Wednesday, April 29, 2020

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

Dear Director:

The City of Metropolis 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 to be used to provide working capital needs for Silver Collections. Silver Collections has been a part of the City of Metropolis community since January 1, 2000 and normally employs five (5) part time employees (2.5 FTEs). Silver Collections has been negatively impacted by the COVID-19 emergency and requires urgent assistance. We appreciate your consideration.

Very truly yours,

Honorable Mayor Billy McDaniel
Uniform Application for State Grant Assistance

Agency Completed Section

1. Type of Submission
   - [ ] Pre-Application
   - [x] Application
   - [ ] Changed / Corrected Application

2. Type of Application
   - [x] 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
   - Department of Commerce and Economic Opportunity

5. Catalog of State Financial Assistance (CSFA) Number
   - 420-75-2398

6. CSFA Title
   - Downstate Small Business Stabilization Program

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

7. CFDA Number
   - 14.228

8. CFDA Title
   - Community Development Block Grants/States

9. CFDA Number
   - N/A

10. CFDA Title
    - N/A

Additional CFDA Number, if required
   - N/A

Additional CFDA Title, if required
   - N/A

Funding Opportunity Information

11. Funding Opportunity Number
    - 2380-1381

12. Funding Opportunity Title
    - Downstate Small Business Stabilization Program
<table>
<thead>
<tr>
<th>Section</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Information</td>
<td></td>
</tr>
<tr>
<td>15. Legal Name (Name used for DUNS registration and grantee pre-qualification)</td>
<td>Metropolis, City of</td>
</tr>
<tr>
<td>16. Common Name (DBA)</td>
<td>City of Metropolis</td>
</tr>
<tr>
<td>17. Employer/Taxpayer identification number (EIN, TIN)</td>
<td>37-6001514</td>
</tr>
<tr>
<td>18. Organizational DUNS Number</td>
<td>085904266</td>
</tr>
<tr>
<td>19. SAM Cage Code</td>
<td>5EXU9</td>
</tr>
<tr>
<td>20. Business Address</td>
<td>106 West 5th Street, Metropolis, Illinois 62960</td>
</tr>
<tr>
<td>Applicant’s Organizational Unit</td>
<td></td>
</tr>
<tr>
<td>21. Department Name</td>
<td>City of Metropolis</td>
</tr>
<tr>
<td>22. Division Name</td>
<td>City Hall</td>
</tr>
<tr>
<td>Applicant’s Name and Contact Information for Program</td>
<td></td>
</tr>
<tr>
<td>23. First Name</td>
<td>Chad</td>
</tr>
<tr>
<td>24. Last Name</td>
<td>Murray</td>
</tr>
<tr>
<td>25. Suffix</td>
<td></td>
</tr>
<tr>
<td>26. Title</td>
<td>Zoning Administrator</td>
</tr>
<tr>
<td>27. Organizational Affiliation</td>
<td>City of Metropolis</td>
</tr>
<tr>
<td>Applicant’s Name and Contact Information for Business/Administrative Office</td>
<td></td>
</tr>
<tr>
<td>31. First Name</td>
<td>Linda</td>
</tr>
</tbody>
</table>

Not Applicable Competition Identification
| 32. Last Name | Smith |
| 33. Suffix | |
| 34. Title | Accounts Payable |
| 35. Organizational Affiliation | City of Metropolis |
| 36. Telephone Number | 618-524-4016 |
| 37. Fax Number | 618-524-2582 |
| 38. E-mail Address | lsmith@metropolisil.gov |

**Areas Affected**

| 39. Areas Affected by the Project (cities, counties, state-wide, add attachments e.g. maps) | City of Metropolis, Massac County, Illinois |
| 40. Legislative and Congressional District of Applicant | 15th Congressional District, 118th House District and 59th Senate District |
| 41. Legislative and Congressional Districts or Program Project | 15th Congressional District, 118th House District and 59th Senate District |

**Applicant’s Project**

| 42. Description Title of Applicant’s Project | Downstate Small Business Development Grant to be used for projects to help offset losses incurred due to state mandated closures, drops in sales volume, or lost inventory. Assistance in payroll relief for existing employees. |
| 43. Proposed Project Term | |
| Start Date | 06/01/2020 |
| End Date | 07/31/2020 |
| 44. Estimated Funding (Include all that apply) | |
| ☒ Amount Requested from the State | $25,000.00 |
| □ Applicant Contribution (e.g., in kind, matching) | |
| □ Local Contribution | |
| □ Other Source of Contribution | |
| □ Program Income | |
| Total Amount | $25,000.00 |
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  Billy
46. Last Name  McDaniel
47. Suffix
48. Title  Mayor
49. Telephone Number  618-524-4016
50. Fax Number  618-524-2582
51. E-mail Address  bmcdaniel@metropolisil.gov

52. Signature of Authorized Representative

53. Date Signed
CDBG APPLICANT PROJECT INFORMATION  
ECONOMIC DEVELOPMENT COMPONENT

I. PRE-APPLICATION REQUIREMENTS

2018 DATE APPLICANT COMPLETED REGISTRATION ON GATA PORTAL (www.grants.illinois.gov)  
08/16/19 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

<table>
<thead>
<tr>
<th>Council Resolution Support Date (MM/YY/DD):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution Number:</td>
<td></td>
</tr>
</tbody>
</table>

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 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

<table>
<thead>
<tr>
<th>First Name</th>
<th>Chad</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Murray</td>
</tr>
<tr>
<td>Title</td>
<td>Zoning Administrator</td>
</tr>
<tr>
<td>Agency Name</td>
<td>City of Metropolis</td>
</tr>
<tr>
<td>Agency Type</td>
<td>Municipality</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>106 West 5th Street, Metropolis, IL 62960</td>
</tr>
<tr>
<td>Telephone</td>
<td>618-524-3411</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:cmurray@metropolisil.gov">cmurray@metropolisil.gov</a></td>
</tr>
<tr>
<td>Federal Employer Identification Number</td>
<td>37-6001514</td>
</tr>
</tbody>
</table>
IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: SILVER COLLECTIONS

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

_____ Yes, registered in ________________ County  X  No

Supported Business Address 1: 215 East 5th Street

Supported Business Address 2: 

Supported Business City: Metropolis

Supported Business State: Illinois

Supported Business Zip: 99999-9999: 62960-2110

Supported Business Phone Number 618-638-7131

Supported Business E-Mail Address: kim@silvercollectionsjewelry.com

Supported Business FEIN or ITIN: 37-1411698

Supported Business DUNS (if not available, insert N./A): 103794272

Supported Business SIC: 5331

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: Faulkner
First Name: Kim
Title: Owner
Daytime Phone: 618-638-7131
Home Phone: 618-638-7131
E-Mail: kim@silvercollectionsjewelry.com

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

Funding Program Name: Paycheck Protection Program Amount Received: $4,904.03

Funding Program Name: _______________________________ Amount Received: $__________

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

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

_____ No  X  Yes  If yes, provide details:
<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</th>
<th>TOTAL EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. <strong>Working Capital</strong></td>
<td>$</td>
<td>25,000.00</td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds</td>
<td>$</td>
<td>25,000.00</td>
</tr>
</tbody>
</table>
### 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.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

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)

Your Organization may receive direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with your 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:** (This option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Your 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)

Your 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)

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)
- [ ] Complies with other statutory policies (please specify):

The Restricted Indirect Cost Rate is _____ %

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

**Basic Negotiated Indirect Cost Rate Agreement information**

- **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:**
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 Metropolis
Institution/Organization

Linda Smith
Name of Official

Chief Financial Officer (or equivalent)
Title

Date of Execution

City of Metropolis
Institution/Organization

Billy McDaniel
Name of Official

Mayor
Title

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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of time</th>
<th>Capital Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel (Salaries and Wages)</td>
<td>2.5</td>
<td>hourly</td>
<td>$9.25</td>
<td>320</td>
<td>$7,400.00</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>1</td>
<td>Monthly</td>
<td>$335.00</td>
<td>2</td>
<td>$670.00</td>
</tr>
<tr>
<td>Occupancy (Rent/Mortgage Payments)</td>
<td>1</td>
<td>Monthly</td>
<td>$500.00</td>
<td>2</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Utilities (Electrical, Gas, Water, Sewer)</td>
<td>1</td>
<td>Monthly</td>
<td>$230.00</td>
<td>2</td>
<td>$460.00</td>
</tr>
<tr>
<td>Telecommunications &amp; Internet</td>
<td>1</td>
<td>Monthly</td>
<td>$195.00</td>
<td>2</td>
<td>$390.00</td>
</tr>
<tr>
<td>Inventory/Goods Necessary to do Business</td>
<td>1</td>
<td>Monthly</td>
<td>$6,505.00</td>
<td>2</td>
<td>$13,010.00</td>
</tr>
<tr>
<td>Supplies (office-related)</td>
<td>1</td>
<td>Monthly</td>
<td>$470.00</td>
<td>2</td>
<td>$940.00</td>
</tr>
<tr>
<td>Contractual Services (pest control, cleaning, etc.)</td>
<td>1</td>
<td>Monthly</td>
<td>$525.00</td>
<td>2</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Other (specify): Marketing</td>
<td>1</td>
<td>Monthly</td>
<td>$40.00</td>
<td>2</td>
<td>$80.00</td>
</tr>
<tr>
<td>Other (specify):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**State Total** $25,000.00

**Total State-Funded Working Capital** $25,000.00

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**Working Capital Narrative (State):**

When Silver Collections reopens we estimate bringing back 2 full time and one part time employee for the first 60 days at the rate of 9.25 per hour for a total of 7400.00. Fringe Benefits including Payroll Taxes, Liability & Workman's Comp Insurance costs total 335.00 monthly. Monthly rent is 1014.38 and utilities (gas, electric, water, sewer) averages to 458.57 per month however we are only requesting half of those expenses. Silver collections is also requesting only half of the 60 day estimate of phone and internet expenses. Supplies included the cost of shipping all purchases at this time is 470.00. Contractual services include: pest control, cleaning, maintenance and security camera/alarm systems that totals 525.00 per month. Marketing costs are 40.00 per month. This in addition to the 6505.00 monthly inventory costs is a view of our working capital costs for 2 months. The total amount requested is $25,000.00
**Section C - Budget Worksheet & Narrative**

**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.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Working Capital</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

**State Request**

| State Request       | $25,000.00 |

**Non-State Amount**

| TOTAL PROJECT COSTS | $25,000.00 |
§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.
Silver Collections is a woman-owned small business that has been a staple in the Southern Illinois community for over 20 years. Providing excellent customer service and a unique boutique experience, we carry many brands, our customers might normally have to travel out of the state to purchase including clothing, jewelry, and gifts. Silver Collections supports the community and local area by generously donating over $1,000.00 in merchandise annually for local organizations’ fundraising efforts and volunteering at many local events. Located in the small town of Metropolis, IL, Silver Collections sits in a prime location on Highway 45, allowing us to attract customers on their way to Harrah’s Casino and to visit the Superman Statue, with the closure of businesses and travel restrictions, the Covid 19 Crisis has caused a steep decline in our normal operations and devastated our sales.

Due to the lack of business, Silver Collections has been forced to lay off all 5 of our employees. With this grant, we plan to bring all 5 employees back when we can reopen the business. This will also allow Silver Collections to continue to be an asset to the State of Illinois in the form of payroll taxes. In 2019, our small business contributed over $3,300.00 in payroll taxes.

When IL ordered “non-essential” in-store sales to be stopped on March 22, 2020, our only option to continue business was to offer online sales through social media platforms such as Facebook and Instagram. Over 90% of our business is in-store sales, this has caused Silver Collections to experience a gigantic downturn in sales. Typically, Spring & Summer are our prime selling seasons due to the holidays of Easter, Mother’s Day, Father’s Day and Graduations, as well as sales to tourists coming to Metropolis for events held during this time. Our total net income in April of 2019 was $16,592.98. The total sales for April 1st – 16th, 2020 has been $525.00. If online, sales continue at this pace we anticipate April sales to be no more than $1200.00. That is approximately a 93% Year over Year loss in sales. If that pace continues, we project the following for sales in the upcoming months:

<table>
<thead>
<tr>
<th>Month</th>
<th>Net Income 2019</th>
<th>Projected Net Income 2020 (avg 90% Loss/ Month)</th>
<th>Projected Net Income 2020 (avg 70% Loss / Month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>$21,121.52</td>
<td>$2,112.15</td>
<td>$6,336.46</td>
</tr>
<tr>
<td>June</td>
<td>$21,785.38</td>
<td>$2,178.54</td>
<td>$6,535.61</td>
</tr>
<tr>
<td>July</td>
<td>$16,362.21</td>
<td>$1,632.52</td>
<td>$4,908.66</td>
</tr>
</tbody>
</table>

As demonstrated in the projections for the next 90 days, even if retail businesses are allowed to resume in store sales, due to the economic downturn and existing fears of the spread of Covid-19, we anticipate experiencing a 70% loss of revenue. Without proper funding to pay operating expenses, Silver Collections may not be able to continue through the remainder of this unprecedented time – ultimately causing the business to close its doors.
This requested grant money will be used for working capital to keep our doors open and bring our employees back. Those expenses per month include:

- Rent - $1014.38
- Utilities - $458.57
- Telecommunications - $389.71 – Landline, Cell Line & Internet
- Supplies - $942.20 – Office Supplied, additional cleaning supplies, shipping supplies
- Contract Services - $1050.00 - Pest Control, Cleaning, Maintenance, Security System
- Marketing - $79.00
- Required Services - $671.00 – Taxes, Liability, Workman’s Comp

In addition to the above expenses in bringing back our 5 employees, payroll per month will total $7400.00. Because we are a popular retail establishment once we reopen inventory costs are estimated to be $13,631.06 monthly based on needs, we will have as we start to progress into a new retail season. Due to the $25,000.00 cap Silver Collections is requesting half of the projected 60 day operating costs.

Silver Collections has applied for and received a Payroll Protection Loan in the amount of $4904.03. As shown above and in the Uniform GATA budget, using the PPP money for Payroll alone will leave a funding gap of $9895.97 in payroll. Silver Collections will utilize the requested $25,000.00 from the Downstate Stabilization funding to fill the gap of payroll and working capital expenses to allow our small business to remain open, employee members of our community and contribute to the city of Metropolis and State of Illinois through tax payments for many years to come.

The owners and employees of Silver Collections appreciate your time and consideration. Should you have any remaining questions regarding the intended usage of these funds, please contact me at any time.

Sincerely,

Kim Faulkner, Owner
Silver Collections, Metropolis IL
618-638-7131
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.

<table>
<thead>
<tr>
<th>Fiscal Year Ending:</th>
<th>Net Income</th>
<th>Net Income derived from Profit/Loss Statement? (Yes/No)</th>
<th>Net Income calculated from total sales – total expenses? (Yes/No)</th>
<th>Cash Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>31,341.00</td>
<td>Yes</td>
<td>No</td>
<td>70,855.25</td>
</tr>
<tr>
<td>December 31, 2018</td>
<td>9,266.00</td>
<td>Yes</td>
<td>No</td>
<td>15,355.57</td>
</tr>
<tr>
<td>December 31, 2019</td>
<td>(24,826.00)</td>
<td>Yes</td>
<td>No</td>
<td>940.15</td>
</tr>
<tr>
<td>Current:</td>
<td></td>
<td></td>
<td></td>
<td>28,942.15</td>
</tr>
</tbody>
</table>

JANUARY, 2020 MONTHLY BUDGET

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

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Total Monthly Expenditures</th>
<th>Monthly Net Income Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Income</td>
<td></td>
<td>62,325.58</td>
</tr>
<tr>
<td>Personnel (Salary &amp; Wages)</td>
<td>2,196.25</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>671.00</td>
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<tr>
<td>Equipment</td>
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<td></td>
</tr>
<tr>
<td>Inventory</td>
<td>21,825.76</td>
<td></td>
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<tr>
<td>Supplies</td>
<td>450.61</td>
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</tr>
<tr>
<td>Occupancy (Rent &amp; Utilities)</td>
<td>1,014.38</td>
<td></td>
</tr>
<tr>
<td>Telecommunications</td>
<td>389.91</td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td>171.72</td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td>1,050.00</td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total of All Expenditures</td>
<td></td>
<td>27,796.63</td>
</tr>
<tr>
<td>Monthly Net Income (Total Income – Total of All Expenditures)</td>
<td></td>
<td>34,528.95</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee’s Last 4 Digits of Social Security #</th>
<th>Status on 1/1/20</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employed</td>
<td>Hired after 12/31/19</td>
<td>Employed working at business location</td>
</tr>
<tr>
<td>Campbell Neely</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Courtney Dreblow</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Kaliegh Weisenberger</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Makenzie Gray</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Paige Medley</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL:** 5
COUNCIL RESOLUTION OF SUPPORT

Resolution No. ____________

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

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

NOW, THEREFORE, BE IT RESOLVED as follows:

1) that the City of Metropolis apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.

2) that Mayor Billy McDaniel and City Clerk Jan Adams on behalf of the City of Metropolis execute such documents and all other documents necessary for the carrying out of said application.

3) that Mayor Billy McDaniel and City Clerk Jan Adams are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed this ______ day of ________________________, ________. (date required)

ATTEST: _______________________________                      _______________________________
Jan Adams, City Clerk                                Billy McDaniel, Mayor
PUBLIC HEARING NOTICE

The City of Metropolis will hold a public hearing on Monday, May 11, 2020 at 5:30 pm via teleconference to provide interested parties an opportunity to express their views on the proposed Downstate Small Business Stabilization (DSBSP) applications funded by Community Development Block Grant (CDBG) funds. The teleconference may be reached by dialing 832-831-2424 using the PIN 169552. Public callers will be placed on mute until the point in the meeting where comments can be made.

On or about May 12, 2020, the City of Metropolis intends to apply to the Illinois Department of Commerce and Economic Opportunity on behalf of Silver Collections for a grant from the State CDBG program. The total amount of CDBG funds to be requested is $25,000 and will address the urgent needs of the businesses due to the COVID-19 emergency. This program is funded by Title 1 of the federal Housing and Community Development Act of 1974, as amended.

General information related to this program is available for review prior to the public hearing at www.metropolisil.gov and applications will be available for viewing Thursday, April 30, 2020 at www.metropolisil.gov. Interested citizens are invited to provide comments regarding these issues either at the public hearing or via email to Chad Murray at cmurray@metropolisil.gov no later than 3:30 pm on May 11, 2020 to ensure placement of such comments in the official record of the public hearing proceedings.

Persons with disabilities or non-English speaking persons who wish to attend the public hearing and need assistance should contact Chad Murray prior to the public hearing. Every effort will be made to make reasonable accommodations for these persons. For additional information regarding the DSBSP, the public hearing, or to submit an application please contact:

Chad Murray, Planning and Zoning Department
618-524-3411 or cmurray@metropolisil.gov
LOCAL GOVERNMENT CERTIFICATIONS

On this 29th day of April, 2020, the Mayor Billy McDaniel of the City of Metropolis 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 Metropolis 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 subsurface (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.


13. The area, in whole or in part, in which project activities will take place, **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: #085904266

______________________________________________________________ _________________________
Signature of Chief Elected Official   Date
BUSINESS CERTIFICATIONS

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

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

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

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

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

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

__________________________________________ ____________________ ________
Signature of Chief Executive Officer       Date

__________________________________________
Typed Name of Chief Executive Officer

__________________________________________ ____________________________
Name of Business        FEIN #

__________________________________________ ____________________________
Business Address        DUNS #

__________________________________________
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 Metropolis

By: ______________________________
Signature of Authorized Representative

Printed Name: Billy McDaniel

Printed Title: Mayor, City of Metropolis Date: 04/29/2020
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 Metropolis

By: _________________________________
Signature of Authorized Representative

Printed Name: Billy McDaniel

Printed Title: Mayor, City of Metropolis             Date: 04/29/2020
CHAPTER 92: FAIR HOUSING

Section

92.01 Declaration of policy
92.02 Definitions
92.03 Prohibited acts

§ 92.01 DECLARATION OF POLICY.

(A) It is declared to be the policy of the city for the protection of the public health, public safety and general welfare of all the inhabitants of the city and to assure full and equal opportunity to all residents of the city to obtain fair and adequate housing for themselves and their families in the city without discrimination against them because of their race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status.

(B) It is further declared to be the policy of the city that no owner, lessee, sublessee, assignee, managing agent, real estate broker or other person, firm or corporation having the right to sell, rent or lease any housing accommodation, within the city or any agent of any of these, should refuse to sell, rent, lease, transfer or otherwise deny to or withhold from any person such housing accommodation because of the race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status of such person or persons or discriminate against any person because of his or her race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status in the terms, conditions or privileges or the sale, rental, transfer or lease of any housing accommodation or in the furnishing of facilities or services in connection therewith.

(C) It is the policy of this city that, in a spirit of harmony, this Council shall endeavor to work with and cooperate with the Board of Realtors of the city, its individual members, lending institutions and all others dealing with housing accommodations in the city to the end that the declared purposes of this chapter can be accomplished in an orderly, lawful and proper fashion.

(Ord. 78-8, passed 6-26-1978)

§ 92.02 DEFINITIONS.

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

DISCRIMINATE or DISCRIMINATION. Any difference in the availability of or the terms of the sale, assignment, exchange, transfer, lease, rental or financing, because of race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status.

HOUSING ACCOMMODATION. Any building, structure or enclosure, or portion thereof, which is used or occupied, or is maintained, arranged or designed to be used or occupied as a home,
residence or sleeping place of one or more human beings.

**OWNER.** Any person holding any legal or equitable title to or interest in any housing accommodation.

**REAL ESTATE BROKER.** Any person, association, co-partnership or corporation, who for a compensation or valuable consideration sells or offers for sale, buys or offers to buy or negotiates the purchase or sale or exchange of real estate or who leases or offers to lease or rents or offers for rent, any real estate or negotiates leases thereof or of the improvements thereon for another or others.

**TRANSFER.** To sell, rent, lease, sublease, consent to assignment of lease, exchange or assign real property or any interest therein or the possession thereof.

**UNLAWFUL HOUSING PRACTICE.** The commission of any act prohibited by § 92.03.

(Ord. 78-8, passed 6-26-1978)

**§ 92.03 PROHIBITED ACTS.**

In order to effectuate this policy, it shall be an unfair housing practice and unlawful for any owner, lessee, sublessee, assignee, managing agent, real estate broker or other person, firm or corporation having the right to sell, rent, lease or sublease any housing accommodation within the city, or any agent of any of these to discriminate against any person in regard to the sale, rental of, or dealing concerning any housing accommodation. Without limiting the foregoing, it shall be an unfair housing practice and unlawful for any of the foregoing persons, firm, corporation, or institution to do the following:

(A) Refuse to sell, lease, transfer or rent any housing accommodation in the city or refuse to negotiate for the transfer or otherwise make unavailable or deny any housing accommodation to any person because of race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status;

(B) Discriminate against any person in the price, terms, conditions or privileges of any kind relating to the sale, rental, transfer, lease or occupancy of any housing accommodation in the city or in the furnishing of any services or facilities in connection therewith;

(C) Publish, circulate, issue or display or cause to be published, circulated, issued or displayed, any communication, notice, statement, advertisement, sign or other writing of any kind relating to the sale, rental, transfer or lease of any housing accommodation within the city that will indicate or express any preference, limitation or discrimination in the sale, rental, transfer, lease or occupancy of the housing accommodation, predicated upon the race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status of any prospective buyer, lessee or renter of the property;

(D) Discriminate or participate in discrimination in connection with borrowing or 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 in the city because of race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status;

(E) Exploit or overcharge any person for housing accommodations because of race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status;
(F) Represent to any person because of race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap or blindness that any housing accommodation is not available for inspection, sale or rental when the housing accommodation is in fact so available; deliberately and knowingly refuse examination of any listings of housing accommodations within the city to any person because of race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status; or enter into any listing agreement which prohibits sale or rental of any housing accommodation to any person or act or undertake to act with respect to any real estate, the disposition of which is prohibited to any person because of race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status;

(G) Solicit for sale, lease or listing for sale or lease residential real estate within the city on the ground of loss of value due to the present or prospective entry into any neighborhood of any person or persons of any particular race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status;

(H) Distribute or cause to be distributed written material or statements designed to induce any owner of any housing accommodation in the city to sell or lease his or her property because of any present or prospective change in the race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status of persons in the neighborhood; and

(I) Nothing in this chapter shall be deemed to prohibit an owner from giving preference to prospective buyers or tenants for any reason other than race, color, sex, marital status, creed, religion, national origin, ancestry, physical or mental handicap, blindness or HIV-positive status.

(Ord. 78-8, passed 6-26-1978) Penalty, see § 10.99
**Entity Dashboard**

**Entity Overview**

- **Name:** METROPOLIS, CITY OF
- **DUNS:** 085904266
- **CAGE Code:** 5EXU9
- **Status:** Active
- **Expiration Date:** 04/29/2021
- **Purpose of Registration:** Federal Assistance Awards Only

**Entity Registration Summary**

- **Name:** METROPOLIS, CITY OF
- **Business Type:** US Local Government
- **Last Updated By:** Patricia Sutliff
- **Registration Status:** Active
- **Activation Date:** 04/29/2020
- **Expiration Date:** 04/29/2021

**Exclusion Summary**

- **Active Exclusion Records:** No

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**GSA**

IBM-P-20200424-1037
WWW7

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

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**Search Records**

- Data Access
- Check Status

**Disclaimers**

- Accessibility
- Privacy Policy

**FAPIIS.gov**

- GSA.gov
- GSA.gov/IAE
- USA.gov

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**Log In**

Login.gov FAQs

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**Alert:** SAM.gov will be down for scheduled maintenance Saturday, 05/09/2020 from 8:00 AM to 1:00 PM

**Alert:** CAGE is experiencing a high volume of entity registrations; processing time is currently exceeding the normal window of ten business days. Please respond promptly by email to the DLA CAGE Program if you are contacted for additional information to prevent further delays.
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 City of Metropolis, Illinois.

Responsible Entity: Metropolis, City of

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

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

Preparer:
Chad Murray, Zoning Administrator
City of Metropolis, Illinois
106 West 5th Street, Metropolis, IL 62960
Phone: 618-524-3411  Email: cmurray@metropolisil.gov

Certifying Officer Name and Title: Mayor Billy McDaniel

Consultant (if applicable): N/A.

Project Location: 106 West 5th Street, Metropolis, IL 62960

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 City of Metropolis, Massac County, Illinois, to assist the following specific small business(es): Silver Collections
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**

<table>
<thead>
<tr>
<th>Grant Number</th>
<th>HUD Program</th>
<th>Exempt Amount</th>
<th>Categorically Excluded Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD, If Awarded</td>
<td>State CDBG</td>
<td>N/A</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

**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.

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

**Flood Insurance**


<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

The project is exempt pursuant to Section 58.6(a)(3), because it is funded through a HUD formula grant made to a state.

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

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

<table>
<thead>
<tr>
<th>Law, Authority, or Factor</th>
<th>Mitigation Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Preparer Signature: ___________________________ Date: 04/29/2020

Name/Title/Organization: Chad Murray, Zoning Administrator, City of Metropolis

Responsible Entity Agency Official Signature:

_____________________________ Date: 04/29/2020

Name/Title: Billy McDaniel, 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).
PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 12th day of May, 2020 by and between the City of Metropolis (Unit of Local Government) and Silver Collections. (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 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 undischissed 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.

Silver Collections

By: Kim Faulkner
Its: Owner
Address: 215 East 5th Street
         Metropolis, IL 62960

By: Honorable Billy McDaniel
Its: Mayor
Address: 106 West 5th Street
         Metropolis, IL 62960