



COVID-19 Small Business Relief Grant Program APPLICATION FORM

Applicants seeking COVID-19 Small Business Relief assistance must submit this Application form which consists of Section A-H and includes all submitted documentation (“Application”) for consideration. All applicable information must be provided, and the applicant is responsible for the accuracy of the information submitted. Once the application is complete, follow these steps to submit the application:

1. **FIRST**, take your application to the Vandalia-Butler Chamber of Commerce. The Chamber will review the application for completeness and help you identify any missing information. The Chamber will complete the box on page 6. The Chamber offices are located at 544 W. National Road and are open 9:00 a.m. to 5:00 p.m. weekdays. Appointments are encouraged to ensure availability and can be made by calling (937) 898-5351.
2. **THEN**, deliver your application to the City of Vandalia City Manager’s Office. The city will date stamp your application to document the order in which applications are received. City offices are located at 333 James E. Bohanan Memorial Drive and are open 8:00 a.m. to 5:00 p.m. weekdays.

Applications may first be submitted to the City of Vandalia at 1:00 p.m. on September 1, 2021. No applications may be submitted after 5:00 p.m. on December 1, 2021. Applications will be reviewed for funding eligibility first come, first serve. Funding will likely be exhausted in advance of the application deadline.

For application or program questions, please contact:

Will Roberts
Vandalia-Butler Chamber of Commerce
937-898-5351
will@vandaliabutlerchamber.org

Amber Holloway
City of Vandalia
(937) 415-2250
aholloway@vandaliaohio.org

For the latest program information, visit www.vandaliaohio.org/smallbizrelief

SECTION A – APPLICANT INFORMATION

Business Name: _____

Contact Name: _____

Mailing Address: _____

City, State, Zip: _____

Email Address: _____

Daytime Phone: _____

Federal Tax ID: _____

Type of Business: _____

SECTION B – REQUIREMENT VERIFICATION

1. Business must have a physical storefront in the corporate limits of the City of Vandalia

Business Address: _____

2. Business must have been in operation as of October 1, 2019

Date operations began in Vandalia: _____

3. Business must commit to operate through at least June 30, 2022

_____ Initial to indicate commitment to operate through June 30, 2022

4. Business must have had no more than \$2 million in annual gross revenue in calendar year 2020.

_____ Initial to confirm gross annual receipts in calendar year 2020 (to be verified with tax return)

5. Business must have been negatively impacted by the COVID-19 pandemic

A. If business operations were fully or partially shut down as a result of government orders:

Dates of business closure: _____

Operations closed (e.g. indoor dining): _____

B. **OR**, if business operations were not fully or partially shut down as a result of government orders:

Describe impact of COVID-19 to business operations or revenues:

6. Business must not have more than 25 full-time equivalent employees (FTEs) as of January 1, 2020

A. Total head count of employees working more than 15 hours per week: _____

B. **OR**, if A exceeds 25, calculate the number of FTEs: _____

To calculate FTEs, take the total hours compensated for all employees in calendar year 2020 divided by 2,080.

SECTION C – GRANT REQUEST

The maximum grant award per business is based on the number of employees of the business. The number of employees may be based on total head count as of January 1, 2020, for the average number of employees working more than 15 hours per week.

Employees	Maximum Grant Request
1 to 3	\$5,000
4 to 10	\$7,500
11 to 25	\$10,000

Grant Amount Requested _____

SECTION D – DISCLOSURES

1. Is the business or a listed owner delinquent on any federal, state, or local taxes or assessments; direct guaranteed loans; leases; contracts; grants; child support payments; or any other obligations?

Yes _____ No _____

2. Does the business or a listed owner have any outstanding judgements, tax liens, pending bankruptcy proceedings, pending lawsuits against them, or criminal proceedings?

Yes _____ No _____

3. Does the owner, owner’s spouse, or household member work for or serve in an official capacity for the City of Vandalia, Montgomery County, or any other entity associated with the American Rescue Plan?

Yes _____ No _____

4. Is the business or a listed owner in good standing with the City of Vandalia, including having no current building or zoning code violations, no outstanding utility bills, and no police or fire department issues?

Yes _____ No _____

5. Is the business part of national or regional chain with more than 5 locations or owned franchises?

Yes _____ No _____

6. Is the business a FOR-PROFIT entity? (Non-profit businesses are not eligible for the grant).

Yes _____ No _____

SECTION E – ELIGIBLE EXPENSES

Describe any other business relief funding and amounts received from local, state, or federal government sources. These could include programs such as the Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL) grants, or Ohio Small Business Relief Grant.

Eligible expenses include the following:

- Rent or mortgage payment for business premises
- Salaries, wages, or compensation paid to employees, including employer’s share of health insurance costs
- Utility payments for business premises
- Personal protective equipment (PPE), partitions, other modifications related to COVID-19
- Business supplies or equipment
- Costs associated with hiring or rehiring employees including on-boarding, training and costs associated with recruitment.

Expenses must be incurred between April 1, 2021 and the date of application.

Any expenses already paid with other federal, state, and/or CARES funds are ineligible, including the PPP and Economic Injury Disaster Loan. Additional ineligible expenses include costs for tax obligations, political activities, and non-business or non-COVID-19 related purposes. By signing this application, the

Applicant warrants that the expenses are eligible and have not been paid with other federal, state, and/or CARES funds.

Eligible expenses should be detailed on the Expense Report below in Section F.

SECTION F – EXPENSE DOCUMENTATION

Complete the below expense report to itemize the eligible expenses for which grant funds are sought.

Attach documentation of each eligible expense. This could include paid invoices, cancelled checks, receipts, payroll records, bank statements, or other financial records. Applicants may wish to utilize rent, payroll, and other larger expenses to reduce the amount of documentation needed.

For each expense listed in the expense report, complete all columns that are applicable to allow the city to connect the listed expense to the attached verification documentation. The first two lines are examples.

EXPENSE REPORT

Date of Payment	Name of Payee	Invoice No.	Purpose	Check No.	Amount	Verification Attached?
MM/DD/YY 05/10/2020	PPE Depot	#371	Masks and partitions		\$410.98	Yes
MM/DD/YY Multiple	Jane Doe Landlord		June - Aug. Rent	#9, 21, 37	\$3,300.00	Yes
MM/DD/YY					\$	
MM/DD/YY					\$	
MM/DD/YY					\$	
MM/DD/YY					\$	
MM/DD/YY					\$	
MM/DD/YY					\$	

MM/DD/YY					\$	
Total Amount						
Must meet or exceed the Grant Amount Requested in Section C						

SECTION G – REQUIRED DOCUMENTATION

BY SUBMITTING AN APPLICATION UNDER THIS PROGRAM, THE BUSINESS CONSENTS TO HAVING THE CITY OF VANDALIA TAX DIVISION CONFIRM INFORMATION CONTAINED IN THE APPLICATION AND SUBMITTED DOCUMENTATION.

- Current Bank Statement**
- 2019 Federal Tax Return**
- W-9 Form**
- Documentation of employment count.** This could include a payroll record including January 1, 2020 or year-end documentation submitted to a state or federal agency for calendar year 2019 documenting employment count, such as IRS Tax Form 941. For businesses with a total employee head count exceeding 25, include documentation showing how the number of FTEs was calculated.
- Documentation of eligible expenses.** This could include paid invoices, cancelled checks, receipts, payroll records, bank statements, or other financial records.
- Executed Terms and Conditions (end of application)**
- Vandalia-Butler Chamber of Commerce Completeness Review (below)**

To be completed by the Vandalia-Butler Chamber of Commerce:	
Application fields complete:	_____
All attachments enclosed:	_____
Application & terms signed:	_____
Signed: _____	Date: _____

SECTION H - TERMS & CONDITIONS

The undersigned Applicant [also referred herein as “Grantee”], warrants, under penalty of perjury, that he/she is a duly authorized to sign the application and bind the Applicant, and hereby certify that the statements made in the forgoing application and in all attachments submitted in connection with this application are true and correct to the best information and belief of the undersigned and are submitted as a basis for determining approval of the City of Vandalia COVID-19 Small Business Relief Grant Program assistance (“Program”).

Further, the undersigned Applicant agrees that a grant is only awarded, if at all, based upon, and in reliance upon, the information provided by the Applicant. As a condition of accepting any grant hereunder, the Applicant agrees to abide by these Terms and Conditions:

1. Funding Purpose. The City of Vandalia COVID-19 Small Business Relief Grant Program is meant to disburse funds in an amount to be determined by the City (“Program Grant Funds”) to be used by Grantee only for the following:

- (a) Reimbursement of rent or mortgage payments for business premises;
- (b) Reimbursement of salaries and wages for employees
- (c) Reimbursement of utilities for business premises;
- (d) Reimbursement of personal protective equipment, partitions, or other modifications related to COVID-19;
- (e) Reimbursement of costs associated with hiring or rehiring employees including on-boarding, training and costs associated with recruitment; and/or
- (f) Reimbursement of measures taken to protect employees, customers, or clients from COVID-19. (“Eligible Expenses”)

In the event of a conflict between these Terms and Conditions and any of the Program Guidelines, the Terms and Conditions shall govern.

2. Total Allocation. Unless provided otherwise in writing, the amount of the Program Grant Funds represents the total allocation to Grantee from the City. The City reserves the right to reduce, recapture, and/or reallocate any portion, or all, of the Program Grant Funds based on Grantee’s failure to abide by these Terms and Conditions

3. Use of the Program Grant Funds. The Program Grant Funds must be used exclusively for Eligible Expenses

Additionally, if the Grantee is a sole proprietor, Grantee may be considered an “employee” for purposes of this Program and may use Program Grant Funds to replace a portion of its lost revenue, as follows:

If the Grantee filed IRS Form 1040 and Schedule C thereto for tax year 2020, or, in the event the Grantee has not filed IRS Form 1040 for tax year 2020, but has filed IRS Form 1040 and Schedule C thereto for tax year 2019, then the Grantee can use the grant funds to pay the Grantee the equivalent of up to 1/6 of the net profit reported by the Grantee on line 31 of the applicable Schedule C.

All expenses paid using Program Grant Funds must either be incurred by the Grantee or paid by the Grantee on or after April 1, 2021, and before the date the Grant Application was submitted.

All business expenses paid with Program Grant Funds shall be supported by documentation.

4. Conditions. Grantee shall undertake all activities in accordance with the Program Guidelines, Program Application and these Terms and Conditions.

Furthermore, as an express condition of receiving the Program Grant Funds, Grantee represents and warrants that it has not permanently closed as a result of the COVID-19 pandemic, that it does not intend to close as a result of the COVID-19 pandemic, and that it intends to resume business operations when, and to the extent, it can practically and lawfully do so.

The Program Grant Funds being received by Grantee are being provided by City as part of the City of Vandalia's response to the COVID-19 pandemic, and City, and the Program Grant Funds have been funded by the City through funds it received the American Rescue Plan. As a condition to this Grant, the Grantee shall use the funds received only for the purposes set forth in the Program Guidelines, which are consistent with the purposes authorized under the American Rescue Plan.

5. Term. This Agreement shall be binding upon the applicant until all Program Grant Funds have been paid by the City to the Grantee, or (b) this Agreement is earlier terminated pursuant to the terms and conditions of this Agreement (the "Term").

6. Additional Information. Grantee shall provide to City any additional reports or information relating to this Agreement and its use of Program Grant Funds as the City may, from time to time, reasonably request to evidence Grantee's compliance with the terms of this Agreement.

7. Records, Access, and Maintenance. Grantee shall establish and maintain, for five (5) years from the date of disbursement of grant funds, such records as are reasonably required by the City to confirm compliance with the Program, including, but not limited to, financial reports, contracts, invoices, leases, mortgage statements and other documentation of expenses, and all other relevant information related to the expense of the Program Grant Funds.

10. Audits and Inspections. At any time, during normal business hours, upon reasonable notice and as often as the City may reasonably deem necessary, and in such a manner as not to unreasonably interfere with the normal business operations of Grantee, Grantee shall make available to the City, for examination, all of its records with respect to matters expressly covered by the Program (provided that such records may be redacted by Grantee such that they only include information responsive to matters expressly covered by the Program, including, but not limited to, records of Grantee's personnel and conditions of employment and shall permit the City, or its agents, to audit, examine and make excerpts, transcripts, or copies of, or from, such records, at the sole expense of the City.

12. In the event Grantee has made any material representation regarding the eligibility for Program Grant Fund, City shall have the following remedies:

a. Demand Repayment of Program Grant Funds. The City may demand repayment of the Program Grant Funds. Grantee shall not be required to repay an amount that exceeds the Program Grant Funds disbursed to Grantee.

b. Other Legal Remedies. The City may pursue any other legal or equitable remedies the City may have under applicable law. Notwithstanding anything herein to the contrary, Grantee shall not be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar, However, Grantee shall be liable for any attorney fees incurred by City in enforcing this provision.

c. No delay or omission by the City in exercising any right or power accruing hereunder shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised, from time to time, as often as may be deemed by the City to be expedient or appropriate.

d. Grantee shall be ineligible for any future assistance through the Program.

13. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder.

14. Nondiscrimination. Grantee covenants that it shall not discriminate on the basis of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic protected by law during the undertaking of the project or program for which the Program Grant Funds are being disbursed to Grantee.

16. Indemnification. Grantee shall indemnify, protect, defend and hold harmless City and its employees, officers, members, designees and agents from and against any and all claims, actions, causes of actions, proceedings, damages, costs, liens, judgments, penalties, attorney's, expert and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with, Grantee's use of the Program Grant Funds, the conduct of Grantee's business, any act, omission or neglect of Grantee, its employees, officers, members, designees and agents. The foregoing shall include, but not be limited to, the defense or pursuit of any claim, action, cause of action or proceeding involved therein, and whether or not (in the case of claims made against City) litigated and/or reduced to judgment, and whether well founded or not. In case any action or proceeding be brought against City by reason of any of the foregoing matters. City may elect to select its own defense and of any of the foregoing matters and to seek payment and/or reimbursement for the same by Grantee, or Grantee shall, upon notice from City, defend the same at Grantee's expense by counsel reasonably satisfactory to City and City shall cooperate with Grantee in such defense. City need not have first paid any such claim in order to be so indemnified.

17. Adherence to State, Federal, and Local Laws and Regulations. Grantee agrees to comply in all material respects with all applicable federal, state and local laws in the performance of this Agreement.

18. Outstanding Liabilities. Grantee affirmatively covenants that it is not delinquent to the City of Vandalia for income taxes or with respect to any real property taxes. Nor are there any outstanding violation notices or correction orders issued by any department or division of the City.

19. Storage and Use of Information. The City will take reasonable steps to secure all information, including social security numbers, employee identification numbers W-9s and other tax information, provided by Grantee in the application process and to comply with provisions of the Program. The collection of the information is for the City's internal use, and the City will not share such information with any entity other than the City of Vandalia, any other local political subdivision, the State of Ohio or

the federal government, for the purposes set forth in the Program Guidelines, any required reporting requirements of the City, and for any other lawful purposes, including, but not limited to, any necessary audits of the Program. In no event shall the City be liable to Grantee for any breach of the security of the information provided by Grantee other than for reckless, willful and wanton disregard of the security of such information.

Signature of Applicant/Grantee:

_____	_____	_____
Signature of Applicant	Applicant Name Printed	Title

_____	_____	_____
Signature of Applicant	Applicant Name Printed	Title

State of Ohio, County of _____

The foregoing instrument was acknowledged before me on this _____ (date) by
_____ (name of person acknowledging).

(Notary Seal)

 Signature of Notary Public – State of Ohio
 My commission expires: _____
 (date)