

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS, AMENDING ITS CARES ACT COVID-19 FUNDING OF LOCAL BUSINESSES THROUGH PROGRAM GRANTS UNDER THE TERMS AND CONDITIONS AS SET FORTH IN EXHIBIT “A”, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN, FOR QUALIFYING LOCAL BUSINESSES IMPACTED BY THE COVID-19 PANDEMIC, AS AUTHORIZED BY CARES ACT; AND APPROVING THE REMAINDER OF \$1,650,000.00, AND ANY OTHER REMAINING ELIGIBLE AND ALLOCATED FUNDING MAY BE USED IN ACCORDANCE WITH AMENDED PROGRAM GRANTS; PROVIDING FOR A GRANT AGREEMENT BY AND BETWEEN COPPELL; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Texas through the Dallas and Denton Counties has committed funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the “CARES Act”; and,

**WHEREAS**, the City of Coppel is a local government defined by the Texas Government Code § 791.003(4)(A) and has been providing funding from Dallas and Denton Counties to administer and provide grants in conformity with Federal, State and County requirements and desires to enter into this Agreement within the qualifying entities by receiving funding; and,

**WHEREAS**, the City of Coppel has adopted a Resolution to provide funding from the Counties for the administration and distribution of a portion of funds to local businesses as authorized by CARES Act; and,

**WHEREAS**, the City of Coppel desires to expand the use of available funds to be used as local business rent support which is within the statutory and administrative guidelines for CARES Act funding.

**WHEREAS**, the City Council of the City of Coppel finds it to be in the public interest to amend and expanding for local funding to qualified entities and business located and/or serving in Coppel, Texas.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS, THAT:**

**SECTION 1.** That the City Council of the City of Coppel, Texas, hereby amends its CARES Act COVID-19 funding of local businesses through Program Grants under the terms and conditions as set forth in Exhibit “A”, which is attached hereto and incorporated herein, for qualifying local businesses impacted by the COVID-19 pandemic, as authorized by CARES Act.

**SECTION 2.** That the City Council of the City of Coppell approves the remainder of \$1,650,000.00, and any other remaining eligible and allocated funding may be used in accordance with amended Program Grants, subject to execution of the appropriate documents with the qualifying entities or businesses as set forth in the amended Program Grants (Exhibit A).

**SECTION 3.** That the City Council approves and authorize the City Manager or designee to administer said Program under the terms and conditions set forth herein; and, to make such accounting and administration that is necessary to fulfill the requirements of the CARES Act and any regulations or rules adopted.

**SECTION 4.** This Resolution shall become effective immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Coppell, Texas, on the \_\_\_\_\_ day of October, 2020

**APPROVED:**

\_\_\_\_\_  
KAREN SELBO HUNT, MAYOR

**ATTEST:**

\_\_\_\_\_  
CHRISTEL PETTINOS, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ROBERT HAGER, CITY ATTORNEY

**EXHIBIT "A"**

**(Following page)**

## **Coppell Cares Business Rent/Mortgage Assistance Grant Program**

### **Purpose:**

The Business Rent/Mortgage Assistance Grant Program is designed to assist small businesses who have endured financial distress due to COVID-19. This grant program will replace the Coppell Cares Restaurant Assistance Grant and the Coppell Cares Business Retrofit Grant. This new business assistance program is designed to aid small businesses with their rent/mortgage. The Coppell CARES Rent/Mortgage Assistance Grant will grant all eligible small businesses, as defined by the SBA, with a maximum grant of \$5,000. The business must meet specific criteria detailed below to qualify for the grant.

The City of Coppell is dedicating \$1,323,714.54 to the Coppell Cares Business Rent/Mortgage Assistance Grant Program. Businesses that apply and meet the qualifying criteria will be awarded a maximum of \$5,000 to use for rent or mortgage payments. Businesses may only receive this grant one time. To qualify, a business:

- Must be located within the city limits of Coppell and must be in current compliance with the City of Coppell Code of Ordinances, including all applicable zoning and land use ordinances;
- Must not be in any litigation with the City of Coppell or the County in which they are located;
- Must have a physical store front in the City of Coppell;
- Must have a current utility bill showing a Coppell address for the business;
- Must demonstrate that they have endured a 10% or greater reduction in sales/business for at least two months after March 1, 2020 due to the COVID-19 pandemic.

The following documentation must be provided by the business at the time of application:

- A completed application.
- A signed Affidavit of Eligibility and Liability Release Agreement.
- A copy of the Certificate of Occupancy for the business.
- A copy of a current utility bill showing a Coppell address for the business.

There will be a continuous call for applications until all funds have been distributed. Staff will review applications once per week. A business may qualify for this program even if they have previously received a grant from the City of Coppell, but businesses that have not previously received a grant will be given higher priority when considering applications. Businesses will also be responsible for turning in all necessary paperwork by a specified date in order to receive their grant.

Applicants will be notified once their grant is approved. At that time, additional paperwork will be sent to applicant to complete before payment can be made.

\*\*\* Please be aware that grants are considered gross income that is taxable to a business

receiving the grant under the Internal Revenue Code.\*\*\*

If you have questions, please email Mindi Hurley at [mhurley@coppelltx.gov](mailto:mhurley@coppelltx.gov).

## **Coppell Cares Business Rent/Mortgage Assistance Grant Program Application**

Date of Application: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Business Website: \_\_\_\_\_

Number of Years in Service in Coppell: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Email Address: \_\_\_\_\_

Owner Phone Number: \_\_\_\_\_

General Manager Name: \_\_\_\_\_

General Manager Email Address: \_\_\_\_\_

General Manager Phone Number: \_\_\_\_\_

Square Footage of Your Business: \_\_\_\_\_

Number of Employees at the Coppell Location: \_\_\_\_\_

Is the Business Currently Open and Operating: \_\_\_\_\_

Please list revenue for each of the following months for the past two years:

<b>Year</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>
<b>2019</b>							
<b>2020</b>							

Have you applied for any other program, loans and/or grants since March 1, 2020:

\_\_\_\_ Yes    \_\_\_\_ No

If yes to the question above, please list all programs, loans and/or grants that have been applied for and the application status by indicating the following: a) received, b) denied or c) pending:

Program/Loan/Grant	Status

Is Business in current compliance with all City of Coppel Code of Ordinances, including all applicable zoning and land use ordinances: \_\_\_\_\_

The information provided will be kept confidential. By signing below, you declare that you are authorized to apply for this grant on behalf of the restaurant and that all the information provided is truthful to the best of your knowledge. You also understand that if any of the information provided is determined to be incorrect after an award is granted, applicant may be required to repay the full amount of the grant.

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Applicant Signature

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Print Name

---

Title

---

E-Mail Address & Phone Number

---

Date

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**Affidavit of Eligibility and Liability Release Agreement**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, and upon his/her oath deposed and stated as follows:

This Affidavit of Eligibility and Liability Release Agreement (“Affidavit/Release” or “Agreement”) to the City of Coppel, Texas (“City”) as a legal representative of \_\_\_\_\_ (the “Company”), with the understanding that this Affidavit/Release will be relied upon by the City (and the other City Persons) in connection with the Company’s application for financial assistance (the “Application”) under the Coppel Cares Business Retrofit Grant Program (the “Program”). Company acknowledges and agrees that there is adequate, sufficient, and good and valuable consideration for this Affidavit/Release.

**Compliance:**

1. Company is in compliance with, and will continue to comply with all the rules, regulations, terms and conditions set forth in the Application, and with all laws, rules and regulations pertaining to the Application and the Program; that all information provided to the City now and in the future has been and will be true, accurate, and complete. Company has not perpetrated and will not perpetrate any fraud or deception in connection with the Program. Company has not sought to influence the outcome of the Application and is submitting this Agreement as expressly required under the Program’s criteria.

2. Company understands that the City or its agents may be required to advise the United States Internal Revenue Service of the value of any Program grant awarded to the Company, and in connection therewith, a completed Form W-9 is attached hereto. I acknowledge and agree that I may be subject to taxation in connection with a Program grant and will pay any and all such taxes when due.

**Release, Indemnity and Hold Harmless:**

3. COMPANY HEREBY RELEASES, WAIVE, ACQUITS, FOREVER DISCHARGES, AND COVENANTS NOT TO SUE THE CITY OR ANY OF THE CITY’S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS OR VOLUNTEERS, IN EITHER THEIR OFFICIAL OR PRIVATE CAPACITIES (COLLECTIVELY, “CITY PERSONS”), FOR AND/OR FROM ANY AND ALL CLAIMS, LIABILITY, DEMANDS, LOSSES, HARM, ACTIONS, SUITS, JUDGMENTS, PENALTIES, FEES, COSTS AND EXPENSES WHATSOEVER, (COLLECTIVELY, “CLAIMS”), WHICH THE COMPANY MAY NOW OR HEREAFTER BE ENTITLED TO ASSERT, ARISING OUT OF, CAUSED BY, IN CONNECTION WITH, OR RELATED TO, THE PROGRAM, OR MY POSSESSION, ACCEPTANCE, USE, OR MISUSE THEREOF, OR ANY OF MY OTHER ACTS OR OMISSIONS IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, DEATH, ILLNESS, INJURY, LOSS OF ENJOYMENT, PROPERTY DAMAGE OR DESTRUCTION, OR OTHER HARM OR LOSS OF ANY NATURE, AND ANY AND ALL ANY TAXES LEVIED, ASSESSED OR COLLECTED, AND FURTHER INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS WHICH ARISE OUT OF, ARE RELATE TO, OR ARE CAUSED BY, IN WHOLE OR IN PART, ANY NEGLIGENT ACT OR OMISSION OF THE CITY OR ANY CITY PERSONS OR ANY OTHER PERSONS, OR ANY ACT OR OMISSION OF THE CITY, ANY CITY PERSONS, OR ANY OTHER PERSONS, THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Company has voluntarily chosen to submit its Application and hereby accepts Program grant funds, subject to eligibility, and AGREES TO ASSUME ANY AND ALL RISKS with respect to any harm, damage, injury, incident, action, occurrence or activity which may occur in connection with or result from the Application and/or Program Grant, and/or Company's acceptance, use, misuse, or possession thereof.

4. FURTHER, COMPANY HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL CITY PERSONS FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES (NOT TO EXCEED \$350.00 PER HOUR), THAT MAY ARISE OUT OF, RESULT FROM, OR BE INCURRED DUE TO THE SUBMISSION OF COMPANY'S APPLICATION OR ITS PARTICIPATION IN THE PROGRAM, ACCEPTANCE OF A PROGRAM GRANT, ACCEPTANCE, USE, MISUSE OR POSSESSION THEREOF, OR ANY ACTS OR OMISSIONS IN CONNECTION THEREWITH. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY CITY PERSONS, OR ANY OTHER PERSONS, OR BY ANY ACT OR OMISSION OF THE CITY, ANY CITY PERSONS, OR ANY OTHER PERSONS, THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

5. It is the Company's express intent that this Affidavit/Release shall bind the Company, its agents, heirs, assigns, successors and legal representative(s), and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the City and all other City Persons (identified herein, including paragraph 3 hereof) for any and all purposes.

6. COMPANY UNDERSTANDS THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT, AMONG OTHER THINGS, COMPANY GIVES UP ITS RIGHT TO SUE OR OTHERWISE MAKE A CLAIM against the City and all other City Persons, as set forth herein.

**Representations:**

7. I certify that I am a properly authorized official or agent of the Company and have the necessary legal authority to execute this Affidavit of Eligibility and Liability Release Agreement on the Company's behalf.

8. Company is not in any type or manner of litigation or contemplating litigation with the City or County of Dallas.

9. Company is currently operating with its principal place of business within the corporate limits of the City.

**Miscellaneous Provisions:**

10. Company agrees to return, immediately upon demand by the City, any and all Program grant funds that have been or may be awarded if any statement, certification, or representation made in this Affidavit/Release is discovered or believed to be false or misleading, and Company acknowledges and agrees that all available legal, equitable and other rights and remedies may be pursued against it in connection therewith. Company represents and affirms that this Affidavit/Release does not conflict with any other commitments or obligations on its part.

11. Except for the Application and Program eligibility criteria, this Affidavit/Release constitutes the entire Agreement between Company and the City with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between Company and the City, any City Persons, or any other Persons. This Agreement may not be amended or supplemented except by a (paper) writing signed by the Company and the City.

12. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, “including” is a term of enlargement and not of limitation or exclusive enumeration, and use of the term does not create a presumption that components not expressed are excluded.

13. Company signs and makes this Affidavit/Release voluntarily, freely, and knowingly, and it has not relied upon any representations made by the City or any City Person in signing this Affidavit/Release.

14. This Affidavit/Release shall be governed by and construed according to the laws of the State of Texas (without reference to the choice of laws provisions of any jurisdiction), and venue for all matters, claims, or proceedings hereunder shall lie exclusively in Dallas County, Texas.

15. The provisions of this Affidavit/Release are severable, and if any provision hereof is held to be illegal, invalid or unenforceable under present or future constitution or laws, such provision shall be fully severable and this Affidavit/Release shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect.

COMPANY CERTIFIES IT HAS READ THIS AFFIDAVIT/RELEASE, HAS FULLY INFORMED ITSELF OF ITS CONTENTS BEFORE EXECUTION, AND UNDERSTANDS ALL OF ITS TERMS, PROVIIONS, AND CONDITIONS. COMPANY HEREBY REPRESENTS AND WARRANTS THAT ALL STATEMENTS MADE IN THIS AFFIDAVIT/RLEASE ARE TRUE, ACCURATE AND COMPLETE.

*[Signature Page to Follow]*

Signature: \_\_\_\_\_

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

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

Company address: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS           §  
   §  
COUNTY OF DENTON       §

**Affidavit of Eligibility and Liability Release Agreement**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, and upon his/her oath deposed and stated as follows:

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1. Company is in compliance with, and will continue to comply with all the rules, regulations, terms and conditions set forth in the Application, and with all laws, rules and regulations pertaining to the Application and the Program; that all information provided to the City now and in the future has been and will be true, accurate, and complete. Company has not perpetrated and will not perpetrate any fraud or deception in connection with the Program. Company has not sought to influence the outcome of the Application and is submitting this Agreement as expressly required under the Program’s criteria.

2. Company understands that the City or its agents may be required to advise the United States Internal Revenue Service of the value of any Program grant awarded to the Company, and in connection therewith, a completed Form W-9 is attached hereto. I acknowledge and agree that I may be subject to taxation in connection with a Program grant and will pay any and all such taxes when due.

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Company has voluntarily chosen to submit its Application and hereby accepts Program grant funds, subject to eligibility, and AGREES TO ASSUME ANY AND ALL RISKS with respect to any harm, damage, injury, incident, action, occurrence or activity which may occur in connection with or result from the Application and/or Program Grant, and/or Company's acceptance, use, misuse, or possession thereof.

4. FURTHER, COMPANY HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL CITY PERSONS FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES (NOT TO EXCEED \$350.00 PER HOUR), THAT MAY ARISE OUT OF, RESULT FROM, OR BE INCURRED DUE TO THE SUBMISSION OF COMPANY'S APPLICATION OR ITS PARTICIPATION IN THE PROGRAM, ACCEPTANCE OF A PROGRAM GRANT, ACCEPTANCE, USE, MISUSE OR POSSESSION THEREOF, OR ANY ACTS OR OMISSIONS IN CONNECTION THEREWITH. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY CITY PERSONS, OR ANY OTHER PERSONS, OR BY ANY ACT OR OMISSION OF THE CITY, ANY CITY PERSONS, OR ANY OTHER PERSONS, THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

5. It is the Company's express intent that this Affidavit/Release shall bind the Company, its agents, heirs, assigns, successors and legal representative(s), and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the City and all other City Persons (identified herein, including paragraph 3 hereof) for any and all purposes.

6. COMPANY UNDERSTANDS THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT, AMONG OTHER THINGS, COMPANY GIVES UP ITS RIGHT TO SUE OR OTHERWISE MAKE A CLAIM against the City and all other City Persons, as set forth herein.

**Representations:**

7. I certify that I am a properly authorized official or agent of the Company and have the necessary legal authority to execute this Affidavit of Eligibility and Liability Release Agreement on the Company's behalf.

8. Company is not in any type or manner of litigation or contemplating litigation with the City or County of Denton.

9. Company is currently operating with its principal place of business within the corporate limits of the City.

**Miscellaneous Provisions:**

10. Company agrees to return, immediately upon demand by the City, any and all Program grant funds that have been or may be awarded if any statement, certification, or representation made in this Affidavit/Release is discovered or believed to be false or misleading, and Company acknowledges and agrees that all available legal, equitable and other rights and remedies may be pursued against it in connection therewith. Company represents and affirms that this Affidavit/Release does not conflict with any other commitments or obligations on its part.

11. Except for the Application and Program eligibility criteria, this Affidavit/Release constitutes the entire Agreement between Company and the City with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between Company and the City, any City Persons, or any other Persons. This Agreement may not be amended or supplemented except by a (paper) writing signed by the Company and the City.

12. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, “including” is a term of enlargement and not of limitation or exclusive enumeration, and use of the term does not create a presumption that components not expressed are excluded.

13. Company signs and makes this Affidavit/Release voluntarily, freely, and knowingly, and it has not relied upon any representations made by the City or any City Person in signing this Affidavit/Release.

14. This Affidavit/Release shall be governed by and construed according to the laws of the State of Texas (without reference to the choice of laws provisions of any jurisdiction), and venue for all matters, claims, or proceedings hereunder shall lie exclusively in Denton County, Texas.

15. The provisions of this Affidavit/Release are severable, and if any provision hereof is held to be illegal, invalid or unenforceable under present or future constitution or laws, such provision shall be fully severable and this Affidavit/Release shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect.

COMPANY CERTIFIES IT HAS READ THIS AFFIDAVIT/RELEASE, HAS FULLY INFORMED ITSELF OF ITS CONTENTS BEFORE EXECUTION, AND UNDERSTANDS ALL OF ITS TERMS, PROVIIONS, AND CONDITIONS. COMPANY HEREBY REPRESENTS AND WARRANTS THAT ALL STATEMENTS MADE IN THIS AFFIDAVIT/RLEASE ARE TRUE, ACCURATE AND COMPLETE.

*[Signature Page to Follow]*

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company address: \_\_\_\_\_  
Date: \_\_\_\_\_

**Coppell Cares Business Rent/Mortgage Assistance Grant Program  
Submission Checklist**

Please Check All Completed Items Included:

\_\_\_\_\_ Fully completed application

\_\_\_\_\_ A signed Affidavit of Eligibility and Liability Release Agreement for the County in which the business is located

\_\_\_\_\_ A copy of the company's Certificate of Occupancy

\_\_\_\_\_ A copy of a current utility bill showing a Coppell address for the business