City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

# Mount Dora City Council

**Mount Dora City Hall Board Room**
**510 North Baker Street, Mount Dora, Florida 32757**
**October 4, 2022, 6:00 PM**

## AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

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3. Mount Dora Fun Fact

**PUBLIC COMMENTS**

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. If you are part of a group, try to designate a speaker.
- Please address all comments to the Mayor.
- We will try to answer your questions at the time asked; however, there may be times we will need to conduct research prior to providing an answer.

APPROVAL OF AGENDA

BOARD APPOINTMENTS

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## CITY MANAGER'S REPORT

## CITY ATTORNEY'S REPORT

## COMMUNICATIONS AND REPORTS

- Council Member Doug Bryant
- Council Member John Cataldo
- Council Member Austin Guenther
- Council Member Cal Rolfson
- Council Member Nate Walker
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

## FUTURE MEETING DATES

- October 18, 2022, 6:00 PM, Regular Session
- November 1, 2022, 6:00 PM, Regular Session
- November 15, 2022, 6:00 PM, Regular Session
- December 6, 2022, 6:00 PM, Regular Session

## ADJOURNMENT

**PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.**

**NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.**

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

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**DATE:** **October 4, 2022**

**TO:** **Honorable Mayor and City Council Members**

**FROM:** **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

**SUBJECT:** Florida City Government Week Proclamation

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**Introduction:**
This is a request for City Council to recognize October 17-23, 2022 as Florida City Government Week as observed by the Florida League of Cities.

**Discussion:**
During Florida City Government Week, Oct 17-23, 2022, the City of Mount Dora will hold interactive events and encourage staff and citizen engagement to show support for Florida Municipalities. City staff has prepared a proclamation to declare participation in Florida City Government Week.

**Budget Impact:**
N/A

**Strategic Impact:**
Showcase Infrastructure and City services.

**Recommendation:**
The reading of the Proclamation

**Attachment(s):**
1. Florida City Government Week Proclamation 2022

| | | |
|---|---|---|
| Prepared by: | Jeanann Hand, Interim City Clerk | |
| Reviewed by: | Jessica Burnham, City Clerk | Approved - 9/13/2022 |
| | Patrick Comiskey, City Manager | Final Approval - 9/26/2022 |

**PROCLAMATION**

**WHEREAS,** City government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

**WHEREAS,** Municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

**WHEREAS,** City government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS,** City government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

**WHEREAS,** Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

**WHEREAS,** the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities. The City of Mount Dora supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

**NOW, THEREFORE,** I, Crissy Stile, as Mayor of the City of Mount Dora, Florida, do hereby proclaim October 17-23, 2022

**FLORIDA CITY GOVERNMENT WEEK**

And encourage all citizens to support the celebration and participate in corresponding activities.

**PASSED AND DULY ADOPTED in regular session this 4th day of October, 2022.**

________________________________

Crissy Stile, Mayor

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

**DATE:** **October 4, 2022**

**TO:** **Honorable Mayor and City Council Members**

**FROM:** **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

**SUBJECT:** Evans Park Fountain

## Introduction:
This is an opportunity to inform Council regarding a fountain to be installed at Elizabeth Evans Park.

## Discussion:
Mount Dora's Public Arts Commission voted on August 23, 2022, to add a lake fountain at Elizabeth Evans Park to enhance the visitor experience at the park. Parks staff will present City Council with information regarding the fountain.

## Budget Impact:
Faden Builders has provided a price of $18,906.94, which will be paid from the Public Arts fund in Fiscal Year 2022-2023.

## Strategic Impact:
Enhancing the waterfront at the park supports the City's strategic goals of Economic Development and Infrastructure.

## Recommendation:
Informational only.

## Attachment(s):

| | | |
|---|---|---|
| Prepared by: | Merry Lovern , Executive Assistant | |
| Reviewed by: | Jeanann Hand, Interim City Clerk | Approved - 9/23/2022 |
| | Patrick Comiskey, City Manager | Final Approval - 9/26/2022 |

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

---

**DATE:** **October 4, 2022**

**TO:** **Honorable Mayor and City Council Members**

**FROM:** **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

**SUBJECT:** Request Adoption of **Resolution No. 2022-63**, Accepting the Duke Energy Foundation Economic Development Grant and Authorizing the Fiscal Year 2022-23 Budget Amendment

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## Introduction:

This is a request for City Council to approve Resolution No. 2022-63, Acceptance of the Duke Energy Foundation Economic Development Grant.

## Discussion:

Through the Duke Energy Foundation, the economic development team provides the opportunity for local and regional economic development organizations to apply for grants up to $25,000 to fund strategic and marketing initiatives resulting in new jobs and investment in the communities they serve.

At the July 5th meeting, City Council approved Resolution No. 2022-43, allowing for an application to be submitted to the Duke Energy Foundation to seek funding through this grant program. On August 12, 2022, the City of Mount Dora was awarded $17,000 to better promote the Wolf Branch Innovation District for development by means of:

1. A two-page sponsored ad in the city's future informative guide
2. A drone video
3. A two-page sponsored report package to advertise in Florida Trend Magazine

The Duke Energy Foundation does not formalize grant awards through an agreement, but instead through the deliverables submitted in the grant application (Attachment #2).

## Budget Impact:

There is no requirement for the City to provide matching funds to receive this grant. The 2022-23 fiscal year budget will be amended to appropriate funds in the amount of $17,000.00, that will be received from Duke Energy and will be used to pay for the promotional materials.

**Strategic Impact:**

GOAL 1 - Economic Development
Objective 1.1. Develop Wolf Branch Innovation District
Objective 1.3. Attract new commercial businesses/residential development

GOAL 3: Fiscal Resources / Human Resources
Objective 3.1. Identify and seek funding sources

**Recommendation:**

City Council adopt Resolution No. 2022-63.

**Attachment(s):**

1. Attachment 1 - 2022 Duke Energy Foundation Economic Development Grant Announcement (ADA)
2. Attachment 2 - Grant Award and Application (ADA)
3. Resolution 2022-63.Duke Energy Foundation Grant Award.SGS

| | | |
|---|---|---|
| Prepared by: | Misty Sommer, Economic Development Manager | |
| Reviewed by: | Aneta Barton, Budget Director | Approved - 9/19/2022 |
| | Rita Meade, Interim Finance Director | Approved - 9/19/2022 |
| | Sherry Sutphen, City Attorney | Approved - 9/28/2022 |
| | Jeanann Hand, Interim City Clerk | Approved - 9/28/2022 |
| | Jessica Burnham, City Clerk | Approved - 9/28/2022 |
| | Patrick Comiskey, City Manager | Final Approval - 9/28/2022 |

**RESOLUTION NO. 2022-63**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE DUKE ENERGY FOUNDATION ECONOMIC DEVELOPMENT GRANT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING ACCEPTANCE OF THE DUKE ENERGY FOUNDATION ECONOMIC DEVELOPMENT GRANT; PROVIDING FOR APPROVAL OF FISCAL YEAR 2022-23 BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mount Dora's Wolf Branch Innovation District falls within the Duke Energy electric utility service territory; and

**WHEREAS**, the Duke Energy Foundation offers an Economic Development Grant to Economic Development organizations, in communities served by Duke Energy, which provides funding up to $25,000, for strategic and marketing initiatives related to new jobs and investments in the community; and

**WHEREAS**, on July 5, 2022, the City adopted Resolution No.: 2022-43, allowing for the submittal of an application to receive grant funding to create promotional materials for showcasing the Wolf Branch Innovation District for development; and

**WHEREAS**, recently the City was informed that it will be awarded grant funding by Duke Energy through the Duke Energy Foundation Economic Development Grant.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:**

**SECTION 1.** Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

**SECTION 2.** Acceptance of Duke Energy Foundation Economic Development Grant.

A. The Duke Energy Foundation Economic Development Grant is hereby accepted in the amount of $17,000.00 (Award), to be used for promotional materials for showcasing the Wolf Branch Innovation District for development, as set forth in the application submitted by the City.

B. The Mayor or City Manager, as applicable, or the designees thereof, are hereby authorized to execute all Duke Energy Foundation Economic Development Grant documentation on behalf of the City related to the Award.

**SECTION 3.** Approval of Fiscal Year 2022-23 Budget Amendment. The 2022-23 fiscal year Budget is hereby amended to appropriate funds in the amount of $17,000.00, that will be received from Duke Energy and will be used to pay for promotional materials for showcasing the Wolf Branch Innovation District for development.

**SECTION 4.** Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 5.** Savings Clause. All prior actions of the City of Mount Dora pertaining to the grant award from the Duke Energy Foundation Economic Development Grant and the budget amendment related thereto, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 6.** Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 7.** Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 8.** 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 9.** Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this ____ day of October, 2022.**

______________________________

**CRISSY STILE**
**MAYOR of the City of Mount Dora, Florida**

ATTEST:

For the use and reliance of City of Mount Dora only. Approved as to form and legal sufficiency.

______________________________
Jeanann Hand
Interim City Clerk

______________________________
Sherry G. Sutphen
City Attorney

# ATTACHMENT #1

**Foundation Economic Development Grants**

## Duke Energy Foundation Economic Development Grant Program

Duke Energy is committed to strengthening our partnerships to grow our communities. Through the Duke Energy Foundation, the economic development team provides the opportunity for local and regional economic development organizations to apply for grants up to $25,000 to fund strategic and marketing initiatives resulting in new jobs and investment in the communities we serve.

**A limited number of proposals will be selected and sent the formal grant application**. Funding is contingent upon available funds and programs may be funded partially. Examples may include, but are not limited to:

- Marketing campaigns and materials
- Website development and updates
- FAM tours and special events to promote sites/communities
- Sales trips
- Conference/tradeshow registrations
- Sales trip coordination fees
- Other opportunities to increase awareness of a community or region's economic development strategies and product availability

***Please note:** Funding will not include travel, lodging, food/beverage and entertainment expenses.*

## Recipient Obligations and Program Timeline

Applicants must be a **government entity** or **501c3** that represents communities served by Duke Energy. If selected, the economic development organization must:

- Have already completed and reported on the previous year's grant funding (if applicable).
- Be willing to coordinate efforts and partner with Duke Energy where both organizations are involved in the program or event being funded.
- Be willing to work with Duke Energy to promote the grant.

To be considered, this proposal form must be returned to Peveeta Samuel at Peveeta.Samuel@duke-energy.com by **July 8, 2022.** Applicants that are selected will be sent the formal Foundation application link in August 2022**.**

Foundation Economic Development Grants

# Duke Energy Foundation Economic Development Grant Program 2022 Request Form

- **Name of Organization:**
- **Contact Name:**
- **Contact Phone Number:**
- **Contact Email:**
- **Is your organization:** Select one ☐ 501c3 ☐ Government entity
- **Program Title:**
- **Total Grant Program Budget Amount:**
- **Requested Funding Amount:**
- **Grant Program Summary:**
  Please provide a succinct summary and overview of the program. (500 characters)
- **Grant Program Detail:**
  Please describe the program you're requesting funds for in detail and how it aligns with community needs. (2000 characters)
- **Grant Program Start Date:** Please select date
- **Grant Program End Date:** Please select date
- **Fund Use:** Please describe how the funds will be used.
- **Impact:** Please describe the impact the grant will have in your community.
- **Outcomes:** Please describe the outcomes you will achieve with this program.
- **Please indicate how Duke Energy will be recognized as a funder of this grant program:** Select all that apply.

  ☐ Distribute Duke Energy news release
  ☐ Distribute organizational press release
  ☐ Tag Duke Energy in social media post about the grant program
  ☐ Host media event (check presentation, ribbon cutting, student showcase etc.)
  ☐ Distribute information via an organizational publication
  ☐ Duke Energy logo used on grant program materials
  ☐ Event recognition (recognition from podium, signage, speaking opportunities, etc.)
  ☐ Programmatic naming rights
  ☐ Other: Please describe.

- **Which metrics you will use to measure this grant program's success?** Please describe how will you determine success?

# ATTACHMENT #2

**From:** Samuel, Peveeta Devi
**To:** Sommer, Misty
**Subject:** Duke Energy Economic Development funding next steps
**Date:** Friday, August 12, 2022 4:18:01 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Hello Misty -

Congratulations again on your grant award!

As discussed, please send an invoice for $17,000 and W9 to me (Peveeta.samuel@duke-energy.com). In the invoice, please include the program title from your proposal and “Duke Energy Florida Economic Development marketing assistance”

Please don’t hesitate to reach out to me if you have any questions.

Thank you!

Peveeta Samuel
Senior Manager, Programs and Compliance
Duke Energy Economic Development
299 1st Ave. N, DEF-163
St. Petersburg, FL 33701
Cell: 352-216-0150

**Foundation Economic Development Grants**

## Duke Energy Foundation Economic Development Grant Program

Duke Energy is committed to strengthening our partnerships to grow our communities. Through the Duke Energy Foundation, the economic development team provides the opportunity for local and regional economic development organizations to apply for grants up to $25,000 to fund strategic and marketing initiatives resulting in new jobs and investment in the communities we serve.

**A limited number of proposals will be selected and sent the formal grant application**. Funding is contingent upon available funds and programs may be funded partially. Examples may include, but are not limited to:

- Marketing campaigns and materials
- Website development and updates
- FAM tours and special events to promote sites/communities
- Sales trips
- Conference/tradeshow registrations
- Sales trip coordination fees
- Other opportunities to increase awareness of a community or region's economic development strategies and product availability

***Please note:*** *Funding will not include travel, lodging, food/beverage and entertainment expenses.*

## Recipient Obligations and Program Timeline

Applicants must be a **government entity** or **501c3** that represents communities served by Duke Energy. If selected, the economic development organization must:

- Have already completed and reported on the previous year's grant funding (if applicable).
- Be willing to coordinate efforts and partner with Duke Energy where both organizations are involved in the program or event being funded.
- Be willing to work with Duke Energy to promote the grant.

To be considered, this proposal form must be returned to Peveeta Samuel at Peveeta.Samuel@duke-energy.com by **July 8, 2022.** Applicants that are selected will be sent the formal Foundation application link in August 2022**.**

Foundation Economic Development Grants

DUKE ENERGY.

# Duke Energy Foundation Economic Development Grant Program 2022 Request Form

- **Name of Organization:** City of Mount Dora
- **Contact Name:** Misty Sommer
- **Contact Phone Number:** 352-735-7110
- **Contact Email:** sommerm@cityofmountdora.com
- **Is your organization:** Select one ☐ 501c3 ☒ Government entity
- **Program Title:** Wolf Branch Innovation District Promotional Materials
- **Total Grant Program Budget Amount:** $30,000
- **Requested Funding Amount:** **1.** Informative guide, two-page sponsored ad - $ 1120 **2.** Promotional drone video - $2,000 **3.** Florida Trend Magazine two-page sponsored report package - $13,880. **Totaling $17,000**
- **Grant Program Summary:**
  The Wolf Branch Innovation District (WBID) is a planned 850 acre mixed-use employment center located on SR 46 near the Wekiva Parkway. The vision for this corridor is to create job and educational facilities within our community, making Mount Dora an even better place to live, work, play and do business. The City of Mount Dora and Lake County have collaboratively designed this project for almost 20 years in preparation of future the growth. Now that most of these planning efforts have been finalized, the WBID is in need of promotional materials to better showcase this area for development.

- **Grant Program Detail:**
  The WBID is a strategic growth corridor located within the joint planning area of Lake County and the City of Mount Dora. It is anticipated that this employment center will potentially provide up to 17,000 new job opportunities over a 20-to-30-year horizon, with 4,000 projected to occur over the next 10-15years. The area is being planned as a vibrant and impactful job-generating, mixed-use project area that will see accelerated economic opportunity due to improved access to the greater Orlando metro area brought about by the Wekiva Parkway (SR 429) and SR 453. Uses for this project include office, commercial, healthcare services, higher education, retail, warehouse/distribution, light industrial and multifamily residential.

  Although the City of Mount Dora is an electric utility provider, the WBID falls within Duke Energy's electric utility service territory. In 2017, Duke Energy, through their Site Readiness Program, and McCallum Sweeney Consulting prepared a Site Visit Report Card for the WBID and identified potential end users as: Clean Energy, Emerging Technologies and Life Sciences.

Subsequently in 2019, the City of Mount Dora and Lake County adopted an Implementation Plan for the WBID to ensure the necessary regulatory structure was in place to guide the creation of a high quality physical, economic and social place. This plan also includes design guidelines with the intent of implementing character of place by using the most relevant principles of architecture, urban design, and landscape architecture.

With these planning mechanisms now in place, the City is ready to market the WBID as a remarkable location for the establishment of businesses in targeted industries such as Clinical Health Care/Life Sciences, Research & Development, Advanced Manufacturing, and Higher Education.

- **Grant Program Start Date: 8/1/2022**
- **Grant Program End Date: 12/31/2022**
- **Fund Use:** Funding for this project would include three marketing initiatives:
  1. Informative guide – The City of Mount Dora is looking to create an informative guide to market the city at-large as a destination to live, work and play. Under the work category, areas for development will be highlighted. Any Duke Energy awarded funding would include a two-page sponsored ad, with use of logo, featuring the WBID. This informative guide would be both printed and used digitally to recruit developers and potential end users.
  2. Promotional drone video – The City would also like to create a promotional video of the WBID using drone footage. This would allow us to be more imaginative and innovative in our storytelling through takeoffs and landings, flyovers, reveals, 360-degree shots and tilts. Drone footage will also give the viewer a better sense of what the undeveloped area of the WBID looks like by capturing hard-to-see areas for greater mapping and planning. Additionally, the video footage and aerial photos will be used for the City's website, promoted on social media platforms, presentations, digital advertisements, print materials and potentially future trade show displays, billboard ads or commercials.
  3. Advertisement in Florida Trend Magazine – The City would also like to purchase a two-page sponsored report package to advertise in Florida Trend Magazine. In addition to the two page spread, this package includes: a photo, logo and link posted on FloridaTrend.com/Trending for six months, promoting the article with a brief summary in one Daily Pulse email and one Afternoon Pulse email and posting the article on Florida Trend's Facebook page. This advertisement would be distributed to 270,000 subscribers statewide.

- **Impact:** The WBID's ability to attract the identified target employment areas will lead to diverse employment for the City of Mount Dora, Lake County, and surrounding areas. Other benefits include access to higher education, closer proximity to the identified uses and the infrastructure that would come as a result of development such as a secondary roadway and trail network for interconnectivity within the district and access to surrounding highways.
- **Outcomes:** The desired outcome of this grant would be to better showcase the WBID for development so the residents of the City of Mount Dora and surrounding Lake County can benefit from the impacts.
- **Please indicate how Duke Energy will be recognized as a funder of this grant program:** Select all that apply.

  ☐ Distribute Duke Energy news release

  ☒ Distribute organizational press release

  ☒ Tag Duke Energy in social media post about the grant program

  ☐ Host media event (check presentation, ribbon cutting, student showcase etc.)

  ☒ Distribute information via an organizational publication

  ☒ Duke Energy logo used on grant program materials

  ☐ Event recognition (recognition from podium, signage, speaking opportunities, etc.)

  ☐ Programmatic naming rights

  ☒ Other: Sponsored ad

- **Which metrics you will use to measure this grant program's success?**

  1. Website/link metrics: view count, rate of play, clicks and click-through rates, watch time, Google analytics and exit rate.
  2. Social media metrics: analytics, engagement and shares.
  3. Print metrics: generation of leads and use of unique URL's for each source for tracking.

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

**DATE:** October 4, 2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

**SUBJECT:** Request Approval of Assignment Between Evergreen Construction Management, Inc. and Faden Builders, Inc.

---

## Introduction:

Faden Builders, Inc. has requested the City approve assignment of the City of Mount Dora CMAR agreement with Evergreen Construction Management, Inc. to Faden Builders, Inc.

## Discussion:

On April 7, 2020, Evergreen Construction Management, Inc. entered into a professional services agreement with the City related to RFQ 19-GS-018 for Construction Manager at Risk (CMAR) services.

As of September 13, 2022, Faden Builders, Inc. has acquired Evergreen Construction Management, Inc. and is requesting approval of the assignment of the City of Mount Dora agreement to Faden Builders, Inc. The same construction team staff will continue to provide contracted construction management services on the City of Mount Dora projects.

## Budget Impact:

Not Applicable

## Strategic Impact:

N/A

## Recommendation:

Staff recommends City Council approve assignment of the Evergreen Construction Management, Inc. agreement to Faden Builders, Inc.

## Attachment(s):

1. Assignment between Faden and Evergreen

| | | |
|---|---|---|
| Prepared by: | Merry Lovern , Executive Assistant | |
| Reviewed by: | Sherry Sutphen, City Attorney | Approved - 9/27/2022 |
| | Jessica Burnham, City Clerk | Approved - 9/27/2022 |
| | Jeanann Hand, Interim City Clerk | Approved - 9/27/2022 |
| | Patrick Comiskey, City Manager | Final Approval - 9/27/2022 |

## ASSIGNMENT

**THIS ASSIGNMENT** is made by Evergreen Construction Management Inc., 30941 Suneagle Drive, Mount Dora, FL 32757 ("**Assigning Party**") and Faden Builders, Inc., 1194 Camp Avenue, Mount Dora, FL 32757, ("**Assuming Party**"), and duly accepted by the City of Mount Dora, 510 N. Baker Street, Mount Dora Florida 32757 (hereinafter referred to as "**City**") as evidenced by the signatures affixed below.

## WITNESSETH

**WHEREAS**, on April 7, 2020, the Assigning Party entered into a Construction Manager at Risk Agreement with the City, related to RFQ #19-GS-018 ("Agreement"); and

**WHEREAS**, as of September 13, 2022, the Assuming Party acquired the Assigning Party;

**WHEREAS,** the Assigning Party desires to assign all of its rights and obligations under said Agreement to the Assuming Party; and

**WHEREAS**, the Assuming Party desires to accept all of the rights and obligations under said Agreement.

**NOW THEREFORE,** in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged. The parties hereto agree as follows:

1. The Assigning Party does hereby grant, pledge, assign and transfer any and all of its right, title, interest and obligations, in and to the Agreement, to the Assuming Party.

2. The Assuming Party does hereby agree to be bound by and accept all right, title, interest, obligation and responsibility as set forth in the Agreement.

3. The Assuming Party does hereby agree to the following as an amendment to the Agreement:

**EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**
Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

4. It is declared to be the intent of the parties hereto that, if any section, sentence, clause, phrase, or portion of this Assignment, is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

5. This Assignment shall be governed by the laws of the State of Florida, both procedural and substantive, along with any applicable Federal statutes, rules and/or regulations. The venue for any and all litigation, arising under this Assignment, shall lie in Lake County, Florida.

6. The Assigning Party and the Assuming Party hereby represent that they have not entered into any other Agreements which would, in any way, conflict with the terms and conditions hereof or their ability to fully comply with any of the requirements set forth herein.

**IN WITNESS WHEREOF**, this Assignment is hereby made effective this 27th day of September, 2022.

**EVERGREEN CONSTRUCTION MANAGEMENT, INC.**
*(Assigning Party)*

By: ______________________________

Print: MARK STARCHER

Title: COO

**STATE OF FLORIDA**
**COUNTY OF** LAKE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of MARK STARCHER, as COO, of EVERGREEN CONSTRUCTION MGT, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced ______________________ as identification, and who did/did not take an oath this 27th day of September, 2022.

HELEN G JOHNSON
MY COMMISSION # GG 982964
EXPIRES: April 29, 2024
Bonded Thru Notary Public Underwriters

(stamp)

NOTARY PUBLIC, State of Florida

Page 3 of 4

**FADEN BUILDERS, INC.**
*(Assuming Party)*

By: Todd M Faden

Print: TODD M. FADEN

Title: PRESIDENT

**STATE OF FLORIDA**
**COUNTY OF** LAKE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of TODD M. FADEN, as PRESIDENT, of FADEN BUILDERS, INC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced — as identification, and who did/did not take an oath this 27th day of September, 2022.

HELEN G JOHNSON
MY COMMISSION # GG 982964
EXPIRES: April 29, 2024
Bonded Thru Notary Public Underwriters
(stamp)

NOTARY PUBLIC, State of Florida

**THIS ASSIGNMENT** is hereby accepted by the City, this ___ day of February, 2022.

**CITY OF MOUNT DORA**

**CRISSY STILE**
**MAYOR of the City of Mount Dora, Florida**

ATTEST:

JEANANN HAND
INTERIM CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

Sherry G. Sutphen, City Attorney

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

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**DATE:** October 4, 2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Patrick C. Comiskey, City Manager

**SUBJECT:** Request Approval of Agreement with ESRI-Environmental Systems Research Institute

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## Introduction:

This is a request for City Council to approve the Small Enterprise Agreement with Environmental Systems Research Institute, Inc. (ESRI) for the use of software products for Geographic Information Systems (GIS).

## Discussion:

The City of Mount Dora has been utilizing ESRI software products for several years to create GIS maps, databases and datasets, analytics, and applications. Through the Small Enterprise Agreement, municipalities with a population of less than 25,000 receive the benefit of unlimited licensing, to include most of the ESRI software products, for a substantial discount.

## Budget Impact:

This agreement is for a term of three (3) years for a total of $82,500.00, payable at $27,500.00 per year. A total of $27,500.00 has been appropriated within the adopted Fiscal Year 2022-23 budget for the intended purpose - account number 001-1250-513.46-08 (Repairs and Maintenance - Software). The quote is included in the attached agreement.

## Strategic Impact:

Public Safety, Planning, and Economic Development

## Recommendation:

City Council to approve the Small Enterprise Agreement with Environmental Systems Research Institute, Inc. (ESRI).

## Attachment(s):

1. ESRI Small Enterprise Agreement.SGS

| | | |
|---|---|---|
| Prepared by: | Jeanann Hand, Interim City Clerk | |
| Reviewed by: | Jim Faulkner, Director of Information Technology | Approved - 9/15/2022 |
| | Aneta Barton, Budget Director | Approved - 9/15/2022 |
| | Sherry Sutphen, City Attorney | Approved - 9/28/2022 |
| | Jessica Burnham, City Clerk | Approved - 9/28/2022 |
| | Jeanann Hand, Interim City Clerk | Approved - 9/28/2022 |
| | Patrick Comiskey, City Manager | Final Approval - 9/28/2022 |

# Quotation # Q-478534

**Date:** August 22, 2022

**Customer # 14507** **Contract #**

**Environmental Systems Research Institute, Inc.**
**380 New York St**
**Redlands, CA 92373-8100**
**Phone: (909) 793-2853 Fax: (909) 307-3049**
**DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

City of Mount Dora
Community Development
510 N Baker St
Mount Dora, FL 32757-5521

***To expedite your order, please attach a copy of this quotation to your purchase order.***
***Quote is valid from: 8/22/2022 To: 11/20/2022***

ATTENTION: Jim Faulkner
PHONE: (352) 735-7139
EMAIL: faulknerj@ci.mount-dora.fl.us

| Material | Qty | Term | Unit Price | Total |
|---|---|---|---|---|
| 168177 | 1 | Year 1 | $27,500.00 | $27,500.00 |
| Populations of 0 to 25,000 Small Government Term Enterprise License Agreement | | | | |
| 168177 | 1 | Year 2 | $27,500.00 | $27,500.00 |
| Populations of 0 to 25,000 Small Government Term Enterprise License Agreement | | | | |
| 168177 | 1 | Year 3 | $27,500.00 | $27,500.00 |
| Populations of 0 to 25,000 Small Government Term Enterprise License Agreement | | | | |

| | |
|---|---|
| Subtotal: | $82,500.00 |
| Sales Tax: | $0.00 |
| Estimated Shipping and Handling (2 Day Delivery): | $0.00 |
| Contract Price Adjust: | $0.00 |
| Total: | $82,500.00 |

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

| **For questions contact:** | **Email:** | **Phone:** |
|---|---|---|
| Eva Kennedy | ekennedy@esri.com | (909) 369-4320 x4320 |

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



KENNEDYE **This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**
Cust. Name ____________
Cust. # ____________
PO # ____________
Esri Agreement # ____________

## SMALL ENTERPRISE AGREEMENT
## COUNTY AND MUNICIPALITY GOVERNMENT
## (E214-1)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

### Table A
### List of Products

**Uncapped Quantities**
**Desktop Software and Extensions** (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

**Enterprise Additional Capability Servers**
ArcGIS Image Server

**Developer Tools**
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

**Limited Quantities**
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 ArcGIS Insights in ArcGIS Enterprise
2 ArcGIS Insights in ArcGIS Online
5 ArcGIS Tracker for ArcGIS Enterprise
5 ArcGIS Tracker for ArcGIS Online
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
2 ArcGIS Utility Network User Type Extensions (Enterprise)
2 ArcGIS Trace Network User Type Extensions (Enterprise)

### OTHER BENEFITS

| | |
|---|---|
| Number of Esri User Conference registrations provided annually | **2** |
| Number of Tier 1 Help Desk individuals authorized to call Esri | **2** |
| Maximum number of sets of backup media, if requested* | **2** |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement | |

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). ~~**ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.**~~ This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

__________ Initial

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

________________________________________
(Customer)

By: ______________________________________
Authorized Signature

Printed Name: ______________________________

Title: ______________________________________

Date: ______________________________________

## CUSTOMER CONTACT INFORMATION

Contact: ____________________________________

Address: ____________________________________

City, State, Postal Code: ______________________

Country: ____________________________________

Quotation Number (if applicable): _______________

Telephone: ____________________________________

Fax: ________________________________________

E-mail: _____________________________________

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5** **Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—Product Updates

**4.1** **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2** **Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—Ordering, Administrative Procedures, Delivery, and Deployment

### 8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

**9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

**9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

**9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

**DATE:** October 4, 2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Patrick C. Comiskey, City Manager Patrick C. Comiskey

**SUBJECT:** Request Acceptance of African American Cultural and Historical Grant

## Introduction:

This request is for City Council to approve acceptance of the African-American Cultural and Historical Grant for the renovation of Cauley Lott Park.

## Discussion:

The City of Mount Dora has begun the renovation of Cauley Lott Park, a project which had been recommended to take place within zero to two years according to the Parks and Recreation Master Plan adopted by the City in February of 2019. The park is well-loved by the community and has been the site of Juneteenth celebrations and the Black Heritage Festival. However, it is aging and, in its current state, is below standard. The Master Plan's suggested adaptations include upgrading amenities evaluated to be below City expectations, correcting safety hazards, modifying features for ADA accessibility, and improving lighting for better security and community use.

In December 2019, City Council approved acceptance of a $200,000 LWCF grant for the park renovation. Later, with Resolution No. 2020-08, Council authorized City staff to move forward with stakeholder meetings, a park concept plan, engineering and design documents, permitting, and a scope of work with GAI Community Solutions Group. The project received overwhelming support from the community. After GAI presented the first concept plan and cost estimate, the North East CRA Advisory Committee and Parks and Recreation Advisory Board offered their feedback, and GAI returned with a revised plan addressing a concern both bodies voiced regarding parking. With Resolution No. 2021-06, Council approved an amended task authorization for additional engineering and design services with GAI.

Last September, GAI produced 60% design and construction documents, the stage at which it had been agreed the City would review the plans to approve or make adjustments to bring the project through to completion. At that time, it was found that the current design exceeds the project budget. City staff met several times to decide upon alterations to the presented design that would alleviate the overage while still maintaining the objectives defined for the park renovation. Among the features under consideration for removal or adjustment is the covering for the basketball courts. This element was requested by the community, but its priority fell beneath other features integral to the park that must be upgraded for purposes of safety or necessity.

City staff was made aware of the African-American Cultural and Historical grant program awarded by the Florida Department of State, providing funding for facilities that highlight the contributions, culture, or history of African-Americans. This grant prioritizes projects that encourage the design or construction of a new facility or the renovation of an existing facility in an area with great cultural significance. The appropriateness with which the Cauley Lott Park renovation matches the grant description indicates this is an excellent opportunity for the City to avoid eliminating project elements for which the community has expressed enthusiasm. Grant funds of up to $550,000 will be used to facilitate construction of a new amphitheater and covered area at Cauley Lott Park.

Mount Dora's North East Community has a significant role in the history of the City and its African American residents. First known as “East Town,” it became home to the black community after the City forced many to relocate from other areas of the City as part of its redevelopment plan in the 1920s. Since that time, the neighborhoods that make up the area have become the cultural and historic center for Mount Dora’s African American community.

The original name for Cauley Lott Park was Mount Dora Central Park, a title bestowed upon it by the winners of a contest held for the students of Milner-Rosenwald Academy and Roseborough Elementary, two schools which served the City's black community until the integration of public schools in the 1970s. In 1982, the park was renamed for Cauley Lott, who was principal of Milner-Rosenwald for 31 years and Mount Dora's first black City Council member.

While the North East Community has a rich history, it has faced economic and social challenges that have led to the creation of the North East CRA and increased focus of the City to foster revitalization. The proposed project will greatly impact the residents of the historic neighborhood by providing cultural and recreational opportunities where none currently exist. Once complete, the facility will lead to the improvement of both economic and social conditions within the area while embracing the history of the community.

The African-American Cultural and Historical Grant funds, if accepted, require a City match and must be expended within 24 months.

**Budget Impact:**

A budget amendment incorporating this grant award was already presented to Council via Resolution 2022-25 in the Mid-Year Budget Amendment. The Funds are going to be carried forward into FY2022-23.

**Strategic Impact:**

This item fulfills Objective 2.3 of the City's Strategic Plan, developing a parks and recreation system guided by the principles of the Parks and Recreation Master Plan; and Goal 3.1.1, pursuing grants to fund City projects.

**Recommendation:**

City staff is requesting Council approve the acceptance of the African-American Cultural and Historical Grant.

**Attachment(s):**

1. Grant Agreement.African American Cultural and Historical Grant

| | | |
|---|---|---|
| Prepared by: | Jeanann Hand, Interim City Clerk | |
| Reviewed by: | Jennifer Schwarz, Administrative Assistant | Approved - 9/20/2022 |
| | Troy Shonk, Parks & Recreation Director | Approved - 9/20/2022 |
| | Aneta Barton, Budget Director | Approved - 9/21/2022 |
| | Sherry Sutphen, City Attorney | Approved - 9/27/2022 |
| | Jessica Burnham, City Clerk | Approved - 9/27/2022 |
| | Jeanann Hand, Interim City Clerk | Approved - 9/27/2022 |
| | Patrick Comiskey, City Manager | Final Approval - 9/27/2022 |

**GRANT AWARD AGREEMENT BETWEEN**
**THE STATE OF FLORIDA, DEPARTMENT OF STATE**
AND
City of Mount Dora
KRYJPNM9B9M7
23.s.aa.900.051

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of Mount Dora hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number23.s.aa.900.051 for the Project "Cauley Lott Park Enhancement," in the amount of $550,000 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose**. This grant shall be used exclusively for the "**Cauley Lott Park Enhancement**," the public purpose for which these funds were appropriated.

   a. The Grantee shall perform the following **Scope of Work**:

      Grant funds will be used to facilitate construction of a new amphitheater and covered area at Cauley Lott Park. Work items include construct new amphitheater (cast-in-place concrete work, masonry, structural steel & metal roof decking, painting, new power and lighting); construct new covered arena (cast-in-place concrete work, masonry, structural steel and metal roof decking, painting, new power and lighting). All tasks associated with the Project shall meet the requirements set forth in this agreement.

   b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

| # | Payment Type | Deliverable Description | Documentation | Payment Amount |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 1 | Fixed Price | Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form. | One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form. | $137,500 |
| 2 | Fixed Price | Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks. | One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks. | $137,500 |
| 3 | Fixed Price | Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks | One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks. | $137,500 |

| | | | | |
|---|---|---|---|---|
| 4 | Fixed Price | Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old); for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks. | One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks. | $137,500 |
| **Totals** | | | | **$550,000** |

c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

**For the Department :**
Adrianne Morrison Hogan
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6325
Email: Adrianne.Hogan@dos.myflorida.com

**For the Grantee:**
Contact: Patrick C. Comiskey, City Manager
Secondary Contact: Jen Schwarz, Parks and Recreation Operations Manager
Address: 510 N Baker Street Mount Dora Florida 32757
Phone:
Email: comiskeyp@ci.mount-dora.fl.us
schwarzj@ci.mount-dora.fl.us

4. **Grant Payments.** All grant payments are requested online via https://dosgrants.com/ by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:

   a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
   b. All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments**. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit http://www.flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement**. If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences**. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

   a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
   b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
   c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at https://www.nps.gov/subjects/historicpreservation/standards.htm or applicable industry standards.

The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

**9. Additional Special Conditions.**

a) For all projects involving **development activities**, the following special conditions apply:

i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.

ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at: https://www.nps.gov/subjects/historicpreservation/standards.htm.

iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at https://dos.myflorida.com/historical/grants/special-category-grants/

iv. Architectural Services

A. All projects shall require contracting for architectural/engineering services.
B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.

v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

A. Upon completion of **schematic design**;
B. Upon completion of **design development and outline specifications**; and
C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.

B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.

C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.

D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code.*

b) For all projects involving **survey activities**, the following special conditions apply:

i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.

ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.

iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at https://dos.myflorida.com/historical/grants/small-matching-grants/. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federal Special Conditions contained in Attachment C.

**10. Credit Line(s) to Acknowledge Grant Funding**. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

**11. Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.

b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

**12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via https://dosgrants.com/. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.

b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 September 30, 2022.

c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.

e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.

f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.

13. **Matching Funds.** Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than $500,000. *However*, if the Grant Award Amount is greater than $500,000, Grantee is required to provide a 50% match of the amount above $500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.

14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however,* that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at http://www.nps.gov/tps/standards.htm and nps.gov/history/local-law/arch_stnds_0.htm or applicable industry standards;

g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
i) Entertainment, food, beverages, plaques, awards or gifts;
j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
p) Accessibility improvements for Religious Properties;
q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.

18. **Repayment**. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at https://dosgrants.com/. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. **Retention of Accounting Records**. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department 's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Restrictive Covenants**. The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of final payment. The Restrictive Covenants shall include at a minimum the following provisions:

    a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.

    b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.

    c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

    d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

    e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.

    f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.

        i. Amortization Schedule for projects involving improvements to Real Property:
        If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).

    g. Other provisions as agreed upon by the Department and the Grantee.

24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.

c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d. The name of the account(s) must include the grant award number;

e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. **Availability of Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.

29. **Liability.** The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.

a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. **Breach of Agreement.** The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. **Termination of Agreement.**

    a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.

    b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

    c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. **Required Procurement Procedures for Obtaining Goods and Services.**

    a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.

    b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.

39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq*.), which is incorporated herein by reference.

42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**43. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

a. This Agreement
b. Estimated Project Budget (Attachment A)
c. Single Audit Act Requirements and Exhibit I (Attachment B)
d. Federal Special Conditions (Attachment C)
e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

**In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.**

| | |
|---|---|
| Department of State: | Grantee: |
| By: ________________________________ | By: ________________________________<br>Authorizing Official for the Grantee |
| Division Director ______________________<br>Division of ______________________ | ________________________________<br>Typed name and title |
| ________________________________<br>Date | ________________________________<br>Date |

**ATTACHMENT A**

**Estimated Project Budget**

| Description | Grant Funds | Cash Match | In Kind Match |
|---|---:|---:|---:|
| **Other** | | | |
| Cast-in-Place Concrete for Amphitheater | $8,000 | $0 | $0 |
| *Subtotals* | *$8,000* | *$0* | *$0* |
| | | | |
| Cast-in-Place Concrete for the Covered Arena | $27,000 | | |
| Masonry for Amphitheater | $11,806 | | |
| Masonry for the Covered Arena | $26,600 | | |
| Structural Steel for the Amphiteater | $111,900 | $10,000 | |
| Structural Steele for the Covered Arena | $221,000 | $13,000 | |
| Metal Roof Decking for the Amphitheater | $30,000 | | |
| Metal Roof Decking for the Covered Arena | $60,500 | | |
| Roofing and Waterproofing | | | |
| Doors and Windows | | | |
| Painting Amphitheater | $6,294 | | |
| Painting Covered Arena | $14,900 | | |
| Fireplace Flue | | | |
| Plumbing for HVAC | | | |
| Electrical Power and Lighting for the Amphitheater | $8,000 | | |
| Power and Lighting for the Covered Arena | $24,000 | | |
| *Subtotals* | *$542,000* | *$23,000* | *$0* |
| **Totals** | **$550,000** | **$23,000** | **$0** |

## ATTACHMENT B

## FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

### AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### AUDITS

**Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office *www.ecfr.gov*

**Part II: State Funded**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) http://www.leg.state.fl.us/

**Part III: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

   B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

      The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

   B. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**Part IV: Record Retention**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

**EXHIBIT 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. $550,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not applicable

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Not applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

## ATTACHMENT C

## FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.**As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

3. **Equipment and Real Property Management.**Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.

5. **Procurement, Suspension & Debarment.**Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.

7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.

8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.

9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

10. **Single Audit Requirements.** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

11. **Civil Rights Compliance**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence.*

13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

    i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    ii. Procure a commercial sex act during the period of time that the award is in effect; or
    iii. Use forced labor in the performance of the award or subawards under the award.

15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

    i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

    ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

    iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

**17. Additional Lobbying Requirements.**

    i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

    ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

    iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

    i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

    ii. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

    iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

    iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

       **The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.**

    v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   A. Procure or obtain;
   B. Extend or renew a contract to procure or obtain; or
   C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
E. See Public Law 115-232, section 889 for additional information.
F. See also 2 CFR § 200.471.

xii. Domestic Preferences for Procurements.

A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
B. For purposes of this section:
   1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## ATTACHMENT D

## CERTIFICATION REGARDING
## DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
## LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

__________________________________________________

Name and Title of Authorized Representative

__________________________________________________

Signature                                                  Date

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

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**DATE:** October 4, 2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Patrick C. Comiskey, City Manager Patrick C. Comiskey

**SUBJECT:** Request Adoption of **Resolution No. 2022-65**, Travel Policy

---

**Introduction:**
This is a request for City Council to adopt Resolution No. 2022-65, Travel Policy.

**Discussion:**
On September 7, 2021, City Council adopted Resolution No. 2021-87, establishing the Employee Development and Travel policy. As part of ongoing policy review, Staff proposes an updated travel policy to streamline the administrative processes related to employee and Council travel. The current process requires use of multiple forms and pre-approval to book travel, which has resulted in the inability to take advantage of conference hotel rates. The updated process will alow staff to immediately book travel and require the use of only one form, resulting in more efficient use of staff resources.

**Budget Impact:**
N/A

**Strategic Impact:**
Goal 3: Fiscal Resources/Human Resources

**Recommendation:**
City Council adopt Resolution No. 2022-65.

**Attachment(s):**
1. Resolution No. 2022-65.Travel Policy.SGS
2. Exhibit A.Travel Policy.SGS

Prepared by: Merry Lovern , Executive Assistant

| | | |
|---|---|---|
| Reviewed by: | Rita Meade, Interim Finance Director | Approved - 9/23/2022 |
| | Aneta Barton, Budget Director | Approved - 9/23/2022 |
| | Sharon Kraynik, Human Resources Director | Approved - 9/27/2022 |
| | Sherry Sutphen, City Attorney | Approved - 9/28/2022 |
| | Jessica Burnham, City Clerk | Approved - 9/28/2022 |
| | Jeanann Hand, Interim City Clerk | Approved - 9/28/2022 |
| | Patrick Comiskey, City Manager | Final Approval - 9/28/2022 |

## RESOLUTION NO. 2022-65

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO REVISIONS TO THE TRAVEL POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF RESOLUTION 2021-87; PROVIDING FOR ADOPTION OF THE REVISED TRAVEL POLICY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mount Dora adopts and maintains various policies in order to ensure the most efficient and effective performance of its City Departments; and

**WHEREAS**, from time to time, it is necessary for the City to amend, revise and/or restate certain of its policies in order to better express the vision of the City and accommodate the operations thereof; and

**WHEREAS,** on September 7, 2022, the City adopted Resolution No. 2021-87, which established a Travel and Employee Development Policy; and

**WHEREAS,** the City has determined that it is in its best interest to adopt a revised Travel and Employee Development Policy.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:**

**SECTION 1.** Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

**SECTION 2.** Repeal of Resolution No. 2021-87. Resolution No. 2021-87 is hereby repealed in its entirety.

**SECTION 3.** Adoption of Policy. The City of Mount Dora hereby adopts the Travel Policy attached hereto as **Exhibit "A"**.

**SECTION 4.** Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 5.** Savings Clause. All prior actions of the City of Mount Dora pertaining to the Travel and Employee Development Policy, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 6**. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 7.** Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 8.** 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 9.** Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 4th day of October, 2022.**

____________________________________

**CRISSY STILE**
**MAYOR of the City of Mount Dora, Florida**

ATTEST:

____________________________________

Jeanann Hand, Interim City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

____________________________________

Sherry G. Sutphen City Attorney

# EXHIBIT "A"
# City of Mount Dora
# Travel Policy

| CITY OF MOUNT DORA — POLICY MANUAL | Section: **Management & Budget** |
|---|---|
| | Subject: **Travel** |

| | |
|---|---|
| Responsible Dept.: Finance | Approved:______________________________ |
| Division Approval: _______________________ | Date:___________________________________ |

**Travel**

**Purpose**

This policy establishes a uniform method of approval, payment, and accounting for expenses incurred when employees travel for training or other business-related activities. It is intended to ensure that City funds are expended in a prudent and reasonable manner; and allows the City to maintain an accountable expense reimbursement plan consistent with IRS rules and regulations.

This policy applies to all authorized travel for City-related purposes to establish uniform rules by which Travelers shall request, report and be reimbursed for expenses incurred in connection with such authorized travel. This policy provides for economical and efficient travel in order to derive the greatest benefit from the trip at the most effective cost. It does not allow a Traveler to be financially enriched as a result of City-authorized travel nor does it require a Traveler to utilize his/her own funds as a result of City travel. Travelers are responsible for exercising good judgment in requesting, arranging, fulfilling, and documenting travel to mitigate costs to the City in accordance with the City's Public Purpose policy.

**General Provisions**

1. Travel may be authorized for purposes that include professional development, licensing or certification that ensure or improve the quality or cost-effectiveness of the services the City provides. Discretionary travel that is not required for a public purpose, such as attending degree-seeking classes or pursuing education for personal enrichment is specifically excluded.
2. Costs associated with travel must be available in the budget and meet a City business purpose.
3. This policy applies to employee travel. It does not apply to employees of companies which are performing contract work for the City and for which the agreement with the City governs the reimbursement of expenses, unless otherwise agreed.
4. Travel, whether by public transportation, privately-owned automobile, City-owned vehicle, or a for-hire conveyance, shall be over the most direct, practicable route. Any deviations from a direct route must be documented and approved in advance.
5. Travelers must use a City-issued credit card for travel unless there is a documented business reason why that is not possible. City-issued credit cards may have travel insurance provisions that may offset or avoid the City incurring costs if an accident were to occur on City business.
6. Travelers who make charges on City-issued credit cards for unapproved travel, or make unallowable charges as defined by this policy, will be required to reimburse the City for those charges. Any such unapproved charge will be investigated and the Traveler will be subject to disciplinary action up to and including termination.
7. Travel advances are not made.  A City-issued credit card may be issued to pay for all travel-related charges other than meals and tips.
8. A complete expense report with all receipts and required documentation should be completed within ten (10) business days of completing travel.

9. Receipts are required for all travel expenses except for items covered under the meals and incidentals allowance.
10. Exempt and non-exempt employees will be paid their regular rate of pay during travel if conducted during their regularly scheduled work day.
11. There are two standard categories of travel:
    - Local travel is travel conducted locally during the business day for a specific City activity such as purchasing supplies, attending meetings, performing inspections, etc., for which a Traveler may use their personally-owned vehicle when it is most time- and cost-efficient to the City and no City-owned vehicle is available. Reimbursement for local travel is limited to mileage at the standard IRS rate; no per diem applies.
    - Overnight travel is continuous travel of 24 hours, or more, away from official headquarters or the employee's residence, whichever is closer to the destination. Standard federal guidelines for non-taxable reimbursement of meals and incidentals apply.

**Approval Authority**

1. City Council Members must comply with all policies stated herein. City Council Members' travel expenditures are limited to no more than the amount contained in the current approved budget. Council Members' travel will be reviewed by the City Manager.
2. Department Directors shall approve all travel requests for employees in their respective department/division. Department Directors should evaluate the number of employees attending any one event for reasonableness.
3. The City Manager shall approve travel when one or more of the following conditions exist:
    - The Traveler is a Director or Department Head.
    - The total estimated cost of travel exceeds $2,000.
    - The period of travel or length of event requires an employee to be away from their City duties for a period greater than five (5) regularly-scheduled workdays.
    - Travel outside of Florida, including internationally.
    - Travel requests with a mileage reimbursement of more than 1,000 miles for the round trip.
    - Travel will require the use of a rental car.
    - Any other conditions the Finance Director may deem appropriate.

**Taxes:** The Traveler must provide the City's tax-exemption certificate to all vendors prior to payment for travel-related expenses, including lodging and all other legitimate expenditures as allowed by state law.

**Transportation:** All travel must be by the most reasonable direct route. If a person travels by an indirect route for his own convenience, any extra cost shall be borne by the Traveler.

Reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. If travel by the most direct route is not possible because of construction, detour, or other legitimate documented reasons, the claim for any additional cost will be reimbursed.

The most economical and efficient mode of transportation shall be used. Both travel costs and time will be considered. In addition, if multiple City employees are going to the same destination, then every effort must be made to carpool to the destination in a single vehicle. The use of City-owned vehicle is required when available. If an employee chooses to use their personal vehicle, when a City vehicle is available, neither mileage nor fuel will be reimbursed.

If an employee is approved to utilize his/her personal vehicle because no City vehicle is available, the employee will receive a reimbursement based on a rate per mile as designated by current IRS regulations.

Computation for all travel will be measured from City Hall, 510 Baker Street, or the employee's residence - whichever is closer to the destination - utilizing an internet locator tool.

Requests for reimbursement of Local travel must be submitted to Finance within 10 days of the month-end during which the travel occurred.

**Lodging:** The Traveler will make use of any discount, group or negotiated rates, when available. If the Traveler chooses alternate or extended accommodations, any cost over the documented negotiated rate and approved dates of travel status must be reimbursed to the City.

At no time will the City be responsible for any costs associated with a non-employee companion of the Traveler.

The Traveler will not be reimbursed for room charges (i.e., personal telephone calls, gratuities, pay television channels, room service).

Reimbursement shall be provided only for actual costs incurred. For example, lodging in a personal residence with meals provided at no cost to the employee is not reimbursable.

**Meals and Incidentals Allowance Rate (per diem):** Overnight Travelers will receive a meal and incidentals allowance consistent with IRS regulations. The term "incidentals" includes, but is not limited to, expenses for laundry, cleaning, and pressing of clothing, and fees and tips for services, such as porters and baggage carriers; however, in no event does "incidentals" include alcoholic beverages. The allowance will be used in lieu of reimbursement of actual expenses substantiated by receipts. The Traveler will be paid meals and incidentals for the locality of travel based on the U.S. General Services Administration Per Diem Rates for the destination zip code. These rates are updated annually. Receipts are not required.

The City does not reimburse meals included with the cost of an event (i.e., conference registrations or complimentary breakfast buffets included with lodging). Included meals will be deducted from the allowance payable to the Traveler. Continental breakfast, rolls, Danish, snacks, drinks or other small incidental food items provided by the registration shall not be considered a meal.

No gratuities will be reimbursed for donated or complimentary meals provided to a Traveler.

If incidental expenses are incurred during approved travel status (i.e. tolls, bus/taxi, parking fees, etc., for business-related purposes), or in the case of Hotel fees, such as resort fees, etc., are applied, these charges will be reimbursed by the City provided receipts are submitted to Finance within ten (10) days from the date of return. Any employee failing to provide receipts as set forth herein will not be reimbursed.

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

**DATE:** October 4, 2022

**TO:** Honorable Mayor and City Council Members

**FROM:** Patrick C. Comiskey, City Manager Patrick C. Comiskey

**SUBJECT:** Request Approval of Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services - Lincoln Avenue Pool Phase 2 (Faden)

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**Introduction:**

This is a request for City Council to approve the Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services - Lincoln Avenue Pool Phase 2 (Faden).

**Discussion:**

The Parks and Recreation Master Plan adopted by City Council in February 2019 identified the need for renovations at the Lincoln Avenue Community Pool within zero to two years. Phase I of the renovation took place following summer closure of the pool in 2020 and accomplished crucial updates, including new heaters and pumps, pool resurfacing and lights, and the addition of entrance steps, rails and a permanent chair lift for ADA accessibility. Since the completion of Phase I, there has been an increase in the pool's operational efficiency and aquatics programs are thriving.

City Council approved Resolution No. 2021-47 on May 4, 2021, authorizing the City to move forward with Phase II of the project. This second phase will involve the renovation of the locker/rest rooms to meet ADA accessibility requirements and health code standards, and the possible additions of a shade covering (which would also offer lightning protection), and a splash pad to replace the defunct children's pool.

A FRDAP grant totaling $200,000 for both phases of the renovation has been awarded, but grant funding cannot be collected until Phase 2 is complete.

Staff selected citywide Contractor Manager at Risk (CMAR) contractor Evergreen Construction to provide CMAR services on this project. As of September 13, 2022, Faden Builders, Inc. acquired Evergreen Construction Management, Inc. Faden Builders has presented a Guaranteed Maximum Price (GMP) totaling $984,180 for renovation of the locker/rest rooms to meet ADA accessibility requirements and health code standards, hardscape resurfacing and expansion, additions of a shade covering (which would also offer lightning protection), and a splash pad to replace the defunct children's pool. Construction is anticipated to take approximately four (4) months.

**Budget Impact:**

Funds for the Lincoln Avenue Pool Phase 2 project in the amount of $984,180 were appropriated within the FY2021-22 Capital Improvement Plan (CIP) budget in account no. 310-5555-580.63-01-PK2006.

**Strategic Impact:**

The Lincoln Avenue Pool Phase 2 project, including renovation of the locker rooms to meet ADA accessibility requirements and health code standards, and the addition of a splash pad to replace the underutilized baby pool, is consistent with the city's strategic goals to develop a parks and recreation system guided by the principles of the Parks and Recreation Master Plan, including investment in an equitable parks system.

**Recommendation:**

City Council approve the Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services - Lincoln Avenue Pool Phase 2.

**Attachment(s):**

1. 21-002 Lincoln Park Pool II Faden/Evergreen Task Authorization Citywide CMAR

| | | |
|---|---|---|
| Prepared by: | Merry Lovern , Executive Assistant | |
| Reviewed by: | Troy Shonk, Parks & Recreation Director | Approved - 9/13/2022 |
| | Jennifer Schwarz, Administrative Assistant | Approved - 9/13/2022 |
| | Chet Cramer, Project Manager | Approved - 9/14/2022 |
| | Aneta Barton, Budget Director | Approved - 9/15/2022 |
| | Sherry Sutphen, City Attorney | Approved - 9/15/2022 |
| | Jessica Burnham, City Clerk | Approved - 9/15/2022 |
| | Jeanann Hand, Interim City Clerk | Approved - 9/15/2022 |
| | Patrick Comiskey, City Manager | Final Approval - 9/15/2022 |

# CITY OF MOUNT DORA/CRA/Northeast CRA
# TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between Evergreen Construction Management, Inc., / Faden Builders, Inc. (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated April 7, 2020, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

**City Project Manager:**
Chet Cramer

**Construction Manager Contact:**
Todd Faden

**Project Name:**
Lincoln Avenue Pool - Phase 2

**Project Number:**
21-002

**NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERED TO THE CONSTRUCTION MANAGER.**

**SUMMARY OF WORK TO BE COMPLETED**

***Each Task Authorization package shall include:***

Exhibit A – Scope of Work
Exhibit B – Price/GMP Breakdown
Exhibit C – Basic Schedule
Exhibit D – Construction Team
Exhibit E – Construction Manager's Staff
Exhibit F – Sub-Contractors

**Recommended By:**
Print: ____________________
Signature: ____________________
Date: ____________________

**Reviewed By (if applicable):**
Print: ____________________
Signature: ____________________
Date: ____________________

| CONTRACTOR ACCEPTANCE | CITY APPROVAL |
|---|---|
| **Print Name:** Todd M. Faden | **Print Name:** |
| **Title:** President | **Title:** |
| **Signature:** Todd M Faden | **Signature:** |
| **Date:** September 14, 2022 | **Date:** |

EVERGREEN CONSTRUCTION

FADEN BUILDERS, INC

September 14, 2022

Mr. Chet Cramer
City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

RE: **Continuing Services Contract - Lincoln Park Phase II Renovation**
**Mount Dora, Florida**

**EXHIBIT A: SCOPE OF WORK**

Work includes the demolition of the interior of the pool building restrooms and reconstruction of all fixtures and finishes. The asphalt shingle roofing and skylights shall be removed and replaced and the building exterior painted. Additional improvements include conversion of the kiddie pool to a splash pad, construction of a freestanding, shade structure, replacement of the pool fencing, and other minor improvements. Several value engineering were accepted: 1) the pool will be shut down during construction, 2) use of an alternate pool equipment vendor, and 3) maple locker room benches in lieu of teak. See Evergreen / Faden letter of September 9, 2022 for list of qualifications.

**EXHIBIT B: PRICE/GMP**

| Item | Final GMP 09/09/2022 |
|---|---|
| General Conditions | 188,324 |
| Material Testing | 3,000 |
| Demolition | 32,650 |
| Concrete | 31,250 |
| Masonry | 9,010 |
| Metals | 3,620 |
| Rough Carpentry | 17,905 |
| Finish Carpentry | 24,101 |
| Stucco | 7,511 |
| Roofing & Skylights | 34,700 |
| Caulking and Waterproofing | 1,270 |
| Doors, Frames & Hardware | 10,671 |
| Glass & Glazing | 1,440 |
| Flooring | 28,985 |
| Painting | 11,600 |
| Epoxy Flooring | 20,000 |
| Specialties | 23,185 |
| Toilet Accessories | 25,780 |

**30941 Suneagle Drive, Mt. Dora, Florida 32757**

| | |
|---|---|
| Water Features | 318,500 |
| Plumbing | 85,600 |
| HVAC | 7,800 |
| Electrical | 37,337 |
| Earthwork | 9,500 |
| Site Amenities | 560 |
| Landscaping | 2,000 |
| Fencing & Gates | 37,921 |
| Subtotal Carried Forward | $974,220 |
| | |
| Shut Pool down during construction – performed in one phase. | |
| • Eliminate temporary shower / toilet facility | (40,000) |
| • Eliminate temporary pedestrian sidewalk | (3,000) |
| • Eliminate temporary access gate | (1,000) |
| | |
| Provide water feature equipment from Raindrop in lieu of Water Odyssey | (53,500) |
| | |
| Provide locker room benches from maple in lieu of teak | (12,200) |
| | |
| Subtotal | 864,520 |
| | |
| General Liability Insurance | 11,239 |
| Contingency at 5% | 43,788 |
| Contractor's Fee | 45,977 |
| Performance & Payment Bond | 9,656 |
| Building Permit | 9,000 |
| | |
| Revised GMP Total | $984,180 |

**EXHIBIT C: SCHEDULE**

Work is estimated to take 126 calendar days to complete once the permits are issued, long lead materials are processed, and a notice to proceed is recorded.

**EXHIBIT D: CONSTRUCTION TEAM**

Todd Faden (Faden Builders, Inc.)
Richard Charleson (Evergreen)

**EXHIBIT E: CONSTRUCTION MANAGER'S STAFF**

Project Manager: Shawn Howard
Project Superintendent: Rob Hamilton

**EXHIBIT F: PROPOSED SUBCONTRACTORS**

ABC Demolition
Velco Construction
Paverscape
Randolph Outdoors
Exterior Plaster Finishing
Eustis Roofing
Great Lakes Tile & Carpet
Paintworks & More
The Plumber
Greenway Electrical
Holiday Air Conditioning

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

---

**DATE:** **October 4, 2022**

**TO:** **Honorable Mayor and City Council Members**

**FROM:** **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

**SUBJECT:** Request Approval of Final Reading and Adoption of **Ordinance No. 2022-17**, Annexation for Green Wheat, LLC and Donnelly, LLC (1.14 Acres)

---

## Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2022-17.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

## Discussion:

Further annexation descriptions and details are contained in Attachment #1 (*Annexation Summary Report*). Final legal advertisements for the adoption hearing are included in Attachment #2. The applicant has petitioned the City for annexation for two parcels (1.14 acres) located on the east side of SR 44 and south of Meadenhall Boulevard. This action is for annexation only. The lands are eligible for annexation, contiguous to existing city limits adjacent to the south, east, north, and located within the City/County Joint Planning Agreement (JPA) boundary. The owner's intention is to construct a new single-family home on the Donnelly LLC parcel. The second parcel is developed with an existing single-family dwelling.

The sequence of events leading to the presentation to the City Council are as follows:

The City Council at their regularly scheduled meeting held on September 20, 2022, recommended approval of the First Reading of Ordinance No. 2022-17 and hold hearing for the Second Reading and Final adoption.

The Development Review Committee (DRC) on August 31, 2022, reviewed and recommended approval of the annexation request and recommended it to forward to the City Council.

**Budget Impact:**

Master Fee Schedule Resolution No. 2022-03 on January 18, 2022, waiving fees as an annexation incentive program. The annexation application fee of $2,000.00 has been waived.

**Strategic Impact:**

The City's annexation program is consistent with Growth Management Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits.

**Recommendation:**

City Council approve Final Reading of Ordinance No. 2022-17, Annexation for Green Wheat, LLC and Donnelly, LLC (1.14 Acres)

**Attachment(s):**

1. Attachment 1 Annexation Summary Report (ADA)
2. Attachment 2 Legal Advertisement Publications (ADA)
3. Ordinance No 2022-17 Green Wheat-Donnelly LLC (Final Reading).SGS
4. Exhibit A Property Depiction (Map)

| | | |
|---|---|---|
| Prepared by: | Vince Sandersfeld, Planning and Development Director | |
| Reviewed by: | Sherry Sutphen, City Attorney | Approved - 9/27/2022 |
| | Jessica Burnham, City Clerk | Approved - 9/27/2022 |
| | Jeanann Hand, Interim City Clerk | Approved - 9/27/2022 |
| | Patrick Comiskey, City Manager | Final Approval - 9/27/2022 |

CITY OF MOUNT DORA

**Planning and Development**
**510 N. Baker St.**
**Mount Dora, FL 32757**
**352-735-7113**
**plandev@cityofmountdora.com**

# ANNEXATION SUMMARY REPORT
## GREEN WHEAT, LLC AND DONNELLY, LLC
## 1.14 ACRES

**Report Date:**
September 20, 2022

**Reference/Support:**
Section 1.3, *LDC*
Chapter 171, *Florida Statutes*
Mount Dora and Lake County Joint Planning Agreement (JPA)

**Background:**

| | | | |
|---|---|---|---|
| Applicant: | Benjamin L. Champion | | |
| Alt. Keys & Site Area | Alt. Key | Acres | Owner |
| Owners: | 2569476 | 0.47 acre | Green Wheat, LLC |
| | 3929583 | 0.67 acre | Donnelly, LLC |
| | **TOTAL** | **1.14 Acres** | |
| Existing Use: | Single-Family Home (Green Wheat, LLC)<br>Vacant Land (Donnelly, LLC) | | |
| Proposed Use: | Single-Family Residential | | |
| Future Land Use: | County Urban Low Density (4 du/ac) | | |
| Proposed FLU: | City Low-Medium Density (4 du/ac) | | |
| Current Zoning: | County Agricultural | | |
| Proposed Zoning: | City R-1A | | |
| City Council District: | Four (4) | | |
| JPA: | Yes | | |

**Surrounding Property Table:**

| Direction | Jurisdiction | Future Land Use | Zoning District(s) | Existing Use(s) | Comments |
|---|---|---|---|---|---|
| North | County | Low Density | R-1 | Community Facility District | Lighthouse Baptist Church |
| South | City | Medium Density | R-1A | Vacant Tract | Loch Levan Phase 1 |
| East | City | Medium Density | R-1A | Residential | Loch Levan Phase 1 |
| West | City | NA | NA | Right-of-Way | State Road 44 |

**Analysis:**

The Applicant has submitted an application to annex two properties totaling 1.14 acres in the City of Mount Dora. The properties are contiguous and were split via a deed dated January 18, 2022 (recorded in O.R. Book 5879, Page 64, Lake County Public Records). The subject property is located State Road 44, approximately one mile north of U.S. Highway 441. The property borders the Lighthouse Baptist Church and Phase 1 of the Loch Levan Subdivision.

One parcel is developed with a single family dwelling unit (Alt Key #2569476) and the other property is vacant lands (Alt Key #3929583). The existing residence presently utilizes a private well and septic system but utilities are available to both properties. Pursuant to Lake County's regulations, the properties are zoned Agriculture and are part of the Urban Low Density future land use category. Prior to developing or redeveloping either property, the owner will need to apply for a land use map amendment and rezoning application to designate the property with a City zoning district and City land use category. Staff would recommend the Low-Medium Density land use category and the R-1A zoning district. No land use or rezoning applications has been filed as of this date. The Applicant has not indicated whether or not they have any development plans for the properties.

The subject property is contiguous to the City limits on three sides and eligible for annexation.

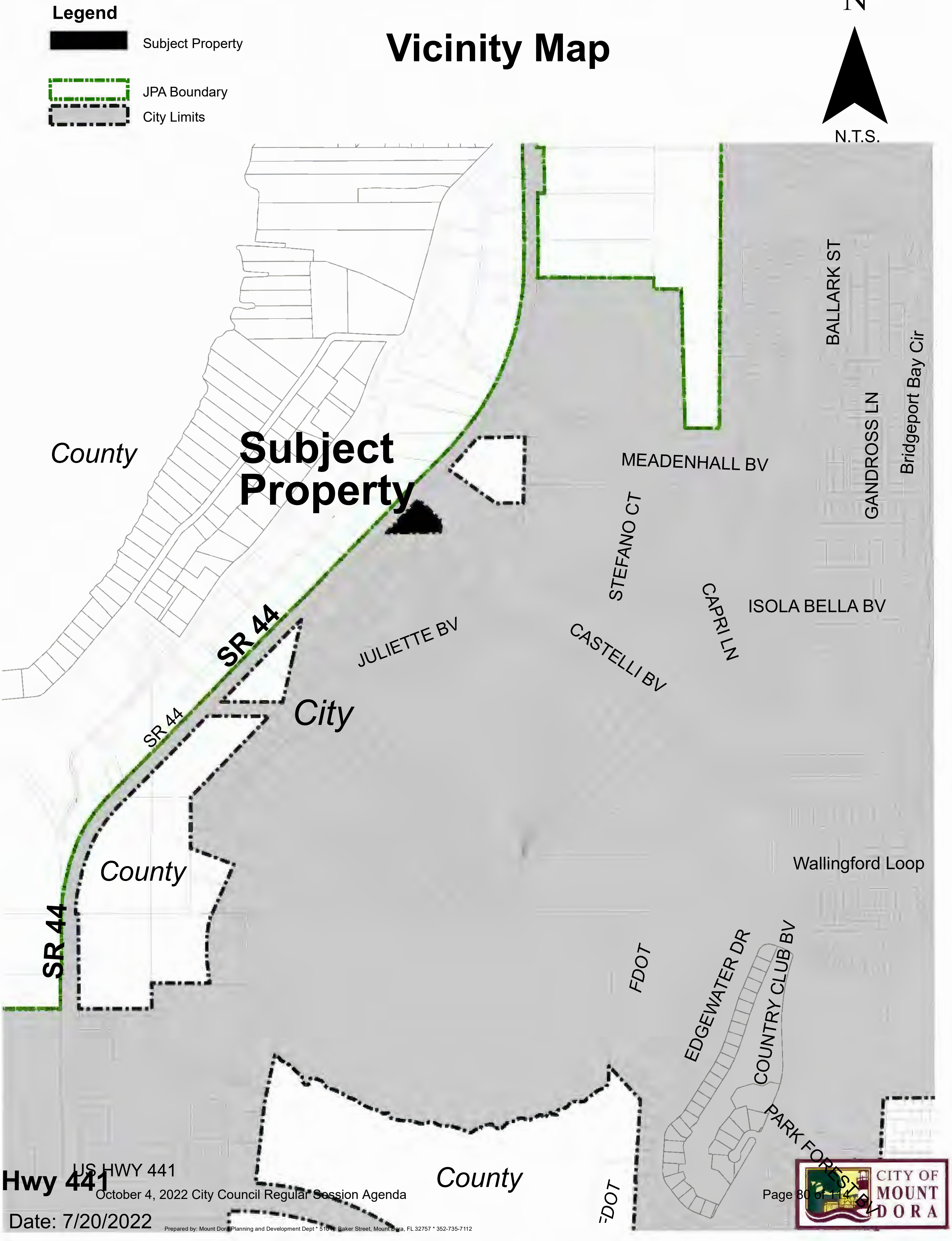
**Notification:**

JPA Notice to Lake County: May 19, 2022
Notice to Lake County BCC [Ch. 171.044(6) F.S]: September 6, 2022
Ordinance Enactment Legal Ad: September 9, 2022
Non-Legal Ad (1): September 9, 2022
Non-Legal Ad (2): September 23, 2022
Notice after adoption per 171.044(3) F.S.: Date to be scheduled

**Public Hearing Schedule:**

DRC: August 31, 2022
City Council 1st Reading: September 20, 2022
City Council 2nd Reading/Adoption: October 4, 2022

# Vicinity Map




Date: 7/20/2022

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

CITY OF MOUNT DORA

CITY OF MOUNT DORA

ANNX22-05

RECEIVED JUL - 5 2022

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

# VOLUNTARY ANNEXATION APPLICATION

Date : 07/04/2022

1. Applicant's Name: Ben Champion

   Company's Name: Green Wheat LLC

   Address: 15012 Colley Dr

   City, State & Zip: Tavares FL 32778

   Phone: 407-687-4314 E-mail: ben@championwealth.com

2. Owner's Name: Ben Champion

   Company's Name: Green Wheat LLC

   Address: 15012 Colley Dr

   City, State & Zip: Tavares FL 32778

   Phone: 407-687-4314 E-mail: ben@championwealth.com

3. The property generally located (list adjacent streets): Between Augustus Ln (Loch Leven Sub) and Meadenhall Blvd on SR44 (formerly CR44B)

4. The address(s) of the property: 18514 SR44, Eustis FL

5. Alt Key(s): 2569476

6. Size of property in Acres: .670 Square Feet: 29,185

7. Does property have, or will it have City Water and Sewer?

   Will connect to City Water and Sewer if required

8. Does property have, or will it have Well or Septic Tank?
Currently has well and septic

9. Current Zoning District (County): Agricultural

10. Future Land Use Category (County): Urban Low Density

11. Requested Zoning District (City): R-1A Single Family Residential

12. Requested Future Land Use Category (City): Medium Density Residential

13. Present use and structures on the property (list number of residential dwelling units):
1 Single Family Residential Home
1 Barn

## CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

For Green Wheat LLC
Benjamin L. Champion, Manager
Owner(s) of Record Signature(s) Green Wheat Management LLC Manager

Date 7/4/2022

ANNX22-04

CITY OF MOUNT DORA

RECEIVED JUL - 5 2022

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

# VOLUNTARY ANNEXATION APPLICATION

Date : 07/04/2022

1. Applicant's Name: Ben Champion

   Company's Name: Donnelly LLC

   Address: 15012 Colley Dr

   City, State & Zip: Tavares FL 32778

   Phone: 407-687-4314 E-mail: ben@championwealth.com

2. Owner's Name: Ben Champion

   Company's Name: Donnelly LLC

   Address: 15012 Colley Dr

   City, State & Zip: Tavares FL 32778

   Phone: 407-687-4314 E-mail: ben@championwealth.com

3. The property generally located (list adjacent streets): Between Augustus Ln (Loch Leven Sub) and Meadenhall Blvd on SR44 (formerly CR44B)

4. The address(s) of the property: N/A vacant land

5. Alt Key(s): 3929583

6. Size of property in Acres: .471 acres Square Feet: 20,517

7. Does property have, or will it have City Water and Sewer?

   will connect to city water and sewer if available

8. Does property have, or will it have Well or Septic Tank?
Property has no well or septic

9. Current Zoning District (County): Agricultural

10. Future Land Use Category (County): Urban Low

11. Requested Zoning District (City): R-1A Single Family Residential

12. Requested Future Land Use Category (City): Medium Density Residential

13. Present use and structures on the property (list number of residential dwelling units):
None

## CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

For Donnelly LLC
Benjamin L. Champion, Manager
**Owner(s) of Record Signature(s)** Green Wheat Management LLC Manager

7/4/2022
**Date**

# BOUNDARY SURVEY

## LEGAL DESCRIPTION :

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS :

COMMENCE AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2 SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER SAID GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90°00'00" W 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD AND CAP PSM #5795 AND POINT OF BEGINNING; THENCE N 05°07'28" E 72.65' TO A SET 5/8" IRON ROD AND CAP PSM #5795; THENCE N 44°54'50" W 113.44' TO A SET 5/8" IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE S 45°13'16" W 216.77' TO A FOUND 1.5" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2; THENCE N 90°00'00" E, AS A BASE OF BEARING, 227.47' TO THE POINT OF BEGINNING SAID LAND CONTAINING 0.471 ACRES

1" = 30'

THIS SURVEY IS CERTIFIED TO :

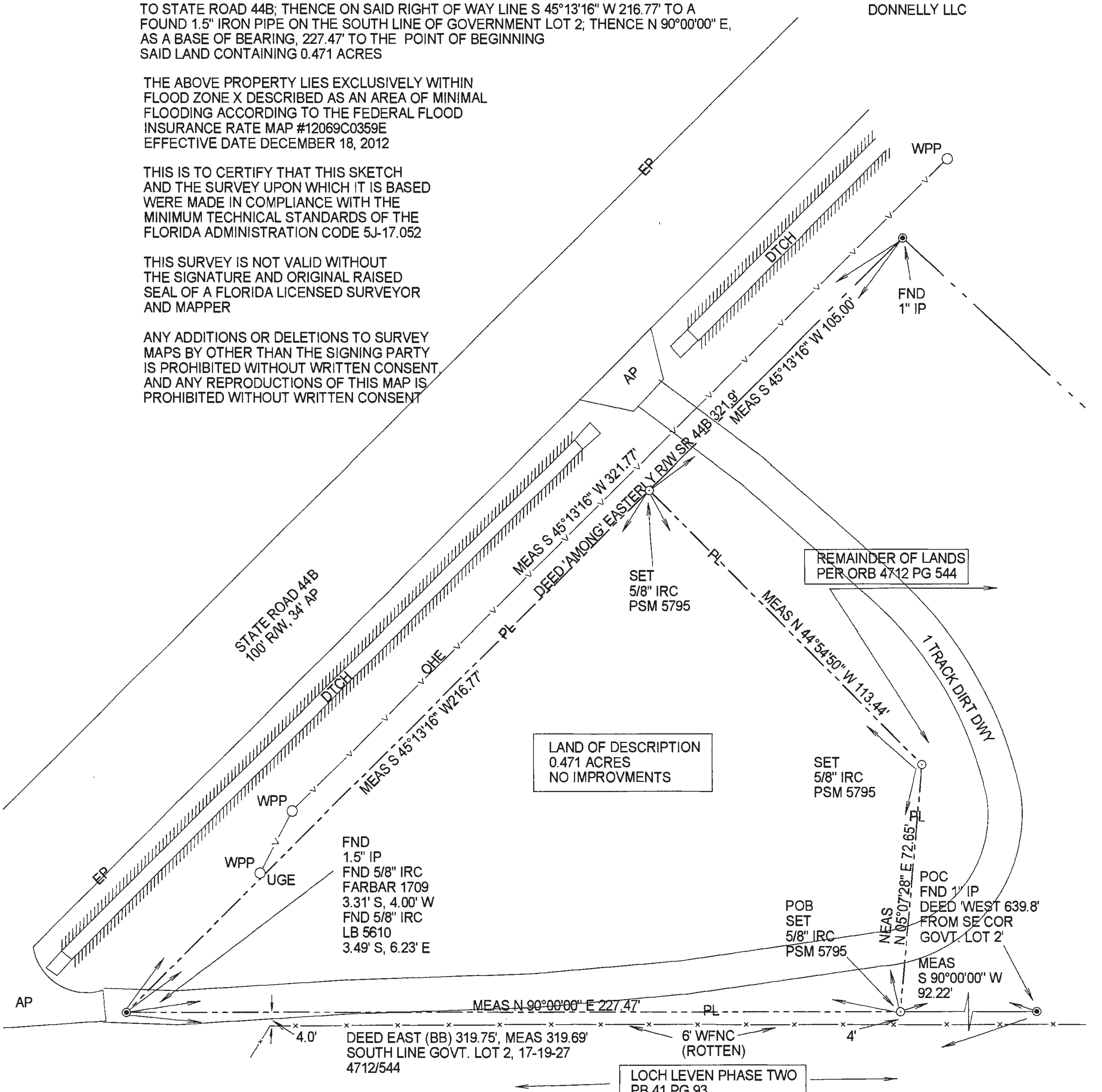
DONNELLY LLC

THE ABOVE PROPERTY LIES EXCLUSIVELY WITHIN FLOOD ZONE X DESCRIBED AS AN AREA OF MINIMAL FLOODING ACCORDING TO THE FEDERAL FLOOD INSURANCE RATE MAP #12069C0359E EFFECTIVE DATE DECEMBER 18, 2012

THIS IS TO CERTIFY THAT THIS SKETCH AND THE SURVEY UPON WHICH IT IS BASED WERE MADE IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA ADMINISTRATION CODE 5J-17.052

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ANY ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT, AND ANY REPRODUCTIONS OF THIS MAP IS PROHIBITED WITHOUT WRITTEN CONSENT




## SURVEY NOTES

1) SUBJECT TO ALL RESTRICTIONS EASEMENTS AND RIGHT OF WAY OF RECORD
2) UNDERGROUND ENCROCHMENTS NOT LOCATED
3) BEARINGS ARE BASED UPON THE SOUTH LINE OF GOVERNMENT LOT 2 AS BEING EAST ACCORDING TO DEED
4) THIS SURVEY WAS CONDUCTED WITHOUT THE BENIFIT OF A TITLE SEARCH, THE DESCRIPTION WAS PROVIDED BY THE CLIENT
5) FLOOD ZONE DEPICTIONS ARE EXTRAPOLATED FROM FEMA FLOOD MAPS AND DO NOT CONSTITUTE A SURVEY

DATE OF SURVEY : JUNE, 2022
DATE OF DRAWING : 6-25-22
FIELD BOOK 216 PAGE 2-11

ALL TERRAIN SURVEYING AND MAPPING LLC
LICENSED BUSINESS NUMBER #8412
STATE OF FLORIDA

LEGEND OF ABBREVIATIONS

| | |
|---|---|
| AP=ASPHALT PAVEMENT | OHE=OVERHEAD ELECTRIC |
| BB=BASE OF BEARING | ORB=OFFICIAL RECORD BOOK |
| DTCH=DITCH | PL=PROPERTY LINE |
| EP=EDGE OF PAVEMENT | POB=POINT OF BEGINNING |
| FND=FOUND | POC=POINT OF COMMENCEMENT |
| GOVT=GOVERNMENT | PSM= PROFESSIONAL SURVEYOR AND MAPPER |
| IR=IRON ROD | PG=PAGE |
| IRC=IRON ROD WITH PLASTIC SURVEY CAP | R / W=RIGHT OF WAY |
| IP=IRON PIPE | UGE=UNDERGROUND ELECTRIC |
| LB=LICENSED BUSINESS | WFNC=WOOD FENCE |
| MEAS=MEASURE | WPP=WOOD POWER POLE |

SURVEYED AND DRAFTED BY
TOM SLATER PROFESSIONAL SURVEYOR
AND MAPPER #5795 STATE OF FLORIDA
41742 LOCUST STREET
EUSTIS, FLORIDA 32736
OFFICE (352)483-1300
CELL (352)602-9650
EMAIL : cassia5795@yahoo.com

Tom Slater
6-27-22

ATTACHMENT #1

# BOUNDARY SURVEY

## LEGAL DESCRIPTION :

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK4712 PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS :

COMMENCE AND BEGIN AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER OF GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90°00'00" W, AS A BASE OF BEARING 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD AND CAP PSM #5795; THENCE N 05°07'28" E 72.65' TO A SET 5/8" IRON ROD AND CAP PSM #5795; THENCE N 44°54'50" W 113.44' TO A SET 5/8" IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE N 45°13'16" E 105.00' TO A FOUND 1" IRON PIPE; THENCE S 47°04'51" E 214.18' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE S 04°59'54" W 81.20' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE N 89°54'31" W 58.49' TO THE 1" IRON PIPE AT THE POINT OF COMMENCEMENT/POINT OF BEGINNING .
SAID LAND CONTAINING 0.670 ACRES .

1" = 30'

THIS SURVEY IS CERTIFIED TO :

GREEN WHEAT, LLC

THIS IS TO CERTIFY THAT THIS SKETCH AND THE SURVEY UPON WHICH IT IS BASED WERE MADE IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA ADMINISTRATION CODE 5J-17.052

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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THE ABOVE PROPERTY LIES EXCLUSIVELY WITHIN FLOOD ZONE X DESCRIBED AS AN AREA OF MINIMAL FLOODING ACCORDING TO THE FEDERAL FLOOD INSURANCE RATE MAP #12069C0359E EFFECTIVE DATE DECEMBER 18, 2012

LEGEND OF ABBREVIATIONS

| | |
|---|---|
| AP=ASPHALT PAVEMENT | LP=LIGHT POLE |
| AC=AIR CONDITIONER | MEAS=MEASURE |
| BB=BASE OF BEARING | OHE=OVERHEAD ELECTRIC |
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| DTCH=DITCH | PSM= PROFESSIONAL SURVEYOR AND MAPPER |
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| FND=FOUND | PB=PLAT BOOK |
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| IR=IRON ROD | STY=STORY |
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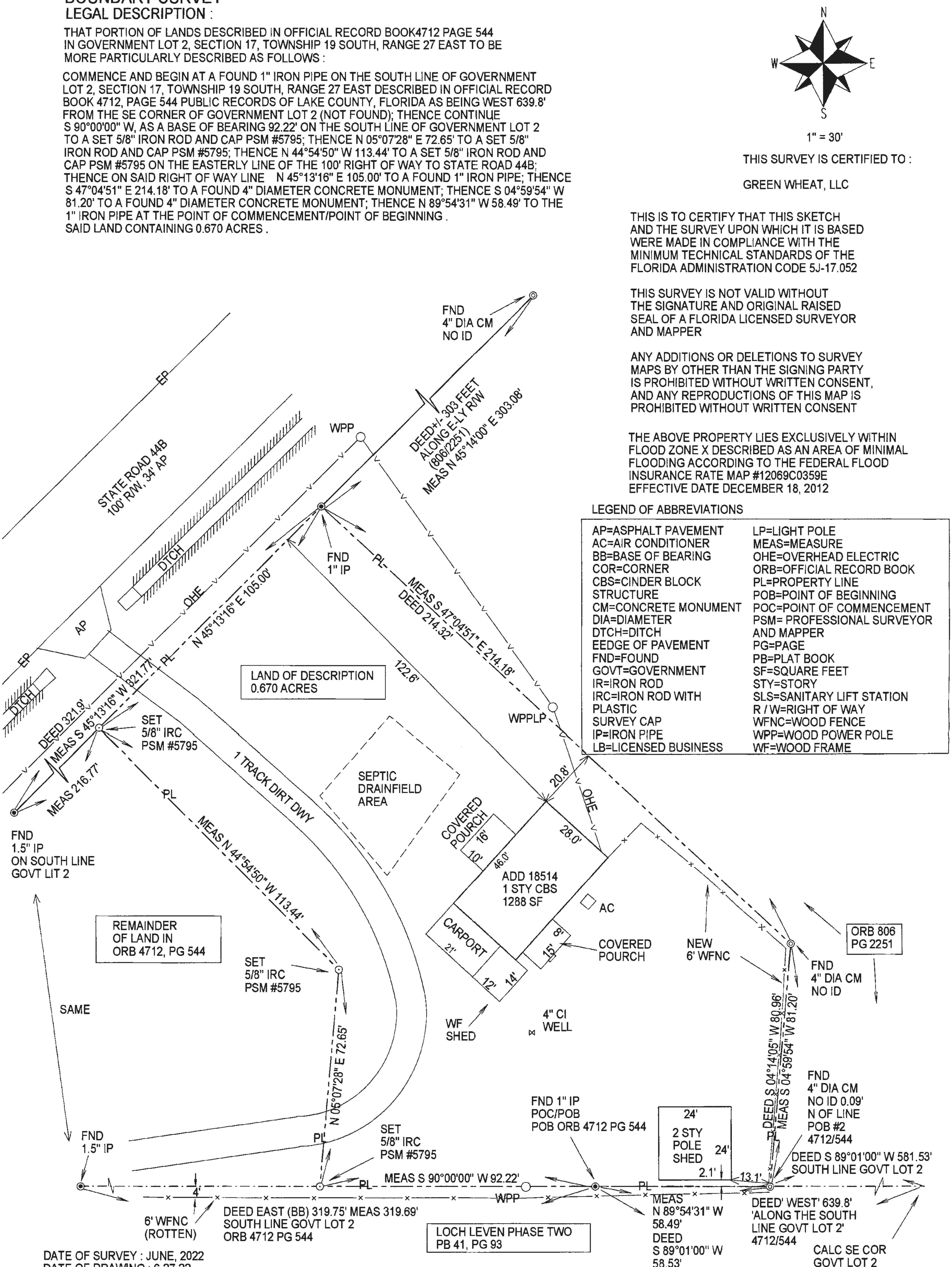
| IP=IRON PIPE | R / W=RIGHT OF WAY |
| LB=LICENSED BUSINESS | WFNC=WOOD FENCE |
| | WPP=WOOD POWER POLE |
| | WF=WOOD FRAME |




DATE OF SURVEY : JUNE, 2022
DATE OF DRAWING : 6-27-22
FIELD BOOK 216 PAGE 2-11

ALL TERRAIN SURVEYING AND MAPPING LLC
LICENSED BUSINESS NUMBER #8412
STATE OF FLORIDA

SURVEYED AND DRAFTED BY
TOM SLATER PROFESSIONAL SURVEYOR AND MAPPER #5795 STATE OF FLORIDA
41742 LOCUST STREET
EUSTIS, FLORIDA 32736
OFFICE (352)483-1300
CELL (352)602-9650
EMAIL : cassia5795@yahoo.com

## SURVEY NOTES

1) SUBJECT TO ALL RESTRICTIONS EASEMENTS AND RIGHT OF WAY OF RECORD
2) UNDERGROUND ENCROCHMENTS NOT LOCATED
3) BEARINGS ARE BASED UPON THE SOUTH LINE OF GOVERNMENT LOT 2 AS BEING EAST ACCORDIND TO DEED WHICH IS PATENTLY AMBIGUOUS IN REGARDS TO CALLING FOR THE SAME LINE AS BEING S 89°01'00" W RECORDED IN OFFICIAL RECORD BOOK 4712, PAGE 544
4) THIS SURVEY WAS CONDUCTED WITHOUT THE BENIFIT OF A TITLE SEARCH, THE DESCRIPTION WAS PROVIDED BY THE CLIENT
5) FLOOD ZONE DEPICTIONS ARE EXTRAPOLATED FROM FEMA FLOOD MAPS AND DO NOT CONSTITUTE A SURVEY

Tom Slater
6-27-22

# ATTACHMENT #1


July 6, 2022

1:1,000

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

**pointLayer**

Override 1

**polygonLayer**

Override 1

Street Names

Local Streets

Subdivision Lot Numbers

Building Footprints

Address Locations

Property Name

Tax Parcels Alternate Key

Tax Parcels

Township/Range Grid

Lake County Property Appraiser
Lake BCC



Lake County Board of County Commissioners

# PROPERTY RECORD CARD

## General Information

| | | | |
|---|---|---|---|
| **Name:** | DONNELLY LLC | **Alternate Key:** | 3929583 |
| **Mailing Address:** | 15012 COLLEY DR TAVARES, FL 32778 Update Mailing Address | **Parcel Number:** | 17-19-27-0002-000-09000 |
| | | **Millage Group and City:** | 0002 Unincorporated |
| | | **2021 Total Certified Millage Rate:** | 13.7509 |
| | | **Trash/Recycling/Water/Info:** | My Public Services Map |
| **Property Location:** | STATE ROAD 44 EUSTIS FL, 32736 Update Property Location | **Property Name:** | -- Submit Property Name |
| | | **School Information:** | School Locator & Bus Stop Map School Boundary Maps |
| **Property Description:** | FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 SECTION 17 TOWNSHIP 19 SOUTH RANGE 27 EAST THENCE ON THE SOUTH LINE OF SAID GOVERNMENT LOT 2 SOUTH 89-01-00 WEST 732.17 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-01-00 WEST 227.38 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 44B, THENCE NORTH 44-15-32 EAST 217.44 FEET, SOUTH 45-44-28 EAST 113.19 FEET SOUTH 04-17-50 WEST 73.04 FEET TO THE POINT OF BEGINNING ORB 5879 PG 64 | | |

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

## Land Data

| Line | Land Use | Frontage | Depth | Notes | No. Units | Type | Class Value | Land Value |
|---|---|---|---|---|---|---|---|---|
| 1 | VACANT RESIDENTIAL (0000) | 0 | 0 | | 1.000 | Lot | $0.00 | $40,000.00 |

Click here for Zoning Info    FEMA Flood Map

## Sales History

**NOTE:** This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name.

| Book/Page | Sale Date | Instrument | Qualified/Unqualified | Vacant/Improved | Sale Price |
|---|---|---|---|---|---|
| 5879 / 64 | 01/2022 | Warranty Deed | Unqualified | Vacant | $100.00 |

*Click here to search for mortgages, liens, and other legal documents.*

## Values and Estimated Ad Valorem Taxes

**Values shown below are 2022 WORKING VALUES.**
The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

**There is no tax information to display.**

INSTRUMENT#: 2022008112 OR BK 5879 PG 64 PAGES: 3 1/18/2022 12:49:08 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $27.00 DEED DOC:$0.70

This instrument prepared by
and please return to:

Name: Benjamin L. Champion (1)
15012 Colley Dr (2)
Tavares FL 32778 (3)
________________ (4)

Rec. $________________ (5)
Doc. St. $________________ (6)

Property Appraiser's Parcel
Identification No. N/A (7)

## WARRANTY DEED

Individual
(STATUTORY FORM-SECTION 689.02, F.S.)

THIS INDENTURE, made this (8) 18th day of (9) January, (10) 2022, between (11) Green Wheat LLC, (12) ________, of the County of Lake, State of Florida, Grantor, and (13) Donnelly LLC, (14) ________ whose post office address is (15) 15012 Colley Dr Tavares FL 32778 of the County of Lake, State of Florida, Grantee.

Witnesseth, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

(16) Legal Description: See Attached Exhibit A

**SUBJECT TO:**

1. Ad valorem real property taxes for (17) 20 22 and subsequent years.
2. (18)

and Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

**IN WITNESS WHEREOF,** Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence witnesses:

Signature/Witness #1

Michele Hawk
Printed Name/Witness #1

Signature/Witness #2

John Thompson
Printed Name/Witness #2

For Green Wheat LLC

GRANTOR SIGNATURE
(19) Benjamin L. Champion, Manager Green Wheat Management LLC
(20) Address: 15012 Volley Dr
Tavares FL 32778

N/A
ADDTIONAL GRANTOR SIGNATURE
(21)
(22) Address:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of January, 2022 by Benjamin Champion and N/A.

State of Florida
County of Lake

NOTARY PUBLIC STATE OF FLORIDA
MICHELE HAWK
Commission # HH 059159
Expires November 2, 2024
Bonded Thru Budget Notary Services

Notary Public, State of Florida

Michele Hawk
(Print, Type, or Stamp Commissioned Name of Notary Public)

My commission expires: 11/02/2024

Personally Known____
OR Produced Identification X
Type of Identification Produced: FL DL

WARRANTY DEED
LAKE COUNTY LAW LIBRARY

Exhibit A

COMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE ON THE SOUTH LINE OF SAID GOVERNMENT LOT 2 S 89°01'00" W 732.17' TO THE POINT OF BEGINNING, THENCE CONTINUE S 89°01'00" W 227.38' TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 44 B, THENCE ON SAID RIGHT OF WAY N 44°15'32" E 217.44', THENCE S 45°44'28" E 113.19', THENCE S 04°17'50" W 73 04' TO THE POINT OF BEGINNING .
SAID LAND CONTAINING 0.472 ACRES .

# PROPERTY RECORD CARD

## General Information

| | | | |
|---|---|---|---|
| **Name:** | GREEN WHEAT LLC | **Alternate Key:** | 2569476 |
| **Mailing Address:** | 15012 COLLEY DR<br>TAVARES, FL<br>32778<br>*Update Mailing Address* | **Parcel Number:** | 17-19-27-0001-000-00119 |
| | | **Millage Group and City:** | 0002 Unincorporated |
| | | **2021 Total Certified Millage Rate:** | 13.7509 |
| | | **Trash/Recycling/Water/Info:** | *My Public Services Map* |
| **Property Location:** | 18514 STATE ROAD 44<br>EUSTIS FL, 32736<br>*Update Property Location* | **Property Name:** | --<br>*Submit Property Name* |
| | | **School Information:** | *School Locator & Bus Stop Map*<br>*School Boundary Maps* |
| **Property Description:** | FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 SECTION 17 TOWNSHIP 19 SOUTH RANGE 27 EAST THENCE ON THE SOUTH LINE OF SAID GOVERNMENT LOT 2 SOUTH 89-01-00 WEST 581.53 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-01-00 WEST 150.64 FEET, NORTH 04-17-50 EAST 73.04 FEET, NORTH 45-44-28 WEST 113.19 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 44B & POINT A, RETURN TO THE POINT OF BEGINNING, RUN THENCE NORTH 04-17-50 EAST 80.96 FEET, NORTH 47-53-25 WEST 214.32 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 44B, SOUTHWESTERLY ALONG RIGHT OF WAY LINE TO POINT A ORB 4712 PG 544 | | |

NOTE This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description

## Land Data

| Line | Land Use | Frontage | Depth | Notes | No. Units | Type | Class Value | Land Value |
|---|---|---|---|---|---|---|---|---|
| 2 | SINGLE FAMILY (0100) | 0 | 0 | .67AC | 1.000 | Lot | $0.00 | $40,000.00 |

**Click here for Zoning Info** **FEMA Flood Map**

## Residential Building(s)

### Building 1

| Residential | Building Value: $67,296.00 | | |
|---|---|---|---|
| **Summary** | | | |
| Year Built: 1968 | Total Living Area: 1288 | Central A/C: Yes | Attached Garage: No |
| Bedrooms: 3 | Full Bathrooms: 2 | Half Bathrooms: 0 | Fireplaces: 0 |

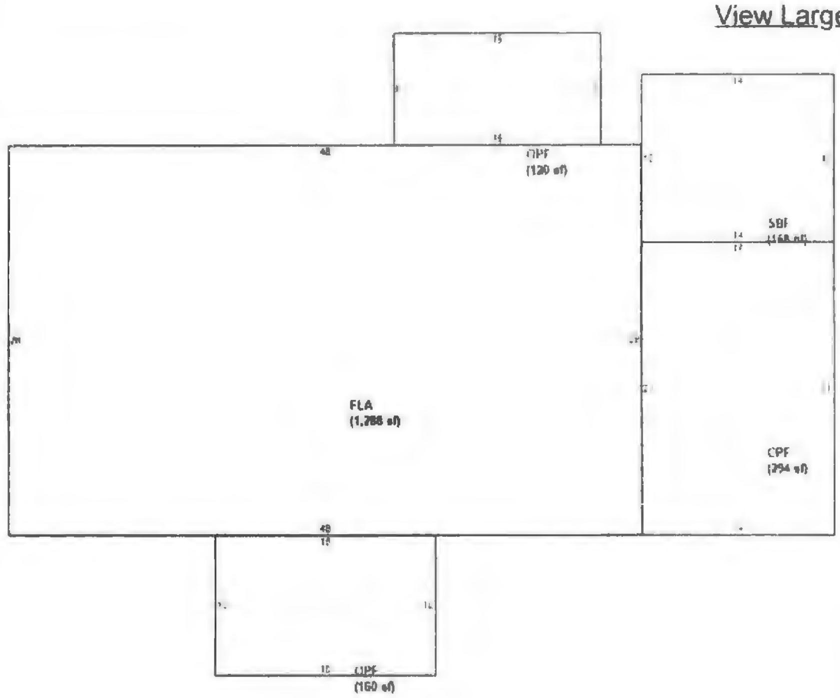
*Incorrect Bedroom, Bath, or other information?*

**Section(s)**

| Section Type | Ext. Wall Type | No. Stories | Floor Area |
|---|---|---|---|
| CARPORT FINISHED (CPF) | | 1.00 | 294 |
| FINISHED LIVING AREA (FLA) | Block (02) | 1.00 | 1288 |

| | | |
|---|---|---|
| OPEN PORCH FINISHED (OPF) | 1.00 | 280 |
| UTILITY STORAGE FINISHED BLOCK (SBF) | 1.00 | 168 |

View Larger / Print / Save




## Miscellaneous Improvements

| No. | Type | No. Units | Unit Type | Year | Depreciated Value |
|---|---|---|---|---|---|
| 1 | UTILITY BLDG UNFINISHED (UBU1) | 120 | SF | 1968 | $192.00 |
| 2 | CARPORT/POLE SHED UNFINISHED (UCP1) | 576 | SF | 1989 | $691.00 |

## Sales History

**NOTE:** This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name.

| Book/Page | Sale Date | Instrument | Qualified/Unqualified | Vacant/Improved | Sale Price |
|---|---|---|---|---|---|
| 4712 / 544 | 11/2015 | Warranty Deed | Unqualified | Improved | $90,200.00 |
| 4648 / 1613 | 06/2015 | Certificate of Title | Unqualified | Improved | $100.00 |
| 3573 / 1130 | 01/2008 | Quit Claim Deed | Unqualified | Improved | $100.00 |
| 2582 / 82 | 05/2004 | Quit Claim Deed | Unqualified | Improved | $0.00 |
| 850 / 2053 | 08/1985 | Quit Claim Deed | Unqualified | Improved | $1.00 |
| 850 / 2052 | 08/1985 | Quit Claim Deed | Unqualified | Improved | $1.00 |

*Click here to search for mortgages, liens, and other legal documents.*

## Values and Estimated Ad Valorem Taxes

**Values shown below are 2022 WORKING VALUES.**

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

| Tax Authority | Market Value | Assessed Value | Taxable Value | Millage | Estimated Taxes |
|---|---|---|---|---|---|
| LAKE COUNTY BCC GENERAL FUND | $108,179 | $40,590 | $40,590 | 5.0529 | $205.10 |
| SCHOOL BOARD STATE | $108,179 | $108,179 | $108,179 | 3.5940 | $388.80 |
| SCHOOL BOARD LOCAL | $108,179 | $108,179 | $108,179 | 2.9980 | $324.32 |
| LAKE COUNTY WATER AUTHORITY | $108,179 | $40,590 | $40,590 | 0.3229 | $13.11 |
| NORTH LAKE HOSPITAL DIST | $108,179 | $40,590 | $40,590 | 0.0000 | $0.00 |
| ST JOHNS RIVER FL WATER MGMT DIST | $108,179 | $40,590 | $40,590 | 0.2189 | $8.89 |
| LAKE COUNTY MSTU STORMWATER | $108,179 | $40,590 | $40,590 | 0.4957 | $20.12 |
| LAKE COUNTY MSTU AMBULANCE | $108,179 | $40,590 | $40,590 | 0.4629 | $18.79 |
| LAKE COUNTY VOTED DEBT SERVICE | $108,179 | $40,590 | $40,590 | 0.0918 | $3.73 |
| LAKE COUNTY MSTU FIRE | $108,179 | $40,590 | $40,590 | 0.5138 | $20.86 |
| | | | | **Total:** 13.7509 | **Total:** $1,003.72 |

**NOTE:** Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.


Property data last updated on March 21 2022
**Site Notice**

ATTACHMENT #1

INSTRUMENT#: 2015130350 OR BK 4712 PG 544 PAGES: 2 12/2/2015 1:24:42 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $18.50 DEED DOC:$631.40

Prepared by and Return to:
Bay National Title Company
Jonathon D. Angerosa
13577 Feather Sound Drive, Ste 250
Clearwater, FL 33762

File #: GRC-36164

Parcel ID #: 17-19-27-000100000119

For official use by Clerk's office only

# SPECIAL WARRANTY DEED

(Corporate Seller)

THIS INDENTURE, made this 11/21 2015, between **U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust**, with a mailing address of 6031 Connection Drive, Irving, TX 75039, party of the first part, and **Green Wheat LLC**, a Florida limited liability company whose mailing address is 1502 N. Donnelly Street, Suite 105, Mount Dora, FL 32757, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, towit:

**FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 2, 639.8 FEET, FOR A POINT OF BEGINNING; RUN THENCE NORTH 25 DEGREES 09 MINUTES EAST 108.4 FEET; THENCE NORTH 47 DEGREES 57 MINUTES WEST 189.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 44B; RUN THENCE SOUTHWESTERLY AMONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 44B, 321.9 FEET TO THE SOUTH LINE OF GOVERNMENT LOT 2; RUN THENCE EAST 319.75 FEET TO THE POINT OF BEGINNING. AND FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 89 DEGREES 01 MINUTE 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 581.53 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE SOUTH 89 DEGREES 01 MINUTE 00 SECONDS WEST ALONG SAID SOUTH LINE GOVERNMENT LOT 2 A DISTANCE OF 58.27 FEET; THENCE NORTH 25 DEGREES 09 MINUTES 00 SECONDS EAST 108.40 FEET; THENCE SOUTH 47 DEGREES 57 MINUTES 00 SECONDS EAST 24.47 FEET; THENCE SOUTH 4 DEGREES 14 MINUTE 05 SECONDS WEST 80.96 FEET TO THE POINT OF BEGINNING.**

**More commonly known as: 18514 State Road 44, Eustis, FL 32736**

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/and restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land

This document is being executed by virtue of a Power of
Attorney recorded on 10/24/14, in OR BK 18566, PG
2224 of the official records of Pinellas County, Florida

and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on 11/2/15 2015.

**Signed, sealed and delivered in the presence of:**

**Witness signature**

Schakira Hernandez

**Print witness name**

Timothy J. Walter

**Witness signature**

**Print witness name**

**U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust by Caliber Home Loans, Inc. as Attorney in Fact**

**By:**

**Print Name:** Odette Hodges Authorized Signatory

Address: 6031 Connection Drive
Irving, TX 75039

(Corporate Seal)

State of Texas

County of Dallas

THE FOREGOING INSTRUMENT was acknowledged before me this 2 day of Nov 2015 by:

Odette Hodges who is the Authorized Signatory of **Caliber Home Loans, Inc. as Attorney in Fact for U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust** who is personally known to me or who has produced driver's license as identification.

Notary Public

Justin Boyd

Print Notary Name

My Commission Expires:

Notary Seal

JUSTIN BOYD
Notary Public, State of Texas
My Commission Expires
August 19, 2019

QUIT-CLAIM DEED 85 32739

RAMCO FORM 8

O.R. BOOK 850 PAGE 2053

REC 5.00
DOC .50

**This Quit-Claim Deed,** *Executed this* 30th *day of* August *, A. D. 19* 85 *, by*

Denise M. Wilson, the wife of George W. Wilson

*first party, to*

George W. Wilson, the husband of Denise M. Wilson,

*whose postoffice address is* Star Route 2, Box 478, Eustis, Florida 32726

*second party:*

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth,** *That the said first party, for and in consideration of the sum of* $ 10.00 *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* Lake *State of* Florida *, to wit:*

From the Southeast corner of Government Lot 2 in Section 17, Township 19 South, Range 27 East, Lake County, Florida, run thence South 89° 01' 00" West along the South line of said Government Lot 2 a distance of 581.53 feet for a Point of Beginning; continue thence South 89° 01' 00" West along said South line of Government Lot 2 a distance of 58.27 feet, thence North 25° 09' 00" East 108.40 feet, thence South 47° 57' 00" East 24.47 feet, thence South 04° 14' 05" West 80.96 feet to the Point of Beginning.

STATE OF FLORIDA DOCUMENTARY STAMP TAX SEP-5'85 00.50

SEP 5 3 23 PM '85

First Family

**To Have and to Hold** *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.*

**In Witness Whereof,** *The said first party has signed and sealed these presents the day and year first above written.*

*Signed, sealed and delivered in presence of:*

Mark A. Nach — Witness

Denise M Wilson (L.S.) DENISE M. WILSON

Susan M Dalton — Witness

(L.S.)

STATE OF FLORIDA,
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Denise M. Wilson

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of August A. D. 19 85.

Susan M Dalton

Notary Public, State of Florida at Large
My commission expires April 30, 1988

This instrument was prepared by:
JOHN I. MERRITT
of the law offices of
MERRITT and WATSON
1500 E. Orange Avenue
Eustis, Florida 32726

*This Instrument prepared by:*

*Address*

INSTRUMENT #2022092497
OR BK 5987 PG 232 - 234 (3 PGS)
DATE: 7/6/2022 3:36:11 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $27.00 DEED DOC $0.70

**Prepared by:**

Name Benjamin L. Champion

Address 15012 Colley Dr

Tavares FL 32778

STATE OF FLORIDA
COUNTY OF LAKE

Property Appraiser's Parcel ID No. 17-19-27-0002-000-09000

# DEED OF CORRECTION

**KNOW ALL MEN BY THESE PRESENTS THAT:**

That whereas Green Wheat LLC, a Florida Limited Liability Corporation located at 15012 Colley Dr, Tavares FL 32778, hereinafter referred to as Grantor, did, on or about the 18th day of January 2022, execute and deliver to Donnelly LLC, a Florida Limited Liability Corporation located at 15012 Colley Dr, Tavares FL 32778, hereinafter referred to as Grantee, a conveyance of the certain lands, situated in Lake County, Florida, and more particularly described in in that certain Warranty Deed recorded, on or about, January 18th, 2022; in Official Records of Lake County Book 5879 Pages 64 and 65 and incorporated herein by reference.

Whereas said conveyance contains a mutual mistake and was; and whereas, to prevent difficulties hereafter, it is appropriate to correct the record in this regard;

**NOW, THEREFORE,** the said Grantor, in consideration of the premises aforesaid and of One Dollar ($1.00) to them paid by Grantee, which is hereby acknowledged, hereby grant, bargain, sell, and convey unto the said Grantee all of the tract of land situated in the County of Lake, State of Florida, which is described in Exhibit "A" attached hereto.

**TO HAVE AND TO HOLD** the premises, described in said Exhibit "A" herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the Grantee, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This is a correction deed, given and accepted as such in substitution for such earlier said deed, and it shall be effectual as of and retroactive to such date. However, except as herein corrected, such prior deed shall remain in full force and effect.

**IN WITNESS WHEREOF**, this instrument is executed on this the 6th day of July, 20 22.

Signed, sealed and delivered in the presence of:

Beverly Thomas
Witness Signature
Beverly Thomas
Printed Name
Barbara Kreidel
Witness Signature
Barbara Kreidel
Printed Name

For Green Wharf LLC
Signature of Grantor Benjamin L. Champion
as Manager Green Wharf Management LLC
Printed Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of July 2022 (date), by Benjamin Laurens Champion (name of person acknowledging), who is personally known to me or who has produced FLDL (type of identification) as identification.

Beverly Thomas (Signature) (Seal)

BEVERLY THOMAS
MY COMMISSION # GG 345021
EXPIRES: August 23, 2023
Bonded Thru Notary Public Underwriters

Beverly Thomas
(Notary's Name print, type of stamp)
____________ (Title or Rank)
____________ (Serial number, if any)

# EXHIBIT A

LEGAL DESCRIPTION:

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2 SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER SAID GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90º00'00" W 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD AND CAP PSM #5795 AND POINT OF BEGINNING; THENCE N 05º07'28" E 72.65' TO A SET 5/8 IRON ROD AND CAP PSM#5795; THENCE N 44º54'50" W 113.44' TO A SET 5/8" IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE S 45º13'16" W 216.77' TO A FOUND 1.5" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2; THENCE N 90º00'00" E, AS A BASE OF BEARING, 227.47 TO THE POINT OF BEGINNING SAID LAND CONTAINING.471 ACRES

GRANTOR RETAINS THE FOLLOWING:

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712 PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AND BEGIN AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER OF GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90º00'00" W, AS A BASE OF BEARING 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD AND CAP PSM #5795; THENCE N 05º07'28" E 72.65' TO A SET 5/8" IRON ROD AND CAP PSM#5795; THENCE N 44º54'50" W 113.44'; TO A SET 5/8" IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE N 45º13'16" E 105.00' TO A FOUND 1" IRON PIPE; THENCE S 47º04'51" E 214.18' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE S 04º59'54" W 81.20' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE N 89º54'31" W 58.49' TO THE 1" IRON PIPE A THE POINT OF COMMENCEMENT/POINT OF BEGINNING. SAID LAND CONTAINING 0.670 ACRES.

INSTRUMENT#: 2022008112 OR BK 5879 PG 64 PAGES: 3 1/18/2022 12:49:08 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $27.00 DEED DOC:$0.70

This instrument prepared by
and please return to:

Name: Benjamin L. Champion (1)
15012 Colley Dr (2)
Tavares FL 32778 (3)
______ (4)

Rec. $______ (5)
Doc. St. $______ (6)

Property Appraiser's Parcel
Identification No. N/A (7)

# WARRANTY DEED

Individual
(STATUTORY FORM-SECTION 689.02, F.S.)

THIS INDENTURE, made this (8) 18th day of (9) January, (10) 2022,

between (11) Green Wheat LLC, (12) ______,

of the County of Lake, State of Florida, Grantor, and (13) Donnelly LLC,

(14) ______ whose post office address is (15) 15012 Colley Dr

Tavares FL 32778 of the County of Lake, State of Florida, Grantee.

Witnesseth, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

(16) Legal Description: See Attached Exhibit A

**SUBJECT TO:**

1. Ad valorem real property taxes for (17) 20 22 and subsequent years.
2. (18)

and Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

**IN WITNESS WHEREOF,** Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence witnesses:

Signature/Witness #1

Michele Hawk
Printed Name/Witness #1

Signature/Witness #2

John Thompson
Printed Name/Witness #2

For Green Wheat LLC

GRANTOR SIGNATURE
(19) Benjamin L. Champion, Manager Green Wheat Management LLC
(20) Address: 15012 Colley Dr
Tavares FL 32778

N/A
ADDTIONAL GRANTOR SIGNATURE
(21)
(22) Address:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of January, 2022, by Benjamin Champion and N/A.

State of Florida
County of Lake

MICHELE HAWK
Commission # HH 059159
Expires November 2, 2024
Bonded Thru Budget Notary Services

Notary Public, State of Florida

Michele Hawk
(Print, Type, or Stamp Commissioned Name of Notary Public)

My commission expires: 11/02/2024

Personally Known____
OR Produced Identification ✓
Type of Identification Produced: FL DL

WARRANTY DEED
LAKE COUNTY LAW LIBRARY

Exhibit A

COMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE ON THE SOUTH LINE OF SAID GOVERNMENT LOT 2 S 89°01'00" W 732.17' TO THE POINT OF BEGINNING, THENCE CONTINUE S 89°01'00" W 227.38' TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 44 B, THENCE ON SAID RIGHT OF WAY N 44°15'32" E 217.44', THENCE S 45°44'28" E 113.19', THENCE S 04°17'50" W 73.04' TO THE POINT OF BEGINNING .
SAID LAND CONTAINING 0.472 ACRES .

**NOTICE OF PROPOSED ENACTMENT**
**ORDINANCE NO. 2022-17**
**CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-17. The final public hearing on the ordinance will be held on Tuesday, October 4, 2022 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2022-17 is as follows:

**ORDINANCE NO: 2022-17**

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED EAST SIDE OF SR 44 AND SOUTH OF MEADENHALL BOULEVARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: September 16, 2022

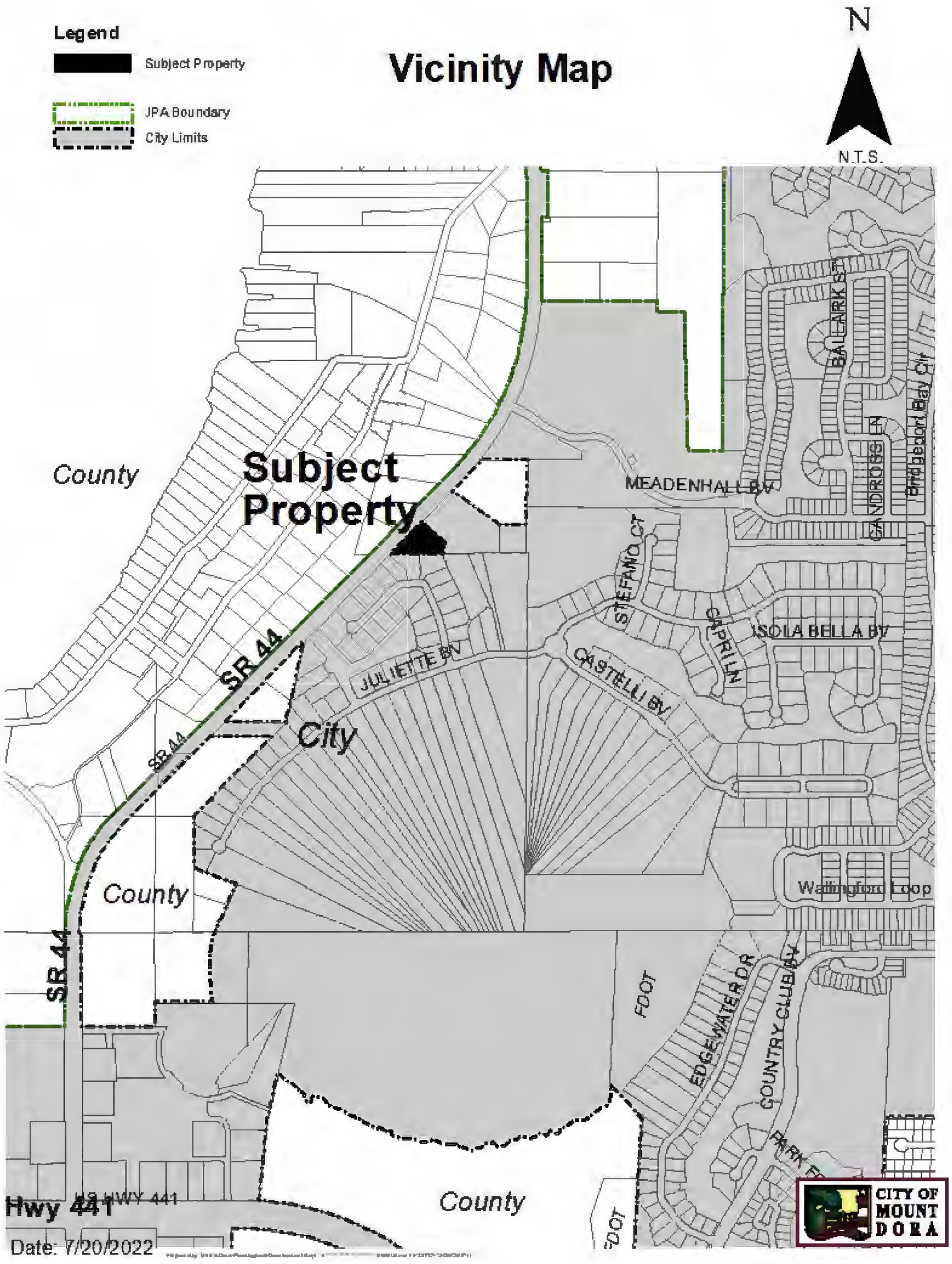
ATTACHMENT #2

# NOTICE OF ANNEXATION
# CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to annex land within the area shown on the map in this advertisement. Final hearing on the voluntary annexation, Ordinance No. 2022-17, will be held on ~~Tuesday, October 4, 2022 at 6:00 p.m.~~, or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

**ORDINANCE NO: 2022-17**

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED EAST SIDE OF SR 44 AND SOUTH OF MEADENHALL BOULEVARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**



Page 2 - Annexation

The proposed ordinance with complete legal description (metes and bounds) may be inspected by the public at the City Clerk's Office or the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Interested parties may appear at the above meeting and be heard with respect to the proposed ordinance.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Non-Legal Dates Published Twice on:
September 16, 2022
September 23, 2022

# ORDINANCE NO: 2022-17

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED EAST SIDE OF SR 44 AND SOUTH OF MEADENHALL BOULEVARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Green Wheat LLC and Donnelly LLC (Property Owners) are the fee simple owner of that properties generally located east side of SR 44 and south of Meadenhall Boulevard in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

**WHEREAS,** pursuant to Florida Statutes, Section 171.044, the Property Owners have filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora; and

**WHEREAS,** the City has determined that the Property is located wholly within an unincorporated area of Lake County, Florida, that the Property is reasonably compact and contiguous to an incorporated area of the City of Mount Dora, Florida, that annexation of the Property will not result in the creation of an enclave, that annexation of the Property otherwise fully complies with the requirements of Florida Statutes, Section 171.044, and annexation of the Property is in the best interest of the City of Mount Dora; and

**WHEREAS**, pursuant to Florida Statutes, Section 171.044, the City furnished the Lake County Board of County Commissioners with a copy of the notice of annexation by certified mail at least ten (10) days prior to the publication of the same; and

**WHEREAS,** the City has determined that all procedural and notice requirements mandated by Florida Statues, Section 171.044, the City of Mount Dora Charter, the City of Mount Dora Code of Ordinances and all other applicable or controlling laws related to the voluntary annexation of property have been followed and satisfied.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:**

**SECTION 1.** **LEGISLATIVE FINDINGS AND INTENT.** The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

**SECTION 2.** **VOLUNTARY ANNEXATION.** The Property generally located east side of SR 44 and south of Meadenhall Boulevard in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

GREEN WHEAT, LLC ALT KEY PARCEL #2569476:
THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712 PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AND BEGIN AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER OF GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90º00'00" W, AS A BASE OF BEARING 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD AND CAP PSM #5795; THENCE N 05º07'28" E 72.65' TO A SET 5/8" IRON ROD AND CAP PSM#5795; THENCE N 44º54'50" W 113.44'; TO A SET 5/8" IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE N 45º13'16" E 105.00' TO A FOUND 1" IRON PIPE; THENCE S 47º04'51" E 214.18' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE S 04º59'54" W 81.20' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE N 89º54'31" W 58.49' TO THE 1" IRON PIPE A THE POINT OF COMMENCEMENT/POINT OF BEGINNING.
SAID LAND CONTAINING 0.67 ACRE.

DONNELLY, LLC ALT KEY PARCEL #3929583:
THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2 SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER SAID GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90º00'00" W 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD AND CAP PSM #5795 AND POINT OF BEGINNING; THENCE N 05º07'28" E 72.65' TO A SET 5/8 IRON ROD

AND CAP PSM#5795; THENCE N 44º54’50” W 113.44’ TO A SET 5/8” IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100’ RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE S 45º13’16” W 216.77’ TO A FOUND 1.5” IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2; THENCE N 90º00’00” E, AS A BASE OF BEARING, 227.47 TO THE POINT OF BEGINNING SAID LAND CONTAINING 0.47 ACRE

ALL THE ABOVE CONTAINING 1.14 ACRES, MORE OR LESS.

**SECTION 3. EFFECT OF ANNEXATION.** On the Effective Date of this Ordinance, the property owner of the Property shall be entitled to all the rights, privileges and immunities as are from time to time granted to property owners in the City of Mount Dora, Florida, and shall be subject to the responsibilities of property ownership as may from time to time be authorized and/or adopted by the governing authority of the City of Mount Dora, Florida.

**SECTION 4. AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES.** City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, City Council District Four (4) is hereby amended to include the Property, more particularly described as follows:

GREEN WHEAT, LLC ALT KEY PARCEL #2569476:
THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712 PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AND BEGIN AT A FOUND 1” IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8’ FROM THE SE CORNER OF GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90º00’00” W, AS A BASE OF BEARING 92.22’ ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8” IRON ROD AND CAP PSM #5795; THENCE N 05º07’28” E 72.65’ TO A SET 5/8” IRON ROD AND CAP PSM#5795; THENCE N 44º54’50” W 113.44’; TO A SET 5/8” IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100’ RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE N 45º13’16” E 105.00’ TO A FOUND 1” IRON PIPE; THENCE S 47º04’51” E 214.18’ TO A FOUND 4” DIAMETER CONCRETE MONUMENT; THENCE S 04º59’54” W 81.20’ TO A FOUND 4” DIAMETER CONCRETE MONUMENT; THENCE N 89º54’31” W 58.49’ TO THE 1” IRON PIPE A THE POINT OF COMMENCEMENT/POINT OF BEGINNING. SAID LAND CONTAINING 0.67 ACRE.

DONNELLY LLC, ALT KEY PARCEL #3929583:
THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALL THE ABOVE CONTAINING 1.14 ACRES, MORE OR LESS.

**SECTION 5.** **FILING REQUIREMENTS.** In accordance with Florida Statutes, Section 171.044(3), within seven (7) days of the enactment of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the Lake County Clerk of the Circuit Court, with the County Manager of Lake County, Florida and with the Florida Department of State.

**SECTION 6.** **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 7.** **SAVINGS CLAUSE.** All prior actions of the City of Mount Dora pertaining to the annexation of the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 8.** **LIMITED CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

**SECTION 9.** **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 10.** **SEVERABILITY.** If any Section or portion of a Section of this Ordinance 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 Ordinance.

**SECTION 11.** **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**FIRST READING:** **September 20, 2022**

**SECOND READING:** **October 4, 2022**

**PASSED AND ADOPTED this 4th day of October 2022.**

____________________________________
**CRISSY STILE**
**MAYOR of the City of Mount Dora, Florida**

ATTEST:

____________________________
JEANANN HAND
INTERIM CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

____________________________
Sherry G. Sutphen, City Attorney

**EXHIBIT "A"**
Property Depiction

**Exhibit "A"**

# Vicinity Map