



CITY OF THE COLONY

Grant Application Packet

Rev. 4/2/2012

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GRANT APPLICATION GUIDELINES

Prior to filling out the application, applicants should thoroughly review the Guidelines as well as all sample documents provided. The entire application should be printed legibly in blue or black ink or typewritten in at least 12 point font. Additional pages may be attached as necessary, but must be in substantially the same format as the provided application.

Definitions

1. **Applicant-** is an organization requesting City of The Colony funding for a specific event.
2. **Contact Person(s)-** is the person(s) responsible for the event and any requirements outlined in the funding agreement, and who can answer questions regarding the application and event. This will be the primary contact person for communication to and from the City of The Colony.
3. **Authorized Official-** is a principal of the applicant with authority to certify the information in the application and sign contracts for the applicant.
4. **Event Revenue/Expenditure Budget-** is the applicant's projected operating budget with detailed anticipated revenues and expenditures.
5. **Periodic Reporting Form-** is a monthly report that will detail use of all city funds and any other information as required by the funding agreement.
6. **Final Reporting Form-** is a final report following the conclusion of an event that will detail use of all city funds, provide attendance numbers, and any other information as required by the funding agreement.

Introduction

The City of The Colony makes grant funds available to eligible applicants based on the type of event, whether it meets all criteria set out in the application packet, and the availability of funds. While some applications will be approved using Hotel Occupancy Taxes (HOT Funds), the City may also authorize grants using funds from other sources if an event is deemed a benefit to the community and other funding is available. The source of funds for approved applications is an internal decision of the City. The same application process applies for all requests. The submission of an application to the City does not guarantee approval of a grant. The City Manager or City Council will make the final determination.

Applicants should be aware that funding may be granted in an amount less than that requested. If funding is granted, applicants must be willing and able to fulfill any further agreements as outlined in the Grant Award Letter. If use of city facilities is requested, final determination of special event location is not guaranteed until such arrangements have been made with the Special Events Coordinator and/or City of the Colony Parks and Recreation department.

Grant applications for arts related events are processed through the Cultural Arts Board.

Funding applications should be submitted from March 1st through May 31st for the following fiscal year. No late applications will be considered. Funding will be disbursed based on the timing of the event.

Event Eligibility

Funding for all events will be considered on a case by case basis during the City's budget process. Proposed events must be open to the public and take place within the city limits of The Colony. Use of Hotel Occupancy Tax funds must promote tourism and the convention and hotel industry to be considered for grants. Eligible applicants will be non-profit organizations; The City of The Colony will not award grants to individuals.

Criteria

Applications will be reviewed by City staff and the City Attorney prior to consideration by the City Manager or City Council. Applications will be evaluated based, in part, on the following factors:

1. Proposed event meets Texas Tax Code criteria, if applicable;
2. Proposed event's benefit to the community;
3. Applicant's capability to manage and produce the proposed event;
4. Availability and best use of funds; and
5. Completed application.

Process

1. The application form is available to organizations by contacting the City's Funding Coordinator and on the City's web site.
2. All applications submitted will be reviewed and evaluated.
3. Applications for funding should be submitted to the City of The Colony on or before February 1st to be considered for the following fiscal year.
4. City staff and the City Attorney will review and make a recommendation on funding to the City Manager. If an application is lacking required information the applicant will be notified and given 5 working days to correct deficiencies.
5. Previously funded events will be taken into consideration including, but not limited to, any revenue and expenditures.
6. Final approval/disapproval will be determined by the City Manager and/or the City Council.

7. If an application is approved, the applicant will be notified by letter which may include further instructions for completion of the grant award process. A Funding Agreement (Exhibit A) will be required, which includes reporting requirements.
8. The City Manager will assign a staff Funding Coordinator to review each application and be the staff liaison for the applicant. Upon approval of an application the Funding Coordinator will be responsible for overseeing the process as it relates to City funding (i.e. receiving receipts and financial summaries, preparing Agenda Requests for City Council consideration, preparing Funding Agreements, etc.) The Funding Coordinator is responsible for all record keeping and ensuring the records are submitted to the city secretary's office following conclusion of the event.

Reporting

Depending upon the type, duration, and scope of the event, timelines for submitting budgeted and actual expenditures, receipts and other documentation will be established. This documentation shall be submitted to the assigned staff Funding Coordinator.

At the conclusion of an event a final report shall be submitted with a detailed accounting of revenues and expenditures for the event in its entirety. This final report shall also provide event attendance numbers and an accounting of the number of hotel room nights consumed for those attending and participating in the event if applicable.

Grant recipients may be asked to provide a written and/or oral summary report to the City Council on the success of the event.

Completing the Application

Applicants should complete the application found on page 15 of this packet. The required budget that is submitted should be as detailed as possible. Any in-kind contributions should be listed in order to be considered at the time of your event. The applicant should return the completed application including all attachments to the Funding Coordinator no later than the date provided herein.

SAMPLE BUDGETING FORM

The following is a sample budgeting form for use in submission of a grant request to use City of The Colony funds. Any organization receiving funding from the City of The Colony will be required to provide a detailed line item budget. The budget should be as detailed as possible. Any in-kind contributions should be listed in order to be considered at the time of your event.

REVENUE	BUDGET	ACTUAL
Ticket Sales		
Concessions, promotional sales		
Registration Fees		
Fundraising and benefits		
Individual contributions and sponsorships		
Memberships		
Corporate sponsorships		
General donations		
Cash reserve/seed money from previous event		
Other		
Total Projected Revenue		

Provide any necessary explanation for line items above:

EXPENDITURES	BUDGET	ACTUAL
Administrative		
Artistic		
Technical		

Rentals		
Performance/rehearsal space/furnishings		
Building		
Miscellaneous Operating Expenditures		
Equipment rental		
Shipping & mailing		
Supplies & materials		
Marketing & promotion		
Printing		
Professional fees		
Insurance		
Production or Exhibit Costs		
Fundraising Expenditures		
Other Expenditures (explain)		
Total Projected Expenditures		

Provide any necessary explanation for line items above:

Term

This Agreement shall be effective on the date of later execution hereof by the City and [Entity] and shall continue until the parties have satisfied all of their respective obligations, unless sooner terminated as provided herein.

ARTICLE II Agreement

2.1 [Entity] requests that the City make a grant of Funds for [Event] in the amount not to exceed [Dollar Amount], for use as follows:

- (a)
- (b)
- (c)
- Etc.

2.2 [Entity] shall provide to the City accounting records, receipts, transactions and reports, including audit reports, related to the grant of Funds on [either or all as appropriate] of the following:

- (a) Monthly upon receipt of funding from City;
- (b) The first Monday one week after the event;
- (c) Thirty (30) days after the event;
- (d) A final report within sixty (60) days after the event including a detailed line item accounting of the grant funds; and

[Entity] should obtain receipts for all spending, and if receipts cannot be obtained, should vouch for the expenditures by stating why receipts are not available. [Entity] should also provide a detailed accounting of revenues and expenditures for operating the event to include an accounting of the grant funds. [Entity] shall make said records available for inspection and copying by the City during normal business hours, with sufficient notice.

2.3 City agrees to provide a grant of Funds to [Entity] for the purposes set for the herein in an amount not to exceed [Dollar Amount], for use as follows: [same as 2.1]

- (a)
- (b)
- (c)
- Etc.

2.4 [Entity] shall obtain any special event or other permit required by the City.

2.5 City and [Entity] shall enter into the appropriate License Agreement for the use of any City facility used in connection with the event.

2.6 [Entity] shall make appropriate arrangements to be able to report to the City regarding the number of hotel room nights consumed for those attending the event.

2.7 In conjunction with final financial reporting of revenues and expenditures for the event as required in Section 2.2, [Entity] shall provide number of attendees (or a reasonable estimation thereof) and an actual accounting of the number of hotel room nights consumed for those attending this event.

ARTICLE III Termination and Recapture

3.1 Termination Events. This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the parties;
- (b) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
- (c) by City, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (d) by [Entity], if the City fails to provide funding for the purposes recited herein;
- (e) by City, if [Entity] fails to use all of the funds for the purposes provided in Sections 2.1 and 2.3 of this Agreement; and
- (f) by City, if [Entity] fails to provide required timely accounting of the use of Funds as required in Section 2.2 of this Agreement.

3.2 Recapture. In the event of termination under Section 3.1 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event [Entity] defaults and is unable or unwilling to cure said default within the prescribed time period, the Grant of Funds in the amount of [Dollar Amount] shall become immediately due and payable by [Entity] to City. Further, in the event that the Funds are not used for the event as provided herein, then the [Entity] shall return any unused funds paid by the City for the event.

ARTICLE IV
Miscellaneous Provisions

4.1 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

4.2 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.

4.3 Assignment. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the City Manager and City Council.

4.4 Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. [Entity] warrants and represents that the individual or individuals executing this Agreement on behalf of [Entity] has full authority to execute this Agreement and bind [Entity] to the same. City warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

4.5 Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

4.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

4.7 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

4.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.9 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth with the signature of the party.

4.10 Time is of the Essence. Time is of the essence in the performance of this Agreement.

4.11 Undocumented Workers. The **[Entity]** certifies that the **[Entity]** does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, **[Entity]** is convicted of a violation under 8 U.S.C. § 1324a(f), **[Entity]** shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of 6%, not later than the 120th day after the date the City notifies **[Entity]** of the violation.

[The remainder of this page intentionally left blank.]

[Signature and notary acknowledgement pages follow.]

PERIODIC FINANCIAL REPORTING FORM

*This form only needs to be filled if Periodic Monthly Reporting was required under the funding agreement. It may be reproduced as necessary.

For the time period of _____ to _____

Recipient Applicant:			
Event:			
Contact Person:			
Telephone Number:		Funding amount:	\$

REVENUES AND EXPENDITURES

REVENUES DETAIL		
Deposit Date	Amount	Description of Revenue Sources

Provide any necessary explanation for line items above:

EXPENDITURES DETAIL				
Check #	Date	Payee	Amount	Nature of Expenditure

3. **Please provide information on applicant as it relates to the management of the event. Has applicant managed an event of this nature previously? If so, when and where?**

4. Event Details

<p>1. For when is the financial support requested?</p> <p>Starting/Ending Month & Year</p>	
<p>2. What is the name/location of the proposed event? Accessible to persons with disabilities? (yes or no)?</p>	
<p>3. What is the anticipated attendance of the proposed event?</p>	
<p>4. If this event or a similar event has previously been held, what was the attendance? Where and when was this event previously held?</p>	
<p>5. What amount of funding was received from the City for this event in previous years? (Please provide year and total amount.)</p>	
<p>6. Does your organization currently receive City Funding for any other event?</p>	
<p>7. What percentage of the proposed budget are you requesting be provided by city funds?</p>	
<p>8. Are other in-kind goods or services being requested from the City for this event? For example: use of parks or other public spaces, staff for parking, police for security, use of city stage, fee waivers, etc. If so, please list with details.</p>	

5. Funding Request

Amount of funds requested: \$ _____

For reimbursement: \$ _____

For advanced funding: \$ _____

Combination of both: \$ _____

6. Assurances

If financial assistance is awarded, the applicant hereby gives assurance to the **City of The Colony** that:

1. An authorized official of _____ has read, understands and agrees to conform to the intended purposes and requirements outlined in the Application and Funding Agreement.
2. The activities and services for which financial assistance is sought will be administered by the recipient applicant and financial reporting will be provided according to the Funding Agreement.
3. The applicant must include both the City of The Colony and The Colony Convention and Visitor's Bureau as sponsors in all event publications including, but not limited to websites, programs, flyers, brochures, handbills, press releases, advertisements, annual reports and all other mailing pieces. The official logo will be provided by the City of The Colony for sponsorship purposes only.
4. The applicant shall, within one (1) week of receiving funding, place The Colony Convention & Visitors' Bureau Logo and Link on the front page of their website. The logo and link shall remain on the webpage until after the completion of the event. In addition, the menu tab of the website should contain a link entitled accommodations which shall link to The Colony Convention and Visitor's Bureau local accommodations page.
5. Any funds received as a result of this application will be maintained in a separate account and used solely for the event described.
6. It is understood by the applicant that the City shall have the right to audit the financial records at any time requested.
7. The undersigned has been duly authorized by the applicant to submit this application.
6. It is understood that applicant may be required to provide a follow up report to the City Council on the success of the event if requested.

I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.

Signature of Authorized Person who is duly authorized to sign contractual documents:

Signature	Title	Date
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Required Attachments:

1. List of current and immediate past officers, members of the Board of Directors, addresses, and phone numbers of Organization Applicant, if applicable.
2. Documentation supporting non-profit or tax exempt status.
3. A copy of an itemized detailed budget for the proposed event including revenues and expenditure both monetary and in-kind.
4. A copy of a proposed site plan for the event.
5. IRS Form 990 or a Tax Exempt status letter must be provided.
6. Any supporting documents pertinent to the applicant such as: (only one copy)
 - Programs
 - Press Releases
 - Advertising
 - Critical Reviews
 - Letters of Support