



# **Downtown Mural Grant Program**

2020



## Mural 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 the installation of murals in the Downtown core.

### Eligible Grant Activities

- **Murals:** The installation of murals to on building facades, visible to the public, and approved in accordance with the City of Dayton's regulations. Mural designs must be approved and authorized by the Dayton Enhancement Committee.

### Eligibility

- A. All businesses, non-profits, government entities, buildings and facilities located within the Downtown Dayton TIRZ.
- B. All businesses and property must be current and provide DCDC with documentation providing they are current with all Ad Valorem and Sales Taxes.
- C. Grant funds shall be provided for up to 100% of the cost of the mural, including materials and labor, up to \$5,000 per mural.
- D. Proof of the applicant's ownership of the subject facility or facilities, or proof that the owner or mortgagee of such facility has approved the application for such grant funds, shall be required.
- E. 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.

F. No grant funds shall be utilized to reimburse the property or business owner or their employees for any labor associated with the grant project.

## **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 if substantial progress has been made on the project.
- B. 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 Community Development Corporation Board of Directors and after the applicant submits to the DCDC proof of paid receipts for all applicable labor and materials. Digital photographs of the completed work shall also be required.
- C. 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 Community Development Corporation to be eligible for payment.
- D. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the DCDC Board of Directors, Dayton Enhancement Committee, and the City Council.
- E. 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.
- F. 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.
- G. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the DCDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
- H. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the DCDC.
- I. The applicant must complete the improvement project within six (6) months of receiving written approval from the DCDC. 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 DCDC Board of Directors.
- J. 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 DCDC notifies the applicant of the violation.

- K. The DCDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the DCDC under paragraph J 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 DCDC, which form shall be made available at the DCDC offices located at 801 Cleveland St., Suite B, Dayton, TX 77535 and on the DCDC website at [www.dayton.tx.com](http://www.dayton.tx.com).
- B. All applications must be approved by the DCDC Board of Directors
- C. An applicant shall be notified, in writing or email, within (10) ten business days of the DCDC Board's decision to approve or disapprove its application.
- D. The DCDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the DCDC deems necessary or appropriate.

### **Funding**

- A. Upon notification to the DCDC by the applicant that a project has been completed, an inspection by a DCDC 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 DCDC may reasonably deem necessary for determining the project's completion.
- B. The DCDC 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 DCDC'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 DCDC has budgeted \$10,000 for the current fiscal year (October 1 to September 30) to fund mural grants. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The DCDC retains sole discretion to accept or reject any applications received after the available funding has been exhausted.

## **Miscellaneous**

A. THE DAYTON COMMUNITY 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 THERE.

**ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA  
FOR MURAL GRANT PROGRAM BY THE DAYTON COMMUNITY DEVELOPMENT CORPORATION**

Applicant:

Address:

Phone No.:

Signature:

Property Owner/Landlord:

Address:

Phone No.:

Signature:



**APPLICATION**  
**for**  
**MURAL GRANT PROGRAM**

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the Dayton Community Development Corporation, hereinafter referred to as "DCDC", this application for consideration of a Mural Grant under the provisions of the DCDC's Mural Grant Program.

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

1. APPLICANT has received a copy of the DCDC's Guidelines and Criteria for the Mural Grant Program. APPLICANT acknowledges to DCDC 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 DCDC 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 DCDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, "Application for Mural Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that DCDC 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 Mural Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the DCDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the DCDC. The form of such payment shall be a cashier’s check or money order, made payable to the Dayton Community Development Corporation. The DCDC 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 Mural 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 DCDC 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. DCDC has delivered a copy of the guidelines and criteria for a Mural 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 Mural Grant program. If any provision of this application for Mural 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:

\_\_\_\_\_ Mural Grant

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

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

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

**MURAL GRANT PROGRAM**



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 sketch or illustration of the proposed mural.

Please attach Letter of Approval from the Dayton Enhancement Committee.

**Verification**

I (We), the undersigned APPLICANT(S), certify that all the information furnished DCDC 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 Community Development Corporation may or may not grant a Mural 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 Community 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: \_\_\_\_\_

**MURAL GRANT PROGRAM**



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: \_\_\_\_\_

**MURAL GRANT PROGRAM**



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

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: \_\_\_\_\_