

CDBG Application Submission Checklist

All CDBG applications will be screened for completeness. Applicants must complete and submit this checklist with the application. **Please ensure your Application includes all of the listed information.** Use the right-hand column, labeled "Page Number" to indicate the page for each item.

PROJECT INFORMATION

PAGE NUMBER

<input type="checkbox"/>	Completed Submission Checklist (This Page)	<input type="text"/>
<input checked="" type="checkbox"/>	Letter of Transmittal from Chief Elected Official	<input type="text"/>
<input checked="" type="checkbox"/>	State of Illinois - DCEO Uniform Grant Application (completed by local government)	<input type="text"/>
<input checked="" type="checkbox"/>	Applicant Project Information (local government & benefiting business information)	<input type="text"/>
<input checked="" type="checkbox"/>	Uniform GATA Budget (completed by the local government and benefiting business)	<input type="text"/>
<input checked="" type="checkbox"/>	Project Summary (from benefiting business)	<input type="text"/>
<input checked="" type="checkbox"/>	Net Income Verification (from benefiting business)	<input type="text"/>
<input checked="" type="checkbox"/>	Copy of Most Recent Bank Statement (from benefiting business)	<input type="text"/>
<input checked="" type="checkbox"/>	Other Supporting Documentation (from benefiting business)	<input type="text"/>
<input checked="" type="checkbox"/>	Documentation of Employee Status (from benefiting business)	<input type="text"/>
<input type="checkbox"/>	Council Resolution of Support	<input type="text"/>
<input type="checkbox"/>	Resident Participation:	<input type="text"/>
	7-Day Public Hearing Notice	<input type="text"/>
	Publisher's certification	<input type="text"/>
	Certified minutes	<input type="text"/>
	Attendance sheet(s)	<input type="text"/>
<input checked="" type="checkbox"/>	Local Government Certifications	<input type="text"/>
<input checked="" type="checkbox"/>	Business Certifications	<input type="text"/>
<input checked="" type="checkbox"/>	Mandatory Disclosures (completed by local government)	<input type="text"/>
<input checked="" type="checkbox"/>	Conflict of Interest (completed by local government)	<input type="text"/>
<input checked="" type="checkbox"/>	Fair Housing Resolution	<input type="text"/>
<input checked="" type="checkbox"/>	W-9 (for local government)	<input type="text"/>
<input checked="" type="checkbox"/>	SAM Registration (CAGE # - for local government)	<input type="text"/>
<input checked="" type="checkbox"/>	IRS Certification Letter (for local government)	<input type="text"/>
<input checked="" type="checkbox"/>	HUD Exempt/Categorically Excluded not subject to 58.5 Environmental Review form	<input type="text"/>
<input checked="" type="checkbox"/>	FEMA FIRMette with business location marked	<input type="text"/>
<input checked="" type="checkbox"/>	Participation Agreement	<input type="text"/>
<input checked="" type="checkbox"/>	Certificate of Good Standing from the Secretary of State of Illinois (from benefiting business)	<input type="text"/>

City of Rock Falls

603 W. 10th Street
Rock Falls, IL 61071-2854

Mayor

William B. Wescott
815-380-5333

City Administrator

Robbin D. Blackert
815-564-1366



Deputy City Clerk

Michelle Conklin
815-622-1100

City Treasurer

Kay Abner
815-622-1100

May 5, 2020

Director's Office

Illinois Department of Commerce and Economic Opportunity
500 East Monroe
Springfield, IL 62701

Re: Downstate Small Business Stabilization Program
Arthur's Garden Delicatessen, Inc.

Dear Director:

The City of Rock Falls 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 \$25,000 to be used to provide working capital needs for Arthur's Garden Delicatessen, Inc.. Arthur's Garden Deli has been a part of the Rock Falls community since 1980 and normally employs 16 people. Arthur's Garden Deli has been negatively and significantly impacted by the COVID-19 pandemic emergency and urgently requires financial assistance. Thank you for your consideration of our request.

Sincerely,

A handwritten signature in blue ink that reads "Wm. B. Wescott".

William B. Wescott, Mayor
City of Rock Falls, Illinois



**Illinois
Department of Commerce
& Economic Opportunity**

Uniform Application for State Grant Assistance

Agency Completed Section

1. Type of Submission ☐ Pre-Application
☒ Application
☐ Changed / Corrected Application

2. Type of Application ☒ New
☐ Continuation (i.e. multiple year grant)
☐ Revision (modification to initial application)

3. Date/Time Received By State (Completed by State Agency upon Receipt of Application)

4. Name of Awarding State Agency

5. Catalog of State Financial Assistance (CSFA) Number

6. CSFA Title

Catalog of Federal Domestic Assistance (CFDA) ☐ Not Applicable (No federal funding)

7. CFDA Number

8. CFDA Title

9. CFDA Number

10. CFDA Title

Additional CFDA Number, if required

Additional CFDA Title, if required

Funding Opportunity Information

11. Funding Opportunity Number

12. Funding Opportunity Title

Competition Identification ☒ Not Applicable

13. Competition Identification Number

14. Competition Identification Title

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 number (EIN, TIN)

18. Organizational DUNS Number

19. SAM Cage Code

20. Business Address
(Address 1)
(Address 2)
(City), (State), (zip - 4)

Applicant's Organizational Unit

21. Department Name

22. Division Name

Applicant's Name and Contact Information for Person to be Contacted for **Program** Matters involving this Application.

23. First Name

24. Last Name

25. Suffix

26. Title

27. Organizational Affiliation

28. Telephone Number

29. Fax Number

30. E-mail Address

Applicant's Name and Contact Information for Person to be Contacted for **Business/Administrative Office** Matters involving the Application.

31. First Name

32. Last Name Blackert
33. Suffix
34. Title City Administrator
35. Organizational Affiliation City Administrator
36. Telephone Number (815) 564-1366
37. Fax Number (815) 622-1109
38. E-mail Address rblackert@rockfalls61071.com

Areas Affected

39. Areas Affected by the Project (cities, counties, state-wide, add attachments e.g. maps)

Rock Falls
Whiteside County
Map Attached as Exhibit A

40. Legislative and Congressional District of Applicant

Illinois Senate 36th District, Illinois House 71st District
17th Congressional District

41. Legislative and Congressional Districts or Program Project

Illinois Senate 36th District, Illinois House 71st District, 17th Congressional District

Applicant's Project

42. Description Title of Applicant's Project

To provide 60 days of working capital to Arthur's Garden Delicatessen, Inc. which has been negatively and severely impacted by the COVID-19 pandemic emergency and urgently requires financial assistance.

43. Proposed Project Term

Start Date

6-1-2020

End Date

5-31-2021

44. Estimated Funding (Include all that apply)

☒ Amount Requested from the State

\$25,000.00

☐ Applicant Contribution (e.g., in kind, matching)

☐ Local Contribution

☐ Other Source of Contribution

☐ Program Income

Total Amount \$25,000.00

Applicant Certification:

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.

☒ I Agree

Authorized Representative

45. First Name

46. Last Name

47. Suffix

48. Title

49. Telephone Number

50. Fax Number

51. E-mail Address

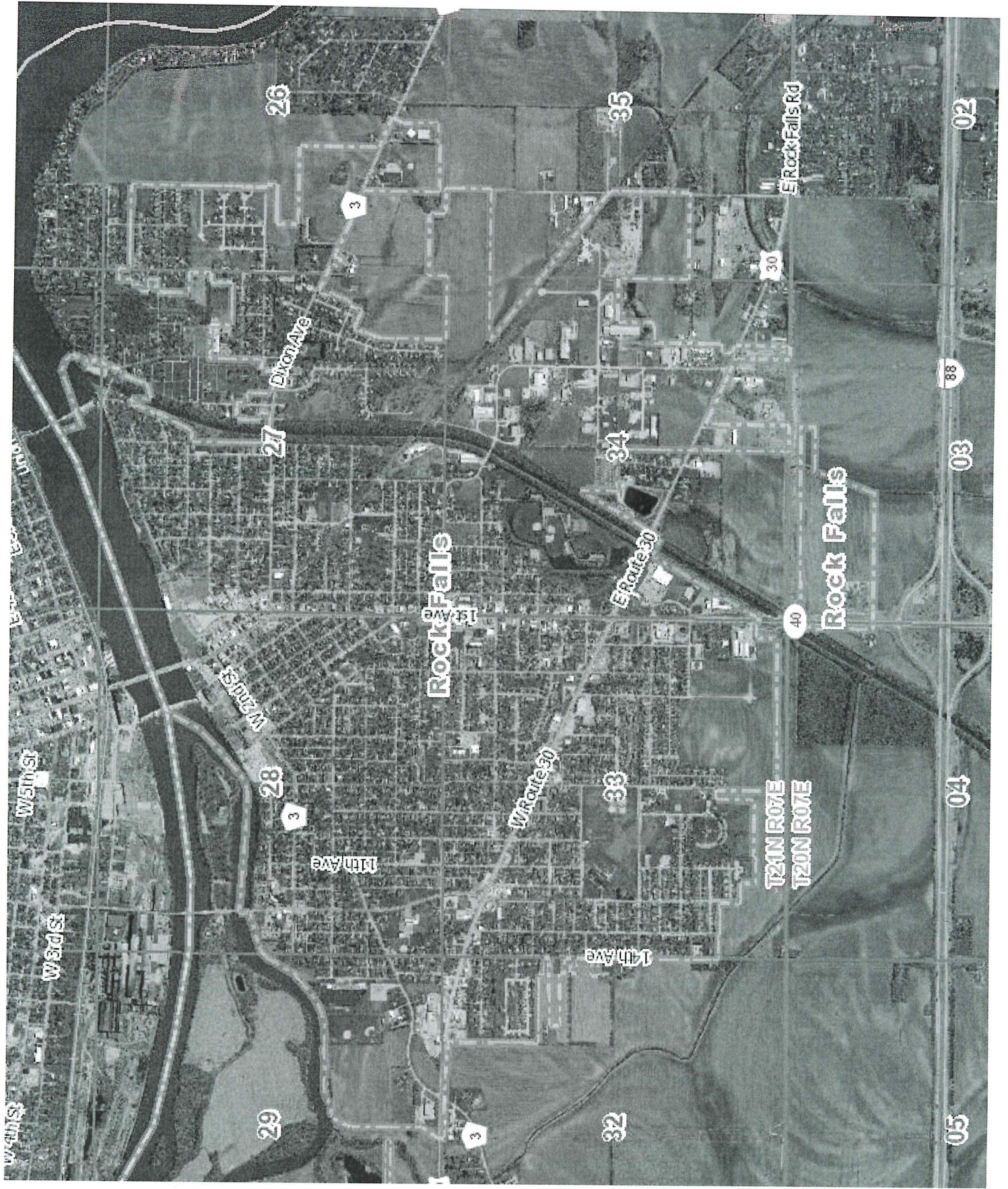
52. Signature of Authorized Representative



53. Date Signed

5.5.2020

Exhibit A



ECONOMIC DEVELOPMENT COMPONENT

I. PRE-APPLICATION REQUIREMENTS

12-14-2016 DATE APPLICANT COMPLETED REGISTRATION ON GATA PORTAL (www.grants.illinois.gov)

05-15-2019 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):	05/05/20
Resolution Number:	2020-842

II. Amount of Funding Request: \$25,000.

☒ FINANCING GAP - For Economic Development Grants, this argument will demonstrate that a business can raise only a portion of the financing necessary to complete the project. Banks and other financial institutions must disclose their legal lending units and other circumstances which would prevent them from financing the project without CDBG assistance. Reference the documentation within the application which supports the argument. Written evidence to include bank statements for a period beginning January 1, 2020 and an explanation of the credits and debits. 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	Robbin		
Last Name	Blackert		
Title	City Administrator		
Agency Name	City of Rock Falls		
Agency Type	Municipality		
Mailing Address	603 W 10 th Street, Rock Falls, IL 61071		
Telephone	(815) 564-1366	Email	rblackert@rockfalls61071.com
Federal Employer Identification Number	36-6006076		

IV. BENEFITING BUSINESS INFORMATION

Business Phone Number (815) 625-0011

Business E-mail scott.wolber@yahoo.com

Fiscal Year End Date 12 / 31

Name of Business this application is in support of:

Supported Business Name: Arthur's Garden Delicatessen, Inc.

Supported Business Address 1: 1405 1st Avenue

Supported Business Address 2: _____

Supported Business City: Rock Falls

Supported Business State: Illinois

Supported Business Zip: 99999-9999: 61071-3030

Supported Business E-Mail Address: scott.wolber@yahoo.com

Supported Business FEIN: 36-33010255

Supported Business DUNS: _____

Supported Business SIC: 5812

Supported Business Type: Corporation

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Wolber

First Name: Scott

Title: President

Daytime Phone: 815-625-0011

Home Phone: _____

E-Mail: scott.wolber@yahoo.com

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy 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:	City of Rock Falls	DUNS#	87151569	NOFO #	2398-1381
CSFA Number:	420-75-2398	CSFA Description:	Downstate Small Business Stabilization Program	Fiscal Year:	FY 20
SECTION A -- STATE OF ILLINOIS FUNDS					
Revenues			Grant #		
(a). State of Illinois Grant Amount Requested			TOTAL REVENUE		
			\$ 25,000.00		
BUDGET SUMMARY STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200		TOTAL EXPENDITURES	
1. Personnel (Salaries & Wages)		200.430	\$	17,443.50	
2. Fringe Benefits		200.431	\$	-	
3. Travel		200.474	\$	-	
4. Equipment		200.439	\$	-	
5. Supplies		200.94	\$	5,782.50	
6. Contractual Services & Subawards		200.318 & 200.92	\$	-	
7. Consultant (Professional Services)		200.459	\$	-	
8. Construction			\$	-	
9. Occupancy (Rent & Utilities)		200.465	\$	1,774.00	
10. Research & Development (R&D)		200.87	\$	-	
11. Telecommunications			\$	-	
12. Training & Education		200.472	\$	-	
13. Direct Administrative costs		200.413 (c)	\$	-	
14. Miscellaneous Costs			\$	-	
15. A. <u>Grant Exclusive Line Item(s)</u>			\$	-	
B. <u>Grant Exclusive Line Item(s)</u>			\$	-	
16. Total Direct Costs (lines 1-15)		200.413	\$	25,000.00	
17. Indirect Costs* (see below)		200.414	\$	-	
Rate: _____					
Base: _____					
18. Total Costs State Grant Funds (16 & 17)		\$ 25,000.00			

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.

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

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

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

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

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

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

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

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

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

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

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

- 4) ☐ _____ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200 Appendix IV (5)) Or,
_____ Complies with other statutory policies (please specify):
The Restricted Indirect Cost Rate is _____ %

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

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

Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)
Approving Federal/State agency (please specify): _____
The Indirect Cost Rate is: _____ % The Distribution Base is: _____

CERTIFICATION		STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE		AGENCY: Commerce & Economic Opportunity	
Organization Name: City of Rock Falls		CSFA Description: Downstate Small Business Stabilizati		NOFO # 2398-1381	
CSFA #: 420-75-2398		DUNS # 87151569		Fiscal Year(s): FY 20	

(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).

City of Rock Falls
 Institution/Organization
 Signature Robbin Blackert
 Robbin Blackert
 Name of Official
 City Administrator
 Title
 Chief Financial Officer (or equivalent)
5-5-2020
 Date of Execution

City of Rock Falls
 Institution/Organization
 Signature William B. Wescott
 William B. Wescott
 Name of Official
 Mayor
 Title
 Executive Director (or equivalent)
5/5/2020
 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

City of Rock Falls

1) Personnel (Salaries & Wages) (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position(s)	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of time	Personnel Cost
Alexandra Allen	Counter Clerk	\$ 8.25	hourly	100%	50	\$ 412.50
Lennon Allison	Counter Clerk	\$ 9.25	hourly	100%	40	\$ 370.00
Amara Campos	Supervisor	\$ 13.00	hourly	100%	164	\$ 2,132.00
Chloe Cook	Counter Clerk	\$ 8.50	hourly	100%	36	\$ 306.00
Tessa DeLonge	Counter Clerk	\$ 9.75	hourly	100%	126	\$ 1,228.50
Yelena Favela	Counter Clerk	\$ 9.00	hourly	100%	50	\$ 450.00
Diego Hernandez	Supervisor	\$ 10.50	hourly	100%	268	\$ 2,814.00
Kelsey Hibbard	Counter Clerk	\$ 10.50	hourly	100%	376	\$ 3,948.00
Laine Johnson	Store Manager	\$ 13.00	hourly	100%	320	\$ 4,160.00
Carmen Mendoza	Counter Clerk	\$ 9.25	hourly	100%	42	\$ 388.50
Alexis Sherman	Counter Clerk	\$ 11.00	hourly	0%	0	\$ -
Olivia Soriano	Counter Clerk	\$ 17.75	hourly	0%	0	\$ -
Jules Terlizzi	Counter Clerk	\$ 13.00	hourly	100%	18	\$ 234.00
Maria Uribe	Counter Clerk	\$ 8.25	hourly	0%	0	\$ -
Delaney Wetzel	Counter Clerk	\$ 10.00	hourly	100%	72	\$ 720.00
Alyssa Wolf	Counter Clerk	\$ 8.75	hourly	100%	32	\$ 280.00

State Total \$ 17,443.50

\$ -

\$ -

NON-State Total \$ -

Total Personnel \$ 17,443.50

Personnel Narrative (State):

These grant funds would allow us to continue us to maintain our current staffing levels upon reopening of the eat in restaurant. Some of our employees are high school and college students while other are providing for their families with their salaries. The majority of our employees are low to moderate income individuals.

Personnel Narrative (Non-State) i.e. "Match" or "Other Funding"

City of Rock Falls

5. Supplies (2 CFR 200.94)--List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

	Item	Quantity/ Duration	Cost	Supplies Cost
<i>Food & Restaurant Supplies</i>		2 \$	2,891.25	\$ 5,782.50
				-
				\$ -
				\$ -
				\$ -
				\$ -
	<i>State Total</i>			\$ 5,782.50
				\$ -
				\$ -
	<i>NON-State Total</i>			\$ -
	<i>Total Supplies</i>		\$	5,782.50

Supplies Narrative (State):

Upon reopening of the restaurant, it will be necessary to restock food supplies for the buffet salad bar and other food stock supplies. These grant funds will allow us to replenish our food and supply stock:

Supplies Narrative (Non-State) i.e. "Match" or "Other Funding"

Section C - Budget Worksheet & Narrative

City of Rock Falls

9). **Occupancy - Rent and Utilities** (2 CFR 200.465) -- List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of time	Occupancy Cost
<i>Electric, Sewer, Water</i>	<i>1</i>	<i>Monthly</i>	<i>\$ 692.00</i>	<i>2</i>	<i>\$ 1,384.00</i>
<i>Nicar</i>	<i>1</i>	<i>Monthly</i>	<i>\$ 105.00</i>	<i>2</i>	<i>\$ 210.00</i>
<i>Comcast</i>	<i>1</i>	<i>Monthly</i>	<i>\$ 90.00</i>	<i>2</i>	<i>\$ 180.00</i>
<i>State Total</i>					<i>\$ 1,774.00</i>

\$ -
\$ -
NON-State Total \$ -

Total Occupancy \$ 1,774.00

Occupancy Narrative (State):

Utility costs have remained steady even though our eat-in restaurant has not been open for use. These grant funds will assist us in catching up with our utility costs upon reopening.

Occupancy Narrative (Non-State) i.e. "Match" or "Other Funding"



PROJECT SUMMARY

Arthur's Garden Delicatessen, Inc. has been a staple in Rock Falls since 1980. Founded by Scott Arthur Wolber, Arthur's Garden Deli is truly a family deli. Our original crew consisted of Mom, Dad, Aunt Cathy and Grandma Louise. Firmly rooted in faith and family first, we are closed on Sundays to give our exceptional staff an opportunity to worship and spend time with their families.

Voted "Best Place for Lunch", among other awards, for 16 consecutive years! Arthur's Garden Deli offers a casual, welcoming atmosphere that makes Arthur's the go-to place for family and friends to meet, eat and catch up.

We have enjoyed having a successful history and the COVID-19 pandemic has hit our business hard, with only drive-up orders available. These grant funds would be used to continue to employ all our current employees, pay our utilities and to purchase food supplies.

Arthur's Garden Deli's commitment to serve goes beyond our great customers and extends to the communities our families live and work in. At Arthur's Garden Deli we reinvest by hiring, spending and actively supporting LOCAL charities and events. The receipt of these grant funds would not only allow us to continue operations of our restaurant, but it would allow us to continue our legacy of giving back to our community for many more decades.

Thank you for your consideration of our request.

Sincerely

Scott Wolber, President
Arthur's Garden Delicatessen, Inc.

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	\$1,937.00	Yes	No	\$24500.
December 31, 2018	\$15,854.00	Yes	No	\$27,300.
December 31, 2019	(\$8,009.00)	Yes	No	\$19,500
Current:	(\$3,600.00)	Yes	No	\$21,000

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		\$64,000
Personnel (Salary & Wages)	\$11,000	
Fringe Benefits	\$800	
Equipment	\$0	
Inventory	\$20,480	
Supplies	\$200	
Occupancy (Rent & Utilities)	\$3800	
Telecommunications	\$1300	
Other (Specify) Bank fees, Acct. fees, Credit card fees, online order fee	\$1100	
Other (Specify)	\$0	
Other (Specify) Insurance, Maintenance & Repairs to Building & Equipment	\$23,500	
Total of All Expenditures	\$62,180	
Monthly Net Income (Total Income – Total of All Expenditures)		\$1,820.00



1201 Network Centre Drive Effingham, IL 62401

Page 1 of 34
Period Beginning March 02, 2020
Period Ending March 31, 2020
Days in Period 30
Statement Date March 31, 2020

How to contact us

Customer Care 1-855-MY-MIDLAND

Get current account information

Bank by Phone 1-800-952-1529

Visit us online midlandsb.com

ARTHURS GARDEN DELI
1108 AVENUE A
ROCK FALLS IL 61071



Go Paperless.

Switch to Online Statements at
midlandsb.com/gopaperless

Your Statement

Summary

Ending Balance

Pro Connect Checking

\$ [REDACTED]

REGARDING
ROCK FALLS
LOCATION

Stay healthy.

Bank from home.

Bank from anywhere with our
mobile app and online banking!

In an effort to keep customers and employees
healthy, we are suspending lobby access at
our branch locations effective March 17,
2020. Drive thru services will remain open.

For information on branch closings, please visit
midlandsb.com/coronavirus-impact-update or
call us at 1-855-696-4352.

Pro Connect Checking

Owner(s): ARTHURS GARDEN DELI

Account# [REDACTED]
Service Charge

\$0.00

Previous Balance [REDACTED]
251 Deposits [REDACTED]
268 Withdrawals [REDACTED]
Ending Balance [REDACTED]
Average Ledger Balance [REDACTED]
Average Collected Balance [REDACTED]

59,784.40
10,168.50

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item fees	\$0.00	\$0.00

All Credit Activity

Transaction Date	Deposit	Transaction Description
03/02	1,476.07	TXNS/FEEES HRTLAND PMT SYS CCD 650000004983865
03/02	[REDACTED]	TXNS/FEEES HRTLAND PMT SYS CCD 650000003162404
03/02	1,824.66	TXNS/FEEES HRTLAND PMT SYS CCD 650000004983865
03/02	1,844.93	TXNS/FEEES HRTLAND PMT SYS CCD 650000004983865
03/02	[REDACTED]	TXNS/FEEES HRTLAND PMT SYS CCD 650000003162404
03/02	[REDACTED]	TXNS/FEEES HRTLAND PMT SYS CCD 650000003162404

All Credit Activity (continued)

Transaction Date	Deposit	Transaction Description
03/05	1,419.35	Deposit
03/05	1,675.00	Deposit
03/05	1,721.45	Deposit
03/05	2,452.00	Deposit
03/06	1,156.79	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404
03/06	1,351.85	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/06	3,854.98	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/06	3,571.72	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/06	1,078.54	Deposit
03/06	1,571.08	Deposit
03/06	1,675.00	Deposit
03/06	1,777.91	Deposit
03/06	2,153.21	Deposit
03/06	1,751.81	Deposit
03/09	1,252.00	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404
03/09	1,555.86	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/09	1,768.61	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/09	1,713.55	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404
03/09	1,920.49	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/09	2,110.71	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404
03/09	2,257.60	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/09	3,750.13	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/09	3,935.16	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/09	3,945.10	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/09	1,775.61	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/09	1,527.65	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/09	3,760.32	Deposit
03/09	1,945.32	Deposit
03/09	1,017.70	Deposit
03/09	1,230.14	Deposit
03/09	1,575.33	Deposit
03/09	1,675.00	Deposit
03/09	1,795.13	Deposit
03/09	2,400.21	Deposit
03/09	2,500.00	Deposit
03/09	2,767.16	Deposit
03/10	1,124.23	Deposit

All Credit Activity (continued)

Transaction Date	Deposit	Transaction Description
03/16	1,811.20 1,811.20	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/16	1,823.48	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404
03/16	3,008.50	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/16	3,055.22	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/16	3,055.56	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/16	3,580.16	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/16	3,222.83	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/16	4,232.76	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/16	1,132.41	Deposit
03/16	1,161.92 1,161.92	Deposit
03/16	1,723.84	Deposit
03/16	1,422.40 1,422.40	Deposit
03/16	1,675.00	Deposit
03/16	1,675.00	Deposit
03/16	1,971.00	Deposit
03/16	2,367.51	Deposit
03/16	2,597.89	Deposit
03/16	2,017.00	Deposit
03/17	830.54 830.54	Deposit
03/17	916.00	Deposit
03/17	1,515.00	Deposit
03/17	1,675.00	Deposit
03/17	2,647.37	Deposit
03/18	897.41 897.41	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/18	1,010.00	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404
03/18	2,417.00	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/18	2,151.00	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/18	657.23 657.23	Deposit
03/18	817.00	Deposit
03/18	1,625.00	Deposit
03/18	1,675.00	Deposit
03/18	1,885.00	Deposit
03/19	900.00	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404
03/19	1,005.28 1,005.28	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/19	1,929.00	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/19	2,131.00	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/19	671.00	Deposit

All Credit Activity (continued)

Transaction Date	Deposit	Transaction Description
03/24	837.50	Deposit
03/24	837.50	Deposit
03/24	1,056.06	Deposit
03/24	1,201.54	Deposit
03/25	620.25	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404
03/25	732.92	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/25	1,479.28	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/25	1,281.53	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/25	461.90	Deposit
03/25	500.00	Deposit
03/25	176.49	Deposit
03/25	837.50	Deposit
03/25	840.60	Deposit
03/25	1,130.32	Deposit
03/25	1,193.64	Deposit
03/26	669.27	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/26	1,067.04	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404
03/26	1,732.75	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/26	2,027.17	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/26	720.72	Deposit
03/26	330.20	Deposit
03/26	837.50	Deposit
03/26	1,061.65	Deposit
03/26	1,351.90	Deposit
03/27	930.25	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/27	973.15	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404
03/27	2,348.03	TXNS/FEES HRTLAND PMT SYS CCD 650000001321648
03/27	2,504.57	NET SETLMT Citizens CCD 4445034456434 ST* ARTHUR S GARDEN DELIBC
03/27	784.79	Deposit
03/27	837.50	Deposit
03/27	277.11	Deposit
03/27	119.71	Deposit
03/27	4,276.11	Deposit
03/30	913.14	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/30	915.34	TXNS/FEES HRTLAND PMT SYS CCD 650000004983865
03/30	1,000.11	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404
03/30	1,160.11	TXNS/FEES HRTLAND PMT SYS CCD 650000003162404

City of Rock Falls

Customer Service Center
603 W. 10th Street
Rock Falls, IL 61071-2854
(815) 622-1115



ACCOUNT NUMBER
31-00130-00
Total Amount Due
\$2,126.95CR

DUE UPON RECEIPT

ARTHUR'S GARDEN DELI
1108 AVE A
ROCK FALLS IL 61071-3092

Service Address: 1405 1ST AVE

DETACH AND RETURN THIS PORTION WITH PAYMENT

CITY OF ROCK FALLS Customer Service Center, 603 W. 10th Street, Rock Falls, IL 61071-2854

Account Number: 31-00130-00

Customer: ARTHUR'S GARDEN DELI

Service Address: 1405 1ST AVE

Rate: ELECTRIC RATE/C - COMMERCIAL

Meter Number: 60817693

Rate: WATER USAGE - 5/8" COMMERCIAL

Meter Number: 92040328

Billing Period: 3/2/20 to 4/1/20

Meter ID	Date	Previous Rd	Date	Current Rd	Multiplier	Usage	Read Comment
60817693	03/02/20	87,272	04/01/20	90,292	1	3,020	
92040328	03/02/20	1,846	04/01/20	1,857	1	11	INT LEAK

ELECTRIC USAGE
WATER USAGE CHARGE

Meter Detail Information Listed Above

Billed Amounts and Usages Listed Below

Service Dates:

03/02/2020 to 04/01/2020

Usage		
3,020	\$323.74	ELECTRIC USAGE
3,020	142.85	DISTRIBUTION CHARGE
3,020	21.14	CAPITAL COST RECOVER
3,020	10.36	PURCHASE POWER ADJ
	27.85	ELECTRIC CUST CHARGE
11	35.20	WATER USAGE CHARGE
	10.80	WATER MINIMUM CHARGE
	3.50	WATER CAPITAL IMPROV
	4.85	WATER DEBT CHARGE
11	48.96	SEWER USAGE
	17.80	SEWER MINIMUM CHARGE
	3.66	SEWER CAPITAL IMPROV
11	32.30	SEWER PLANT IMPROV
	9.66	ELECT EXCISE TAX

Current Amount Due On Or
Before 05/04/2020

\$2,126.95 CR

Total Amount Due After
05/04/2020

\$2,126.95 CR

Total Current Charges \$692.67

Previous Balance \$2,819.62 CR

Previous Payments

Assistance Balance

for Wolber, Scott Sr.

#01-53-2000 7

1549

1405 1st Ave Rock Falls

20 - 03/04/20 (33 days)

3/04/20

Balance \$108.93

Paid 02/18/2020 - Thank you! -\$108.93

Balance \$0.00

Utility \$104.38

Amount Due by 03/19/2020 \$104.38

New Charges - Commercial - Heat

Rate 4: Commercial Service

Charges 01/31/2020 - 03/03/2020 \$59.07

Customer Charge \$36.75

Therms 142.66 @ \$0.131 \$18.69

Thermal Cost Recovery 142.66 @ \$0.0055 = \$0.78

Thermal Cost Adjustment \$0.34

Agency Program 142.66 @ \$0.0126 \$1.80

Cost Adjustment 142.66 @ \$0.0002 \$0.03

Unified Infrastructure Chrg \$ 1.53 @ 0.88% \$0.01

Unified Infrastructure Chrg \$ 44.24 @ 1.39% \$0.62

Unified Infrastructure Chrg \$ 4.58 @ 1.17% \$0.05

Thermal Gas Cost \$36.85

January @ 4.32 Therms x \$0.2583 \$1.12

February @ 125.37 Therms x \$0.2583 \$32.38

March @ 12.97 Therms x \$0.2583 \$3.35

CS \$8.46

Principal Utility Tax for IL - Rock Falls \$95.92 @ 5.15% \$4.94

City Fund Tax \$95.92 @ 0.1% \$0.10

City Revenue Tax 142.66 @ \$0.024 = \$3.42

Total \$104.38

A Message for You

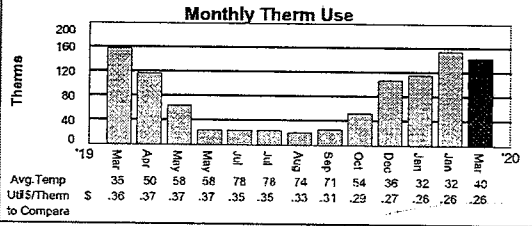
As you requested, the total bill amount will be automatically withdrawn from your account on the due date of this bill. Thank you.

You've enjoyed the convenience of Nicor Gas' Auto Payment program. But have you considered our Budget Plan? Your recommended minimum payment is \$71.00. To adjust your bank withdrawal, you can call, write or e-mail us.

Monthly Energy Profile

Current Reading	Previous Reading	Usage CCF	BTU Factor	Therms	Avg. Daily Therms	Avg. Daily Therms
03/04/20 (Estimated)	01/31/20 (Actual)	136	1.049	142.66	2019 5.05	2020 4.32
4606	4470					

CCF x BTU Factor = Therms



See the reverse side of this bill for additional billing explanations.

Nicor Gas

PO Box 2020
Aurora, IL 60507-2020

Receipt of Electronic Payment

\$104.38

Account Number:
0401532000 7

will be automatically
withdrawn from your account
on 03/19/20

Thank you.

Wolber, Scott Sr.
1108 AVENUE A
Rock Falls IL 61071-0000

04 01 53 2000 7 0000104380 0000104380 922

JS

Account Number
8771 10 332 0287875

Billing Date
Feb 07, 2020

Services From
Feb 11, 2020 to Mar 10, 2020

Page
1 of 3

for choosing Comcast Business.

Your bill at a glance

For 1405 1ST AVE, ROCK FALLS, IL, 61071-3030

Previous balance		\$89.62
Credit card payment - thank you	Feb 03	-\$89.62
Balance forward		\$0.00
Regular monthly charges	Page 3	\$83.35
Taxes, fees and other charges	Page 3	\$6.27
New charges		\$89.62

Amount due

\$89.62

Thanks for paying by Auto Pay

Your credit card payment of \$89.62 will be applied on Mar 02, 2020.

Need help?

Visit xfinity.com/customersupport or see page 2 for other ways to contact us.

Your bill explained

- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.



Handwritten notes:
Due \$59.62
A 65502

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment

**COMCAST
BUSINESS**

P O BOX 4928 OAK
BROOK IL 60522-4928
P6330010 NO RP 07 20200207 NNNNNNNN 0000982 0003

ARTHUR'S GARDEN DELI
1108 AVENUE A
ROCK FALLS, IL 61071-3002

Account number

8771 10 332 0287875

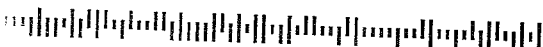
Automatic payment

Mar 02, 2020

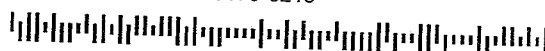
Please pay

\$89.62

Credit card payment will be applied Mar 02, 2020



COMCAST
PO BOX 70219
PHILADELPHIA PA 19176-0219



377110332028787500089623

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 Digits of Social Security #	Status on 12/31/19		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Alexandra Allen	5052	x		x			
Lennon Allison	9500	x		x			
Amara Campos	2033	x		x			
Chloe Cook	9052	x		x			
Tessa DeJonge	1882	x		x			
Yelena Favela	8798	x		x			
Diego Hernandez	0795	x		x			
Kelsey Hibbard	7003	x		x			
Laine Johnson	2592	x		x			
Carmen Mendoza	0636	x		x			
Alexis Sherman	3753	x		x			
Olivia Soriano	4366	x		x			
Jules Terlizzi	6688	x		x			
Maria Uribe	4157	x		x			
Delaney Wetzell	6903	x		x			
Alyssa Wolf	5964	x	x	x			

LOCAL GOVERNMENT CERTIFICATIONS

On this 5th of May 2020, the Mayor William B. Wescott of the City of Rock Falls 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 City of Rock Falls 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 sub-surface (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 no 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 located in a floodplain.

A FEMA Floodplain map is included in the application (as required) and is located on Page _____.

14. DUNS Number: 087151569



Signature of Chief Elected Official , William B. Wescott, Mayor

May 5, 2020
Date

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

4-28-20
Date

Scott Wolber

Typed Name of Chief Executive Officer

Scott A. Wolber Sr.

Arthur's Garden Delicatessen, Inc.

Name of Business

1405 First Avenue

Rock Falls, IL 61071

Business Address

36-33010255

FEIN #

DUNS # N/A

SIC # 5812

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:

NONE

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: The City of Rock Falls

By: William B. Wescott
Signature of Authorized Representative

Printed Name: William B. Wescott

Printed Title: Mayor

Date: May 5, 2020

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 Ill. 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.

NONE

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: The City of Rock Falls

By: William B. Wescott
Signature of Authorized Representative

Printed Name: William B. Wescott

Printed Title: Mayor

Date: May 5, 2020

CERTIFICATE

STATE OF ILLINOIS)
CITY OF ROCK FALLS) ss
WHITESIDE COUNTY)

I, Michelle K. Conklin, Deputy City Clerk of the City of Rock Falls, Whiteside County, Illinois do hereby certify that the following is a true and correct copy of:

Resolution 2020-841 - City of Rock Falls - Fair Housing Resolution

As the same appears in the files of the City of Rock Falls in the City Clerk's Office.

Dated this 22nd day of April, 2020.



Michelle K Conklin
Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

RESOLUTION NO. 2020-841

CITY OF ROCK FALLS
FAIR HOUSING RESOLUTION

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS 21ST DAY OF APRIL, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls,
Illinois, this 21st day of April, 2020.

RESOLUTION 2020-841

FAIR HOUSING RESOLUTION

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

WHEREAS, within the resources available to the City through city, county, state, federal and community volunteer sources, the City will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint with the Illinois Department of Human Rights, that they may seek equity under federal and state laws.

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Rock Falls that:

1. The City Council finds that all other recitals contained in the preamble to this Resolution are full, true and correct, and hereby incorporates them into this Resolution by this reference.
2. The City Clerk is hereby authorized to provide a certified copy of this Resolution to any party so requesting.
3. All Resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.
4. This Resolution shall be in full force and effect from and after its passage, approval and publication as required by law.

Passed this 21st day of April, 2020.

William B. Wescott

William B. Wescott, Mayor

ATTEST:

Michelle K Conklin

Michelle K. Conklin, Deputy City Clerk



AYE

Palmer

Wangelin

Snow

Schuneman

Kleckler

Sobottka

NAY

None

ABSENT

Kuhlemier

Folsom

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Rock Falls		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 603 W 10th Street		Requester's name and address (optional)
6 City, state, and ZIP code Rock Falls, IL 61071		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-			-		
or								
Employer identification number								
3	6		-	6	0	0	6	0 7 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person *Ann. B. Keenath*

Date *May 5, 2020*

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other 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)

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MY SAM | SEARCH RECORDS | DATA ACCESS | CHECK STATUS | ABOUT | HELP

Search



▲ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 04/25/2020 from 8:00 AM to 3:00 PM

▲ ALERT: CAGE is experiencing a high volume of entity registrations; processing time is currently exceeding the normal window of ten business days. Please respond promptly by email to the DLA CAGE Program if you are contacted for additional information to prevent further delays.

Entity Dashboard

Rock Falls City Of

DUNS: 087151569 CAGE Code: 5FC64

Status: Active

Expiration Date: 04/09/2021

Purpose of Registration: Federal Assistance Awards Only

603 W 10TH ST

ROCK FALLS, IL, 61071-1523,

UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 087151569

Name: Rock Falls City Of

Doing Business As: DEPARTMENT OF ELECTRIC

Business Type: US Local Government

Last Updated By: Robbin Blackert

Registration Status: Active

Activation Date: 04/09/2020

Expiration Date: 04/09/2021

Exclusion Summary

Active Exclusion Records: 0

Excluded Family
Members

Inactive Exclusions

Active Exclusions

Exclusions

BioPreferred Report

Report

Service Contract

Reports

POCs

Reps & Certs

Assertions

Core Data

Entity Registration

Entity Overview

BACK TO USER DASHBOARD

City of Rock Falls

603 W. 10th Street
Rock Falls, IL 61071-2854

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin Blackert
815-564-1366



Deputy City Clerk
Michelle Conklin
815-622-1104

City Treasurer
Kay Abner
815-622-1100

April 9, 2020

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201-0046

Dear Sir or Madam:

The City of Rock Falls is requesting a 147C letter verifying our Employer Identification Number (EIN) and name.

We attempted to contact you by phone but due to the COVID-19 Pandemic we were unable to receive live assistance due to reduced staff levels.

If possible, could you please fax the verification letter to us at 815-622-1113 or by email to mconklin@rockfalls61071.com.

Thank you for your assistance in this matter.

Sincerely,

Michelle Conklin

Michelle Conklin
Deputy City Clerk

OGDEN UT 84201-0046

In reply refer to: 0423657303
Apr. 30, 2012 LTR 147C 0
36-6006076 000000 00
00004141
BODC: TE

CITY OF ROCK FALLS
WESCOTT WILLIAM B CITY CLERK
603 W 10TH STREET
ROCK FALLS IL 61071-1523



026239

Employer Identification Number: 36-6006076

Dear Taxpayer:

We received your request dated Mar. 26, 2012, asking us to verify your Employer Identification Number (EIN) and name.

Your Employer Identification Number (EIN) is 36-6006076. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

If you need forms, schedules, or publications, you can obtain them by visiting the IRS web site at www.irs.gov or by calling toll free at 1-800-TAX-FORM (1-800-829-3676).

Please call our toll-free telephone number at 1-800-829-0115 with any questions you may have.

You also can write to us at the address shown at the top of this letter's first page.

When you write to us, please attach this letter and, in the spaces below, give us your telephone number with the hours we can reach you in case we need more information. You also may want to keep a copy of this letter for your records.

Telephone Number (815) 622-1104 Hours 8am-5pm

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

0423657303
Apr. 30, 2012 LTR 147C 0
36-6006076 000000 00
00004142

CITY OF ROCK FALLS
WESCOTT WILLIAM B CITY CLERK
603 W 10TH STREET
ROCK FALLS IL 61071-1523

Sincerely yours,



Sheila Bronson
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter



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 the City of Rock Falls.

Responsible Entity: City of Rock Falls

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

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

Preparer: Robbin Blackert, City Administrator, City of Rock Falls, 603 West 10th Street, Rock Falls, IL 61071, (815) 564-1366

Certifying Officer Name and Title: William B. Wescott, Mayor

Consultant (if applicable): N/A.

Project Location: 603 West 10th Street, Rock Falls, IL 61071

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 Rock Falls, Whiteside County, Illinois, to assist the following specific small business(es): Arthur's Garden Delicatessen, Inc.

Level of Environmental Review Determination:

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

Funding Information

Grant Number	HUD Program	Exempt Amount	Categorically Excluded Amount
TBD, If Awarded	State CDBG	N/A	\$25,000

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)]: \$25,000 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 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	No sale or acquisition of property will occur.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>Illinois is not a covered state under these Acts.</i>

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 <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The project is exempt pursuant to Section 58.6(a)(3), because it is funded through a HUD formula grant made to a state.</i>
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Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	N/A

Preparer Signature: Robbin Blackert Date: 5-5-2020

Name/Title/Organization: Robbin Blackert, City Administrator, City of Rock Falls

Responsible Entity Agency Official Signature:

Wm. B. Wescott Date: 5/5/2020

Name/Title: William B. Wescott, Mayor

Note: Must be the name, title & signature of the applicant 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).

National Flood Hazard Layer FIRMette

41°46'18.66"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	<div>Without Base Flood Elevation (BFE) Zone A, V, AE, AH, VE, AR With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway</div>
-----------------------------------	---

OTHER AREAS OF FLOOD HAZARD	<div>0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone 2)</div> <div>Future Conditions 1% Annual Chance Flood Hazard (Zone X)</div> <div>Area with Reduced Flood Risk due to Levee. See Notes, Zone X</div> <div>Area with Flood Risk due to Levee (Zone D)</div>
------------------------------------	---

OTHER AREAS	<div>NO SCREEN</div> <div>Effective LOMRs</div> <div>Area of Undetermined Flood Hazard (Zone X)</div>
GENERAL STRUCTURES	<div>Channel, Culvert, or Storm Sewer</div> <div>Levee, Dike, or Floodwall</div>

OTHER FEATURES	<div>Cross Sections with 1% Annual Chance Water Surface Elevation</div> <div>Coastal Transect</div> <div>Base Flood Elevation Line (BFE)</div> <div>Limit of Study</div> <div>Jurisdiction Boundary</div> <div>Coastal Transect Baseline</div> <div>Profile Baseline</div> <div>Hydrographic Feature</div>
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MAP PANELS	<div>Digital Data Available</div> <div>No Digital Data Available</div> <div>Unmapped</div>
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The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/2/2020 at 12:07:38 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



T21N R7E S33

City of Rock Falls

1706024

17195C0239E

eff. 2/18/2011

AREA OF MINIMAL FLOOD HAZARD

Zone X

T21N R7E S34

17195C0243E

eff. 2/18/2011

Zone A

USGS The National Map, Orthoimagery, Data refreshed April, 2019

41°45'51.83"N

0 250 500 1,000 1,500 2,000 Feet

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 5th day of May, 2020 by and between the City of **Rock Falls, Illinois** ("Unit of Local Government") and Arthur's Garden Delicatessen, Inc., (Benefiting "Business").

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

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

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

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

I. GENERAL DEFINITIONS

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of \$25,000. 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.

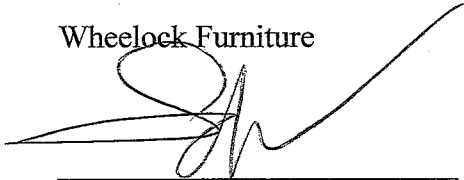
VI. GENERAL PROVISIONS

- 6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.
- 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.
- 6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 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.

Wheelock Furniture



By: Scott Wolber
Its: President

Address:
1405 First Avenue
Rock Falls, IL 61071

City of Rock Falls, Illinois

By: Honorable William B. Wescott
Its: Mayors

Address:
603 West 2nd Street
Rock Falls, IL 61071



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

ARTHUR'S GARDEN DELICATESSEN, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 14, 1979, 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 20TH
day of APRIL A.D. 2020 .

Jesse White

SECRETARY OF STATE