

COMMERCIAL DISTRICTS AND CORRIDORS ART MURAL GRANT PROGRAM



The Commercial Districts and Corridors Art Mural Grant Program is intended to provide a matching Grant for outdoor, high-impact, Art Murals that contribute to placemaking, beautification, graffiti deterrence, and which contribute to the broader revitalization of the City's commercial districts and corridors.

A. Program Description/Overview

1. For the purpose of this Program:

- a. **“Art Mural”** means any outdoor, large-scale, high-impact, artwork, which is visible from the public realm and painted or applied directly to an exterior building facade of a building that:
 - i. will contribute to placemaking, beautification, and graffiti deterrence;
 - ii. respects community standards concerning appropriate subjects and imagery for display in public places; and,
 - iii. meets all the criteria established by the City, weighed in consideration of the constitutionally protected rights under Canada's Charter of Rights and Freedoms.

For additional clarity, an Art Mural shall not:

- i. fall under the definition of a sign under Sign By-law No. 10-197 as amended;
- ii. be subject to royalty rights;
- iii. be located on an accessory structure;
- iv. be applied to boards or other construction material and affixed to a building façade;
- v. conflict with the City's core values, vision or strategic goals or does not adversely impact on the City's identity;
- vi. conflict with any applicable federal and provincial laws, regulations or standards, City by-laws or policies;
- vii. breach or conflict with any existing City or Sponsorship agreements and/or contracts;
- viii. adversely impact public safety;
- ix. incite violence and hatred;
- x. present demeaning or derogatory portrayals of individuals or groups;
- xi. depict explicit sexual content or sexualized nudity (non-sexual, artistic nudity, appropriate for a public, all-ages environment, may be considered on a case-by-case basis);
- xii. depict content that is pornographic;

- xiii. minimize and/or detract from the image of the City and/or its employees;
 - xiv. be likely to cause deep or widespread offence in light of generally prevailing community standards;
 - xv. promote contests, lotteries, gambling, or gaming;
 - xvi. promote drug, alcohol, tobacco, cannabis, or vaping use;
 - xvii. include political content (including any political symbols or flags); and,
 - xviii. include advertising.
- b. **“Director”** means the City’s Director of the Tourism and Culture Division;
 - c. **“Manager”** means the City’s Manager of Placemaking Public Art and Projects in the Tourism and Culture Division;
 - d. **“Owner”** means the owner registered on title of the property that is the subject of a Program application;
 - e. **“Program”** means the Commercial Districts and Corridors Art Mural Grant Program;
 - f. **“RHCD CIP”** means the Revitalizing Hamilton’s Commercial Districts Community Improvement Plan; and,
 - g. **“RHCD CIPA”** means the Revitalizing Hamilton’s Commercial Districts Community Improvement Project Area.
2. This Program applies to commercial or mixed-use commercial buildings in the following Community Improvement Project Areas: Ancaster, Barton Village, Binbrook, Concession Street, Downtown Hamilton, Dundas, Locke Street, Ottawa Street, Stoney Creek, Waterdown and Westdale Commercial Districts, Mount Hope/Airport Gateway Commercial District and the Strategic Commercial Corridors as collectively defined through the RHCD CIPA By-law.
 3. Grants provided under this Program shall be provided to the Applicant, who is an artist preparing the Art Mural or a business that installs murals as part of its usual work, and which employs the artist preparing the Art Mural, and who has written authorization from the Owner to complete the Art Mural.
 4. The Program is a 50/50 cost-sharing program. The Grant amount will be the lesser of:
 - a. 50% of the total eligible costs as submitted in the accepted cost estimate;
 - b. \$12,500; or
 - c. \$40 per square foot of Art Mural area.
 5. There is no limit on the number of applications an Applicant may submit or the

number of properties for which funding may be requested. Notwithstanding the foregoing, an Applicant may receive no more than \$40,000 in total funding under this Program per calendar year, unless this limit is waived by the Director after August 1 due to unallocated Program funds.

B. Program Eligibility and Criteria

6. Applications to this Program must meet the goals of the RHCD CIP.
7. Notwithstanding Section A, Paragraph 2, this Program shall not apply to a building currently operating or proposed adult entertainment parlour, body rub establishment, correctional facility, corrections residence, emergency shelter, lodging house or residential care facility as defined in Zoning By-law No. 05-200, to a property where a designated heritage building or any designated part thereof, has been demolished in contravention of the Ontario Heritage Act or any applicable City by-law or Official Plan policy respecting designated heritage buildings, or parts thereof.
8. Applications for Grants under the Program will be submitted to the Tourism and Culture Division, which will be accepted on a first-come, first serve basis. Required documents and information forming a complete application shall be identified within the Program's application form and be signed by both the Applicant and the Owner of the building on which the Art Mural is being placed.
9. A cost estimate for the Art Mural is to be provided by the Applicant that includes a detailed breakdown of the costs associated with designing and painting the Art Mural. Only those costs eligible in Section D of this Program will be accepted as part of the Grant calculation.
10. The Applicant shall submit, as part of the Program application, a joint attestation with the Owner confirming that the building façade on which the Art Mural will be installed is in suitable condition to host the Art Mural for a minimum period of five (5) years from the date of completion. The attestation shall be accompanied by a current photograph of the façade demonstrating its suitability. The Applicant shall further attest that materials of sufficient quality and durability will be used to ensure the Art Mural remains in good condition for at least five (5) years from the date of completion, all to the satisfaction of the Director. Signage or advertising of any form may not be placed over the mural during its allotted 5 year life-span.
11. A building façade may only be eligible for a Grant once over a period of 5 years from the date of completion. However, portions of a building's facade not containing an existing mural that are adjacent to the façade of an approved Grant are still eligible for the Program, subject to meeting the criteria of this Program.
12. After 5 years have passed from the date of completion of the Art Mural, an Applicant may reapply to the Program to install a new Art Mural on the same building façade; however, if the existing Art Mural is determined by the Director, in their sole and absolute discretion, to be in good condition, a new Art Mural is not eligible under this Program to replace the existing Art Mural.

13. Artist names (or business name associated with the Applicant preparing the Art Mural) may be included in a signature section of the Art Mural, typically located on the bottom corners in a non-prominent location. The exact size and location for any specific text including the artists name shall be approved by the Director.
14. The Art Mural is to be completed within one-year from the date the application was approved to be eligible for payment. A one-year extension may be authorized by the Director, at their absolute discretion, if an Applicant has extenuating circumstances which would warrant an extension.
15. The Art Mural completed must be consistent with the estimate, and the proposed coloured rendering of the Art Mural submitted with the Program application, unless previously discussed and approved by Director.
16. Prior to Grant payment, the Applicant shall provide detailed photographs of the completed Art Mural, paid invoice(s) associated with the eligible costs and provide proof of payment to the satisfaction of the Director.
17. An Art Mural commenced prior to submitting a Program application or prior to receiving approval is ineligible for funding under the Program.
18. Maintenance of the Art Mural and removal of unwanted graffiti is the responsibility of the Owner, as per the City of Hamilton's Property Standards Bylaw 10-221, as amended.

C. Approval Authority

19. Applications under this Program are subject to the approval and denial of the Director, and the availability of funds.
20. Without limiting the discretion as set out in Section C, Paragraph 19 herein, the Director, whether or not an Applicant satisfies the requirements of the Program, may in its sole discretion, reject any application received from an Applicant.
21. Notwithstanding Section B, Paragraph 16, the Director may, in their sole discretion, approve payment of the Grant to the Applicant upon completion of the Art Mural even if the required paid invoice has not been provided. This discretion may be exercised if the building Owner has failed to pay the artist within 60 days of completion of the Art Mural, thereby preventing the artist from submitting the paid invoice required under Section B, Paragraph 16.
22. Without limiting the discretion as set out in Section C, Paragraph 19 herein, the Director, whether or not an Applicant satisfies the requirements of the Program, may in its sole discretion, reject any application received from an Applicant where, in the opinion of the Director, the relationship between the City and the Applicant and/or the Owner has been impaired by, but not limited to, the Applicant and/or the Owner

being involved in litigation with the City. Applicants shall include but not be limited to the following: the Applicant identified on the application form, the building Owner and, if a corporation, any person or entity with an interest in the corporation or any officer or director of the corporation as determined by the City in its sole, absolute and unfettered discretion.

23. Without limiting the discretion as set out in Section C, Paragraph 19 herein, the Director, whether or not an Applicant satisfies the requirements of the Program, may in its sole discretion, reject any application without further consideration where due diligence undertaken by the City identifies property tax arrears owed on the subject property(s), or non-compliance with respect to Zoning By-law regulations or there exist outstanding property standards, building code or fire code orders on the subject property(s).
24. Without limiting the discretion as set out in Section C, Paragraph 19, herein, the Director or its delegate, whether or not an Applicant satisfies the requirements of the Program, may in its sole discretion, reject any application received from an Applicant where there is credible information that the Applicant and/or Owner has been involved recently or repeatedly in illegal activity supporting the conclusion that they will not conduct themselves with honesty and integrity in undertaking the activity, operation or business for which a Grant under this Program is being sought. This extends to the building Owner if different from the Applicant. For corporate Applicants, the Applicant, for the purposes of this Section C, Paragraph 24, will be considered to be the corporation, the officers and directors of the corporation and the shareholders and this Section C, Paragraph 24 shall apply jointly and severally to each of them.
25. Art Murals shall conform to the City's Official Plan(s), applicable Secondary Plan(s), Zoning By-Laws(s), Site Plan approval and any other applicable law, approved municipal policy and/or by-law. At the discretion of Director, guidelines (e.g. urban design guidelines) and the proposed location of the Art Mural may be considered in the evaluation of the Application.

D. Eligible and Ineligible Costs

26. Art Murals shall be located on private property and may include the following eligible costs:
 - Artist fees and design costs;
 - Materials, paints, protective coatings;
 - Equipment rental (e.g. scaffolding or lifts);
 - Preparation of wall surfaces (e.g. cleaning); and,
 - City permits (e.g. road and sidewalk closures).
27. Ineligible costs include:
 - Any art mural and any costs associated with such art mural that, to the best of the artists knowledge, experience and ability, that is not prepared with an

- intended life span of at least 5 years;
- Business disruption/interruptions expenses and delays; and,
- Any other cost deemed not to meet the intent of this Program at the sole discretion of the Director.

E. Program Application Criteria

28. A complete Program application shall be submitted to the Tourism and Culture Division prior to the commencement of the Art Mural. Required documents and information forming a complete application shall be identified within the Program's application form and be signed by both the Applicant and Owner of the building on which the Art Mural is being placed.
29. A Program application fee may be payable upon submission of the Program application. Any fee set for this Program will be authorized through a user-fee by-law passed by City Council. The rate of the fee may be changed from time to time as approved by City Council and will be identified on the Program's application form.
30. As part of the Program application, the Applicant shall provide:
- a. a coloured rendering of the proposed art piece supported with a description of the design including the artistic intent/meaning of the work;
 - b. the intended location of the mural on the building with the proposed dimension;
 - c. the intended use of materials and an estimate of the total cost of the work with a detailed breakdown of the eligible costs (e.g. separation of artist time, material costs, equipment rental etc.);
 - d. confirmation of the following:
 - i. the mural will not contain advertising or identification of a product or business, which extends to the use of brands and logos, promotions of websites or blogs, trademarks and text.
 - ii. that artwork presented does not breach any existing copyright or other intellectual property rights or demonstrate they have permission if featuring copyright elements including likeness.
 - e. a joint attestation with the Owner that the building façade on which the Art Mural will be installed is in suitable condition to host the Art Mural for a minimum period of five (5) years from the date of completion; and,
 - f. the Owner's approval of all the foregoing through the Program application form.
31. Through application to this Program, the Applicant grants permission to the City to use images and videos of the artwork, including individuals featured, in both print and online formats for City purposes such as public display and presentations, promotion, non-commercial and educational purposes. For clarity, the City confirms that the images will not be used as part of commercial (for-profit) uses, and the rights will not be sold to others for any purpose.

F. Program Administration

32. Tourism and Culture Division staff will review applications for eligibility in accordance with the RHCD CIP, RHCD CIPA, the Program terms contained herein and in collaboration with other City staff, as required with approval or denial of applications subject to a decision in accordance with Section C herein.
33. Approval and the receiving of financial assistance under this Program shall not preclude eligibility, approval and the receiving of financial assistance for the same subject property under any other available municipal program.
34. Applicants and properties will be the subject of due diligence undertaken by the City prior to the acceptance of an Application under this Program. This may include, but may not be limited to, confirmation of the following: all property taxes are paid and current on the subject property(s) or other properties owned by the Applicant within the City of Hamilton, the property is in compliance with Zoning By-law regulations, that there are no outstanding property standards, building code or fire code orders on the subject property(s) and that the Applicant is not in litigation with the City. Failure to comply with any of the above may result in an application not being approved or, if the application is approved, non-payment of a Grant under this Program.
35. Approved Applicant(s) shall be required to enter into a Letter of Understanding/Commitment with the City.
36. The Director reserves the right to require the submission of any additional documentation or enter into any additional agreements as deemed necessary to ensure the goals and purpose of this Program and the RHCD CIP are met.
37. Applications to this Program not yet approved by the Director shall be subject to any changes to the terms of this Program which are approved prior to the Program application being approved.
38. Where this Program refers to a City staff title, such reference shall be deemed to include any new, amended, replaced, substituted or successor title assigned to the position from time to time.
39. City Council may discontinue this Program at any time. However, Applicants with approved Program applications will still continue to receive the Grant subject to meeting the Program terms contained herein.