Bond County Board

203 West College Greenville, Illinois 62246

Wes Pourchot, Chairman Frank Lucco Gerald McCray Eldon Young Office Phone (618) 664 0571

Office Fax (618) 664 9414

July 9, 2020

Director's Office Illinois Department of Commerce and Economic Opportunity 500 East Monroe Springfield, Illinois 62701

Dear Director:

The County of Bond is submitting an application for an Economic Development

Downstate Small Business Stabilization grant under the Community Development

Block Grant (CDBG) Program. The grant request is in the amount of \$13650.00 to be used to provide working capital needs for Nuby's Steakhouse, Inc. Nuby's Steakhouse, Inc has been a part of the Bond County community since 1991 and currently employs 2 people. Nuby's Steakhouse, Inc has been negatively impacted by the COVID-19 emergency and requires urgent assistance. We appreciate your consideration.

Very truly yours,

Wes Pourchot, Bond County Board Chairman



Uniform Application for State Grant Assistance

Agency Completed Section

| 1. Type of Submiss | ssion Pre-Application | | | |
|--|---|--|--|--|
| | | | | |
| | ☐ Changed / Corrected Application | | | |
| 2. Type of Applicati | cation 🔀 New | | | |
| ,, ,, | ☐ Continuation (i.e. multiple year grant) | | | |
| | Revision (modification to initial application) | | | |
| | | | | |
| | ved By State (Completed pon Receipt of Application) | | | |
| 4. Name of Awardi | ng State Agency Department of Commerce and Economic Opportunity | | | |
| 5. Catalog of State | Financial Assistance (CSFA) Number 420-75-2398 | | | |
| 6. CSFA Title | Downstate Small Business Stabilization Program | | | |
| Catalog of Federal I | Domestic Assistance (CFDA) | | | |
| 7. CFDA Number | 14.228 | | | |
| 8. CFDA Title | Community Development Block Grants/States | | | |
| 9. CFDA Number | N/A | | | |
| 10. CFDA Title | N/A | | | |
| Additional CFDA Number, if required | | | | |
| Additional CFDA Title, if required | | | | |
| unding Opportunity Information | | | | |
| l 1. Funding Opportu | nity Number 2380-1381 | | | |
| 12. Funding Opportunity Title Downstate Small Business Stabilization Program | | | | |

| Competition Identification Not Applicable |
|--|
| 13. Competition Identification Number N/A |
| 14. Competition Identification Title N/A |
| Applicant Completed Section |
| Applicant Information |
| 15. Legal Name (Name used for DUNS registration and grantee pre-qualification) |
| 16. Common Name (DBA) |
| 17. Employer/Taxpayer identification 37-6000405 number (EIN, TIN) |
| 18. Organizational DUNS Number 029958295 |
| 19. SAM Cage Code 5H9R2 |
| 20. Business Address (Address 1) (Address 2) (City), (State), (zip - 4) |
| Applicant's Organizational Unit |
| 21. Department Name Treasurer |
| 22. Division Name |
| Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application. |
| 23. First Name Colleen |
| 24. Last Name Camp |
| 25. Suffix |
| 26. Title Treasurer |
| 27. Organizational Affiliation |
| 28. Telephone Number 618-664-0618 |
| 29. Fax Number 618-690-2295 |
| 30. E-mail Address treasurer@bondcountyil.com |
| Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters involving the Application. |
| 31. First Name Colleen |

| 32. Last Name Camp | | | |
|---|-----------------------------------|--|-------------|
| 33. Suffix | | | |
| 34. Title Treasurer | | | |
| 35. Organizational Affiliation | on | | |
| 36. Telephone Number 618 | 3-664-0618 | | |
| 37. Fax Number 618-690- | 2295 | | |
| 38. E-mail Address treasur | er@bondcounty | ril.com | |
| reas Affected | | | |
| 39. Areas Affected by the F counties, state-wide, add a maps) | | Bond County | |
| 40. Legislative and Congres Applicant | ssional District o | 54th Legislative 15th Congressional | |
| 41. Legislative and Congres Project | ssional Districts | or Program 54th Legislative 15th Cogressional | |
| pplicant's Project | | | |
| | iby's Steakhous days Working (| • | |
| 43. Proposed Project Term | Start Date | 08/01/2020 | |
| | 1 | 07/31/2020 | |
| 44. Estimated Funding (Include all that apply) | ✓ Amount Red | quested from the State | \$13,650.00 |
| | Applicant Co | ontribution (e.g., in kind, matching) | |
| | ☐ Local Contri | ibution | |
| | Other Source | ce of Contribution | |
| | Program Inc | come | |
| | Total Amount | | |

Applicant Certification:

Authorized Representative

53. Date Signed

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

X I Agree

| 45. First Name Colleen | | |
|---|--|--|
| 46. Last Name Camp | | |
| 47. Suffix | | |
| | | |
| 48. Title Treasurer | | |
| 49. Telephone Number 618-664-0618 | | |
| 50. Fax Number 618-690-2295 | | |
| 51. E-mail Address treasurer@bondcountyil.com | | |
| 52. Signature of Authorized Representative | | |
| | | |

CDBG APPLICANT PROJECT INFORMATION ECONOMIC DEVELOPMENT COMPONENT

I. PRE-APPLICATION REQUIREMENTS

| 2016 | DATE APPLICANT COMPLETED REGISTRATION ON GATA PORTAL (www.grants.illinois.gov) |
|------------|---|
| 04/09/2020 | DATE APPLICANT COMPLETED GATA'S "INTERNAL CONTROL QUESTIONNAIRE" (ICQ) Does not need to be completed at time of application but must be prior to grant award. |

Council Resolution Information

| Council Resolution Support Date | |
|---------------------------------|--|
| (MM/YY/DD): | |
| Resolution Number: | |

II. Amount of Funding Request: \$ 13650.00

FINANCING GAP - For Economic Development Grants, this argument will demonstrate that a business can raise only a portion of the financing necessary to stay in business. Documentation must be provided within the application which supports the argument. Written evidence to include the business's most recent bank statement, completion of the Net Income Verification, Monthly Budget and Employee Status Documentation. The Department will consider other forms of documentation to demonstrate the lack of permanent working capital in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, etc.

III. APPLICATION WRITER

| First Name | Colleen | | | |
|--|-------------------|---------|-------|----------------------------|
| Last Name | Camp | | | |
| Title | Treasurer | | | |
| Agency Name | Bond County | | | |
| Agency Type | County Government | | | |
| Mailing Address 203 W College Ave Greenville, IL 62246 | | | | |
| Telephone | 618-664-0618 | | Email | treasurer@bondcountyil.com |
| Federal Employer Identification Number | | 37-6000 | 9405 | |

IV. BENEFITING BUSINESS INFORMATION

| Name of Business this application is in support of: |
|--|
| Supported Business Name: Nuby's Steakhouse, Inc |
| Is Business operating under an Assumed Name? (see 805 ILCS 405) |
| Yes, registered inCounty X_No |
| Supported Business Address 1: 667 Zobrist Ave |
| Supported Business Address 2: |
| Supported Business City: <u>Pocahontas</u> |
| Supported Business State: IL |
| Supported Business Zip: 99999-9999: 62275 |
| Supported Business Phone Number <u>618-669-2737</u> |
| Supported Business E-Mail Address: steakout1991@yahoo.com |
| Supported Business FEIN or ITIN: 37-1280632 |
| 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: Richardson First Name: Rickey Title: President Daytime Phone: 618-593-4236 Home Phone: 618-669-2257 E-Mail: steakout1991@yahoo.com |
| Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? NoX _ Yes _ If yes, provide the name/type of assistance and amount: |
| Funding Program Name: SBA EIDL Disaster Loan Amount Received: \$_5,000 |
| Funding Program Name: Amount Received: \$ |
| BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? X No Yes If yes, provide details: |
| PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits? X No Yes If yes, provide details: |

| STATE OF ILLINOIS | UNIFORM GRANT BUDGET TEMPLATE | | | Commerce & | Economic Opportunity | |
|---|-------------------------------|-------------------|--|--------------|-----------------------------|--|
| Organization Name: | Bond County | DUNS# | 29958295 | NOFO# | 2398-1381 | |
| CSFA Number: | 420-75-2398 | CSFA Description: | Downstate Small Business Stabilization | Fiscal Year: | 2020 | |
| SECTION A STATE OF ILLINOIS FUNDS | | | Grant # | | | |
| Revenues | | | TOT | AL REVENUE | | |
| (a). State of Illinois Grant Amount Requested | | | \$ | 13,650.00 | | |
| BUDGET SUMMARY STATE OF ILLINOIS FUNDS | | | | | | |
| Budget Expenditure Categories Fo | | | OMB Uniform Guidance Federal Awards Reference 2 CFR 200 | | TOTAL EXPENDITURES | |
| 15. Working Capital | | \$ | 13,650.00 | | | |
| 18. Total Costs State Grant Funds | | | \$ | 13,650.00 | | |

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. |
|--|
| 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) |
| 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) |
| 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) |
| 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) |
| 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 200Appendix 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 Period Covered by the NICRA: From: Approving Federal/State agency (please specify): To: (mm/dd/yyyy) |

| CERTIFICATION | STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE | AGENCY: Commerce & Economic Opportunity |
|----------------------------------|---|---|
| IIOrganization Name: Rond County | CSFA Description: Downstate Small Business Stabilization | NOFO # 2398-1381 |
| CSFA #: 420-75-2398 | DUNS # 29958295 | Fiscal Year(s): 2020 |

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

| Bond County | Bond County |
|---|------------------------------------|
| Institution/Organization | Institution/Organization |
| | |
| G: | |
| Signature | Signature |
| Colleen Camp | Wes Pourchot |
| Name of Official | Name of Official |
| Treasurer | Chairman of the Board |
| Title | Title |
| Chief Financial Officer (or equivalent) | Executive Director (or equivalent) |
| | |
| | |
| Date of Execution | Date of Execution |

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

Section C - Budget Worksheet & Narrative

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

| Description | Quantity | Basis | Cost | Length of time | | Capital Cost |
|---|----------|---------|----------------|----------------|-----------|--------------|
| Personnel (Salaries and Wages) | 2 | Monthly | \$ 700.00 | 2 | \$ | 2,800.00 |
| Fringe Benefits | | | | | \$ | - |
| Occupancy (Rent/Mortgage Payments) | 1 | Monthly | \$ 998.00 | 2 | \$ | 1,996.00 |
| Utilities (Electrical, Gas, Water, Sewer) | 1 | Monthly | \$ 605.00 | 2 | <i>\$</i> | 1,210.00 |
| Telecommunications & Internet | 1 | Monthly | \$ 445.00 | 2 | <i>\$</i> | 890.00 |
| Inventory/Goods Necessary to do Business | 1 | Monthly | \$ 2,513.00 | 2 | \$ | 5,026.00 |
| Supplies (office-related) | 1 | Monthly | \$ 83.00 | 2 | \$ | 166.00 |
| Contractual Services (pest control, cleaning, etc.) | 1 | Monthly | | 2 | <i>\$</i> | - |
| Other (specify): Business Insurance | 1 | Monthly | \$ 300.00 | 2 | \$ | 600.00 |
| Other (specify): Advertise | 1 | Monthly | \$ 66.00 | 2 | \$ | 132.00 |
| Other: Equipment Maintance/Repairs | 1 | Monthly | \$ 415.00 | 2 | \$ | 830.00 |
| | | | | | \$ | - |
| | | | | State Total | \$ | 13,650.00 |

Total State-Funded Working Capital \$ 13,650.00

Working Capital Narrative (State):

Salaries, utilities, inventory, and supplies average for two months. Mortgage, insurance and advertiseare costs for two months.

Section C - Budget Worksheet & Narrative

Bond 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.

| Budget Category | State | | Total | |
|---------------------|----------------|----------|-----------|--|
| 15. Working Capital | \$ 13,6. | 50.00 \$ | 13,650.00 | |
| State Request | \$ 13,6 | 50.00 | | |
| Non-State Amount | , 15,0. | | | |
| TOTAL PROJECT COSTS | | \$ | 13,650.00 | |

| Agency Approval | STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE | AGENCY: Commerce & Economic Opportunity | |
|-----------------------------------|---|---|--|
| IIC)roanization Name: Rond County | CSFA Description: Downstate Small Business Stabilization | NOFO # 2398-1381 | |
| CSFA # 420-75-2398 | DUNS #29958295 | Fiscal Year: 2020 | |

Grant Number 0

| Final Budget Amount Approved | | Program Approval Signature | Program Approval Signature <u>Date</u> | | <u>Date</u> | |
|------------------------------|-----------|----------------------------|--|--|-------------|--|
| \$ | 13,650.00 | | | | | |

<u>Budget Revision Approved</u>
<u>Program Approval Signature</u>
<u>Date</u>
<u>Fiscal & Administrative Approval Date</u>
<u>Signature</u>
<u>Date</u>

§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.

Project Summary

Nuby's Steakhouse, Inc is a family owned business that has been operating for 29 years. Located in rural Pocahontas, Illinois, Nuby's is currently suffering financial hardship due to the outbreak of COVID 19 which caused Governor's Prizker's stay at home order.

We are a sit-down restaurant in a small rural community. We have noticed a decrease in business sales and revenue due to the state stay at home orders. We have been able to offer carry out and curbside services but with our rural location it is not enough income to survive financially. When customers were able to dine-in, we maintained financial stability with add on items such as drinks, desserts and specialty items. We possess a county and state liquor license to serve beer, wine and mixed drinks. With not being able to offer dine-in services, alcohol sales have ceased. Additional revenue losses include those from Easter, Mother's Day and other special events that we have had to cancel.

As a small business we have also suffered due to the increased cost of sanitation supplies, additional protective wear, and man hours for sanitation purpose. There has also been an increase for providing carry out such as boxes, bags, cutlery, single-serve condiments, and other items not typically utilized by the restaurant for dine-in services.

Funds from the Downstate Small Business Program would be utilized over the next 60 days for the following purposes: mortgage, insurance, utilities, inventory/food cost, cleaning/sanitation and marketing efforts to draw back our customer base in preparation for the resumption of dine-in services.

Thank you for your consideration.

Rickey & Connie Richardson

Nuby's Steakhouse, Inc 667 Zobrist Ave Pocahontas, IL 62275

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.

| Fiscal Year Ending: | Net Income | Net Income derived from Profit/Loss Statement? (Yes/No) | Net Income calculated from total sales – total expenses? (Yes/No) | Cash Balance |
|---------------------|------------|--|--|--------------|
| December 31, 2017 | \$2657.00 | No | Yes | \$1152.68 |
| December 31, 2018 | \$5159.00 | No | Yes | \$1084.52 |
| December 31,2019 | \$7158.00 | No | Yes | \$701.11 |
| Current: | | | | 6309.91 |

JANUARY, 2020 MONTHLY BUDGET

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

| Budget Item | Total Monthly Expenditures | Monthly Net Income Computation |
|---|-----------------------------------|--------------------------------|
| Total Income | | 7864.00 |
| Personnel (Salary & Wages) | 1400.00 | |
| Fringe Benefits | | |
| Equipment | 585.41 | |
| Inventory | 2513.52 | |
| Supplies | 83.00 | |
| Occupancy (Rent & Utilities) | 506.83 | |
| Telecommunications | 445.40 | |
| Other (Specify) Business License | 319.85 | |
| Other (Specify) Business Insurance | 300.00 | |
| Other (Specify) Loan | 998.13 | |
| Total of All Expenditures | | 7152.14 |
| Monthly Net Income (Total Income – Total of All Expenditures) | | 711.86 |



Bradford National Bank

Greenville · Highland · Marine www.BradfordBank.com

100 East College Avenue Greenville, IL 62246

RETURN SERVICE REQUESTED

NUBY'S STEAKHOUSE INC CONNIE S RICHARDSON RICKEY RICHARDSON 679 OLD NATIONAL TRL POCAHONTAS IL 62275-3447

Statement Ending 05/29/2020

NUBY'S STEAKHOUSE INC

Account Number: >

Managing Your Accounts

IIII

Bradford National

Bank

1-618-664-2200

info@bradfordbank.com

www.bradfordbank.com

Summary of Accounts

Account Type

Account Number

Ending Balance

SMART BUSINESS CKG

\$1,356.41

SMART BUSINESS CKG-XXXXXX3993

Account Summary

Date 05/01/2020 Description

Beginning Balance

Amount \$926.80

2 Credit(s) This Period

\$647.15

5 Debit(s) This Period

\$217.54

05/29/2020 **Ending Balance**

\$1,356.41

Account Activity

| Post Date | Description | Debits | Credits | Balance |
|------------|--|---------|----------|---------------------|
| 05/01/2020 | Beginning Balance | | | \$926.80 |
| 05/08/2020 | DEPOSIT | | \$447.15 | \$1,373 <i>.</i> 95 |
| 05/13/2020 | 934263 PURCHASE-PIN RULER FOO 2675 NORTHTO | \$69.90 | | \$1,304.05 |
| | HIGHLAND IL 594263 14009405 | | | |
| 05/18/2020 | 755663 PURCHASE-PIN DOLLAR GE 200 W JOHNSO | \$22.68 | | \$1,281.37 |
| | POCAHONTAS IL 595663 123023 | | | |
| 05/19/2020 | 531381 PURCHASE-SIG WM SUPERCENTER # | \$40.79 | | \$1,240.58 |
| | HIGHLAND IL 601381 00022806 | | 19 | |
| 05/19/2020 | 305768 PURCHASE-PIN RULER FOO 2675 NORTHTO | \$53.44 | | \$1,187.14 |
| | HIGHLAND IL 595768 08509698 | | | |
| 05/27/2020 | DEPOSIT | | \$200.00 | \$1,387.14 |
| 05/29/2020 | 333924 PURCHASE-PIN RULER FOO 2675 NORTHTO | \$30.73 | | \$1,356.41 |
| | HIGHLAND IL 593924 08210903 | | | |
| 05/29/2020 | Ending Balance | | | \$1,356.41 |
| | | | | |

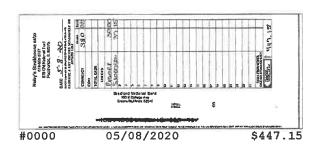
Daily Balances

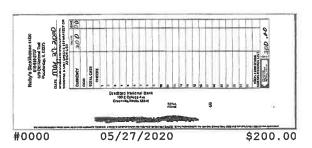
| Date | Amount | Date | Amount | Date | Amount |
|------------|------------|------------|------------|------------|------------|
| 05/08/2020 | \$1,373.95 | 05/18/2020 | \$1,281.37 | 05/27/2020 | \$1,387.14 |
| 05/13/2020 | \$1,304.05 | 05/19/2020 | \$1,187.14 | 05/29/2020 | \$1,356.41 |

Overdraft and Returned Item Fees

| Sverdratt and itelamou tem 1 000 | Total for this period | Total year-to-date |
|----------------------------------|-----------------------|--------------------|
| Total Overdraft Fees | \$0.00 | \$0.00 |
| Total Returned Item Fees | \$0.00 | \$0.00 |







>DOLO11 6334803 0001 093015 10Z

NUBYS STEAKHOUSE INC 679 OLD NATIONAL TRL POCAHONTAS IL 62275-3447 more

Branch Address

1118

First Mid Bank & Trust 12616 ROUTE 143

Highland, IL 62249

Telephone

Branch Name

877-888-5629

Online Banking

www.firstmid.com

Ոլլուի վերական կարհագրիայի արդական արդանի հերական այդ անում անում



Make fast, easy checkouts!

Using your First Mid personal debit card is more convenient than ever, because it's compatible with Mobile Wallet services.

For more information, visit www.firstmid.com.

Summary of Accounts



Account Type (42) BASIC BUSINESS CHECKING **Account Number**

Ending Balance

\$6,018.09 XXXXX

(42) BASIC BUSINESS CHECKING-XXXXXX

Account Summary

Date 05/01/2020

05/29/2020

Description

Beginning Balance

23 Credit(s) This Period

33 Debit(s) This Period

Ending Balance

Amount

\$2,777.97

\$12,223.60 \$8,983.48

\$6,018.09 <





| | ccount A | | | | |
|------------|--------------------------------------|--|------------------|--|---------------------------------|
| | ost Date | Description | Debits | Credits | Balance |
| | /01/2020 | Beginning Balance | | | \$2,777.97 |
| | /01/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | A 4 B A B A 17 1 | \$970.15 | \$3,748.12 |
| | /01/2020 | SPRINT8006396111 ACHBILLPAY XXXXX8015 | \$152.54 | | \$3,595.58 |
| | /01/2020 | SAMS CLUB MC ONLINE PMT CKFXXXXX1550POS | \$534.70 | | \$3,060.88 |
| | /01/2020 | CAPITAL ONE CARD ONLINE PMT CKFXXXXX1550POS | \$550.00 | | \$2,510.88 |
| | /01/2020 | CHECK # 11159 | \$40.00 | | \$2,470.88 |
| | /01/2020 | CHECK # 11164 | \$65.48 | | \$2,405.40 |
| | /01/2020 | CHECK # 997124 | \$75.00 | | \$2,330.40 |
| | /04/2020 | DEPOSIT | | \$217.00 | \$2,547.40 |
| | /04/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | | \$126.95 | \$2,674.35 |
| 05 | /04/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | | \$269.80 | \$2,944.15 |
| 05 | /05/2020 | MISC PAY SBAD TREAS 310 NTE* PMT* | | \$5,000.00 | \$7,944.15 |
| | | EIDG:3303984571\ | | | |
| 05 | /05/2020 | FDGL LEASE PYMT 052-1587788-000 | \$19.98 | | \$7,924.17 |
| 05 | /06/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | | \$293.90 | \$8,218.07 |
| 05 | /07/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | 8 | \$155.95 | \$8,374.02 |
| 05 | /07/2020 | BEHRMANN MEAT & ONLINE PMT CKFXXXXX1550POS | \$323.07 | | \$8,050.95 |
| - 05 | / 07/2020 | CHECK#11166 | \$62.94 | | \$7,988.01 |
| | /08/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | . — | \$70.25 | \$8,058.26 |
| | /08/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | | \$588.00 | \$8,646.26 |
| 05 | /08/2020 | AFCO ONLINE PMT CKFXXXXX1550POS | \$286.36 | | \$8,359.90 |
| 05 | /08/2020 | Southwestern ECI PAYMENT 990000700800917 | \$346.78 | | \$8,013.12 |
| 05 | /08/2020 | CAPITAL ONE CARD ONLINE PMT CKFXXXXX1550POS | \$375.00 | | \$7,638.12 |
| 05 | /11/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | | \$474.10 | \$8,112.22 |
| 05 | /11/2020 | DISCOUNT TSYS/TRANSFIRST 39300982133133 NUBY'S | \$129.00 | *********** | \$7,983.22 |
| | | STEAKHOUSE DISCOUNT | • | | 4 - 1 |
| 05 | /11/2020 | US FOODS INC ONLINE PMT CKFXXXXX1550POS | \$1,349.29 | | \$6,633.93 |
| | /11/2020 | CHECK # 997130 | \$16.00 | | \$6,617.93 |
| | /12/2020 | FRONTIER COMM ONLINE PMT CKFXXXXX1550POS | \$115.65 | | \$6,502.28 |
| | /12/2020 | DC WASTE RECYCLI ONLINE PMT CKFXXXXX1550POS | \$147.00 | | \$6,355.28 |
| | /12/2020 | FRONTIER COMM ONLINE PMT CKFXXXXX1550POS | \$220.27 | | \$6,135.01 |
| | /12/2020 | CAPITAL ONE CARD ONLINE PMT CKFXXXXX1550POS | \$250.00 | | \$5,885.01 |
| | /12/2020 | BLUE FLAME PROPA ONLINE PMT CKFXXXXX1550POS | \$435.33 | | \$5,449.68 |
| | /13/2020 | CHECK # 9999 1/1/0/ | \$500.00 | | \$4,949.68 |
| | /14/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | 4000.00 | \$161.80 | \$5,111.48 |
| | /14/2020 | CHECK # 11169 | \$28.30 1 | Ψ101.00 | \$5,083.18 |
| | /15/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | ΨΣ0.00 | \$765.80 | \$5,848.98 |
| | /15/2020 | CHECK # 11171 | \$43.44 | Ψ/05.00 | \$5,805.54 |
| | /18/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | Ψ10.11 | \$137.75 | \$5,943.29 |
| | /18/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | | \$314.25 | \$6,257.54 |
| | /18/2020 | MIDLANDSTATESBK ONLINE PMT CKFXXXXX1550POS | \$200.00 | Ψ0 14.20 | \$6,057.54 |
| | /19/2020 | DEPOSIT TO THE PROPERTY OF THE | Ψ200.00 | \$206.20 | \$6,263.74 |
| | /19/2020 | US FOODS INC ONLINE PMT CKFXXXXX1550POS | \$445.71 | Ψ200.20 | \$5,818.03 |
| | (19/2020_ | CHECK # 9999 Pulus 11/66 | \$32.00 | | \$5,786.03 |
| | /19/2020 | CHECK # 997136 | \$37.61 | | \$5,748.42 |
| | /19/2020 | CHECK # 997135 | \$47.46 | | \$5,700.96 |
| | 19/2020 | CHECK#9999 Eulers 11/67 | \$60.25 | | \$5,700.90 \$5,640.71 |
| | /20/2020 | EDI PYMNTS IL DEPT OF REVEN TXP* 23069201* 0411* | \$569.00 | | \$5,071.71 |
| 00, | 20,2020 | 20200430* T* 56900\ | ψ509.00 | | φυ,υτ 1.7 1 |
| 05 | /21/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | | £100.25 | PE 470 DE |
| | 22/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | | \$100.35 | \$5,172.06 |
| | 26/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | | \$469.35 | \$5,641.41 |
| | 26/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | | \$138.65 | \$5,780.06 |
| | 26/2020 | | | \$238.40 | \$6,018.46 |
| | 26/2020 26/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 CHECK # 11173 | የባባባ ለባ | \$245.90 | \$6,264.36 \$6,006.06 |
| | 26/2020 27/2020 | DEPOSIT | \$238.10 | 6047.00 | \$6,026.26 |
| | | | | \$317.60 | \$6,343.86 |
| | 28/2020 | TSYS/TRANSFIRST BKCD STLMT 39300982133133 | 64 000 00 | \$80.30 | \$6,424.16 |
| 134 | 28/2020 | US FOODSERVICE VENDOR PAY 052843768274000 TSYS/TRANSFIRST BKCD STLMT 39300982133133 | \$1,206.38 | 0004.45 | \$5,217.78 |
| | | | | #************************************* | מיני ממט מי |
| 05/ | 29/2020 | | 400.01 | \$881.15 | \$6,098.93 |
| 05/ 05/ | 29/2020 29/2020 29/2020 | CHECK # 11174 Ending Balance | \$80.84 | Ф ОО 1. 13 | \$6,018.09 \$6,018.09 |

Checks Cleared

| Check Nor | Date | Amount | Check Nbr | Date | Amount | Check Nbr | Date | Amount |
|-----------|------------|----------|-----------|------------|---------|-----------|------------|---------|
| 9999 | 05/13/2020 | \$500.00 | 9999 | 05/19/2020 | \$32.00 | 9999 | 05/19/2020 | \$60.25 |

Unecks Cleared (continued)

| Check Nbr | Date | Amount | Check Nbr | Date | Amount | Check Nbr | Date | Amount |
|-----------------|------------------|---------|-----------|------------|----------|-----------|------------|---------|
| 11159* | 05/01/2020 | \$40.00 | 11171* | 05/15/2020 | \$43.44 | 997130* | 05/11/2020 | \$16.00 |
| 11164* | 05/01/2020 | \$65.48 | 11173* | 05/26/2020 | \$238.10 | 997135* | 05/19/2020 | \$47.46 |
| 11166* | 05/07/2020 | \$62.94 | 11174 | 05/29/2020 | \$80.84 | 997136 | 05/19/2020 | \$37.61 |
| 11169* | 05/14/2020 | \$28.30 | 997124* | 05/01/2020 | \$75.00 | | | |
| * Indicates ski | pped check numbe | er . | | | | | | |

Daily Balances

| Date | Amount | Date | Amount | Date | Amount |
|------------|------------|------------|------------|------------|------------|
| 05/01/2020 | \$2,330.40 | 05/12/2020 | \$5,449.68 | 05/21/2020 | \$5,172.06 |
| 05/04/2020 | \$2,944.15 | 05/13/2020 | \$4,949.68 | 05/22/2020 | \$5,641.41 |
| 05/05/2020 | \$7,924.17 | 05/14/2020 | \$5,083.18 | 05/26/2020 | \$6,026.26 |
| 05/06/2020 | \$8,218.07 | 05/15/2020 | \$5,805.54 | 05/27/2020 | \$6,343.86 |
| 05/07/2020 | \$7,988.01 | 05/18/2020 | \$6,057.54 | 05/28/2020 | \$5,217.78 |
| 05/08/2020 | \$7,638.12 | 05/19/2020 | \$5,640.71 | 05/29/2020 | \$6,018.09 |
| 05/11/2020 | \$6,617.93 | 05/20/2020 | \$5,071,71 | | |

Overdraft and Returned Item Fees

| | Total for this period | Total year-to-date |
|--------------------------|-----------------------|--------------------|
| Total Overdraft Fees | \$0.00 | \$0.00 |
| Total Returned Item Fees | \$0.00 | \$0.00 |

June 22, 2020

To Whom it may concern:

Re: Nuby's Steakhouse Rick & Connie Richardson

Dear Sir or Madam:

Please accept this letter as sufficient evidence that the owners of Nuby's Steakhouse located in Pocahontas, IL have applied and been approved for payment deferral on their existing commercial loan with Midland States Bank. They were approved for interest only payments from April till October.

If you have any questions or need further clarification, please feel free to contact me at 217-343-8221.

Sincerely,

Mel Stock

Market President

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

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.

| Employee Name | Employee's Last 4 | Status on 1/1/20 | | | Current Status | | |
|-------------------|-----------------------------------|------------------|----------------------------|--|---------------------------------|-------------------------|------------|
| | Digits of Social Security # | Employed | Hired after 12/31/19 | Employed working at business location | Employed working remotely | Temporarily Laid Off | Terminated |
| Connie Richardson | 0106 | 08/1991 | No | Yes | No | Yes | No |
| Mandy Richardson | 0464 | 06/2020 | Yes | Yes | No | No | No |
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| TOTAL: | | 2 | | | | | |

PUBLIC HEARING NOTICE

Bond County will hold a public hearing on July 9th, 2020, at 9:30am, online in a ZOOM meeting, Meeting ID: 980 039 8667 Password: 059313, to provide interested parties an opportunity to express their views on the proposed Downstate Small Business Stabilization application funded by Community Development Block Grant (CDBG) funds. Persons with disabilities or non-English speaking persons who wish to attend the public hearing and need assistance should contact Meg Sybert at 618-664-0449 no later than July 7, 2020. Every effort will be made to make reasonable accommodations for these persons.

On or about July 9, 2020, Bond County intends to apply to the Illinois Department of Commerce and Economic Opportunity for a grant from the State CDBG program. This program is funded by Title 1 of the federal Housing and Community Development Act of 1974, as amended. These funds are to be used to provide working capital for the benefit of Nuby's Steakhouse, Inc. The total amount of CDBG funds to be requested is \$13650.00 and will address the urgent needs of the business due to the COVID-19 emergency.

Information related to these applications will be available for review prior to the public hearing as of June 30th on the Bond County website, bondcountyil.com. Interested citizens are invited to provide comments regarding these issues either at the public hearing or by prior written statement. Written comments should be submitted to Meg Sybert, 203 W College Greenville, IL 62246, no later than July 8th to ensure placement of such comments in the official record of the public hearing proceedings. This project will result in no displacement of any persons or businesses. For additional information concerning the proposed project, please contact Colleen Camp 618-664-0618 or write to Colleen Camp 203 W College Greenville, IL 62246.

CERTIFICATE OF PUBLICATION

) SS

State of Illinois

| County of BOND) | | | |
|---|--|--|--|
| THIS IS TO CERTIFY, that the notice of which a printed | | | |
| copy is hereto annexed, was published | | | |
| consecutive times in the THE GREENVILLE ADVOCATE, a | | | |
| newspaper of general circulation, published in the City of | | | |
| Greenville, in said County and State, by The Greenville | | | |
| Advocate, and that the first insertion was made in the many | | | |
| published on the day of | | | |
| A.D. 20 and the last in the paper published on the | | | |
| day of A.D. 20 20 | | | |
| and said newspaper was regularly published for six months prior | | | |
| to date of first publication of said notice. | | | |
| Printer's Fees \$ | | | |
| THE GREENVILLE ADVOCATE | | | |
| By | | | |
| Greenville, Illinois, | | | |
| () | | | |

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LOCAL GOVERNMENT CERTIFICATIONS

On this 19th of July, 2020, the Bond County Board Chairman, Wes Pourchot of Bond County hereby certifies to the Department of Commerce and Economic Opportunity in regard to an application and award of funds through the Community Development Block Grant that:

- 1. It will comply with the National Environmental Policy Act (NEPA) with the submission of this application and it further certifies that no aspect of the project for assistance has or shall commence prior to the award of funds to the community and the receipt of an environmental clearance.
- 2. It will comply with the Interagency Wetland Policy Act of 1989 including the development of a plan to minimize adverse impacts on wetlands, or providing written evidence that the proposed project will not have an adverse impact on a wetland.
- 3. It will comply with the Illinois Endangered Species Protection Act and the Illinois Natural Area Preservation Act by completing the consultation process with the Endangered Species Consultation Program of the Illinois Department of Natural Resources, or providing written evidence that the proposed project is exempt.
- 4. It will identify and document all appropriate permits necessary to the proposed project, including, but not limited to: building, construction, zoning, subdivision, IEPA and IDOT.
- 5. No legal actions are underway or being contemplated that would significantly impact the capacity of the Bond County to effectively administer the program, and to fulfill the requirements of the CDBG program.
- 6. It will coordinate with the County Soil and Water Conservation District regarding standards for surface and subsurface (tile) drainage restoration and erosion control in the fulfillment of any project utilizing CDBG funds and involving construction.
- 7. It is understood that the obligation of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.
- 8. It acknowledges the applicability of Davis-Bacon prevailing wage rate requirements to construction projects; a wage rate determination must be obtained prior to commencement of any construction or equipment installation; and, it shall discuss these requirements with the contractor.
- 9. It will comply with Section 3 of the Housing and Urban Development Act of 1968 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low and very low income persons and businesses.
- 10. It certifies that <u>no</u> occupied or vacant occupiable low-to-moderate income dwellings will be demolished or converted to a use other than low-to-moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended.
- 11. It will conduct a Section 504 self-evaluation of its policies and practices to determine whether its employment opportunities and services are accessible to persons with disabilities.
- 12. It will comply with 2 CFR 200, 24 CFR 570, Part 85, and the Illinois' Grant Accountability and Transparency Act (GATA).
- 13. The area, in whole or in part, in which project activities will take place, **IS** or **IS NOT** (*circle one*) located in a floodplain.

| | A FEMA Floodplain map is included in the | ne application (as required) and is located on Page |
|-----|--|---|
| 14. | DUNS Number: <u>029958295</u> | |
| | | |
| | Signature of Chief Flected Official | Data |

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 | Date | |
|---|-------------|------------|
| Rickey Richardson Typed Name of Chief Executive Officer | | |
| Nuby's Steakhouse, Inc | | 37-1280632 |
| Name of Business | FEIN# | |
| 667 Zobrist Ave Pocahontas, IL 62275 | N/A | |
| Business Address | DUNS# | |
| | <u>5812</u> | |
| | SIC# | |

MANDATORY DISCLOSURES

Award applicants and recipients of awards from the State of Illinois (collectively referred to herein as "Grantee") must disclose, in a timely manner and in writing to the State awarding agency, all violations of State or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. See 30 ILCS 708/40; 44 Ill. Admin Code § 7000.40(b)(4); 2 CFR § 200.113. Failure to make the required disclosures may result in remedial action.

Please describe all violations of State or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the awarding of a grant to your organization:

N/A

Grantee has a continuing duty to disclose to the Department of Commerce and Economic Opportunity (the "Department") all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this grant award.

By signing this document, below, as the duly authorized representative of the Grantee, I hereby certify that:

- All of the statements in this Mandatory Disclosure form are true, complete and accurate to the best of
 my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me
 to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001).
- There is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by the grant award.
- Grantee is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of the Grantee's knowledge, it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority.
- If Grantee becomes the subject of an action, suit or proceeding at law or in equity that would have a material adverse effect on the performance required by an award, or an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify the Department in writing.

| Grantee Organization: Bond County | |
|---|-------|
| By:Signature of Authorized Representative | |
| Printed Name: Wes Pourchot | |
| Printed Title: Bond County Board Chairman | Date: |
| | |

CONFLICT OF INTEREST DISCLOSURE

Award applicants and recipients of awards from the State of Illinois (collectively referred to herein as "Grantee") must disclose in writing to the awarding State agency any actual or potential conflict of interest that could affect the State award for which the Grantee has applied or has received. See 30 ILCS 708/35; 44 III. Admin Code § 7000.40(b)(3); 2 CFR § 200.112. A conflict of interest exists if an organization's officers, directors, agents, employees and/or their spouses or immediate family members use their position(s) for a purpose that is, or gives the appearance of, being motivated by a desire for a personal gain, financial or nonfinancial, whether direct or indirect, for themselves or others, particularly those with whom they have a family business or other close associations. In addition, the following conflict of interest standards apply to governmental and non-governmental entities.

- a. Governmental Entity. If the Grantee is a governmental entity, no officer or employee of the Grantee, member of its governing body or any other public official of the locality in which the award objectives will be carried out shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.
- b. Non-governmental Entity. If the Grantee is a non-governmental entity, no officer or employee of the Grantee shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

The Grantee shall also establish safeguards, evidenced by policies, rules and/or bylaws, to prohibit employees or officers of Grantee from engaging in actions, which create, or which appear to create a conflict of interest as described herein.

The Grantee has a continuing duty to immediately notify the Department of Commerce and Economic Opportunity (the "Department") in writing of any actual or potential conflict of interest, as well as any actions that create or which appear to create a conflict of interest.

Please describe all current potential conflict(s) of interest, as well as, any actions that create or which appear to create a conflict of interest related to the State award for which your organization has applied.

No conflict of interest exist.

If the Grantee provided information above regarding a current potential conflict of interest or any actions that create or appear to create a conflict of interest, the Grantee must immediately provide documentation to the applicable Department grant manager to support that the potential conflict of interest was appropriately handled by the Grantee's organization. If at any later time, the Grantee becomes aware of any actual or

potential conflict of interest, the Grantee must notify the Department's grant manager immediately, and provide the same type of supporting documentation that describes how the conflict situation was or is being resolved.

Supporting documentation should include, but is not limited to, the following: the organization's bylaws; a list of board members; board meeting minutes; procedures to safeguard against the appearance of personal gain by the organization's officers, directors, agents, and family members; procedures detailing the proper internal controls in place; timesheets documenting time spent on the award; and bid documents supporting the selection of the contractor involved in the conflict, if applicable.

By signing this document, below, as the duly authorized representative of Grantee, I hereby certify that:

- All of the statements in this Conflict of Interest Disclosure form are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001).
- If I become aware of any situation that conflicts with any of the representations herein, or that might indicate a potential conflict of interest or create the appearance of a conflict of interest, I or another representative from my organization will immediately notify the Department's grant manager for this award.
- I have read and I understand the requirements for the Conflict of Interest Disclosure set forth herein, and I acknowledge that my organization is bound by these requirements.

| Grantee Organization: Bond County | |
|---|-------|
| By:Signature of Authorized Representative | |
| Printed Name: Wes Pourchot | |
| Printed Title: Wes Pourchot | Date: |

ORDINANCE NO. 07-26.94-01

FAIR HOUSING ORDINANCE BOND COUNTY

Be it ordained by the Board of the County of Bond and State of Illinois:

ARTICLE 1 GENERAL PROVISIONS

Section 1-1 STATEMENT OF POLICY:

The Bond County Board hereby declares that it is the public policy of this County to endeavor to ensure all persons an equal opportunity to provide for themselves a home of their own choosing that is as sufficient as their individual talents, industry, and circumstances may permit.

1-1.1 PURPOSE AND SCOPE:

The purpose of this ordinance is to implement the policy set forth above by:

- (a) prohibiting discrimination based on race, color, creed, ancestry, national origin, or physical or mental handicap in the marketing, renting, and financing of housing; and
- (b) establishing procedures for the fair and efficient administration and enforcement of such regulations.

Section 1-2 JURISDICTION:

This ordinance shall be applicable to all portions of Bond County not within the corporate limits of any municipality.

Section 1-3 CONSTRUCTION OF TERMS:

In construing the intended meaning of terminology used in this ordinance, the following rules shall be observed:

- (a) terms shall have their standard English dictionary meanings, unless otherwise defined in this ordinance.
- (b) words denoting the masculine gender shall be deemed to include the feminine and neuter genders.
 - (c) words used in the present tense shall include the future tense.
 - (d) words used in the singular number shall include the plural number, and the plural the singular.
 - (e) the term "shall" is mandatory; the term "may" is discretionary.
 - (f) the term "this County" shall mean the County of Bond, of the State of Illinois.

- (g) all time periods expressed in days shall be construed as calendar days, not working days.
- (h) captions (i.e., titles of sections, subsections, etc.) are intended merely to facilitate general references, and in no way limit the substantive application of the provisions set forth hereunder.
- (i) references to sections shall be deemed to include all subsections within that section; but a reference to a particular subsection designates only that subsection.
- (j) a general term that follows or is followed by enumerations of specific terms shall not be limited to the enumerated class unless expressly limited.

Section 1-4 SELECTED DEFINITIONS:

- (a) <u>Commission</u>: The Bond County Board, which shall be responsible for the administration of this ordinance.
- (b) <u>Dwelling</u>: Any building or portion thereof containing one or more dwelling units, or any parcel of land offered for sale or lease for the construction or placement of such building.
 - (c) <u>Dwelling Unit</u>: One or more rooms designed or used as living quarters by one family.
- (d) <u>Financial Institution</u>: Any bank, savings and loan association, insurance company, or any other person or firm whose business consists, in whole or in part, of making or guaranteeing loans.
 - (e) Housing: Synonym for "dwelling".
- (f) Person: Any individual, firm, association, organization, or corporate body acting in any capacity.
- (g) Rent: To lease, sublease, let, or otherwise grant or receive for consideration the right to occupy any dwelling not owned by the occupant.

Section 1-5 EFFECT ON OTHER RIGHTS:

Nothing in this ordinance shall prevent any person from exercising any right or seeking any remedy to which he might otherwise be entitled.

Section 1-6 DISCLAIMER OF LIABILITY:

- (a) except as may be provided otherwise by statute or ordinance, no official, Commission member, agent, or employee of this County shall render himself personally liability for any damage to as may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this ordinance.
- (b) any suit brought against any elected official, Commission member, agent, or employee of this County, in their official capacity as a result of any act required or permitted in the discharge of his duties under this ordinance, shall be defended by the State's Attorney until the final determination of the legal proceedings.

Section 1-7 REPEALER:

veti.

All ordinance or parts thereof that conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Section 1-8 SEPARABILITY:

If any provision of this ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, that decision shall not affect the validity of the remainder of this ordinance.

ARTICLE 2 PROHIBITIONS AGAINST DISCRIMINATORY HOUSING PRACTICES

Section 2-1 DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING:

It shall be unlawful to refuse to sell or rent--or to otherwise make unavailable--any dwelling to any person on the basis of race, color, creed, ancestry, national origin, or physical or mental handicap.

Section 2-2 DISCRIMINATION IN THE INCIDENTS OF SALE:

It shall be unlawful to discriminate against any person or the basis of race, color, creed, ancestry, national origin, or physical or mental handicap with respect to:

- (a) the terms, conditions, or privileges of sale or rental of any dwelling; or
- (b) the provision of information, services, or facilities in connection with the sale or rental or any dwelling.

Section 2-3 DISCRIMINATORY ADVERTISING OF HOUSING:

It shall be unlawful to print or publish any statement or advertisement that, with respect to the sale or rental of any dwelling, indicates any discrimination or intent to discriminate against any person on the basis of race, color, creed, ancestry, national origin, or physical or mental handicap.

Section 2-4 MISREPRESENTING AVAILABILITY OF HOUSING:

It shall be unlawful to represent to any person because of his race, color, creed, ancestry, national origin, or physical or mental handicap that any dwelling is not available for inspection, sale, or rental when said dwelling is, in fact, available therefor.

Section 2-5 BLOCKBUSTING PROHIBITED:

It shall be unlawful, for profit, to induce or attempt to induce any person to sell or rent any dwelling by making representations (whether true or false) regarding the entry or prospective entry into the neighborhood in which said dwelling is located of persons of a particular race, color, creed, ancestry, or national origin.

Section 2-6 STEERING PROHIBITED:

It shall be unlawful, for profit, to induce or attempt to induce any person to refrain from buying

or renting a dwelling:

- (a) by making representations (whether true or false) regarding the race, color, creed, ancestry, or national origin or occupants or prospective occupants of other dwellings in the neighborhood wherein said dwelling is located; or
- (b) by showing said potential buyer/renter available dwellings only in certain neighborhoods on account of race, color, creed, ancestry, or national origin.

Section 2-7 DISCRIMINATION IN FINANCING HOUSING:

- (a) <u>Discrimination Against Applicant Directly</u>. It shall be unlawful for any financial institution to discriminate against any applicant on the basis of his race, color, creed, ancestry, national origin, or physical or mental handicap with respect to:
- 1. the approval/provision of any loan or other financial assistance for the purpose of purchasing, constructing, improving, repairing, or maintaining any dwelling; or
- 2. any term or condition of said loan/financial assistance including, but not limited to, loan amount, down payment, earnest money, duration of loan, interest rate, and/or closing costs.
- (b) <u>Discrimination Against Applicant's Associates, Red-lining</u>. It shall be unlawful for any financial institution to discriminate with respect to the matters indicated in parts 1 and 2 of paragraph (a) on the basis of the race, color, creed, ancestry, national origin, or physical or mental handicap of:
 - 1. the applicant's personal or business associates;
 - 2. any person having any interest in the dwelling or financial transaction in question;
 - 3. the present or prospective occupants of said dwelling; or
- 4. the present or prospective residents of the neighborhood in which said dwelling is

Section 2-8 MEMBERSHIP IN REAL ESTATE ORGANIZATIONS:

It shall be unlawful to discriminate on the basis of race, color, creed, ancestry, national origin, or physical handicap with respect to access to or membership or participation in:

- (a) any multiple-listing service;
- (b) real estate brokers' organization; or
- (c) any other service, organization, or facility connected with the business of buying, selling, or renting dwellings.

Section 2-9 INTERFERENCE WITH OTHERS' RIGHTS:

(a) Interference. It shall be unlawful to coerce, intimidate, threaten, or interfere with any person:

- 1. in the exercise or enjoyment of any right protected by this ordinance, or because he has exercised/enjoyed any such right, or because he intends to do so; or
- 2. in the aiding or encouraging of another person to exercise or enjoy any right protected by this ordinance, or because he has proffered such and/encouragement, or because he intends to do so.
- (b) <u>Harassment</u>. It shall be unlawful to make false statements, allegations, or complaints concerning violations of this ordinance. Any person violating this subsection shall be subject to the penalties enumerated in Section 3-8. The Commission shall inform the State's Attorney's Office of any known or suspected violations of this Section.

ARTICLE 3 ADMINISTRATION

Section 3-1 COMMISSION ESTABLISHED:

The Bond County Board is authorized to administer and enforce this ordinance, in accordance with the provision of this Article, and shall constitute the "Commission".

3-1.1 MEETINGS:

tion

- (a) Who May Call. Commission meetings may be called by the chairman or by any two members, upon forty-eight (48) hours written notice to The County Clerk and each other member.
- (b) Quorum. Three members of the Commission shall constitute a quorum, and the affirmative vote of at least three members shall be necessary to authorize any official Commission action.
- (c) <u>Records</u>. The Commission shall keep minutes of its proceedings indicating the absence of any member, the vote of each member on each questions, and any official action taken. These minutes shall be filed with the County Clerk, and shall be a public record.

3-1.2 RULE-MAKING:

The Commission may make such additional rules as necessary to fairly and efficiently perform its duties under this ordinance. Such rules shall not become effective until approval by the County Board.

3-1.3 BUDGET:

The Commission budget shall be a part of the annual appropriation allocating funds for the necessary expenses of the Bond County Board.

Section 3-2 COMPLAINTS:

- (a) Who May File. Complaints against any person who allegedly has or is about to violate this ordinance may be filed with the Commission by:
 - 1. any Commission member;
 - 2. any aggrieved person; or

- 3. any person who will be irrevocably injured by a violation.
- (b) Filing Fee. There shall be no charge for filing a complaint.
- (c) Form/Contents of Complaint. Complaints shall be written, and shall include:
 - 1. name, address, phone number (if any), and signature of the complainant; and
- 2. name, address, or identity of the person or persons against whom the complaint is being filed.
 - 3. complete statement of the facts on which the complaint is based.
- (d) <u>Time Limit, Amendment</u>. Any complaint shall be filed not later than sixty (60) days after the alleged violation. With the Commission's permission, complaints may be amended at any time.
- (e) <u>Filing</u>. The written complaint shall be filed with the Bond County Clerk, who shall bring the complaint to the attention of the Commission as soon as practicable.
- (f) <u>Service</u>. The Commission shall cause a copy of the complaint and any amendments thereto to be served on the alleged violator either personally or by certified mail. Complaints shall be served as promptly as possible, and in every case not later than concurrently with the Commission's written findings of its investigation. (See Section 3-4).

Section 3-3 ANSWERS:

·tir

- (a) Who May File. Any person against whom a complaint has been filed may file an answer with the Commission.
 - (b) Form/Contents of Answer. Answers shall be in writing, and shall include:
 - 1. name, address, phone number (if any), and signature of the respondent; and
 - 2. complete statement of the facts on which the answer is based.
- (c) <u>Time Limit, Amendments</u>. Answers shall be filed within 30 days or not later than five (5) days before the hearing, whichever is later, unless, upon written request, the Commission permits a later filing for good cause. Answers may be amended at any time by permission of the Commission.
- (d) <u>Copy to Complainant</u>. The Commission shall transmit a copy of the answer and any amendments thereto to the complainant, by U.S. Postal Service mail to the address on the complaint, as promptly as possible, and in every case prior to the hearing.

Section 3-4 INVESTIGATION AND CONCILIATION:

The Commission shall investigate each complaint to determine whether there are reasonable grounds for believing a violation has occurred. The Commission shall state its findings in writing not later than 30 days after the filing of a complaint, and send copies thereof to both the complainant and the alleged violator.

- (a) the Commissioner shall dismiss any complaint found to be factually or legally frivolous, and so notify the parties.
- (b) if the Commission finds grounds for a complaint, it shall attempt to informally conciliate the matter. 3-4.1 CONSENT AGREEMENTS:

Any terms of conciliation agreed to by the parties or their representatives shall be incorporated into a written consent agreement signed by all parties and at least one Commission member. Said consent agreement shall not constitute an admission that any law or ordinance was violated. Nevertheless, failure to adhere to any provision of a consent agreement shall be a separate violation of this ordinance. Section 3-5 HEARING:

- (a) When Held. Immediately upon a determination by the Commission that informal conciliation will not be successful, or immediately upon receiving notice of the violation of any consent agreement, the Commission shall set the matter for a hearing. The hearing shall be set within 30 days, unless good
- (b) Notice. The Commission shall cause written notice to be sent to all involved parties by certified mail at their last known address not later than ten (10) days prior to the hearing. Said notice shall specify the time, date, place of the hearing, and shall identify the complaint being heard.
- (c) Powers and Procedures. The hearing shall be open to the public. The hearing shall be conducted in a fair and impartial manner, but strict courtroom rules of evidence and procedures need not be observed. The Commission may subpoena witnesses and pertinent documents, administer oaths, and take sworn testimony. The parties may appear with legal counsel, give testimony, present other evidence, and call and/or cross-examine witnesses. The State's Attorney shall represent the Commission at any hearing. All testimony shall be given under oath.
- (d) Records. The Office of the County Clerk shall act as secretary of the hearing and shall keep minutes of the hearing. These minutes shall be open to inspection by any person, and copies shall be furnished at a reasonable cost to any party upon request.
- (e) Bond. At any time that the Commission deems it prudent to establish a bond requirement as a pre-condition to proceeding to a hearing, the Commission may require that the complainant, or the alleged violator, file a cash bond in the Office of the Bond County Clerk as a pre-condition to proceeding ahead to a hearing. The bond shall be in an amount not to exceed \$200.00 in cash, shall be within the financial capabilities of the person required to post the bond and shall be retained by the County Clerk until completion of the hearing process. Any costs assessed against the person required to post the bond, may be paid from the bond. 3-5.1 DECISION:

Not later than twenty one (21) days after the hearing, the Commission shall issue a written decision including findings of fact based upon the evidence presented at the hearing. Copies of the Commission's decision and orders shall be promptly sent by regular mail to the parties involved.

(a) If No Violation. If the Commission determines that the respondent has not violated this

ordinance it shall dismiss the complaint.

- (b) If Violation. If the Commission finds that the respondent has violated any provision of this ordinance, the Commission may issue a cease and desist order tailored to correct the problem. The Commission may also require the respondent to take such affirmative action as it deems necessary and proper to effectuate the policy this ordinance is intended to implement. Furthermore, the Commission may:
- (c) <u>Costs</u>. Upon the completion of the hearing, the Commission may require that the losing party pay the reasonable and necessary costs incurred in the hearing, not to exceed \$500.00. Any such costs may be satisfied in whole or in part by applying any bond on deposit pursuant to Section 3-5(e) of this ordinance.
- 1. in the case of a real estate broker or salesman, refer said person to the Illinois Department of Registration and Education and seek revocation of suspension of his license; and
- 2. in cases involving contracts with the State or Federal government, seek to have said contract terminated or otherwise affected.
- 3. the Commission may also refer the matter to the State's Attorney's Office for prosecution pursuant to Section 3-8 of this ordinance.

Section 3-6 REHEARING:

Either party may file a written request for a rehearing within ten (10) days after the Commission has rendered its decision in accordance with Subsection 3-5.1. No rehearing shall be granted unless the party requesting the rehearing did not know, and through the application of reasonable diligence could not have uncovered, a material fact by the end of the initial hearing.

Section 3-7 ENFORCEMENT:

- (a) <u>Continuing Jurisdiction</u>, <u>Overseeing</u>. The Commission shall retain jurisdiction of each case-and periodically monitor compliance activity—until it is satisfied that full compliance has ben achieved. If the Commission is not required to take action in any case, for a period of 12 consecutive months, the case shall be considered resolved and the Commission's supervision will automatically terminate.
- (b) <u>Court Enforcement</u>. If any respondent fails or refuses to actively and in good faith pursue compliance with any Commission order within ten (10) days after said order is mailed to him, the Commission may seek judicial enforcement thereof. The Commission may also seek court enforcement of its various powers (such as its subpoena power) whenever necessary.

Section 3-8 PENALTIES:

Any violation of this ordinance shall constitute a Class B misdemeanor punishable by a fine of not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00). The exact amount of fine shall be related to the magnitude of violation and the number and magnitude of previous violations committed by the offender. The magnitude of violation is related to the offender's overall involvement in the real estate market.

Section 3-9 APPEALS:

18

Any person aggrieved by any action of the Commission may appeal to the circuit court and seek appropriate relief in accordance with the provisions of the Administrative Review Act.

| This | ordinance | shall | take | effect | immediately | upon | its | adoption. |
|------|-----------|-------|------|--------|-------------|------|-----|-----------|
|------|-----------|-------|------|--------|-------------|------|-----|-----------|

Adopted by the Bond County Board this 262 day of

Ayes 4

Nays_ O

Hoffie Willmann, Chairman

Bond County Board

Eldon O. Roe

Bond County Clerk

(Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

| HILOHILO | Percinc delance | and adding to life in the life | · HIIOIIIAAAAI | 4 | | | | | | |
|---|---|--|--|--|--|--|--|--|--|--|
| | Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bond County | | | | | | | | | |
| | 2 Business name/disregarded entity name, if different from above | | | | | | | | | |
| 30 | | | | | | | | | | |
| page 3. | 3 Check appropriate box for federal tax classification of the person whose na following seven boxes. | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | | | | | | | | |
| ns on | Individual/sole proprietor or LI C Corporation LI S Corporation single-member LLC | ☐ Trust/estate | Exempt payee code (if any) | | | | | | | |
| tio t | Limited liability company. Enter the tax classification (C=C corporation, | S=S corporation, P=Partnersh | nio) 🖊 | | | | | | | |
| Print or type. Specific Instructions on page | Note: Check the appropriate box in the line above for the tax classificati LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the | Exemption from FATCA reporting code (if any) | | | | | | | | |
| Scif | ✓ Other (see instructions) ► County G | (Applies to accounts maintained outside the U.S.) | | | | | | | | |
| Sp | 5 Address (number, street, and apt. or suite no.) See instructions. | and address (optional) | | | | | | | | |
| do i | 200 West College | | | | | | | | | |
| 0, | 6 City, state, and ZIP code | 10 10 1001 | | | | | | | | |
| | Greenville, IL 62246 | | | | | | | | | |
| | 7 List account number(s) here (optional) | | | | | | | | | |
| | | | | | | | | | | |
| Part I Taxpayer Identification Number (TIN) | | | | | | | | | | |
| | your TIN in the appropriate box. The TIN provided must match the na p withholding. For individuals, this is generally your social security nu | | | curity number | | | | | | |
| | p withholding. For individuals, this is generally your social security hant nt alien, sole proprietor, or disregarded entity, see the instructions for | | a | _ | | | | | | |
| entitie | s, it is your employer identification number (EIN). If you do not have a | | | | | | | | | |
| TIN, la | | A District of the same and the | or F | id-usif - si-u | | | | | | |
| | If the account is in more than one name, see the instructions for line er To Give the Requester for guidelines on whose number to enter. | Also see What Name ar | nd Employer | identification number | | | | | | |
| 110/110 | or to and the requestor for galactimes of whose familiar to sixer. | 3 7 | - 6 0 0 0 4 0 5 | | | | | | | |
| Part | II Certification | 30 30 A335 | | | | | | | | |
| | penalties of perjury, I certify that: | | - | | | | | | | |
| | number shown on this form is my correct taxpayer identification num | nber (or I am waiting for a | number to be is: | sued to me); and | | | | | | |
| Service (IRS) that I am 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 | | | | | | | | | | |
| | a U.S. citizen or other U.S. person (defined below); and | | | | | | | | | |
| | FATCA code(s) entered on this form (if any) indicating that I am exer | pt from FATCA reporting | is correct. | | | | | | | |
| Certifi | cation instructions. You must cross out item 2 above if you have been r | notified by the IRS that you | are currently sub | iect to backup withholding because | | | | | | |
| you ha acquis | ve failed to report all interest and dividends on your tax réturn. For real e ition or abandonment of secured property, cancellation of debt, contribu han interest and dividends, you are not required to sign the certification, | state transactions, item 2 d tions to an individual retirer | loes not apply. For ment arrangemen | or mortgage interest paid, t (IRA), and generally, payments | | | | | | |
| Sign Here | Signature of Collen Camp, Treasur | rer Da | ate ► 4-21 | 1-2020 | | | | | | |
| Ger | neral Instructions | • Form 1099-DIV (divided funds) | dends, including | those from stocks or mutual | | | | | | |
| Section noted. | n references are to the Internal Revenue Code unless otherwise | Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) | | | | | | | | |
| Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted | | Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) | | | | | | | | |
| | | transactions by broker | . 0, | | | | | | | |
| Pur | ney were published, go to www.irs.gov/FormW9. | Form 1099-S (procedure) | 100 C 100 C 100 C 100 C | tate transactions) | | | | | | |
| | ney were published, go to www.irs.gov/Formw9. | • Form 1099-S (proce | eds from real es | tate transactions) rd party network transactions) | | | | | | |
| | | Form 1099-S (procedForm 1099-K (merch | eds from real es nant card and thi | | | | | | | |
| inform identif | pose of Form ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer cation number (TIN) which may be your social security number | Form 1099-S (proced) Form 1099-K (merch) Form 1098 (home merch) | eds from real es nant card and thi ortgage interest) | rd party network transactions) | | | | | | |
| inform identifi (SSN), | DOSE of Form ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer | Form 1099-S (proced Form 1099-K (merch Form 1098 (home med) 1098-T (tuition) Form 1099-C (canced) | eds from real es nant card and thi ortgage interest) eled debt) | rd party network transactions) | | | | | | |

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,

alien), to provide your correct TIN.

later.

amount reportable on an information return. Examples of information

returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)



ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/09/2020 from 8:00 AM to 1:00 PM

ALERT: CAGE is experiencing a high volume of entity registrations; processing time is currently exceeding the normal wi email to the DLA CAGE Program if you are contacted for additional information to prevent further delays.

Entity Dashboard

BOND COUNTY

DUNS: 029958295 CAGE Code: 5H9R2

Status: Active

Entity Overview

Expiration Date: 01/30/2021

Purpose of Registration: Federal Assistance Awards Only

• Entity Registration

Entity Overview

Core Data

Assertions

Reps & Certs

POCs

Reports

 Service Contract Report

BioPreferred Report

Exclusions

Active Exclusions

Inactive Exclusions

 Excluded Family <u>Members</u>

Entity Registration Summary

DUNS: 029958295

Name: BOND COUNTY

Business Type: US Local Government

Last Updated By: Colleen Camp

Registration Status: Active

Activation Date: 01/31/2020

Expiration Date: 01/30/2021

Exclusion Summary

Active Exclusion Records? No

BACK TO USER DASHBOARD



IBM-P-20200424-1037 www8

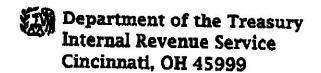
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In reply refer to: May 27, 2009

0233739936 LTR 147C

37-6000405

BOND COUNTY TREASURER % R KATIE WEISS 203 W COLLEGE AVE GREENVILLE IL 62246-1037 036

Taxpayer Identification Number: 37-6000405

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of May 27th, 2009.

Your Employer Identification Number (EIN) is 37-6000405. 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,

you Anuth

MS. SMITH 01-96566

Customer Service Representative



U.S. Department of Housing and Urban Development

451 Seventh Street, SW Washington, DC 20410 www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Project Information

Project Name: Economic development activities, including and limited to, working capital expenses (i.e., employee salaries, general operating expenses, inventory and advertising/marketing expenses) not associated with construction or expansion of existing operations for eligible small business(es) in Bond County.

Responsible Entity: Bond County

Grant Recipient (if different than Responsible Entity): Same as Responsible Entity Above

State/Local Identifier: TBD, if application is funded.

Preparer: Colleen Camp, Treasurer, Bond County 203 W College Ave Greenville, IL 62246 618-664-0618

Certifying Officer Name and Title: Wes Pourchot, County Board Chairman

Consultant (if applicable): N/A.

Project Location: 200 W College, Greenville, IL 62246

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]: Economic development activities, including and limited to, working capital expenses (i.e., employee salaries, general operating expenses, inventory and advertising/marketing expenses) not associated with construction or expansion of existing operations in Greenville, Bond County, Illinois, to assist the following specific small business: Pet Designs Pet Salon

Level of Environmental Review Determination:

| | Activity/Project is Exempt per 24 CFR 58.34(a): |
|-------------|--|
| \boxtimes | Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b): (4) |

Funding Information

| HUD Program | Exempt Amount | Categorically Excluded Amount |
|-------------|---------------|-------------------------------|
| State CDBG | N/A | \$ 13450,00 |
| | | |

Estimated Total HUD Funded Amount: Same as Categorically Excluded Amount Above

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): None.

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$5048.00 in CDBG Downstate Small Business Stabilization (DSBS) funds, for the small business economic development activities noted in Description above.

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

| Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6 | Are formal compliance steps or mitigation required? | Compliance determinations | | | | |
|--|---|--|--|--|--|--|
| STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6 | | | | | | |
| Airport Hazards | Yes No | No sale or acquisition of property will occur. | | | | |
| 24 CFR Part 51 Subpart D | | | | | | |
| Coastal Barrier Resources | Yes No | Illinois is not a covered state under these | | | | |
| Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501] | | Acts. | | | | |

| | Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001- 4128 and 42 USC 5154a] | Yes | No | The project is exempt pursuant to Section 58.6(a)(3), because it is funded through a HUD formula grant made to a state. | | | | |
|----------------------------|---|--|--|--|--|--|--|--|
| Si el th pi fo | iminate adverse environmental in le above-listed authorities and fa coject contracts, development agre | easures and an east of the control o | ndopted nd to avo hese me , and oth | by the Responsible Entity to reduce, avoid, or oid non-compliance or non-conformance with easures/conditions must be incorporated into ner relevant documents. The staff responsible es should be clearly identified in the mitigation | | | | |
|] | Law, Authority, or Factor | Mitigation Measure | | | | | | |
| 1 | N/A | N/A | | | | | | |
| | reparer Signature: | I | reasurer | Date:/ Bond County | | | | |
| 4 | esponsible Entity Agency Official Ame/Title: Wes Pourchot / County | | | Date: | | | | |
| | | | | olicant community's Chief Elected Official | | | | |
| | | | | | | | | |

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



FEMA (//www.fema.gov/) FEMA Flood Map Service Center: Search By Address

Navigation

Search

Languages

MSC Home (/portal/)

MSC Search by Address (/portal/search)

MSC Search All Products (/portal/advanceSearch)

 MSC Products and Tools (/portal/resources/productsandtools)

(/portal/resources/hazus)

LOMC Batch Files (/portal/resources/lomc)

Product Availability (/portal/productAvailability)

MSC Frequently Asked Questions (FAQs) (/portal/resources/faq)

MSC Email Subscriptions (/portal/subscriptionHome)

Contact MSC Help (/portal/resources/contact) Enter an address, place, or coordinates: 📦

679 Old National Trail, Pocahontas, IL 62275

Search

Whether you are in a high risk zone or not, you may need flood insurance (https://www.fema.gov/national-flood-insuranceprogram) because most homeowners insurance doesn't cover flood damage. If you live in an area with low or moderate flood risk, you are 5 times more likely to experience flood than a fire in your home over the next 30 years. For many, a National Flood Insurance Program's flood insurance policy could cost less than \$400 per year. Call your insurance agent today and protect what

Learn more about steps you can take (https://www.fema.gov/what-mitigation) to reduce flood risk damage.

Search Results—Products for **BOND COUNTY**

Show ALL Products » (https://ms

UNINCORPORATED AREAS

The flood map for the selected area is number 1709960075B, effective on 01/04/1985

MAP IMAGE



Changes to this FIRM

Revisions (0) Amendments (0) Revalidations (0)

(https://msc.fema.gov/portal/viewProduct?

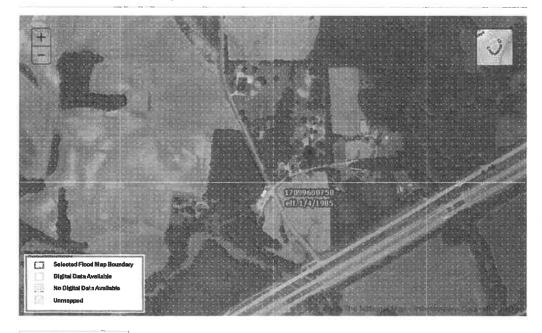
filepath=/17/P/Firm/1709960075B.tif&productID=1709960075B)



(https://msc.fema.gov/portal/downloadProduct?

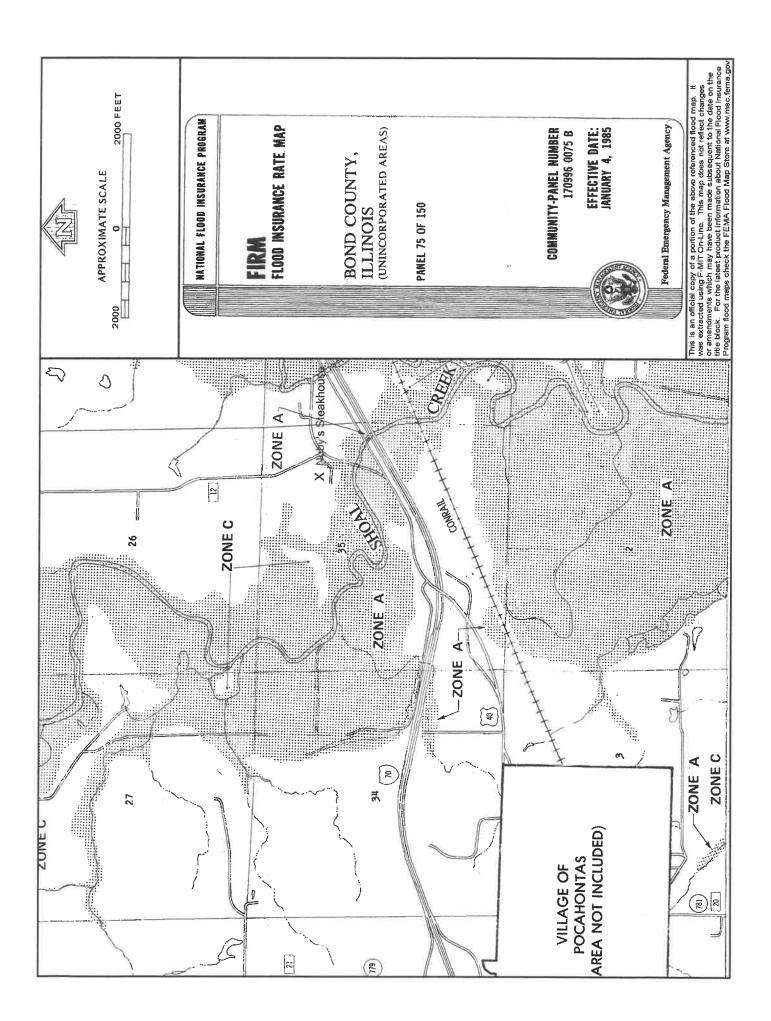
filepath=/17/P/Firm/1709960075B.tif&productTypeID=FINAL_PRODUCT&productSubTypeID=F

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PARTICIPATION AGREEMENT

| THIS AGREEME | NT is | s made as of the | <u>9th</u> (| day of | July | _, 2020 by and between the | he |
|----------------|-------|------------------|--------------|----------|------|----------------------------|----|
| County of Bond | and | Nuby's Steakhor | use, Ir | <u> </u> | | | |

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 <u>"DCEO Funds"</u> shall mean the sum of \$ 13650.00 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

- 2.1 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.
- 2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- 2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- 2.4 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

3.1 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.

3.2 Business represents and warrants that:

- (a) Business is a sole proprietorship, 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 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 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.
- (b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate 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 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.
- 3.3 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 all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.
- 3.4 The Business shall comply with all applicable 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.
- 3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, 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) to which any of them may become subject insofar as they may arise out of 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.
- 3.6 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 furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, 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.

V. TERMINATION

- 5.1 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.
- 5.2 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.
- 5.3 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

- 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.
- 6.2 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.

- 6.3 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.
- 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.
- 6.5 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.
- 6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.
- 6.7 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.
- 6.8 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.
- 6.9 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).
- 6.10 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).
- 6.11 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.
- 6.12 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.

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

Diamond Mineral Springs, Inc dba Powhatan Restaurant and Motel

By: Rickey Richardson President

Address: 667 Zobrist Ave Pocahontas, IL 62275 By: Wes Pourchot Board Chairman

Address: 200 W College Greenville, IL 62246



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

NUBY'S STEAKHOUSE INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON AUGUST 28, 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 18TH

day of

JUNE

A.D.

2020

Authentication #: 2017002722 verifiable until 06/18/2021 Authenticate at: http://www.cyberdriveillinois.com

SECRETARY OF STATE