



# CITY OF MOUNT DORA™

City of Mount Dora  
W.T. Bland Public Library  
1995 N. Donnelly St.  
Mount Dora, FL 32757  
352-735-7180

E-mail: [library@cityofmoundora.com](mailto:library@cityofmoundora.com)

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## W.T. BLAND PUBLIC LIBRARY BOARD MEETING

Community Room, W.T. Bland Public Library, 1995 N. Baker Street, Mount Dora, FL 32757  
May 8, 2023 at 5:00 PM

### AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of Minutes
  - A. April 10, 2023 Library Advisory Board Meeting Minutes
- IV. Public Comment
- V. Presentations
- VI. Library Director's Report
- VII. Action Items
  - A. Request Recommendation of Termination of Agreement between the Florida Dept. of State and the City of Mount Dora for the Simpson Farmhouse Project
  - B. Proposed 2023-24 Capital Project - Forest Preserve Phase II
- VIII. Discussion Items
- IX. Future Meeting Dates
- X. Adjournment

**NOTICE:** Please note that, for purposes of Section 286.011, Florida Statutes, two or more members of the City Council may be present at this meeting, and this meeting may be considered a City Council meeting.

**NOTICE:** If any person decides to appeal any decisions at this meeting with respect to any matter considered, 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 ("ADA") and Florida Statutes, Section 286.26, persons with disabilities needing a reasonable accommodation to participate in a public hearing or meeting should contact the City of Mount Dora's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 352-735-7126, ext. 1111, or by email at [clerk@cityofmoundora.com](mailto:clerk@cityofmoundora.com).

If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD) or (800) 955- 8770 (Voice) for assistance.

If you have any comments or question regarding the contents of this agenda packet, please call LaJun Garry at(352 ) 735-7180 ext. 3101.



**CITY OF  
MOUNT  
DORA**

**City of Mount Dora  
W. T. Bland Public Library  
1995 N. Donnelly St.  
Mount Dora, FL 32757  
352-735-7180  
Fax: 352-735-0074**

**E-mail: [library@cityofmountdora.com](mailto:library@cityofmountdora.com)**

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**W. T. BLAND PUBLIC LIBRARY BOARD MEETING  
W.T. Bland Public Library, 1995 N. Donnelly Street, Mount Dora, FL 32757  
Monday, April 10, 2023 - 5:00 p.m.**

**MINUTES**

**PRESENT:** Helen Cutshaw (Chair), Marcia Ford, Carolyn Fountain, Janet Manchon  
(Co-chair), Yiris Rivera and William Lowery

**ABSENT:** Beth Sharpe

**CITY STAFF:** Cathy Lunday-Library Director and LaJun Garry-Administrative Assistant

**OTHERS PRESENT:** None

**I. Call to Order**

Ms. Cutshaw (Chair) called the meeting to order at 5:04pm.

**II. Roll Call**

**III. Approval of Minutes for March 13, 2023**

**MOTION by Mr. Lowery SECONDED by Ms. Rivera to approve minutes from  
March 13, 2023.**

**AYE:** Cutshaw, Ford, Fountain, Manchon, Rivera, Lowery

**NAY:** None

**MOTIONED CARRIED 6-0**

**IV. Public Comment**

None

**V. Presentations**

None

## VI. Library Director's Report

Ms. Lunday shared:

- Lake County Library Services stats showing MDP having circulated 24,365 items during March 2023.
- Simpson Farmhouse - Surveyors surveyed the 4-acre Simpson Farmhouse and determined that we will be able to add a meeting room facility onto the western side of farmhouse.
- Simpson Farmhouse - Restoration work approved with matching grant with the state. The state has changed their restriction on the grant with a couple of stipulations:
  1. They have increased the number of years to ten which you cannot add on or make any significant changes to the structure or you have to repay the grant back one hundred percent (first five years).
  2. Required to have an architectural drawing. The cost to hire an architect would be approximately \$10,000-\$15,000. No need to hire an architect if we don't use the state money.

Ms. Lunday is currently in the process of requesting that we decline the state grant.

- Hired new credentialed librarian – Rebecca Hyman, Adult Services Librarian.
- Library Impact Fund unaudited balance is \$816,554.
- Capital Improvement Projects: *(Information to be included in next month agenda packet)*:
  1. Forest Preserve Phase II.
  2. Simpson Farmhouse Expansion.
- Summer Learning program – Discover a galaxy of possibilities at your library! All set and ready to begin on May 30<sup>th</sup>. Sponsored by Friends of the Mount Dora Library.

## VII. Action Items

Voting Delegates for Lake County Library System Advisory Board

Ms. Lunday informed board the City Council needed to appoint a representative to the Lake County Library System Advisory Board. Mr. Lowery is currently serving as alternate. Therefore, we are need of a person to serve as chair. Discussion ensued.

**MOTION by Mr. Lowery SECONDED by Ms. Manchon to approve Ms. Cutshaw to serve as a member of the Lake County Library System Advisory Board.**

**AYE:** Cutshaw, Ford, Fountain, Manchon, Rivera, Lowery

**NAY:** None

**MOTIONED CARRIED 6-0**

## VIII. Discussion Items

A. Draft Recommended Appropriations for 2023-24

Ms. Lunday shared that as a member of the Lake County Library System cooperative, the city of Mount Dora receives an annual appropriation from Lake County to compensate it for the use of the library by non-Mount Dora residents who live in Lake County. The annual appropriation from Lake County is based upon the

circulation history of the ten city-owned member libraries. Reviewed draft of recommended appropriations of county funds for member libraries for 2023-24.

B. Library Policy Review

The library's Program Policy and Story Time Policy were reviewed. Discussion ensued.

C. Library Materials Review

Ms. Lunday, Library Director shared two graphic novels: *It's Lonely at the Centre of the Earth* by Zoe Thorogood and *Blankets* by Craig Thompson and discussion ensued.

IX. **Future Meeting Date**

1. May 8, 2023

IX. **Adjournment**

**MOTION by Ms. Manchon, SECONDED by Mr. Lowery to adjourn the April 10, 2023 meeting.**

**AYE:** Cutshaw, Ford, Fountain, Manchon, Rivera, Lowery

**NAY:** None

**MOTIONED CARRIED 6-0**

Meeting adjourned.

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Helen Cutshaw, Chair

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Cathy Lunday, Director



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**DATE:** May 8, 2023

**TO:** Library Advisory Board Members

**FROM:** Cathy Lunday, Library Director

**SUBJECT:** Request Recommendation of Termination of Agreement between the Florida Dept. of State and the City of Mount Dora for the Simpson Farmhouse Project

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**Introduction:**

The terms of the City's agreement with the Florida Dept. of State (ATTACHMENT #1) for a 100% matching grant in the amount of \$50,000 for restoration of the Simpson Farmhouse are no longer in the best interests of the City and termination of the agreement is being requested.

**Discussion:**

As part of the 2022-23 Simpson Farmhouse Expansion Project (ATTACHMENT #2), a topographical/wetland survey of the Simpson Farmhouse was completed in March 2023 (ATTACHMENT #3). This survey confirmed the wetland boundary as over 100' from the western side of the farmhouse, as opposed to an older FEMA map which showed it in close proximity to the building. This new finding makes possible the expansion of a 1,500 sq. ft. addition to the back of the farmhouse consisting of two meeting rooms and restrooms, which is a 2022-23 Capital Improvement Project.

Termination of the Florida Dept. of State, Division of Historical Resources Special Category Grant is in the City's best interests for the following reasons: The State's new Restrictive Covenants agreement forbids any substantive alterations to the farmhouse for 10 years (the former Preservation Agreement listed five years). If "violations" are made during the first five years, a 100% refund is due and in descending amounts for the following five years. Our DOS Grant Manager states that unless there was a 1,500 sq. ft. structure behind the farmhouse originally, that addition would likely be considered a violation and not approved. DOS requires that a separately procured architect submit design drawings of the restoration work of the windows, even if the elements are unchanged, which the Construction Project Manager estimates to easily be \$15,000. This is an expense we have only due to the grant, which would reduce the grant's impact to \$35,000.

For background on the Simpson Farmhouse Expansion project CIP, the 2022 Children's Library

Expansion project converted two meeting rooms into children's spaces. This reduced meeting room capacity and placed greater strains on the library's two remaining meeting rooms, the Archives Room (15 capacity) and the Community Room (160 capacity). The Archives Room is booked an average of 36 times per month and the Community Room is booked an average 42 times per month. Demand is particularly strong for meeting spaces that could seat 30-40 people and be available after hours. The Simpson Farmhouse is home to nearly 30 Mount Dora-based groups, clubs and workshops that meet there on a weekly or monthly basis and average 6-12 people each.

The original grant application included restoration of 16 windows, the original front door and a second exterior door, six 15-light fixed unit doors and one double French door. Due to cost increases since the 2021 application, and the extensive DOS approval process, the scope of the grant was reduced to just the restoration (not replacement) of the 16 windows and the front door. This work is able to be completed this summer without grant funds. The additional restoration work - fixed unit doors, bathroom, kitchen, etc. - can be managed on an annual basis using the Simpson Farmhouse's annual \$30,000 Repair & Maintenance budget.

The grant agreement was approved by the City Council at its October 18, 2022 meeting and then again at the December 20, 2022 meeting due to language changes requested by the Dept. of State.

**Budget Impact:**

With the elimination of the \$50,000 grant, the funds needed for the Simpson Farmhouse Renovation Project will come from the City Manager contingency in the General Fund, so the project remains funded at \$100,000 (GL#310-5555-580.63.01-LB2205). If needed, the Budget Amendment will be brought back to the Council at a later time.

The 2022-23 budget for the Simpson Farmhouse includes an additional \$30,000 for repair and maintenance (GL #001-1330-571.46-11), in case repairs exceed \$100,000.

The Simpson Farmhouse Expansion project will be funded by the Library Impact Fee fund (GL #310-5555-580.62-01-LI2303).

**Strategic Impact:**

As Mount Dora continues to experience strong growth, the City's infrastructure must be maintained and expanded in order to keep pace with that growth.

**Recommendation** Library Advisory Board to recommend terminating the Agreement with the Florida Department of State, Division of Historical Resources for the restoration of the Simpson Farmhouse to City Council.

**Attachment(s):**

1. DRAFT Simpson Farmhouse grant termination memo
2. ATTACHMENT #1 - Signed.Agreement.Grant.State of Florida and the City of Mount Dora for the Simpson Farmhouse Project.12.20.2022
3. ATTACHMENT #2 - FY 2022-23 CIP - Simpson Farmhouse Expansion
4. ATTACHMENT #3 - Simpson Farmhouse survey 2023

Prepared by: Cathy Lunday, Library Director  
Reviewed by: Cathy Lunday, Library Director

Final Approval - 4/27/2023



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

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**DATE:** May 16, 2023

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

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

**SUBJECT:** Request Approval of Termination of Agreement between the Florida Dept. of State and the City of Mount Dora for the Simpson Farmhouse Project

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**Introduction:**

The terms of the City's agreement with the Florida Dept. of State for a 100% matching grant in the amount of \$50,000 for restoration of the Simpson Farmhouse are no longer in the best interests of the City and termination of the agreement is being requested.

**Discussion:**

As part of the 2022-23 Simpson Farmhouse Expansion Project, a topographical survey of the Simpson Farmhouse was completed in March 2023. This survey confirmed the wetland boundary as over 100' from the western side of the farmhouse, as opposed to an older FEMA map which showed it in close proximity to the building. This new finding makes possible the expansion of a 1,500 sq. ft. addition to the back of the farmhouse consisting of two meeting rooms and restrooms, which is a 2022-23 Capital Improvement Project.

Termination of the Florida Dept. of State, Division of Historical Resources Special Category Grant is in the City's best interests for the following reasons:

1. The State's new Restrictive Covenants agreement forbids any substantive alterations to the farmhouse for 10 years (the former Preservation Agreement listed five years). If "violations" are made during the first five years, a 100% refund is due and in descending amounts for the following five years. Our DOS Grant Manager states that unless there was a 1,500 sq. ft. structure behind the farmhouse originally, that addition would likely be considered a violation and not approved.
2. DOS requires that a separately procured architect submit design drawings of the restoration work of the windows, even if the elements are unchanged, which the Construction Project Manager estimates to easily be \$15,000. This is an expense we have only due to the grant, which would reduce the grant's impact to \$35,000.

For background on the Simpson Farmhouse Expansion project CIP, the 2022 Children's Library Expansion project converted two meeting rooms into children's spaces. This reduced meeting room capacity and placed greater strains on the library's two remaining meeting rooms, the Archives Room (15 capacity) and the Community Room (160 capacity). The Archives Room is booked an average of 36 times per month and the Community Room is booked an average 42 times per month. Demand is particularly strong for meeting spaces that could seat 30-40 people and be available after hours. The Simpson Farmhouse is home to nearly 30 Mount Dora-based groups, clubs and workshops that meet there on a weekly or monthly basis and average 6-12 people each.

The original grant application included restoration of 16 windows, the original front door and a second exterior door, six 15-light fixed unit doors and one double French door. Due to cost increases since the 2021 application, and the extensive DOS approval process, the scope of the grant was reduced to just the restoration (not replacement) of the 16 windows and the front door. This work is able to be completed this summer without grant funds. The additional restoration work - fixed unit doors, bathroom, kitchen, etc. - can be managed on an annual basis using the Simpson Farmhouse's annual \$30,000 Repair & Maintenance budget.

The grant agreement was approved by the City Council at its October 18, 2022 meeting and then again at the December 20, 2022 meeting due to language changes requested by the Dept. of State. The Library Advisory Board unanimously recommended termination of the DOS Simpson Farmhouse grant at its meeting on May 8, 2023.

**Budget Impact:**

The Finance Director has approved funding the additional \$50,000 matching amount from the General Fund, so the project remains funded at \$100,000. The 2022-23 budget for the Simpson Farmhouse includes an additional \$30,000 for repair and maintenance (GL #001-1330-571.46-11), in case repairs exceed \$100,000. The Simpson Farmhouse Expansion project will be funded by Library Impact Fee funds (GL #310-5555-580.62-01-LI2303).

**Strategic Impact:**

As Mount Dora continues to experience strong growth, the City's infrastructure must be maintained and expanded in order to keep pace with that growth.

**Recommendation:**

City Council to approve terminating the Agreement with the Florida Department of State, Division of Historical Resources for the restoration of the Simpson Farmhouse.

**Attachment(s):**

1. DRAFT Letter declining DOS grant
2. ATTACHMENT #1 - SIGNED Agreement.Grant.State of Florida and the City of Mount Dora for the Simpson Farmhouse Project.12.20.2022
3. ATTACHMENT #2 - FY 2022-23 CIP - Simpson Farmhouse Expansion

Prepared by: Cathy Lunday, Library Director

Reviewed by: Cathy Lunday, Library Director

**AGREEMENT BETWEEN**  
**THE STATE OF FLORIDA, DEPARTMENT OF STATE**  
**AND**  
**City of Mount Dora**  
**23.h.sc.100.090**

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

The Grantee has been awarded a Special Category Grant by the Division, grant number 23.h.sc.100.090 for the Project "Simpson Farmhouse," in the amount of \$50,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3165A, contained in the 2023 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

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 "Simpson Farmhouse," 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 repairs to the historic Simpson Farmhouse in Mt. Dora, Florida. Work items will include repair/restoration/replacement of sixteen (16) windows, two (2) first floor doors, six (6) fixed unit doors, and one (1) double French door; refinishing plaster, refinishing floors, and refinishing molding; repair kitchen area including remove/replacement of VCT floor and repairing areas associated with water intrusion/rot and other damage; Repairing bathroom including remove/replacement of VCT floor and repairing areas associated with water intrusion/rot and other damage; replacement of non-historic light fixtures and repairing interior and exterior lighting/wiring. Grant funds will also be used for architectural/engineering services and permitting fees.

All window and/or door repair/restoration/replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

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 a copy of the professional architectural/engineering consultant's credentials and a project timeline to the Division for review and approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | One (1) digital copy of professional architectural/engineering consultant credentials; One (1) project timeline.                                                                                                                                                                                                                                                                                                                       | \$12,500        |
| 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 to the Division for review and approval.                                                                                                                                                                                                                                                                                                                                                   | One (1) electronic 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.                                                                                                                                                                                          | \$12,500        |
| 3             | 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 sixty percent (60%) of the project completed to the Division for review and approval.                                                                                                                                                                                                                                                                                                                                                    | One (1) electronic 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.                                                                                                                                                                                           | \$12,500        |
| 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, to the Division for review and approval. In addition, a new/updated FMSF form for the property and executed Restrictive Covenants filed with the County Clerk shall be submitted prior to final payment. Furthermore, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment. | 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; One (1) copy of the executed Restrictive Covenants filed with the County Clerk; One (1) Single Audit Form. | \$12,500        |
| <b>Totals</b> |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$50,000</b> |

- 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.

2. **Length of Agreement.** This Agreement shall begin on 07/01/22 and shall end 06/30/24, 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 Division approves such extension. The Grantee's written request for such extension must be submitted to the Division 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 Division of Historical Resources:**

Nicole Hu  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: 850.245.6355  
Email: Nicole.Hu@dos.myflorida.com

**For the Grantee:**

Contact: Cathy Lunday  
Address: 510 N Baker Street Mount Dora Florida 32757  
Phone: 352.735.7180  
Email: LundayC@ci.mount-dora.fl.us

4. **Grant Payments.** All grant payments are requested online via [www.dosgrants.com](http://www.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 Division 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 Division 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. 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 <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (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 <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, 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 Division 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 Division'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) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
  - b) 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 funds.
  - c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
  - d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to 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 Division any excess funds paid out prior to a reduction of total grant funding.

## 9. Additional Special Conditions.

### Development Projects

- a) All project work must be in compliance with the *Secretary of the Interior's Standards and Guidelines* available online at [www.nps.gov/tps/standards.htm](http://www.nps.gov/tps/standards.htm).

- b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>.
- c) The Grantee and the Property Owner(s), if not the same, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to final release of grant funds and close-out of the project. This Restrictive Covenants form is available on the Division's website <http://www.dos.myflorida.com/historical/grants/special-category-grants/>.
- d) Architectural Services

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

- e) 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:

- 1. Upon completion of **schematic design**;
  - 2. Upon completion of **design development and outline specifications**; and
  - 3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- f) 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.
  - g) 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:
    - 1. 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.
    - 2. 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.
    - 3. 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.

4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at [www.flheritage.com](http://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*.
5. 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*.

- h) **Copyright and Royalties:** When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

**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, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
- 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 Division 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 by September 30, except as allowed below.

- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division 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 Division. 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 [www.dosgrants.com](http://www.dosgrants.com).

- a) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).
- b) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).
- c) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).
- d) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).
- e) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).
- f) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).
- g) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).
- h) **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.

**13. Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a reduction of the match amount. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division 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 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 180 days, unless the Grantee can clearly demonstrate extenuating circumstances. 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 Division, 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 Division 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 shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. 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 Chapter 287 of the *Florida Statutes*;
- c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
- d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
- e) 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](http://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](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
- f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, 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.;
- g) Projects directed at activities or Historic 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;
- h) Entertainment, food, beverages, plaques, awards, or gifts;
- i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- j) 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;

- k) 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, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- m) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- n) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);
- 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) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
- r) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);
- s) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);
- t) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)
- u) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;

- v) Supplies that will not be consumed in use during the duration of this project;
- w) 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);
- x) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- y) 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 financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
- 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: Grants Program Supervisor, Division of Historical Resources, 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.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to 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 Division 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 Division 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 Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or 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 Division.
  - 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 State 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 Division 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 Division 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 Division.
- 29. Liability.** The Division 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 Division.
- 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 Division 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 Division 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 Division 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, handicap 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 Division 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 Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division 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 Division 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 Division 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 Division 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 Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
- b) Termination for convenience. The Division 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 Division. 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 Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division 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 Division 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.** 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 Division for review and approval prior to execution of project contracts.

- a) **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:
  - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not

exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.

2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Rule 60A-1.002, *Florida Administrative Code*.

b) **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes*.

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 Division of Historical Resources.
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. **Restrictive Covenants.** For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) must file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.
44. **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)



**ATTACHMENT A**  
**Estimated Project Budget**

| <b>Description</b>                                     | <b>Grant Funds</b> | <b>Cash Match</b> | <b>In Kind Match</b> |
|--------------------------------------------------------|--------------------|-------------------|----------------------|
| Architectural / Engineering Services & Permitting Fees | \$2,500            | \$2,500           | \$0                  |
| Interior Wall and Flooring Repairs                     | \$10,000           | \$10,000          | \$0                  |
| Bathroom Restoration                                   | \$3,000            | \$3,000           | \$0                  |
| Door and Window Repairs/Restorations/Replacements      | \$30,000           | \$30,000          | \$0                  |
| Kitchen Restoration                                    | \$4,500            | \$4,500           | \$0                  |
| <b>Totals</b>                                          | <b>\$50,000</b>    | <b>\$50,000</b>   | <b>\$0</b>           |

## **ATTACHMENT B**

### **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](http://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 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 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.

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. 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.

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:**

Not Applicable

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

Not Applicable

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

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

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

Florida Department of State Acquisition, Restoration of Historic Properties Grants, CSFA Number 45.032. Award Amount is \$50,000.

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.



CITY OF  
MOUNT  
D O R A

## Capital Improvement Project (CIP) Request Form

Priority #: \_\_\_\_\_

Department Division: ☐ Multiple

Fiscal Year:

GL#:

Library

2022-23

310-5555.63-01

### Project Title:

Simpson Farmhouse Expansion

### Type of Project: (Check all that apply)

☒ New Project

☐ Replacement

☐ Project Continuation

Project #: \_\_\_\_\_

### Description, Objective and Benefits of Project:

To expand the Library's meeting room capabilities to meet the needs of Mount Dora residents, clubs and businesses, a 1,500 sq. ft. addition behind the Simpson Farmhouse is planned. This one-story space will match the historical appearance of the farmhouse and will include two fully equipped meeting rooms, restroom facilities and separate entries for after-hours use. The addition will connect to the farmhouse by an enclosed breezeway, with casual outdoor seating and lighting. Parking will be constructed south of the buildings, alongside Jackson Avenue.

### Needs Criteria: (Check all that apply and explain below)

☒ Building

☐ Imp. Other than Building

☐ Machinery & Equipment

☐ Land

### Needs/Issues/Problems: What specific need, issue, or problem does this request address?

The Library's current 160-person Community Room and 15-person Archives Room are in high demand during peak hours, with the Simpson Farmhouse handling overflow for small group meetings. There are no library meeting rooms in the 15-50-person capacity, which is the size local business owners are most interested in. Also, as Library programs outgrow the farmhouse, there is no extra capacity other than the 160-person Community Room. Pre-COVID, the Community Room was routinely booked for two groups/events a day and the Archives Room was booked for approximately one group/event a day.

### Alternatives: What alternative measures have been taken to address this need/issue/problem? Are there solutions other than adding a new project that have been utilized or considered?

The Library's current practice is to either decline reservations due to no vacancies or charge the established room rental fee of \$75, which not all small businesses can afford nor do they need that much space. Small groups are occasionally booked into the Community Room, which is then unavailable for larger groups who inquire later. As Mount Dora has continued to grow, the community is increasingly underserved due to the library's short supply of adult meeting room spaces.

### Outcomes / Measurable Results: What specific outcomes are expected with this project? Describe in detail what performance measures will be used to measure the impact of the new project. How do the proposed measures compare to current measures, if different?

The plan is to maximize the Simpson Farmhouse footprint with a 1,500 sq. ft. addition behind it, providing after-hours meeting room access scheduled by Library staff. This will eliminate the need to include meeting room space in the Library's 2030 expansion plans. One outcome includes offering business services for Mount Dora business owners, which entitles them to free access of the new meeting rooms with state-of-the-art technology. This building expansion project is a result of our community's growth and as a result, the Library's space planning needs to support increased demand from local businesses as well as providing additional capacity for Library programs.

| Funding Sources                                                                                                                     |                                          |                                                  |                                                        |                               |                                 |                                             |
|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------|--------------------------------------------------------|-------------------------------|---------------------------------|---------------------------------------------|
| Funding Sources: (Check all that apply)                                                                                             |                                          |                                                  |                                                        |                               |                                 |                                             |
| <input type="checkbox"/> General Fund                                                                                               | <input type="checkbox"/> Water & WW Fund | <input type="checkbox"/> Stormwater Utility Fund | <input type="checkbox"/> Electric Utility Fund         |                               |                                 |                                             |
| <input type="checkbox"/> Northeast CRA                                                                                              | <input type="checkbox"/> Downtown CRA    | <input type="checkbox"/> Debt (SRF loan, lease)  | <input type="checkbox"/> Grant (federal, state, local) |                               |                                 |                                             |
| <input type="checkbox"/> Other Funds                                                                                                |                                          | <input type="checkbox"/> FDOT                    | <input type="checkbox"/> Donation/Contribution         |                               |                                 |                                             |
| Impact Fees:                                                                                                                        | <input type="checkbox"/> Wastewater      | <input type="checkbox"/> Water                   | <input type="checkbox"/> Parks                         | <input type="checkbox"/> Fire | <input type="checkbox"/> Police | <input checked="" type="checkbox"/> Library |
| Funding Sources                                                                                                                     | 2021-22                                  | 2022-23                                          | 2023-24                                                | 2024-25                       | 2025-26                         |                                             |
| Transfer between projects                                                                                                           | \$ -                                     | \$ -                                             | \$ -                                                   | \$ -                          | \$ -                            |                                             |
| Debt/Borrowed Funds                                                                                                                 | -                                        | -                                                | -                                                      | -                             | -                               |                                             |
| General Fund                                                                                                                        | -                                        | -                                                | -                                                      | -                             | -                               |                                             |
| Enterprise Fund                                                                                                                     | -                                        | -                                                | -                                                      | -                             | -                               |                                             |
| Library Impact Fee Fund                                                                                                             | -                                        | 15,000                                           | 7,000                                                  | 267,500                       | -                               |                                             |
| Lake County Library Impact Fee                                                                                                      | -                                        | -                                                | -                                                      | 100,000                       | -                               |                                             |
| Total                                                                                                                               | \$ -                                     | \$ 15,000                                        | \$ 7,000                                               | \$ 367,500                    | \$ -                            |                                             |
| Project Costs                                                                                                                       |                                          |                                                  |                                                        |                               |                                 |                                             |
| Estimated Project Costs                                                                                                             |                                          |                                                  |                                                        |                               |                                 |                                             |
| Description                                                                                                                         | Five Year Schedule                       |                                                  |                                                        |                               |                                 | Total 5 Year Cost                           |
|                                                                                                                                     | 2021-22                                  | 2022-23                                          | 2023-24                                                | 2024-25                       | 2025-26                         |                                             |
| Planning & Design                                                                                                                   | \$ -                                     | \$ -                                             | \$ -                                                   | \$ -                          | \$ -                            | \$ -                                        |
| Concept Plan                                                                                                                        | -                                        | -                                                | 5,000                                                  | -                             | -                               | 5,000                                       |
| Engineering                                                                                                                         | -                                        | -                                                | -                                                      | 5,000                         | -                               | 5,000                                       |
| Construction                                                                                                                        | -                                        | -                                                | -                                                      | 250,000                       | -                               | 250,000                                     |
| Furniture & Equipment                                                                                                               | -                                        | -                                                | -                                                      | 30,000                        | -                               | 30,000                                      |
| Survey, including topography                                                                                                        | -                                        | 12,000                                           | -                                                      | -                             | -                               | 12,000                                      |
| Contingency                                                                                                                         | -                                        | 2,000                                            | 1,000                                                  | 43,000                        | -                               | 46,000                                      |
| Inflation                                                                                                                           | -                                        | 1,000                                            | 1,000                                                  | 39,500                        | -                               | 41,500                                      |
| Total Capital Costs                                                                                                                 | \$ -                                     | \$ 15,000                                        | \$ 7,000                                               | \$ 367,500                    | \$ -                            | \$ 389,500                                  |
| Estimated Operating Costs <sup>1</sup>                                                                                              |                                          |                                                  |                                                        |                               |                                 |                                             |
| Equipment <sup>2</sup>                                                                                                              | \$ -                                     | \$ -                                             | \$ -                                                   | \$ -                          | \$ -                            | \$ -                                        |
| Utilities                                                                                                                           | -                                        | -                                                | -                                                      | -                             | -                               | -                                           |
| Supplies                                                                                                                            | -                                        | -                                                | -                                                      | -                             | -                               | -                                           |
| Additional Staff <sup>3</sup>                                                                                                       | -                                        | -                                                | -                                                      | -                             | -                               | -                                           |
| Other (describe below)                                                                                                              | -                                        | -                                                | -                                                      | -                             | -                               | -                                           |
| Total Operating Costs                                                                                                               | \$ -                                     | \$ -                                             | \$ -                                                   | \$ -                          | \$ -                            | \$ -                                        |
| Total Project Costs                                                                                                                 | \$ -                                     | \$ 15,000                                        | \$ 7,000                                               | \$ 367,500                    | \$ -                            | \$ 389,500                                  |
| Other Costs: <div></div>                                                                                                            |                                          |                                                  |                                                        |                               |                                 |                                             |
| <div><div><sup>1</sup> Are the estimated operating costs listed above included in your budget?</div><div></div></div>               |                                          |                                                  |                                                        |                               |                                 |                                             |
| <div><div><sup>2</sup> Machinery &amp; Equipment requests require Request Justification.</div></div>                                |                                          |                                                  |                                                        |                               |                                 |                                             |
| <div><div><sup>3</sup> New Staff positions require Personnel Requisition Form and must be submitted to Human Resources.</div></div> |                                          |                                                  |                                                        |                               |                                 |                                             |
| Finance Department Use Only                                                                                                         |                                          |                                                  |                                                        |                               |                                 |                                             |
| <div><div><input type="checkbox"/> Approved</div><div><input type="checkbox"/> Denied</div></div>                                   |                                          |                                                  |                                                        |                               |                                 |                                             |
| Comments:                                                                                                                           |                                          |                                                  |                                                        |                               |                                 |                                             |
| <div></div>                                                                                                                         |                                          |                                                  |                                                        |                               |                                 |                                             |
| FY 2019-20                                                                                                                          |                                          |                                                  |                                                        |                               |                                 |                                             |







# CITY OF MOUNT DORA

City of Mount Dora  
W.T. Bland Public Library  
1995 N. Donnelly St.  
Mount Dora, FL 32757  
352-735-7180

E-mail: [library@cityofmoundora.com](mailto:library@cityofmoundora.com)

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**DATE:** May 8, 2023

**TO:** Library Advisory Board Members

**FROM:** Cathy Lunday, Library Director

**SUBJECT:** Proposed 2023-24 Capital Project - Forest Preserve Phase II

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**Introduction:**

Forest Preserve Phase II is designed to link all public amenities on the library's campus by a sidewalk, providing opportunities for observation of nature and environmental education.

**Discussion:**

The three+ acres behind the Simpson Farmhouse have been unutilized for 20+ years, having formerly served as a goat habitat for vegetation eradication and amusement of families. This acreage has been fenced in for years and contains a stormwater pond, "Goat Pond," which is filled with dense vegetation in and around it. The goal of this project is to transform this city-owned land into an attractive amenity that provides residents and visitors an opportunity for quiet reflection of nature, environmental education and trails for walking.

The completion of Forest Preserve is expected mid-2024. The purpose of the Phase II project is to provide connectivity from Donnelly Street to this new amenity, running through the Simpson Farmhouse, Forest Preserve, the Nunan Butterfly Garden and the Library (ATTACHMENT #1). A 440' concrete sidewalk will connect the N. Donnelly Street concrete sidewalk to a pathway that fronts Forest Preserve. Connecting to this sidewalk and encircling the Goat Pond will be a 920' pathway (crushed lime rock, etc.), which will include seating facing the pond and a gazebo for shelter from the sun and rain. Also radiating from this sidewalk will be an overlook of the swamp habitat of Goat Pond. A lawn alternative demo garden will be featured on the southern side of the new sidewalk, in between it and W. Jackson Ave.

The area is currently being mowed by Public Works staff. If developed, new maintenance duties will include emptying trash receptacles, keeping pathways free of debris and maintaining an irrigation system. Volunteers will need to be recruited to maintain the lawn alternative demo garden and librarians will provide educational programming, signage and site management.

This project enhances residents' quality of life and maximizes existing city property for the enjoyment of residents and visitors. The project adds greenscape to help accommodate population growth and maximizes city-owned land for residents' enjoyment. Finally, this project will create a scenic amenity with trail connectivity as referenced in the 2018 Parks Master Plan.

**Budget Impact:**

Estimates for expenditures budgeted for 2023-24 are: \$50,000 for engineering, construction and landscaping plans.

Estimates for expenditures budgeted for 2024-25 are: \$285,000 for construction, fencing, signage and a gazebo and \$73,000 in required estimates for contingency and inflation.

Funding sources are estimated to include \$233,000 for the library impact fee fund, \$25,000 from supporting nonprofit(s) and \$100,000 in a FL DEP FRDAP grant.

**Strategic Impact:**

As Mount Dora continues to experience strong growth, the City's infrastructure must expand in order to keep pace with that growth.

**Recommendation** Recommend approval of the Forest Preserve Phase II 2023-24 capital improvement plan to City Council.

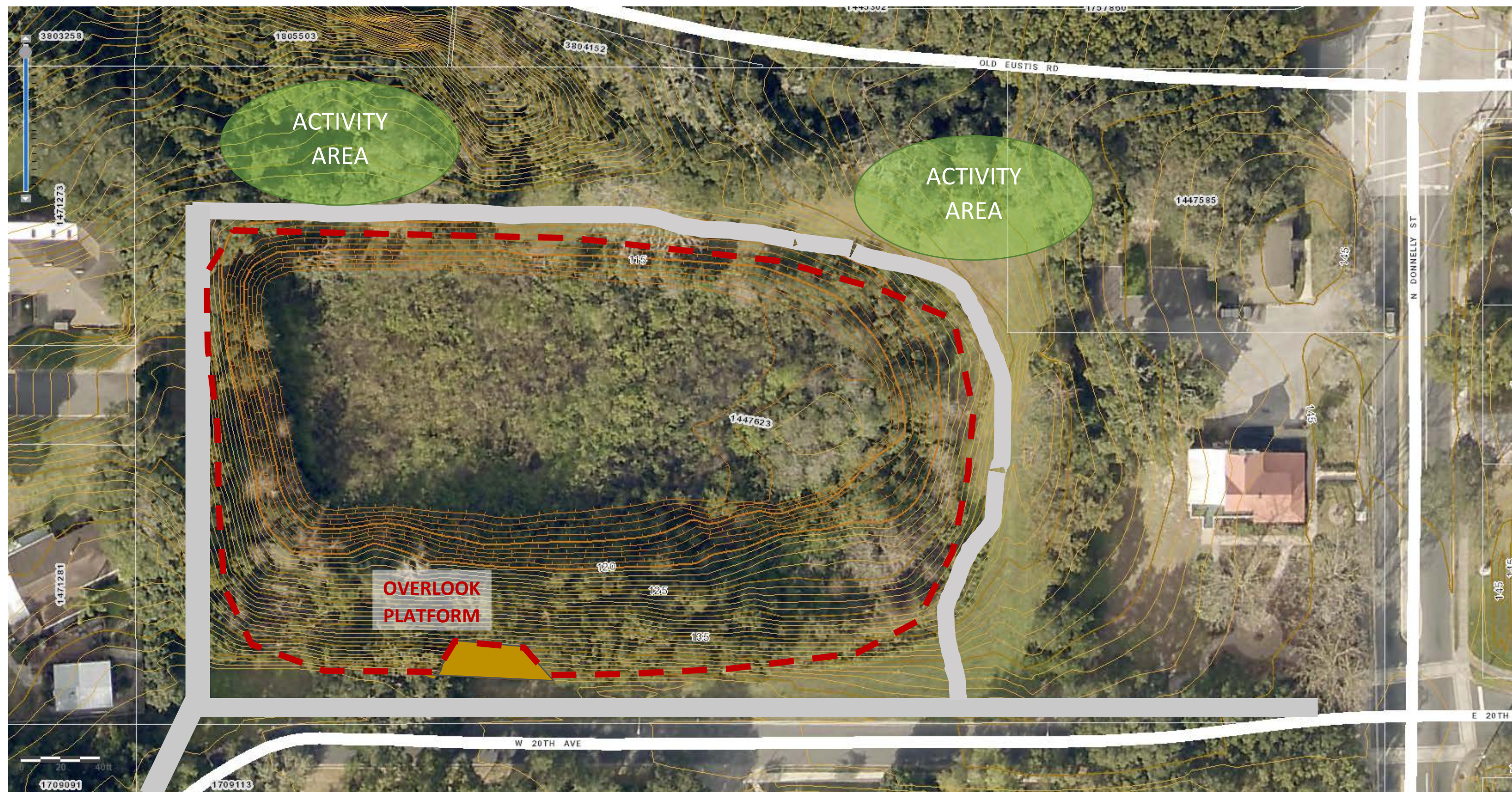
**Attachment(s):**

1. ATTACHMENT #1 - Forest Preserve Phase II

Prepared by: Cathy Lunday, Library Director

Reviewed by: Cathy Lunday, Library Director

Final Approval - 5/2/2023



Forest Preserve Phase II - Goat Pond Nature Walk