

Grant Agreement Staff Report

Date: July 10, 2025
To: Douglas County Board of County Commissioners
Through: Douglas J. DeBord, County Manager
From: Terence T. Quinn, AICP, Director of Community Development *TQ*
CC: Brittany Cassell, Curator
Lauren Pulver, Planning Supervisor
Kati Carter, AICP, Assistant Director of Planning Resources
Subject: **State Historical Fund Grant Agreement for Greenland Post Office Restoration in the Amount of \$168,006 and a County Contribution of \$56,003**

Board of County Commissioners Hearing:

July 22, 2025 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

On June 13, 2025, the History Colorado State Historical Fund (SHF) notified staff that the County will receive a grant for \$168,006 to continue restoration work on the Greenland Post Office. The cash match funds were requested from the 2025 Parks, Trails, Historic Resources, and Open Space tax fund in the amount of \$56,003. The total funding for the project is \$224,009.00.

The County is required to execute an Acknowledgement of Award Conditions as part of the final SHF award agreement.

II. REQUEST

A. Request

Staff requests the Board of County Commissioners (Board) approval for the County Manager to execute the attached Acknowledgement of Award Conditions and Covenant Property Protection documents.

The State of Colorado requires any grantee to verify that certain performance standards will be met, such as verification that cash match funds are available, the project will meet the Secretary of the Interior's Standards, and the grantee agrees to all terms of the grant agreement. Once these documents are executed, the state will finalize the grant agreement and provide the County with a copy of the fully executed agreement.

B. Location

The property is located at 1524 E Noe Road, in the southeastern portion of Douglas County.

III. BACKGROUND

A. Background

The County was awarded a SHF grant in 2019 in the amount of \$156,160, with total project funding at \$208,213. The previous grant focused on foundation, floor, and wall stabilization. The grant also funded an asphalt shingle siding study. The next phase, and purpose of this application, is to continue restoration on the Greenland Post Office, specifically restoration of the windows and doors.

The post office was a significant contributor to the growth and development of the Town of Greenland from 1925 to 1959. It was a significant element of the cultural and social growth of the community, as the citizens came to the post office to catch up on the local news and learn about what was going on elsewhere in the County. The post office is located in a rural part of the County and served Greenland and several large ranches in the area.

The post office, along with its outbuildings, are some of the only remaining buildings in the Greenland Townsite that are considered to be historically significant. The Townsite was designated as a County landmark in 2011.

IV. RECOMMENDED ACTION

Staff has evaluated the SHF Grant Agreement, and the Board may authorize the County Manager to execute the document as it complies with the County approval standards and policies.

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Acknowledgement of Award Conditions

Project #2025-02-006
Window and Door Rehabilitation

As a grant recipient, you will enter a State of Colorado grant agreement as a state grantee. As such, there are conditions associated with a State Historical Fund grant you must accept prior to us creating your grant award contract.

1. Read all statements below and initial each statement. **Check marks are not accepted.**
2. Obtain the signature of the **authorized officer** for your organization.
3. Write in the date the letter was signed by the appropriate authorized officer.
4. Print the name and title of the appropriate authorized officer.

My organization is ready to Go Under Contract with the State Historical Fund, and I confirm the following:

- _____ I understand and accept my organization will enter into a grant agreement with the State of Colorado. My organization will be responsible for meeting the terms of the grant agreement, and will not “pass through” fiscal or project responsibility to another organization.
- _____ I understand and accept that no work may start, no supplies purchased, and no contracts with contractors or consultants may be signed until I have a fully executed grant contract from the State. Any costs incurred before the grant contract start date will be ineligible toward the project.
- _____ I understand and accept that State grant agreements contain non-negotiable terms. I have reviewed the enclosed grant template, and my organization agrees with those terms.
- _____ I understand and accept that my organization is solely responsible for determining if my cash match sources are eligible for use with State Historical Fund grant programs.
- _____ I understand and accept that my organization must adhere to all program policies, state regulations, provisions, and laws.
- _____ I understand and accept that my organization will work in partnership with the State Historical Fund to meet the Secretary of the Interior’s Standards and Guidelines for Archaeology and Historic Preservation. I will comply with review expectations, and will refrain from carrying out work until I have the approval of my State Historical Fund Resource Specialist to proceed. For archaeology and survey projects, I will adhere to the current Colorado Cultural Resource Manual. (See Program Guidebook pages 5 and 25, *Secretary of the Interior Standards* section and *Survey Manual* link)
- _____ I understand and accept State funds will only pay for work that takes place within the grant agreement period.
- _____ I understand and accept all project expenses must be associated with one of the task items in the Grant Agreement Exhibit B: Budget and reported as such. (See Program Guidebook 34 and 37, *Grant Award/Agreement Document* and *Payment Review Process* sections)
- _____ I understand and accept project cost savings will be shared with State Historical Fund based on the percentage shown in Exhibit B: Budget. (See Program Guidebook page 34, *Grant Award/Agreement Document* section)

_____ I understand and accept I am required to provide documentation of grant administration and indirect expenditures with time sheets and rates, and clear calculations. (See Program Guidebook page 36, *Supporting Documentation* section)

_____ I understand and accept my organization and the property owner, if applicable, cannot have or enter into a relationship that may result in an actual or perceived conflict of interest, nor use funds in a manner that may result in an actual or perceived conflict of interest. (See Program Guidebook page 41, *Conflict of Interest* section)

_____ The full cash match balance of \$56,003 is now readily available and in-hand in a bank account. (See Program Guidebook page 6, *Cash Match* section)

_____ I understand and accept the property protection contained in Exhibit E: Property Protection (enclosed) and have signed (and notarized, if applicable) Exhibit E. (See Program Guidebook page 8, *Property Protections* section)

Please be advised that the State Historical Fund processes grant agreements in the order that the required information is received in good order, and it can take up to 6 weeks for the agreement to be executed. If you have questions or need additional information, please do not hesitate to contact our office.

Douglas County
Grant Recipient Organization

Signature of Authorized Officer Date

Print Name of Authorized Officer

COVENANTS

Exhibit E attached to your Award Email, must be signed, dated, and Notarized by the property owner and mailed back to the State Historical Fund before your project can go under contract.

Grant recipients receiving cumulative grant awards over \$25,000 are required to sign a property protection exhibit that includes language requiring that changes to the property made during the covenant period must first be reviewed and approved by the State Historical Fund, Colorado Historical Society. This award feature is known as a *covenant*. It is recorded with the local county, runs with the land, and binds current and future owners for 10 - 20 years, depending on the cumulative dollar amount of SHF grants awarded to the property.

Within sixty (60) days of approval of your Final Financial report, State Historical Fund grant staff will record the covenant with the clerk and recorder for the county in which the property is located. Recording costs are paid separately by the State Historical Fund.

If you have further questions regarding the covenant requirement for your project, please contact the State Historical Fund's Property Protection Coordinator at (303) 866-2797.

Exhibit E: Covenant Property Protection

I. Parties:

This Agreement is by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203 and Board of County Commissioners of Douglas County, Property Owner, 100 Third Street, Castle Rock, Colorado 80104.

II. Effective Date:

The effective date of this agreement is _____ and is the same effective date shown on the Cover Page for the Project #2025-02-006 Grant Agreement. The State and Property Owner shall not be bound by any provision of this Agreement before the Effective Date.

III. Property:

The real property in Douglas County which has been listed in a listing of local landmarks, as the Greenland Post Office located at 1540 Noe Road, Greenland, Colorado 80118 more particularly described as

Section 14, T10S, R67W, Block 1, Lot 10, Greenland

IV. Preservation of Property:

A. Covenant

The Property Owner hereby agrees to the following for a period of 20 years commencing on the effective date of this agreement.

- i. Without the express written permission of History Colorado, no construction, alteration, movement, relocation or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would alter the architectural appearance of the Property, adversely affect the structural soundness of the Property, encroach on the open land area of the Property, or adversely affect such prominent landscape features as trees, hedges, fences, walls or paths. Such work, when permitted shall be performed according to the Secretary of the Interior's *Standards for the Treatment of Historic Properties and the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*, issued and as may from time to time be amended by the U.S. Secretary of the Interior, hereinafter collectively referred to as the "*Standards*". In all events, the Property Owner further agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property according to the *Standards* so as to prevent deterioration of the Property.
- ii. Property insurance shall be maintained covering the building, including the premises, its equipment, and owner's interest in improvements and betterments on an "all risk" basis, including where appropriate the perils of fire, flood, and earthquake. Coverage shall be written with a replacement cost valuation and

include an agreed value provision. Coverage shall also include restoration back to the original state. The deductible amount shall not exceed \$25,000.

- iii. In the event of severe damage or total destruction to the Property (defined, for the purpose of this provision, as sudden damage or loss caused by fire, earthquake, inclement weather, acts of the public enemy, riot or other similar casualty) not due to the fault of the Property Owner this provision shall terminate as of the date of such damage or destruction.
- iv. History Colorado, or a duly appointed representative of History Colorado, shall be permitted to inspect the Property at all reasonable times in order to ascertain if the above conditions are being observed.
- v. Within sixty (60) days of the completion of this Award, Property Owner covenants and agrees that History Colorado will record this Exhibit with the county clerk and recorder for the county in which the property is located. Property Owner further covenants and agrees that this Exhibit will constitute a binding covenant that will run with the land.

Signature Page

*Persons signing for Owner hereby swear and affirm that they are authorized to act on Parties' behalf and acknowledge that the State is relying on their representations to that effect.

Owner Signature

Board of County Commissioners of Douglas County

*Signature of Authorized Officer for Owner

Date: _____

Printed Name of Authorized Officer

Title of Authorized Officer

Property Owner Notarization:

State of Colorado, Douglas County:

On this _____ day of _____, _____, before me the undersigned, a Notary Public for said State, personally appeared _____, to me personally known, who stated that he/she is _____, that no seal has been procured by said entity, and that the foregoing instrument was signed on behalf of said entity by authority of its Board of County Commissioners, and that as such officer, he/she acknowledged that he/she executed the foregoing instrument as his/her voluntary act and the voluntary act of the entity.

NOTARY PUBLIC

State of Colorado Signature

Jared S. Polis, Governor

History Colorado

Dawn DiPrince, President/CEO or Designee

By: Dawn DiPrince, President/CEO or Designee

Date: _____

State of Colorado, City & County of Denver:

On this _____ day of _____, _____, before me the undersigned, a Notary Public for said State, personally appeared **Dawn DiPrince**, to me personally known, who stated that she is **President/CEO of History Colorado**, that no seal has been procured by said organization, and that the foregoing instrument was signed on behalf of said organization by authority of its Board of Directors, and that as such officer, she acknowledged that she executed the foregoing instrument as her voluntary act and the voluntary act of the State of Colorado-Department of Higher Education, History Colorado, the Colorado Historical Society.

NOTARY PUBLIC