19 May 2020

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

Dear Director:

The City of Galva is submitting an application for an Economic Development Downstate Small Business Stabilization grant under the Community Development Block Grant (CDBG) Program. The grant request is in the amount of \$22,000.00 to be used to provide working capital needs for Entwined, LLC. Located six miles from Galva, the small Village of Bishop Hill is home to the Bishop Hill State Historic Site. With a population base of 128, the Village lacks the resources to assist Entwined, LLC with its grant application, and the City of Galva is delighted to provide that service on their behalf. Entwined, LLC has been a part of the Bishop Hill community since 2015, and normally employs ten (10) staff members. Entwined, LLC has been negatively impacted by the COVID-19 emergency and requires urgent assistance. We appreciate your consideration.

Respectfully submitted,

Rich Volkert, Mayor



Illinois Department of Commerce & Economic Opportunity

Uniform Application for State Grant Assistance

Agency Completed Section

 Type of Submissi Type of Application 	Application Changed / Corrected Application		
	ved By State (Completed on Receipt of Application)		
4. Name of Awardir	g State Agency Department of Commerce and Economic Opportunity		
5. Catalog of State	Financial Assistance (CSFA) Number 420-75-2398		
6. CSFA Title	Downstate Small Business Stabilization Program		
Catalog of Federal [Domestic Assistance (CFDA) 🗌 Not Applicable (No federal funding)		
7. CFDA Number	14.228		
8. CFDA Title	Community Development Block Grants/States		
9. CFDA Number	N/A		
10. CFDA Title	N/A		
Additional CFDA Number, if required	N/A		
Additional CFDA Title, if required	N/A		
Funding Opportunity Information			
11. Funding Opportu	nity Number 2380-1381		

12. Funding Opportunity Title Downstate Small Business Stabilization Program

Competition Identification 🔀 Not Applicable
13. Competition Identification Number N/A
14. Competition Identification Title N/A
Applicant Completed Section
Applicant Information
15. Legal Name (Name used for DUNS registration and grantee pre-qualification)
16. Common Name (DBA) City of Galva
17. Employer/Taxpayer identification number (EIN, TIN)
18. Organizational DUNS Number 032040933
19. SAM Cage Code 6A587
20. Business Address 311 N.W. 4th Avenue (Address 1) P. O. Box 171 (Address 2) Galva, IL 61434-0171
Applicant's Organizational Unit
21. Department Name Administration
22. Division Name Office of the City Administrator
Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application.
23. First Name David
24. Last Name Dyer
25. Suffix N/A
26. Title City Administrator
27. Organizational Affiliation City of Galva
28. Telephone Number (309) 932-2555
29. Fax Number (309) 932-3306
30. E-mail Address cityadministrator@galvail.gov
office

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

31. First Name Debbie

217.782.7500 Springfield | 312.817.7179 Chicago | www.illinois.gov/dceo

32. Last Name VanWassenhove
33. Suffix N/A
34. Title City Clerk
35. Organizational Affiliation City of Galva
36. Telephone Number (309) 932-2555
37. Fax Number (309) 932-3306
38. E-mail Address cityclerk@galvail.gov

Areas Affected

39. Areas Affected by the Project (cities,	Village of Bishop Hill and tangentially, the City of Galva, the Village of La Fayette, and the City of Kewanee from which Entwined, LLC draws its employes.			
40. Legislative and Congressional District of Applicant	74th Legislative District 17th Congressional District			
41. Legislative and Congressional Districts of Project	Program 74th Legislative District 17th Congressional District			

Applicant's Project

42 Description Title of	reopen, restock,	Business Stabilization Grant, the fund and bring much needed paychecks to to COVID-19. Applicant is anxious to r allows.	ten (10) employees currently
43. Proposed Project Terr	ⁿ Start Date	7/1/2020	
	End Date	9/1/2020	
44. Estimated Funding (Include all that apply)	🔀 Amount R	equested from the State	\$22,000.00
	Applicant	Contribution (e.g., in kind, matching)	
	🗌 Local Cont	ribution	
	🗌 Other Sou	rce of Contribution	
	🗌 Program I	ncome	
	Total Amoun	t \$22,000.00	

217.782.7500 Springfield | 312.814.7179 Chicago | www.illinois.gov/dceo

Applicant Certification:

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

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

🔀 I Agree
Authorized Representative
45. First Name David
46. Last Name Dyer
47. Suffix N/A
48. Title City Administrator
49. Telephone Number (309) 932-2555
50. Fax Number (309) 932-3306
51. E-mail Address cityadministrator@galvail.gov

52. Signature of Authorized Representative

53. Date Signed

CDBG APPLICANT PROJECT INFORMATION ECONOMIC DEVELOPMENT COMPONENT

I. PRE-APPLICATION REQUIREMENTS

7/14/2017	DATE APPLICANT COMPLETED REGISTRATION ON GATA PORTAL (www.grants.illinois.gov)
	DATE APPLICANT COMPLETED GATA'S "INTERNAL CONTROL QUESTIONNAIRE" (ICQ)
4/21/2020	Does not need to be completed at time of application but must be prior to grant award.

Council Resolution Information

Council Resolution Support Date	
(<i>MM/YY/DD</i>):	TBD
Deselection Manufacture	
Resolution Number:	TBD

II. Amount of Funding Request: \$22,000.00

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

III. <u>APPLICATION WRITER</u>

First Name	David					
Last Name	Dyer	Dyer				
Title	City Administrator	City Administrator				
Agency Name	City of Galva					
Agency Type	Municipality					
Mailing Address	P. O. Box 171, Galva, IL 61434-0171					
Telephone	(309) 932 – 2555 Email cityadministrator@galvail.gov					
Federal Employer	al Employer Identification Number 36-6005891					

IV. <u>BENEFITING BUSINESS INFORMATION</u>

Name of Business this application is in support of:

Supported Business Name: Entwined, LLC

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

_____Yes, registered in ______County X___No

Supported Business Address 1: 401 North Bishop Hill Street

Supported Business Address 2:

Supported Business City: Bishop Hill

Supported Business State: IL

Supported Business Zip: 61419

Supported Business Phone Number (309) 883 - 1587

Supported Business E-Mail Address: valerielcurrier@gmail.com

Supported Business FEIN or ITIN: 32-0593282

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

Supported Business SIC: 5621

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Currier First Name: Valerie Title: Owner Daytime Phone: (309) 883 - 1587 Home Phone: (309) 883 - 1587 E-Mail: valerielcurrier@gmail.com

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

 Funding Program Name:
 SBA EIDL
 Amount Received: \$10,000

 Funding Program Name:

 Amount Received: \$______

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? \underline{X} No _____ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits? <u>X</u> No <u>Yes</u> If yes, provide details:

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE			Commerce &	Commerce & Economic Opportunity	
Organization Name:	Entwined, LLC	DUNS#	N/A	NOFO #	2398-1381	
CSFA Number:	420-75-2398	CSFA Description:	Downstate Small Business Stabilization	Fiscal Year:	2020	
	SECTION A STATE	OF ILLINOIS FUND	S	Grant #		
Revenues				TOTA	TOTAL REVENUE	
(a). State of Illinois Grant Amount Requested				\$	\$ 22,000.00	
	BUDGET	SUMMARY STATE (DF ILLINOIS FUNDS			
Budget Expenditure CategoriesOMB Uniform GuidanceFederal Awards Reference2 CFR 200				TOTAL EXPENDITURES		
15. Working Capital			\$	22,000.00		
18. Total Costs State Grant Funds				\$	22,000.00	

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.

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 1) statutory, rule-based or programmatic restrictions or limitations. NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below) Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either: A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis. B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards. C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs) Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal 2a) year (2 CFR 200 Appendix IV (C)(2)(c). NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix 2b) IV(C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% 3) modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs) For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that: Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or; 4) Complies with other statutory policies (please specify): The Restricted Indirect Cost Rate is % Х No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements) 5)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected	Period Covered by the NICRA: From: Approving Federal/State agency (please specify):):		(mm/dd/yyyy)	
ii option (1) or (20) is selected	The Indirect Cost Rate is:	0 %	The Distribution E	ase is:		

CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity	
Organization Name Entwined LLC	CSFA Description: Downstate Small Business Stabilization	NOFO # 2398-1381	
CSFA #: 420-75-2398	DUNS # N/A	Fiscal Year(s): 2020	

(2 CFR 200.415)

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

City of Galva	City of Galva
Institution/Organization	Institution/Organization
Signature	Signature
David Dyer	Rich Volkert
Name of Official	Name of Official
City Administrator	Mayor
Title	Title
Chief Financial Officer (or equivalent)	Executive Director (or equivalent)
Date of Execution	Date of Execution

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

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

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	1	Monthly	\$ 6,250.00	2	\$ 12,500.00
Fringe Benefits					\$ -
Occupancy (Rent/Mortgage Payments)	1	Monthly	\$ 390.00	2	\$ 780.00
Utilities (Electrical, Gas, Water, Sewer)	1	Monthly	\$ 510.00	2	\$ 1,020.00
Telecommunications & Internet	1	Monthly	\$ 140.00	2	\$ 280.00
Inventory/Goods Necessary to do Business	1	Monthly	\$ 3,210.00	2	\$ 6,420.00
Supplies (office-related)	1	Monthly	\$ 100.00	2	\$ 200.00
Contractual Services (pest control, cleaning, etc.)	1	Monthly	\$ 400.00	2	\$ 800.00
Other (specify):					\$ -
Other (specify):					\$ -
					\$ -
				State Total	\$ 22,000.00

Total State-Funded Working Capital \$ 22,000.00

Working Capital Narrative (State): Our biggest expense is labor, followed by the inventory we need to conduct business. My utilities are modest but do eclipse my lease payment. I am trying to sell online so which accounts for the telecommunications and internet costs. I have pest control, cleaning expenses and would like to cover my marketing costs.

Section C - Budget Worksheet & Narrative

Entwined, LLC

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

Budget Category	State	Total
15. Working Capital	\$ 22,000.00 \$	22,000.00
State Request	\$ 22,000.00	
Non-State Amount		
TOTAL PROJECT COSTS	\$	22,000.00

Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity		
Organization Name: Entwined, LLC	CSFA Description: Downstate Small Business Stabilization	NOFO # 2398-1381		
CSFA # 420-75-2398	DUNS #N/A	Fiscal Year: 2020		
Grant Number0Final Budget Amount Approved\$22,000.00	Program Approval Signature Date	<u>Fiscal & Administrative Approval</u> <u>Signature</u> <u>Date</u>		
Budget Revision Approved	Program Approval Signature Date	Fiscal & Administrative ApprovalDateSignatureDate		

§200.308 Revision of budget and program plans

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

Project Summary

Entwined LLC includes a clothing and home décor boutique, as well as a coffee and sandwich shop located on the same premises in the historic village of Bishop Hill, Illinois, since 2015.

Bishop Hill, Illinois, is a state historical site that operates as a seasonal tourist destination in the State of Illinois. The tourist season begins with the Spring Jubilee on April 1st and ends with a Julotta service on Christmas morning.

As a result of the Covid-19 pandemic and the mandatory closing of all designated state historical sites, a significant delay in the start of the tourist season has delayed. Also, the cancelation of our much-anticipated Spring Fashion Show is financially unbearable. As a result, it has been exceedingly difficult to recoup the losses incurred during the off-season months of January, February, and March, and, as a result, the majority of our ten employees had to file for unemployment.

Any financial assistance will be much appreciated and used to not only cover the cost to retain our current staff members and bring back those that we lost, but also to cover the expense of utilities and inventory required to maintain operations.

NET INCOME VERIFICATION

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	24,086	No	Yes	7,458.19
December 31, 2018	7,306	No	Yes	8,186.40
December 31,2019	750	No	Yes	8097.37
Current:	0	No	Yes	55

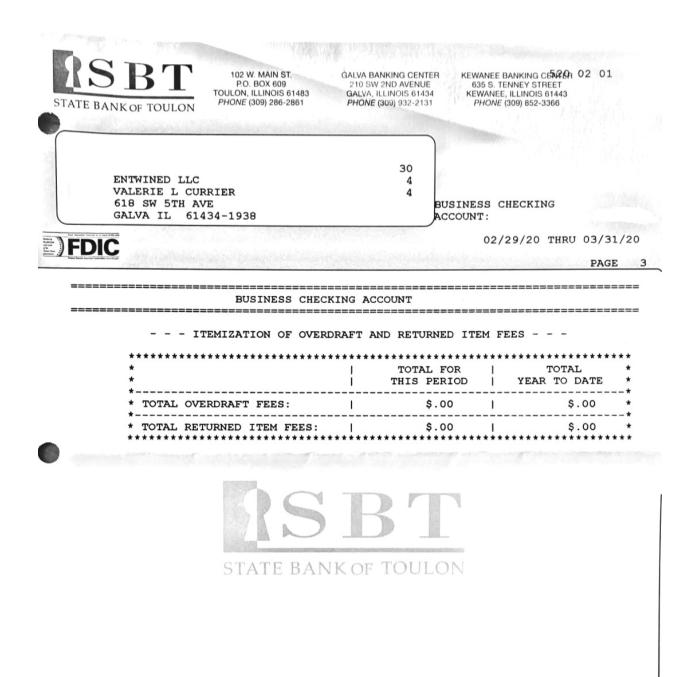
JANUARY, 2020 MONTHLY BUDGET

Budget Item	Total Monthly Expenditures	Monthly Net Income Computation
Total Income		5578
Personnel (Salary & Wages)	4500	
Fringe Benefits	0	
Equipment	0	
Inventory	1000	
Supplies	500	
Occupancy (Rent & Utilities)	450	
Telecommunications	125	
Other (Specify)	0	
Other (Specify)	0	
Other (Specify)	0	
Total of All Expenditures		6,575
Monthly Net Income (Total Income – Total of All Expenditures)		-997

Most Recent Bank Statement

the second s	DL P.O. B TOULON, IL	OX 609 210 S LINOIS 61483 GALVA	ANKING CENTER N 2ND AVENUE ILLINOIS 61434 E (309) 932-2131	KEWANEE BANKING 635 S. TENNEY ST KEWANEE, ILLINOIS PHONE (309) 852-	REET 61443
V 6	NTWINED LLC ALERIE L CURRIER 18 SW 5TH AVE ALVA IL 61434-1938			INESS CHECKI DUNT:	
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	ENTWINED LLC VALERIE L CURRI 618 SW 5TH AVE GALVA IL 61434			BUSINESS CHECKI ACCOUNT:	NG
inel	FDIC	Carrier	katerikan de j	02/29/20	THRU 03/31/20 PAGE
		BUSINESS CHEC	KING ACCOUNT		
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	BANKCARD 1869 BTOT DE			29 03/16/20	5,551.86
	BANKCARD 1869 BTOT DE		103.	34 03/16/20	5,655.20
	BANKCARD 1869 BTOT DE			48 03/16/20	5,796.68
	IRS USATAXPYMT	1,485	. 22 . 00	03/16/20 03/16/20	4,311.46 4,276.46
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	BALANCE THIS STATEMENT	•••••••••••••••		03/31/20	4,668.12
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DOCUMENTATION of EMPLOYEE STATUS

Employee Name	Employee's Last 4	Status or	n 1/1/20	Current Status			
	Last 4 Digits of Social Security #	Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Kendra Clark		<u>X</u>			<u>X</u>		
Michelle Hulstrom		X				X	
Delaney Johnson			<u>X</u>			<u>X</u>	
Allison Lee		<u>X</u>				<u>X</u>	
Morgan Nelson		<u>X</u>				<u>X</u>	
Amber Sherbevn		<u>X</u>				<u>X</u>	
Rosa Simavtis		<u>X</u>				<u>X</u>	
Anahi Torres		<u>X</u>				<u>X</u>	
<u>CiaraWewers</u>		<u>X</u>				<u>X</u>	
Jayce Hughes		<u>X</u>					<u>X</u>
<u>Allison</u> <u>Giesenhagen</u>		X					X
ΤΟΤΑ	<u>11</u>	<u>10</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>8</u>	<u>2</u>

COUNCIL RESOLUTION OF SUPPORT

Resolution No.

WHEREAS, the City of Galva is applying to the State of Illinois for a Community Development Block Grant Program grant, and

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

NOW, THEREFORE, BE IT RESOLVED as follows:

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

Passed this ______ day of ______, ____. (date required)

ATTEST: _____

City Clerk

Mayor

PUBLIC HEARING NOTICE

The City of Galva will hold a public hearing on 18 May 2020, at 9:30 am, in the Chamber Rooms of Galva City Hall, 311 N.W. 4th Avenue, Galva, IL, to provide interested parties an opportunity to express their views on the proposed Downstate Small Business Stabilization application funded by Community Development Block Grant (CDBG) funds. All persons in attendance must wear a face-covering, and the City reserves the right to enforce the Governor's social distancing rules. Persons with disabilities or non-English speaking persons who wish to attend the public hearing and need assistance should contact Debbie VanWassenhove, City Clerk at (309) 932 - 2555 no later than 11:00 am on 14 May 2020. Every effort will be made to make reasonable accommodations for these persons.

On or about 19 May 2020, the City of Galva intends to apply to the Illinois Department of Commerce and Economic Opportunity for a grant from the State CDBG program. This program is funded by Title 1 of the federal Housing and Community Development Act of 1974, as amended. These funds are to be used to provide working capital for the benefit of Entwined, LLC. The total amount of CDBG funds to be requested is \$22,000.00 and will address the urgent needs of the business due to the COVID-19 emergency.

Information related to this application will be available for review before the public hearing as of 6 May, 2020 at Galva City Hall between the hours of 8:00 am, and 4:00 pm, or on the Galva City Website at <u>http://www.galvail.gov/Business/EconomicDevelopment.php</u> Interested citizens are invited to provide comments regarding these issues either at the public hearing or by a prior written statement. Written comments should be submitted to David Dyer, 311 N.W. 4th Avenue, P.O. Box 171, Galva, IL 61434 no later than 15 May 2020 to ensure placement of such comments in the official record of the public hearing proceedings. This project will result in no displacement of any persons or businesses. For additional information concerning the proposed project, please contact David Dyer at (309) 932 – 2555 or write to David Dyer at 311 N.W. 4th Avenue, P. O. Box 171, Galva, IL 61434.

LOCAL GOVERNMENT CERTIFICATIONS

On this 19th of May, 2020, Rich Volkert, Mayor of the City of Galva hereby certifies to the Department of Commerce and Economic Opportunity in regard to an application and award of funds through the Community Development Block Grant that:

- 1. It will comply with the National Environmental Policy Act (NEPA) with the submission of this application and it further certifies that no aspect of the project for assistance has or shall commence prior to the award of funds to the community and the receipt of an environmental clearance.
- 2. It will comply with the Interagency Wetland Policy Act of 1989 including the development of a plan to minimize adverse impacts on wetlands, or providing written evidence that the proposed project will not have an adverse impact on a wetland.
- 3. It will comply with the Illinois Endangered Species Protection Act and the Illinois Natural Area Preservation Act by completing the consultation process with the Endangered Species Consultation Program of the Illinois Department of Natural Resources, or providing written evidence that the proposed project is exempt.
- 4. It will identify and document all appropriate permits necessary to the proposed project, including, but not limited to: building, construction, zoning, subdivision, IEPA and IDOT.
- 5. No legal actions are underway or being contemplated that would significantly impact the capacity of the City of Galva to effectively administer the program, and to fulfill the requirements of the CDBG program.
- 6. It will coordinate with the County Soil and Water Conservation District regarding standards for surface and sub-surface (tile) drainage restoration and erosion control in the fulfillment of any project utilizing CDBG funds and involving construction.
- 7. It is understood that the obligation of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.
- 8. It acknowledges the applicability of Davis-Bacon prevailing wage rate requirements to construction projects; a wage rate determination must be obtained prior to commencement of any construction or equipment installation; and, it shall discuss these requirements with the contractor.
- 9. It will comply with Section 3 of the Housing and Urban Development Act of 1968 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low and very low income persons and businesses.
- 10. It certifies that <u>no</u> occupied or vacant occupiable low-to-moderate income dwellings will be demolished or converted to a use other than low-to-moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended.
- 11. It will conduct a Section 504 self-evaluation of its policies and practices to determine whether its employment opportunities and services are accessible to persons with disabilities.
- 12. It will comply with 2 CFR 200, 24 CFR 570, Part 85, and the Illinois' Grant Accountability and Transparency Act (GATA).
- 13. The area, in whole or in part, in which project activities will take place, **IS** or **IS NOT** located in a floodplain. **A FEMA Floodplain map is included in the application (as required) and is located on Page**
- 14. DUNS Number: <u>032040933</u>.

Signature of Chief Elected Official

Date

BUSINESS CERTIFICATIONS

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

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

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

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

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

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

Signature of Chief Executive Officer	Date
Valerie Currier	32-0593282
Typed Name of Chief Executive Officer	FEIN #
Entwined. LLC	N/A
Name of Business	DUNS #
401 N. Bishop Hill St., Bishop Hill, IL 61419	5621
Business Address	

MANDATORY DISCLOSURES

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

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

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

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

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

Grantee Organization: City of Galva

By:

Signature of Authorized Representative

Printed Name: Rich Volkert

Printed Title: Mayor

Date: TBD

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

N/A

If the Grantee provided information above regarding a current potential conflict of interest or any actions that create or appear to create a conflict of interest, the Grantee must immediately provide documentation

to the applicable Department grant manager to support that the potential conflict of interest was appropriately handled by the Grantee's organization. If at any later time, the Grantee becomes aware of any actual or potential conflict of interest, the Grantee must notify the Department's grant manager immediately, and provide the same type of supporting documentation that describes how the conflict situation was or is being resolved.

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

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

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

Grantee Organization: City Of Galva

By: _____

Signature of Authorized Representative

Printed Name: Rich Volkert

Printed Title: Mayor

Date: TBD

FAIR HOUSING RESOLUTION

A RESOLUTION of THE Mayor and City Council OF THE City of Galva ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIMATIVELY FURTHER FAIR HOUSING.

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1968 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED THAT THE Mayor and City Council of the City of Galva, Henry County, Illinois hereby wish all persons living, working, doing business in or traveling through this City to know that:

Discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the City of Galva to implement programs , within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the City of Galva will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin, to seek equity under existing federal and state laws to file a complaint with the Illinois Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the City of Galva shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state laws or ordinances; and that the City of Galva shall undertake the following actions to additionally "affirmatively further fair housing:"

1. Mail or deliver a copy of this Resolution to all real estate offices in Galva

- 2. Mail or deliver a copy of this Resolution to all banks in Galva
- 3. Mail or deliver a copy of this Resolution to all developers in Galva
- 4. Mail of deliver a copy of this Resolution to all community organizations in Galva
- 5. Mail or deliver a copy of this Resolution to all local media
- 6. Post a copy of this Resolution at City Hall and other identified locations
- 7. Distribute flyers to our local schools
- 8. Make City personnel available to local community organizations to discuss the importance and benefits of "affirmatively furthering fair housing"

PASSED AND ADOPTER BY THE MAYOR and CITY COUNCIL OF THE CITY OF GALVA ON THIS 27TH DAY OF APRIL 2020.

Rich Volkert, Mayor

ATTEST:

Debbie VanWassenhove, City Clerk

APPROVED AS TO FORM:

Elisa Nelson, City Attorney

Form	W-	-9
(Rev. C	October 2	2018)
		he Treasur e Service

Request for Taxpayer Identification Number and Certification

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

	 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Citu of Galva Business name/disregarded entity name, if different from above 		
Print or type. See Specific Instructions on page 3.	 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnersh Note: Check the appropriate box in the line above for the tax classification of the single-member own LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the own another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner Other (see instructions) ► Municipality Address (number, street, and apt. or suite no.) See instructions. Gity, state, and ZIP code Gave, TL 161434 7 List account number(s) here (optional) 	□ Trust/estate hip) ► her. Do not check mer of the LLC is her member LLC that f.	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.) nd address (optional)
Par	t I Taxpayer Identification Number (TIN)		
backu reside	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoi up withholding. For individuals, this is generally your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other us, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i> a ter.	ra	urity number
Note: Numb	If the account is in more than one name, see the instructions for line 1. Also see What Name ar ier To Give the Requester for guidelines on whose number to enter.	Employer i	dentification number

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 ► Dehlin Man Man	Date 5-4-2020

General Instructions

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

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

Purpose of Form

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

• Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

56

6005871

- 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.

	<u>View a</u>	ssistance for SAM.gov			
		NEW WAY TO SIGN SAM account, use your S	•	ogin.gov.	z In gov FAQs
ALERT: SAM.gov will be down for schedule	ed maintenance Saturday, 05/09/2020 from 8:	00 AM to 1:00 PM		2GC	
	ne of entity registrations; processing time is cu contacted for additional information to preven		window of ten busi	iness days. Please respon	d promptly by
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Cour search returned the following Entity Galva, City of DUNS: 032040933 Has Active Exclusion?: No Expiration Date: 03/16/2021 Purpose of Registration: Federal Assista Only	CAGE Code: 6A5B7 DoDAAC: Debt Subject to Offset?: No	Status: Active			
Result Page: 1			Save PDF	Export Results	Print
GSA IBM-P-20200424-1037 www5		edaimers FAPHS.gov cessibility GSA.gov/L vacy Policy GSA.gov USA.gov			

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring, Individuals bound performing unauthorized activities are subject to disciplinary action including criminal prosecution.

CITY of GALVA

City Administration Building 311 N.W. 4th Ave. P.O. Box 171 Galva, Illinois 61434-0171

Rich Volkert Mayor Tel. 309-932-2555 Fax: 309-932-3306 www.galva.com

Department of the Treasury Internal Revenue Service Ogden, UT 84201

24 April 2020 RE: Letter 147C

Dear Internal Revenue Service:

To submit a grant application under the CDBG Downstate Small Business Stabilization Program, the State of Illinois' Department of Commerce and Economic Opportunity (DCEO) is requesting that we provide them with a new (less than five years old) Letter 147C.

Our legal name: City of Galva Our address: P.O. Box 171, Galva, IL 61434-0171 Our Taxpayer Identification Number: 36-6005891 Our telephone number: (309) 932 – 2555 Our fax number: (309) 932 – 3306

Our normal business hours are Monday - Friday from 8:00 am to 5:00 pm.

I am enclosing a previous letter dated 21 August 2007 for your perusal in hopes that it may assist you in some small way during this unprecedented crisis.

Would you be kind enough to mail or fax us a new verification letter?

Sincerely,

John North

Debbie VanWassenhove Ciity Clerk

Department of the Treasury Internal Revenue Service Ogden, UT 84201

In reply refer to: 0458472381 Aug 21, 2007 LTR 147C 36-6005891

CITY OF GALVA PO BOX 171 GLAVA IL 61434-0171 715

Taxpayer Identification Number: 36-6005891

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of August 21st, 2007.

Your Employer Identification Number (EIN) is 36-6005891. 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,

mis Glaves

MRS. GLOVER 94-12309 Customer Service Representative



U.S. Department of Housing and Urban Development 451 Seventh Street, SW Washington, DC 20410 www.hud.gov

espanol.hud.gov

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

Project Information

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

Responsible Entity: City of Galva

Grant Recipient: City of Galva

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

Preparer: David Dyer, City Administrator, City of Galva, 311 N.W. 4th Avenue, Galva, IL 61434, (309) 932 - 25556

Certifying Officer Name and Title: Rich Volkert, Mayor

Consultant (if applicable): N/A.

Project Location: 311 N.W. 4th Avenue, P. O. Box 171, Galva, IL 61434

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]: Economic development activities, including and limited to, working capital expenses (i.e., employee salaries, general operating expenses, inventory and advertising/marketing expenses) not associated with construction or expansion of existing operations in <u>the City of Galva, Henry County</u>, Illinois, to assist the following specific small business(es): <u>Entwined, LLC</u>

Level of Environmental Review Determination:

Activity/Project is Exempt per 24 CFR 58.34(a):

Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b): (4)

Funding Information

Grant Number	HUD Program	Exempt Amount	Categorically Excluded Amount
TBD, If Awarded	State CDBG	N/A	\$22,000.00

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

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

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: **\$22,000.00 in CDBG Downstate Small Business Stabilization (DSBS) funds, for the small business economic development activities noted in Description above.**

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

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

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

Flood Insurance	Yes No	The project is exempt pursuant to Section
Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001- 4128 and 42 USC 5154a]		58.6(a)(3), because it is funded through a HUD formula grant made to a state.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

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

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

Preparer Signature	:	Date:

Name/Title/Organization: David Dyer, City Administrator, City of Galva

Responsible Entity Agency Official Signature:

Date:

Name/Title: Rich Volkert, Mayor

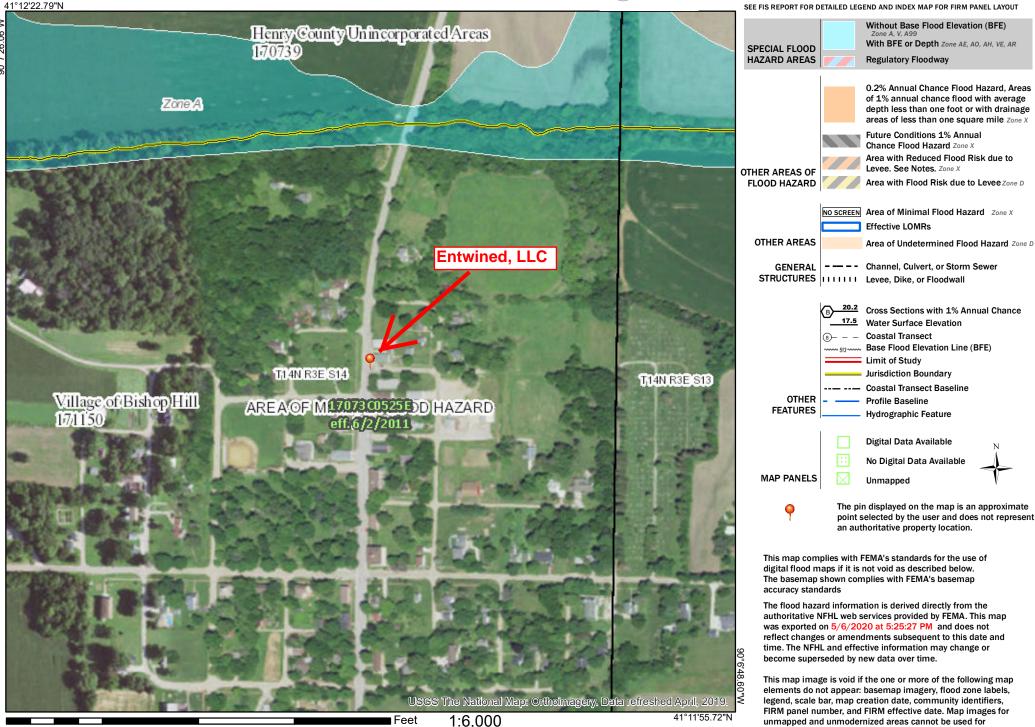
Note: Must be the name, title & signature of the applicant community's Chief Elected Official

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

National Flood Hazard Layer FIRMette



Legend



250

500

1,000

1,500

2,000

regulatory purposes.

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of Galva("Unit of Local Government") and ______, 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 <u>"Application"</u> shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 <u>"DCEO Funds"</u> shall mean the sum of \$22,000.00 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

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

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

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

3.2 Business represents and warrants that:

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

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

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

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

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

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

- 3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.
- 3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act,

as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

- 3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.
- 3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

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

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

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

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

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

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

- 4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.
- 4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.
- 4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

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

VI. GENERAL PROVISIONS

- 6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.
- 6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.
- 6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- 6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.
- 6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.
- 6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).
- 6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

- 6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- 6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

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

Entwined, LLC

City of Galva, an Illinois Municipal Corporation

By: Valerie Currier Its: Owner

Address: 401 North Bishop Hill Street Bishop Hill, IL 61419 By: The Honorable Rich Volkert Its: Mayor

Address: 311 N.W. 4th Avenue Galva, IL 61434



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

ENTWINED LLC. HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 05, 2019, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY 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 APRIL A.D. 2020 .

Authentication #: 2009402186 verifiable until 04/03/2021

esse White

SECRETARY OF STATE

Authenticate at: http://www.cyberdriveillinois.com