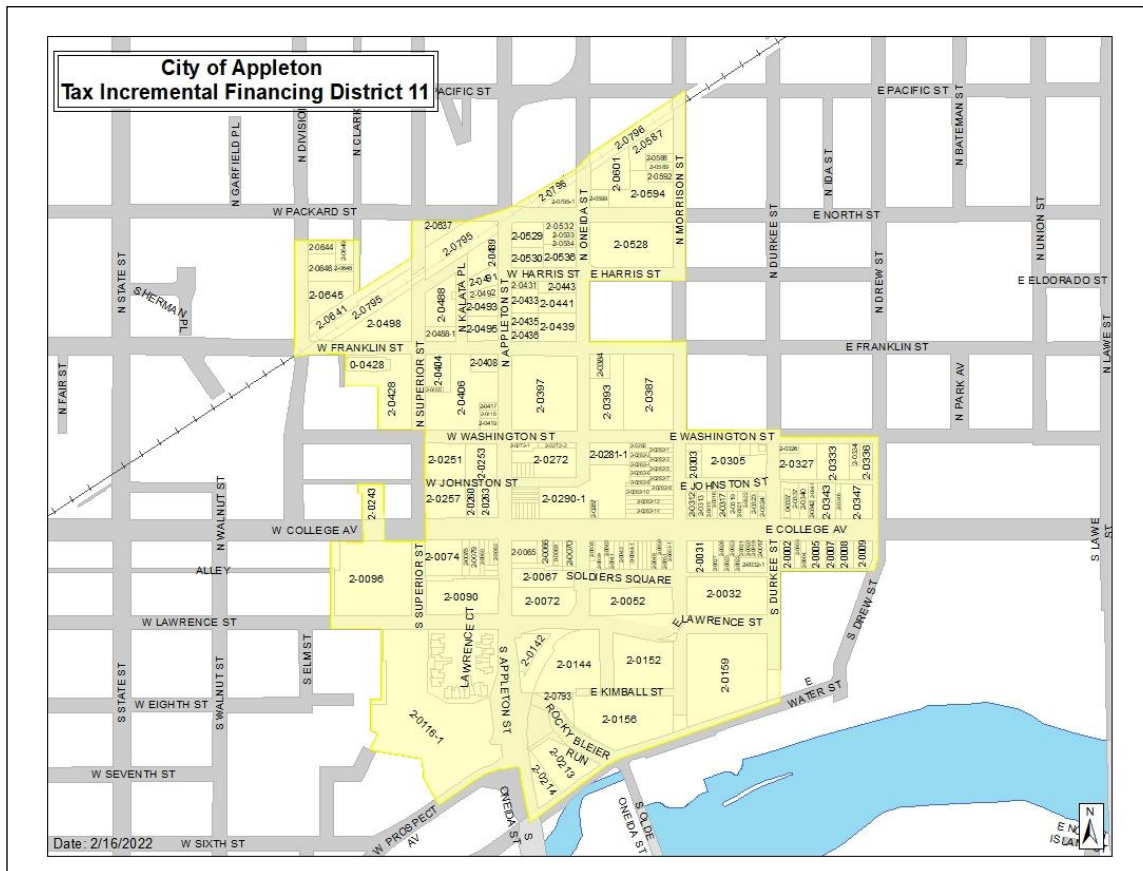


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City of Appleton Business Enhancement Grant Program Guidelines Tax Increment Financing District #11



Business Enhancement Grant Program Guidelines

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1. Purpose:

The purpose of the City of Appleton Business Enhancement Grant Program in Tax Increment Financing District #11 (TIF District) is to encourage investments and improvements to commercial properties that are readily visible to the public.

These investments and improvements will align with the goals identified in TIF District #11 Project Plan, including eliminating blighted conditions, improving properties in need of rehabilitation, stabilizing property values, increasing valuation, enhancing the viability of the businesses and uses in this area, retaining and attracting businesses, and improving the overall appearance of public and private space in this commercial corridor.

2. Eligibility for Grant Program:

The following eligibility requirements must be met in order to apply for grant funding:

- a. The building must be located in the TIF District #11 boundaries and currently used for or intended for commercial purposes (see map on page 8).
- b. The applicant must be either the owner or a tenant (with owner's permission) of the building.
- c. The improvements must be made to the exterior of one or more sides of the building or to the property that is visible from a public street. Priority will be given to front facades. See **Section 5: Project Costs** for details on all eligible improvements.
- d. Property taxes, special assessments and all other city services accounts must be current at the time of grant approval and release of grant funding.
- e. Proposed improvements or repairs must have a useful life of five or more years.
- f. Proposed improvements or repairs must be in conformance with City of Appleton Municipal Code, Ordinances and all required permits must be obtained. Work must include the correction of any known exterior building code violation.

The Director of Community Development will make final determination of eligibility. Award of a Business Enhancement Grant is limited to one per address.

3. Ineligible Properties:

The following applicants are not eligible for this program:

- a. Tax delinquent on property taxes for any property in Appleton, not just the property that is being applied for.
- b. Special assessment delinquent.
- c. City service account delinquent (i.e., utility bill, license fees, etc.).
- d. Property in litigation.
- e. Property in condemnation or receivership.
- f. Property owned or operated by political organizations.
- g. Exclusively residential buildings.
- h. Property owner/tenant applying for work that has already been completed is not eligible for the grant program.

4. Grant Awards:

The City will consider applications for grants up to fifty percent (50%) of the total eligible project costs. The maximum grant award per project from the City is \$7,000 for property improvements. Applicants may use grants funds from Appleton Downtown Inc.'s Façade Grant program as their matching funds for up to 25% of the owner/applicant's contribution to the Business Enhancement Grant.

5. Project Costs:

Eligible project costs include, but are not limited to, labor, materials, and design assistance for:

- a. Installation, restoration, repair or replacement of windows, doors, exterior walls, chimneys, or other architectural elements.
- b. Exterior painting, only in conjunction with other physical improvements.
- c. Removing false facades and other inappropriate additions.
- d. Exterior work necessary for conversion to retail, office or other general commercial uses.
- e. Masonry repair or cleaning, only in conjunction with other physical improvements.
- f. Landscaping and fencing.
- g. Parking lot improvements.
- h. Exterior improvements for the handicapped including, but not limited to, ramps, doors, door openers, walks, guardrails, no-slip materials or level platforms at doors.
- i. Roof work.

The costs associated with any new signage, awning, marquees and related lighting and electrical fixtures are not eligible for the 50% grant reimbursement by the City but can be included in the applicant's 50% matching funds for the total project.

Other uses may also be eligible if prior approval is granted by the City of Appleton Director of Community Development.

6. Ineligible Project Costs:

The following costs are not eligible:

- a. Cost incurred before final grant approval by the City of Appleton, with the exception of architectural and engineering fees.
- b. Costs paid by the applicant in merchandise or in-kind services.
- c. Labor paid to applicant, family members of applicant, or employees of applicant.
- d. Interior building improvements.

7. Insurance Recommendation

Participants in the Business Enhancement Grant program are strongly encouraged to maintain insurance coverage in the amounts identified in the attached "*Insurance Requirements - Small Exposure Jobs*" on pages 13 and 14 during the contract period.

8. Grant Application & Approval Process:

The program oversight and authority for grant review and approval is delegated to the City of Appleton Community Development Department. The Department will review and approve all grants based on the following guidelines:

- a. A project application will only be reviewed if it is filled out completely and accompanied by photographs illustrating your building(s) and property and the other required attachments.
- b. Owners of multiple properties must submit separate applications for each property/project.
- c. If the applicant is not the owner of the property, the application must include written permission from the property owner to proceed with the project. See sample permission agreement on page 9.
- d. A signed Affidavit must be submitted with the application and signed by the applicant and property owner. See the sample affidavit on page 10.
- e. Preference will be given to projects which:
 - Will positively contribute to the TIF District area in meeting the goals identified in **Section 1. Purpose**.
 - Will result in a viable improvement that would not be made otherwise.
 - Have a higher ratio of private investment to public investment.

The Community Development Staff will contact the applicant in writing stating either:

- a. The application has been accepted into the program for funding;
- b. The application has been denied; or
- c. Additional information is needed before a determination can be made on the application.

Once the application is accepted, the applicant will be required to enter into a Grant Agreement with the City of Appleton Community Development Department. The Grant Agreement will include the scope of work and drawings or other materials, which accurately represent the scope and intent of the project improvements. See page 11 for a sample Grant Agreement.

The City of Appleton Department of Community Development must approve **ANY** changes in the scope of work in writing before construction or installation.

9. Completion of Work and Funding:

The grant applicant that is awarded funding through the program and enters into a Grant Agreement with the City of Appleton will be required to comply with the following procedures:

- a. The approved work must be completed within one (1) year from the date of the Grant Agreement between the City of Appleton and the applicant. If extenuating circumstances require an adjustment to this deadline, the Director of Community Development will review it on a case-by-case basis.

- b. Upon completion of the project and before grant money disbursement, the applicant shall complete an onsite inspection with the City of Appleton Community Development Staff to verify that the project has been completed in accordance with the Grant Agreement.
- c. Prior to disbursement of funding, the applicant shall submit to the City of Appleton:
 - Evidence that all necessary permits have been applied for and granted, and all required zoning, building and safety inspections have occurred and have approved the work.
 - The signed Owner/Applicant Satisfaction and Payment Request Form certifying that the work has been completed to the owner's/applicant's satisfaction in accordance with the Grant Agreement, payment has been made to the contractor(s) and the lien waiver(s) are completed from each vendor(s)/contractor(s). See page 12 for a sample of this form.
 - A statement containing a full list of the laborers, vendors and contractors to whom payment was made for the project and the itemized amount of such payments including copies of all invoices.
- d. The City of Appleton will pay the applicant the amount of the grant on a reimbursement basis, with a maximum \$7,000 or 50% of total eligible property improvement project costs, whichever is less. Actual grant amounts will be defined in the Grant Agreement between the applicant and City. Reimbursement requests can be made on a monthly basis or as arranged with Community Development Staff. There can be no payment in advance for project costs. Up to 20% of the grant reimbursement may be withheld until the final completion of the project and submission of all lien waivers.
- e. Applicants will prominently display a sign provided by the City of Appleton during the Grant Agreement period that the property is a recipient of the City of Appleton Business Enhancement Grant.

10. City of Appleton Promotion:

The City of Appleton reserves the right to use pictures, renderings, or descriptions of the work for any promotional purposes. Before and after pictures must be documented for each Business Enhancement Grant.

11. Variances

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these program guidelines, or any one or more of them, where the circumstances, in its sole and exclusive judgment, justifies the granting of same. It is at the discretion of the Director of Community Development, or the Director's designee, that variances will be granted.

12. Appeals Process

If an application is denied or not accepted by the Community Development Department for any reason, or a request for a variance is denied, the applicant may request the matter be submitted to the Community Development Committee for review and a final determination.

13. Reservation of Rights

The City reserves the right for the Director of Community Development, or the Director's designee, to rescind a previously approved grant at any time and for any reason including but not limited to lack of funding, noncompliance with the Grant Agreement, failure to follow Grant Program Guidelines, lack of timely response to City requests and the like.

Sample Permission Agreement from Property Owner

Date: _____

City of Appleton
Community Development Department
100 N. Appleton Street
Appleton, WI 54911

Re: Application for Business Enhancement Grant at _____ (*insert address*)

Dear Community Development Director:

I hereby grant my permission to _____ (*insert applicant name*) to make application under the City of Appleton Business Enhancement Grant Program. I understand I will be required to jointly, with the applicant, enter into a Grant Agreement with the City of Appleton. I further grant my permission to _____ (*insert applicant name*) to complete the proposed improvements according to the Application.

I certify that I have received a copy of the Grant Program Guidelines and Application from the applicant and I am fully aware of what is being proposed. I also certify that I am the legal owner of record and that I have the authority to grant this permission to _____ (*insert applicant name*).

Sincerely,

Signature

Printed Name

Affidavit for Business Enhancement Grant Program

We the undersigned hereby state there is no pending litigation against the City of Appleton by me, my company or any other instance in which I am directly involved.

If a grant is awarded, activities as proposed shall be completed as outlined in the Grant Agreement.

WITNESS:

Signature of Witness

Signature of Applicant

Address

Date

WITNESS:

Signature of Witness

Signature of Owner (required if the applicant is not the owner)

Address

Date

Sample Grant Agreement

City of Appleton Business Enhancement Grant Agreement Tax Increment Financing District #11

I understand that in order for my request for a Business Enhancement Grant to be approved, I must agree to work with and cooperate with the recommendations of the City of Appleton Community Development Department and follow the Grant Program Guidelines which are incorporated herein by reference.

I understand my project must meet the goals identified in the TIF District #11 Plan as summarized in the Purpose section of the Grant Program Guidelines.

I understand that all work must be in conformance with City of Appleton Municipal Code and ordinances and all required permits must be obtained. Work must include the correction of any known exterior building code violation. Participants in the Business Enhancement Grant Program are strongly encouraged to maintain insurance coverage in the amounts identified in the attached "Insurance Requirements - Small Exposure Jobs" during the Grant Agreement period.

I understand that any changes to the approved project improvements identified in Attachment A must be approved in writing in advance or those improvements are not eligible for funding. The approved work must be completed within one (1) year from the date of the Grant Agreement between the City of Appleton and the applicant. If extenuating circumstances require an adjustment to this deadline, the Director of Community Development will review it on a case-by-case basis.

I understand that the total project costs are my responsibility to pay with the vendor(s)/contractor(s) and the City of Appleton will reimburse me the fifty percent (50%) of the cost up to the maximum grant award for my project. The property owner must sign an Owner/Applicant Satisfaction Form when the work has been done to their approval and a lien waiver must be obtained from each contractor(s) upon payment.

All work to be done on the project shall be the sole responsibility of the property owner. The City of Appleton administers the grant project herein and the City is not responsible for any work undertaken under the grant. The Recipient and its officials, employees, agents, and the like, in consideration for receiving funds for the Business Enhancement Grant as outlined in greater detail in this agreement, agrees to indemnify, defend and hold harmless the City, and its officials, employees, agents and the like from and against any and all liability, loss, damage, expense, costs (including attorney fees) arising out of the funded project described herein. In addition to the foregoing, the Recipient's indemnification of the City under this agreement shall also include any claims made by the Recipient's employees, invitees or their heirs, assigns and the like arising in any way out of the funded project when caused in whole or in part by any negligent act or omission of the Recipient, any one directly or indirectly employed by the Recipient, or anyone for whose acts any of them may be liable, except where caused by the willful misconduct of the City of Appleton.

I certify that the statements made by me in this application and the information contained in this application are true. If I fail to adhere to the terms of this Grant Agreement or the Program Guidelines, I understand that the grant funding can be canceled by the City of Appleton at the sole discretion of the Director of Community Development.

Signature of Applicant

Date

Signature of Owner

Date

City of Appleton Use Only

Approved: \$_____ for property improvements

Denied

Reason(s) _____

Signature of Director of Community Development

Date

Owner/Applicant Satisfaction & Payment Request Form

Please complete the following form and submit it to the City of Appleton with documentation that the owner/applicant has paid the contractor(s) and vendor(s) and; therefore, the owner/applicant is requesting reimbursement of up to 50% of eligible project costs up to \$7,000 dollars.

A statement containing a full list of the laborers, vendors and contractors to whom payment was made for the project and the itemized amount of such payments must be attached to this request.

Note: Complete the lien waiver portion of the form for each contractor.

Owner: _____ Applicant: _____

Business Name: _____ Address: _____

Phone Number: _____ Payment Requested Per Grant Agreement: \$ _____

Contractor(s): _____

Owner & Applicant:

I/We hereby agree that the work outlined in our Grant Agreement has been completed to mine/our satisfaction and payment has been made to the contractor. I/We are requesting release of the City of Appleton funds in accordance with the Grant Agreement.

Note: A completed W-9 for the owner/applicant that will be issued the reimbursement check must be received prior to reimbursement being made by the City.

Owner Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

For City Use Only - Account Number: _____

Contractor – Waiver of Lien:

For value received, I, _____ (*insert contractor/vendor name*) hereby waive all rights for claims on the land and improvements on the property located at the address above, including labor performed and materials supplied, and including those of my subcontractors, if any. As the contractor/vendor, I assume full responsibility in the event any liens for non-payment of labor and/or materials should be filed against the property.

Contract amount: \$ _____

Contractor/Vendor Signature: _____ Date: _____

Insurance Recommendation

INSURANCE REQUIREMENT - SMALL EXPOSURE JOBS

All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (a) \$1,000,000 general aggregate
- (b) \$1,000,000 products - completed operations aggregate
- (c) \$500,000 personal injury and advertising injury
- (d) \$500,000 each occurrence limit

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (a) Premises and Operations Liability
- (b) Blanket Contractual Liability
- (c) Personal Injury
- (d) Explosion, collapse and underground coverage
- (e) Products/Completed Operations
- (f) The general aggregate must apply separately to this project/location

2 . BUSINESS AUTOMOBILE COVERAGE

A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage OR \$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:

- \$100,000 Each Accident
- \$500,000 Disease Policy Limit
- \$100,000 Disease - Each Employee

4. BUILDER'S RISK/INSTALLATION FLOATER

A. *{Insert property/business owner}* will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or are to be installed or erected by the contractor unless coverage is specifically to be purchased by the *{insert property/business owner}* and specified in the contract documents.

If coverage is desired for this exposure, the contractor may, at his own cost, procure insurance to cover same.

5. ADDITIONAL PROVISIONS

* **Additional Insured**

On the General Liability Coverage & Business Automobile Coverage. *{Insert property/business owner name }*, and its officers, members, agents, employees, and authorized volunteers shall be Additional Insureds.

* **Endorsement -**

The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

* **Certificates of Insurance -**

A copy of the Certificate of Insurance must be on file with the *{insert property/business owner name }*.

* **Notice -**

{Insert property/business owner name } requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

***The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.**