

**TAPPAHANNOCK FACADE GRANT PROGRAM  
TAPPAHANNOCK REVITALIZATION COMMITTEE**

I. The Town of Tappahannock is pleased to offer Tappahannock commercial property owners and business persons (applicants) the opportunity to apply for a Facade and Landscaping Grant. The purpose of the grant program is to promote continued development through renovation, restoration and preservation of commercial buildings.

**The program is intended to:**

- Make our streets more inviting and interesting to walk and shop
- Help building owners attract and retain tenants
- Build civic pride among the community
- Contribute to the quality of life of our residents, workers and visitors
- Promote the market ability of our business area

II. Grants are available for exterior improvements only and may be used to improve the front or side of the building provided the facade faces a public street. The amount of the match will be determined by the revitalization committee based on the funds available and the number of requests considered. The funds are a grant, not a loan.

III. Grants are available for any rehab project that qualifies with up to a 50% match up to a maximum amount of \$2,000.00 per fiscal year. Applications will be considered on a first come, first served basis.

**IV. Qualifications and Requirements**

- All applications must be submitted and approved prior to beginning the proposed improvement
- Application deadline is April 1 of each year
- Any commercial property owner or business tenant located in the Tappahannock Town limits within the CC-1 (Central Commercial) zoning district
- Tenant applicants must have the building owners written approval
- Projects must comply with all Town codes and zoning ordinances and policies
- Work must adhere to the plans and renderings approved by the revitalization committee
- Work must be completed within six months of grant approval
- Applicant must agree to maintain the facade for a minimum of two years
- Upon completion of the work, the applicant must submit proof of payment (copy of paid invoices) in order to receive reimbursement from the Town of Tappahannock
- Applicants shall submit a copy of the current contractor's license, business license and insurance certificate for any contractor or company involved with the improvement. Individual applicants involved with the improvements shall submit a certificate of insurance.

**V. Projects that qualify**

**Includes, but are not limited to the following:**

- Painting (other than routine maintenance)
- Installation of new or improved doorways, awnings, shutters or canopies
- Installation of approved lighting for the purpose of illuminating the exterior and/or signage of a building
- Enhancing windows, doors and/or framing visible from the street
- Landscaping that is creative and visually pleasing

**VI. Projects that DO NOT qualify.**

**Including but not limited to the following:**

- Roofs
- Parking lots
- New Construction
- Interior Improvements
- Equipment or inventory
- Inappropriate cleaning methods, repairs replacements or alterations
- Signage and backlit awnings
- Deferred maintenance
- Sidewalks
- Projects completed prior to the approval of the applications

## **VII. Grant process**

1. Initial Contact – Generate Interest among businesses within the CC-1 Zoning District
2. Application – The applicant would apply to the Town describing what types of improvements they are proposing and an estimated cost of what they are proposing
3. Consultation – Present the guidelines to the potential applicant and explain how they could be incorporated into their design plan
4. Staff approval – Approval and recommendation from a Town staff member as to the whether or not the project qualifies for the grant program
5. Revitalization Committee Approval – The revitalization committee gives the final approval of the application and advises the staff member and applicant to move forward to design and implementation phase
6. Contract – Upon committee approval, the applicant and the revitalization committee shall sign a contract that sets the stipulations for design standards and the release of funds.
7. Design and Implementation – Applicant and staff member work on a design that will meet the guidelines criteria. Upon completion of a design plan, the staff member will forward a letter to the applicant that plans meet the guidelines and that the applicant can proceed with implementation of improvements.
8. Completion and Payment – When the implementation of improvements are completed, the applicant shall forward a receipt to the staff member, showing that the applicant has paid in full and is entitled to 50% reimbursement up to the approved amount. The staff member would then forward the bill to the revitalization committee for a request of funds. Upon approval, the committee will forward the bill to the Town Treasurer for payment.

## **VIII. Criteria for Selection:**

     **Impact to Area/Town of Tappahannock(1-5)**

Does the proposed project comply with the Tappahannock Comprehensive Plan and the Design Guidelines? Do exterior changes compliment the nature of the street/block where the property is located? Is this property positioned in a high-traffic or highly-visible part of town and clearly does not meet the building standards of the area?

**\_\_\_Community Connection (1-5)**

Did the applicant work with neighbors, business owners or community organization to create an improvement plan which benefits the overall neighborhood? Will the applicant hire local Tappahannock or Essex Contractors?

**\_\_\_Permanent, Tangible Improvements (1-5)**

Are the proposed improvements permanent, in that they will increase the value of the property? Will the proposed improvements become affixed to the property in a way that if the property is sold, will remain with the structure? Do the enhancements to the property demonstrate significant return on investment?

**\_\_\_Economic Impact to Business and/or Property (1-5)**

Will this project result in any economic growth (i.e. Support to existing business, increase number of customers, commercial occupancy of a vacant space, increase in building value, etc). Does the current condition of this property warrant the proposed project? Is there a description of problems that relate to the current facade? Is there a history frequent tenant turnover? Is this property adjacent to distressed properties?

**TOWN OF TAPPAHANOCK  
PO BOX 266  
915 CHURCH LANE  
TAPPAHANNOCK, VA 22560**  
Contact: James W. Sydnor, Town Manager  
Phone: (804) 443-3336  
Fax: (804) 443-1051  
Email: [jsydnor@tappahannock-va.gov](mailto:jsydnor@tappahannock-va.gov)

# TOWN OF TAPPAHANNOCK GRANT PROGRAM CONTRACT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Town of Tappahannock (Hereinafter, Town) and \_\_\_\_\_ (Hereinafter recipient).

**WHEREAS**, a need exists in the Town of Tappahannock to encourage the beautification of the streetscape, signage, and building facades, in the Central Commercial (CC-1) 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 Central Commercial District; and

**WHEREAS**, the Revitalization Committee is acting on behalf of the Town of Tappahannock to implement the goals and objectives of the Town of Tappahannock 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 Town shall 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 \$2,000.00 (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 Revitalization Committee. Any alterations, revisions or changes to the Improvements will be authorized and approved by the Revitalization Committee. Failure to have alterations, revisions or changes approved in advance by the Revitalization Committee will result in 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 Revitalization Committee and the staff member as being in accordance with the Design Guidelines. Upon completion of the Improvements, the recipient shall submit and itemized invoice and evidence of payment thereof, with copies of all contractor's invoices to the staff member for payment by the Town. 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 Revitalization Committee 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 Essex and zoning and sign ordinances of the Town of Tappahannock.

b. The contractor shall guarantee and warrant to the Town and to the Recipient all work performed by contractor for a period of twelve (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 \$1,000,000.00. The Town of Tappahannock shall be named as an additional insured.

7. ADHERENCE TO DESIGN GUIDELINES:

Recipient shall adhere to the Design Guidelines of the Town of Tappahannock 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 staff member to be consistent with the Design Guidelines, as determined by the staff member.

9. INDEMNIFICATION:

The Recipient does hereby indemnify and hold harmless the County of Essex, the Town of Tappahannock, and their employees, agents, and the Revitalization Committee, from all claims made or actions against, or losses, damages, costs, and the attorney's fee incurred 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 Tappahannock or the Recipient upon written notification to the other party. Termination shall be effective upon delivery of such notification to the Town of Tappahannock or the Recipient. In the event of termination by the Recipient, the Town of Tappahannock 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

Town 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:

**Mr. James W. Sydnor  
Town Manager  
Town of Tappahannock  
915 Church Lane  
P.O. Box 266  
Tappahannock, VA 22560**

14. REMEDIES:

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

15. GOVERNING LAW:

This Agreement shall be governed by the 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, Revitalization Committee**

BY: \_\_\_\_\_ (Seal)  
**Town Manager, Town of Tappahannock**

BY: \_\_\_\_\_ (Seal)  
**Contractor, Company**

BY: \_\_\_\_\_ (Seal)  
**Contractor, Company**

BY: \_\_\_\_\_ (Seal)  
**Contractor, Company**

**Façade Grant Program**

**804-443-3336: PHONE**

**804-443-1051 FAX**

**Date:** \_\_\_\_\_

**Applicant Contract**

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

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

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

**Business Information**

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

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

**Property Owner**

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

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

*If a legal representative signs for a property owner, please attach an execute power of attorney*

**Required Attachments**

\_\_\_ Contractor(s) line item cost estimate or bid on letterhead with breakdown expenses – itemized with material listed.

\_\_\_ Architectural drawing or sketch of improvements

\_\_\_ Photos of existing building (may submit electronically)

\_\_\_ Paint samples (if applicable)

Total cost of project: \_\_\_\_\_

**Applicant Acknowledgement of Conditions**

I (applicant) \_\_\_\_\_ have read the conditions and acknowledgements and agree to fulfill the terms and conditions of this program.

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

