The Dairylands
Tillamook, OR

Tillamook Urban Renewal Agency ~ 210 Laurel Avenue ~ Tillamook, Oregon 97141
~ Phone: 503-842-2472 or 503-374-1830 ~ Fax: 503-842-3445

TURA GRANT - LOAN PROGRAM
Guidelines and Overview

The Tillamook Urban Renewal Agency (TURA) offers City of Tillamook property owners and business owners loans and grants for the purpose of renovating and improving the exterior look of the property. Funds can be used for structural and aesthetic building improvements, but must include façade improvements. A renovation plan should provide wheelchair accessibility from at least one entrance at street level, if one is not currently available. This program does not provide funds for work previously completed. Loan and grant funds are subject to TURA's availability of annual funding.

Eligibility requirements are:

1) Subject properties must fall within the Urban Renewal boundary. The TURA's current funding priorities are within the Town Center boundary.
2) Eligible building renovation activities include, but are not limited to: rehabilitation of building facades, including masonry cleaning, cornice restoration, new siding, exterior painting, canopies and window awnings, repair to gutters and downspouts, removal of old signs and replacement with new conforming signs and other improvements which enhance the pedestrian environment. At TURA discretion, funds may also be used for structural upgrades, code compliance, and minor additions.
3) Ineligible activities: including, but not limited to, working capital, refinancing of existing debt, security systems, personal property, furnishing inventory, billboards.

Program Objectives are:

1) Exterior facades shall be updated and integrated into a design that complements adjacent structures to provide a harmonious composition of masses, materials, colors, and textures conforming to the standards of the Tillamook Zoning Ordinance and/or the Tillamook Town Center Plan.
2) The TURA adopted color palette shall be used in the selection of colors used by the applicant.
3) Lighting standards and fixtures shall be of design and size compatible with the building and adjacent areas.
4) Building components, such as windows, doors, eaves and parapets, shall have good proportions and relationships to one another.
5) Design attention shall be given to mechanical equipment or other utility hardware so as to screen them from view to the extent feasible.

6) Signs will be a part of the architectural concept. Size, materials, color, lettering, and location shall be harmonious with the building design and the number of signs shall be minimized.
7) The TURA Proposal and Justification Committee, at its discretion, may consider other conditions or building appurtenances.

Funds are awarded by application only, unless part of a TURA approved Special Program or Project.

*** Definition: Special Program or Project**

Special programs or projects:

1) Are not generated by the TURA Board
2) Do not fall within the guidelines of eligible or ineligible projects of the following programs –
   - Blade Sign Program
   - Façade Design Grant
   - Façade Grant
   - Grant and Loan Program – Business Owner
   - Grant and Loan Program – Property Owner
3) Do compliment the goals and objectives as spelled out in the TURA Plan

PROPERTY OWNERS

TURA may provide up to $100,000 in loan or grant funds or a combination of both. The interest rate for a loan will be recommended by the TURA Proposal Committee of the TURA Board of Directors. Loan processing and closing costs will be paid by the borrower. Terms of the loans are ten (10) year payback, fully amortized through monthly payments. In addition to the above maximum limit, the property owner may receive up to twenty (20) hours of free professional design consultation upon TURA Board approval with a maximum value of $1,200. Multiple loans for multiple properties having the same owners are available.

BUSINESS OWNERS

A business owner who does not own the property on which their business is located may also qualify for the program. TURA may provide up to $5,000 as a loan or grant or a combination of both. If a loan is awarded, it will be a personally guaranteed loan by the business owner. The interest rate for a loan will be recommended by the TURA Proposal Committee of the

TURA Board of Directors. Loan processing and closing cost will be paid by the borrower. Terms of the loans are five (5) year payback, fully amortized through monthly payments. In addition to the above maximum limit, the business owner may receive professional design consultation upon TURA Board approval for a maximum of up to $600.

PROCESS

Applications will be accepted year round and reviewed quarterly in order of date received. Quarterly dates are as follows:

First Quarter: January 1 through March 31 – Applications will be reviewed and awarded or rejected in April.

Second Quarter: April 1 through June 30 – Applications will be reviewed and awarded or rejected in July.

Third Quarter: July 1 through September 30 – Applications will be reviewed and awarded or rejected in October.

Fourth Quarter: October 1 through December 31 – Applications will be reviewed and awarded or rejected in January.

Loan and grant funds are subject to TURA's availability of annual funding.

The Proposal and Justification Committee will determine if an application is substantially complete and meets with program eligibility requirements. The Proposal and Justification Committee will conduct a tentative evaluation against the program objectives and submit a recommendation to the Board. TURA may require credit reports or alternative procedures to determine the credit worthiness of the applicant and the project.

The Proposal and Justification Committee shall function as the body that determines whether the project meets the mission and purpose statements of the Grant-Loan Program. Their grant-loan recommendations will be sent to the TURA Board for a final determination. The Board will endeavor to render its decision within the timeframe shown above unless there are unforeseen issues that prevent a decision.

Applicants may provide a fee appraisal that is less than twelve (12) months old to be used as the current valuation of the property.

* Applications are available at the TURA office: 210 Laurel Avenue, Tillamook, Oregon or on line at: http://www.tillamookor.gov/urban-renewal/
* Completed application will include the information/application form, evidence of property and/or business ownership, a plot plan, preliminary design drawings, and a description of methods and materials to be used.
* The applicant will also provide itemized cost estimates from a licensed contractor, the amount being applied for, and estimated project completion time.
* Submit application to the TURA office at 210 Laurel Avenue, Tillamook.
* Application will be reviewed by the Proposal and Justification Committee.
* This process may include (but is not limited to) an interview, site inspection, preliminary title report, credit report, appraisal/evaluation report, city and/or county permits. This information will be summarized and forwarded to the Proposal and Justification Committee.
* Professional design consultation is then available to applicant (upon TURA Board approval)
* Applicant finalizes cost estimates with a licensed contractor.
* Proposal and Justification Committee and City staff shall meet and make recommendation to TURA Board
* TURA Board approves, modifies, or rejects the application
* When TURA approves the application; construction phase will be monitored by the TURA Contract Committee.
* Construction must begin within six (6) months and completed within twelve (12) months of TURA approval.
* Repayment begins after the first draw request, with payments based on the entire loan amount, unless otherwise agreed upon by TURA and borrower.
* Processing and closing fees are paid by the borrower and not included in the loan amount.

CONDITIONS AND CONSIDERATIONS

1. The TURA shall have the sole authority to approve an application.
2. The borrower must demonstrate the ability to repay the loan in a timely manner.
3. The bank loan is to be a construction type loan. Funds are disbursed as work is completed and verified by the TURA Contract Committee.
4. The program contracts with local design professionals for design services.
5. Projects that do not comply with submitted plans will not qualify and the TURA has the authority to issue a stop order and the applicant will be required to meet with the TURA Contract Committee.
6. Commercial and business applicants must be current with all City taxes, licenses and fees, must obtain all required city and/or county permits and provide a copy to TURA

upon request, and must provide wheelchair accessibility from at least one entrance at street level.

7. If the applicant is not the owner of the property to be renovated, written authorization from the property owner must be submitted with the application.
8. Minor addition(s) to an existing structure do not increase the square footage of the existing structure by more than 50%.
9. Note is due and payable upon the sale or refinance of the property or business.

COLLECTION POLICY

All liens will be a Deed of Trust, Promissory Note and/or Demand Note with default terms specified on the note. All borrowers will sign a Tillamook Urban Renewal Agency Grant-Loan (TGL) Program Agreement or other agency approved agreement or contract. All loans will become due and payable in full, upon sale of or transfer of lease of the property. Delinquencies, collection procedures, and foreclosures will be in accordance with existing bank procedures. The TURA reserves the right to place additional terms upon the Applicant should it deem necessary.

FOR MORE INFORMATION PLEASE CONTACT THE
TILLAMOOK URBAN RENEWAL AGENCY
503-842-2472
City Manager Paul Wyntergreen – Ext. 3460
Executive Assistant Debbi Reeves – Ext. 3463

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Tillamook Urban Renewal Agency
Grant-Loan Program Application

Date of Submission _____

1) Applicant

Name: _____

Mailing Address: _____

_____

Phone: _____Cell Phone:_____

Email address: _____

2) Business or Property Needing Improvement

Business Name or Description: _____

_____

Property Address: _____

Owner's Name: _____

Owner's Address_____

_____

Owner or Business Phone: _____

3) Brief Description of Renovation Project and Costs

_____

_____

_____

_____

_____

_____

_____

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Please complete the Project Budget below:

Expenses	Amount
Permits	
Architect	
Materials	
Labor	
Other Project Expense	
Other Project Expense	
Total Expense	

Project Funding Sources	Amount
Amount of TURA Loan Request	
Amount of TURA Grant Request	
Owner Contribution	
Other Source of Funds	
Other Source of Funds	
Total Cost of Project	

Where did your estimated costs come from? _____

_____

_____

4) If applicant is not the owner of the subject property, does applicant:

Rent or Lease _____ Lease Expires _____

5) To be included with application

___ Evidence of Ownership

___ Property Owner Consent Form

___ Plot Plan

___ Preliminary Design Drawings (rough design showing approximate improvements)

___ Cost Estimate from Licensed Contractor

___ Copy of Lease (if applicable)

___ Grant Approval Agreement and Receipt of Funding

___ City and/or County Permits (upon request)

6) Certification by Applicant

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant's knowledge and that all required permits have been obtained.

If the applicant is not the owner of the property to be renovated, or if the applicable business is a partnership corporation, etc. rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the renovation work on the property.

_____ _____
Applicant's Signature Date

_____ _____
Applicant's Signature Date

Return Completed Application to: Tillamook Urban Renewal Agency
210 Laurel Avenue
Tillamook, OR 97141

The Dairylands
Tillamook, OR

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Approval Agreement and Receipt of Funding

Applicant's Name: _____

In consideration of the receipt of funding from TURA:

1. I understand that grant monies shall not be distributed until all proposed work is completed and inspected.

2. I understand that an inspection of the project must be performed by TURA Contract Committee upon completion of the project.

3. I agree to follow the plan submitted with the application and I understand that failure to do so may disqualify the project for grant funding.

4. If attached, I understand and agree to "Conditions of Approval" as developed by the TURA Board.

5. I agree to complete all improvements within one year of approval from the TURA Board. Any time extension must be filed and approved the TURA Board.

6. I waive and relinquish all claims, demands, and liabilities, past, present or future, of any nature against all officers, directors, members, agents and employees of TURA ("Indemnified Persons") arising from, related to or connected with the Grant or Loan and agree to indemnify and hold harmless each Indemnified Person from and against all claims, demands, and liabilities arising from, related to or connected with the Grant or Loan or the use, occupation, or implementation of the project.

Applicant Signature_____ Date _____

TURA Representative _____ Date _____

****

I acknowledge receipt of Grant or Loan funding in full.

Applicant Signature _____ Date _____

Return to:
Tillamook Urban Renewal Agency
210 Laurel Avenue
Tillamook, OR 97141
503-842-2472

TILLAMOOK URBAN RENEWAL AGENCY
GRANT - LOAN PROGRAM (TGL) AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____the year 20_____, by and between the TILLAMOOK URBAN RENEWAL AGENCY ("TURA"), and _____, of the _____ building ("RECIPIENT").

WITNESSETH:

THAT WHEREAS, the TURA and the RECIPIENT desire that the _____ building, located on tax lot number: _____ , at the street address _____, Tillamook, Oregon 97141 and legally described in Exhibit "A" attached hereto and made a part hereof, be enhanced in its exterior condition, restored in its historic character, revitalized in its aesthetic distinctiveness and structural integrity, and provided accessibility if not currently available; and

WHEREAS, the TURA and the RECIPIENT have agreed to the project proposal plans as identified in the TURA approval of some or all of Exhibits 1, 2, 3, and 4 attached hereto and made a part hereof; and

WHEREAS, the TURA and the RECIPIENT on this day have made and entered into a Maintenance Covenant, Exhibit ____, which is incorporated in this TGL Program Agreement and the provisions herein; and

NOW, THEREFORE, the RECIPIENT, at his or her own expense, and in consideration of the sum of $ _____ in grant-in-aid loan assistance provided by a bank (the "Bank") through the TGL Program (the "Loan"), agrees to enhance said building through means of preservation, rehabilitation, restoration or reconstruction according to the following terms, conditions and deadlines, adequate consideration having been acknowledged.

DEADLINES

By _____ 20 _____ , the RECIPIENT shall complete all project work to make the property comply with this Agreement (the "Completion Date"). However, upon the RECIPIENT's written request, made prior to the Completion Date, the TURA may allow an extension of up to 180 days. Failure to complete the project by the deadline date shall constitute material default in the Loan and shall entitle Bank and TURA to exercise any and all contractual, legal, and equitable remedies, including acceleration of the Loan, making it immediately due and payable.

MAINTENANCE COVENANT

For the purposes of enhancing, preserving and protecting the building located in the TURA boundary area, the RECIPIENT (or property owner, if different from RECIPIENT) has (as the declarant) executed the Declaration of Covenants And Restrictions, a copy of which is attached hereto and made a part hereof declaring that the property, and every part thereof, shall be held, sold and conveyed subject to certain covenants running with the land for a period of five years after successful loan payoff, and that the covenants shall be binding on all parties having any right, title, or interest in the property and every past thereof, their heirs successors, and assigns.

REQUIREMENTS FOR PROJECT WORK

1. **PROJECT DESCRIPTION:** The proposed project of the property is described and shown in Exhibits 1, 2, 3 and 4 of the TGL Program Application. Any changes to the proposed project must first be

requested by the RECIPIENT in writing and approved by the TURA in writing prior to commencement of construction.

2. **RESPONSIBILITY OF THE RECIPIENT.** The RECIPIENT must strictly comply with the Policy and Guidelines section of the TGL Program. Within ten (10) days of completion of the project, the RECIPIENT must submit itemized final costs and verification of payment and inspection request by the TURA. RECIPIENT acknowledges that the approved project must be completed, inspected, and approved by the TURA.

3. **LIEN WAIVERS.** The RECIPIENT shall be responsible for obtaining executed lien waivers from the project contractor and material providers when payment is made and to deliver a copy of the lien waivers to the TURA.

4. **PROJECT PRIORITIES** The RECIPIENT shall give priority to project repairs needed to prevent deterioration of the building.

5. **PROJECT APPEARANCE** The RECIPIENT shall exercise best efforts to maintain a clean and neat construction site while the project work of the property takes place.

MISCELLANEOUS PROVISIONS:

1. **MODIFICATIONS TO AGREEMENT.** The terms and conditions of this Agreement may be changed with the approval of both the TURA and the RECIPIENT as new and unforeseen circumstances arise. Changes in the terms and conditions of this Agreement shall be made in writing and signed by both parties.

2. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

3. **HOLD HARMLESS.** RECIPIENT shall indemnify and hold the TURA harmless for, from and against any and all claims, demands, suits, actions or judgments, and all expenses (including attorney's fee incurred by the TURA), arising from or in any way related to the proposed project.

4. **ATTORNEY FEES.** If a dispute arises in connection with this agreement, including any rescission thereof, the prevailing party in such dispute shall be entitled to receive reasonable attorney fees and costs from the other party, including the costs of any appeal.

5. **WAIVER.** No failure on the part of the TURA to enforce any term herein nor the waiver of any right hereunder by the TURA shall discharge or invalidate such term or other term, condition of deadline hereof, or affect the right of the TURA to enforce the same in event of a subsequent breach or default.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as the dates set forth below:

"TURA"	**"RECIPIENT"**
Print Name:	Print Name:
Signature:	Signature:
Date:	Date:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.