

SANSOM PARK ECONOMIC DEVELOPMENT CORPORATION

COMMERCIAL DISTRICT FAÇADE IMPROVEMENT PROGRAM

Summary

The purpose of the Façade Improvement Program is to provide grant funding to existing business and/or property owners to encourage renovation and rehabilitation of the commercial districts of the City of Sansom Park, which shall be defined as the commercial area along Azle Avenue and Jacksboro Hwy (“Commercial Districts”). Grant funds may only be awarded for projects that include façade improvements that the Sansom Park Economic Development Corporation (“SPEDC”) finds will promote new or expanded business development and will benefit the SPEDC. **The funds shall be used for exterior improvements only**; no roof or interior improvements shall be made with this grant. The SPEDC may contribute up to fifty percent (50% of the façade project cost up to a \$10,000 maximum per property. This is a one-time distribution to each program participant per project. An eligible business/property owner may apply up to two (2) times per fiscal year (October 1 – September 30) for the program. The SPEDC’s contribution shall be in the form of a reimbursement upon final completion of the project and submission of all invoices for materials and services paid. The Program will automatically renew each fiscal year provided that SPEDC allocates funding for it that is approved by the City of Sansom Park (the “City”).

Eligible Projects/Costs

- Signs (new, repairs, replacement, removal)
- Awnings
- Lighting
- Paint
- Removal/replacement of inappropriate exterior finishes or materials
- Recessing/reconfiguring outdoor lighting
- Removal of extraneous elements
- Door/window replacement or repair
- Exterior cleaning
- Historical architectural elements
- Parking lot improvements
- Parapet and/or parapet screening

Design, materials and labor costs are also eligible costs. In-kind, donated, “sweat equity” or similar no cost to the Applicant improvements, services, or materials will not be matched and are ineligible costs under the Façade Improvement Program. **All improvements must meet all applicable city codes and ordinances.**

Application Deadline

The application process begins October 1st of every year and will continue until all allocated funds for that fiscal year are distributed. Applications that meet all of the program guidelines and criteria will be voted on by the SPEDC Board of Directors for either approval or denial of the application. SPEDC approved applications will be forwarded to the Sansom Park City Council ("City Council") for approval. All applicants will be notified in writing of the SPEDC decisions and, if applicable, City Council decisions in a timely manner. Work must begin within one (1) month of the grant approval and should be completed within six (6) months of the issuance of the grant. If extra time is needed, a written request for a variance explaining the need for a time extension must be submitted to the SPEDC Board for consideration.

Guidelines

1. Applicants must apply for the grant **before** restoration or renovation work begins. **No grants will be awarded for work that has already begun. Work must be approved before beginning to be eligible for grants.** Funding is distributed as a reimbursement following application approval and submission of all paid project costs for the completed and approved work.
2. The matching funds will be limited to a maximum of \$10,000 per project. Each address is eligible for a maximum of two (2) separate projects. A business/building owner may apply for projects at multiple addresses, but no more than two (2) projects may be approved for the same address per grant cycle. An applicant can spend more on improvements for a project but will not be reimbursed more than \$10,000 per project.
3. Funding of the grant is awarded at the discretion of the SPEDC Board based on the proposed guidelines and subject to approval of the City Council. The SPEDC Board and the City Council shall have sole discretion in awarding the matching grants.
4. Use of funds will be focused only on exterior improvement work on storefronts and commercial buildings in the Commercial Districts.
5. Payment of grant funds shall be reimbursed after work is satisfactorily completed to the terms of the application and grant authorization. **Copies of all invoices must be submitted for reimbursement.**
6. Applicant must provide verification that property taxes on the property are paid and current.
7. No code enforcement actions may be pending against the Applicant or the property where work is to be performed. No unpermitted work may have occurred on the property within the last 5 years.
8. The Applicant and property owner (if the Applicant is not the property owner), must not owe any debts to the City that are past due including, without limitation, any past due property taxes, utility payments, permit fees, judgments or fines for code violations.
9. Any restoration or renovation work to be performed must be in compliance with

- all applicable City codes, ordinances and permitting requirements.
10. Applicant must provide hard copy and digital “before” pictures of the building. Hard copy pictures may be submitted to:

The Sansom Park Economic Development Corporation
Façade Improvement Grant Application
5705 Azle Ave.
Sansom Park, TX 76114

11. If any grant funded improvements are altered without SPEDC Board approval or removed within one year of reimbursement, the business or building owner shall be required to return any grant funds received for such improvements.
12. All projects must be found by the SPEDC Board to promote new or expanded business development in the City.
13. If you are a renter and wish to participate in this grant program, please submit this application through the property owner. An application submitted on behalf of a renter through the property owner will count towards the address’s two project limit under the Façade Grant Program.

Project Cost Reimbursement

Requests for reimbursement will only be processed and brought before the SPEDC Board for final approval after the rehabilitation/improvement work is completed and approved following a final field inspection by City staff in order to verify compliance with the project scope. Further, no reimbursement under the Program will be issued until the Applicant has paid for the improvement work in full. Applicant must pay for the improvement work in full within six (6) months of the issuance of the grant. If extra time is needed to pay for the improvement work in full, a written request for a variance explaining the need for a time extension must be submitted to the SPEDC Board for consideration. Reimbursement claims must be accompanied by the following supporting documents:

- Proof of payments (i.e., cancelled checks, paid invoices/receipts of eligible expenses)
- Statements from architects, contractors and/or subcontractors acknowledging that all payments have been received
- Proof of final government inspection
- Hard copy and digital “after” photographs of the façade improvements

Façade Improvement Grant Application

Name of Applicant: _____

Applicant Address: _____

Project Address: _____

Business Name (if applicable): _____

Mailing Address: _____

Email Address: _____

Phone Number: () _____ - _____

State how property is occupied by applicant: _____(own/lease/rental/other)

If Applicant is a renter:

Property Owner: _____

Property Owner Address: _____

Property Owner Email Address: _____

Property Owner Phone Number: () _____ - _____

Length of occupancy: _____ Please attach proof of ownership.

Current use of the Property: _____

Total Estimated Cost of Project: \$ _____

Have you ever received the Façade Improvement Grant for this property? Yes_ No __

I, _____, affirm that I am the owner of the property subject to this Façade Improvement Grant, and I have read and understand the Guidelines and Criteria for this Grant.

Date: _____

Please attach a written description and cost estimate for the work to be done and a photo of the building.

Please submit the application to:

The Sansom Park Economic Development Corporation Façade
Improvement Grant Application
5705 Azle Ave.
Sansom Park, TX 76114

Application Checklist

- _____ A completed Application.
- _____ Proof of ownership of property.
- _____ A completed Agreement Form (excluding information to be filled in by SPEDC).
- _____ A photo of the building.
- _____ A written cost estimate for improvements.
- _____ A detailed description of the proposed improvements to be made to the building. This description must include information on the methods and materials to be used in the improvements.
- _____ Verification that property taxes on the property are paid and current.

FOR STAFF USE ONLY

- _____ Verification that there are no outstanding code enforcement actions pending against the Applicant or the property, and that no unpermitted work has occurred on the property within 5 years.
- _____ Verification that the Applicant and/or property owner do not owe any debts to the City.
- _____ Verification that any and all necessary permits for the improvements have been issued.

**Sansom Park Economic Development Corporation Commercial District Façade
Improvement Performance Agreement**

As authorized by Texas Local Government Code Section 501.158, this Performance Agreement ("Agreement") is made and entered into by and between the Sansom Park Economic Development Corporation ("SPEDC") acting through its Board of Directors, and _____ the owner of said property located at _____, Sansom Park Texas ("Grantee").

WHEREAS, SPEDC was formed to administer the sales and use tax approved by the citizens of Sansom Park, Texas and collected pursuant to the Development Corporation Act of 1979 ("the Act") for the development, promotion creation, retention or expansion of business enterprises which create or retain jobs, and for suitable infrastructure necessary to promote or develop business enterprises; and

WHEREAS, Grantee applied for a Façade Improvement Program grant related to a façade improvement project on the above referenced property (the "Project") and such application was approved by the SPEDC and the City of Sansom Park; and

WHEREAS, the Program Description, Guidelines and completed Application Form are hereby incorporated into this Agreement as if set forth in full herein; and

WHEREAS, the SPEDC hereby finds and determines that the Project includes land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements that will promote new or expanded business development in the City; and

WHEREAS, the SPEDC finds that this Agreement will benefit the SPEDC;

NOW THEREFORE, the SPEDC AND GRANTEE for and inconsideration of the mutual promises contained herein, do hereby agree as follows:

GRANTEE STATEMENTS AND OBLIGATIONS:

I am the owner / renter (circle one) of the property located at _____, Sansom Park, Texas which is within the eligible area for the SPEDC Façade Improvement Program.

I fully understand the procedures established by the Sansom Park Economic Development Corporation in determining grant eligibility.

I have read and understand the Sansom Park Economic Development Corporation's Façade Improvement Program procedures and guidelines.

I understand that, if I participate in this program, any deviation from this agreement will result in the withdrawal of funds, my required repayment of received reimbursements, and my disqualification from the program.

I agree to comply with all requirements for reimbursement of costs under the program including, but not limited to providing a copy of all receipts showing expenditures for the project work completed of the project and funds.

I understand that the Façade Improvement Program Grant is not funded by the City of Sansom Park.

I agree to have the proposed project started within one (1) month of award notification and project completed within six (6) months of start date. If extra time is needed to complete the proposed project, I will submit a written request for variance explaining the need for a time extension to the SPEDC Board for consideration.

If the improvements for which I receive reimbursement under this project are altered in a manner not approved in writing and in advance by the SPEDC, or are removed within one year of reimbursement, I understand that I will be in default of this agreement and hereby agree to repay all grant monies paid to me under this Agreement within thirty (30) days of a written demand from the SPEDC for such repayment.

SPEDC OBLIGATIONS:

The SPEDC agrees to provide a matching grant incentive to Grantee in an amount not to exceed \$_____, provided that improvement work is completed in compliance with the Project, improvement work is paid in full, Grantee provides all required documentation and complies with all program requirements. Such financial assistance shall be paid as a reimbursement upon submission of paid receipts and confirmation of compliance by Grantee with all program requirements.

TERM OF THE AGREEMENT:

This Agreement shall become effective upon execution by both parties and shall remain in force for one year from that date. This Agreement may be extended upon written approval of the SPEDC Board and is subject to any extensions granted by SPEDC Board.

Obligations under Guideline 11 of the Façade Improvement Grant Program shall survive the beyond the term of this Agreement. Specifically, any grant funded improvements shall not be altered, modified, or removed within one (1) year following reimbursement without prior written approval of the SPEDC Board. In the event such improvements are altered, modified, or removed without SPEDC Board approval within the one-year period, the grantee shall be required to return the funds used for such improvements.

DEFAULT AND REPAYMENT:

Should the SPEDC Board find that Grantee has altered, removed or not properly maintained the façade improvements for which reimbursement was received under this Agreement within the term of this Agreement, Grantee will be required to repay any such reimbursements to SPEDC within thirty (30) days of receipt of a written demand for such repayment.

ELIGIBILITY:

All properties located within the commercial area along Azle Avenue and Jacksboro Hwy in the City of Sansom Park are eligible for the Commercial District Façade Improvement Program .

VENUE:

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

SOLE AGREEMENT:

This Performance Agreement and referenced attachments, constitutes the only agreement of the parties concerning this transaction and supersedes any prior understandings or written or oral agreements between the parties.

AGREED TO AND EXECUTED BY:

Sansom Park Economic Development Corporation Type B this ____ day of _____, 20__.

By: _____
President

Date

ATTEST:

By: _____
Secretary

Date

_____ **Printed name of Applicant**

Applicant Signature

Date

If Applicant is not the owner of the above-referenced property for the Project, the following must be completed:

The undersigned, as owner of the building/property where the improvement work is to be performed: (i) authorizes the Applicant to apply for a grant under the Façade Improvement Program and gives permission for the Applicant to undertake the Project described in the Applicant's Façade Improvement Grant Application; and (ii) authorizes the SPEDC, its officers, agents and employees to inspect the property where the work is to be performed to determine whether improvement work is in compliance with the Project and Grant Application.

Property Owner Signature

Date