

**I. PROGRAM OVERVIEW & PURPOSE**

The Art Deco Painting Incentive Program (“Program”) is a matching grant incentive program designed to assist property owners of multifamily residential and mixed-use commercial buildings in covering the costs associated with painting and enhancing the exterior façade of their building. The distinctive architecture and historic color schemes of the Miami Beach Art Deco/Architectural District (the “District”) contribute to the celebrated Art Deco architectural style and historic character. The Program seeks to reinforce Miami Beach’s character by supporting visual improvements that enhance the sense of place and visual appeal within the District. The Program awards are structured as matching grants, covering up to 50% of eligible project expenses, with a maximum grant of \$20,000 per application. Grants are awarded on a reimbursement basis, requiring completed work, and expenses incurred before reimbursement.

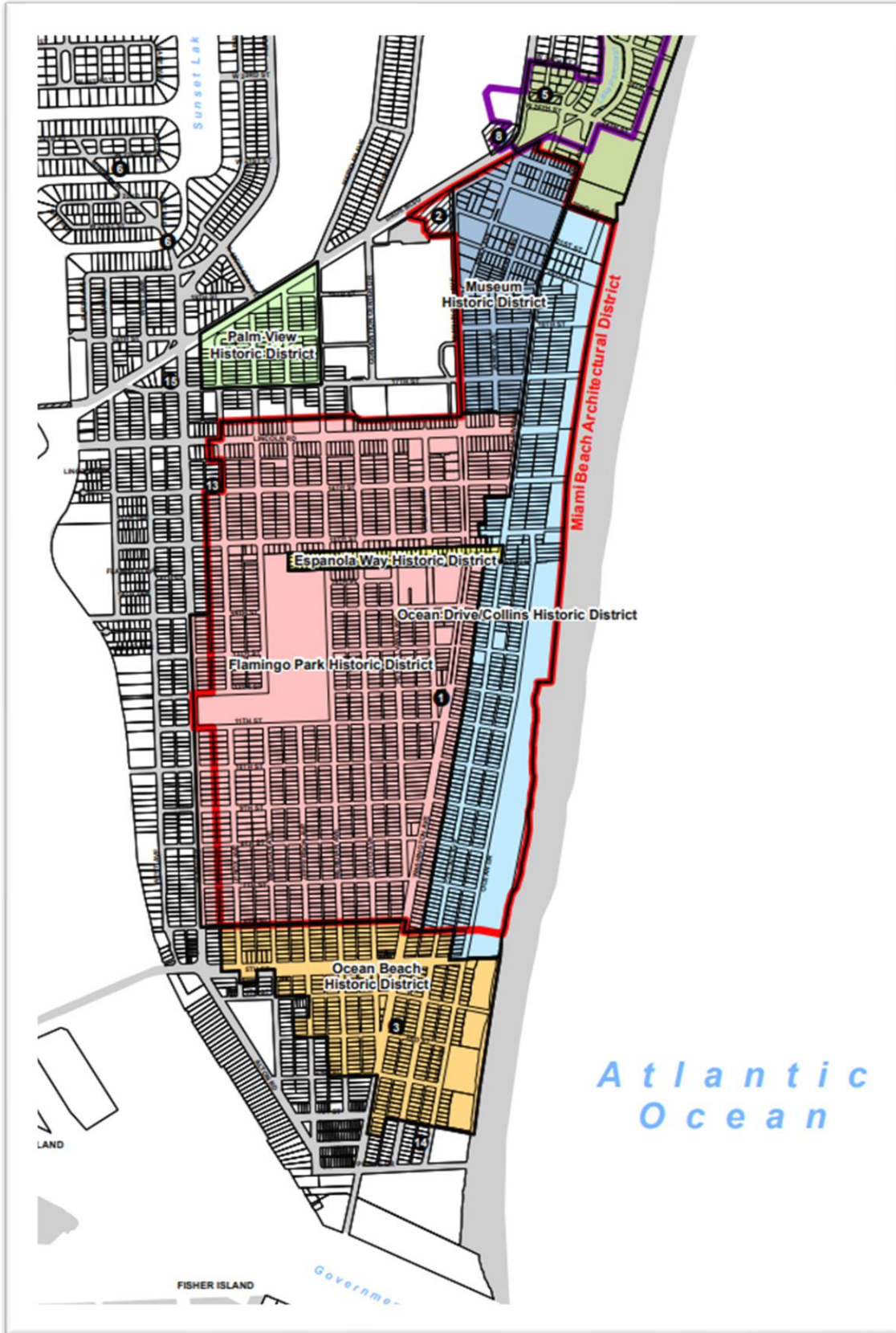
The Program primary goals are to:

- promote and highlight the Art Deco character of buildings within the Miami Beach Architectural District, fostering a welcoming and attractive environment for residents, visitors, shoppers, and merchants;
- support and encourage property owners to paint, improve, repair, and preserve historic buildings; and
- stimulate private investment and revitalization efforts within the District.

**II. ELIGIBILITY REQUIREMENTS FOR REIMBURSEMENT**

Any building owner or commercial tenant of a historically contributing building, located within the Miami Beach Architectural District highlighted in the map below is eligible to apply. A property’s contributing status, within the historic district, must be confirmed. All applications submitted by building tenants require written consent of the building owner.

Eligible properties must be located within the MIAMI BEACH ARCHITECTURAL DISTRICT only



### III. REQUIRED DOCUMENTS

An application will be accepted, for consideration, when preliminary approval of the following requirements has been satisfied. The City reserves the discretion to accept, reject, or request modification of any application.

City staff shall verify all information as necessary. Once City staff has determined an application has met eligibility requirements, an initial site inspection will evaluate suitability and determine existence of any code violations or life and safety issues requiring remediation. Applicants will be notified in writing regarding eligibility status, including explanation of application denial, if applicable.

#### **TO APPLY:**

Online submission of completed application form, including:

- Color photographs of current façade from sidewalk or street;
- Conceptual design and specific scope of work;
- Proof of fire and extended insurance for property;
- Property owner consent (if applicant is tenant);
- Miami-Dade County property taxes and the property has an active and valid City of Miami Beach Business Tax Receipt (BTR)

#### **TO REQUEST REIMBURSEMENT:**

- Documentation that the business has an active and valid City of Miami Beach Business Tax Receipt (BTR);
  - Selected Contractor/Painter Proof of Insurance;
  - Selected Contractor/Painter Business Licenses; and
  - Three (3) project cost estimates/quotes for proposed work over \$5,000.00 (Five Thousand Dollars)
- \* The City Commission, at its discretion, may consider any other criteria at the request and recommendation of the City Manager

### IV. INCENTIVE AWARD

Eligible businesses will be provided a reimbursement-based financial incentive covering up to fifty percent (50%) of eligible project expenses with a maximum of \$20,000.

- Reimbursable expenses must be paid by the business entity.

### V. APPLICATION PROCESS

- Applications accepted on a rolling basis and evaluated on a first-come, first-qualified, first-served basis.
- Complete applications will be evaluated and recommended within 3-4 weeks. If an application is not recommended for award, the applicant will be notified.
- Staff will meet with applicant to ensure clear understanding of the Program's guidelines, and the parties' obligations and responsibilities.
- Recommendations will be based on funding availability and eligibility criteria. Each recommendation for award must be approved by City Commission Resolution.
- Following City Commission approval, the incentive recipient will execute an incentive agreement outlining program details.
- Incentive recipients will have six (6) months from date of executed agreement to begin project, and twelve (12) months following execution of the agreement to complete the scope of work. The award letter and application agreement will specify the deadline for when the work needs to be completed.

- All work/improvements must comply with Miami Beach City Code and Florida Building Code.
- Reimbursement of the incentive recipient's own labor or other in-kind costs are NOT eligible.
- Incentive recipient must provide monthly updates to City staff throughout project execution.
- Incentive recipient must provide the following for review, prior to reimbursement of expenses: copies of receipts and/or paid invoices, proof of payment (copy of checks or bank statements), contractor license documentation (as necessary), and photos of completed work. Additional documents may be required by City staff as requested.

### VI. APPLICATION INSTRUCTIONS

- Carefully review Program guidelines, application, and related materials.
- Prior to applying, please contact the Economic Development Department to discuss your application, business needs, and whether your business furthers the Program objectives.
  - City of Miami Beach Economic Development Department  
Subject: Art Deco Painting Incentive Program  
Email: [mbbiz@miamibeachfl.gov](mailto:mbbiz@miamibeachfl.gov)  
Phone: 305-673-7572
- Submit your online application at [mbbiz.gosmart.org](http://mbbiz.gosmart.org).
- Consideration for participation in the Program will not commence until an Applicant submits a complete application. **Any prior communication with City staff related to the submission of an application does not constitute application submittal or consideration.**
- The Application must be signed by an executive officer or owner of the named entity serving as Applicant.

### VII. REIMBURSEMENT PROCESS

After expenses are paid by the business entity, the grant recipient must provide the following to the City for review, prior to reimbursement of expenses:

- Copies of receipts and/or paid invoices
- Proof of payment (copy of checks or bank statements)

**VIII. APPLICANT INFORMATION**

1. Company Name: \_\_\_\_\_
2. Company DBA, if applicable: \_\_\_\_\_
3. City of Miami Beach Address (where incentive will be utilized): \_\_\_\_\_
4. Federal Employer Identification: \_\_\_\_\_
5. Florida sales tax registration number (if applicable): \_\_\_\_\_
6. Industry / Primary Business Activities:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Applicant Status:    Property Owner             Business Owner/Tenant
8. Applicant name and title:  
\_\_\_\_\_
9. Applicant Phone Number: \_\_\_\_\_
10. Applicant Email: \_\_\_\_\_
11. Authorized Representative/Secondary Contact Name and Title (if different from above):  
\_\_\_\_\_
12. Authorized Representative/Secondary Contact:  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_
13. Has the company or any of its officers ever been subjected to criminal or civil fines and penalties?            Yes             No   
If Yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IX. SCOPE OF WORK AND SUPPORTING DOCUMENTS**

1. Building Permit Number for exterior painting
2. Scope of Work description
3. Color photographs of current façade from sidewalk or street (Upload)
4. Conceptual designs (Upload)
5. Proof of fire and extended insurance for property (Upload)

**X. CONFLICT OF INTEREST AND ACKNOWLEDGEMENTS:**

Applicant agrees to adhere to and be governed by all applicable State, County and City conflict of interest laws including, without limitation, State of Florida Code of Ethics for Public Officers and Employees, as set forth in Chapter 112, Florida Statutes, as may be amended from time to time; Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, as set forth in Section 2-11.1 of the Miami-Dade County Code, as may be amended from time to time; and by Section 2-446 et seq. of the City of Miami Beach Code of Ordinances regarding voting and conflicts and disclosures of financial interests, as may be amended from time to time; all of which are incorporated herein by reference as if fully set forth herein; and further acknowledges the following:

1. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the approval of this Program;
2. There are no undisclosed persons or entities interested with the Participant in this Agreement. This Agreement is entered into by Participant without any connection with any other entity or person making a request for funding in the same Program, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (included elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - a. is interested on behalf of or through the Applicant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  - b. is an employee, agent, advisor, or consultant to the Applicant or to the best of the Applicant's knowledge any subcontractor or supplier to the Applicant.
3. Subject to the exceptions and provisions of (c)(2) through (c)(6) of Section 2-11.1 of the Miami Dade County Code, Commissioners, autonomous personnel, quasi-judicial personnel, advisory personnel, department personnel, employees or member of his or her immediate family (all as defined in Section 2-11.1(b) of the Miami-Dade County Code) of the City are prohibited from entering into any contract or transacting any business in which he or she or a member of his or her immediate family has a financial interest, direct or indirect, with the City or any person or agency acting for the City, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable.
4. Subject to the exceptions and provisions of (c)(2) through (c)(6) of Section 2-11.1 of the Miami-Dade County Code, City Commissioners, autonomous personnel, quasi-judicial personnel, advisory personnel, department personnel, employees or a member of the immediate family of the aforesaid is prohibited from entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the aforesaid or any member of his or her immediate family has a controlling financial interest (as defined in Section 2-11.1(b) of the Miami-Dade County Code), direct or indirect, with the City or any person or agency acting for the City, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable.
5. Pursuant to Section 2-446 of the City's Code of Ordinances, it is the policy of the City Commission that no officer or employee of the City, or any of its agencies or subdivisions, and no member of the City Commission, shall have any interest, financial or otherwise, direct or indirect, or engage in any business transaction, or professional activity, or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest.

6. The provisions of this Article XI are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under This Article and those provided by statute, the stricter standard shall apply.

7. In the event Applicant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Applicant shall promptly bring such information to the attention of the City's representative. Applicant shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Applicant receives from the City's representative in regard to remedying the situation.

The Applicant acknowledges that adherence to the Application and Program Guidelines, as incorporated in the Agreement is a requirement for receipt of the incentive. Failure to comply with Program Guidelines may result in the loss of eligibility for receipt of the incentive. Please initial below in acknowledgement of the following.

\_\_\_\_\_ That the Participant holds a valid and active registration with the State of Florida Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)) (if applicable).

\_\_\_\_\_ That compliance with the terms and conditions of the Agreement is a conditional requirement for the receipt of any Art Deco Painting Incentive Program award in a fiscal year and that the Participants' failure to comply with the terms and conditions of the approved Application/Agreement will result in the loss of eligibility for receipt of Program awards and the revocation by the City Commission of the Participant's certification as a City of Miami Beach eligible business.

\_\_\_\_\_ That the disbursements to the Participant will only be made after it has met all commitments as set forth in the Agreement.

\_\_\_\_\_ That the Applicant agrees to adhere to and be governed by all applicable State, County and City conflict of interest laws including, without limitation, Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, as set forth in Section 2-11.1 of the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time.

\_\_\_\_\_ That in the event any incentive payments are determined to be ineligible under the terms of the Agreement, whether as a result of fraud, misrepresentation, or negligence of Participant, Participant shall be required to repay to the City all or a portion of the Incentive payments received by Applicant.

\_\_\_\_\_ That the Agreement will contain the following provisions typically contained in the City's agreements including, without limitation, audit, Public Records Law, No Discrimination, Indemnification, and default.

**XI. APPLICATION AUTHORIZATION**

A signature is required for submission of an application. The Applicant must have legal signing authority to bind the company to contract, i.e. executive officers and owners. The Applicant is duly authorized to execute this document on behalf of the company and its legal owner, as applicable. Through application to the program, the Applicant provides consent to the City to verify the company’s business licensure, lease or property ownership status, and verify personnel records.

The Applicant acknowledges that adherence to the application and Program guidelines is a requirement for receipt of the incentive. Failure to comply with Program guidelines may result in the loss of eligibility for receipt of the incentive.

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

Title: \_\_\_\_\_

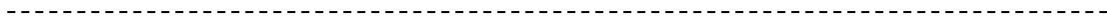
Address: \_\_\_\_\_

\_\_\_\_\_

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

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

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



Internal City Use Only – Economic Development Department

Valid BTR:            YES             NO

Good Standing:    CMB             MDC

Date Received: \_\_\_\_\_

Approval Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Targeted FERC Meeting Date: \_\_\_\_\_

Targeted Commission Meeting Date: \_\_\_\_\_