



**COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION**

**Kendall County Office Building, 111 W. Fox Street
County Board Rm 209 & 210, Yorkville, IL 60560**

Wednesday July 19, 2023 at 5:30pm

MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call:** Elizabeth Flowers (Chair), Scott Gengler, Dan Koukol, Brooke Shanley, Seth Wormley
- 3. *MOTION (VV) Approval of Agenda**
- 4. Committee Reports and Updates**
 - A. Animal Control Department Update – Director Taylor Cosgrove
 - B. Emergency Management Agency Update – Director Roger Bonuchi
 - C. Revolving Loan Status Update
- 5. New Committee Business**
 - A. Consensus (VV) Review & Approval of TMF Plastics Revised Tax Abatement Agreement
 - B. Discussion Community Development Block Grant (CDBG) – Coronavirus Business Resiliency Program
- 6. Old Committee Business**
- 7. Chairman’s Report**
- 8. Public Comment**
- 9. Questions from the Media**
- 10. Executive Session**
- 11. Items for Committee of the Whole**
- 12. Action Items for County Board**
- 13. Adjournment**

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time

Kendall County Animal Control

Economic Development & Administration Committee

7/19/23

1. June facility reports: Bites, Intake & Outcome Comparisons, Length of Stay
2. Current/special event mentions
3. KCAC vehicle fleet
 - a. Ford Econoline E350 S (2012)
 - Mileage: 17,532
 - b. Dodge Caravan (2007)
 - Mileage: 75,471
 - Current Concerns
4. Ongoing projects
 - a. Forms for rabies quarantine at animal control
 - b. Forms for 3rd offense impound spay/neuter requirement
 - c. Multiple ongoing animal investigations/compliance follow up

Kendall County Animal Control

802 John Street
Yorkville IL 60560



Bites between 6/1/2023 and 6/30/2023

<u>Date</u>	<u>Pet Name</u>	<u>animalid</u>	<u>Breed</u>	<u>Vaccinated</u>	<u>Altered</u>	<u>Victim/Owner</u>	<u>Multiple Bites</u>	<u>bite severity</u>	<u> euthanized</u>
06/01/2023	UNKNOWN	A038367	MIXED	NOT UTD	UNALTERED	VICTIM	UNK	3	No
06/02/2023	BAILEY	A022638	GREAT PYRENEES	UTD	ALTERED	VICTIM	NO	2	No
06/02/2023	DEEBO	A000035	GERM SHEPHERD	NOT UTD	ALTERED	VICTIM	NO	2	No
06/08/2023	AJAX	A038009	PIT BULL / SIBERIAN HUSKY	NOT UTD	ALTERED	OWNER	NO	4	Yes
06/08/2023	BLU	A036933	DOMESTIC SH	UTD	ALTERED	OWNER	NO	3	No
06/12/2023	CHARLIE	A002238	GOLDEN RETR / POODLE MIN	UTD	ALTERED	VICTIM	YES		No
06/15/2023	LIBBY	A021997	RAGDOLL	NOT UTD	UNALTERED	OWNER	NO	2	No
06/16/2023	UNKNOWN	A037231	PIT BULL / MIX	NOT UTD	UNALTERED	VICTIM	UNK	2	No
06/17/2023	ARCHER	A038430	GERM SHEPHERD	NOT UTD	UNALTERED	VICTIM	NO		No
06/17/2023	MOOSE	A038438	MASTIFF	NOT UTD	UNALTERED	VICTIM	UNK	2	No
06/20/2023	SOSA	A038195	PIT BULL	NOT UTD	UNALTERED	OWNER	UNK	2	No
06/24/2023	ROSE	A038448	BEAGLE / MIX	UTD	ALTERED	OWNER	NO	5	Yes
06/24/2023	OLIVE	A038424	AKITA	UTD	ALTERED	VICTIM	NO	2	No
06/24/2023	DUKE	A032444	SCOT TERRIER	UTD	ALTERED	VICTIM	NO	2	No
06/25/2023	PIPER	A038371	DOMESTIC SH	NOT UTD	UNALTERED	OWNER	NO	3	No
06/25/2023	ODIN	A023498	DACHSHUND	UTD	ALTERED	VICTIM	NO	2	No
06/27/2023	BLAZE	A028271	LABRADOR RETR / MIX	UTD	ALTERED	VICTIM	NO	2	No
06/27/2023	SKYE	A038372	AUST SHEPHERD / MIX	UTD	ALTERED	VICTIM	NO	2	No
06/29/2023	JAZZY	A038274	PIT BULL	NOT UTD	UNALTERED	OWNER	NO	2	Yes
06/29/2023	JAZZY	A038274	PIT BULL	NOT UTD	UNALTERED	OWNER	NO	3	Yes

Breed	Total
Total	19
CAT	3
DOMESTIC SH	2
RAGDOLL	1
DOG	16
AKITA	1
AUST SHEPHERD / MIX	1
BEAGLE / MIX	1
DACHSHUND	1
GERM SHEPHERD	2
GOLDEN RETR / POODLE MIN	1
GREAT PYRENEES	1
LABRADOR RETR / MIX	1
MASTIFF	1
MIXED	1
PIT BULL	2
PIT BULL / MIX	1
PIT BULL / SIBERIAN HUSKY	1
SCOT TERRIER	1



Kennel Comparisons Statistics

"Intake Comparisons"

6/1/22 to 6/30/22

6/1/23 to 6/30/23

Dogs				
Strays	16	27	↑	68.8 %
Owner Surrenders	5	11	↑	120.0 %
CONFISCATE	0	1	↑	100.0 %
Total Dogs Received:	21	39	↑	85.7 %
Cats				
Strays	8	31	↑	287.5 %
Owner Surrenders	0	9	↑	900.0 %
Total Cats Received:	8	40	↑	400.0 %
Total Intakes:	29	79	↑	172.4 %

"Outcome Comparisons"

6/1/22 to 6/30/22

6/1/23 to 6/30/23

Dogs				
Adoption	3	8	↑	166.7 %
Euthanasia	1	0	↓	100.0 %
Return to Owner	6	23	↑	283.3 %
TRANSFER	0	2	↑	200.0 %
Total Dogs Dispositioned:	10	33	↑	230.00
Cats				
Adoption	3	10	↑	233.3 %
Return to Owner	0	2	↑	200.0 %
DIED	0	2	↑	200.0 %
DISPOSAL	0	2	↑	200.0 %
TRANSFER	0	12	↑	1200.0 %
Total Cats Dispositioned:	3	28	↑	833.33
Total Outcomes:	13	61	↑	369.2 %

Animals in the Shelter on 7/17/2023	CAT	DOG	Total
	31	18	49

Average Length Of Stay

6/1/2023 - 6/30/2023

*Statistics based off intakes in listed date range. NON LR includes all non live-releases, such as EU, Escaped, Missing, Died, etc.
Live Releases Only includes Adoption, Relocate, Rescue, RTO and Transfer outcomes. *Fosters not factored into totals.
Formula: (total amount) / (total average)*

CAT	# Animals	Avg Days
ADOPTION	11	22.20
FOSTER*	17	
NON LR	3	16.00
RTO	2	2.00
TRANSFER	5	13.40
FOSTER		0.00
Total :	38	16.05

DOG	# Animals	Avg Days
ADOPTION	9	16.78
FOSTER*	4	
NON LR	1	5.00
RTO	22	2.00
TRANSFER	3	14.00
FOSTER		0.00
Total :	39	5.91





Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

Emergency Management Report

JUNE 2023

- **KCEMA Operations**
 - Editing of general orders continues
- **Light Tower**
 - The light tower has arrived. License plates have been ordered
 - KCEMA volunteer training on the LT will be July 17th.
- **Hazard Mitigation Plan**
 - Ongoing project and assessments. Next meeting in July
- **LEPC Committee**
 - LEPC is starting to come together. The first committee meeting will be held in September
- **CERT**
 - The first of three CERT sessions for the Sheriff's Youth Academy is set for July 18th.
- **Nuclear**
 - No report
- **UCP Status (Our command bus)**
 - With festival season upon us the UPC has been deployed to many events
 - Prairie Voice Communications Exercise
 - StarCom21 Statewide Radio Drill with deployment
 - Prairiefest
 - LEAD Youth Program
- **Storm Spotter Training**
 - Oswego Police Citizens Academy has been training
 - Sheriff's Office Youth Academy
- **Meetings/Training/Volunteers/Details**
 - Emergency preparedness and weather spotting to KCSO Youth Academy
 - IEMA County Call Update with IEMA Deputy Director via Zoom, Monthly
 - ILEAS Meetings twice a month
 - ARES Region 3 & 4 EC meeting on the 3rd Tuesday of each month via Zoom
 - UCP team lead meeting monthly.
 - State Broadband meeting monthly.
 - State radio "Stakeholders" meeting monthly.

Kendall County Economic Development Commission
 Loan Status
 6/30/2023

Account Name	Last Pymt	A Monthly Payment		Interest Rate	B Total Paid		D Principal Balance	E Bank Totals	
	Loan Date	Principal	Interest		Principal	Interest		Interest Earned	Bank Balance includes I earned
Surplus - EDC BB #815-535								439,587.09	971,461.73
<u>Law Office Corporation</u> Payment: #88	6/1/2023	104.34			0.00	104.34			
Loan Status: Midland State Bank	3/11/2015	450.56 120,000.00 120,450.56		1.50%	34,214.04	11,013.50	86,236.52	120.40	45,347.94
<u>Lucky's Beef N Dogs</u> Payment: #43	5/15/2023	225.00			162.41	62.59			
Loan Status: BB 286	5/23/2017	32,086.20		2.90%	6,911.98	3,063.02	25,174.22		11,866.96
<u>Grace Holistic Center for Education</u> Payment: #27	6/27/2023	1,332.63			1,139.15	199.34			
Loan Status: Midland State Bank	5/1/2021	100,000.00		3.25%	29,701.03	6,279.98	70,298.97	30.72	36,011.73
<u>Camp Mutty Paws</u> Payment: #16	6/23/2023	727.10			595.86	131.24			
Loan Status: Midland State Bank	5/1/2022	54,100.00		3.50%	9,701.00	2,312.90	44,399.00	5.09	12,018.99
Montgomery									750,000.00
Total Loan Statuses		306,636.76			80,528.05	22,669.40	226,108.71	439,707.49	1,826,707.35

Total Assets (D +E) 2,052,816.06



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Economic Development and HR Committee

From: Matthew H. Asselmeier, AICP, CFM, Director

Date: July 14, 2023

Re: Request for Amendment to the Tax Abatement Agreement with TMF Plastics

In February 2022, TMF Plastics applied for a tax abatement on the addition they planned to construct at 12127 B Galena Road. Several taxing bodies, including the Kendall County Forest Preserve District, approved the agreement. However, the County Board, Little Rock Township, and the Little Township Highway Department never approved the agreement.

On July 11, 2023, TMF Plastics submitted an amendment to Section III.D of the agreement lowering the number of employees from one hundred (114) to one hundred four (104) and changing the requirement to hire ten (10) full-time jobs after each Tax Year for three (3) year to a cumulative total of thirty (30) full-time jobs before the end of the Second Tax Year, with a minimum of five (5) new full-time jobs in the previous Tax Years. Exhibits C and D were also added to agreement.

The addition has been constructed and a certificate of occupancy issued.

The applicable section of the original, unapproved agreement and the revised proposal are attached.

Staff requests that the proposal be forwarded to the State's Attorney's Office for review.

If you have any questions regarding this memo, please let me know.

MHA

Enc.: Original Section III.D
Amended Proposal

D. Operational Requirements:

The abatement of Real Estate Property Taxes is conditioned upon the Property becoming and remaining Fully Operational for the years Applicant receives abatements plus the following three (3) Tax Years. Currently, Applicant employees one hundred fourteen (114) individuals full-time on the Property. The Applicant has represented on its Application that ten (10) additional full-time jobs will be created on the Property upon the Addition becoming Fully Assessed. In order for the Property to remain Fully Operational, the Applicant must maintain the following hiring schedule: Before the end of the First Tax Year, another ten (10) full-time jobs will be created, and before the end of the Second Tax Year, another ten (10) full-time jobs will be created, for a total of thirty (30) new jobs attributable to the Addition on the Property by the end of the Second Tax Year. Applicant must maintain these thirty (30) new jobs plus the one hundred fourteen (114) current jobs through the three (3) Tax Years following the end of the abatement period.

No later than March 1 following the date when the Addition has been Fully Assessed and on or before March 1 for each full tax abatement year and the three (3) Tax Years following the end of the abatement period, Applicant shall submit documentation on forms provided by the Kendall County Administrator demonstrating that the Property has become and remains Fully Operational and that the Applicant complies with employment requirements. The Applicant must also submit a payroll summary with listing of either the first name or initial of the employees or a listing of the employees' ID number along with job titles, salaries, benefits, county of residence, and hiring dates.

Should the Applicant fail to maintain the Property as Fully Operational by failing to (1) meet the above requirements for the number of employees; or (2) provide the information and documentation as set forth above, Applicant will have sixty (60) days to cure the defect. If no cure occurs within sixty (60) days, any Taxing Body may terminate their obligation to abate Real Estate Property Taxes under this Agreement. Upon such termination, the Applicant agrees to and shall repay the terminating Taxing Body in full the amount of money equal to all the Real Estate Property Taxes on the property which were previously abated by the Taxing Body pursuant to this Agreement.

Should a material misrepresentation be discovered regarding Applicant's Application or any other documentation provided to the Taxing Bodies, the Applicant shall be in default of this Agreement, which shall result in the termination of the Agreement. Upon such termination, the Taxing Body shall be under no further obligation to abate Real Estate Property Taxes and the Applicant agrees to and shall repay the terminating Taxing Body in full the amount of money equal to all the Real Estate Property Taxes on the Property which were previously abated by the Taxing Body pursuant to this Agreement.

E. Tax Objections and Assessment Appeals:

Except in the case of a typographical or ministerial error, the Applicant agrees not to file an objection to the Real Estate Property Taxes levied by the Taxing Bodies, not to tender payment under protest, nor to file any appeal of the assessment of the Real Estate

**AGREEMENT FOR
TMF MANAGEMENT, LLC
ABATEMENT OF REAL PROPERTY TAXES**

THIS AGREEMENT, entered into by and between TMF Management, LLC, being hereinafter referred to as the “Applicant”, and specific taxing bodies within Kendall County including the County of Kendall, Kendall County Forest Preserve District, Little Rock Township, Little Rock Road District, Plano Community Library District, Little Rock Fox Fire Protection District, Waubensee Community College, and School District 88, hereinafter collectively referred to as the “Taxing Bodies”, individually referred to as the “Taxing Body”;

WITNESSETH:

WHEREAS, the Taxing Bodies may enter into intergovernmental cooperation agreements pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Taxing Bodies believe that it is in the best interest of each, their residents and taxpayers to attract new and diverse commercial and industrial businesses within their boundaries, and encourage their growth and expansion in order to stimulate job creation and increase the assessed valuation within their boundaries; and

WHEREAS, the Taxing Bodies have the power to abate real estate property taxes pursuant to Section 200/18-165 of the Illinois Property Tax Code, as amended (35 ILCS 200/18-165); and

WHEREAS, the Taxing Bodies have the power to abate real estate property taxes for the property of any commercial or industrial firm currently located within the jurisdiction of the Taxing Bodies that expands a facility or its number of employees, pursuant to 35 ILCS 200/18-165(a)(1)(C); and

WHEREAS, a tax abatement pursuant to 35 ILCS 200/18-165(a)(1)(C) shall not exceed 10 years and the aggregate amount of abated taxes for all Taxing Bodies combined shall not exceed \$4,000,000; and

WHEREAS, the Applicant has submitted an Application for Tax Abatement to the County of Kendall; and

WHEREAS, the Applicant is the fee simple owner of the Property, described in “Exhibit A” below; and

WHEREAS, the Applicant currently operates a plastics factory, which is a commercial or industrial use, on the Property; and

WHEREAS, the Applicant intends to construct an expansion of its existing facility on the Property; and

WHEREAS, the Applicant agrees and shall be responsible for ensuring the compliance of tenants, affiliates, assignees, and sub-contractors using the Property and structures thereof, with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises each to the other made, as hereinafter set forth and other good and valuable consideration, IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties as follows:

I. ADOPTION OF PREAMBLES

The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Paragraph I.

II. AGREEMENT TO GRANT REAL ESTATE PROPERTY TAX ABATEMENT

The Taxing Bodies agree to provide real estate property tax abatements in accordance with Section 200/18-165 of the Illinois Property Tax Code, and in accordance with the terms of this Agreement.

III. TERMS OF THE AGREEMENT

A. Definitions:

For the purposes of this Agreement:

Application shall refer to the Application for Tax Abatement, attached hereto and incorporated herein as “Exhibit B”, which Applicant submitted to Kendall County.

Addition shall mean the expansion of the existing facility Applicant is constructing on the Property. The Addition is described in “Exhibit D”.

Real Estate Property Taxes shall mean all taxes levied or extended upon the Property and any improvements to the Property, including the taxes now existing or which may in the future exist.

Fully Assessed shall mean the Applicant has received an occupancy permit from Kendall County for the Addition.

Fully Operational shall refer to the period of time after the Applicant has commenced business operations in the Addition and 10 additional full-time jobs have been created, as represented by the Applicant on the Application. The Applicant must continue to occupy and conduct business on the Property at all times and continue to add full-time jobs as set forth in Paragraph III.D. below for the Property to be considered “Fully Operational”.

Tax Year shall mean the calendar year (i.e., from January 1 through December 31 of a given year) for which the Property is assessed, notwithstanding that Real Estate Property Taxes for such Tax Year are payable in the next calendar year

Base Year Total Assessed Value shall be equal to the total assessed value of the Property for the Tax Year during which the Applicant received the occupancy permit for the Addition.

Value of the Addition shall mean that portion of the total assessed value of the Property which is attributable to the value of the Fully Assessed Addition. The Value

of the Addition for a given Tax Year shall be determined by subtracting the Base Year Total Assessed Value from the total assessed value of the Property for that Tax Year.

B. Amount and Duration:

The Applicant shall commence construction of an Addition to its existing facility on the Property described in Exhibit A, attached hereto and incorporated herein by reference. The Taxing Bodies shall, pursuant to 35 ILCS 200/18-165 as it may be amended subsequent to the effective date of this Agreement, each take any and all action necessary to abate their portion of the new Real Estate Property Taxes attributed to the Value of the Addition for three (3) consecutive Tax Years after the Addition is both Fully Assessed and Fully Operational as follows:

- 1. First Tax Year:** Seventy-five percent (75%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the first full Tax Year immediately after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational (“First Tax Year”).
- 2. Second Tax Year:** Fifty percent (50%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the second full Tax Year after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational (“Second Tax Year”).
- 3. Third Tax Year:** Twenty-five percent (25%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the third full Tax Year after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational (“Third Tax Year”).

The aforesaid abatements shall not extend to taxes levied for school district debt services (Bond and Interest). Taxes for school district debt services shall be extended over the subject property by the County Clerk as levied by applicable Bond resolutions.

Taxing Bodies shall not be obligated to abate Real Estate Property Taxes if the Addition does not become both Fully Assessed and Fully Operational within three (3) years of the date of this Agreement.

The aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000 pursuant to 35 ILCS 200/18-165(a)(1)(C). Should it be determined that the aggregate amount abated has exceeded the statutorily allowable amount, the remaining abatement allowances shall cease to be extended and all duties of the Taxing Bodies under this Agreement shall cease.

C. Assessment:

The Supervisor of Assessments and the Little Rock Township Assessor shall assess the Property and its improvements in accordance with the Illinois Property Tax Code and other applicable laws and regulations.

D. Operational Requirements:

The abatement of Real Estate Property Taxes is conditioned upon the Property becoming and remaining Fully Operational for the years Applicant receives abatements plus the following three (3) Tax Years. Currently, Applicant employees one hundred fourteen (104) individuals full-time on the Property. **The Applicant has represented on its Application that at least 30 new jobs attributable to the Addition will be created by the end of the Second Tax Year. A minimum of five (5) additional full-time jobs will be created on the Property upon the Addition becoming Fully Assessed. In order for the Property to remain Fully Operational, the Applicant must maintain the following hiring schedule: Before the end of the First Tax Year, a minimum of another five (5) full-time jobs will be created, and before the end of the Second Tax Year, whatever remaining number of full-time jobs necessary to get to a total of thirty (30) new jobs attributable to the Addition on the Property will be created. Applicant must maintain these thirty (30) new jobs plus the one hundred fourteen (104) current jobs through the three (3) Tax Years following the end of the abatement period.**

No later than March 1 following the date when the Addition has been Fully Assessed and on or before March 1 for each full tax abatement year and the three (3) Tax Years following the end of the abatement period, Applicant shall submit documentation on forms provided by the Kendall County Administrator demonstrating that the Property has become and remains Fully Operational and that the Applicant complies with employment requirements. The Applicant must also submit a payroll summary with listing of either the first name or initial of the employees or a listing of the employees' ID number along with job titles, salaries, benefits, county of residence, and hiring dates.

Should the Applicant fail to maintain the Property as Fully Operational by failing to (1) meet the above requirements for the number of employees; or (2) provide the information and documentation as set forth above, Applicant will have sixty (60) days to cure the defect. If no cure occurs within sixty (60) days, any Taxing Body may terminate their obligation to abate Real Estate Property Taxes under this Agreement. Upon such termination, the Applicant agrees to and shall repay the terminating Taxing Body in full the amount of money equal to all the Real Estate Property Taxes on the property which were previously abated by the Taxing Body pursuant to this Agreement.

Should a material misrepresentation be discovered regarding Applicant's Application or any other documentation provided to the Taxing Bodies, the Applicant shall be in default of this Agreement, which shall result in the termination of the Agreement. Upon such termination, the Taxing Body shall be under no further obligation to abate Real Estate Property Taxes and the Applicant agrees to and shall repay the terminating Taxing Body in full the amount of money equal to all the Real Estate Property Taxes on the Property which were previously abated by the Taxing Body pursuant to this Agreement.

E. Tax Objections and Assessment Appeals:

Except in the case of a typographical or ministerial error, the Applicant agrees not to file an objection to the Real Estate Property Taxes levied by the Taxing Bodies, not to

tender payment under protest, nor to file any appeal of the assessment of the Real Estate Property Taxes on the Property for any year in which the Applicant is granted an abatement pursuant to Paragraph III.B., nor for any of the next three (3) Tax Years after the final year of abatement. This paragraph shall permit and result in the mandatory dismissal of any objections, assessment appeals, or protests made by the Applicant or its representative for any year in which abatement has been provided pursuant to Paragraph III.B and for the three (3) Tax Years after the final year of abatement. Except for a case of a typographical or ministerial error, should the Applicant file an objection to the Real Estate Property Taxes levied by the Taxing Bodies, tender payment under protest, or file any appeal of the assessment, the Applicant shall have defaulted on the terms of this Agreement, the Taxing Bodies will be under no further obligation to abate Real Estate Property Taxes, and the Applicant agrees to and shall repay to each of the Taxing Bodies in full the amount of money equal to all the Real Estate Property Taxes on the property which were previously abated by the Taxing Bodies pursuant to this Agreement.

F. Compliance with Applicable Laws:

Applicant agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws. All improvements on the Property shall be constructed in compliance with all plans and specifications approved by each governmental agency having any jurisdiction over any portion of the work.

Applicant, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Applicant, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

All parties affirm no officer or elected official of any Taxing Body has a direct or indirect pecuniary interest in Applicant or this Agreement, or, if any officer or elected official of any Taxing Body does have a direct or indirect pecuniary interest in Applicant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Applicant certifies that Applicant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of

820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Applicant further certifies by signing the Agreement that Applicant, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Applicant made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

The Applicant shall not violate any environmental, zoning, or building code, ordinance, rule, or regulation of the United States of America, State of Illinois, or the County of Kendall. During the Tax Years that are subject to abatement under Section III.B., should the Applicant receive notice of any such violation and fail to cure the violation within sixty (60) days of the notice, any Taxing Body has the right to terminate the tax abatements.

G. Termination:

To terminate its respective tax abatement pursuant to the terms of this Agreement, each Taxing Body shall provide notice to the Applicant in writing or by written agreement of the respective Taxing Body and the Applicant. The Indemnification sections of this Agreement shall survive termination of this Agreement.

H. Payment of Taxes:

The Applicant shall pay all bills for Real Estate Property Taxes when due. The Taxing Bodies' abatement of Real Estate Property Taxes shall be contingent upon the Applicant's timely payment. If Applicant fails to pay its billed Real Estate Property Taxes in full on or before the due date of such tax bills for any Tax Year during the term of this Agreement, the full unabated Real Estate Property Taxes for that Tax Year shall become due and owing and the Taxing Bodies shall be under no obligation to abate Real Estate Property Taxes for the remaining term of the Agreement.

IV. MISCELLANEOUS

A. Guarantee of Authorization:

Each party signing this Agreement represents, warrants, and guarantees to all the other parties that:

- (1) They are authorized to execute this Agreement upon behalf of the party for whom they signed this instrument;
- (2) All action necessary, including, but not limited to corporate resolutions, ordinances and notices, to make this Agreement a lawful and binding agreement upon that party has been taken;
- (3) The performance of the transactions contemplated by the provisions of this Agreement, and the execution, issuance, delivery and performance of this

Agreement to be executed and delivered by the Taxing Bodies and the Applicant have each been duly authorized by all necessary action on the part of each.

B. Effective Date:

This Agreement shall not be effective until all of the parties to this Agreement have in fact signed this Agreement and the effective date of this Agreement shall be the latest date that any one party actually signs and dates this Agreement.

C. No Assignment or Transfer:

The abatement is specifically granted to the Applicant and may not be assigned or transferred. In the event that the Applicant ceases operation or transfers title of the Property without consent of the Taxing Bodies, the abatement shall immediately terminate and the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes.

D. Default:

If the Applicant fails to meet any of its obligations under this Agreement, any Taxing Body may terminate its abatement obligations. In the event of such a default by Applicant, Applicant agrees to and shall repay the terminating Taxing Bodies in full the amount of money equal to all the Real Estate Property Taxes on the property that were previously abated by the Taxing Bodies pursuant to this Agreement.

E. Early Closure of Applicant's Abated Facility:

The Applicant agrees that by signing this Agreement they will remain Fully Operational at the Property for a term of at least three (3) full years beyond the termination of the final tax abatement year. Should the Applicant cease operations at the Property or fail to remain Fully Operational during the abatement period or within three (3) years from the termination date of the abatement period, the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes and the Taxing Bodies will have no obligation to make future abatements under this Agreement.

F. Successors of Taxing Bodies:

This Agreement shall be binding upon the Taxing Bodies, their successors, and their assigns, notwithstanding the provisions of paragraph C.

G. Communication Requirements:

All notices, requests, demands, waivers and other communications shall be in writing and shall be considered duly given three days following dispatch when deposited by mail, certified or registered mail, postage prepaid, properly addressed to the party entitled to receive such notices at the addresses listed in "Exhibit C".

Each party may designate a new place or places, or a new person or persons, for notice purposes, by providing thirty days written notice to all other parties.

H. Applicable Law:

This Agreement shall be interpreted and enforced according to the statutes, case law and Constitution of the State of Illinois regardless of the later legal residence or domicile of any of the Taxing Bodies or the Applicant. Venue shall be the Circuit Court of the Twenty-Third Judicial Circuit, Kendall County, Illinois. The parties hereto waive any claim or defense that such venue is not convenient or proper.

I. Indemnification:

It is understood and agreed between the parties to this Agreement that the Applicant, in performing its obligations pursuant to this Agreement, is acting independently and apart from any other party to this Agreement. The Taxing Bodies that are parties to this Agreement assume no responsibility or liability for actions resulting from this Agreement or for any and all claims, suits and causes of action of any nature whatsoever arising out of the Applicant's obligations hereunder.

The Applicant receiving the abatement agrees to indemnify, hold harmless and defend, with counsel of the Taxing Bodies' own choosing, the Taxing Bodies and their past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from, and against such claims, damages, demands, expenses, liabilities and losses of any nature whatsoever resulting from this Agreement, including, but not limited to those resulting from: (1) The construction, improvement and development activities of Applicant, its agents, contractors, and subcontractors with respect to the development or improvement of its property; and (2) Applicant's performance or alleged failure to perform its obligations pursuant to this Agreement. The obligation to indemnify created hereunder extends to indemnifying the Releasees from any claims for monetary relief seeking a refund of any monies abated under the terms of this Agreement. The obligation to indemnify also extends to any claims, causes of action, suits, demands, or proceedings, whether in law or in equity, to have any of the terms of this Agreement authorizing the abatement of taxes declared unconstitutional, invalid, or otherwise void. Further, the obligation to indemnify extends to paying any damages assessed against the Releasees as a result of any actions taken under this Agreement.

The Releasees' participation in their defense shall not remove Applicant's duty to indemnify, defend, and hold them harmless, as set forth above. The Releasees do not waive their defenses or immunities, including those under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), by reason of indemnification. Indemnification shall survive the termination of this Agreement.

J. Severability:

If any clause in this Agreement is deemed to be void or unenforceable, such clause shall be severed and the remaining provisions in this Agreement shall remain in full force and effect.

K. Waiver:

Any party's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

L. Entire Agreement/Amendment:

This Agreement represents the entire agreement between the parties regarding its subject matter and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties regarding its subject matter and may not be modified except in writing acknowledged and signed by all the Taxing Bodies and the Applicant.

M. Counterparts:

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and each of which shall constitute one and the same Agreement.

N. Captions and Paragraph Headings:

Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

Property Information		
Parcel Number 01-01-200-002	Site Address 12127 B GALENA RD PLANO, IL 60545	Owner Name & Address TMF MANAGEMENT LLC, 12127 B GALENA RD PLANO, IL, 60545
Tax Year 2020 (Payable 2021) ▼		
Sale Status None	Neighborhood Code Unincorporated	Land Use 0060
Property Class 0080 - INDUSTRIAL	Tax Code LR001 -	Tax Status Taxable
Net Taxable Value 650,111	Tax Rate 8.913860	Total Tax \$57,949.98
Township Little Rock Township	Acres 6.0000	Mailing Address
Tract Number	Lot Size	TIF Base Value 0
Legal Description N 720' X 363' TRACT SEC. 1-37-6		

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	102,329	547,782	0	0	0	650,111
Department of Revenue	102,329	547,782	0	0	0	650,111
Board of Review Equalized	102,329	547,782	0	0	0	650,111
Board of Review	102,329	547,782	0	0	0	650,111
S of A Equalized	102,329	547,782	0	0	0	650,111
Supervisor of Assessments	102,329	547,782	0	0	0	650,111
Township Assessor	102,329	547,782	0	0	0	650,111
Prior Year Equalized	99,349	531,827	0	0	0	631,176

Billing			
	1st Installment (Due 06/08/2021)	2nd Installment (Due 09/08/2021)	Totals
Tax Billed	\$28,974.99	\$28,974.99	\$57,949.98
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$28,974.99	\$28,974.99	\$57,949.98
Amount Paid	\$28,974.99	\$28,974.99	\$57,949.98
Total Unpaid	\$0.00	\$0.00	\$0.00
Paid By	TMF MANAGEMENT LLC	TMF MANAGEMENT LLC	
Date Paid	5/26/2021	9/1/2021	

No Forfeiture Information

No Exemptions

No Farmland Information

No Genealogy Information

Related Names

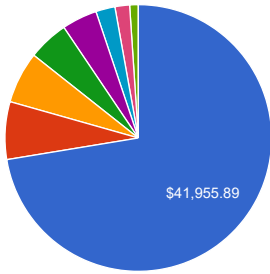
OWNER	TMF MANAGEMENT LLC, 12127 B GALENA RD PLANO, IL 60545		
Mailing Flags	Tax Bill	Change Notice	
	Delinquent Notice	Exemption Notice	

Sales History								
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2003	2003-39769	Deed	11/1/2003	OAK CREEK BUILDERS & DEVELOP	TMF MANAGEMENT LLC	\$700,000.00	\$0.00	\$700,000.00
2003	2003-37933	Deed	10/1/2003	CUNNINGHAM, JEFFREY	OAK CREEK BUILDERS & DEVELOP	\$300,000.00	\$0.00	\$300,000.00
1997	97009462	Deed	9/16/1997	CHICAGO T & TR CO 1087984	CUNNINGHAM, JEFFREY	\$510,000.00	\$0.00	\$510,000.00
1986	86000054	Deed	1/1/1986			\$0.00	\$0.00	\$0.00
1985	86000053	Deed	12/1/1985			\$550,000.00	\$0.00	\$550,000.00

Redemption Information							
	Year	Certificate	Type	Date Sold	Sale Status	Status Date	Penalty Date
▼	2002	200-10075	Subsequent Sale	9/18/2003	Redeemed	10/29/2003	
▼	2001	200-10075	Subsequent Sale	9/20/2002	Redeemed	10/29/2003	
▼	2000	200-10075	Tax Sale	10/30/2001	Redeemed	10/29/2003	

Taxing Bodies

District	Tax Rate	Extension
SCHOOL DIST CU-88	6.453650	\$41,955.89
COUNTY	0.623230	\$4,051.68
LITTLE ROCK-FOX FPD	0.558350	\$3,629.89
JR COLLEGE #516	0.437750	\$2,845.86
PLANO COMM LIB DIST	0.381690	\$2,481.41
LITTLE ROCK ROAD DISTRICT	0.207780	\$1,350.80
FOREST PRESERVE	0.158200	\$1,028.48
LITTLE ROCK TWP	0.093210	\$605.97
TOTAL	8.913860	\$57,949.98



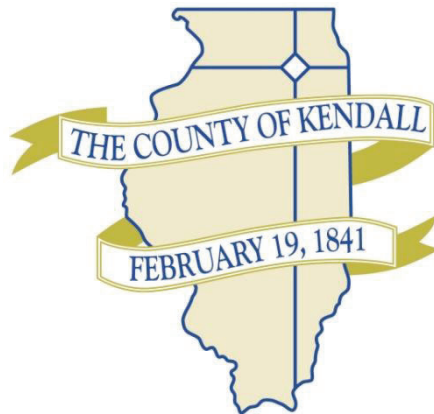
- SCHOOL DIST CU-88
- COUNTY
- LITTLE ROCK-FOX FPD
- JR COLLEGE #516
- PLANO COMM LIB DIST
- LITTLE ROCK ROAD DISTRICT
- FOREST PRESERVE
- LITTLE ROCK TWP

PARCEL DESCRIPTIONS

PARCEL ONE: THE NORTHERLY 720 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: THAT PART OF THE EAST HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 19.508 CHAINS; THENCE SOUTH 12 DEGREES 40 MINUTES 00 SECONDS WEST 22.655 CHAINS; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST 11.535 CHAINS; THENCE SOUTH 27 DEGREES 30 MINUTES 00 SECONDS WEST 11.75 CHAINS; THENCE SOUTH 73 DEGREES EAST 6.25 CHAINS; THENCE SOUTH 19 DEGREES WEST 10.04 CHAINS TO THE CENTER OF THE OLD CHICAGO AND GALENA ROAD; THENCE NORTH 79 DEGREES 20 MINUTES 00 SECONDS WEST ALONG THE CENTER OF SAID ROAD, 387.88 FEET TO A POINT; THENCE NORTH 76 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE CENTER LINE OF SAID ROAD 796.12 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 1200 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE CENTER LINE OF SAID OLD CHICAGO AND GALENA ROAD 363 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID ROAD 1200 FEET TO THE CENTER OF SAID ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 363 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF LITTLE ROCK, KENDALL COUNTY, ILLINOIS.

PARCEL TWO: EASEMENT FOR INGRESS AND EGRESS FOR BENEFIT OF PARCEL ONE CREATED BY DEED DATED JUNE 2, 1977 AND RECORDED JUNE 3, 1977 AS DOCUMENT 77-3124 MADE BY THE OLD SECOND NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 2598 TO TWINOAK PRODUCTS, INC. OVER THE SOUTHEASTERLY 66 FEET OF THE SOUTHERLY 480 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE EAST HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 19.508 CHAINS; THENCE SOUTH 12 DEGREES 40 MINUTES 00 SECONDS WEST 22.655 CHAINS; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST 11.535 CHAINS; THENCE SOUTH 27 DEGREES 30 MINUTES 00 SECONDS WEST 11.75 CHAINS; THENCE SOUTH 73 DEGREES EAST 6.25 CHAINS; THENCE SOUTH 19 DEGREES WEST 10.04 CHAINS TO THE CENTER OF THE OLD CHICAGO AND GALENA ROAD; THENCE NORTH 79 DEGREES 20 MINUTES 00 SECONDS WEST ALONG THE CENTER OF SAID ROAD 387.88 FEET TO A POINT; THENCE NORTH 76 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE CENTER LINE OF SAID ROAD 796.12 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 1200 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE CENTER LINE OF SAID OLD CHICAGO AND GALENA ROAD 363 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID ROAD 1200 FEET TO THE CENTER OF SAID ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 363 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF LITTLE ROCK, KENDALL COUNTY, ILLINOIS.

Kendall County Application for Tax Abatement



This application is an official part of the Tax Abatement process. Incomplete or inaccurate information may be cause for rejection of the application. It also is a representation that the applicant intends to implement the representations made in the application. Failure to implement these representations or to continue them during the term of any Tax Abatement that is offered will be sufficient basis for termination of the Abatement Agreement and repayment of any taxes that have been abated.

This packet should be completed and returned to the Kendall County Office of Administrative Services:

111 W. Fox Street, Room 316,

Yorkville, IL 60560

Phone: 630.385.3000

Fax: 630.553.4214

E-Mail kendalledc@co.kendall.il.us

Overview

Property Tax Abatement is a way to support and promote the expansion of existing businesses and the location of new businesses to Kendall County. A business that receives approval from a taxing body for an abatement will receive an abatement on a portion of the resulting property tax revenue after expansion, improvement, or new construction is complete and the building is occupied.

Goals and Objectives

The end result of providing tax abatement to a business for an expansion, improvement or new construction should include:

- *Economic Impact*
 - Job creation and retention and capital investment in land, buildings, and equipment
- *Fiscal Impact*
 - Total amount of new estimated property tax generated by the business expansion
- *Strategic Impact*
 - Factors such as the median salary of the employees, total payroll, and the quality of benefits available to the employees
- *Other Impacts*
 - Improvements to existing public infrastructure and/or construction of new public infrastructure

Eligible Projects

- Projects that will be considered for Property Tax Abatement from Kendall County are limited to the following:
 - Warehouse/Distribution/Logistics
 - Office Headquarters and Regional Headquarters
 - Manufacturing
- Preference will be given to projects that result in job creation, increase in property tax base, investment in machinery & equipment when purchased locally, and capital improvements for the expansion of existing buildings.

Process

- It is strongly recommended that the applicant contact the Kendall County Office of Administrative Services to arrange a pre-application meeting with County staff. This gives staff an opportunity to discuss the guidelines, application, process, and agreement provisions with the applicant.
- Once the application has been completed and submitted to the Kendall County Office of Administrative Services, staff will review the application to determine the eligibility of the project.
- Applications are reviewed and scored on a case by case basis on their economic, strategic, and fiscal impacts on a community.

- If it is determined that the project qualifies for an abatement of property taxes, County Staff will present the request to the County’s Economic Development Committee to secure an indication of their support for the project.
- Staff, as well as the applicable local Economic Development Corporation, will make contact to each taxing body having jurisdiction over the subject property for their support of the project and abatement approval.
- If a taxing body expresses support of the project, Staff will develop the agreement for the abatement of property taxes for approval by each governing board of the applicable taxing jurisdictions.

Abatement Terms & Levels

A business receiving a tax abatement is eligible to receive an abatement for a term of three years. The amount abated will be on a sliding scale consisting of 75% abated in year one, 50% abated in year two, and 25% abated in year three.

The term and levels of an abatement may be modified only at the discretion of the governing boards of the taxing bodies.

Clawback Provisions and Verification Audit

A business shall maintain operations at the project location for at a minimum, the length of the abatement term as well as for three years following the final year of the abatement term. During the abatement term businesses are not eligible to file an appeal of assessment of the property, to tender payment under protest, nor to file an objection to the property taxes levied by the taxing bodies. During the three years following the final year of abatement term, businesses are eligible to file an appeal of assessment of the property, tender payment under protest, and file an objection the property taxes levied by the taxing bodies *only* if the Supervisor of Assessments or the Board of Review establishes an assessed value based upon the market value that is less than the Estimated Market Value of the property provided by the applicant within this application.

To verify compliance of the Property Tax Abatement Agreement, a business must submit a payroll summary with listing of either the first name or initial of the employees or a listing of the employees’ ID number along with job titles, salaries, benefits, county of residence, and hiring dates on an annual basis to the Kendall County Office of Administrative Services.

Name of Company: TMF Management, LLC

Corporate Address: 12127B Galena Road Plano, IL 60545

Company Contact Person: Greg Kuppler

Address: 12127B Galena Road Plano, IL 60545

Phone: 630-552-7575

Fax: _____

Proposed Location in Kendall County: 12127B Galena Road Plano, IL

PIN #: 01-01-200-002

Proposed start of Construction: March 2022

Proposed start up of Operations: Summer 2022

What product(s) or services will be produced in the proposed facility?

TMF Management owns the building and TMF Plastic Solutions, LLC is the lessee. TMF Plastic Solutions, LLC manufactures and distributes plastic products so the facility will be an expansion of its operations. The lease agreement expires on January 1, 2042.

EMPLOYMENT

What specific jobs will be created? If phased employment is planned please provide details. Use additional pages if necessary.

Job Title	Mgt., Supv., or Worker	Occupational Code	Number of Jobs			Wages/ Salaries*	
			Initial	After Year 1	After Year 2	Starting	Maximum
Production labor	Worker		10	20	20	\$13	\$16

**Not Including Benefits*

Explanation and details of work force.
 The workforce primarily consists of machine operators and production laborers.

EMPLOYEE BENEFITS

Please summarize benefits below and attach copies of insurance and pension plans.

Fringe Benefit	Type of Benefit	Company Portion (Annual %)	Employee Portion (Annual %)
Medical Insurance	HMO, PPO, HSA	Varies*	Varies*
Dental Insurance	PPO	0%	100%
Vision Insurance	Voluntary	0%	100%
Pension Plan Defined Benefit 401(K)	401(k) Plan	We are considering implementing a matching contribution	Pre-tax and Roth
Disability			
Life Insurance	Voluntary	0%	100%
Other Benefits (please specify)	ESOP**	100%	0%

*Employer pays a flat amount regardless of coverage levels so percentages vary based on plan and coverages but generally employer covers about 30% for family and approximately 85% for employee-only coverage.

**Employer is an employee-owned company.

IMPACT UPON INFRASTRUCTURE

What new or additional utilities and/or infrastructure will be needed?
(Roads, natural gas, rail spurs, etc.)

No additional utilities or infrastructure will be needed as we will tap into existing lines.

How will they be funded?

n/a

IMPACT UPON THE ENVIRONMENT

A. Will there be any pollution of air, water, soil, sound, etc.? If so, please describe?

No

B. Will hazardous chemicals, products, or waste be used or produced? If so, please specify and indicate how they will be managed. If an E.P.A. permit is necessary, please attach the permit, or if not yet received, attach a copy of the application.

No

C. Will any waivers or exceptions from either Federal or State E.P.A. be needed?
If so, please specify and attach any E.P.A. phase reports.

No

D. Are you familiar with Kendall County and other local performance standards? (Refer to Kendall County zoning ordinance and any applicable municipal code.) Will the proposed facility meet or exceed these standards? Please explain.

Yes

APPROPRIATE LOCATION

Which planning and zoning authority (municipality or county) has jurisdiction of this site?

Kendall County

What is the current zoning?

0080 - Industrial

If not currently zoned for the intended use, what is the planned use in the Comprehensive plan?

n/a

Please attach a site plan and a sketch or artists conception of the building(s), landscape plans etc.

I, Greg Kuppler, certify that I am an official of the applicant business with authority to make application for a property tax abatement, that I have read this application and that the application and any attachments hereto are true and correct. I further understand that inaccurate information or misrepresentations may be cause for rejection of the application: I further understand that failure to implement these representations will be sufficient basis for termination of the abatement agreement and repayment of any taxes, which have been abated.



Signature

2/23/2022

Date

President

Title

**AGREEMENT
FOR
TMF Management, LLC
ABATEMENT OF REAL PROPERTY TAXES**

EXHIBIT "C"

CONTACT INFO

TMF Management, LLC
12127B Galena Road
Plano, IL 60545
630-552-7575
ben@tmfplastics.com

**AGREEMENT
FOR
TMF Management, LLC
ABATEMENT OF REAL PROPERTY TAXES**

EXHIBIT "D"

Description of Addition

Property addition is about 20,000 square feet used primarily for warehousing inventory and other materials used in the manufacturing process.

PIN: 01-01-200-013
 OWNER: KONICEK FAMILY LTD.
 PARTNERSHIP PER DOC. 0000277
 ZONING: A1 - AGRICULTURAL

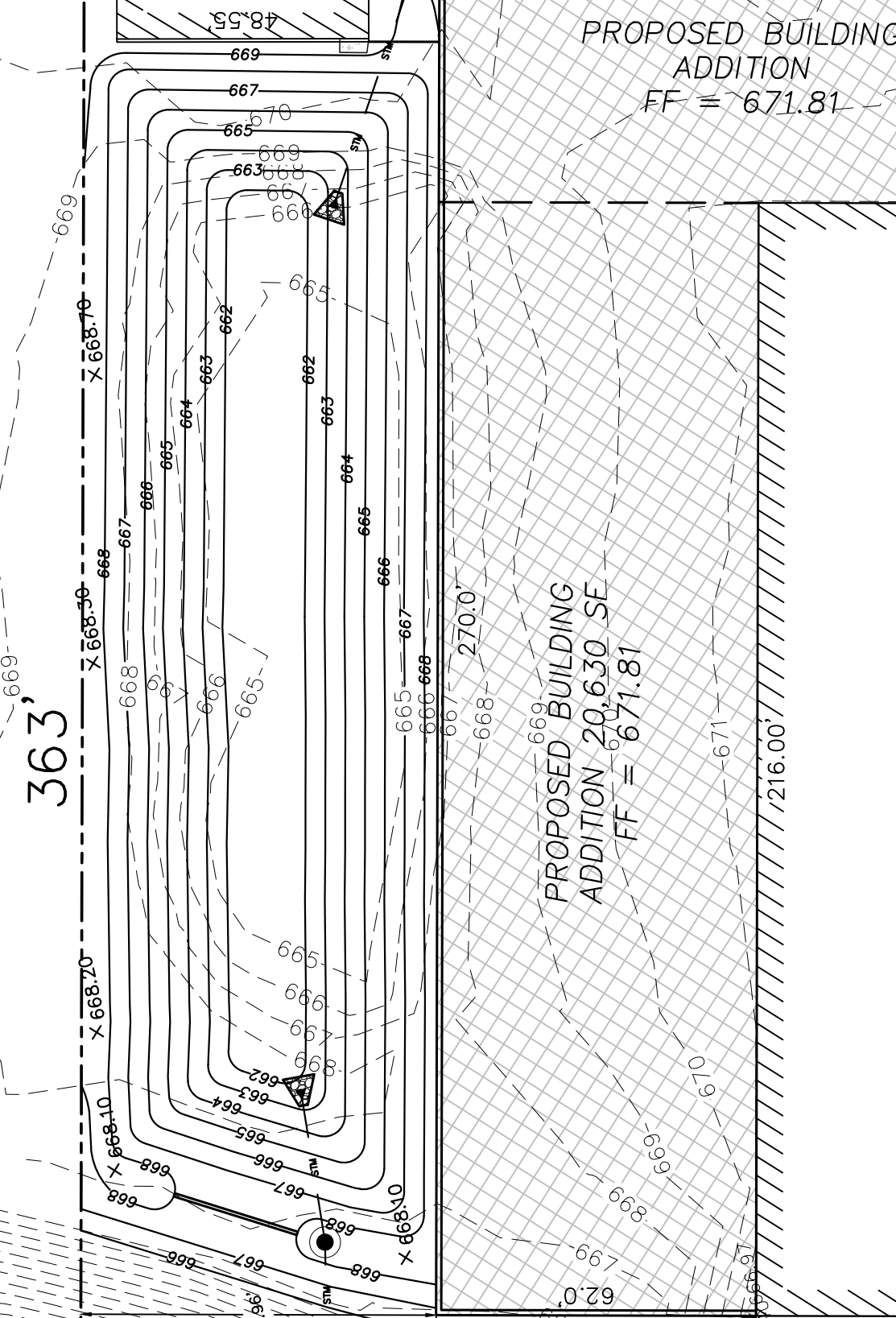
SITE DATA:

TOTAL ACRES - 6.0 AC
 EXISTING PARKING - 39 STALLS
 2 HANDICAP
 NEW PARKING - 0 STALLS

BUILDING COVERAGE:

EXISTING BLDGS - 83,227 S.F.
 PROPOSED BLDGS - 20,630 S.F.
 TOTAL BLDGS - 103,857 S.F.
 TOTAL LOT - 261,359 S.F.
 SITE COVERAGE - 40%

PIN: 01-01-200-024
 OWNER: WADE R JOYNER &
 TRACEY FISHER-JOYNER PER
 DOC. 9605497
 ZONING: A1-BP -
 AGRICULTURAL



PROPOSED BUILDING
 ADDITION
 FF = 671.81

EXISTING COMMERCIAL
 BUILDING
 45,692 SF
 FF = 671.81

PIN: 01-01-200-002
 OWNER: TMF MANAGEMENT
 ZONING: M1 - LIMITED
 MANUFACTURING

1-Story Corrugated
 Metal Building
 35,720 SF
 #12127 B Galena Rd.

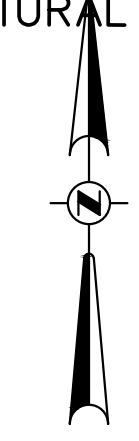
1-Story Frame
 Building

1-Story Corrugated
 Metal Building
 19,256 SF

PIN: 01-01-200-003
 OWNER: OLD SECOND
 NATIONAL BANK OF
 AURORA AS TRUSTEE
 UNDER TRUST #5801 PER
 DOC. 9500700
 ZONING: M1 - LIMITED
 MANUFACTURING

PIN: 01-01-200-015
 OWNER: BRYAN W & DIANE M
 APPEL PER DOC. 9710644
 ZONING: A1 - AGRICULTURAL

PIN: 01-01-200-022
 OWNER: ROBERT E DAVIDSON JR.
 PER DOC. 9710645
 ZONING: A1 - AGRICULTURAL



NO.	DATE	NOTES
1	11.23.21	KENDALL COUNTY REVIEW EMAIL 11.23.21



Community Development Block Grant - Coronavirus
BUSINESS RESILIENCY PROGRAM

SECTION I

FUNDING OPPORTUNITY INFORMATION

This Application is for the use of federal Community Development Block Grant-Coronavirus (CDBG-CV) Funds through the State of Illinois’ Department of Commerce and Economic Opportunity (DCEO), Office of Community Development.

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 14.228

CFDA TITLE: COMMUNITY DEVELOPMENT BLOCK GRANTS/STATES PROGRAM-CORONAVIRUS

CATALOG OF STATE FINANCIAL ASSISTANCE (CSFA) NUMBER: 420-75-3165

CSFA TITLE: COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS BUSINESS RESILIENCY PROGRAM

NOTICE OF FUNDING OPPORTUNITY NUMBER: 3165-2578

DCEO FUNDING OPPORTUNITY NUMBER: 30-1

DCEO FUNDING OPPORTUNITY TITLE: CDBG-CV BUSINESS RESILIENCY

Applications may be submitted based on the published Guidebook and Notice of Funding Opportunity (NOFO). The Guidebook and required supporting documentation for the application can be found at: <https://dceo.illinois.gov/communitydevelopment.html>

FEDERAL AND STATE PROGRAM OBJECTIVES

On March 27th, 2020, Congress passed the Coronavirus Aid, Relief and Economic Security Act (CARES Act) to directly address the impacts of COVID-19. As part of the CARES Act, Congress appropriated \$5 billion to the U.S. Department of Housing and Urban Development (HUD) for allocation to cities and states through the Community Development Block Grant (CDBG) program. The State of Illinois has been allocated \$70,753,404 of these CARES Act CDBG-Coronavirus funds (CDBG-CV funds). CDBG-CV funds must be utilized to prevent, prepare for, and respond to COVID-19. The State of Illinois will offer three programs to meet this goal.

Program	Funding available throughout State	Funding for Non-Entitlement Areas Only	Total Funding	Grant Ceiling	Goals
Shelter Construction, Reconstruction, Rehab	\$15,000,000	\$5,000,000	\$20,000,000	\$2,000,000.	10.
Healthy Houses	\$21,614,873	0	\$21,614,874	\$50,000/home.	410.
Business Resiliency	0	\$24,185,793	\$24,185,793	\$20,000/business	1,209.
TOTAL	\$36,614,873	\$29,185,793	\$65,800,667		

HUD regulations provide that five percent (5%) of the allocation can be used for administration and two percent (2%) for technical assistance for the State-administered program. Within the statutory requirements of the Act, Illinois has the flexibility to design its own program objectives and procedures for program administration and to develop criteria for selection of grant recipients.

GENERAL APPLICANT INFORMATION

A. FUNDING AVAILABILITY

Each program component has a maximum funding level or grant ceiling. While grant ceilings establish the upper limits that may be requested, individual grants are invited only to apply in amounts commensurate with requirements of the proposed project.

Funds are available to all eligible applicants meeting program component requirements until all funds allocated to this component have been distributed. All applications will include a review of all sources and uses of funds, determination that other assistance funding have not been used for the same purpose, and a determination that CDBG participation is appropriate. The Department reserves the right to offer an award less than the application amount.

In case of unforeseen circumstances, the Department of Commerce and Economic Opportunity (Department) reserves the right to adjust allocations to address specific needs.

All applications must be made through one unit of local government acting as the Lead Local Government (LLG) for all local governments in the County. The local government acting as the LLG must be recognized by the Illinois Constitution and able to support economic development activities on a sufficient scale. Grant funds will be granted to the LLG to be provided as financial assistance to an eligible business which must document the need for grant assistance. **Businesses cannot apply directly to DCEO** for assistance and grant awards will not be made directly to the business.

B. APPLICATION MATERIALS

ALL ORIGINAL Application Forms and Materials as shown in the Guidebook must be utilized. The Department WILL designate an application “DO NOT FUND”, and not complete the rest of its’ scoring for the following reasons:

- ◆ Using self-created forms
- ◆ Adding to or removing any language in forms
- ◆ Forged, copied, taped, pasted or any alterations to original signatures or dates

All Letters, Notices, Resolutions, Agreements, or other communication provided as part of the application must be of the exact verbiage contained in the Guidebook, be on the applicant entity’s official letterhead and have original signatures, where required.

All application forms and certifications requiring signature must be signed by the Chief Official of the applicant, unless otherwise noted.

C. **TECHNICAL ASSISTANCE**

If you have any questions concerning the application process, please call the Department at (217) 785-6174, TDD 800/785-6055; or e-mail ceo.ocd@illinois.gov

SECTION II

CDBG-CV PROGRAM INFORMATION AND POLICIES

This section of the application guide contains a description of the general requirements and policies applicable to all CDBG-CV projects.

A. **REQUIREMENTS, DISCLAIMERS, FEDERAL AND STATE COMPLIANCE AREAS**

The following requirements apply to all applications submitted for consideration under the CDBG and CDBG-CV Programs.

1. **All projects awarded must tie back to the to the prevention, preparation, and response to coronavirus.** Documentation is essential to ensure that all activities comply with the CARES Act. The rationale for connection to addressing coronavirus will vary by jurisdiction and activity, but your application should tell a story about how the activities address the purpose of this funding.
2. HUD is waiving the requirements of 570.200(h) and 570.489(b) to the extent necessary to authorize a grantee to permit reimbursement of pre-application costs of subrecipients, and units of general local government, including those costs related to preparation and submission of the grant application; however, costs incurred prior to March 21, 2020, are not reimbursable under this grant program.
3. All grants must meet the National Objective of Low to Moderate Income for the benefiting business.
4. The Department reserves the right to reject any or all applications received and/or negotiate or cancel in part or in entirety grants resulting from application awards if it is in the Department's best interest to do so.
5. The Department reserves the right to establish the amount of grant funds awarded, raise the individual grant ceilings, and to award funds to the next highest rated applicant(s) should funds become available due to de-obligations, etc.
6. The Department reserves the right to deny funding when submitted applications involve eligible units of government with serious unresolved audit or monitoring findings related to performance.
7. A grant agreement will be issued to the local government for a contract period of six months. If circumstances beyond a grantee's control are apparent and impact the project, a grantee may apply for an extension, which may, or may not be granted. No more than one three-month extension may be considered. Requests for Modifications must be presented to the Department and approved prior to any changes.
8. A HUD Exempt/Categorically Excluded not subject to 58.5 Environmental Review form, signed and dated by the community's environmental review preparer and chief elected official must be included with the application.

9. A copy of the current FEMA FIRMette obtained from FEMA’s Map Service Center <https://msc.fema.gov/portal/home> with all of the proposed business’s locations clearly marked must be included with the application. Businesses must be labeled by number and an accompanying key provided noting which business correlates to which number. If the business is located in a denoted prohibited Floodway, then the business would be ineligible for assistance unless the business is a functionally dependent use of the floodway (e.g., a riverside marina or boat repair shop). If a singular FEMA FIRMette is not sufficient to provide the location of all the businesses applying, multiple FEMA FIRMettes may be included.
10. All businesses must provide an ITR-1 verification that the business has no tax liability with the Illinois Department of Revenue at the time of application. . This may be obtained at: <http://tax.illinois.gov/taxforms/misc/clearance/ITR-1.pdf>
11. CDBG-CV grant funds may not be used for any activity that would duplicate other benefits received. A duplication of benefits (DOB) occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose within the same time period, and the total assistance received for that purpose is more than the total need for assistance. Within the CDBG-CV program, all grantees are bound by Section 312 of the Stafford Act, as amended by the Disaster Recovery Reform Act, and the OMB Cost Principles within 2 CFR part 200 that require all costs to be “necessary and reasonable for the performance of the Federal award.”
12. **Each applicant must agree to comply with all applicable federal and state requirements. This includes 2 CFR 200, 24 CFR 570, Part 85, and the Grantee Accountability & Transparency Act (GATA).**

B. RESIDENT PARTICIPATION

A public hearing must be held prior to submission of an application and prior to passage of a local council resolution of support by the local governing body.

Resident Participation

- ◆ All applicants **must** provide for public participation. All residents must be given reasonable access to the community’s application and reasonable time to review the application prior to the public hearing.

Public Notice

- ◆ A Notice of Public Hearing **must** be published at least once in a newspaper of general circulation at least seven calendar days (excluding the date of publication *and* the date of the hearing) prior to the public hearing. For example, if the Public Hearing is to take place on the 9th of the month, the Notice must be published no later than the 1st of the month.
- ◆ All project information must be available for viewing no later than the first business day after the date of publication at a location within the community. The location of project information for viewing must be included in the Notice of Public Hearing.

Conducting the Public Hearing

- ◆ Public Hearings must be facilitated by the applicant’s governing body authorized official and certified by the authorized official or clerk.
- ◆ Efforts must be made to assure reasonable access to the public hearing by persons with disabilities; as well as be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate.
- ◆ Those attending the public hearing must be informed of where and how to access a copy of the application.
- ◆ A sign-in sheet must be provided to document attendance. It is suggested that each person attending the public hearing provide his address and identify his role of participation (e.g., resident, elected or appointed official, municipal employee, contractor, grant administrator, business owner, etc.).
- ◆ The public hearing must cover:
 1. The amount of funds available
 2. The activities that will be undertaken with grant funding, including amount
 3. A detailed, prioritized list of community development and housing needs; and
 4. A narrative discussion of the scope of the project including the proposed improvements, costs, benefit area, impact on community finances, etc.
- ◆ The minutes of the public hearing must be certified by the chief elected official or other authorized local officials, such as county clerk, city clerk, etc.

Documenting Resident Participation

The following documents must be submitted with the application.

- ◆ 7-day Notice
- ◆ Newspaper Clipping
- ◆ Publisher’s Certification
- ◆ Certified Minutes
- ◆ Attendance Sheet

As the opportunity for resident participation is a federal requirement, if the publication guideline or public hearing requirements are not met, the application will not be reviewed further nor considered for funding.

A sample of a public hearing notice is contained in the Application Forms section.

C. ACTIVITY DELIVERY COSTS and ASSOCIATED COSTS

Community Development Block Grants are federally funded and must comply with extensive federal regulations. Failure to comply could result in grant funds being repaid by the Grantee. It is necessary for Grantees to seek out an experienced Grant Administrator to manage all the details of the grant, provide oversight and coordination of the project. This management

process is called “Activity Delivery”. A list of experienced CDBG Grant Administrators can be found at: <https://www2.illinois.gov/dceo/CommunityDevelopment/Pages/default.aspx>

All application writers and grant administrators must have administered an Illinois CDBG grant within the last 6 years.

All application writers must attend the grant Application Workshop. Information on date, time and registration is available on our website at: <https://dceo.illinois.gov/communitydevelopment.html>

Contracts for the purpose of securing services for activity delivery, including activities related to writing and the submission of the application, must be competitively procured unless the contract is with an Intergovernmental Agreement Agency, or an Inter-Entity Agreement Agency. If an applicant is awarded a CDBG-CV grant, the grantee’s procurement process must be documented and kept with the grant files. The Illinois CDBG Procurement Policy can be found in Section VII of the CDBG Programs Guidebook on our website.

The amount of CDBG-CV funds that may be allowed for reasonable activity delivery costs is 10% of the grant request but no more than \$35,000; and must be included in the total grant award.

Activity Delivery: Includes such costs as (but are not limited to) salaries, travel costs, services performed under third party contracts, including preparation and submission of the grant application, legal and audit services, environmental record review preparation, additional fidelity bonding costs or other services required for the delivery of grant activities.

Activity delivery costs may include the estimated cost of an audit to be conducted in accordance with the Comptroller General's Governmental Auditing Standards, and 2 CFR 200.501, if applicable. However, be advised that CDBG-CV funds can only be used to pay for its portion of the costs of an audit when a "single audit" is required. If a grantee expends less than \$750,000 of federal funds in one fiscal year, a single audit is not required. The grantee may still have to conduct an annual audit as required by State statute, but CDBG-CV funds may not be used to reimburse for any portion of the audit costs.

All Activity Delivery costs must be substantiated with complete invoices utilizing the Department’s template and include the work that was completed, when and where it was completed, who completed it, associated wages and attributable costs. Invoices without sufficient detail are not eligible for reimbursement. **Activity Delivery costs will not be reimbursed if a grant is not awarded.**

D. INITIAL GRANTEE RESPONSIBILITY

Successful applicants (local governments) will receive a **Notice of State Award (NOSA)** which includes information regarding your entity, grant funding, grant terms and conditions, and specific conditions assigned to the grant based on the risk assessments. To receive the formal Grant Agreement, the Grantee (local government) must indicate agreement to the contents of the NOSA by remitting its acceptance through the GATA Grantee Portal.

E. REPORTING

The local government will be responsible for a close-out report.

Only the following will be required:

- Programmatic and Fiscal Closeout Report
- Cancelled checks/bank documentation to verify funds have been disbursed to the benefitting business(s).
- Invoice, cancelled checks/bank documentation to verify funds have been disbursed for Activity Delivery.
- Evidence of public hearing at time of closeout.

Grantees will be required to retain receipts and documentation for a minimum of 5 years after grant completion.

SECTION III

BUSINESS RESILIENCY PROGRAM

The objective of the Business Resiliency program is to reimburse businesses for the durable permanent or semi-permanent equipment purchased or rented to prevent, prepare for, or respond to COVID-19. Funds are available upon request and qualified application.

ELIGIBLE APPLICANTS

A “Lead Local Government” must be established to act as a “clearinghouse” for all businesses within the county wishing to apply for CDBG-CV Business Resiliency grant funding. Local governments eligible to act as the Lead Local Government include counties, cities, and villages. Ideally, the Lead Local Government will have received and completed a Community Development Block Grant (CDBG) within the past six years, thus making them familiar with the basic tenants of the federal program, however this is not a requirement.

The Department will only accept one application per county, which must contain all businesses that wish to receive grant funding. Secondary applications from the same Lead Local Government or other local governments in the County will not be accepted. If a Lead Local Government within the County cannot be secured, the Lead Local Government in an adjacent County may adopt the area through an Intergovernmental Agreement.

If the application includes businesses outside of the Lead Local Government’s boundaries, an Intergovernmental Agreement must be executed between the LLG and the incorporated area where the business is located. The Intergovernmental Agreement must be included with the application.

Under the Grant Accountability & Transparency Act (GATA), all applicants (the local government) must register with the State of Illinois via the “Grantee Portal” at www.grants.illinois.gov and be **pre-qualified prior to application**. The applicant (local government) is also required to complete the Internal Controls Questionnaire (ICQ) for Fiscal Year 2024. The benefiting business is not required to register on the Grantee Portal or submit an Internal Controls Questionnaire.

A. INELIGIBLE APPLICANTS

Communities receiving an annual allocation directly from HUD on an entitlement (formula) basis are not eligible to apply for Business Resiliency funding, and businesses located within the entitlement areas are not eligible for assistance. In 2023, Illinois has 33 metropolitan cities and eight urban counties named as Entitlements. They are:

Metropolitan Cities

Arlington Heights	DeKalb	Mount Prospect	Rantoul
Aurora	Des Plaines	Naperville	Rockford
Berwyn	Elgin	Normal	Rock Island
Bloomington	Evanston	Oak Lawn	Schaumburg
Champaign	Hoffman Estates	Oak Park	Skokie
Chicago	Joliet	Palatine	Springfield

Cicero
Danville
Decatur

Kankakee
Moline

Pekin
Peoria

Urbana
Waukegan

Urban Counties

Cook County
Madison County

DuPage County
McHenry County

Kane County
St. Clair County

Lake County
Will County

A community that has opted out of inclusion in a HUD Entitlement Area is eligible to apply but must include documentation of the option at the time of application.

B. ELIGIBLE BENEFITTING BUSINESSES

To be eligible for inclusion in the Lead Local Government’s application, businesses must meet the following criteria:

- Business must be in business on March 21, 2020.
- Business must be operating and open at the time of application and reimbursement.
- Business must employ at least one person besides the owner, and W-2s must be filed for all employees annually.
- In order to meet the low-to-moderate income (LMI) National Objective, business must be located in a Census Tract with a minimum of 20% poverty; **OR** Business must meet the LMI threshold for CDBG-CV funding through the U.S. Department of Housing and Urban Development. HUD has granted a waiver for the LMI jobs national objective to streamline income verification by accepting annual wage information from an assisted business demonstrating that individuals that apply for or hold jobs earn less than the Section 8 low-income limit for a one-person family. To qualify:
 - Business must file quarterly IL-941 forms to the Illinois Department of Revenue. The most recent IL-941 must be submitted with the application.
 - The IL-941 form will be utilized to establish the business meets HUD’s National Objective of assistance to Low-to-Moderate Income persons.
 - The number of employees and wages earned will be evaluated in comparison to the most recent Section 8 Income Limits for your County. To meet the National Objective, the majority of employees must be considered Low-to-Moderate Income based on the evaluation.
 - Businesses that cannot meet the National Objective will not be funded.
- Assisted businesses must not be in a HUD direct Entitlement community or located in an urban county that receives "entitlement" funds (see Section B) unless they have previously opted out of Entitlement funding. Applications that include businesses in an area that has opted out of Entitlement funding must provide documentation of the option at the time of submission.
- The business location will be determined based on the primary business location (where people come to receive services) Examples:

- If the primary business address is in Springfield but the owner lives in Chatham, the business is not eligible for assistance.
- If the primary business address is in Chatham but the owner lives in Springfield, then the business is eligible for assistance.

Businesses that have multiple locations can apply for each location **if** each business has its own FEIN and operates independently of the other. If the same FEIN is used for multiple locations, the business can only apply once, utilizing the address on record with the Secretary of State.

C. **INELIGIBLE BUSINESSES**

The following businesses are specifically ineligible for assistance:

- Not-for-profit businesses.
- Independent contractors who receive a 1099 form for tax purposes.
- As this grant is federally funded, the following businesses are not eligible to apply:
 - Businesses that involve the use of cannabis for medical and/or recreational purposes
 - Private club or business that limits membership for reasons other than capacity.
 - A business that derives at least 33% of its gross annual revenue from legal gambling activities, unless, subject to the Department’s approval, the business is a restaurant with gaming terminals.
 - Business engaged in manufacturing or selling at wholesale, tobacco products, vaping, liquor or sexually explicit materials or in the business of manufacturing or selling firearms at wholesale or retail.
 - Liquor store, an adult bookstore, non-therapeutic massage parlor, strip club or nightclub
 - Pawn Shops
 - Storage facility, trailer-storage yard or junk yard
 - Businesses owned by public officials or state employees who are paid at least 60% of the governor’s salary; their spouses, and their minor children.
- An establishment similar to any enumerated above; or
- Any other business subsequently deemed ineligible by the U.S. Department of Housing and Urban Development.

D. **ELIGIBLE ACTIVITIES/EXPENSES**

The business may be reimbursed for permanent or semi-permanent equipment or depreciable property (as defined by IRS rules) purchased or rented to prevent, prepare for, or respond to

COVID-19 in order to open or remain open. Examples include (but are not limited to) tents and other outdoor seating arrangements, plexiglass partitions, and cashless payment systems.

- Expenses must be incurred on or after March 21, 2020.
- Expenses must have been paid for prior to application and proper documentation included in the application
- No future expenses. Grant is only for reimbursement of previous paid expenses.
- All expenses must be considered Environmentally exempt, box 10; or CENST, box 4.

The business is limited to a maximum of \$20,000 in reimbursement. Lead Local Governments may, upon appropriate protocol, lower the reimbursement ceiling for their County.

F. INELIGIBLE ACTIVITIES/EXPENSES

- PPE, hand-sanitizer and other non-durable equipment or similar items are not eligible for reimbursement.
- Working capital expenses including accounts receivables and inventory.
- Activities/Expenses that do not meet the above definition of eligible expenses.
- Any expense that has been/or will be paid for by another benefit program.

G. APPLICATION NARRATIVE RESPONSES and INCLUSIONS

All applications must include the following narrative responses and requested documentation. Please utilize the Submission Checklist contained in the Application Forms section to ensure all required application components are included and for placement in the application submission.

FROM THE LEAD LOCAL GOVERNMENT

1. **Letter of Transmittal** – must be dated, include the total amount requested, a list of the businesses that will benefit from the application, and certify that the application has been approved by the unit of local government named in the application. A sample letter of transmittal is available in the Application Forms section.
2. **State of Illinois-DCEO Uniform Grant Application** The Uniform Grant Application must be completed by the local government, and can be found at: [Community Development Block Grant - Coronavirus Business Resiliency Program \(illinois.gov\)](https://www.communitydevelopment.org/illinois/coronavirus-block-grant)
3. **Applicant Information** Additional Applicant details from the local government. (see Application Forms section for form.)
4. **Uniform GATA Budget** Local governments must complete the Uniform GATA Budget to cover the total amount of grant requests from benefitting businesses and Activity Delivery. It can be found at: [Community Development Block Grant - Coronavirus Business Resiliency Program \(illinois.gov\)](https://www.communitydevelopment.org/illinois/coronavirus-block-grant)

This budget has been streamlined to **only include Equipment and Contractual Services** (for Activity Delivery). Please read and follow the directions below for completion:

Begin with the Equipment tab on the bottom of the Excel file. An example is provided below. Put the name of the business seeking reimbursement in the “Item” column, and the amount of reimbursement in “Equipment Cost” column. The State Total at the

bottom of the page automatically adds up the Costs. The State Total will then automatically fill in the appropriate cells in Section A. **The Equipment Cost must be the amount requested by the Business and documentation supporting all costs must be provided.**

Item	Quantity	Cost	Equipment Cost
Susi's Bakery		\$	\$ 9,900.00
Joe's Bar		\$	\$ 1,300.00
Best Restaurant Ever		\$	\$ 20,000.00
Subway		\$	\$ 1,600.00
IGA Local Grocery		\$	\$ 17,500.00
		<i>State Total</i>	\$ 50,300.00

Next, go to the Contractual Services tab. Fill in the entity that will be completing the Activity Delivery and the amount.

The Narrative Summary will be automatically filled based on the information in the Equipment and Contractual Services sections. You do not need to do anything further.

Complete Section A next. Verify that the State Total has transferred to the Total Revenue and Total Expenditures boxes. Fill in the Organization Name (local government) and UEI#.

The ICI Indirect Cost Rate tab has been pre-filled to show no reimbursement for indirect costs is being requested. This is because indirect costs are not an eligible expense for this grant.

The final part of the Budget is the Certification section. This must be signed by the Chief Elected Official and the person who handles the financial affairs for the Lead Local Government, for example, the City Treasurer.

5. **Resident Participation Public Hearing Documentation** (see Section IIB and the Application Checklist for a listing of **all required documentation** and a sample Public Hearing Notice).
6. **Council Resolution of Support**, required for all CDBG-CV funded grant applications. An example can be found in the Application Forms section.
7. **Local Government Certifications** as required for all grants and signed by the Chief Elected Official. (see Application Forms)
8. **Mandatory Disclosures** as required for all grants, signed by the chief elected official of the local government. (see Application Forms)
9. **Conflict of Interest Disclosure** as required for all grants, signed by the chief elected official of the local government. (see Application Forms)

10. **REQUIRED ATTACHMENTS from the Local Government** The following items must be attached to the Application:
- ◆ **Intergovernmental Cooperation Agreement** (if necessary)
 - ◆ **Fair Housing Resolution** A copy of the unit of local government’s Fair Housing Resolution. Samples can be found via an internet search.
 - ◆ **W-9**
 - ◆ **SAM Registration (CAGE #)** All grantees are required to be registered in the System for Award Management (SAM) at www.sam.gov for the purpose of obtaining a Commercial or Government Entity (CAGE) Code. The CAGE Code is a unique identifier assigned to government agencies and various organizations. CAGE codes provide a standardized method of identifying a given facility at a specific location. **This documentation must be available at the time of grant award if not submitted with the application. The benefiting business does not need a SAM registration.**
 - ◆ **IRS Certification Letter** Include in the application “Letter 147c” or “Letter 4158c” provided by the IRS to verify the Taxpayer Identification Number (TIN) or Federal Employer Identification Number (FEIN) for the applicant (Lead local government). If you do not have a current (dated within five years) copy of an IRS certification letter on file, please call the IRS Business line, **1-800-829-0115**, to request a “**Letter 147C**”, or call **1-877-829-5500** to request a “**Letter 4158c**.” Only the local government is authorized to request a copy of this letter. This certification letter is only required for the Lead local government. **NOTE: If an IRS Certification Letter cannot be obtained prior to application, it must be provided to the Department prior to grant award.**
 - ◆ One HUD Exempt/Categorically Excluded not subject to 58.5 **Environmental Review form** covering all of the businesses in the application, signed and dated by the community’s environmental review preparer and chief elected official must be included with the application.
 - ◆ A copy of the current FEMA FIRMette obtained from FEMA’s Map Service Center <https://msc.fema.gov/portal/home> with all of the proposed business’s locations clearly marked must be included with the application. Businesses must be labeled by number and an accompanying key provided noting which business correlates to which number. If the business is located in a denoted prohibited Floodway, then the business would be ineligible for assistance unless the business is a functionally dependent use of the floodway (e.g., a riverside marina or boat repair shop). If a singular FEMA FIRMette is not sufficient to provide the location of all the businesses applying, multiple FEMA FIRMettes may be included.

FROM EACH BENEFITTING BUSINESS

11. **Benefitting Business Information** - Basic information on the Benefitting Business
12. **Duplication of Benefits Certification** - attestation that the reimbursement does not duplicate funding already received.
13. **Business Certification** signed by the benefiting business's authorized signatory (form is found in the Application Forms section).
14. **Employment Documentation** - A copy of the most recent IL-941 must be submitted with the application.
15. **Reimbursement Summary** (form is found in the Application Forms section).
16. **Copies of Invoices for Equipment requested for reimbursement**
17. **Copies of the Bank Statement, Credit Card Statement, or Receipt to show that the equipment expenditure was paid**
18. **REQUIRED ATTACHMENTS from the benefiting Business** The following items must be included with the Application:
 - An ITR-1 verification that the business has no tax liability with the Illinois Department of Revenue

H. APPLICATION REVIEW AND EVALUATION PROCESS

The screening and review process for the program is designed to ensure that limited CDBG-CV program funds are awarded to communities for the use of businesses that meet the qualifications. The actual number and total dollar value of awards will be subject to the number of applications and qualified expenditures.

The CDBG-CV Business Resiliency program is non-competitive, meaning that if all information is accurate and provided, and meets the qualifying factors, a grant will be awarded on a first come-first served basis until all allocated funds have been awarded.

Each application will be reviewed for completeness of all required responses and inclusions. Failure of the Lead Local Government to complete the application as outlined; missing signatures; missing or inaccurate required documents; or not following the required Resident Participation protocol **will result in a decision to Do Not Fund (DNF) the entire application.**

Failure of a business applying for benefits to provide the Business Certification; the most recent IL-941; ITR-1 verification or accurate invoices and evidence of payment **will result in a decision to Do Not Fund (DNF) that specific business's portion of the application.**

Once submitted, there will be no opportunity for corrections to, or additional documentation for the application. Accuracy and inclusion of all required materials is imperative to the success of the application.

I. SUBMISSION INFORMATION

Under the Grant Accountability & Transparency Act (GATA), all applicants (local governments) must register with the State of Illinois via the “Grantee Portal” at www.grants.illinois.gov and be pre-qualified prior to grant award.

The Application period for the CDBG-CV Business Resiliency component begins at 9:00 a.m. August 15, 2023 and ends at 5:00 p.m. December 31, 2023, unless all funds are previously exhausted. No applications will be accepted prior to the application opening date and time and must be received in our office by the application end date and time.

One copy of the complete grant package in the order specified on the Submission Checklist (Application Forms section) must delivered in person to:

Illinois Department of Commerce and Economic Opportunity
Office of Community Development
1 West Old State Capitol (known as the Myers Building)
2nd Floor
Springfield, IL 62701

Or mailed to:

Illinois Department of Commerce and Economic Opportunity
Office of Community Development
Business Resiliency Program
607 East Adams
3rd Floor
Springfield, IL 62701

Applications will be date and time-stamped upon receipt and processed in the order received.

PACKAGING YOUR APPLICATION

All grant application materials **must** be:

- Typed (except for signatures and preprinted materials such as bank statements)
- Clipped together with a large binder clip on the top.
- Contained in one brown legal-size, open-top (no foldovers with cords or ties) expandable folders.
- Brown legal size folders are to be labeled with a 2”x 4” white label, placed in the top right-hand corner of the folder with the following information:
 - Name of Applicant
 - CDBG-CV BUSINESS RESILIENCY

For Example:

VILLAGE OF ABRACADABRA
CDBG-CV BUSINESS RESILIENCY

- All application materials requiring a signature from the applicant (local official) must be signed by the Chief Elected Official.
- All application materials requiring a signature from the benefiting business must be signed by the Business's Authorized Signatory.
- **DO NOT USE: dividers, staples, binders, folders or other methods of containment.**

J. FOR FURTHER INFORMATION and TECHNICAL ASSISTANCE:

E-Mail: ceo.ocd@illinois.gov

Call: 217/785-6174

CDBG-CV BUSINESS RESILIENCY

APPLICATION FORMS

CDBG-CV Business Resiliency Application Submission Checklist

All CDBG-CV 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.

<u>LEAD LOCAL GOVERNMENT FORMS</u>	<u>PAGE</u>
<u>NUMBER</u>	
_____ Letter of Transmittal from Chief Elected Official	_____
_____ Completed Submission Checklist (This Page)	_____
_____ State of Illinois - DCEO Uniform Grant Application (completed by local government)	_____
_____ Lead Local Government Information (additional local government information)	_____
_____ Uniform GATA Budget – Business Resiliency (completed by the local government)	_____
_____ Resident Participation:	
7-Day Public Hearing Notice	_____
Publisher’s certification	_____
Certified minutes	_____
Attendance sheet(s)	_____
_____ Council Resolution of Support	_____
_____ Local Government Certifications	_____
_____ Mandatory Disclosures (completed by local government)	_____
_____ Conflict of Interest (completed by local government)	_____
_____ Intergovernmental Cooperation Agreement(s) if necessary	_____
_____ Fair Housing Resolution	_____
_____ W-9 (for local government)	_____
_____ SAM Registration (CAGE # - for local government)	_____
_____ IRS Certification Letter (for local government)	_____
_____ HUD Exempt/Categorically Excluded not subject to 58.5 Environmental Review form	_____
_____ FEMA FIRMette with business location marked	_____

See the next page for Benefitting Business Checklist

BENEFITTING BUSINESS SUBMISSION CHECKLIST

Copy and complete this page for each benefitting business included in the application. This page should then be used as a separator between businesses. **The following 9 items must be completed & included for each business:**

NAME OF BENEFITTING BUSINESS: _____

- ___ 1. Benefitting Business Information _____
- ___ 2. Duplication of Benefits Certification _____
- ___ 3. Business Certification _____
- ___ 4. Employee Documentation – Most recent IL-941 submitted to ILDOR _____
- ___ 5. Current ITR-1 Verification _____
- ___ 7. Reimbursement Summary _____
- ___ 8. Copies of Invoices Equipment requested for reimbursement _____
- ___ 9. Copies of the Bank Statement, Credit Card Statement, or Receipt to show that the
equipment expenditure was paid. _____

Letter of Transmittal

This information must be transferred to the Applicant Community's Official Letterhead

Date

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

Dear Director:

The ¹ _____ is submitting an application for Business Resiliency funding through the Community Development Block Grant Coronavirus (CDBG-CV) Program. The grant request totals ² \$ _____ to reimburse the following businesses for expenses to prevent, prepare for, or respond to Coronavirus so they could operate during the Pandemic.

³ _____,

³ _____,

³ _____, (continue as needed)

We certify to the best of our knowledge these businesses meet the Low-to-Moderate Income National Objective and that all requests for reimbursement are appropriate.

Very truly yours,

4

– Delete Key prior to Submission –

¹Unit of Local Government;

²Amount Requested;

³Benefiting Business

⁴Signature Block (Chief Elected Official)

***Insert CDBG-CV Business Resiliency Application
Submission Checklist here.***

Insert Uniform Grant Application here.

Completed by the local government.

[Community Development Block Grant - Coronavirus Business Resiliency Program \(illinois.gov\)](https://www.illinois.gov)

**CDBG-CV APPLICANT PROJECT INFORMATION
BUSINESS RESILIENCY COMPONENT**

I. PRE-APPLICATION REQUIREMENTS

_____ DATE APPLICANT COMPLETED REGISTRATION ON GATA PORTAL (www.grants.illinois.gov)

_____ 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. Total Amount of Funding Request: \$ _____

III. APPLICANT INFORMATION

Contact Phone Number _____

Contact E-mail _____

Fiscal Year End Date _____ MM / DD

IV. APPLICATION WRITER

First Name			
Last Name			
Title			
Agency Name			
Agency Type			
Mailing Address			
Telephone		Email	
Federal Employer Identification Number			

Insert Uniform GATA Budget here.

Completed by the local government.

**PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 12 OF THE GUIDEBOOK
TO COMPLETE THE GATA BUDGET.**

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COUNCIL RESOLUTION OF SUPPORT

Resolution No. _____

(The Resolution CANNOT be dated prior to the date of the Public Hearing)

WHEREAS, the (unit of local government) is applying to the State of Illinois for a Community Development Block Grant Coronavirus Program grant, and

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

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) that the (unit of local government) apply for a grant under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.
- 2) that the Mayor (County Board Chairman) and City Clerk (County Clerk) on behalf of the City (County) execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the Mayor (County Board Chairman) and City Clerk (County Clerk) are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed this _____ day of _____, _____. (date required)

ATTEST: _____
City Clerk (County Clerk)

Mayor (County Board Chairman)

PUBLIC HEARING NOTICE TEMPLATE

Reasonable access to all available application materials must be provided where all persons within the community will have reasonable access (e.g., Village or City Hall or a public area such as a post office, web page, community center, bank, etc. located within the same county as the applicant) and shall be available for a reasonable amount of time to allow for response and comment.

(Applicant) will hold a public hearing on (date), at (time), in (place) to provide interested parties an opportunity to express their views on the proposed Business Resiliency application funded by Community Development Block Grant-Coronavirus (CDBG-CV) funds. Persons with disabilities or non-English speaking persons who wish to attend the public hearing and need assistance should contact (name, address, and phone #) no later than (date). Every effort will be made to make reasonable accommodations for these persons.

On or about (date of application submission), (Applicant) intends to apply to the Illinois Department of Commerce and Economic Opportunity for a grant from the State administered CDBG-CV 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 reimburse businesses for the durable permanent or semi-permanent equipment purchased or rented to prevent, prepare for or respond to COVID-19. The total amount of CDBG funds to be requested is \$(Amount requesting) and will address the needs of the following businesses due to the COVID-19 emergency. (Names of Businesses)

Information related to this application will be available for review prior to the public hearing as of (date of publication) at the office (location within the community) between the hours of (office hours). 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 (name and address—this may be the community or the application writer) no later than (date of public hearing) 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 (name, telephone number) or write to (person, address).

Insert Seven Day Notice of Hearing here.

The Notice of Public Hearing **must** be published at least once in a newspaper of general circulation at least seven calendar days (excluding the date of publication *and* the date of the hearing) prior to the public hearing. All project information must be available for viewing on the first date of publication at a location within the community.

***Insert Newspaper Clipping and Publisher's
Certification here.***

Insert Certified Minutes here.

The minutes of the public hearing must be certified by the chief elected official or other authorized local officials, such as county clerk, city clerk, etc.

Insert Attendance Sheets here.

A sign-in sheet must be provided to document attendance. It is suggested that each person attending the public hearing provide his address and identify his role of participation (e.g., resident, elected or appointed official, municipal employee, contractor, grant administrator, business owner, etc.).

LOCAL GOVERNMENT CERTIFICATIONS

On this (date) of (month), (year), the (title and name of the Chief Elected Official) of (name of the local government) 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 - Coronavirus 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 (name of local government) 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** (circle one) located in a floodplain.
A FEMA Floodplain map is included in the application (as required) and is located on Page _____
14. DUNS Number: (# enter DUNS number here).

Signature of Chief Elected Official

Date

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:

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: **Local Government**

By: _____
Signature of Authorized Representative

Printed Name: **Chief Elected Official Name**

Printed Title: **Chief Elected Official Title**

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 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.

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: **Local Government Name**

By: _____
Signature of Authorized Representative

Printed Name: **Chief Elected Official Name**

Printed Title: **Chief Elected Official Title**

Date:

INTERGOVERNMENTAL COOPERATION AGREEMENT

The (cooperative unit of local government), (county name) County, Illinois, seeks to support the efforts of the (applicant unit of local government) to obtain Community Development Block Grant (CDBG) funds from the Illinois Department of Commerce and Economic Opportunity for (proposed project) located in (project location community, township, county).

As the chief executives of our respective local governments, we are signing this agreement to cooperate as much as needed to accomplish these improvements.

The (applicant unit of local government) is hereby designated as the lead agency for this application and will be the applicant for the funds. The (applicant unit of local government) will be liable for all program administration functions should the grant be awarded.

Attest

Attest

Date: _____

NOTE: This general form (or a suitable variation) is to be used by local government applicants whose proposed project or project area involves more than one jurisdiction. It is a required part of any "on behalf of" or joint application with appropriate modifications as may be required to fit local conditions.

Insert Local Government's W-9 here.

***Insert Local Government's
SAM Registration here
(must include current Unique Entity Identifier #
effective April 2022).***

***Insert Local Government's
IRS Certification Letter here.***

Insert Environmental Review form here.

A HUD Exempt/Categorically Excluded not subject to 58.5 **Environmental Review form**, signed and dated by the community's environmental review preparer and chief elected official must be included with the application. This can be can be found at:

<https://dceo.illinois.gov/communitydevelopment.html>

Insert FEMA FIRMette(s) here.

A copy of the current **FEMA FIRMette** obtained from FEMA's Map Service Center <https://msc.fema.gov/portal/home> with the business's location clearly marked must be included with the application. If the business is located in a denoted prohibited floodway, then the business would be ineligible for assistance unless the business is a functionally dependent use of the floodway (e.g., a riverside marina or boat repair shop).

Insert Benefitting Business Submission Checklist here

Copy and complete this page for each benefitting business included in the application. This page should then be used as a separator between businesses.

BENEFITING BUSINESS INFORMATION

Benefitting Business Name: _____

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

_____ Yes, registered in _____ County _____ No

Benefitting Business Address 1: _____

Benefitting Business City, Illinois: _____

Benefitting Business Zip: 99999-9999: _____

Benefitting Business Phone Number _____

Benefitting Business E-Mail Address: _____

Benefitting Business FEIN or ITIN: _____

Benefitting Business UEI _____

Benefitting Business SIC: <https://www.naics.com/sic-codes-industry-drilldown/> _____

Benefitting Business Authorized Signatory Contact:

First Name: _____ Last Name: _____

Title: _____

Daytime Phone: _____ Home Phone: _____

E-Mail: _____

What year did this Business open? _____ Was this Business open on March 21, 2020? _____

Did this Business close during COVID? _____ Is this Business currently open? _____

How many employees did you have prior to March 21, 2020? _____

What was the average number of employees working in your business on any given day between March 21, 2020 and December 31, 2021? _____

How many employees do you currently have? _____

Please describe your business: _____

Describe how the equipment requested for reimbursement was utilized to prevent, prepare for, or respond to COVID-19 so that your business could open or remain open during the pandemic. _____

AMOUNT OF REIMBURSEMENT REQUESTED: \$ _____

DUPLICATION OF BENEFITS CERTIFICATION FOR CDBG-CV

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Duplication of benefits occurs when Federal or State financial assistance is provided to a person or entity through a program to address losses and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218-N-01.

HUD requires each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Grant funds may not be used to pay for a cost if another source of financial assistance is available to pay for the same cost.

This certification must be completed by any entity that receives assistance and serves to document compliance with the CARES Act requirement to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218-N-01.

Mark all sources of assistance received during the COVID-19 pandemic and note amount received.

Received (Yes/No)	Source	Amount
	The Paycheck Protection Program	
	Unemployment compensation benefits	
	Insurance claims/proceeds	
	Federal Emergency Management Agency (FEMA) funds	
	Small Business Administration funds	
	Other Federal, State or local funding	
	Other nonprofit, private sector, or charitable funding.	
	Other (specify)	

I, _____
(Name/title of business owner(s))

hereby certify that the assistance listed in the table above is accurate and complete, and that:

- A. The reimbursement requested in this application for a Business Resiliency grant funded by Community Development Block Grant-Coronavirus Funds from the U.S. Department of Housing and Urban Development, benefitting the business of _____ does not duplicate or replace payment received from any other source of assistance.
- B. Further, this executed certification serves to acknowledge that any subgrantee, subrecipient, individual or family, business, direct beneficiary, or other entity understands and agrees that the CDBG-CV funds must be repaid if it is determined that such assistance is determined to be duplicative.

Signature of Business Authorized Signatory

Date

BUSINESS CERTIFICATIONS

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 but for the measures they took to prevent, prepare for, or respond to Coronavirus, which includes the purchase of equipment for which they are now seeking reimbursement, the business would have been unable to operate during the pandemic and jobs would have been lost.

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

Signature of Chief Executive Officer

Date

Typed Name of Chief Executive Officer

Name of Business

FEIN #

Business Address

UEI #

SIC #

Insert Most Recent IL-941 submitted to ILDOR here

Insert ITR-1 from ILDOR here

REIMBURSEMENT SUMMARY

The business may be reimbursed for permanent or semi-permanent equipment purchased or rented to prevent, prepare for, or respond to COVID-19 in order to open or remain open. Examples include (but are not limited to) tents and other outdoor seating arrangements, plexiglass partitions, and cashless payment systems. The following table must be completed accurately and include all items requested for reimbursement.

Item/Equipment:				Rented <input type="checkbox"/> or Purchased <input type="checkbox"/>	
Briefly Describe the Item's Use:					
Invoice From:		Date of Invoice:		Invoice Number:	
Amount of Invoice: \$		Amount Requested for Reimbursement:		\$	
Method of Purchase: <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card (type) _____					
Statement or Receipt From:			Date of Statement or Receipt:		
Item/Equipment:				Rented <input type="checkbox"/> or Purchased <input type="checkbox"/>	
Briefly Describe the Item's Use:					
Invoice From:		Date of Invoice:		Invoice Number:	
Amount of Invoice: \$		Amount Requested for Reimbursement:		\$	
Method of Purchase: <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card (type) _____					
Statement or Receipt From:			Date of Statement or Receipt:		
Item/Equipment:				Rented <input type="checkbox"/> or Purchased <input type="checkbox"/>	
Briefly Describe the Item's Use:					
Invoice From:		Date of Invoice:		Invoice Number:	
Amount of Invoice: \$		Amount Requested for Reimbursement:		\$	
Method of Purchase: <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card (type) _____					
Statement or Receipt From:			Date of Statement or Receipt:		
TOTAL AMOUNT REQUESTED FOR REIMBURSEMENT:					
<i>Total must match Amount of Funds requested on Benefiting Business Information Page</i>				\$	

ADD ADDITIONAL GROUPS OF INFORMATION AS NEEDED

***Insert Copies of Invoices
requested for reimbursement here***

Insert Copies of the Bank Statement, Credit Card Statement, or Receipt to show that the equipment expenditure was paid here