

original for city

CITY OF LeROY
ILLINOIS

ORDINANCE NO. ²³⁴ 234

AN ORDINANCE AUTHORIZING EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT/
SUB-GRANT AGREEMENT BETWEEN THE CITY OF LEROY AND DEPARTMENT OF COMMERCE
AND COMMUNITY AFFAIRS FOR THE STATE OF ILLINOIS.

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF LeROY

THIS 17th DAY OF December, 19 84.

Published in pamphlet form by authority of the
City Council of the City of LeRoy, McLean County,
Illinois, this 18th day of December,
19 84.

AN ORDINANCE AUTHORIZING EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT/
SUB-GRANT AGREEMENT BETWEEN CITY OF LEROY AND DEPARTMENT OF COMMERCE
AND COMMUNITY AFFAIRS FOR THE STATE OF ILLINOIS.

WHEREAS, the City of LeRoy is named to be the recipient of a Community Development Block Grant designated as Grant No. 84-24319 under the Illinois Community Assistance Program administered by the Department of Commerce and Community Affairs for the State of Illinois, said Grant being more commonly referred to as a Community Development Action Program Grant; and

WHEREAS, the City of LeRoy is receiving such Grant as a result of an application submitted to the Department of Commerce and Community Affairs of the State of Illinois by the City of LeRoy in connection with the proposed LeRoy Auto/Truck Plaza development; and

WHEREAS, a Grant by the Illinois Department of Commerce and Community Affairs was approved effective August 16, 1984, in the amount of \$200,000.00; and

WHEREAS, it is necessary in order to obtain payment of the Grant to the City of LeRoy that the City enter into a formal agreement providing for the administration and use of the Grant funds, as set forth in that Grant, a copy of which proposed agreement is set forth in Exhibit A attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of LeRoy in lawful meeting assembled:

Section 1. That the Mayor and Clerk of the City of LeRoy are hereby authorized to execute on behalf of the City of LeRoy the aforesaid Community Development Block Grant designated as Grant No. 84-24319 as set forth in Exhibit A attached hereto.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval, and publication in pamphlet form as required by law.

PASSED by the Mayor and City Council of the City of LeRoy, Illinois, on the 17th day of December, 1984.

Aldermen elected 6
Aldermen present 6

AYES Patrick Derby, Gary Builta, Michael Hanafin, Jon Winston, Michael Hillard
David King

NAYS None

Jeanita Dailey
City Clerk of the City of LeRoy

APPROVED by the Mayor of the City of LeRoy, Illinois, on the 17th day of December, 1984.

John W. ...
Mayor of the City of LeRoy

ATTEST:

(seal)

Juanita Ashley
City Clerk of the City of LeRoy



Michael T. Woelffer
Director

Stephen F. Selcke
Assistant Director

September 28, 1984

Honorable John Moss
Mayor
City of LeRoy
111 East Center
LeRoy, Illinois 61752

RE: Subgrant #84-24319

Dear Mayor Moss:

Enclosed for signature by your agency director or representative is one copy of the subgrant agreement between your agency and the Department of Commerce and Community Affairs (DCCA).

Please carefully review this agreement, which contains the terms and conditions of both parties for a subgrant with the Department of Commerce and Community Affairs, and have this copy signed on page 1 and page 16 by the person designated by your agency as having "signator authority" for subgrant agreements. Also, please complete the Depository/Authorized Designation Form. This one page attachment identifies your depository bank as well as persons that you have authorized to sign grant documents on your behalf. Return the original agreement to:

Mrs. Janet York
Manager
Office of Housing and Community Development
Department of Commerce and Community Affairs
620 East Adams, 5th Floor
Springfield, Illinois 62701
ATTENTION: CDAP Unit

Upon receipt and approval of this agreement by DCCA, it will be signed and a copy will be returned to you for your file.

If you require additional information, please contact your Community Development Assistance Program Manager.

Sincerely,


Michael T. Woelffer
Director

Enclosure

cc: Tom Romer

Exhibit A

ILLINOIS COMMUNITY DEVELOPMENT ASSISTANCE PROGRAM

COMMUNITY DEVELOPMENT BLOCK GRANT DOCUMENT

Grant No. 84-24319

for the

City of LeRoy
111 East Center
LeRoy, Illinois 61752

by the

Illinois Department of Commerce and Community Affairs

620 East Adams Street, 5th Floor

Springfield, Illinois 62701

BLOCK GRANT APPLICATION

2. APPLICANT'S APPLICATION

a. NUMBER # 1

b. DATE 19 84 6 11

IDENTIFIER

a. NUMBER

b. DATE 19

ASSIGNED

OMB Appr. # NB. 2021

OF ACTION

PREAPPLICATION

APPLICATION

NOTIFICATION OF INTENT (Opl)

REPORT OF State Action

(Mark appropriate box)

Leave Blank

SECTION I - APPLICANT/RECIPIENT DATA

4. LEGAL APPLICANT/RECIPIENT

a. Applicant Name : City of LeRoy

b. Organization Unit : Municipality

c. Street/P.O. Box : 111 E. Center

d. City : LeRoy

e. County : McLean

f. State : Illinois

g. ZIP Code: 61752

h. Contact Person (Name & telephone No.) : Robert Vancil 309 - 962-4251

5. FEDERAL EMPLOYER IDENTIFICATION NO. 37-6001597

6. PROGRAM (From Federal Catalog)

a. NUMBER 1 | 4 | • | 2 | 2 | 8

b. TITLE Community Development Block Grants/State's Program

7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT

The City wishes to make a low interest loan to the LeRoy Auto/Truck Plaza, Inc. to establish a Restaurant-Fuel Station-Gift Shop to increase the real estate and sales tax base and create 97 new jobs.

8. TYPE OF APPLICANT/RECIPIENT

A-State H-Community Action Agency

B-Interstate I-Higher Educational Institution

C-Substate J-Indian Tribe

D-District K-Other (Specify):

E-County

F-School District

G-Special Purpose District

Enter appropriate letter

9. TYPE OF ASSISTANCE

A-Basic Grant B-Supplemental Grant C-Loan

D-Insurance E-Other

CDAP Economic Dev.

Enter appropriate letter(s)

10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.)

11. ESTIMATED NUMBER OF PERSONS BENEFITING

12. TYPE OF APPLICATION

A-New B-Renewal C-Revision D-Continuation E-Augmentation

Enter appropriate letter

13. PROPOSED FUNDING

a. FEDERAL \$400,000 .00

b. APPLICANT .00

c. STATE .00

d. LOCAL 600,000 .00

e. OTHER .00

f. TOTAL \$1,000,000 .00

14. CONGRESSIONAL DISTRICTS OF:

a. APPLICANT 15

b. PROJECT 15

15. TYPE OF CHANGE (For 1& or 1&e)

A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation F-Other (Specify):

Enter appropriate letter(s)

16. PROJECT START DATE 19 84 8 15

17. PROJECT DURATION Three Months

18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY 19 84 6 18

19. EXISTING FEDERAL IDENTIFICATION NUMBER

20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code) Illinois Department of Commerce & Community Affairs - 620 East Adams - Springfield, IL 62701

21. REMARKS ADDED Yes No

SECTION II - CERTIFICATION

22. THE APPLICANT CERTIFIES THAT

a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached:

(1)

(2)

(3)

23. CERTIFYING REPRESENTATIVE

a. TYPED NAME AND TITLE John Moss

b. SIGNATURE JOHN MOSS, Mayor

c. DATE SIGNED 19 84 6/15

SECTION III - FEDERAL AGENCY ACTION

24. AGENCY NAME Illinois Department of Commerce and Community Affairs

25. APPLICATION RECEIVED 19

26. ORGANIZATIONAL UNIT Office of Housing and Community Development

27. ADMINISTRATIVE OFFICE

28. FEDERAL APPLICATION IDENTIFICATION 84-24319

29. ADDRESS 620 East Adams - Springfield, Illinois 62701

30. FEDERAL GRANT IDENTIFICATION 84-24319

31. ACTION TAKEN

a. AWARDED

b. REJECTED

c. RETURNED FOR AMENDMENT

d. DEFERRED

e. WITHDRAWN

32. FUNDING

a. FEDERAL \$.00

b. APPLICANT .00

c. STATE 200,000 .00

d. LOCAL .00

e. OTHER .00

f. TOTAL \$ 200,000 .00

33. ACTION DATE 19

34. STARTING DATE 19 84 08 16

35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number) Janet York 217/785-6156

36. ENDING DATE 19 85 01 16

37. REMARKS ADDED Yes No

This state agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under Chapter 127, 63b, 14.3. Disclosure of this information is required. Failure to provide any information will result in this form not being processed.

PART I

NOTICE OF GRANT AWARD

Inasmuch as the City of LeRoy, hereinafter called the "Grantee", has satisfied all conditions precedent to the award of a Community Development Block Grant, the Illinois Department of Commerce and Community Affairs, hereinafter called the "Department", is hereby making a grant available to the Grantee in the amount of \$200,000. This grant is for the purpose of undertaking activities in accordance with the requirements of the Community Development Block Grant Program administered by the Illinois Department of Commerce and Community Affairs. The Grantee agrees to use funds provided under this agreement to meet Community Development Block Grant funding requirements and to prepare all necessary information for the program. The Department has the authority to make such grants pursuant to the Housing and Community Development Act of 1974, as amended.

This Grant Document includes the following sections, all of which are incorporated into and made a part of this Grant:

- Part I Notice of Grant Award
- Part II Method of Compensation; Fiscal Recording/Reporting Requirements
- Part III Terms and Conditions Governing the Grant
- Part IV Assurances
- Part V Budget
- Part VI Scope of Work

The Grant is to be used for the purpose of providing financial assistance to the Grantee named above to address, at the local level, the needs of low- and moderate-income persons through the achievement of specific objectives and activities to insure measurable program benefits as described in Part VI, The scope of work. In utilizing this Grant, the Grantee shall comply with the Terms and Conditions, Assurances, and Budget set forth in Parts III, IV, and V, respectively, of this agreement.

The Grantee is hereby authorized to incur costs against this Grant from the beginning date of Aug. 16, 1984 through the ending date of January 16, 1985. The Grantee's authorized signature below shall constitute acknowledgement of the Grantee's acceptance of this Grant.

GRANTEE
City of LeRoy

State of Illinois
Department of Commerce
and Community Affairs

by _____
Authorized Official,
Jack Moss

by _____
Director

title Mayor of the City of LeRoy, IL

date _____

date _____

ATTEST:

(seal)

Juanita Dagley, City Clerk of the City of LeRoy, IL

PART II

METHOD OF COMPENSATION, FISCAL RECORDING/REPORTING REQUIREMENTS

1. Compensation to the Grantee. Payments pursuant to this Grant are subject to the availability of Federal Community Development Block Grant funds and their appropriation or authorized expenditure under state law.

For carrying out the program objectives as described in Part VI, the Scope of Work, the total compensation and reimbursement payable by the Department to the Grantee shall not exceed the sum of two hundred thousand dollars (\$200,000). The total amount payable to the Grantee shall be paid upon the Department's approval of the Grantee's utilization of the project funds in conformance with the Grant Budget and with OMB Circular A-103, "Uniform Administrative Requirements for Grants-In-Aid to state and local governments" and only for project costs which were necessary to complete the program objectives and which are eligible under and meet the provisions of CMD Circular A-86 "Cost Principles for State and Local Governments."

It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of two hundred thousand dollars (\$200,000) for all of the services required.

2. Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Department is governed. Payments to the Grantee are subject to the initiation of an invoice-voucher. The first payment for program initiation may be an advance for the first month's cash needs. Thereafter, the payments are dual purpose in that they will be sufficient to cover the expenditures to date as well as the cash needs of the Grantee for the next period.

The Grantee shall maintain appropriate records of actual costs incurred and shall submit to the Department, with the vouchers, an Expenditure Summary and Payment Request.

Costs in accordance with the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business incident to the Grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Department, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. The Grantee must retain receipts on file as source documentation for travel expenses of its employees.

The Grantee cannot be reimbursed for excessive costs incurred against program activities, without prior approval of the Department in accordance with Part III, 1b. of this grant award.

If the Grantee expends block grant funds contrary to the provisions of the agreement, such action would require the repayment of those funds if the expenditure violated the Grantee's assurances or the statutory provisions.

An overpayment of grant funds (unliquidated balance) shall promptly be refunded to the Department accompanied by either the final Expenditure Summary Report or the audit report. In addition, the Grantee agrees to repay the Department for any funds that are determined by the Department to have been spent improperly.

3. Fiscal Recording/Reporting Requirements. The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the grant program, in accordance with the reporting requirements contained below. The Grantee is accountable for all funds received under this Grant. The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant as required by the Department. The Grantee shall keep records sufficient to permit the tracking of funds to a level of expenditure adequate to insure that funds have not been spent unlawfully.

Inasmuch as the grantee retains title to all equipment purchased with grant funds for program operations, the Grantee agrees to maintain appropriate property records and periodically conduct an inventory of all equipment or nonexpendable personal property purchased with grant funds. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects (projects of the Department are to be given first priority, if there is a choice).

4. Audit Requirement. The grantee shall be responsible for having an annual financial and compliance audit performed as required by the Department of Commerce and Community Affairs. The audit of all appropriate project records will be performed by an independent public accountant, certified and licensed by a regulatory authority of the State of Illinois and selected by the Department in conjunction with and upon receiving advice from the grantee. The audit must be conducted in accordance with the Comptroller General's Standards for Audits of Governmental Organizations, Programs, Activities, or Functions, and the General Accounting Office's Guidelines for Financial and Compliance Audits of Federally Assisted Programs.

The grantee may secure an independent audit of its CDAP grant in the same manner as it secures its regular audits, provided it follows the requirements of OMB Circular A-102. Attachment O, which provides for maximum open and free competition. This audit should be conducted as part of the grantee's annual audit as is generally required by State law. In instances where the grant agreement's period or term does not coincide with the community's fiscal year, two fiscal audit reports would have to be forwarded to DCCA.

The Grantee shall contact, in writing, the Department's Office of Audits when the project is completed and advise the Department that the project is ready for audit, providing the name of the audit firm selected. Notification should be addressed to:

Office of Audits
Department of Commerce
and Community Affairs
620 East Adams Street, 4th Floor
Springfield, Illinois 62701

The Department reserves the right to conduct special audits, at any time during normal working hours, of funds expended under this agreement.

PART III

TERMS AND CONDITIONS GOVERNING THE GRANT

In addition to any special conditions which may appear in Part I, Notice of Grant Award, and in this part, the following general terms and conditions shall be applicable:

1. Modification and Amendment of Grant Document. This document is subject to revision as follows:

a. Modifications by Operation of Law

This Grant Document is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be incorporated into and be part of this Grant Document as fully as if set forth herein.

The Department shall notify the grantee of any pending implementation of or proposed amendment to such regulations.

b. Modifications in Budget

If the Grantee has reasons to believe that its operation for the Grant period will vary from the amounts budgeted by program activity, it shall request approval of the Department in writing prior to the anticipated variation. Said request shall give the reasons for the anticipated variation, whether the total Grant shall be completed within the limits of the budget, and the suggested corrective action. In no event shall the Grantee make any change in program activity amounts which increases the total budget without prior approval of the Department. Failure of the Grantee to request approval of the Department of anticipated budget variations shall be deemed sufficient reason for the Department to disallow costs incurred at more than the amount budgeted for the program activity as set forth in Part V (Grant Budget) even if the total costs incurred are within the limits of the total grant budget. If the Department grants the budget revision, the Department shall give the Grantee a revised cost summary incorporating the change.

c. Other Modifications by Department or Grantee

If either the Department or the Grantee desires to modify the terms of this Grant Document other than as set forth in Paragraphs 1.a. and 1.b. above, written notice of the proposed modification shall be given to the other party. No modification shall take effect unless agreed to in writing by both the Department and the Grantee.

d. Program Amendments

The department will consider program amendments if they are necessitated by actions beyond the control of the applicant. The grantee shall request prior approval for all program amendments involving new activities or significant alteration of existing activities or beneficiaries. Approval will be subject to the following:

- (1) New or significantly altered activities will be re-rated in accordance with the criteria for selection applicable at the time the original application was rated by the department.
- (2) Consideration shall be given to whether any new activity proposed can be completed promptly.
- (3) Whenever an amendment requires DCCA approval, the requirements for A-95 review and citizen participation must be met.
- (4) Amendments must also comply with the National Environmental Policy Act. Any new activity is subject to environmental review procedures and the applicant must conduct an environmental assessment for each non-exempt activity.

The department will rely on these guidelines when a decision is to be made concerning a program amendment. Full program amendments that are submitted for review will be ranked against all other projects which were submitted in the funding year of the present grant. If the amendment program does not rank highly enough to have received funding at that time, it will be denied on that basis.

2. Waivers. A waiver of any condition of this Grant must be in writing from the Director of the Department or his designee.
3. Monitoring and Evaluation. The Department will monitor and evaluate the grant made to the Grantee under this program. The Grant will be monitored for compliance with the rules, regulations, and requirements which the Department may promulgate and will be monitored periodically through out the program year. The program will also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development.

The Grant will be evaluated to gauge its impact upon the low- and moderate-income residents of the community and for the effective and efficient utilization of Community Development Block Grant funds. Evaluations will occur both during the operation of the program and upon its completion.

4. Programmatic Reports Required. The Grantee will submit Programmatic Reports as required by the Department.

5. Suspension. If the Grantee fails to comply with the special conditions and/or the general terms and conditions of the Grant Award, the Department may, after notice to the Grantee, suspend the grant and withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with provision 7. hereof. The Department may determine to allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project.

6. Termination. This Grant Document may be terminated as follows:

a. Termination Due to Loss of Funding

This Grant Document shall terminate in full or in part at the discretion of the Department, in the event that the Department suffers a loss of funding or termination of the federal grant which permits it to fund in full or in part the Grantee so that it is unable to make payment to the Grantee. In the event the Department suffers such a loss of funding in full or in part, the Department shall give the Grantee written notice which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

b. Termination for Cause

If the Department determines that the Grantee has failed to comply with the special conditions and/or the general terms and conditions of the grant, the Department may terminate the grant in whole, or in part, at any time before the date of completion. The Department shall promptly notify the Grantee in writing of the determination to terminate, the reasons for such termination, and the effective date of the termination. Payments made to Grantee or recoveries by the Department shall be in accord with the legal rights and liabilities of the parties.

c. Termination for Convenience

The Department or the Grantee may terminate the Grant in whole, or in part, when the Department and Grantee agree that continuation of the program objectives would not produce beneficial results commensurate with the further expenditures of funds. The Department and the Grantee shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for the Department's share of the noncancellable obligations, properly incurred by the Grantee prior to termination.

7. Audits and Inspections. The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of

Illinois, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant for three years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The Grantee shall include in all its contracts under this Grant a provision that the Department or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract for three years from the final payment under the contract. The term "contract" as used in this clause excludes purchase orders not exceeding \$2,500.00.

8. State Not Liable. The Grantee shall save the State of Illinois harmless from any and all claims, demands, and actions based upon or arising out of any services performed by themselves or by their associates and employers under this Grant.
9. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Grant.

Any publication produced as a result of this Grant shall include on its title page the following citation:

This project was conducted with funds provided under the Community Development Assistance Program by the Illinois Department of Commerce and Community Affairs. It does not necessarily represent in whole or in part the viewpoint of the Illinois Department of Commerce and Community Affairs.

10. Interest of Public Officials and Employees. No officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (a) participate in any decision relating to any contract negotiated under this Grant which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, or (b) have any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.
11. Bonus or Commission. The Grantee shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the Department which may be necessary in connection with carrying out the program objectives.

12. Equal Employment Opportunity.

- a. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- b. The Grantee shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

13. Discrimination. The Grantee shall refrain from unlawful discrimination in employment and will undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, in accordance with the Illinois Human Rights Act.

14. Integration Clause. It is agreed between the parties that this Agreement, with attachments, as written, is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

15. Severability Clause. If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.

16. Bribery. The Grantee or any Subgrantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Grantee or any Subgrantee made an admission of guilt of such conduct which is a matter of record, nor has any official, agent, or employee of the Grantee or any Subgrantee committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

17. Workmen's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workmen's Compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for Workmen's Compensation, Social Security, and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for his employees who are performing services specified by this Grant.

18. Equipment. The Grantee retains title to all equipment or nonexpendable personal property purchased with grant funds for program operation, subject to the following: for items of nonexpendable personal property having a unit acquisition cost of \$1,000 or more, the Department may reserve the right to transfer the title to the Department or to a third party named by it. The disposition rules for equipment no longer needed are as follows: 1) if the cost of the property is less than \$1,000, the Grantee may sell or retain it, without compensation to the Department; 2) if the property costs \$1,000 or more, the Grantee may either a) keep it, and pay the Department its share of the market value, or b) request disposition instructions from the Department. If the Grantee is instructed to ship the equipment elsewhere, the Grantee shall be reimbursed by the Department for the non-Federal share of the market value, plus shipping costs. If the Grantee is instructed to otherwise dispose of the equipment, the Grantee will be reimbursed by the Department for such costs incurred in the disposition.
19. Compensation - Contractor. None of the funds provided in this agreement may be used either directly or through grants to pay or provide reimbursement for payment of a consultant (whether retained by the Federal Government or grantee) at more than the equivalent maximum rate paid a GS-18, unless specifically authorized by law. This wording must also be included in all subcontracts made available by the Grantee using program funds.
20. Assurances. The Assurances listed in Part IV, which include the federal requirements of the U.S. Department of Housing, and Urban Development Community Development Block Grant Program, must be complied with by the Grantee.
21. Interest on Grant Funds. In accordance with the Illinois Grant Funds Recovery Act (Public Act 83-640), all interest earned on funds held by the Grantee under this Grant shall become part of the grant principal when earned, however, interest earned on grant funds may be retained by the Grantee when the cost of accounting for the interest or allocating the interest to the grant principal is significant in comparison to the interest earned.

Any interest earned under the Grant, and not expended as grant principal during the term of the Grant, shall be returned to the Department in accordance with the provisions of Part III, 22 (Grant Close-out) of this agreement.
22. Grant Close-out. In accordance with the Illinois Grant Funds Recovery Act (Public Act 83-640) the Grantee shall, upon submission of the close-out package or within 45 days of the expiration of the grant, whichever occurs first, refund to the Department any balance of funds which were unobligated at the end of the grant period.
23. Special Grant Conditions. In addition to the general terms and conditions which appear in this part, the following special grant condition(s) shall be applicable:

- a. The grantee must demonstrate that it has legal capacity to assume environmental responsibilities under Section 104(h) of the Housing and Community Development Act. With its request for the release of funds, the grantee must submit: 1) a certification of publication of notice of Finding of No Significant Impact; and 2) a certification of publication of notice of Request for Funds. These are required by DCCA and HUD under section 104(h)(2) before a written release of funds can be issued by the department for all projects which are subject to the environmental review requirements of 24 CFR Part 58. However, funds may be obligated and expended for: 1) the payment of reasonable administrative costs related to the planning and execution of projects and 2) other related activities specified under 24 CFR 58.34 as being exempt from environmental review requirements, including eligible planning, design, and environmental activities.
- b. The grantee must enter into a written agreement or contract with the firm or firms involved in the CDAP project. This contract should detail the loan terms and conditions, including: 1) the loan amount and interest rate; 2) the amortization period, including the date the loan repayment to the grantee will begin; 3) the details of how the loan will be serviced and who will be responsible for overseeing the repayment; 4) a description of what CDAP funds will be used for; and (5) any other relevant details or conditions that are placed on the loan. In addition, a copy of the executed agreement must be submitted to the department.

The grantee and the subrecipient must complete necessary documentation of a perfected first position on the asset to be offered as collateral. This asset must be listed as collateral in the memorandum of agreement and documentation must be submitted that the company has filed the collateral position with the UCC.

In addition, the business will meet the following obligations in the memorandum of agreement:

- 1) Repayment of the loan for \$200,000 as set forth in the Scope of Work:
 - Term of loan shall be 10 years
 - Amount of loan shall be \$200,000
 - Interest rate: 5% for 10 years
 - Amortization. Subject to any additional amounts due to City by reason of City's participation in Annual Net Cash Flow as hereinafter set forth, Firm shall pay on the dates indicated the following amounts:

(attach monthly amortization schedule)

- The city shall participate in the Annual Net Cash Flow for accelerated repayment of loan principal. Annual Net Cash Flow is firm's after tax profit, plus depreciation, minus principal repayment on loans, plus all payments in excess of \$50,000 (cumulative) for annual salary, bonus, profit sharing, consulting fees, commissions, or the like paid to

Developer or any company, partnership or other enterprise in which Developers have any interest. This restriction, however, shall not apply to distributions made to Limited Partners. Said accelerated payments on principal as above determined shall be due on June 1st of each year. The amount of said payment shall be determined as per the annual statement for the fiscal year of the firm ending prior to June 1st of each year. The amount of said payment shall be 35% of said Annual Net Cash Flow as above determined.

(2) The Limited Partnership will provide the City with a perfected first security interest in installed equipment of the partnership to the extent of \$200,000.00 in value.

(3) The Corporate General Partner will guarantee in writing the principal amount of the loan.

(4) Neither the Corporate General Partner nor the Limited Partnership shall transfer assets without fair and adequate consideration to any party, including City, and Developers or any corporation, partnership or enterprise in which Developers have any interest.

5) The firm shall immediately repay to City all amounts due upon the loan set forth above, unpaid interest and principal, upon the happening of any of the following events:

- (a) The transfer of substantially all the firm's assets to any third party;
- (b) Bankruptcy or insolvency of the firm;
- (c) Cessation of the conduct of active trade or business in LeRoy, Illinois, by the Firm for any reason, including, but not limited to, fire or other casualty.

6) The / Limited Partnership shall carry adequate insurance, including but not limited to, fire, extended coverage and comprehensive liability in any amount to cover the secured portion of the loan as set forth above and shall provide City with adequate evidence of said coverage.

- c. The grantee will complete and submit to the department the attached checklist regarding floodplain information. In addition, if yes is checked, documentation must be submitted to the department that the grantee is participating in the National Flood Insurance Plan.
- d. The grantee will submit to the department a community development and housing plan consisting of a letter from the chief local elected official stating that, based upon a public meeting, the community has developed a priority list of community development and housing needs for 1984. The letter should include an itemized list.
- e. The grantee will submit to the department a letter from an independent auditor which certifies to the community that its financial system is adequate for handling transactions and accounting for approved activities funded through the Community Development Assistance Program. The letter will include a schedule of audits covering the duration of the grant.
- f. The company agrees to submit to the department, through the grantee, on a bi-annual, or as requested basis, information regarding job creation/retention and benefit to low and moderate income individuals.
- g. The grantee submits to the department a revised activity cost sheet to reflect the \$200,000 grant as attached Exhibit 1 to this Agreement.

This provision shall take effect commencing from June 1, 1985, and thereafter. This provision shall not apply to any income received before June 1, 1985. Also, this restriction shall not apply to professional fees paid to individuals who are developers for unusual occurrences including, for example, extraordinary lawsuits and the defense or prosecution thereof.

- h. Upon repayment of funds from the business, the grantee will be allowed to retain both the principal and interest, if the grantee will submit a recapture strategy statement approved by the department. The grantee must submit an acceptable recapture strategy statement detailing which CDAP-eligible activities these locally recaptured funds will be used for. The recapture plan must specifically address: 1) the eligible uses for the fund; 2) the geographic area within which funds will be expended; 3) the arrangement for deposit of unobligated funds; 4) how administrative expenses associated with re-use of recaptured funds will be paid; 5) the administrative decision-making structure; and 6) how changes to the re-use plan will be made (any changes must be approved by the department).

Recaptured funds must be used to capitalize a revolving loan fund for further economic development and/or provide specific public facilities improvement in support of economic development. HUD regulations apply to recaptured funds. At least 51 percent of recaptured funds must be used to benefit low- and moderate-income persons. Administrative costs cannot exceed 10 percent of the total recaptured CDAP funds.

- i. Demonstration of new sources and uses of funds which fully fund this project.

PART IV

ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS
Community Development Block Grant

A S S U R A N C E S

The Grantee hereby assures with respect to the Community Development Block Grant that:

1. It possesses legal authority to apply for the Grant, and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act, resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. If the applicant is submitting an application for the state-administered Community Development Block Grant Program for non-entitlement areas, the applicant:
 - (a) Has provided citizens with an opportunity to participate in the determination of priorities in community development and housing needs;
 - (b) Has provided adequate notices of public hearing(s) as required by the program;
 - (c) Has held hearing(s) on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the filing of the application;
 - (d) Will provide for citizen participation when considering major program amendments to the Community Development Program;
 - (e) Will provide for citizen participation in the planning, implementation, and assessment of the Community Development Program including the development of the Performance Assessment Report and the submission of views to the Department of Commerce and Community Affairs.
4. Its chief executive officer or other officer of the applicant approved by HUD:
 - (a) Consents to cooperate with the Illinois Department of Commerce and Community Affairs, in the latter's responsibility to comply with provisions of the National Environmental Policy Act of 1969, insofar as the provisions of such Act apply to 24 CRF 570;

FLOODPLAIN INFORMATION

Applicants must review their project's activities for compliance with the Flood Disaster Protection Act and the Governor's Executive Order IV (1979).

To determine whether or not a project's activities are located within a floodplain, applicants may contact the Department of Commerce and Community Affairs or the regional planning agency in the applicant's area.

Check one of the following:

1. Is the project located within a special flood hazard area?

Yes _____ No _____

NOTE: Before the final approval of any grant award, the grantee must be in full compliance with the Governor's Executive Order IV (1979) and the Flood Disaster Protection Act of 1973. Contact the Illinois Department of Transportation's Division of Water Resources/ Local Floodplain Programs Section. For further details, call (312) 793-3864.

2. _____ Based upon the above review, this project's activities will not be carried out in a floodplain.

_____ Based upon the above review, one or more of the activities will be carried out in a floodplain.

3. If one or more activities will be carried out in a floodplain, is the community participating in the National Flood Insurance Program?

Yes _____ No _____

List activities to be carried out in a floodplain or wetland.

- (b) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of these responsibilities regarding environmental clearances of local projects.
5. The Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. (The requirement for this certification will not preclude the Secretary from approving an application where the applicant certifies, and the Secretary determines, that all or part of the Community Development Program activities are designed to meet other community development needs having a particular urgency as specifically explained in the application in accordance with Section 570.302(f).)
 6. It will comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-102, Revised, and OMB Circular A-87 as they relate to the application, acceptance, and use of Federal funds under this Part.
 7. It will administer and enforce the labor standards requirements set forth in Section 570.605 and HUD regulations issued to implement such requirements.
 8. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with OMB Circular No. A-102, Revised.
 9. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
 10. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1P 1971, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
 11. It will comply with:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this

assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, or the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

(b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-283), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.

(c) Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under this Part.

(d) Executive Order 11063 on equal opportunity in housing and non-discrimination in the sale or rental of housing built with Federal assistance.

(e) Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts; shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

12. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

13. It will:

(a) To the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III, and HUD implementing instructions at 24 CFR Part 42; and

- (b) Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42 and Section 570.602(b).

14. It will:

- (a) Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and Section 570.602(a);
- (b) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
- (c) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacemnt dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- (d) Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations at 24 CFR Part 42 and Section 570.602(a).

15. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

16. It will comply with the provisions of the Hatch Act and any other federal and state legislation which limits the political activity of employees.

17. It agrees that no funds granted hereunder shall be used for any partisan or nonpartisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

18. It will give HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

19. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the implementation of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

20. It will comply with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973. P.L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 103(a) required, on or after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

21. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11583, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, etc. seq.) by:

(a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity, and

(b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

22. It will conduct eligible project activities in such a manner as to fully protect prime agricultural farm land from irreversible conversion to uses which result in its loss as an environmental or essential food production resource.

23. It agrees not to commit an unfair employment practice in Illinois as defined in the Illinois Fair Employment Practices Act (Ill. Rev. Stat. 1977, ch. 48, par. 851 et seq) and further agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (Illinois Revised Statute Chapter 68, Section 1-101 et. seq.)

Authorized Official

Date

Title

PART V
GRANT BUDGET

PROJECT DURATION

3. ORIGINAL DATED AUGUST 31, 1984

TO

 AMENDMENT D.

August 16, 1984

January 16, 1985

PART A - SUMMARY OF PROGRAM ACTIVITY

	HOUSING (A)	AMOUNT BY PROBLEM AREA		TOTAL (D)
		ECONOMIC DEVELOPMENT (B)	PUBLIC FACILITIES & SERVICES (C)	
ACQUISITION				
DISPOSITION				
PUBLIC FACILITIES AND IMPROVEMENTS				
WATER AND SEWER FACILITIES				
FLOOD AND DRAINAGE FACILITIES				
STREET IMPROVEMENTS				
SOLID WASTE DISPOSAL FACILITIES				
NEIGHBORHOOD FACILITIES				
SENIOR CENTERS				
CENTERS FOR THE HANDICAPPED				
FIRE PROTECTION FACILITIES & EQUIPMENT				
PARKING FACILITIES				
PARKS, PLAYGROUNDS AND OTHER RECREATIONAL FACILITIES				
PUBLIC UTILITIES, OTHER THAN WATER AND SEWER FACILITIES				
FOUNDATIONS AND PLATFORMS FOR AIR RIGHTS SITES				
PEDESTRIAN MALLS & WALKWAYS				
SPECIALLY AUTHORIZED PUBLIC FACILITIES AND IMPROVEMENTS (LIST AS AN ATTACHMENT)				
CLEARANCE ACTIVITIES				
PUBLIC SERVICES (LIMITED TO 10% OF PROGRAM BUDGET)				
INTERIM ASSISTANCE				

PROGRAM
COST SUMMARY

City of LeRoy

2. APPLICATION GFC
84-24319

NUMBER

PROJECT DURATION

FROM

TO

Aug. 16, 1984

January 16, 1985

3. ORIGINAL DATED August 31, 1984

AMENDMENT DATED _____

PART A - SUMMARY OF PROGRAM ACTIVITY

LINE	DESCRIPTION	HOUSING (A)	AMOUNT BY PROBLEM AREA		TOTAL (E)
			ECONOMIC DEVELOPMENT (B)	PUBLIC FACILITIES & SERVICES (C)	
	COMPLETION OF PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS				
	RELOCATION PAYMENTS AND ASSISTANCE				
	PAYMENTS FOR LOSS OF RENTAL INCOME				
0	REMOVAL OF ARCHITECTURAL BARRIERS				
1	SPECIALLY AUTHORIZED ASSISTANCE TO PRIVATELY OWNED UTILITIES				
2	REHABILITATION & PRESERVATION ACTIVITIES				
	A. REHABILITATION OF PRIVATE PROPERTIES				
	B PUBLIC HOUSING MODERNIZATION				
	C REHAB OF PUBLIC RESIDENTIAL STRUCTURES				
	D CODE ENFORCEMENT				
	E HISTORIC PRESERVATION				
13	SPECIALLY AUTHORIZED ECONOMIC DEVELOPMENT ACTIVITIES		200,000		200,000
	A ACQUISITION				
	B PUBLIC FACILITIES & IMPROVEMENTS				
	C COMMERCIAL & INDUSTRIAL FACILITIES				
14	SPECIAL ACTIVITIES BY LOCAL GOVERNMENT OR LOCAL DEVELOPMENT CORPORATIONS, ETC. (LIST)				
15	SUBTOTAL (COST SUBJECT TO PROGRAM BENEFIT RULE)		200,000		200,000
16	PLANNING & URBAN ENVIRONMENTAL DESIGN				
17	GENERAL ADMINISTRATION (LINES 16 & 17 MUST NOT TOTAL MORE THAN 18% OF THE TOTAL PROGRAM COSTS)				
18	TOTAL PROGRAM COSTS (SUM OF LINES 15 - 17)		200,000		200,000

PART VI

SCOPE OF WORK PERFORMED BY GRANTEEES

I. Project Description

The City of LeRoy has requested a \$200,000 grant to provide LeRoy Auto/Truck Plaza with a \$200,000, 10-year, 5% interest loan. This \$200,000 loan will be used to purchase the equipment necessary to operate a restaurant, gas station/truck stop and gift shop at the LeRoy exit of Interstate 74. (See map in application)

The total cost of this project is estimated to be \$975,000. In addition to the City's \$200,000 loan, the company will be selling \$525,000 in limited partnerships, acquiring a \$150,000, 10-year, 15% interest loan, and has a \$100,000 4-year, 8½% interest mortgage loan from the Millikin National Bank of Decatur and the First National Bank and Trust Company, Gibson City.

The Department requires a second mortgage on all land, buildings, and machinery and equipment associated with this project.

II. Outcomes

As a result of this project, LeRoy Auto/Truck Plaza will create 97 jobs. The company currently is proposing to hire unemployed applicants through the Illinois Job Service. There will be a 91% benefit to low to moderate income persons with a 5% benefit to minorities. The job classifications included will be cashiers, bartenders, waitresses, cooks, dishwashers, bus persons, gas attendants, managers and assistant managers. Wage scales will begin at \$3.75/hour to \$15,000/year.

III. Leveraging

The leveraging for this project consist of:

1. A \$150,000 loan that the principals of this company are in the process of obtaining. It is estimated that this loan will be at 15% interest, for 10 years, and with a 30 year amortization period;
2. \$525,000 in limited partnerships; and
3. A \$100,000 mortgage from the First National Bank of Gibson City and Milliken National Bank. This loan is being assumed as part of the land purchase contract.

IV. Program Management

1. Robert Vancil will be the grant administrator.
2. Juanita Dagley will be the fiscal coordinator for this project.

V. Project Activities

With the \$200,000 loan, LeRoy Auto/Truck Plaza, Inc., will purchase the equipment and machinery necessary to open and operate an auto/truck plaza, gift shop and restaurant. The remaining cost for land, building, site improvements and other development costs will be paid for by the creation of a limited partnership and by obtaining additional bank loans.

<u>Activity</u>	<u>Completion Date</u>
Prepare plans and specifications	First Quarter
Purchase land and building	First Quarter
Contract for renovations	First Quarter
Complete financing	First Quarter
Start construction	First Quarter
Construction completed	Second Quarter

DEPOSITORY/AUTHORIZED SIGNATURE DESIGNATION FORM

LOCAL GOVERNMENT City of LeRoy, Illinois, an Illinois municipality

GRANT NUMBER 84-24319

I. THE FINANCIAL INSTITUTION LISTED HERE WILL SERVE AS THE DEPOSITORY FOR THE COMMUNITY DEVELOPMENT ASSISTANCE PROGRAM GRANT FUNDS:

FUND ACCOUNT: _____

II. THE FOLLOWING INDIVIDUALS ARE DESIGNATED AS AUTHORIZED SIGNATORS FOR THE FOLLOWING GRANT DOCUMENTS:

GRANT AWARDS *

NAME

TITLE

SIGNATURE

INVOICE VOUCHERS *

NAME

TITLE

SIGNATURE

EXPENDITURE SUMMARY AND PAYMENT REQUEST FORM *

NAME

TITLE

SIGNATURE

CERTIFICATE

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, McLean County, Illinois.

I further certify that on December 17, 19 84, the Corporate Authorities of such municipality passed and approved Ordinance No. 234, entitled:

AN ORDINANCE AUTHORIZING EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT/ SUB-GRANT AGREEMENT BETWEEN THE CITY OF LEROY AND DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS FOR THE STATE OF ILLINOIS,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 234, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on December 18, 19 84, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 18th day of December, 19 84.

(seal)

Juanita Dagley
Municipal Clerk