

**GUIDELINES AND CRITERIA  
FOR  
BUSINESS IMPROVEMENT GRANT PROGRAM  
BY  
THE BEEVILLE ECONOMIC IMPROVEMENT 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 Beeville, 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.

**Section 2. Type and amount of grants.**

**The Beeville Economic Improvement Corporation may contribute up to 50% of project improvement costs, up to \$6,000 per property. Project improvements may include the following:**

- (A) **FACADE IMPROVEMENT:** Improvements to storefronts including, but not limited to, painting, reconstruction, and/or remodeling.
  
- (B) **SIGN IMPROVEMENT:** New signs and/or renovation or removal of existing signs.
  
- (C) **PROPERTY IMPROVEMENT:** Improvements to land including, but not limited to landscaping, parking lot resurfacing, striping, driveway improvement, and lighting.

**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 this program, provided the improvements to the property will promote new or expanded business development. A business that derives more than 50% of its revenue from the sale of liquor does not qualify.
  
- (B) All buildings and facilities located within the City limits at the time of application shall be eligible for this program
  
- (C) A *business* is defined as an occupation, profession or trade in the purchase and 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.
  
- (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 the grant in phases, if needed, with the maximum available match being \$6,000.00. The allocation may be spread between multiple fiscal years with the total not to exceed \$6,000.00.
  
- (D) The maximum amount of funding available to any one applicant, business establishment or property

owner at one physical location (address) shall be \$6,000 per ten year period. The time period for application will be calculated from the project start date.

- (E) All grants are reimbursement grants, and will only be funded after completion of the project in accordance with drawings and specifications approved by the Beeville Economic Improvement Corporation (the "BEIC"), and after the applicant submits to the BEIC proof of paid receipts for all applicable labor and materials. Photographs of the completed work shall also be required.
- (F) Reimbursement grants are a cash match for funds disbursed by the applicant and are not to exceed the limits set forth in Sections 2 and 4 hereof. 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.
- (G) The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the BEIC. Thereafter, any modifications must first receive the written approval of the BEIC. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
- (H) 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.
- (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 a grant application, and during the construction of the improvements, a representative or representatives of the BEIC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
- (K) The applicant shall not begin any improvements prior to receiving written approval of grant funding from the BEIC.
- (L) The applicant must agree that a business establishment will be open for business and in operation within six months from grant approval by the BEIC board. Failure to open the business establishment shall be considered a default and applicant shall be required to reimburse the BEIC 100% of the grant amount received. If extenuating circumstances are present, the applicant may apply for an extension *prior to the end of the six month period*.
- (M) The applicant must complete the improvement project within six (6) months of receiving written approval thereof from the BEIC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. If extenuating circumstances are present, the applicant may apply for an extension *prior to the end of the six month period*.
- (N) 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.
- (O) 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 BEIC the grant money received, in accordance with the requirements of Section 6 hereof.
- (P) The applicant must agree that, in the event of default of its obligations, the BEIC 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) The applicant must certify that the applicant 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). 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 BEIC notifies the applicant of the violation. The BEIC shall have the authority to bring a civil action to recover any amounts which the applicant must repay the BEIC under this provision, and in such action may recover court costs and reasonable attorneys fees.

### **Section 5. Application and Approval.**

- (A) Applications filed with the BEIC on or before the first Tuesday of each month may be considered at the next regular BEIC Board meeting or at such special Board meeting that may be called.
- (B) Applications must be made on a form provided by the BEIC, which form shall be made available at the Beeville City Hall and the Beeville Main Street Office.
- (C) All applications must be approved by the Board of Directors of the BEIC.
- (D) An applicant shall be notified, in writing, of the BEIC's decision to approve or disapprove the application.
- (E) The BEIC may award grant funds to an applicant, with certain provisions, conditions, or other requirements the BEIC deems necessary or appropriate. The BEIC retains the right to request more than one bid for the project to be undertaken.

### **Section 6. Funding.**

- (A) Upon notification to the BEIC by the applicant that a project has been completed, an inspection by a BEIC 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 BEIC 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 BEIC shall issue a letter of approval. A copy of such letter shall also be provided to the applicant. Funding authorization shall take place at the next regular BEIC Board meeting following the date of the 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 BEIC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the BEIC 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 such letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty day period shall be deemed a default of applicant's obligations under the grant.
- (D) Available funding: The BEIC has budgeted \$30,000 for the first six months of the 2009 fiscal year (October 1 to March 30) to fund this grant program. Additional funding of the grant program will be considered on or before March 30, 2009. Grant applications received after the available initial \$30,000 has been exhausted may be accepted and held until additional funding for the grant program is obtained. The BEIC 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 six-month period after the grant amount has been paid to the recipient, the applicant shall be required to reimburse the BEIC for 50% of the grant amount received. Thereafter, until the 12-month anniversary date of such approval, the applicant shall be required to reimburse the BEIC for 25% of the grant amount received.
- (F) Payments due pursuant to the paragraph (E) hereof must be paid in full within thirty (30) days after the date of written notification by the BEIC 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 Beeville Economic Improvement Corporation.

**Section 7. Notice.**

- (A) THE BEEVILLE ECONOMIC IMPROVEMENT 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 BEEVILLE ECONOMIC IMPROVEMENT CORPORATION**

Applicant:  
Address:  
Phone Number:

*Signature:* \_\_\_\_\_

Applicant:  
Address:  
Phone Number:

*Signature:* \_\_\_\_\_

Property Owner/Landlord:  
Address:  
Phone Number:

*Signature:* \_\_\_\_\_

\*\*The acknowledgement page must be signed and returned to the BEIC. Please retain the guidelines and criteria for your records.\*\*