

City of Palm Coast, Florida Agenda Item

Agenda Date: October 10, 2023

Department PARKS & RECREATION Division	Amount \$20,000.00 Account # 10016016-082003
Subject: RESOLUTION 2023-XX APPROVING THE CULTURAL ART GRANTS FOR FISCAL YEAR 2023-2024	
Presenter: James Hirst, Director of Parks & Recreation and Katelyn Anderson, Parks & Recreation Staff Assistant II	
Attachments: 1. Presentation 2. Resolution	
Background: Pillar of Priority: Civic Engagement: Build a cooperative and trusting relationship between the City and the Community. The City of Palm Coast has been offering the annual Cultural Arts Financial Assistance Matching Grant program since 2002. The Cultural Arts organizations in the presentation have expressed a desire to receive grant monies from the City of Palm Coast for programs and/or events held in the City of Palm Coast. The City of Palm Coast has supported local organizations by awarding Cultural Arts Grants to eligible applicants for the past twenty-two years. Thirteen applications were accepted for review for Fiscal Year 2023-2024. This year, our team of City employee met on September 8, 2023, in a public meeting with the applicants. The committee reviewed the thirteen applications to make sure they met the qualifications of the grant. Attached is the recommendation for Council to review. The applications are available in the City Clerk's Office.	
Recommended Action: FOR PRESENTATION AND DISCUSSION	



Cultural Arts Grants FY 23-24 Recommendation

James Hirst, Director Parks & Recreation
& Katelyn Anderson, Staff Assistant II

Overview/History

- The City of Palm Coast Cultural Arts Financial Assistance Matching Grant program has been an annual program since 2002.
- We funded Cultural Arts Programs conducted in the City of Palm Coast by County based organization.
- Fiscal Year 2024 approved budget = \$20,000
- General Requirements
 - Tax exempt or 501 (c)(3) organization
 - County Based Organization
 - Program/Event open to the general public and held within the City
 - Recipients must participate in one community event hosted by the City



Open Call for Submissions

The City conducted a public outreach for new and existing programs. Applications were sent to new organizations and previous grant awardees.



<https://www.palmcoast.gov/Newsroom/Home/Details/applications-are-open-for-the-palm-coast-cultural-arts-grant-1>



Review and Evaluation



- Public Meeting Held September 8th - Reviewed FY 2024 Submissions
- Applications reviewed by the Cultural Arts Review Committee:
 - Maeven Rogers
 - Jason DeLorenzo
 - Carrie Todd
 - Alison Palmer
 - Richard Picatagi



Review Criteria

- Event/Program promotes Cultural Arts
- Expenses directly related to program/event
- 10% must be used for marketing
- Event to take place in the City during 2024 Fiscal Year
- Evidence of hotel stays and ticket sales





Recommendation Tier 1

Name of Organization	Amount Requested	Recommended Award
African American Cultural Society	\$5,000.00	\$2,500.00
City Lites	\$5,000.00	\$2,500.00
Flagler Auditorium	\$5,000.00	\$2,500.00
Palm Coast Music Festival	\$5,000.00	\$2,500.00

Total Amount Requested \$20,000

Total Award Amount Recommended \$10,000



Recommendation Tier 2

Name of Organization	Amount Requested	Recommended Award
Choral Arts Society	\$3,000.00	\$1,111.11
City Repertory Theatre	\$3,000.00	\$1,111.11
Community Chorus of Palm Coast	\$3,000.00	\$1,111.11
Education Foundation	\$3,000.00	\$1,111.11
Flagler County Cultural Council	\$3,000.00	\$1,111.11
Flagler Performing Arts Academy	\$3,000.00	\$1,111.11
Palm Coast Methodist Church	\$3,000.00	\$1,111.11
SeaWolf Privateers	\$3,000.00	\$1,111.11
The Garden Club	\$3,000.00	\$1,111.11

Total Amount Requested \$27,000

Total Award Amount Recommended \$9,999.99

Questions?



RESOLUTION 2023-____
CULTURAL ARTS GRANTS
FISCAL YEAR 2023-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE ELIGIBILITY LIST FOR THE CULTURAL ARTS GRANTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT WITH THE APPROVED ORGANIZATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Cultural Arts organizations have expressed a desire to receive grant monies from the City of Palm Coast for programs and/or events held in the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to provide monetary assistance to the Cultural Arts organizations providing quality and innovative programs and/or events to the citizens of City of Palm Coast; and

WHEREAS, Cultural Arts organizations provide a valuable service to the citizens of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL. The City Council of the City of Palm Coast hereby approves the recommendation list for the Cultural Arts Grant, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute agreements between the City of Palm Coast and the approved organizations.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED and ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of October 2023.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit A - Cultural Arts Grants Eligibility List

Cultural Art Grant Applications FY24

	Organization Name	Requesting Amount	Awarded Amount
TIER ONE			
1	African American Cultural Society	\$ 5,000.00	\$ 2,500.00
2	City Lites	\$ 5,000.00	\$ 2,500.00
3	Flagler Auditorium	\$ 5,000.00	\$ 2,500.00
4	Palm Coast Music Festival	\$ 5,000.00	\$ 2,500.00
TOTAL FOR TIER ONE		\$ 20,000.00	\$ 10,000.00
TIER TWO			
1	Choral Art Society	\$ 3,000.00	\$ 1,111.11
2	Community Chorus of Palm Coast	\$ 3,000.00	\$ 1,111.11
3	Education Foundation	\$ 3,000.00	\$ 1,111.11
4	Flagler County Cultural Council	\$ 3,000.00	\$ 1,111.11
5	Flagler Performing Arts Academy	\$ 3,000.00	\$ 1,111.11
6	Palm Coast Methodist Church	\$ 3,000.00	\$ 1,111.11
7	Seawolf Privateers	\$ 3,000.00	\$ 1,111.11
8	The Garden Club	\$ 3,000.00	\$ 1,111.11
9	City Repertory Theatre	\$ 3,000.00	\$ 1,111.11
TOTAL FOR TIER TWO		\$ 27,000.00	\$ 9,999.99
TOTAL			\$ 19,999.99

City of Palm Coast, Florida Agenda Item

Agenda Date: October 10, 2023

Department PARKS & RECREATION Division	Amount Account #
Subject: PRESENTATION - PARKS & RECREATION FEE STRUCTURE BACKGROUND AND FUTURE ANALYSIS DISCUSSION	
Presenter: James Hirst, Director of Parks & Recreation, Brittany McDermott, Deputy Director of Parks & Recreation, and Lauren Johnston, Assistant City Manager	
Attachments: 1. Presentation	
Background: Pillar of Priority: Strong Resilient Economy: Maintaining financial strengths within the City and promote fiscal responsibility to ensure future stability. The Palm Coast Parks & Recreation Department is presenting the need to evaluate its current fee structure. The fees that need to be evaluated are the Community Garden Plot Fees, Palm Coast Aquatics Center Lane Rentals, Palm Coast Arts Foundation Amphitheater Rental, Palm Coast Community Center Cocktail Table & Tablecloth Rentals, Palm Harbor Golf Course Green Fees, and Waterfront Park Patio Rental. This analysis is in line with City Council's pillar of maintaining financial strengths within the City and promote fiscal responsibility to ensure future stability. Reviewing our fees on a regular basis also allows us to balance cost recovery and maintain the level of quality in our programs and facilities that our residents expect and deserve. Analyzing the Parks & Recreation Fee Structure involves a couple steps: <ul style="list-style-type: none">- The first step is to review the current fee structure and determine what changes may need to be made.- The second step is finding comparable organizations to check our fees against. Staff is looking for feedback and direction on the proposed rates for the Parks & Recreation facilities.	
Recommended Action: FOR PRESENTATION AND DISCUSSION	



Parks & Recreation Fee Structure

An Analysis and Recommendations

Background



- Resolution #2023-29
- Identified comparable organizations to check our fees against
- Will be proposing fee recommendations for:
 - Palm Coast Arts Foundation facility
 - Community Gardens
 - Palm Coast Aquatics Center lap lane rental
 - Waterfront Park activity space
 - Palm Coast Community Center table linens and cocktail tables
 - Palm Harbor Golf Course greens fees



Palm Coast Arts Foundation (PCAF) Facility

Overview

- Previously operated by the Palm Coast Arts Foundation
- Change name to The Stage at Town Center
- Features
 - 90'x50' stage with adjoining restrooms
 - Green space in front of stage



The Stage at Town Center

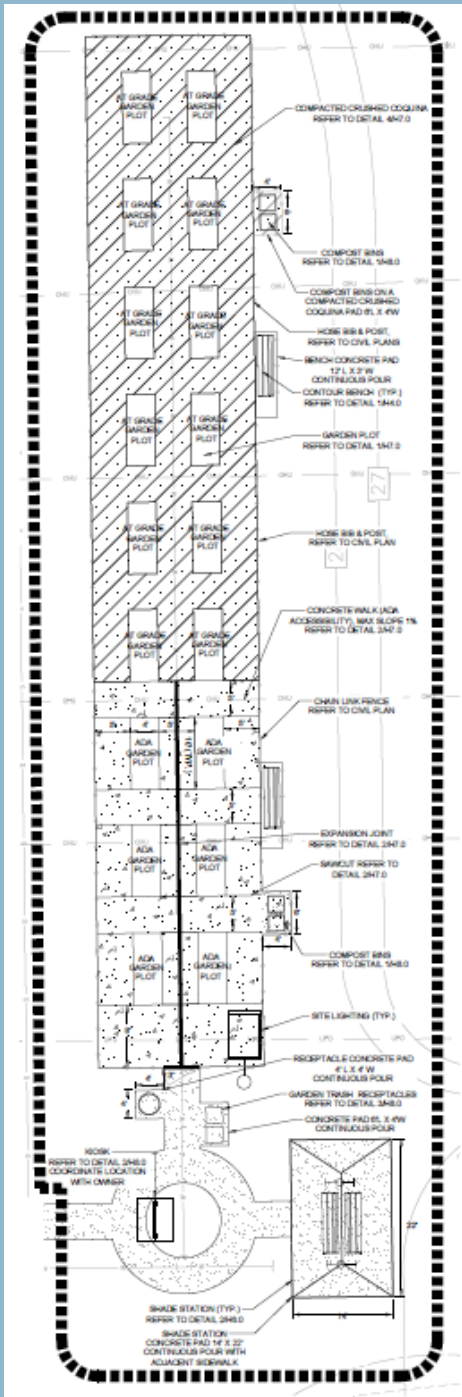
Facility	Rental Rate	Security Deposit
City of Port Orange (Kenneth W. Parker Amphitheater)	\$100 per hour	\$100
City of Ormond Beach (Rockefeller Gardens Park)	Stage: \$588 South Garden: \$440 Center Garden: \$475	\$250
Central Park at Town Center	<u>Amphitheater</u> \$50 daily <u>Entire Park & Amphitheater</u> Non-profit: \$50 daily For-profit: \$250 daily	\$100

Recommended rate: Model Central Park at Town Center (entire park rates)



Community Gardens Overview

- Located at the new Lehigh Trailhead
- 18 garden plots available (4'x10')
 - 12 standard plots
 - 6 ADA plots
- Waiting list started
- Collaborating with UF IFAS extension office and volunteer master gardeners



Community Gardens

Facility	Resident Rate	Non-Resident Rate	Flat Rate
City of Ormond Beach	\$15 for 6 months	\$22.50 for 6 months	-
City of New Smyrna Beach	-	-	\$15 for 6 months
City of Palatka	-	-	\$15 for 6 months or \$20 for 12 months
Recommended rate: \$15 for 6 months			





Palm Coast Aquatics Center

Overview

- 25-yard pool with 8 lanes
- Host a variety of programming for youths and adults
- Provide youth and adult swim lessons
- Lifeguards and swim instructors are all American Red Cross certified
- Need to establish lane rental rate



Palm Coast Aquatics Center

Facility	Rental Rate
Ormond Beach Family YMCA	\$12/lane/hour
Belle Terre Swim and Racquet Club	Entire Pool (May-Sept.) \$50/hour Entire Pool (Oct.-April) \$60/hour
City of Largo Aquatics	\$5/person/workout
Recommended rate: May-Sept: \$10/lane/hour and Oct.-April: \$12/lane/hour	



Waterfront Park

Overview

- Phase A completed in August 2023 and provides public water access
- Name change to Intracoastal Activity Space
- Kayak and Paddleboard rentals available
- Phase B expanded parking



Waterfront Park

Facility	Rental Rate	Security Deposit
Waterfront Park Pavilions	Daily Fee: \$45/day	\$50
James F. Holland Memorial Park Pavilions	Explore Pavilion: \$75/increments Connect Pavilion: \$75/increments Play Pavilion: \$75/increments	\$50
Recommended rate: \$60 daily rate with \$50 security deposit		



Community Center Overview



- Heart of the community
- Programs for all ages from toddlers to seniors
- Private rentals available
- Park serves as the trailhead to St. Joe Walkway



Community Center

Recommended rates:

- Provide add-on rental option of cocktail tables at a rate of \$8/table
- Increase table linen rental from \$8 to \$12/linen due to a change in vendor



Palm Harbor Golf Club

Overview



- Features a full-service practice facility with a driving range, putting green, and chipping green
- 18-hole, par-72 Golf Course
- Hosts men's and women's leagues and high school teams



Palm Harbor Golf Club

Greens Fees (18 Holes) Off Season May 1-Oct. 31	Palm Harbor			Pine Lakes			Cypress Knoll			Grand Reserve		
	Public	FL Res	PC Res	Public	FL Res	PC Res	Public	FL Res	PC Res	Public	Res	PC Res
Morning 7-11am	\$36	\$44	\$48	\$35	\$41	\$46	\$49	\$45	-	\$49	\$49	N/A
Afternoon 11am-2pm	\$33	\$36	\$41	\$36	\$36	\$40	\$49	\$40	-	\$49	\$49	N/A
Twilight After 2pm	\$30	\$33	\$36	\$30	\$33	\$36	\$33	\$33	-	\$42	\$42	N/A
Greens Fees (18 Holes) Peak Season Nov. 1-April 30												
Morning 7-11am	\$53	\$49	\$43	\$54	\$50	\$48	\$46	\$42	-	\$49	\$49	N/A
Afternoon 11am-2pm	\$47	\$43	\$36	\$48	\$44	\$42	\$46	\$42	-	\$49	\$49	N/A
Twilight After 2pm	\$38	\$35	\$31	\$38	\$36	\$34	\$39	\$37	-	\$40	\$40	N/A

Recommended rates: Increase by \$2 on all rates



Palm Harbor Golf Club

Greens Fees (9 Holes) Off Season May 1-Oct. 31	Palm Harbor			Pine Lakes			Cypress Knoll		
	Public	FL Res	PC Res	Public	FL Res	PC Res	Public	FL Res	PC Res
Morning 7-11am	-	-	-	\$27.50	\$25.50	\$24	\$31	\$28	N/A
Afternoon 11am-2pm	\$25	\$23	\$21	\$26	\$24	\$22.50	\$24	\$22	N/A
Twilight After 2pm	\$24	\$20	\$20	\$25	\$23	\$21.50	\$24	\$22	N/A
Greens Fees (9 Holes) Peak Season Nov. 1-April 30									
Morning 7-11am	-	-	-	-	-	-	-	-	-
Afternoon 11am-2pm	\$25	\$23	\$21	\$27	\$25	\$24	\$29	\$26	N/A
Twilight After 2pm	\$25	\$21	\$21	\$24	\$23	\$22	\$24	\$22	N/A
Recommended rates: Increase by \$2 on all rates									





Proposed Change

Add this administrative process to the fee resolution:

- Authorize the City Manager, or designee, to review the Parks & Recreation Fee Schedule each year and administer a Consumer Price Index (“CPI”) adjustment of up to a 3% if the City Manager or designee, determines that increase in fees is necessary based on the cost increase to the City for equipment and services related to facility usage



Questions?

City of Palm Coast, Florida Agenda Item

Agenda Date: October 10, 2023

Department PARKS & RECREATION Division	Amount Account #
Subject: RESOLUTION 2023-XX APPROVING AN AMENDMENT AND PARTIAL RELEASE OF RESTRICTIVE COVENANTS	
Presenter: Lauren Johnston, Assistant City Manager	
Attachments: <ol style="list-style-type: none">1. Presentation2. Resolution3. Amendment	
Background: <p>In 2014, the City approved a lease amendment with the Palm Coast Arts Foundation (PCAF) to allow for construction of an event lawn and performance area on City-owned property within Town Center, which is designated, and deed restricted for a cultural arts facility.</p> <p>PCAF and the City of Palm Coast were required to execute a restrictive covenant to ensure that the property continues to be used for cultural arts for at least 10 years consistent with the goals of the grant program. The covenant concludes in 2026.</p>	
Recommended Action: ADOPT RESOLUTION 2023-XX APPROVING AN AMENDMENT AND PARTIAL RELEASE OF RESTRICTIVE COVENANTS	



Amendment and Partial Release of Restrictive Covenants to The Stage at Town Center

October 10, 2023

Background



- In 2014, the City approved a lease amendment with the Palm Coast Arts Foundation (PCAF) to allow for construction of an event lawn and performance area on City -owned property within Town Center, which is designated and deed restricted for a cultural arts facility.
- PCAF and the City of Palm Coast were required to execute a restrictive covenant to ensure that the property continues to be used for cultural arts for at least 10 years consistent with the goals of the grant program. The covenant concludes in 2026.





Palm Coast Arts Foundation (PCAF) Transition

Grant Requirements

- Parks & Recreation will work with community partners to host events at the stage.
- Parks & Recreation will set a fee structure to allow others to host events at the facility.

United We ART Purpose:

- Create, through United We Art, a mutually beneficial relationship between the City of Palm Coast, the art community and residents.
- Be a voice for the arts in Palm Coast
- Create partnerships with business leaders
- Foster goodwill between the City and artists to aid in artist-driven fundraising efforts benefitting the city through United We Art
- Plan and help develop vibrant art-enriched entertainment venues in Palm Coast with a focus of the arts district in Town Center.





Next Steps

- Approve Resolution 2023-XX Amendment and Partial Release of Restrictive Covenants to the Stage at Town Center
- Parks & Recreation will present a Fee Structure for facility oversight

RESOLUTION 2023-____
AMENDMENT AND PARTIAL RELEASE OF
RESTRICTIVE COVENANTS

A RESOLUTION BY THE CITY COUNCIL OF THE
CITY OF PALM COAST, FLORIDA, AMENDING AND
PARTIALLY RELEASING RESTRICTIVE
COVENANTS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING
AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast is the fee simple title holder of the property located at 1580 Central Avenue, Palm Coast, Florida 32164 (“Property”); and

WHEREAS, on March 19, 2015, the State of Florida, Division of Cultural Affairs (“Division”), the Palm Coast Arts Foundation, Inc. (“Grantee”) and the City of Palm Coast (“Owner”) entered into a Restrictive Covenant (“restrictive Covenants”) to ensure the Property would be used as a “cultural facility” as a condition of the Divisions Cultural Facilities Grant ; and

WHEREAS, the Owner, Grantee, and Division desire to amend the Restrictive Covenants to release the Grantee from its obligations under the Restrictive Covenants and for the Owner to assume the obligations of the Grantee as described in Exhibit A – Amendment and Partial Release of Restrictive Covenants.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF AMENDMENT AND PARTIAL RELEASE OF COVENANTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Amendment and Partial Release of Restrictive Covenants as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution, including execution of the Amendment and Partial Release of Restrictive Covenants.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of October 2023.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachments: Exhibit A - Amendment and Partial Release of Restrictive Covenants

AMENDMENT AND PARTIAL RELEASE OF RESTRICTIVE COVENANTS

THIS AMENDMENT AND PARTIAL RELEASE OF RESTRICTIVE COVENANTS is entered into this ___ day of _____ 2023, by City of Palm Coast, hereinafter referred to as the "Owner;" the State of Florida, Department of State, Division of Arts and Culture, hereinafter referred to as the "Department," and the Palm Coast Arts Foundation, Inc.

WHEREAS the Owner is the fee simple title holder of the underlying land located at 1580 Central Ave., Palm Coast, Florida 32164.

WHEREAS the parties hereto have previously entered into Restrictive Covenants, which are attached as Exhibits A, B, and C, and are made a part of this covenant.

WHEREAS the parties hereto agree to the following Amendment and Partial Release of Restrictive Covenants:

1. The Palm Coast Arts Foundation, Inc., is released from its obligations under the Restrictive Covenants attached as Exhibits A, B, and C.

2. Any reference to "Grantee" in the Restrictive Covenants attached as Exhibits A, B, and C shall be deemed to refer to the Owner.

3. The Owner shall assume all obligations of the Grantee as described in the Restrictive Covenants attached as Exhibits A, B, and C.

4. The Owner shall:

- a. Record this Amendment and Partial Release of Restrictive Covenants in the public records with the Clerk of the Circuit Court of Flagler County, Florida.
- b. Pay all fees associated with its recording; and
- c. Provide a certified copy of the recorded Amendment and Partial Release of Restrictive Covenants to the Division and to the Owner.

IN WITNESS WHEREOF, the Palm Coast Arts Foundation, Inc., the City of Palm Coast, and the State of Florida, Department of State, Division of Arts and Culture, hereby affirm that they have read this Amendment and Partial Release of Restrictive Covenants; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES:

PARTIES:

First Witness Signature

Palm Coast Arts Foundation, Inc. Signature

First Witness Name (print)

Palm Coast Arts Foundation, Inc. Name (print)

Second Witness Signature

Palm Coast Arts Foundation, Inc. Address

Second Witness Name (print)

City State Zip

STATE OF FLORIDA

COUNTY OF _____

The foregoing Public Records Exemption Request was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of

_____, 20_____, by

_____, who is:

_____ personally known to me OR

_____ produced the following identification: _____

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public



First Witness Signature

City of Palm Coast Signature

First Witness Name (print)

City of Palm Coast Name (print)

Second Witness Signature

City of Palm Coast Address

Witness Name (print)

City State Zip

STATE OF FLORIDA

COUNTY OF _____

The foregoing Public Records Exemption Request was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of

_____, 20_____, by

_____, who is:

_____ personally known to me OR

_____ produced the following identification: _____

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

For the State of Florida, Department of State, Division of Arts and Culture:

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

Sandy Shaughnessy, Director



First Witness Signature

First Witness Name (Print)

Second Witness Signature

Second Witness Name (Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing Public Records Exemption Request was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of

_____, 20_____, by

_____, who is:

_____ personally known to me OR

_____ produced the following identification: _____

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

RESTRICTIVE COVENANT

(Grantee leases land and building from City.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of March 19, 2015, by **City of Palm Coast, Florida**, hereinafter referred to as the "Owner"; **Palm Coast Arts Foundation, Inc.**, 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 Owner is the fee simple title holder of the building(s) and the underlying land located at **1580 Central Ave, Palm Coast Florida 32164**. A legal description of the subject property is attached as Exhibit A and made a part of this covenant.

WHEREAS, the Grantee leases the building(s) and underlying land from the Owner from **City of Palm Coast, Florida**. "Facility" is used herein to refer to the building(s) and the associated land that will be used as a "cultural facility," as defined herein.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of **\$ 150,000**, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility in accordance with Section 265.701(1), Florida Statutes.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require the recordation of this restrictive covenant to ensure that the facility will be used as "cultural facility," as defined herein, for at least (10) ten years following the 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 hereby agree to the following:

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

Project Title: Palm Coast Art Foundation Event Center

- 3.) The Parties agree that for the required duration of this covenant, all improvements to the facility and the associated land, funded in whole or part by grant funds shall be owned by the Owner.
- 4.) The Division has the right to inspect the facility and the associated land at all reasonable times to determine whether the conditions of the grant award agreement and this covenant are being complied with.
- 5.) The facility shall be maintained 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, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folks arts, photography, crafts, media arts, and historical and science museums.

6.) This restrictive covenant will be violated if the Grantee, the Owner, or their successors in interest do not use or cease to use the facility as a cultural facility, as defined herein, and as required by Section 265.701(4), F.S., within ten (10) years following the execution of the grant award agreement. 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 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.) The amount due as a result of Grantee's 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 paragraph (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. 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 or the Land Owner to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. The Division shall have the right to enforce the stipulated judgment by resorting to any legal or equitable available remedy including an action for specific performance.

9.) As a condition to receipt of the grant funds, the Grantee shall:

- a. Record this covenant in the public records with the Clerk of the Circuit Court of **Flagler** County, Florida;
- b. Pay all fees associated with its recording; and
- c. Provide a certified copy of the recorded covenant to the Division and to the Owner.

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

IN WITNESS WHEREOF, the Grantee and the Owner hereby affirm that they have read this restrictive covenant; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES:

PARTIES:

Jennifer S Mills
First Witness Signature
JSM

Shirlyn PerKovich
GRANTEE SIGNATURE
Palm Coast Arts Foundation

Jennifer S. Mills
First Witness Name (print)

Shirlyn PerKovich
GRANTEE NAME (print)

Tara L Marks
Second Witness Signature

210 Old Kings Rd Suite 900, Flagler Beach
GRANTEE ADDRESS FL. 32136

Tara L Marks
Second Witness Name (print)

Flagler Beach FL 32136
City State Zip

The State of Florida County of Flagler

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

Shirlyn PerKovich personally
(Name)

appeared as President for The Palm Coast Arts Foundation
(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 Drivers License

Executed and sealed by me at 2:04 pm, Florida on March 19, 2015



Jennifer S Mills
Notary Public in and for
The State of Florida

My commission expires: _____

[SEAL]

Heudhe Gauditi
First Witness Signature

[Signature]
OWNER SIGNATURE

Hendra L. Tannetti
First Witness Name (print)

Jon Netts, Mayor
OWNER NAME (print)

Barbara Redline
Second Witness Signature

City of Palm Coast
140 Cypress Point Pkwy, Ste B106
OWNER ADDRESS

BARBARA REDLINE
Witness Name (print)

Palm Coast City FL State 32164 Zip

The State of Florida County of Flagler

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

Jon Netts personally
(Name)

appeared as Mayor for City of Palm Coast
(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 10:50 am, Palm Coast Florida on 3-19-15



[SEAL]

VIRGINIA A. SMITH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE150639
Expires 1/28/2016

Notary Public in and for Virginia A. Smith
The State of _____
My commission expires: _____

For the Division of Cultural Affairs:

[Signature]
Name Title

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

[Signature]
First Witness Signature

Elsie J. Rogers
First Witness Name (print)

[Signature]
Second Witness Signature

Curtis Young
Second Witness Name (print)

The State of Florida
County of Leon

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

Sandy Shaughnessy personally
(Name)

appeared as Director 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.

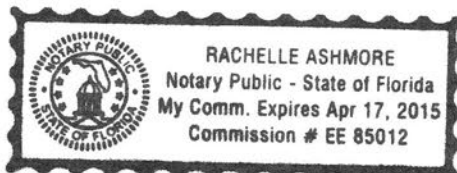
Type of Identification Produced personally known

Executed and sealed by me at Tallahassee, Florida on 3/24/15

[Signature]

Notary Public in and for
The State of Florida
My commission expires: 9/17/15

[SEAL]



RESTRICTIVE COVENANT

(Grantee owns building, leases land.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of _____, 20____, by **City of Palm Coast**, hereinafter referred to as "the Land Owner"; **Palm Coast Arts Foundation, Inc.**, hereinafter referred to as "the Grantee"; and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

DIVISION OF CULTURAL AFFAIRS
RECEIVED
2016 APR 01 10 55 AM

WHEREAS, the Land Owner is the fee simple title holder of the land located at **1550 CENTRAL AVE I, Palm Coast, Florida 32164**. A legal description of the subject property is attached as Exhibit A and is made a part of this covenant.

WHEREAS, the Grantee is the lessee of the land **for 20 years as of July 1, 2015**, but owns or will own the building(s) used or to be used as a cultural facility. "Facility" refers herein to the building(s) and associated land to be used as the "cultural facility," as defined herein.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of **\$100,000**, 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.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require the recordation of this restrictive covenant 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, the Land Owner, and their successors in interest for the period of (10) ten years following execution of the grant award agreement.
- 2.) The grant award shall only be expended for: **Project Title: Palm Coast Arts Foundation Phase II Amphitheater (16.9.300.588)**

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

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

5.) The facility shall be maintained 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, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folks arts, photography, crafts, media arts, and historical and science museums."

6.) This restrictive covenant will be violated if the Grantee, the Land Owner, or their successors in interest do not use or cease to use the facility as a cultural facility, as defined herein, within ten (10) years following 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 the 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 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 paragraph (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 property is 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 or the Land Owner to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. Such a stipulated judgment, when recorded, shall be considered a valid lien upon the Grantee's interest in the facility and the leased land, including improvements to the facility and the land, funded in whole or in 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 Flagler County, Florida;
 - b. Pay all fees associated with its recording; and
 - c. Provide certified copy of the recorded covenant to the Division and to the Land Owner.
- 10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee and the Land Owner hereby affirm that they have read this restrictive covenant; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES:

PARTIES:

Shirlyn A Perkovich
GRANTEE SIGNATURE

Shirlyn A. Perkovich
GRANTEE NAME (print)

Kristi Webb
First Witness Signature

Kristin Matthews
First Witness Name (print)

Nancy Crouch
Second Witness Signature

NANCY CROUCH
Second Witness Name (print)

210 Old Kings Rd S Suite 900
GRANTEE ADDRESS

Flagler Beach, FL 32136
City State Zip

The State of Florida
County of Flagler

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

Shirlyn A. Perkovich personally
(Name)

appeared as President for Palm Coast Arts Foundation
(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 Drivers License

Executed and sealed by me at Flagler County, Florida
on 2/22/2016.



Notary Public in and for
The State of Florida
My commission expires: 12.22.19

Type of Identification Produced _____

Executed and sealed by me at _____, Florida
on _____.

Notary Public in and for
The State of _____
My commission expires: _____

[SEAL]

[Signature]
LAND OWNER SIGNATURE
(Print) Jon Netts, Mayor

City of Palm Coast
LAND OWNER NAME

Virginia A Smith
First Witness Signature
(print)

Virginia A Smith
First Witness Name

Cynthia M Lane
Second Witness Signature

Cynthia M Lane
Second Witness Name (print)

160 Lake Ave
LAND OWNER ADDRESS

Palm Coast FL 32164
City State Zip

The State of Florida
County of Flagler

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

Jon Netts personally
(Name)

appeared as Mayor for City of Palm Coast
(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 N/A

Executed and sealed by me at Palm Coast, Florida on March 17, 2016

Barbara Redline
Notary Public in and for



[SEAL]

The State of Florida

My commission expires: March 11, 2019

For the Division of Cultural Affairs:

Sandy Shaughnessy Division Director

R.A. Gray Building
500 S. Bronough Street
Tallahassee, Florida 32399

Elsie Rogers
First Witness Signature

Elsie J. Rogers
First Witness Name (Print)

Patricia Warren
Second Witness Signature

PATRICIA WARREN
Second Witness Name (print)

The State of Florida County of Leon

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

Sandy Shaughnessy personally
(Name)

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

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 personally known

Executed and sealed by me at Tallahassee, Florida on 3/21/16

Rachelle Ashmore

Notary Public in and for

The State of Florida

My commission expires: 5/5/19

[SEAL]



17.9.300.577

Inst No: 2016032294 10/4/2016 9:32 AM
BK:2161 PG:70 PAGES:5
RECORDED IN THE RECORDS OF
Gail Wadsworth Clerk of the Circuit Court & Comptroller
Flagler FL

RESTRICTIVE COVENANT

(Grantee leases land from Govt. Entity.)

THIS RESTRICTIVE COVENANT is hereby entered into this 20th day of Sept, 2016, by **City of Palm Coast**, hereinafter referred to as the "Owner"; **Palm Coast Arts Foundation, Inc.**, hereinafter referred to as the "Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

1580 Central Ave., Palm Coast FL, 32164

WHEREAS, the Owner is the fee simple title holder the underlying land located at ~~Town Center, Palm Coast, FL 32135, Flagler County~~. A legal description of the subject property is attached as Exhibit A and made a part of this covenant.

WHEREAS, the Grantee leases the underlying land from the Owner from **November 12, 2014 to November 11, 2034**. "Facility" is used herein to refer to the building(s) and the associated land that will be used as a "cultural facility," as defined herein.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of **\$150,000**, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility in accordance with Section 265.701(1), Florida Statutes.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require the recordation of this restrictive covenant to ensure that the facility will be used as "cultural facility," as defined herein, for at least (10) ten years following the 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 hereby agree to the following:

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

Project Title: Phase I – Cultural, Educational and Arts Pavilion (17.9.300.577)

3.) The Parties agree that for the required duration of this covenant, all improvements to the facility and the associated land, funded in whole or part by grant funds shall be owned by the Owner.

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

5.) The facility shall be maintained 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, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folks arts, photography, crafts, media arts, and historical and science museums.

17-9-300.577

6.) This restrictive covenant will be violated if the Grantee, the Owner, or their successors in interest do not use or cease to use the facility as a cultural facility, as defined herein, and as required by Section 265.701(4), F.S., within ten (10) years following the execution of the grant award agreement. 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 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.) The amount due as a result of Grantee's 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 paragraph (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 facility is 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. The Division shall have the right to enforce the stipulated judgment by resorting to any legal or equitable available remedy including an action for specific performance.

9.) As a condition to receipt of the grant funds, the Grantee shall:

- a. Record this covenant in the public records with the Clerk of the Circuit Court of **Flagler** County, Florida;
- b. Pay all fees associated with its recording; and
- c. Provide a certified copy of the recorded covenant to the Division and to the Owner.

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

7.9.300.577

IN WITNESS WHEREOF, the Grantee and the Owner hereby affirm that they have read this restrictive covenant; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES:

PARTIES:

Nancy Crouch
First Witness Signature

Shirlyn A. Perkovich
GRANTEE SIGNATURE

NANCY CROUCH
First Witness Name (print)

Shirlyn A. Perkovich
GRANTEE NAME (print)

Kurt [Signature]
Second Witness Signature

1580 Central Avenue
GRANTEE ADDRESS

Kristin Matthews
Second Witness Name (print)

Palm Coast FL 32164
City State Zip

The State of Florida County of Flagler

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

Shirlyn A. Perkovich 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 Flagler County, Florida on 9/8/16



Notary Public in and for
The State of Florida

My commission expires: June 19, 2019

[SEAL]

17.9.300.57,

Robert Schattler

First Witness Signature

[Signature]

OWNER SIGNATURE

Mayor
City of Palm Coast

Robert Schattler

First Witness Name (print)

City of Palm Coast

OWNER NAME (print)

Wendy Cullen

Second Witness Signature

160 Lake Ave

OWNER ADDRESS

Wendy Cullen

Witness Name (print)

Palm Coast

City

FL

State

32164

Zip

The State of Florida County of Flagler

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

Jon Netts

(Name)

personally

appeared as Mayor

(Position)

for City of Palm Coast

(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.

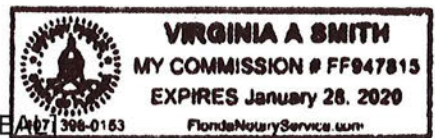
Type of Identification Produced _____

Executed and sealed by me at 2:40pm, Florida on 9-20-16

Notary Public in and for

The State of _____

My commission expires: _____



[SEAL]

Virginia A Smith