

City of West Fargo Façade Improvement Program

Program Purpose and Benefits

The City of West Fargo (city) façade improvement program provides the use of public funds to leverage private investment for exterior façade improvements to properties located within the city's Sheyenne Street/Main Avenue corridor. The program applies to all commercial property within the designated area whose property is on or adjacent to Main Avenue from 45th Street North (East side) to 26th Street West (West side). A property can also be located on or adjacent to Sheyenne Street from Main Avenue (North) to 7th Avenue (South) and one block each side for non-residential buildings. The program is intended to encourage owners and business tenants of existing properties to undergo projects which are transformational with respect to the building not just maintenance of the property (This is not a building maintenance contract).

Program Goals

- Beautify the area by improving exterior building facades
- Enhance commercial growth
- Encourage redevelopment and reinvestment
- Increase community pride in the adjacent neighborhoods
- Add significant physical improvements to the aesthetics of the property
- Create a unique and distinct place
- Coordinate implementation efforts

Project Eligibility

The program is offered through and administered by the City of West Fargo Economic Development office. Interested parties may apply for a zero percent (0%) loan/grant, not to exceed \$20,000 for up to 50% of their investment. Additional Renaissance Zone incentives may be applicable if other capital/structural improvements are made to the property. Eligibility requirements include:

- Property may not have any outstanding code violations
- Payment of all taxes and/or assessments must be current
- Property must be zoned commercial and operate as such
- Applicant must make a financial commitment to the project
- Projects must focus on the exterior façade of the building and be a visual improvement
- Improvements must comply with all City zoning and building code requirements and Sheyenne St/Main Ave recommendations.

This incentive may be used in conjunction with a Renaissance Zone incentive.

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Eligible Improvements

The following list contains eligible improvements which may be included under this program for grant assistance:

- Doors: installation, renovate and/or replacement of exit doors and hardware to provide public access
 or where current doors don't meet building or fire codes or it will improve the appearance of the
 building.
- 2. Painting: Painting of the exterior of the building
- 3. Fencing: Decorative fencing for pedestrian plazas or courtyards
- 4. Fascia/Gutters/Downspouts: Replacement or renovation of these items
- 5. Shutters/Awnings/Canopies: renovation or replacement of these items
- 6. Signs: New, renovation, replacement or removal of exterior signs
- 7. Stairs, porches, railings: renovation or replacement of these items
- 8. Walls: renovation or rebuilding of exterior walls including sealing, cleaning, painting
- 9. Windows: renovation of frames, sills, replacement of glass and installation of new windows
- 10. Roofs: renovate and/or re-roofing where the effects of the repair will be visible from a public street
- 11. **Walkways:** Restoration or replacement of deteriorated or hazardous sidewalks, pavers, plazas or other permanent improvements designed for pedestrian use
- 12. Lighting: renovation, replacement or installation of exterior building and sign lighting
- 13. **Landscaping:** Limited to perennial plantings such as trees and shrubs; construction of planters or window boxes permanently affixed to the building is included. All other landscaping projects will be taken into consideration and evaluated as a part of the complete façade project.
- 14. Removal of materials: Removal of any inappropriate or incompatible exterior finishes and materials
- 15. Aluminum or vinyl siding: renovation or replacement of these items
- 16. **Parking lots and driveways:** Resurfacing and repair of driveways or parking lots may not exceed 10% of the façade grant amount.

All improvements must be permanently affixed to the building. Architectural costs incurred in the projects design are eligible for assistance not to exceed \$1,000.

The following lists contains costs NOT eligible for assistance

- Building permits and fees
- Title reports and fees
- Extermination of insects, rodents or other pests
- Private sidewalk replacement or repair
- Acquisition of land or buildings
- Refinancing of existing debt
- Air conditioning or heating facilities
- Plumbing



- Sprinkler systems-indoor or outdoor
- Building security systems
- Interior floor, wall or ceiling repair
- Working capital
- General repair/maintenance work not contributing to the overall exterior impact of the building
- Improvements not listed as eligible or ineligible are subject to review by the city, EDAC and city commission.

Funding

A project will be funded by a 50/50 split between the applicant and City for the total project costs. The city's share assistance may not exceed 50% of the total project costs up to a maximum of \$20,000 for each qualifying project, whichever is less. The interest rate will be 0% and amortized over ten years. If a recipient makes payments consistently and stays in business for a minimum of five years, the remaining loan balance will be written off up to a maximum of \$10,000. Projects with a total cost of less than \$10,000 will not be considered.

Process

Interested applicants should submit an application to the economic development office. City staff will review the project to ensure program compliance. If the project complies, it will be sent to the EDAC for review and recommendation. The applicant is encouraged to attend the EDAC meeting where the project will be reviewed and considered by the committee. City staff will notify applicant as to the progress, time and date of the EDAC meeting. If the project is approved by the EDAC, it will be sent to the city commission for review and recommendation. If denied at any level, city staff will notify the applicant as to the reasoning and give the applicant the opportunity to amend their application for reconsideration and further review.

Application items to be included are as follows:

- a) Completed application form
- b) Property address and/or complete legal description
- c) Proof of ownership
- d) Site plan with elevations
- e) Photos, drawings, site plans
- f) Bids and cost estimates
- g) Landscaping plan, signage plan

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Project Award

Following the review and approval by the city commission, the applicant may obtain any required building permits. The applicant should not start any improvements or demolition unless written authorization is given by the City's Economic Development Department. Any work performed or materials purchased prior to final approval by the city commission will NOT be eligible for the loan/grant.

Construction must be completed within 180 days or as otherwise approved by the city commission. Modifications to the approved final plans which produce visible differences in the approved application and design will require review and approval of city staff. Failure to do so will invalidate the project and result in the project being terminated and NOT eligible for grant assistance.

Once construction is complete, the applicant will notify the City's Economic Development Department and schedule a final walk-through. Discrepancies between the approved plan and actual construction will be noted in writing and a time frame for correction will be determined.

Façade grant assistance is limited to one project per fiscal year for each property. Applications cannot be submitted for properties which received façade assistance within the prior two years. Grants are limited to Façade Improvement Program. Funding allocations by the city for any given fiscal year and will be funded on a first applied, first approved basis, until funds are depleted or City Commission changes process. The city, in its sole and exclusive discretion, reserves the right to cancel the program at any time, prior to grant approval, without notice, if sufficient funds for the program are not available.

Payment

Payments are due the first of each month. If a payment is more than 30 days late applicant will be charged 5% of the amount of payment or \$500 whichever is less. Applicant will pay the late charge promptly, but only once for each late payment. Applicant may prepay this note in full without any prepayment penalties.

Applicant will be in default if any of the following events occur:

- Payments: Applicant fails to make a payment in full when due.
- **Insolvency or bankruptcy:** The death, dissolution or insolvency of appointment of a receiver by or on behalf of the business or applicant; application of any debtor relief law, the assignment of the benefit of creditors by or on behalf of; the voluntary or involuntary termination of existence by; or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization compensation or debtor relief law by or against applicant or any co-signer, endorser, surety or guarantor of this note or any other obligations applicant may have.
- **Business Termination:** Applicant merges, dissolves, reorganizes, and terminates business existence or a partner or majority owner dies or is declared legally incompetent.
- **New Organization:** Without city's written consent, applicant reorganizes, merges into or consolidates with an entity; acquires all or substantially all of the assets of another business; materially changes the legal



structure, management, ownership, or financial condition; or affects or enters into a domestication, conversion or interest exchange.

- Failure to Perform: Applicant fails to perform any condition or to keep any promise or covenant of this note.
- Other Agreements: -Applicant is in default on any other debt or agreement with city.
- **Misrepresentation:** Applicant makes any verbal or written statement(s) or provides any financial information that is untrue or inaccurate, or conceals a material fact at the time it is made or provided.
- Judgment: Applicant fails to satisfy or appeal any judgment against city.
- **Forfeiture:** The property is used in a manner or for purpose that threatens confiscation by a legal authority.
- Name Change: Applicant changes name or assumes an additional name without notifying city before making such a change.
- **Property Value:** City determines in good faith that the value of applicant's property has declined, is impaired, or in a gross state of disrepair.
- Material Change: Without first notifying city, there is a material change in applicant's business, including ownership, management and financial conditions.
- **Due on Sale or Encumbrance:** City may, at its option, declare the entire balance of this note to be immediately due and payable upon the creation of or contract for the creation of, any lien, encumbrance, or transfer of sale of, all or any part of the property. If applicant is in default under this agreement, applicant may not sell the inventory portion of the property even in the ordinary course of business.

Should the business be sold, the incentive may be assumed by the buyer, provided they meet all of the requirements and agree to terms of the Note.

Waivers and Consent: To the extent not prohibited by law, applicant waives protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

Release of funds

Execution of this application and supporting documentation (Pages1-) you are indicating that you are personally responsible and liable for the terms of the Loan/Grant and applicant understands the terms to be binding of both parties. The conditions of the Loan/Grant are subject to the Façade Improvement Program specifications and the application packet you have provided and have been approved by the City.

Grant funding will be awarded upon a <u>post completion</u> basis only. Applicants must provide verification of all project costs including copies of all paid invoices before funds can be disbursed.

Applicant Signature: Signature of Applicant:	Date:



	PRIMARY CONTACT INFORMATION FOR THIS APPLICATION
Name: _	
Address: _	
Phone: _	Fax:
E-Mail: _	
oplicant Nar	me:
operty Owr	(Name of person/entity to RECEIVE grant) ner:
roperty Add	ress:
rchitect/Firn	n: (If applicable)
	DESCRIPTION OF PROPERTY
	story (If available):
tal Cost of	Façade Renovation \$ Total Loan from City \$ Int Portion of Loan \$
he faced ren	ovation part of a larger project?
cs, picase u	icocribe comprehensive rioject.

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Summary of Existing Condition of Façade: (Please attach Pictures – Attachment 1)
Summary of Proposed Scope of Work: (Materials, color schemes, etc.) Please attach colorized
drawings that include pre- and post- rehab detail, indicating specifically what will be modified and how (Attachment 2). Bids or official estimates from licensed commercial contractors or other providers of needed services and materials are required. (Attachment 3)
Estimated completion date:
Historic Character: How will proposed project affect historic character? (If applicable)
How will your project complement downtown redevelopment efforts?



Applicant Signature:	
Signature of Applicant:	Date:
Signature of property owner:	Date:
If approved by West Fargo City Commission Development Director of the City of West	oners, signature will be required by the Mayor and/or Economic Fargo.
City of West Fargo:	
	Date:
Mayor	
	Date:
Economic Development Dire	
STATE OF NORTH DAKOTA)	
)	SS.
COUNTY OF CASS)	
On this day of	, 20, before me, a Notary Public within and for said County and
State, personally appeared	, known to me to be the person described in and who
executed the foregoing instrument and ack	knowledged to me that he executed the same.
Notary	Public, Cass County ND
(05.41)	My Commission Expires:
(SEAL)	***
Notary signature required prior to receipt	of funds.
Signature of Applicant	
Signature of Applicant	
Applicant	Date:
Аррисанс	Date:
Notary signature required prior to receipt	of funds.
STATE OF NORTH DAKOTA)	
COUNTY OF CASS)	SS.
COUNTY OF CASS	
On this day of	, 20, before me, a Notary Public within and for said County and
executed the foregoing instrument and ack	, known to me to be the person described in and who knowledged to me that he executed the same.
and the control of the control	
	Notary Public, Cass County ND
(SEAL)	My Commission Expires:
, ,	

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Attachment 1: Photos (current & historic if available)

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Attachment 2: DRAWINGS PRE & POST

Initial: _____ Revised July 2015



Attachment 3: BIDS & COSTS ESTIMATES

Revised July 2015 Initial: _____