



JUNCTION TEXAS
ECONOMIC DEVELOPMENT CORPORATION
ADVERTISING & PROMOTION GRANT PROGRAM

FOR

Print Applicant's Name

attach EDC business card

JUNCTION TEXAS ECONOMIC DEVELOPMENT CORPORATION ADVERTISING & PROMOTION GRANT PROGRAMS POLICY GUIDANCE

Overview

The Junction Texas Economic Development Corporation (JTEDC) has established grant programs which provide financial resources to small business owners for improving the exterior appearance of commercial buildings within the city. These enhancements should promote the development and expansion of Junction businesses, thereby increasing employment opportunities and improving economic stability.

Types of Grant Improvements

The program is limited to funding only certain improvements to commercial properties. The categories are as follows:

- Storefront/facade renovation
- Exterior painting
- Landscaping
- Signage
- Awnings
- Fencing
- Outdoor lighting
- Exterior door/windows replacement/repair

Program Guidelines

1. Grant funds can only be used on commercial buildings. A small business must be housed in the subject property. These monies are not intended to improve the outside of a business in order to sell it.
2. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the JTEDC board. See funding requirements below.
3. The JTEDC will fund 70% of the cost of the project up to \$2,500. The applicant must make a 30% cash contribution. In-kind contributions may not be used as any part of the applicant's match.
4. Funds shall be allocated on a first come first serve basis. The JTEDC board will consider applications four (4) times during the fiscal year at the beginning of each quarter (October, January, April, and July).

5. Applications must be to the JTEDC office and placed on the agenda at least five (5) business days before the JTEDC meeting (first Tuesday of each month).
6. Once a grant has been awarded, the business occupying the subject property or the building owner cannot re-apply for another grant for two (2) fiscal years unless money is still available in the last quarter of the second fiscal year and no new applicants have applied for the funds. All requirements from previous contracts must be satisfied, and existing contracts with JTEDC must be in good standing.
7. Grant approvals are subject to all grant guidelines, all City of Junction legal provisions, all applicable Federal and state laws, and review and approval by JTEDC board.
8. Grantee is responsible for obtaining any permits required for a project.
9. Improvements shall be designed, constructed, and maintained to compliment the architectural features of the subject building and surrounding structures. All accessories, signs, awnings, etc. shall likewise harmonize with the overall character of the subject structure and surrounding buildings.
10. No work for which a grant is sought should begin until authorized by the JTEDC, and a grant agreement has been signed.
11. All work proposed by the applicant requires two (2) estimates to verify that costs are within reasonable parameters. The JTEDC may request a third quote if it feels it is necessary. Other required documentation, as applicable, includes:
 - current photograph of the building (3” X 5: minimum size) and proposed changes to the facade
 - color samples of proposed paint
 - sketch, drawing, or computer image of proposed landscaping and explanation of how your company plans to maintain the landscaping
 - picture of proposed signage (text to appear, placement and style of text, colors, logo, etc.)
 - description, drawings, and/or pictures and placement of outdoor lighting, awnings, fencing, doors, and/or windows
12. Note that all signage and outdoor lighting should be “night skies friendly.”
13. Applicant shall have three (3) months from the date of the written notice to complete the work. After three (3) months, the grant will be closed out unless an extension of up to sixty (60) days has been granted by the JTEDC board.
14. Applicant will effect no change in ownership of the business facilities during the two (2) year term of this Agreement without prior notice and approval of JTEDC.

15. Approval of all applications shall be with the understanding and agreement that, in the event the business or property is sold or transferred within the two (2) years after funding of the grant, the applicant shall be considered in default of its obligations under the grant and shall be required to reimburse the JTEDC the grant money received.
16. Applicants and building owners shall disclose in writing at the time of the application the existence of any business or personal relationship with members of the JTEDC board, City of Junction employees, or city council.
17. Upon grant approval, applicant may be required to place a JTEDC grant sign, furnished by the JTEDC, viewable by the public, for the duration of the project.
18. The JTEDC board shall determine by a majority vote whether or not the application is approved or denied with or without conditions.

Eligibility Requirements

1. The applicant must be the owner of the building, or a tenant may qualify upon receipt of written consent by the owner of the building.
2. Property taxes, both city and county, must be current.
3. The building must be structurally sound.
4. These grant programs do not apply to residential rental properties.

Ineligible Use of Funds

1. Any interior modifications and/or rehabilitation
2. Any materials or services purchased for the subject project prior to the approval of any applications by JTEDC.
3. Permitting fees
4. Refinancing existing debt
5. Non-fixed improvements (such as inventory, equipment, and accounts receivable)
6. Owner performed labor

Application Process

1. Applicants must submit a completed application with a detailed description of the project and all supporting documentation.
2. JTEDC will review the application for compliance and approval.
3. Upon JTEDC board approval, a letter of commitment will be provided to the applicant.
4. The applicant must sign an agreement acknowledging the terms and conditions of the grant.
5. Funds are dispersed on a reimbursement basis after all work has been completed and in accordance with the Disbursement of Funds section of this document.

Requirement for Disbursement of Funds
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1. Requests for reimbursements must be completed within 2 months following completion of the project.
2. Copies of all required permits and occupancy certificates (if applicable)
3. Copies of paid invoices and evidence of payment (cancelled checks – front and back)
4. Photos of improvements
5. Final inspection by JTEDC staff and/or board members

Important Terms and Conditions

Advertising & Promotion Grant Program

1. **Applicant must receive written approval from JTEDC before any improvement work begins.**
2. **Any materials purchased or work completed prior to the approval of an application by JTEDC will not be paid for.**
3. Application will be considered for the 2016-2017 Fiscal Year beginning October 1, 2016.
4. Applications are approved on a first-come, first-serve basis.
5. Maximum amount available is \$2,500, with 30% cash matching required by the applicant.
6. Applicant must submit 2 detailed contractor bids with the application. Bids should outline labor and materials separately. See attached sample.
7. Project workmanship must be approved by a JTEDC official before money can be disbursed.
8. Money is paid at the completion of the improvements.
9. Attendance at the scheduled Board Meeting when your application will be reviewed IS **REQUIRED.**

Application for Advertising and Promotion Program

Applicant Name _____

Name of Business _____

Property Address _____

Business Owner _____

Mailing Address _____

Telephone Number _____ Fax# _____

Email _____

Contact Person (if different from above) _____

Telephone Number _____ Cell# _____

Email _____

Property Owner (if different from above) _____

Mailing Address _____

Telephone Number _____ Fax# _____

Email _____

Type of Business _____

Years in Business _____

Type of Project

- Storefront/facade renovation
- Exterior painting
- Landscaping
- Signage
- Awnings
- Fencing
- Outdoor lighting
- Exterior door /windows replacement/repair

Briefly Describe the Project

Cost of Project

Cost of materials \$ _____

Cost of labor \$ _____

Total cost of project \$ _____

Attach 2 contractor bids and required documentation. See policy guidelines.

Application Submitted

I hereby certify that, to the best of my knowledge, all information submitted in the above-application is correct and accurate. I understand that by completing this application, I am making a formal request to become a Promotional Partner with JTEDC and this partnership is contingent upon the acceptance/approval of the JTEDC Board and execution of a formal contract with JTEDC. *I understand that project workmanship must be approved by a JTEDC official before money can be disbursed. Additionally, I understand that money is paid at the completion of the exterior improvements.* I also understand it is my responsibility to ensure the improvements meet all city ordinances and/or requirements.

Printed Name of Business Owner: _____

Date: _____

Signature: _____

Approval of Application

REQUEST APPROVED: _____ **REQUEST DENIED:** _____

AMOUNT APPROVED: _____

DATE OF APPROVAL/DENIAL: _____

Junction Texas Economic Development Corporation

Advertising and Promotion Program Agreement

WHEREAS Junction Texas Economic Development Corporation (JTEDC) wants to promote and advertise the City of Junction for the purpose of developing business enterprise;

WHEREAS _____ (Promotional Partner) is a successful business within the City of Junction;

WHEREAS both the JTEDC and Promotional Partner support the mutual and joint promotion of the City of Junction and Promotional Partner's business.

The Parties Agree As Follows

1. Promotional Partner shall provide advertising and promotional space to JTEDC at its business location for a period of 2 years for its own signage and logo.
2. As part of advertising and promotion, JTEDC will be allowed to use Promotional Partner's image, name and logo in print ads and other marketing materials created by JTEDC for the promotion of business enterprise for the City of Junction.
3. Promotional Partner shall allow JTEDC reasonable access to its business facility during the term of the agreement during normal business hours for the purpose of placement of JTEDC's advertising and promotion materials and for verifying compliance with the terms of this agreement.

Advertising and Promotional Grant Terms and Conditions

1. If the applicant is already under contract with the JTEDC for any Performance Agreement grant or loan, the applicant must be in good standing.
2. JTEDC shall pay for exterior improvements at the business location, as outlined in the policy statement and subject application. The JTEDC will fund 70% of the cost of the project up to \$2,500. The Promotional Partner will contribute 30% in cash. In-kind contributions may not be used.
3. From the bids submitted, the Promotional Partner will select the contractor and obtain written approval from JTEDC before any improvement work begins. The bid shall include all details necessary for the completion of the project, which will be adhered to by the contractor and by the Promotional Partner.

4. Anything materials purchased or work completed by the Promotional Partner prior to the approval of any applications by JTEDC cannot be paid for or considered.
5. If advertising and promotion monies are used for landscaping, Promotional Partner agrees to sufficiently water the landscape to maintain “life” and “growth” of the planted items, and the Promotional Partner agrees to maintain the landscaped area in a safe, sanitary and visually aesthetic condition during the term of this agreement following watering rules.
6. Upon completion and acceptance by JTEDC of the work, JTEDC will make payment to Promotional Partner up to a maximum of \$2,500.
7. Promotional Partner shall keep all exterior improvements associated with this agreement in good repair and condition during the term of this agreement.
8. Promotional Partner will affect no change in ownership of the business facilities during the 2 year term of this agreement without prior notice and approval of JTEDC.

Program Warranties, Obligations and Duties

Promotional Partner warrants that it has the full authority to execute this agreement and has obtained any necessary authorization to execute this agreement through its organizational structure (example: by its landlord, board of directors, partners, members, managers, officers, or agents). Promotional Partner will furnish any authorization to JTEDC upon request by JTEDC.

JTEDC Liability Limitations

Promotional Partner specifically agrees that JTEDC shall only be liable for the actual costs of performing the improvement work. JTEDC shall not be liable for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court fees for any actual default under the terms of this agreement. It is further specifically agreed that JTEDC shall only be required to pay the advertising and promotion fees solely out of its sales tax revenue currently collected, allocated, and budgeted during the term of this agreement. JTEDC shall have thirty (30) days to perform inspections and certify completion and make payment after receipt of such payment request. The payment request should be directed to the office of JTEDC, 702 College Street, Suite A, Junction, Texas 76849-4627.

Notice of Default

Upon a determination of default, JTEDC shall give the Promotional Partner written notice of any act of default by Promotional Partner. Promotional Partner shall have thirty (30) days after receipt of the notice to cure the default. (The Promotional Partner shall be liable for any extra project work and material costs incurred in the remedy or cure). Failure by Promotional Partner to timely and fully cure the act of default shall permit JTEDC to pursue all legal remedies provided by law and specifically prohibited herein.

Agreement

This agreement is performable in Kimble County, Texas, and jurisdiction and venue for any litigation will be in Kimble County, Texas.

This contractual agreement is entered into by and between the JTEDC whose address is 702 College Street, Suite A, Junction, Texas 76849-4627 and the Promotional Partner named below:

Business Name: _____

Physical Address: _____

Business Owner: _____

Executed on _____

Board President
Junction Texas Economic Development Corporation
702 College Street, Suite A,
Junction, Texas 76849-4627

Board Secretary

Promotional Partner & Business Owner