

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Tom Carpenter
Robert Kaiser
Dana Miller
Ray Matchett, Jr.
Lisa Meehling
Mike Blaies

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR
Matt Trout

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

VILLAGE ENGINEER
Tim Pruett, P.E.

VILLAGE ATTORNEY
Keck Brown, P.C.

THE PUBLIC CAN PARTICIPATE THROUGH THE ZOOM CLOUD MEETING APPLICATION AND CLICKING ON THE FOLLOWING LINK:

Meeting ID 447 872 7673

Join URL: <https://us02web.zoom.us/j/4478727673>

We ask the public to mute their phone or mic until Public Participation
If you have any questions, please contact Matt Trout at mtrout@freeburg.com

December 8, 2025

NOTICE MEETING OF THE PUBLIC PROPERTY COMMITTEE (Streets/Municipal Center/Pool/Parks & Recreation) (Matchett/Carpenter/Kaiser/Miller)

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, December 10, 2025 at 6:00 p.m.**

PUBLIC PROPERTY COMMITTEE MEETING AGENDA

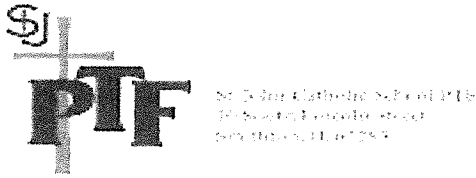
SWIMMING POOL:

- A. Old Business
- B. New Business
 - 1. St. John the Baptist School Donation Request

- A. Old Business
 - 1. Approval of November 12, 2025 Minutes
 - 2. Drainage Problem Areas/Stormwater Run-Off
 - 3. Customer Issues
 - 4. MFT
 - 5. Saturn Terrace
 - 6. Leaf Truck
- B. New Business
 - 1. Community Development Block Grant (CDBG) Year 2025
 - 2. St. Clair County Parks Grant
 - 3. Streets Crew Worker Position
- C. General Concerns
- D. Public Participation
- E. Adjourn

At said Public Property Committee Meeting, the Village Trustees may vote on whether or not to hold an Executive Session to discuss potential litigation [5 ILCS, 120/2 - (c)(11)]; the selection of a person to fill a public office [5 ILCS, 120/2 - (c) (3)]; personnel [5 ILCS, 120/2 - (c) (1)]; real estate transactions [5 ILCS, 120/2-(c)(5)] or collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2-(c)(5)].

VILLAGE BOARD OF TRUSTEES MEETINGS ARE HELD ON THE FIRST AND THIRD MONDAY OF EVERY MONTH



Dear Friend of St. John the Baptist School,

On behalf of the St. John the Baptist School Parent, Teacher, and Friends Organization, we would like to invite you to consider supporting our 27th annual school fundraiser on March 7, 2026. As our primary fundraising event of the year, welcoming school friends and families, parishioners, and community members, our Dinner Auction includes a catered dinner, silent auction, and a live oral auction. Our goal is to make our 27th year our best yet!

For over 150 years, St. John's staff has been dedicated and highly involved in providing a quality education with current curriculum, resources, and instructional practices. With your continued support the proceeds from the event are used to update and increase technology, maintain current curriculum learning standards, maintain our facilities, and improve educational opportunities for our students.

Will you please consider supporting our auction with a donation of goods, services, or gift certificates? The financial success of our event truly depends on donations from businesses in our community. In exchange for your tax deductible gift, your business will receive excellent community exposure and positive advertising, which includes a listing in our auction publications such as Facebook, print materials, and the online auction website that is open to all. We partner with GiveSmart, a mobile auction bidding site, that allows us the ability to feature your business name and information on our interactive platform. Your logo will be displayed with links to your website in addition to your branded logo being featured at the top and bottom of every page among the posted auction items to give you maximum exposure.

If you would like to participate, please fill out the enclosed donation sheet and return it with your donation to:

St. John's Auction Committee
101 Stoerger Street
Smithton, IL 62285

Or you can visit <http://stjcaribbean.givesmart.com> to complete an on-line donation form. Our PTF members are available to pick up donations at your request by contacting Emily Schilling at 815.970.2462 or ptf@stjohnsschool.us.

Thank you for opening your hearts and sharing your resources. The unique educational opportunities we offer our children are only possible with the support of generous businesses and individuals like you. May God bless you for your support.

Sincerely,
St. John the Baptist School Auction Committee
ptf@stjohnsschool.us

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Matchett/Carpenter/Kaiser/Miller)
Wednesday, November 12, 2025 at 6:00 p.m.

The meeting of the Public Property Committee was called to order at 6:08 p.m., on Wednesday, November 12, 2025, by Chairman Ray Matchett. Members present were Chairman Ray Matchett, Trustee Tom Carpenter, Trustee Bob Kaiser, Trustee Dana Miller, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Mike Blaies, Trustee Lisa Meehling, Village Attorney Fred Keck, Public Works Director John Tolan, Crew Leader Bob Jenkins, Police Chief Mike Schutzenhofer, Village Administrator Matt Trout, Village Engineer Tim Pruett, and Office Manager Mary Downen. Guest present: Janet Baechle. Guests present via Zoom: None.

POOL:

A. OLD BUSINESS: None.

B. NEW BUSINESS: None.

STREETS:

A. OLD BUSINESS:

1. Approval of October 15, 2025 Minutes: Trustee Dana Miller motioned to recommend to the full Board approval of the October 15, 2025 minutes, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.
2. Drainage Problem Areas/Stormwater Run-Off: Crew Leader Bob Jenkins said they completed the work on Sleeping Indian and Village Engineer Tim Pruett added it still needs some work but we are limited to access.
3. Customer Issues: Crew Leader Jenkins said there was an issue on Draco Dr. The manhole is in the driveway and the concrete is broken up around it. They looked at the manhole and it is fine, he feels that it is an issue with the driveway.
4. MFT: None.
5. Saturn Terrace: Tim said there will be a vacation hearing on December 1st vacating the two streets at Saturn Terrace. We asked for easements on both side of the street as we will need access. Village Administrator Matt Trout added once we get through some of these other projects, we can get out there and shoot some of the curbs.

B. NEW BUSINESS:

1. Smithton Athletic Association Donation Request: The committee agreed to donate a 10-day pool pass.

Crew Leader Jenkins said they finished up the brush cutting on the right of ways. They are working on curb replacement on Kristie Lynn. They continue working on work orders. Leaf program is in progress and the new machine is doing great.

Matt went over the emergency action plan.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Dana Miller motioned to adjourn the meeting at 6:24 p.m., and Trustee Bob Kaieser seconded the motion. All voting yea, the motion carried.*



Mary Downen
Office Manager



St. Clair County

INTERGOVERNMENTAL GRANTS DEPARTMENT

RECEIVED

NOV 24 2025

November 19, 2025

Village of Freeburg
Mayor Speiser
14 Southgate Center
Freeburg, IL 62243

RE: Program Year 2025 CDBG Public Facilities Contract

Dear Mayor Speiser:

Enclosed please find the Community Development Block Grant (CDBG) Contract(s) for Program Year 2025 (PY 2025) for Village of Freeburg. The PY 2025 funding is for the "ADA Handicap Accessible Sidewalks and Ramps – Various Locations" project.

Please review the enclosed PY 2025 CDBG contract(s), sign in the designated area on page 15, have your clerk attest your signature, place seal, and return the Contract document to my attention. Please make a copy to retain for the Village records before returning the contract. **Do not proceed with this project** until you get an email confirming that I received the signed copy of the executed contract back.

Your immediate attention to this matter is greatly appreciated. Should you have any questions or comments you may contact me at 618-825-3211 or llud@co.st-clair.il.us.

Sincerely,

Lisa Ludwig

Lisa Ludwig
HRC/CDBG Program Assistant II
St. Clair County IGD
19 Public Square, Suite 200
Belleville, IL 62220



St. Clair County

INTERGOVERNMENTAL GRANTS DEPARTMENT

COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR 2025 PUBLIC FACILITY CONTRACT
ST. CLAIR COUNTY, ILLINOIS

This contract, entered into this ____ day of _____, 20__ by and between St. Clair County, Illinois (hereinafter referred to as COUNTY) and VILLAGE OF FREEBURG, Illinois (hereinafter referred to as MUNICIPALITY), is for the purpose of conducting the Community Development public facility activities of Program Year 2025 (PY 2025) with the Project Title ADA Handicap Accessible Sidewalks and Ramps – Various Streets 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
- 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 (2 CFR 200.308) (2 CFR 200.403)**

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 inform, 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 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's 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 (24 CFR 570.427)**

Either the COUNTY or the MUNICIPALITY may request, in writing, changes that are specific to this contract. If such amendment results in: 1) change in funding, 2) scope of work/services, 3) schedule of activities, or 4) the number of targeted populations benefitting, 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 (2 CFR 200.305)

CDBG funds utilized for this contract shall be expended only for 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) (2 CFR 200.307)

Program income means gross income received by the MUNICIPALITY directly from the award of CDBG funds or earned only because 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) (2 CFR 200.501 and 2 CFR 200.334)**
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) (2 CFR 200.311)**
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, in excess of \$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 (2 CFR 200.328 and 2 CFR 200.334)**
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) (2 CFR 200.302) (2 CFR 200.334)**
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 (2 CFR 200.334 and 24 CFR 570.502)**
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 (2 CFR 200.334)**
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 2 CFR 200.317 200-326. 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 payroll.
15. **Competitive Sealed Bids (Formal Advertisement, (2 CFR 200.320)**
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 (2 CFR 200.320)**

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)**

If applicable, compliance with Section 3 of the Housing and Urban Development Act of 1968 is required wherever HUD financial assistance is expended for housing or community development. To the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area. Section 3 residents include public housing residents, and low- and – very low-income peoples who live in the metropolitan area or non-metropolitan county where the HUD assisted project is located.

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 persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. 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 (2 CFR 200.213)**

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". 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 2 CFR 200.318(C) and 2 CFR 200.323 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 (2 CFR 200.320)**

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 2 CFR 200.318(C) and 2 CFR 200.323 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 2 CFR 200 (317 through 327)**

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 into 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) (2 CFR 200.321)**

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 IGD/CD has set an overall goal of fifteen percent (15%) for the Minority Business Utilization Rate. The CDBG Public Facilities Project shall include, to the maximum extent possible, the use of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services in all contracts entered into as a result of the CDBG funding.

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 (2 CFR 200.326)**

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 coverage 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 11246, and the rules, regulations, and relevant orders of the Secretary of Labor. Noncompliance with the nondiscriminatory rules, regulations, or orders may be the result in 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 to the award of a CDBG Grant from the COUNTY, the MUNICIPALITY assures 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
- D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age
- E. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (families with children under 18, including pregnancy and seeking legal custody), and disability

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) (2 CFR 200.318)**

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 2 CFR 200.339 and 2 CFR 200.341, including but not limited to suspension or termination of this contract, if the MUNICIPALITY materially 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
- D. Failure to take satisfactory corrective action as directed by the COUNTY

In accordance with 2 CFR 200.340, this contract may also be terminated for convenience by either the COUNTY or the MUNICIPALITY, in 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. In the event that 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 – Community Development Block Grants
- i. 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award
- j. The Archaeological and Historic Preservation Act of 1974 (16 USC 469-a-a et seq.)
- k. Debarment and Suspension (2 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 1977 (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) Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (24 CFR Part 100-115);

9. Executive Order 13279 including the Federal Property and Administrative Services Act, (40 USC 471, et seq.)
10. Equal Employment Opportunity and minority business enterprise regulations established in 24 CFR part 570.904
11. Employment and contracting opportunities (24 CFR part 135)
12. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) (24 CFR 1)
13. 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 24 CFR 5.109, Executive Order 13279**

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 essential documents of this contract and are part thereof and that the MUNICIPALITY agrees to comply with all the procedures found therein.

- **Exhibit A** – Project Description
- **Exhibit B** – Project Budget
- **Exhibit C** – Timetable



St. Clair County Intergovernmental Grants Department
Community Development Division

VILLAGE OF FREEBURG

Program Year 2025 CDBG Public Facilities Contract

ADA Handicap Accessible Sidewalk and Ramps – Various Locations

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

Village of Freeburg
MUNICIPALITY

ATTEST:

By: _____
Jerry Lynn Menard


By: _____
Seth Speiser

Title: VILLAGE CLERK


Title: Mayor

Date: _____

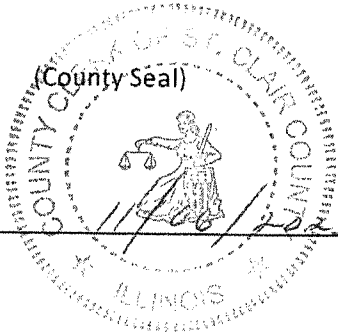
(MUNICIPALITY Seal)

ATTEST BY:


TOM HOLBROOK, COUNTY CLERK
ST. CLAIR COUNTY, ILLINOIS



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



Date: 11/06/2025

PY 2025 VILLAGE OF FREEBURG - 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 will be located at Various locations around town; SW Old Fayetteville Rd & Park St, SE Old Fayette Rd & Meyer Rd, NE State St & Hill St, NE State St & Hill Rd, SE of S State St & Hill St, NE S Cherry St & Hill St, NW s Cherry St & Hill St, NE S Vine & E. Washington St, Ne S Edison St & White St, NE Belleville St & W. White St, NW Belleville St & W White St, SW S. Monroe St and W White St, SW S Monroe St & W. White St, SE N Main and Phillips; SE N Monroe St. & W Phillips, SW N Belleville St & W Phillips all in Freeburg, IL 62243

PROJECT DESCRIPTION:

Project scope will include Add ADA accessible ramps at 16 locations that currently don't have them, the existing ramps do not meet ADA Accessibility Code or are in bad condition. Add 16 ADA accessible ramps, sidewalk approaches and approximately 160 feet of new sidewalk. All sidewalks will be a minimum of 4' wide with a minimum cross slope of 2.0%. The sidewalk will be extended to their appropriate side street, and a detectable warning will be placed at all street locations. Sidewalk will be 4" in depth except at driveway where a 6" depth will be used to manage heavier loads. Tree roots may be pruned to prevent sidewalk upheaval.

Special Provisions: YES _____ NO X

During the environmental review process (see section 33 of this contract) the project location and description, as noted above, was 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 has been completed by the County. 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 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. 160 persons
 - b. 50 households

Census Tract _____ Block Group _____ Low-Moderate Rate Survey

- 2) Number of Low-Moderate Clientele (LMC) to be served N.A.
- 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: Seth Speiser

Title: Mayor

Address: 14 Southgate Center
Street

Freeburg Illinois 62243
City State Zip Code

Telephone: Office: 618-539-5545

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

Program Year 2025 VILLAGE OF FREEBURG - EXHIBIT C
Estimated Timetable/Performance Measures

	<u>Estimated Date</u>
A. Community Development Contract Executed	<u>01/16/2026</u>
B. Architect/Engineer Contract Executed	<u>02/04/2026</u>
C. Secure Project Easements – If Applicable (Easements must be settled before project is bid)	<u>02/23/2026</u>
D. Plans and Specifications Submitted to IGD for review	<u>03/17/2026</u>
E. Advertise for Bids (estimated)	<u>04/24/2026</u>
F. Award Date of Project (estimated)	<u>05/29/2026</u>
G. Estimated Start Date of Construction	<u>06/19/2026</u>
H. Estimated Completion Date of Construction	<u>09/25/2026</u>
I. Contract Expiration Date	<u>06/30/2027</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 persons 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 persons 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
 - 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

RECEIVED

ST. CLAIR COUNTY PARKS GRANT COMMISSION DEC 01 2025



10 Public Square • Room B561 • Belleville, Illinois 62220-1623

MARK KERN
COUNTY BOARD CHAIRMAN

(618) 277-6600
FAX: 825-2740

COMMISSION MEMBERS
HERBERT SIMMONS, CHAIRMAN
MICHAEL TODD, VICE-CHAIRMAN
JERRY ALBRECHT
RICHARD BATTAS
DAWN KEYS

November 26, 2025

Tim Pruett
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

RE: **Notice of Award** – Project No.: FR2025

Dear Mr. Pruett:

Thank you for submitting your recent grant application to the St. Clair County Parks Grant Commission. Your request for Basketball Goal, Shade Structures, Ventilation System, & Adaptive Swing has been approved for **\$40,000**.

We received 26 requests for consideration and this cycle we were able to fund 24 requests, totaling \$882,099.26. The members of the Parks Grant Commission reviewed each proposal on November 13, 2025 and their recommendations received approval from the Property & Recreation Committee, with final approval by the St. Clair County Board on November 24, 2025.

Congratulations on being one of the St. Clair County Parks Grant recipients! Enclosed are two copies of the contract for the project. Please 1) complete contractual Exhibits A, B, and C, 2) have both copies signed by the chief executive officer of your organization and 3) return both for county officials' signature. Once the contracts have been signed, one copy will be returned to you for your files. **Both contracts must be returned no later than January 15, 2026.** **THIS IS NOT AN AUTHORIZATION TO PROCEED.** Expenses incurred prior to contract execution will be the responsibility of the grantee.

PLEASE REMEMBER THE EQUIPMENT FUNDED BY THIS GRANT IS FOR PARK USE ONLY.

Should you have any questions, please contact Sami Gruberman, Executive Secretary at (618) 825-2203 or at Samantha.Gruberman@co.st-clair.il.us.

Sincerely,

MARK A. KERN, Chairman
St. Clair County Board

MAK:sg

**ST. CLAIR COUNTY PARKS GRANT COMMISSION
CONTRACT
ST. CLAIR COUNTY, ILLINOIS**

This Contract, entered into this ____ day of _____, 20____ by and between **St. Clair County, Illinois** (hereinafter called the **COUNTY**) and the **Village of Freeburg** hereinafter called **GRANTEE**, is for the purpose of conducting the park and recreation activities of **Funding Cycle 31 – Project Number FR2025 – Basketball Goal, Shade Structures, Ventilation System, & Adaptive Swing- \$40,000** as enumerated under Section 30 of the Metro East Park & Recreation District Act, 70 ILCS 1605, hereinafter called the **ACT**.

WHEREAS, the COUNTY has funds authorized under the Metro East Park & Recreation District Act for park and recreation purposes.

WHEREAS, the COUNTY and GRANTEE desire to undertake cooperative park and recreation projects in accordance with the ACT,

THEREFORE, the COUNTY and GRANTEE agree as follows:

1. **Legal Authority**

The GRANTEE hereby certifies to the COUNTY that the GRANTEE has the legal authority to undertake the proposed project.

2. **Grantee Boards Approval**

The GRANTEE further certifies that its legislative body (township board, city and village council, etc.) has approved all resolutions necessary for the implementation of this contract.

3. **Grantee Responsibilities**

a. **Performance:**

The GRANTEE assumes responsibility for the implementation of the project herein described and shall perform all required services in a satisfactory and proper manner as determined by the COUNTY.

b. **Time Limitations:**

The services of the GRANTEE are to commence upon formal approval of this Contract. The described services shall be undertaken and completed within one (1) year from the date of the approval of the Contract. Project stages are to be completed in accordance with timetable submitted by GRANTEE, designated in Exhibit C.

c. **Extensions:**

Only written requests for contract extensions, for good cause shown, will be accepted. Such requests for contract extensions will be subject to the approval of COUNTY. The GRANTEE will be notified of the COUNTY'S decision to either approve or disapprove the request, in writing. Under no circumstances will project be extended beyond eighteen (18) months of the execution of this Contract. All remaining funding will be subject to reprogramming toward other St. Clair County Parks Grant Committee eligible activities.

4. **Fund Limitation**

The GRANTEE agrees that any cost exceeding the Project Budget Estimate contained in Exhibit B shall be borne by the GRANTEE. The COUNTY'S responsibility to provide funds is limited to the amount of St. Clair County Parks Grant Commission funds received by the COUNTY that are committed to that portion of the project described in Exhibits A and B.

5. **Fund Application:**

St. Clair County Parks Grant Commission funds provided for this project shall be utilized only for actual project costs. The COUNTY will not disburse monies to the GRANTEE for anticipated project costs. Actual payments may be made directly to the appropriate vendor at the written request of the GRANTEE with presented invoiced receipts.

6. **Suspension and Termination:**

The GRANTEE agrees that the COUNTY can suspend or withdraw all project funds in accordance with Federal statutes, guidelines, rules and regulations, state criminal and civil laws and Contract terms. In the event that the COUNTY should identify any potential violation or discrepancy in GRANTEE's procedures that might conflict with any of the aforementioned stipulations, the COUNTY reserves the right to withhold payments until the potential violations or discrepancies are resolved to the satisfaction of COUNTY.
7. **Grant Criteria:**

The GRANTEE hereby agrees that all applicable federal, state, and local laws will be adhered to in the execution of this contract and acknowledges that the St. Clair County Parks Grant Commission Program requires that GRANTEE's projects meet one or more of the following criteria:

 - a. Increase park safety.
 - b. Provide neighborhood and community trails and enhances access to public areas for the disabled.
 - c. Improve, restore or expand parks.
 - d. Fill a documented recreational need for the community and surrounding area.
8. **Applicable Laws:**

GRANTEE also agrees this project shall be implemented in accordance with all other applicable Federal, State, County and municipal statutes and ordinances.
9. **Right of Access:**

The COUNTY, 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 such period of time that GRANTEE is required to preserve such records.
10. **Accounting System:**

GRANTEE agrees to establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards. GRANTEE agrees to maintain books, records, documents and other evidence sufficient to reflect properly all direct and indirect costs incurred during the performance of this Contract. In addition, GRANTEE agrees to prepare and maintain such documents and reports as may be required by COUNTY for preparation of reports.
11. **Amendments:**

Contract alterations of the project, for good cause shown, may be requested by either the COUNTY or the GRANTEE. If mutually agreed upon, the changes shall be incorporated in a written amendment to this Contract.
12. **"Harmless" Clause:**

GRANTEE agrees to protect, indemnify and hold harmless the COUNTY from all attorney's fees, costs, expenses and damages arising directly and exclusively out of any failure of GRANTEE to comply with all applicable Federal, State laws and regulations as they may apply to this Contract and all claims, suits, actions, costs, counsel's fees, expenses, damages, judgment or decrees by reason of any injury to persons or property directly or indirectly caused by GRANTEE, its officers, agents, employees or independent contractors in the performance of any St. Clair County Parks Grant Commission projects.
13. **Direct Involvement Prohibited:**

No member, officer or employee of the GRANTEE, 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 project 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.
14. **Reversion of Assets:**

GRANTEE agrees that, upon the expiration and fulfillment of this Contract, any unexpended St. Clair County Parks Grant Commission funds, shall be returned to the COUNTY within thirty (30) days (if applicable).

15. **Use of Real Property:**

GRANTEE agrees that any real property within the recipients' control, which is either acquired or improved, in whole or in part, using St. Clair County Parks Grant Commission funds shall be subject to the following standards.

- a. GRANTEE may not change the planned use of any subject acquired property from that for which it was originally intended, and
- b. The new use must meet grant criteria, and
- c. 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 St. Clair County Parks Grant Commission shall be reimbursed an amount equal to the Fair Market Value of the property, after which the property no longer will be subject to any St. Clair County Parks Grant Commission requirements.

16. **Competitive Services:**

The GRANTEE hereby agrees that all contractual services will be competitively procured.

17. **Exhibits:**

It is understood and agreed that the Exhibits hereto attached are all essential documents of this Contract and are hereby made a part thereof and that the GRANTEE agrees to comply with all procedures found therein.

- Exhibit A- Project Description
- Exhibit B- Project Budget
- Exhibit C Project Timetable

This Contract is hereby executed by the below signed duly designated officials on behalf of the GRANTEE and the COUNTY.

ATTEST:

By: _____
Title: _____
Date: _____

GRANTEE SIGNATURE

By: _____
Title: _____

The terms and provisions of this Contract are fully authorized under Federal, State and local law.

GRANTEE'S ATTORNEY

PRINTED NAME

ST. CLAIR COUNTY, ILLINOIS

By:

MARK A. KERN, CHAIRMAN
ST. CLAIR COUNTY BOARD

ATTEST:

THOMAS HOLBROOK, COUNTY CLERK
ST. CLAIR COUNTY, ILLINOIS

(County Seal)

DATE: _____

EXHIBIT A

Section 1: **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. Attach additional sheets for requested information as may be necessary.)

PROJECT LOCATION:

PROJECT DESCRIPTION:

Section 2: **Description of How Project Will Be Accomplished**

(Include labor type, i.e. all by contract labor, by municipal labor, by a combination of above or other means. Estimated timetable, i.e. contract award, start of construction and project completion dates.)

- a. Project timetable is imperative, See Exhibit "C".
- b. No Land Acquisition is required.
- c. Municipal labor shall not be eligible for reimbursement.

Section 3: **Designated Person.** The GRANTEE 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.

Designated Person:

Name: _____
Title: _____
Address: _____
City _____ State _____ Zip _____
Telephone: _____
E-Mail: _____

Designated Contact Person for COUNTY:

Name: SAMI GRUBERMAN
Title: EXECUTIVE SECRETARY
Address: #10 PUBLIC SQUARE
BELLEVILLE, IL 62220
Telephone: (618) 825-2203
E-Mail: samantha.gruberman@co.st-clair.il.us

EXHIBIT B

BUDGET

(Account For Total Project Costs)

1. **Project Cost Summary**

- a. SCC Parks Grant Commission \$ _____
- b. Other Funds Required \$ _____ \$ _____ \$ _____
- Source of Other Funds (*Specify Each Source of Other Funds*) _____
- c. Total Estimated Project Cost \$ _____

2. **GRANTEE (In-House) Costs**

Project Costs

	Parks Grant Funds	Other Funds
a. <u>Donated Labor</u>	\$ 0.00	\$ _____
b. <u>Capital Expenditures</u>		
Construction Materials and Supplies	_____	_____
Installed Equipment	_____	_____
Real Property Acquisition	0	_____
TOTAL	_____	_____

3. **Contractual Costs**

- a. Rental Equipment _____

Project Costs

	Parks Grant Funds	Other Funds
b. <u>Professional Services</u>		
Architect/Engineer	_____	_____
c. <u>Construction</u>		
Contract #1	_____	_____
Contract #2	_____	_____
4. TOTAL (SCC Parks Grant Commission Funds)	_____	_____
5. Combined (Estimated) Project Cost	_____	

**The costs of reimbursement for Village/City/Township labor, materials or equipment will not be eligible.*

EXHIBIT C

TIMETABLE

- A. ST. CLAIR COUNTY PARKS GRANT COMMISSION CONTRACT EXECUTED: _____
- B. A/E CONTRACT EXECUTED: _____
- C. PLANS AND SPECIFICATIONS SUBMITTED, NO LATER THAN: _____
- D. ADVERTISE FOR BIDS: _____
- E. AWARD OF PROJECT: _____
- F. ESTIMATED START OF CONSTRUCTION: _____
- G. ESTIMATED COMPLETION OF CONSTRUCTION: _____
- H. CONTRACT EXPIRATION DATE: _____

All other dates are intended as mandatory project guidelines.

Any later dates deviating from this schedule must be cleared, in writing, from the County.

**ST. CLAIR COUNTY PARKS GRANT COMMISSION
CONTRACT
ST. CLAIR COUNTY, ILLINOIS**

This Contract, entered into this _____ day of _____, 20____ by and between **St. Clair County, Illinois** (hereinafter called the **COUNTY**) and the **Village of Freeburg** hereinafter called **GRANTEE**, is for the purpose of conducting the park and recreation activities of **Funding Cycle 31 – Project Number FR2025 – Basketball Goal, Shade Structures, Ventilation System, & Adaptive Swing- \$40,000** as enumerated under Section 30 of the Metro East Park & Recreation District Act, 70 ILCS 1605, hereinafter called the **ACT**.

WHEREAS, the COUNTY has funds authorized under the Metro East Park & Recreation District Act for park and recreation purposes.

WHEREAS, the COUNTY and GRANTEE desire to undertake cooperative park and recreation projects in accordance with the ACT,

THEREFORE, the COUNTY and GRANTEE agree as follows:

1. **Legal Authority**
The GRANTEE hereby certifies to the COUNTY that the GRANTEE has the legal authority to undertake the proposed project.
2. **Grantee Boards Approval**
The GRANTEE further certifies that its legislative body (township board, city and village council, etc.) has approved all resolutions necessary for the implementation of this contract.
3. **Grantee Responsibilities**
 - a. **Performance:**
The GRANTEE assumes responsibility for the implementation of the project herein described and shall perform all required services in a satisfactory and proper manner as determined by the COUNTY.
 - b. **Time Limitations:**
The services of the GRANTEE are to commence upon formal approval of this Contract. The described services shall be undertaken and completed within one (1) year from the date of the approval of the Contract. Project stages are to be completed in accordance with timetable submitted by GRANTEE, designated in Exhibit C.
 - c. **Extensions:**
Only written requests for contract extensions, for good cause shown, will be accepted. Such requests for contract extensions will be subject to the approval of COUNTY. The GRANTEE will be notified of the COUNTY'S decision to either approve or disapprove the request, in writing. Under no circumstances will project be extended beyond eighteen (18) months of the execution of this Contract. All remaining funding will be subject to reprogramming toward other St. Clair County Parks Grant Committee eligible activities.
4. **Fund Limitation**
The GRANTEE agrees that any cost exceeding the Project Budget Estimate contained in Exhibit B shall be borne by the GRANTEE. The COUNTY'S responsibility to provide funds is limited to the amount of St. Clair County Parks Grant Commission funds received by the COUNTY that are committed to that portion of the project described in Exhibits A and B.
5. **Fund Application:**
St. Clair County Parks Grant Commission funds provided for this project shall be utilized only for actual project costs. The COUNTY will not disburse monies to the GRANTEE for anticipated project costs. Actual payments may be made directly to the appropriate vendor at the written request of the GRANTEE with presented invoiced receipts.

6. **Suspension and Termination:**

The GRANTEE agrees that the COUNTY can suspend or withdraw all project funds in accordance with Federal statutes, guidelines, rules and regulations, state criminal and civil laws and Contract terms. In the event that the COUNTY should identify any potential violation or discrepancy in GRANTEE's procedures that might conflict with any of the aforementioned stipulations, the COUNTY reserves the right to withhold payments until the potential violations or discrepancies are resolved to the satisfaction of COUNTY.
7. **Grant Criteria:**

The GRANTEE hereby agrees that all applicable federal, state, and local laws will be adhered to in the execution of this contract and acknowledges that the St. Clair County Parks Grant Commission Program requires that GRANTEE's projects meet one or more of the following criteria:

 - a. Increase park safety.
 - b. Provide neighborhood and community trails and enhances access to public areas for the disabled.
 - c. Improve, restore or expand parks.
 - d. Fill a documented recreational need for the community and surrounding area.
8. **Applicable Laws:**

GRANTEE also agrees this project shall be implemented in accordance with all other applicable Federal, State, County and municipal statutes and ordinances.
9. **Right of Access:**

The COUNTY, 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 such period of time that GRANTEE is required to preserve such records.
10. **Accounting System:**

GRANTEE agrees to establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards. GRANTEE agrees to maintain books, records, documents and other evidence sufficient to reflect properly all direct and indirect costs incurred during the performance of this Contract. In addition, GRANTEE agrees to prepare and maintain such documents and reports as may be required by COUNTY for preparation of reports.
11. **Amendments:**

Contract alterations of the project, for good cause shown, may be requested by either the COUNTY or the GRANTEE. If mutually agreed upon, the changes shall be incorporated in a written amendment to this Contract.
12. **"Harmless" Clause:**

GRANTEE agrees to protect, indemnify and hold harmless the COUNTY from all attorney's fees, costs, expenses and damages arising directly and exclusively out of any failure of GRANTEE to comply with all applicable Federal, State laws and regulations as they may apply to this Contract and all claims, suits, actions, costs, counsel's fees, expenses, damages, judgment or decrees by reason of any injury to persons or property directly or indirectly caused by GRANTEE, its officers, agents, employees or independent contractors in the performance of any St. Clair County Parks Grant Commission projects.
13. **Direct Involvement Prohibited:**

No member, officer or employee of the GRANTEE, 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 project 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.
14. **Reversion of Assets:**

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- Exhibit C Project Timetable

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Title: _____
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GRANTEE'S ATTORNEY

PRINTED NAME

ST. CLAIR COUNTY, ILLINOIS
By:

MARK A. KERN, CHAIRMAN
ST. CLAIR COUNTY BOARD

ATTEST:

THOMAS HOLBROOK, COUNTY CLERK
ST. CLAIR COUNTY, ILLINOIS

(County Seal)

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BELLEVILLE, IL 62220
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E-Mail: samantha.gruberman@co.st-clair.il.us

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