; and (3) introducing new and/or connecting to existing walking trails. The final plan is subject to acquisition of land and/or flood rights. Western part of the Little Canteen Creek Levee System from Illinois Route 157 to Interstate-255 immediately along the Little Canteen Creek / Harding Ditch. Approximately 9.450ft of the western end of Little Canteen Creek.

Special Provisions: YES X NO

During the environmental review process (see section 34 of this contract) the project location and description, as noted above, may be determined to be within or near a flood hazard area and/or wetland. In compliance with Executive order 11988, particularly section 2(a); 24 CFR Part 55, an 8 Step Process may have to be completed. As a result, the project funded under this contract must conform to compliance with state and local floodplain/wetland protection procedures where applicable.

Section 2: Description of How Project Will Be Accomplished

Include labor type, i.e., by contract labor, municipal labor, by a combination of both, or other means. (Municipal labor is not eligible for reimbursement with CDBG funds.) Identify how Minority Business Enterprise (MBE) will be utilized within the project.

- 1) This project will be accomplished through contract labor utilizing competitive bidding
YES X NO _____ OTHER _____
Municipal labor may include _____
- 2) Contractors and Subcontractors will use existing U.S. Department of Labor Area Wage Determination Rates under the Davis Bacon Act. MANDATORY
- 3) No less than fifteen percent (15%) of the contracted amount will be expended through an approved MBE, either through service, labor, materials, or any combination thereof.
YES X NO _____ OTHER _____
Type of work to be performed by MBE Unknown at this time
- 4) Land acquisition is required.
YES _____ NO X

Section 3: Project Benefit from Planned Improvement – National Objective

- 1) Number of (a) persons, (b) households in Low-Moderate Area to directly benefit from this project
a. 2,495 people
b. 500 households

Census Tract 5024.04/5034 Block Group 1/1 Low-Moderate Rate 76.60%/64.25%

- 2) Number of Low-Moderate Clientele (LMC) to be served 2,495
3) Number of Low-Moderate Income Jobs (LMJ) to be created N.A.

Section 4: Designated Person: The MUNICIPALITY must designate one person who will be the primary point of contact regarding all aspects of the planned project. This person should be the same one who approves and/or reviews all invoices, payrolls, etc. related to the project, completes all necessary reports and requests for payments.

Name: Kent Luebbers

Title: Village Mayor

Address: 909 South Main Street
Street

<u>Caseyville</u>	<u>Illinois</u>	<u>62232</u>
City	State	Zip Code

Telephone: Office: 618-344-1234

(Please note if the mailing address is different from the street address.)

PY 2022 VILLAGE OF CASEYVILLE

EXHIBIT B

Budget Estimate

PROJECT BUDGET AND FUNDING

- | | | |
|----|--|-------------------------|
| 1. | Project Budget | |
| | a. Construction Costs | \$ <u>7,053,234.95</u> |
| | b. Real Property Acquisition | \$ <u>750,000.00</u> |
| | c. Architect/Engineer (max 15% of expended CDBG Funds) | \$ <u>1,140,388.20</u> |
| | d. Other Cost | \$ <u>246,523.76</u> |
| 2. | Contingency (not to exceed 10% of grant total) | \$ <u>919,014.69</u> |
| 3. | Total Estimated Project Cost | \$ <u>10,109,161.60</u> |
| 4. | Source of Funds | |
| | e. CDBG -DR MID Funds*** | \$ <u>9,190,146.90</u> |
| | CDBG-DR Mitigation Fund (15%) | \$ <u>1,378,533.04</u> |
| | TOTAL CDBG-DR FUNDS | \$ <u>9,190,146.90</u> |
| 5. | Other Funds: (SPECIFY) | |
| | <u>St Clair County Parks Grant 2024</u> | \$ _____ |
| | <u>3rd Party Contractors (May 2023-now)</u> | \$ _____ |
| | <u>Village Expenses to Date</u> | \$ _____ |
| | <u>Millennia Levee Study</u> | \$ _____ |
| | _____ | \$ _____ |
| | Total Other Funds | \$ _____ |
| | f. Municipal Funds | \$ <u>919,014.69</u> |
| | g. TOTAL PROJECT FUNDS | \$ <u>10,019,161.60</u> |

6. Cost Breakdown

A.	Professional Services	CDBG Funds	Municipal Funds
	Architect/Engineer	<u>\$ 246,523.75</u>	<u>\$</u>
	Consultant of expended funds	<u>\$ 1,140,388.20</u>	<u>\$ 270,000.00</u>
	Total	<u>\$ 1,386,911.95</u>	<u>\$</u>
B.	Construction	<u>\$ 7,053,234.95</u>	<u>\$</u>
	Contingency	<u>\$</u>	<u>\$</u>
	Total	<u>\$ 7,053,234.95</u>	<u>\$ 649,014.70</u>
C.	Acquisition	<u>\$ 750,000.00</u>	<u>\$</u>
	Total	<u>\$ 750,000.00</u>	<u>\$</u>
D.	MBE (15% of total B)	<u>\$ 1057985.24</u>	<u>\$</u>
	non-MBE	<u>\$ 5995249.71</u>	<u>\$</u>
TOTAL of A, B, and C		<u>\$9,190,146.90</u>	<u>\$ 919,014.70</u>

6. TOTAL CDBG Funds and Other Funds \$ 10,109,161.00

*The cost for Village/City/Township labor, materials, or equipment will not be eligible for reimbursement from CDBG funding.

Program Year 2022 VILLAGE OF CASEYVILLE

EXHIBIT C

Estimated Timetable/Performance Measures

	<i><u>Estimated Date</u></i>
A. Community Development Contract Executed	<u>06/01/2025</u>
B. Architect/Engineer Contract Executed	<u>06/23/2025</u>
C. Secure Project Easements – If Applicable (Easements must be settled before the project is bid)	<u>02/27/2026</u>
D. Plans and Specifications Submitted to IGD for review	<u>02/27/2026</u>
E. Advertise for Bids (estimated)	<u>03/31/2026</u>
F. Award Date of Project (estimated)	<u>04/24/2026</u>
G. Estimated Start Date of Construction	<u>05/22/2026</u>
H. Estimated Completion Date of Construction	<u>04/30/2027</u>
I. Contract Expiration Date	<u>6/30/2027</u>

Note: All dates are intended as project guidelines. Any later dates deviating from this schedule must be cleared in writing from the County.

ATTACHMENT A

Contractual Provisions to be Included in CDBG Agreements With Religious Organizations to Provide Public Services

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with CDBG funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Provider:

1. Represents that it is or may be deemed to be a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization.
2. Agrees that, in connection with such public services:
 - a. It will not discriminate against any employee or applicant for employment based on religion and will not limit employment or give preference in employment to people based on religion.
 - b. It will not discriminate against any person applying for such public services based on religion and will not limit such services or give preference to people based on religion.
 - c. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
 - d. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and
 - e. CDBG funds may not be used to acquire, construct, or rehabilitate properties used for primarily religious purposes or to promote religious interests regardless of the use of the property except under specific circumstances.