

DOWNTOWN REIMBURSEMENT GRANT INCENTIVE AGREEMENT

This Downtown Reinvestment Grant Agreement (the “Agreement”) is entered into by and between the City of Denton, Texas (the “City”), duly acting herein by and through its Mayor, and Robert Mullins, representing Armadillo Brewing Company, aka Armadillo Ale Works (the “Grantee”), duly authorized to do business and in good standing in the State of Texas, duly acting herein by and through its authorized officer.

WHEREAS, the City has adopted a resolution which provides that it elects to be eligible to participate in downtown reinvestment grant incentives and has adopted guidelines and criteria governing downtown reinvestment grant incentive agreements known as the Denton Downtown Reinvestment Grant Incentive Program; and

WHEREAS, on the 3rd day of April, 2007, the City Council of Denton, Texas (the “City Council”) adopted the Denton Downtown Incentive Reimbursement Program (the “Program”), a copy of which is on file in the City of Denton Economic Development Office and which is incorporated herein by reference; and

WHEREAS, the Denton Downtown Incentive Reimbursement Program Policy constitutes appropriate “guidelines and criteria” governing downtown reinvestment grant incentive agreements to be entered into by the City; and

WHEREAS on October 13, 2011, the Downtown Task Force recommended changes to the original Downtown Incentive Reimbursement Grant Program; and

WHEREAS on November 1, 2011, the Economic Development Partnership Board recommended the changes to the City Council of the City of Denton, including changing the name of the program to “Downtown Reinvestment Grant Program” (the “Program”); and

WHEREAS, on December 6, 2011, the City Council approved said changes to the Downtown Reinvestment Grant Program; and

WHEREAS, the Owner will be the Owner, as of the Effective Date (as hereinafter defined), which status is a condition precedent, of certain real property, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference and made a part of this Agreement for all purposes (the “Premises”) as of the Effective Date; and

WHEREAS, on the 15th day of September, 2015, Owner submitted an application for reinvestment with various attachments to the City concerning the contemplated use of the Premises (the “Application”), which is attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, the City Council finds that the contemplated use of the Premises, the Contemplated Improvements (as hereinafter defined) to the Premises as set forth in this Agreement, and the other terms hereof are consistent with encouraging development in accordance with the

purposes and are in compliance with the Ordinance and Program and similar guidelines and criteria adopted by the City and all applicable law;

NOW, THEREFORE, the City and Owner for and in consideration of the premises and the promises contained herein do hereby contract, covenant, and agree as follows:

1.

TERMS AND CONDITIONS OF REIMBURSEMENT

A. In consideration of and subject to the Owner meeting all the terms and conditions of reimbursement set forth herein, the City hereby grants the following reimbursement:

1. A reimbursement in an amount not to exceed \$25,000 attributable to new capital investments, as hereinafter described, being constructed on the Premises.

B. A condition of the Reimbursement is that, by September 20, 2017 (subject to force majeure delays not to exceed 180 days), a capital investment in the form of façade work , as described in Exhibit “B” be constructed on the Premises. For the purposes of this paragraph, the term “force majeure” shall mean any circumstance or any condition beyond the control of Owner, as set forth in Section XXI “Force Majeure” which makes it impossible to meet the above-mentioned thresholds.

C. The term “capital investment” is defined as the construction, renovation and equipping of façade work, as described in Exhibit “C” (the “Improvements on the Premises”, the “Contemplated Improvements” or “Improvements”) to include costs related to the construction of the Improvements on the Premises.

D. A condition of the Reimbursement is that the Contemplated Improvements be constructed and the Premises be used substantially in accordance with the description of the project set forth in Exhibit “B”.

E. Owner agrees to comply with all the terms and conditions set forth in this Agreement.

2.

CONDITION OF REIMBURSEMENT

A. At the time of the award of the Grant, all ad valorem real property taxes with respect to said property owned within the City shall be current.

B. Prior to the award of the Grant, Grantee shall have constructed the Capital Improvements as specified in Exhibit “B”.

3.

RECORDS AND EVALUATION OF PROJECT

A. The Owner shall provide access and authorize inspection of the Premises by City employees and allow sufficient inspection of financial information related to construction of the Improvements to insure that the Improvements are made and the thresholds are met according to the specifications and conditions of this Agreement. Such inspections shall be done in a way that will not interfere with Owner's business operations.

4.

GENERAL PROVISIONS

A. The City has determined that it has adopted guidelines and criteria for the Downtown Reinvestment Grant Program agreements for the City to allow it to enter into this Agreement containing the terms set forth herein.

B. The City has determined that procedures followed by the City conform to the requirements of the Code and the Policy, and have been and will be undertaken in coordination with Owner's corporate, public employee, and business relations requirements.

C. Neither the Premises nor any of the Improvements covered by this Agreement are owned or leased by any member of the City Council, any member of the City Planning and Zoning Commission of the City, or any member of the governing body of any taxing units joining in or adopting this Agreement.

D. In the event of any conflict between the City zoning ordinances, or other City ordinances or regulations, and this Agreement, such ordinances or regulations shall control.

5.

NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designated in writing, by certified mail postage prepay, by hand delivery or via facsimile:

GRANTEE:

Robert Mullins
Armadillo Brewing Company
PO Box 3
Denton, Texas 76202

CITY:

Howard Martin, Interim City Manager
City of Denton
215 East McKinney
Denton, Texas 76201
Fax No. 940.349.8596

6.

CITY COUNCIL AUTHORIZATION

This Agreement was authorized by the City Council by passage of an enabling ordinance at its meeting on the 10th day of January, 2012, authorizing the Mayor to execute this Agreement on behalf of the City, a copy of which is attached hereto and incorporated herein by reference as Exhibit "D".

7.

SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word. In the event that (i) the term of the Grant with respect to any property is longer than allowed by law, or (ii) the Grant applies to a broader classification of property than is allowed by law, then the Grant shall be valid with respect to the classification of property abated hereunder, and the portion of the term, that is allowed by law.

8.

OWNER STANDING

Owner, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and Owner shall be entitled to intervene in said litigation.

9.

APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas and is fully performable in Denton County, Texas. Venue for any action under this Agreement shall be in Denton County,

10.

ENTIRE AGREEMENT

This instrument with the attached exhibits contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement.

11.

BINDING

This Agreement shall be binding on the parties and the respective successors, assigns, heirs, and legal representatives.

12.
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.
SECTION AND OTHER HEADINGS

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14.
NO JOINT VENTURE

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby disavowed.

15.
AMENDMENT

This Agreement may be modified by the parties hereto to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement.

16.
FORCE MAJEURE

If, because of flood, fire, explosions, civil disturbances, strikes, war, acts of God, or other causes beyond the control of either Party, either Party is not able to perform any or all of its obligations under this Agreement, then the respective Party's obligations hereunder shall be suspended during such period but for no longer than such period of time when the party is unable to perform.

This Agreement is executed to be effective 30 days after the executed date of the _____ day of _____, 2016, (the "Effective Date") by duly authorized officials of the City and Owner.

PASSED AND APPROVED this the _____ day of _____, 2016.

CITY OF DENTON

HOWARD MARTIN
INTERIM CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

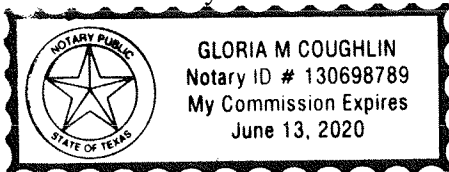
BY: *John M. K...*

Robert Mullins
ROBERT MULLINS, OWNER

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for said State of Texas, on this day personally appeared Robert Mullins, Owner ^{GMC} ~~Howard Martin, Interim City Manager for the City of Denton,~~ known to me to be the person who signed and executed the foregoing instrument, and acknowledged to me that this instrument was executed for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 6 day of September, 2016.



Gloria M Coughlin
Notary Public in and for the
State of Texas
My Commission Expires: June 13, 2020

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for said State of Texas, on this day personally appeared Robert Mullins, Owner ^{GMC} known to me to be the person who signed and executed the foregoing instrument, and acknowledged to me that this instrument was executed for the purposes and consideration therein expressed.

Given under my hand and seal of office this the ____ day of _____, 2016.

Notary Public in and for the
State of _____
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for said State of Texas, on this day personally appeared Howard Martin, Interim City Manager for the City of Denton, known to me to be the person who signed and executed the foregoing instrument, and acknowledged to me that this instrument was executed for the purposes and consideration therein expressed.

Given under my hand and seal of office this the ____ day of _____, 2016.

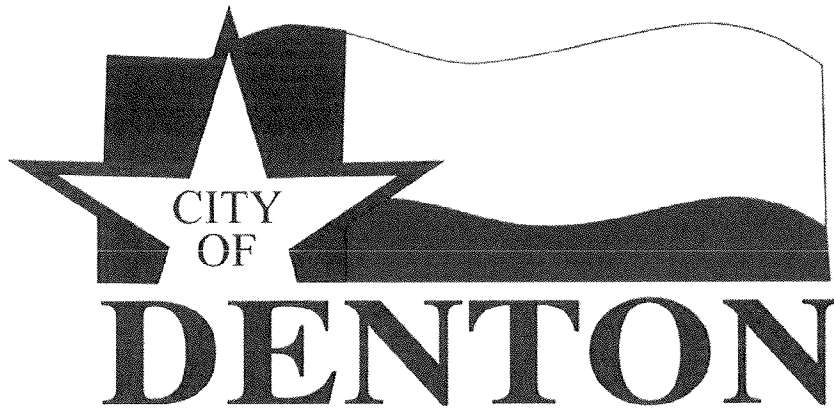
Notary Public in and for the
State of Texas
My Commission Expires: _____

Exhibit A

Legal Description

A1184a H. Sisco, Tr 78, .161 Acres, Old Dcad Tr 59

Exhibit B



CITY OF DENTON DOWNTOWN REINVESTMENT GRANT PROGRAM APPLICATION

City of Denton
Department of Economic Development
215 E. McKinney Street
Denton, TX 76201
940-349-7732
www.cityofdenton.com
Julie.glover@cityofdenton.com

Downtown Reinvestment Grant Program Application

Please return completed with necessary attachments and signature to Economic Development office, 215 E. McKinney no later than 5 pm by the first Monday of each month. If you have any application questions, please contact the Economic Development Program Administrator at 940-349-7732.

Applicant Name Robert Mullins		Date 9/15/2015
Business Name Armadillo Brewing Company - "Armadillo Ale Works"		
Mailing Address PO Box 3 Denton, TX 76202		
Contact Phone 940-783-1536	Email Address bobby@armadilloaleworks.com	
Building Owner (if different from applicant) Transit Center Investments L.C. and Pensco Trust Co. - Joe Northern and Randall Smith		
Historical/Current Building Name Former Stanford Muffler and The Hive		
Project Site/Address 215, 217, & 221 South Bell Avenue Denton, TX 76201 (Replatted all 3 addresses to 221 S. Bell Ave)		

Type of Work: (check all that apply)

Paint Only	<input checked="" type="checkbox"/>	Façade & Building Renovation	<input checked="" type="checkbox"/>
Signage	<input checked="" type="checkbox"/>	Awnings	<input checked="" type="checkbox"/>
Utility Upgrades	<input checked="" type="checkbox"/>	Impact Fees	<input checked="" type="checkbox"/>

Details of Planned Improvements relating to Grant Request (attach additional information if necessary)

Fresh paint on entire building as well as hand-painted branding and accents on the northern and western exterior walls of the building. We will commission local artists, such as Dan Black, to paint murals on the eastern exterior walls. Repairs and sealants are needed in areas for brick and aggregate materials. Decorative railing will be added for an outdoor patio on the northern side of the building. Electrical service upgrades and associated labor and equipment are needed as well. An illuminated Armadillo Ale Works sign will also be installed on the northern exterior of the building.

How will this project benefit Downtown? Craft breweries foster community and increase tourism. With our
proximity to the A-Train station and the Square, we believe that our brewery will achieve those things and more. Our products
will be distributed throughout DFW and eventually the State and we want each bottle, can, and pint of our beer to be an
advertisement for Denton to encourage people to come visit us and explore everything else the heart of this City has to offer.
In addition, we will be giving this building some much needed TLC. It is one of the first things visitors see when visiting
Downtown by train or car, so it is critical that it be revitalized to become a more accurate representation of the Downtown Denton
atmosphere.

Project Expenditures	Estimated Costs	Grant Requested
Façade/Building Rehab	\$32,300.00-\$47,300.00	MAX ELIGIBLE
Awnings	NONE	NONE
Signs	\$15,080.00	MAX ELIGIBLE
Impact Fees	unknown	NONE
Utility Upgrades	\$24,617.00	MAX ELIGIBLE
Totals	\$71,997.00-\$86,997.00	\$25,000.00

TOTAL COST OF PROPOSED PROJECT

\$ 1,687,000.00

TOTAL GRANT REQUEST

(May not exceed 50% of TOTAL COST up to \$25,000)

\$ 25,000.00

*Attach with all required color samples of paint, awning/canopy, sign design, etc., as well as
photographs of building's exterior facade, roof and foundation.*

Bobby Mullins
Applicant's Signature

9/15/2015

Date

DOWNTOWN REINVESTMENT GRANT AGREEMENT FORM


Please complete and return with Downtown Reinvestment Grant Application to Economic Development office, 215 E. McKinney no later than 5 pm by the first Monday of each month. If you have any questions, please contact the Economic Development Program Administrator at 940-349-7732.

I have met with the Economic Development Program Administrator, and I have read and fully understand the Downtown Reinvestment Grant procedures established by the Denton City Council. I intend to use this grant program for the aforementioned renovation projects to advance the efforts of revitalization and historic preservation of Denton's historic downtown. *I have not received, nor will I receive insurance monies for this revitalization project.*

I understand that if I am awarded a Downtown Reinvestment Grant by the City of Denton, any deviation from the approved project may result in the partial or total withdrawal of the grant. (If I am awarded a reinvestment grant for façade, awning or sign work and the façade, sign or awning is altered for any reason within **one (1) year** from construction, I may be required to reimburse the City of Denton immediately for the full amount of the grant.)

Armadillo Brewing Company - DBA "Armadillo Ale Works"

Business/Organization Name

	Robert Mullins	5/5/2016
<i>Applicant's Signature</i>	<i>Printed Name</i>	<i>Date</i>

<i>Building Owner's Signature (if different from applicant)</i>	<i>Printed Name</i>	<i>Date</i>
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This section is to be completed by Economic Development staff

<i>Date considered by DTTF</i>	<i>Recommendation</i>	<i>Staff Signature</i>
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<i>Date considered by City Manager</i>	<i>Recommendation</i>	<i>City Manager Signature</i>
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<i>Date considered by EDPB</i>	<i>Recommendation</i>	<i>Staff Signature</i>
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Exhibit C

How will this project benefit Downtown? Craft breweries foster community and increase tourism. With our
proximity to the A-Train station and the Square, we believe that our brewery will achieve those things and more. Our products
will be distributed throughout DFW and eventually the State and we want each bottle, can, and pint of our beer to be an
advertisement for Denton to encourage people to come visit us and explore everything else the heart of this City has to offer.
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TOTAL COST OF PROPOSED PROJECT

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TOTAL GRANT REQUEST

(May not exceed 50% of TOTAL COST up to \$25,000)

\$ 25,000.00

Attach with all required color samples of paint, awning/canopy, sign design, etc., as well as photographs of building's exterior facade, roof and foundation.

Bobby Mullins
Applicant's Signature

9/15/2015

Date

Exhibit D

ORDINANCE NO. 2012-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENTON, TEXAS, AMENDING THE DOWNTOWN INCENTIVE REIMBURSEMENT GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 14, 2007, the Downtown Task Force unanimously recommended creating an incentive program to promote desired development/redevelopment in the downtown area of the City of Denton; and

WHEREAS, on April 3, 2007, the City Council of the City of Denton adopted the Downtown Incentive Reimbursement Grant Program; and

WHEREAS on October 13, 2011, the Downtown Task Force recommended changes to the original Downtown Incentive Reimbursement Grant Program; and

WHEREAS on November 1, 2011, the Economic Development Partnership Board recommended the changes to the City Council of the City of Denton, including changing the name of the program to "Downtown Reinvestment Grant Program;" and

WHEREAS, on December 6, 2011, the City Council reviewed changes to the Downtown Reinvestment Grant Program; NOW, THEREFORE,

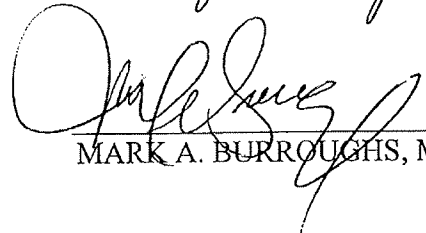
THE CITY COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council of the City of Denton hereby approves the changes to the Downtown Reinvestment Grant Program, which is attached to and made a part of this ordinance for all purposes.

SECTION 2. The City Council will fund the program in an amount to be considered annually.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 10th day of January, 2012.


MARK A. BURROUGHS, MAYOR

ATTEST:

JENNIFER WALTERS, CITY SECRETARY

BY: Jennifer Walters

APPROVED AS TO LEGAL FORM:

ANITA BURGESS, CITY ATTORNEY

BY: A. W. Burgess

DENTON POLICY FOR DOWNTOWN REINVESTMENT GRANT PROGRAM

I. GENERAL PURPOSE AND OBJECTIVES

The City of Denton Economic Development department promotes Denton and its unique character through the redevelopment and revitalization of Downtown, historic preservation, community involvement, and by providing educational and technical assistance to business and property owners. With Downtown as a key focus area of the Economic Development Program, the City of Denton City Council adopted the following Downtown Reinvestment Grant Program.

Each fiscal year (October 1 through September 30), the City Council considers allocation of funds in the City's budget for the grant program. Applications are considered as they are received, and may be funded, if approved, until funds are depleted.

II. GRANT GUIDELINES

1. Commercial façade rehabilitation grant funds are available for exterior work on building facades that immediately overlook public streets located in the Downtown area as defined in the Downtown Implementation Plan (DTIP), see attached map, page 5.
2. Roof and foundation work on commercial buildings in the DTIP area may also be eligible for grant funds, providing costs do not exceed 50% of the grant request.
3. No grant applications will be accepted for work that has already been started or complete, or for work that is covered by insurance.
4. Grants are awarded on a reimbursement basis once completed work has been verified by City staff as compliant with the plans proposed in the approved application. Any deviation from the approved grant project may result in the total or partial withdrawal of the grant. Grants are awarded as a single payment to the applicant.
5. All submitted work will be reviewed based on the Secretary of the Interior's *Standards for Rehabilitation* (see page 5) and the City of Denton's Municipal Codes and Ordinances.
6. Grant applications and awards can be made in any of the reimbursable activities listed below and may be combined for any single property or project. However, the maximum award amount available annually per project is \$25,000.
7. An applicant is defined as an eligible property within the DTIP area. A single owner of multiple properties may apply for grant funds for each property owned, but may not receive more than \$25,000 per property.
8. **If an applicant is awarded a reinvestment grant for façade, awning or sign work and the façade, sign or awning is altered for any reason within one (1) year from construction, the applicant may be required to reimburse the City of Denton immediately for the full amount of the grant.**

9. Projects will be reviewed and ranked with the following considerations in mind:
- Project results in an increase in property valuation and/or generates sales tax revenue
 - Project rehabilitation reflects historic accuracy
 - Project improves the capacity of water, wastewater and electric utility services
 - Water/Wastewater impact fees are assessed
 - Project results in a significant increase in downtown population (residents and/or day or night users)
 - Location (i.e., proximity to the square, transit station or catalyst project)
 - Other appropriate impacts may be considered on a case-by-case basis

III. PROGRAM DETAILS

Reinvestment grants are available for the following types of projects:

Façade Rehabilitation and Building Renovation

Definition:

Removing slipcovers or non-historic/added facades, repointing brick or replacing mortar joints, replacing or restoring cornices, removing paint from brick, replacing windows, restoring transom windows, painting, roof and foundation work.

Grant Limits:

Façade rehabilitation and building grants are limited to a 50% match of the eligible projects costs, with a cap of \$25,000 per grant for façade, roof and foundation work. Roof and foundation repair may constitute no more than half of the request and shall only be considered for funding if included as a portion of a larger project.

Paint-only grants are limited to a 50% match with a cap of \$5,000 per grant.

Awnings & Signs

Definition:

Replacing, adding or repairing awnings & signs. Signs may include signboards, projecting signs and pedestrian signage (includes window sign, hanging sign and awning/canopy sign).

Grant Limits:

Awning grants are limited to a 50% match with a cap of \$5,000 per grant. Sign grants are limited to a 50% match with a cap of \$5,000 per grant.

Impact Fee Reimbursement

Definition: Reimbursement for City of Denton water and wastewater impact fees

Grant Limits:

Impact Fee grants are limited to a 50% match with a cap of \$25,000 per grant.

Utility Upgrades

Definition: Upgrades to water, wastewater and electrical service, includes interior upgrades as well as exterior service upgrades

Grant Limits:

Utility Upgrade grants are limited to a 50% match with a cap of \$25,000 per grant.

IV. GRANT APPLICATION PROCESS

1. Contact Economic Development Program Administrator to discuss project and determine eligibility. If requested, the Program Administrator will set up an appointment with the Texas Main Street Center's Architectural Assistance Program, which provides free assistance in selecting paint, color schemes and building and sign materials for building façade and signs.
2. Complete grant application form and sign the agreement form. Return the completed application form with all original itemized work estimates, color samples, drawings and example sign material of the proposed work to the Economic Development office at 215 E. McKinney no later than 5 pm the first Monday of each month. Applications should include:
 - a. Drawings of all proposed grant work to be done. Drawings may be prepared by the Texas Main Street Architect, the project architect, or contractor.
 - b. Color samples of all final paint selections and/or final building or sign material selections must be included with the application.
 - c. Itemized work estimates on all project work from contractors or project architects must be included with the application. (Self-contracted work will be reimbursed for eligible expenses, excluding labor.)
 - d. Photos of the building's exterior, interior, roof or foundation (areas where work is to be performed).
3. The approval process will include without limitation the following:
 - a. All projects must meet current building standards and codes, as well as building permit requirements.
 - b. Applicants are required to attend and present their grant reinvestment project to the Downtown Task Force (DTTF). Grants of \$10,000 and less will be subject to a recommendation by the DTTF and approval by the City Manager. The DTTF meets monthly, as needed.
 - c. Grants of more than \$10,000 must be reviewed and approved by the Economic Development Partnership Board (EDPB) prior to consideration by the Denton City Council. The EDPB meets monthly and will review submitted applications and consider the DTTF's recommendation.
 - d. If recommended by the EDPB, grants of more than \$10,000 will be placed on the City Council agenda and the Denton City Council will review the recommendations from the DTTF and EDPB. The DTTF and EDPB recommendations are advisory only, and no recommendation shall be binding on the Denton City Council. The Denton City Council has the final discretion with regard to funding and reserves the right to modify or reject any project or elements of any project.
 - e. Applications must be complete and contain all required information. Additional information requested by the DTTF, EDPB or the Denton City Council must be provided prior to consideration of the grant.
 - f. All construction bids submitted by an applicant must be current and must be dated no earlier than ninety (90) days prior to the application request. Bids shall be submitted on the contractor's or project architect's letterhead and shall contain the contractor's name, address, telephone number and shall itemize the bid in a manner that allows the DTTF, EDPB and Denton City Council to determine the bid components and authenticity of the bid.

- g. An applicant whose application that has been denied by the Denton City Council shall not be eligible to re-submit a grant application for six (6) months from the date the prior application was declined by the Denton City Council.
 - h. Applicants receiving approval shall commence construction described within the application within ninety (90) days from the date the grant is awarded. All applicants must complete the construction described in the application within one (1) year from the date the grant is approved. If the applicant is unable to commence construction within ninety (90) days from the date the grant is approved or complete construction within one (1) year from the date the grant is approved, the applicant may submit a written request for an extension for the commencement date or completion date provided the extension request is made prior to the ninety (90) day or one (1) year time limit. The DTTF or Denton City Council shall not be obligated to allow extensions, but may do so for good cause determined solely by the entity which authorized the grant. The extensions, if granted, shall be for the term and for the conditions determined exclusively by the entity which authorized the grant. An extension denial cannot be appealed and shall be final.
 - i. As a condition of this grant application, the applicant consents and shall allow the Economic Development staff to request City inspections to determine that the grant, if awarded, will not be used for construction on any building that is not in compliance with the City Municipal Codes and Ordinances that are applicable to the construction contemplated in the application.
 - j. No applicant has a proprietary right to receive grant funds. Each request will be considered on a case-by-case basis.
 - k. The applicant shall be required to furnish photographs of the building's exterior, roof and foundation after the construction is completed, as a condition of final grant reimbursement.
 - l. The applicant is required to obtain all applicable City permits and City approvals required for the construction if a grant is awarded.
 - m. An applicant should attend DTTF, EDPB and Denton City Council meetings in which consideration of the application occurs.
4. **Reimbursement:** When the grant project has been satisfactorily completed and reviewed, the applicant shall present the Economic Development office with copies of all paid invoices, including copies of cancelled checks and/or credit card receipts, for a single payment reimbursement of the approved funding. In addition, the applicant must complete a City of Denton Vendor Form and a Form 1099 to receive payment from the City. Vendor forms and 1099's will be provided by the Economic Development office.

DOWNTOWN IMPLEMENTATION PLAN AREA MAP

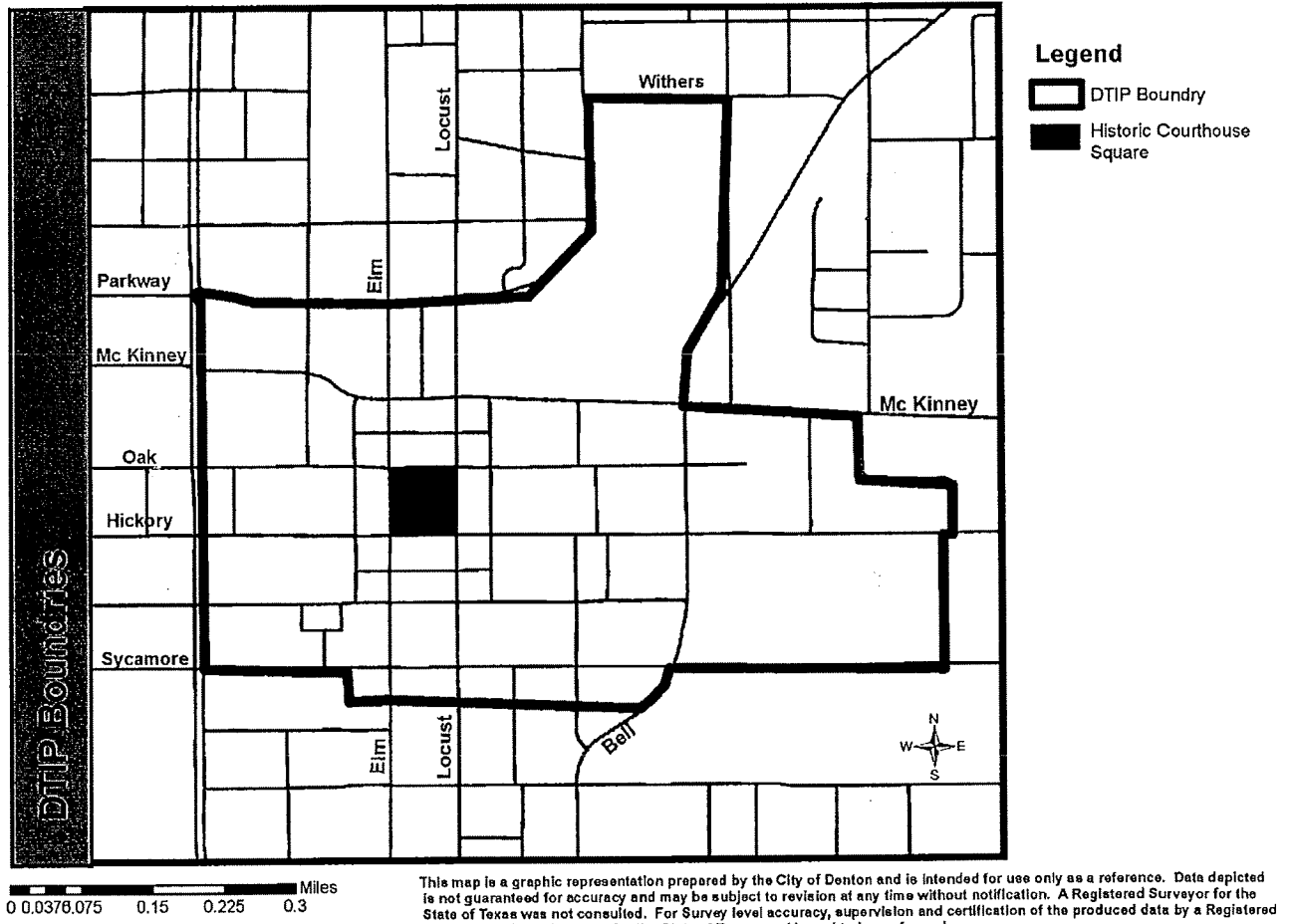


EXHIBIT A



CITY OF DENTON DOWNTOWN REINVESTMENT GRANT PROGRAM APPLICATION

City of Denton
Department of Economic Development
215 E. McKinney Street
Denton, TX 76201
940-349-7732
www.cityofdenton.com
Julie.glover@cityofdenton.com

Downtown Reinvestment Grant Program Application

Please return completed with necessary attachments and signature to Economic Development office, 215 E. McKinney no later than 5 pm by the first Monday of each month. If you have any application questions, please contact the Economic Development Program Administrator at 940-349-7732.

Applicant Name		Date
Business Name		
Mailing Address		
Contact Phone	Email Address	
Building Owner (if different from applicant)		
Historical/Current Building Name		
Project Site/Address		

Type of Work: (check all that apply)

Paint Only	<input type="checkbox"/>	Façade & Building Renovation	<input type="checkbox"/>
Signage	<input type="checkbox"/>	Awnings	<input type="checkbox"/>
Utility Upgrades	<input type="checkbox"/>	Impact Fees	<input type="checkbox"/>

Details of Planned Improvements relating to Grant Request (attach additional information if necessary)

How will this project benefit Downtown?

Project Expenditures	Estimated Costs	Grant Requested
Façade/Building Rehab		
Awnings		
Signs		
Impact Fees		
Utility Upgrades		
Totals		

TOTAL COST OF PROPOSED PROJECT

\$

TOTAL GRANT REQUEST

\$

(May not exceed 50% of TOTAL COST up to \$25,000)

Attach with all required color samples of paint, awning/canopy, sign design, etc., as well as photographs of building's exterior facade, roof and foundation.

Applicant's Signature

Date

DOWNTOWN REINVESTMENT GRANT AGREEMENT FORM

Please complete and return with Downtown Reinvestment Grant Application to Economic Development office, 215 E. McKinney no later than 5 pm by the first Monday of each month. If you have any questions, please contact the Economic Development Program Administrator at 940-349-7732.

I have met with the Economic Development Program Administrator, and I have read and fully understand the Downtown Reinvestment Grant procedures established by the Denton City Council. I intend to use this grant program for the aforementioned renovation projects to advance the efforts of revitalization and historic preservation of Denton's historic downtown. *I have not received, nor will I receive insurance monies for this revitalization project.*

I understand that if I am awarded a Downtown Reinvestment Grant by the City of Denton, any deviation from the approved project may result in the partial or total withdrawal of the grant. (If I am awarded a reinvestment grant for façade, awning or sign work and the façade, sign or awning is altered for any reason within **one (1) year** from construction, I may be required to reimburse the City of Denton immediately for the full amount of the grant.)

Business/Organization Name

Applicant's Signature

Printed Name

Date

Building Owner's Signature (if different from applicant)

Printed Name

Date

This section is to be completed by Economic Development staff

Date considered by DTF

Recommendation

Staff Signature

Date considered by City Manager

Recommendation

City Manager Signature

Date considered by EDPB

Recommendation

Staff Signature

REVIEW PROCESS

Total project scores can range from 0 to 30 points.

Recommendations will be based on:

0 - 14 points	=	No funding
15-19 points	=	Grant recommendation up to \$5,000
20-24 points	=	Grant recommendation up to \$10,000
25-30 points	=	Grant recommendation up to \$25,000

Grants more than \$10,000 will be subject to a recommendation by the Denton Economic Development Partnership Board and approval by the Denton City Council.

Grant applications will be scored based on:

- **Economic Impact – 0-5 Points**
 - Total investment dollars as provided in the grant application
 - Investment in structure construction or renovation (excluding purchase price)
 - Investment in furniture, fixtures and equipment; estimated taxable sales
- **Historic Accuracy – 0-5 Points**
 - New construction/complements existing buildings
 - Restores building to historic accuracy
 - Renovation of building with historic marker
(Local, state or national historic marker)
- **Upgrades to Utilities/Impact Fees -- 0-5 Points**
 - Requires upgrades in electrical service
 - Increases existing water/wastewater capacity
 - No existing utilities to structure
 - Extends water/wastewater lines (improves additional properties)
 - Impact fees may be ranked depending upon percentage of fees to eligible expenses
- **Increases Population -- 0-5 Points**
 - Increases consumer traffic (day or night)
 - Increases quality or high end residential units
- **Location -- 0-5 Points**
 - Near square or transit area
 - Potential to spur adjacent or nearby development
 - Catalyst project area
- **Other -- 0-5 Points**
 - Partners with other businesses (i.e., shared parking)
 - Project is a “target” business (i.e., grocery, pharmacy, “Denton Store”)
 - Promotes development of Denton Arts and Entertainment District

Grant Scoring System	0	1	2	3	4	5
Economic impact						
Historic accuracy						
Utility Upgrades/Impact fees						
Increases population						
Location						
Other						
Totals						