

**Junction Texas Economic Development Corporation's (JTEDC)
"Main Street Beautification Project" Grant Assistance**

As part of Junction's ongoing economic development, the JTEDC has established the following two competitive grant programs specifically designed to encourage redevelopment of mature business corridors by providing financial resources to small business owners for exterior property improvements on Main Street and streets facing the Kimble County courthouse:

- ❑ **Paint Grant Program** – designed to assist small business owners with the costs associated with refurbishing the exterior of a commercial building in need of fresh paint. *This program pays 100% of the cost, including the cost to appropriately prepare the surface of the building as well as labor cost, up to a maximum amount of \$2,500.* Only buildings that have been previously painted and need to be repainted are eligible. New construction projects are NOT eligible to participate.

- ❑ **Landscape Grant Program** – intended to broaden Junction's focus on curb appeal and enhancement of the City's business image. Existing commercial properties as well as new construction projects are eligible to apply for this grant. *This program pays 100% of the cost for materials up to a maximum amount of \$2,500. (Labor to plant is provided free-of-charge from the Master Naturalists)* Landscape projects must include an irrigation system to receive consideration for the landscape grant.

More Program Information:

- Applicants will participate in a competitive process with other eligible business owners. Those applicants who offer a higher percentage of matching funds when compared to other businesses applying for the same grant will receive a higher score by the JTEDC Board during the review process.
- The JTEDC Board will review, approve and fund six (6) applicants from Oct. 1, 2008 – Sept. 30, 2009. Applications will be reviewed on the following quarterly schedule:

Application Deadline	Board Review	Date Funds Are Available
5 p.m. on Oct. 28, 2008	Nov. 6, 2008	Feb. 11, 2009
5 p.m. on Feb. 24, 2009	March 5, 2009	June 10, 2009
5 p.m. on May 26	June 4, 2009	Aug. 6, 2009
5 p.m. on Aug. 25	Sept. 3, 2009	Dec. 3, 2009

- **Eligible Applicants Include:**
 - Those businesses that have a "Main Street" address.
 - Those businesses that don't have a "Main Street" address but are located on a street facing the Kimble County courthouse.

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More Program Information (CONTINUED):

- Successful grant applications will be administered in accordance with requirements of a performance agreement between the JTEDC and Grantees.
- The JTEDC Board has set a maximum total limit of \$15,000 to support six projects beginning Oct. 1, 2008 - Sept. 30, 2009 (FY2008-09).

For additional information, contact Patricia Whitty, JTEDC executive director, at 325-446-3402 or email patricia.whitty@junctionedc.org. Application forms may be obtained at the JTEDC office at 730 Main St., Junction, Texas 76849 or at www.junctionedc.org.

Application for "Main Street Beautification Project" Grant Assistance
Junction Texas Economic Development Corp. (JTEDC)

Address of Business: _____

Business Owner: _____

Mailing Address: _____

Telephone Numbers: _____ (B) _____ (Cell)

Fax: _____

E-mail: _____

Contact Person (if different from above): _____

Telephone Numbers: _____ (B) _____ (Cell)

Property Owner (if different from above):

Mailing Address: _____

Telephone Numbers: _____ (B) _____ (Cell)

Fax: _____

E-mail: _____

Property Address: _____

Type of Business: _____

Years in Business: _____

Grant Assistance Place a check mark in the corresponding box of the grant(s) you are applying for. Please refer to the cover page for general description of each program.

Paint Grant (Maximum amount of funds available \$2,500) Amount Requested \$ _____

Attach the following documentation to the application:

1. A current photograph (3" X 5" minimum size) of the building
2. Color sample of the proposed paint
3. Two (2) detailed contractor bids

Landscape Grant (Maximum amount of funds available \$2,500) Amount Requested \$ _____

Attach the following documentation to the application:

1. A current color photograph (3" X 5" minimum size) of the business/property
2. A sketch, drawing, architectural rendering or computer image of the proposed landscape
3. Two (2) detailed bids for landscaping material and plants (Volunteers from the Western Edwards Plateau Texas Master Naturalists will supply the labor to plant the plants free-of-charge. Applicant will assist the Master Naturalists in performing labor to plant any plants at the grant site.)
4. Description of irrigation system, if not included in (3) above.
5. A paragraph describing how your company plans to maintain the landscaping.

Application for "Main Street Beautification Project" Grant Assistance

- Total Cost of Proposed Project and Date by Which Funds are Needed:

- Share of Project Cost to be Paid by Applicant and Cost Share to be Funded by JTEDC:
 - A. 100% JTEDC Funding = \$
 - B. 10% Applicant/90% JTEDC = Grant from JTEDC in the amount of: \$
 - C. 25% Applicant/75% JTEDC = Grant from JTEDC in the amount of: \$
 - D. 50% Applicant/ 50% JTEDC = Grant from JTEDC in the amount of: \$

Note: More favorable consideration will be given to project proposals that include cost sharing by the applicant.

Agreement: I hereby certify that, to the best of my knowledge, all information submitted in the above application for grant assistance is correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant that is contingent upon the acceptance/approval of JTEDC Board and execution of a formal contract with JTEDC. I understand that project workmanship must be approved by a JTEDC official or executive director before grant money can be disbursed. Additionally, I understand that grant money is paid at the completion of the project and that in order to be eligible for any type of JTEDC funding, a request must be made prior to the commencement of the project. I also understand it is my responsibility to ensure the project meets all city ordinances and/or requirements and is completed by the end of the approved grant period

If applying for a landscaping grant, I agree to sufficiently water the landscape to maintain "life" and "growth" of the planted items, and I agree to maintain the landscaped area in a safe, sanitary and visually aesthetic condition.

Printed Name of Business Owner _____

Date _____

Signature _____

REQUEST APPROVED: _____

AMOUNT APPROVED: _____

REQUEST DENIED: _____

DATE OF APPROVAL/DENIAL: _____



STATE OF TEXAS
Kimble County
City of Junction

CONTRACTUAL AGREEMENT

This contractual agreement (the "agreement or "contract") is entered into by and between the Junction Texas Economic Development Corporation (the "JTEDC"), whose address is 730 Main Street, Junction, Texas 76849, and _____ ("Grantee" - a person, person, or a business entity with commercial business activities in Junction, Kimble County, Texas), whose address is _____, who for the consideration herein expressed, do each contractually agree as follows:

Project: The project and performance requirements to be implemented by means of this agreement are generally described in the approved Grant Application that is attached to and hereby made a part of this agreement.

[Attach grant application form approved by the JTEDC Board]

Money Grant:

Certification of completion and acceptance of project work will be performed and documented by the JTEDC executive director. JTEDC will not convey any grant money prior to certification of project completion. Further, in no event shall JTEDC be required to make any partial grant payment for any partial performance by Grantee.

Grantee will notify JTEDC in writing of project completion and, IF REQUESTED by JTEDC, provide copies of invoices or other evidence of final project cost to support grant payment by JTEDC. If final project costs differ significantly from the approved application, JTEDC reserves the right to adjust the amount of the grant payment accordingly, within established limits. Failure by Grantee to provide actual cost documentation when requested will be considered a breach of this agreement and no grant payment will be made by JTEDC. In addition, Grantee will have 60 days from the execution date of this contract to complete the Project work. The executive director can grant a 30-day contract extension IF REQUIRED AND REQUESTED by the Grantee. If another contractual extension is needed, the JTEDC Board must review and approve.

Money Grant (Continued) :

Upon completion and acceptance of the work described in the Application and subject to any modification warranted by an analysis of final costs as described above, JTEDC will grant and convey by money grant to Grantee a total up to \$ _____ made payable to the name of the business.

Warranties, Obligations, and Duties:

Grantee makes the following warranties to JTEDC and agrees that inclusion of any false or misleading statement contained herein or failure to timely and fully perform as required in the agreement shall be an act of default by Grantee.

Grantee 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 board of directors, partners, members, managers, officers, or agents). Grantee will furnish any authorization to JTEDC upon request by JTEDC.

Grantee will continue full-time business activities at its Junction, Texas, facility described in this contract for at least two years from the date of this agreement.

Grantee will affect no change in ownership of the business or facilities without prior notice to JTEDC.

No litigation or bankruptcy proceeding is pending or threatened or contemplated against or affecting Grantee that may result in material adverse change in business, properties, or operation.

Grantee agrees to sufficiently water the landscape to maintain "life" and "growth" of the planted items, and the grantee agrees to maintain the landscaped area in a safe, sanitary and visually aesthetic condition.

Suspension/Termination:

JTEDC, under the following circumstances, and its sole discretion, may suspend its obligations under this agreement or terminate this agreement and recapture from Grantee any of the money grants or consideration paid by JTEDC to Grantee, without liability to Grantee, upon any of the following events, which are an act of default.

1. The closure of the business for any reason.

Suspension/Termination (Continued):

2. The change of entity structure for any reason without the permission of JTDEC.
3. The sale or lease or any other form of conveyance of Grantee's Junction, Texas, business facility described in this agreement to a non-commercial owner or tenant within two years of the date of this agreement.
4. The adjudication of Grantee as bankrupt or the filing by Grantee or a creditor of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

In the event that Grantee commits an act of default that is not timely corrected and cured, Grantee shall immediately return to JTEDC all money grants previously paid to it by JTEDC and JTEDC shall be relieved of any further obligations under this agreement.

Reporting and Monitoring:

Grantee, shall allow JTEDC reasonable access to its Junction, Texas facility during the term of this agreement and during normal business hours, for the purpose of verifying Project progress and costs and the existence of an ongoing business concern.

JTEDC Liability Limitations:

Grantee specifically agrees that JTEDC shall only be liable for the actual amount of the money grants to be conveyed to Grantee and shall not be liable for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default under the terms of this agreement. It is further specifically agreed that JTEDC shall only be required to pay the grant amount solely out of its sales tax revenue currently collected, allocated and budgeted and to be allocated, budgeted and collected for JTEDC during the term of this agreement. Payments to be made to Grantee shall require a written request from Grantee to be accompanied by all necessary supporting documentation. JTEDC shall have thirty (30) days to perform inspection and certify completion and make payment after receipt of such payment request. The payment request should be directed to Patricia Whitty, executive director, JTEDC, 730 Main Street, Junction, Texas 76849

Notice of Default:

JTEDC shall give Grantee written notice of any act of default by Grantee, and Grantee shall have thirty (30) days after receipt of the notice to cure the default. Failure by Grantee to timely and fully cure the act of default shall permit JTEDC to pursue all legal remedies provided by law and not specifically prohibited herein.

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

Sole Agreement:

This agreement constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings or written or oral agreements between the parties.

EXECUTED on the _____ day of _____, 2009.

Jack Smith, JTEDC President

Grantee:

Print Name: _____

Name of Business: _____

Business Address: _____

Grantee's Signature: _____