

**DOWNSTATE SMALL BUSINESS STABILIZATION
PROGRAM APPLICATION**

Fajita's Mexican Restaurant #2, Inc.

CDBG Application Submission Checklist

<u>PROJECT INFORMATION</u>	<u>PAGE NUMBER</u>
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<input checked="" type="checkbox"/> Applicant Project Information (local government & benefiting business information)	7
<input checked="" type="checkbox"/> Uniform GATA Budget (completed by the local government and benefiting business)	9
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<input checked="" type="checkbox"/> Copy of Most Recent Bank Statement (from benefiting business)	17
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<input checked="" type="checkbox"/> Documentation of Employee Status (from benefiting business)	21
<input checked="" type="checkbox"/> Council Resolution of Support	22
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City of La Salle

La Salle County, Illinois

City Offices - 745 Second Street - La Salle, Illinois 61301-2501

Bus: 815-223-3755

Fax: 815-223-9508

www.lasalle-il.gov



June 16, 2020

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

Dear Director:

The City of La Salle is submitting an application for an Economic Development Downstate Small Business Stabilization grant under the Community Development Block Grant (CDBG) Program. The grant request is in the amount of \$25,000.00 to be used to provide working capital needs for Fajita's Mexican Restaurant #2, Inc. Fajita's Mexican Restaurant #2, Inc. has been a part of the City of La Salle community since 2007 and normally employs 5 employees. Fajita's Mexican Restaurant #2, Inc. has been negatively impacted by the COVID-19 emergency and requires urgent assistance. We appreciate your consideration.

Very truly yours,

Mayor Jeff Grove
City of La Salle

The City of La Salle is an equal opportunity provider and employer

Jeff Grove Mayor 815-223-3755 x5026	Carrie Brown City Clerk 815-223-3755 x5028	John Duncan Finance Director 815-223-3755 x5029	Brian Brown City Engineer 815-223-7041	Jeff Bumgarner Supt. of Public Works 815-223-3755 x5022	Building Department 815-223-3755 x5020
Leah Inman Economic Dev. Director 815-488-4442 815-223-3755 x5021	Andy Bacidore Fire Chief 815-228-9218	Rob Uranich Police Chief 815-223-2131	Lynda Kasik Parks and Rec Director 815-488-1395	Virginia Kochanowski City Treasurer 815-224-1191	Jim McPhedran City Attorney Meyers & Flowers 815-223-0230



Illinois Department of Commerce & Economic Opportunity

Uniform Application for State Grant Assistance

Agency Completed Section

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

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

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

4. Name of Awarding State Agency

5. Catalog of State Financial Assistance (CSFA) Number

6. CSFA Title

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

7. CFDA Number

8. CFDA Title

9. CFDA Number

10. CFDA Title

Additional CFDA Number, if required

Additional CFDA Title, if required

Funding Opportunity Information

11. Funding Opportunity Number

12. Funding Opportunity Title

Competition Identification Not Applicable

13. Competition Identification Number

14. Competition Identification Title

Applicant Completed Section

Applicant Information

15. Legal Name (Name used for DUNS registration and grantee pre-qualification)

16. Common Name (DBA)

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

18. Organizational DUNS Number

19. SAM Cage Code

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

Applicant's Organizational Unit

21. Department Name

22. Division Name

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

23. First Name

24. Last Name

25. Suffix

26. Title

27. Organizational Affiliation

28. Telephone Number

29. Fax Number

30. E-mail Address

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

31. First Name

32. Last Name

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)

Amount Requested from the State

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

Local Contribution

Other Source of Contribution

Program Income

Total Amount

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

10/17/2016 DATE APPLICANT COMPLETED REGISTRATION ON GATA PORTAL (www.grants.illinois.gov)

8/30/2019 DATE APPLICANT COMPLETED GATA'S "INTERNAL CONTROL QUESTIONNAIRE"
(ICQ) Does not need to be completed at time of application but must be prior to grant award.

Council Resolution Information

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

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

FINANCING GAP - For Economic Development Grants, this argument will demonstrate that a business can raise only a portion of the financing necessary to complete the project. Banks and other financial institutions must disclose their legal lending units and other circumstances which would prevent them from financing the project without CDBG assistance. Reference the documentation within the application which supports the argument. Written evidence to include bank statements for a period beginning January 1, 2020 and an explanation of the credits and debits. The Department will consider other forms of documentation to demonstrate the lack of permanent working capital in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, etc.

III. APPLICATION WRITER

First Name	Leah		
Last Name	Inman		
Title	Economic Development Director		
Agency Name	City of La Salle		
Agency Type	Municipality		
Mailing Address	745 2 nd Street, La Salle, IL 61301		
Telephone	815-488-4442	Email	l.inman@lasalle-il.gov
Federal Employer Identification Number	36-6005965		

IV. BENEFITING BUSINESS INFORMATION

Business Phone Number	815-224-3020
Business E-mail	degantetd@yahoo.com
Fiscal Year End Date	12 / 31

Name of Business this application is in support of:

Supported Business Name: Fajita's Mexican Restaurant #2, Inc.
Supported Business Address 1: 254 3rd Street
Supported Business Address 2:
Supported Business City: LaSalle
Supported Business State: IL
Supported Business Zip: 61301
Supported Business E-Mail Address: degantetd@yahoo.com
Supported Business FEIN: 26-2834111
Supported Business DUNS: 117518690
Supported Business SIC: 58120112
Supported Business Type: C Corporation

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Degante
First Name: Teodora
Title: President
Daytime Phone: 815-224-3020
Home Phone: 262-721-7428
E-Mail: degantetd@yahoo.com

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy insolvency procedures?

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

If yes, provide details:

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

NO	No
<input type="checkbox"/>	Yes If yes, provide details:

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

SECTION - A (continued) Indirect Cost Rate Information

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: Fajita's Mexican Restaurant #2, Inc.	CSFA Description: Downstate Small Business Stabilization	NOFO # 2398-1381
CSFA #: 420-75-2398	DUNS #	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).

Fajita's Mexican Restaurant #2, Inc.
Institution/Organization

Institution/Organization

Signature

Signature

Teodora Degante
Name of Official

Name of Official

Owner
Title

Title

Chief Financial Officer (or equivalent)
6/16/2020

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.

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	\$ 5,905.00	3	\$ 17,715.00
Fringe Benefits		monthly			\$ -
Occupancy (Rent/Mortgage Payments)	1	monthly	\$ 2,000.00	3	\$ 6,000.00
Utilities (Electrical, Gas, Water, Sewer)		monthly			
Telecommunications & Internet		monthly			
Inventory/Goods Necessary to do Business	1	monthly	\$ 428.33	3	\$ 1,285.00
Supplies (office-related)		monthly			\$ -
Contractual Services (pest control, cleaning, etc.)		monthly			\$ -
Other (specify):					\$ -
Other (specify):					\$ -
					\$ -
State Total			\$		25,000.00

46.66666667

Total State-Funded Working Capital \$ 25,000.00

Working Capital Narrative (State):

Fajita's Mexican Restaurant is a member of the food and beverage industry in La Salle, Illinois that services the La Salle - Peru community. The COVID-19 pandemic has created conditions that pose health and welfare risks to both our customers and employees. We have responded by adapting our business model and offering curbside pick-up along with carryout to serve our community. There is also uncertainty of when we may be allowed to reopen at full capacity. This in turn, has limited our ability to serve the community at full capacity and has resulted in some layoffs. This grant money will help maintain working capital to sustain operating needs and adjustments, and to retain human capital. Grant award money will be used to retain 3 employees in full-time pay, and 1-2 employees on part-time hours. These employees are part of the La Salle - Peru community and are eager to get back to work.

Section C - Budget Worksheet & Narrative

Fajita's Mexican Resta

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

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

Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: Fajita's Mexican Restaurant #2, Inc.	CSFA Description: Downstate Small Business Stabilization	NOFO # 2398-1381
CSFA # 420-75-2398	DUNS #	Fiscal Year: 2020
Grant Number <u>0</u>		

Final Budget Amount Approved

\$ 25,000.00

Program Approval Signature

Date

Fiscal & Administrative Approval

Signature

Date

Budget Revision Approved

Program Approval Signature

Date

Fiscal & Administrative Approval

Signature

Date

§200.308 Revision of budget and program plans

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

Project Summary

Fajita's Mexican Restaurant is a member of the food and beverage industry in La Salle, Illinois that services the La Salle - Peru community. The COVID-19 pandemic has created conditions that pose health and welfare risks to both our customers and employees. We have responded by adapting our business model and offering curbside pick-up along with carryout to serve our community. There is also uncertainty of when we may be allowed to reopen at full capacity. This in turn, has limited our ability to serve the community at full capacity and has resulted in some layoffs. This grant money will help maintain working capital to sustain operating needs and adjustments, and to retain human capital. Grant award money will be used to retain 3 employees in full-time pay, and 1-2 employees on part-time hours. These employees are part of the La Salle - Peru community and are eager to get back to work.

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
June 30, 2016	\$31,180.00	Yes	No	\$16,670.00
June 30, 2017	\$6,719.00	Yes	No	\$14,200.00
June 30, 2018	\$21,000.00	No	Yes	\$15,540.00
Current:				\$732.29

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		\$40,421.00
Personnel (Salary & Wages)	\$5,538.05	
Fringe Benefits	-	
Equipment	-	
Inventory	\$6,694.89	
Supplies	\$1,245.69	
Occupancy (Rent & Utilities)	\$4,137.78	
Telecommunications	-	
Other (Insurance)	\$846.07	
Other (Sales Tax)	\$2,574.00	
Other (Payroll Taxes)	\$511.05	
Total of All Expenditures		\$21,547.53
Monthly Net Income (Total Income – Total of All Expenditures)		\$18,873.47

Leah Inman

From: Donnelly Accounting <donnelly_accounting@yahoo.com>
Sent: Friday, June 5, 2020 12:35 PM
To: Leah Inman
Subject: Fw: may statement

Here is Fajita's last bank statement. Ending balance on account is currently \$732.29.

DONNELLY ACCOUNTING

316 3rd St
LaSalle, IL 61301
Phone (815)224-4340
Fax (815)224-4768

----- Forwarded Message -----

From: Teodora Degante <doristd@icloud.com>
To: "donnelly_accounting@yahoo.com" <donnelly_accounting@yahoo.com>
Cc: "donnelly_accounting@yahoo.com" <donnelly_accounting@yahoo.com>
Sent: Friday, June 5, 2020, 12:30:09 PM CDT
Subject: may statement

<https://midlandstatesbank.btbanking.com/online serv/CM/balReporting.cgi>



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- [Online Requests](#)

Transaction Search Results

Search Criteria

Company FAJITAS MEXICAN RESTAURANT #2 INC
Account 1000114260 - Pro Free Checking
Date 05/01/2020 to 05/31/2020
Check / Serial Number All
Amount All
Transaction Type All

Date	Description	Check / Serial Number	Amount
05/01/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		369.81
05/01/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		-518.52
05/01/2020	USATAXPYMT IRS CCD 270052245131986		-1,140.34
05/04/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		696.72

Date	Description	Check / Serial Number	Amount
05/04/2020	UNEMPL TAX IL DEPT EMPL SEC CCD 126690048 TXP*4584536**200331**0000000000		-119.75
05/04/2020	AmerenIL Speedpay WEB		-866.65
05/04/2020	Incleasing Check	1208	-2,000.00
05/05/2020	SETTLEMENT MRCHNT PMINT PROC CCD 561105001125993		990.85
05/05/2020	SETTLEMENT MRCHNT PMINT PROC CCD 561105001125993		1,190.92
05/06/2020	SETTLEMENT MRCHNT PMINT PROC CCD 561105001125993		732.45
05/06/2020	PPP LN 6129877300		14,763.32
05/07/2020	SETTLEMENT MRCHNT PMINT PROC CCD 561105001125993		1,800.28
05/07/2020	UTILITY WATER BILLS CCD 10508860006		-216.29
05/07/2020	Incleasing Check	1209	-1,569.21
05/08/2020	SETTLEMENT MRCHNT PMINT PROC CCD 561105001125993		625.34
05/08/2020	Incleasing Check	1211	-1,252.52
05/11/2020	SETTLEMENT MRCHNT PMINT PROC CCD 561105001125993		436.08
05/12/2020	SETTLEMENT MRCHNT PMINT PROC CCD 561105001125993		541.55
05/12/2020	SETTLEMENT MRCHNT PMINT PROC CCD 561105001125993		766.91
05/12/2020	RSIBILLPAY REPUBLICSERVICES WEB		-195.35
05/12/2020	Web Xfer From/To: 1000114260-D /1000210251-D		-14,763.32
05/12/2020	Incleasing Check	1212	-900.00
05/13/2020	SETTLEMENT MRCHNT PMINT PROC CCD 561105001125993		637.51
05/13/2020	Incleasing Check	1213	-2,192.95
05/14/2020	SETTLEMENT MRCHNT PMINT PROC CCD 561105001125993		831.88
05/14/2020	EDI PYMNTS IL DEPT OF REVEN CCD 00001274678496 TXP*26283411101*20099*20161231		-30.00

Date	Description	Check / Serial Number	Amount
05/14/2020	EDI PYMNTS IL DEPT OF REVEN CCD 00001751387360 TXP*26283411101*20099*20171231		-30.00
05/14/2020	ADTPAPACH ADT SECURITY SER PPD		-168.87
05/15/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		490.78
05/18/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		581.09
05/19/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		745.97
05/19/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		795.85
05/19/2020	200185652 COMCAST 8771103 PPD		-324.71
05/19/2020	Inclearing Check	1176	-2,274.59
05/19/2020	Inclearing Check	1214	-900.00
05/20/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		399.76
05/21/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		648.16
05/22/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		688.07
05/22/2020	ACH AQUASOLUTIONS CCD 875469		-50.00
05/22/2020	EDI PYMNTS IL DEPT OF REVEN CCD 00000551853280 TXP*38601672*0411*20200430*T*1		-1,270.00
05/22/2020	Inclearing Check	1235	-800.00
05/26/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		541.37
05/26/2020	Inclearing Check	1237	-900.00
05/27/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		532.45
05/27/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		1,084.26
05/27/2020	Inclearing Check	1236	-900.00
05/28/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		715.66
05/28/2020	Inclearing Check	1238	-1,710.18

Date	Description	Check / Serial Number	Amount
05/29/2020	SETTLEMENT MRCHNT PMNT PROC CCD 561105001125993		681.37
05/29/2020	Inclearing Check	1210	-740.00

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Supporting Documentation

N/A

LOCAL GOVERNMENT CERTIFICATIONS

On this 6th of April, 2020, the Mayor, Jeff Grove of the City of La Salle 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 (name of local government) to effectively administer the program, and to fulfill the requirements of the CDBG program.
6. It will coordinate with the County Soil and Water Conservation District regarding standards for surface and sub-surface (tile) drainage restoration and erosion control in the fulfillment of any project utilizing CDBG funds and involving construction.
7. It is understood that the obligation of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.
8. It acknowledges the applicability of Davis-Bacon prevailing wage rate requirements to construction projects; a wage rate determination must be obtained prior to commencement of any construction or equipment installation; and, it shall discuss these requirements with the contractor.
9. It will comply with Section 3 of the Housing and Urban Development Act of 1968 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low and very low income persons and businesses.
10. It certifies that no occupied or vacant occupiable low-to-moderate income dwellings will be demolished or converted to a use other than low-to-moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended.
11. It will conduct a Section 504 self-evaluation of its policies and practices to determine whether its employment opportunities and services are accessible to persons with disabilities.
12. It will comply with 2 CFR 200, 24 CFR 570, Part 85, and the Illinois' Grant Accountability and Transparency Act (GATA).
13. The area, in whole or in part, in which project activities will take place, **IS** or **IS NOT** located in a floodplain. **A FEMA Floodplain map is included in the application (as required) and is located on Page _____**
14. DUNS Number: 117518690

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	6/16/20 Date
Teodora Delgante Chief Executive Officer	
Fajita's Mexican Restaurant #2, Inc. Name of Business	FEIN # 26-2834111
254 3 rd Street, La Salle, IL 61301 Business Address	DUNS # N/A SIC # 58120112

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: Fast Pipe Lining, Inc

By: _____
Signature of Authorized Representative

Printed Name: Teodora Delgante

Printed Title: President

Date: 6/16/20

MANDATORY DISCLOSURES

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

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

None

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

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

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

Grantee Organization: City of La Salle

By: _____
Signature of Authorized Representative

Printed Name: Jeff Grove

Printed Title: Mayor, City of La Salle

Date: 6/16/20

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

None

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

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

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

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

Grantee Organization: City of La Salle

By: _____
Signature of Authorized Representative

Printed Name: Jeff Grove

Printed Title: Mayor, City of La Salle

Date: 6/16/20

Fair Housing Resolution

§ 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 LaSalle, Illinois, to assure equal opportunity to all residents, regardless of race, color, religion, national origin or ancestry, sex, creed, or physical or mental handicap to live in decent, sanitary, healthful, standard living quarters.

(B) It is the policy of the City of LaSalle 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 with 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 physical or mental handicap of such person or persons or discriminate against any person or persons because of race, color, religion, national origin or ancestry, sex, creed or physical or mental handicap 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 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. 1290, passed 4-29-1991)

§ 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 weathertight condition in conformance with applicable local, state, and national codes.

DISCRIMINATE or DISCRIMINATION. 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 physical or mental handicap 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. 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 1 or more human beings, or any real estate so used, designed or intended for such use.

OWNER. Any person/persons who hold legal or equitable title to, or owns 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 a 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.
(Ord. 1290, passed 4-29-1991)

§ 95.03 PROHIBITED ACTS.

(A) It shall be unlawful for any owner of real estate, lessee, sublessee, 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 physical or mental handicap 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:

(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 physical or mental handicap 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 ground 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 physical or mental handicap;

(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 physical or mental handicap 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 physical or mental handicap 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, physical or mental handicap;

(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 physical or mental handicap of the proposed buyer or tenant.

(Ord. 1290, passed 4-29-1991)

§ 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 \$10 nor more than \$500. Each day a violation continues shall constitute a separate violation. This section shall in no way abrogate or impair the right of the city to specifically enforce, by any legal means, any of the provisions of this chapter.

(Ord. 1290, passed 4-29-1991)

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. La Salle, City of	
2 Business name/disregarded entity name, if different from above City of La Salle	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u> 1 </u> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
Municipality	
5 Address (number, street, and apt. or suite no.) See instructions. 745 2nd Street	Requester's name and address (optional)
6 City, state, and ZIP code LaSalle, IL 61301	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
or										
Employer identification number										
3	6		-	6	0	0	5	9	6	5

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 ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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



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

Entity Dashboard

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
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[BACK TO USER DASHBOARD](#)

LASALLE, CITY OF
 DUNS: 046251898 CAGE Code: 30EV1
 Status: Active
 Expiration Date: 03/30/2021
 Purpose of Registration: Federal Assistance Awards Only

745 2ND ST
 LA SALLE, IL, 61301-2501
 UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 046251898
Name: LASALLE, CITY OF
Business Type: US Local Government
Last Updated By: Leah Inman
Registration Status: Active
Activation Date: 03/30/2020
Expiration Date: 03/30/2021

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200327-1355
WWW6

- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
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- [FAPHS.gov](#)
- [GSA.gov/LAE](#)
- [GSA.gov](#)
- [USA.gov](#)



**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 La salle, City of

Responsible Entity: La Salle, City of

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

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

Preparer: Leah Inman, Economic Development Director, City of La Salle, 745 2nd Street, La Salle, IL 61301, (815) 488-4442

Certifying Officer Name and Title: Jeff Grove, Mayor

Consultant (if applicable): N/A.

Project Location: 745 2nd Street, La Salle, IL 61301

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 La Salle, City of, La Salle County, Illinois, to assist the following specific small business(es): Submittal #2 applicants are Fajita's Mexican Restaurant #2, Inc.

Level of Environmental Review Determination:

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

Funding Information

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

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

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

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$25,000 in CDBG Downstate Small Business Stabilization (DSBS) funds, for the small business economic development activities noted in Description above.

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

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

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

<p>Flood Insurance</p> <p>Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p><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></p>
--	---	---

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: 6/16/20

Name/Title/Organization: Leah Inman, Economic Development Director, City of La Salle

Responsible Entity Agency Official Signature:

_____ Date: _____

Name/Title: Jeff Grove, 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

11°19'59.98"N



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, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard. Area of 1% annual chance flood with average depth less than one foot or with draining 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 L

OTHER AREAS

- Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone

GENERAL STRUCTURES

- 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

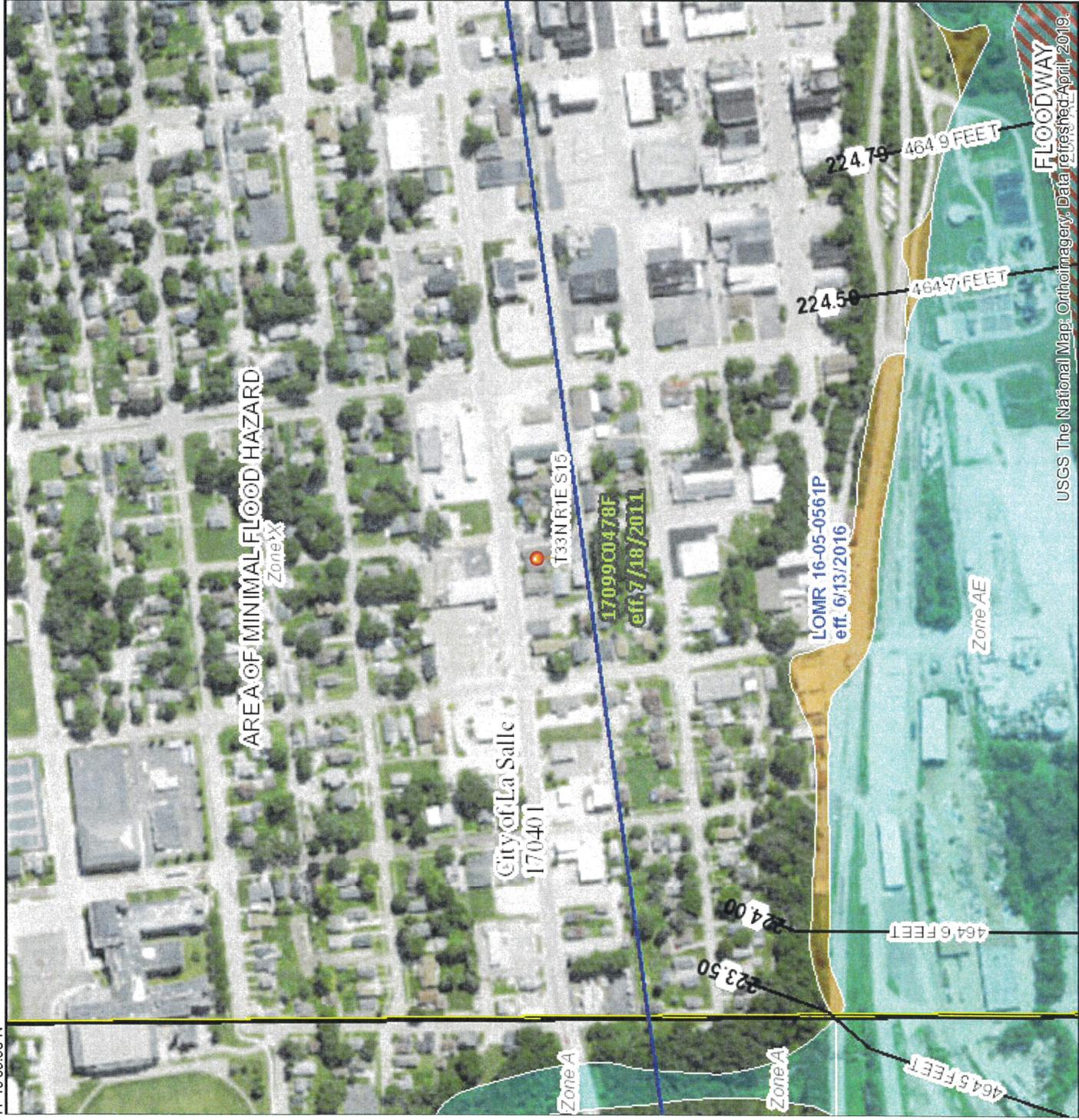
- Digital Data Available
- No Digital Data Available
- Unmapped

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 6/3/2020 at 12:08:09 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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



PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 8th day of April, 2020 by and between the City of LaSalle ("Unit of Local Government") and Fast Pipe Products, Inc., (Benefiting "Business").

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

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

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

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

I. GENERAL DEFINITIONS

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of \$25,000.00 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.

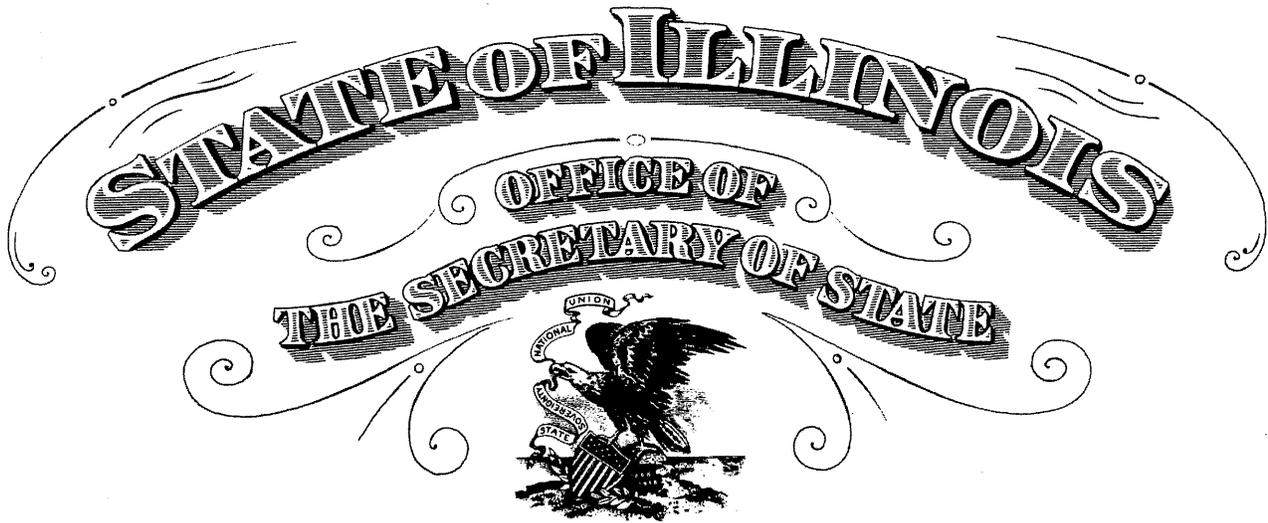
Fajita's Mexican Restaurant
#2, Inc.

By: Teodora Delgante
Its: President

By: Honorable Jeff Grove
Its: Mayor

Address:
254 3rd Street
La Salle, IL, 61301

Address:
745 2nd Street
La Salle, IL, 61301



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

FAJITAS MEXICAN RESTAURANT #2 INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 23, 2007, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 1ST
day of MAY A.D. 2020 .

Jesse White

SECRETARY OF STATE