

Sharon K. Williams, District 1
Junior Watkins, District 2
Betty Duncan, District 3
Chairperson-Andrew A. Rand, District 4
Brandy Bryant, District 5
Eden S. Blair, District 6
James C. Dillon, District 7
Phillip Salzer, District 8
Kathrin Pastucha, District 9



Andrew A. Rand - Chairperson
Rachael Parker - County Clerk

Robert Reneau, District 10
Linda Daley, District 11
Rachel Reliford, District 12
Vice-Chairperson-James T. Fennell, District 13
Brian Elsasser, District 14
Steven Rieker, District 15
Matthew Windish, District 16
Jennifer Groves Allison, District 17
Paul Rosenbohm, District 18

**PEORIA COUNTY BOARD
MEETING AGENDA
Thursday, July 9, 2020
6:00 PM**

County Courthouse • 324 Main Street • County Board Room 403 • Peoria, Illinois 61602
Voice: (309) 672-6056 • Fax: (309) 672-6054 • TDD: (309) 672-6073
www.peoriacounty.org

**CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK**

I. APPROVAL OF MINUTES

- Approval of June 11, 2020 County Board Regular Meeting Minutes
- Approval of June 16, 2020 County Board Special Meeting Minutes

II. SUSPENSION OF RULES

III. CITIZENS' REMARKS

- In-person attendance by the public is not available for the July 9 Peoria County Board meeting due to space limitations allowing for proper social distancing, but residents may view it live on our Facebook page (Peoria County Gov) or on our YouTube page (Peoria County Government). Those who wish to enter in a public comment may do so by submitting their written statement to the Peoria County Clerk via email, fax, mail, or in-person drop-off by 3:00 p.m. on July 9.
- Email: countyclerk@peoriacounty.org
- Mail/in-person: Peoria County Clerk, 324 Main St, Room 101, Peoria, IL 61602
- Fax: (309) 672-6063
- Persons needing special accommodations to submit public comment, or requests to submit public comment/attend the meeting in person, may call the Peoria County Clerk's Office at (309) 672-6059 for arrangements.

IV. CONSENT AGENDA (including reports to be filed)

- C1.** The Treasurer report consisting of the Bank and CD's Portfolio for the month of May 2020 and Revenue & Expenditure Reports for the month of April 2020.
- C2.** The Auditor's report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.



- C3.** A resolution (items 1-3 – conveyances) from your Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deed of said property to the highest bidder, and be authorized to cancel the appropriate Certificates of Purchase. This resolution shall be effective ninety days from July 9, 2020 and any transaction between the parties involved not occurring within this period shall be null and void.
- C4.** A resolution from your Executive Committee recommending approval of Phase 2 Downstate Small Business Stabilization Program Grant Applications.
- C5.** An Ordinance from your Budget Committee authorizing the issuance by the County of Peoria Illinois, of General Obligation Refunding Bonds (Alternate Revenue Source) in an aggregate principal amount not to exceed \$43,000,000.00 for the purpose of refunding bonds issued to finance a new senior care facility, and related improvements, facilities and cost in Peoria County.
- C6.** A resolution from your Public Safety and Justice Committee recommending approval of an Online Dispute Resolution Grant from the American Arbitration Association-International Centre for Dispute Resolution Foundation in the amount of \$25,000.00 and associated budget appropriation in Courts Administration in the amount of \$25,000.00 to reflect the grant award.
- C7.** A resolution from your Public Safety and Justice Committee recommending approval of SFY21 Family Violence Coordinating Council Grant from the Illinois Criminal Justice Information Authority in the amount of \$38,800.00 and associated budget appropriation in the amount of \$38,800.00 to reflect the grant award.
- C8.** A resolution from your Infrastructure Committee recommending approval of the quotation received from of R.A. Cullinan & Son, Tremont, IL for Township Motor Fuel Tax deliver and install proposal for sealcoating and tilling Radnor Township roads.
- C9.** Chairman Appointments.

V. ZONING ORDINANCE AND RESOLUTIONS

- 1.** Case 022-20-S, Petition of Peoria County. A Text Amendment to Chapter 20, Article 2, Section 2.2.6 (“Hearing Procedures”), Article 3, Section 3.5 (“Special Use Permits”), Article 7, Section 7.18 (“Cannabis Business Establishments”), and Article 11, Section 11.1 (“Definitions”) of the Peoria County Code. The Zoning Board of Appeals recommends approval. The Land Use Committee concurs.
- 2.** Case #018-20-U, Petition of Debra S. Silzer. A Special Use as required in Section 20.5.2.2.1.a.1 of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 25-acre minimum lot size nor the 1 dwelling unit per 25 contiguous acres density requirement in the A-2 Agricultural District. The petition proposes to divide an existing 23.06 acre parcel into 3 parcels of approximately 13.6 acres, 8.7 acres, and 1 acre. The parcel is located in Rosefield Township. The Zoning Board of Appeals recommends approval with restriction. The Land Use Committee concurs.



Peoria County Board Agenda
Thursday, July 9, 2020

3. Case W04-20, Petition of Debra Silzer. A resolution from your Land Use Committee recommending approval of a waiver of compliance from Section 20-8.3.4.1.b.2.a of the Unified Development Ordinance. This section requires a new minor subdivision to have public water supply. The petitioner proposes to create a 3-lot subdivision with lots served by private well. The parcel is located in Rosefield Township.

4. SUSPENSION OF RULES

5. A Proclamation extending the Declaration of Emergency due to COVID-19 in Peoria County, Illinois.

VI. MISCELLANEOUS AND ANNOUNCEMENTS

VII. ADJOURNMENT

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**PEORIA COUNTY BOARD
MEETING MINUTES
Thursday, June 11, 2020
6:00 PM**

County Courthouse • 324 Main Street • County Board Room 403 • Peoria, Illinois 61602
Voice: (309) 672-6056 • Fax: (309) 672-6054 • TDD: (309) 672-6073
www.peoriacounty.org

**CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK**

Attendance was taken with the Roll Call-Pro voting system, and the following members of the Board were present: Members Blair, Bryant, Daley, Dillon, Duncan, Elsasser, Fennell, Groves Allison, Pastucha, Rand, Reliford, Rieker, Rosenbohm, Watkins, Williams, and Windish, with Members Reneau and Salzer absent.

I. APPROVAL OF MINUTES

- Approval of April 23, 2020 County Board Special Meeting Minutes
- Approval of May 14, 2020 County Board Regular Session Meeting Minutes
- Approval of May 14, 2020 County Board Executive Session Meeting Minutes

Member Rosenbohm moved for approval of the minutes, Member Fennell seconded. The minutes were approved by a unanimous roll call vote of 16 ayes.

II. SUSPENSION OF RULES

Assistant State's Attorney Larry Evans described that the vote to suspend the Rules of Order is suspending the section for citizens to speak in-person. He noted that citizens may submit remarks through email. Member Elsasser moved to suspend the rules and Member Dillon seconded. The motion passed by a unanimous roll call vote of 16 ayes.

III. CITIZENS' REMARKS

There were no citizens' remarks submitted.

IV. PROCLAMATIONS AND PRESENTATIONS

- A Proclamation condemning the actions that resulted in George Floyd's death

Member Fennell moved to adopt the proclamation and Member Blair seconded. The proclamation



was adopted by a unanimous voice vote of 16 ayes.

V. CONSENT AGENDA (including reports to be filed)

- C1.** The Treasurer report consisting of the Bank and CD's Portfolio for the month of April 2020 and Revenue & Expenditure Reports for the month of March 2020.
- C2.** The Auditor's report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.
- C3.** A resolution (items 1-4 – conveyances) from your Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deed of said property to the highest bidder, and be authorized to cancel the appropriate Certificates of Purchase. This resolution shall be effective ninety days from June 11, 2020 and any transaction between the parties involved not occurring within this period shall be null and void.
- C4.** A resolution from your Public Safety and Justice Committee recommending approval of a Bureau of Justice Assistance COVID-19 Grant allocated to the Peoria County Sheriff's Office in the amount of \$58,008.00.
- C5.** A resolution from your Public Safety and Justice Committee recommending an additional appropriation of revenues and associated expenses in the amount of \$41,000.00 into the FY 2020 Sheriff's Office budget related to IDOT STEP (Sustained Traffic Enforcement Program) funding.
- C6.** A resolution from your County Operations Committee recommending approval of the sole bid of Koener Electric, Inc., Bartonville, IL in the amount of \$32,200.00 to replace the uninterruptable power supply (UPS) supporting the Courthouse Nortel PBX phone system.
- C7.** A resolution from your County Operations Committee recommending approval of the preferred bid of Illinois Work Injury Resource Center (IWIRC), Peoria, IL, for Occupational Health Services, for a three-year agreement with the option to renew for up to two additional years.
- C8.** Chairman Appointments.

Member Williams moved to approve the Consent Agenda and Member Blair seconded. The Consent Agenda was approved by a unanimous roll call vote of 16 ayes.

VI. ZONING ORDINANCE AND RESOLUTIONS

- 1.** A resolution from your Executive Committee recommending approval to place a Referendum Question on the November 3, 2020 General Election ballot to Sell or Dispose of Heddington Oaks, a Skilled Nursing Facility owned by the County of Peoria.

Member Williams moved to approve the resolution and Member Fennell seconded. Mr. Sorrel detailed that the voters permitted on four occasions to levee property and sales taxes to fund the service. He informed that statute requires voters to approve a sale of the buildings and land and that the resolution places the question on the General Election ballot. The resolution was approved by a unanimous roll call vote of 16 ayes.



Member Elsasser asked about the inclusion of a question mark at the end of the ballot question, and Mr. Sorrel noted that the absence of the question mark is a scrivener's error.

2. A resolution from your County Health Committee recommending approval of budget amendment for Peoria City/County Health Department's COVID-19 Contract Tracing Grant. (*Pending Committee Approval*)

Member Williams moved to approve the resolution and Member Pastucha seconded. Public Health Administrator Monica Hendrickson reported that the Health Department was awarded up to \$4.9 Million for COVID-19 contact tracing. Chairman Rand asked about the grant value on a per capita comparison to other counties, and Ms. Hendrickson discussed that Peoria and Tazewell are usually in-step due to size, but that Tazewell received about \$2 Million less. She perceived that the difference is due to volume, as well as regional coordination done in Peoria. Chairman Rand summarized that the Restore HOI plan is a reason for additional funding, and Ms. Hendrickson noted that there is coordination with the hospitals.

Chairman Rand thanked Ms. Hendrickson for all her hard work, and that regional coordination has created quite a brand for the Peoria City/County Health Department. The resolution passed by a unanimous roll call vote of 16 ayes.

3. A resolution from your County Health Committee recommending the endorsement of the Restore Heart of Illinois Implementation Plan by the County of Peoria and the Peoria County Board. (*Poll Vote per Rules of Order, Article V, Section 18C*)

Member Williams moved to approve the resolution and Member Fennell seconded. Mr. Sorrel highlighted that before the governor unveiled the Restore Illinois plan, regional leaders started the development of a reopening plan. He noted that the governor did not directly support the plan, but that the Restore Illinois program overlaps much of the Restore HOI plan. He explained the plan's scientific metrics, business guidelines, compliance, and timelines for opening. He detailed the plan's website and the self-certification process.

Chairman Rand explained that the plan adopts the state's plan, but that it adds guidelines in other areas and self-certification. He reported that the self-certifying process is helpful because the Health Department cannot inspect all areas for compliance.

Member Elsasser discussed that it was a travesty that small businesses were closed while big-box stores had hundreds of people in them. He thanked Chairman Rand and Mr. Sorrel for getting the plan together. He mentioned that 40% of small businesses could close and that it would be a national disgrace. He asked about the inclusion of Woodford County in the plan, and Mr. Sorrel informed that the Woodford County State's Attorney would not be prosecuting those not following the Executive Order, but that the public health level has been working within the plan.

Member Rieker remarked that Restore HOI is a good supplement to the Restore Illinois plan, but that it does not supersede Restore Illinois. The resolution passed by a roll call vote of 15 ayes and 1 nay, with Member Bryant voting nay.

4. Review of Executive Session Minutes.

Mr. Evans said that the State's Attorney recommends that all previously held minutes continue to be held as the need for confidentiality still exists and to destroy executive session audio recordings



more than two years old except those that relate to pending litigation. Member Elsasser moved to approve the State's Attorney's Office's recommendation and Member Blair seconded. The motion passed by a unanimous roll call vote of 16 ayes.

5. SUSPENSION OF RULES

Mr. Evans explained that the rules require a procedure for resolutions to be passed by committee prior to coming to the full Board, and noted that the suspension of the rules is needed to allow for the proceeding items to go before the Board. Member Groves Allison moved to suspend the rules and Member Pastucha seconded. The motion passed by a unanimous roll call vote of 16 ayes.

6. A Proclamation extending the Declaration of Emergency due to COVID-19 in Peoria County, Illinois.

Member Allison moved to approve the resolution and Member Duncan seconded. Member Rieker asked for clarification on the need for the resolution, and Chairman Rand said that without the declaration, the County would not be eligible for FEMA or IEMA reimbursement related to the COVID-19 crisis. Member Elsasser and Chairman Rand discussed that the Restore HOI plan is not part of the resolution. The resolution was approved by a roll call vote of 15 ayes and 1 nay, with Member Windish voting nay.

7. A Proclamation asserting an emergency exists in Peoria County due to recent civil unrest.

Member Rosenbohm moved to approve the resolution and Member Watkins seconded. Mr. Sorrel identified that after the killing of George Floyd and the following civil unrest, Peoria County was named in a gubernatorial disaster declaration. He described that funds could become available from the state to help with costs incurred responding to violent protests and that the resolution allows for the County to request reimbursement. Chairman Rand and Mr. Sorrel discussed that the County has access to additional resource support through the state if it is needed.

Member Elsasser inquired about the ability to ask for additional funds for events occurring at a later time. Mr. Sorrel specified that the declarations would cover 30 days, and could only be extended if the need for the emergency exists, the governor extends the declaration, and the Board affirms a new County declaration. Member Dillon and Chairman Rand clarified that the resolution restarts the clock for eligibility under the state's declarations. The resolution was approved by a unanimous roll call vote of 16 ayes.

VII. MISCELLANEOUS AND ANNOUNCEMENTS

Chairman Rand asked all to keep in their thoughts County Clerk Rachael Parker for the loss of her son and the father of Peoria Public School Administrator Derrick Booth.

Sheriff Brian Asbell addressed the Board regarding public safety management during the COVID-19 pandemic and the civil unrest due to events in Minnesota. He detailed the response to the unrest and the necessary staffing. He reported that visitation at the jail has restarted and that the population is smaller, but that due to the health crisis, more staffing is needed because it is spread out. He noted that the office is working through furloughs, but that some have been pulled off to help with the increased need. He highlighted that the office has focused for years on relationships with the detained population and reentry and that it has benefited the office overall. He expressed



that there is a lot of work to be done and he is ready to help fix the problems.

Member Elsasser inquired about COVID-19 cases at the jail, and Sheriff Asbell reported that to date, there have been no cases at the jail. He summarized the process for inmates and staff to limit exposure and possible spread and thanked the jail's healthcare and mental health staff for their work. Member Groves Allison thanked Sheriff Asbell and perceived that his work can be a good example for other communities. Sheriff Asbell noted that the office's mission is to help people.

Member Rieker emphasized that the County should rally around the mental health and reentry programs to help those coming out to have opportunities. He expressed that the Board sees the hard work by the Sheriff's Office. Sheriff Asbell recognized the staff's families for their support during this time. Member Bryant informed that she has visited the jail and learned about all the programs offered. She commended Sheriff Asbell for providing innovative programs.

Member Dillon thanked Sheriff Asbell and his management team for their community engagement and presented examples of good engagement. He noted that the Sheriff is already undertaking the reforms that other communities are implementing.

Member Pastucha thanked Chairman Rand for the Proclamation for George Floyd and expressed that black lives matter to the County and her.

Chairman Rand announced that the meeting is Mr. Evans' last and introduced Jennie Cordis Boswell as the State's Attorney's Civil Division Chief. Ms. Cordis Boswell expressed that she looks forward to working with the Board and that she is happy to be on board. Mr. Evans identified that he will be doing felony work, and he thanked the Board.

VIII. ADJOURNMENT

There being no further business before the Board, the Chairman announced the meeting was adjourned.

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**Special PEORIA COUNTY BOARD
MEETING MINUTES
Tuesday, June 16, 2020
3:30 PM**

www.peoriacounty.org

**CALL TO ORDER
PLEDGE OF ALLEGIANCE**

Chairman Rand recognized the passing of previous Board Member Merle Widmer and asked that his family be kept in the thoughts of the Board.

SUSPENSION OF RULES

Chairman Rand announced that to hold the meeting electronically as allowed by the State of Emergency declared by the Governor, the Board must suspend its rules. Member Watkins moved to suspend the rules and Member Williams seconded. The motion passed by a unanimous roll call vote of 18 ayes.

ROLL CALL BY THE COUNTY CLERK

Roll call was taken, and the following members of the Board were present: Members Blair, Bryant, Daley, Dillon, Duncan, Elsasser, Fennell, Groves Allison, Pastucha, Rand, Reliford, Reneau, Rieker, Rosenbohm, Salzer, Watkins, Williams, and Windish.

I. CITIZENS REMARKS

Chief Deputy County Clerk Mike Deluhery read the submitted public comment. See attached for the public comment.

II. RESOLUTION

Chairman Rand detailed that he has met with a wide range of community officials and leaders and that although the economy is off the tracks, the Board cannot act as if the events of the past few weeks did not happen. He discussed conversations with State's Attorney Jodi Hoos, Sheriff Brian Asbell, and Election Commission Executive Director Tom Bride about addressing election access, community engagement, perception of the courts and systemic racism, and security concerns beyond legal, peaceful protesting. He informed that the budget amendment intends to address the concerns of generations of



people. He conveyed that it is the Board's obligation to take on the issue.

1. A resolution from your Budget Committee recommending approval of an additional appropriation totaling \$853,500.00 to the County Election Commission, Peoria County Sheriff, and Peoria County States Attorney budgets for the purpose of funding full and fair elections and support of special purpose law enforcement programs.

Member Fennell moved to approve the resolution and Member Pastucha seconded. Mr. Sorrel presented that the amendment affects three budgets. He highlighted that a change in election law expands vote-by-mail beginning with the November election, noted an extra cost in postage and equipment, and explained that the state may partially reimburse some of the expenses. He detailed that the Sheriff's budget allows for additional funds in mental health services, patrol services, and a new reentry case manager position. He discussed that the State's Attorney's budget would cover a new civil attorney position for social justice reform. He reported that the proposed budget change would take from the reserves of the General Fund, but that the reserve amount exceeds policy, and that the spend would bring it in line with the Board's policy.

Mr. Bride described the methodology for arriving at the requested amount and that a significant number of voters could use the option.

Sheriff Asbell explained that reform, police legitimacy, and mental health have been a priority and that he is excited to grow the programs. He detailed that the funding can help the office follow through on its mission to help people and grow relationships by taking more time on each call. He thanked the Board Members for the consideration of the budget amendment and that he is committed to making a model law enforcement agency.

State's Attorney Hoos expressed that she would like to try to do everything to make a difference rather than see Peoria in the headlines and the funding is a step to bridge a divide. She reported that she intends to hire a civil attorney to act as a liaison to minority communities and a social worker that can help young people. She noted that the three amendments are all connected because the State's Attorney advises on elections and partially controls the jail population. She highlighted that the timing is appropriate because without Board action, a familiar message would be sent to the minority community and that doing nothing is the wrong answer.

Member Blair inquired about controlling how the money budgeted is spent, and Mr. Sorrel informed that the Board appropriates the funds and that the departments involved have given personal commitments to spend in the areas discussed. Member Groves Allison encouraged the departments to look at those recently laid off with overlapping qualifications for the new positions. Member Bryant expressed that there is concern regarding the black community and the State's Attorney's plan for the new position; State's Attorney Hoos informed that she would like input from the community on where the new attorney fits. Member Bryant conveyed that the black community should be involved in creating the job descriptions and that she can support the amendments to help build a bridge.

Member Pastucha mentioned that there is a misunderstanding about the Sheriff's



budget. She identified that the Sheriff's budget was cut in May and that the amendment helps fund the critical GED, job training, and mental health programs. She noted that the Sheriff and State's Attorney working together is powerful. Member Elsasser summarized that he cannot support the measure because it did not go through committee and that the mail-in ballots mandated by the state could be better handled locally. Member Elsasser moved to divide the question, but the motion did not receive a second. He explained that he supports the Sheriff and State's Attorney's initiatives, but that the Board should not be tapping into the reserve.

Member Dillon described that the Board found through listening to the departments that too much was cut, but that the resolution is a good example of how government should work to add some funding where it is needed. Member Salzer discussed that due to current circumstances, the funds are necessary to be spent. He identified that the Board is making a needed action. The resolution passed by a roll call vote of 16 ayes and 2 nays, with Members Elsasser and Windish voting nay.

III. DISCUSSION

There was no further discussion.

IV. MISCELLANEOUS

Member Pastucha asserted that the vote taken is a step, but that the Board needs to take a look at the whole organization through the lens of social justice.

V. ADJOURNMENT

There being no further business before the Board, the Chairman announced the meeting was adjourned.



The following public comment was submitted. Redaction has been made for compliance with the Freedom of Information Act.

Mike Deluhery

From: Charlotte Thomas <[REDACTED]>
Sent: Tuesday, June 16, 2020 11:32 AM
To: CountyClerk Office
Subject: [EXTERNAL] Concerned Taxpayer against additional appropriations for Enforcement Projects

Good morning,

As a Peoria County Taxpayers I am against the additional appropriations for enforcement projects . As an educator I believe that if there are any additional funds they should be allocated towards our ROE for education programs in our public schools or the Peoria County Public Health Department for mental health and wellness programs. I urge all board members to vote no.

Sent from my iPhone

County of Peoria, Illinois
Bank Account Portfolio
As of May 29, 2020

| Account Name | Account Balance | | Variance | | Interest | Notes |
|--|-------------------|-------------------|-------------------|----------------|---------------|-------|
| | Current Month | Prior Month | Amount | Percent | Amount | |
| <u>Accounts at Illinois National Bank</u> | | | | | | |
| Payroll | 157,895 | 158,392 | -496 | -0.31% | 2 | S,C |
| Juror's Payroll | 31,964 | 32,998 | -1,034 | -3.13% | | C |
| Peoria County Employee Benefit Plan | 564,988 | 419,864 | 145,123 | 34.56% | | C |
| Peoria County Flex Spending Acct | 131,089 | 136,280 | -5,191 | -3.81% | | C |
| County Collector | 22,372,284 | 540,230 | 21,832,054 | 4041.25% | 76 | S |
| Operating | 8,806,378 | 5,706,065 | 3,100,312 | 54.33% | 16,197 | S |
| Peoria County Forfeiture - State | 431,395 | 431,391 | 3 | 0.00% | 3 | S |
| Peoria County Forfeiture - Federal | 17,948 | 17,948 | 0 | 0.00% | | C |
| Emergency Telephone System-E911 | 3,969,904 | 4,069,308 | -99,404 | -2.44% | 33 | S |
| Trust & Condemnation | 37,480 | 37,480 | 0 | 0.00% | | D |
| County Motor Fuel | 2,353,443 | 1,111,678 | 1,241,764 | 111.70% | 13 | S |
| Township Bridge | 555,849 | 555,845 | 4 | 0.00% | 4 | S |
| Township Motor Fuel | 1,873,551 | 1,455,005 | 418,546 | 28.77% | 13 | S |
| CDAP | 759,216 | 757,762 | 1,454 | 0.19% | 6 | S |
| VSP - HRA | 778,121 | 783,330 | -5,210 | -0.67% | | C |
| Clearing Account | 79,755 | 15,900 | 63,855 | | | C |
| Abandoned Property Program | 3,100 | 3,100 | 0 | | | C |
| Rural Transportation | 137,060 | 137,044 | 16 | 0.01% | 16 | C |
| Total Accounts at Illinois National Bank | 43,061,420 | 16,369,621 | 26,691,799 | 163.06% | 16,364 | |
| <u>Accounts at Morton Community Bank</u> | | | | | | |
| Capital Improvement | 245,954 | 245,944 | 10 | 0.00% | 10 | M |
| Operating - Investment | 19,106,097 | 24,087,388 | -4,981,291 | -20.68% | 18,709 | ICS |
| County Motor Fuel - Investment | 4,304,762 | 4,300,743 | 4,020 | 0.09% | 4,020 | ICS |
| Total Accounts at Morton Community Bank | 23,656,813 | 28,634,075 | -4,977,262 | -17.38% | 22,738 | |
| <u>Accounts at Commerce Bank</u> | | | | | | |
| General Investment Acct | 5,374,001 | 5,366,416 | 7,584 | 0.14% | 7,584 | MI |

Notes C = Clearing Account Only
S = Sweep Account
D = Disbursed via Court Orders
N/A = Current month information not yet rec'd
M = Money Market Account
ICS - Insured Cash Sweep
MI = Mixed Investment Acct

County of Peoria, Illinois
Certificate of Deposit Portfolio
As of May 29, 2020

| | Investment Amount | Purchased Date | Maturity Date | Term (Months) | Interest Rate |
|---|----------------------|-------------------|-------------------|------------------|------------------|
| <u>Associate Bank</u> | | | | | |
| Employee Health Fund | 400,000 | 12/5/19 | 1/5/21 | 13 | 1.65% |
| Total for Bank | 400,000 | | | | |
| <u>Busey Bank</u> | | | | | |
| County Health-TB Fund | 200,977 | 4/7/20 | 7/7/21 Pending | 15 | 0.75% |
| Employee Health Fund | 400,000 | 11/27/18 | 5/28/2020 | 18 | 2.90% |
| Total for Bank | 600,977 | | | | |
| <u>The F & M Bank</u> | | | | | |
| Employee Health Fund | 1,000,000 | 8/30/19 | 8/30/20 | 12 | 2.00% |
| Total for Bank | 1,000,000 | | | | |
| <u>Integrity Community Bank a/k/a Bank of Farmington</u> | | | | | |
| Employee Health Fund | 400,000 | 12/14/18 | 6/14/20 | 18 | 2.68% |
| Total for Bank | 400,000 | | | | |
| <u>Morton Community Bank</u> | | | | | |
| County Health Fund | 500,000 | 12/5/19 | 12/3/20 | 12 | 1.86% |
| Employee Health Fund | 1,000,000 | 9/5/19 | 9/3/20 | 12 | 2.05% |
| Employee Health Fund | 400,000 | 12/5/19 | 12/3/20 | 12 | 1.86% |
| Total for Bank | 1,900,000 | | | | |
| <u>Princeville State Bank</u> | | | | | |
| Employee Health Fund | 400,000 | 12/19/19 | 12/20/20 | 12 | 1.54% |
| Employee Health Fund | 1,000,000 | 2/10/20 | 8/10/21 | 18 | 1.98% |
| Total for Bank | 1,400,000 | | | | |
| <u>Recap by Fund:</u> | | | | | |
| 030 County Health & TB Fund | 700,977 | | | | |
| 081 Employee Health Fund | 5,000,000 | | | | |
| Total Certificate of Deposits | 5,700,977 | | | | |
| Total Banks | 5,700,977 | | | | |
| Difference | 0 | | | | |

DATE: 07/02/2020
 TIME: 13:21:20

PEORIA COUNTY, IL
 REVENUE STATUS REPORT

PAGE NUMBER: 1
 REVSTALL

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 4/20

SORTED BY: FUND TYPE,2ND SUBTOTAL
 TOTALED ON: FUND TYPE
 PAGE BREAKS ON: FUND TYPE

FUND TYPE-1 GENERAL

| 2ND SUBT- - - - - | TITLE - - - - - | BUDGET | PERIOD RECEIPTS | RECEIVABLES | YEAR TO DATE RECEIPTS | AVAILABLE BALANCE | YTD/ BUD |
|-------------------|--------------------------|---------------|--------------------|-------------|--------------------------|----------------------|-------------|
| 31001 | PROPERTY TAXES | 8,027,625.00 | .00 | .00 | .00 | 8,027,625.00 | .00 |
| 31401 | OTHER TAXES | 736,000.00 | .00 | .00 | .00 | 736,000.00 | .00 |
| 32209 | BUILDING/ZONING PERMITS | 295,000.00 | 24,077.14 | .00 | 74,677.20 | 220,322.80 | 25.31 |
| 32219 | MARRIAGE LICENSES | 89,000.00 | 3,220.00 | .00 | 14,490.00 | 74,510.00 | 16.28 |
| 32221 | LICENSES/PERMITS | 1,005,900.00 | 70,210.00 | .00 | 279,988.25 | 725,911.75 | 27.83 |
| 33110 | FEDERAL GRANT | 4,540.00 | .00 | .00 | 4,536.00 | 4.00 | 99.91 |
| 33350 | STATE REVENUE | 1,724,815.00 | 50,853.16 | .00 | 426,253.04 | 1,298,561.96 | 24.71 |
| 33509 | INCOME TAX | 7,208,210.00 | 1,055,187.15 | .00 | 2,640,356.52 | 4,567,853.48 | 36.63 |
| 33529 | STATE REIMBURSEMENT-SALA | 1,657,295.00 | 123,590.17 | .00 | 497,140.42 | 1,160,154.58 | 30.00 |
| 33540 | INTERGOVERNMENTAL REVENU | 132,560.00 | 15,525.00 | .00 | 18,142.40 | 114,417.60 | 13.69 |
| 33900 | SALES TAXES | 12,780,000.00 | 843,185.80 | .00 | 4,072,534.34 | 8,707,465.66 | 31.87 |
| 34050 | POLICE PROTECTION CTRCT | 1,717,175.00 | 127,432.76 | .00 | 584,629.83 | 1,132,545.17 | 34.05 |
| 34060 | ANIMAL PROTECT CONTRACT | 319,535.00 | 226.00 | .00 | 81,061.00 | 238,474.00 | 25.37 |
| 34110 | FEES AND CHARGES | 3,339,400.00 | 160,116.22 | .00 | 1,006,544.31 | 2,332,855.69 | 30.14 |
| 34150 | REVENUE STAMPS | 320,000.00 | 22,590.75 | .00 | 82,689.25 | 237,310.75 | 25.84 |
| 34171 | WARRANTS SERVICE | 170,000.00 | 2,625.41 | .00 | 32,233.14 | 137,766.86 | 18.96 |
| 34190 | DETENTION CHARGE FEDERAL | 750,000.00 | .00 | .00 | 262,080.00 | 487,920.00 | 34.94 |
| 34194 | RENT-BUILDING | 166,740.00 | .00 | .00 | 50,684.34 | 116,055.66 | 30.40 |
| 34240 | COURT SECURITY FEES | 301,000.00 | 10,577.12 | .00 | 85,767.28 | 215,232.72 | 28.49 |
| 34400 | IMPOUND | 7,400.00 | 130.00 | .00 | 1,289.00 | 6,111.00 | 17.42 |
| 34401 | ADOPTION | 56,000.00 | 1,405.00 | .00 | 13,050.00 | 42,950.00 | 23.30 |
| 34650 | CHARGES FOR SERVICES | 2,094,990.00 | 48,529.95 | .00 | 437,084.87 | 1,657,905.13 | 20.86 |
| 35110 | COURT FINES | 500,000.00 | 15,738.05 | .00 | 111,530.59 | 388,469.41 | 22.31 |
| 35120 | FINES FOR COURT USAGE | 144,000.00 | 5,483.77 | .00 | 40,423.30 | 103,576.70 | 28.07 |
| 35140 | REDEMPTION | 37,000.00 | 1,905.00 | .00 | 7,955.00 | 29,045.00 | 21.50 |
| 35910 | INTEREST | 72,440.00 | 2.48 | .00 | 41,554.32 | 30,885.68 | 57.36 |
| 36001 | MISCELLANEOUS REVENUES | 1,299,410.00 | 98,909.54 | .00 | 420,902.50 | 878,507.50 | 32.39 |
| 37500 | ASSET DISPOSAL PROCEEDS | 18,000.00 | 1,717.00 | .00 | 2,017.00 | 15,983.00 | 11.21 |
| 42000 | TRANSFER IN | 95,640.00 | 4,011.70 | .00 | 16,715.17 | 78,924.83 | 17.48 |
| TOTAL GENERAL | | 45,069,675.00 | 2,687,239.17 | .00 | 11,306,329.07 | 33,763,345.93 | 25.09 |

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PEORIA COUNTY, IL
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
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SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 4/20

SORTED BY: FUND TYPE,2ND SUBTOTAL
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 PAGE BREAKS ON: FUND TYPE

FUND TYPE-1 GENERAL

| 2ND SUBTOTAL | TITLE | BUDGET | PERIOD EXPENDITURES | ENCUMBRANCES OUTSTANDING | YEAR TO DATE EXP | AVAILABLE BALANCE | YTD/ BUD |
|--------------|--------------------------|---------------|------------------------|-----------------------------|---------------------|----------------------|-------------|
| | TITLE NOT FOUND | .00 | 20,078.93 | 15,538.95 | 34,063.01 | -49,601.96 | .00 |
| 51030 | FULL-TIME EMPLOYEES | 21,872,015.00 | 1,611,120.92 | 10,775,244.28 | 6,337,739.44 | 4,759,031.28 | 78.24 |
| 51032 | PERSONAL SERVICES | 3,309,005.00 | 193,251.74 | 773,818.45 | 903,290.22 | 1,631,896.33 | 50.68 |
| 51240 | MEDICAL/HEALTH BENEFITS | 3,714,084.00 | 224,798.95 | 1,175,541.08 | 910,263.40 | 1,628,279.52 | 56.16 |
| 51500 | IMRF\FICA | 42,975.00 | .00 | .00 | .00 | 42,975.00 | .00 |
| 52040 | FOOD | 365,550.00 | 23,136.92 | .00 | 125,355.79 | 240,194.21 | 34.29 |
| 52090 | MAINTENANCE SUPPLIES | 118,300.00 | 9,631.46 | .00 | 37,003.78 | 81,296.22 | 31.28 |
| 52200 | COMMODITIES | 1,011,020.00 | 54,983.02 | 13,766.61 | 291,712.91 | 705,540.48 | 30.21 |
| 53018 | AUDITING ACCTG COSTS | 101,500.00 | 52,500.00 | .00 | 73,500.00 | 28,000.00 | 72.41 |
| 53020 | POSTAGE | 16,050.00 | 60.97 | .00 | 10,190.38 | 5,859.62 | 63.49 |
| 53050 | MEDICAL SERVICES | 1,290,700.00 | 112,404.08 | .00 | 404,222.42 | 886,477.58 | 31.32 |
| 53068 | FLEET MAINTENANCE EXPENS | 645,435.00 | 53,786.25 | .00 | 215,145.00 | 430,290.00 | 33.33 |
| 53070 | CONSULTANT SERVICES | 588,771.00 | 74,879.51 | 37,968.90 | 237,357.50 | 313,444.60 | 46.76 |
| 53080 | ELECTION RELATED COSTS | 36,408.00 | 1,429.42 | .00 | 18,112.71 | 18,295.29 | 49.75 |
| 53124 | PUBLIC DEFENDER SERVICES | 1,089,100.00 | 84,594.18 | .00 | 340,968.10 | 748,131.90 | 31.31 |
| 53350 | CONTRIBUTIONS & GRANTS | 78,300.00 | .00 | .00 | 70,390.50 | 7,909.50 | 89.90 |
| 53360 | MICROFILMING/FILM DEVELO | 19,465.00 | .00 | 683.11 | 9,323.03 | 9,458.86 | 51.41 |
| 53599 | UTILITIES GAS/ELECTRIC | 641,400.00 | 39,317.77 | .00 | 169,043.17 | 472,356.83 | 26.36 |
| 53790 | COMPUTER EQUIP MAINT | 87,200.00 | 2,714.43 | .00 | 44,477.47 | 42,722.53 | 51.01 |
| 53999 | CONFERENCES & SEMINARS | 100,750.00 | 2,332.72 | .00 | 15,455.57 | 85,294.43 | 15.34 |
| 54001 | CONTRACTUAL SERVICES | 7,195,532.00 | 475,958.20 | 338,119.61 | 2,250,420.08 | 4,606,992.31 | 35.97 |
| 55080 | VEHICLES | 445,100.00 | 117,930.00 | .00 | 331,250.50 | 113,849.50 | 74.42 |
| 61000 | TRANSFERS OUT | 2,254,165.00 | 208,097.21 | .00 | 904,652.70 | 1,349,512.30 | 40.13 |
| | TOTAL GENERAL | 45,022,825.00 | 3,363,006.68 | 13,130,680.99 | 13,733,937.68 | 18,158,206.33 | 59.67 |

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PEORIA COUNTY, IL
 REVENUE STATUS REPORT

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FUND TYPE-2 SPECIAL REVENUE

| 2ND SUBT- - - - - | TITLE - - - - - | BUDGET | PERIOD RECEIPTS | RECEIVABLES | YEAR TO DATE RECEIPTS | AVAILABLE BALANCE | YTD/ BUD |
|-------------------|---------------------------|---------------|--------------------|-------------|--------------------------|----------------------|-------------|
| 31001 | PROPERTY TAXES | 15,994,910.00 | .00 | .00 | .00 | 15,994,910.00 | .00 |
| 32129 | FOOD LICENSES | 647,000.00 | 2,580.00 | .00 | 514,125.00 | 132,875.00 | 79.46 |
| 32221 | LICENSES/PERMITS | 32,500.00 | 1,800.00 | .00 | 8,325.00 | 24,175.00 | 25.62 |
| 33110 | FEDERAL GRANT | 769,000.00 | .00 | .00 | 58,552.20 | 710,447.80 | 7.61 |
| 33350 | STATE REVENUE | 4,789,308.00 | 410,039.19 | .00 | 592,757.49 | 4,196,550.51 | 12.38 |
| 33509 | INCOME TAX | 1,490,170.00 | 315,391.06 | .00 | 591,903.31 | 898,266.69 | 39.72 |
| 33525 | MOTOR FUEL TAX ALLOTMENT | 4,352,500.00 | 307,185.76 | .00 | 1,473,474.74 | 2,879,025.26 | 33.85 |
| 33529 | STATE REIMBURSEMENT-SALA | 1,674,800.00 | 175,199.45 | .00 | 700,385.23 | 974,414.77 | 41.82 |
| 33540 | INTERGOVERNMENTAL REVENUE | 314,000.00 | 2,362.33 | .00 | 9,526.80 | 304,473.20 | 3.03 |
| 34110 | FEES AND CHARGES | 298,100.00 | 5,526.66 | .00 | 66,456.55 | 231,643.45 | 22.29 |
| 34194 | RENT-BUILDING | 21,700.00 | .00 | .00 | 10,000.00 | 11,700.00 | 46.08 |
| 34220 | FLEET MAINTENANCE FEES | 679,785.00 | 56,548.75 | .00 | 227,395.00 | 452,390.00 | 33.45 |
| 34230 | BIRTH AND DEATH FEES | 265,000.00 | 14,637.00 | .00 | 82,273.00 | 182,727.00 | 31.05 |
| 34260 | WASTE DISPOSAL SURCHARGE | 210,000.00 | 16,406.78 | .00 | 59,674.02 | 150,325.98 | 28.42 |
| 34620 | PATIENT INCOME-PUBLIC AI | 460,000.00 | 8,112.87 | .00 | 92,700.09 | 367,299.91 | 20.15 |
| 34630 | PATIENT INCOME-PRIVATE | 91,500.00 | 1,153.97 | .00 | 12,757.77 | 78,742.23 | 13.94 |
| 34650 | CHARGES FOR SERVICES | 5,175,546.00 | 130,394.13 | .00 | 1,496,705.91 | 3,678,840.09 | 28.92 |
| 35125 | RESTITUTION | .00 | .00 | .00 | 7,371.00 | -7,371.00 | .00 |
| 35910 | INTEREST | 514,930.00 | 22,961.01 | .00 | 158,519.00 | 356,411.00 | 30.78 |
| 36001 | MISCELLANEOUS REVENUES | 163,750.00 | 9,224.11 | .00 | 24,213.46 | 139,536.54 | 14.79 |
| 42000 | TRANSFER IN | 1,934,425.00 | 135,833.35 | .00 | 543,333.40 | 1,391,091.60 | 28.09 |
| TOTAL | SPECIAL REVENUE | 39,878,924.00 | 1,615,356.42 | .00 | 6,730,448.97 | 33,148,475.03 | 16.88 |

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PEORIA COUNTY, IL
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 TOTALED ON: FUND TYPE
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FUND TYPE-2 SPECIAL REVENUE

| 2ND SUBTOTAL | TITLE | BUDGET | PERIOD EXPENDITURES | ENCUMBRANCES OUTSTANDING | YEAR TO DATE EXP | AVAILABLE BALANCE | YTD/ BUD |
|--------------|--------------------------|---------------|------------------------|-----------------------------|---------------------|----------------------|-------------|
| | TITLE NOT FOUND | 2,000.00 | 1,860.84 | .00 | 2,830.59 | -830.59 | 141.53 |
| 51030 | FULL-TIME EMPLOYEES | 9,858,480.00 | 702,141.93 | 4,679,355.22 | 2,753,028.75 | 2,426,096.03 | 75.39 |
| 51032 | PERSONAL SERVICES | 944,198.00 | 47,542.68 | 142,214.32 | 242,424.89 | 559,558.79 | 40.74 |
| 51240 | MEDICAL/HEALTH BENEFITS | 2,001,251.00 | 106,777.51 | 523,609.81 | 427,669.19 | 1,049,972.00 | 47.53 |
| 51500 | IMRF\FICA | 9,149,647.00 | 694,103.55 | 1,399,464.49 | 2,997,602.84 | 4,752,579.67 | 48.06 |
| 52040 | FOOD | 135,150.00 | 5,403.98 | .00 | 40,512.14 | 94,637.86 | 29.98 |
| 52090 | MAINTENANCE SUPPLIES | 555,500.00 | 40,877.03 | .00 | 190,404.81 | 365,095.19 | 34.28 |
| 52100 | GAS AND OIL PRODUCTS | 687,500.00 | 20,056.63 | .00 | 145,292.88 | 542,207.12 | 21.13 |
| 52120 | EMERGENCY RELIEF | 35,000.00 | .00 | .00 | 2,696.00 | 32,304.00 | 7.70 |
| 52200 | COMMODITIES | 3,796,877.00 | 189,364.95 | 6,613.12 | 1,074,641.25 | 2,715,622.63 | 28.48 |
| 53018 | AUDITING ACCTG COSTS | 1,650.00 | .00 | .00 | .00 | 1,650.00 | .00 |
| 53020 | POSTAGE | 21,000.00 | 7,791.49 | .00 | 15,949.49 | 5,050.51 | 75.95 |
| 53040 | DEPENDENT CHILD CARE | 350,000.00 | 10,822.50 | .00 | 29,220.75 | 320,779.25 | 8.35 |
| 53050 | MEDICAL SERVICES | 519,085.00 | 26,864.00 | 52,304.00 | 106,941.59 | 359,839.41 | 30.68 |
| 53068 | FLEET MAINTENANCE EXPENS | 22,950.00 | 1,812.50 | .00 | 8,450.00 | 14,500.00 | 36.82 |
| 53070 | CONSULTANT SERVICES | 709,089.00 | 27,181.50 | 66,788.75 | 64,994.26 | 577,305.99 | 18.58 |
| 53085 | RECYCLING HAUL/PROCESS | 75,000.00 | 1,097.30 | .00 | 4,046.97 | 70,953.03 | 5.40 |
| 53279 | PROGRAM DEVELOP/COORDINA | 1,050,200.00 | .00 | .00 | 233,070.54 | 817,129.46 | 22.19 |
| 53300 | AUTO REPAIR/MAINTENANCE | 151,000.00 | 8,361.20 | .00 | 23,051.24 | 127,948.76 | 15.27 |
| 53320 | BRIDGE REPAIR | 220,000.00 | 26,387.42 | .00 | 26,387.42 | 193,612.58 | 11.99 |
| 53340 | HIGHWAY REPAIR | 404,000.00 | 1,215.00 | .00 | 2,237.50 | 401,762.50 | .55 |
| 53350 | CONTRIBUTIONS & GRANTS | 215,632.00 | .00 | .00 | 26,300.07 | 189,331.93 | 12.20 |
| 53360 | MICROFILMING/FILM DEVELO | 85,973.00 | 12,804.34 | 2,459.20 | 18,318.34 | 65,195.46 | 24.17 |
| 53599 | UTILITIES GAS/ELECTRIC | 243,200.00 | 12,077.07 | .00 | 67,698.28 | 175,501.72 | 27.84 |
| 53999 | CONFERENCES & SEMINARS | 174,400.00 | 7,664.64 | .00 | 27,730.89 | 146,669.11 | 15.90 |
| 54001 | CONTRACTUAL SERVICES | 5,745,340.00 | 421,361.45 | 71,591.22 | 1,790,748.47 | 3,883,000.31 | 32.41 |
| 55080 | VEHICLES | 49,532.00 | .00 | .00 | 19,532.00 | 30,000.00 | 39.43 |
| 55100 | CAPITAL OUTLAY | 6,035,664.00 | 64,756.59 | -1,219.42 | 446,304.10 | 5,590,579.32 | 7.37 |
| 57001 | DEBT SERVICE PAYMENTS | 1,077,677.00 | -246,382.01 | .00 | 638,424.30 | 439,252.70 | 59.24 |
| 61000 | TRANSFERS OUT | 239,640.00 | 4,011.70 | .00 | 16,715.17 | 222,924.83 | 6.98 |
| | TOTAL SPECIAL REVENUE | 44,556,635.00 | 2,195,955.79 | 6,943,180.71 | 11,443,224.72 | 26,170,229.57 | 41.27 |

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SELECTION CRITERIA: ALL
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FUND TYPE-3 DEBT SERVICE

| 2ND SUBT- - - - TITLE - - - - | BUDGET | PERIOD RECEIPTS | RECEIVABLES | YEAR TO DATE RECEIPTS | AVAILABLE BALANCE | YTD/ BUD |
|-------------------------------|--------------|--------------------|-------------|--------------------------|----------------------|-------------|
| 31001 PROPERTY TAXES | 420,000.00 | .00 | .00 | .00 | 420,000.00 | .00 |
| 35910 INTEREST | 25,000.00 | .00 | .00 | 6,501.28 | 18,498.72 | 26.01 |
| 36000 MISCELLANEOUS REVENUES | 395,785.00 | .00 | .00 | .00 | 395,785.00 | .00 |
| 42000 TRANSFER IN | 3,900,885.00 | 394,850.74 | .00 | 1,974,253.70 | 1,926,631.30 | 50.61 |
| TOTAL DEBT SERVICE | 4,741,670.00 | 394,850.74 | .00 | 1,980,754.98 | 2,760,915.02 | 41.77 |

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TOTALLED ON: FUND TYPE
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FUND TYPE-3 DEBT SERVICE

| 2ND SUBTOTAL | TITLE | BUDGET | PERIOD EXPENDITURES | ENCUMBRANCES OUTSTANDING | YEAR TO DATE EXP | AVAILABLE BALANCE | YTD/ BUD |
|--------------|-----------------------|--------------|------------------------|-----------------------------|---------------------|----------------------|-------------|
| 54001 | CONTRACTUAL SERVICES | 5,800.00 | .00 | .00 | 825.00 | 4,975.00 | 14.22 |
| 57001 | DEBT SERVICE PAYMENTS | 4,748,660.00 | 1,109,104.38 | .00 | 1,109,104.38 | 3,639,555.62 | 23.36 |
| | TOTAL DEBT SERVICE | 4,754,460.00 | 1,109,104.38 | .00 | 1,109,929.38 | 3,644,530.62 | 23.35 |

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 TOTALED ON: FUND TYPE
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FUND TYPE-4 CAPITAL PROJECTS

| 2ND SUBT- - - - - | TITLE - - - - - | BUDGET | PERIOD RECEIPTS | RECEIVABLES | YEAR TO DATE RECEIPTS | AVAILABLE BALANCE | YTD/ BUD |
|------------------------|------------------------|--------------|--------------------|-------------|--------------------------|----------------------|-------------|
| 33900 | SALES TAXES | 4,560,550.00 | 299,222.13 | .00 | 1,429,076.03 | 3,131,473.97 | 31.34 |
| 35910 | INTEREST | 79,500.00 | 3,333.33 | .00 | 18,996.67 | 60,503.33 | 23.90 |
| 36001 | MISCELLANEOUS REVENUES | .00 | .00 | .00 | 300.00 | -300.00 | .00 |
| 42000 | TRANSFER IN | 800,000.00 | .00 | .00 | .00 | 800,000.00 | .00 |
| TOTAL CAPITAL PROJECTS | | 5,440,050.00 | 302,555.46 | .00 | 1,448,372.70 | 3,991,677.30 | 26.62 |

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FUND TYPE-4 CAPITAL PROJECTS

| 2ND SUBTOTAL | TITLE | BUDGET | PERIOD EXPENDITURES | ENCUMBRANCES OUTSTANDING | YEAR TO DATE EXP | AVAILABLE BALANCE | YTD/ BUD |
|--------------|------------------------|--------------|------------------------|-----------------------------|---------------------|----------------------|-------------|
| 52200 | COMMODITIES | 20,000.00 | .00 | .00 | .00 | 20,000.00 | .00 |
| 54001 | CONTRACTUAL SERVICES | 147,610.00 | .00 | 14,900.00 | 12,835.00 | 119,875.00 | 18.79 |
| 55100 | CAPITAL OUTLAY | 1,439,573.00 | 249,042.00 | 298,298.19 | 782,313.86 | 358,960.95 | 75.06 |
| 61000 | TRANSFERS OUT | 4,582,145.00 | 322,586.88 | .00 | 1,612,934.40 | 2,969,210.60 | 35.20 |
| | TOTAL CAPITAL PROJECTS | 6,189,328.00 | 571,628.88 | 313,198.19 | 2,408,083.26 | 3,468,046.55 | 43.97 |

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FUND TYPE-5 INTERNAL SERVICE

| 2ND SUBT- - - - - | TITLE - - - - - | BUDGET | PERIOD RECEIPTS | RECEIVABLES | YEAR TO DATE RECEIPTS | AVAILABLE BALANCE | YTD/ BUD |
|------------------------|------------------------|---------------|--------------------|-------------|--------------------------|----------------------|-------------|
| 31001 | PROPERTY TAXES | 1,402,285.00 | .00 | .00 | .00 | 1,402,285.00 | .00 |
| 34110 | FEEES AND CHARGES | 4,978,535.00 | 414,508.75 | .00 | 1,662,462.00 | 3,316,073.00 | 33.39 |
| 34300 | HEALTH FEES-EMPLOYEE | 2,397,600.00 | 135,968.91 | .00 | 542,582.13 | 1,855,017.87 | 22.63 |
| 34310 | HEALTH FEES-EMPLOYER | 6,505,920.00 | 353,840.00 | .00 | 1,406,144.19 | 5,099,775.81 | 21.61 |
| 34650 | CHARGES FOR SERVICES | 400,000.00 | 34,444.00 | .00 | 152,382.00 | 247,618.00 | 38.10 |
| 35910 | INTEREST | 137,470.00 | .00 | .00 | 21,651.90 | 115,818.10 | 15.75 |
| 36001 | MISCELLANEOUS REVENUES | 1,873,995.00 | 102,773.40 | .00 | 431,373.56 | 1,442,621.44 | 23.02 |
| TOTAL INTERNAL SERVICE | | 17,695,805.00 | 1,041,535.06 | .00 | 4,216,595.78 | 13,479,209.22 | 23.83 |

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FUND TYPE-5 INTERNAL SERVICE

| 2ND SUBTOTAL | TITLE | BUDGET | PERIOD EXPENDITURES | ENCUMBRANCES OUTSTANDING | YEAR TO DATE EXP | AVAILABLE BALANCE | YTD/ BUD |
|--------------|-------------------------|---------------|------------------------|-----------------------------|---------------------|----------------------|-------------|
| 51030 | FULL-TIME EMPLOYEES | 1,701,530.00 | 119,501.89 | 813,495.76 | 479,352.68 | 408,681.56 | 75.98 |
| 51032 | PERSONAL SERVICES | 605,850.00 | 74,734.25 | .00 | 261,977.45 | 343,872.55 | 43.24 |
| 51240 | MEDICAL/HEALTH BENEFITS | 368,250.00 | 27,627.76 | 56,863.23 | 191,493.00 | 119,893.77 | 67.44 |
| 51750 | MEDICAL CLAIMS | 6,965,000.00 | 558,397.81 | .00 | 2,319,597.45 | 4,645,402.55 | 33.30 |
| 51760 | PRESCRIPTION DRUGS | 1,602,000.00 | 52,983.37 | .00 | 449,433.41 | 1,152,566.59 | 28.05 |
| 51800 | UNEMPLOYMENT CLAIMS | 55,000.00 | .00 | .00 | .00 | 55,000.00 | .00 |
| 51810 | WORKER'S COMP CLAIMS | 300,000.00 | .00 | .00 | 142,523.21 | 157,476.79 | 47.51 |
| 52040 | FOOD | 2,500.00 | 219.50 | .00 | 439.60 | 2,060.40 | 17.58 |
| 52200 | COMMODITIES | 595,560.00 | 8,909.85 | 66,841.99 | 76,924.53 | 451,793.48 | 24.14 |
| 53020 | POSTAGE | 266,000.00 | 711.98 | 34,000.00 | 83,620.91 | 148,379.09 | 44.22 |
| 53046 | LIABILITY CLAIMS | 420,000.00 | 54,626.74 | .00 | 191,255.04 | 228,744.96 | 45.54 |
| 53050 | MEDICAL SERVICES | 35,000.00 | 1,902.00 | .00 | 6,180.00 | 28,820.00 | 17.66 |
| 53054 | EXCESS INSURANCE | 1,740,700.00 | 74,158.60 | .00 | 1,130,289.88 | 610,410.12 | 64.93 |
| 53070 | CONSULTANT SERVICES | 347,759.00 | .00 | 61,237.50 | 11,247.14 | 275,274.36 | 20.84 |
| 53999 | CONFERENCES & SEMINARS | 38,000.00 | 975.00 | .00 | 1,950.00 | 36,050.00 | 5.13 |
| 54001 | CONTRACTUAL SERVICES | 3,333,875.00 | 142,340.21 | 190,915.82 | 1,316,026.56 | 1,826,932.62 | 45.20 |
| 55100 | CAPITAL OUTLAY | 348,542.00 | 56,434.50 | 28,431.00 | 134,426.75 | 185,684.25 | 46.73 |
| | TOTAL INTERNAL SERVICE | 18,725,566.00 | 1,173,523.46 | 1,251,785.30 | 6,796,737.61 | 10,677,043.09 | 42.98 |

DATE: 07/02/2020
TIME: 13:20:50

PEORIA COUNTY, IL
REVENUE STATUS REPORT

PAGE NUMBER: 1
REVSTA11

SELECTION CRITERIA: orgn.fund='076'
ACCOUNTING PERIOD: 4/20

SORTED BY: FUND,2ND SUBTOTAL
TOTALLED ON: FUND
PAGE BREAKS ON: FUND

FUND-076 PEORIA COUNTY PARKING FAC

| 2ND SUBT- - - - - | TITLE - - - - - | BUDGET | PERIOD RECEIPTS | RECEIVABLES | YEAR TO DATE RECEIPTS | AVAILABLE BALANCE | YTD/ BUD |
|-------------------------------|-----------------|------------|--------------------|-------------|--------------------------|----------------------|-------------|
| 34196 | RENT-PARKING | 245,000.00 | 11,586.09 | .00 | 76,793.81 | 168,206.19 | 31.34 |
| 35910 | INTEREST | 19,000.00 | .00 | .00 | 7,757.42 | 11,242.58 | 40.83 |
| TOTAL PEORIA COUNTY PARKING F | | 264,000.00 | 11,586.09 | .00 | 84,551.23 | 179,448.77 | 32.03 |
| TOTAL REPORT | | 264,000.00 | 11,586.09 | .00 | 84,551.23 | 179,448.77 | 32.03 |

DATE: 07/02/2020
 TIME: 13:22:18

PEORIA COUNTY, IL
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
 EXPST11

SELECTION CRITERIA: orgn.fund='076'
 ACCOUNTING PERIOD: 4/20

SORTED BY: FUND,2ND SUBTOTAL
 TOTALED ON: FUND
 PAGE BREAKS ON: FUND

FUND-076 PEORIA COUNTY PARKING FAC

| 2ND SUBTOTAL | TITLE | BUDGET | PERIOD EXPENDITURES | ENCUMBRANCES OUTSTANDING | YEAR TO DATE EXP | AVAILABLE BALANCE | YTD/ BUD |
|--------------|-------------------------------|------------|------------------------|-----------------------------|---------------------|----------------------|-------------|
| 51030 | FULL-TIME EMPLOYEES | .00 | .00 | 7,957.43 | .00 | -7,957.43 | .00 |
| 51240 | MEDICAL/HEALTH BENEFITS | .00 | .00 | 319.20 | .00 | -319.20 | .00 |
| 52090 | MAINTENANCE SUPPLIES | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 52200 | COMMODITIES | 24,125.00 | .00 | .00 | 4,886.00 | 19,239.00 | 20.25 |
| 53070 | CONSULTANT SERVICES | 80,000.00 | 7,214.07 | .00 | 30,907.23 | 49,092.77 | 38.63 |
| 53599 | UTILITIES GAS/ELECTRIC | 11,000.00 | 582.37 | .00 | 2,607.55 | 8,392.45 | 23.71 |
| 54001 | CONTRACTUAL SERVICES | 73,305.00 | 8,329.10 | .00 | 12,603.07 | 60,701.93 | 17.19 |
| 56001 | BUILDING DEPRECIATION | .00 | 10,303.29 | .00 | 41,213.16 | -41,213.16 | .00 |
| | TOTAL PEORIA COUNTY PARKING F | 188,930.00 | 26,428.83 | 8,276.63 | 92,217.01 | 88,436.36 | 53.19 |
| | TOTAL REPORT | 188,930.00 | 26,428.83 | 8,276.63 | 92,217.01 | 88,436.36 | 53.19 |

| RES# | Account | Type | Account Name | Parcel# | Township | Total Collected | County Clerk | Auctioneer | Recorder/ Sec of State | Agent | Treasurer |
|-----------|---------|------|-------------------|---------------|----------------|-------------------|-----------------|----------------|------------------------|-------------------|-----------------|
| 06-20-001 | 0819155 | SAL | MCC RENTALS LLC | 17-10-277-017 | LIMESTONE | 824.50 | 170.89 | 7.50 | 134.00 | 450.00 | 62.11 |
| 06-20-002 | 0819547 | SAL | RODNEY FIELDS | 18-18-351-006 | CITY OF PEORIA | 824.50 | 169.12 | 7.50 | 128.00 | 450.00 | 69.88 |
| 06-20-003 | 0819083 | SAL | KEITH D. KING SR. | 14-33-253-010 | CITY OF PEORIA | 824.50 | 141.22 | 7.50 | 128.00 | 450.00 | 97.78 |
| Totals | | | | | | \$2,473.50 | \$481.23 | \$22.50 | \$390.00 | \$1,350.00 | \$229.77 |

Steven Rieker

Rachel Reliford

Sharon Williams

Phillip Salzer

Jennifer Groves Allison

William Watkins, Jr.

James Fennell

Committee Members

| | |
|----------------------------|-------------------|
| Clerk Fees | \$481.23 |
| Recorder/Sec of State Fees | \$390.00 |
| Total to County | \$1,101.00 |

Approved 6/24/20 (6-0 votes) Mr. Salzer absent

AGENDA BRIEFING

COMMITTEE: Executive
MEETING DATE: June 24, 2020

LINE ITEM: N/A
AMOUNT: N/A

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

BACKGROUND/DISCUSSION:

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

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

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

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

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

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

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

COUNTY BOARD GOALS:  HEALTHY VIBRANT COMMUNITIES

COMMITTEE ACTION: Approved 6/24/20 (11-0 votes)

PREPARED BY: Andrew Braun, Assistant Director

DEPARTMENT: Planning & Zoning

DATE: June 12, 2020

PARTICIPATION AGREEMENT

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

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

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

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

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

I. GENERAL DEFINITIONS

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of Sixteen Thousand - Fifty Dollars (\$16,050.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

- II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

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

III.2 Business represents and warrants that:

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

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

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

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

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

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

- III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.
- III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.
- III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.
- III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.
- III.7 Business acknowledges that no guarantee is being made by the Unit of Local Government that the grant awards being sought by the Unit of Local Government will be granted under this Agreement, or otherwise, that will benefit the Business. Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon the award of any local, state, or federal grant, including without limitation the actions or inactions of the Unit of Local Government in the application processes, public hearing processes, and notice processes related thereto.

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

IV. DEFAULT AND REMEDIES

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

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

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

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

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or

seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

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

- IV.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.
- IV.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.
- IV.4 If any legal proceeding(s) is commenced, which requires the Unit of Local Government to enforce the terms of this Agreement, or to otherwise enforce or foreclose upon the security interests created under Section 3.8, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding(s), the enforcement of this Agreement, and/or enforcement/foreclosure of said security interests.

V. TERMINATION

- V.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.
- V.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.
- V.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

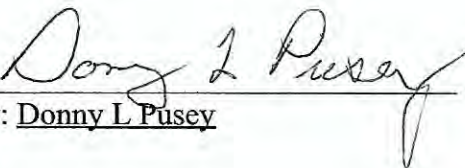
- VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.
- VI.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.
- VI.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- VI.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- VI.6 This Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties agree that the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.
- VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- VI.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the

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

- VI.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).
- VI.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).
- VI.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- VI.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.
- VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel; or (ii) waived their right to do so at this time.

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

C.D.A.C., Inc.


By: Donny L Pusey

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

COUNTY OF PEORIA

a body politic and political subdivision of
the State of Illinois

By: Honorable Andrew Rand
Its: County Board Chairperson

Address: 324 N Main Street
Peoria, IL 61602

PARTICIPATION AGREEMENT

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

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

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

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

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

I. GENERAL DEFINITIONS

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of Twenty-Five Thousand Dollars (\$25,000.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

- II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

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

III.2 Business represents and warrants that:

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

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

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

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

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

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

- III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.
- III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.
- III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.
- III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.
- III.7 Business acknowledges that no guarantee is being made by the Unit of Local Government that the grant awards being sought by the Unit of Local Government will be granted under this Agreement, or otherwise, that will benefit the Business. Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon the award of any local, state, or federal grant, including without limitation the actions or inactions of the Unit of Local Government in the application processes, public hearing processes, and notice processes related thereto.

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

IV. DEFAULT AND REMEDIES

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

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

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

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

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or

seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

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

- IV.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.
- IV.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.
- IV.4 If any legal proceeding(s) is commenced, which requires the Unit of Local Government to enforce the terms of this Agreement, or to otherwise enforce or foreclose upon the security interests created under Section 3.8, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding(s), the enforcement of this Agreement, and/or enforcement/foreclosure of said security interests.

V. TERMINATION

- V.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.
- V.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.
- V.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

- VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.
- VI.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.
- VI.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- VI.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- VI.6 This Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties agree that the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.
- VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- VI.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the

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

- VI.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33F-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/331-3 and 5/33-4).
- VI.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500)
- VI.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- VI.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9, 6.10, and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.
- VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel; or (ii) waived their right to do so at this time.

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

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


By: James W. Spears

Address: 2801 W Farmington Road
West Peoria IL 61604
Email: jim.spears50@yahoo.com

COUNTY OF PEORIA

a body politic and political subdivision of
the State of Illinois

By: _____
By: Honorable Andrew Rand
Its: County Board Chairperson

Address: 324 N Main Street
Peoria, IL 61602

PARTICIPATION AGREEMENT

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

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

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

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

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

I. GENERAL DEFINITIONS

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of Twenty-Five Thousand Dollars (\$25,000.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

- II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

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

III.2 Business represents and warrants that:

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

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

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

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

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

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

- III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.
- III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.
- III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.
- III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.
- III.7 Business acknowledges that no guarantee is being made by the Unit of Local Government that the grant awards being sought by the Unit of Local Government will be granted under this Agreement, or otherwise, that will benefit the Business. Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon the award of any local, state, or federal grant, including without limitation the actions or inactions of the Unit of Local Government in the application processes, public hearing processes, and notice processes related thereto.

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

IV. DEFAULT AND REMEDIES

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

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

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

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

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or

seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

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

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

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

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

V. TERMINATION

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

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

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

VI. GENERAL PROVISIONS

- VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.
- VI.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.
- VI.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- VI.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- VI.6 This Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties agree that the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.
- VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- VI.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the

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

- VI.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).
- VI.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).
- VI.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- VI.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.
- VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel; or (ii) waived their right to do so at this time.

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

Canam B&R, Inc.

COUNTY OF PEORIA

a body politic and political subdivision of
the State of Illinois

By: Joann Kempthorne

By: Honorable Andrew Rand

Its: County Board Chairperson

Address: 103 Roosevelt St.

Bartonville IL 61607

Email: jkempthorne@hotmail.com

Address: 324 N Main Street

Peoria, IL 61602

PARTICIPATION AGREEMENT

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

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

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

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

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

I. GENERAL DEFINITIONS

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of Twenty-Four Thousand Nine Hundred Six Dollars (\$24,906.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

- II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

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

III.2 Business represents and warrants that:

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

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

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

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

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

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

- III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.
- III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.
- III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.
- III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.
- III.7 Business acknowledges that no guarantee is being made by the Unit of Local Government that the grant awards being sought by the Unit of Local Government will be granted under this Agreement, or otherwise, that will benefit the Business. Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon the award of any local, state, or federal grant, including without limitation the actions or inactions of the Unit of Local Government in the application processes, public hearing processes, and notice processes related thereto.

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

IV. DEFAULT AND REMEDIES

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

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

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

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

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or

seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

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

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

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

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

V. TERMINATION

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

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

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

VI. GENERAL PROVISIONS

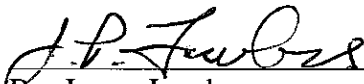
- VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.
- VI.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.
- VI.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- VI.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- VI.6 This Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties agree that the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.
- VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- VI.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the

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

- VI.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).
- VI.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).
- VI.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- VI.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.
- VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel; or (ii) waived their right to do so at this time.

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

JPLaw Services, Inc.


By: James Lawless

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

COUNTY OF PEORIA

a body politic and political subdivision of
the State of Illinois

By: Honorable Andrew Rand
Its: County Board Chairperson

Address: 324 N Main Street
Peoria, IL 61602

PARTICIPATION AGREEMENT

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

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

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

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

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

I. GENERAL DEFINITIONS

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of Twenty-Five Thousand Dollars (\$25,000.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

- II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

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

III.2 Business represents and warrants that:

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

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

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

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

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

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

- III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.
- III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.
- III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.
- III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.
- III.7 Business acknowledges that no guarantee is being made by the Unit of Local Government that the grant awards being sought by the Unit of Local Government will be granted under this Agreement, or otherwise, that will benefit the Business. Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon the award of any local, state, or federal grant, including without limitation the actions or inactions of the Unit of Local Government in the application processes, public hearing processes, and notice processes related thereto.

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

IV. DEFAULT AND REMEDIES

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

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

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

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

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or

seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

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

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

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

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

V. TERMINATION

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

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

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

VI. GENERAL PROVISIONS

- VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.
- VI.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.
- VI.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- VI.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- VI.6 This Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties agree that the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.
- VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- VI.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the

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

- VI.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).
- VI.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).
- VI.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- VI.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.
- VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel; or (ii) waived their right to do so at this time.

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

Wayne Printing Company



By: Kenneth Hoerr

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

COUNTY OF PEORIA

a body politic and political subdivision of
the State of Illinois

By: Honorable Andrew Rand
Its: County Board Chairperson

Address: 324 N Main Street
Peoria, IL 61602

PARTICIPATION AGREEMENT

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

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

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

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

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

I. GENERAL DEFINITIONS

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of Twenty-Five Thousand Dollars (\$25,000.00) representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

- II.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- II.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- II.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- II.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

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

III.2 Business represents and warrants that:

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

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

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

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

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

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

- III.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government, promptly upon its request, all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.
- III.4 The Business shall comply with all applicable local, state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.
- III.5 Business shall fully and completely release, discharge, indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, chairman, administrators, treasurers, clerks, attorneys, insurers, board members, department heads, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees), known or unknown, to which any of them may become subject insofar as they may arise out of, are related to, or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.
- III.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.
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III.8 Business acknowledges, understands, and agrees that the Unit of Local Government retains and reserves the right, prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the Unit of Local Government to the Business, to secure, encumber or otherwise request collateralization or other guarantees of any assets (real, personal or mixed) of the Business, or its owners/shareholders/members/partners, in order to secure the Business' performance as required under this Agreement. Without limiting the foregoing, the Unit of Local Government is hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary in the sole discretion of the Unit of Local Government or its designee. By signing this Agreement, the Business agrees to cooperate with any and all requests by the Unit of Local Government necessary in accomplishing the foregoing, including by signing and executing the necessary documentation (if any), providing any information requested by the Unit of Local Government (e.g. legal descriptions), and requiring its owners/shareholders/members/partners to cooperate for the aforesaid reasons as well.

IV. DEFAULT AND REMEDIES

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

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

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

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

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or

seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

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

- IV.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.
- IV.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.
- IV.4 If any legal proceeding(s) is commenced, which requires the Unit of Local Government to enforce the terms of this Agreement, or to otherwise enforce or foreclose upon the security interests created under Section 3.8, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding(s), the enforcement of this Agreement, and/or enforcement/foreclosure of said security interests.

V. TERMINATION

- V.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.
- V.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.
- V.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

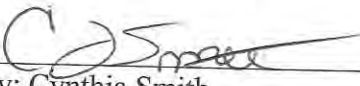
- VI.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice. Notwithstanding the foregoing, Notice by the Unit of Local Government may be given or delivered via e-mail to the Business at their e-mail address set forth below. All notices to the Unit of Local Government shall also include a copy to: County of Peoria, ATTN: Scott Sorrel, 324 N Main Street, Peoria IL 61602.
- VI.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.
- VI.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- VI.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- VI.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- VI.6 This Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties agree that the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.
- VI.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- VI.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the

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

- VI.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).
- VI.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).
- VI.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- VI.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.
- VI.13 The Business understands that this is a legally binding document. By signing below, the Business acknowledges it is signing this agreement knowingly, voluntarily and without coercion. The Business has been advised to retain legal counsel to review and advise regarding the contents of this Agreement, and the Business either (i) retained legal counsel; or (ii) waived their right to do so at this time.

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

Gil's Supper Club, Ltd.


By: Cynthia Smith

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

COUNTY OF PEORIA

a body politic and political subdivision of
the State of Illinois

By: Honorable Andrew Rand
Its: County Board Chairperson

Address: 324 N Main Street
Peoria, IL 61602

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

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

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

Yes, registered in _____ County No

Supported Business Address 1: 5701 So. Lafayette Ave.

Supported Business Address 2: _____

Supported Business City: Bartonville

Supported Business State: Illinois

Supported Business Zip: 99999-9999: 61607

Supported Business Phone Number 309-697-3468

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

Supported Business FEIN or ITIN: [REDACTED]

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

Supported Business SIC: <https://www.naics.com/sic-codes-industry-drilldown/> 70-89

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Pusey

First Name: Deborah

Title: Secretary

Daytime Phone: 309-697-3468

Home Phone: same

E-Mail: dkayp1949@aol.com

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

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

Funding Program Name: _____ Amount Received: \$ _____



| STATE OF ILLINOIS | | UNIFORM GRANT BUDGET TEMPLATE | | | Commerce & Economic Opportunity | |
|---|---------------|-------------------------------|--|--------------------|---------------------------------|-----------|
| Organization Name: | Peoria County | DUNS# | 071436208 | NOFO # | 2398-1381 | |
| CSFA Number: | 420-75-2398 | CSFA Description: | Downstate Small Business Stabilization | Fiscal Year: | 2020 | |
| SECTION A – STATE OF ILLINOIS FUNDS | | | | | | |
| Revenues | | | | Grant # | | |
| (a). State of Illinois Grant Amount Requested | | | | TOTAL REVENUE | | 16,050.00 |
| BUDGET SUMMARY STATE OF ILLINOIS FUNDS | | | | | | |
| Budget Expenditure Categories | | | | TOTAL EXPENDITURES | | |
| 15. <u>Working Capital</u> | | | | \$ 16,050.00 | | |
| 18. Total Costs State Grant Funds | | | | \$ 16,050.00 | | |

SECTION - A (continued) Indirect Cost Rate Information

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

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

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

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

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

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

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

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

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

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

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

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

_____ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5)) Or;

_____ Complies with other statutory policies (please specify):

The Restricted Indirect Cost Rate is _____ %

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

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

| |
|--|
| Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy) |
| Approving Federal/State agency (please specify): _____ |
| The Indirect Cost Rate is: _____ 0 % The Distribution Base is: _____ |

Section C - Budget Worksheet & Narrative

Peoria County

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

| Description | Quantity | Basis | Cost | Length of time | Capital Cost |
|---|----------|----------------|--------------------|----------------|---------------------|
| Personnel (Salaries and Wages) | | | \$ | | - |
| Fringe Benefits | | | \$ | | - |
| Occupancy (Rent/Mortgage Payments) | | | \$ | | - |
| Utilities (Electrical, Gas, Water, Sewer) | 1 | <i>monthly</i> | \$ 500.00 | 2 | 1,000.00 |
| Telecommunications & Internet | | | \$ | | - |
| Inventory/Goods Necessary to do Business | 1 | <i>monthly</i> | \$ 5,000.00 | 2 | 10,000.00 |
| Supplies (office-related) | | | \$ | | - |
| Contractual Services (pest control, cleaning, etc.) | 1 | <i>monthly</i> | \$ 500.00 | 1 | 500.00 |
| Other (specify): insurance | 1 | <i>once</i> | \$ 1,500.00 | 1 | 1,500.00 |
| Other (specify): real estate taxes | 1 | <i>once</i> | \$ 2,350.00 | 1 | 2,350.00 |
| Other (specify): city license to operate | 1 | <i>monthly</i> | \$ 350.00 | 2 | 700.00 |
| | | | State Total | | \$ 16,050.00 |

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

Working Capital Narrative (State):

60 working capital costs

Section C - Budget Worksheet & Narrative

Peoria County

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

| <i>Budget Category</i> | <i>State</i> | <i>Total</i> |
|-----------------------------------|---------------------|---------------------|
| <i>15. Working Capital</i> | \$ 16,050.00 | \$ 16,050.00 |
| <i>State Request</i> | \$ 16,050.00 | |
| <i>Non-State Amount</i> | | |
| <i>TOTAL PROJECT COSTS</i> | \$ | 16,050.00 |

| | | |
|----------------------------------|--|--|
| Agency Approval | STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE | AGENCY: Commerce & Economic Opportunity |
| Organization Name: Peoria County | CSFA Description: Downstate Small Business Stabilization | NOFO # 2398-1381 |
| CSFA # 420-75-2398 | DUNS #071436208 | Fiscal Year: 2020 |
| Grant Number | 0 | |

Final Budget Amount Approved

\$ 16,050.00

Program Approval Signature

Date

Fiscal & Administrative Approval

Signature

Date

Budget Revision Approved

Program Approval Signature

Date

Fiscal & Administrative Approval

Signature

Date

§200.308 Revision of budget and program plans

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

C.D.A.C., INC. PROJECT SUMMARY

C D A C is a carnival consisting of rides, food, and games that is based in Peoria County. We are family owned and our daughter who is the concession manager is fourth generation in the business.

We provide the carnival for local county fairs and festivals. A portion of our income goes back to the community. The funds we have raised have helped volunteer fire departments, ambulance services, churches, American Legion and VFW, etc. We have raised funds to maintain the swimming pool in Bartonville for over 25 years.

We only work 20 weeks a year between mid May and mid September. Because of this pandemic our events have been cancelled through mid July. Under the Restore Illinois plan, we would not be able to begin operations until Phase 5. We fear our entire 2020 season will be lost.

We have received some SBA PPP funding and plan to begin operating one of our food trailers in the parking lot of a local business. This funding will pay for the employees' salaries but not for needed supplies, inspection, insurance, taxes, etc.

We want our business to survive this. We have worked hard to build and maintain our operation.

NET INCOME VERIFICATION

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

| Fiscal Year Ending: | Net Income | Net Income derived from Profit/Loss Statement? (Yes/No) | Net Income calculated from total sales – total expenses? (Yes/No) | Cash Balance |
|----------------------------|-------------------|--|--|---------------------|
| December 31, 2017 | 22713.59 | Yes | | 75587.74 |
| December 31, 2018 | 10339.75 | Yes | | 85927.49 |
| December 31, 2019 | 1525.92 | Yes | | 87453.41 |
| Current: | | | | |

JANUARY, 2020 MONTHLY BUDGET

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

| Budget Item | Total Monthly Expenditures | Monthly Net Income Computation |
|--|-----------------------------------|---------------------------------------|
| Total Income | | |
| Personnel (Salary & Wages) | seasonal business | |
| Fringe Benefits | | |
| Equipment | | |
| Inventory | | |
| Supplies | | |
| Occupancy (Rent & Utilities) | | |
| Telecommunications | | |
| Other (Specify) | | |
| Other (Specify) | | |
| Other (Specify) | | |
| Total of All Expenditures | | |
| Monthly Net Income (Total Income – Total of All Expenditures) | | |

BUSINESS CERTIFICATIONS

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

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

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

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

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

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

Deborah K. Pusey

 Signature of Chief Executive Officer
Deborah K. Pusey

 Typed Name of Chief Executive Officer
C.D.A.C., Inc.

 Name of Business
5701 So. Lafayette, Bartonville

 Business Address

06/03/2020

 Date

 FEIN #
N/A

 DUNS #
70-89

 SIC #



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 53824455

Entity Name C.D.A.C., INC.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Wednesday, 24 April 1985

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name
GREGORY A MESCHER

Address

108 S WOOD STREET
WASHINGTON , IL 61571

Change Date
Tuesday, 4 January 2000

Annual Report

Filing Date
Wednesday, 29 April 2020

For Year
2020

Officers

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

Secretary
Name & Address
DEBORAH K PUSEY SAME

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

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

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

Yes, registered in Peoria County No

Supported Business Address 1: 2801 W. Farmington Road

Supported Business Address 2: _____

Supported Business City: West Peoria

Supported Business State: IL

Supported Business Zip: 99999-9999: 61604

Supported Business Phone Number 309-676-4021

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

Supported Business FEIN or ITIN: 

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

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

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Spears

First Name: James W.

Title: President

Daytime Phone: 309-635-3759

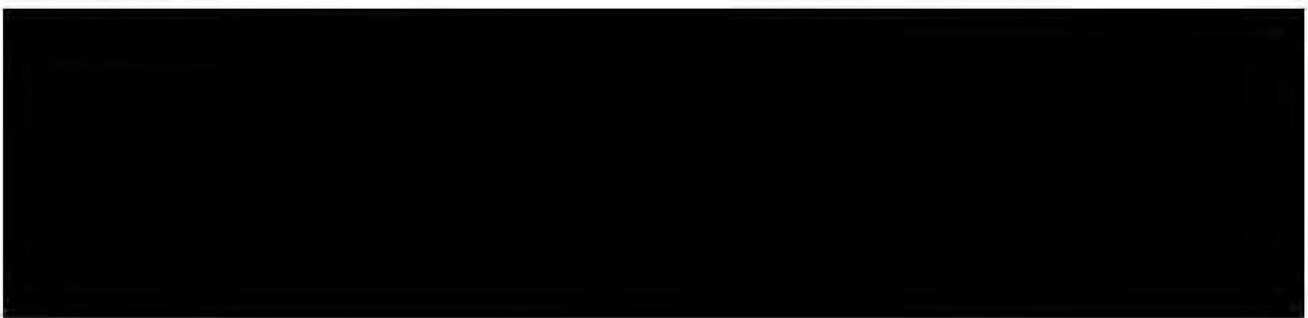
Home Phone: 309-635-3759

E-Mail: Jim.spears50@yahoo.com

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

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

Funding Program Name: _____ Amount Received: \$ _____



| STATE OF ILLINOIS | | UNIFORM GRANT BUDGET TEMPLATE | | Commerce & Economic Opportunity | |
|---|--|-------------------------------|--|---------------------------------|---------------|
| Organization Name: | Peoria County | DUNS# | 071436208 | NOFO # | 2398-1381 |
| CSFA Number: | 420-75-2398 | CSFA Description: | Downstate Small Business Stabilization | Fiscal Year: | 2020 |
| SECTION A -- STATE OF ILLINOIS FUNDS | | | | | |
| Revenues | | | | | TOTAL REVENUE |
| (a). State of Illinois Grant Amount Requested | | | | | \$ 25,000.00 |
| BUDGET SUMMARY STATE OF ILLINOIS FUNDS | | | | | |
| Budget Expenditure Categories | OMB Uniform Guidance Federal Awards Reference 2 CFR 200 | | TOTAL EXPENDITURES | | |
| 15. <u>Working Capital</u> | | | \$ 25,000.00 | | |
| 18. Total Costs State Grant Funds | | | \$ 25,000.00 | | |

SECTION - A (continued) Indirect Cost Rate Information

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

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

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

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

2a) Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).
NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.
NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).
NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:
 Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200 Appendix IV (5)) Or;
 Complies with other statutory policies (please specify):
 The Restricted Indirect Cost Rate is _____ %

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

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

Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)
 Approving Federal/State agency (please specify): _____
 The Indirect Cost Rate is: _____ 0 % The Distribution Base is: _____

Section C - Budget Worksheet & Narrative

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

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

| | |
|---|--|
| Working Capital Narrative (State): 60 working capital costs | Total State-Funded Working Capital \$ 25,000.00 |
|---|--|

Section C - Budget Worksheet & Narrative

Peoria County

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

| <i>Budget Category</i> | <i>State</i> | <i>Total</i> |
|-----------------------------------|---------------------|---------------------|
| <i>15. Working Capital</i> | \$ 25,000.00 | \$ 25,000.00 |
| <i>State Request</i> | \$ 25,000.00 | |
| <i>Non-State Amount</i> | | |
| <i>TOTAL PROJECT COSTS</i> | \$ | 25,000.00 |

| | | |
|----------------------------------|--|--|
| Agency Approval | STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE | AGENCY: Commerce & Economic Opportunity |
| Organization Name: Peoria County | CSFA Description: Downstate Small Business Stabilization | NOFO # 2398-1381 |
| CSFA # 420-75-2398 | DUNS #071436208 | Fiscal Year: 2020 |
| Grant Number | 0 | |

Final Budget Amount Approved

\$ 25,000.00

Program Approval Signature

Date

Fiscal & Administrative Approval
Signature

Date

Budget Revision Approved

Program Approval Signature

Date

Fiscal & Administrative Approval
Signature

Date

§200.308 Revision of budget and program plans

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

JIM KOU INC DBA JIMMYS BAR PROJECT SUMMARY

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

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

NET INCOME VERIFICATION

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

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

JANUARY, 2020 MONTHLY BUDGET

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

| Budget Item | Total Monthly Expenditures | Monthly Net Income Computation |
|--|-----------------------------------|---------------------------------------|
| Total Income | | 51830 |
| Personnel (Salary & Wages) | 8312 | |
| Fringe Benefits | 1058 | |
| Equipment | | |
| Inventory | 22564 | |
| Supplies | 1116 | |
| Occupancy (Rent & Utilities) | 1690 | |
| Telecommunications | | |
| Other (Specify) Advertising | 2613 | |
| Other (Specify) Repairs and mainten: | 652 | |
| Other (Specify) Miscellaneous | 899 | |
| Total of All Expenditures | | 38904 |
| Monthly Net Income (Total Income – Total of All Expenditures) | | 12926 |

DOCUMENTATION of EMPLOYEE STATUS

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

| Employee Name | Employee's Last 4 Digits of Social Security # | Status on 12/31/19 | | Current Status | | | |
|-------------------|---|--------------------|----------------------|---------------------------------------|---------------------------|----------------------|------------|
| | | Employed | Hired after 12/31/19 | Employed working at business location | Employed working remotely | Temporarily Laid Off | Terminated |
| Alice Ardis | 2721 | yes | no | yes | no | yes | no |
| Hannah Baysinger | 1267 | yes | no | yes | no | yes | no |
| Ruthie Bertram | 2350 | yes | no | yes | no | yes | no |
| Tracy Carson | 6358 | yes | no | yes | no | yes | no |
| Tom Eckstein | 1302 | yes | no | yes | no | yes | no |
| Melissa Goodhart | 0518 | yes | no | yes | no | yes | no |
| Annie Jockish | 4088 | yes | no | yes | no | yes | no |
| Scott Moon | 9985 | yes | no | yes | no | yes | no |
| Tara Nguyen | 5429 | yes | no | yes | no | yes | no |
| Whitney Norton | 8687 | yes | no | yes | no | yes | no |
| Jake Rockhold | 5122 | yes | no | yes | no | yes | no |
| Samantha Rockhold | 9919 | yes | no | yes | no | yes | no |
| Adam Sidler | 5951 | yes | no | yes | no | yes | no |
| Annie Spears | 4099 | yes | no | yes | no | yes | no |
| Grace Spears | 6053 | yes | no | yes | no | yes | no |
| Isabel Spears | 6683 | yes | no | yes | no | yes | no |
| James Spears | 5745 | yes | no | yes | no | yes | no |
| Molly Spears | 3799 | yes | no | yes | no | yes | no |
| Samantha Spears | 9919 | yes | no | yes | no | yes | no |
| Jackson Ulrich | 3947 | yes | no | yes | no | yes | no |
| Alisha White | 8706 | yes | no | yes | no | yes | no |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL: | | 21 | | | | | |

BUSINESS CERTIFICATIONS

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

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

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

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

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

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



Signature of Chief Executive Officer

James W. Spears

Typed Name of Chief Executive Officer

JIM-KOU, Inc.

Name of Business

2801 W. Farmington Rd., We

Business Address

06/04/2020

Date



FEIN #

NA

DUNS #

5812, 5813

SIC #



To all to whom these Presents Shall Come, Greeting:

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

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

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



Jesse White

SECRETARY OF STATE

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Canam B&R Inc

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

Yes, registered in _____ County No

Supported Business Address 1: 103 Roosevelt St

Supported Business Address 2: _____

Supported Business City: Bartonville

Supported Business State: IL

Supported Business Zip: 99999-9999: 61607

Supported Business Phone Number 309-697-2023

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

Supported Business FEIN or ITIN: 

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

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

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Kempthorne

First Name: Joann

Title: Owner

Daytime Phone: 309-472-7157

Home Phone: 309-472-7157

E-Mail: jkempthorne@hotmail.com

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

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

Funding Program Name: _____ Amount Received: \$ _____



| STATE OF ILLINOIS | | UNIFORM GRANT BUDGET TEMPLATE | | Commerce & Economic Opportunity | |
|---|---------------|--|--|---------------------------------|-----------|
| Organization Name: | Peoria County | DUNS# | 071436208 | NOFO # | 2398-1381 |
| CSFA Number: | 420-75-2398 | CSFA Description: | Downstate Small Business Stabilization | Fiscal Year: | 2020 |
| SECTION A -- STATE OF ILLINOIS FUNDS | | | | | |
| Revenues | | | | | |
| (a). State of Illinois Grant Amount Requested | | | | | |
| BUDGET SUMMARY STATE OF ILLINOIS FUNDS | | | | | |
| Budget Expenditure Categories | | OMB Uniform Guidance Federal Awards Reference 2 CFR 200 | | TOTAL EXPENDITURES | |
| 15. <u>Working Capital</u> | | | | \$ 25,000.00 | |
| 18. Total Costs State Grant Funds | | | | \$ 25,000.00 | |

SECTION - A (continued) Indirect Cost Rate Information

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

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

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

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

2a) Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).
NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.
NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).
NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:
 Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;
 Complies with other statutory policies (please specify):
 The Restricted Indirect Cost Rate is _____ %

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

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

Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)
 Approving Federal/State agency (please specify): _____
 The Indirect Cost Rate is: _____ 0 % The Distribution Base is: _____

Section C - Budget Worksheet & Narrative

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

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

Working Capital Narrative (State):
60 working capital costs

Section C - Budget Worksheet & Narrative

Peoria County

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

| <i>Budget Category</i> | <i>State</i> | <i>Total</i> |
|-----------------------------------|---------------------|---------------------|
| <i>15. Working Capital</i> | \$ 25,000.00 | \$ 25,000.00 |
| <i>State Request</i> | \$ 25,000.00 | |
| <i>Non-State Amount</i> | | |
| <i>TOTAL PROJECT COSTS</i> | \$ | 25,000.00 |

| | | |
|----------------------------------|--|--|
| Agency Approval | STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE | AGENCY: Commerce & Economic Opportunity |
| Organization Name: Peoria County | CSFA Description: Downstate Small Business Stabilization | NOFO # 2398-1381 |
| CSFA # 420-75-2398 | DUNS #071436208 | Fiscal Year: 2020 |
| Grant Number | 0 | |

Final Budget Amount Approved _____ Program Approval Signature _____ Date _____
Fiscal & Administrative Approval _____ Signature _____ Date _____

\$ 25,000.00

Budget Revision Approved _____ Program Approval Signature _____ Date _____
Fiscal & Administrative Approval _____ Signature _____ Date _____

§200.308 Revision of budget and program plans _____

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

CANAM B&R INC PROJECT SUMMARY

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

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

What would be the specific use of the funds? The business would use the funds to support our monthly rent, cost of utilities, and the partial cost of goods purchased to operate. Previous COVID-19 funding: The business received a PPP grant for wages and fringe benefits for our employees. The grant we are seeking from this application will be for working capital only.

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

Explain your commitment to remain open or reopen and retain or re-employ permanent jobs. "Hammer" Bar & Restaurant has been a Bartonville fixture for over 20 years. The business has been a terrific community sponsor and is recognized as a stable/successful business. During our annual operations, we often hold fundraisers for a variety of groups including St. Jude, Biker for Ta Ta, Lime Stone Community High School athletic, local churches, homeless shelter, and others. Our goal is to weather this financial storm with the assistance of the grant opportunities and get back to full operation in the next few months and the ability to rehire laid-off staff.

NET INCOME VERIFICATION

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

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

JANUARY, 2020 MONTHLY BUDGET

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

| Budget Item | Total Monthly Expenditures | Monthly Net Income Computation |
|--|----------------------------|--------------------------------|
| Total Income | | 48,580 |
| Personnel (Salary & Wages) | 8,175 | |
| Fringe Benefits | 900 | |
| Equipment | 139 | |
| Inventory | | |
| Supplies | 1,805 | |
| Occupancy (Rent & Utilities) | 5,680 | |
| Telecommunications | 150 | |
| Other (Specify) | 22,069 | |
| Other (Specify) | 4,374 | |
| Other (Specify) | 4,791 | |
| Total of All Expenditures | | 48,083 |
| Monthly Net Income (Total Income – Total of All Expenditures) | | 497 |

BUSINESS CERTIFICATIONS

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

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

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

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

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

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


Signature of Chief Executive Officer

06/05/2020

Date

Joann Kempthorne
Typed Name of Chief Executive Officer

Canam B&R Inc

Name of Business

103 Roosevelt St., Bartonville, IL

Business Address

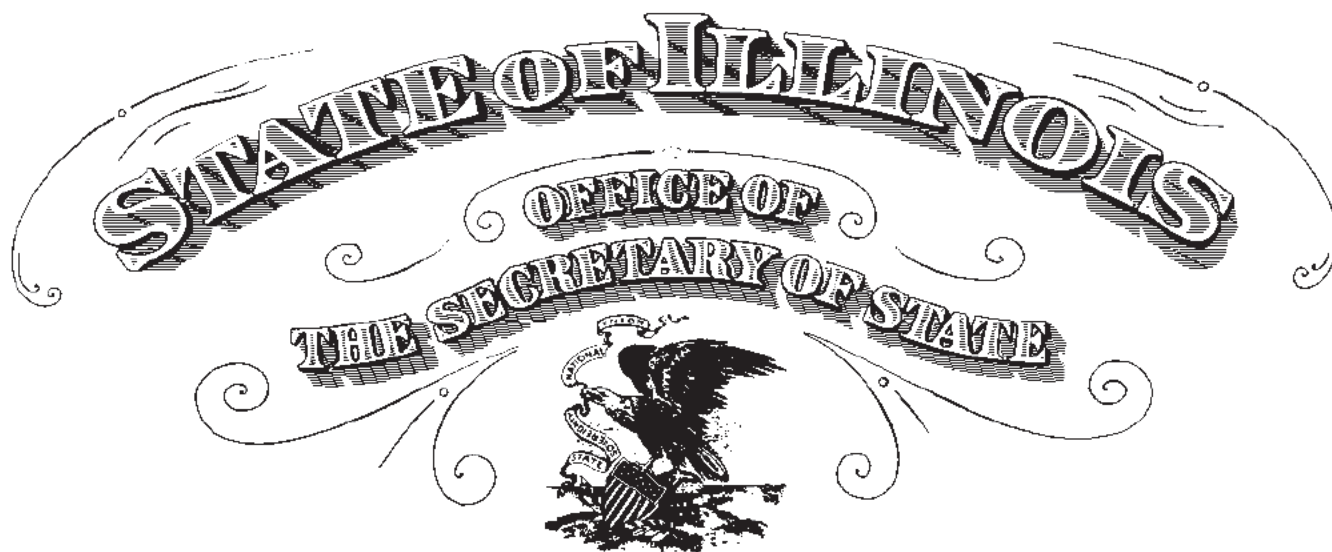


FEIN #

DUNS #

5812

SIC #



To all to whom these Presents Shall Come, Greeting:

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

CANAM B&R INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 22, 2007, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

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



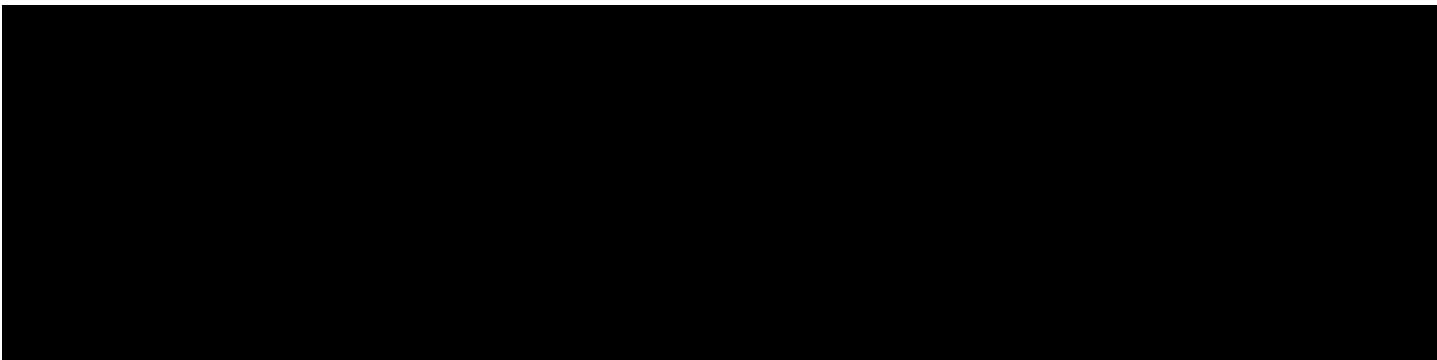
Authentication #: 2015502170 ver f ab e unt 06/03/2021
Authenticate at: <http://www.cyberdrive.no.s.com>

Jesse White

SECRETARY OF STATE

IV. BENEFITING BUSINESS INFORMATION**Name of Business this application is in support of:**Supported Business Name: JPLaw Services

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

 Yes, registered in Peoria County NoSupported Business Address 1: 4440 N. Prospect Rd.Supported Business Address 2: Suite CSupported Business City: Peoria HeightsSupported Business State: ILSupported Business Zip: 99999-9999: 61616-6580Supported Business Phone Number 309-688-2155Supported Business E-Mail Address: orders.kk602@kk602@comcast.netSupported Business FEIN or ITIN: [REDACTED]Supported Business DUNS (if not available, insert N./A): 185475006Supported Business SIC: <https://www.naics.com/sic-codes-industry-drilldown/> 733400**Supported Business Authorized Signatory Contact:***Signatory must sign Participation Agreement and Business Certification Form*Last Name: LawlessFirst Name: JamesTitle: PresidentDaytime Phone: 309-688-2155Home Phone: 309-690-3278E-Mail: jlawless.kk602@comcast.netHas this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? No Yes If yes, provide the name/type of assistance and amount:Funding Program Name: PPP Amount Received: \$ 12,300.00Funding Program Name: EIDL Amount Received: \$ 2,000.00

JPLAW SERVICES INC PROJECT SUMMARY

I have been in business 16.5 years operating at the current location for 6 years. We are a 100% locally owned **digital print services business**.

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

A large portion of my business is based on organizations and companies having large events. I print a large number of programs for graduation, plays, dance recitals and fundraising events. I print signs and banners for community events and concerts. I also print and mail invites for large not for profit organizations' events. None of these events can take place or will take place as all large events have been cancelled through the summer.

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

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

NET INCOME VERIFICATION

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

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

JANUARY, 2020 MONTHLY BUDGET

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

| Budget Item | Total Monthly Expenditures | Monthly Net Income Computation |
|--|-----------------------------------|---------------------------------------|
| Total Income | | 15700 |
| Personnel (Salary & Wages) | 4710 | |
| Fringe Benefits | 0 | |
| Equipment | 2080 | |
| Inventory | 2500 | |
| Supplies | 475 | |
| Occupancy (Rent & Utilities) | 2695 | |
| Telecommunications | 585 | |
| Other (Specify) Insurance | 160 | |
| Other (Specify) Job Outs, Copier Ma | 3500 | |
| Other (Specify) Int, Adv, Fees, Dues | 875 | |
| Total of All Expenditures | | 17580 |
| Monthly Net Income (Total Income – Total of All Expenditures) | | -1880 |

BUSINESS CERTIFICATIONS

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

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

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

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

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

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

| | |
|---|--|
| | 06/09/2020 |
| Signature of Chief Executive Officer | Date |
| James P. Lawless | |
| Typed Name of Chief Executive Officer |  |
| JPLaw Services, Inc. dba Kwik Kopy Business Solutions | FEIN # |
| Name of Business | 185475006 |
| 4440 N. Prospect Rd., Ste C, Peoria Heights, IL 61616 | DUNS # |
| Business Address | 733400 |
| | SIC # |



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 63268267
Entity Name JPLAW SERVICES, INC.
Status ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Monday, 15 December 2003

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

JAMES P. LAWLESS

Address

5918 N BRIARWOOD LANE
PEORIA , IL 61614

Change Date

Monday, 15 December 2003

Annual Report

Filing Date

Friday, 15 November 2019

For Year

2019

Officers

President

Name & Address

JAMES P LAWLESS 5918 NORTH BRIARWOOD LANE PEORIA 61614

Secretary

Name & Address

SAME

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

IV BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Wayne Printing Company

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

Yes, registered in Peoria County No

Supported Business Address 1 7917 N Kickapoo-Edwards Road

Supported Business Address 2: _____

Supported Business City: Edwards

Supported Business State: IL

Supported Business Zip: 99999-9999: 61528

Supported Business Phone Number (309)691-2496

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

Supported Business FEIN or ITIN: [REDACTED]

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

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

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Hoerr

First Name: Kenneth

Title: President

Daytime Phone: (309)635-2764

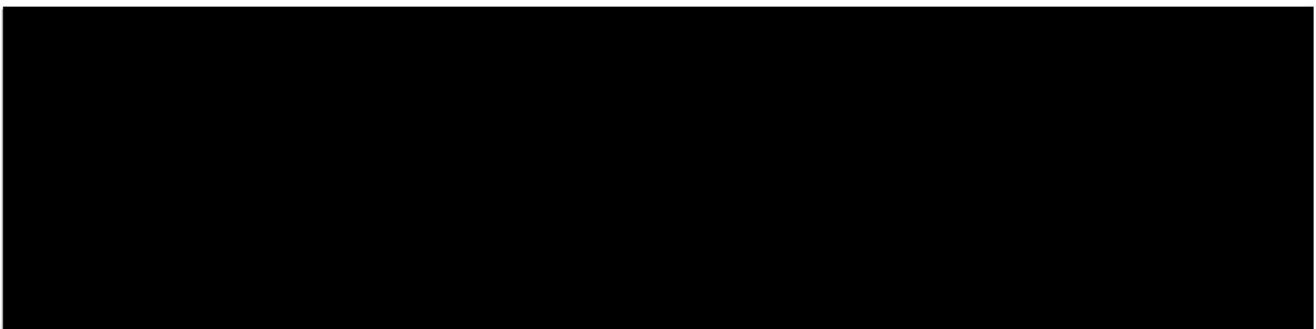
Home Phone: _____

E-Mail: khoerr@mtco.com

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

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

Funding Program Name: _____ Amount Received: \$ _____



WAYNE PRINTING PROJECT SUMMARY

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

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

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

NET INCOME VERIFICATION

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

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

JANUARY, 2020 MONTHLY BUDGET

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

| Budget Item | Total Monthly Expenditures | Monthly Net Income Computation |
|--|----------------------------|--------------------------------|
| Total Income | | 67,865 |
| Personnel (Salary & Wages) | 50,684 | |
| Fringe Benefits | 0 | |
| Equipment | 866 | |
| Inventory | 3,650 | |
| Supplies | 1,926 | |
| Occupancy (Rent & Utilities) | 5009 | |
| Telecommunications | 502 | |
| Other (Specify) Lease Payments | 2,750 | |
| Other (Specify) Insurance | 4,350 | |
| Other (Specify) Professional SVC | 800.00 | |
| Total of All Expenditures | | 70,537 00 |
| Monthly Net Income (Total Income – Total of All Expenditures) | | 2672 00 |

DOCUMENTATION of EMPLOYEE STATUS

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

| Employee Name | Employee's Last 4 Digits of Social Security # | Status on 12/31/19 | | Current Status | | | |
|------------------------|---|--------------------|----------------------|---------------------------------------|---------------------------|----------------------|------------|
| | | Employed | Hired after 12/31/19 | Employed working at business location | Employed working remotely | Temporarily Laid Off | Terminated |
| Beard, Billie Joe | 2540 | X | | X | | | |
| Brackett, LuAnne | 8204 | X | | X | | | |
| Chapman, Donald | 0206 | X | | X | | | |
| Emhoff, Brian | 9761 | X | | X | | | |
| Guimond, Garry | 8833 | | | | | | X |
| Hoerr Joseph E | 7224 | X | | X | | | |
| Hoerr Scott J | 6870 | X | | X | | | |
| Kinney Chris M | 9669 | X | | X | | | |
| Marinich, Kimberly L | 5306 | | | | | | X |
| Mattern, Christopher L | 2327 | X | | X | | | |
| McCoy, Sue E | 0363 | X | | X | | | |
| Nauman, Vicky S | 5979 | X | | X | | | |
| Norwood, Eric E. | 4451 | X | | X | | | |
| Parr Valerie A | 9291 | X | | X | | | |
| Schultz, Charity A | 143 | | | | | X | |
| Skinner Tom E | 4171 | | | | | X | |
| Swigert, Charles | 9180 | X | | X | | | |
| York, Dennis D | 0590 | X | | X | | | |
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| TOTAL: | | 14 | | | | | |

BUSINESS CERTIFICATIONS

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

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

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

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

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

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



Signature of Chief Executive Officer

Kenneth E Hoerr

Typed Name of Chief Executive Officer

Wayne Printing Company

Name of Business

7917 N Kickapoo-Edwards Rd

Business Address

06/10/2020

Date



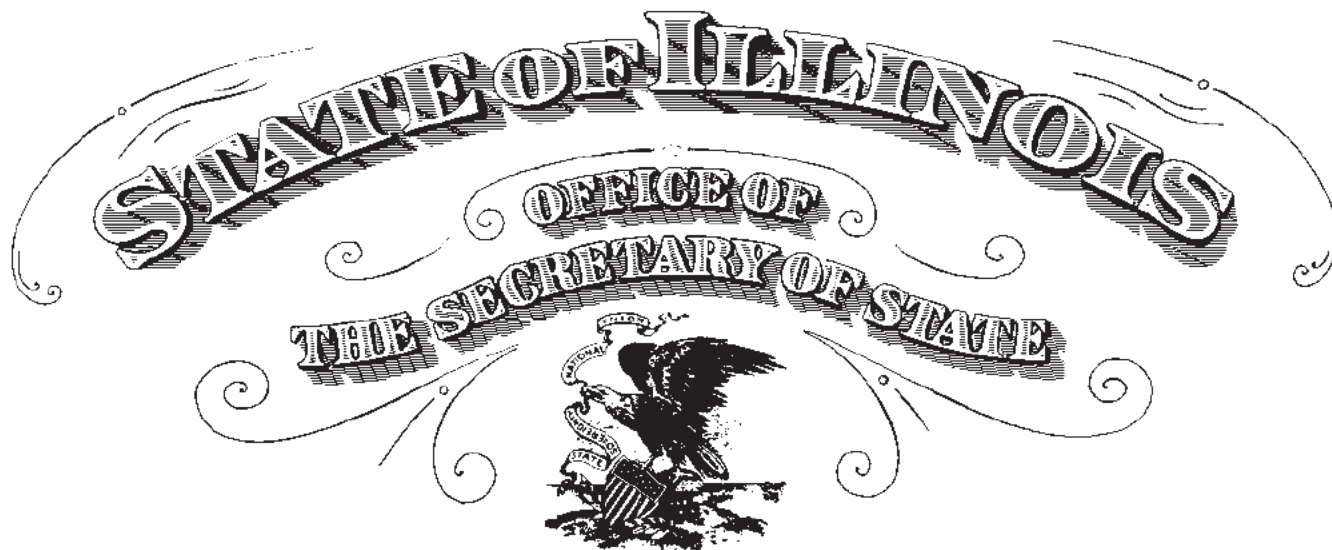
FEIN #

N/A

DUNS #

2759

SIC #



To all to whom these Presents Shall Come, Greeting:

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

WAYNE PRINTING COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 04, 1990, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 9TH day of JUNE A.D. 2020 .



Authentication #: 2016103154 ver f ab e unt 06/09/2021

Authenticate at: <http://www.cyberdrive.illinois.gov>

Jesse White

SECRETARY OF STATE

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

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

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

Yes, registered in _____ County No

Supported Business Address 1: 12703 W Farmington Rd

Supported Business Address 2: _____

Supported Business City: Hanna City

Supported Business State: Illinois

Supported Business Zip: 99999-9999: 61536

Supported Business Phone Number 309-565-7889

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

Supported Business FEIN or ITIN: [REDACTED]

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

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

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Smith

First Name: Cynthia

Title: President

Daytime Phone: 309-370-3133

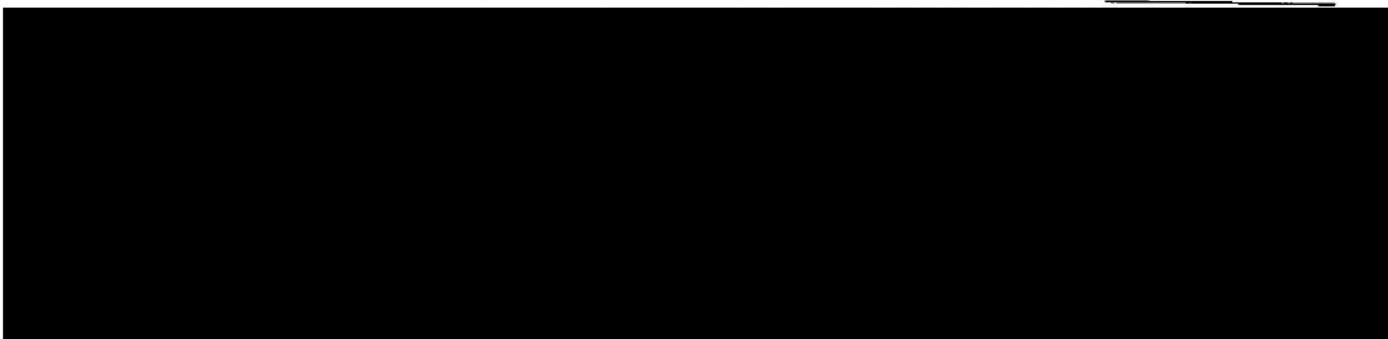
Home Phone: 309-370-3133

E-Mail: goouttoeat59@gmail.com

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

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

Funding Program Name: _____ Amount Received: \$ _____



DOCUMENTATION of EMPLOYEE STATUS

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

| Employee Name | Employee's Last 4 Digits of Social Security # | Status on 12/31/19 | | Current Status | | | |
|----------------------|---|--------------------|----------------------|---------------------------------------|---------------------------|----------------------|------------|
| | | Employed | Hired after 12/31/19 | Employed working at business location | Employed working remotely | Temporarily Laid Off | Terminated |
| Barbour, Maudie | 5152 | x | | | | x | |
| Brown-Stenger Meleah | 3421 | x | | x | | | |
| Baysingar, Carter | 8336 | x | | x | | | |
| Binegar, Samantha | 0537 | | x | | | x | |
| Blacet, Terren | 0353 | x | | | | x | |
| Boyd, Dane | 1881 | x | | | | x | |
| Brewer, Amy | 5047 | x | | | | x | |
| Chrestenson, Jason | 6152 | x | | x | | | |
| Coile, Melissa | 4027 | x | | | | x | |
| Conklin, Frank | 9834 | x | | x | | | |
| Cooper, Christopher | 1144 | x | | x | | | |
| Cox, Karlan | 7648 | x | | x | | | |
| Cox, Madisyn | 3916 | x | | | | x | |
| Cranford, Dereck | 7935 | x | | | | x | |
| Dare, Angela | 0187 | x | | | | x | |
| Dray, Karla | 4623 | x | | x | | | |
| Fiser, Devin | 8583 | | x | | | x | |
| Fiser, Preston | 4790 | x | | x | | | |
| Gerber, Cade | 9512 | x | | x | | | |
| Gillenwater, Kara | 5849 | x | | | | x | |
| Haynes, Katrina | 1367 | x | | x | | | |
| Herron, Melissa | 1836 | x | | | | x | |
| Huffman, Jamie | 0391 | x | | x | | | |
| Husemann, Blake | 1192 | | x | x | | | |
| Irons, Tori | 9458 | x | | | | x | |

| | | | | | | | |
|----------------------|------|-----------|---|---|--|---|--|
| Smith, Katelyn | 8236 | x | | x | | | |
| Walraven, Daniel | 6480 | x | | | | x | |
| Jennings, Rosalie | 1288 | x | | x | | | |
| Kaczmarek, Connor | 5977 | x | | | | x | |
| Zook, Collette | 0418 | x | | | | x | |
| Kijanowski, Cole | 8144 | x | | | | x | |
| Kobiella, Shannon | 9603 | x | | | | x | |
| Langenbahn, Jaimi | 0721 | x | | x | | | |
| McQuellon, Brady | 1132 | | x | | | x | |
| | | | | | | | |
| Nelson, Kristen | 5635 | x | | | | x | |
| Nelson, William | 8196 | x | | x | | | |
| Noe, Austin | 3286 | x | | x | | | |
| Patten, Makayla | 9926 | x | | | | x | |
| Ray, Jared | 7917 | | x | | | x | |
| Riesselman, Scarlett | 0447 | x | | | | x | |
| Royer, Megan | 2581 | | x | | | x | |
| Schaer, Craig | 5389 | x | | x | | | |
| Schaus, Courtney | 5190 | x | | | | x | |
| Schmick, Jordan | 7068 | x | | | | x | |
| Schwark, Charles | 4026 | | x | | | x | |
| Smith, Cynthia | 2725 | x | | x | | | |
| Smith, Matthew | 4476 | x | | x | | | |
| Smith, Michael | 8642 | x | | x | | | |
| Stenger, Matthew | 8292 | x | | x | | | |
| TOTAL: | | 42 | | | | | |

| STATE OF ILLINOIS | | UNIFORM GRANT BUDGET TEMPLATE | | | Commerce & Economic Opportunity | | |
|---|---------------|-------------------------------|--|--------------|---------------------------------|---------------|-----------|
| Organization Name: | Peoria County | DUNS# | 071436208 | NOFO # | 2398-1381 | | |
| CSFA Number: | 420-75-2398 | CSFA Description: | Downstate Small Business Stabilization | Fiscal Year: | 2020 | | |
| SECTION A -- STATE OF ILLINOIS FUNDS | | | | | | | |
| Revenues | | | | | | TOTAL REVENUE | |
| (a). State of Illinois Grant Amount Requested | | | | | | \$ | 25,000.00 |
| BUDGET SUMMARY STATE OF ILLINOIS FUNDS | | | | | | | |
| Budget Expenditure Categories | | | OMB Uniform Guidance Federal Awards Reference 2 CFR 200 | | TOTAL EXPENDITURES | | |
| 15. <u>Working Capital</u> | | | | | \$ | 25,000.00 | |
| 18. Total Costs State Grant Funds | | | | | \$ | 25,000.00 | |

SECTION - A (continued) Indirect Cost Rate Information

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

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

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

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

2a) Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).
NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.
NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).
NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:
 Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200 Appendix IV (5)) Or;
 Complies with other statutory policies (please specify):
 The Restricted Indirect Cost Rate is _____ %

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

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

Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)
 Approving Federal/State agency (please specify): _____
 The Indirect Cost Rate is: _____ 0 % The Distribution Base is: _____

Section C - Budget Worksheet & Narrative

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

| Description | Quantity | Basis | Cost | Length of time | Capital Cost |
|---|----------|---------|--------------------|----------------|---------------------|
| Personnel (Salaries and Wages) | | | | | \$ - |
| Fringe Benefits | | | | | \$ - |
| Occupancy (Rent/Mortgage Payments) | | | | | \$ - |
| Utilities (Electrical, Gas, Water, Sewer) | | | | | \$ - |
| Telecommunications & Internet | | | | | \$ - |
| Inventory/Goods Necessary to do Business | 1 | monthly | \$ 7,500.00 | 2 | \$ 15,000.00 |
| Supplies (office-related) | | | | | \$ - |
| Contractual Services (pest control, cleaning, etc.) | | | | | \$ - |
| Other (specify): payroll taxes | 1 | monthly | \$ 2,000.00 | 2 | \$ 4,000.00 |
| Other (specify): sales taxes | 1 | monthly | \$ 1,500.00 | 2 | \$ 3,000.00 |
| Other (specify): credit card fees | 1 | monthly | \$ 1,500.00 | 2 | \$ 3,000.00 |
| | | | State Total | | \$ 25,000.00 |
| Total State-Funded Working Capital | | | | | \$ 25,000.00 |

Working Capital Narrative (State):
60 working capital costs

Section C - Budget Worksheet & Narrative

Peoria County

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

| <i>Budget Category</i> | <i>State</i> | <i>Total</i> |
|-----------------------------------|---------------------|---------------------|
| <i>15. Working Capital</i> | \$ 25,000.00 | \$ 25,000.00 |
| <i>State Request</i> | \$ 25,000.00 | |
| <i>Non-State Amount</i> | | |
| <i>TOTAL PROJECT COSTS</i> | \$ | 25,000.00 |

| | | |
|----------------------------------|--|--|
| Agency Approval | STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE | AGENCY: Commerce & Economic Opportunity |
| Organization Name: Peoria County | CSFA Description: Downstate Small Business Stabilization | NOFO # 2398-1381 |
| CSFA # 420-75-2398 | DUNS #071436208 | Fiscal Year: 2020 |
| Grant Number | 0 | |

Final Budget Amount Approved

\$ 25,000.00

Program Approval Signature

Date

Fiscal & Administrative Approval

Signature

Date

Budget Revision Approved

Program Approval Signature

Date

Fiscal & Administrative Approval

Signature

Date

§200.308 Revision of budget and program plans

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

GIL'S SUPPER CLUB, LTD. PROJECT SUMMARY

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

We are currently limited to carry out and curb side service and the bar operation are closed If we receive the fund we could rehire laid off staff

We would use the fund to pay for the cost of food, payroll tax , sales tax , and credit card fee

We received \$235,000 in SBA PPP We are currently using the fund for payroll, rent, utilities and health insurance We would use the fund from this grant to pay for the cost of food, payroll tax , sales tax and credit card fee

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

NET INCOME VERIFICATION

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

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

JANUARY, 2020 MONTHLY BUDGET

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

| Budget Item | Total Monthly Expenditures | Monthly Net Income Computation |
|--|----------------------------|--------------------------------|
| Total Income | | \$154,255 |
| Personnel (Salary & Wages) | \$66,740 | |
| Fringe Benefits | \$4,909 | |
| Equipment | | |
| Inventory | \$72,318 | |
| Supplies | \$753 | |
| Occupancy (Rent & Utilities) | \$11,601 | |
| Telecommunications | \$780 | |
| Other (Specify) Professional Fees <input type="checkbox"/> | \$3913 | |
| Other (Specify) Payroll Taxes, Rep <input type="checkbox"/> | \$9,029 | |
| Other (Specify) Office Supplies, La <input type="checkbox"/> | \$6439 | |
| Total of All Expenditures | | \$176,482 |
| Monthly Net Income (Total Income – Total of All Expenditures) | | (\$22,225) |

BUSINESS CERTIFICATIONS

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

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

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

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

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

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



Signature of Chief Executive Officer

Cynthia L. Smith, President

Typed Name of Chief Executive Officer

Gil's Supper Club, Ltd.

Name of Business

12703 Farmington Rd, Hannæ

Business Address

06/10/2020

Date



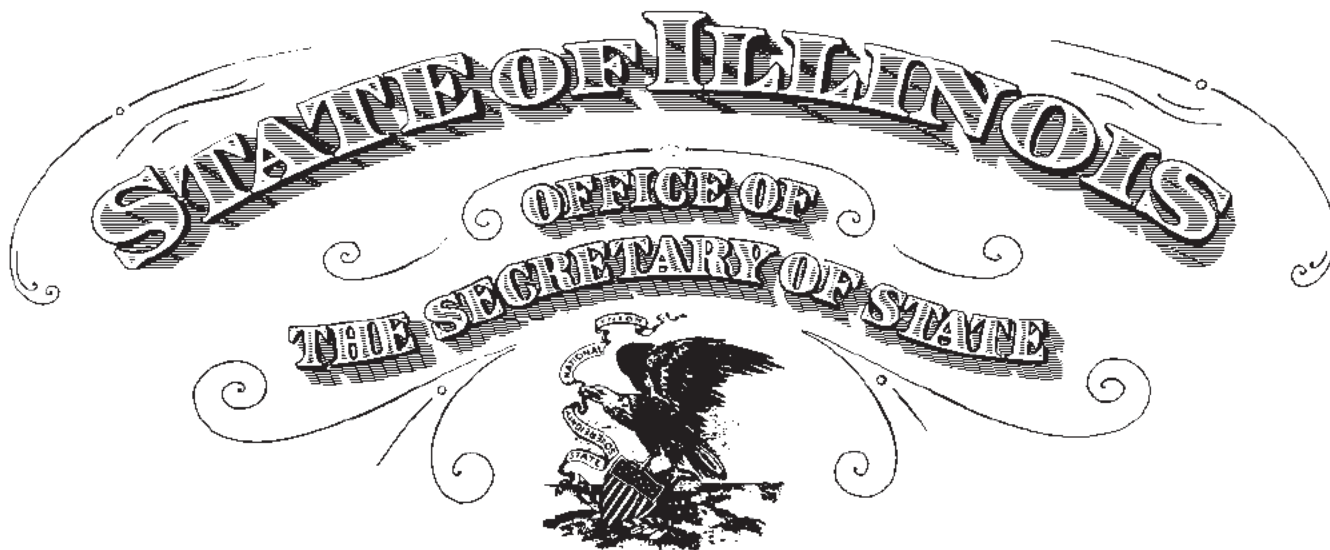
FEIN #

N/A

DUNS #

5812

SIC #



To all to whom these Presents Shall Come, Greeting:

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

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

In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 10TH day of JUNE A.D. 2020 .



Jesse White

SECRETARY OF STATE

Fair Housing Resolution

For Peoria County, Illinois

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

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

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

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

EFFECTIVE DATE This Resolution shall take effect April 9, 2020.

APRIL 9, 2020

APPROVED BY A UNANIMOUS VOICE VOTE OF 15 AYES

Request for Taxpayer Identification Number and Certification

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

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

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

County of Peoria

2 Business name/disregarded entity name, if different from above

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

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ **Government**

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

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
324 Main St #G-15

6 City, state, and ZIP code
Peoria, IL 61602

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

| | | | | | | | | | | | |
|--|--|--|--|---|--|--|---|--|--|--|--|
| | | | | - | | | - | | | | |
|--|--|--|--|---|--|--|---|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3 | 7 | - | 6 | 0 | 0 | 1 | 7 | 6 | 3 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Frederic Spieker* Date ▶ *11/19/19*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

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

Entity Dashboard

PEORIA, COUNTY OF
 DUNS: 071436208 CAGE Code: 38FB5
 Status: Active
 Expiration Date: 03/03/2021
 Purpose of Registration: All Awards

324 MAIN ST
 PEORIA, IL, 61602-2302,
 UNITED STATES

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Reps & Certs](#)
 - ▶ [POCs](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

RETURN TO SEARCH

Entity Overview

Entity Registration Summary

Name: PEORIA, COUNTY OF
Business Type: US Local Government
Last Updated By: Julie Ciesla
Registration Status: Active
Activation Date: 03/03/2020
Expiration Date: 03/03/2021

Exclusion Summary


Active Exclusion Records? No



**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0241334092
Oct 25, 2011 LTR 147C
37-6001763

**COUNTY OF PEORIA
% EDWARD T OCONNOR
324 MAIN ST STE G15
PEORIA IL 61602-2325 751**

Taxpayer Identification Number: 

Form(s):

Dear Taxpayer:

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

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

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

Sincerely,



**Mildred M Nichols-Ross
1000196359
Customer Service Representative**

C.D.A.C., Inc., or its owners/shareholders/members/partners, in order to secure the Business' performance as required under any agreements, including without limitation Participation Agreements, pursuant to any authority granted to the County of Peoria thereunder. Without limiting the foregoing, the County Board Chairman and/or State's Attorney are hereby granted the authority to file and enforce liens, financing statements, mortgages, and other forms of security interests as deemed necessary by the County Board Chairman and State's Attorney.

Passed this 9th day of July, 2020.

ATTEST: _____
(County Clerk)

(County Board Chairman)

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

Passed this 9th day of July, 2020.

ATTEST: _____
(County Clerk)

(County Board Chairman)

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

Passed this 9th day of July, 2020.

ATTEST: _____
(County Clerk)

(County Board Chairman)

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

Passed this 9th day of July, 2020.

ATTEST: _____
(County Clerk)

(County Board Chairman)

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

Passed this 9th day of July, 2020.

ATTEST: _____
(County Clerk)

(County Board Chairman)

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

Passed this 9th day of July, 2020.

ATTEST: _____
(County Clerk)

(County Board Chairman)

AGENDA BRIEFING

COMMITTEE: Budget Committee
n/a
MEETING DATE: June 24, 2020
n/a

LINE ITEM:

AMOUNT:

ISSUE: Approval of an Ordinance authorizing the sale of refunding bonds to refund the outstanding portion of the County's 2011 bonds if current market conditions remain favorable.

BACKGROUND: In September 2011, Peoria County issued \$42,000,000 of general obligation bonds (alternate revenue source) to finance a new Peoria County nursing home and related facilities, improvements and costs.

The bonds will mature on December 1, 2042. A total of \$950,000 of principal has been paid off to date. A total of \$15,531,066.33 of interest has been paid on these bonds to date.

The levy for the nursing home bonds is set at \$0.06 pennies per \$1,000 of assessed value. The annual revenue for property tax in the nursing home fund was \$2,041,524 in 2019 and \$2,081,848 in 2018, a decrease of \$40,324 or 1.9%. The annual debt service payment for 2019 was \$2,131,081 and in 2018 \$2,087,081. The revenue shortfall from property taxes was covered by a transfer from the Public Facilities Sales tax fund in the amount of \$89,558 for 2019 and budgeted at \$345,000 in 2020. With the decrease in property values, it is estimated that the property tax revenue to pay these bonds will slowly erode, whereas, the annual debt service requirement will increase by \$934,638 by 2023. Any revenue shortfall in property taxes will be covered first by the Public Facilities Sales Tax, and then the General fund. The Public Facilities Sales tax not used for debt service repayment is used to fund pay as you go capital. In 2020, the budget was \$800,000 for a capital transfer, but was reduced to \$0 after the pandemic forced Peoria County to cut their budget.

The debt for Heddington Oaks will be callable in December 2020 and will provide opportunity to restructure the debt service payment to match the \$0.06 pennies per 100 assessed value the Peoria County residents voted for in 2003 to support the nursing home services. Because Peoria County voters have previously approved referenda, four to be exact, voter approval is once again needed to "sell or dispose of" the assets of Heddington Oaks. The County Board will be asking the voters this question on the ballot for the November 3, 2020 general election. Provided voter approval is granted, the Board will then be looking to sell the facility. It is the County Board's intent to use the proceeds of any sale to first account for any remaining negative net position, and then apply remaining sale proceeds to decrease the amount of the debt refunding.

The Peoria County Board and Administration has been dedicated to the success of Heddington Oaks and taking proactive measures to re-establish financial solvency. However, after multiple failed attempts to gain financial solvency through innovative and diverse measures, the County Board made the tough decision to close the facility and take steps towards selling the building in the spring of 2020. The County is estimated to have all residents moved out by early July, officially closing its doors halfway through FY2020.

The series 2011 coupons range from 3-4.5%. Simply put, with the selling of the facility after voter approval, the County will lose the ability to reissue this debt as tax exempt for the IRS guidelines. The reissued debt will be taxable, and by default, will have slightly higher coupon rates than if the County were to issue at its tax-exempt status. Luckily, we are sitting in a low interest rate environment, and even with the taxable rates, we should still be favorable coupon rates compared to the current coupon rates of the 2011 bonds.

In order to keep the refinanced debt within the \$0.06 penny limit, the County will need to restructure the debt. This will result in extending the repayment of the bonds by a minimum of 10 years. The sale of the facility will also impact the debt restructuring requirements. Due to several unknown factors, it is not responsible to provide an estimated savings or costs of restructuring and refinancing of the 2011 nursing home bonds.

With the passing of the referendum at the 2020 general election, the County Board's plan is to move forward to sell the building. As the callable date approaches, staff will be in continuous communication with our financial advisors as to what the best course of action will be. The County Board will be informed as decisions are needed regarding calling the debt and restructuring the bonds which will best suit the county.

Attached is the ordinance permitting the County to refinance the bonds when they are callable in December. This ordinance is to be adopted prior to the general election. This ordinance will be valid for 3 years from the date of adoption. This will provide the County time to strategically refinance the debt with the best solution to match the \$0.06 tax levy. It is staff's recommendation that the County arrange for the refunding of the nursing home bonds and restructure the debt to match the \$0.06 property tax levy.

COUNTY BOARD GOALS:



HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION: Approved 6/24/20 (11-0 votes)

PREPARED BY: Randy Brunner, Chief Financial Officer
DEPARTMENT: Finance
DATE: June 12, 2020

ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance by The County of Peoria, Illinois, of General Obligation Refunding Bonds (Alternate Revenue Source) in an aggregate principal amount not to exceed \$43,000,000 for the purpose of refunding bonds heretofore issued to finance a new senior care facility, and related improvements, facilities and costs in said County.

* * *

WHEREAS, The County of Peoria, Illinois (the "*County*"), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended (the "*Counties Code*"); and

WHEREAS, the County has heretofore issued and now has outstanding General Obligation Bonds (Alternate Revenue Source), Series 2011 (the "*Outstanding Bonds*"), in accordance with the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Act*"), that were issued to finance a new senior care facility, and related improvements, facilities and costs in the County; and

WHEREAS, the County Board of the County (the "*County Board*") has determined that it is advisable, necessary and in the best interests of the County to refund all or a portion of the Outstanding Bonds at an estimated cost of not more than \$43,000,000 (the "*Refunding*"); and

WHEREAS, the estimated cost of the Refunding, as aforesaid, including, legal, financial, bond discount, printing and publication costs and other expenses is expected to be paid for from the proceeds of alternate bonds authorized to be issued at this time pursuant to the Act; and

WHEREAS, it is necessary and for the best interests of the County that the Refunding be undertaken and in order to raise the funds required for such purpose it will be necessary for the County to borrow an amount not to exceed \$43,000,000, and in evidence thereof to issue alternate

bonds in an aggregate principal amount not to exceed \$43,000,000, all in accordance with the Act; and

WHEREAS, said alternate bonds shall be general obligation bonds of the County with the revenue sources to be used to pay the principal of and interest on such alternate bonds being the following: (i) Retailer's Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes, (ii) public facilities sales taxes under Section 5-1006.5 of the Counties Code, and (iii) receipts from a referendum approved county nursing home property tax (together, the "*Pledged Revenues*"); and

WHEREAS, if the Pledged Revenues are insufficient to pay the alternate bonds, ad valorem property taxes upon all taxable property in the County without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the alternate bonds:

NOW, THEREFORE, Be It and It Is Hereby Ordained by the County Board of The County of Peoria, Illinois, as follows:

Section 1. Incorporation of Preambles. The County Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Determination To Issue Bonds. It is necessary and in the best interests of the County to undertake the Refunding, as described in the preambles, and for the purpose of paying the cost thereof alternate bonds of the County are hereby authorized to be issued and sold in an aggregate principal amount not to exceed \$43,000,000, to be known as General Obligation Refunding Bonds (Alternate Revenue Source) (the "*Bonds*") and bearing such series designation as may be appropriate.

Section 3. Publication. This Ordinance, together with a notice in the statutory form, shall be published in the *Peoria Journal Star*, the same being a newspaper of general circulation

in the County. If no petition, signed by electors numbering 7.5% of the registered voters in the County (*i.e.*, 8,621 electors) asking that the issuance of the Bonds be submitted to referendum, is filed with County Clerk within thirty (30) days after the date of the publication of this Ordinance and said notice, then the Bonds shall be authorized to be issued.

Section 4. Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the County Board may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Bonds, and prescribing all the details of the Bonds, so long as the maximum aggregate principal amount of the Bonds as set forth in this Ordinance is not exceeded and there is no material change in the Refunding or purposes described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the County to issue the Bonds in accordance with applicable law.

Section 5. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 6. Repealer and Effective Date. All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED by the County Board of The County of Peoria, Illinois, this 11th day of June,
2020.

Chairman of the County Board of
The County of Peoria, Illinois

ATTEST:

County Clerk and ex-officio
Clerk of the County Board of
The County of Peoria, Illinois

**NOTICE OF INTENT TO ISSUE BONDS
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that pursuant to Ordinance No. ____ (the “*Ordinance*”), adopted by the County Board (the “*Board*”) of The County of Peoria, Illinois (the “*County*”), on the 13th day of July, 2020, the County intends to issue its General Obligation Refunding Bonds (Alternate Revenue Source) in an aggregate principal amount not to exceed \$43,000,000 (the “*Bonds*”) for the purpose of refunding all or a portion of the outstanding General Obligation Bonds (Alternate Revenue Source), Series 2011, heretofore issued by the County to finance a new senior care facility, and related improvements, facilities and costs in the County. The revenue sources that will be used to pay the principal of and interest on the Bonds are the following: (i) Retailer’s Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes, (ii) public facilities sales taxes under Section 5-1006.5 of the Counties Code of the State of Illinois, as amended, and (iii) receipts from a referendum approved county nursing home property tax. If these revenue sources are insufficient to pay the Bonds, ad valorem property taxes upon all taxable property in the County without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Bonds. A complete copy of the Ordinance follows this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by 8,621 or more electors of the County (being equal to 7.5% of the registered voters in the County) asking that the issuance of the Bonds be submitted to referendum, is filed with the County Clerk within 30 days after the date of publication of the Ordinance and this notice, then the question of the issuance of the Bonds shall be submitted to the electors of the County at the general election to be held on the 3rd day of November, 2020. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no petition is filed with the County Clerk with regard to the Bonds within said 30-day period, then the Bonds shall be authorized to be issued. A form of petition is available to any individual requesting one at the office of the County Clerk.

By order of the County Board of The County of Peoria, Illinois, this 11th day of June, 2020.

/s/ Rachael Parker
County Clerk and ex-officio Clerk of the
County Board of The County of
Peoria, Illinois

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: June 23, 2020

LINE ITEM: Revenue: 001-1-009-1-194-36050--\$25,000.00

Expense: 001-1-009-1-194-54306-- \$25,000.00

ISSUE: **FY'20** Budget Amendment for Tenth Judicial Circuit Online Dispute Resolution Grant

BACKGROUND/DISCUSSION:

The Tenth Judicial Circuit of Illinois was awarded a grant from the American Arbitration Association–International Centre for Dispute Resolution Foundation® (AAA-ICDR Foundation®), to expand and enhance **Peoria County's** current Online Dispute Resolution (ODR) Program. The \$25,000 grant covers the period of July 1, 2020 through June 30, 2021. The Foundation is a separate 501(c)(3) not-for-profit organization from the AAA and is able to solicit donations and provide grants to fund a range of worthy causes that promotes the **Foundation's mission of** expanding the use of alternative dispute resolution (ADR), improving the process, increasing access to ADR for those who cannot afford it, and sharing knowledge across different cultures.

Peoria County currently only offers ODR in family court. This grant will allow us to begin an ODR program in civil court, specifically small claims and landlord-tenant, amongst others, and potentially traffic court throughout the entire 10th Circuit. After a case has been filed, self-represented litigants will be able to use an online platform to negotiate with the other party and arrive at an agreement, possibly without ever requiring a court appearance. This grant will pay the ODR fee, making this a free service available to parties who have chosen to represent themselves. It will be available online 24/7 and reduce traffic within the courthouse. For those cases in which a negotiated agreement is not reached, a court appearance will be set in front of the judge.

This grant covers 100% of the costs for each litigant to utilize the ODR online platform. All of the grant funds are budgeted for contractual expenses, so there is no personnel or fringe benefit costs included. Indirect costs of 10% (\$2,500) were also written into the grant to defray overhead such as administrative and occupancy costs. A **FY'20** budget amendment is necessary because we were not notified of our grant proposal acceptance until April 2020.

COUNTY BOARD GOALS:



HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approval for a FY20 Budget Amendment to recognize \$25,000 in spending authority and revenues for Court Administration.

COMMITTEE ACTION: Approved 6/23/20 (8-0 votes) Ms. Blair, Ms. Bryant, Ms. Daley, Ms. Pastucha, Mr. Salzer voted aye via teleconference; Mr. Reneau, Ms. Williams absent

PREPARED BY: Jennifer Shadid, Assistant Court Administrator

DEPARTMENT: Court Administration

DATE: June 15, 2020

Tenth Judicial Circuit of Illinois Online Dispute Resolution (ODR) Program

AAA-ICDR Foundation 2019-2020 Funding Process

Peoria County Court Administration

Rena' Parker
324 Main St.
Rm. 215
Peoria, IL 61602

rkparker@peoriacounty.org
O: 309-672-6066

Jennifer Shadid

324 Main St.
Rm. 215
Peoria, IL 61602

jmsHADID@peoriacounty.org
O: 309-677-6230

Application Form

Proposal Summary

Project Name*

Name of Project.

Tenth Judicial Circuit of Illinois Online Dispute Resolution (ODR) Program

Grant Amount Requesting

What is being requested from the Foundation?

\$25,000.00

Grant Start Date (Suggested July 1 based on time needed to finalize grant agreements)

07/01/2020

Grant End Date

06/30/2021

Association

Please list all individuals directly associated with this grant application and all organizations those individuals are professionally affiliated with:

The Administrative Office of Illinois Courts (the administrative arm of the IL Supreme Court) will be responsible for reviewing and approving rules we develop for this program. Other than the ODR vendor, all individuals integral to the success of the proposed project are employed by the Tenth Judicial Circuit.

Executive Summary (Short Version)

Please provide a high level description of the purpose of the grant funds including deliverables and impact.

These grant funds will be used to expand and enhance the Tenth Judicial Circuit of Illinois' new Online Dispute Resolution (ODR) program.

Purpose of Grant (Long Version)

Please provide brief description of the project goals and expected impact of work.

The goals of this project will be to expand the current ODR program into more case types and throughout all five counties in the Tenth Circuit. Three of the five counties are in rural areas which share one judge, so allowing litigants to negotiate and perhaps mediate their case from home, would be ideal. We would also like to expand it to other case types, such as divorce, family and small claims. This service would greatly improve the courts' access to justice and the unrepresented population. We have no civil mediation or arbitration process, so these grant funds would expedite simple cases that don't require a judge to negotiate. By

expanding the program, we envision it developing into a formal court program in which members of the judiciary can attend ODR training conferences and work together to make it a success. Funding will also be used for counties within the circuit that do not have an in-house IT department capable of setting up the ODR application.

ADR Process

Mediation/Nonbinding Processes (e.g. mediation, facilitation, restorative justice, etc.)

If you selected Other for your ADR Process, please designate below:

Type of Project

Delivery of ADR Services
Education/Training
Online Dispute Resolution

If your selected Other for Type of Project, please designate below:

Population Served

Court
Diversity and Inclusion in ADR
Vulnerable/Underserved/Indigenous Populations

If you selected Other for Population Served, please designate below:

Geographic Area

United States/State
Rural
Urban

If you selected International/Country for Geographic Area, please designate country

If you work in multiple countries, please separate countries by semi-colon.

Organization/Project Description and History

Organizational History*

The organizational history should include the history of the organization/project and its structure, and information about what and who will be involved in carrying out the activities that will be funded by the requested grant. Please include any major accomplishments and relevant experience that makes your organization/project an appropriate grantee.

The Tenth Judicial Circuit of Illinois includes the counties of Marshall, Peoria, Putnam, Stark and Tazewell, of which its "home office" is in the Peoria County courthouse. Peoria County is the 12th most populated county in Illinois and is situated along the Illinois River midway between Chicago and St. Louis. Based on the 2010 U.S. Census, the current population of Peoria County is 186,494. Of this, 62% reside in the City of Peoria. Tazewell county is the next largest at 135,392, with 25% residing in its county seat located in the city

of Pekin. While Peoria and Tazewell are a mix of urban and rural, the three other counties ("northern counties") combined population is less than 25,000 and are all rural.

While Chicago has many not-for-profit dispute resolution centers for pro se litigants with limited access to the justice system, the Tenth Circuit has none. There is an approved list of mediators for the Tenth Circuit, however only a limited number are done pro bono and mediation is only for domestic relation cases. Therefore, in 2017, per the judges' request, Peoria County started researching online dispute resolution programs. Tyler' Technologies' Modria platform was the vendor selected, since Peoria had been using Tyler's Odyssey case management system since 2013. Modria is fully integrated with Odyssey and the State of Illinois' relatively new statewide e-filing system.

Peoria County chose to first focus on using ODR to create parenting plans in divorce cases in which both parties were SRLs. We worked closely with Modria's program development staff, to configure an ODR platform in which self-represented litigants (SRL) could draft a parenting plan, negotiate the terms, and work with an online mediator, if necessary. An Administrative Order was written and request for approval of this new program was submitted to the Administrative Office of IL Courts (AOIC).

In September 2019, the Tenth Circuit was the FIRST JURISDICTION approved by the Illinois Supreme Court to pilot an ODR program. The focus of this pilot was for mandatory child custody mediations in marital dissolution cases, and specifically for self-represented litigants and indigent parents. The first divorce case was sent to ODR in October 2019 and has had a 40% success rate so far.

The purpose of this grant request would be to expand ODR into more case types, such as small claims, and to other counties within the Tenth Circuit.

Partnerships/Relationships*

Please include any important established partnership and relationships that will be critical to carrying out the activities funded by the grant. Please explain if partnerships are currently established or in formation.

The Administrative Office of the Illinois Courts, (AOIC) on behalf of the IL Supreme Court, manages and coordinates communications with court stakeholders on matters that impact the Illinois Courts and judicial system. The Tenth Circuit works closely with the AOIC and must receive approval for all court programs. In the fall of 2019, the Illinois Supreme Court released its first ever long-term statewide Strategic Agenda for the judicial branch. Included in this agenda is the newly formed (1) mission of the IL Judicial Conference, which is to "protect the rights and liberties of all by providing equal access to justice, resolving disputes, and upholding the rule of law pursuant to the powers and duties entrusted to us by the Illinois Constitution" and (2) vision of the IL Judicial Conference, which is "to be trusted and open to all by being fair, innovative, diverse, and responsive to changing needs". Expanding our ODR program is directly aligned with the Illinois Judicial Branch's strategic agenda. It will improve and expand services and resources for SRL litigants and promote and enhance remote access to court services.

As outlined in the ODR pilot approval received from the AOIC, ODR is just one example of innovative technology that will support the goals of the approved 2019-2022 Illinois Judicial Branch Strategic Agenda. As such, the Illinois Judicial Conference (IJC) is also interested in studying our program to determine if ODR is a viable option to be fostered and expanded to more circuits in Illinois. Being on the forefront of ODR in the state of Illinois, we are very excited to expand into other case types and develop it into a structured, informative and convenient program for the citizens of the Tenth Judicial Circuit of Illinois. This grant would pay for the ODR vendor fees of \$25 per party, registration and travel expenses for ODR-focused trainings, and perhaps compensation for online mediators or facilitators. We have already passed one hurdle by obtaining IL Supreme Court approval for dissolution cases and we are committed to continuing the expansion of ODR within the Tenth Circuit.

Background

Background*

Provide an explanation of the problem, opportunity, or issue that is the conceptual foundation for the need for this proposal that will be funded by the requested grant. It should provide evidence that the proposed project will contribute to a solution, reduce the harmful impact of the problem, or create a substantive, positive result. It should highlight how it matches the Foundation's mission. It is important that this section explains why your program should be funded over others.

The Tenth Circuit has no civil mediation or arbitration program. Small claims cases, despite the size and complexity, are all treated the same. Peoria County does not have a dedicated small claims courtroom.

All small claims cases with SRLs are divided between two courtrooms that each also handle Law and Law Magistrate cases. Many of the L and LM cases are complex and require trials which are difficult to schedule due to the numerous small claims cases already on the docket. In 2019, approximately 68% of the 1,800 small claims cases filed in Peoria County were for claims of \$2,500 or less. This leads to a busy docket and a longer duration between subsequent court hearings. Whatever negotiation may be going on between the parties outside of court (and sometimes during court) can be hostile, emotional and anti-productive.

This grant would enable us to implement a civil ODR program, in which some of these small claims cases could be negotiated, and possibly mediated, in a non-hostile and convenient manner for both parties.

There is no where else for SRLs in the Tenth Circuit to be assisted throughout a small claims case.

This grant would support AAA-ICDR Foundation's mission in that it would assist is in tailoring our current ODR system to meet the needs of small claims cases, increase SRL's access to justice by offering a guided interview to walk them through the negotiation process at a time convenient with their schedule, and manage and resolve conflicts faster and easier.

Project Information

Project Description*

The project description should give a detailed description of the project that will be funded by the requested grant including goals, impact and timing. This description should explain the goals of the project, how they will be achieved and measured. A useful structure is to break the project down into component goals. Use each goal as its own heading and under each goal heading, list and describe the activities to be funded to achieve that goal and how achievement of that goal will be measured or defined.

Goals = a professional and well-respected ODR program

Funded activities = Part of the grant would be used for training and educational resources for the judges and the court administrators. ODR is a brand new concept in the state of Illinois and a well structured program will require training and ongoing education to stay relevant.

Achievement = Achievement will be measured by how satisfied our citizens are with the ODR program and how many other jurisdictions want to model there's after ours. Since obtaining Supreme Court authorization for marriage dissolution ODR, we have been contacted by several other counties wanting to conduct a similar pilot. We would like to take the lead on the expansion of ODR to other case types and courts within our jurisdiction.

Goals = efficient case management and reduced time to disposition

Funded activities = The grant would be used to pay the \$25 fee charged to each party by the ODR vendor (Modria). At \$50 per case, the use of ODR could eliminate multiple court hearings and lengthy trials which

cause the judge to have less time to devote to more complex matters. Funding could also be used for online mediators or facilitators, should the parties fail to negotiate their own settlement. Tyler's Modria product has out-of-the box resolution flows and supports the mediation process, should it be necessary.

Achievement = Achievement will be defined by the number of cases which result in successful negotiations during the ODR process, a reduced time to disposition for small claims cases and a reduced time to disposition for L and LM cases going to trial.

Goal = convenient, affordable and easy to use system (patron satisfaction)

Funded activities = The grant would pay the SRL parties' participation in the ODR process.

Achievement = Achievement will be measured by the number of satisfied patrons.

Project Deliverables*

The project deliverables should include a summary list of the expected deliverables and work products.

Some of the expected deliverables/Work products:

Computer-generated court orders suitable for e-filing with the court.

Tenth Circuit ODR Policy and Procedure Manual

Tenth Circuit ODR Training/Education calendar

Tenth Circuit Activity Report for ODR cases

Impact of Work

How will you quantify the impact of your work? What do you predict will be the results?

The impact of our work will be quantified by the reduction in small claims hearings. In 2019, there were 4,300 small claims hearings divided between two civil courtrooms that also handle L and LM case types. We hope the number of small claims hearings and the number of continuances will decrease through the use of ODR. The subject matter of many of the low dollar small claims cases do not warrant multiple court appearances and judge's time to try and negotiate an agreement between the two parties. It is our intent that an already established ODR system like Modria, which was initially designed for use in eBay and Amazon dispute resolutions, will provide the structured environment needed to promulgate a quick and successful agreement.

We also hope an ODR system will reduce the number of small claims trials, including bench trials, and result in shorter time to disposition of these cases.

Expansion of Work*

How will the work from this project be leveraged beyond the duration of the grant to help expand the use of alternative dispute resolution? Does this project have the potential to be replicated elsewhere? Please explain.

The work from this project will start in Peoria County and proceed throughout the rest of the Tenth Circuit. As evidenced above, the state of Illinois is already looking to us to educate them on ODR and how it could perhaps someday be a statewide program. We are excited to be the first in the state to be actively using ODR in divorce cases and can already envision its benefits throughout the judicial system.

Project Timeline*

Provide a timeline that shows the chronological order in which the activities listed under each goal heading in the project description will be undertaken and/or completed.

As soon as the award notification is received, we will start working with Tyler Technologies to configure the ODR platform for the Tenth Circuit. This will all be done by Peoria County court staff so no grant funding is necessary for that portion of the project. Depending on how soon that occurs, we would like to be ready to start offering ODR in small claims cases as close to 7/1/20 as possible. Tyler Technologies invoices us quarterly based on the number of parties utilizing the program and grant funds would be used to pay these invoices. Concurrently, we would also research what ODR conferences/trainings are available that would assist in developing our program and determine if outside help will be needed for mediations or facilitators.

Evaluation*

How do you plan to assess the effectiveness of your project? What metrics will you use?

The effectiveness of our project will be assessed by the number of successful ODR negotiations. If the program is not used or doesn't result in successful case resolutions, it will be suspended or re-evaluated.

We are also hoping small claims ODR will free up the docket so attorneys have more times available to schedule jury trials. The number of pending small claims cases will hopefully decrease.

Volunteers

Would this project be appropriate for volunteer participation?

If yes, please provide brief description of the potential volunteer opportunity.

Peoria County Court Administration has an established internship program with Bradley University. These interns are college students who plan to pursue a law degree upon their graduation from Bradley. They are unpaid and agree to work a set number of hours assisting with various court activities such as staffing the Self-Help Center. Interns were used when developing the current ODR program for dissolution cases and their "real-world" perspective greatly aided us in developing an online platform that was comprehensive, yet easy to use.

Matching Funds

Some projects may be eligible for matching grants. Please provide any information about other matching gift opportunities. The Foundation may consider matching the funds provided by another donation source.

At this time, we don't envision there being any matching gift opportunities.

Sustainability*

Please provide list of other grants received in last year.

How will you plan to sustain the work from this project beyond the AAA-ICDR Foundation grant?

We've also received a \$5,000 grant from the AOIC's Access to Justice Division in both 2019 and 2020. This grant pays the \$25/party fee for the dissolution cases ordered to ODR. Currently, there is no funding source to expand ODR to other case types which is the purpose of this grant request. To sustain the work from this project, we would anticipate seeking other grant funding opportunities or perhaps partnering with a non-profit organization that would have the necessary funding.

Additional Information

If requested in your proposal invite email, please provide answer(s) to any specific questions posed by the Foundation otherwise skip to the next question.

[Unanswered]

Budget and Financial Information

Budget*

Provide a table with categories of expenditures that will be funded by the requested grant, how much funding will be required for each category, and how much of that funding will come from the grant request and other funding sources if applicable.

Please see example [HERE](#).

Grant Budget Proposal.xlsx

Tax Returns and Financial Statements*

Upload 3 most recent Form 990s and audited financial statements. For smaller organizations that are not legally required to undergo a financial audit, internal financial statements must be provided.

Tax returns and financial statement upload.docx

*

Tax returns and financial statement upload.docx

Tax returns and financial statement upload.docx

W-9 or W-8EXP Form*

Upload W-9 Form or for foreign organizations upload W8-EXP Form.

Peoria County W-9 - Signed - 08-2019.pdf

W-9 was uploaded

Reporting

Reporting

During the grant term, grantees will be required to submit financial and narrative reports that are reviewed by the Foundation for compliance with the terms of the grant. Grantees also shall provide the Foundation, upon request, with all information relating to the results, findings or methods, and/or publications developed under the grant. The Foundation may withhold any future payments of the grant if it has not received all reports required to

be submitted by Grantee. Any reports may be disseminated by the Foundation without the prior written consent of the Grantee, unless otherwise agreed in the AAA-ICDR Foundation Grant Agreement.

Signature

By signing below, you attest that the information provided in your proposal is true and accurate to the best of your knowledge and belief.

First and Last Name*

Jennifer Shadid

Date Signed

01/10/2020

File Attachment Summary

Applicant File Uploads

- Grant Budget Proposal.xlsx
- Tax returns and financial statement upload.docx
- Tax returns and financial statement upload.docx
- Tax returns and financial statement upload.docx
- Peoria County W-9 - Signed - 08-2019.pdf

TENTH JUDICIAL CIRCUIT OF ILLINOIS ONLINE DISPUTE RESOLUTION PROGRAM

| Expenditure Category | AAA-ICDR Foundation Request | Funds from Other Sources* | Total |
|--|------------------------------------|----------------------------------|---------------------|
| Salaries/Costs | \$ - | \$ - | \$ - |
| Equipment | \$ - | \$ - | \$ - |
| Rent/Mortgage | \$ - | \$ - | \$ - |
| Contractual Services* | \$ 19,000.00 | \$ - | \$ 19,000.00 |
| Conferences | \$ 2,000.00 | \$ - | \$ 2,000.00 |
| Travel / Lodging | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Indirect costs (10%)** | \$ 2,500.00 | | \$ 2,500.00 |
| | | | \$ - |
| Grand Totals | \$ 25,000.00 | \$ - | \$ 25,000.00 |
| *contractual services include Modria fees and mediator/facilitator costs | | | |
| **indirect costs would help defray overhead such as administrative and occupancy costs | | | |
| | | | |
| | | | |

Peoria County Court Administration is a department within the County of Peoria, a governmental entity. Therefore, there are no tax returns to provide. We do have three years' worth of audited financial statements which I was unable to upload due to size limitations. All of these were emailed to Marilyn Duffy Grande on January 7, 2020. These audited financial statements are also available via the county's website. <https://www.peoriacounty.org/913/Annual-Financial-Reports>.

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Request for Taxpayer Identification Number and Certification

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

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

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

County of Peoria

2 Business name/disregarded entity name, if different from above

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

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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

Other (see instructions) ▶ _____

Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

324 Main St #G-15

6 City, state, and ZIP code

Peoria, IL 61602

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

or

| Employer identification number | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 3 | 7 | - | 6 | 0 | 0 | 1 | 7 | 6 | 3 |

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Heidi Byrke

Date ▶

8/15/19

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: June 23, 2020

LINE ITEM: Revenue: 094-2-094-1-130-33400--\$38,800.00

Expense: 094-2-094-1-130-51040--\$ 27,138.00

094-2-094-1-130-52210--\$ 605.00

094-2-094-1-130-53071--\$ 5,750.00

094-2-094-1-130-54330--\$ 1,795.00

094-2-094-1-130-61001--\$ 3,512.00

ISSUE: Approval and Appropriation of SFY21 Family Violence Coordinating Council Grant funds from the Illinois Criminal Justice Information Authority

BACKGROUND/DISCUSSION:

The Tenth Judicial Circuit Family Violence Coordinating Council (FVCC) was established under the Office of the Chief Judge to create a forum to share and discuss information to promote a coordinated response to family violence in our communities. The Council is entirely funded by state funds awarded by the IL Criminal Justice Information Authority (ICJIA). As a result of the State passing a FY21 budget, **this grant has been funded and we've been** awarded \$38,800.00 for the period of July 1, 2020 through June 30, 2021.

Therefore, we are first requesting this committee approve the entering into of an Inter-Governmental Agreement between the County of Peoria and ICJIA for the period of twelve (12) months, commencing July 1, 2020. Secondly, we request approval to modify our Fund 094 budget appropriations as of July 1, 2020, to equal the amounts above. The amount unspent at the end of the County FY2020 will be rolled over into the FY2021 budget by future action of the Peoria County Board.

This grant provides funding for one part-time position that reports to the Chief Judge. No matching funds are required by the County and \$3,512 in indirect costs will be recouped to defray overhead such as administrative and occupancy costs. FICA and IMRF fringe benefits will also be reimbursed by this grant.

COUNTY BOARD GOALS:



HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approval to enter into an Inter-Governmental Agreement and amend the FY20 Budget for the proposed line items.

COMMITTEE ACTION: Approved 6/23/20 (8-0 votes) Ms. Blair, Ms. Bryant, Ms. Daley, Ms. Pastucha, Mr. Salzer voted aye via teleconference; Mr. Reneau, Ms. Williams absent

PREPARED BY: Jennifer Shadid, Assistant Court Administrator

DEPARTMENT: Court Administration

DATE: June 15, 2020

Section C - Budget Worksheet & Narrative

3). Travel (2 CFR 200.474)-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

| Purpose of Travel (brief description) | Location | Computation | | | | | | Federal/State Amount | Match | Total Cost | |
|---|-----------------------------------|-------------|-----------|----------|-------|---------|------------|-------------------------|-----------------|-------------|-----------------|
| | | Items | Cost Rate | Quantity | Basis | # Staff | # of Trips | | | | |
| LCC rental car and gas | Peoria to Springfield, round trip | car and gas | \$ 65.00 | 2 | days | 1 | 1 | \$ 130 | | \$ 130 | |
| LCC rental car and gas | Peoria to Springfield, round trip | car and gas | \$ 65.00 | 2 | days | 1 | 1 | \$ 130 | | \$ 130 | |
| LCC hotel | Springfield, IL | Hotel | \$ 80.00 | 1 | room | 1 | 1 | \$ 80 | | \$ 80 | |
| LCC per diem | Springfield, IL | per diem | \$ 28.00 | 2 | days | 1 | 2 | \$ 112 | | \$ 112 | |
| LCC mileage | Local Travel | mileage | \$ 0.575 | 20 | miles | 1 | 32 | \$ 368 | | \$ 368 | |
| LCC mileage | Circuit wide travel | mileage | \$ 0.575 | 50 | miles | 1 | 24 | \$ 690 | | \$ 690 | |
| 2 Council Members mandatory 2 day training in Springfield | Peoria to Springfield, round trip | mileage | \$ 0.575 | 150 | miles | 2 | 1 | \$ 173 | | \$ 173 | |
| 2 Council Members per diem | Springfield, IL | per diem | \$ 28.00 | 2 | days | 2 | 1 | \$ 112 | | \$ 112 | |
| | | | | | | | | Total | \$ 1,795 | \$ - | \$ 1,795 |

Travel Narrative:

- Peoria to Springfield travel is for 1 staff, (Coordinator) to drive to Springfield, IL. to attend 1 Coordinator two-day meeting and one two-day statewide training which would require one hotel night stay at the state approved rate along with rental car for 2 days total, gas for rental car and per diem for 2 days for 2 trips during the grant year.
- Peoria to Springfield travel is for 2 Council members to drive to Springfield, IL. to attend a two-day Statewide Training which is required. Council will re-imburse for per diem for 2 days and mileage.
- The remainder of the travel will be within the Peoria area as well as any travel within the additional 4 counties in the Circuit to meet with representatives or committee meetings to address the goals of the grant. This is based on previous grant experience and based on previous meeting schedules. More economical to do mileage versus rental car.
- Travel is based on the number of counties within the Tenth Circuit and based on the current IRS standard mileage rate of .575 per mile.

AGENDA BRIEFING

COMMITTEE: Infrastructure

LINE ITEM: 037-2-037-5-536-54419

MEETING DATE: June 23, 2020

AMOUNT: \$255,664.03

ISSUE: Multi-township bids for sealcoating and tilling (Township Motor Fuel Tax)

BACKGROUND/DISCUSSION: The County advertised and received proposals for Millbrook and Radnor Townships to provide sealcoating and road tilling services that will be paid for with Township Motor Fuel (TMFT) funds.

After the first township sealcoat letting held on April 09, 2020 and the subsequent rejection of the bids by both Millbrook and Radnor Township, the Road Commissioners of the respective Townships requested that their work be publicly re-bid a second time.

The County solicited for bidders and received bids on June 11, 2020. Bid tabulations are attached.

R.A. Cullinan and Son was the only contractor to place a bid.

The following Township(s) have accepted the lowest bid from R.A. Cullinan and Son:

Radnor Township

The following Township(s) have rejected the lowest bid from R.A. Cullinan and Son due to receiving a bid higher than the engineer's estimate:

Millbrook Township

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the lowest responsible bidders

COMMITTEE ACTION: **Approved 6/23/20 (5-0 votes)** Ms. Blair, Ms. Pastucha, and Mr. Salzer voted aye via teleconference; Mr. Reneau and Mr. Windish absent

PREPARED BY: Mark Gilles, Operations Officer and Amy Benecke McLaren, County Engineer

DEPARTMENT: Highway

DATE: June 12, 2020



Tabulation of Bids

Local Public Agency: Various Townships
 County: Peoria
 Section: 20-XX000-00-GM
 Estimate: 0.00

Date: 6/11/2020
 Time: 9:00 a.m.
 Appropriation: _____

| | |
|---------------------------------------|--|
| Name of Bidder: Address of Bidder: | <i>R.A. Cullinan & Son</i> |
| | <i>a Div. of United Contractors</i> |
| | <i>P.O. Box 166</i> |
| | <i>Tremont, IL 61568</i> |
| Proposal Guarantee: | YES |
| Terms: | |

Attended By: _____

| Item No. | Item | Delivery | Unit | Quantity | | | Unit Price | Total |
|-------------------|--------------------------------|-----------------------|---------|----------|--|--|----------------|----------------------|
| Grp 1 | MILLBROOK ROAD DISTRICT | 20-12000-00-GM | | | | | | |
| | Bituminous Material PG 46-28 | Furnish/apply | Gal | 14211.00 | | | \$ 3.98 | \$ 56,559.78 |
| | Bituminous Material - MC-30 | Furnish/apply | Gal | 1709.10 | | | \$ 5.23 | \$ 8,938.59 |
| | Aggregate CA 14 | Furnish | Ton | 85.46 | | | \$ 39.15 | \$ 3,345.76 |
| | Aggregate CA-16 | Furnish/apply | Ton | 448.38 | | | \$ 32.40 | \$ 14,527.51 |
| | Group 1 Total | | | | | | | \$ 83,371.64 |
| Grp 2 | RADNOR ROAD DIST. | 20-16000-00-GM | | | | | | |
| | Bituminous Materials HFP | Furnish/apply | Gal | 65425.92 | | | \$ 3.00 | \$ 196,277.76 |
| | Aggregate CA-14 | Furnish/apply | Ton | 73.55 | | | \$ 37.38 | \$ 2,749.30 |
| | Aggregate CA-16 | Furnish/apply | Ton | 1810.47 | | | \$ 28.71 | \$ 51,978.59 |
| | Tilling | Furnish | SQ. YD. | 4903.56 | | | \$ 0.95 | \$ 4,658.38 |
| Grp 3 | Group 2 Total | | | | | | | \$ 255,664.03 |
| | | | | | | | | |
| Total Bid: | | | | | | | As Read: | \$ 339,035.67 |
| | | | | | | | As Calculated: | \$ 339,035.68 |

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, IL)

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

RE: MULTI-TOWNSHIP BIDS FOR SEALCOATING AND TILLING (TOWNSHIP MOTOR FUEL TAX)

RESOLUTION

WHEREAS, Peoria County solicited for quotations for Township Motor Fuel Tax (TMFT) deliver and install proposals for sealcoating and tilling various township roads, designated as Section Numbers 20-12000-00GM (Millbrook), 20-16000-00GM (Radnor); and

WHEREAS, on June 11, 2020, quotations were received for the Township Motor Fuel Tax deliver and install proposals for sealcoating and tilling various township roads; and

WHEREAS, the following vendor(s) submitted acceptable quotations:

| VENDOR | LOCATION | PROPOSED TOWNSHIPS AWARDED |
|--|-----------------|-----------------------------------|
| R.A. Cullinan & Son, a Division of UCM | Tremont, IL | Radnor |

NOW THEREFORE BE IT RESOLVED that the quotations received from the aforementioned vendor(s) for the Township Motor Fuel Tax Deliver and Install proposals be accepted; and

BE IT FURTHER RESOLVED, that \$255,664.03 be appropriated from the Township Motor Fuel Tax Fund for the sealcoating and tilling in the above listed section(s); and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to sign the Acceptance of Proposal to furnish Materials and Approval of Award (BLR 12330) for the above listed sections and that the County Treasurer is hereby authorized to issue checks from the Township Motor Fuel Tax Fund in payment of estimates, as said estimates become due.

Respectfully Submitted,

Infrastructure Committee



PEORIA COUNTY BOARD APPOINTMENTS

July 9, 2020

Subject to Change

Rural Route 150 Water District

(Length of Term: 5 years)

Mr. Clarence Carr

6611 N. Chateau Pl

Peoria, IL 61615

Expiring: 4/30/2025



PEORIA COUNTY BOARD APPOINTMENTS

August 13, 2020

Subject to Change

Pekin/LaMarsh Drainage & Levee District

(Length of Term: 3 years)

Bruce Bontz

10401 W. Maple Ridge Rd.

Glasford IL 61533

Expiring: 8/31/2020

AGENDA BRIEFING

COMMITTEE: Land Use
MEETING DATE: June 23, 2020

LINE ITEM: N/A
AMOUNT: N/A

ISSUE:

Case #022-20-S, A Text Amendment to amend Chapter 20:
Article 2, Section 2.2.6 Hearing Procedures;
Article 3, Section 3.5 Special Use Permits;
Article 7, Section 7.18 Cannabis Business Establishments; and
Article 11, Section 11.1 Definitions of the Peoria County Code.

BACKGROUND/DISCUSSION:

Article 2, Section 2.2.6 Hearing Procedures:

The proposed amendment to Section 20-2.2.6 allows for the frequency of Zoning Board of Appeals hearings to be determined at the discretion of the Zoning Board of Appeals, rather than established at the beginning of each year. This allows for more flexibility with scheduling of cases, as needed due to budget cuts.

Article 3, Section 3.5 Special Use Permits:

The proposed amendment to Section 20-3.5.3.g requires for the applicant of a Special Use request to submit a signed statement certifying that the applicant is responsible for all additional costs incurred by the County as a result of the Special Use and any subsequent appeals. This eliminates any financial burden to the County as a result of costs incurred through an applicant's zoning request.

Article 7, Section 7.18 Cannabis Business Establishments:

In December 2019, Peoria County adopted regulations for Cannabis Business Establishments under Zoning Case 2019-056-S. On December 4, 2019, Public Act 101-0593 was made effective, which provided for clean-up language on previously passed recreational cannabis legislation under the Cannabis Regulation and Tax Act.

The proposed amendment to Section 20-7.18.3.5 requires that applicants must notify Peoria County within 10 business days of making application for any type of Cannabis Business Establishment to the State of Illinois for a proposed location within Peoria County's jurisdiction. This will allow for verification by the County that the proposed location follows currently enacted zoning regulations.

The proposed amendment to Section 20-7.18.3.6 strengthens Peoria County's prohibition of on-site consumption or use of cannabis by adding a retail tobacco store to the list of prohibited locations. This amendment is proposed based on the State of Illinois adding retail tobacco stores to the list of locations that may be authorized by a unit of local government for on-premises consumption or use of cannabis.

Article 11, Section 11.1 Definitions:

The proposed amendments to Section 11.1 amend definitions within the Peoria County Unified Development Ordinance to be consistent with the language adopted by the State of Illinois.

COUNTY BOARD GOALS:



**SAFE AND HEALTH
COMMUNITY**

STAFF RECOMMENDATION: Approval

ZBA RECOMMENDATION: *Approval (4-0)*

COMMITTEE ACTION: **Approved (3-0)** (Ms. Pastucha voted via teleconference.) (Ms. Williams & Mr. Windish were absent.)

PREPARED BY: Andrew Braun, Assistant Director

DEPARTMENT: Planning & Zoning

DATE: June 12, 2020

2.2.6 Hearing Procedures.

2. Hearings.

a. All meetings of the board of appeals shall be held at the call of the chairman and at such times and places within the county as the board may determine. Regular meetings of the ZBA shall be held monthly at a minimum, at such dates and times that the ZBA determines. The ZBA meeting schedule shall be published during January of each year in a newspaper of general circulation within the County and shall be posted in the office of the Zoning Administrator.

20-3.5.3.3.g.5

Applicants must provide a signed statement with their special use application certifying that the applicant is responsible for the costs & fees associated with their Special Use Application, including, but not limited to, attorneys fees, engineer studies, costs of expert retention, costs associated with any appeal, and any and all costs incurred by the County as a result of the applicants request or appeal.

20-7.18.3.5

a. When an application for any type of Cannabis Business Establishment has been submitted to the State of Illinois for a proposed location within Peoria County's jurisdiction, the applicant shall notify the Department of Planning & Zoning within 10 business days.

b. Applicants seeking to open an Adult-Use or Medical Cannabis Business Establishment shall provide the County with proof of State licensing approval prior to the issuance of a building permit by the County. Persons operating an Adult-Use or Medical Cannabis Business Establishment shall annually provide to the County all State inspection reports and other information necessary to verify ongoing compliance with State and County requirements. Applicants shall, after commencing operations, provide to the County, within seven (7) days of receipt, copies of any notices, citations or other enforcement actions undertaken against the facility by the State, along with an explanation as to what steps are being taken by the Applicant to bring the facility back into compliance.

20-7.18.3.6. On-site consumption or Use Prohibited

Consumption or use of cannabis is prohibited within Adult-Use or Medical Cannabis Dispensing Organizations, within a retail tobacco store, and within the parking areas or other public areas of Adult-Use or Medical Cannabis Dispensing Organizations. Dispensing Organizations are required to prominently display signs regarding this prohibition near the exit door or doors of the facility.

20-11.1 Definitions

Adult-Use Cannabis Transporting Organization, or Transporter: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis or cannabis-infused product on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

Cannabis concentrate: A product derived from cannabis that is produced by extracting cannabinoids, including tetrahydrocannabinol (THC), from the plant through the use of propylene glycol, glycerin, butter, olive oil or other typical cooking fats; water, ice, or dry ice; or butane, propane, CO2, ethanol, or isopropanol and with the intended use of smoking or making a cannabis-infused product. The use of any other solvent is expressly prohibited unless and until it is approved by the Illinois Department of Agriculture.

Cannabis-infused product: A beverage, food, oil, ointment, tincture, topical formulation, or another product containing cannabis or cannabis concentrate that is not intended to be smoked.

MINUTES OF THE DELIBERATION OF THE
PEORIA COUNTY ZONING BOARD OF APPEALS

A meeting of the Peoria County Zoning Board of Appeals was held on Thursday, June 11, 2020, in Room 403 of the Peoria County Courthouse, 324 Main Street, Peoria, Illinois. The meeting was called to order by acting Chairperson Linda O'Brien at 10:00 a.m.

PRESENT: Linda O'Brien, Greg Happ, Greg Fletcher, Andrew Keyt

ABSENT: Loren Bailliez, Leonard Unes, Jim Bateman, John Harms, Justin Brown

STAFF: Kathi Urban – Director
Andrew Braun – Assistant Director
Corbin Bogle – Planner I
Taylor Armbruster – Planner I
Jennie Cordis Boswell – Civil Assistant State's Attorney
Ellen Hanks - ZBA Administrative Assistant

Case No. 022-20-S at 10:00 a.m. Hearing to be held in room 403, of the Peoria County Courthouse, Peoria, Illinois.

Petition of **PEORIA COUNTY, acting on their own behalf**, a **TEXT AMENDMENT** to amend Chapter 20, Article 2, Section 2.2 ("Zoning Board of Appeals"), Article 3, Section 3.5 ("Special Use Permits"), Article 7, Section 7.18 ("Cannabis Business Establishments"), and Article 11, Section 11.1 ("Definitions") of the Peoria County Code.

FINDINGS OF FACT FOR TEXT AMENDMENTS

Section 20-3.6.4

In evaluating a proposed text amendment, the following factors shall be considered, not one of which shall be controlling:

1. The proposed amendment corrects an error or inconsistency or meets the challenge of some changing condition;
 - Public Act 101-0593 provides for clean up language on previously passed Recreational Cannabis legislation under the Cannabis Regulation and Tax Act. The proposed amendment makes those same amendments to the Peoria County Unified Development Ordinance.
 - The proposed amendment to Section 20-3.5.3.3.g.5 requires for the applicant of a Special Use request to submit a signed statement certifying that the applicant is responsible for all additional costs incurred by the county as a result of the Special Use and any subsequent appeals. This eliminates any financial burden to the county as a result of costs incurred through an applicant's zoning request.
 - The proposed amendment the Section 20-2.2 allows for the frequency of Zoning Board of Appeals hearing to be determined at the discretion of the Zoning Board of Appeals rather than established at the beginning of each year. This reduction is necessary as a result of changing conditions due to COVID-19.

2. The proposed amendment is consistent with the purpose and intent of this ordinance;
 - The proposed amendments to Section 20-7.18 are consistent with meeting the compliance standards established by the State of Illinois related to Adult Use Recreational Cannabis.

- The proposed amendments to Section 20-3.5.3.3.g.5 and Section 20-2.2 are consistent with meeting the purpose and intent of this ordinance in which it is the intent of the County Board that the development process in the county be efficient in terms of time and expense, effective in terms of addressing the natural resource and public facility implications of proposed development, and equitable in terms of consistency with the established regulations and procedures, respect for the rights of property owners, and consideration of interest of the citizens of the county.
3. The proposed amendment will not adversely affect health, safety, morals, and general welfare of the public;
 - The proposed amendments to Section 20-7.18 will not adversely affect health, safety, morals or general welfare of the public. It is intended to strengthen and clarify existing language related to the sale and consumption of adult use recreational cannabis.
 4. The proposed amendment is required because of a change in State or Federal law;
 - Public Act 101-0593 provides for clean up language on previously passed recreational cannabis legislation under the Cannabis Regulation Tax Act. Public Act 101-0593 had an effective date of December 4, 2019. Under zoning case 2019-056-S, the Peoria County Board adopted the Adult Use Cannabis regulations on December 12, 2019. However, in order for adoption on December 12, 2019, it had been filed subsequent to the October 2019 hearing, which would have not allowed for the content of the cleanup language to be included in the county's text amendment.

A motion to approve the Findings of Fact was made by Mr. Fletcher and seconded by Mr. Keyt. affirmative votes; (4-0) A motion to approve the Text Amendment with the addition of the word "by" as pointed out by Mr. Keyt in discussion was made by Mr. Happ and seconded by Mr. Keyt. A vote was taken and the motion was approved; (4-0)

Meeting adjourned 11:05 a.m.

Respectfully submitted,

Ellen Hanks
ZBA Administrative Assistant

AGENDA BRIEFING

COMMITTEE: Land Use

LINE ITEM: N/A

MEETING DATE: June 23, 2020

AMOUNT: N/A

ISSUE: ZBA Case #018-20-U. A Special Use as required in Section 20.5.2.2.1 a.1 of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 25-acre minimum lot size nor the 1 dwelling unit per 25 contiguous acres density requirement in the A-2 Agricultural District. The petitioner proposes to divide an existing 23.06 acre parcel into 3 parcels of approximately 13.6 acres, 8.7 acres, and 1 acre.

BACKGROUND/DISCUSSION: This case is in District #16, which is County Board member Matt Windish's district. The petitioner, **Debra S. Silzer**, requests a special use in order to divide a 23.06-acre parcel into three separate tracts of approximately 13.67 acres, 8.75 acres, and 1.08 acres. The parcel is located at 15023 W. Southport Rd., a state highway, in the SW ¼ of Section 9 and the NW ¼ of Section 16 in Rosefield Township. There are 0 consents and 0 objections on file. The petitioner has concurrently filed subdivision waiver #W04-20 to waive the requirement of access to a public water supply for a new minor subdivision. The subject parcel consists of three single-family dwellings and agricultural fields. The property and all adjacent parcels are zoned "A-2" Agriculture except one parcel to the southwest of the property that is zoned "A-1" Agricultural Preservation. N. Eden Rd. serves as access to all three dwellings on the parcel. Surrounding land uses include agriculture to the north and residential and agriculture to the south, east, and west. There are approximately seven parcels consisting of less than two acres within a half-mile of the subject parcel. Within one mile to the east of the subject parcel along W. Southport Rd., there are also several large clusters of properties zoned "R-R" Rural Residential, which allows for a minimum lot size of one acre. The petitioner proposes to divide a 23.06-acre tract into three separate tracts of 13.67 acres, 8.75 acres, and 1.08 acres. There are currently three existing dwellings on the parcel, and, following the split, each dwelling will be located on its own parcel. No cropland will be taken out of production as a result of the split. The request is consistent with the residential and agricultural land use and character of the surrounding area. The overall LESA score was 217.4 out of 300, which is a medium rating for agricultural protection. According to the petition, each existing dwelling is served by its own private well and private septic. At the time of writing this report, there is no comment from the Peoria City/County Health Department. The subject parcel has frontage along W. Southport Rd., a state highway, and the parcel can also be accessed by N. Eden Rd., a township collector road. According to the 2017 IDOT traffic map, there are approximately 1,750 vehicle trips in a 24-hour period along W. Southport Rd. The 2017 IDOT traffic map does not show the number of vehicle trips for this portion of N. Eden Rd. The proposed 1.08-acre parcel will be accessed by an existing access point off W. Southport Rd. while the 13.67-acre tract and 8.75-acre tract will be accessed by existing access points off N. Eden Rd. No new access points are proposed at this time. The County Highway Department will defer to the Illinois Department of Transportation, as Southport Road (Illinois State Route 8) is maintained by the State. For access off N. Eden Road, the County will defer to the Rosefield Township Road Commissioner, as this section of Eden Road is maintained by the road district. At the time of this report, there is no comment from the Rosefield Township Road Commissioner. The Peoria County Future Land Use Form Map designates this area as Agriculture. The request is consistent with the Peoria County Comprehensive Land Use Plan Smart Growth Principle of locating new residential growth in areas with or adjacent to existing development. The three dwellings are existing, and a number of residential dwellings are also located along this section of W. Southport Rd. The request is also consistent with the Peoria County Rural Areas Growth Strategy of preserving the character of the "A-2" district by supporting small scale farming uses and permitting low density residential living. The proposed land split will not disrupt farming operations on adjacent sites.

COUNTY BOARD GOALS:



HEALTHY VIBRANT COMMUNITIES

STAFF RECOMMENDATION: *Approval with the following restriction:*

1. Parcels created by the approval of this Special Use may not be divided again, even if subsequently combined with other parcels, unless a rezoning is granted by the County Board or unless each lot to be created meets the 25-acre minimum lot size of the "A-2" Zoning District.

ZBA RECOMMENDATION: *Approval with restriction (4-0)*

COMMITTEE ACTION: Approved (3-0) (Ms. Pastucha voted via teleconference.) (Ms. Williams & Mr. Windish were absent.)

PREPARED BY: Taylor Armbruster, Planner I

DEPARTMENT: Planning & Zoning

DATE: June 11, 2020

REPORT TO THE ZONING BOARD OF APPEALS FOR THE JUNE 11, 2020 PUBLIC HEARING

DATE: June 3, 2020

CASE/PETITIONER: 018-20-U Debra S. Silzer / 6622 N. Eden Rd., Brimfield, IL 61517 (*owner, Doris J. Fenwick, 15023 W. Southport Rd., Brimfield, IL 61517*)

REQUEST: A Special Use as required in Section 20.5.2.2.1.a.1 of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 25-acre minimum lot size nor the 1 dwelling unit per 25 contiguous acres density requirement in the A-2 Agricultural District. The petitioner proposes to divide an existing 23.06 parcel into 3 parcels of approximately 13.6 acres, 8.7 acres, and 1 acre.

LOCATION: SW ¼, Section 9, and NW ¼, Section 16, Rosefield Township
15023 W. Southport Rd., Brimfield, IL 61517 / Parcel ID# 12-16-100-025

LAND USE FORM: Agriculture

CURRENT ZONING: “A-2” Agriculture
PRESENT USE: Residential/Agriculture

SIZE OF SITE: 23.06 acres

SURROUNDING ZONING: North, South, and East: “A-2” Agriculture
West: "A-1" Agricultural Preservation and "A-2" Agriculture

SURROUNDING LAND USES: North: Agriculture
South, East, and West: Agriculture/Residential

PUBLIC SERVICES: Fire: Brimfield Fire District Water: Private Well
Schools: Elmwood CUSD #322 Sewer: Private Septic

TRANSPORTATION: W. Southport Rd., State Highway; N. Eden Rd., Township Collector Road

PERTINENT ZONING CASES ON SITE: Water Waiver #W04-20

PERTINENT ZONING CASES IN SURROUNDING AREA: Special Use Case #031-03-U

PLANNING AND ZONING DEPARTMENT RECOMMENDATION: ***APPROVAL WITH RESTRICTION***

CASE ANALYSIS

REQUEST AND LOCATION: The petitioner, **Debra S. Silzer**, requests a special use in order to divide a 23.06-acre parcel into three separate tracts of approximately 13.67 acres, 8.75 acres, and 1.08 acres. The existing parcel consists of agricultural fields and three homesites. The petitioner intends to create the approximately 1.08-acre tract in order to sell an existing dwelling along with an existing shed. This dwelling, 15023 W. Southport Rd., is the southernmost dwelling on the subject parcel, and the proposed 1.08-acre parcel has existing frontage along W. Southport Rd. The proposed 8.75-acre tract will contain the existing dwelling at 6606 N. Eden Rd. along with an agricultural field, and this tract will be owned by the petitioner's sister. The proposed 13.67-acre tract will contain the dwelling at 6622 N. Eden Rd. along with an existing detached garage and grain bin, and this parcel will be owned by the petitioner. According to the petitioner, the grain bin will be demolished prior to the hearing of the case. The subject parcel is located at 15023 W. Southport Rd. in the Southwest Quarter of Section 9 and the Northwest Quarter of Section 16 in Rosefield Township.

PERTINENT ZONING CASES ONSITE: Waiver #W04-20 is a waiver request from Section 20-8.3.4.1.b.2.b of the Unified Development Ordinance (UDO). This section requires that if a public water supply does not exist within a reasonable distance of a newly created subdivision, the developer must obtain a waiver from the County Board in accordance with subsection 8.3.4.1.d. The subject parcel does not have access to public water, and a public water supply is not within reasonable distance. Each existing homesite on the subject parcel has access to its own private well and private septic, and the proposed division of the parcel will not change this. This waiver is scheduled to be heard by the Land Use Committee on June 23, 2020 and the Peoria County Board on July 9, 2020.

PERTINENT ZONING CASES IN SURROUNDING AREA: Special use case #031-03-U was a request to divide a 25.177-acre parcel into 5 tracts of approximately 5 acres each. This case resulted in the creation of parcels 12-09-400-017, 12-09-400-018, 12-09-400-019, 12-09-400-020, and 12-09-400-021. These parcels are located approximately 0.8 miles from the subject parcel and are also zoned "A-2" Agriculture. On June 12, 2003, the Peoria County Board approved the request with the restriction "Parcels created by the approval of this special use may not be divided again, even if subsequently combined with other parcels, unless a rezoning is granted by the County Board."

SURROUNDING ZONING AND LAND USE: The subject parcel consists of three single-family dwellings and agricultural fields. The property and all adjacent parcels are zoned "A-2" Agriculture except one parcel to the southwest of the property that is zoned "A-1" Agricultural Preservation. N. Eden Rd. serves as access to all three dwellings on the parcel. To the north, the land is used for agriculture while to the south, east, and west, land uses are agriculture and residential. There are approximately seven parcels consisting of less than two acres within a half-mile of the subject parcel. Within one mile to the east of the subject parcel along W. Southport Rd., there are also several large clusters of properties zoned "R-R" Rural Residential, which allows for a minimum lot size of one acre. The petitioner proposes to divide a 23.06-acre tract into three separate tracts of 13.67 acres, 8.75 acres, and 1.08 acres. There are currently three existing dwellings on the parcel, and, following the split, each dwelling will be located on its own parcel. No cropland will be taken out of production as a result of the split. The request is consistent with the residential and agricultural land use and character of the surrounding area.

TECHNICAL ADEQUACY: Section 20-5.2.2.1.a.1 of the Peoria County Unified Development Ordinance allows for a special use when a proposed land split does not meet the 25-acre minimum lot size in the "A-2" Agricultural Zoning District. The petitioner proposes to divide a 23.06-acre parcel into three separate tracts of approximately 13.67 acres, 8.75 acres, and 1.08 acres. The approximately 1.08-acre tract will be sold while the remaining area of the subject parcel will be divided into the approximately 13.67-acre tract for the petitioner and the approximately 8.75-acre tract for the petitioner's sister. Additionally, Section 20-6.1.3 of the Unified Development Ordinance requires that excepting communication support structures, no more than one principal building shall be located on a lot, except as approved as a special use or temporary use. The petitioner's request will bring the subject parcel

into compliance with the Unified Development Ordinance by creating a separate parcel for each existing dwelling. A LESA was conducted on the parcel. The site scored 83.7 out of 100 for agland evaluation and 133.7 out of 200 for the site assessment component. The overall LESA score was 217.4 out of 300, which is a medium rating for agricultural protection.

ENVIRONMENTAL IMPACTS: According to the petition, each existing dwelling is served by its own private well and private septic. At the time of writing this report, there is no comment from the Health Department.

TRANSPORTATION IMPACTS: The subject parcel has frontage along on W. Southport Rd., a state highway, and the parcel can also be accessed by N. Eden Rd., a township collector road. According to the 2017 IDOT traffic map, there are approximately 1,750 vehicle trips in a 24-hour period along this portion of W. Southport Rd. The 2017 IDOT traffic map does not show the number of vehicle trips for this portion of N. Eden Rd. The proposed 1.08-acre parcel will be accessed by an existing access point off W. Southport Rd. while the 13.67-acre tract and 8.75-acre tract will be accessed by existing access points off N. Eden Rd. No new access points are proposed at this time. As the residential use of the parcel will not change, the proposed division of the parcel into three separate tracts should have little to no impact on current traffic patterns. The County Highway Department will defer to the Illinois Department of Transportation, as Southport Road (Illinois State Route 8) is maintained by the State. For access off N. Eden Road, the County will defer to the Rosefield Township Road Commissioner, as this section of Eden Road is maintained by the road district.

LAND USE FORM: The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Agriculture. The land uses allowed in the Agriculture Land Use Form include Agriculture and Open Space. The Peoria County Comprehensive Land Use Plan indicates that the Agriculture Land Use Form is largely agricultural and is distinguished from the Agriculture Preservation Land Use Form by allowing more varied uses on lower-productivity farmland that may have more timber or other topographical features. Non-agricultural development should be restricted to the lowest producing agricultural land. The petition indicates that no farmland will be taken out of production following the proposed split. Rather, the purpose of the proposed split is to create separate parcels for three existing dwellings. Land uses on the subject parcel will not change as a result of the proposed split, as these residential uses are already present on the property. The request is consistent with the Peoria County Comprehensive Land Use Plan Smart Growth Principle of locating new residential growth in areas with or adjacent to existing development. The three dwellings are existing, and a number of residential dwellings are also located along this section of W. Southport Rd. The request is also consistent with the Peoria County Rural Areas Growth Strategy of preserving the character of the “A-2” district by supporting small scale farming uses and permitting low density residential living. The proposed land split will not disrupt farming operations on adjacent sites.

C O N C L U S I O N S

CONSISTENCY WITH ADOPTED COUNTY PLAN: The request is consistent with the Peoria County Future Land Use Form map which designates this area as Agriculture. Agriculture and Open Space are the allowed uses in the Agriculture land use form. The subject parcel received a medium rating for agricultural protection. No cropland will be taken out of production. The proposal will allow the petitioner to divide a 23.06-acre parcel into three tracts of approximately 13.67 acres, 8.75 acres, and 1.08 acres in order to create separate parcels for three existing homesites.

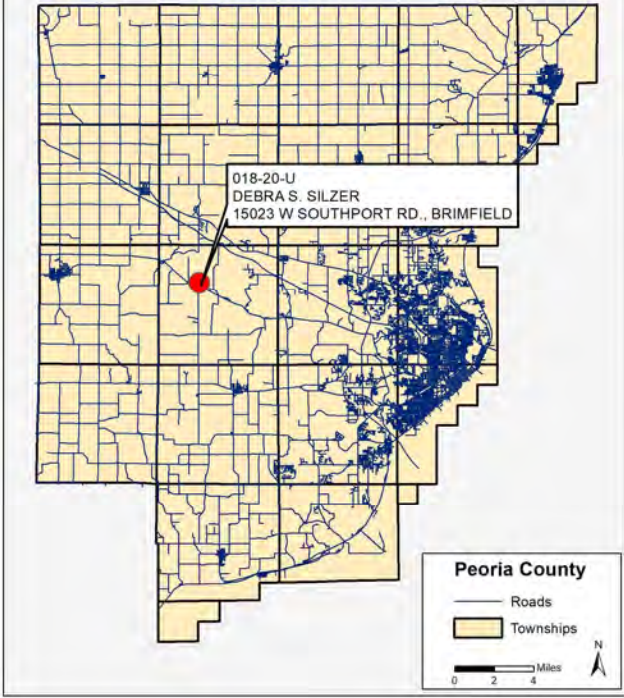
CONSISTENCY WITH COMMUNITY CHARACTER: The area surrounding the subject parcel consists of farmland and residential uses. The subject parcel consists of three existing homesites and agricultural fields. The parcel earned a LESA score of 217.4 out of 300, which is a medium rating for agricultural protection. There are approximately seven parcels consisting of less than two acres within a half-mile of the subject parcel. The request is consistent with the residential and agricultural character of the surrounding area.

MINIMIZING ADVERSE EFFECTS: The division of the subject 23.06-acre tract into approximately 13.67 acres, 8.75 acres, and 1.08 acres should not adversely affect surrounding uses, as the parcel will be divided among three existing homesites. The proposed use should not create excess noise or negative visual effects. Any change to the transportation system should be minimal. The petitioner intends to utilize existing access points off W. Southport Rd. and N. Eden Rd. in order to access the existing dwellings. There are no new access points proposed off W. Southport Rd. nor N. Eden Rd.

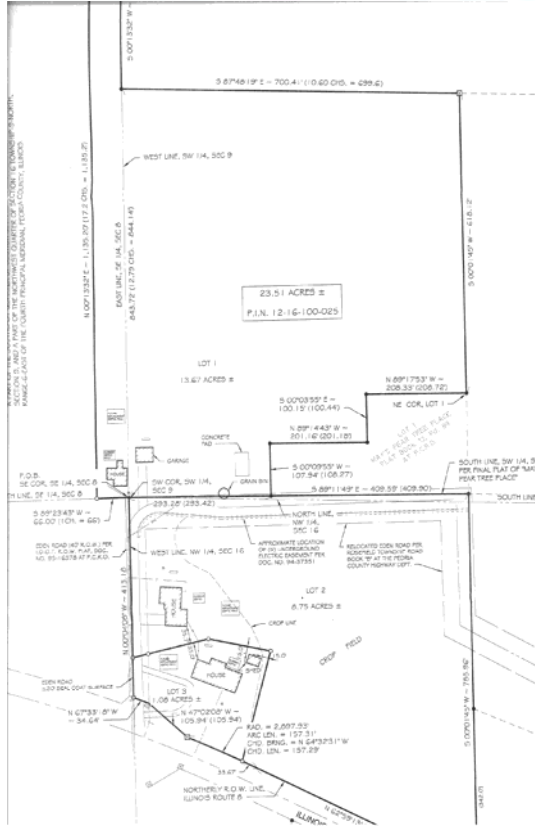
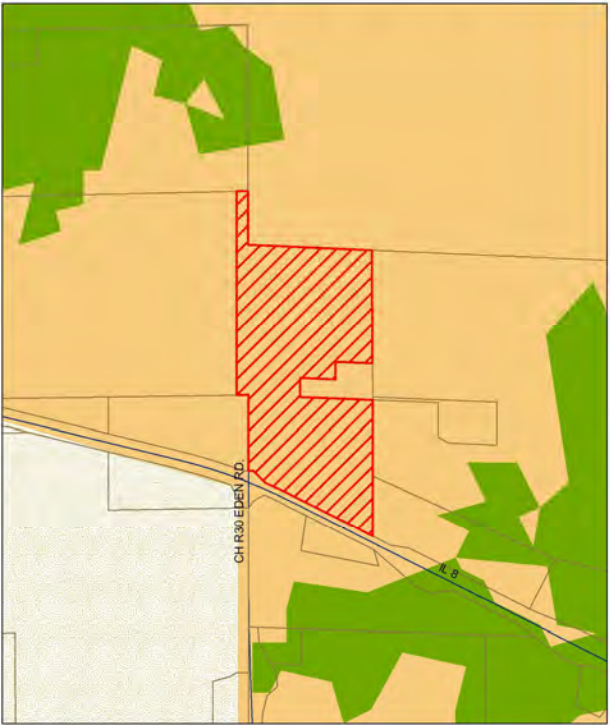
PRESENCE OF NATURAL/HISTORICAL RESOURCES: The request does not impact known natural or historical resources.

COMPLIANCE WITH ADDITIONAL STANDARDS: The proposed use will comply with additional standards for the creation of lots in the “A-2” Agricultural Zoning District as specified in the Unified Development Ordinance. If this special use request is granted, the proposed use will be compliant with the use standards of the Unified Development Ordinance. The applicant will be responsible for obtaining all required permits from the Peoria City/County Health Department and Peoria County Planning & Zoning Department.

**ZONING BOARD of APPEALS
JUNE 11, 2020**



Future Land Use Form



RECOMMENDATION

Based on the above information, the Department recommends **approval with the following restriction:**

1. Parcels created by the approval of this Special Use may not be divided again, even if subsequently combined with other parcels, unless a rezoning is granted by the County Board or unless each lot to be created meets the 25 acre minimum lot size of the "A-2" zoning District.

Respectfully submitted,

Taylor Armbruster
Planner I

Kathi Urban
Director

MINUTES OF THE DELIBERATION OF THE
PEORIA COUNTY ZONING BOARD OF APPEALS

A meeting of the Peoria County Zoning Board of Appeals was held on Thursday, June 11, 2020, in Room 403 of the Peoria County Courthouse, 324 Main Street, Peoria, Illinois. The meeting was called to order by acting Chairperson Linda O'Brien at 9:00 a.m.

PRESENT: Linda O'Brien, Greg Happ, Greg Fletcher, Andrew Keyt

ABSENT: Loren Bailliez, Leonard Unes, Jim Bateman, John Harms, Justin Brown

STAFF: Kathi Urban – Director
Andrew Braun – Assistant Director
Corbin Bogle – Planner I
Taylor Armbruster – Planner I
Jennie Cordis Boswell – Civil Assistant State's Attorney
Ellen Hanks - ZBA Administrative Assistant

Case No. 018-20-U at 9:00 a.m. Hearing to be held in room 403, of the Peoria County Courthouse, Peoria, Illinois.

Petition of **DEBRA S. SILZER, acting on behalf of DORIS J. FENWICK (owner)**, a **SPECIAL USE** as required in Section 20.5.2.2.1.a.1 of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 25 acre minimum lot size nor the 1 dwelling unit per 25 contiguous acres density requirement in the A-2 Agricultural District. The petitioner proposes to divide an existing 23.06 parcel into 3 parcels of approximately 13.6 acres, 8.7 acres, and 1 acre.

FINDINGS OF FACT FOR SPECIAL USES

Section 20-3.5.4

When considering an application for a special use permit, the decision making body shall consider the extent to which:

1. That the special use will be consistent with the purposes, goals, objectives, and standards of any officially adopted County plan and these regulations, or if not consistent, the factors which justify deviation;
 - The request is consistent with the Peoria County Future Land Use Map, which designates this area as agriculture. The subject parcel received a medium rating for agricultural protection and no crop land will be taken out of production. The proposal will allow the petitioner to divide the 23.06 acre parcel into three tracts approximately 13.67 acres, 8.75 acres, and 1.08 acres in size in order to create three separate parcels for three existing home sites.
2. That the special use will be consistent with the community character of the immediate vicinity of the parcel proposed for development, or if not consistent, the factors which justify the inconsistency:
 - The area surrounding the subject parcel consists of farmland and residential uses. The subject parcel will consist of three existing home sites and agricultural fields. The parcel earned a LESA score of 217.4 out of 300, which is a medium rating for agricultural protection. There are approximately seven parcels consisting of 2 acres within a half mile of the subject parcel.

The request is consistent with the residential and agricultural character of the surrounding area.

3. That the design of the of the proposed use will minimize adverse effects, including visual impacts on adjacent properties, except for land splits in the A-2 District and individual mobile homes;
 - The division of the subject 23.06 acre tract into approximately 13.67 acres, 8.75 acres, and 1.08 acres should not adversely affect surrounding uses as the parcel will be divided among three existing home sites. The proposed use should not create excess noise or negative visual effects. Any change to the transportation system should be minimal. The petitioner tends to utilize existing access points off W. Southport Rd. and N. Eden Road.
4. That the development has been reviewed and approved by the Illinois Department of Natural Resources with regard to the presence of endangered species, and archaeological and/or historical resources, if applicable; and
 - Th request does not impact known natural or historical resources.
5. That the proposed use will comply with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the ordinances of the County.
 - The proposed use will comply with additional standards for the creation of lots in the A-2 Agricultural Zoning District as specified in the Unified Development Ordinance. If this Special Use is granted, the proposed use will be compliant with the use standards of the Unified Development Ordinance. The applicant will be responsible for acquiring all applicable permits from the Peoria City/County Health Department and Peoria County Planning and Zoning Department.

A motion to approve the Findings of Fact was made by Mr. Fletcher and seconded by Mr. Keyt. affirmative votes; (4-0). A motion to approve the Special Use with restriction was made by Mr. Fletcher and seconded by Mr. Keyt. A vote was taken, and the motion was approved; (4-0)

Meeting adjourned 11:05 a.m.

Respectfully submitted,

Ellen Hanks
ZBA Administrative Assistant

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Land Use Committee does hereby recommend passage of the following Resolution:

RE: Approval of Special Use with restriction, Petition of Debra. S. Silzer.

RESOLUTION

WHEREAS, the County of Peoria has enacted a Unified Development Ordinance, Chapter 20 of the Peoria County Code; and

WHEREAS, said ordinance requires a Special Use when a proposed land split does not meet the 25-acre minimum lot size requirement in the A-2 Agricultural District; and

WHEREAS, a hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on June 11, 2020 in Case No. 018-20-U; a copy of the deliberation minutes of said hearing and a legal description of the subject property are attached; and

WHEREAS, the ZBA deliberated its decision on June 11, 2020, and voted to recommend approval of the Special Use; a copy of the ZBA's findings of fact is attached; and

WHEREAS, your Committee met on June 23, 2020 to consider the ZBA's recommendation, and voted to approve the Special Use.

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County, that the Special Use in Case No. 018-20-U is hereby approved with the following restriction:

1. Parcels created by the approval of this Special Use may not be divided again, even if subsequently combined with other parcels, unless a rezoning is granted by the County Board or unless each lot to be created meets the 25 acre minimum lot size of the "A-2" Zoning District.

NOTICE: Approval of this special use does not constitute approval of wells or septic systems for the property required by the Peoria City/County Health Department.

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE

AGENDA BRIEFING

COMMITTEE: Land Use **LINE ITEM:** N/A
MEETING DATE: June 23, 2020 **AMOUNT:** N/A

ISSUE: **Subdivision Waiver Case W04-20**
Petitioner(s): Debra Silzer
Waiver Requests: Section 20-8.3.4.1.b.2.a (Public Water Waiver)
Property Location: SW ¼ Sec. 9 & NW ¼ Sec. 16 in Rosefield Township (12-16-100-025)
15023 W Southport Rd. Brimfield, IL 61517
Zoning: "A-2" Agriculture
Land Use Form: Agriculture

BACKGROUND/DISCUSSION: This case is located in District #16, which is Matt Windish's district. The petitioner, Debra Silver, seeks approval of a waiver from Section 20-8.3.4.1.b.2.a of the Unified Development Ordinance. This section requires a new minor subdivision to have public water supply.

The petitioner proposes to create a 3-lot subdivision with lots served by private well. The existing 23.06 parcel will be split into 3 parcels of approximately 13.6 acres, 8.7 acres, and 1 acre. The petitioner intends to create the approximately 1.08-acre tract in order to sell an existing dwelling along with an existing shed. This dwelling, 15023 W. Southport Rd., is the southernmost dwelling on the subject parcel, and the proposed 1.08-acre parcel has existing frontage along W. Southport Rd. The proposed 8.75-acre tract will contain the existing dwelling at 6606 N. Eden Rd. along with an agricultural field. The proposed 13.67-acre tract will contain the dwelling at 6622 N. Eden Rd. along with an existing detached garage and grain bin.

The petitioner has submitted well reports from a licensed well driller indicating recovery rates of 4.3 gallons per minute, 12.3 gallons per minute and 7.9 gallons per minute for the 3 existing wells. The closest public water supply is approximately 7 miles to the west (City of Elmwood). This request was filed concurrently with Special Use Case #2020-018-U to allow for a special use when a proposed land split does not meet the 25-acre minimum lot size nor the 1 dwelling unit per 25 contiguous acres density requirement in the A-2 Agricultural District. The property is located in the SW ¼ of Section 9 and the NW ¼ of Section 16 in Rosefield Township (12-16-100-025).

At this time of this report, there was no comment Peoria City/County Health Department on the request for the water waiver.

COUNTY BOARD GOALS:



HEALTHY VIBRANT COMMUNITY

STAFF RECOMMENDATION: *Approval*

COMMITTEE ACTION: **Approved (3-0)** (Ms. Pastucha voted via teleconference.) (Ms. Williams & Mr. Windish were absent.)

PREPARED BY: Andrew Braun, Assistant Director
DEPARTMENT: Planning & Zoning

DATE: June 11, 2020

W04-20



County of Peoria
DEPARTMENT OF PLANNING & ZONING

Peoria County Courthouse • Room 301
324 Main Street • Peoria Illinois 61602-1313
Telephone (309) 672-6915 • Fax (309) 672-6075 • TDD: (800) 526-0844
Website: <http://www.peoriacounty.org>

Matthew G. Wahl, Director

**PETITION FOR WAIVER FROM
UNIFIED DEVELOPMENT ORDINANCE SUBDIVISION COMPLIANCE**

Applicant Name: Debra S. SILZER Phone: (309) 370-7851
Address: 6622 N EDEN RD
City: BRIMFIELD State: IL Zip: 61517

Owner's Name: Doris J. Fenwick ESTATE Phone: NONE
Address: 15023 W. Southport RD
City: BRIMFIELD State: IL Zip: 61517

Parcel Address: 15023 W. Southport RD ^{Brimfield, IL} Parcel Size: 23.51
Parcel ID #: 1216100025 Land Use Form Designation: Agriculture
Zoning: A-2

Tract Survey Subdivision Number of Lots to be created: 3
Ordinance Section(s) to be Waived: 20-8.3.4.1.b.2.a

1. Explanation of Request (include specific information): need each house to have its own tax base - each house on a separate parcel

2. What Hardship exists that prevents you from meeting the Ordinance's minimum requirements? ~~none~~ - 10 public (city water) + or - 7 miles to ELMWOOD, IL

3. What impact will the approval of your request have on the immediate area? nothing

I certify that statements made in this petition are true to the best of my knowledge, and that there are no restrictions, covenants or limitations which are filed of record in Peoria County, Illinois, which limit or effect the request that we are submitting.

Signature: Debra S. Silzer Date: May 11, 2020

FOR OFFICE USE ONLY

| ATTACHMENTS: | Site Plan: | Receipt No. | Fee Paid: |
|--------------|------------|-------------|-----------|
| YES | ✓ | 27039 | 200.00 |
| NO | | | |

PRELIMINARY PLAT OF FENWICK AC

A PART OF THE SOUTHEAST QUARTER OF SECTION 8, A PART OF THE SOUTHWEST SECTION 9, AND A PART OF THE NORTHWEST QUARTER OF SECTION 16 TOWNSHIP RANGE-6-EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS.

N 00°13'32" E ~ 1,135.20' (17.2 CHS. = 1,135.2')

EAST LINE, SE 1/4, SEC 8

843.72' (12.79 CHS. = 844.14')

WEST LINE, SW 1/4, SEC 9

23.51 ACRES ±
P.I.N. 12-16-100-025

LOT 1

13.67 ACRES ±

N 89°17'53" W ~ 208.33' (208.72')

NE COR, LOT 1
NOTE: FROM THESE PLATTS
PLAT BOOK 12, PG 50
AT P.C.R.O.

S 00°03'55" E ~ 100.15' (100.44')

N 89°14'43" W ~ 201.16' (201.18')

S 00°09'55" W ~ 107.94' (108.27')

S 89°11'49" E ~ 409.59' (409.90')

P.O.B.
SE COR, SE 1/4, SEC 8
SOUTH LINE, SE 1/4, SEC 8

SW COR, SW 1/4, SEC 9

293.28' (293.42')

S 89°23'43" W ~ 66.00' (1 CH. = 66')

NORTH LINE, NW 1/4, SEC 16

EDEN ROAD (40' R.O.W.) PER I.O.O.T. R.O.W. PLAT, DOC. NO. 95-16378 AT P.C.R.O.

WEST LINE, NW 1/4, SEC 16

APPROXIMATE LOCATION OF (5') UNDERGROUND ELECTRIC EASEMENT PER DOC. NO. 94-37351

RELOCATED EDEN ROAD PER ROSEFIELD TOWNSHIP ROAD BOOK 'B' AT THE PEORIA COUNTY HIGHWAY DEPT.

LOT 2

8.75 ACRES ±

N 00°04'08" W ~ 413.10'

EDEN ROAD ±20' SEAL COAT SURFACE

N 67°33'18" W ~ 34.64'

LOT 3

1.08 ACRES ±

N 47°02'08" W ~ 105.94' (105.94')

RAD. = 2,897.93'
ARC LEN. = 157.31'
CHD. BRNG. = N 64°32'31" W
CHD. LEN. = 157.29'

NORTHERLY R.O.W. LINE, ILLINOIS ROUTE 8

N 62°59'13" W ~ 505.50'

Forney's Well Service

17005 W. Oak Hill Cemetery Rd

Brimfield, IL.

309-446-3712

Septic #

049-007016

2/27/2020

Well #

101-004851

Well Test

Debra S. Silzer
6622 N. Eden Rd
Brimfield, IL. 61517

Flow Rate Test

well discription 36" diameter dug well with coble stones 1 to the surface
 approx 25' deep
 12' static level
 shallow well jet pump

we installed our sumersible test pump into this well
this pump produces 16 gpm
we pumped this well for 3 hours
was able to lower static level down to 21'

the recovery flow rate on this well at the time of test was 4.3 gpm

thanks
Troy

Forney's Well Service

17005 W. Oak Hill Cemetery Rd

Brimfield, IL.

309-446-3712

Septic #

049-007016

2/27/2020

Well #

101-004851

Well Test

Sandra Crowe
6606 N. Eden Rd
Brimfield, IL. 61517

Flow Rate Test

well discription 24" diameter concrete bored well to the surface
 approx 41' deep
 4' static level
 deep well jet pump - captive air tank

we installed our sumersible test pump into this well
this pump produces 16 gpm
we pumped this well for 5 hours
was able to lower static level down to 35'

the recovery flow rate on this well at the time of test was 12.3 gpm

thanks
Troy



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Kathi Urban, Director

Date: June 8, 2020
To: Carey Panier
From: Andrew Braun
Re: *June Unified Development Ordinance Waiver Request*

I N T E R O F F I C E M A I L

Enclosed please find the waiver request for the June 2020 Land Use Committee meeting.

W04-20:

The petitioner, Debra Silver, seeks approval of a waiver from Section 20-8.3.4.1.b.2.a of the Unified Development Ordinance. This section requires a new minor subdivision to have public water supply.

The petitioner proposes to create a 3-lot subdivision with each lot served by private well. The existing 23.06 parcel will be split into 3 parcels of approximately 13.6 acres, 8.7 acres, and 1 acre. The existing parcel consists of agricultural fields and three homesites. The petitioner intends to create the approximately 1.08-acre tract in order to sell an existing dwelling along with an existing shed. This dwelling, 15023 W. Southport Rd., is the southernmost dwelling on the subject parcel, and the proposed 1.08-acre parcel has existing frontage along W. Southport Rd. The proposed 8.75-acre tract will contain the existing dwelling at 6606 N. Eden Rd. along with an agricultural field, and this tract will be owned by the petitioner's sister. The proposed 13.67-acre tract will contain the dwelling at 6622 N. Eden Rd. along with an existing detached garage and grain bin, and this parcel will be owned by the petitioner. According to the petitioner, the grain bin will be demolished prior to the hearing of the case. The petitioner has submitted a well report from a licensed well driller indicating for each of the existing wells, indicating recovery rates of 4.3 gallons per minute and 12.3 gallons per minute. The closest public water supply is approximately 7 miles to the west (City of Elmwood). This request was filed concurrently with Special Use Case #2020-018-U to allow for a special use when a proposed land split does not meet the 25-acre minimum lot size nor the 1 dwelling unit per 25 contiguous acres density requirement in the A-2 Agricultural District. The property is located in the SW ¼ of Section 9 and the NW ¼ of Section 16 in Rosefield Township (12-16-100-025).

The Land Use Committee meeting is scheduled for Tuesday, June 23, 2020. I would greatly appreciate any comments regarding this waiver request no later than **Friday, June 11, 2020**, so that my report to the Land Use Committee includes your comments. If I do not receive any comments by the 11th, I will assume you have no comment, and as such will be reflected in my report.



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Kathi Urban, Director

June 11, 2020

Debra Silzer
6622 N. Eden Rd.
Brimfield, IL 61517

RE: June 23, 2020
Land Use Committee meeting

Dear Applicant,

For your information I have enclosed a copy of a report that pertains to your subdivision public water waiver request. This office prepared the report and recommendation for the Land Use Committee. The Land Use Committee of the Peoria County Board will entertain your request for a waiver from strict compliance with the Peoria County Unified Development ordinance.

Please be aware that the Land Use Committee meeting will be held on **Tuesday, June 23, 2020 at 4:00 p.m. in Room 402 in the Peoria County Courthouse**. This case is scheduled to go to the County Board (Room 403) on July 9, 2020 at 6:00 p.m. for final approval.

The Governor's current requirements for social distancing and restrictions on gatherings with 10 people or less may impact the ability for you to attend these hearings. Staff will follow up in advance of the schedule hearings to discuss participation methods.

If you find that you have any questions, do not hesitate to contact me.

Sincerely,

Andrew Braun
Assistant Director

Forney's Well Service

17005 W. Oak Hill Cemetery Rd
Brimfield, IL.
309-446-3712

Septic #
049-007016

2/27/2020

Well #
101-004851

Well Test

Doris J. Fenwick
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Flow Rate Test

well discription 24" diameter concrete bored well to the surface
 approx 50' deep
 5' static level
 submersible well pump - captive air tank

with original submersible pump - we pumped on this well for 6 hours
was able to lower static level down to 38'
we were pumping at a rate of 11 gpm

the recovery flow rate on this well at the time of test was 7.9 gpm

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Land Use Committee does hereby recommend passage of the following Resolution:

RE: Modification of subdivision regulations for Debra Silzer for a subdivision of part of the SW ¼ of Section 9 and the NW ¼ of Section 16, Rosefield Township, Peoria County, Illinois

RESOLUTION

WHEREAS, the County of Peoria has adopted a Unified Development Ordinance which regulates the subdivision of land and which is found in Chapter 20 of the Peoria County Code; and

WHEREAS, Section 20-8.3.4.1.b.2.a of the Unified Development Ordinance allows for modification of the regulations within the Ordinance; and

WHEREAS, this Committee has determined that Debra Silzer will incur an extraordinary hardship if required to comply with Section 20-8.3.4.1.b.2.a; and

WHEREAS, this Committee has determined that waiving compliance with Section 20-8.3.4.1.b.2.a will not nullify the purpose of the comprehensive plan or the Unified Development Ordinance; and

WHEREAS, your Land Use Committee would recommend waiving compliance with Section 20-8.3.4.1.b.2.a which requires that all new minor subdivisions have a public water supply.

NOW THEREFORE BE IT RESOLVED, by the Peoria County Board, that waiver of compliance with Section 20-8.3.4.1.b.2.a is approved.

NOTICE: Approval of this waiver does not constitute approval of wells or septic systems for the property required by the Peoria City/ County Health Department.

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE

COUNTY OF PEORIA, ILLINOIS

**RESOLUTION EXTENDING THE DECLARATION OF EMERGENCY DUE TO
COVID-19 IN PEORIA COUNTY, ILLINOIS**

WHEREAS, since early March 2020, Illinois has been faced with a disaster caused by a pandemic that has taken the lives of thousands of residents, infecting over 145,000 Illinoisans and growing, resulting in extraordinary sickness and loss of life; and,

WHEREAS, at all times but especially during a public health crisis, protecting the health and safety of Illinoisans is among the most important functions of State government; and,

WHEREAS, it is critical that Illinoisans who become sick can be treated by medical professionals, including when a hospital bed, emergency room bed, or ventilator is needed; and,

WHEREAS, it is also critical that the State's health care and first responder workforce has adequate personal protective equipment (PPE) to safely treat patients, respond to public health disasters, and prevent the spread of communicable diseases; and,

WHEREAS, as Illinois enters the fifth month of responding to the public health disaster caused by Coronavirus Disease 2019 (COVID-19), a novel severe acute respiratory illness that spreads rapidly through respiratory transmissions and that continues to be without an effective treatment or vaccine, the burden on residents, healthcare providers, first responders, and governments throughout the State is unprecedented; and,

WHEREAS, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020; and,

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic, and has now reported more than 11.5 million confirmed cases of COVID-19 and 535,000 deaths attributable to COVID-19 globally; and,

WHEREAS, despite efforts to contain COVID-19, the World Health Organization and the federal Centers for Disease Control and Prevention (CDC) indicated that the virus was expected to continue spreading, and it has, in fact, continued to spread rapidly, resulting in the need for federal and State governments to take significant steps; and,

WHEREAS, on March 9, 2020, the Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19; and,

WHEREAS, on March 13, 2020, the President declared a nationwide emergency pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), covering all states and territories, including Illinois; and,

WHEREAS, on March 26, 2020, the President declared a major disaster in Illinois pursuant to Section 401 of the Stafford Act; and,

WHEREAS, on April 1, 2020, due to the exponential spread of COVID-19 in Illinois, the Governor of Illinois again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, on April 30, 2020, due to the continued spread of COVID-19 in Illinois, the threatened shortages of hospital beds, ER beds, and ventilators, and the inadequate testing capacity, the Governor of Illinois again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, on May 29, 2020, the Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19, renewing his prior declarations; and,

WHEREAS, on June 26, 2020, the Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19, renewing his prior declarations; and,

WHEREAS, as circumstances surrounding COVID-19 rapidly evolve and new evidence emerges, there have been frequent changes in information and public health guidance; and,

WHEREAS, the unprecedented nature of COVID-19, including the health consequences it has on not just the respiratory system but the heart, brain, kidneys, and the body's immune response, has made the virus's effects and its path difficult to predict; and,

WHEREAS, from the outset, data suggested that older adults and those with serious underlying health conditions are more likely to experience severe and sometimes fatal complications from COVID-19; and,

WHEREAS, emerging evidence has shown that young people, including infants and toddlers, are also at risk of such complications; and,

WHEREAS, young and middle-aged people have comprised a significant proportion of hospitalized COVID-19 patients, and there is evidence that COVID-19 causes blood clots and strokes, and has caused deadly strokes in young and middle-aged people who exhibited few symptoms; and,

WHEREAS, the understanding of spread from infected individuals who have not shown symptoms has changed and, on April 12, 2020, the CDC changed the period of exposure risk from "onset of symptoms" to "48 hours before symptom onset"; and,

WHEREAS, some people infected by the virus remain asymptomatic but nonetheless may spread it to others; and,

WHEREAS, although the CDC initially recommended against wearing cloth face coverings or masks as protection, as a result of research on asymptomatic and pre-symptomatic transmission, the CDC revised its conclusions and recommends wearing cloth face coverings in public settings where social distancing measures are difficult to maintain; and,

WHEREAS, public health research and guidance increasingly supports wearing cloth face coverings in public settings where social distancing measures are difficult to maintain, and indicates that the risk of transmission outdoors is less than the risk of transmission indoors; and,

WHEREAS, as COVID-19 has spread in Illinois over the course of the Gubernatorial Disaster Proclamations, the circumstances causing a disaster throughout the State have changed and continue to change, making definitive predictions of the course the virus will take over the coming months extremely difficult; and,

WHEREAS, at the time of the first Gubernatorial Disaster Proclamation, there were 11 confirmed cases of COVID-19 in one Illinois county; and,

WHEREAS, as of July 6, 2020, there have been over 175,000 confirmed cases of COVID-19 in 101 Illinois counties; and,

WHEREAS, the first death attributed to COVID-19 in Illinois was announced on March 17, 2020; and,

WHEREAS, as of July 6, 2020, more than 7,000 residents of Illinois have died due to COVID-19; and,

WHEREAS, from the outset, studies have suggested that for every confirmed case there are many more unknown cases, some of which are asymptomatic individuals who can pass the virus to others without knowing; and,

WHEREAS, the CDC estimates that for every reported case of COVID-19, there are 10 unreported infections, resulting in a number of total cases in the country that may be 10 times higher than currently reported; and,

WHEREAS, although the number of new COVID-19 cases has decreased in recent weeks, the virus continues to infect thousands of individuals and claim the lives of too many Illinoisans each day; and,

WHEREAS, while the precautions taken by Illinoisans have led to a steep decline in the number of COVID-19 cases and deaths in the State in recent weeks, other states that have resisted taking public health precautions or that lifted those precautions earlier are now experiencing exponential growth and record high numbers of cases; and,

WHEREAS, public health experts have warned of a "second wave" of COVID-19 cases; and,

WHEREAS, COVID-19 has claimed the lives of and continues to impact the health of Black and Hispanic Illinoisans at a disproportionately high rate - magnifying significant health disparities and inequities; and,

WHEREAS, the Illinois Department of Public Health activated its Illinois Emergency Operations Plan and its Emergency Support Function 8 Plan to coordinate emergency response efforts by hospitals, local health departments, and emergency management systems in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, as the virus has progressed through Illinois, the crisis facing the State continues to develop and requires an evolving response to ensure hospitals, health care professionals and first responders are able to meet the health care needs of all Illinoisans and in a manner consistent with CDC guidance that continues to be updated; and,

WHEREAS, in order to ensure that health care professionals, first responders, hospitals and other facilities are able to meet the health care needs of all residents of Illinois, the State must have critical supplies, including PPE, such as masks, face shields, gowns, and gloves; and,

WHEREAS, the State of Illinois maintains a stockpile that supplies the existing PPE supply chains and stocks at various healthcare facilities; and,

WHEREAS, while the State continues to make every effort to procure PPE, if those procurement efforts are disrupted or Illinois experiences a surge in COVID-19 cases, the State faces a life-threatening shortage of respirators, masks, protective eyewear, face shields, gloves, gowns, and other protective equipment for health care workers and first responders; and,

WHEREAS, while hospitalizations have declined, Illinois is using a significant percentage of hospital beds and ICU beds, and, if COVID-19 cases were to surge, the State could face a shortage of critical health care resources; and,

WHEREAS, the State worked with top researchers from the University of Illinois at Urbana-Champaign, the Northwestern School of Medicine, the University of Chicago, the Chicago and Illinois Departments of Public Health, along with McKinsey and Mier Consulting Group, and Civis Analytics, to analyze daily data on COVID-19 deaths and ICU usage and model potential outcomes; and,

WHEREAS, the State's modeling shows the tail of the COVID-19 epi curve extending several more weeks; and,

WHEREAS, the State's modeling continues to show that without extensive social distancing and other precautions, the State will face a shortage of hospital beds, ICU beds and/or ventilators; and,

WHEREAS, the State has developed testing sites throughout Illinois and exceeds 30,000 tests in a single day, and testing capacity continues to increase; and,

WHEREAS, Illinois now has tested more than 1.5 million total specimens for COVID-19; and,

WHEREAS, national projections adjusted for Illinois' population suggest the State must continue to increase the number of tests processed per day as part of an effective effort to permanently slow and reduce the spread of COVID-19; and,

WHEREAS, in addition to causing the tragic loss of more than 7,000 Illinoisans and wreaking havoc on the physical health of tens of thousands more, COVID-19 has caused extensive economic loss and continues to threaten the financial welfare of a significant number of individuals and businesses across the nation and the State; and,

WHEREAS, the Illinois Department of Employment Security announced that the State's unemployment rate was 15.2% in May, and that major Illinois industries such as leisure and hospitality, transportation and utilities, and educational and health services had been particularly hard-hit during the March to May period; and,

WHEREAS, the Department of Commerce and Economic Opportunity is working to address the economic crisis, including through assistance programs such as the Business Interruption Grants Program for businesses that experienced a limited ability to operate due to COVID-19 related closures; and,

WHEREAS, the economic loss and insecurity caused by COVID-19 threatens the viability of business and the access to housing, medical care, food, and other critical resources that directly impact the health and safety of residents; and,

WHEREAS, based on the foregoing facts, and considering the expected continuing spread of COVID-19 and the ongoing health and economic impacts that will be felt over the coming month by people across the State, the current circumstances in Illinois surrounding the spread of COVID-19 constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, the Peoria County Emergency Management Agency, along with the City of Peoria's Office of Emergency Management activated the County's Public Health Emergency Plan, the County's Emergency Operations Plan, and the City's Emergency Operations Plan to coordinate emergency response efforts at the local level in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, based on the foregoing facts, and considering the expected continuing spread of COVID-19 and the resulting health and economic impacts that will be felt over the coming month by people across the State, the current circumstances in Illinois surrounding the spread of COVID-19 constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, based on the foregoing, the continuing burden on hospital resources, the potential shortages of resources in the event of a surge in infections, and the critical need to

increase the purchase and distribution of PPE as well as to expand COVID-19 testing capacity and contact tracing constitute a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, this proclamation will assist the County of Peoria in facilitating economic recovery for individuals and businesses in an effort to prevent further devastating consequences from economic instability; and,

WHEREAS, these conditions provide legal justification under Section 7 of the Illinois Emergency Management Agency Act for the new issuance of a proclamation of disaster; and,

NOW, THEREFORE, in the interest of aiding the people of Peoria County for ensuring public health and safety, I, Andrew A. Rand, Chairperson of the Peoria County Board of Peoria County, Illinois, hereby proclaim as follows:

Section 1. Pursuant to the provisions of Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, I find that a disaster exists within the County of Peoria, Illinois and specifically declare Peoria County as a disaster area. The proclamation authorizes the exercise of all of the emergency powers provided in Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, afforded to county government, including but not limited to those specific emergency powers set forth below.

Section 2. The Peoria City/County Health Department is directed to continue implementing the County Emergency Operations Plan and Public Health Emergency Plan in coordination with the City of Peoria and applicable agencies of the State of Illinois.

Section 3. The Peoria City/County Health Department is further directed to cooperate with the State agencies, the Peoria County Board, and local authorities in Peoria County in the development and implementation of strategies and plans to protect the public health in connection with the present public health emergency.

Section 4. The provisions of Chapter 6.5, Centralized Purchasing, of the Peoria County Code of Ordinances that would in any way prevent, hinder or delay necessary action in coping with the disaster are suspended to the extent they are not required by federal law to aid with emergency purchases necessary for response and other emergency powers as authorized by the Illinois Emergency Management Agency Act.

Section 5. This proclamation can facilitate requests for both federal and state emergency and/or disaster assistance if a complete and comprehensive assessment of damage indicates that effective recovery is beyond the capabilities of the County of Peoria, Illinois.

Section 6. This proclamation shall be effective immediately and remain in effect for 30 days.

DATED at Peoria, Illinois, this 9th day of July, A.D., 2020.

Andrew A. Rand
Peoria County Board Chairperson

ATTEST:

Rachael Parker
Peoria County Clerk