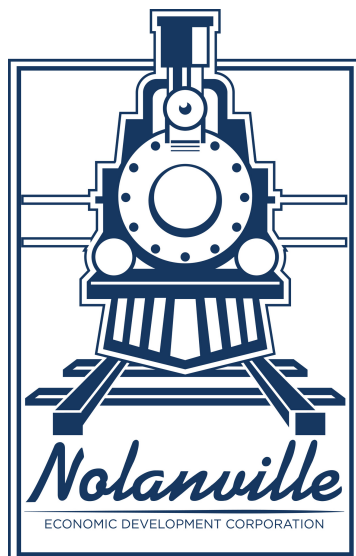


NOLANVILLE

ECONOMIC DEVELOPMENT CORPORATION

BUSINESS IMPROVEMENT GRANT PROGRAM

GUIDELINES & APPLICATION



NEDC

101 N 5th Street
Nolanville, TX 76559

GUIDELINES AND CRITERIA
FOR
BUSINESS IMPROVEMENT GRANT PROGRAM
BY
THE NOLANVILLE 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 City of Nolanville, Texas (the "City"), and enhance 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.

Section 2. Type and amount of grants.

(A) FAÇADE IMPROVEMENT: Improvements to building facades including, but not limited to, painting, reconstruction, addition of awning and/or remodeling. The grant amount shall be equal to or less than 50% of the cost of such improvements, up to a maximum of \$3,000.

(B) SIGN IMPROVEMENT: New signs and/or major renovations or removal of existing signs. The grant amount shall be equal to or less than 50% of the cost of such improvements, up to a maximum of \$1,000.

(C) PROPERTY IMPROVEMENT: Items such as, but not limited to landscaping, benches, trash cans/screening, parking lot resurfacing, striping, driveway improvement and lighting. The grant amount shall be equal to or less than 80% of such improvements up to a maximum of \$2,500.

Economic Development Downtown District Projects

(D) ELECTRICAL & PLUMBING IMPROVEMENTS: Improvements to repair and/or upgrade permanent electrical and plumbing components to comply with current City of Nolanville building codes and standards. The grant amount shall be equal to or less than 50% of the cost of such improvements, up to a maximum of \$10,000.

(E) MURAL SERIES: New murals added to facades that comply with Nolanville Economic Development standards. The grant amount shall be equal to or less than \$3,500.

(F) ENTREPRENEURSHIP GRANTS: Typically awarded to start-up, early stage or emerging technology companies. Requires higher level of due diligence of the company and its investors. May also require company to provide a specific dollar value of product – or service related benefits to the community. The EDC reserves the right to determine which companies are eligible for entrepreneurship grants.

Section 3. Eligibility.

(A) Any new business planning to locate within the City, or any business currently located within the City limits, shall be eligible for grants listed under Section 2 (A-C).

(B) Any new business planning to locate within the Downtown District Overlay, or business currently located within the Downtown District Overlay are eligible for Section 2 (A-F). The Downtown District Overlay Map is available in the City Comprehensive Plan.

(C) Grants are not awarded for already completed projects.

Section 4. Guidelines.

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

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

(C) A business or property owner located in the City may apply for one (1) grant per fiscal year.

(D) The maximum amount of funding available to any one applicant, business establishment or property owner at one physical location/building (address) located in the city shall be \$15,000 per fiscal year. Exemptions are considered by the EDC and approved through City Council on a case by case basis.

(E) All grants are reimbursement grants, and will only be funded after the completion of the project in accordance with drawings and specifications approved by the Nolanville Economic Development Corporation (the "NEDC"), and after the applicant submits to NEDC proof of paid receipts for all applicable labor, material and related expenses to the project.

(F) Reimbursement grants are cash match for funds disbursed by the applicant and will not exceed the limits set forth in Section 2, hereof. In-kind contributions may not be used as any part of the applicant's match. Only cash expenditures by the applicant may be used in calculating the cost of improvements.

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

(H) The applicant shall be obligated to make improvements in accordance with the application submitted to the NEDC. Thereafter, any modifications must first receive the written approval. Failure to

obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive reimbursement and future grants.

(I) 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.

(J) Upon approval of grant application, and during construction of the improvements, representatives from the NEDC shall have the right to have access to and inspect the work in progress.

(K) The applicant **shall not begin** any improvements related to the application prior to receiving written approval of grant funding from the NEDC.

(L) The applicant must complete the project and open for business within 6 months of receiving grant approval by the NEDC. Failure to complete projects and/or open for business within the required time period shall be considered in default and result in the loss of grant funds and/or required to reimburse the NEDC for grant money received.

(M) 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 twenty four (24) 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 NEDC the grant money received, in accordance with requirements of Section 6.E. hereof.

(N) The applicant must certify that the applicant does not employ nor will it employ 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). The 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 12% per annum, within 120 days after the NEDC notifies the applicant of the violation. The NEDC shall have the authority to bring civil action to recover any amounts which the applicant must repay to the NEDC under this provision, and in such action may recover court costs and reasonable attorney fees.

Section 5. Application and Approval.

(A) Application filed with the NEDC on or before the second Tuesday of each month shall be considered at the next regular NEDC meeting. Mailing address is President, Nolanville EDC, 101 N 5th Street, Nolanville, Texas 76559

(B) Application must be made on the form contained in the guidelines hereof.

(C) All applications must be approved by the Nolanville EDC.

(D) Applicants are informed in writing of the decision to approve or disapprove application.

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

Section 6. Funding.

(A) The applicant shall communicate to the President of the EDC that the project is completed. An inspection 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, materials, labor, permits, inspection reports or any other item that the President of the NEDC may reasonably deem necessary for determining the project's completion.

(B) Within (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 NEDC may authorize to fund the grant. **Upon authorization from the President of the NEDC, 50% of the total grant amount awarded shall be paid to the applicant. The remaining 50% of the total grant amount shall be paid to the applicant ninety (90) days after the date of the initial payment.**

(C) Within fourteen (14) days following an inspection and the presentation of receipts as provided in Section 6 (A) above, and after determination made by the NEDC representative the project has not been completed in accordance with the application, or any approved modification thereof, the President, NEDC, 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 letter of non-compliance, to make modifications necessary to bring the project in compliance. Failure to complete such modification within said 60-day period shall be deemed a default of applicant's obligation under the grant.

(D) Available funding: The NEDC has budgeted funds available for the grant program. Grants will be reviewed on a first come, first serve basis. The NEDC retains sole discretion to accept or reject applications received after the available funding has been exhausted.

(E) If the subject business is closed, sold or transferred within a twelve (12) month period after funding approval is received, the applicant shall be required to reimburse the NEDC 100% of the grant amount received. Thereafter, until the twenty four (24) month anniversary date of such approval, the applicant shall be required to reimburse the NEDC for 50% of the grant amount received.

(F) Payments due pursuant to paragraph (E) hereof must be paid in full within thirty (30) days after the date of written notification by the NEDC 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 Nolanville Economic Development Corporation.

Section 7. Notice.

(A) The Nolanville 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 the Business Improvement Grant program. If any provision of the Business Improvement Grant program is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

**APPLICATION FOR
BUSINESS IMPROVEMENT GRANT PROGRAM**

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

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

APPLICANT has received a copy of the NEDC's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to NEDC 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 NEDC prior to the submission of the application.

APPLICANT has secured 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 of 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 NEDC, its servant, 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 NEDC 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 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.

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 laws 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 NEDC notifies the APPLICANT of the violation. The NEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such payment.

BUSINESS APPLICATION INFORMATION:

Business Entity Name: _____

Mailing Address: _____

Physical Location in Nolanville which improvement is being requested:

New or Existing Business? _____

If new business, provide opening date: _____

Existing business, provide date you became operational: _____

Provide the number of **new** jobs operation will create (specify part time or full time):

_____ Part Time _____ Full Time

Provide the number of **existing** jobs (*if applicable*):

_____ Part Time _____ Full Time

If leased facility, provide current landlord's name, address & phone number (attach a copy of current lease):

Has financing been secured? _____

Project Financing: Describe the detail project financing, amount of debt, terms of debt and issuer of debt.

Description of Improvements (include incentive category, attach additional if needed):

Estimated Cost of Improvements: _____

Estimated Start Date: _____

Estimated Completion Date: _____

Provide any additional information regarding the application funding request:

As a part of the application, the following documents must be provided, where applicable:

- Establishment of business entity name (copy of Articles of Incorporation, dba, etc.)
- Copy of lease agreement (if applicable)
- Written work estimate (1) for all proposed improvements
- Documentation of approved financing (if applicable)
- W-9; Request for Taxpayer Identification Number and Certification

Disclaimer: This application may require additional information.

Date Received: _____

VERIFICATION

I, the undersigned APPLICANT, certify that all the information furnished to the NEDC has been furnished freely by the APPLICANT, 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 NEDC may or may not grant Business Improvement Grant based upon the 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 application concerning the same of similar property.

Signed on the _____ day of _____, 20_____.

Applicant: _____

Address: _____

Phone Number: _____

Signature: _____

Property Owner/Landlord: _____

Address: _____

Phone Number: _____

Signature: _____

The State of Texas

County of Bell

Before me, the undersigned authority, on this day personally appeared _____

Known to me be the person whose name is subscribed to the foregoing instrument, and acknowledged to me 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 Bell

Before me, the undersigned authority, on this day personally appeared _____

Known to me be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas

My Commission Expires: _____