

City of Lewistown, Illinois

*American Legion Post No. 1
Home of Edgar Lee Masters'
"Spoon River Anthology"*



*Dickson Mounds Museum
Rasmussen Blacksmith Shop Museum
Emiquon Nature Preserve*

119 South Adams St., Lewistown, IL 61542
www.lewistownil.org
(309) 574-4300

April 29, 2020

Director's Office

Illinois Department of Commerce and Economic Opportunity

500 East Monroe

Springfield, Illinois 62701

Dear Director:

The City of Lewistown, Illinois 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 \$8,706.00 to be used to provide working capital needs for Behr Necessities Custom Cakes and Coffees. Behr Necessities Custom Cakes and Coffees has been a part of the City of Lewistown community since 2017 and normally employs zero. Behr Necessities Custom Cakes and Coffees has been negatively impacted by the COVID-19 emergency and requires urgent assistance. We appreciate your consideration.

Very Truly Yours,


Elmer R. Littlefield, Jr. Mayor



**Illinois
Department of Commerce
& Economic Opportunity**

Uniform Application for State Grant Assistance

Agency Completed Section

1. Type of Submission ☐ Pre-Application
☒ Application
☐ Changed / Corrected Application
2. Type of Application ☒ New
☐ Continuation (i.e. multiple year grant)
☐ Revision (modification to initial application)

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

4. Name of Awarding State Agency

5. Catalog of State Financial Assistance (CSFA) Number

6. CSFA Title

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

7. CFDA Number

8. CFDA Title

9. CFDA Number

10. CFDA Title

Additional CFDA Number, if required

Additional CFDA Title, if required

Funding Opportunity Information

11. Funding Opportunity Number

12. Funding Opportunity Title

Competition Identification ☒ Not Applicable

13. Competition Identification Number 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) City of Lewistown

16. Common Name (DBA) N/A

17. Employer/Taxpayer identification number (EIN, TIN) 37-6000894

18. Organizational DUNS Number 092590827

19. SAM Cage Code 6FVD5

20. Business Address (Address 1) 119 South Adams
(Address 2) Lewistown, IL 61542
(City), (State), (zip - 4)

Applicant's Organizational Unit

21. Department Name City of Lewistown

22. Division Name N/A

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

23. First Name Elmer

24. Last Name Littlefield

25. Suffix Jr

26. Title Mayor

27. Organizational Affiliation City of Lewistown

28. Telephone Number 309-547-4300

29. Fax Number 309-547-3410

30. E-mail Address erjlittlefield@comcast.net

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

31. First Name Cindy

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

32. Last Name

33. Suffix

34. Title

35. Organizational Affiliation

36. Telephone Number

37. Fax Number

38. E-mail Address

Areas Affected

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

40. Legislative and Congressional District of Applicant

41. Legislative and Congressional Districts or Program Project

Applicant's Project

42. Description Title of Applicant's Project

43. Proposed Project Term

Start Date

End Date

44. Estimated Funding (Include all that apply)

<input checked="" type="checkbox"/> Amount Requested from the State	<input type="text" value="\$8,706.00"/>
<input type="checkbox"/> Applicant Contribution (e.g., in kind, matching)	<input type="text"/>
<input type="checkbox"/> Local Contribution	<input type="text"/>
<input type="checkbox"/> Other Source of Contribution	<input type="text"/>
<input type="checkbox"/> Program Income	<input type="text"/>
Total Amount	<input type="text"/>

Applicant Certification:

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

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

☒ I Agree

Authorized Representative

45. First Name

46. Last Name

47. Suffix

48. Title

49. Telephone Number

50. Fax Number

51. E-mail Address

52. Signature of Authorized Representative



53. Date Signed



CDBG APPLICANT PROJECT INFORMATION
ECONOMIC DEVELOPMENT COMPONENT

I. PRE-APPLICATION REQUIREMENTS

08/08/2019 DATE APPLICANT COMPLETED REGISTRATION ON GATA PORTAL (www.grants.illinois.gov)

04/20/2020 DATE APPLICANT COMPLETED GATA'S "INTERNAL CONTROL
QUESTIONNAIRE" (ICQ) Does not need to be completed at time of application but
must be prior to grant award.

Council Resolution Information

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

II. Amount of Funding Request: \$8,706.00

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

III. APPLICATION WRITER

First Name	Elmer		
Last Name	Littlefield		
Title	Mayor		
Agency Name	City of Lewistown		
Agency Type	Municipality		
Mailing Address	119 South Adams, Lewistown, IL 61542		
Telephone	309-547-4300	Email	erjlittlefield@comcast.net
Federal Employer Identification Number	37-6000894		

IV. BENEFITING BUSINESS INFORMATION

Business Phone Number 309-208-3974

Business E-mail mmunton@yahoo.com

Fiscal Year End Date 12 /31

Name of Business this application is in support of:

Supported Business Name: BEHR NECESSITIES

Supported Business Address 1: 1195 N MAIN ST _____

Supported Business Address 2: _____

Supported Business City: LEWISTOWN _____

Supported Business State: IL

Supported Business Zip: 99999-9999: 61542

Supported Business E-Mail Address: mmunton@yahoo.com

Supported Business FEIN: _____

Supported Business DUNS: _____

Supported Business SIC: 5812 _____

Supported Business Type: RESTAURANT / CAKE SHOP / COFFE HUT _____

Supported Business Authorized Signatory Contact:*Signatory must sign Participation Agreement and Business Certification Form*

Last Name: MUNTON

First Name: MICHELLE _____

Title: OWNER _____

Daytime Phone: 309-208-3974 _____

Home Phone: 309-208-3974 _____

E-Mail: mmunton@yahoo.com _____**BANKRUPTCY:** Has the firm, officers or principals of the firm ever been involved in bankruptcy insolvency procedures?

<input type="checkbox"/>	No
<input checked="" type="checkbox"/>	Yes

If yes, provide details: OWNER BROKE BACK IN 2001 AND HAD TO FILE BANKRUPTCY DUE TO MEDICAL BILLS.

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?

<input checked="" type="checkbox"/>	No
<input type="checkbox"/>	Yes

If yes, provide details

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

I am a sole proprietor that owns a drive through coffee shop. We sell breakfast, lunch and soon hope to be serving evening supper. I have been in business since 2017.

I closed my business the first of March. I am a mother who would have had to take my son with me to work every day due to closing the schools. I feel uncomfortable taking my son into a situation where he could risk getting sick or possibly getting myself or others sick. Therefore, I am currently not open.

My main goal in 2020 was to improve my business tremendously, but due to the Coronavirus, it may not happen or may delay getting done.

My use of the funds would go toward things that I know would make my business be able to come back and be prosperous again in my community. The following is a narrative of things that I was going to do in 2020 but I do not know if I will be able to come back if I don't have the capital to pay the current bills until the economy opens back up.

I am wanting to put two employees on the payroll, as well as install a movable awning on the front of my building so that customers wouldn't have to stand in the elements when coming up to the window as a walk up customer. I as well have the aspiration to install a large deep fryer so that I can expand on my menu. I also want to expand on my hand dipped ice cream station to allow more options.

The capital that I would get I would definitely use towards payroll, utilities and rent this I feel would give me the best opportunity to sustain my business and reopen when the governments deems its safe.

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)	1	monthly	\$ 1,000.00	2	\$ 2,000.00
Fringe Benefits	1	monthly		2	\$ -
Occupancy (Rent/Mortgage Payments)	1	monthly	\$ 250.00	2	\$ 500.00
Utilities (Electrical, Gas, Water, Sewer)	1	monthly	\$ 1,590.00	2	\$ 3,180.00
Telecommunications & Internet	1	monthly		2	\$ -
Inventory/Goods Necessary to do Business	1	monthly	\$ 1,445.00	2	\$ 2,890.00
Supplies (office-related)	1	monthly		2	\$ -
Contractual Services (pest control, cleaning, etc.)	1	monthly		2	\$ -
Other (specify): Repairs/Maintenance	1	monthly	\$ 23.00	2	\$ 46.00
Other (specify): Auto Expense	1	monthly	\$ 45.00	2	\$ 90.00
					\$ -
				State Total	\$ 8,706.00

Total State-Funded Working Capital \$ 8,706.00

Working Capital Narrative (State):

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE				Commerce & Economic Opportunity	
Organization Name:	City of Lewistown	DUNS#	92590827		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						\$8,706.00	
BUDGET SUMMARY STATE OF ILLINOIS FUNDS							
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200				TOTAL EXPENDITURES	
15. <i>Working Capital</i>						\$ -	
18. Total Costs State Grant Funds						\$ -	

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: _____

CERTIFICATION		STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE		AGENCY: Commerce & Economic Opportunity	
Organization Name: City of Lewistown		CSFA Description: Downstate Small Business Stabilization		NOFO # 2398-1381	
CSFA #: 420-75-2398		DUNS # 92590827		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 Lewistown
Institution/Organization

Signature

Cindy Goddard
Name of Official

Administrative Assistant/City Clerk
Title
Chief Financial Officer (or equivalent)
4/21/2020
Date of Execution

City of Lewistown
Institution/Organization

Signature

Elmer R. Littlefield, Jr.
Name of Official

Mayor
Title
Executive Director (or equivalent)
4/21/2020
Date of Execution

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

Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: City of Lewistown	CSFA Description: Downstate Small Business Stabilization	NOFO # 2398-1381
CSFA # 420-75-2398	DUNS #92590827	Fiscal Year: 2020
Grant Number 0		

Final Budget Amount Approved

\$ -

Program Approval Signature

Fiscal & Administrative Approval Signature

Date

Date

Budget Revision Approved

Program Approval Signature

Fiscal & Administrative Approval Signature

Date

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 of \$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.

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	4166	NO	YES	439.27
December 31, 2018	1931	NO	YES	682.01
December 31, 2019	-2411	NO	YES	743.19
Current:				234.61

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		4609
Personnel (Salary & Wages)	1000.00	
Fringe Benefits		
Equipment		
Inventory	939.46	
Supplies	505.58	
Occupancy (Rent & Utilities)	1840.55	
Telecommunications		
Other (Specify) REPAIRS/MAINT	23.08	
Other (Specify) AUTO EXP	45.00	
Other (Specify)		
Total of All Expenditures		4,353.67
Monthly Net Income (Total Income – Total of All Expenditures)		255.33

MIDAMERICA NATIONAL BANK
100 W ELM ST
CANTON, IL 61520
Tel: (877)647-5050



MICHELLE L MUNTUN
DBA BEHR NECESSITIES
385 WEST ST
PO BOX 23
LIVERPOOL IL 61543-0023

Account No.: [REDACTED] res: (1)

Statement Date: 04/10/2020 Page: 1

SMALL BUSINESS CHECKING SUMMARY

Type: **REG Status: Active

Category	Number	Amount
Balance Forward From 03/31/20		769.41
Debits		0.00
Automatic Withdrawals	3	516.27
Automatic Deposits	1	300.00+
Card Activity	4	273.51
Miscellaneous Debits	1	45.02
Ending Balance On 04/10/20		234.61
Average Balance (Collected)	184.09+	

Direct Inquiries About Electronic Entries To:
MIDAMERICA NATIONAL BANK
100 W ELM ST
CANTON, IL 61520
Phone: (877) 647 - 5050

ALL CREDIT ACTIVITY

Date	Description	Amount
04/06/20	INTERNET TRANSFER FROM CHK 2480 TO CHK 9038 3339450	300.00

ELECTRONIC DEBITS

Date	Description	Amount
04/01/20	CHASE CREDIT CRD EPAY	427.36
04/01/20	CARDCONNECT MERCH FEES	48.91
04/02/20	9782 MCD PUR SPEEDPAY-AMEREN IL 888-789-2477 MO	208.23
04/06/20	9782 MCD PUR PAYPAL BAYSHINETRA EB 4029357733 CA	36.13
04/06/20	CAPITAL ONE CRCARDPMT	40.00
04/07/20	9782 MCD PUR AC BEER AND BAIT LEWISTOWN IL	9.15
04/09/20	9782 MCD PUR CASEYS GEN STORE 1668 LEWISTOWN IL	20.00

CHECKS AND OTHER DEBITS

* Indicates a gap in the check numbers

Date	Description	Amount
04/03/20	DEBIT MEMO	45.02

MIDAMERICA NATIONAL BANK
100 W ELM ST
CANTON, IL 61520
Tel: (877)647-5050



* MICHELLE L MUNTUN
DBA BEHR NECESSITIES
385 WEST ST
PO BOX 23
LIVERPOOL IL 61543-0023

Account No.:

(1)

Statement Date: 04/10/2020 Page: 2

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 03/31/20 was 769.41

Date	Balance	Date	Balance	Date	Balance
04/01/20	293.14	04/03/20	39.89	04/07/20	254.61
04/02/20	84.91	04/06/20	263.76	04/09/20	234.61

OVERDRAFT FEE SUMMARY

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

This Statement Cycle Reflects 12 Days

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

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

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 12/31/19		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
<u>Michelle Mutton</u>	<u>6163</u>	<u>X</u>				<u>X</u>	
<u>Katie Coleman - Westerfield</u>	<u>1598</u>	<u>X</u>	<u>X</u>				
TOTAL:							

RESOLUTION NO. _____

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

**A RESOLUTION IN SUPPORT OF AN APPLICATION FOR COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS TO BE USED FOR THE BENEFIT OF
BEHR NECESSITIES CUSTOM CAKES AND COFFEES**

WHEREAS, the City of Lewistown, an Illinois municipal corporation, is applying to the State of Illinois for a Community Development Block Grant ("CDBG") Program grant;

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

WHEREAS, Behr Necessities Custom Cakes and Coffees is, in the opinion of the City of Lewistown, a business eligible for assistance by CDBG Economic Development Downstate Small Business Stabilization funds; and

WHEREAS, the City Council and Mayor of the City of Lewistown have deemed it in the best interests of the City of Lewistown to adopt this Resolution in Support of an Application for Community Development Block Grant Funds to be used for the benefit of Behr Necessities Custom Cakes and Coffees.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) That the City of Lewistown hereby supports the Application for Community Development Block Grant Funds by the City of Lewistown to be used for the benefit of Behr Necessities Custom Cakes and Coffees;
- 2) That the City of Lewistown 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 applications to accomplish the foregoing;
- 3) That the Mayor and/or City Clerk, as the case may be and as required, and on behalf of the City of Lewistown, shall execute and deliver such documents and all other documents necessary for the carrying out of said applications and the foregoing, including without limitation any necessary Participation Agreements and certifications;
- 4) That the Mayor and/or City Clerk, as the case may be and as required, and on behalf of the City of Lewistown, are authorized to provide such additional information as may be required to accomplish the obtaining of such grant;
- 5) The Mayor and/or City Attorney are hereby authorized prior to, at the time of, and/or after the disbursement of any funds (including DCEO funds) by the City of Lewistown to the Behr Necessities Custom Cakes and Coffees, to execute any and

all documents necessary to secure, encumber or otherwise collateralize or guarantee of any assets (real, personal or mixed) of the Behr Necessities Custom Cakes and Coffees or its owners/shareholders/members/partners, in order to secure Business' performance as required under any agreements, including without limitation Participation Agreements, pursuant to any authority granted to the City of Lewistown thereunder. Without limiting the foregoing, the Mayor and/or City 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 Mayor and/or City Attorney.

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

Ayes:

Nays:

Absent:

ATTEST:

City Clerk

Mayor

PUBLIC HEARING NOTICE

The City of Lewistown will hold a public hearing on April 29, 2020 at 2:00 p.m. at Lewistown City Hall, 119 South Adams, Lewistown, IL 61542 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.

Due to social distancing requirements, and in an effort to protect the public from potential further spread of COVID-19, all persons interested in expressing their views on the proposed Downstate Small Business Stabilization application funded by CDBG funds may attend the public hearing by using the following information:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84003891604>

Or Telephone:

Dial: US: 1 312 626 6799

Webinar ID: 840 0389 1604

Persons with disabilities or non-English speaking persons who wish to attend the public hearing and need assistance should contact Cindy Goddard, Lewistown City Clerk, 119 South Adams, Lewistown, Illinois 61542, Phone: (309) 547-4300, (E-mail: lewistownclerk@comcast.net) no later than April 27, 2020. Every effort will be made to make reasonable accommodations for these persons.

On or about April 29, 2020, the City of Lewistown 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 the below named businesses. The amount of CDBG funds to be requested are set forth below. The CDBG funds will address the urgent needs of the businesses due to the COVID-19 emergency.

1. Behr Necessities Custom Cakes and Coffees Amount of CDBG Funds Requested - \$8,706.00
2. Independent Shopper, Inc. Amount of CDBG Funds Requested - \$25,000.00
3. LTR Incorporated dba The Garden Restaurant Amount of CDBG Funds Requested - \$25,000.00
4. Kemmy's Kennels Boarding and Daycare Amount of CDBG Funds Requested - \$5,692.00
5. Countryside Family Restaurant Amount of CDBG Funds Requested - \$25,000.00

Information related to this application will be available for review prior to the public hearing as of April 21, 2020 online at www.lewistownillinois.org and at Lewistown City Hall, 119 South Adams, Lewistown, IL between the hours of 9:00 a.m. and 4:00 p.m. when said office is open to the general public. Interested citizens are invited to provide comments regarding these issues either at the public hearing or by prior written statement. Written comments should be submitted to City of Lewistown, ATTN: City Clerk, 119 South Adams, Lewistown, IL 61542 (E-mail: lewistownclerk@comcast.net) no later than April 28, 2020 by 3:30 p.m. 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 Lewistown City Clerk Cindy Goddard, (309) 547-4300, or write to City Clerk Cindy Goddard, 119 South Adams, Lewistown, IL 61542.

CT210095

Depth:

— 6.08 in —

LOCAL GOVERNMENT CERTIFICATIONS

On this 21st of April, 2020, the Mayor Elmer R Littlefield Jr. of City of Lewistown 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 Lewistown to effectively administer the program, and to fulfill the requirements of the CDBG program.
6. It will coordinate with the County Soil and Water Conservation District regarding standards for surface and sub-surface (tile) drainage restoration and erosion control in the fulfillment of any project utilizing CDBG funds and involving construction.
7. It is understood that the obligation of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.
8. It acknowledges the applicability of Davis-Bacon prevailing wage rate requirements to construction projects; a wage rate determination must be obtained prior to commencement of any construction or equipment installation; and, it shall discuss these requirements with the contractor.
9. It will comply with Section 3 of the Housing and Urban Development Act of 1968 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low and very low income persons and businesses.
10. It certifies that no occupied or vacant occupiable low-to-moderate income dwellings will be demolished or converted to a use other than low-to-moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended.
11. It will conduct a Section 504 self-evaluation of its policies and practices to determine whether its employment opportunities and services are accessible to persons with disabilities.
12. It will comply with 2 CFR 200, 24 CFR 570, Part 85, and the Illinois' Grant Accountability and Transparency Act (GATA).
13. The area, in whole or in part, in which project activities will take place, **IS** or **(S NOT circle one)** located in a floodplain.

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

14. DUNS Number: 092590827


Mayor Elmer R Littlefield, Jr.
City of Lewistown, IL

4/22/2020
Date

BUSINESS CERTIFICATIONS

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

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

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

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

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

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


Signature of Chief Executive Officer

April, 14 2020
Date

Michelle Mader
Typed Name of Chief Executive Officer

BEHR NECESSITIES
Name of Business


FEIN #

1195 N. MAIN ST. LEWISTOWN,
Business Address IL 61542

5812
DUNS #
5812
SIC #

MANDATORY DISCLOSURES

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

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


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 Lewistown

By:


Signature of Authorized Representative

Printed Name: Elmer R. Littlefield, Jr.

Printed Title: Mayor

Date: April 21, 2020

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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 Lewistown

By:


Signature of Authorized Representative

Printed Name: Elmer R. Littlefield, Jr.

Printed Title: Mayor

Date: April 21, 2020

CHAPTER 95: FAIR HOUSING POLICY

Section

- 95.01 Declaration of policy
- 95.02 Definitions
- 95.03 Prohibited acts

- 95.99 Penalty

community's total housing supply; lessen racial, ethnic and economic concentrations; and facilitate desegregation and racially inclusive patterns of occupancy and use of public and private facilities. (Ord. 2005-14, passed 12-13-05)

§ 95.01 DECLARATION OF POLICY.

(A) In furthering the policy of the State of Illinois as expressed in its Constitution and other laws; in order that the safety and general welfare, peace and health of all the inhabitants of the city may be ensured, it is hereby declared the policy of the City of Lewistown, Illinois, to assure equal opportunity to all residents, regardless of race, color, religion, national origin or ancestry, sex, creed, or physical disability to live in decent, sanitary, healthful, standard living quarters.

(B) It is the policy of the City of Lewistown that no owner, lessee, sub-lessee, assignee, managing agent, or other person, firm or corporation having the right to sell, rent, lease (or otherwise control) any housing accommodation and/or real property within the city, or any agent of these shall refuse to sell, rent, lease, or otherwise deny to or withhold from any person or group of persons such housing accommodations and/or real property because of race, color, religion, national origin or ancestry, sex, creed, or disability of such person or persons or discriminate against any person or persons because of race, color, religion, national origin or ancestry, sex, creed or disability in the conditions, terms, privileges of the sale, rental or lease of any housing accommodation and/or real property or in the furnishing of facilities and/or services in connection therewith.

(C) Relocation shall be carried out in a manner that will promote maximum choice within the

§ 95.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DECENT, SANITARY, HEALTHFUL STANDARD LIVING QUARTERS. Housing which is in sound, clean, and weather tight condition in conformance with applicable local, state, and national codes.

DISCRIMINATE. The terms **DISCRIMINATE** or **DISCRIMINATION** mean any difference expressed in any way toward a person or persons in the terms of the sale, exchange, lease, rental or financing for housing accommodation and/or real property in regard to such sale, exchange, rental, lease or finance because of race, color, religion, national origin or ancestry, sex, creed, or disability of such person.

FINANCIAL INSTITUTION. Any person, institution or business entity of any kind which loans money to persons and receives as security for said loans a secured interest of any kind in the real property of the borrower.

HOUSING ACCOMMODATION. The term **HOUSING ACCOMMODATION** includes any building, structure, or portion thereof which is used or occupied, maintained, arranged or designed to be used or occupied as a home, residence or sleeping place of one or more human beings, or any real estate so used, designed or intended for such use.

OWNER. Any person or persons who hold legal or equitable title to, or own any beneficial interest in any real property or who hold legal or equitable title to shares of, or hold any beneficial interest in any real estate cooperative which owns any real property and/or housing accommodations.

REAL ESTATE BROKER. Any person, partnership, association, corporation and/or agent thereof, who for a fee or other valuable consideration offers, sells, purchases, exchanges or rents, or negotiates for the sale, purchase, exchange or rental of a housing accommodation and/or real property of another, or collects rental for the use of housing accommodation and/or real property of another.

REAL PROPERTY. Any real estate, vacant land, building, structure or housing accommodations within the corporate limits of the City of Lewistown, Illinois. (Ord. 2005-14, passed 12-13-05)

§ 95.03 PROHIBITED ACTS.

(A) It shall be unlawful for any owner of real estate, lessee, sub-lessee, real estate broker or salesman-financial institution or employee of the financial institution, advertiser, or agent of any or all of the foregoing, to discriminate against any person or persons because of their race, color, religion, national origin or ancestry, sex, creed, or disability with regard to the sale, exchange or rental, or any dealing concerning any housing accommodation and/or real property.

(B) In addition to the foregoing, it shall also be unlawful for any real estate broker or employee thereof, owner or other person, or financial institution dealing with housing or real property in the City of Lewistown, Illinois:

(1) To discriminate against any person in the availability of or the price, terms, conditions, or privileges of any kind relating to the sale, rental, lease, or occupancy of any housing accommodation or real property in the city or in furnishing of any facilities or services in connection therewith.

(2) To publish or circulate, or cause to be published or circulated, any notice, statement or advertisement, or to announce a policy, or to use any form of application, for the purchase, lease, rental or financing of real property, or to make any record of inquiry in connection with the prospective purchase, rental or lease of such real estate, which expresses directly or indirectly any discrimination as to race, color, religion, national origin or ancestry, sex, creed or disability of any person.

(3) To discriminate in connection with lending money, guaranteeing loans, accepting mortgages or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation and/or real property.

(4) To solicit for sale, lease, or listing for the sale or lease, of any housing accommodation and/or real property on the grounds of loss of value because of the present or prospective entry into any neighborhood of any person or persons of any particular race, color, religion, national origin or ancestry, sex, creed, or disability.

(5) To distribute or cause to be distributed, written material or statements designed to induce any owner or any housing accommodation and/or real property to sell or lease his or her property because of any present or prospective change in the race, color, religion, national origin or ancestry, sex, creed, or disability of persons in the neighborhood.

(6) To make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any housing accommodation and/or real property for the purpose of inducing or attempting to induce the sale or listing for sale of any housing accommodation and/or real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, national origin or ancestry, sex, creed, or disability in the area will or may result in the lowering of property values in the block, neighborhood or area in which the property is located.

(7) For an owner to solicit any real estate broker to sell, rent or otherwise deal with such owner's housing accommodations and/or real property with any limitation on its sale based on race, color, religion, national origin or ancestry, sex, creed, or disability.

(8) For an owner to refuse to sell, rent, or otherwise deal with any housing accommodation and/or real property because of race, color, religion, national origin or ancestry, sex, creed, or disability of the proposed buyer or tenant.

(Ord. 2005-14, passed 12-13-05) Penalty, see § 95.99

§ 95.99 PENALTY.

Any person convicted of violating any of the provisions of this chapter shall be punished by a fine of not less than \$100 nor more than \$1,500. Each day a violation continues shall constitute a separate violation. This section in no way abrogates or impairs the right of the City of Lewistown, Illinois, to specifically enforce, by any legal means, any of the provisions of this chapter.

(Ord. 2005-14, passed 12-13-05)

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Lewistown		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) 119 S. Adams St.	Requester's name and address (optional)	
6 City, state, and ZIP code Lewistown, IL 61542		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
3	7		-	6	0	0	0	8	9

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 on page 3.

Sign Here	Signature of U.S. person ▶ <i>Cindy Goodard</i>	Date ▶ <i>4/10/20</i>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

Entity Dashboard

- Entity Overview
- Entity Registration
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
- Reports
 - Service Contract Report
 - BioPreferred Report
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

BACK TO USER DASHBOARD

LEWISTOWN, CITY OF
DUNS: 092590827 CAGE Code: 6FVD5
Status: Active
Expiration Date: 08/07/2020
Purpose of Registration: Federal Assistance Awards Only

110 S ADAMS ST
LEWISTOWN, IL, 61542-1443
UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 092590827
Name: LEWISTOWN, CITY OF
Business Type: US Local Government
Last Updated By: Cindy Goddard
Registration Status: Active
Activation Date: 08/08/2019
Expiration Date: 08/07/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200327-1355
WWW1

- | | | |
|----------------|----------------|-------------|
| Search Records | Disclaimers | FAPIS.gov |
| Data Access | Accessibility | GSA.gov/IAE |
| Check Status | Privacy Policy | GSA.gov |
| About | | USA.gov |
| Help | | |



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0457351513
May 29, 2014 LTR 147C
37-6000894

CITY OF LEWISTOWN
% MELODEE RUDOLPH
119 S ADAMS ST
LEWISTOWN IL 61542-1443 190

Taxpayer Identification Number: 37-6000894

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of April 8th, 2014.

Your Employer Identification Number (EIN) is 37-6000894. 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 7:00 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,

J Greggs
0247425
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 City of Lewistown, Illinois.

Responsible Entity: City of Lewistown, Illinois

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

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

Preparer: Keith J. Plavec, City Engineer
Maurer-Stutz, Inc.
1670 E. Ash St.
Canton, IL 61520
Phone: (309) 647-7831

Certifying Officer Name and Title: Elmer R. Littlefield, Jr., Mayor

Consultant (if applicable): N/A.

Project Location: 119 S. Adams Street, Lewistown, Illinois 61542

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 the City of Lewistown, Fulton County, Illinois, to assist the following specific small business(es): BEHR NECESSITIES CUSTOM CAKES AND COFFEES

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	

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

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

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$25,000.00 in CDBG Downstate Small Business Stabilization (DSBS) funds, for the small business economic development activities noted in Description above.

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

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

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	No sale or acquisition of property will occur.
Coastal Barrier Resources	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>Illinois is not a covered state under these Acts.</i>

Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]		
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The project is exempt pursuant to Section 58.6(a)(3), because it is funded through a HUD formula grant made to a state.</i>

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: Keith J. Plavec Date: 04/21/2020

Name/Title/Organization: Keith J. Plavec, City Engineer for City of Lewistown, Illinois, Maurer-Stutz, Inc..

Responsible Entity Agency Official Signature:

Elmer R. Littlefield, Jr. Date: 04/21/2020

Name/Title: Elmer R. Littlefield, Jr., 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



40°24'29.22"N

90°9'37.14"W



Legend

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

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

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot, or with drainage areas of less than one square mile Zone X	Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee, See Notes, Zone X	Area with Flood Risk due to Levee Zone D

OTHER AREAS	Area of Minimal Flood Hazard Zone X
GENERAL STRUCTURES	Effective LOMRs
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

OTHER FEATURES	Cross Sections with 1% Annual Chance
	Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

MAP PANELS	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/21/2020 at 9:08:49 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 21st day of April, 2020 by and between the City of Lewistown, an Illinois municipal corporation ("Unit of Local Government") and Behr Necessities Custom Cakes and Coffees (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 Eight Thousand, Seven Hundred Six Dollars (\$8,706.00) 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, 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.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto, if any). 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.

3.4 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.

- 3.5 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, mayors, treasurers, clerks, attorneys, insurers, council members (aldermen/alderwomen), 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.
- 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 promptly furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.
- 3.7 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, mayors, treasurers, clerks, attorneys, insurers, council members (aldermen/alderwomen), 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.
- 3.8 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

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 (if any), 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 (if any), 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 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

- 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, if any) 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. 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: City of Canton, ATTN: Nathan Collins, City Attorney, 177 W. Lincoln, Lewistown, IL 61542.

- 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 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 Ninth Judicial Circuit, Fulton County, Illinois, shall be the sole and exclusive jurisdiction and venue for the resolution of legal disputes hereunder.
- 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.

6.12 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.

BEHR NECESSITIES CUSTOM
CAKES AND COFFEES



By: MICHELLE MUNTON
Its: President

Address: 1195 N MAIN
LEWISTOWN, IL
61542
E-mail Address:
mmunton@yahoo.com

CITY OF LEWISTOWN, an Illinois
municipal corporation


By: Honorable Elmer R. Littlefield Jr.
Its: Mayor

Address: 119 South Adams
Lewistown, IL 61542