

**IV. BENEFITING BUSINESS INFORMATION****Name of Business this application is in support of:**

Supported Business Name: Idea Marketing Group, Inc. \_\_\_\_\_

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

\_\_\_\_ Yes, registered in \_\_\_\_\_ County  No

Supported Business Address 1: 51 Fox Glen Dr W \_\_\_\_\_

Supported Business Address 2: \_\_\_\_\_

Supported Business City: Yorkville \_\_\_\_\_

Supported Business State: IL \_\_\_\_\_

Supported Business Zip: 99999-9999: 60560 \_\_\_\_\_

Supported Business Phone Number: 312-300-6841

Supported Business E-Mail Address: darren@ideamktg.com \_\_\_\_\_

Supported Business FEIN or ITIN: 27-0574684 \_\_\_\_\_

Supported Business DUNS (if not available, insert N./A): 026124779 \_\_\_\_\_

Supported Business SIC: <https://www.naics.com/sic-codes-industry-drilldown/> 7371 \_\_\_\_\_**Supported Business Authorized Signatory Contact:***Signatory must sign Participation Agreement and Business Certification Form*

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Title: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

Funding Program Name: PPP \_\_\_\_\_ Amount Received: \$120,000 \_\_\_\_\_

Funding Program Name: \_\_\_\_\_ Amount Received: \$ \_\_\_\_\_

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

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

 No  Yes If yes, provide details:

# Uniform GATA Budget-DSBS

*Completed by the local government and benefiting business.*

The Uniform Grant Application can be found at the bottom of this webpage:

<https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilization.aspx>

**PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK  
TO COMPLETE THE GATA BUDGET-DSBS**

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	13	monthly	\$ 43,188.00	2	\$ 86,376.00
Fringe Benefits	13	monthly	\$ 840.00	2	\$ 1,680.00
Occupancy (Rent/Mortgage Payments)	1	monthly	\$ 2,644.00	2	\$ 5,288.00
Utilities (Electrical, Gas, Water, Sewer)	1	monthly	\$ 707.00	2	\$ 1,414.00
Telecommunications & Internet	1	monthly	\$ 622.00	2	\$ 1,244.00
Inventory/Goods Necessary to do Business		n/a			\$ -
Supplies (office-related)	1	monthly	\$ 619.00	2	\$ 1,238.00
Contractual Services (pest control, cleaning, etc.)		n/a			\$ -
Other (specify):					\$ -
Other (specify):					\$ -
					\$ -
				<i>State Total</i>	<i>\$ 97,240.00</i>
			<i>Total State-Funded Working Capital</i>		<i>\$ 97,240.00</i>

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE			Commerce & Economic Opportunity	
<b>Organization Name:</b>		<b>DUNS#</b>		<b>NOFO #</b>	2398-1381
<b>CSFA Number:</b>	420-75-2398	<b>CSFA Description:</b>	Downstate Small Business Stabilization	<b>Fiscal Year:</b>	2020
<b>SECTION A -- STATE OF ILLINOIS FUNDS</b>				<b>Grant #</b>	
<b>Revenues</b>				<b>TOTAL REVENUE</b>	
(a). State of Illinois Grant Amount Requested				\$	97,240.00
<b>BUDGET SUMMARY STATE OF ILLINOIS FUNDS</b>					
<b>Budget Expenditure Categories</b>			<b>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</b>		<b>TOTAL EXPENDITURES</b>
15. <u>Working Capital</u>					\$ 97,240.00
18. Total Costs State Grant Funds					\$ 97,240.00

# Project Summary

Idea Marketing Group was founded in July 2009 (almost 11 years). We currently employ 13 full-time, salaried employees. We provide digital marketing services to businesses as well as custom web design.

Funds would be used to help towards employee payroll and operations. We operate out of a 2,500 sqft office in Yorkville. Within the first week of COVID, we lost 9 monthly marketing retainers resulting in a loss of monthly income of \$12,125 and all new sales have ceased as well as projects that were ready to move forward have been delayed by months of starting. The impact of no new sales will be felt in 3-4 months as we are burning through cash reserves from previous years.

Our mission is to keep all 13 employees working, all of which are currently working remotely during regular hours with families at home. Yet, we continue to have rent costs, utilities, and other costs for our office. We have cancelled as many monthly expenses as we can as well as negotiated costs for other needed services.

Over the last decade, we have been an active business in the community supporting/sponsoring events and volunteering at local non-profits. A core value of working at Idea.

## 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.

<b>Fiscal Year Ending:</b>	<b>Net Income</b>	<b>Net Income derived from Profit/Loss Statement? (Yes/No)</b>	<b>Net Income calculated from total sales – total expenses? (Yes/No)</b>	<b>Cash Balance</b>
December 31, 2017	<b>39,155</b>	<b>Yes</b>	<b>Yes</b>	<b>81,939</b>
December 31, 2018	<b>45,601</b>	<b>Yes</b>	<b>Yes</b>	<b>53,265</b>
December 31, 2019	<b>8,243</b>	<b>Yes</b>	<b>Yes</b>	<b>44,938</b>
<b>Current:</b>				<b>62,313</b>

## JANUARY, 2020 MONTHLY BUDGET

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

<b>Budget Item</b>	<b>Total Monthly Expenditures</b>	<b>Monthly Net Income Computation</b>
<b>Total Income</b>		<b>106,053</b>
Personnel (Salary & Wages)	40,609	
Fringe Benefits	774	
Equipment	n/a	
Inventory	n/a	
Supplies	288	
Occupancy (Rent & Utilities)	3,577	
Telecommunications	525	
Other (Specify) Insurance, Auto, Advertising, Dues/Subscriptions	23,102	
<b>Total of All Expenditures</b>		<b>68,875</b>
<b>Monthly Net Income (Total Income – Total of All Expenditures)</b>		<b>37,188</b>

# Most Recent Bank Statement

From the benefiting business. Please make certain to redact (mark out) the account number.



1201 Network Center Drive Filingham, IL 62401

Page 1 of 3  
 Period Beginning March 02, 2020  
 Period Ending March 31, 2020  
 Days in Period 30  
 Statement Date March 31, 2020

How to contact us  
 Customer Care 1-855-MY-MIDLAND

Get current account information  
 Bank by Phone 1-800-552-1525  
 Visit us online midlandsb.com

IDEA MARKETING GROUP INC  
 51 FOX GLEN DRIVE W  
 YORKVILLE IL 60590



## Your Statement

Summary	Ending Balance
Pro Interest Checking	\$62,313.20

**Stay healthy.  
Bank from home.**

Bank from anywhere with our mobile app and online banking!

In an effort to keep customers and employees healthy, we are suspending lobby access at our branch locations effective March 17, 2020. Drive thru services will remain open.

For information on branch closings, please visit [midlandsb.com/coronavirus-impact-update](http://midlandsb.com/coronavirus-impact-update) or call us at 1-855-696-4352.

### Pro Interest Checking

Own(s): IDEA MARKETING GROUP INC

Account#	<b>blocked</b>	Previous Balance	\$48,439.47
Service Charge	\$0.00	20 Deposits	\$80,111.38
Interest Earned This Period	\$2.14	32 Withdrawals	\$66,239.79
Interest Earned YTD	\$17.93	<b>Ending Balance</b>	<b>\$62,313.20</b>
Annual Percentage Yield Earned	0.04%	Average Ledger Balance	\$59,044.19
		Average Collected Balance	\$57,086.82

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

### All Credit Activity

Transaction Date	Deposit	Transaction Description
03/02	15,053.75	Deposit
03/04	307.50	PSMXASETL MERCHANT SVCS C.CD 403903434305078
03/04	1,500.00	DEPOSIT INTUT PYMT SOLIN C.CD 524771996284192
03/05	1,487.50	DEPOSIT INTUT PYMT SOLIN C.CD 524771996284192
03/06	1,495.00	DEPOSIT INTUT PYMT SOLIN C.CD 524771996284192
03/06	4,760.00	PSMXASETL MERCHANT SVCS C.CD 403903434305078

## Additional Documentation

*From the benefiting business.*

If available, 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, denied loan applications, etc.

4/22/2020

Idea Marketing Group, Inc. Mail - Invoicing



Darren Fox &lt;darren@ideamktg.com&gt;

### Invoicing

1 message

Shawn Hunt <shunt@stefanigroup.com>  
To: Darren Fox <darren@ideamktg.com>

Wed, Mar 18, 2020 at 3:09 PM

Hey Darren, moving forward we will need to suspend and possibly cancel the retainer on our invoicing. We will continue to pay hosting fees, but as a company we cannot afford any extra expenditures. I wish this was different but we are in uncharted territory.

Thank you,

Shawn Hunt

Marketing Manager

PHIL STEFANI SIGNATURE RESTAURANTS | 1033 W. VAN BUREN | CHICAGO, IL 60607  
[www.stefanirestaurants.com](http://www.stefanirestaurants.com)

1033 W. Van Buren

5th floor

Chicago, IL 60607

Office 312.929.0107

Stefani Prime | 6755 N Cicero, Lincolnwood, IL 60712

Bar Cargo | 605 N. Wells St.

MAD Social | 1140 W. Madison

Flamingo Private Events | 601 N Wells St.

Broken English Taco Pub | 75 E. Lake St.

Broken English Taco Pub-Old town | 1400 N wells St Chicago

Broken English Taco Pub-Lincoln Park | 2576 N Lincoln Ave.

Riva Crab House | 700 E. Grand Avenue

Tuscany Taylor | 1014 W. Taylor Street

Tuscany Wheeling | 550 S. Milwaukee Avenue

Tavern on Rush | 1031 N Rush Street

Castaways | North Avenue Beach (seasonal)

Miller Coors Beer Garden | Navy Pier

<https://mail.google.com/mail/u/0/?ik=43577b911a&view=pt&search=all&permthid=thread-f%3A1661533868811635630%7Cmsg-f%3A16615338688116...> 1/2

4/22/2020

Idea Marketing Group, Inc. Mail - Services



Darren Fox <darren@ideamktg.com>

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## Services

1 message

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**Nayeli Aceves** <nayeli@zepole.com>

Thu, Mar 19, 2020 at 3:39 PM

To: Darren Fox <darren@ideamktg.com>, Holly Walsh <holly@ideamktg.com>

Hi Darren and Holly,

With everything going on right now in the world and in our industry, we wanted to ask if our services could be paused. This would of course just be temporary. With the restaurants closing we have slowed down significantly here too. We want to keep our staff working and fully paid throughout all of this. However, to do that we have to cut costs anyway we can.

Please let me know if our services could be temporarily paused. I know this is an uncertain time for everyone, I hope you can understand.

Thank you



**Nayeli Aceves** IT

[www.zepole.com](http://www.zepole.com) Bolingbrook, IL

P: 630.783.1239 | F: 630.739.5287



4/22/2020

Idea Marketing Group, Inc. Mail - Re: Let's finish then put SEO on hold - Expressive Structures



Darren Fox &lt;darren@ideamktg.com&gt;

**Re: Let's finish then put SEO on hold - Expressive Structures**

1 message

Darren Fox &lt;darren@ideamktg.com&gt;

Mon, Mar 16, 2020 at 11:41 AM

To: Ben Palmer &lt;ben@expressivestructures.com&gt;, Lynn Nicolai &lt;lynn@ideamktg.com&gt;, Steven Jack &lt;steven@ideamktg.com&gt;

Hi Ben,

Thank you for reaching out, we understand the situation you are in as we are also impacted.

We will wrap up pending items this month and then pause monthly services starting April.

Hopefully all of this goes quickly so we can all get back to business.

Thank You,

Darren Fox

President

Idea Marketing Group | 312.300.8841 ext #08



On Sat, Mar 14, 2020 at 9:47 PM Ben Palmer &lt;ben@expressivestructures.com&gt; wrote:

Darren,

I want to finish with the three email blasts that Steven is working on. Get them scheduled each for the next three weeks starting this Tuesday. Then let's shut down the \$1,450 a month SEO charge until the shows come back. I hate to do it but I just don't have the cash to continue the SEO after this last little bit of work. Let's turn off our pay per click as well.

Thank you and looking forward to starting back up when the shows come back to us.

Ben Palmer

Expressive Structures

(773) 895-5985 x 1

[www.ExpressiveStructures.com](http://www.ExpressiveStructures.com)



On Sun, Mar 15, 2020 at 10:22 AM Dan Rosier <[drosier@thewebgrill.com](mailto:drosier@thewebgrill.com)> wrote:  
FYI on ad spend. Also - I need you to hold on any work for us immediately. We will go to a pay/project or task mode. We have to stop the bleeding.

We can chat this week to see if anything changes.

Dan

Sent from my iPhone

Begin forwarded message:

**From:** Dan Rosier <[drosier@thewebgrill.com](mailto:drosier@thewebgrill.com)>  
**Date:** March 15, 2020 at 9:31:00 AM CDT  
**To:** "R. Bryen Gerrish" <[rbgerrish@thewebgrill.com](mailto:rbgerrish@thewebgrill.com)>, Patrick Brady <[pbrady@thewebgrill.com](mailto:pbrady@thewebgrill.com)>  
**Cc:** Jon Cross <[jcross@thewebgrill.com](mailto:jcross@thewebgrill.com)>, Matthew McCormick <[mmccormick@thewebgrill.com](mailto:mmccormick@thewebgrill.com)>, Brad Ritz <[britz@thewebgrill.com](mailto:britz@thewebgrill.com)>  
**Subject:** RE: Marketing Update

4/11

On Tue, Apr 7, 2020 at 10:30 AM Colton Anderson <[canderson@asbuilmtgt.com](mailto:canderson@asbuilmtgt.com)> wrote:

Hi Steve,

I hate to write this email but these weird times are forcing my hand. Our owner has requested that we pause the marketing contract and Google Ads account for a few months. My hope is that we can put a pause on the contract and pick it back up once the coronavirus craziness goes away. We have lost quite a bit of revenue so we are having to cut as many expenses as possible, including terminating our office lease...

We already paid for April so we can continue to work together this month and start our hiatus in May. Feel free to call me to talk through this if you want or if Darren wants to talk, that's cool too.

If its any consolation, you guys are the very last expense we have available to cut. Next up is salaries of people and we hope not to do that.

Thanks and feel free to call.

**Colton Anderson**

As-Built Management Inc.

Cell: 815-768-6088

Email: [canderson@asbuilmtgt.com](mailto:canderson@asbuilmtgt.com)

Visit Us: [www.asbuilmtgt.com](http://www.asbuilmtgt.com)

## DOCUMENTATION of EMPLOYEE STATUS

*Expand as Needed*

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

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
<u>Leonard Bradley</u>	9114	<u>X</u>			<u>X</u>		
<u>Taylor Campey</u>	4819	<u>X</u>			<u>X</u>		
<u>Zach Dillman</u>	3062	<u>X</u>	<u>X</u>		<u>X</u>		
<u>Darren Fox</u>	5146	<u>X</u>			<u>X</u>		
<u>Steven Jack</u>	2016	<u>X</u>			<u>X</u>		
<u>Erin Karper</u>	7539	<u>X</u>			<u>X</u>		
<u>Haley Langer</u>	4090	<u>X</u>			<u>X</u>		
<u>Sean Moran</u>	4155	<u>X</u>			<u>X</u>		
<u>Lynn Nicolai</u>	6057	<u>X</u>			<u>X</u>		
<u>William Skowronski</u>	7132	<u>X</u>			<u>X</u>		
<u>Jennifer Stark</u>	0498	<u>X</u>			<u>X</u>		
<u>Daniel Steinmiller</u>	5620	<u>X</u>			<u>X</u>		
<u>Holly Walsh</u>	8110	<u>X</u>			<u>X</u>		
<b>TOTAL:</b>		<b><u>13</u></b>					

## 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 <u>4/22/20</u>
<u>Darren Fox</u> _____ Typed Name of Chief Executive Officer	
<u>Idea Marketing Group, Inc.</u> _____ Name of Business	<u>27-0574684</u> _____ FEIN #
<u>51 Fox Glen Dr W, Yorkville IL</u> _____ Business Address	<u>026124779</u> _____ DUNS #
	<u>7371</u> _____ SIC #

## **PARTICIPATION AGREEMENT**

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of \_\_\_\_\_ ("Unit of Local Government") and \_\_\_\_\_, Inc., (Benefiting "Business").

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

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

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

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

### **I. GENERAL DEFINITIONS**

- 1.1 **"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 \$\_\_\_\_\_ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

### **II. PERFORMANCE**

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

### **III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS**

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

- 3.2 Business represents and warrants that:
- (a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.
  - (b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.
  - (c) This Agreement constitutes a valid and binding agreement of Business.
  - (d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.
  - (e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.
  - (f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.
- 3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.
- 3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.
- 3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

- 3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

#### IV. DEFAULT AND REMEDIES

- 4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.
- (a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;
  - (b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
  - (c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
  - (d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

- (e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.
- 4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.
- 4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31<sup>st</sup> 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.

Idea Marketing Group, Inc.



By: Darren Fox  
Its: President

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By: Honorable  
Its: Mayor

Address:

51 Fox Glen Dr W  
Yorkville, IL 60560

Address:

# Benefiting Business's Certificate of Good Standing from Secretary of State

File Number 6665-531-8



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

IDEA MARKETING GROUP, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 17, 2009, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 2011203254 verifiable until 04/21/2021  
Authenticate at: <http://www.cyberdriveillinois.com>

**In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of APRIL A.D. 2020 .**

*Jesse White*

SECRETARY OF STATE

## Section C - Budget Worksheet & Narrative

**15). Working Capital:** Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	13	<i>monthly</i>	\$ 43,188.00	2	\$ 86,376.00
Fringe Benefits	13	<i>monthly</i>	\$ 840.00	2	\$ 1,680.00
Occupancy (Rent/Mortgage Payments)	1	<i>monthly</i>	\$ 2,644.00	2	\$ 5,288.00
Utilities (Electrical, Gas, Water, Sewer)	1	<i>monthly</i>	\$ 707.00	2	\$ 1,414.00
Telecommunications & Internet	1	<i>monthly</i>	\$ 622.00	2	\$ 1,244.00
Inventory/Goods Necessary to do Business		<i>n/a</i>			\$ -
Supplies (office-related)	1	<i>monthly</i>	\$ 619.00	2	\$ 1,238.00
Contractual Services (pest control, cleaning, etc.)		<i>n/a</i>			\$ -
Other (specify):					\$ -
Other (specify):					\$ -
					\$ -
<b>State Total</b>					<b>\$ 97,240.00</b>

**Total State-Funded Working Capital \$ 97,240.00**

**Working Capital Narrative (State):**