

City of Corvallis
Downtown 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.

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): _____

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 jobs?

If so, number of temporary?

Number of permanent?

5. Does the project activate a vacant store front?

6. Is the project helping an existing business expand?

6. Other Required Documentation

- a. Acknowledgement of Program Rules (attached)
- b. Downtown 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. If application is for a façade alteration:
 - Color photos of the existing facade.
 - Sample materials (glass, cornice detail, trim, colors, etc.).

Applicant

Date

Downtown 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 façade 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
- Insulation
- Electrical
- Plumbing
- Carbon Footprint Reduction

Ineligible project costs include refinancing or paying off existing debt, property acquisition, Site plan, architect, engineering, 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, building demolition, environmental consulting, testing, or actual abatement/clean-up costs. 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.

General Program Requirements

1. Changes to the façade of buildings will not remove, alter, damage or cover up significant architectural features of the building which are original or which reflect a major alteration that is itself architecturally coherent, or which help create a unified and attractive appearance to the building. Designs are subject to all relevant City codes and provisions. The following is required for all buildings subject to Historic Preservation Provisions under LDC Chapter 2.9:
 - Changes to the façade of buildings will either; 1) partially or fully restore to the appearance of the building based on actual evidence, including photographs, written documentation, data on the building or site or other data, or 2) represent a modern treatment which blends into and is compatible with the building and adjoining buildings.
2. In general, the City will encourage repair and preservation of existing features of facades, unless alterations to these facades have resulted in an incoherent, unattractive, or inharmonious

appearance. While encouraging correction of such alterations, the City will advocate for minimal alterations of harmonious features.

3. For facades which have previously been substantially altered and for which a modern treatment is chosen, such a treatment will conform with the features, materials, rhythms, color and general appearance of the building and those adjoining, particularly if the building is one in a row of buildings with identical or similar design features.
4. The surface cleaning of the structures will be undertaken with the gentlest of means possible and require an Historic Resources Commission exemption approval. Cleaning methods that damage the historic building materials, particularly sandblasting and/or pressure washing, shall not be undertaken.
5. Alterations to a building's façade may require Historic Resources Commission approval. Please check with the City's Planning Division at (541) 766-6908 to determine any historic preservation requirements.

Applicant

Date

Downtown Revolving Loan Fund Program Agreement

I, _____ (insert name), as _____ (insert title) of _____ (insert name of business) (together, “Applicant”) have submitted a Downtown 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 Downtown 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 Downtown Revolving Loan Fund Program Rules (“Program Rules”).

Applicant understands that all funding commitments are contingent upon the availability of Program funds.

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 insurance meeting the following requirements 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.

Times is of the Essence. 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 Downtown Corvallis 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

Signature

Date

Signature

Date

Name (please print)

Name (please print)

CITY

Signature

Date

Name (please print)