



Community Development Authority  
**FAÇADE IMPROVEMENT PROGRAM**

*FINAL*

**December 2, 2016**

## **PURPOSE**

This Facade Improvement Program is established to stimulate exterior building improvements to existing commercial storefronts in the Village of Shorewood. Improvements shall be sufficient in scope to produce visible improvements to commercial building facades.

## **PROGRAM GOALS**

- Enhance the attractiveness of the Village's Business District.
- Promote a high level of maintenance for a sustainable Business District.
- Promote commercial vitality and increased economic activity in the Business District.
- Maintain or improve existing commercial property values within the Business District which may also effectuate an increase in property values of the surrounding residential areas.

## **TARGET AREA**

The Target Area for this Facade Improvement Program includes commercial properties along the following commercial corridors, within the Village of Shorewood boundaries - both sides of Oakland Avenue, Capitol Drive and Wilson Drive. (See Attachment A for a map of the Target Area).

## **ELIGIBLE ACTIVITIES**

Eligible activities shall include but are not limited to the following improvements made to commercial building façade(s) facing a public street:

- Repair and/or replacement of the original building's materials and decorative details which are deteriorated or missing.
- Repair of non-original materials which cannot be removed due to deterioration of the underlying original building material.
- Cleaning of exterior building surfaces.
- Tuck pointing and masonry repair.
- Painting.
- Repair, replacement or addition of entrances, doors, display windows, transoms and upper story windows.
- Removal, repair and/or replacement of existing signs and awnings.
- New signs, awnings, parklets and patio vertical elements (subject to maximum reimbursement as described in the program funding section).
- New parklet, deck and patio vertical elements (subject to maximum reimbursement as described in the program funding section)
- Design fees (subject to maximum reimbursement as detailed below).
- Permanent exterior lighting.

- Screening of dumpsters and parking lots, if made of high quality materials in compliance with Shorewood Design Review Board requirements.

### **NON-ELIGIBLE ACTIVITIES**

- Work on non-mixed use, residential buildings.
- Work on a commercial building facade not facing a public street.
- Work on a roof and/or flooring.
- Work done before execution of a Façade Improvement Program Agreement (See Attachment C).
- Purchase of property.
- Construction of a NEW building (Construction of an entirely new building AND construction of any renovation where over 50% of the square footage of the building renovation is new construction).
- Patios, decks or balconies not facing a public street
- Fixtures and equipment.
- Inventory.
- Landscaping.
- Signage not in compliance with the Village's sign code other than for size-related Design Review Board granted exceptions.

### **PROGRAM FUNDING**

This program is established to stimulate eligible exterior improvements to existing commercial storefronts. Two types of grants are available under the program.

#### **Concept Design Grant**

Up to \$2,000. This grant will share the cost of developing a conceptual design and cost estimate for improvement of the subject building facade. An approved applicant will receive 90% of the consultant cost for developing the completed conceptual design and cost estimate up to \$2,000

#### **Facade Improvement Grant**

Up to \$10,000 (in addition to \$2,000 design grant) per storefront. This grant will share in the actual cost of implementing the improvements identified in the conceptual design and cost estimate including the cost to complete final design and construction documents. An approved applicant will receive an amount equal to 50% of the aforementioned costs up to \$10,000 per storefront, with a cap for new signage and awnings limited to \$1,500 and, parklets, decks and patio vertical elements limited to \$1,500.

A property owner or business owner that is proposing to do additional improvements to a commercial storefront in which past improvements were funded by the Facade Improvement Program, may apply for a Facade Improvement Program grant. However, this Façade Improvement Program limits grants to \$10,000 per storefront (in addition to

\$2,000 design grant), per five-year period. Subsequent requests within that five-year period will require direct approval by a majority vote of the CDA members. In considering this the CDA shall take into consideration one or more of the following factors: change in ownership, change in business concept and the ability to attract new businesses. Application requirement A through H and documentation attachments B and C are minimal requirements for all façade improvement grant requests, whether incentive requests are below \$10,000 or exceed \$10,000.

### **APPLICATION PROCESS**

- A. The Shorewood Façade Grant Program is described in full on the Administering Agency's and Village of Shorewood website. Once the applicant familiarizes themselves with the program guidelines, they should contact the Administering Agency for a discussion of the proposed project and how the program may be accessed. The official application (Attachment B) and conceptual design phase application (Attachment B-1) can be found on the Village of Shorewood's website and the Administering Agency's website.
- B. The applicant and/or qualified design professional prepares a schematic concept elevation of the facade and a cost estimate for review by Owner/Applicant (if created by a qualified design professional), Administering Agency, and designated Village Staff.
- C. Before completing the application or applying for the grant program, the Owner/Applicant will submit to designated Village Staff, a Design Review Board Application including professional material samples for the remodeling concept to the Shorewood Design Review Board (SDRB) for approval.
- D. Once the SDRB has approved the proposed exterior commercial improvement, the applicant should submit their formal application (Attachment B) to the Administering Agency.
- E. A complete application will include the following:
  - i. A completed Façade Improvement Program Official application (Attachment B) which will include the applicant's name, property address, and signature and approval by the property owner (if applicant is a commercial tenant)
  - ii. Where applicable, a completed conceptual design phase application (Attachment B-1), which will include the applicant's name, property address, design professional information, and signature and approval by the property owner (if applicant is a commercial tenant).
  - iii. A brief description of the project
  - iv. At least two bids for the project from qualified contractors
  - v. The plans submitted to the SDRB

- F. Owner/Applicant will obtain a minimum of two written proposals from qualified contractors and sub-contractors to complete the remodeling in accordance with the plans and specifications and all applicable laws and then submit to the Administering Agency for its review and approval. The Owner/Applicant is not required to accept the lowest bid. If there is a difference in total pricing of 20% between the two bids and the Owner/Applicant wishes to go with the more expensive bid, the Owner/Applicant is responsible for explaining in writing why there is a pricing difference and why the higher bid is being chosen.
- G. Once the application is complete and submitted, the Administering Agency and designated Village Staff will review the application and, if approved, sign the application.
- H. Once all approvals required in steps A-G are obtained and once the SDRB approval is obtained, the Owner/Applicant and the Administering Agency will execute a Facade Improvement Program Agreement (Attachment C) in which the Owner/Applicant agrees to complete the project in a timely manner within one year. Construction on façade improvements must commence within 90 days of execution of the Façade Improvement Program Agreement.
- I. The Administering Agency agrees to reimburse the Owner/Applicant for 50% of the exterior façade costs of the project, up to \$10,000 per storefront (in addition to \$2,000 design grant), with signage, parklet, awning and patio vertical elements reimbursement capped at \$1,500 (including the preparation of plans and specifications), upon completion of the project. All invoices, proof of payment and lien waivers for the project work must be reviewed and approved by the Administering Agency and designated Village Staff before grant reimbursement occurs.

### **RECORD RETENTION**

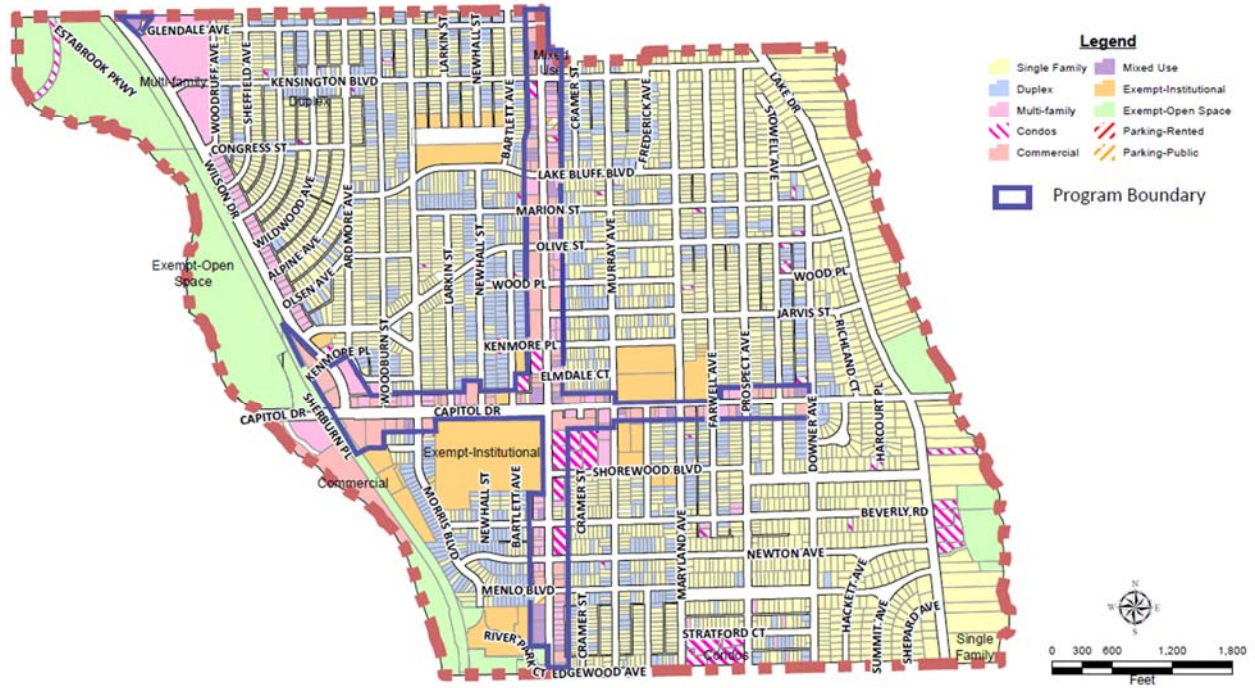
Certain records related to this Façade Improvement Program are public record and subject to open records law. As such, records will be retained by the Village of Shorewood and CDA. The Village of Shorewood is the official custodian for the Façade Improvement Program documentation.

# Attachment A

## VILLAGE OF SHOREWOOD

### Façade Improvement Program Target Area

Village of Shorewood  
Community Development Authority Façade Improvement & Business Loan  
Target Area Map



## Attachment B

### FACADE IMPROVEMENT PROGRAM OFFICIAL APPLICATION

#### APPLICANT INFORMATION

Date of Application: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Please check one (or all) the following:

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

Subject Property Address: \_\_\_\_\_

#### PROPERTY OWNER INFORMATION

Property Owner Name: \_\_\_\_\_

As the legal owner of the Facade Improvement Program subject property, I hereby grant authorization and/or agree to complete the Facade Improvements described on this application.

Property Owner/Landlord Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

#### DESCRIPTION OF FACADE IMPROVEMENTS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***\*\*\*Please attach schematic drawings of All building/site improvements including any signage proposed to be eligible for funding from the Facade Grant Program***

**FACADE IMPROVEMENT PROGRAM OFFICIAL  
APPLICATION (cont.)**

Total Construction Cost Estimate:

\$ \_\_\_\_\_

**CONTRACTOR INFORMATION**

***\*\*\*Please attach a minimum of 2 official bids from ALL contractors (both general and sub-contractors, as applicable)***

Contractor Proposal #1: \_\_\_\_\_

\_\_\_\_\_ Estimate Attached                      Amount \$ \_\_\_\_\_

Contractor Proposal #2: \_\_\_\_\_

\_\_\_\_\_ Estimate Attached                      Amount \$ \_\_\_\_\_

**OFFICIAL APPROVALS**

Community Development Authority Signature of Approval:

\_\_\_\_\_

Date: \_\_\_\_\_

Administrating Agency Signature of Approval:

\_\_\_\_\_

Date: \_\_\_\_\_



## Application Exhibit B-1

### FACADE IMPROVEMENT PROGRAM OFFICIAL CONCEPTUAL DESIGN PHASE APPLICATION

#### APPLICANT INFORMATION

Date of Conceptual Design Application: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Check All That Apply:  Business Owner  Tenant  Property Owner

Subject Property Address: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Business Daytime Phone Number: \_\_\_\_\_

Total Number of Businesses at Property Address: \_\_\_\_\_

Name(s) of Other Businesses at Property Address: \_\_\_\_\_

#### PROPERTY OWNER INFORMATION

Property Owner Name: \_\_\_\_\_

Property Owner Mailing Address: \_\_\_\_\_

Property Owner Daytime Phone Number: \_\_\_\_\_

As the legal owner of the Façade Improvement Program subject property, I hereby grant authorization and/or agree to participate in the Façade Improvement Program Conceptual Design Phase.

Property Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### DESIGN PROFESSIONAL INFORMATION

Name of Design Professional: \_\_\_\_\_

Address of Design Professional: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

#### AGENCY ACTION

Agency Approval Signature \_\_\_\_\_ Date: \_\_\_\_\_

Village Approval Signature \_\_\_\_\_ Date: \_\_\_\_\_

## **Application Exhibit B-2**

### **Two Written Proposals from Qualified Contractors**

**Attachment C**  
**VILLAGE OF SHOREWOOD**  
**Facade Improvement Program Agreement**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the (Insert Administering Agency), Village of Shorewood Community Development Authority and \_\_\_\_\_, applicant/owner (Recipient) of the subject property located at \_\_\_\_\_, in the Village of Shorewood, Wisconsin.

**RECITALS**

WHEREAS, the CDA is desirous of encouraging activities which enhance the attractiveness of the Village's Business District; promote a high level of maintenance for sustainable Business District; promote commercial vitality and increased economic activity in the Business District; and maintain or improve existing commercial property values within the Business District which may also effectuate an increase in property values of the surrounding residential areas; and

WHEREAS, the CDA and the Village Board have approved and adopted a FACADE IMPROVEMENT PROGRAM to encourage business and property owners to upgrade the commercial storefront facades; and

WHEREAS, pursuant to the FAÇADE IMPROVEMENT PROGRAM, the Recipient names above has applied for a grant to assist in completing facade improvements; and

WHEREAS, the CDA has designated the (Insert Administering Agency) to be the acting agent on its behalf;

WHEREAS, after reviewing the application submitted by Recipient, the (Insert Administering Agency) and (Village Staff Representative) have found and determined that it would be beneficial to and serve to implement the goals of the Village's redevelopment effort in the Business District to support Recipient's facade improvement project through a grant of funds upon the terms and conditions hereinafter described; and

NOW, THEREFORE, for the mutual considerations described herein and other good and valuable consideration, the parties agree as follows:

**I) CDA and (Insert Administering Agency) obligations and responsibilities:**

**(A)** After construction is completed and upon receipt of all documentation relating to the facade improvement project costs, the CDA shall reimburse Recipient for one-half of the construction related costs up to a maximum grant of \$10,000 (in addition to \$2,000

design grant). In the event that Recipient fails to complete the improvements within 12 months of signing this agreement, the CDA shall not be liable for reimbursement for any construction costs unless the (Insert Administering Agency) and Village Staff Representative agree otherwise in writing. Recipients must submit to the (Insert Administering Agency) any request to approve extensions to that deadline at least 90 days prior to the project completion date if so needed. Extensions may be granted for extenuating circumstances within the 90-day period, provided in writing, describing the circumstances.

**(B)** The CDA shall not be liable for payments for services beyond the scope of the (Insert Administering Agency) authorized improvements, nor shall the CDA and (Insert Administering Agency) be liable for improvements which are made after the facade improvements project is completed or after the CDA has authorized reimbursement to the Recipient.

**(C)** The (Insert Administering Agency) shall not be a party to nor is it liable for any contractual payments to any contractors, architects or other third parties. Payments to any contractors, architects or other parties are the sole responsibility of the Recipient.

**II) Recipient obligations and responsibilities:**

**(A)** Recipient agrees to accept grant funds in an amount not to exceed \$10,000 (in addition to \$2,000 design grant). Such grant funds shall be given on a reimbursement basis and shall only be for one-half of the construction related costs up to a maximum grant amount of \$10,000 (with reimbursement for signage, parklets, awnings and patios vertical elements capped at \$1,500); and

**(B)** Recipient acknowledges and agrees that the grant funds are to be used solely for exterior facade improvements on the subject property located at:

\_\_\_\_\_.

**(C)** Recipient is the owner of the subject property or has submitted the owner's written consent to improve the subject property on the grant application form which is attached hereto as Attachment C and Attachment D where applicable; and

**(D)** Recipient has submitted a final design sketch or plan of the exterior facade improvements which has been approved by the Village of Shorewood Design Review Board and is attached hereto as Exhibit "A". Recipient acknowledges that all facade improvements completed shall be consistent with the aforesaid plans and be in conformance with all federal, state, county and municipal laws, ordinances, codes and regulations; and

**(E)** Recipient has submitted two written proposals from qualified contractors which are attached hereto as Exhibit "B"; and

(F) Recipient agrees that all facade improvements as set forth in Exhibit "B" for the chosen proposal shall be completed on or before one year from the time this agreement is signed by both parties ("the completion date") and no grant fund reimbursement payments shall be made prior to completion; and

(G) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to storefront facade improvements, sufficiently and properly reflect all expenditures of funds provided by the (Insert Administering Agency) under this Agreement; and

(H) Recipient shall make all books and records pertaining to the facade improvement project available to the (Insert Administering Agency) and/or CDA/Village staff for inspection, review and audit purposes at all reasonable times upon demand for the term of this Agreement and for three (3) years thereafter and the Village of Shorewood is the official custodian for the Façade Improvement Program documentation; and

(I) The recipient shall submit to the (Insert Administering Agency) not more than sixty (60) days after the facade improvement project is completed, all supporting documentation relating to the costs associated with the improvements on the subject property; and

(J) The Recipient and or the Recipient's contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Recipient shall maintain, at its own expense, General Liability Insurance covering the subject property and the resultant uses thereof in the amount of \$1,000,000.00 and will maintain property damage coverage for a minimum of \$100,000.00 the premium of which shall be paid prior to execution of this Agreement. Said insurance shall name the CDA as an additional insured; and shall provide the CDA with notice of any cancellation or change in coverage. Recipient shall furnish the CDA with certificates of Insurance. Any lapse of this coverage during this period of the Agreement shall be grounds for termination of the Agreement by the CDA.

**(III) Term of Agreement**

This Agreement shall commence upon execution and shall expire sixty (60) days after the Completion Date. In the event that the Recipient fails to commence the project within ninety (90) days from the date of execution of this Agreement, (Insert Administering Agency) as the acting agent of the CDA reserves the right to terminate this Agreement upon ten (10) days' notice to Recipient.

Application received date: \_\_\_\_\_

Grant approved date: \_\_\_\_\_

Project budget: \_\_\_\_\_

Grant amount: \_\_\_\_\_

Execution date: \_\_\_\_\_

Commencement date: \_\_\_\_\_

Completion date: \_\_\_\_\_

**(V) Designated Representatives**

The names and addresses of the Designated Agents/Representatives of the parties in connection with this Agreement are as follows:

AS TO AGENCY: (Insert Administering Agency)  
c/o Village of Shorewood  
3930 N Murray Avenue  
Shorewood, WI 53211

VILLAGE OF SHOREWOOD: Executive Director  
3930 N. Murray Avenue  
Shorewood, WI 53211

AS TO RECIPIENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
(Insert Administering Agency)

RECIPIENT: Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Agreement Exhibit C-1**

**Final Design Sketch or Plan of the Exterior Façade Improvements  
Approved by the Village of Shorewood Design Review Board**