

# FARMERSVILLE BUSINESS IMPROVEMENT GRANT POLICY AND GUIDELINES

## Program Overview

The Farmersville 4A Economic Development Corporation (FEDC) introduces the Farmersville Business Improvement Grant Program as a way to stimulate commercial investment and development in Farmersville. This program is sponsored, funded, and monitored by the Farmersville 4A Economic Development Corporation Board of Directors who may amend, adjust, or eliminate this program at any time, for any reason.

## Program Goal

The Business Improvement Grant Program is intended to enhance the economic development of the City of Farmersville by offering matching grant funds for façade or exterior improvements to the building, sign improvements, or other approved exterior property improvements.

## Scope of Program

This program is limited to businesses in the City of Farmersville. The Farmersville 4A Economic Development Corporation has budgeted \$50,000 for the 2015–2016 fiscal year for the Business Improvement Grant Program. The grant award decisions of the Farmersville 4A Economic Development Corporation Board of Directors are final.

## Type of Improvements allowed by Grant

**Façade Improvement** – Improvements to storefronts including, but not limited to, painting, reconstruction, replacement, or remodeling.

**Sign Improvement** – New signs, replacement, and/or renovation, or the removal of existing signs.

**Property Improvement** – Items such as but not limited to: landscaping, parking lot resurfacing, striping, driveway improvements, and lighting.

## Grant Award

The maximum size of the Grant award shall be \$25,000, with a required 50% match from the property owner.

## Eligibility

Any existing businesses in the City of Farmersville shall be eligible for this program.

## Guidelines

(A) - Proof of applicant's ownership of the subject business or businesses, or proof that the owner of such property has approved the application for such grant funds, shall be required.

(B) - The owner of a business to be operated within a leased facility and the owner of such leased facility must apply jointly for the program. Copies of a valid lease agreement, written permission of the owner(s), and proof of ownership of the leased facility shall be required.

(C) – The applicant shall provide at least three (3) cost estimates from three (3) separate bona fide contractors/suppliers of all proposed improvements.

(D) – The applicant shall provide “before” photos of the building/property that is proposed to be improved/renovated. The applicant shall provide “after” photos of the building/property after improvements and/or renovations have been completed.

(E) – The applicant shall provide verification and compliance with City Zoning requirements.

(F) – The applicant shall provide a true copy of relevant building/construction and/or site plans.

(G) – The applicant shall provide a true copy of the loan application to a bank, if a loan is needed to complete the improvement project.

(H) – The applicant shall provide a true copy of a letter from their bank stating the availability of funds if a loan is needed to complete the project.

(I) - The applicant must provide a current tax certificate demonstrating that all property taxes are currently paid and that there are no back taxes owed to any taxing entities.

(J) - A business may only apply for one (1) or more of the grants set forth herein within any calendar year. A business that receives grant funding during a calendar year shall not be prohibited from making subsequent applications for funding in following years.

(K) - The maximum amount of funding available to any one applicant or business establishment shall be \$25,000 per calendar year.

(L) - All grants are reimbursement grants, and will only be funded after completion of the project in accordance with drawings and specifications approved by the Farmersville 4A Economic Development Corporation (the "FEDC"), and after the applicant submits to FEDC proof of paid receipts for all applicable labor and materials. Photographs of the completed work shall also be required.

(M) - Reimbursement grants are a cash match for funds disbursed by the applicant and are not to exceed the limits set forth in the Type and Amount of Grant Section above. In-kind contributions may not be used as any part of the applicant's match. Only cash matches of the applicant's expenditures may be used.

(N) - The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the FEDC Board of Directors. Thereafter, any modifications must first receive the written approval of the FEDC Board of Directors. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.

(O) - The applicant shall be responsible for all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.

(P) - 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.

(Q) - Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the FEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.

(R) - The applicant shall not begin any improvements prior to receiving written approval of grant funding from the FEDC.

(S) - The applicant must complete the improvement project within twelve (12) months of receiving written approval therefore from the FEDC. Failure to complete the improvements within the required time period may result in the loss of the grant funds allocated for the project.

(T) - The applicant must agree to remain in business and to not sell or assign such business to another person or entity for a period of twelve (12) months from the date of approval of his /her application.

(U) - Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred, within twelve (12) months after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the FEDC the grant money received, in accordance with the requirements.

(V) – Applicant certifies that applicant, or a branch, division, or department of applicant shall comply with Chapter 2264, Texas Government Code as added by Acts 2007, 80th Leg., R.S., Ch. 853, Sec. 1, eff. September 1, 2007. Applicant further certifies that in the event that applicant, or a branch, division, or department of applicant, is convicted of a violation under 8 U.S.C. Section 1324a(f), applicant shall be shall repay the amounts previously paid to or otherwise granted applicant by the FEDC pursuant to this program, with interest, at the rate and according to the other terms provided herein.

(W) - The applicant must agree that, in the event of default of its obligations, the FEDC 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.

### **Application and Approval**

(A) - Applications filed with the Farmersville EDC on or before the first Monday of each month shall be considered at the next regular FEDC Board meeting or at such special Board meeting that may be called.

(B) - Applications must be made on a form provided by the FEDC, which form shall be made available at the Farmersville City Offices located at 205 S. Main, Farmersville, Texas.

(C) - All applications must be approved by a majority vote of the Board of Directors of the FEDC.

(D) - An applicant shall be notified in writing of the FEDC's decision to approve or disapprove the application.

(E) - The FEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements the FEDC deems necessary or appropriate.

#### **Funding of Grant**

(A) - Upon written notification to the FEDC by the applicant that a project has been completed, an inspection by an FEDC 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 be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, or any other item that the FEDC may reasonably deem necessary for determining the project's completion.

(B) - Within thirty (30) days following the inspection required above, and confirmation of completion of the project in accordance with the application, or any approved modifications thereto, the FEDC shall consider a letter of approval. A copy of such letter shall also be provided to the applicant. Funding authorization shall take place at the FEDC Board meeting where the Board's letter is considered, approved, and acted upon.

(C) - Within fifteen (15) days following an FEDC inspection and the presentation of the receipts by the applicant, a determination is made by the FEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the FEDC 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 FEDC letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty (60) day period shall be deemed a default of applicant's obligations under the grant.

(D) - Available funding: The FEDC has currently budgeted a total of \$50,000 per year to fund this grant program. Grant applications received after the available funding has been exhausted may be considered the following fiscal year. The FEDC retains sole discretion to accept or reject applications either received before or after the available funding has been exhausted. The FEDC reserves the right to discontinue this program at any time.

(E) - If the subject business is closed, sold, transferred, downsized, or relocated within a six (6) month period after funding approval is received, the applicant shall be required to reimburse the FEDC for 100% of the grant amount received. Thereafter, until the twelve (12) month anniversary date of such approval, the applicant shall be required to reimburse the FEDC for 50% of the grant amount received if the subject business is closed, sold, transferred or relocated.

(F)- Payments due by the applicant/owner must be paid in full within thirty (30) days after the date of written notification by the FEDC that the applicant/owner is in default of any of the funding requirements set forth herein. The form of such payment shall be a cashier's check or money order, made payable to Farmersville Economic Development Corporation.

**Notice**

(A) THE FARMERSVILLE 4A ECONOMIC DEVELOPMENT CORPORATION MAY DELIVER A COPY OF THESE GUIDELINES TO ANY APPLICANT FOR HIS/HER REVIEW, BUT 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, AND VENUE FOR ANY DISPUTE, LAWSUIT OR OTHER PROCEEDING INVOLVING THIS PROGRAM SHALL BE IN COLLIN COUNTY, TEXAS. 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.

**THE FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION ACKNOWLEDGMENT OF RECEIPT OF GUIDELINES AND CRITERIA FOR:**

**BUSINESS IMPROVEMENT GRANT PROGRAM**

The undersigned acknowledges and agrees to abide by and be subject to the terms and conditions of the Business Improvement Grant Program as described herein.

Applicant: \_\_\_\_\_

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

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

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

Property Owner: \_\_\_\_\_

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

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

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