



## Downtown MEGA Grant Program

### Purpose

The purpose of this grant program is to assist with the growth and revitalization of the Downtown District in Dayton by promoting new development, business expansion, and renovation of existing buildings/businesses in accordance with the Unified Development Code, Building Code, or ADA Regulations.

The MEGA Grant Program is designed to overhaul and address all significant issues related to a structure located in the Downtown District. Businesses and Facilities should utilize this grant to complete any and all improvements necessary to address UDC, ADA, or Building Code deficiencies and beautifying and cleaning up the exterior of the facility, or permanent interior renovations.

### Eligible Grant Activities

- **Façade Improvements:** Improvements to the exterior of a building that are visible from public right-of-way. These improvements may include awnings, lighting, replacement of windows and doors, restoration of historical façade design elements that may be missing or in disrepair. Painting must be part of a larger project and will only be eligible if it enhances the façade and is not considered maintenance painting. Permanent exterior improvements that address significant code compliance issues with either UDC, Building Code or ADA regulations.
- **Interior Renovations:** Permanent interior renovations that address significant code compliance issues with either UDC, Building Code, or ADA regulations. e.g. The installation of a grease trap, handicap accessible restrooms.
- **Demolition & New Construction:** Buildings located within the Downtown District that are structurally deficient and/or cannot be put into use are eligible for a grant under this program to demolish and construct a new facility.

## Downtown District



## Eligibility

- A. All business buildings and facilities located within the Downtown Dayton TIRZ are eligible to notify the DEDC of interest in participating in the grant program.
- B. The DEDC Board of Directors shall open a Project Request period of 45 days on October 1<sup>st</sup> of each year, to allow for businesses or properties to notify the DEDC of interest in participating.
- C. The DEDC Grant Committee shall review and make recommendations to the DEDC for the project(s) that have the most impact or demonstrate the most need for approval.
- B. The proposed project must comply with applicable regulations, city- approved planning studies, comprehensive plan designations, City Ordinances, Building Codes, and Americans with Disabilities Act Guidelines.
- C. All businesses and property must be current and provide DEDC with documentation providing they are current with all Ad Valorem and Sales Taxes.
- D. All retail/service businesses must be open a minimum of 30 hours per week.
- E. Grants may not be used for refinancing existing loans, working capital, inventory, permits, inspections, security fencing or gates, home occupations, roof repair or replacement, interior remodeling, new construction, and routine maintenance.
- F. Grant funds are provided on a 75-25 match basis, and shall not exceed \$40,000.

- G. Proof of the 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.
- H. Businesses may only be awarded one grant per grant cycle (October 1 – September 30).
- I. If the property is sold or the business closes within 24 months of receiving grant funding, the grant funding shall be repaid to the Dayton Economic Development Corporation.
- J. Grants shall not be awarded for work that is already completed or started, or for projects that have been awarded to contractors prior to grant approval.
- K. Grant applicants must supply at least 2 estimates for the entire grant projects, which shall include at least one local contractor, if applicable. Grant components may be broken out, but 2 estimates are required for each component. e.g. 2 sign estimates, 2 interior renovation estimates. Should a Dayton business not respond, applicant must provide documentation evidencing that a request for quote was requested.

### **Guidelines**

- A. Proof of the 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. Grants amounts shall be awarded based on the lowest estimate to complete the work. Grant applicants may choose to hire another estimator, but it shall not increase the amount of the grant.
- C. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the Dayton Economic Development Corporation Board of Directors and after the applicant submits to the DEDC proof of paid receipts for all applicable labor and materials. Digital photographs of the completed work shall also be required.
- D. No grant funds shall be utilized to reimburse the property or business owner or their employees for any labor associated with the grant project.
- E. Grant funds shall be paid out directly to the applicant and not to any contractors. Grant applicants must submit a W-9 and any other required paperwork to the Dayton Economic Development Corporation to be eligible for payment.
- F. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the DEDC Board of Directors. Thereafter, any modifications must first receive written approval by either the DEDC Board or the DEDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
- G. 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.
- H. 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.

- I. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the DEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
- J. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the DEDC.
- K. The applicant must complete the improvement project within three (3) months of receiving written approval therefor from the DEDC, unless otherwise indicated by the DEDC Board of Directors. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the DEDC Board of Directors, if substantial progress has been made on the project.
- L. 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 and subsequently closes, within thirty-six (36) 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 DEDC the grant money received.
- M. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the DEDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirty (30) days after the DEDC notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the Dayton Economic Development Corporation.
- N. 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), the applicant shall repay the amount of the grant funds received by the applicant, with interest, at the rate of 10% per annum, within thirty (30) days after the DEDC notifies the applicant of the violation.
- O. The DEDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the DEDC under paragraphs L, M, and N of this Section, and in such action may recover court costs and reasonable attorney's fees.

### **Application and Approval**

- A. Applications must be made on a form provided by the DEDC, which form shall be made available at the DEDC offices located at 117 Cook St., Dayton, TX 77535 and on the DEDC website at [www.daytontx.com](http://www.daytontx.com).
- B. The grant application must include:
- Request Letter describing proposed project and the need for grant funds.

- Establishment of business entity name (Copy of Articles of Incorporation, dba, etc.)
  - Certificate of Good Standing from the Texas Secretary of State
  - Copy of Lease Agreement (if facility is leased)
  - Legal description of subject property
  - Vicinity map of subject property
  - Estimates of proposed improvements. This quote shall be utilized only for the purpose of determining the amount of grant needed for the project and any costs incurred in obtaining the quote shall be the responsibility of the applicant, not the DEDC.
    - Itemized work estimates which include details and information such as color samples of paint, fabric, sign material
  - Digital Picture of Property and the area to be improved
  - Notarized Seal on Application
  - Acknowledge that a sign will be placed at your property indicating it has been awarded grant funds from the Dayton Economic Development Corporation
- C. All applications must be approved by the DEDC Board of Directors
- D. An applicant shall be notified, in writing or email, within (10) ten business days of the DEDC Board's decision to approve or disapprove its application.
- E. The DEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the DEDC deems necessary or appropriate.
- F. The DEDC Board of Directors shall have sole discretion to accept or reject application. Application are submitted on a competitive basis and will be graded on but not limited to:
1. Those applicants that best match our Economic Comprehensive Plans, including Downtown Revitalization Plan.
  2. Needs of the City of Dayton and DEDC.
  3. Those that will be beneficial for the growth of our Dayton's Economic Development.
- G. During the DEDC meeting to take action on the grant request by the APPLICANT, the board will conduct a Public Hearing which is followed by a 60-day public comment period. No reimbursements will be dispersed until the 60-day public comment period has passed. If public comments are received, the board will review and take any appropriate action.

## **Funding**

- A. Upon notification to the DEDC by the applicant that a project has been completed, an inspection by a DEDC 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 be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens and claims regarding such work have been released, or any other item that the DEDC may reasonably deem necessary for determining the project's completion.

B. The DEDC agrees to distribute such funds to the applicant within sixty (60) 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.

C. Within ten (10) business 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 DEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the Executive Director shall issue a letter to the applicant indicating any and 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, and the applicant shall be ineligible to receive grant funding.

D. Available funding: The DEDC has budgeted \$40,000 per the current fiscal year (October 1 to September 30) to fund downtown improvement grants. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The DEDC retains sole discretion to accept or reject applications received after the available funding has been exhausted.

### **Miscellaneous**

A. THE DAYTON ECONOMIC DEVELOPMENT 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 AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA  
FOR DOWNTOWN IMPROVEMENT GRANT PROGRAM BY THE DAYTON ECONOMIC DEVELOPMENT  
CORPORATION**

Applicant:

Address:

Phone No.:

Signature:

Property Owner/Landlord:

Address:

Phone No.:

Signature:



**APPLICATION  
for  
DOWNTOWN MEGA GRANT PROGRAM**

I (We), hereinafter referred to as “APPLICANT”, on behalf of the identified entity, submit to the Dayton Economic Development Corporation, hereinafter referred to as “DEDC”, this application for consideration of a Downtown Improvement Grant under the provisions of the DEDC’s Downtown MEGA Grant Program.

As part of this application, APPLICANT represents to DEDC the following:

1. APPLICANT has received a copy of the DEDC’s Guidelines and Criteria for the Downtown MEGA Grant Program. APPLICANT acknowledges to DEDC that in making this application, APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of DEDC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of DEDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, “Application for Downtown Improvement Grant” either in an individual capacity, jointly, or in a representative capacity, and APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that DEDC may rely thereon as if the same had been signed by APPLICANT or APPLICANT’S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.



4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Downtown Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the DEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the DEDC. The form of such payment shall be a cashier’s check or money order, made payable to the Dayton Economic Development Corporation. The DEDC has the right to recover court costs and reasonable attorney’s fees as a result of any civil action required to recover such repayment.
6. Prior to APPLICANT’S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the Downtown MEGA Grant Program shall not be construed in favor of one party over the other based on the drafting of this application.
7. APPLICANT and owner/landlord indemnify, defend, and hold DEDC harmless from any liability, injury, claim, expenses, and attorney’s fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
8. DEDC has delivered a copy of the guidelines and criteria for a Downtown MEGA Grant Program to APPLICANT for review, and the delivery hereof does not constitute an offer of an improvement grant.
9. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the Downtown MEGA Grant Program. If any provision of this application for Downtown MEGA Grant Program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.



Contact Information

Company Name: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

Primary Contact Name: First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Description of Business Activity: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAICS: \_\_\_\_\_ Company Age: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

### Project Information

Project Type: \_\_\_\_\_

Project Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Will the Project Property Owned or Leased? \_\_\_\_\_ Owned \_\_\_\_\_ Leased

Lease Rate: \_\_\_\_\_/sf SF Leased:

\_\_\_\_\_ Term of Lease: \_\_\_\_\_

Landlord: \_\_\_\_\_

Address of Landlord: \_\_\_\_\_

Landlord Phone Number: \_\_\_\_\_

New or Existing Business: \_\_\_\_\_ New \_\_\_\_\_ Existing

Number of Existing Employees: \_\_\_\_\_ Full-Time \_\_\_\_\_ Part-Time

Number of New Employees: \_\_\_\_\_ Full-Time \_\_\_\_\_ Part-Time

Description of the Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Overall Project Cost Estimate: \_\_\_\_\_

## **Other Documentation**

Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located.

Please attach a vicinity map locating the property within the City of Dayton.

Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements.

Please attach a letter addressing the need for the project as well as need for the DEDC grant funds.

Please attach at least 2 estimates for grant projects, which shall include at least one local contractor, if applicable. Grant components may be broken out, but 2 estimates are required for each component. Should a Dayton business not respond, applicant must provide that a request for a quote was requested.

**Verification**

I (We), the undersigned APPLICANT(S), certify that all the information furnished DEDC has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Dayton Economic Development Corporation may or may not grant a Downtown Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Dayton Economic Development Corporation on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Applicant: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

The State of Texas  
County of Liberty

Before me, the undersigned authority, on this day personally appeared

\_\_\_\_\_, known to me to be the persons whose

names are subscribed to the foregoing instrument, and acknowledged to me and that they

executed the same for the purposes therein expressed.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_



Co-Applicant: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

The State of Texas  
County of Liberty

Before me, the undersigned authority, on this day personally appeared

\_\_\_\_\_, known to me to be the persons whose  
names are subscribed to the foregoing instrument, and acknowledged to me and that they  
executed the same for the purposes therein expressed.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_



Property Owner/Landlord: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

The State of Texas  
County of Liberty

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