

**GUIDELINES AND CRITERIA
FOR THE
BUSINESS IMPROVEMENT GRANT PROGRAM
OFFERED BY THE
BELLVILLE ECONOMIC DEVELOPMENT CORPORATION**

Section 1. Purpose

This program is offered by the Bellville Economic Development Corporation, (“BEDC”) to promote the development and expansion of new and existing business enterprises (“Applicant”) within the City of Bellville, Texas and its Extraterritorial Jurisdiction (collectively “the City”) to increase economic activity, employment and stability. All grants to businesses must be made in accordance with the conditions contained herein.

Section 2. Availability

Property Improvement Grants are available for businesses to use for, but not limited to, improvements to storefronts, painting, reconstruction, remodeling, landscaping, parking lot resurfacing, striping, driveway improvement, lighting, electrical, plumbing, and other infrastructure. The grant amount may be up to fifty percent (50%) of the cost of such improvements, up to a maximum of Fifty Thousand Dollars (\$50,000.00).

Section 3. Eligibility

- (A) Any new business planning to locate within the City or any business currently located within the City shall be eligible to apply for this program.
- (B) All buildings and facilities located within 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) Grants will be awarded based on (1) proposed capital investment including amount to be spent using local contractors, (2) number of permanent full and part-time jobs to be added, (3) projected increase in local sales tax revenues and (4) need for grant funds to enable the project to move forward. In addition, applications for grants of \$5,000 or more should include a business plan to fund the proposed improvements.
- (B) 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.
- (C) 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. Proof of ownership of the leased facility shall be required.

- (D) A business or property owner may apply for one grant 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.
- (E) The maximum amount of funding available to any one applicant, business establishment or property owner at one physical location (address) shall be defined in Section 2 above.
- (F) All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the BEDC and after Applicant submits to BEDC paid receipts with copies of cancelled checks for all applicable labor and materials. Photographs of the completed work shall also be required.
- (G) Reimbursement grants are a cash match for funds disbursed by Applicant and are not to exceed the limits set forth in Section 2 above. Applicant's contribution must be in cash.
- (H) Applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the BEDC. Thereafter, any modifications must first receive the written approval of either the BEDC or the designated committee. Failure to obtain such written approval prior to making any modifications shall render Applicant ineligible to receive grant funding.
- (I) Applicant shall be responsible for obtaining all applicable permits related to the improvement project and failure to do so will render Applicant ineligible to receive grant funding.
- (J) The improvements, as presented in the application, must be completed in their entirety. Failure to complete all of the stated improvements shall render Applicant ineligible to receive grant funding.
- (K) Upon approval of a grant application, and during the construction of the improvements, representative(s) of the BEDC shall have access at all reasonable times to inspect the work in progress.
- (L) Applicant shall not begin any requested reimbursable improvements prior to receiving written approval of grant funding from the BEDC.
- (M) Applicant must complete the improvement project within nine (9) months of receiving written approval of the grant from the BEDC unless otherwise agreed. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project.
- (N) Applicant must agree that a business establishment will be open for business and in operation within one hundred and twenty (120) days of receiving funds from the BEDC. Failure to open the business establishment in accordance with the terms of the Performance Agreement shall be considered a default and Applicant shall be required to reimburse the BEDC 100% of the grant amount received.

- (O) Approval of all applications shall be with the understanding and agreement that in the event the business fails to remain open as defined in the Performance Agreement or the business or property is sold or transferred anytime from the date the application is approved to two (2) years after the grant is funded, Applicant shall be considered in default of its obligations and shall be required to reimburse the BEDC all grant money received in accordance with the requirements of Section 6 below.
- (P) Applicant must agree that, in the event of default of its obligations, the BEDC 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.
- (Q) Applicant must certify that it does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). Applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant funds with interest, at the rate of twelve percent (12%) per annum, within 120 days after the BEDC notifies Applicant of the violation. The BEDC shall have the authority to bring a civil action to recover any amounts which Applicant must repay the BEDC under this provision, and in such action may recover court costs and reasonable attorney's fees.
- (R) The obligations of Applicant and the BEDC will be set forth in a Performance Agreement signed by the business owner(s) on behalf of the business and personally, the landlord (if applicable) and the BEDC. The BEDC will be granted a right to file a lien on the property being improved in the event of default by the Applicant or landlord on any payment obligations under the terms of the Performance Agreement.

Section 5. Application and Approval

- (A) Applications filed with the board on or before the 15th of each month shall be considered at the next regular BEDC Board meeting or at such special Board meeting that may be called.
- (B) Applications must be made on a form provided by the BEDC, which form shall be made available at the BEDC offices located at 30 S. Holland, Bellville, Texas 77418 or on the BEDC website, at WWW.BellvilleEDC.com and signed by the business owner(s) on behalf of the business and personally and the landlord (if applicable).
- (C) All applications must be approved by the Board of Directors of the BEDC. Grants in excess of \$10,000 or outside the BEDC budget will be subject to approval of City Council.
- (D) Applicant shall be notified in writing of the BEDC's decision to approve or disapprove the application.
- (E) The BEDC may award grant funds to an applicant, with certain provisions, conditions or other requirements the BEDC deems necessary or appropriate.
- (F) The BEDC may only approve funding of applications which are consistent with the Development Corporation Act, chapters 501 to 505 of the Texas Local Government Code.

Section 6. **Funding**

- (A) Applicant has ninety (90) days from completion of project to submit required documentation for reimbursement.
- (B) Upon notification to the BEDC by Applicant that a project has been completed, an inspection by BEDC representative(s) 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 BEDC may deem necessary for determining the project's completion.
- (C) Within thirty (30) days following the inspection required in paragraph (A) above, and confirmation of completion of the project in accordance with the application or any approved modifications thereto, representative(s) of the BEDC shall inspect the project and report completion to the Board of Directors. Funding authorization shall take place at the next regular BEDC Board meeting following the date of the inspection.
- (D) If a determination is made by BEDC's representative(s) 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 within fourteen (14) days following the inspection. 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 Performance Agreement.
- (E) If the subject business is closed, sold, or transferred within a two (2) year period after funding from the BEDC is received or there is any other event of default under the Performance Agreement, Applicant shall be required to reimburse the BEDC for 100% of the grant amount received.
- (F) Payments due pursuant to the paragraph (D) above must be paid in full within thirty (30) days after the date of written notification by the BEDC 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 the Bellville Economic Development Corporation.

Section 7. **Notice**

- (A) THE BELLVILLE 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.

BELLVILLE ECONOMIC DEVELOPMENT CORPORATION
BUSINESS IMPROVEMENT GRANT PROGRAM APPLICATION

I (We), hereinafter referred to as “**APPLICANT**”, on behalf of the identified entity and personally, submit to the Bellville Economic Development Corporation, hereinafter referred to as “**BEDC**”, this application for consideration of a Business Improvement Grant under the provisions of the BEDC’s Business Improvement Grant Program.

Formal Entity Name: _____

Type of Entity: _____
(Corporation, Limited Partnership, Limited Liability Company, DBA, etc.)

Mailing Address: _____

Location in the City of Bellville (or ETJ) for which the improvement is being requested.

Street Address: _____

1. Please attach a vicinity map locating the property within the City of Bellville (or ETJ) as **Exhibit A**. (copy of map from program such as Google maps or from Austin County Appraisal district)

2. New or existing business in Bellville: _____ New ___ Existing
Business has been in operation for _____ years.
Existing # of jobs: _____ (if applicable)
Full-time: _____ Part-time: _____
New jobs (full-time): _____ New jobs (part-time): _____

3. If leased facility, provide the following information:
Current Landlord: _____
Address: _____
Phone Number: _____

4. Proposed Improvements (only include improvements that qualify for BEDC grant funds in **Description** and **Cost** below):
DESCRIPTION: _____

Estimated Total Cost: _____

Requested Amount of Grant from BEDC: _____

Planned Start Date: _____

Estimated Completion Date: _____

5. Please furnish detailed drawings, plans, photos, specifications, color schemes, a business plan or any other available supporting documents for proposed improvements and cost estimates as ***Exhibit B***.
6. Applications for grants of \$5,000 or more should include a Business Plan with a brief description/history of the business, current/future plans, days and hours of operation, projected revenues and expenditures and a breakdown of improvements that will be made with the BEDC grant.
7. Please provide any additional information regarding APPLICANT'S funding request that may be helpful:

8. Is the APPLICANT required to collect and pay sales tax? Yes _____ No _____
If yes, provide estimated annual sales tax to be collected and note how determined.

9. Has APPLICANT previously applied for a BEDC business grant? _____
If so, when? _____
Business name: _____
Location: _____
Was application approved, and if so amount of grant: _____

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

(A) APPLICANT has received a copy of the BEDC's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to BEDC 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 BEDC prior to the submission of this application.

- (B) The BEDC does not require you to secure outside legal or accounting advice to complete this application. If the APPLICANT feels such advice is needed, the APPLICANT should secure 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 BEDC, its servants, agents, employees, and/or elected or appointed officers.
- (C) By signing this document "Application for Business Improvement Grant", APPLICANT personally acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate. 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.
- (D) 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 been paid when due and payable, and that no delinquencies exist at this time.
- (E) The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT will repay the amount of the grant with interest, at the rate of 12% per annum, within 120 days after the BEDC notifies the APPLICANT of the violation. The BEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

If this Application is approved, the terms of the Business Improvement Grant will be included in a Performance Agreement to be signed by Applicant(s) personally and in a representative capacity, if applicable. In addition, BEDC will be granted a right to place a lien on the property being improved to secure any payment obligations in the event of default.

APPLICANT and owner/landlord indemnify, defend and hold BEDC 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.

BEDC 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.

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 BEDC 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 Bellville Economic Development Corporation may or may not grant a Business Improvement Grant based upon application or request hereunder solely in its 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 personally and in a representative capacity, if applicable, and submitted to Bellville Economic Development Corporation on this,

_____ day of _____, 20_____.

Applicant: _____

Applicant: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

(If Applicable) Property Owner/Landlord: _____

Address: _____

Phone Number: _____

Signature: _____

THE STATE OF TEXAS, COUNTY OF AUSTIN

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: _____

BEDC Internal Use Only:

Acknowledgement of Grant Application Receipt

BEDC Representative Name: _____

BEDC Representative Signature: _____

Date Received: _____

DOCUMENTATION CHECKLIST:

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

- _____ Establishment of business entity name (copy of Articles of Incorporation, dba, etc.)
- _____ Vicinity map of subject property (*Exhibit A*)
- _____ Estimates, photos, renderings, drawings, etc. of proposed improvements (*Exhibit B*)
- _____ State sales tax reporting form for most recent period
- _____ Narrative describing business, work, & associated cost
- _____ Business Plan (required for grants of \$5,000 or more)