



# Restart Rochelle: Round THREE

## Small Business Assistance Program

### Guidelines and Application

Application process open: December 15, 2020

Applications are being accepted now and will remain open until December 21, 2020. Staff will review applications and award grants based on the availability of funding and evaluation of the eligibility criteria and required submissions. Please complete the entire application.

#### **Program Overview**

The purpose of the Small Business Assistance Program is to help restaurants and bars required to cease indoor service pursuant to Governor Pritzker's Stay at Home Executive Order that are located within the City of Rochelle to remain viable during and following the COVID-19 pandemic.

The City will provide the funding for the grant and work with the Downtown Rochelle Association (DRA), the Rochelle Area Chamber of Commerce and the Rochelle Retail Advisory Board to promote this grant. We believe small businesses are an essential part of our culture and business community and understands the significant financial impact COVID-19 has had on them. Our small businesses are very important to the local economy.

The maximum grant amount is \$10,000 for qualifying expenses. \$1,000 a week paid out on a monthly basis for each qualifying month that restaurants or bars are closed, with a maximum 10 weeks.

#### **Eligibility**

To be eligible for the program, business must meet the following criteria:

- Operate out of a brick-and-mortar location.
- Restaurants with drive-thru service are not eligible.
- Any restaurants that are exempt from the Governor's Order and allowed to stay open are not eligible.
- Located within the City limits of Rochelle.
- Must be required to close indoor service and comply with Governor's mitigation rules.
- Business must close on or before December 15, 2020.
- If behind on RMU utility bills, arrangements for repayment must be made by contacting the RMU Customer Service Office.
- Must generate sales tax or property tax.

- Must be legally capable of entering into a binding contract. A Grant Agreement with Recapture will be required which will obligate the business to repay the grant if program rules are not followed.

### **Qualifying Expenses**

- Rent or mortgage
- Insurance
- Inventory
- Payroll
- Personal Protection Equipment
- Utilities
  - Electric
  - Gas
  - Telephone
  - Internet
  - Water service
  - Garbage service

### **Funding**

- The maximum amount of \$10,000 may be awarded.
- The grant is intended to be a last resort funding source.
- Paid receipts of eligible expenses will be required.
- The grant is limited to 10 weeks.

### **Funding Sources**

- The City of Rochelle is allocating this grant from Community Development funds. This grant funded program will cease when funds are expended.

For questions, please contact Jeff Fiegenschuh at [jfiegenschuh@rochelleil.us](mailto:jfiegenschuh@rochelleil.us) or Michelle Pease at [mpease@rochelleil.us](mailto:mpease@rochelleil.us)



Has your bar or restaurant business been forced to completely close?

- Yes       No

Do you operate your business out of a brick-and-mortar facility separate from your primary residence?

- Yes       No

Do you have a drive-thru operation that will continue to stay open?

- Yes       No

If you receive this grant, do you feel you will be able to remain open for at least 6 months? Use the space below if you need to explain further

- Yes       No

Give a brief narrative of your business operations.

Cash on hand to support your business.

- \$0 to \$5,000 or less       \$5,000 to \$15,000 or less       More than \$15,000

If you receive this grant, which of the following qualifying expenses will the funds be used for?

Rent or Mortgage

- Yes       No

Electric/Water/Water Reclamation

- Yes       No

Gas Bill

- Yes       No

Water Bill

- Yes       No

Telephone Service

- Yes       No

Internet Service

- Yes       No

Garbage Service

- Yes       No

Insurance

- Yes       No

Please include the following with your application:

1. Applicant W-9 or filed tax returns.
2. An anticipated budget showing expenses that will be paid with grant funds if approved must be shown.  
PLEASE USE WHOLE DOLLAR AMOUNTS ONLY.



## GRANT AGREEMENT WITH RECAPTURE

**THIS AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the CITY OF ROCHELLE, an Illinois municipal corporation (the "City") and \_\_\_\_\_ (the "Recipient").

### RECITALS:

**WHEREAS**, an outbreak of a novel coronavirus, referred to as COVID-19, has emerged globally and spread throughout the United States of America and the State of Illinois, resulting in the declaration of a pandemic by the World Health Organization; and

**WHEREAS**, in response to the pandemic, the Governor of the State of Illinois has declared a state of emergency and has further issued a series of executive orders directing the closure of indoor dining at restaurants; and

**WHEREAS**, the Mayor and City Council of the City are mindful of the economic impact of COVID-19 on restaurants and bars within the City and have extended the Restart Rochelle Small Business Assistance Program Round Three (the "Program") to aid such businesses with certain Qualifying Expenses (as such term is described in the Program Guide, a copy of which is attached to this Agreement); and

**WHEREAS**, Recipient is the owner of a qualifying restaurant or bar located within the City limits (the "Business") and has applied for a grant through the Program, and the City has approved such application.

**NOW, THEREFORE**, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth in the preambles to this Agreement are true and correct and are hereby incorporated into this Paragraph 1 as if fully set forth herein.
2. **Term; Grant Amount.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of ten (10) weeks. Upon the execution of this Agreement, City shall cause the disbursement of the proceeds of a grant to Recipient in the amount of \$ \_\_\_\_\_ (the "Grant"). Payment shall be made by check payable to the order of the Recipient.
3. **Grant Requirements.** Recipient agrees that it shall utilize the Grant solely for the payment of Qualifying Expenses in connection with the brick and mortar location of the Commercial Business as described in the Program Guide.

4. Representations of Recipient. In connection with the Grant, Recipient represents and warrants that:

- (a) the Business is a restaurant or bar that has been forced to shut down and does not have a drive-thru service;
- (b) the Business has a physical brick and mortar location within the City limits that is other than the primary residence of the owner of the Business;
- (c) the Grant is necessary for the payment of Qualifying Expenses and that, absent the Grant, Recipient would be unable to make such payments;
- (d) following the execution of this Agreement, Recipient will keep the Business open for a continuous period of at least six (6) months; and
- (e) the Business shall provide such information as may be requested by the City to document compliance with the requirements set forth in the attached Program Guide and the terms of this Agreement.

5. Breach of Grant Requirements; Recapture. In the event of Recipient's breach of this Agreement or of any of the representations and warranties of Recipient made herein, Recipient agrees to pay the City, within thirty (30) days of demand, the sum of the Grant amount (the "Recapture Payment"). The Recipient shall also pay to the City within thirty (30) days of demand the amount of all expenses paid or incurred by the City, including reasonable attorneys' fees and court costs, in pursuit of the Recapture Payment. The provisions of this section shall survive the termination of this Agreement and the payment of the Recapture Payment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF ROCHELLE

By: \_\_\_\_\_

Its:

RECIPIENT:

By: \_\_\_\_\_

Its: