

City of Schertz

Application for Development Incentives

I. Statement

The City of Schertz will consider providing economic development incentives in accordance with the procedures and criteria outlined in this Application and the City of Schertz Economic Development Incentives Policy (the “Policy”). Incentive agreements will be considered for both new facilities and expansions of existing facilities and for the expansion or modernization of existing facilities and structures. **Nothing in this Application or the Policy shall imply or suggest that the City of Schertz is under any obligation to provide any business incentive to any applicant.** Applications shall be filed with the City’s Economic Development Department, which will provide copies to the City Manager, appropriate City Departments, and the City of Schertz Economic Development Corporation (the “SEDC”) Board of Directors within ten working days. All applicants shall be considered on a case-by-case basis.

II. Applicability

The Policy establishes that all business incentive options, programs, and agreements shall be governed by applicable State statutes and adopted City policies relating to economic development.

III. Eligibility Criteria

Any request for a business incentive shall first be reviewed by the SEDC Board. If the request is accepted by the Board, the Board will recommend approval to the City Council. Acceptance and approval by the SEDC Board shall be based upon an evaluation of the narrative responses provided in the Application for Business Development Incentives (attached herein) and all accompanying support documents.

IV. Evaluation Criteria

The following criteria will be considered in determining what level of incentives may be provided to the applicant:

1. Creation of permanent full time employment opportunities. The number and types of jobs to be created or retained (full time vs. part time) and to what extent benefits (health or otherwise) for all full time employees will be provided.
2. Total capital investment in the project including site improvement, building cost, business personal property and other equipment.
3. Expansion of the local tax base.
4. Location of the proposed facility or operation.
5. Whether an incentive is likely to influence the decision to locate the project in the City.
6. Whether type of activity is appropriate to the proposed area (e.g. office, retail, etc.)
7. The types and value of public improvements which will be made by the applicant.
8. Whether high quality architecture and site design including landscaping and public amenities beyond the minimum required by the City will be provided.
9. Whether the proposed structures will pursue Leadership in Energy and Environmental Design (LEED) certification.
10. To what extent City utilities will be used.
11. The types and cost of public improvements (e.g. streets, water, wastewater, drainage) and services (e.g. fire, police) which will be required of the City.
12. The market conditions and growth potential for the business activity.
13. The amount of time necessary to complete the project and create the jobs which are to be provided by the applicant.

14. The extent to which the proposed project carries out the goals and objectives of the City's Economic Development Strategic Plan.
15. An analysis of the costs of the incentives requested versus the benefits by the applicant's expansion or relocation.
16. Other incentive programs and matching grants relating to the project for which the applicant has applied or is qualified.
17. Other factors set forth in the Policy.
18. Any other factors the SEDC Board or the City Council finds helpful and relevant to accomplishing the city's economic development objectives.
19. Other, unanticipated factors deemed relevant by the Board in its discretion.

City of Schertz
Application for Economic Development Incentives

Please submit the original and three (3) copies of this application and all supporting documentation to the City of Schertz, Attention: Economic Development, 1400 Schertz Parkway, Schertz, TX. 78154, Phone: 210-619-1073, or fax: 210-619-1079

1. APPLICANT INFORMATION (Responsible Person): Application Date: _____/_____/_____

Applicant Name: _____ Title: _____

Applicant Address: Physical _____ Box _____

Applicant City, State Zip Code: _____

Applicant Area Code/Phone: _____ Fax: _____

Applicant Area Code/Cell: _____ Email: _____

Company Name (if different from Applicant): _____

Company Address: Physical _____ Box _____

Company City, State, Zip Code: _____

Company Area Code/Phone: _____ Area Code/Fax: _____

Company Web Page: _____ Company NAICS Code: _____

Email: _____

Previous Co. Mailing Address: Physical _____ P.O.B. _____

Previous Co. City, State Zip Code: _____

Business is a (please check one):

- (a.) Corporation - Texas or Foreign; (b.) Partnership;
(c.) Sole Proprietorship; (d.) Other (Please Explain) _____

Date Company Established: _____ Federal Taxpayer ID Number: _____

Please List Business References:

1. Bank Name _____ Address: _____

Contact Name: _____ Phone #: _____ Email: _____

2. Accounting Firm _____ Address: _____

Contact Name: _____ Phone #: _____ Email: _____

3. Law Firm _____ Address: _____

Attorney Name: _____ Phone #: _____ Email: _____

4. Other _____ Address: _____

Contact Name: _____ Phone #: _____ Email: _____

2. PROPERTY OWNER INFORMATION:

Current Property Owner's Name: _____
Mailing Address: Physical _____ Box _____
Area Code/Phone: _____ Area/Code Fax: _____
Area Code/Cell: _____ Email: _____ Web Page: _____

3. CURRENT PROPERTY OWNER'S REPRESENTATIVE:

Current Property Owner's Representative's Name: _____
Mailing Address: Physical _____ Box _____
Area Code/Phone: _____ Area/Code Fax: _____
Area Code/Cell: _____ Email: _____ Web Page: _____

4. PROPERTY INFORMATION: Own Leasing Have a Contract to Purchase
\$ _____

Property Location (including school district jurisdiction): _____

Property Address: _____

Property Legal Description / Total Acreage (Provide survey if by metes and bounds):

Most Current County Tax Appraisal District Assessed Valuation (Please attach copy of Statement) on real property and improvements:

Real Property: _____ Improvements _____

5. PROPOSED PROJECT DESCRIPTION: Please describe the following aspects of the project.

Intended Use: (e.g. hotel, retail, industrial, manufacturing, medical, wholesale, call center, corporate office, professional office, research/development, etc.) _____

This project is: Existing Expanding New Relocating (from another state - _____)
 Relocating (from another Texas City/County _____)? Give location of current facilities:

PROJECT DESCRIPTION

Will the occupancy be Owner/Occupied or Landlord/Tenant? If leasing, what is the length of the lease _____

Is the project compatible with the City’s Comprehensive Plan? Yes No

Will a zoning change be necessary to accommodate the project? Yes No

Is there adequate infrastructure available to the site? If not, please detail required improvements.

6. DEVELOPMENT CONCEPT: Please describe the development concept for the project.

Building Type: (# of stories, architectural style, materials, etc.) _____

Development Concept: (single building or campus setting, open space, surface or structured parking, acreage, vehicular access, etc.) _____

General Description of business activities at the project site:

7. TIMING QUESTIONS: Please provide an estimation of the following timing questions.

Month/Year	Item
	First development application (zoning, site plan, plat, etc.)
	Ground breaking
	Phase I occupancy
	Phase II occupancy (if necessary)

8. PROJECT DETAILS:

Ref. #	Category	Approximate Dates by Phase					
		Phase I Date: _____		Phase II Date: _____		Phase III Date: _____	
	<i>INVESTMENT</i>						
a.	Building in square feet	s.f.		s.f.			
b.	Construction value	\$ _____		\$ _____		\$ _____	
c.	Personal property value	\$ _____		\$ _____		\$ _____	
d.	Total Improvement Value	\$ _____		\$ _____		\$ _____	
	<i>TAXES</i>						
e.	Direct Sales Tax Paid due to Company Purchases	\$ _____		\$ _____		\$ _____	
f.	Annual product sales in Schertz subject to sales tax	\$ _____		\$ _____		\$ _____	
	<i>CURRENT EMPLOYEES</i>	F-T	P-T	F-T	P-T	F-T	P-T
g.	Current # Employees						
h.	Current # Employees RELOCATING						
i.	Type Jobs of Current Employees						
j.	Payroll for Current Emps	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
k.	# of Emp w/annual salary of \$34,609 or greater						
l.	% of Employees residing in Guadalupe, Comal or Bexar Counties	%	%	%	%	%	%
m.	Median Annual Salary Per Employee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<i>NEW EMPLOYEES</i>	F-T	P-T	F-T	P-T	F-T	P-T
n.	# of New Jobs to be Created						
o.	Type New Jobs to be Created						
p.	Payroll for New Jobs/Employees	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
q.	# of New Emps w/annual salary of \$34,609 or greater						
r.	% of New Emps residing in City of Schertz	%	%	%	%	%	%
s.	Average Annual Salary Per New Employee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
t.	Total Current & New Annual Payroll	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Reference: Provide any additional notes here regarding any of the items above

9. COMMUNITY IMPACTS

Describe the pros & cons of how this project will affect existing businesses in the development area?

What effect will the project have on the local housing market? _____

What effect will the project have on the local school districts? _____

Will the project create any environmental quality impacts on Air Water Visual Other?

Will the project have a high demand for Water, Wastewater, Electricity, or Gas?

Is the property currently properly zoned for your project? Yes No

Will there be any Rezoning and/or Platting and/or Re-platting?

10. INCENTIVE REQUEST: Please outline the incentive(s) you are requesting and the necessity of such incentive(s) for this project. _____

Please summarize the overall economic impact this project will have on the City of Schertz.

11. PROJECT PARTNERS: Please list any other financial partners or investors involved in this project.

Name: _____ Title: _____ Project Relationship _____
Address: Physical _____ Box _____
City, State Zip Code: _____
Area Code/Phone: _____ Fax: _____
Area Code/Cell: _____ Email: _____

Name: _____ Title: _____ Project Relationship _____
Address: Physical _____ Box _____
City, State Zip Code: _____
Area Code/Phone: _____ Fax: _____
Area Code/Cell: _____ Email: _____

12. OTHER INFORMATION:

Have you or any of your principals had any legal judgments against a current or prior business?

No Yes (Explain)

Have you or any of your principals declared bankruptcy in the last 5 years?

No Yes (Explain) _____

13. SUPPORTING INFORMATION: In addition to the information provided in this Application, please enclose the following documents as indicated below with your application.

Requested Attached Item

EXISTING BUSINESSES

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Audited financial statements for the past 3 full fiscal years preceding this Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Profit/Loss Statement |
| <input type="checkbox"/> | <input type="checkbox"/> | Cash Flow Statement |
| <input type="checkbox"/> | <input type="checkbox"/> | Annual Reports for the past 3 full fiscal years preceding this application |
| <input type="checkbox"/> | <input type="checkbox"/> | Business Plan |
| <input type="checkbox"/> | <input type="checkbox"/> | Market Analysis |
| <input type="checkbox"/> | <input type="checkbox"/> | Title Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Most recent County Tax Appraisal District Assessed Valuation Statement (if purchasing the project property or already own the project property) |
| <input type="checkbox"/> | <input type="checkbox"/> | Tax Returns for the past 3 years |
| <input type="checkbox"/> | <input type="checkbox"/> | Drawings/specifications |
| <input type="checkbox"/> | <input type="checkbox"/> | Survey of property in metes and bounds |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

PROPOSED NEW BUSINESS START-UP OR IMPROVEMENTS

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Proposal Cover Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Business Plan |
| <input type="checkbox"/> | <input type="checkbox"/> | Market Analysis |
| <input type="checkbox"/> | <input type="checkbox"/> | Credit Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Title Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Pro Forma Income Statements |
| <input type="checkbox"/> | <input type="checkbox"/> | Most recent County Tax Appraisal District Assessed Valuation Statement |
| <input type="checkbox"/> | <input type="checkbox"/> | Personal income tax returns for the past 3 years (If this is a new business start-up, provide personal income tax returns) |
| <input type="checkbox"/> | <input type="checkbox"/> | Drawings/specifications and/or conceptual development layout |
| <input type="checkbox"/> | <input type="checkbox"/> | Survey of Property in metes and bounds |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

14. UNDOCUMENTED WORKER CERTIFICATION- Chapter 2264, Subchapter A, Texas Government Code requires that any public agency or economic development corporation shall require a business that submits an application to receive a public subsidy to include a statement certifying that the business does not and will not knowingly employ an undocumented worker.

The Applicant/Company certifies that its operation within the City of Schertz does not and will not knowingly employ an undocumented worker, as defined in Chapter 2264, Subchapter A, Texas Government Code, as amended (the "Act");

Pursuant to the Act, if the Applicant/Company is convicted of a violation under 8 U.S.C. Section 1324a(f), after receiving any public subsidy, the Applicant/Company shall promptly give the SEDC written notice of such violation and the Applicant/Company shall repay the amount of the payment with interest, at a rate of 6.75 % per annum not later than the 120th day after the date the Applicant/Company notifies the SEDC of the violation.

In reference to the SEDC Economic Development Incentives application for the Applicant/Company, my relationship to the Applicant in the foregoing application is _____. I am authorized to make this application on behalf of the Applicant. I hereby certify that the information set forth in and enclosed with this application is true and correct.

Company Name

Signature

Type or Print Name

Title

Date

Before me _____ on this day personally appeared _____ known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 20__.

(SEAL)

Notary Public in and for the State of Texas
My Commission Expires: _____
Type or Print Notary's Name:

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") dated _____ is between the City of Schertz, Texas (the "City") and _____ (the "Company").

WHEREAS, the City and the Company have discussed certain economic development matters relating to proposed operations of the Company in the City (the "Project"); and

WHEREAS, the City and the Company have agreed that maintaining the confidentiality of certain matters relating to the Project would be advantageous.

1. Confidentiality.

(a) Subject to sub-paragraphs (c) and (d) below, each party and its employees, representatives, attorneys, and other consultants (collectively, the "representatives") shall keep strictly confidential all information which the other party, its affiliates, or its representatives furnish to it in connection with the evaluation of the Project, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as "confidential", and all notes, analyses, compilations, studies, or other documents which contain or otherwise reflect such information (collectively, the "Confidential Information"); however, each party may disclose the Confidential Information to its representatives who (i) need to know such information for the purpose of evaluating the Project, (ii) have been informed of the confidential nature of the Confidential Information, and (iii) have agreed in writing to treat the Confidential Information confidentially, to use it only for the purpose described in sub-paragraph (b) below. The term "Confidential Information" shall not include information about a party which (i) becomes generally available to the public other than as a result of an improper disclosure by the other party, its affiliates, or its representatives, (ii) was available to the other party on a non-confidential basis prior to its disclosure hereunder, or (iii) was or becomes available to the other party on a non-confidential basis from a source other than a party to which it relates, provided that such source is not bound by a confidentiality agreement in which such party or its representatives and is otherwise not prohibited from transmitting the information to the recipient.

(b) Each party and its representatives shall use the Confidential Information solely for the purpose of evaluating the Project and for no other purpose and shall not use the Confidential Information in any manner that is to the competitive disadvantage of or otherwise adverse or detrimental to the party furnishing such Confidential Information.

(c) Except as more specifically set forth in sub-paragraph (d) below, if either party or its representatives are requested or required (by oral questions, written interrogatories, requests for information, or documents, subpoena, civil investigatory demand, or similar process) to disclose any of the Confidential Information, it shall provide the other party with immediate notice of such request or requirement so that the other party may seek an appropriate protective order or selectively waive compliance with the provisions of this Agreement. Further, if, in the absence of a protective order or the receipt of a waiver hereunder, either party or any of its representatives is nonetheless, in the opinion of its legal counsel, compelled to disclose any of the Confidential Information to any tribunal or agency, or else stand liable in contempt or suffer other censure or penalty, that party or representative may disclose such information to such tribunal or agency without liability hereunder unless such disclosure to such tribunal or agency was caused by or resulted from a previous disclosure by it or any of its representatives in breach of this Agreement.

(d) Upon the receipt of a written request for any information or materials related to the Company or the Project, the City will notify the Company within 72 hours and provide the Company with a copy of the request. As a matter of policy, the City does not provide public records to any person except in response to written request. If the City is not otherwise seeking an Open Records Opinion by the Texas Attorney General in response to the request but reasonably believes that seeking such an Opinion is permissible under the Texas Public Information

Act, the City will also provide the Company with an estimate of the anticipated costs associated with making a request for an Open Records Opinion by the Texas Attorney General. If the Company pays the City the quoted sum within 48 hours of receiving the estimate, the City will seek a Texas Attorney General Opinion protecting the materials from disclosure on the basis that the information requested is excepted from disclosure pursuant to applicable Texas statute, rule, and or common law. During the pendency of such Opinion request, the City will not disclose the information as to which the Opinion is sought except pursuant to subparagraph (c). If the City Attorney concludes that there is no legal basis to pursue such an Open Records Opinion as of the date of the request and that the City must disclose the requested information, the City shall notify the Company of the request and will include a statement that the City Attorney has concluded that there is no legal basis to pursue a request for an Open Records Opinion and that the City must disclose the requested information and the grounds supporting such conclusion.

2. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, and, if any provision hereof is found to be invalid or ineffective, such provision shall be invalid or ineffective only to the extent necessary, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

3. Term. This Agreement shall continue in force and effect until terminated by either party upon thirty (30) days prior written notice to the other party to such effect.

4. Counterparts. This Agreement may be executed in counterparts, and both counterparts, together, shall be considered to be one document.

CITY OF SCHERTZ, TEXAS

By _____
City Manager

By: _____
Title: _____