



City of Ennis

Historic Preservation Grant Application

In accordance with City of Ennis Ordinance 24-0319-F3, Historic Preservation Projects, the following application is made for a Historic Preservation Grant.

Name:

Property Address:

Project Cost:

Grant Amount Requested:



City of Ennis

Historic Preservation Grant

In accordance with City of Ennis Ordinance 24-0319-F3, Historic Preservation Projects, the following attachments are required for the grant application to be reviewed.

Packet Contents Check-List

Required attachments		
Application Form		Y/N
List of owners, investors and corporate officers with contact information		Y/N
Record plat of property and legal description		Y/N
Conceptual plan of improvements and intended uses		Y/N
Architectural drawings of all building elevations		Y/N
Certificate of Appropriateness (Historic Landmark Commission/City Planning Dept.)		Y/N
Five year business plan (pro forma)		Y/N
Detailed cost estimate (prepared by registered engineer or architect)		Y/N
Performance guaranty assurance form		Y/N
Property insurance assurance form		Y/N
Sales tax assurance form		Y/N
Grant recapture assurance form		Y/N

HISTORIC PRESERVATION GRANT PROGRAM

ELEGIBILITY & PERFORMANCE PREQUIREMENTS

- To be eligible to apply for an historic preservation grant, the applicant shall demonstrate a Major Historic Preservation Project (construction, reconstruction or restoration) within the National Register Historic Downtown District with a documented expenditure in an amount of no less than \$15,000.00 in eligible expenses.
- Certificate of Appropriateness: Each Historic Preservation Project which receives a Historic Preservation Grant must be completed in accordance with a Certificate of Appropriateness issued by the Ennis Historic Landmark Commission, if required.
- Performance Agreement: The City and the Historic Preservation Grant Recipient shall enter into a Performance Agreement which specifies the Historic Preservation Grant Recipient's performance requirements to receive and maintain the Historic Preservation Grant. Default: The Performance Agreement shall also set out provisions of Historic Preservation Grant Recipient's default and grant recapture by the City.
- Initiation and Completion: Recipient shall commence the project, (as defined as acquisition of all required City permits and commencement of construction activities) within 12 months (365 days) and complete construction within 24 months (730 days) of the date of execution of Historic Preservation Grant Performance Agreement.
- Lease requirements: Grant recipients shall lease a minimum of 50% of available space for the purposes of retail, restaurant, entertainment, and/or housing/lodging. If the recipient fails to lease 50% to any combination of the above "target businesses," then 1% of grant proceeds will be withheld for each 1% of leased space below the 50% minimum. The grant shall not decrease to lower than 15% regardless of tenancy type. In addition, the recipient shall obtain a minimum of a 50% occupancy rate for usable building space within two years of receiving the Certificate of Occupancy for any development receiving a Historic Preservation Grant and must maintain such occupancy for the remaining term of any performance agreement. Failure to continuously maintain a fifty (50) percent occupancy rate for a period of ninety (90) days shall constitute a breach of performance agreement and must be remedied within sixty (60) days following written notice of breach by the City.
- Letter of Completion Within thirty (30) days of the Recipient's compliance with the Historic Preservation Grant Performance Agreement, a Letter of Completion will be issued to the recipient from the City and will formally state that the property owner's performance requirements for the Historic Preservation Grant are satisfied and the letter of credit or other instrument will be released.
- Events of Default: In the event the Recipient does not complete the Project, in accordance with the plans, renderings, and certificate of appropriateness as approved by the EEDC and the City Commission and as represented in the original application documentation the Recipient will be considered in default. Upon receipt of City notification of said default, the recipient will have 90 days to sure said default in order the avoid repayment of any funds granted to recipient and / or future funds to be paid towards grants.

HISTORIC PRESERVATION GRANT PROGRAM

ELIGIBLE AND INELIGIBLE COSTS AND EXPENSES

General: The purpose of the historic preservation program is to restore the downtown building stock to a condition that facilitates economic activity and occupancy.

Project Cost: Is defined as those costs directly related to Construction, Reconstruction and Restoration of real property. Examples include, electrical, construction, plumbing, HVAC, masonry, roofing, structural, fire systems, façade improvement, streetscape and landscaping and include the associated materials, supplies and labor.

Eligible expenses:

1. Electrical systems and equipment
2. Construction framing, drywall, painting, etc.
3. Plumbing systems and equipment
4. HVAC systems and equipment
5. Masonry repair, replacement, new
6. Roofing repair, replacement, new
7. Structural repair, replacement, new
8. Fire systems, alarm systems, sprinkler systems and equipment
9. ADA improvements (Not counted toward another grant)
10. Façade improvements (Not counted toward another grant)
11. Streetscape improvements (Not counted toward another grant)
12. Landscaping improvements (Not counted toward another grant)
13. Contingency (Not to exceed 10% of the certified project cost)
14. Contractor Fees (Not to exceed 8% of the certified project cost)
15. Letter of Credit Fees

Ineligible expenses.

1. Finance charges
2. Engineering/Architectural design fees
3. Consulting expenses
4. Insurance
5. Demolition
6. Asbestos abatement
7. Expenses covered in any other City Grant i.e. façade, small business catalyst grant
8. Sales and use taxes
9. City fees (permitting, inspection, tap, meter, etc.)
10. Shipping/freight charges



Historic Preservation Grant Application

Instructions: Please complete in digital and hard copy. Submit the completed and signed original hard copy application form with the required attachments to: City of Ennis, Department of Economic Development , PO Box 220, Ennis, Texas 75120.

Legal Name of Applicant/Property Owner, Address and Contact Information

Legal Name:	Property Address:	Mailing Address, Phone and Email:

Current Appraised Property Value, Project Cost and Grant Amount Requested

Appraised Property Value:	Project Cost:	Grant Amount Requested:

Grant Award Limits

Approved Investment	Maximum Award
\$15,000 or Greater	22% (contingent upon fund availability)

The items / documents listed below must be attached for this application to be considered.

List of owners, investors and corporate officers with contact information?		Y/N
Record plat of property with address and legal description?		Y/N
Conceptual plan of proposed improvements with intended uses identified?		Y/N
Architectural drawings of all building elevations?		Y/N
Five year business plan (pro forma):		Y/N
Detailed cost estimate for the project (Prepared by Registered Engineer or Architect)		Y/N
Performance bond, Irrevocable Letter of Credit or acceptable Guaranty?		Y/N
Property insurance certificate?		Y/N

Reviews	Application Complete	
Economic Development	by:	
	date:	
Building Inspection	by:	
	date:	
Finance	by:	
	date:	
Architect	by:	
	date:	

Submittal Information:

Submitted By:	signature:	date:
Received By:	signature:	date:



City of Ennis

Historic Preservation Grant - Approvals and Certifications

In accordance with City of Ennis Ordinance 24-0319-F3, Historic Preservation Projects, the following approvals and/or certifications are made for an Historic Preservation Grant.

Performance Guaranty

**** Grant Applicant ****

Property Address	Owner	Property ID #

Performance Guaranty: The Historic Preservation Grant Recipient shall provide the City one of the following project completion guarantees prior to disbursement of Historic Grant Proceeds:

The Historic Preservation Grant Recipient shall provide a performance bond in the Amount of the Historic Preservation Grant. The performance bond shall be issued by a Texas licensed surety in a form acceptable to the City of Ennis. The City of Ennis shall be the named beneficiary of the performance bond which shall insure the completion of the Historic Preservation Project. The City of Ennis shall reimburse the Grant Recipient the premium cost for the performance bond. -OR-

The Historic Preservation Grant Recipient shall provide an irrevocable letter of credit in the amount of the Historic Preservation Grant. The irrevocable letter of credit shall be provided by a financial institution chartered within the State of Texas and shall be in a form acceptable to the City of Ennis. The City of Ennis shall be the named beneficiary of the letter of credit which shall be authorized by separate agreement and shall ensure the completion of the Historic Preservation Project. The City of Ennis shall reimburse the Grant Recipient reasonable costs for an irrevocable letter of credit. -OR-

The Historic Preservation Grant Recipient shall provide another type of legal instrument which provides financial recourse sufficient to allow recovery of the amount of the Historic Preservation Grant should the Historic Preservation Grant Recipient fail to complete the project. This legal instrument may be in the form of a collateral agreement, lien or other legal instrument acceptable to the City of Ennis.

Grant Applicant: I, the undersigned, do hereby provide assurances that I will provide one of the aforementioned performance guarantees acceptable to the City of Ennis in accordance with Ordinance 24-0319-F3 .

Name:	
Title:	
Date:	

Signature:	
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City of Ennis

Historic Preservation Grant - Approvals and Certifications

In accordance with City of Ennis Ordinance 24-0319-F3, Historic Preservation Projects, the following approvals and/or certifications are made for an Historic Preservation Grant.

Property Insurance

**** Grant Applicant ****

Property Address	Owner	Property ID #

Property Insurance: Until issuance of a Certificate of Occupancy, the Historic Preservation Grant Recipient shall maintain in force and shall provide evidence of a Builder's Risk Insurance Policy in the amount of the sum of the building value at the time of project commencement and all improvements being made to redevelop, restore and/or reconstruct the building. Existing building value shall be insured at actual cash value and improvement value shall be insured at replacement value. The City of Ennis shall be a named insured on the Builder's Risk Insurance Policy. The Builder's Risk Insurance Policy shall be issued by a surety acceptable to the City of Ennis.

Grant Applicant: I, the undersigned, do hereby provide assurances that I will provide the aforementioned insurance policy acceptable to the City of Ennis in accordance with Ordinance 24-0319-F3.

Name:	
Title:	
Date:	

Signature:	
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City of Ennis

Historic Preservation Grant - Approvals and Certifications

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Sales Tax Assurances

**** Grant Applicant ****

Property Address	Owner	Property ID #

Grant applicant gives assurances to make reasonable efforts to maximize sales tax payable to the City on equipment and construction materials by employing or requesting that its contractors employ the following measures; provided, however, it is acknowledged that the Improvements may require highly specialized materials that may not be available in the City of Ennis and that the recipient has pre-existing relationships with preferred vendors:

1. for materials that can be obtained at comparable pricing, quality, quantity and timing from a vendor having a place of business within the City, the recipient and its contractors shall have such materials shipped from, or delivered to, such vendor's Ennis location, and shall take possession of such materials within the City of Ennis;

2. for materials that cannot be obtained at comparable pricing, quality, quantity and timing from a vendor with a place of business within the City, and cannot be ordered directly from a vendor's supplier, the recipient and its contractors shall have such materials shipped freight on board to, and take possession of such materials at, a location within the City of Ennis; and

3. for materials obtained from vendors with no place of business within Texas, or materials ordered directly with a vendor's supplier and shipped directly to the recipient's location or its contractor's location, the recipient and its contractors shall have such materials shipped or delivered to, and shall take possession of such materials at, a location within the City of Ennis.

4. Recipient shall require the contractors with whom it directly contracts for the construction of the Improvements to use separated contracts for the purchase of construction materials in which the Sales and Use Tax is sourced to the Improvements and to prohibit such contractors from using lump sum billing in such instances.

Grant Applicant: I, the undersigned, do hereby provide assurances that to the extent possible, sales tax payments will be made in accordance with Ordinance 24-0319-F3.

Name:	
Title:	
Date:	

Signature:	
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City of Ennis

Historic Preservation Grant - Approvals and Certifications

In accordance with City of Ennis Ordinance 24-0319-F3 , Historic Preservation Projects, the following approvals and/or certifications are made for an Historic Preservation Grant.

Grant Recapture - Default

**** Grant Applicant ****

Property Address	Owner	Property ID #

Historic Preservation Grant Recapture in the Event of Performance Default or Partial Non-compliance: Should a recipient of a Historic Preservation Grant fail to complete the agreed project, the full grant amount shall be repaid as a default of grant conditions. Should a recipient of a Historic Preservation Grant complete the agreed project but fail to make expenditures in the agreed amount, the recipient shall refund the City of Ennis (as appropriate) the agreed expenditures that were not spent.

Grant Applicant: I, the undersigned, do hereby provide assurances that in the event of grant default, I will fully comply with the provisions for grant recapture in accordance with Ordinance 24-0319-F3.

Name:	
Title:	
Date:	

Signature:	
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