

Help and Reference for Cultural Facilities Grants

Florida Department of State, Division of Cultural Affairs Florida Council on Arts and Culture

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Reference

About this Document

This document contains reference information and examples that supplement the Cultural Facilities guidelines and application.

Historical Significance

Facilities that are 50 years old or more may have historical significance that must be preserved. If your facility meets the criteria, the Bureau of Historic Preservation (BHP) must approve your project plans before submission of your application. The BHP determination letter stating that the proposed project will have NO adverse effects to the building's historical significance must be uploaded as an attachment at the time of submission.

Contact the Division of Historical Resources, Bureau of Historic Preservation Compliance and Review at 850.245.6333 to request a review.

Requirements for Leased Property

If the facility to be renovated is leased, the **owner** must be:

- A not-for-profit, tax-exempt Florida corporation
- A public entity governed by either a municipality or county, or
- The State of Florida

There must be at least 10 years remaining on the lease as of July 1 of the award year.

Proposal Budget Terms

Columns

Both income and expenses will have the same categories with one exception.

- **Category**: a general description of the type of expense or income. Choose the category that best fits from the list of <u>expense categories</u> or <u>income categories</u>.
- Detail/Description: a description of the specific expense or income line item
- **State:** is the amount of money you are requesting from State funds towards the specific expense. This category will only appear in expenses.
- Cash Match: is the amount of cash on hand and irrevocable pledges.

 In-Kind Match is the fair market value of non-cash contributions of goods or professional services applied to a specific expense or donated. In-kind must directly benefit and be specifically identifiable to the project. You must provide receipts or other signed statements as documentation.

Volunteer hours may not be used as in-kind unless they are providing professional services. For example, a plumber or carpenter may provide in-kind as a skilled trade professional, but not as a general volunteer for the organization.

Expense Categories

- Land acquisition: expenses paid by the applicant for purchase of the land involved in the project or the documented in-kind value. In-kind value must be according to a certified property appraiser. The acquisition date may not be prior to the beginning of the grant period.
- **Building acquisition:** expenses paid by the applicant for purchase of the building involved in the project or documented in-kind value. In-kind value must be according to a certified property appraiser. The acquisition date may not be prior to the beginning of the grant period.
- Architectural Services: expenses (or documented in-kind) for total services involved with the project. These may include design work, schematics, design development, bidding and negotiation, consultant services and contract administration by the architect.
- **General Requirements:** May include the following contractor services: field engineering, shop drawings, allowances, construction photographs, quality control, LEED requirements, temporary facilities, construction waste management and contract closeout.
- Site Construction: May include building demolition, site clearing, sewerage and drainage, excavation support and protection, underground ducts and utility structures, termite control, construction of piles or piers, sub-drainage, pavements, irrigation systems, earthwork and landscaping (Landscaping costs are match only).
- **Concrete:** May include cast-in-place concrete, architectural cast-in-place concrete form-work, structural precast concrete and special concrete toppings and finishes.
- **Masonry:** May include unit masonry; stone masonry veneer, restoration, and cleaning; and glass masonry assemblies.
- **Metals:** May include structural steel, metal fabrication, steel joists and decks, metal framing, metal stairs, pipe and tube railings, gratings, ornamental metalwork and architectural point systems.
- Wood and Plastic: May include rough carpentry, finish carpentry, interior and exterior architectural woodwork, wood decking, sheathing, panel work and plastic fabrications.
- **Thermal and Moisture Protection:** May include waterproofing or repellents, fireproofing or fire-resistive materials, shingles and roofing, siding and sealants.

- **Doors and windows:** May include steel, wood, glass and aluminum doors; frames; automatic or revolving doors; steel, wood, glass, vinyl and aluminum windows; unit skylights, decorative or mirrored glass; and door and window hardware and glazing.
- **Finishes:** May include plaster; sheathing; ceramic tile; wood, stone or brick flooring; carpet; painting; and wall coverings. Acoustical treatments such as panel or tile ceilings will apply only to theatres, performing art centers, auditoriums or science centers.
- **Specialties:** May include louvers and vents, signs, lockers, metal storage shelving and partitions and permanently affixed storage units.
- **Equipment:** May include items such as theatre and stage equipment (i.e., fly systems, lighting instruments, stage drapery and projector screens).

Note: Do not include expenses for office equipment in the state column. Match funds that are spent on these items must be directly related to the project (see <u>Furniture and</u> <u>Equipment</u>).

- **Furnishings:** Note: Do not include expenses for furniture in the state column. Match funds that are spent on furniture must be directly related to the project (see <u>Furniture</u> <u>and Equipment</u>).
- **Special Construction:** May include X-ray protection and metal building systems.
- **Conveying Systems:** May include elevators, escalators, moving walkways, wheelchair lifts and vertical conveyors.
- **Mechanical:** May include pumps, motors, sprinkler systems, plumbing fixtures, water heaters, HVAC pumps and controls, boilers, furnaces, liquid coolers and evaporators, air-conditioning units, humidifiers, fans, metal ductwork and air filters.
- **Electrical:** May include wires and cables, transformers and switchgear, panel boards, fuses, disconnect switches and circuit breakers, interior and exterior lighting (including theatrical lighting), fire alarm systems, public address systems and lighting control equipment.
- **Contingency:** An amount of money that can be used to pay for problems that might occur (must be in addition to required match).

Income Categories

- **Private Support:** Donations by individuals and non-corporate, non-government parties. Includes foundation grants awarded for this project (or a proportionate share of such grants allocated to this project), cash donations and the fair market value of donated goods or services (in-kind).
- **Corporate Support:** Contributions to this project by businesses, corporations, and corporate foundations, or a proportionate share of such contributions allocated to this project.
- Local Government Support: Contributions for this project by city, county or other local government agencies, or a proportionate share of such grants or appropriations

allocated to this project. Includes in-kind and cash derived from grants and appropriations.

Note: If the applicant is a city, county, or other local government agency, then their cash support should be shown under Applicant Cash and explained in the Budget Detail.

- Federal Government Support: Support for this project by agencies of the federal government, or a proportionate share of such grants or appropriations allocated to this project. Includes in-kind and cash derived from grants and appropriations.
- **Applicant Cash:** For the proposal budget, these are temporarily restricted funds and irrevocable pledges the applicant will dedicate to the project. Applicant cash must be documented with copies of financial statements from financial institutions, copies of grants and signed irrevocable pledges.

Matching Funds

Matching funds (match) are the funds you will use to match the request amount. There are three types of match.

- **Cash-on-hand** (Liquid Assets): Must be at least 25% of Total Match and clearly identified as restricted to this project. Cash-on-hand may exceed 25% of the total match, but may never be less than 25% of the total match.
- **Irrevocable Pledges**: Must be auditable and received by the Grantee by the end of the grant period. No more than 75% of the match may be irrevocable pledges.
- **Documented In-Kind**: In-kind contributions must be itemized at the time of application. In-Kind Contributions by the applicant are **not eligible** for match. No more than 25% of the match may be in-kind contributions.

See guidelines for documentation requirements.

Match Summary Charts

Example 1: Singwell Opera (2:1 match)

The Singwell Opera Company is requesting funding from the State of Florida to build a new performance hall. The project will cost \$1.5 million. The Company is submitting a request for \$500,000. They will match the request with \$1 million in the following manner:

Item	% of Total Match
\$250,000 cash in the bank and restricted to the project	25%
\$500,000 documented irrevocable pledges .	50%
\$250,000 documented in-kind contributions	25%

Example 2: Goodview Art Museum (2:1 match)

The Goodview Art Museum is adding a new wing to its building. This project will cost \$300,000. The Museum is requesting \$100,000 from the State. The local match of \$200,000 will be comprised of the following:

Item	% of Total Match
\$75,000 cash in the bank and restricted to the project	37.5%
\$115,000 documented irrevocable pledges .	57.5%
\$10,000 documented in-kind contributions	5%

Example 3: City of Greenlawns (2:1 match)

The City of Greenlawns is requesting funding from the State of Florida to renovate a small house and establish a museum on property that is owned by the City. The project will cost \$300,000. The City is requesting \$100,000 from the State and will provide a \$200,000 match according to the following:

Item	% of Total Match
\$175,000 from the City.	87.5%
The City Commission passed a resolution (Cash-on-Hand) committing	
\$175,000 to the project and making the funds available upon approval of the	
state grant. A copy of the approved resolution is submitted with the	
application.	
\$25,000 irrevocable pledge from the Writewell book publishing company.	12.5%
The irrevocable pledge will be paid to the City on June 1, of the award year.	

Example 4: Pirouette Dance Company (1:1 match)

The Pirouette Dance Company is a small not-for-profit organization. Their most recent audit showed Total Support and Revenue of \$130,000. The Company is requesting \$16,000 from the State of Florida to renovate a small dance studio. They anticipate that this project will cost \$32,000. They are eligible for 1:1 match because their Total Support and Revenue is less than \$1,000,000. The local match of \$16,000 will be comprised of the following:

Item	% of Total Match
\$4,000 cash in the bank and dedicated to the project	25%
\$8,080 documented irrevocable pledges	50.5%
\$3,920 documented in-kind contributions.	24.5%

Changes in Operation

Changes in Operation Income	Award Year	Facility Completed	1 Yr After Completion
Ticket Sales	\$75,000	\$160,000	\$170,000
Grants	\$20,000	\$50,000	\$50,000
Total Revenue	\$95,000	\$210,000	\$220,000
Changes in Operation Expenses	Award Year	Facility Completed	1 Yr After Completion
Administration	\$70,000	\$110,000	\$115,000
Artistic Personnel	\$30,000	\$54,000	\$58,000
Utilities	\$8,000	\$15,000	\$18,000
Total Expenses	\$108,000	\$179,000	\$191,000

An example changes in operating chart demonstrating how your operating budget will change after the project is completed.

Environmentally Friendly/Sustainable Design

The integration of energy efficiency and renewable resources in Florida's cultural facilities will not only foster global well-being, but will also support recognition of art as a motivator for social change. Cultural facilities that renovate or build with sustainable initiatives help to enhance a community's educational awareness of the importance of enduring environmental practices.

Good energy management is a good business practice. Additionally, savings created through energy efficiency can be reallocated directly into an arts and cultural organization's programming agenda.

These are some of the key concepts of environmentally friendly / sustainable design:

- Sustainable green building design elements focus on increasing the efficiency of resources used while reducing the building's impact on human health and the environment.
- LEED (Leadership in Energy and Environmental Design) is the predominant framework for implementing sustainable design in commercial and institutional buildings in North America.
- If you are already LEED certified (not required but encouraged) the Florida Council on Arts and Culture (FCAC) will want to know.
- The United States Environmental Protection Agency's EPA Energy Star program promotes protecting the environment through energy efficiency. The EPA reminds us that "Green isn't green without energy efficiency. Energy efficiency is the single largest way for a building to reduce its carbon footprint."

- The EPA also reminds us that "For assurance that a building is both energy efficient and environmentally sustainable, look for Energy Star AND green building certification together."
- The Florida Green Building Coalition's checklist FGBC Green Commercial Building Designation Standard Checklist specifies measures that can be taken during construction which incorporate sustainable initiatives. These green standards incorporate and expand Florida's building codes and include green commercial building construction standards. These standards include:
 - Energy:
 - Conservation and efficiency
 - Inclusion of renewable technologies/green power
 - Ozone depletion measures
 - Utilization of measurement/verification approaches
 - Water:
 - Conservation via wastewater technologies and usage reduction
 - Water efficient irrigation techniques
 - Drought tolerant landscaping/<u>xeriscaping</u>
 - Waste-water reduction usage
 - o Site:
 - Site selection (reuse of buildings in urban areas, green field protection, preservation of habitats, Brownfield redevelopment)
 - Storm water management: erosion, sedimentation control
 - Heat Island Mitigation (green roofs, cool roofs)
 - Light pollution reduction (photo-pollution, luminous pollution)
 - Proximity to alternative transportation
 - \circ $\,$ Health factors:
 - Increased ventilation effectiveness and monitoring of health hazards
 - CO2 monitoring
 - low emitting materials usage (adhesives, sealants, paints, carpet, wood, insulation).

For additional information on sustainable design, please consult the following resources:

- <u>www.usgbc.org/leed</u>
- www.energystar.gov/buildings
- <u>www.floridagreenbuilding.org</u>

Optional Support Materials

Support Material could include supplemental budgets, expanded budgets, surveys, interview transcripts or recordings, flyers, brochures, newspaper articles, plans for Sustainable Design, etc.

Restrictive Covenant Provisions and Amortization Schedule

If the Grantee chooses to record a Restrictive Covenant, the Grantee, and the property owner(s) (if the land or buildings or both are leased by the grantee), shall execute and file a Restrictive Covenant with the Clerk of the Circuit Court in the county where the property is located, prior to receiving any funds.

The restrictive covenant shall include the following provisions:

- That the restrictive covenant shall run with title to the building(s) and the associated land and improvements funded by the grant, shall encumber them, and shall be binding upon the Grantee (and the owner(s), if different person(s), and the successors in interest, for (10) ten years from the Grant Award.
- 2. The owner(s) of the improvements made to the building(s) and associated land, funded in whole or in part by grant funds, must also execute the restrictive covenant.
- 3. The Grantee (and owners, if different persons) shall permit the Division to inspect the Cultural Facility and associated land at all reasonable times to determine whether the Grantee is in compliance with the Grant Award Agreement and the Restrictive Covenant.
- 4. The Grantee must maintain the building(s) as a "Cultural Facility."
- 5. Other provisions as agreed upon by the Division and the Grantee.

The Restrictive Covenant shall also contain the following amortization schedule for repayment of grant funds, should the Grantee or owners or their successors in interest violate the Restrictive Covenant.

- 1. If the violation occurs within five (5) years following the Grant Award, 100% of the grant amount;
- 2. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 80% of the grant amount;
- 3. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 65% of the grant amount;
- 4. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 50% of the grant amount;
- 5. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 35% of the grant amount; and
- 6. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

Surety Bond for Cultural Facilities Grant

Any Grantee entering into a Grant Award Agreement with the Division for the acquisition, renovation, or construction of a Cultural Facility that chooses not to record a Restrictive

Covenant must purchase a 10-year Surety Bond. A certified copy of the Bond Agreement must be provided to the Division prior to receiving any funds.

The Bond Agreement must:

- Provide that the facility described in Attachment A: Scope of Work, incorporated by reference in the Grant Award Agreement, will be used as a "<u>Cultural Facility</u>" for (10) ten years following the Grant Award;
- 2. Be purchased from a surety insurer authorized to do business in the State of Florida as a Surety;
- 3. Provide that there will be a violation of the Bond Agreement if the facility ceases to be used as a "Cultural Facility" as required by Section 265.701(4), F.S., within 10 years following the Grant Award, and that the surety insurer must immediately repay funds to the Division, pursuant to the following amortization schedule:
 - 1. If the violation occurs within three (3) years following the Grant Award, 100% of the grant amount;
 - 2. If the violation occurs more than three (3) but less than four (4) years following the Grant Award, 80% of the grant amount;
 - 3. If the violation occurs more than four (4) but less than five (5) years following the Grant Award, 70% of the grant amount;
 - 4. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 60% of the grant amount;
 - 5. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 50% of the grant amount;
 - 6. If the violation occurs more than seven (7) but less than eight (8) years following the execution of the Grant Award Agreement, 40% of the grant amount;
 - 7. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 30% of the grant amount;
 - 8. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

Glossary

Applicant - Means a county, municipality, or a qualified corporation that is purchasing a building or land, owns or has the unrestricted use of the building to be renovated, expanded, or constructed, and the property on which it is located.

Bond - Means is purchased by the Grantee from an insurer authorized to do business in Florida as a surety and is memorialized as a contract. The bond must be purchased prior to the release of grant funds and guarantee that the facility, described in the Grant Award Agreement be used

as a Cultural Facility for ten (10) years following the execution date of the Grant Award Agreement. In the event of violation, the surety must reimburse the Division's grant funds pursuant to the amortization schedule in <u>Surety Bond for Cultural Facilities Grant</u>.

Budget - Means the organization's projected revenue and expenditures for the project for which grant funds are requested.

Cash Match - Means Cash-on-Hand and Irrevocable Pledges.

Cash-on-Hand - Means restricted Liquid Assets dedicated to the project.

Confirmed Matching Funds - Means resources presently available to designate to this proposal (including cash the applicant has on hand, irrevocable pledges, in-kind services, donated services, materials, and other donated assets). Match is considered confirmed by providing copies of most recent bank statements indicating restricted use for the project, signed and dated irrevocable pledges and certified documents for in-kind contributions indicating professional expertise and market cost at time of application.

Cultural Facility - Means a building where the programming, production, presentation, exhibition of any of the arts and cultural disciplines defined in s. 265.283(7), F.S. are carried out. These disciplines are music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, and programs of museums.

Encumber - Means to execute a contract with an architect or contractor for the expenditure of all State dollars and required match.

Expenditure Date - Means the date by which all state and match dollars must be spent or paid out and is referenced in the grant award agreement.

Florida Single Audit Act - Requires an audit of an entity's financial statements and state financial assistance, if \$750,000 or more in state financial assistance is expended during the entity's fiscal year. Such audits shall be conducted in accordance with the auditing standards as stated in the rules of the Auditor General.

Fiscal Stability - Encompasses the annual financial results of operations, available resources, and the organization's plan to resolve any deficit problems. A concern for fiscal stability would be indicated by multi-year operating deficits and declining fund balances. (Note: The fiscal impact that a proposed facility project would have on projected operations will be considered under the Need for Project and Operating Forecast Detail section.)

Furniture and Equipment - Means items that are not affixed to the building despite being required for the operation of the building. (Examples: tables, chairs, computers which are used for administrative purposes, equipment that is leased, desks and other office equipment which

are used for administrative purposes, refrigerators, rugs, planters, books, portable audio-visual equipment, etc.).

General Operating Expenses (GOE) - Means those administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.).

Grantee - Means an Applicant that has received a Cultural Facilities Grant Award.

Grant Award - The dollar amount of a grant award for a project, program, or general program support as outlined in the application.

Grant Award Date - Means July 1 of the funding year.

Grant Award Agreement - Means the document by which the Grantee enters into a contract with the State of Florida for the management of grant funds. To be eligible to execute the Grant Award Agreement, a Grantee must:

- have ownership or Unrestricted Use of the Cultural Facility,
- record a Restrictive Covenant or purchase a Surety Bond,
- attach an approved Project Budget,
- attach a Legal Description of the Property,
- attach the Restrictive Covenant Amortization Schedule,
- attach the Surety Bond Amortization Schedule, and
- attach Florida Single Audit Act and Exhibit 1
- attach a Schedule of Contract Values form

Grant Completion Deadline - Means the date by which all grant and matching funds must be paid out.

Grant Period - The time for the use of the grant award as set forth in the grant award agreement.

Historic Structure - Means any building or other above ground fabrication that is at least 50 years old or has architectural significance. Structures may include, but are not limited to, monuments, memorials, bridges, amphitheaters, or other fabrications with intrinsic historical or archaeological value relating to the history, government and culture of the state.

In-Kind Contribution - Means the documented fair market value of non-cash contributions provided by the grantee or third parties which consist of real property or the value of goods and services that directly benefit and are specifically identifiable to the project.

Lease - Means a contract that conveys unrestricted use of real property for a specific period of time. The minimum period of time must be at least 10 years from the date the Grant Award

Agreement is fully executed. Only leases in which the lessee is a public entity governed by either a municipality or county, or a not-for-profit entity are eligible for a Cultural Facilities grant. Provisional leases or management agreements must also be valid for at least 10 years.

Lessor - Means the owner of an asset that is leased under an agreement to the lessee. The lessee makes one-time or periodic payments to the lessor in return for the use of the asset. The lease agreement is binding on both the lessor and the lessee, and spells out the rights and obligations of both parties.

The lessor may grant special privileges to the lessee, such as early termination of the lease or renewal on unchanged terms, solely at his or her discretion. The lessor is also known as the landlord in lease agreements that deal with property or real estate.

Liquid Assets - Means accounts or securities that can be easily converted to cash at little or no loss of value. These include but are not limited to cash, money in bank accounts, money market mutual funds, stocks, bonds, and US Treasury bills.

Matching Funds - The portion of the project costs not borne by the Department of State that are designated solely for the project according to the following:

- Eligible applicant organizations that have Total Support and Revenue of less than \$1,000,001 for their last completed fiscal year must provide at least one dollar of match for every one dollar requested from the state.
- Eligible applicant organizations that have Total Support and Revenue greater than \$1,000,001 for their last completed fiscal year must provide at least two dollars of match for every one dollar requested from the state.

For all applicant organizations, regardless their Total Support and Revenue, at least 25% of Matching Funds must be in cash on hand.

New Construction - For the purpose of this program, means constructing a Cultural Facility on property where no building previously existed.

On-line System - A method or program for the electronic submission of a grant application and management of the grant.

Planning - Means the preliminary development of architectural, engineering and other technical services necessary to carry out the project.

Project - Means the acquisition or renovation of existing buildings, or the construction of new buildings to be used for cultural activities (see <u>Cultural Facility</u>).

Renovation - Means the act or process of giving a property a state of increased utility or

returning a property to a state of utility through repair, addition or alteration that makes possible a more efficient use.

Restrictive Covenant - Means a document, signed by the Grantee, the property owner, and the land owner; and filed with the Clerk of the Circuit Court in the county where the property is located, ensuring that the facility will be used as a Cultural Facility for ten (10) years following the date the Grant Award Agreement is fully executed. See <u>Restrictive Covenant Provisions and</u> <u>Amortization Schedule</u> example of the Restrictive Covenants.

Rollover Update - Means:

- 1. An application that was recommended for funding by the Secretary of State, but was not funded by the Legislature; and
- 2. Contains updated information about the recommended project.

Changes in project scope or venue, or increased funding requests are not permitted. Such requests must be submitted as a new application.

Scope of Work (SOW) - A description of the specific work to be performed under the grant agreement in order to complete the project. The Scope of Work should contain any milestones, reports, deliverables and end products that are expected to be provided by the performing party. The Scope of Work should also contain a timeline for all deliverables.

Surety Bond - For the purposes of this program means a contract among at least three parties:

- 1. The obligee the party who is the recipient of an obligation (the State of Florida),
- 2. The principal the primary party who will be performing the contractual obligation (Grantee), and
- 3. The surety who assures the obligee that the principal can perform the task.

Total Support and Revenue - Consists of:

- 1. Cash and Cash Equivalents
- 2. Accounts Receivable
- 3. Investments
- 4. Pledges Received
- 5. Expenses

Unrestricted Use - Means that the building to be renovated, expanded, constructed or purchased, and the site of such building, will be owned by, or will be under Lease to, the applicant by the date of the application submission, and that the use of the site and building will be unencumbered by covenants, easements or other conditions contrary to the purpose of the project.

Venue - Means the specific site named in the application.

Xeriscaping - Means landscaping that minimizes outdoor water use (drought-tolerant plants) while maintaining soil integrity and building aesthetics. Typically includes emphasis on native plantings, mulching and no or limited drip/subsurface irrigation.

Additional Help

For information about the Cultural Facilities Program, contact:

Teri Abstein, Cultural Facilities Program Administrator (850) 245-6299 <u>Teri.Abstein@dos.myflorida.com</u>

For general information about the Division of Cultural Affairs and to access grant information and resources, visit our website at: <u>http://dos.mvflorida.com/cultural/</u>