

GUIDELINES FOR BUSINESS IMPROVEMENT GRANT PROGRAM BY THE SINTON ECONOMIC DEVELOPMENT CORPORATION

Section 1. Purpose.

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the designated downtown district of the City of Sinton, Texas, (the "City"), and enhance the economic welfare of the citizens of the City, by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability as well as to improve existing buildings as to attract new business. The program is designed to reverse the deterioration of the commercial structures in the targeted areas while enhancing efforts to market downtown properties and attract new businesses.

Section 2. Type and amount of grants.

(A) FACADE IMPROVEMENT: 50/50 matching basis. Maximum grant amount is up to \$5,000.00.

Rehab of building facades visible to the street including new doors and windows, cornices, gutters, downspouts, awnings, canopies, painting (color, masonry cleaning, architectural features, exterior lighting fixtures) stucco, and brick work. Roof repairs, interior remodeling and replacement of broken glass in windows or doors are not eligible improvements. Facade Improvements are subject to required building permit application, application fees, however, will be waived for grant recipients. The grant amount shall be up to but not exceeding 50% of the cost of such improvements.

(B) SIGN IMPROVEMENT: 50/50 matching basis. Maximum Grant amount is up to \$1000.00.

All signs shall comply with the City's Ordinance and are subject to application for a Sign permit. Sign Permit application fee, however, will be waived for grant recipients. New signs and/or renovation or removal of existing signs. The grant amount shall be up to but not exceeding 50% of the cost of such improvements.

(C) PROPERTY IMPROVEMENT: 50/50 matching basis. Maximum Grant amount is up to \$1000.00.

Items such as, but not limited to landscaping, parking lot resurfacing, striping, driveway improvement, and lighting. The grant amount shall be up to but not exceeding 50% of the cost of such improvements.

Section 3. Eligibility.

(A) Any new business planning to locate within designated downtown district of the City or any business currently located within the designated downtown district of the City shall be eligible for this program.

(B) All buildings and facilities located within the downtown district of the City at the time of adoption of these guidelines shall be eligible for this program.

(C) A *business* is defined as an occupation, profession or trade in the purchase or sale of goods in an attempt to make a profit.

Section 4. Guidelines.

- (A) Proof of applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required. Photographs of building and/or project should be included with the application
- (B) The owner of a business to be operated within a leased facility and the owner of such lease facility must apply jointly for the program. Copies of a lease agreement and proof of ownership of the leased facility shall be required.
- (C) A business or property owner may apply for one (1) or more of the three (3) types of grants per physical location (address) set forth herein within any fiscal year (October 1 to September 30). A business that receives grant funding during a fiscal year shall not be precluded from making subsequent applications for funding in following years.
- (D) All grants are reimbursement grants, and will only be funded after completion of the project in accordance with drawings and specifications approved by the Sinton Economic Development Corporation (the "SEDC"), and after the applicant submits to SEDC proof of paid receipts for all applicable labor and materials. Photographs of the completed work shall also be required.
- (E) Reimbursement grants are a cash match for funds disbursed by the applicant and are not to exceed the limits set forth in Section 2 (A), (B), and (C) hereof. In-kind contributions may not be used as any part of the applicant's match.
- (F) The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the SEDC. Thereafter, any modifications must first receive the written approval of either the SEDC or its President. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
- (G) The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
- (H) The improvements, as presented in the application, must be completed in their entirety. Failure to complete all of the stated improvements shall render the applicant ineligible to receive grant funding.
- (I) Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the SEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
- (J) The applicant shall not begin any improvements prior to receiving written approval of grant funding from the SEDC. Work started prior to approval of grant funding shall not be eligible for reimbursement.
- (K) The applicant must complete the improvement project and agree that a business establishment will be open for business and in operation within six (6) months from grant approval by the SEDC board. Failure to complete the improvements and open the business establishment within the required time period shall be considered in default and result in the loss of the grant funds.

(L) The applicant must agree that, in the event of default of its obligations, the SEDC has the right to reimbursement for all attorney's fees and costs, which may be incurred as a result of any legal action required to seek reimbursement of all grant funding received by applicant.

Section 5. Application and Approval.

- (A) Applications filed with the President on or before the first day of each month shall be considered at the next regular SEDC Board meeting or at such special Board meeting that may be called.
- (B) Applications must be made on a form provided by the SEDC, which form shall be made available at City Hall located at 301 E. Market St, Sinton, Texas 78387.
- (C) All applications must be approved by the Board of Directors of the SEDC.
- (D) An applicant shall be notified, in writing, of the SEDC's decision to approve or disapprove the application.
- (E) The SEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements the SEDC deems necessary or appropriate.

Section 6. Funding.

- (A) Upon notification to the SEDC by the applicant that a project has been completed, an inspection by a SEDC representative or representatives shall be made to confirm that such project has been completed in accordance with the application, or any approved modifications thereto. Such notification shall include, but not limited to, documentation of paid receipts for materials, labor, permits, inspection reports, or any other item that the SEDC may reasonably deem necessary for determining the project's completion.
- (B) Within thirty (30) days following the inspection required in paragraph (A) hereof, and confirmation of completion of the project in accordance with the application, or any approved modifications thereto, the President of the SEDC shall issue a letter of approval to the Board of Directors. Funding authorization shall take place at the next regular SEDC Board meeting following the date of the President's approval letter.
- (C) Within fourteen (14) days following an inspection and the presentation of the receipts as provided in Section 6(A) above, and after a determination is made by the SEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the President shall issue a letter to the applicant indicating all areas of non-compliance. The applicant shall then have sixty (60) days, from the date of the President's letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said 60-day period shall be deemed a default of applicant's obligations under the grant.
- (D) Available funding is based on the SEDC budget per fiscal year (October 1 to September 30) to fund this grant program. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The SEDC retains sole discretion to accept or reject applications received after the available funding has been exhausted.

Section 7. Notice.

A. THE SINTON ECONOMIC DEVELOPMENT CORPORATION SHALL DELIVER A COPY OF THESE GUIDELINES TO ANY APPLICANT FOR HIS/HER REVIEW AND THE DELIVERY HEREOF DOES NOT CONSTITUTE AN OFFER OF A BUSINESS IMPROVEMENT GRANT TO THE APPLICANT.

B. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM. IF ANY PROVISION OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM IS HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED THEREBY.

**ACKNOWLEDGMENT OF RECEIPT OF GUIDELINES AND
CRITERIA FOR BUSINESS IMPROVEMENT GRANT PROGRAM BY
THE SINTON ECONOMIC DEVELOPMENT CORPORATION**

Applicant: _____

Address: _____

Phone Number: _____

Signature: _____

Property Owner/Landlord: _____

Address: _____

Phone Number: _____

Signature: _____

****The acknowledgement page must be signed and returned to the Chairman. Please include
photographs. Please retain the guidelines and criteria for your records.**

APPLICATION FOR BUSINESS IMPROVEMENT GRANT PROGRAM

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the Sinton Economic Development Corporation, hereinafter referred to as "SEDC", this application for consideration of a Business Improvement Grant under the provisions of the SEDC's Business Improvement Grant Program.

As part of this application, APPLICANT represents to SEDC the following:

APPLICANT has received a copy of the SEDC's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to SEDC that in making this application APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of SEDC prior to the submission of this application

APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of SEDC, its servants, agents, employees, and/or elected or appointed officers.

By signing this document, "Application for Business Improvement Grant" either in an individual capacity, jointly, or in a representative capacity, APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that SEDC may rely thereon as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.

If APPLICANT is a corporate entity, APPLICANT swears and affirms that all applicable franchise taxes or other taxes paid for the privilege of conducting business have been fully paid, and that the APPLICANT is fully authorized to transact business in the State of Texas, and in the state of incorporation if different from the State of Texas. In addition, APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have paid when due and payable, and that no delinquencies exist at this time.

BUSINESS APPLICATION INFORMATION:

Business Entity Name: _____

Mailing address: _____

Location in the City of Sinton for which the improvement is being requested.

Street Address: _____

Other companies and locations owned and/or operated by the APPLICANT

Company Name: _____

Street Address: _____

City: _____

1. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.

2. New or existing business: _____ New _____ Existing

If new business, please provide approximate opening date: _____

If existing, please provide how long you have been in operation: _____

New jobs: Full-time: _____ Part-time: _____

Existing # of jobs: _____ (if applicable) Full-time _____ Part-time _____

3. If leased facility, provide the following information (*attach copy of current lease*):

Current Landlord: _____

Address: _____

Phone Number: _____

4. What other cities and/or buildings is the Applicant considering to establish a new business if this application is not approved:

5. Proposed Improvements: (Include description, total estimated cost, start and completion date)

A. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for proposed improvements and cost estimates as *Exhibit B*.

6. Additional Information:

Please provide any additional information regarding applicants funding request:

7. Project Financing:

Describe in detail project financing, amount of debt, terms of debt service, name of issuer of debt, etc. *(if applicable)*.

Has financing been secured?

Yes _____ (Attach documentation) No _____

Pending _____ With whom? _____

8. Please provide a copy of the State sales tax reporting form for the most current three (3) month period *(if applicable)*.
9. Prior to applicants execution of this application, APPLICANT had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.
10. APPLICANT and owner/landlord indemnify, defend and hold SEDC and the City of Sinton harmless from any liability, injury, claim, expenses and attorney's fees arising out of a contractor, builder or contract for performance of improvements, or repair to buildings and facilities.
11. SEDC has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.
12. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of the application for business improvement grant program. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.

VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished to the SEDC has been furnished freely by the APPLICANTS (S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Sinton Economic Development Corporation may or may not grant a Business Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to the Sinton Economic Development Corporation on this, the _____ day of _____, 20 _____.

Applicant _____ Signature _____

Address _____

Property Owner _____ Signature _____

Address _____

The State of Texas
County of San Patricio

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas My Commission

Expires: _____

The State of Texas
County of San Patricio

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas My Commission

Expires: _____

DOCUMENTATION CHECKLIST FOR BUSINESS IMPROVEMENT GRANT PROGRAM

As a part of this application, the following documentation is being provided by the applicant, if applicable:

- _____ Establishment of business entity name
(copy of Articles of Incorporation, dba, etc.)
- _____ Copy of lease agreement (if applicable)
- _____ Legal description of subject property (Exhibit A)
- _____ Estimates of proposed improvements (Exhibit B)
- _____ Documentation of approved financing (if applicable)
- _____ State sales tax reporting form for most current three month period
(if applicable)
- _____ W-9; Request for Taxpayer Identification Number and Certification
- _____ Signed Acknowledgement of Receipt of Guidelines
- _____ Signed Verification Statement
- _____ Signed Addendum

DOWNTOWN BUSINESS IMPROVEMENT GRANT PROGRAM ADDENDUM

If Applicant is a Tenant:

If I, as Applicant, am a tenant leasing the property described in the Grant Application to which this Addendum is attached, then as further consideration for the award of any such grant for Sign Improvements, or Building Facade Improvements, of this property, I hereby transfer, sell and convey to my landlord any and all of my interest in the equipment or materials purchased and installed with all, or any portion, of such grant. I agree that any and all of said equipment or materials purchased in part or in whole with such grant funds shall become attached and affixed to the property (in accordance with the approved installation specifications) so as to become a fixture and may not be removed by me upon the termination of my tenancy. I agree not to remove any such equipment or materials and the removal of same may be a criminal act for which I may be prosecuted.

If Applicant is the Property Owner:

If I, as Applicant, am the owner of the property described in the Grant Application to which this Addendum is attached, then as further consideration for the award of any such grant for Sign or Building Façade Improvements of this property, I agree that such equipment or materials, upon attachment to the property (in accordance with the approved installation specifications), becomes a fixture and all of such equipment and materials shall remain attached to the property upon the conveyance of the real property to a Third Party.

Applicant's Signature

Name Printed

Date

Applicant's Signature

Name Printed

Date