



## **Town of Vinton Downtown Façade Grant Program Application Instructions**

**Please use this checklist to ensure that you have submitted all parts of the application:**

- Application Form
- Written estimate from a contractor
- Photograph of entire building
- Drawings to illustrate scope of proposed project
- Written consent of property owner for proposed work (if applicable)

**\*\*\* Return application to:**      **Town of Vinton  
Planning and Zoning Department  
311 S. Pollard St., Room 105  
Vinton, VA 24179**

### **PROCEDURES**

1. Contact the Town of Vinton Planning and Zoning Department at (540) 983-0601 to request an application or download the application from the Town of Vinton website at [www.vintonva.gov](http://www.vintonva.gov).
2. Talk to a member of the Planning and Zoning staff about your project plans to make sure your plans match the grant program.
3. If you desire, consult an architect or designer to assist you with the project.

4. Obtain a written estimate from a licensed contractor for the work to be performed. A 10% contingency of the total cost of the project must be provided in the estimate. The grant program will not reimburse you for your own labor, but materials are reimbursable.
5. Return the completed application and a cost estimate of the proposed improvement to: Planning and Zoning Department, 311 South Pollard Street, Room 105, Vinton, VA 24179.
6. The Planning Department and/or Project Planner will review the application for submission to a review committee.
7. Potential applicants are encouraged to contact the Project Planner who is available to preview design concepts, ensure proposals meet regulations, and are consistent with the Design Guidelines.
8. Applicants will be notified in writing of the decision. Applications will be judged on how closely they follow the Design Guidelines. *Funding is available on a first come basis.*
9. Your project must be approved before work begins.
10. All approved grants will be paid upon COMPLETION and APPROVAL of the improvement according to the description in the application.
11. A written explanation of the reasons for denial of an application will be supplied within 30 days from the date of the review decision.

# Town of Vinton

## Downtown Façade Grant Program

### Application

**DATE OF SUBMISSION:** \_\_\_\_\_

**APPLICANT:** \_\_\_\_\_

**PLEASE INDICATE IF YOU ARE THE PROPERTY OWNER (CIRCLE ONE):**      **YES**      **NO**

**IF YOU ARE NOT THE PROPERTY OWNER, PLEASE ATTACH A CONSENT LETTER FROM THE PROPERTY OWNER STATING YOU HAVE APPROVAL ON THE PROPOSED PROJECT.**

**LOCATION:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**TAX MAP #** \_\_\_\_\_      **BUSINESS PHONE:** \_\_\_\_\_

Email (if applicable) \_\_\_\_\_

Type of Improvements. Check all that apply.

Sign \_\_\_\_\_      Landscaping \_\_\_\_\_      Site Accessories \_\_\_\_\_

Lighting \_\_\_\_\_      Façade Renovation \_\_\_\_\_

Other \_\_\_\_\_

Please provide a brief description of work to be done:

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Estimated Project Start Date: \_\_\_\_\_

Expected Completion Date: \_\_\_\_\_

Estimated Total Cost of Improvements:      \$\_\_\_\_\_ + 10% contingency

Total Grant Amount Requested      \$\_\_\_\_\_ Not to exceed \$5,000

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Name/DBA:

**Description of Proposed Improvement:**

(Please be as specific as possible. Attach additional sheets if necessary. Give exact paint color names, provide paint samples, etc.; before & after drawings are useful).

**PHOTOGRAPHS OF THE PROJECT**

(Please attach photographs to fully illustrate the extent of work to be done)

# OWNER'S CONSENT FORM

I, \_\_\_\_\_, certify that I own the property located at \_\_\_\_\_ in Vinton, Virginia, and that I have reviewed the application for the **Vinton Commercial Facade Improvement Grant Program** submitted by \_\_\_\_\_ and that I fully support this application.

I further certify that this person or business holds a valid lease of \_\_\_\_\_ year(s) with an expiration date of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone #



**TOWN OF VINTON  
DOWNTOWN FAÇADE  
GRANT PROGRAM CONTRACT**

Project Number: \_\_\_\_\_

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Economic Development Authority of Roanoke County (hereinafter, EDA), and \_\_\_\_\_ (Hereinafter Recipient).

**WHEREAS**, a need exists in the Town of Vinton to encourage the beautification of the streetscape, signage, and building facades, in the Downtown Business District; and

**WHEREAS**, such encouragement is provided by the financial incentive of a matching grant program; and

**WHEREAS**, such encouragement will assist in the economic revitalization of the Downtown Business District; and

**WHEREAS**, the EDA is acting on behalf of the County of Roanoke and Town of Vinton to implement the goals and objectives of the County and Town of Vinton Comprehensive Plans; and

**WHEREAS**, the parties have agreed to the terms of this Program, said terms to fulfill the purposes set forth herein,

**NOW THEREFORE**, the parties hereto agree as follows:

**1. IMPROVEMENTS:**

The Recipient shall undertake the improvements as set out in the attached approved grant application, which is incorporated herein by reference as if fully set out herein.

**2. GRANT:**

The EDA shall **either (a)** pay the Contractor upon completion of the work **or (b)** if the Recipient has paid the Contractor directly, reimburse the Recipient upon completion of the work and verification that the Recipient has paid the Contractor. Said payment shall be equal to the cost of approved work, but shall not exceed \$5,000.00 (Grant Funds) subject to the conditions and terms of this Agreement.

3. USE OF GRANT FUNDS:

Grant Funds shall be used only for Improvements approved by the EDA. Any alterations, revisions or changes to the Improvements will be authorized and approved by the Grant Selection Committee. Failure to have alterations, revisions or changes approved in advance by the Grant Selection Committee will result in the termination of this Agreement and forfeiture of the Grant Funds.

4. REIMBURSEMENT PROCEDURES:

Grant Funds shall be disbursed to the Recipient only when the Improvements are completed, inspected, and approved by the agent of the EDA, the Project Planner as being in accordance with the Design Guidelines. Upon completion of the Improvements, the Recipient shall submit an itemized invoice and evidence of payment thereof, with copies of all contractor's invoices to the Project Planner for payment by the EDA. Payment will be made to the Recipient subject to the terms and conditions of this Agreement.

5. TIME OF PERFORMANCE:

All Improvements approved by the EDA shall be completed by the Recipient within six (6) months from the date of this Agreement.

6. RESPONSIBILITY OF RECIPIENT FOR CONTRACTOR'S OBLIGATIONS:

A. The Recipient's contractor (the Contractor) shall perform the work for the project set forth in the specifications attached hereto and made a part hereof, in a workmanlike manner and where applicable, in accordance with the building code of the County of Roanoke and zoning and sign ordinances of the Town of Vinton.

B. The contractor shall guarantee and warrant to the EDA and to the Recipient all work performed by contractor for a period of 12 months against defects in workmanship and materials.

C. Contractor shall obtain and pay for all required permits and contractor's licenses and is to pay all required fees and taxes.

D. Contractor shall carry comprehensive general liability insurance, automobile liability insurance, Worker's Compensation Coverage at statutory limits, with minimum limits of \$1,000,000. The EDA shall be named as an additional insured.

7. ADHERENCE TO DESIGN GUIDELINES:

Recipient shall adhere to the Design Guidelines of the Town of Vinton Downtown Facade Grant Program Guidelines for the project. Recipient acknowledges that changes made to the approved design may endanger the receipt of the grant.

8. CHANGES TO IMPROVEMENTS:

Recipient shall make no substantial changes, other than ordinary maintenance, to the Improvements for five (5) years, unless any such changes are determined by the Project Planner to be consistent with the Design Guidelines, as determined by the Project Planner.

9. INDEMNIFICATION:

The Recipient does hereby indemnify and hold harmless the EDA of Roanoke County, the County of Roanoke, the Town of Vinton, and their employees, agents, and the Grant Selection Committee, from all claims made or actions against, or losses, damages, costs, and attorney's fee incurred as a result of, arising out of, or related to any intentional act or omission by the Recipient under, pursuant to, or in connection with, this Agreement and the work undertaken pursuant hereto.

10. TERMINATION:

This Agreement may be terminated by the Town of Vinton, County or the Recipient upon written notification to the other party. Termination shall be effective upon delivery of such notification to the Town of Vinton, County or the Recipient. In the event of termination by the Recipient, the Town of Vinton, the County shall be released of all obligations to the Recipient, but the Recipient's duty to indemnify shall survive the termination. No payment shall be made for any work if Recipient terminates this agreement.

11. PARTY RELATIONSHIPS:

The parties to this Agreement hereby acknowledge that nothing contained in this Agreement shall be deemed or construed by either of them, or by any third person or entity, to create any relationship of principal and agent, limited or general partnership, employer and employee, or joint venture, between the EDA and Recipient, or to create any relationship of third-party beneficiary in favor of a person or entity not a party to this Agreement, including contractors and suppliers.

12. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement of the parties hereto. It shall supersede all prior offers, negotiations, and agreements. No revision of this Agreement shall be valid unless made in writing and signed by the parties hereto.

13. NOTICE:

All notices and correspondence shall be sent to the following addresses, unless written notification to the contrary is received:

Mrs. Anita McMillan, Director of Planning and Zoning  
Town of Vinton  
311 South Pollard St.  
Vinton, VA 24179

14. REMEDIES:

In the event the Recipient does not perform under the terms of this Agreement, the EDA shall be entitled to its remedies at law and in equity, in addition to liquidated damages equal in amount to the Grant Funds, if said Grant Funds have been disbursed.

15. GOVERNING LAW:

This Agreement shall be governed by laws of the Commonwealth of Virginia. Witness the hands and seals of the parties hereto the date first written on the first page of this contract.

By: \_\_\_\_\_ (SEAL)  
Recipient

By: \_\_\_\_\_ (SEAL)  
Chairman, EDA of Roanoke County

By: \_\_\_\_\_ / \_\_\_\_\_ (SEAL)  
Contractor Company

By: \_\_\_\_\_ / \_\_\_\_\_ (SEAL)  
Contractor Company

By: \_\_\_\_\_ / \_\_\_\_\_ (SEAL)  
Contractor Company

By: \_\_\_\_\_ / \_\_\_\_\_ (SEAL)  
Contractor Company