




CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#18-0473

5-15-18
CR-3
REVISED
CAM and
New EXHIBIT

TO: Honorable Mayor & Members of
the Fort Lauderdale City
Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager 

DATE: May 15, 2018

TITLE: REVISED CR-3 - Resolution Approving the Submittal of a Florida
Cultural Facilities Matching Grant Application for War Memorial
Auditorium Phase II Renovations - \$200,000

Recommendation

It is recommended that the City Commission approve a resolution authorizing the City Manager to submit a matching grant application to the Florida Department of State Division of Cultural Affairs and to execute any required documents associated with the application.

Background

The Cultural Facilities Program coordinates and guides the State of Florida's support and funding of renovation, new construction, or acquisition of cultural facilities. Applicants must provide a two-to-one match for the amount of grant requested. Municipalities must submit an executed copy of an approved resolution by a city commission with the application materials. The resolution must include the dollar amount dedicated and available to the project if the grant is awarded and the date the funds will be available. The submitted resolution must be dated and signed by an authorizing official. Funding, as indicated by the resolution, must be made available within 90 days of the start of the grant award period.

Cultural Facilities projects have a grant period of 23 months. The grant period start date is July 1, 2019 and the grant period **end date** is June 1, 2021 unless an end date extension is approved by the Division.

War Memorial is entering Phase II of project renovations. In its current condition, the venue is locked into the "trade show" model and does not live up to its full potential. Interior renovations will allow the facility to be used for a wider variety of cultural arts events, attract a greater number of tourists auditorium's position as a tourist destination. Funding as requested via this grant will support components of the Phase II renovations including auditorium audience seating, rear projection systems and screening. Staff will submit a grant application in the amount of \$200,000 which must be matched by \$400,000. Total project costs of this submission are \$600,000.

If awarded the grant, grantees must either record a Restrictive Covenant stating the facility will be used as a cultural facility for 10 years after the grant award or provide a Surety Bond according to an amortized schedule. An example of the Restrictive Covenant is attached as Exhibit 3.

If awarded, the City would receive notification of the award in July 2019, as it must be approved by the Florida Legislature. A Commission Agenda Memo would be brought to Commission shortly after for acceptance of the award.

Resource Impact

There is no fiscal impact associated with the grant application. If awarded, the grant will be brought back to the City Commission for execution and appropriation.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Public Places Cylinder of Excellence, specifically advancing:

- Goal 3: Be a community that finds opportunities and leverages partnerships to create unique, inviting, and connected gathering places that highlight our beaches, waterways, urban areas, and parks.
- Objective 3: Integrate arts and cultural elements into public places.
- Goal 4: Be a healthy community with fun and stimulating recreational activities for our neighbors.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Community*.

Attachments

Exhibit 1 – Resolution

Exhibit 2 – Grant Guidelines

Exhibit 3 – Restrictive Covenant Example

Prepared by: Gina Rivera, Parks & Recreation

Department Director: Phil Thornburg, Parks & Recreation

RESTRICTIVE COVENANT

(Grantee owns land and building.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of _____, 20_____, by **Government Entity**, hereinafter referred to as "the Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Grantee is the fee simple title holder of the land and the building(s) to be used as a cultural facility located at **Address** . A legal description of the subject property is attached as Exhibit A and is made a part of this covenant.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of **\$ amount of grant**, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility, as required by Section 265.701(1), Florida Statutes. "Facility" is used herein to refer to the building(s) and associated land that will be used as a "cultural facility," as defined herein.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require that this restrictive covenant be recorded to ensure that the facility will be used as "cultural facility," as defined herein, for at least ten (10) years following execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and in accordance with Section 265.701(4), Florida Statutes, the Parties agree to the following:

- 1.) This restrictive covenant shall run with the title to the facility and the associated land, shall encumber them, and shall be binding upon the Grantee and its successors in interest for (10) ten years following execution of the grant award agreement.
- 2.) The grant award shall only be expended for

Project Title: _____ **(16.9.XXX.XXX)**

3.) For the required duration of this covenant, the Parties agree that the Grantee shall own all improvements made to the facility and the associated land, funded in whole or in part by grant funds.

4.) The Division has the right to inspect the facility at all reasonable times to determine whether the conditions of the grant award agreement and this covenant are being complied with.

5.) The Grantee shall maintain the facility as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

6.) This restrictive covenant will be violated if the Grantee or its successors in interest if the facility ceases to be used as a cultural facility, as defined above, within ten (10) years following the execution of the grant award agreement as required by Section 265.701(4), Florida Statutes. If the Grantee violates this restrictive covenant, it shall repay the grant funds to Division pursuant to the amortization schedule set forth below:

a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;

b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount; c. If the violation occurs more than six (6) but less than seven (7) years following the execution of the grant award agreement, 65% of the grant amount;

d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;

e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount; and

f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.

7.) Any amount due from the Grantee as a result of a violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the parties

8.) If the entire amount due under the provisions of paragraph six (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate, and record it in the public records of the county where the land and cultural facility are located. The Parties further

agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. **Such a judgment, when recorded, shall be considered a valid lien upon Grantee's interest in the facility and the associated land, including all improvements funded in whole or part by grant funds.**

- 9.) As a condition to receipt of grant funds, the Grantee shall:
- a. Record this covenant in the public records with the Clerk of the Circuit Court of _____ County, Florida;
 - b. Pay fees associated with its recording; and
 - c. Provide a certified copy of the recorded covenant to the Division.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee hereby affirms that he/she has read this restrictive covenant, understands and agrees to its terms, and hereby affixes his/her signature accordingly.

PARTIES and WITNESSES:

GRANTEE SIGNATURE

GRANTEE NAME (print)

First Witness Signature

First Witness Name (print)

Second Witness Signature

Second Witness Name (print)

GRANTEE ADDRESS

City

State

Zip

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for _____
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

For the Division of Cultural Affairs:

Sandy Shaughnessy Director

R.A. Gray Building
500 S. Bronough St.
Tallahassee, Florida 32303

First Witness Signature

First Witness Name (print)

Second Witness Signature

Second Witness Name (print)

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for the Florida Department of State,
(Position)

Division of Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

