



**South Corvallis Urban Renewal Agency  
Revolving Loan Fund Program Application**

**1. Applicant Information**

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

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

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

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

Home Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**2. Project Information**

Building Location: \_\_\_\_\_

Business(es) Located in the Building: \_\_\_\_\_

\_\_\_\_\_

Building Age/Date Built: \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Building Value: \_\_\_\_\_

Owner of Record: \_\_\_\_\_

If you are leasing: When does initial lease term expire? \_\_\_\_\_

**3. Project Description**

Describe in detail the proposed scope of work including design firm selected if applicable. In describing the project, be sure to differentiate between interior renovations vs. exterior façade improvements to be undertaken. Use separate sheet if necessary.

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**Anticipated Construction**

State Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Total funds requested: \_\_\_\_\_

**4. Building Information**

Will the project result in a change of use for the building? Yes  No

What will the uses of the building be after the project is completed?

1st Floor: \_\_\_\_\_

2nd Floor: \_\_\_\_\_

3rd + Floor(s): \_\_\_\_\_

\*Please contact Development Services regarding change of use. P: 541-766-6929 \*

**5. Economic Impact**

**Attach additional sheets as necessary:**

1. Project Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_
2. How will the applicant ensure the project happens in the time projected?
  
3. Will the project increase property and personal taxes?

4. Will the project create new jobs?

If so, number of temporary?

Number of permanent?

5. Does the project activate store front that has been vacant for 1 or more years?

6. Is the project part of a business expansion?

**6. Other Required Documentation**

- a. Acknowledgement of Program Rules (attached)
- b. South Corvallis Urban Renewal Agency Revolving Loan Fund Program Agreement (attached)
- c. Property deed with legal description of property
- d. Proof that all property taxes are paid and current
- e. Proof of property and liability insurance
- f. If you are leasing:
  - Copy of Lease
  - Letter from Owner authorizing the project and this loan application
- g. Project budget
- h. Two (2)-contractor quotes/construction bids for total project
- i. Photographs of proposed project site
- j. Rendering of completed project (for façade only)
- k. Information submitted to the Historic Resources Commission and formal application materials (if applicable)
- l. Completed Form W-9
- m. If application is for a façade alteration:
  - Color photos of the existing facade.
  - Sample materials (glass, cornice detail, trim, colors, etc.).

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Applicant

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Date

**South Corvallis Urban Renewal Agency  
Revolving Loan Fund Program Rules**

**Eligible Projects**

The following façade improvements are eligible for Program funding:

- Woodwork and architectural metal repair, cleaning, restoration, painting, or replacement.
- Masonry repairs, tuck pointing, or low-pressure cleaning.
- Exterior painting.
- Window and door repair, restoration, repainting, or replacement.
- Cornice or parapet repair, restoration, or replacement.
- Awning repair, restoration, or installation.
- Exterior lighting fixtures.
- Exterior lighted and two-dimensional signage.
- Removal of after-installed facades along with restoration of vintage elements.

Interior renovation projects may be combined with facade restoration or be considered as an eligible standalone project, examples include, but are not limited to:

- New construction
- Interior or exterior rehabilitation
- Interior painting
- Interior design and equipment buildout
- Insulation
- Electrical
- Plumbing
- Carbon Footprint Reduction

Ineligible project costs include refinancing or paying off existing debt, property acquisition, building or sign permit fees, property appraisal costs, legal fees, or loan origination fees, labor costs paid to the owner/applicant or relatives of owner/applicant. Signage may be considered as an element of a larger façade redesign but not as a standalone expense. Purchase of inventory, promotions, or business venture expansions do not qualify. Projects that apply for revolving loan funds after completion will not be considered eligible.

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Applicant

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Date

**South Corvallis Urban Renewal Agency  
Revolving Loan Fund Program Agreement**

I, \_\_\_\_\_ (insert name), as \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert name of business) (together, "Applicant") have submitted a Revolving Loan Fund Program Application ("Application") to the City of Corvallis ("City") contemporaneous with execution by Applicant of this Agreement. If City approves the Application, City will sign this Agreement and Applicant will execute the Promissory Note attached hereto as Exhibit A prior to any provision of funding by the City to Applicant.

**A. Applicant Certifications and Commitments**

Applicant certifies that all information set forth in the Application is a true representation of the facts pertaining to the request for funding under the Revolving Loan Fund Program ("Program").

The individual signing this Agreement on behalf of the Applicant certifies that they are authorized to bind the business named herein.

The Applicant further certifies that they have read and understand the Application, this Agreement, and the Revolving Loan Fund Program Rules ("Program Rules").

Applicant understands that all funding commitments are contingent upon the availability of Program funds. Applicant agrees to provide photos of the completed project to the City of Corvallis and permission for these photos to be used in program reporting, marketing, or any use the City deems necessary.

All work performed with funds received from this Program must substantially conform to the description(s) provided as part of the Application. Applicant may submit a request for modification of such work description to the City in writing. Such requests will be approved or denied in writing in City's sole discretion.

Applicant will display signage provided by the City acknowledging financial support through this Program in a prominent location on the affected property throughout the duration of the construction work. In connection with its activities under this Agreement, Applicant shall comply with all applicable federal, state and local laws and regulations.

All obligations imposed upon Applicant under this Agreement and the Promissory Note shall be joint and several obligations of the business and the individual named in the first paragraph of this Agreement.

**B. Project Timelines**

If City approves the Application, construction of the project described in the Application must commence within ninety (90) calendar days of the date City executes this Agreement and such construction must be completed within one-hundred twenty (120) calendar days after said date.

Within thirty (30) days after completion of construction of the project, Applicant will submit to the City a project report including:

- Photos of the completed project
- Invoices and receipts for all costs incurred in connection with the project

Applicant may submit a request for extension of any of the time periods in this Section to the City in writing. Such requests will be approved or denied in writing in City's sole discretion.

### **C. Default**

The following shall constitute default by Applicant under this Agreement:

1. Any willful misrepresentation of the information contained in the Application.
2. City determines, in its reasonable discretion, that any funds provided to Applicant under the Program have not been used for eligible Program activities under this Agreement and the Program Rules.
3. Applicant fails to meet any of the deadlines or other requirements described in Section B.
4. Substantial nonconformance of the work performed with funds provided under this Agreement with the description provided in the Application, as determined by City in City's reasonable discretion.
5. Applicant violates any federal, state, or local law or regulation in connection with the project contemplated herein.
6. Applicant fails to make payments as required under the Promissory Note.

In the event of default, upon written request from City, Applicant shall immediately repay any funds provided under this Agreement to the City, in full, plus collection costs and reasonable attorney fees, if applicable. Applicant will thereafter be ineligible for future Program funding.

### **D. Indemnification and Waiver**

Applicant acknowledges responsibility for liability arising out of the performance of the work contemplated herein and shall defend, indemnify, and hold harmless the City of Corvallis and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses (including attorney's fees and witness costs at both trial and on appeal, whether or not a trial or appeal ever takes place, including any hearing before federal or state administrative agencies) arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from, attributable in whole or in part to, or in any way connected with Applicant's and Applicant's officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing said work, to the fullest extent permitted by law, and except to the extent otherwise void or unenforceable under ORS 30.140. Applicant's activities are deemed to include those of subcontractors. The City may, at any time at its election, assume its own defense and settlement in the event that it determines that Applicant is not adequately defending the City's interests, or that an important governmental principle is at issue, or that it is in the best interests of the City to do so. If any aspect of this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification. This section will survive the termination or revocation of this agreement, regardless of cause.

Applicant hereby waives and discharges the City of Corvallis, and its officers, agents, volunteers, and employees from any claims for injury or damages that may arise from, or in connection with, the Program.

### **E. Insurance**

Applicant shall maintain General Commercial Liability insurance throughout the construction of the project described in the Application and shall provide proof of such insurance to City prior to commencement of construction.

**F. Miscellaneous Provisions**

Amendments. The City and the Applicant may amend this Agreement at any time only by written amendment executed by the City and the Applicant.

Governing Law; Forum. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Benton County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

Waiver. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision. Time is of the essence under this Agreement.

Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

No Third-Party Beneficiaries. City and Applicant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

By signing this application, I agree to waive and discharge all claims and to hold harmless the City of Corvallis, its Council, commissions and boards, officers, employees, volunteers, and agents from any claims for injury or damages that may arise from, or in connection with my Urban Renewal Agency Revolving Loan. I understand this application, and I have read this application in its entirety, and I freely and voluntarily assume all risks and responsibilities associated herewith, and notwithstanding such, I agree to perform pursuant to this agreement and be bound by its conditions.

**APPLICANT**

**PROPERTY OWNER**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**South Corvallis Urban Renewal Agency  
Revolving Loan Fund Scoring Criteria**

	Points Possible
Proposed business will improve food access in South Corvallis	10
Project is ready to submit for permits or begin construction within 3 months of grant award and be completed within one year of loan issuance	10
Building has been vacant for 1 year or more but will become occupied as a result of the project	10
Project significantly improves energy efficiency of the building or improves renewable energy production	10
The applicant has not received previous public grant or loan awards at this location within the last 3 year and certifies the project would not be financially feasible without support	10
Project helps bring building or site up to current code compliance	10
Applicant's entity is COBID ( <a href="#">Certification Office for Business Inclusion and Diversity</a> ) Certified or otherwise self-identifies as eligible	10
Project adds green spaces, improves public amenities and/or reduces impervious surface area	10
Business education course completion with partner org within last 12 months	10
Proposed business will have its first location at project site	10
<b>TOTAL:</b>	100

Projects will be evaluated by a review committee and ranked each cycle. The top scoring proposals meeting at least a 60/100 threshold will be awarded as funding allows. Those who meet this threshold yet do not receive funding will be recommended and include in the following cycle.

Evaluation FAQ

*Q: How do you define a project that improves food access in South Corvallis?*

**A: Improving food access requires a public facing storefront open at least 40 hours a week to the public.**

*Q: What is the definition of "current code compliance"?*

**A: Code compliance is defined in this program as meeting the Land Development Code and Building Code standards required for assembly use occupancy.**

*Q: Which partner organizations offers business education courses?*

**A: The LBCC Small Business Development Center, RAIN Catalysts, or the Corvallis Chamber of Commerce. Other regional, state, and federal business education courses may be considered upon request.**