



## Town of Jupiter Historic Preservation Grant Program

**Purpose and Intent-** The purpose and intent of the Historic Preservation Grant Program is to provide incentives for the restoration, rehabilitation, and/or preservation of historic structures which have been designated by the Town Council and which are located within the Town of Jupiter (Town).

### Project Eligibility Requirements

- a) Only the property owner is eligible to be an applicant for a grant.
- b) A property owner is only eligible to submit an application for the restoration, rehabilitation, and/or preservation (hereinafter a “project”) under the following circumstances:
  - 1) If the structure has already been designated historic by the Town pursuant to [Section 27-2438](#), or is listed in the National Register of Historic Places; or
  - 2) If the property owner agrees to submit an application to have the structure designated historic by the Town pursuant to [Section 27-2438](#), or listed in the National Register of Historic Places. If a grant is awarded, a historic designation application must be reviewed and approved by the Town Council prior to or concurrently with the grant funding agreement.
- c) Applications shall meet Division 19 of the Town’s Zoning Code and the Secretary of the Interior’s Standards
- d) The property must be located in the Town of Jupiter.
- e) The eligibility for the funding of a project shall be determined on by the Historic Resources Board. The Town Council shall have the final decision on whether or not to appropriate funds for a project.
- f) The applicant shall provide a financial match as follows:

Request	Match required (services, cash, in-kind services, or supplies)
≤\$10,000	0%
≥\$10,001 up to \$50,000	25%
\$50,001 up to \$100,000	50%

Once an application has been made, an applicant is only eligible for work that is consistent with the project described in the application.

- g) Where practical, as determined by the Town, all building façades shall be restored to the original period design.
- h) Any property which is the subject of an application shall not be subject to a pending Notice of Violation, Order of Violation, or having a code compliance lien recorded against the property.
- i) The subject property shall not have any outstanding municipal debt, including but not limited to Town taxes, fines, fees assessed by the Town’s stormwater or water utilities or other municipal assessments or liens.
- j) Proof of property insurance.
- k) Historic Preservation Grant recipients for prior exterior improvements are not eligible to apply for a new grant until three years after the date on which the prior Town Historic Preservation Grant was awarded.
- l) Interior preservation, restoration or rehabilitation project improvements are eligible for a grant within the three year period of a previous exterior improvements grant as noted in k) above, provided the Town’s Building Official has determined that the exterior of the building is structurally sound.
- m) Eligible exterior preservation, restoration or rehabilitation improvements for designated residential or commercial buildings:
  - 1) Exterior structural work (including foundations)

- 2) Architectural details
  - 3) Walls
  - 4) Roof
  - 5) Replacement or repair of awnings
  - 6) Replacement of deteriorated or inefficient windows
  - 7) Exterior painting
  - 8) Replacement or upgrades of porches, gutter and downspout repair/replacement and lighting
  - 9) ADA accessibility
  - 10) Fire prevention
  - 11) Subject property and Right-of-way infrastructure improvements for adaptive reuse or commercial buildings (e.g. improvements to parking areas, drainage, electrical, lighting, sewer, etc.)
  - 12) Drainage or grading improvements on property to minimize the loss, damage, or destruction of a designated property or structure
- n) Eligible interior preservation, restoration or rehabilitation improvements for designated buildings (so long as exterior of building is structurally sound and the interior improvements are regularly open to the public as set forth in F.S. 196.1961\*) may include the following:
- 1) Flooring
  - 2) Walls
  - 3) Ceilings
  - 4) Architectural details
  - 5) ADA accessibility
- o) Reimbursement of a portion of the cost of acquisition of a structure may be considered as a match for grant funding only after the structure had been designated by the Town as historic pursuant to [Section 27-2438](#), or listed in the National Register of Historic Places.
- p) Ineligible costs can include, as determined by the Town may include, but are not limited to:
- 1) Interior work that is not visible by the public
  - 2) Work on structures which do not hold a local historic designation
  - 3) For residential buildings - Excavation, paving, landscaping, or site work unless a determination is made that the improvements are necessary to prevent or minimize the loss, damage, or destruction of the historic site or building.

\* Regularly open to the public means that there are regular hours when the public may visit to observe the historically significant aspects of the building. This means a minimum of 40 hours per week, for 45 weeks per year, or an equivalent of 1,800 hours per year.

**Review Criteria** – Applications shall be evaluated on a competitive basis, based upon the following:

- a) Fully comply with the grant program conditions
- b) Meet the eligibility criteria listed above
- c) Condition of a structure/site and need for improvements in order to ensure preservation
- d) Historical significance of a structure/site
- e) Time period in which the improvements will represent
- f) Are complete, thorough and include a reasonably detailed budget
- g) Identification of the source of the matching funds and documentation demonstrating that the funds are available to the applicant the financial obligations of the grant program
- h) A construction schedule which demonstrates that the applicant can complete the project in a timely manner, as determined by the Town's Building Official

**Project Budget** – A complete and accurate project budget shall be submitted. All expenses shall be itemized on the project budget and supported by three written quotes from licensed contractors for projects exceeding \$2,500. An itemized valuation of in-kind services, including donated material and volunteer hours



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Exterior painting  
(approx. sq. ft.)

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Awning

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Historic Sign(s):  
Non-Residential  
Nonconforming  
[§ 27-3358(d)(4)]

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Infrastructure  
improvements  
(only for Adaptive  
Reuse) [§ 27-2442]

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Other  
improvements

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Total Cost of Project:     \$

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Amount Requested:     \$

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**Attachment Checklist**

- Site plan or aerial with work location clearly marked
- Color photos of existing conditions
- Historic photos of building (interior or exterior)
- Plans and/or elevation drawing of proposed alterations
- List of materials for proposed alterations
- Written estimate from licensed contractor(s)
- Color samples
- Project budget

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

# Historic Preservation Grant Program Funding Agreement

## *GRANT AGREEMENT*

This Grant Agreement (Agreement) is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the TOWN OF JUPITER, FLORIDA, a Florida municipal corporation, 210 Military Trail, Jupiter, Florida 33458, hereinafter referred to as the “Town”, and \_\_\_\_\_, whose mailing address is hereinafter referred to as the “Recipient.”

### RECITALS

WHEREAS, the Town Council of the Town of Jupiter has previously created a Historic Resources Board and established regulations to protect archeologically or historically significant sites and structures; and

WHEREAS, the preservation of archeological or historic sites and structures is a strategic priority of the Town Council; and

WHEREAS, the Town Council has created a grant program whereby it may award grants to eligible property owners; and

WHEREAS, the recipient of a grant from the Town Council shall enter into an agreement with the Town to use the funding for the exclusive purposes of preserving or enhancing historic resources and structures in the Town.

NOW THEREFORE, the parties covenant and agree as follows:

### **ARTICLE 1- USE OF GRANT FUNDS**

The Recipient has been awarded a grant pursuant to the Town’s “Historic Preservation Grant Program Application Fiscal Year \_\_\_\_\_” to be used for \_\_\_\_\_ (the Grant). By the acceptance of the Grant, the Recipient agrees that all of the work performed at the property or on the structure shall be done in strict accordance with the United States Secretary of the Interior’s Guidelines (Interior Guidelines) and the Code of the Town of Jupiter (Code), including the Florida Building Code incorporated therein.

### **ARTICLE 2- DISTRIBUTION OF GRANT PROCEEDS**

The Town may elect to distribute the proceeds from the Grant awarded pursuant to this Agreement in a lump sum, or in increments.

### **ARTICLE 3- TERM**

The Term of this Agreement shall commence upon execution of the Agreement and shall be for one year, unless extended by the Town. All improvements or construction associated with the Agreement shall be completed prior to the expiration of the Term.

**ARTICLE 4- GRANT AWARD/PAYMENTS**

The Town shall pay the Grant to the Recipient upon the Recipient’s completion of the improvements for which the Grant was awarded, and the Town’s acceptance of same. The Recipient shall provide certification that the project has been completed in accordance with the construction budget and timeline, included as Exhibit “A” of this Agreement. The Recipient’s invoice shall reference the Town’s Application Number and shall be sent to the Project Manager at the following address:

Town of Jupiter  
Department of Planning and Zoning  
Historic Preservation Grant Program  
210 Military Trail  
Jupiter, FL 33458  
Attn: David Kemp, Principal Planner

The Town shall inspect all work before authorization of payment is made to the Recipient. The Town shall pay the amount of the invoice which has been submitted to the Town within 30 days of the Town’s inspection of the work and its determination that the Recipient has performed the work or made the improvements in accordance with the use of the proceeds from the Grant as set forth in Article 1 of this Agreement. When requesting payment, the Recipient shall submit certified actual costs of construction for review including contractor, material invoices and evidence of payment of same. If in-kind work or donations of labor and material are utilized in the completion of the work or donation shall be reflected in the documents submitted by the Recipient for reimbursement.

**ARTICLE 5- PROJECT MANAGEMENT**

The Recipient shall direct all questions or issues regarding performance in accordance with the Grant, other than invoices and notices, to the attention of the Project Manager for attempted resolution or action. The Project Manager shall be the Town’s representative responsible for the overall coordination and oversight relating to the performance of the Grant.

**ARTICLE 6- NOTICES**

All communications to the Recipient under this Agreement related to the Grant shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the address stated below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

All notices to the Town under this Agreement shall be in writing and sent by certified mail to:

Town of Jupiter  
Department of Planning and Zoning  
Historic Preservation Grant Program  
210 Military Trail  
Jupiter, FL 33458

Attn: David Kemp, Principal Planner

All notices required by this Agreement shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the Town under this Agreement shall reference the Town's Application Number.

#### **ARTICLE 7- TERMINATION OF GRANT FOR DEFAULT**

If the Town determines that the Recipient has failed to fulfill its obligation under this Agreement in a timely and proper manner, it shall have the right to terminate this Agreement by giving the Recipient written notice of the obligation(s) which the Town deems to be in default. The Recipient shall then have 10 calendar days from receipt of notice to correct the deficiency. If the Recipient fails to correct the deficiency within this time, the Town may terminate this Agreement and reserves the right to seek repayment of any Grant proceeds previously advanced to the Recipient.

#### **ARTICLE 8- ATTORNEY'S FEES**

If either party initiates legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its costs and a reasonable attorney's fee.

#### **ARTICLE 9- EXAMINATION OF RECORDS/RETENTION**

The Recipient shall maintain all records associated with the Grant in accordance with Chapter 119, Florida Statutes. The Town shall have inspection and audit rights as follows:

**A. Maintenance of Records.** The Recipient shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Agreement.

**B. Examination of Records.** The Town or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time and place.

**C. Extended Availability of Records for Legal Disputes.** In the event that the Town should become involved in a legal dispute with a third party arising from performance under this Agreement, the Recipient shall extend the period of maintenance for all records to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the Town.

**D. Public Records Act.** The Recipient acknowledges that all documents generated in association with the Project are public records and the Recipient shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Recipient assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, shall be upon the Recipient. In the event the Town becomes a defendant in a public records lawsuit due to the Recipient's failure to produce public records, the Recipient shall hold harmless and indemnify the Town.

At the completion of this Agreement, the Recipient shall transfer, at no cost to the Town, all public records in the Recipient's possession; or keep and maintain the public records associated with the documents provided for in this Agreement. If the Recipient transfers all public records to the Town upon completion of the term of this Agreement, the Recipient shall destroy any duplicate public records that are confidential and exempt from public records disclosure. If the Recipient keeps and maintains public records upon completion of the term of this Agreement, the Recipient shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

## **ARTICLE 10- STANDARDS OF COMPLIANCE**

The Recipient warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of the Agreement, and shall abide by all legal, financial, and reporting requirements, as required here.

The Recipient, its consultants, agents, employees, contractors and subcontractors shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The Town undertakes no duty to ensure such compliance, but will attempt to advise the Recipient, upon request, as to any such laws of which it has present knowledge.

The Recipient hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this Agreement. The Recipient shall take all measures necessary to effectuate these assurances.

## **ARTICLE 11- GOVERNING LAW/VENUE**

The laws of the State of Florida shall govern all aspects of the Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

## **ARTICLE 12 – LICENSES AND PERMITS**

The Recipient shall obtain, at its sole expense, all necessary licenses, authorizations, approvals, and permits from the appropriate federal, state, or municipal governmental agency, prior to commencing performance of the agreement.

## **ARTICLE 13- INDEMNIFICATION**

For value received, which is hereby acknowledged, the Recipient shall defend, indemnify, save, and hold the Town, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the Recipient, its subcontractors, agents, assigns, invitee, or employees in connection with this Agreement. The Recipient further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitee

and employees with the terms of this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

#### **ARTICLE 16- FORCE MAJEURE**

Notwithstanding any provisions of the Agreement to the contrary, the Recipient shall not be held liable for any failure or delay in completing the improvements within the Term due to wildfires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, or civil commotion which is hereby deemed to be beyond the control of the Recipient. Failure to perform shall be excused during the time period of such circumstances, but this Agreement shall otherwise remain in effect.

#### **ARTICLE 17- ENTIRE UNDERSTANDING**

This Agreement states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations or agreements previously existing between the parties with respect to the subject matter of this Agreement. The Recipient recognizes that any representatives, statements or negotiations made by the Town staff do not suffice to legally bind the Town in a contractual relationship unless they have been reduced to writing and signed by an authorized Town representative.

#### **ARTICLE 18- ASSIGNMENT**

The Recipient shall not assign, delegate, or otherwise transfer its rights and obligations as set forth herein without the prior written consent of the Town. Any attempted assignment without the Town's written consent shall be void, a violation of this Agreement and the Recipient shall immediately forfeit its rights to the Grant.

EXECUTED by the Town this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

TOWN OF JUPITER, FLORIDA

\_\_\_\_\_  
Sally M. Boylan, CMC  
Town Clerk

By: \_\_\_\_\_  
Todd R. Wodraska, Mayor

[TOWN SEAL]

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

EXECUTED by the Recipient this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_