



MEMORANDUM

TO: Governing Body, City of Cheyenne
FROM: Renee Smith, Grants Manager
DATE: NOVEMBER 18, 2022
SUBJECT: SMALL BUSINESS RENTAL ASSISTANCE (ARPA SLFRF GRANT)

I am requesting approval of a subaward contract between the City of Cheyenne and the Cheyenne Downtown Development Authority for \$40,000 to supplement a small business rental assistance program using ARPA State and Local Fiscal Recovery Funds. These funds will be awarded through a rigorous application process administered by a panel of banking experts to qualifying businesses.

Small businesses make up nearly half of U.S. private sector employment and play a key role in supporting the City's overall economic recovery as they are responsible for two-thirds of net new jobs. Since the beginning of the pandemic, over 400,000 small businesses across the country have closed with more at risk. (U.S. Small Business Administration)

Our Historic Downtown District business owners have faced similar challenges; with many business owners having to make hard sacrifices to remain in business, especially during the current economic downturn.

Under Sections 602(c)(1)(A) and 603(c)(1)(A), American Rescue Plan State and Local Fiscal Recovery Funds may be used to provide assistance to small businesses to address the negative economic impacts faced by those businesses, to include rental assistance. The City of Cheyenne would like to grant a subaward to the Downtown Development Authority (DDA) to administer a Small Business Rental Assistance program to provide one time assistance to qualifying businesses.

Attached is the Subgrantee Contract to award funds for the Small Business Rental Assistance Program. The City has also required that a panel of banking and loan experts review and approve subgrant applications and assist the DDA with the administration of the program. See Attachment A. These funds must be used in compliance with federal guidelines and restrictions and spent before December 31, 2024. Quarterly reports will be required as a condition of this award. All unused funds will be returned to the City.

If you have any questions or need further clarification, please give me a call at 637-6285 or email at rsmith@cheyennecity.org

APPROVED

By Stefanie Boster at 3:27 pm, Oct 12, 2022

CITY CONTRACT NO. _____

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND SUBAWARD CONTRACT BETWEEN THE CITY OF CHEYENNE AND THE CHEYENNE DOWNTOWN DEVELOPMENT AUTHORITY

This U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF) AWARD CONTRACT (“Contract”) (CFDA 21.019) is made by and between the City of Cheyenne, a municipal corporation existing under the laws of the State of Wyoming (“CITY”), located at 2101 O’Neil Avenue, Cheyenne, Wyoming 82001, and the Cheyenne Downtown Development Authority (“SUBGRANTEE”), whose address is 109 W 17th Street, Cheyenne, Wyoming 82001. The City and the Subgrantee are collectively referred to as “Party” or “Parties”. In consideration of the promises and covenants set forth below, the parties agree as follows:

WHEREAS, the CITY supports the use of SLFRF funds for the health of communities, and helping small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts.

WHEREAS, it is the mission of the SUBGRANTEE to serve as a catalyst for economic development, redevelopment, and revitalization in Downtown Cheyenne by identifying, facilitating, and implementing strategic programs, projects, and initiatives that increase property tax valuations and eliminate causes of deterioration within the DDA District.

WHEREAS, the CITY wishes to donate monies to the SUBGRANTEE for necessary support in relation to the negative impacts of COVID on the small business and tourism industry in the Downtown District through the creation of the Downtown Rental Assistance Program.

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are incorporated herein by reference into this Contract.

2. **Purpose of Contract.** The CITY shall provide U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds to SUBGRANTEE in the amount set forth in Section 4, and SUBGRANTEE has undertaken and completed materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Contract and compliance with all American Rescue Plan program rules and regulations is a condition to SUBGRANTEE’S receipt of monies hereunder. The City has determined that this project meets the following threshold requirements:

- (1) The Project responds to a disproportionate impact caused by the COVID-19 public health emergency.
- (2) The Project meets the definition of “small business” as defined by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates.
- (3) Utilizes SLFRF-ARP funding for costs that:
 - (a) Are allowable, reasonable, and allocable under 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

- (b) Do not duplicate financial assistance received from other federal sources;
 - (c) Do not exceed the total need for financial assistance;
 - (d) Were not incurred prior to March 3, 2021 or after December 31, 2024; and,
 - (e) Evidence commitment of all funding necessary to fully fund the Project.
- (4) Are documented properly and provided as requested by the CITY for quarterly reporting as required by the U.S. Treasury for SLFRF-ARP funding.
- (5) The project is properly zoned for the intended use.

3. Term of Contract and Required Approvals. This Contract is not effective until all parties have executed it and all required approvals have been granted. The term of the Contract is from the date of execution to December 31, 2023 (“Term”); the Project shall be completed during the Term.

4. Payment. The CITY agrees to grant monies to SUBGRANTEE to provide emergency financial assistance grants to Cheyenne Downtown Business Association members who are eligible business tenants within the Downtown Development Authority (“DDA”) District Boundaries. The total payment to SUBGRANTEE under this Contract shall not exceed \$40,000.00 (“Grant Award”). Payment will be made to the SUBGRANTEE and managed by the DDA and a Rental Assistance Advisory Board comprised of financial institution leaders.

5. Responsibilities of the SUBGRANTEE Regarding the Project. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:

a. Professional Services. The SUBGRANTEE agrees they have performed all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the CITY.

b. Project Feasibility and Viability. The SUBGRANTEE agrees that if they are using additional federal funding other than SLFRF-ARP there will be additional federal requirements.

c. Insurance and Bonding. The SUBGRANTEE shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the CITY. The SUBGRANTEE shall provide, by self-insurance or other means, and maintain and/or cause its sub-contractors to provide and maintain appropriate insurance in an amount not to exceed as follows:

Commercial General Liability (Including Products and Completed Operations; Explosion, Collapse and Underground if applicable to the hazards of a specific project.)	\$1,000,000 per Occurrence \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000 (Combined Single Limit)

Workers' Compensation	Statutory
OR	
Employer's Liability	\$500,000 Each Accident \$500,000 Each Disease-Policy Limit \$500,000 Disease/Each Employee

d. Procurement and Administrative Regulations. SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215 Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services. SUBGRANTEE also agrees to comply with the Contract Provisions for Non-Federal Entity Contracts Under Federal Awards found in 2 C.F.R. § Appendix II to Part 200.

e. Compliance with Laws. In the interpretation, execution, administration and enforcement of this Contract, SUBGRANTEE agrees to comply with all applicable state and federal laws, rules, and regulations, including but not limited to:

i. SUBGRANTEE agrees to comply with all federal requirements governing Contracts that are applicable, including but not limited to 2 C.F.R. § 230; Cost Principles for Non Profit Organizations; and OMB Circular A-133 Audits of State and Local Governments. The Single Audit Act of 1984, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and SUBGRANTEE agrees to comply therewith.

ii. SUBGRANTEE further covenants that the Project has been conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.* and the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* and that it has affirmatively furthered fair housing.

iii. SUBGRANTEE shall comply with "Equal Opportunity in Federal Employment", Exec. Order No. 11, 246, 30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S. C. § 2000 *et seq.*, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 *et seq.*, and any rules and regulations related thereto. SUBGRANTEE shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and any rules and regulations related thereto. SUBGRANTEE shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract.

f. Monitor Activities. The CITY shall have the right to monitor all activities of the SUBGRANTEE related to this Contract. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all SUBGRANTEE personnel in every phase of performance of work related to this Contract.

g. Duty to Keep Informed: The SUBGRANTEE shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority which may, in any manner, affect the duties and responsibilities to be performed by SUBGRANTEE under the terms and conditions of this Contract.

h. Reporting. Within 15 calendar days at the conclusion of each calendar quarter (April 15, July 15, Oct 15, Jan 15) during the Term of this Grant Contract, SUBGRANTEE shall furnish the CITY with a report (Attachment B).

i. Retention of Records. SUBGRANTEE agrees to retain all records related to the Project which are required to be retained pursuant to this Contract or the American Rescue Plan program rules and regulations for three years following CITY's date of notice to SUBGRANTEE of administrative closeout of the Grant.

j. Prohibition on Lobbying. In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the SUBGRANTEE or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative Contract or loan.

k. Suspension and Debarment. By signing this contract, SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list. Further, SUBGRANTEE agrees to notify agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Contract.

l. Federal Audit Requirements. SUBGRANTEE agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. SUBGRANTEE agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits and States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this award, SUBGRANTEE shall provide one copy of the audit report to CITY and require the release of the audit report by its auditor to be held until adjusting entries are disclosed and made to CITY records.

6. Responsibilities of the CITY. The CITY will, at its discretion, assist in providing SUBGRANTEE access to information, including without limitation providing SUBGRANTEE with information concerning SLFRF American Rescue Plan requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with SUBGRANTEE whenever possible. CITY shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

7. **Special Provisions.**

a. **Limitation on Payments.** The CITY's obligation to pay SUBGRANTEE for Project activities rendered pursuant to this Contract is conditioned upon the availability of state or federal government funds that are allocated to pay the SUBGRANTEE hereunder. If Contract monies are not allocated and available for the CITY to pay SUBGRANTEE for the performance of the Project, the CITY may terminate this Contract at any time in its discretion without further liability or obligation hereunder.

b. **Unavailability of Funds.** The CITY shall notify SUBGRANTEE at the earliest possible time if this Contract will or may be affected by a shortage or unavailability of funds. No liability shall accrue to the CITY in the event termination of this Contract occurs or this Contract is affected in any other way by a lack of funds. The CITY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to the SUBGRANTEE or any other person or entity as a result of termination under this section.

c. **No Finder's Fees.** No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Contract shall be paid by either party.

8. **Default and Remedies.** In the event the SUBGRANTEE defaults or is deficient in the performance of any term of this Contract or any requirements of the American Rescue Plan program rules and regulations, then the CITY shall have the right to exercise all remedies provided by law or in equity, including without limitation:

a. Immediately terminating this Contract without further liability or obligation of the CITY;

b. Issuing a letter of warning advising the SUBGRANTEE of the deficiency and putting them on notice that additional action will be taken if the deficiency is not corrected or is repeated;

c. Recommending, or requesting SUBGRANTEE to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency; and,

d. Advising SUBGRANTEE that this Contract will no longer be acceptable and that additional assurances will be required in such form and detail as the CITY may require.

9. **General Provisions.**

a. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Contract.

b. **Assignment.** No Party may assign or transfer the responsibilities or Contracts made herein without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

c. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and exclusive venue for any action shall be in the First Judicial District, Laramie County, Cheyenne, Wyoming.

d. **Compliance with Laws.** The Parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

e. **Assumption of Risk.** SUBGRANTEE shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to SUBGRANTEE'S failure to comply with this Contract and all state or federal requirements. The CITY shall notify SUBGRANTEE of any state or federal determination of noncompliance.

f. **Attorneys' Fees and Costs.** If the CITY has to enforce this Contract as a result of a default in the performance of this Contract, the CITY shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.

g. **Confidentiality of Information:** The SUBGRANTEE acknowledges that information it may receive or have access to as a result of its performance under this Contract may be confidential. SUBGRANTEE agrees that it shall comply with all applicable laws and regulations, whether state or federal, in the collection, maintenance and release of such information. The CITY and its agents, or authorized representatives, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations. Any other parties will be granted access to confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. Nothing herein shall prohibit the disclosure of information in summary form, including the publishing of reports of services provided in this Contract, so long as the identity of the client remains confidential and all other State & Federal laws and regulations are met.

h. **Conflict of Interest:** The Parties confirm that, to their knowledge, no CITY employee has any personal or beneficial interest whatsoever in the services described herein. No staff member of the SUBGRANTEE, compensated either partially or wholly with funds from this Contract, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Contract.

i. **Indemnification:** To the fullest extent permitted by law, SUBGRANTEE shall indemnify, defend and hold harmless the CITY, and its officers, agents, employees, successors and assigns from any cause of action, losses, injuries, liabilities, damages, claims, demands or costs arising from or in connection with this Contract (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's) performance under this Contract, or failure by SUBGRANTEE (or any sub-grantee) to comply with the terms of this Contract or any American Rescue Plan program rules and/or regulations. SUBGRANTEE shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Contract (including without limitation the acts, omissions or performance of the Project or this Contract by any sub-grantee), including without limitation all Claims arising in connection therewith, and the CITY (its officers, agents, employees, successors and assigns) shall have no liability to SUBGRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.

j. **Independent Contractor:** SUBGRANTEE shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the CITY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the

terms of this Contract and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of the CITY, or to incur any obligation of any kind on the behalf of the CITY. SUBGRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to CITY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Contract.

k. Kickbacks: SUBGRANTEE warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract.

l. Notices: All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.

m. Prior Approval: This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and no funds will be disbursed hereunder until all necessary approvals and actions have occurred as determined by the CITY in its discretion and this Contract has been reduced to writing and signed by both parties.

n. Severability: Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect as if the illegal or unenforceable term was omitted.

o. Governmental Immunity: The CITY does not waive its governmental immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 *et seq.*, by entering into this Contract. Further, the CITY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Contract.

p. Force Majeure. The performance of this Contract by the Parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this Contract. This Contract may be cancelled by any Party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other Party.

q. Taxes: SUBGRANTEE shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Contract.

r. **Time is of the Essence:** Time is of the essence in the performance by SUBGRANTEE of all provisions of the Contract.

s. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

t. **Titles Not Controlling:** Titles of sections are for reference only and shall not be used to construe the language in this Contract.

u. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between and for the benefit of the parties to this Contract.

v. **Entirety of Contract:** This Contract, consisting of nine (9) pages, and Attachment A, consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and Contracts, whether written or oral.

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Attachment A

Cheyenne Downtown Business Association Downtown Rental Assistance Program Overview & Application

Program Overview

In an effort to prioritize activities that aid in the economic growth of the district and in concert with the City of Cheyenne and the Cheyenne Downtown Business Association (CDBA), the Cheyenne Downtown Authority (DDA) has created the Downtown Rental Assistance Program to provide emergency financial assistance grants to CDBA members who are eligible business tenants within the DDA District Boundaries (see map below).

As a DDA managed program offered through the CDBA, the Downtown Rental Assistance Program is designed to support business attraction and retention efforts and enhance the vibrancy of commercial corridors throughout downtown Cheyenne. This program provides financial assistance grants for eligible downtown business tenants that:

- Have experienced an uncontrollable set of circumstances that would otherwise cause the business to permanently close, and/or
- Demonstrate a true need for financial support due to the impact of COVID-19

The Downtown Rental Assistance Program is a one-time, needs-based grant program that can provide up to 6 months of rental assistance, with a maximum grant award not to exceed \$5,000 per applicant.

Who Can Apply?

- Active CDBA Members who are downtown for-profit business tenants operating from a commercial property within the DDA District (see map on right)

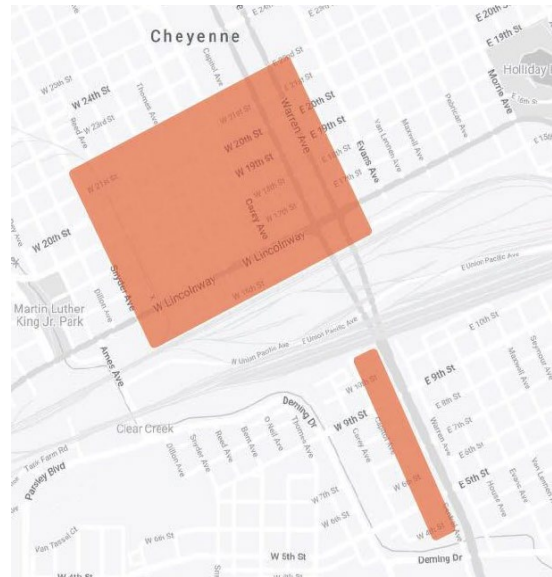
Please Note: Property Owners/Landlords, tax-exempt (non-profit) tenants, home-based businesses and businesses that do not have a physical downtown location are not eligible for this program

- Active CDBA Members who are downtown business tenants operating prior to March 1, 2020

Please Note: Business tenants with sublease agreements are not eligible for this program

- Active CDBA Members who are locally owned business tenants with annual revenue not exceeding \$5 million

Please Note: Corporate-owned business franchises are not eligible for this program



Program Guidelines

- The Downtown Rental Assistance Program is a resource offered by the Cheyenne Downtown Business Association (CDBA) through an American Rescue Plan Grant from the City of Cheyenne and managed by the Cheyenne Downtown Development Authority (DDA). Applicants must have an active CDBA membership and be a for-profit small business tenant leasing a commercial property within the DDA District boundaries.
- To be considered, Applicants must communicate a clear need for financial support due to experiencing an uncontrollable set of circumstances that without rental assistance would otherwise cause the business to permanently close, and/or demonstrate the negative impact COVID-19 has had on their business since March 1, 2020.
- Upon receiving an application and supporting documentation, the Applicant's Landlord will be contacted by the DDA to verify information provided by Applicant and confirm eligibility.
- Final Grant Award will be determined based on Applicant's need communicated in the application, monthly rent payment, and Landlord's ability to contribute additional program support.
- Following application approval, final contract terms and conditions will be agreed upon and signed by all parties. The final grant award will be remitted to the Applicant within thirty (30) days of contract execution to be used for rental assistance purposes only.
- Once the one-time grant amount has been awarded, Downtown Rental Assistance Program Applicants may not reapply for additional financial assistance under this program.

Examples of Applicant Eligibility vs. Ineligibility

The Downtown Rental Assistance Program provides a one-time grant funding up to the lesser amount of 6 months of rental assistance or \$5,000 per eligible applicant. The following table outlines examples of applicant eligibility and ineligibility under the Downtown Rental Assistance Program. *Please Note: This list is not all-inclusive and final determination of eligibility is approved by DDA Leadership:*

Eligible Applicant Examples	Ineligible Applicant Examples
<ul style="list-style-type: none"> • CDBA Members Located Within the DDA District • Business Tenants Operating from Commercial Location • For-Profit Businesses • Locally Owned Business Tenants with Annual Revenue Not Exceeding \$5 Million • Businesses Actively Operating Prior to March 1, 2020 • Businesses in Good Standing with the Wyoming Secretary of State's Office 	<ul style="list-style-type: none"> • Business Tenants Not Located Within the DDA District • Home-Based Businesses • Non-Profit Organizations • Sublease Rental Arrangements • Property Owners/Landlords • Businesses That Do Not Have a Physical Location (i.e., Operating with a PO Box Address) • Corporate-Owned Franchises • Government Offices or Agencies • Businesses Not in Operation Prior to March 1, 2020 • Businesses with a Lease Agreement that Expires Before December 31, 2023

If you have a question about whether you are eligible for Downtown Rental Assistance Program funding, please reach out to DDA VP/Managing Director Haylee Chenchar at 307-433-9730 or email haylee@downtowncheyenne.com.

Application Process

Step 1: Contact Haylee Chenchar (307-433-9730 or haylee@downtowncheyenne.com) to verify eligibility under the Downtown Rental Assistance Program and obtain an Application Form.

Step 2: Applications may be submitted in person at the DDA Office (109 W. 17th Street) and are approved based on demonstration of applicant need and contingent on program funding throughout the end of the 2023 fiscal year.

Applications must include the following supporting documents to be considered:

- Completed Application Form
- Documentation of Active CDBA Membership
- Current Executed Lease Agreement and Landlord Contact Information (If Not Previously Provided)
- Documentation of Good Standing with Wyoming Secretary of State
- Three (3) Most Recent Consecutive Federal Tax Returns - used to verify revenue qualifications and COVID impact
- Quarterly or Annual Income Statements and/or Profit & Loss Statements Covering Three (3) Most Recent Calendar Years (2021, 2020, 2019) Demonstrating Financial Impact
- Proof of Previous Rent/Utility Payment
- Applicant Business Plan and/or one page written explanation for applicant's short term (one year) and long term (five years) plan of operation to remain in business

Step 3: Once an application is submitted, all associated information will be reviewed to verify eligibility of Applicant and the Applicant's Landlord will be contacted to verify lease information and be notified of program terms and conditions. Applicants may be asked to provide additional documentation.

Step 4: Upon approval of application, contract terms and conditions will be determined and agreed upon between all parties.

Payment Process and Timeline

Upon application approval and once a final contract has been agreed upon and signed by all parties, payment for approved one-time grant award will be remitted to the Applicant within thirty (30) days of the date of the completed and executed contract under the Downtown Rental Assistance Program. Once the Applicant has received the one-time grant award, the terms and conditions of the executed contract under the Downtown Rental Assistance Program are considered to have been met and no additional expenses will be allowable.

Once the one-time grant amount has been awarded, Downtown Rental Assistance Program Applicants may not reapply for additional financial assistance under this program.

Downtown Rental Assistance Program Application

1. APPLICANT INFORMATION

Applicant Name: _____ Business Name: _____

Business/Property Address: _____

of Years at Current Downtown Location: _____ # of Years in Business: _____

Phone: _____ Email: _____

Business Tax Identification Number: _____

Wyoming Secretary of State Business Filing ID: _____

2. ADDITIONAL INFORMATION

Lease Agreement Expiration Date: _____ Monthly Rent: \$ _____

Name of Landlord/Property Owner: _____

Landlord/Property Owner Phone Number: _____

Landlord/Property Owner Email Address: _____

Is Landlord Aware of Current Rental Assistance Need/Situation Outlined in this Application?

- Yes
- No

If "No" to the Question Above, Applicant Acknowledges Understanding that Landlord will be Contacted to Verify Tenant Information Provided in Application in Order to Confirm Eligibility

- I Understand my Landlord will be Contacted to Verify the Information I Have Provided in this Application

Please Explain Reason/Need for Downtown Rental Assistance Program Funding (attach additional pages as necessary): _____

The following supporting documents must also be submitted with the completed and signed application for Applicant to be considered:

- Completed Application Form
- Documentation of Active CDBA Membership
- Current Executed Lease Agreement and Landlord Contact Information (If Not Previously Provided)
- Documentation of Good Standing with Wyoming Secretary of State
- Three (3) Most Recent Consecutive Federal Tax Returns - used to verify revenue qualifications and COVID impact
- Quarterly or Annual Income Statements and/or Profit & Loss Statements Covering Three (3) Most Recent Calendar Years (2021, 2020, 2019) Demonstrating Financial Impact
- Proof of Previous Rent/Utility Payment
- Applicant Business Plan and/or one page written explanation for applicant's short term (one year) and long term (five years) plan of operation to remain in business

3. APPLICANT CERTIFICATION AND UNDERSTANDING

The undersigned Applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a one-time grant award under the Downtown Rental Assistance Program for rental assistance only and is true and complete to the best of the Applicant's knowledge and belief. Verification of any of the information contained in this application may be obtained from any source.

The Applicant further certifies that they have read and understands the Downtown Rental Assistance Program Overview, Guidelines, and Eligibility Requirements in its entirety. If a determination is made by the Cheyenne DDA that grant proceeds will not or cannot be used of the purposes described herein, the Applicant agrees that the proceeds shall be returned forthwith, in full, to the Cheyenne DDA, and acknowledges that, with respect to such proceeds so returned,

he or she shall have no further interest, right, or claim. It is understood that all Cheyenne DDA grant commitments are contingent upon the availability of program funds. It is further understood that the Cheyenne DDA does not waive its sovereign/governmental immunity as provided by W.S. 1-39-101 et seq. or any other applicable law by offering this application or by entering into any agreement with the Applicant as it may see fit.

1. I understand that the submission of this application does not guarantee funding for the Downtown Rental Assistance Program.
2. I agree that, if this application is approved, a contract must be agreed upon and signed by all parties before the final grant amount is awarded.
3. I agree that all required supporting documents outlined in the checklist above are submitted with this application.
4. I agree that, if funding is approved, it will be used for the purposes listed within this application.
5. I understand that the grant funds from the Cheyenne DDA through the CDBA will be provided after contract terms and conditions have been agreed upon and signed by all parties, and the final grant award will be used for rental assistance purposes only.
6. I understand that if this application is approved, any final award of grant funding is expressly separate from any existing contracts between myself and my landlord and does not concern, alter or in any way affect the current executed lease agreement.
7. I understand that failure to comply with the terms and conditions of this program will result in a retraction or return of grant funding.
8. I understand that my business must remain at the downtown location specified in this application until December 31, 2023 which is outlined in my current executed lease agreement. If my current lease agreement expires before December 31, 2023, I understand that I must provide documentation of written intent to renew my current lease upon expiration.
9. I understand that I may be required to provide additional documentation to verify my eligibility.
10. I understand that I will, to the fullest extent permitted by law, agree to indemnify and hold harmless the Cheyenne DDA, its appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work associated with this application except to the extent liability is caused by the sole negligence or willful misconduct of the Cheyenne DDA or its employees.

Applicant Signature: _____ Date: _____

Application Received By:

CDBA/DDA Signature: _____ Date: _____

Application Approved By:

DDA Signature: _____ Date: _____