AGENDA
Executive Committee
Wednesday, June 24, 2020
Immediately Following Budget Committee
Peoria County Courthouse, Room 403

1. **Call to Order**

2. **Suspension of Rules**

3. **Approval of Minutes**
   - May 27, 2020

4. **Informational Items/Reports/Other Minutes/Update**
   - Minority Business Development Center update
   - Dry Run Creek Erosion Mitigation Project
   - Springdale Cemetery Minutes (*no new minutes*)
   - Monthly CDAP/GAP/Macro/Other Loan Report
   - Heddington Oaks Financials

5. **Resolution**
   - Downstate Business Stabilization Program Phase 2

6. **Committee Action**
   - Review of Executive Session Minutes

7. **Discussion**
   - Standing Committee Agendas

8. **Miscellaneous**

9. **Adjournment**
EXECUTIVE COMMITTEE
May 27, 2020
@ 3:00 p.m.

Call to Order
Chairman Rand called the meeting to order at 3:03 p.m.

A motion to suspend the Rules was made by Mr. Reneau and seconded by Ms. Pastucha. The motion carried unanimously.

Approval of Minutes
A motion to approve the minutes of April 20, 2020 and April 29, 2020 was made by Mr. Fennell and seconded by Mr. Rieker. The motion carried unanimously.

Informational
➢ Springdale Cemetery Minutes
Ms. Pastucha advised that the state Capital Funding Bill includes infrastructure funding for Springdale Cemetery in the amount of $362,000.00 which will be utilized to repair deteriorating roads within the cemetery. Mr. Sorrel advised of a second allocation for Springdale Cemetery specific to interior roads in the amount of $100,000.00.

➢ CDAP/GAP/Macro/Other Loan Report
Mr. Brunner advised all loans are current. He stated that due to the COVID-19 impact to business, Trefzger’s has requested to defer payments for three months and interest only payments for the six months following, at which time the business would resume regular monthly payments. Mr. Sorrel advised that the primary lender has already agreed to the request.

➢ Heddington Oaks Financials
Ms. Musselman advised that 37 residents remain at the facility currently, with an anticipated 5 additional residents being relocated by the end of the day. She remarked that one Medicare resident remains in the B-100 Medicare Unit, and that wing will be closed on Friday, and Unit D-200 has been closed. She stated that all resident relocations thus far have self-discharged voluntarily to area facilities and there have been no involuntary discharges. Mr. Sorrel add that the overwhelming majority of voluntary discharges have relocated to local facilities.
She stated that the initial round of staff reductions has begun with separations occurring by June 5, 2020. She commented that after these initial separations employee staffing levels will be reduced to approximately 65 employees.

**Resolution**

➢ Referendum to sell or dispose of Heddington Oaks

A motion to approve was made by Ms. Williams and seconded by Mr. Fennell. Mr. Sorrel advised that the resolution places on the November 3, 2020 ballot the question of selling or disposing of the land and buildings associated with Heddington Oaks. He noted that the question must be placed on the ballot as three prior referenda approved the construction of a new facility (Bel-Wood Nursing Home), to create a nursing home property tax levy, and increasing the maximum amount to be levied on an annual basis. He stated that based upon statute and the fact that the County has gone to the voters previously, the question must again be put before the voters. He stated that the language on the ballot reads as follows, and was drafted by State’s Attorney Hoos and himself:

> “Peoria County has ended its operation of Heddington Oaks, the county-owned skilled nursing facility. Shall the County of Peoria be permitted to sell of dispose of the land and buildings known as Heddington Oaks.”

Mr. Sorrel advised that revisions or alterations to the language must be made and approved by August 3, 2020 in order to meet the election process deadline set by the Election Commission in order to place the question on the November 3, 2020 ballot.

Mr. Rand suggested the addition of language educating the voters on the reason the question must go before the voters. Mr. Sorrel recommended voting the resolution out of committee and continue to rework the language in order to present a floor amendment for the County Board to consider at the June 11th County Board Meeting.

The motion to approve the resolution as presented carried unanimously.

➢ The following Standing Committee meetings were summarized by their respective Chairperson as follows:

**County Operations**

The following resolutions were recommended to the County Board for approval.

➢ UPS for Phone System
➢ Occupational Health Services

**Public Safety and Justice**

The following resolutions were recommended to the County Board for approval.

➢ Sheriff’s Office COVID-19 Relief Grant
➢ FY 2020 IDOT STEP (Sustained Traffic Enforcement Program) Grant

Mr. Rosenbohm advised that the maker and second of a motion to approve a resolution for Animal Control Contracts rescinded their motions, and the consensus of the committee was for PCAPS staff to negotiate contract terms with municipalities. After approval by municipalities, the agreements will be brought forward to committee for consideration. Mr. Rosenbohm advised that a fee study is planned to ensure adequate rates; however, the study will not have been performed prior to the contract expirations. Ms. Williams questioned the proposed 5-year contract term, particularly as a fee study has not been completed.
Infrastructure
CANCELED

Land Use
CANCELED

County Health
No resolutions were recommended to the County Board for approval. Ms. Williams stated that Monica Hendrickson of the Health Department discussed receipt of a COVID-19 Contact Tracing Grant in the amount of $4.9 million and advised that a special meeting of the committee will be scheduled to approve a budget amendment recognizing the revenues and approving the spending authority.

Ways and Means
The following resolution was recommended to the County Board for approval.
➢ Monthly Delinquent Taxes

Budget Committee
CANCELED

Miscellaneous
Ms. Williams recognized state elected officials for their efforts on behalf of Peoria County in attaining $106 million for the county as part of the Capital Bill.

Mr. Rieker asked for an update on the progress of the Downstate Small Business Loan application process and the potential for a second round of applications. Mr. Sorrel advised that he would contact Chris Setti at the Economic Development Council for an update and report back to the committee.

Adjournment
The meeting was adjourned by Chairman Rand at 5:56 p.m.

Recorded and Transcribed by: Jan Kleffman
ISSUE: INFORMATIONAL: Erosion mitigation project along Dry Run Creek in West Peoria.

BACKGROUND/DISCUSSION:

In 1994, an Emergency Watershed Protection project was funded through the USDA to put in gabion baskets (erosion protection) along the slopes and banks of the Dry Run Creek, west of the Swords Avenue (County Highway D46) bridge in West Peoria. The gabion baskets are located on private property on both sides of the creek (north and south).

Late in 2019, the gabion walls in the creek adjacent to the county’s Swords Avenue bridge were compromised due to heavy rainfall and flash flooding. Additionally, a major sanitary sewer trunk line belonging to the Greater Peoria Sanitary District became exposed as a result of the flash flooding.

The property owner on the south side of the creek, Peoria Disposal Company, Inc. (PDC), was concerned about the proximity of the erosion to their facilities, especially the CNG refueling station for their entire Peoria-based fleet of refuse trucks. PDC hired engineers from Mohr & Kerr and Christopher B. Burke Engineering to design mitigation measures. Including contingencies, the estimated construction cost is $524,000. The interested parties, including GPSD and PDC, have met multiple times to review the situation, identify solutions, and methods of funding the project. It is staff’s recommendation to bring forward an agreement between the County, GPSD, and PDC to the July 29, 2020 Executive Committee meeting that will accomplish the following:

- Name Peoria County as the lead agency and initial project financier.
- Designate Peoria County as the applicant for an Illinois Environmental Protection Agency (IEPA) Section 319(h) grant that will reimburse the County for 60% of the final costs post-construction. Details of the grant are further explained below.
- Establish proportional shares of the required 40% local match between the County, GPSD, and PDC.
- Obligate GPSD and PDC to reimburse the County for their proportional shares of the required 40% local match.
- Identify the County’s source of funds as the County-State Capital Improvement (Keystone) Fund, and that all dollars reimbursed to the County will be booked as revenues in this fund.

The Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program is used for various waterway, stormwater, and erosion projects such as the one proposed. The current round of applications are due August 3, 2020. Section 319(h) is a reimbursement program. The grantee must perform the work, pay project costs, and submit an invoice with supporting documentation before Illinois EPA will reimburse the grantee for any approved eligible costs. Eligible applicants must be any Grant Accountability and Transparency Act (GATA) prequalified entity that has legal status to accept funds from the State of Illinois. The County is GATA prequalified, where PDC is not.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP
View from west end of channel looking easterly toward bridge
Standing on bridge looking west
Standing on bridge looking west
Failure of gabions on north bank
Failure of gabions on north bank
View of south bank from the bridge
South bank erosion
For the Month Ended
April 30, 2020
PEORIA COUNTY, ILLINOIS
PEORIA COUNTY NURSING HOME FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGE S IN NET POSITION
For the Month Ended April 30, 2020 (unaudited)
With Comparative YTD Figures for the Month Ended April 30, 2019

REVENUES

- Year Over Year Revenues
  - Medicaid ↑$1.58M (94%)
  - Private Pay ↓$776k (-83%)
  - Medicare ↓$271k (-23%)
  - Other Charges for Services ↑$9k (3%)
  - Total Operating Revenues ↑$555k (13%)

- Property Taxes (Through Apr / 4 Months)
  - H. Oaks Accrual to date is $677k

EXPENDITURES

- Year Over Year Expenditures
  - Personnel ↓$106k (-4%)
  - Commodities ↓$84k (-20%)
  - Contractual Services ↓$410k (-26%)
  - Total Operating Expenses ↓$600k (-13%)
  - Operating Income $487k thru Apr

IMRF & FICA Funds

- IMRF and FICA related costs are $331k +/-

<table>
<thead>
<tr>
<th>OPERATING REVENUES</th>
<th>Apr 2020</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges for services Public Aid</td>
<td>$701,449</td>
<td>$3,257,261</td>
<td>$1,676,397</td>
</tr>
<tr>
<td>Private Pay</td>
<td>11,810</td>
<td>161,013</td>
<td>937,180</td>
</tr>
<tr>
<td>Medicare</td>
<td>182,525</td>
<td>901,753</td>
<td>1,172,330</td>
</tr>
<tr>
<td>Other Charges for Services</td>
<td>98,704</td>
<td>350,591</td>
<td>341,801</td>
</tr>
<tr>
<td>Fines</td>
<td>-</td>
<td>-</td>
<td>321</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>12,348</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td><strong>994,488</strong></td>
<td><strong>4,682,966</strong></td>
<td><strong>4,128,029</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATING EXPENSES</th>
<th>Apr 2020</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current - health and welfare: Personnel</td>
<td>555,720</td>
<td>2,267,675</td>
<td>2,373,788</td>
</tr>
<tr>
<td>Commodities</td>
<td>65,372</td>
<td>326,331</td>
<td>410,413</td>
</tr>
<tr>
<td>Contractual</td>
<td>296,487</td>
<td>1,145,626</td>
<td>1,555,352</td>
</tr>
<tr>
<td>Depreciation</td>
<td>114,000</td>
<td>456,000</td>
<td>456,000</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td><strong>1,031,579</strong></td>
<td><strong>4,195,632</strong></td>
<td><strong>4,795,553</strong></td>
</tr>
</tbody>
</table>

| Operating income (loss) | (37,090) | 487,333 | (667,524) |

<table>
<thead>
<tr>
<th>NONOPERATING REVENUES (EXPENSES)</th>
<th>Apr 2020</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property taxes</td>
<td>169,125</td>
<td>676,500</td>
<td>686,538</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>247,578</td>
<td>247,578</td>
<td>-</td>
</tr>
<tr>
<td>Investment earnings income</td>
<td>-</td>
<td>367</td>
<td>5,149</td>
</tr>
<tr>
<td>Interest expense</td>
<td>(159,947)</td>
<td>(799,735)</td>
<td>(807,284)</td>
</tr>
<tr>
<td>Asset retirement costs</td>
<td>-</td>
<td>(4,323)</td>
<td>(15,391)</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Gain (loss) on disposal of capital assets</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total nonoperating revenues</strong></td>
<td><strong>256,756</strong></td>
<td><strong>120,387</strong></td>
<td><strong>(130,988)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TRANSFERS</th>
<th>Apr 2020</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers out</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Change in net position</strong></td>
<td><strong>219,665</strong></td>
<td><strong>607,721</strong></td>
<td><strong>(798,512)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET POSITION</th>
<th>Apr 2020</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning of year</td>
<td>(1,477,189)</td>
<td>357,772</td>
<td>-</td>
</tr>
<tr>
<td>End of period</td>
<td>$869,468</td>
<td>$440,740</td>
<td>-</td>
</tr>
</tbody>
</table>

Fund balance per policy 4,109,665
## ASSETS

### CURRENT ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Nursing Home Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>(9,943)</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>400</td>
</tr>
<tr>
<td>Certificates of deposit, at cost</td>
<td>-</td>
</tr>
<tr>
<td>Pooled investments</td>
<td>-</td>
</tr>
<tr>
<td>Accounts Receivable, net of allowance of $3,049,918</td>
<td>4,603,187</td>
</tr>
<tr>
<td>Current tax levy</td>
<td>676,500</td>
</tr>
<tr>
<td>Property taxes receivable</td>
<td>-</td>
</tr>
<tr>
<td>Accrued interest receivable</td>
<td>-</td>
</tr>
<tr>
<td>Due from State of Illinois</td>
<td>894,336</td>
</tr>
<tr>
<td>Due from federal government</td>
<td>-</td>
</tr>
<tr>
<td>Due from other funds</td>
<td>-</td>
</tr>
<tr>
<td>Inventories, at cost</td>
<td>61,034</td>
</tr>
<tr>
<td>Prepaid items</td>
<td>60,784</td>
</tr>
</tbody>
</table>

**Total current assets** 6,286,297

### NONCURRENT ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Nursing Home Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advances to other funds</td>
<td>-</td>
</tr>
<tr>
<td>Capital assets, at cost:</td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>821,267</td>
</tr>
<tr>
<td>Construction in progress</td>
<td>188,532</td>
</tr>
<tr>
<td>Land improvements</td>
<td>979,531</td>
</tr>
<tr>
<td>Buildings</td>
<td>44,259,977</td>
</tr>
<tr>
<td>Furnishings and equipment</td>
<td>1,995,088</td>
</tr>
</tbody>
</table>

**Total noncurrent assets** 39,108,473

### TOTAL ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Nursing Home Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total assets</strong></td>
<td>45,394,770</td>
</tr>
</tbody>
</table>
## Peoria County Nursing Home Fund

### Current Liabilities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank overdraft</td>
<td>-</td>
</tr>
<tr>
<td>Accounts and retainage payable</td>
<td>1,150,966</td>
</tr>
<tr>
<td>Accrued payroll</td>
<td>184,113</td>
</tr>
<tr>
<td>Accrued compensated absences, current</td>
<td>251,361</td>
</tr>
<tr>
<td>Estimated payable for claims and losses</td>
<td>-</td>
</tr>
<tr>
<td>Unearned revenue - other</td>
<td>278,250</td>
</tr>
<tr>
<td>Due to others</td>
<td>116,910</td>
</tr>
<tr>
<td>Due to State of Illinois</td>
<td>29,500</td>
</tr>
<tr>
<td>Accrued interest payable</td>
<td>(55,151)</td>
</tr>
<tr>
<td>Current portion of general obligation bonds payable</td>
<td>500,000</td>
</tr>
</tbody>
</table>

Total current liabilities                                                   2,455,949

### Noncurrent Liabilities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advances from other funds</td>
<td>1,526,081</td>
</tr>
<tr>
<td>General obligation bonds payable</td>
<td>41,026,803</td>
</tr>
<tr>
<td>Pension &amp; OPEB Liability</td>
<td>1,042,272</td>
</tr>
</tbody>
</table>

Total noncurrent liabilities                                                 43,595,157

### Deferred Inflows of Resources

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property taxes levied for future periods</td>
<td>-</td>
</tr>
</tbody>
</table>

Total deferred inflows of resources                                          -

### Net Position

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net investment in capital assets</td>
<td>(2,418,331)</td>
</tr>
<tr>
<td>Restricted by donors</td>
<td>19,835</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>1,742,160</td>
</tr>
</tbody>
</table>

Total net position                                                           (656,336)

### Total Liabilities, Deferred Inflows of Resources, and Net Position

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total liabilities</td>
<td>46,051,106</td>
</tr>
</tbody>
</table>

**Note:** All amounts are in dollars. The balance sheet provides a comprehensive view of the Peoria County Nursing Home Fund's financial situation, detailing its current and noncurrent liabilities, deferred inflows of resources, and net position.
## Heddington Oaks Accounts Receivable
### As of April 30, 2020

<table>
<thead>
<tr>
<th>Group</th>
<th>Payer Type</th>
<th>0-90 Days</th>
<th>91-365 Days</th>
<th>Over 365 Days</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospice</td>
<td>Hospice</td>
<td>$ 111,058</td>
<td>$ 214,403</td>
<td>$ 446,477</td>
<td>$ 771,938</td>
</tr>
<tr>
<td></td>
<td>Hospice Total</td>
<td>$ 111,058</td>
<td>$ 214,403</td>
<td>$ 446,477</td>
<td>$ 771,938</td>
</tr>
<tr>
<td>Medicaid</td>
<td>Medicaid</td>
<td>$ 379,200</td>
<td>$ 307,095</td>
<td>$ 636,988</td>
<td>$ 1,323,283</td>
</tr>
<tr>
<td></td>
<td>Medicaid Pending</td>
<td>$ 107,912</td>
<td>$ 212,977</td>
<td>$ 272,814</td>
<td>$ 593,703</td>
</tr>
<tr>
<td></td>
<td>Medicaid - BCBS</td>
<td>$ 19,167</td>
<td>$ 9,695</td>
<td>-</td>
<td>$ 28,861</td>
</tr>
<tr>
<td></td>
<td>Medicaid - IlliniCare</td>
<td>$ 24,374</td>
<td>$ 56,660</td>
<td>-</td>
<td>$ 81,034</td>
</tr>
<tr>
<td></td>
<td>Medicaid - Meridian</td>
<td>$ 110,681</td>
<td>$ (57,439)</td>
<td>$ (306,192)</td>
<td>$ (252,950)</td>
</tr>
<tr>
<td></td>
<td>Medicaid - Molina</td>
<td>$ 854,652</td>
<td>$ 485,944</td>
<td>$ 648,554</td>
<td>$ 1,989,150</td>
</tr>
<tr>
<td></td>
<td>Medicaid Total</td>
<td>$ 1,495,985</td>
<td>$ 1,014,931</td>
<td>$ 1,252,164</td>
<td>$ 3,763,081</td>
</tr>
<tr>
<td>Medicare</td>
<td>Medicare A</td>
<td>$ 361,802</td>
<td>$ 181,353</td>
<td>$ 588,676</td>
<td>$ 1,131,831</td>
</tr>
<tr>
<td></td>
<td>Medicare B</td>
<td>$ 23,419</td>
<td>$ 977</td>
<td>$ 199,765</td>
<td>$ 224,161</td>
</tr>
<tr>
<td></td>
<td>Medicare Total</td>
<td>$ 385,220</td>
<td>$ 182,330</td>
<td>$ 788,442</td>
<td>$ 1,355,992</td>
</tr>
<tr>
<td>Residents</td>
<td>Patient Liability</td>
<td>(176,541)</td>
<td>$ 99,307</td>
<td>$ 146,719</td>
<td>$ 69,484</td>
</tr>
<tr>
<td></td>
<td>Private</td>
<td>(1,311)</td>
<td>$ 151,021</td>
<td>$ 288,014</td>
<td>$ 437,724</td>
</tr>
<tr>
<td></td>
<td>Residents Total</td>
<td>(177,852)</td>
<td>$ 250,327</td>
<td>$ 434,733</td>
<td>$ 507,208</td>
</tr>
<tr>
<td>Private Insurance</td>
<td>Coinsurance A</td>
<td>$ 35,904</td>
<td>$ 17,408</td>
<td>$ 52,350</td>
<td>$ 105,661</td>
</tr>
<tr>
<td></td>
<td>Coinsurance ARBF</td>
<td>-</td>
<td>-</td>
<td>- (360)</td>
<td>(360)</td>
</tr>
<tr>
<td></td>
<td>Coinsurance B</td>
<td>$ 3,556</td>
<td>$ 3,000</td>
<td>$ 20,345</td>
<td>$ 26,902</td>
</tr>
<tr>
<td></td>
<td>Consociate</td>
<td>-</td>
<td>-</td>
<td>$ 649</td>
<td>$ 649</td>
</tr>
<tr>
<td></td>
<td>Health Alliance</td>
<td>-</td>
<td>-</td>
<td>$ 2,297</td>
<td>$ 2,297</td>
</tr>
<tr>
<td></td>
<td>Humana</td>
<td>-</td>
<td>-</td>
<td>$ 9,158</td>
<td>$ 9,158</td>
</tr>
<tr>
<td></td>
<td>Humana Managed Care</td>
<td>$ 159,635</td>
<td>$ 223,139</td>
<td>$ 372,935</td>
<td>$ 755,709</td>
</tr>
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**Grand Total**

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AGENDA BRIEFING

COMMITTEE: Executive
MEETING DATE: June 24, 2020
LINE ITEM: N/A
AMOUNT: N/A

ISSUE: Economic Development Small Business Stabilization Program Grant Application Phase 2

BACKGROUND/DISCUSSION:
$20 Million of funding is available to the State of Illinois from federal Community Development Block Grants through the U.S. Department of Housing and Urban Development. Counties can apply to the Illinois Department of Commerce and Economic Opportunity (DCEO) Downstate Small Business Stabilization Program (DSBSP) to receive some of these Community Development Block Grants funds. As such, on April 23, 2020, Peoria County held a Public Hearing for certain Benefitting Businesses to be included in the County’s application to the DCEO for the DSBSP funds. 24 businesses submitted applications for consideration, of which the aggregate total of these requests was $580,000.

As additional funding still remains, in coordination with the Greater Peoria Economic Development Council (GPEDC), interested businesses were invited to submit an application to the GPEDC for “Phase 2”.

6 eligible applications were received for “Phase 2” within Peoria County. The total requested amount was $140,956.00. A breakdown of the requests are as follows:

1. CDAC, Inc. - $16,050; 2. JIM-KOU, Inc. - $25,000; 3. Canam B&R Inc. - $25,000; 4. JPLAW Services, Inc. - $24,906; 5. Wayne Printing Company - $25,000; and 6. Gil’s Supper Club, Ltd. - $25,000

The program offers small businesses in downstate and rural counties in Illinois the opportunity to partner with local governments to obtain grants equal to 60 days of verifiable working capital up to a maximum of $25,000.

- Eligible businesses must have at least one employee other than the owner(s), but must not exceed 50 employees, including the owner(s).
- Businesses must meet the federal National Objective of Urgent Need. To demonstrate, businesses must have been operating since January 1, 2017, at a minimum, and under the same ownership. They must provide required documentation on financial health.
- Benefiting businesses should have solid commitments to remain open for at least 60 days and retain employees, or Reopen and re-employ within one year.

In order to be eligible for funding, a Benefiting Business must have been negatively impacted by the COVID-19 emergency and require urgent assistance according to the standards as set forth by the Department of Commerce & Economic Opportunity (DCEO). Funding is subject to the award of funds by the DCEO and the execution of a Participation Agreement between Peoria County and the Benefiting Business. A Resolution of Support from the County is required for each Benefiting Business.

COUNTY BOARD GOALS: 🌱 HEALTHY VIBRANT COMMUNITIES

COMMITTEE ACTION:

PREPARED BY: Andrew Braun, Assistant Director
DEPARTMENT: Planning & Zoning
DATE: June 12, 2020
PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 9th day of July, 2020 by and between the County of Peoria, a body politic and political subdivision of the State of Illinois ("Unit of Local Government") and C.D.A.C, Inc., (Benefiting “Business”).

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of Sixteen Thousand - Fifty Dollars ($16,050.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.
III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

III.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

III.2 Business represents and warrants that:

(a) Business is a sole proprietorship, limited liability company, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation, limited liability company, or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate, limited liability company, or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted. Business has full power and authority to execute and be bound by this Agreement.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate, limited liability company, or partnership powers, have been duly authorized by all necessary proprietorship, corporate, limited liability company, or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or Articles of Organization or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

Page 2 of 7
III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

III.7 Business acknowledges that no guarantee is being made by the Unit of Local Government that the grant awards being sought by the Unit of Local Government will be granted under this Agreement, or otherwise, that will benefit the Business. Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon the award of any local, state, or federal grant, including without limitation the actions or inactions of the Unit of Local Government in the application processes, public hearing processes, and notice processes related thereto.
III.8 Business acknowledges, understands, and agrees that the Unit of Local Government retains and reserves the right, prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the Unit of Local Government to the Business, to secure, encumber or otherwise request collateralization or other guarantees of any assets (real, personal or mixed) of the Business, or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under this Agreement. Without limiting the foregoing, the Unit of Local Government is hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary in the sole discretion of the Unit of Local Government or its designee. By signing this Agreement, the Business agrees to cooperate with any and all requests by the Unit of Local Government necessary in accomplishing the foregoing, including by signing and executing the necessary documentation (if any), providing any information requested by the Unit of Local Government (e.g. legal descriptions), and requiring its owners/shareholders/members/partners to cooperate for the aforesaid reasons as well.

IV. DEFAULT AND REMEDIES

IV.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or
seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

IV.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

IV.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

IV.4 If any legal proceeding(s) is commenced, which requires the Unit of Local Government to enforce the terms of this Agreement, or to otherwise enforce or foreclose upon the security interests created under Section 3.8, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding(s), the enforcement of this Agreement, and/or enforcement/foreclosure of said security interests.

V. TERMINATION

V.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

V.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

V.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.
VI. GENERAL PROVISIONS

VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.

VI.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

VI.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

VI.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

VI.6 This Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties agree that the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.

VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

VI.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the
Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

VI.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

VI.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

VI.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

VI.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel; or (ii) waived their right to do so at this time.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

C.D.A.C., Inc.

By: Donny L Pusey

Address: 5701 S Lafayette Ave.
Bartonville IL 61607
Email: dkayp1949@aol.com

COUNTY OF PEORIA
a body politic and political subdivision of
the State of Illinois

By: Honorable Andrew Rand
Its: County Board Chairperson

Address: 324 N Main Street
Peoria, IL 61602

Page 7 of 7
PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 9th day of July, 2020 by and between the County of Peoria, a body politic and political subdivision of the State of Illinois ("Unit of Local Government") and Jim-Kou Inc. dba Jimmy’s Bar, (Benefiting “Business”).

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of Twenty-Five Thousand Dollars ($25,000.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.
III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

III.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

III.2 Business represents and warrants that:

(a) Business is a sole proprietorship, limited liability company, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation, limited liability company, or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate, limited liability company, or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted. Business has full power and authority to execute and be bound by this Agreement.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate, limited liability company, or partnership powers, have been duly authorized by all necessary proprietorship, corporate, limited liability company, or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or Articles of Organization or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.
III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

III.7 Business acknowledges that no guarantee is being made by the Unit of Local Government that the grant awards being sought by the Unit of Local Government will be granted under this Agreement, or otherwise, that will benefit the Business. Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon the award of any local, state, or federal grant, including without limitation the actions or inactions of the Unit of Local Government in the application processes, public hearing processes, and notice processes related thereto.
III.8 Business acknowledges, understands, and agrees that the Unit of Local Government retains and reserves the right, prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the Unit of Local Government to the Business, to secure, encumber or otherwise request collateralization or other guarantees of any assets (real, personal or mixed) of the Business, or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under this Agreement. Without limiting the foregoing, the Unit of Local Government is hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary in the sole discretion of the Unit of Local Government or its designee. By signing this Agreement, the Business agrees to cooperate with any and all requests by the Unit of Local Government necessary in accomplishing the foregoing, including by signing and executing the necessary documentation (if any), providing any information requested by the Unit of Local Government (e.g. legal descriptions), and requiring its owners/shareholders/members/partners to cooperate for the aforesaid reasons as well.

IV. DEFAULT AND REMEDIES

IV.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or
seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

IV.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

IV.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

IV.4 If any legal proceeding(s) is commenced, which requires the Unit of Local Government to enforce the terms of this Agreement, or to otherwise enforce or foreclose upon the security interests created under Section 3.8, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding(s), the enforcement of this Agreement, and/or enforcement/foreclosure of said security interests.

V. TERMINATION

V.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

V.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

V.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.
VI. GENERAL PROVISIONS

VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.

VI.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

VI.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

VI.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

VI.6 This Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties agree that the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.

VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

VI.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the
Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

VI.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33E-4).

VI.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code 30 ILCS 500.

VI.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

VI.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9, 6.10, and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel, or (ii) waived their right to do so at this time.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

Jim-Kou, Inc., dba Jimmy's Bar

By: James W. Spears

Address: 2811 W Farmington Road
West Peoria IL 61604
Email: jim.spears50@yahoo.com

COUNTY OF PEORIA
a body politic and political subdivision of the State of Illinois

By: Honorable Andrew Rand
Its: County Board Chairperson

Address: 324 N Main Street
Peoria IL 61602

Page 7 of 7
PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 9th day of July, 2020 by and between the County of Peoria, a body politic and political subdivision of the State of Illinois ("Unit of Local Government") and Canam B&R Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of Twenty-Five Thousand Dollars ($25,000.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.
III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

III.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

III.2 Business represents and warrants that:

(a) Business is a sole proprietorship, limited liability company, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation, limited liability company, or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate, limited liability company, or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted. Business has full power and authority to execute and be bound by this Agreement.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate, limited liability company, or partnership powers, have been duly authorized by all necessary proprietorship, corporate, limited liability company, or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or Articles of Organization or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.
III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

III.7 Business acknowledges that no guarantee is being made by the Unit of Local Government that the grant awards being sought by the Unit of Local Government will be granted under this Agreement, or otherwise, that will benefit the Business. Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon the award of any local, state, or federal grant, including without limitation the actions or inactions of the Unit of Local Government in the application processes, public hearing processes, and notice processes related thereto.
III.8 Business acknowledges, understands, and agrees that the Unit of Local Government retains and reserves the right, prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the Unit of Local Government to the Business, to secure, encumber or otherwise request collateralization or other guarantees of any assets (real, personal or mixed) of the Business, or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under this Agreement. Without limiting the foregoing, the Unit of Local Government is hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary in the sole discretion of the Unit of Local Government or its designee. By signing this Agreement, the Business agrees to cooperate with any and all requests by the Unit of Local Government necessary in accomplishing the foregoing, including by signing and executing the necessary documentation (if any), providing any information requested by the Unit of Local Government (e.g. legal descriptions), and requiring its owners/shareholders/members/partners to cooperate for the aforesaid reasons as well.

IV. DEFAULT AND REMEDIES

IV.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or
seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

IV.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

IV.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

IV.4 If any legal proceeding(s) is commenced, which requires the Unit of Local Government to enforce the terms of this Agreement, or to otherwise enforce or foreclose upon the security interests created under Section 3.8, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding(s), the enforcement of this Agreement, and/or enforcement/foreclosures of said security interests.

V. TERMINATION

V.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

V.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

V.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.
VI. GENERAL PROVISIONS

VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.

VI.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

VI.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

VI.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

VI.6 This Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties agree that the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.

VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

VI.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the
Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

VI.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

VI.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

VI.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

VI.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel; or (ii) waived their right to do so at this time.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

Canam B&R, Inc.

By: Joann Kempthorne
Address: 103 Roosevelt St.
Bartonville IL 61607
Email: jkempthorne@hotmail.com

COUNTY OF PEORIA
a body politic and political subdivision of the State of Illinois

By: Honorable Andrew Rand
Its: County Board Chairperson
Address: 324 N Main Street
Peoria, IL 61602
PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 9th day of July, 2020 by and between the County of Peoria, a body politic and political subdivision of the State of Illinois ("Unit of Local Government") and JPLaw Services, Inc., (Benefiting “Business”).

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of Twenty-Four Thousand Nine Hundred Six Dollars ($24,906.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.
III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

III.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

III.2 Business represents and warrants that:

(a) Business is a sole proprietorship, limited liability company, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation, limited liability company, or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate, limited liability company, or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted. Business has full power and authority to execute and be bound by this Agreement.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate, limited liability company, or partnership powers, have been duly authorized by all necessary proprietorship, corporate, limited liability company, or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or Articles of Organization or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.
III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

III.7 Business acknowledges that no guarantee is being made by the Unit of Local Government that the grant awards being sought by the Unit of Local Government will be granted under this Agreement, or otherwise, that will benefit the Business. Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon the award of any local, state, or federal grant, including without limitation the actions or inactions of the Unit of Local Government in the application processes, public hearing processes, and notice processes related thereto.
III.8 Business acknowledges, understands, and agrees that the Unit of Local Government retains and reserves the right, prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the Unit of Local Government to the Business, to secure, encumber or otherwise request collateralization or other guarantees of any assets (real, personal or mixed) of the Business, or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under this Agreement. Without limiting the foregoing, the Unit of Local Government is hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary in the sole discretion of the Unit of Local Government or its designee. By signing this Agreement, the Business agrees to cooperate with any and all requests by the Unit of Local Government necessary in accomplishing the foregoing, including by signing and executing the necessary documentation (if any), providing any information requested by the Unit of Local Government (e.g. legal descriptions), and requiring its owners/shareholders/members/partners to cooperate for the aforesaid reasons as well.

IV. DEFAULT AND REMEDIES

IV.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or
seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

IV.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

IV.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

IV.4 If any legal proceeding(s) is commenced, which requires the Unit of Local Government to enforce the terms of this Agreement, or to otherwise enforce or foreclose upon the security interests created under Section 3.8, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding(s), the enforcement of this Agreement, and/or enforcement/foreclosure of said security interests.

V. TERMINATION

V.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

V.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

V.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.
VI. GENERAL PROVISIONS

VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.

VI.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

VI.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

VI.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

VI.6 This Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties agree that the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.

VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

VI.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the
Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

VI.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

VI.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

VI.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

VI.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel; or (ii) waived their right to do so at this time.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

JPLaw Services, Inc.

By: James Lawless

COUNTY OF PEORIA
a body politic and political subdivision of the State of Illinois

By: Honorable Andrew Rand
Its: County Board Chairperson

Address: 4440 N Prospect Rd., Suite C
Peoria Heights IL 61616
Email: jlawless.kk602@comcast.net

Address: 324 N Main Street
Peoria, IL 61602

Page 7 of 7
PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 9th day of July, 2020 by and between the County of Peoria, a body politic and political subdivision of the State of Illinois ("Unit of Local Government") and Wayne Printing Company, (Benefiting “Business”).

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

I.2 "DCEO Funds" shall mean the sum of Twenty-Five Thousand Dollars ($25,000.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.
III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

III.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

III.2 Business represents and warrants that:

(a) Business is a sole proprietorship, limited liability company, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation, limited liability company, or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate, limited liability company, or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted. Business has full power and authority to execute and be bound by this Agreement.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate, limited liability company, or partnership powers, have been duly authorized by all necessary proprietorship, corporate, limited liability company, or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or Articles of Organization or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.
III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

III.7 Business acknowledges that no guarantee is being made by the Unit of Local Government that the grant awards being sought by the Unit of Local Government will be granted under this Agreement, or otherwise, that will benefit the Business. Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon the award of any local, state, or federal grant, including without limitation the actions or inactions of the Unit of Local Government in the application processes, public hearing processes, and notice processes related thereto.
III.8 Business acknowledges, understands, and agrees that the Unit of Local Government retains and reserves the right, prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the Unit of Local Government to the Business, to secure, encumber or otherwise request collateralization or other guarantees of any assets (real, personal or mixed) of the Business, or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under this Agreement. Without limiting the foregoing, the Unit of Local Government is hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary in the sole discretion of the Unit of Local Government or its designee. By signing this Agreement, the Business agrees to cooperate with any and all requests by the Unit of Local Government necessary in accomplishing the foregoing, including by signing and executing the necessary documentation (if any), providing any information requested by the Unit of Local Government (e.g. legal descriptions), and requiring its owners/shareholders/members/partners to cooperate for the aforesaid reasons as well.

IV. DEFAULT AND REMEDIES

IV.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or
seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

IV.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

IV.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

IV.4 If any legal proceeding(s) is commenced, which requires the Unit of Local Government to enforce the terms of this Agreement, or to otherwise enforce or foreclose upon the security interests created under Section 3.8, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding(s), the enforcement of this Agreement, and/or enforcement/foreclosure of said security interests.

V. TERMINATION

V.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

V.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

V.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.
VI. GENERAL PROVISIONS

VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.

VI.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

VI.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

VI.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

VI.6 This Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties agree that the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.

VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

VI.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the
Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

VI.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33E-4).

VI.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

VI.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

VI.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel; or (ii) waived their right to do so at this time.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

Wayne Printing Company

By: Kenneth Hoerr

Address: 7917 N Kickapoo-Edwards Road
Edwards IL 61528
Email: khoerr@mteco.com

COUNTY OF PEORIA
a body politic and political subdivision of the State of Illinois

By: Honorable Andrew Rand
Its: County Board Chairperson

Address: 324 N Main Street
Peoria, IL 61602

Page 7 of 7
PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 9th day of July, 2020 by and between the County of Peoria, a body politic and political subdivision of the State of Illinois ("Unit of Local Government") and Gil’s Supper Club, Ltd., (Benefiting “Business”).

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of Twenty-Five Thousand Dollars ($25,000.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.
III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

III.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

III.2 Business represents and warrants that:

(a) Business is a sole proprietorship, limited liability company, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation, limited liability company, or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate, limited liability company, or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted. Business has full power and authority to execute and be bound by this Agreement.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate, limited liability company, or partnership powers, have been duly authorized by all necessary proprietorship, corporate, limited liability company, or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or Articles of Organization or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.
III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

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III.8 Business acknowledges, understands, and agrees that the Unit of Local Government retains and reserves the right, prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the Unit of Local Government to the Business, to secure, encumber or otherwise request collateralization or other guarantees of any assets (real, personal or mixed) of the Business, or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under this Agreement. Without limiting the foregoing, the Unit of Local Government is hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary in the sole discretion of the Unit of Local Government or its designee. By signing this Agreement, the Business agrees to cooperate with any and all requests by the Unit of Local Government necessary in accomplishing the foregoing, including by signing and executing the necessary documentation (if any), providing any information requested by the Unit of Local Government (e.g. legal descriptions), and requiring its owners/shareholders/members/partners to cooperate for the aforesaid reasons as well.

IV. DEFAULT AND REMEDIES

IV.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or
seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undischmissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

IV.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

IV.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

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V. TERMINATION

V.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

V.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

V.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.
VI. GENERAL PROVISIONS

VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.

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VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

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VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

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VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel; or (ii) waived their right to do so at this time.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

Gil’s Supper Club, Ltd.

By: Cynthia Smith

Address: 12703 W Farmington Road
Hanna City, IL 61536
Email: goouttoeat59@gmail.com

COUNTY OF PEORIA
a body politic and political subdivision of the State of Illinois

By: Honorable Andrew Rand
Its: County Board Chairperson

Address: 324 N Main Street
Peoria, IL 61602
IV. BENEFITTING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: C.D.A.C., INC.

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐ Yes, registered in County ☑ No

Supported Business Address 1: 5701 So. Lafayette Ave.

Supported Business Address 2:

Supported Business City: Bartonville

Supported Business State: Illinois

Supported Business Zip: 99999-9999: 61607

Supported Business Phone Number 309-697-3468

Supported Business E-Mail Address: dkayp1949@aol.com

Supported Business FEIN or ITIN: [redacted]

Supported Business DUNS (if not available, insert N/A): N/A

Supported Business SIC: [web link]

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Pusey
First Name: Deborah
Title: Secretary
Daytime Phone: 309-697-3468
Home Phone: same
E-Mail: dkayp1949@aol.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: Paycheck Protection Program Amount Received: $115809

Funding Program Name: ☐ Amount Received: $
## SECTION A – STATE OF ILLINOIS FUNDS

<table>
<thead>
<tr>
<th>Revenues</th>
<th>TOTAL REVENUE</th>
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<td>(a). State of Illinois Grant Amount Requested</td>
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### BUDGET SUMMARY STATE OF ILLINOIS FUNDS

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<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</th>
<th>TOTAL EXPENDITURES</th>
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<td>15. Working Capital</td>
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<td>$ 16,050.00</td>
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<tr>
<td>18. Total Costs State Grant Funds</td>
<td></td>
<td>$ 16,050.00</td>
</tr>
</tbody>
</table>
SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1) □ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois’ Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

   NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

A. Negotiate an Indirect Cost Rate with the State of Illinois’ Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a) □ Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

   NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) □ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit.

   NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) □ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

   NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) □ Is included as a “Special Indirect Cost Rate” in our NICRA (2 CFR 200 Appendix IV (5) Or;
   □ Complies with other statutory policies (please specify):
   The Restricted Indirect Cost Rate is ___ %

5) X No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information
if Option (1) or (2a) is selected

   Period Covered by the NICRA: From: ____________________________ To: ____________________________ (mm/dd/yyyy)
   Approving Federal/State agency (please specify): ____________________________

   The Indirect Cost Rate is: ________ % The Distribution Base is: ____________________________

For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:

   □ Is included as a “Special Indirect Cost Rate” in our NICRA (2 CFR 200 Appendix IV (5) Or;
   □ Complies with other statutory policies (please specify):
   The Restricted Indirect Cost Rate is ________ %
## Section C - Budget Worksheet & Narrative

**15). Working Capital:** Costs directly related to the service or activities of the business.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of time</th>
<th>Capital Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel (Salaries and Wages)</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Occupancy (Rent/Mortgage Payments)</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Utilities (Electrical, Gas, Water, Sewer)</td>
<td>1</td>
<td>monthly</td>
<td>$ 500.00</td>
<td>2</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>Telecommunications &amp; Internet</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Inventory/Goods Necessary to do Business</td>
<td>1</td>
<td>monthly</td>
<td>$ 5,000.00</td>
<td>2</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>Supplies (office-related)</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Contractual Services (pest control, cleaning, etc.)</td>
<td>1</td>
<td>monthly</td>
<td>$ 500.00</td>
<td>1</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Other (specify): insurance</td>
<td>1</td>
<td>once</td>
<td>$ 1,500.00</td>
<td>1</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>Other (specify): real estate taxes</td>
<td>1</td>
<td>once</td>
<td>$ 2,350.00</td>
<td>1</td>
<td>$ 2,350.00</td>
</tr>
<tr>
<td>Other (specify): city license to operate</td>
<td>1</td>
<td>monthly</td>
<td>$ 350.00</td>
<td>2</td>
<td>$ 700.00</td>
</tr>
</tbody>
</table>

**State Total** $16,050.00

**Total State-Funded Working Capital** $16,050.00

### Working Capital Narrative (State):

- 60 working capital costs
**Section C - Budget Worksheet & Narrative**

**Budget Narrative Summary**—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Working Capital</td>
<td>$16,050.00</td>
<td>$16,050.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State Request</th>
<th>$16,050.00</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Non-State Amount</th>
<th>$16,050.00</th>
</tr>
</thead>
</table>

| TOTAL PROJECT COSTS   | $16,050.00 |
§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
C.D.A.C., INC.  PROJECT SUMMARY

C D A C i a carnival con ting of ride , food, and game that i ba ed in Peoria County We are family owned and our daughter who i the conce ion manager i fourth generation in the bu ine

We provide the carnival for local county fair and fe tival A portion of our income goe back to the e entitie The fund we have rai ed have helped volunteer fire department , ambulance serv ice , churche , American Legion and VFW’ , etc We have rai ed fund to maintain the wimming pool in Bartonville for over 25 year

We only work 20 week a year between mid May and mid September Becau e of thi pandemic our event have been cancelled through mid July Under the Re tore Illinoi plan, we would not be able to begin operation until Pha e 5 We fear our entire 2020 ea on will be lo t

We have received ome SBA PPP funding and plan to begin operating one of our food trailer in the parking lot of a local bu ine Thi funding will pay for the employee ‘ alarie but not for needed upplie , in pection , in urance, ta e , etc

We want our bu ine to urvive thi We have worked hard to build and maintain our operation
NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Net Income</th>
<th>Net Income derived from Profit/Loss Statement? (Yes/No)</th>
<th>Net Income calculated from total sales – total expenses? (Yes/No)</th>
<th>Cash Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>22713.59</td>
<td>Yes</td>
<td></td>
<td>75587.74</td>
</tr>
<tr>
<td>December 31, 2018</td>
<td>10339.75</td>
<td>Yes</td>
<td></td>
<td>85927.49</td>
</tr>
<tr>
<td>December 31, 2019</td>
<td>1525.92</td>
<td>Yes</td>
<td></td>
<td>87453.41</td>
</tr>
<tr>
<td>Current:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business’s monthly budget for January, 2020.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Total Monthly Expenditures</th>
<th>Monthly Net Income Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel (Salary &amp; Wages)</td>
<td>seasonal business</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inventory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy (Rent &amp; Utilities)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telecommunications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total of All Expenditures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Net Income (Total Income – Total of All Expenditures)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DOCUMENTATION of EMPLOYEE STATUS

Provide a list of all personnel that were employed as of January 1, 2020 as well as new hires since that date. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee’s Last 4 Digits of Social Security #</th>
<th>Status on 12/31/19</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Employed</td>
<td>Hired after 12/31/19</td>
</tr>
<tr>
<td>None on 1/1/20</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

[Signature]
Deborah K. Pusey
Typed Name of Chief Executive Officer
C.D.A.C., Inc.
Typed Name of Business
5701 So. Lafayette, Bartonville
Business Address

06/03/2020
Date

FEIN #
N/A
DUNS #
70-89
SIC #
Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number  53824455
Entity Name  C.D.A.C., INC.
Status       ACTIVE

Entity Information

Entity Type  CORPORATION
Type of Corp  DOMESTIC BCA
Incorporation Date (Domestic)
Wednesday, 24 April 1985
State        ILLINOIS
Duration Date PERPETUAL

Agent Information

Name        GREGORY A MESCHER
Address

https://www.ilsos.gov/corporatelc/CorporateLicController
108 S WOOD STREET  
WASHINGTON, IL 61571

Change Date  
Tuesday, 4 January 2000

Annual Report

Filing Date  
Wednesday, 29 April 2020

For Year  
2020

Officers  

President 
Name & Address  
DONNY L PUSEY 5701 S LAFAYETTE PEORIA 61607

Secretary 
Name & Address  
DEBORAH K PUSEY SAME

Return to Search

File Annual Report  
Adopting Assumed Name  
Articles of Amendment Effecting A Name Change  
Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)
IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: JIM-KOU, Inc. d.b.a. Jimmy's Bar

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐ Yes, registered in Peoria County ☐ No

Supported Business Address 1: 2801 W. Farmington Road

Supported Business Address 2:

Supported Business City: West Peoria

Supported Business State: IL

Supported Business Zip: 99999-9999: 61604

Supported Business Phone Number 309-676-4021

Supported Business E-Mail Address: Jim.spears50@yahoo.com

Supported Business FEIN or ITIN:

Supported Business DUNS (if not available, insert N/A): N/A

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 5812, 5813

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: Spears
First Name: James W.
Title: President
Daytime Phone: 309-635-3750
Home Phone: 309-635-3759
E-Mail: Jim.spears50@yahoo.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: Payroll Protection Act Amount Received: $55,400

Funding Program Name: Amount Received: $
### SECTION A - STATE OF ILLINOIS FUNDS

#### Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a). State of Illinois Grant Amount Requested</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

#### Budget Summary State of Illinois Funds

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance</th>
<th>TOTAL EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Working Capital</td>
<td>$</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds</td>
<td>$</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>
SECTION - A (continued) Indirect Cost Rate Information
If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1) □ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois’ Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

   NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

   A. Negotiate an Indirect Cost Rate with the State of Illinois’ Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
   B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
   C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a) □ Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c).

   NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) □ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit.

   NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) □ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

   NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) □ Is included as a “Special Indirect Cost Rate” in our NICRA (2 CFR 200 Appendix IV (5) Or;
   □ Complies with other statutory policies (please specify):

   The Restricted Indirect Cost Rate is %

5) X No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

<table>
<thead>
<tr>
<th>Period Covered by the NICRA: From:</th>
<th>To:</th>
<th>(mm/dd/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approving Federal/State agency (please specify):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Indirect Cost Rate is:</td>
<td>0 %</td>
<td>The Distribution Base is:</td>
</tr>
</tbody>
</table>
15). **Working Capital**: Costs directly related to the service or activities of the business.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of time</th>
<th>Capital Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel (Salaries and Wages)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>Occupancy (Rent/Mortgage Payments)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>Utilities (Electrical, Gas, Water, Sewer)</td>
<td>1</td>
<td>monthly</td>
<td>$ 1,000.00</td>
<td>2</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>Telecommunications &amp; Internet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>Inventory/Goods Necessary to do Business</td>
<td>1</td>
<td>monthly</td>
<td>$ 11,500.00</td>
<td>2</td>
<td>$ 23,000.00</td>
</tr>
<tr>
<td>Supplies (office-related)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>Contractual Services (pest control, cleaning, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>Other (specify):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>Other (specify):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>Other (specify):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td><strong>State Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 25,000.00</td>
</tr>
</tbody>
</table>

**Total State-Funded Working Capital**: $ 25,000.00

**Working Capital Narrative (State):**

60 working capital costs
### Section C - Budget Worksheet & Narrative

**Budget Narrative Summary**—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Working Capital</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>State Request</strong></td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td><strong>Non-State Amount</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COSTS</strong></td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>Grant Number</td>
<td>Organization Name: Peoria County</td>
<td>CSFA Description: Downstate Small Business Stabilization</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------------------------</td>
<td>--------------------------------------------------------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Final Budget Amount Approved</th>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Revision Approved</th>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
JIM KOU INC DBA JIMMYS BAR  PROJECT SUMMARY

We are a local bar that sells food. We have been in business over 38 years. Our business has been severely impacted by the COVID-19 quarantine over the last several weeks. This money will help us restore our business, and bring back our employees, and hopefully restore us back to normal.

The reason why our cash balance seems so high, it includes the money we recently received from the PPP Loan Program. Also, we are a C Corporation. And a C Corporation we can not take money out of the Corporation without creating a taxable event in the form of dividend.
NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

<table>
<thead>
<tr>
<th>Fiscal Year Ending:</th>
<th>Net Income</th>
<th>Net Income derived from Profit/Loss Statement? (Yes/No)</th>
<th>Net Income calculated from total sales – total expenses? (Yes/No)</th>
<th>Cash Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>-5,336</td>
<td>Yes</td>
<td>No</td>
<td>81,327</td>
</tr>
<tr>
<td>December 31, 2018</td>
<td>66,170</td>
<td>Yes</td>
<td>No</td>
<td>136,688</td>
</tr>
<tr>
<td>December 31, 2019</td>
<td>On extension</td>
<td>Yes</td>
<td>No</td>
<td>160,847</td>
</tr>
<tr>
<td>Current:</td>
<td></td>
<td></td>
<td></td>
<td>147,542</td>
</tr>
</tbody>
</table>

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business’s monthly budget for January, 2020.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Total Monthly Expenditures</th>
<th>Monthly Net Income Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Income</td>
<td></td>
<td>51830</td>
</tr>
<tr>
<td>Personnel (Salary &amp; Wages)</td>
<td>8312</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>1058</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inventory</td>
<td>22564</td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>1116</td>
<td></td>
</tr>
<tr>
<td>Occupancy (Rent &amp; Utilities)</td>
<td>1690</td>
<td></td>
</tr>
<tr>
<td>Telecommunications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify) Advertising</td>
<td>2613</td>
<td></td>
</tr>
<tr>
<td>Other (Specify) Repairs and mainten:</td>
<td>652</td>
<td></td>
</tr>
<tr>
<td>Other (Specify) Miscellaneous</td>
<td>899</td>
<td></td>
</tr>
<tr>
<td>Total of All Expenditures</td>
<td></td>
<td>38904</td>
</tr>
<tr>
<td>Monthly Net Income (Total Income – Total of All Expenditures)</td>
<td></td>
<td>12926</td>
</tr>
</tbody>
</table>
# DOCUMENTATION of EMPLOYEE STATUS

Provide a list of all personnel that were employed as of January 1, 2020 as well as new hires since that date. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee's Last 4 Digits of Social Security #</th>
<th>Status on 12/31/19</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employed</td>
<td>Hired after 12/31/19</td>
<td>Employed working at business location</td>
</tr>
<tr>
<td>Alice Ardis</td>
<td>2721</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Hannah Baysinger</td>
<td>1267</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Ruthie Bertram</td>
<td>2350</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Tracy Carson</td>
<td>6358</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Tom Eckstein</td>
<td>1302</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Melissa Goodhart</td>
<td>0518</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Annie Jockish</td>
<td>4088</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Scott Moon</td>
<td>9985</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Tara Nguyen</td>
<td>5429</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Whitney Norton</td>
<td>8687</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Jake Rockhold</td>
<td>5122</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Samantha Rockhold</td>
<td>9919</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Adam Sidler</td>
<td>5951</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Annie Spears</td>
<td>4099</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Grace Spears</td>
<td>6053</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Isabel Spears</td>
<td>6683</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>James Spears</td>
<td>5745</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Molly Spears</td>
<td>3799</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Samantha Spears</td>
<td>9919</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Jackson Ulrich</td>
<td>3947</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Alisha White</td>
<td>8706</td>
<td>yes</td>
<td>no</td>
</tr>
</tbody>
</table>

**TOTAL:** 21
BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer
James W. Spears
Typed Name of Chief Executive Officer
JIM-KOU, Inc.
Name of Business
2801 W. Farmington Rd., We
Business Address

06/04/2020
Date

FEIN #
NA
DUNS #
5812, 5813
SIC #
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

JIM-KOU, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 08, 1982, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of JUNE A.D. 2020.

Jesse White
SECRETARY OF STATE
IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Canam B&R Inc

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐ Yes, registered in ______ County  ☑ No

Supported Business Address 1: 103 Roosevelt St

Supported Business Address 2:

Supported Business City: Bartonville

Supported Business State: IL

Supported Business Zip: 99999-9999: 61607

Supported Business Phone Number 309-697-2023

Supported Business E-Mail Address: jkempthorne@hotmail.com

Supported Business FEIN or ITIN: [Redacted]

Supported Business DUNS (if not available, insert N/A): N/A

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 5812

Supported Business Authorized Signatory Contact:

*Signatory must sign Participation Agreement and Business Certification Form*

<table>
<thead>
<tr>
<th>Last Name</th>
<th>Kempthorne</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
<td>Joann</td>
</tr>
<tr>
<td>Title</td>
<td>Owner</td>
</tr>
<tr>
<td>Daytime Phone</td>
<td>309-472-7157</td>
</tr>
<tr>
<td>Home Phone</td>
<td>309-472-7157</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:jkempthorne@hotmail.com">jkempthorne@hotmail.com</a></td>
</tr>
</tbody>
</table>

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency?  ☐ No  ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: Payment Protection Program  Amount Received: $27,176

Funding Program Name:  Amount Received: $
<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance</th>
<th>TOTAL EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Working Capital</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>
## SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

### 1)  
- Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois’ Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

  **NOTE:** (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- **A.** Negotiate an Indirect Cost Rate with the State of Illinois’ Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- **B.** Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- **C.** Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

### 2a)  
- Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c).

  **NOTE:** (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

### 2b)  
- Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit.

  **NOTE:** (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

### 3)  
- Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

  **NOTE:** (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

### 4)  
- For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:
  - [ ]  Is included as a “Special Indirect Cost Rate” in our NICRA (2 CFR 200 Appendix IV (5)
  - [ ]  Complies with other statutory policies (please specify):

  The Restricted Indirect Cost Rate is _____%  

### 5)  
- No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

**Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected**

- **Period Covered by the NICRA:** From: _______________ To: _______________ (mm/dd/yyyy)
- **Approving Federal/State agency (please specify):** _______________
- **The Indirect Cost Rate is:** _______________%  
  **The Distribution Base is:** _______________
**15). Working Capital**: Costs directly related to the service or activities of the business.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of time</th>
<th>Capital Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel (Salaries and Wages)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Occupancy (Rent/Mortgage Payments)</td>
<td>1</td>
<td>monthly</td>
<td>$ 1,000.00</td>
<td>2</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>Utilities (Electrical, Gas, Water, Sewer)</td>
<td>1</td>
<td>monthly</td>
<td>$ 1,500.00</td>
<td>2</td>
<td>$ 3,000.00</td>
</tr>
<tr>
<td>Telecommunications &amp; Internet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Inventory/Goods Necessary to do Business</td>
<td>1</td>
<td>monthly</td>
<td>$ 10,000.00</td>
<td>2</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>Supplies (office-related)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Contractual Services (pest control, cleaning, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Other (specify):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Other (specify):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Other (specify):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 25,000.00</td>
</tr>
</tbody>
</table>

**Total State-Funded Working Capital** $ 25,000.00
**Section C - Budget Worksheet & Narrative**

**Budget Narrative Summary**—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Working Capital</td>
<td>$ 25,000.00</td>
<td>$ 25,000.00</td>
</tr>
<tr>
<td><strong>State Request</strong></td>
<td>$ 25,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>Non-State Amount</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COSTS</strong></td>
<td>$ 25,000.00</td>
<td></td>
</tr>
</tbody>
</table>
§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
CANAM B&R INC PROJECT SUMMARY

Describe your business Canam B&R Inc is a restaurant and bar operation in Bartonville, IL. The business operates a “Hammer’ Bar & Restaurant” where 60% of the operation are on the restaurant idea of the business and 40% is from the bar. The current owner has been at this location since 2007.

Why do you need the fund and how would they help you reopen and stay open? Under the restriction put in place by the State of Illinois our operation has been substantially reduced. Until this past week when we could have outdoor dining the carryout business was minimal at best. The carryout business was not a focus of our operation since we started in 2007. Currently, the outdoor dining area is very small, inclement weather allowed zero outdoor dining, and the social distancing requirement limited the number of individuals we can serve. With the fund we would be able to eventually rehire our laid off staff but would not do so until the threat of the virus transmission has been reduced. We are not delinquent on regular expenses but a time goes forward our cash flow is decreasing significantly.

What would be the specific use of the fund? The business would use the fund to support our monthly rent, cost of utilities, and the partial cost of goods purchased to operate.

Previous COVID 19 funding The business received a PPP grant for wage and fringe benefit for our employees. The grant we are seeking from this application will be for working capital only.

Explain why other financing option could not be obtained and what would happen if funding is denied. The owner felt it was too risky to borrow money to be utilized during a forced shutdown by the State of Illinois. Our net revenue margin during the last 3 years has barely broken even. Adding debt to this profit/loss did not seem prudent. If funding is denied we face the possibility of bankruptcy and would be forced to close permanently.

Explain your commitment to remain open or reopen and retain or re-employ permanent job “Hammer’ Bar & Restaurant” has been a Bartonville fixture for over 20 years. The business has been a terrific community pont and is recognized as a table/uce full business. During our annual operation we often hold fundraisers for a variety of groups including St. Jude, Biker for Ta Ta, Lime tone Community High School athletic, local church, homeless shelter, and other. Our goal is to weather this financial storm with the assistance of the grant opportunity and get back to full operation in the next few months and the ability to rehire laid off staff.
NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Net Income</th>
<th>Net Income derived from Profit/Loss Statement? (Yes/No)</th>
<th>Net Income calculated from total sales – total expenses? (Yes/No)</th>
<th>Cash Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>309,459.00</td>
<td>yes</td>
<td>yes</td>
<td>54,286.15</td>
</tr>
<tr>
<td>December 31, 2018</td>
<td>297,096.00</td>
<td>yes</td>
<td>yes</td>
<td>71,629.41</td>
</tr>
<tr>
<td>December 31, 2019</td>
<td>318,133.00</td>
<td>yes</td>
<td>yes</td>
<td>54,919.75</td>
</tr>
<tr>
<td>Current:</td>
<td></td>
<td></td>
<td></td>
<td>61,272.24</td>
</tr>
</tbody>
</table>

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business’s monthly budget for January, 2020.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Total Monthly Expenditures</th>
<th>Monthly Net Income Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Income</td>
<td></td>
<td>48,580</td>
</tr>
<tr>
<td>Personnel (Salary &amp; Wages)</td>
<td>8,175</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>900</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>139</td>
<td></td>
</tr>
<tr>
<td>Inventory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>1,805</td>
<td></td>
</tr>
<tr>
<td>Occupancy (Rent &amp; Utilities)</td>
<td>5,680</td>
<td></td>
</tr>
<tr>
<td>Telecommunications</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td>22,069</td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td>4,374</td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td>4,791</td>
<td></td>
</tr>
<tr>
<td>Total of All Expenditures</td>
<td></td>
<td>48,083</td>
</tr>
<tr>
<td>Monthly Net Income (Total Income – Total of All Expenditures)</td>
<td></td>
<td>497</td>
</tr>
</tbody>
</table>
**DOCUMENTATION of EMPLOYEE STATUS**

Provide a list of all personnel that were employed as of January 1, 2020 as well as new hires since that date. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee’s Last 4 Digits of Social Security #</th>
<th>Status on 12/31/19</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Employed</td>
<td>Hired after 12/31/19</td>
</tr>
<tr>
<td>Contreras, Araceli</td>
<td>2294</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Hamilton, Cody</td>
<td>7085</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Kempthorne, Brad</td>
<td>6654</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Kempthorne, Joann</td>
<td>1320</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Maher, Joe</td>
<td>9295</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Neil, Joshua</td>
<td>9263</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Noel, Jane</td>
<td>3246</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Contreras, Armando</td>
<td>7651</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Donald, Alisha</td>
<td>5196</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>Whitmore, Leanne</td>
<td>2565</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL:** 7
BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

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The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer

Joann Kempthorne

Typed Name of Chief Executive Officer

Canam B&R Inc

Name of Business

103 Roosevelt St., Bartonville, IL

Business Address

06/05/2020

Date

FEIN #

DUNS #

5812

SIC #

State of Illinois - Dept. of Commerce and Economic Opportunity (DCEO) Clarified 4/1/2020
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that CANAM B&R INC., a DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 22, 2007, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of JUNE A.D. 2020.

Jesse White
SECRETARY OF STATE
IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: JPLaw Services

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☑ Yes, registered in Peoria County ☐ No

Supported Business Address 1: 4440 N. Prospect Rd.

Supported Business Address 2: Suite C

Supported Business City: Peoria Heights

Supported Business State: IL

Supported Business Zip: 99999-9999: 61616-6580

Supported Business Phone Number: 309-688-2155

Supported Business E-Mail Address: orders.kk602@kk602@comcast.net

Supported Business FEIN or ITIN: N/A

Supported Business DUNS (if not available, insert N./A): 185475006

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 733400

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Lawless
First Name: James
Title: President
Daytime Phone: 309-688-2155
Home Phone: 309-690-3278
E-Mail: jlawless.kk602@comcast.net

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: PPP Amount Received: $12,300.00

Funding Program Name: EIDL Amount Received: $2,000.00
JPLAW SERVICES INC  PROJECT SUMMARY

I have been in business 16 5 year operating at the current location for 6 year. We are a 100% locally owned digital print services business.

We mainly work business to business with some minimal walk in customer. I am requesting a stabilization grant to remain open in hope of a return to pre covid level. I am trying to keep my elf and a long term (30+ year) employee working. We do not run a large payroll, but it is important to each of our household. My business was viable prior to the shut down. I have seen dramatically reduced revenue in April and May 2020 compared to the same period for the prior 3 year. Revenue is down 49% The June 2020 revenue has remained off at the same level or worse.

A large portion of my business is based on organizations and companies having large events. I print a large number of programs for graduation, play, dance recital and fundraising event. I print ign and banner for community event and concert. I also print and mail invite for large not for profit organization event. None of the event can take place or will take place as all large event have been cancelled through the summer.

The fund would be used for rent, lease on digital copier, loan on finishing equipment, payroll, utilities, machine maintenance, insurance and phone. I received the PPP and EIDL funding and used it to keep payroll going through April and May. The fund have been expended per the rule. I also received a $1,500 Village of Peoria Heights grant for June rent. I missed my April rent payment and have fallen 1 one month behind on my equipment lease and equipment maintenance. I had the bank defer my loan for 3 month paying interest only. The loan kick back into full payment June 25, 2020. The business was also paying back a loan to the owner at $600 a month, which was suspended in April 2020. With the business carrying the lease and 2 loan payment plus rent, it is not viable to add additional loan onto the business through other funding source.

The business run on a thin margin and additional debt would be detrimental to long term viability. We do not receive funding or assistance from other source. Please consider my application for the stabilization grant. The grant would be used wisely to fund the business operation a budgeted in the application. I plan on trying to remain open and viable for the foreseeable future. Thank for your consideration.
NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

<table>
<thead>
<tr>
<th>Fiscal Year Ending:</th>
<th>Net Income</th>
<th>Net Income derived from Profit/Loss Statement? (Yes/No)</th>
<th>Net Income calculated from total sales – total expenses? (Yes/No)</th>
<th>Cash Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>-2782.00</td>
<td>yes</td>
<td>yes</td>
<td>12483.73</td>
</tr>
<tr>
<td>December 31, 2018</td>
<td>-3625.00</td>
<td>yes</td>
<td>yes</td>
<td>18,538.71</td>
</tr>
<tr>
<td>December 31,2019</td>
<td>7316.00</td>
<td>yes</td>
<td>yes</td>
<td>14129.82</td>
</tr>
<tr>
<td>Current:</td>
<td></td>
<td></td>
<td></td>
<td>19178.20</td>
</tr>
</tbody>
</table>

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business’s monthly budget for January, 2020.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Total Monthly Expenditures</th>
<th>Monthly Net Income Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Income</td>
<td></td>
<td>15700</td>
</tr>
<tr>
<td>Personnel (Salary &amp; Wages)</td>
<td>4710</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>2080</td>
<td></td>
</tr>
<tr>
<td>Inventory</td>
<td>2500</td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>475</td>
<td></td>
</tr>
<tr>
<td>Occupancy (Rent &amp; Utilities)</td>
<td>2695</td>
<td></td>
</tr>
<tr>
<td>Telecommunications</td>
<td>585</td>
<td></td>
</tr>
<tr>
<td>Other (Specify) Insurance</td>
<td>160</td>
<td></td>
</tr>
<tr>
<td>Other (Specify) Job Outs, Copier M</td>
<td>3500</td>
<td></td>
</tr>
<tr>
<td>Other (Specify) Int, Adv, Fees, Dues</td>
<td>875</td>
<td></td>
</tr>
<tr>
<td>Total of All Expenditures</td>
<td></td>
<td>17580</td>
</tr>
<tr>
<td>Monthly Net Income (Total Income – Total of All Expenditures)</td>
<td>-1880</td>
<td></td>
</tr>
</tbody>
</table>
**DOCUMENTATION of EMPLOYEE STATUS**

Provide a list of all personnel that were employed as of January 1, 2020 as well as new hires since that date. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee’s Last 4 Digits of Social Security #</th>
<th>Status on 12/31/19</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Employed</td>
<td>Hired after 12/31/19</td>
</tr>
<tr>
<td>Carl Innis</td>
<td>6714</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>James Lawless</td>
<td>1487</td>
<td>yes</td>
<td>no</td>
</tr>
</tbody>
</table>
BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

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The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer

James P. Lawless

Typed Name of Chief Executive Officer

JPLaw Services, Inc. dba Kwik Kopy Business Solutions

Name of Business

4440 N. Prospect Rd., Ste C, Peoria Heights, IL 61616

Business Address

06/09/2020

Date

FEIN #

185475006

DUNS #

733400

SIC #
Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 63268267

Entity Name JPLAW SERVICES, INC.

Status ACTIVE

Entity Information

Entity Type CORPORATION

Type of Corp DOMESTIC BCA

Incorporation Date (Domestic) Monday, 15 December 2003

State ILLINOIS

Duration Date PERPETUAL

Agent Information
Name
JAMES P. LAWLESS

Address
5918 N BRIARWOOD LANE
PEORIA, IL 61614

Change Date
Monday, 15 December 2003

Annual Report

Filing Date
Friday, 15 November 2019

For Year
2019

Officers

President
Name & Address
JAMES P LAWLESS 5918 NORTH BRIARWOOD LANE PEORIA 61614

Secretary
Name & Address
SAME

Return to Search

File Annual Report
Adopting Assumed Name
Articles of Amendment Effecting A Name Change
Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)
IV BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Wayne Printing Company

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐ Yes, registered in Peoria County ☑ No

Supported Business Address 1 7917 N Kickapoo-Edwards Road

Supported Business Address 2:

Supported Business City: Edwards

Supported Business State: IL

Supported Business Zip: 99999-9999: 61528

Supported Business Phone Number: (309)691-2496

Supported Business E-Mail Address: mharms@waynewag.com

Supported Business FEIN or ITIN: [Redacted]

Supported Business DUNS (if not available, insert N/A): N/A

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 2579

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Hoerr
First Name: Kenneth
Title: President
Daytime Phone: (309)635-2764
Home Phone:
E-Mail: khoerr@mtco.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: PPP Amount Received: $132,000

Funding Program Name:
Amount Received: $
WAYNE PRINTING  PROJECT SUMMARY

Wayne Printing is a commercial printer. We have been at our current location over 20 years. Business has been substantially reduced due to the restrictions that shut down operations for over a month. In addition, some customers are not paying. We did receive SBA PPP funds, but that was used for payroll, rent, and utilities. We have other expenses that need to be paid, including vendor.

No other financing options are available. With the company not operating at a profit, the funds are essential to remaining in business.

Wayne Printing has been in operation since 1971. With changes in technology, there is reduced business available. However, we are committed to remain in the commercial business. We have many loyal and longtime customers. Finally, our employees have been with the company for a long time and remain loyal to Wayne Printing.
NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Net Income</th>
<th>Net Income derived from Profit/Loss Statement? (Yes/No)</th>
<th>Net Income calculated from total sales - total expenses? (Yes/No)</th>
<th>Cash Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>-122,186</td>
<td>YES</td>
<td>YES</td>
<td>23,646</td>
</tr>
<tr>
<td>December 31, 2018</td>
<td>-75,713</td>
<td>YES</td>
<td>YES</td>
<td>39,232</td>
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<tr>
<td>December 31, 2019</td>
<td>-92,612</td>
<td>YES</td>
<td>YES</td>
<td>38,923</td>
</tr>
<tr>
<td>Current</td>
<td></td>
<td></td>
<td></td>
<td>17,978</td>
</tr>
</tbody>
</table>

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business’s monthly budget for January 2020.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Total Monthly Expenditures</th>
<th>Monthly Net Income Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Income</td>
<td></td>
<td>67,865</td>
</tr>
<tr>
<td>Personnel (Salary &amp; Wages)</td>
<td>50,684</td>
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<tr>
<td>Fringe Benefits</td>
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<tr>
<td>Equipment</td>
<td>866</td>
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<tr>
<td>Inventory</td>
<td>3,650</td>
<td></td>
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<tr>
<td>Supplies</td>
<td>1,926</td>
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</tr>
<tr>
<td>Occupancy (Rent &amp; Utilities)</td>
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<tr>
<td>Telecommunications</td>
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<tr>
<td>Other (Specify) Lease Payments</td>
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<tr>
<td>Other (Specify) Insurance</td>
<td>4,350</td>
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<tr>
<td>Other (Specify) Professional SVC</td>
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<td>Total of All Expenditures</td>
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<td>70,537.00</td>
</tr>
<tr>
<td>Monthly Net Income (Total Income - Total of All Expenditures)</td>
<td></td>
<td>2672.00</td>
</tr>
</tbody>
</table>
**DOCUMENTATION of EMPLOYEE STATUS**

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<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee’s Last 4 Digits of Social Security #</th>
<th>Status on 12/31/19</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employed</td>
<td>Hired after 12/31/19</td>
<td>Employed working at business location</td>
</tr>
<tr>
<td>Beard, Billie Joe</td>
<td>2540</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Brackett, LuAnne</td>
<td>8204</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Chapman, Donald</td>
<td>0206</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Emhoff, Brian</td>
<td>9761</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Guimond, Garry</td>
<td>8833</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoerr Joseph E</td>
<td>7224</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Hoerr Scott J</td>
<td>6870</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Kinney Chris M</td>
<td>9669</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Marinich, Kimberly L</td>
<td>5306</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mattern, Christopher L</td>
<td>2327</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>McCoy, Sue E</td>
<td>0363</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Nauman, Vicky S</td>
<td>5979</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Norwood, Eric E</td>
<td>4451</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Parr Valerie A</td>
<td>9291</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Schultz, Charity A</td>
<td>143</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skinner Tom E</td>
<td>4171</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Swigert, Charles</td>
<td>9180</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>York, Dennis D</td>
<td>0590</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL:** 14
BUSINESS CERTIFICATIONS

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The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer

Kenneth E. Hoerr

Typed Name of Chief Executive Officer

Wayne Printing Company

Name of Business

7917 N Kickapoo-Edwards Rd

Business Address

06/10/2020

Date

FEIN #

N/A

DUNS #

2759

SIC #
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that WAYNE PRINTING COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 04, 1990, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 9TH day of JUNE A.D. 2020.

Jesse White
SECRETARY OF STATE
IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Gil's Supper Club, Ltd.

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐ Yes, registered in County

☑ No

Supported Business Address 1: 12703 W Farmington Rd

Supported Business Address 2:

Supported Business City: Hanna City

Supported Business State: Illinois

Supported Business Zip: 99999-9999: 61536

Supported Business Phone Number: 309-565-7889

Supported Business E-Mail Address: jpassmore@greimandco.com

Supported Business FEIN or ITIN: [redacted]

Supported Business DUNS (if not available, insert N/A): N/A

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 5812

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: Smith
First Name: Cynthia
Title: President
Daytime Phone: 309-370-3133
Home Phone: 309-370-3133
E-Mail: goouttoeat59@gmail.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: SBA PPP Amount Received: $235,147.00

Funding Program Name: __________________________ Amount Received: $
DOCUMENTATION of EMPLOYEE STATUS

Provide a list of all personnel that were employed as of January 1, 2020 as well as new hires since that date. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee's Last 4 Digits of Social Security #</th>
<th>Status on 12/31/19</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barbour, Maudie</td>
<td>5152</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Brown-Stenger Meleah</td>
<td>3421</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Baysingar, Carter</td>
<td>8336</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Vinegar, Samantha</td>
<td>0537</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Blacet, Terren</td>
<td>0353</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Boyd, Dane</td>
<td>1881</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Brewer, Amy</td>
<td>5047</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Chrestenson, Jason</td>
<td>6152</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Coile, Melissa</td>
<td>4027</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Conklin, Frank</td>
<td>9834</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Cooper, Christopher</td>
<td>1144</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Cox, Karlan</td>
<td>7648</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Cox, Madisyn</td>
<td>3916</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Cranford, Dereck</td>
<td>7935</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Dare, Angela</td>
<td>0187</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Dray, Karla</td>
<td>4623</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Fiser, Devin</td>
<td>8583</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Fiser, Preston</td>
<td>4790</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Gerber, Cade</td>
<td>9512</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Gillenwater, Kara</td>
<td>5849</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Haynes, Katrina</td>
<td>1367</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Herron, Melissa</td>
<td>1836</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Huffman, Jamie</td>
<td>0391</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Husemann, Blake</td>
<td>1192</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Irons, Tori</td>
<td>9458</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Code</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>------</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Smith, Katelyn</td>
<td>8236</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Walraven, Daniel</td>
<td>6480</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Jennings, Rosalie</td>
<td>1288</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Kaczmarek, Connor</td>
<td>5977</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Zook, Collette</td>
<td>0418</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Kijanowski, Cole</td>
<td>8144</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Kobiella, Shannon</td>
<td>9603</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Langenbahn, Jaimi</td>
<td>0721</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>McQuellon, Brady</td>
<td>1132</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Nelson, Kristen</td>
<td>5635</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Nelson, William</td>
<td>8196</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Noe, Austin</td>
<td>3286</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Patten, Makayla</td>
<td>9926</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Ray, Jared</td>
<td>7917</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Riesselman, Scarlett</td>
<td>0447</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Royer, Megan</td>
<td>2581</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Schaer, Craig</td>
<td>5389</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Schaus, Courtney</td>
<td>5190</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Schmick, Jordan</td>
<td>7068</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Schwark, Charles</td>
<td>4026</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Smith, Cynthia</td>
<td>2725</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Smith, Matthew</td>
<td>4476</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Smith, Michael</td>
<td>8642</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Stenger, Matthew</td>
<td>8292</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td></td>
<td>42</td>
</tr>
</tbody>
</table>
STATE OF ILLINOIS

UNIFORM GRANT BUDGET TEMPLATE

Commerce & Economic Opportunity

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Peoria County</th>
<th>DUNS#</th>
<th>071436208</th>
<th>NOFO #</th>
<th>2398-1381</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSFA Number:</td>
<td>420-75-2398</td>
<td>CSFA Description:</td>
<td>Downstate Small Business Stabilization</td>
<td>Fiscal Year:</td>
<td>2020</td>
</tr>
</tbody>
</table>

SECTION A – STATE OF ILLINOIS FUNDS

<table>
<thead>
<tr>
<th>Revenues</th>
<th>TOTAL REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a). State of Illinois Grant Amount Requested</td>
<td>$</td>
</tr>
</tbody>
</table>

$25,000.00

<table>
<thead>
<tr>
<th>BUDGET SUMMARY STATE OF ILLINOIS FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Expenditure Categories</td>
</tr>
<tr>
<td>---------------------------------</td>
</tr>
<tr>
<td>15. Working Capital</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1)☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois’ Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

A. Negotiate an Indirect Cost Rate with the State of Illinois’ Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a)☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c).

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

2b)☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3)☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(i) & (200.68).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4)☐ Is included as a “Special Indirect Cost Rate” in our NICRA (2 CFR 200 Appendix IV (5) Or;
☐ Complies with other statutory policies (please specify):

The Restricted Indirect Cost Rate is 

5) X No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

Period Covered by the NICRA: From: __________________________ To: __________________________ (mm/dd/yyyy)

Approving Federal/State agency (please specify): __________________________

The Indirect Cost Rate is: 

The Distribution Base is: __________________________
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of time</th>
<th>Capital Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel (Salaries and Wages)</td>
<td>1</td>
<td></td>
<td>$7,500.00</td>
<td>monthly</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>1</td>
<td></td>
<td>$2,000.00</td>
<td>monthly</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Occupancy (Rent/Mortgage Payments)</td>
<td>1</td>
<td></td>
<td>$1,500.00</td>
<td>monthly</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Utilities (Electrical, Gas, Water, Sewer)</td>
<td>1</td>
<td></td>
<td>$2,000.00</td>
<td>monthly</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Telecommunications &amp; Internet</td>
<td>1</td>
<td></td>
<td>$1,500.00</td>
<td>monthly</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Inventory/Goods Necessary to do Business</td>
<td>1</td>
<td></td>
<td>$7,500.00</td>
<td>monthly</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Supplies (office-related)</td>
<td>1</td>
<td></td>
<td>$2,000.00</td>
<td>monthly</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Contractual Services (pest control, cleaning, etc.)</td>
<td>1</td>
<td></td>
<td>$1,500.00</td>
<td>monthly</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Other (specify): payroll taxes</td>
<td>1</td>
<td></td>
<td>$500.00</td>
<td>monthly</td>
<td>$500.00</td>
</tr>
<tr>
<td>Other (specify): sales taxes</td>
<td>1</td>
<td></td>
<td>$500.00</td>
<td>monthly</td>
<td>$500.00</td>
</tr>
<tr>
<td>Other (specify): credit card fees</td>
<td>1</td>
<td></td>
<td>$500.00</td>
<td>monthly</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Total State-Funded Working Capital: $25,000.00
### Peoria County

#### Budget Narrative Summary
When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Working Capital</td>
<td></td>
<td>$25,000.00</td>
</tr>
<tr>
<td>State Request</td>
<td></td>
<td>25,000.00</td>
</tr>
<tr>
<td>Non-State Amount</td>
<td></td>
<td>$25,000.00</td>
</tr>
<tr>
<td>TOTAL PROJECT COSTS</td>
<td></td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>
§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
GIL’S SUPPER CLUB, LTD.  PROJECT SUMMARY

Gil’ Supper Club, Ltd is a restaurant and bar which offer it down dining and carry out service. We have been in operation at this location since February 19, 1991.

We are currently limited to carry out and curbside service and the bar operations are closed. If we receive the funds we could rehire laid-off staff.

We would use the funds to pay for the cost of food, payroll taxes, and credit card fees.

We received $235,000 in SBA PPP. We are currently using the funds for payroll, rent, utilities, and health insurance. We would use the funds from this grant to pay for the cost of food, payroll taxes, and credit card fees.

We have been in operation at this location for 29 years and want to continue supporting our community. We value our employees and are committed to providing them with a job.
NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Net Income</th>
<th>Net Income derived from Profit/Loss Statement? (Yes/No)</th>
<th>Net Income calculated from total sales – total expenses? (Yes/No)</th>
<th>Cash Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>($15,756)</td>
<td>Yes</td>
<td>No</td>
<td>$106,943</td>
</tr>
<tr>
<td>December 31, 2018</td>
<td>($15,145)</td>
<td>Yes</td>
<td>No</td>
<td>$43,266.</td>
</tr>
<tr>
<td>December 31, 2019</td>
<td>($68,236)</td>
<td>Yes</td>
<td>No</td>
<td>$19,042</td>
</tr>
<tr>
<td>Current:</td>
<td></td>
<td></td>
<td></td>
<td>$91,901</td>
</tr>
</tbody>
</table>

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business’s monthly budget for January, 2020.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Total Monthly Expenditures</th>
<th>Monthly Net Income Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Income</td>
<td>$154,255</td>
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</tr>
<tr>
<td>Personnel (Salary &amp; Wages)</td>
<td>$66,740</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$4,909</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inventory</td>
<td>$72,318</td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>$753</td>
<td></td>
</tr>
<tr>
<td>Occupancy (Rent &amp; Utilities)</td>
<td>$11,601</td>
<td></td>
</tr>
<tr>
<td>Telecommunications</td>
<td>$780</td>
<td></td>
</tr>
<tr>
<td>Other (Specify) Professional Fees</td>
<td>$3913</td>
<td></td>
</tr>
<tr>
<td>Other (Specify) Payroll Taxes, Rep</td>
<td>$9,029</td>
<td></td>
</tr>
<tr>
<td>Other (Specify) Office Supplies, Lab</td>
<td>$6,439</td>
<td></td>
</tr>
<tr>
<td>Total of All Expenditures</td>
<td>$176,482</td>
<td></td>
</tr>
<tr>
<td>Monthly Net Income (Total Income – Total of All Expenditures)</td>
<td>($22,225)</td>
<td></td>
</tr>
</tbody>
</table>
BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer

Cynthia L. Smith, President

Typed Name of Chief Executive Officer

Gil's Supper Club, Ltd.

Name of Business

12703 Farmington Rd, Han

Business Address

06/10/2020

Date

FEIN #

N/A

DUNS #

5812

SIC #

State of Illinois - Dept. of Commerce and Economic Opportunity (DCEO)  Clarified 4/1/2020
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

GIL’S SUPPER CLUB, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 19, 1991, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 10TH day of JUNE A.D. 2020.

Jesse White
SECRETARY OF STATE
Fair Housing Resolution
For Peoria County, Illinois

LET IT BE KNOWN TO ALL PERSONS of the County of Peoria that discrimination in the sale, rental, lease, advertising of sale, rental or lease, financing of housing or land to be used for construction of housing, or in the provision of brokerage or rental services because of race, color, religion, sex, disability (physical or mental), familial status (children) or national origin is prohibited by Title VIII of the federal Fair Housing Amendments Act of 1988. It is the policy of the County of Peoria to support the Fair Housing Amendments Act of 1988 and to implement a Fair Housing Program to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, disability (physical and mental), familial status (1. children, and 2. actual or perceived sexual orientation, gender identity or marital status or its members), or national origin. Therefore, the County does hereby pass the following Resolution:

BE IT RESOLVED that within the resources available to the County through city, county, state, federal and community volunteer sources, the County will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint with Illinois Department of Human Rights and/or the U.S. Department of Housing and Urban Development, Chicago Regional Office Compliance Division, that they may seek equity under federal and state laws.

BE IT FURTHER RESOLVED that the County shall publicize this Resolution and through this publicity shall cause real estate brokers and sellers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders, builders, developers, home buyers and home or apartment renters to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances.

THE FAIR HOUSING PROGRAM, for the purpose of informing those affected of their respective responsibilities and rights concerning Fair Housing law and complaint procedures, will at a minimum include, but not be limited to: 1) the printing, publicizing and distribution of this Resolution; 2) the distribution of posters, flyers, pamphlets and other applicable Fair Housing information provided by local, state and federal sources, through local media of community contacts; and 3) the publicizing of locations where assistance will be provided to those seeking to file a discrimination complaint.

EFFECTIVE DATE This Resolution shall take effect _____________.

APRIL 9, 2020
APPROVED BY A UNANIMOUS VOICE VOTE OF 15 AYES
W-9 Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

   County of Peoria

   3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

      □ Individual (sole proprietor) or single-member LLC
      □ C Corporation
      □ S Corporation
      □ Partnership
      □ Real estate limited liability company. Enter the tax classification (C Corporation, S Corporation, Partnership) on line 4.

      Note: Check the appropriate box in line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

   4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 5):

      Exempt organization code (if any)

      Exemption from FATCA reporting code (if any)

   5. Address (number, street, and apt. or suite no.) See instructions.

   6. City, state, and ZIP code

   Peoria, IL 61602

   7. List account number(s) here (optional)

   Part I

   Taxpayer Identification Number (TIN)

   Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

   Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

   Part II

   Certification

   Under penalties of perjury, I certify that:

   1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

   2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

   3. I am a U.S. citizen or other U.S. person (defined below); and

   4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

   Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

   Sign Here

   Signature of U.S. person

   Date

   General Instructions

   Section references are to the Internal Revenue Code unless otherwise noted.

   Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

   Purpose of Form

   An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amounts reportable on an information return. Examples of information returns include, but are not limited to, the following.

   • Form 1099-INT (interest earned or paid)
   • Form 1099-DIV (dividends, including those from stocks or mutual funds)
   • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
   • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
   • Form 1099-S (proceeds from real estate transactions)
   • Form 1099-K (merchant card and third party network transactions)
   • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
   • Form 1098-C (canceled debt)
   • Form 1099-A (acquisition or abandonment of secured property)

   Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
Dear Taxpayer:

This letter is in response to your telephone inquiry of October 25th, 2011.

Your Employer Identification Number (EIN) is 37-6001763. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mildred M Nichols-Ross
1000196359
Customer Service Representative
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Executive Committee does hereby recommend passage of the following Resolution:

RE: A RESOLUTION IN SUPPORT OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUND TO BE USED FOR THE BENEFIT OF C.D.A.C., Inc.

RESOLUTION

WHEREAS, the County of Peoria is applying to the State of Illinois for a Community Development Block Grant (“CDBG”) Program grant, and

WHEREAS, it is necessary that an application be made, and agreements entered with the State of Illinois; and

WHEREAS, C.D.A.C., Inc. is, in the opinion of the County of Peoria, a business eligible for assistance by CDBG Economic Development Downstate Small Business Stabilization funds; and

WHEREAS, the Peoria County Board and the Peoria County Board Chairman have deemed it in the best interests of the County of Peoria to adopt this Resolution in Support of an Application for Community Development Block Grant Funds to be used for the benefit of C.D.A.C., Inc.

NOW, THEREFORE, BE IT RESOLVED as follows:

1) That the County of Peoria hereby supports the Application for Community Development Block Grant Funds by the County of Peoria to be used for the benefit of C.D.A.C., Inc;

2) That the County of Peoria apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said applications to accomplish the foregoing;

3) That the County Board Chairman and County Clerk on behalf of the County shall execute and deliver such documents and all other documents necessary for the carrying out of said applications and the foregoing, including without limitation any necessary Participation Agreements and certifications;

4) That the County Board Chairman and County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant;

5) The County Board Chairman and Peoria County State’s Attorney are hereby authorized prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the County of Peoria to C.D.A.C., Inc., to execute any and all documents necessary to secure, encumber or otherwise collateralize or guarantee of any assets (real, personal or mixed) of
C.D.A.C., Inc., or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under any agreements, including without limitation Participation Agreements, pursuant to any authority granted to the County of Peoria thereunder. Without limiting the foregoing, the County Board Chairman and/or State’s Attorney are hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary by the County Board Chairman and State’s Attorney.

Passed this 9th day of July, 2020.

ATTEST: ________________________________________  ________________________
(County Clerk)                                          (County Board Chairman)
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Executive Committee does hereby recommend passage of the following Resolution:

RE: A RESOLUTION IN SUPPORT OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUND TO BE USED FOR THE BENEFIT OF JIM-KOU, Inc.

RESOLUTION

WHEREAS, the County of Peoria is applying to the State of Illinois for a Community Development Block Grant ("CDBG") Program grant, and

WHEREAS, it is necessary that an application be made, and agreements entered with the State of Illinois; and

WHEREAS, JIM-KOU, Inc. is, in the opinion of the County of Peoria, a business eligible for assistance by CDBG Economic Development Downstate Small Business Stabilization funds; and

WHEREAS, the Peoria County Board and the Peoria County Board Chairman have deemed it in the best interests of the County of Peoria to adopt this Resolution in Support of an Application for Community Development Block Grant Funds to be used for the benefit of JIM-KOU, Inc.

NOW, THEREFORE, BE IT RESOLVED as follows:

1) That the County of Peoria hereby supports the Application for Community Development Block Grant Funds by the County of Peoria to be used for the benefit of JIM-KOU, Inc.;

2) That the County of Peoria apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said applications to accomplish the foregoing;

3) That the County Board Chairman and County Clerk on behalf of the County shall execute and deliver such documents and all other documents necessary for the carrying out of said applications and the foregoing, including without limitation any necessary Participation Agreements and certifications;

4) That the County Board Chairman and County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant;

5) The County Board Chairman and Peoria County State’s Attorney are hereby authorized prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the County of Peoria to JIM-KOU, Inc., to execute any and all documents necessary to secure,
encumber or otherwise collateralize or guarantee of any assets (real, personal or mixed) of JIM-KOU, Inc., or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under any agreements, including without limitation Participation Agreements, pursuant to any authority granted to the County of Peoria thereunder. Without limiting the foregoing, the County Board Chairman and/or State’s Attorney are hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary by the County Board Chairman and State’s Attorney.

Passed this 9\textsuperscript{th} day of July, 2020.

ATTEST: ___________________________                       ____________________________  
(County Clerk)                                                    (County Board Chairman)
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Executive Committee does hereby recommend passage of the following Resolution:

RE: A RESOLUTION IN SUPPORT OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUND TO BE USED FOR THE BENEFIT OF Canam B&R Inc.

RESOLUTION

WHEREAS, the County of Peoria is applying to the State of Illinois for a Community Development Block Grant (“CDBG”) Program grant, and

WHEREAS, it is necessary that an application be made, and agreements entered with the State of Illinois; and

WHEREAS, Canam B&R Inc. is, in the opinion of the County of Peoria, a business eligible for assistance by CDBG Economic Development Downstate Small Business Stabilization funds; and

WHEREAS, the Peoria County Board and the Peoria County Board Chairman have deemed it in the best interests of the County of Peoria to adopt this Resolution in Support of an Application for Community Development Block Grant Funds to be used for the benefit of Canam B&R Inc.

NOW, THEREFORE, BE IT RESOLVED as follows:

1) That the County of Peoria hereby supports the Application for Community Development Block Grant Funds by the County of Peoria to be used for the benefit of Canam B&R, Inc.;

2) That the County of Peoria apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said applications to accomplish the foregoing;

3) That the County Board Chairman and County Clerk on behalf of the County shall execute and deliver such documents and all other documents necessary for the carrying out of said applications and the foregoing, including without limitation any necessary Participation Agreements and certifications;

4) That the County Board Chairman and County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant;
5) The County Board Chairman and Peoria County State’s Attorney are hereby authorized prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the County of Peoria to Canam B&R Inc., to execute any and all documents necessary to secure, encumber or otherwise collateralize or guarantee of any assets (real, personal or mixed) of Canam B&R, Inc., or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under any agreements, including without limitation Participation Agreements, pursuant to any authority granted to the County of Peoria thereunder. Without limiting the foregoing, the County Board Chairman and/or State’s Attorney are hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary by the County Board Chairman and State’s Attorney.

Passed this 9th day of July, 2020.

ATTEST: _________________________________________  _________________________________________
(County Clerk)                                                    (County Board Chairman)
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Executive Committee does hereby recommend passage of the following Resolution:

RE: A RESOLUTION IN SUPPORT OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUND TO BE USED FOR THE BENEFIT OF JPLAW Services, Inc.

RESOLUTION

WHEREAS, the County of Peoria is applying to the State of Illinois for a Community Development Block Grant ("CDBG") Program grant, and

WHEREAS, it is necessary that an application be made, and agreements entered with the State of Illinois; and

WHEREAS, JPLAW Services, Inc. is, in the opinion of the County of Peoria, a business eligible for assistance by CDBG Economic Development Downstate Small Business Stabilization funds; and

WHEREAS, the Peoria County Board and the Peoria County Board Chairman have deemed it in the best interests of the County of Peoria to adopt this Resolution in Support of an Application for Community Development Block Grant Funds to be used for the benefit of JPLAW Services, Inc.

NOW, THEREFORE, BE IT RESOLVED as follows:

1) That the County of Peoria hereby supports the Application for Community Development Block Grant Funds by the County of Peoria to be used for the benefit of JPLAW Services, Inc.;

2) That the County of Peoria apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said applications to accomplish the foregoing;

3) That the County Board Chairman and County Clerk on behalf of the County shall execute and deliver such documents and all other documents necessary for the carrying out of said applications and the foregoing, including without limitation any necessary Participation Agreements and certifications;

4) That the County Board Chairman and County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant;
5) The County Board Chairman and Peoria County State’s Attorney are hereby authorized prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the County of Peoria to JPLAW Services, Inc., to execute any and all documents necessary to secure, encumber or otherwise collateralize or guarantee of any assets (real, personal or mixed) of JPLAW Services, Inc., or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under any agreements, including without limitation Participation Agreements, pursuant to any authority granted to the County of Peoria thereunder. Without limiting the foregoing, the County Board Chairman and/or State’s Attorney are hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary by the County Board Chairman and State’s Attorney.

Passed this 9th day of July, 2020.

ATTEST: ___________________________                       ____________________________
(County Clerk)                                                    (County Board Chairman)
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Executive Committee does hereby recommend passage of the following Resolution:

RE: A RESOLUTION IN SUPPORT OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUND TO BE USED FOR THE BENEFIT OF Wayne Printing, Inc.

RESOLUTION

WHEREAS, the County of Peoria is applying to the State of Illinois for a Community Development Block Grant (“CDBG”) Program grant, and

WHEREAS, it is necessary that an application be made, and agreements entered with the State of Illinois; and

WHEREAS, Wayne Printing, Inc. is, in the opinion of the County of Peoria, a business eligible for assistance by CDBG Economic Development Downstate Small Business Stabilization funds; and

WHEREAS, the Peoria County Board and the Peoria County Board Chairman have deemed it in the best interests of the County of Peoria to adopt this Resolution in Support of an Application for Community Development Block Grant Funds to be used for the benefit of Wayne Printing, Inc.

NOW, THEREFORE, BE IT RESOLVED as follows:

1) That the County of Peoria hereby supports the Application for Community Development Block Grant Funds by the County of Peoria to be used for the benefit of Wayne Printing, Inc.;

2) That the County of Peoria apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said applications to accomplish the foregoing;

3) That the County Board Chairman and County Clerk on behalf of the County shall execute and deliver such documents and all other documents necessary for the carrying out of said applications and the foregoing, including without limitation any necessary Participation Agreements and certifications;

4) That the County Board Chairman and County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant;
5) The County Board Chairman and Peoria County State’s Attorney are hereby authorized prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the County of Peoria to Wayne Printing, Inc. to execute any and all documents necessary to secure, encumber or otherwise collateralize or guarantee of any assets (real, personal or mixed) of Wayne Printing, Inc., or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under any agreements, including without limitation Participation Agreements, pursuant to any authority granted to the County of Peoria thereunder. Without limiting the foregoing, the County Board Chairman and/or State’s Attorney are hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary by the County Board Chairman and State’s Attorney.

Passed this 9th day of July, 2020.

ATTEST: ___________________________                       ____________________________
(County Clerk)                                                    (County Board Chairman)
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Executive Committee does hereby recommend passage of the following Resolution:

RE: A RESOLUTION IN SUPPORT OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUND TO BE USED FOR THE BENEFIT OF Gil’s Supper Club, Ltd.

RESOLUTION

WHEREAS, the County of Peoria is applying to the State of Illinois for a Community Development Block Grant ("CDBG") Program grant, and

WHEREAS, it is necessary that an application be made, and agreements entered with the State of Illinois; and

WHEREAS, Gil’s Supper Club, Ltd. is, in the opinion of the County of Peoria, a business eligible for assistance by CDBG Economic Development Downstate Small Business Stabilization funds; and

WHEREAS, the Peoria County Board and the Peoria County Board Chairman have deemed it in the best interests of the County of Peoria to adopt this Resolution in Support of an Application for Community Development Block Grant Funds to be used for the benefit of Gil’s Supper Club, Ltd.

NOW, THEREFORE, BE IT RESOLVED as follows:

1) That the County of Peoria hereby supports the Application for Community Development Block Grant Funds by the County of Peoria to be used for the benefit of Gil’s Supper Club, Ltd;

2) That the County of Peoria apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said applications to accomplish the foregoing;

3) That the County Board Chairman and County Clerk on behalf of the County shall execute and deliver such documents and all other documents necessary for the carrying out of said applications and the foregoing, including without limitation any necessary Participation Agreements and certifications;

4) That the County Board Chairman and County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant;
5) The County Board Chairman and Peoria County State’s Attorney are hereby authorized prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the County of Peoria to Gil’s Supper Club, Ltd., to execute any and all documents necessary to secure, encumber or otherwise collateralize or guarantee of any assets (real, personal or mixed) of Gil’s Supper Club, Ltd., or its owners/shareholders/members/partners, in order to secure the Business’ performance as required under any agreements, including without limitation Participation Agreements, pursuant to any authority granted to the County of Peoria thereunder. Without limiting the foregoing, the County Board Chairman and/or State’s Attorney are hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary by the County Board Chairman and State’s Attorney.

Passed this 9th day of July, 2020.

ATTEST:_________________________________________  (County Board Chairman)

(County Clerk)
1. **Call to Order**

2. **Suspension of Rules**

3. **Approval of Minutes**
   - May 26, 2020

4. **Informational Items/Reports/Other Minutes/Updates**
   - Workforce Report
   - Furlough Report

5. **Committee Action**
   - Review of Executive Session Minutes

6. **Executive Session**
   - Labor Relations

7. **Miscellaneous**

8. **Adjournment**
AGENDA
Public Safety and Justice Committee
Tuesday, June 23, 2020
@ 2:00 PM
Peoria County Courthouse, Room 403

1. Call to Order

2. Suspension of Rules

3. Approval of Minutes
   • May 26, 2020

4. Informational Items / Reports / Other Minutes / Updates
   • PCAPS Monthly Report
   • ETSB
   • EMA
   • Public Defender Report
   • SFY21 Access & Visitation Grant

5. Resolutions
   • Tenth Judicial Circuit Online Dispute Resolution Grant
   • SFY21 Family Violence Coordinating Council Grant

6. Committee Action
   • Review of Executive Session Minutes

7. Miscellaneous

8. Adjournment
AGENDA
Infrastructure Committee
Tuesday, June 23, 2020
@ 3:00 p.m.
Peoria County Courthouse, Room 403

1. Call to Order

2. Suspension of Rules

3. Approval of Minutes
   • April 28, 2020
   • May 14, 2020

4. Informational Items / Reports / Other Minutes / Updates
   • Greater Peoria Sanitary District minutes
   • Facilities Master Plan
   • Dry Run Creek Erosion Mitigation Project

5. Resolution
   • Multi-Township Bids for Sealcoating and Tilling

6. Committee Action
   • Review of Executive Session Minutes

7. Miscellaneous

8. Adjournment
1. Call to Order

2. Suspension of Rules

3. Approval of Minutes
   • April 7, 2020

4. Reports / Other Minutes / Updates
   • Tri-County Regional Planning Commission Minutes
   • Unsafe Structures
   • Development Summary

5. Zoning Cases
   • Case #22-20-S, Petition of Peoria County
   • Case #18-20-U, Petition of Debra S. Silzer

6. Subdivision Waiver
   • W04-20, Petition of Debra Silzer

7. Committee Action
   • Review of Executive Session Minutes

8. Miscellaneous

9. Adjournment
AGENDA
County Health Committee
Wednesday, June 24, 2020
@ 1:00 PM
Peoria County Courthouse, Room 403

1. **Call to Order**

2. **Suspension of Rules**

3. **Approval of Minutes**
   - May 27, 2020
   - June 11, 2020

4. **Informational Items / Reports / Other Minutes / Updates**
   - Board of Health
     - Monthly Update
   - Care and Treatment Board
     - Monthly Update
   - Sustainability & Resource Conservation
     - Sustainability Update
     - Landfill Update
   - Heddington Oaks
     - Financials
     - Closure Report

5. **Committee Action**
   - Review of Executive Session Minutes

6. **Miscellaneous**

7. **Adjournment**
AGENDA
WAYS AND MEANS COMMITTEE
Wednesday, June 24, 2020
@ 2:00 PM
Peoria County Courthouse, Room 403

1. Call to Order

2. Suspension of Rules

3. Approval of Minutes
   • May 27, 2020

4. Informational Items / Reports / Other Minutes / Updates
   • Auditor
   • County Clerk's Office
     ➢ Collections and Transactions Report
   • County Election Commission
   • Finance
   • Regional Office of Education
   • Supervisor of Assessments/Board of Review
     ➢ Tax Cycle Update
   • Treasurer
   • Veteran's Assistance Commission

5. Resolution
   • Monthly Delinquent Taxes

6. Committee Action
   • Review of Executive Session Minutes

7. Miscellaneous

8. Adjournment
1. Call to Order

2. Suspension of Rules

3. Approval of Minutes
   - April 29, 2020
   - May 7, 2020
   - May 14, 2020

4. Informational Items / Reports / Other Minutes / Updates
   - Monthly Financial Report
   - FY21 Budget Schedule

5. Resolution
   - Ordinance authorizing the issuance of General Obligation Refunding Bonds

6. Committee Action
   - Review of Executive Session Minutes

7. Miscellaneous

8. Adjournment