

**URBAN RENEWAL AGENCY OF THE CITY OF SALEM
RIVERFRONT-DOWNTOWN URBAN RENEWAL AREA (RDURA)
STRATEGIC PROJECT GRANT PROGRAM (PROGRAM)
GUIDELINES**

I. Grant Program

To fund capital improvement projects within the RDURA that support the implementation of the Salem Strategic Plan to address homelessness, including projects that address building and property safety and security.

II. Definitions

As used in this Program, the following terms shall have the following meanings:

- (1) "Agency" means the Urban Renewal Agency for the City of Salem, Oregon.
- (2) "Applicant" means a person, partnership, Limited Liability Company, corporation, joint venture, cooperative or other entity in law or fact that owns a building/property within the RDURA or designated owner representative, applying for a grant from the Program. Non-profit entities that do not pay taxes would not be eligible for the Grant Program.
- (3) "Capital Improvement" means the addition of a permanent structural improvement or fixture, or the restoration of some aspect of real property or fixtures thereon, that will increase the overall value of the real property and increase useful life of the structure or improvement for a minimum of ten years.
- (4) "Director" means the Executive Director of the Urban Renewal Department or designee.
- (5) "Eligible Project" means a Capital Improvement to be constructed in the Riverfront-Downtown URA that is a permanent improvement for the purpose of addressing homelessness to: (a) a new or existing commercial, or mixed use multi-family residential building or structure; (b) a permanent improvement that increases safety and security to a building and/or property; and associated planning, architectural, engineering, and construction services.
- (6) "Grant Commitment" means an agreement between the Applicant and the Agency wherein specified grant funds from the Program will be available to the Applicant to complete the Eligible Project within the required timeframe.
- (7) "Grantee" means an Applicant to whom a Grant Commitment is made.
- (8) "Public Benefit" means the elimination of blight or the increase in property use, value, homelessness, property security within the Riverfront-Downtown URA, consistent with the Riverfront-Downtown Urban Renewal Plan.

III. Program Requirements

- a. **Submittal Requirements.** To be eligible for a grant under the Program, an Applicant shall submit the following.
 - A. A completed application on the form provided by the Agency and signed by Applicant; and
 - B. All documents necessary to evaluate the Public Benefit of an Eligible Project. These documents include, but may not be limited to:
 - i. Description of the Eligible Project. Eligible projects under this program must address homelessness or building or property safety and/or security, such as interior storefront window lighting, exterior lighting, fencing, gates, building entrance improvements, landscape, trash/recycling enclosures and cameras;
 - ii. Architectural plans/drawings of sufficient detail to illustrate the Eligible Project, and its location;
 - iii. Documents that demonstrate ownership of the property located in the RDURA that is intended to be the location of the Investment;
 - iv. Evidence from the county assessor that the taxes on the subject property are paid and current;
 - v. Project budget in sufficient detail to determine grant eligible project costs. If the project cost exceed the maximum grant amount of \$50,000, evidence of sufficient funds to cover the project costs not covered by the grant is required. If contractor is being used they must be licensed and bonded Oregon-based contractor;
 - vi. Project timeline;
 - vii. Employment estimate that identifies the number of jobs anticipated through the construction and occupation of the Eligible Project;
 - viii. Any other information deemed necessary by the Director to understand the details of the Eligible Project;
 - ix. For Project's located within the Historic District, confirmation of Historic Landmarks Commission approval for work proposed;
 - x. Confirmation of current property insurance.
 - C. If the Agency staff determines an application is incomplete, staff shall notify the Applicant in writing that additional information is needed and identify any deficiencies in the application.
 - D. The Applicant must submit the information necessary for the Agency to determine that the application is complete within thirty days after the date of notification or the application shall be denied.

- E.** Any Eligible Project costs completed prior to the issuance of a Grant Commitment is not eligible for grant funding. Director may give funding consideration for circumstances related to unforeseen emergencies.
- F.** The Strategic Project Program Grant is a separate grant program from the Capital Improvement Program Grant and does not require a funding match or contribution from the Grantee.

IV. Evaluation Approach. Grants will be processed accordingly:

- A.** Agency staff shall review all complete applications.
- B.** The Director shall issue a decision and cause a Grant Commitment to be sent to all successful Applicants.
- C.** Applicants must execute the Grant Commitment and return it to the Agency within the time stated in the Grant Commitment or the award may be revoked.
- D.** A fully executed Grant Commitment shall bind the Applicant to complete the Eligible Project within the required timeframe or the Grant Commitment will be nullified and the Applicant will be required to repay any expended grant funds.

V. Grant Conditions. Each grant shall be subject to the following conditions:

- A.** The Program must have or will have money available to fund the grant on or before the grant award date.
- B.** All Eligible Projects must address the Strategic Plan goal of homelessness including building/property security and safety.
- C.** Maximum grant amount \$50,000.
- D.** Grant funds may only be applied to costs incurred in the design and construction of an Eligible Project in the Riverfront-Downtown URA.
- E.** Grant funding.
 - i.** The grant funds will be disbursed to the Applicant upon: (1) the submission of a detailed contractor invoice, if the project cost exceed \$50,000, Grantee to submit evidence that they have paid for project costs that exceed the maximum grant amount; and (2) the completion of a satisfactory onsite inspection by Agency staff of the construction progress noted in the invoices. Grant funds will be disbursed at a rate of fifty percent of the paid invoice amount, up to ninety percent of the total grant amount. The remaining ten percent of the grant award will be disbursed

upon: (1) completion of the Eligible Project; and (2) where applicable, after a certificate of occupancy has been issued by the City of Salem.

- F.** The Eligible Project must be maintained in the Riverfront-Downtown URA for at least five years or may be replaced with something of equal or greater value, subject to approval of the Director.
- G.** The construction of the Eligible Project must commence within twelve months of the Grant Commitment date;
- H.** Removal of the Eligible Project, for which grant funds were received, prior to the required five years without replacement of something of equal or greater value or the inability to complete the Eligible Project before the required twelve months will result in the repayment of any expended grant funds.
- I.** Applicant or Grantee must remain compliant with all Federal, State, and City codes and the Applicant or Grantee must be current on all payments due to the City of Salem and the Agency. Any nonconformance to these codes or outstanding balances owed to the City or Agency may result in the Applicant's ineligibility for a grant from the Program or may result in the delay of grant funds to the Grantee.

IV. General Program Guidelines.

- (1)** The Director may, pursuant to these guidelines, approve or deny the application without need for further Urban Renewal Agency Board approval.
- (2)** Misrepresentation, falsification of information, or fraud on an application or in the performance of the Grant Commitment shall be deemed a breach of contract and any funds that have been disbursed shall be immediately repaid to the Agency along with a five percent penalty fee.
- (3)** Any breach of contract may result in the legal recourse necessary to satisfy paid grant funds along with associated recovery costs, and may result in the Applicant's disqualification from further eligibility for grants or loans.
- (4)** Compliance with all applicable Federal, State, and City codes and all necessary permits must be obtained prior to the disbursement of any grant funds.
- (5)** Grantee may request one extension to the completion date. The extension must be requested at least one month in advance of the commitment expiration date and the extension will be for a maximum of six months.

- (6) If construction progress with the Grantee's project does not occur within six months of the Grant Commitment date, the Director may terminate the Grant Commitment.
- (7) Grantee may be eligible to apply for another grant from the Program up to the maximum funding of \$50,000. Once the maximum grant amount has been achieved, Grantee is then not eligible to reapply for five years from the Grant Commitment date of any RDURA grant.