

Board of County Commissioners Agenda Request

Date of Meeting: December 20, 2016

Date Submitted: November 21, 2016

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Dee Jackson, Grant Writer

Subject: Grant Agreement Document Execution for Stevens High School
Removal of Regulated Asbestos Containing Materials

Statement of Issue:

This agenda item is presented to the Board for execution of the Restrictive Covenant and Small Matching Grant Preservation documents, as well as any grant documents between the State of Florida, Department of State, Florida Division of Historical Resources and the Gadsden County Board of County Commissioners. Gadsden County was awarded \$50,000 for renovation and must be completed by June 30, 2018.

Background:

Grant funds will be used for removal of regulated asbestos containing materials in the roof of Stevens High School; deteriorated wood deck and trim will also be replaced. Professional architectural services are required and will be provided by the County.

Analysis:

In 1929, Dunbar High School, (renamed Stevens High School), which educated African-American students since the 1800s, was rebuilt to contain ten classrooms, a domestic science room, an auditorium and a principal's office. Today, the school remains a place of honor for citizens of the county.

The Gadsden Board of County Commissioners has deemed the building a historic site, and has made designations to keep it functional over the years. The building has a fully-bricked external shell which needs very little rehab. However, of the 17,000 square feet, only 5-6,000 square feet is currently habitable.

Fiscal Impact:

Applicants for projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, may request a waiver for the match amount.

We are not required to provide a match of any form.

Options:

1. Approve the Chairperson to sign the Restrictive Covenant, Small Matching Grant Preservation Agreement and any documents needed for this grant award.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

1. Restrictive Covenant Document
2. Small Matching Grant Preservation Agreement

RESTRICTIVE COVENANTS**Project Name:** _____**Grant Number:** _____

THESE COVENANTS are entered into this ____ day of _____, 20__, by _____, hereinafter referred to as the Owner, and **(Name of Grant Recipient)** hereinafter referred to as the Grant Recipient, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of **(Name of County)** County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at **(Project Address)**, **(Project City Location)**, **(Name of County)** County, Florida, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the Grant Recipient is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of **\$(Grant Award Amount)**, to be used for the restoration and preservation of the property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the property is located,

Now THEREFORE, as part of the consideration for the State grant, the Owner and the Grant Recipient hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner and the Grant Recipient agree to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner and the Grant Recipient agree that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The Owner and the Grant Recipient agree that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
4. The Owner and the Grant Recipient agree that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
5. The Owner and the Grant Recipient agree that these restrictions shall encumber the property for a period of ten years from the date of recordation, and that if the restrictions are violated within the ten year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first five years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first five years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five. For instance, if the violation occurs after the sixth anniversary of the effective date of these covenants, but prior to the seventh anniversary, the Department shall be entitled to return of 80% of the original grant amount.
6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of **(Name of County)** County, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner and Grant Recipient agree that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

WITNESSES:

Witness Signature

OWNER

Witness Name Typed/Printed

Owner's Address

Witness Signature

City State Zip

Witness Name Typed/Printed

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 _____

(Officer)

(Name of Corporation/Partnership)

known to me to be or who 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 _____, 200__.

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

Witness Signature

GRANT RECIPIENT

Witness Name Typed/Printed

Grant Recipient's Address

Witness Signature

City State

Zip

Witness Name Typed/Printed

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 _____
(Officer) (Name of Corporation/Partnership)

known to me to be or who 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 _____, 200__.

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

**Small Matching Grant
PRESERVATION AGREEMENT**
Grant Number: Project #1732

This agreement is made the _____ day of _____, 20____, by _____

_____ (hereafter referred to as the "Owner") and in favor of the Florida Department of State, Division of Historical Resources (hereinafter referred to as the "Division") for the purpose of the preservation of a certain property known as _____

_____ (hereinafter referred to as the Property"),

located at _____, and which is owned in fee-simple by the Owner and has been determined by the Division to be a historic property pursuant to Section 267.021, Florida Statutes.

In consideration of the sum of _____ received in grant-in-aid assistance from the Division, the Owner hereby agrees to the following for a period of five (5) years:

1. The Owner agrees to assume the cost of the continued maintenance and repair of the Property so as to preserve the architectural or historical integrity of the same.
2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Division and that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
3. The Owner agrees that the Division, its agents and designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.
4. This agreement shall be enforceable in specific performance by a court of competent jurisdiction.
5. It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

Owner

Division of Historical Resources

Name of Organization

Dr. Timothy Parsons, Director

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Date

Witnessed of Owner signature
by Notary Public required