



City of **Marietta** OKLAHOMA

Façade Grant Program Guidelines

The City of Marietta, in an effort to support the development of the downtown district, has created a Façade Grant Program for all business owners and operators within the designated downtown district. The Façade Grant Program was established to encourage economic growth, to stimulate private investment and help create a more inviting downtown area. The following information outlines the details of the Façade Grant Program.

What is the Façade Grant Program?

The City wishes to encourage and support building and/or business owner investment in the improvement of their existing buildings. The Façade Grant Program is a process where the City will provide reimbursement of the funding for the actual project cost up to a \$5,000 maximum, for eligible improvements to the appearance of a building façade in the designated downtown district. The applicant is reimbursed upon the completion of improvements in accordance with program guidelines. The building or business owner must apply for and be approved for the program before doing the work to be eligible for the grant. The following provides the program's criteria for eligibility and the approval process.

Eligible Properties and Applicants

1. At this time, eligibility is limited to any building or structure located within the downtown district as defined in the attached map.
2. Owners or tenants may apply for the façade grants; however, if applying as a tenant you must have the owner's approval and signature on the completed application and subsequent agreement. If a property has more than one owner, all owners are required to sign the application and agreement.

Eligible and Ineligible Improvements

1. Examples of **eligible** improvements for Façade Grant funding include:
 - a. Removing of false façades
 - b. Cleaning of brickwork, which includes chemical stripping, water wash, or scraping.
 - c. Repainting
 - d. Repair or replacement of windows and doors
 - e. New, repair or replacement of awnings
 - f. Structural repair
 - g. Exterior lighting
 - h. Historical reconstructions and replacement of original architectural details

700 S. HIGHWAY 77 · MARIETTA, OKLAHOMA 73448 · (580) 276-5569 · www.mariettaok.city

David Spradling, Mayor · Dottie Gwin, Clerk · Misti Kirk, Treasurer · Council: Matt Barber · Candice Dixon · Crystal Cohee · Kermit McKinney · Destry Rushing · Tambre Sanders · Angela Vega · Tom Kiser

2. Example of **ineligible** improvements, either in whole or in part, for Façade Grant funding, include:
 - a. Power Washing or Sandblasting
 - b. Demolition of historic features
 - c. Roof repairs
 - d. Signs
 - e. Parking Lot Improvements

Time Limitations

Façade projects must be completed within six (6) months after the applicant has been notified of approval. A reasonable extension may be granted, based upon the good faith efforts of the applicant, through written notification to the Façade Grant Committee. Funds will not be released to the applicant if the project is not completed within the time period.

If the project has not commenced within six (6) months, the Façade Grant Committee reserves the right to distribute the awarded amount to another applicant.

Guidelines

1. All applications that are constructing a new awning or other major construction must include a written report from a structural engineer that has been completed within the past six months. Please note that if the application is approved, the cost of the engineer's report will qualify for reimbursement.
2. All applications must be submitted and approved, and the program agreement executed prior to the beginning of any construction.
3. Rehabilitation of a structure in Marietta should be considered with respects to the architectural integrity of the entire front, retaining those elements that enhance the building.
4. All rehabilitation design proposals shall meet the zoning, building and fire code requirements of the City of Marietta. All necessary building permits shall be obtained.
5. Any exterior renovation proposal – from an entire façade rehabilitation to maintenance items, such as repainting or replacing building parts – is eligible for funding, but top priority will be given to projects which will make a highly visible contribution (visible to the traveling public) to the revitalization of the district.
6. Retention and repair and/or re-creation of existing cornices is strongly encouraged wherever possible.
7. The development of rear or side entrances with appropriate design is encouraged and should follow the stated guidelines.

8. If an application is approved, all documents are executed, all rules are followed, and all work is completed on time, matching funds will be reimbursed for each project at a 1:1 dollar match with a maximum grant of \$5,000.00.

Application Process

Applications for the Façade Grant Program can be obtained at the Marietta Municipal Building, located at 700 S. Highway 77, or online at www.mariettaok.city/documents. Completed applications will be accepted on a rolling basis from July 1 – December 31. After the application has been received, the Façade Grant Committee will consider the application and determine eligibility. If the application receives approval, the applicant must enter into an agreement with the City of Marietta. Applications will continue to be accepted until all of the grant money that is available for the fiscal year has been awarded.

1. Owner/tenant completes the Application and attaches the following required documentation:
 - Certificate of Appropriateness from the Historic Preservation Board
 - Written structural engineer's report (completed within the last six months) if applicable.
 - Proof of Property Insurance
 - At least two different 8 X 10 color photographs of existing building façade
 - Photos, plans, or sketches of proposed improvements
 - Quotes, fee proposal, and any other documentation that supports the proposed budget
 - Owner's permission, if necessary
2. Owner/tenant submits the Application to the City of Marietta
3. The Façade Grant Committee reviews and approves or disapproves the application. The Façade Grant Committee reserves the right to approve or deny an application based on what is deemed to be in the best interest of the City, overall appearance and the historical preservation of downtown Marietta. A notification letter is sent to the applicant stating whether the project has been accepted as described in the application, accepted with conditions, or rejected. If the application is rejected, it may be resubmitted with modifications.
4. The Façade Grant Agreement must be signed upon approval and prior to beginning work. Parties in the agreement will be the applicant, building owner (if other than applicant), and the City of Marietta.
5. ANY CHANGES TO THE APPROVED DESIGN MUST BE SUBMITTED TO AND APPROVED BY THE FAÇADE GRANT COMMITTEE PRIOR TO THE COMMENCEMENT OF SAID CHANGES.

6. As a condition of the grant and in consideration of the opportunity to apply for the grant, the applicant consents for the City of Marietta and/or a qualified representative to inspect the completed work. Once work is inspected, a check will be issued to the applicant for the actual project cost up to a \$5,000.00 maximum, provided the work is in accordance with the Agreement.
7. Grant funds will be made available on a reimbursement basis only. Upon project completion, copies of all the applicant's dated statements or invoices, with proof of payment must be submitted to the City of Marietta. The City will review the application for payment and respond back to the applicant with ten (10) business days to identify any deficiencies in the payment request. If the application for payment is approved, the City of Marietta will make payment to the applicant within (30) days.

More Information

If you need more information or have questions about the Façade Grant Program, please contact Scott Chaney, City Administrator:

- by phone at (580) 276-5569
- by email at schaney@mariettaok.city
- or in person at the Municipal Building, 700 S. Highway 77

Façade Grant Application

Application must be complete and legible.

Property Information	Business Name	Telephone
	Physical Address	Fax

Applicant Information	Full Name	Telephone
	Mailing Address	Fax
	Email	Federal Tax ID Number

Owner Information (if other than applicant)	Full Name	Telephone
	Mailing Address	Fax
	Email	Federal Tax ID Number

BUDGET WORKSHEET		
<i>Please use the table below to outline each proposed improvement and the associated cost.</i>		
EX: WINDOWS	6 NEW CLERESTORY WINDOWS (12" X 24") FOR THE FRONT FACADE	\$1800.00
<i>Attach additional sheets if necessary.</i>		TOTAL

Proposed Facade Improvements *(please specify)*

Scope of Proposed Project *(include a summary of the building's current condition, areas to be improved and how, as well as any proposed materials or colors)*

Required Documentation *(these items **must** be submitted with the **signed** Application)*

- Written structural engineer's report (completed within the last 6 months) if applicable.
- Proof of Property Insurance
- At least two different 8 X 10 color photographs of existing building façade
- Photos, plans, or sketches of proposed improvements
- Quotes, fee proposal, and any other documentation that supports the proposed budget
- Owner's permission, if necessary

Submit the completed Application, with all required documentation attached in person to the office of City of Marietta, located at 700 S. Highway 77.

Date Submitted: _____	Received by: _____
Application Complete: <input type="checkbox"/> Yes <input type="checkbox"/> No	Comments: _____
Additional Comments: _____	
Completed Application Accepted By: _____	Date: _____
Facade Grant #: _____	Amount Requested: _____

Committee Action

Application Review Date: _____

- The application has been approved by the City of Marietta for a Facade Grant in the amount of _____. This amount is to be reimbursed upon project completion with receipt of proof of payment of all statements or invoices.
- Denied

Committee Representative Signature Date

Pre-inspection Date: _____	<input type="checkbox"/> Pictures Taken
Inspection Date: _____	<input type="checkbox"/> Pictures Taken
Final Inspection Date: _____	<input type="checkbox"/> Pictures Taken
Inspection Notes: _____	
Applicant Request for Reimbursement Date: _____	Applicant Signature _____
Date Approved for Grant Reimbursement on _____.	
Completed Application Sent to Purchasing for Reimbursement _____	Staff Signature _____

FACADE GRANT PROGRAM AGREEMENT

This Facade Grant Program Agreement ("Program Agreement") is made and entered into by and between the City of Marietta, Oklahoma, a Municipal Corporation (hereinafter the "City") and _____
_____(List all owners' names), a single person, single persons, married persons, joint tenants, or whatever the case may be (hereinafter "Owner").

WHEREAS, in order to encourage the redevelopment of the Downtown District, the City of Marietta has agreed to offer reimbursement grants for approved façade renovations for buildings within the area; and,

WHEREAS, the undersigned Owner desires to participate in the Program and understands that his/her/their Application for the Facade Grant Program has been approved.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the benefits, which will accrue to the parties, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Guidelines and Project Location. Owner has received, read and fully understands the Facade Grant Program Guidelines provided with the Application. This Program Agreement is solely and exclusively for the repairs of the facade as described in the approved application and the work will take place at the property located at the following address: _____, Marietta, OK ("Project Location").
2. Reimbursement. The Owner has provided the City with an estimate of the total cost of this repair in the amount of _____dollars (\$_____). City agrees to provide reimbursement funds in the amount of _____dollars (\$_____), which is equal to one half (1/2) of the total estimated cost or a maximum of Five Thousand Dollars (\$5,000.00). In no event shall City reimburse the Owner for more than fifty percent (50%) of actual costs or Five Thousand Dollars (\$5,000.00).
3. Term. This Agreement will expire six (6) months after it is approved by both parties unless the term is extended and agreed to by both Parties in a written amendment. All work at the Project Location must be completed within this period.
4. Incorporation and Amendments to Owner's Plan. The Facade Grant Program

Guidelines and Owner’s Application are fully incorporated into this Agreement as if fully set out herein. The drawing of the improvements including in the Application, or agreed to during the review process, is attached hereto and shall be followed. In the event that Owner has to make changes to the drawings and/or plans, the changes must be approved by the Facade Grant Committee. Only changes approved by the Facade Grant Committee shall be reimbursable.

5. Notices. Whenever a notice is required to be given in writing and under the terms of this agreement, or any extension thereunder, such notice shall either be delivered or mailed by certified mail, return receipt requested to the respective parties at the following addresses:

As to the City:

Office of the City Administrator
700 S. Highway 77
Marietta, OK 73448

As to Owner:

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

6. Termination and Removal from the Program. Failure of Owner to follow the Facade Grant Program Guidelines and/or to agree to any Amendment to this Agreement may result in the termination of this Agreement and the removal of the Owner’s project from the Facade Grant Program. If the project is removed from the Program, the needed repairs to the building will remain the responsibility of the Owner and the City of Marietta shall have no responsibility to the Owner under this Program.

7. General Terms.

A. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 *et seq.*, do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

B. Construction. Captions and other headings contained in this contract are

for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.

- C. Compliance with Laws. The parties shall conduct business under the terms of this Agreement in such a manner that it does not violate federal, state, or local laws or regulations applicable to its operations under the terms of this Agreement.
- D. Binding Effect. This Agreement binds the parties and any successors and assigns of the parties.
- E. Assignment. The Agreement may not be assigned by the Owner without the prior written consent of the City.
- F. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.
- G. Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
- H. Interpretation of Law and Venue. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Lease may be brought against any of the parties in the courts of the State of Oklahoma, County of Love, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below.

(If more than one owner, attach additional signature pages)

“Owner”

“City of Marietta”

Owner Signature

Date

City Administrator

Date

Printed Name

Printed Name

ATTEST:

Owner Verification

State of Oklahoma)
County of Love) ss.

On this __day of _____, _____, before me, a Notary Public in and for Love County, State of Oklahoma, personally appeared _____, the “Applicant”, known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to within the instrument and acknowledged that he/she voluntarily executed the same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL)

Notary Public

ATTACHMENT A

**APPROVED DRAWING OF
IMPROVEMENTS**

Façade Grant Program Eligible Locations

