

# **BROWNSBORO ECONOMIC DEVELOPMENT CORPORATION BUSINESS IMPROVEMENT GRANT PROGRAM**

## **Section 1. Sponsor**

Brownsboro Economic Development Corporation

## **Section 2. Purpose**

The purpose of this Program is to enhance the economic vitality of the City of Brownsboro by encouraging visually appealing physical improvements to existing businesses within the Brownsboro city limits.

## **Section 3. Grant Type**

- A. FAÇADE IMPROVEMENT:** Improvements to storefronts, including, but not limited to, items such as painting, reconstruction and remodeling  
**Up to 50% matching grant**
- B. SIGN IMPROVEMENTS:** Sign renovations on legal conforming signs and new signs when replacing an existing non-conforming sign. (Work on existing non-conforming signs not applicable.)  
**Up to a 50% matching grant**
- C. PROPERTY IMPROVEMENT:** Items such as landscaping, lighting, sidewalk, drainage, driveway, and parking lot improvements  
**Up to 50% matching grant**
- D. DEMOLITION IMPROVEMENT:** Demolition of signs or structures  
**Up to a 50% matching grant**

## **Section 4. Application & Approval**

- A. Applications must be made on a form provided by Brownsboro EDC and may be obtained at the Brownsboro Economic Development office at the City of Brownsboro located at 11351 Willow St. Brownsboro, TX 75756 or by visiting:  
<https://www.brownsboro.us/>
- B. One (1) original and one (1) copy of an application must be submitted.
- C. Proof of ownership of the property will be required of Applicants.
- D. An Applicant operating in a leased facility must apply jointly with property owner. Copies of a lease agreement and proof of ownership will be required.
- E. All applications must contain a cost estimate (bid) from a minimum of two (2) qualified contractors or suppliers.
- F. Brownsboro EDC may request additional information or clarification from Applicant.
- G. Application should include photos of the existing condition to be improved and a rendition of improvements to be made.

- H. Brownsboro EDC may approve an application grant with provisions, conditions or other requirements as it may from time-to-time deem appropriate.
- I. Applications may include multiple grant type requests for the same business.
- J. Applicants will be notified in writing of Brownsboro EDC's approval or disapproval of an application. If approved, a Grant Agreement will be presented to Applicant for signature, to then be presented to the City of Brownsboro EDC Board and City Council for approval.

## **Section 5: Restrictions**

- A. Labor provided by the Applicant or his/her employees may not be included in the cost estimate of the project and is not reimbursable through this Grant Program, as grants provided are reimbursement grants, for a cash match of up to 50% of funds expended by an Applicant, not to exceed the amounts set out in Section 3.
- B. Grant Funding will be limited to one (1) grant type to any one (1) Applicant or joint Applicant during a calendar year. However, multiple grant types may be applied for through one application.
- C. Business facilities also serving as a residence are not eligible nor are properties zoned residential.
- D. Applicants, businesses and/or properties which have outstanding financial obligations to Brownsboro EDC or the City of Brownsboro, such as liens, court fines, city utility bills, or delinquent property taxes are not eligible.
- E. Improvements must be made in accordance with project drawings, specifications, and information provided in the application and as approved by Brownsboro EDC.
- F. Applicant must obtain all applicable permits related to the improvement project.
- G. Applicant may not knowingly employ an undocumented worker as defined by law.
- H. If landscaping is considered as part of the grant, an underground irrigation system shall be employed and landscaping shall be irrigated and maintained and warranted by the Applicant for a minimum of (1) year from the date of installation to be replaced by Applicant if the landscaping becomes deceased, damaged or dies.
- I. Improvements may not commence prior to having received written approval for a grant from Brownsboro EDC and execution of a Grant Agreement.
- J. Improvements must be completed within six (6) months of the approval of the Grant Agreement by the City of Brownsboro.
- K. Applicant shall fully comply with all federal and Texas laws, including, but not limited to those involving civil rights, employment, drug-free workplace, the handicapped, and specifically agrees that it will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being disabled.

## **Section 6. Evaluation of Applications**

- A. Brownsboro EDC reserves the sole discretion to approve or deny a grant application. The Applicant accepts that decisions relating to the award of grant funds involves subjective judgments on the part of Brownsboro EDC, including the aesthetics of the proposed project, the proposed project as an improvement to the property, the benefit to the City of Brownsboro, total funds to be expended by Applicant, productive life of improvements and the availability of funds budgeted by Brownsboro EDC.
- B. Brownsboro EDC reserves the right to utilize outside resources it deems necessary for assistance in its decision making process.
- C. Brownsboro EDC reserves the right to waive any requirement(s) herein contained, and/or add any requirements it deems appropriate in making its determination of approval or disapproval of a grant application.

### **Section 7. Funding**

- A. Applicant shall provide Brownsboro EDC with written notification of project completion stating that all improvements have been completed in accordance with the application, approval and Grant Agreement, and that full payments have been made for all labor and materials with attached paid receipts for materials and labor, required permits, inspection reports and project photographs.
- B. Upon receipt of a notification of completion, an on-site inspection may be made by a representative or representatives of Brownsboro EDC. Such inspection shall not be considered in any way as a reflection of Brownsboro EDC's approval on the quality, safety, reliability of the improvements, such being the sole responsibility of Applicant.
- C. Following on-site inspection, Brownsboro EDC will review the findings and request additional information if needed and notify the Applicant of compliance or items of non-compliance. Failure to correct the items of non-compliance within thirty (30) days of notice shall be cause for cancellation of the Grant Agreement.
- D. On finding by the Brownsboro EDC Board of Directors of completion of the project and approval, payment of the grant funds will be made.

### **Section 8. General**

- A. The Brownsboro EDC Board reserves unto itself the right to amend or end this Grant Program as it may from time-to-time find desirable.
- B. This Grant Program does not create any property, contract, or other legal rights in any person.
- C. Brownsboro EDC, its employees and its agents, do not attest to the quality, safety, or construction of a project eligible for, or receiving grant funding.