

ABOUT THE PROGRAM | *This is a temporary pilot program that will be capped at 3 grantees at this time until or unless the Jenks Economic Development Authority Board takes further action.*

The Jenks Economic Development Authority (JEDA) Commercial Kitchen Grant (CKG) is an incentive program to encourage restaurant development within the Downtown Core while protecting the small-town look and feel. JEDA desires to attract new restaurants to Main Street in the Downtown Core by making the addition of commercial kitchens to older buildings economically feasible, with an emphasis on creating a dining destination within the City. Funding priorities for the CKG will apply specifically to the following types of businesses:

- New unique concept restaurant ideally with an entertainment component attached
- Locally owned destination restaurants
- Microbreweries/ Wine Bars
- Trendy urban restaurants (including health food)
- Proven local or national restaurant group concepts
- Specialty Bakery and Cafe (donuts, pies, cakes, sandwiches etc.)
- Restaurants with outdoor dining

Nothing contained in this Policy is intended to imply that the JEDA or City is under any obligation to provide financial incentives or other forms of assistance to any applicant. All requests will be considered on a case-by-case basis. Any applicant granted assistance must enter into an agreement with the JEDA that contains all terms required by state law, City code, this Policy, and any other applicable law, in order to ensure an adequate public benefit in exchange for the public incentives to be provided. Should the provisions of such an agreement differ from the provisions of this Policy, the agreement will control.

1. Eligible Area: The CKG will apply specifically to the following area: along Main Street between the railroad tracks and 3rd Street in the Downtown Core (as defined by the Comprehensive Plan).
2. Eligible Properties: Retail/commercial food preparation uses within the Eligible Area as permitted by the UDO, with an emphasis on retail restaurants.
3. Automatic Disqualifications:
 - (a) It is determined that the application does not meet the spirit, intent and/or legal requirements for the grant.
 - (b) A prior grant awarded to the applicant was rescinded or applicant has previously defaulted on any prior economic development agreement with JEDA or the City.
 - (c) The applicant is currently a party in litigation against JEDA and/or City or has threatened litigation against the JEDA and/or City.

- (d) Any work done prior to JEDA/City approval does not qualify.
4. Special Conditions: Commercial kitchen design and equipment are unique to the restaurant/food preparation operation they serve. Applicants to CKG program are required to provide a detailed description of their planned operation and menu as well as detailed organizational and financial information to demonstrate the viability of the project.
 5. Eligible Project Costs: Generally, all costs specific to commercial kitchen improvements and permanently attached commercial-grade kitchen equipment/systems are eligible for consideration (Project). The proposed Project must comply with the Plan, applicable land use regulations, and current city code and adopted construction code requirements, subject to review/approval by the City staff. The kitchen and its equipment will comply with all local health and safety requirements that apply to food produced for sale. Eligible project costs may include:
 - (a) Removal of deteriorated or undesirable interior alterations;
 - (b) Construction, reconstruction, and expansion of the kitchen area - walls, ceilings, framing, drywall, insulation, molding, flooring;
 - (c) Repair, replacement, or installation of built-in systems (e.g. sprinkler system);
 - (d) Acquisition/Installation of commercial grade equipment which is attached to the structure (fixtures), non-attached equipment is not eligible. Examples include:
 - I. Hoods and ventilation systems;
 - II. Fire suppression systems;
 - III. Plumbing systems/fixtures;
 - IV. Gas lines/fixtures;
 - V. Electrical systems/fixtures;
 - VI. Grease interceptor;
 - VII. Walk-in/reach-in refrigerator space;
 - VIII. Walk-in/reach-in freezer space;
 - IX. Cook tops - range, griddle, grill, stock pot stove, steamer;
 - X. Ovens – baking, convection, rotisserie, broiler;

- XI. Floor-mounted gas deep fryer;
 - XII. Floor-mounted mixer;
 - XIII. Maintenance/sanitization equipment such as dishwasher and garbage disposal.
- (e) Ancillary improvements to the primary Project, such as structural stabilization and other interior improvements recommended and approved by CRA staff on a case-by-case basis. Elimination of any known code violations is a required component of the Project. Projects are encouraged to incorporate sustainable designs, specify building materials with green product certification, and strive to maximize the energy efficiency of the kitchen operation.
6. **Basis/Limits of Benefits:** Within the Eligible Area, a CKG award will provide a grant for up to 90% of the eligible costs not to exceed \$250,000. Costs submitted for a CKG are not eligible for any other City/JEDA economic development assistance/incentive (no double-dipping).
7. **Applicant:** The property owner (Owner) and the tenant (restaurant/food preparation operator) must be joint applicants. A CKG award will have ongoing obligations/covenants set forth in a grant agreement, which will be protected by a lien on the applicant's property.

Step 1: Application Process

1. Schedule an appointment with JEDA staff to discuss potential project and make sure it meets Program intent. Please call the Planning Department.
2. Submit a completed application with a check for \$250.00 made payable to Jenks Economic Development Authority for review. Incomplete applications will not be considered for funding until a complete application, and all supporting documents are received by JEDA. Applications must be signed by the owner of the property of record; tenants and/or other occupants are ineligible to participate in the Program and are prohibited from filing an application on behalf of an owner, unless otherwise authorized, in writing, by the property owner along with an executed lease or letter of intent.
3. JEDA staff will complete the application review within 30 days of receipt and notify Applicants of any missing information or deficiencies in terms of eligibility for the Program.
4. A fully executed and accepted grant agreement between JEDA and the Applicant, shall be executed within 30 days of JEDA approval and shall serve as a Notice to Proceed.
5. The project must be completed within twelve months of Grant Agreement execution.

6. Should project delays arise, it is at the discretion of the City Manager to grant no more than one six-month extension to the Agreement prior to its expiration by submitting a request in writing. Extensions will not be considered once the Agreement has expired.
7. Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the JEDA Board.

Step 2: Construction/Payment & Site Visits

1. The CKG grant agreement is between JEDA and the Applicant. JEDA will not make payments directly to the contractor.
2. JEDA will disburse funds as a reimbursement once the Applicants have paid invoices and provide paid invoices with receipts in sufficient detail as required by JEDA. JEDA will disburse funds at 20% of project completion and 100% of project completion.
3. Applicants must provide a release from your contractor in consideration of final payment.
4. A JEDA/City staff member will visit the property and take photographs of the project. Once the project has been inspected and approved by the City of Jenks and/or the JEDA, a check will be issued in the Applicants name.
5. Applicant will be required to grant JEDA/City staff access to conduct unannounced site visits before, during, and after the project in order to determine and ensure compliance with the terms of the grant agreement.

PLEASE READ THE FOLLOWING PRIOR TO APPLICATION SUBMITTAL

1. The application must include all the following items:
 - Photographs of the current condition of site and structures;
 - a detailed outline of all proposed improvements with at least 2 cost estimates;
 - business plan including details on restaurant operation;
 - description of concept;
 - site plan;
 - project schedule;
 - food-service related resume; business references;
 - Pro forma.

2. Approval of an application is separate and apart from all other City approvals, permits and processes as well as any other agency approvals.
3. Owners of properties that are for sale may not apply for grant funding. Properties sold within twenty-four months of receiving grant funding must repay the full grant amount.
4. As a condition of approval, the Applicant will agree that improvements made using these funds will stay in place a minimum of five (5) years. If improvements are replaced within five (5) years of construction completion, the grant recipient must pay a pro rata portion of the grant proceeds invested in the project for the number of months remaining. The location will not be eligible for another CGK grant for at least ten years from the date of agreement.
5. After approval, JEDA will provide the Applicant with an approved Grant Agreement for signature, Applicant shall not begin construction (Grants cannot be applied retroactively for work previously completed) until the Grant Agreement is signed by all parties and any applicable documents have been recorded in Tulsa County public records.
6. If deemed necessary, JEDA reserves the right to have the application and its contents evaluated and analyzed by an outside third party including but not limited to; the proposed business plan, partnership/ownership information with equity positions, mortgage on the property, lease agreements, letter of Intent from lending institution and any other documents provided by the Applicant.
7. Property to be improved must not have any delinquent ad valorem taxes, be free of all municipal and county liens, judgments and encumbrances of any kind. Upon grant approval, the property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the Applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application. NOTICE TO THIRD PARTIES: the grant application program does not create any rights for any parties, including parties that performed work on the project. Nor shall issuance of a grant result in any obligation on the part of JEDA to any third party. JEDA is not required to verify that entities that have contracted with the Applicant have been paid in full, or that such entities have been paid any subcontractors in full. Applicant's warranty that all bills related to the Project for which is the Applicant is directly responsible is sufficient assurance for JEDA to award grant funding.