



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

COMMUNITY REDEVELOPMENT AGENCY GOVERNING BOARD
City Hall Board Room
510 N. Baker Street, Mount Dora, FL
December 19, 2023 at 6:00 PM

AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

ACTION ITEMS

1. Request Approval of Commercial Visual Improvement Program (CVIP) Grant Agreement with ARA LP Holdings, LLC. 3
2. Request approval of High Value Job Creation Creation Grant Incentive Program Agreement with Steamroller Studios, LLC. 44

DISCUSSION ITEMS

OTHER BUSINESS

ADJOURNMENT

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

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48

HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.

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

NOTICE: For purposes of Section 286.011, *Florida Statutes*, two (2) or more members of the City Council may be present at this meeting and this meeting may be considered a City Council meeting although no decision of the City Council will be made at this meeting and the City Council shall comply with the requirements of controlling State law in every respect.

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. The City shall not make or perfect such a record. Section 286.0105, *Florida Statutes*.

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@cityofmounddora.com.

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



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Commercial Visual Improvement Program (CVIP) Grant Agreement with ARA LP Holdings, LLC.

Introduction:

This is a request for the CRA Governing Board to approve the Commercial Visual Improvement Program (CVIP) Grant Agreement with ARA LP Holdings, LLC.

Discussion:

On May 15, 2018, the CRA Governing Board approved the Commercial Visual Improvement Program (CVIP) under Resolution No. 2018-37 (CRA). A copy of the CVIP resolution and application are posted on the CRA homepage (<http://ci.mount-dora.fl.us/1074/Visual-Improvement-Program>).

The owner has requested a CVIP Grant of \$25,000. The owner intends to spend at least \$50,000 on the exterior renovations to the building located at 315 N Highland Street. The proposed renovation budget for the exterior of the property is \$58,764. These renovations meet the requirements of the program for the overall appearance of the property. Images of the planned improvements and renovations are included in the attached applications.

Budget Impact:

Not to exceed \$25,000 from CRA Budget GL 117-1640-552.83-01, which currently has an available balance of \$217,000.

Strategic Impact:

Economic Development and Redevelopment.

Recommendation:

The CRA Governing Board approve the Commercial Visual Improvement Program (CVIP) Grant Agreement with ARA LP Holdings, LLC.

Attachment(s):

1. Whiskey Kitchen Application Packet12-5-2023
2. Mount Dora CVIP Grant Agreement NOV2023 (1) Whiskey 315 N Highland

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: Vince Sandersfeld, Planning and Development Director

Aneta Barton, Budget Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 12/7/2023

Approved - 12/7/2023

Approved - 12/15/2023

Approved - 12/15/2023

New -



**CITY OF
MOUNT
DORA**

COMMUNITY REDEVELOPMENT AGENCY

**Community Redevelopment Agency (CRA)
Commercial Visual Improvement
Program Overview**

PROGRAM DETAILS

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

- Designed to help reduce urban blight
- Serves as a catalyst for improvements to other nearby properties
- Helps bring properties up to City code standards
- Provides financial assistance for significant exterior improvements. (For example, painting alone would not be sufficient.) Interior improvements are not eligible.
- Rebates 50 percent — up to a maximum of \$10,000 — of a project's renovation/ upgrade hard construction costs
- Owner must pay for soft costs, including architect, engineer, permitting, etc... These costs are not reimbursable.
- Funding available annually on a first-come, first served basis. Once all fiscal- year funds have been expended, no further applications for that year will be accepted.

TIME FRAME:

- Application process takes approximately 60 calendar days once all necessary documents and materials are received from the applicant.
- All projects receiving CVIP funds must be completed within 180 calendar days of the date application is approved by City of Mount Dora Community Redevelopment Agency (CRA) projects not completed within the specified 180 days forfeit all approved and allocated CVIP funds. Staff may approve one ninety (90) day extension to complete the project as long as the owner is working to complete the project within the time extension.
- Reimbursement of funds takes approximately 30-60 calendar days once copies of all paid invoices, cancelled checks and photos of completed project, are received. (The CRA reserves the right to pay applicant in one lump sum or installments.)

PROPERTY/BUSINESS REQUIREMENTS:

- Located within the Community Redevelopment Area
- Must be zoned C-2, C-2A, and RP with a CUP with a non-residential use
- Property with multiple retail tenants and/or vacant store fronts are considered on a case-by-case basis
- Visible from a street, sidewalk or public right-of-way
- Free of all mechanic's liens
- No residential uses are eligible for this program
- Must pay ad valorem taxes on the property
- Work must result in a combination of significant exterior visual improvements. Examples:

façade upgrades; parking facilities; matching signage; painting; lighting; new or repaired/replaced windows, doors and awnings; window tinting; improved entryways; extensive cleaning; exterior security systems; and external improvements required to bring a building/property up to code.

REQUIREMENTS (continued)

- Permanent landscaping may be covered in this program, but must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA. (Check with the city's Planning and Development Department at 352.735.7112 or plandev@cityofmounddora.com before submitting CVIP application forms.)
- Additions and expansions to buildings that will benefit the overall appearance of the property may be eligible.
- Demolition of obsolete structures or signage improvements may apply when undertaken as part of an overall renovation project.
- Work such as HVAC installation/replacement and roof repairs do not apply unless they are done in conjunction with substantial exterior visual improvements.
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding.

INELIGIBLE PROPERTIES:

- Single-family residential properties
- Multifamily residential properties not part of a larger mixed-use development
- Properties or projects not meeting eligibility requirements
- Businesses prohibited by the City of Mount Dora

APPLICANT REQUIREMENTS:

- No corporate or personal bankruptcy proceedings within the past five years
- No past-due federal, state, county or city of Mount Dora tax bills
- No past-due bills or debts to the city of Mount Dora or the CRA
- Show proof of a current city of Mount Dora Business Tax Receipt for both the property owner and tenant
- Supply copy of property owner's deed
- If landlord, provide current tenant list and/or leasing plan
- If a tenant, supply lease with at least three years occupancy remaining
- If tenant, provide signed and notarized copy of CVIP Real Property Owner Consent form
- Make brief presentation at a CRA Advisory Committee meeting. It is preferable that the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.
- Receive CRA Advisory Committee approval before beginning work. Any work started prior to this approval will be the applicant's responsibility. Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Complete all improvements within 180 days of CRA Governing Board approval
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. (The CRA reserves the right to refuse payment for any change orders not authorized prior to construction commencement.)
- Maintain and sustain improvements

APPLICATION CHECKLIST:

All information included in this checklist must be submitted to the CRA staff before they can begin the process:

- ☒ All documents signed by person certified as one of company's principals.
- ☒ List of proposed improvements with estimated project costs
- ☐ Notarized & signed CVIP Real Property Owner Consent form (Landlord completes if not owned by the applicant)
- ☐ Copy of current city of Business Tax Receipt for property owner and tenant *Pending*
- ☒ Copy of property owner's deed
- ☐ If a tenant, lease with at least three years occupancy remaining
- ☐ Landlord's current tenant list or leasing plan, if applicable
- ☐ Completed W-9 form
- ☒ All applicable contractor bids
- ☒ High-quality "before" images of property from all sides/angles *
- ☒ High-quality images of renderings of proposed project *
- ☒ Three written contractor bids for all work being done or justification for why only one bid submitted

* Please send three to four separate high-resolution jpegs of "before" photos and a few separate high-resolution jpegs of your "after" renderings. These are needed for the PowerPoint presentation we will put together for you when you make your presentation to the CRA Board.

As Updated 01/14/2020

**Commercial Visual Improvement Program Application
City of Mount Dora Community Redevelopment Agency**

APPLICANT INFORMATION

Applicant's Name: Edna Gonzalez
Applicant's Corporate Name: Uptown MD Lake House LLC
Applicant's Corporate Business Address: 315 N. Highland St Mount Dora FL 32757
Name of Business at Project Address: Whiskey Kitchen
Applicant's City of Mount Dora Business Tax Receipt #: _____
Federal Tax ID Number or Social Security Number: 93-3875139
Applicant's Phone Numbers: 3219147433 Business 3527357433 Cell _____
Applicant's Email Address: lpseb@icloud.com
Is Applicant the property owner or a tenant proposing the façade improvements? ☒ Owner
Tenant

PROPERTY INFORMATION

Property Owner's Name: Edna Gonzalez
Property Owner's Mailing Address: 500 Anderson Dr Tavares FL 32778
Property/Project Address: 315 N. Highland St Mount Dora FL 32757
Alternate Key Number(s): _____
Name of Tenant(s): Whiskey Kitchen (owned by property owner)
Lease Expiration Date: _____ Option to Extend: ☐ Yes ☐ No How Long: _____ Years
Property Manager: _____ Phone: _____ Email: _____

1. Is the proposed project located in the current CRA? ☒ Yes ☐ No

Total Applicant Funds: _____ Total Anticipated Grant Request: 25,000.00

1. Please provide a description of Proposed Improvements. **Please attach a site plan, renderings and/or elevations of the proposed improvements. (APPLICATIONS WILL NOT BE ACCEPTED WITHOUT RENDERINGS, SITE PLAN, AND/OR ELEVATIONS)**

Paint exterior of building

Pave Parking lot - Patch, Paint, Stripe

Brick columns at entrance of building
stamped concrete at entrance.

I have obtained as quickly as possible quotes.

Can I have the option to get it done for less if possible?

2. Please describe the extent to which the existing building or on-site improvements are substantially dilapidated.

Building currently has 9 diff. colors in all stages of painting.

Paint is peeling + unsightly.

Columns to have brick are rotting at floor.
parking lot has many pot holes.

Entrance to building is unsightly.

City side Street adjacent to property has a giant pot hole too. City to Repair??

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds through the funds you intend to contribute. Also please provide evidence of funding for the entire project.

I am trying to gather bids but its difficult. Many are booked thru new year. Trying to open by end of January.

I will contribute over 25,000.00 in funds towards this project.

4. Please describe how you intend to maintain the improvements during the useful life of the improvements.

I will routinely do maintenance as needed. Will make to touch up paint as needed. Will regularly inspect bricks for damage. Will maintain parking lot in good repair.

5. Current Number of Employees: Full-Time 0 Part-Time 0 Contract 0
Number of Employees (Post Project Completion): Full-Time 10 Part-Time 5
Contract 0
Number of Construction Workers for Project: 10
Current and/or Projected Wages for Employees: (please attach as a spreadsheet)

Current and/or Projected Wages for Employees: (please attach as a spreadsheet

TOTAL PROJECT BUDGET (Estimated)

USE OF FUNDS (ACTIVITY)	SOURCE OF FUNDS	ESTIMATED COST
Sign	Bank Account/Grant	\$ 1,054
Painting	Bank Account/Grant	\$ 16,710
Stamped Concrete	Bank Account/Grant	\$ 13,500
Brick Pillars	Bank Account/Grant	\$ 9,500
Parking Repair	Bank Account/Grant	\$ 5,000
Concrete	Bank Account/Grant	\$ 13,000
		\$
		\$
TOTAL PROJECT BUDGET		\$ 58,764

The rest of this page is intentionally left blank.

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work, which has commenced prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started prior to the execution of the Agreement shall be the Applicant's responsibility. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. Applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP grant funds.

Applicant also acknowledges that it has received a copy of the "CRA Redevelopment Plan."

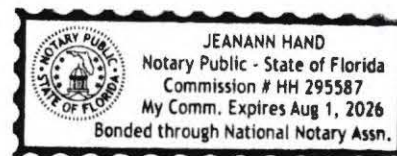


Signature of Applicant

12/5/23

Date

Notary



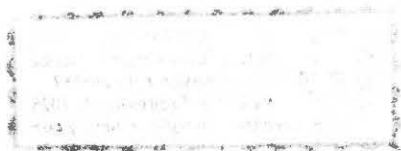
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence notarization this 5 day of DECEMBER, 2023 by EDNA GONZALEZ, who produced FL DL as identification.



NOTARY PUBLIC
Printed Name:
JEANANN HAND

My Commission Expires:



LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

ATTACHMENT "1"	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT "3"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "4"	CVIP REAL PROPERTY OWNER CONSENT

ATTACHMENT "4"
CVIP Real Property Owner Consent

STATE OF FLORIDA }
} ss: COUNTY OF LAKE }

I, Edna Gonzalez, owner and/or authorized representative of Alternate Key # 1473985, also commonly known as _____, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by _____, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Mount Dora will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Lake County, Florida Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATED this _____ day of _____, _____. Authorized Signature: _____

SIGNED AND SWORN TO before me

this _____ day of _____, _____, by _____.

NOTARY SEAL:

Notary Public, State of Florida

My commission expires: _____

Date of this notice: 08-21-2023

Employer Identification Number:
93-2986361

Form: SS-4

Number of this notice: CP 575 B

ARA LP HOLDINGS LLC
LUIS OSCAR GONZALEZ MBR
500 ANDERSON DR
TAVARES, FL 32778

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2986361. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is ARAL. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 08-21-2023
EMPLOYER IDENTIFICATION NUMBER: 93-2986361
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||||

ARA LP HOLDINGS LLC
LUIS OSCAR GONZALEZ MBR
500 ANDERSON DR
TAVARES, FL 32778

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Organization of ARA LP HOLDINGS, LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on August 18, 2023 effective August 14, 2023, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L23000389275.

Authentication Code: 230821092331-900414203339#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty First day of August, 2023

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L23000389275
FILED 8:00 AM
August 18, 2023
Sec. Of State
wlawrence

Article I

The name of the Limited Liability Company is:

ARA LP HOLDINGS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

500 ANDERSON DR
TAVARES, FL. UN 32778

The mailing address of the Limited Liability Company is:

500 ANDERSON DR
TAVARES, FL. UN 32778

Article III

The name and Florida street address of the registered agent is:

LUIS O GONZALEZ
500 ANDERSON DR
TAVARES, FL. 32778

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: EDNA GONZALEZ

Prepared by and return to:

Cynthia L. Chavis
Licensed Title Agent
Seaplane Title, LLC
380 West Alfred Street
Tavares, FL 32778
352-343-6655
File Number: 20440
Will Call No.:

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 30th day of October, 2023 between Marinacci Management 2, Inc., a Florida profit corporation whose post office address is 2843 Majestic Isle Drive, Clermont, FL 34711, grantor, and ARA LP HOLDINGS, LLC, Florida Limited Liability Company whose post office address is 500 Anderson Drive, Tavares, FL 32778, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Lots 1 - 9, Block 1, Orangehurst Subdivision, No. 2, according to the map or plat thereof as recorded in Plat Book 4, Page 70, Public Records of Lake County, Florida.

Parcel Identification Number: 32-19-27-2000-001-00100

Subject to taxes for 2024 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Cynthia L. Chavis
Witness Name: Cynthia L. Chavis
Darci L. DeVries
Witness Name: Darci L. DeVries

MARINACCI MANAGEMENT 2, INC, Florida Profit Corporation

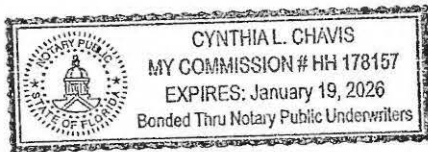
By: Richard A. Marinacci
Richard A. Marinacci, President

(Corporate Seal)

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of October, 2023 by Richard A. Marinacci, President of MARINACCI MANAGEMENT 2, INC, Florida Profit Corporation, on behalf of the corporation. He ☐ is personally known to me, or ☒ has produced dr. license as identification.

[Notary Seal]



Cynthia L. Chavis
Notary Public
Printed Name: Cynthia L. Chavis
My Commission Expires: _____

CONTRACT / PROPOSAL / INVOICE

M & M SEALCOATING & PAVING

(352)455-6774

PO BOX 46 TAVARES FL 32778

m.msealcoating.paving@gmail.com

Lpseb@icloud.com

PROPOSAL SUBMITTED TO: <u>Whiskey Kitchen</u>	JOB NAME:	JOB # <u>8629</u>
ADDRESS: <u>315 N. Highland St</u>	JOB LOCATION: <u>Mt. Dora FL</u>	
<u>Mount Dora FL 32757</u>	DATE: <u>11/29/2023</u>	DATE OF PLANS: <u>11/29/2023</u>
PHONE #: <u>321.914 7433</u>	FAX#:	ARCHITECT:

1,950 sq ft Concrete pads

1. Removing Existing Concrete
2. Leveling and grading foundation and Compacting
3. Forming with plywood
4. Installing 1 3500 psi w/fiber cement 4" Thick
5. Finishing concrete surface with a broom
6. Clean up property

paid @ MN
\$16,500.00 done and \$6,500.00
upon completion

WARRANTY: 10 years if seal coat done every 2 years

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: \$ 13,000.00

With payments to be made as: Thirteen Thousand

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents, covid lock downs, or delays beyond our control.

Respectfully
Submitted

Note - this proposal may be withdrawn by us if not accepted within ____ days

ACCEPTANCE OF CONTRACT / PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payments will be made as outlined above

Date of Acceptance:

December 19, 2023 CRA Governing Board Agenda Packet

Signature:

Signature:

Page 22 of 90

CONTRACT / PROPOSAL / INVOICE

M & M SEALCOATING & PAVING

(352)455-6774

PO BOX 46 TAVARES FL 32778

m.msealcoating.paving@gmail.com

PROPOSAL SUBMITTED TO: <u>Whiskey Kitchen</u>	JOB NAME:	JOB # <u>8628</u>
ADDRESS: <u>315 Highland St</u>	JOB LOCATION: <u>Mt. Dora FL</u>	
<u>Mount Dora FL 32757</u>	DATE: <u>11/29/2023</u>	DATE OF PLANS: <u>11/29/2023</u>
PHONE #: <u>321 914 7433</u>	FAX#:	ARCHITECT:

1. Cleaning, Sweeping & blowing also Edging remove all dirt off ☐ Road ☒ Parking lot ☐ Driveway

2. Filling in all pot holes with hot Asphalt (S-3) or (S-9) yes

Compacting with a Whacker packer or a one ton roller

3. Sealcoating ☐ Road ☐ Driveway ☒ Parking Lot jet black recommend for better coat applied by broom or spray

4. Striping all line with white paint, arrows, handicap signs, and bumper stops if needed yes

5. 2 year warranty must be maintained with Sealcoating job as needed

*Recommended every two years. Mafinal

Accept: Check, Cash, Zell, cash app

Paid \$2,500.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: \$5,000.00

\$ Five Thousand Dollars

With payments to be made as: \$2500.00 up front and \$2500.00 up Completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents, covid lock downs, or delays beyond our control.

Respectfully
Submitted

Mafinal

Note - this proposal may be withdrawn by us if not accepted within ____ days

ACCEPTANCE OF CONTRACT / PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Payments will be made as outlined above

Date of Acceptance: 11/29/2023

Signature: Mafinal

Signature: [Signature]

Page 23 of 90

Sharp Design of Mt Dora, LLC

1125 Robie Ave
Mount Dora, FL 32757 US
mtdesigns@gmail.com



Estimate

ADDRESS
Whiskey Kitchen

ESTIMATE 895
DATE 11/29/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/29/2023	signs	42" x 74" single sided aluminum sign panel	2	450.00	900.00T
	signs	74 x 16 black aluminum panel for bottom of frame	1	85.00	85.00T
SUBTOTAL					985.00
TAX					68.95
TOTAL					\$1,053.95

Accepted By

Accepted Date



Laura Gobie
laura@kelleypsfl.com

Estimate

Kelley Painting Services of Florida, LLC.

1217 Robie Ave
Mt Dora, FL 32757
352.646.7465

CONTACT

Edna Gonzalez
315 N. Highland Street
Mt. Dora, FL 32757
lpseb@icloud.com
321.914.7433

JOB ADDRESS

Whiskey Kitchen

ESTIMATE ID

28

DATE

11/30/2023

EXPIRES

02/29/2024

Estimate

Item

Kelley Specifications:

Interior Specifications:

New Drywall- Sherwin Williams PVA Wall Primer-1 Coat

New/Existing Plaster/Drywall- Sherwin Williams Pro-Mar 200 Flat/Eggshell(TBD)- 2 Coats

UPGRADE AVAILABLE TO EPOXY SEMI-GLOSS. Additional \$725.00 for all walls.

Whitewash - Minwax Stain- Simply White, Clear PPG-ProLux Clear Coat

Exterior Specifications:

Sherwin Williams Multi Purpose or Loxon Primer. TOP coat- Sherwin Williams Super Paint Exterior Coating.

Apply 1 coat of Primer at 250' per sq. ft. per gallon. DFT 4-7 MILS.

Apply 1 Coat of Paint at 250' sq. ft. per gallon. DFT 4-7 MILS.

NOTES:

**Price includes paint.

***Kelley Painting adheres to strict industry standards.

Please see guidelines at <https://pcapainted.org/industry-standards/>

Financial Responsibility and Definition of a Properly Painted Surface:

1.2. It is the intent of this document to define "Touch up."

2. Significance and Use

2.2. The painting and decorating contractor will repair and/or repaint the damaged area after receiving acceptance of its proposal and authorization to proceed on either a lump sum or time and material basis.

2.4. The painting and decorating contractor will repair and/or repaint the damaged area after receiving acceptance of its proposal and authorization to proceed on either a lump sum or time and material basis.

2.6. The painting and decorating contractor will produce a "properly painted surface." A "properly painted surface" is defined as uniform in appearance, color, texture, hiding and sheen. It is also free of foreign material, lumps, skins, runs, sags, holidays, misses, or insufficient coverage. It is also a surface free of drips, spatters, spills or overspray caused by the painting and decorating contractor's workforce. In order to determine whether a surface has been "properly painted" it shall be examined without magnification at thirty-nine (39) inches or one (1) meter, or more, under finished lighting conditions and from a normal viewing position.

3.1. ASTM, Volume 6.01, of ASTM standard, D16-00 (published September 2000).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to PCA INDUSTRY / CPIA standard practices.

<https://app.funderbolt.com/2023/12/19/governing-board-agenda-packet>88aa7e1840ef5247a5ae0e77e5df6f93b06400d3dd698aPage 26 of 90
December 19, 2023 CRA Governing Board Agenda Packet Page 26 of 90
Page 2 of 6

Options

These items are optional additions and are not included in the total.

Item	
Main Dining Room Walls	\$3,075.00
All Walls throughout the Dining, Bar, & Restroom Area. Ceilings in Restrooms- 2 Total Strip all varnish from Wood paneling, Sand, clean and Whitewash all paneling in Small Room and 1 wall in Main Dining Room. Not Included in Above: Any other wood, 3' below all walls(getting Tile), Bar surround, back wall of bar area, kitchen hallway, windows.	
Wood Paneling	\$1,750.00
All Wood Paneling	
Pressure Washing- Degreasing all areas with grease	\$450.00
Pressure wash all building, degrease back area of walls, soffits, FRP.	
Exterior Stucco, Soffits, Fascia, Brick @ Bottom	\$6,820.00
Strip Doors	\$1,200.00
Take Doors off, take to KPS, Strip all paint off, evaluate if doors can be stained. Stain, if possible. will take 5 days to complete process. PRICE IS PER DOOR. TO Sand and prepare for paint- \$450- EACH.	
Front Concrete Patio	\$1,620.00
Paint with H/C Concrete Paint, Add Anti-Skid flakes. 2 Coats. Cracks will be evident unless they are fixed prior. Can be discussed on best option.	
Metal Jalousie Windows South Windows	
Option #1- Strip/sand all existing off, reglaze/caulk, Spray 2 Coats Ben Moore Command Satin.- \$535.00/per (bank) window(2 total-I think) Option #2- lightly sand any drips on windows, caulk where bad, Spray 2 Coats Ben Moore Command Satin- \$375.00/per (bank) windows(2 total- I think)	

Terms

We agree to provide all necessary labor, materials, and supplies required to carry out the services specified in this contract, in accordance with the terms and conditions outlined herein. Upon completion of the services, our team will ensure that all materials, supplies, and debris are removed from the premises.

1. Scope of Work/Project Description

Please carefully review the job description and note that we are only obligated to perform the tasks specified in the estimate.

2. Paint/Materials

The estimate includes all costs associated with paint and materials. **Sherwin Williams Duration is Kelley Painting Services standard. IF budget does not allow, KPS can downgrade to SuperPaint Exterior or A-100.** IF customer supplies paint, no warranty will be included, and coverage cannot be guaranteed.

KPS reserves the right to substitute product due to supply chain demands. Customer will be notified.

Darker Colors will fade faster. Will also prohibit a uniform surface if substrate isn't in good condition.

To ensure that we have ample time to prepare and execute your project to the highest standards, we kindly request that you select your desired colors at least one week prior to the project start date. This will allow us to order the necessary materials and make any necessary preparations in a timely manner. Additionally, please note that any changes to the selected colors after work has commenced may result in additional charges. As part of our commitment to quality, all surfaces will be given two (2) coats of paint by default unless otherwise specified in the estimate.

Please Note: Some accent colors may require more than two coats to achieve the desired appearance. If such colors are chosen, the customer will be informed of any additional costs before work begins in that area.

3. Unforeseen Conditions

Any unexpected repair work including drywall, wood rot, etc. to be done by others or billed as an extra.

4. Customer Responsibility

- The job site must be free of debris and clean prior to our arrival.
- All hedges/bushes must be trimmed back 6" from the house.
- The work area must be clear of other trades.
- The customer must be available for a final walkthrough with the crew lead on the last day of the project.

5. Work Standards

Kelley Painting adheres to the strict industry standards. Please see guidelines at <https://pcapainted.org/industry-standards>. All material is guaranteed to be as specified. All work to be

completed in a workmanlike manner according to PCA INDUSTRY standard practices.

6. Warranty

We stand behind the quality of our work and the materials we use. That's why we offer a warranty on labor and materials for one (1) year following completion of the project. Warranty does not include fading, fertilizer and hard water stains, bugs (including mud daubers, blind mosquitos, and love bugs), Mold or Mildew Growth due to moist conditions. Nonetheless, we are committed to ensuring that you are satisfied with the work we provide and will always do our best to address any issues that may arise.

7. Termination

This agreement may be terminated, without penalty, by either party upon written notice within seventy two (72) hours from full and complete last execution. Execution shall be deemed to be complete upon the signing of all parties to this agreement to toll only after and the time for termination shall begin party has executed the agreement. notice shall be in writing, signed by the terminating party, and must be delivered to the other party(ies) in a manner that ensures that receipt is confirmed by the non-terminating party.

8. Acceptance

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Please signify your acceptance of this estimate by clicking on the "Accept" button and signing virtually.

9. Payment

Work cannot begin until the deposit is received.

The remaining balance of the total is due upon completion of the project.

ESTIMATOR SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Estimate #28 for Edna Gonzalez

Parking Lot is being repaired and repaved.



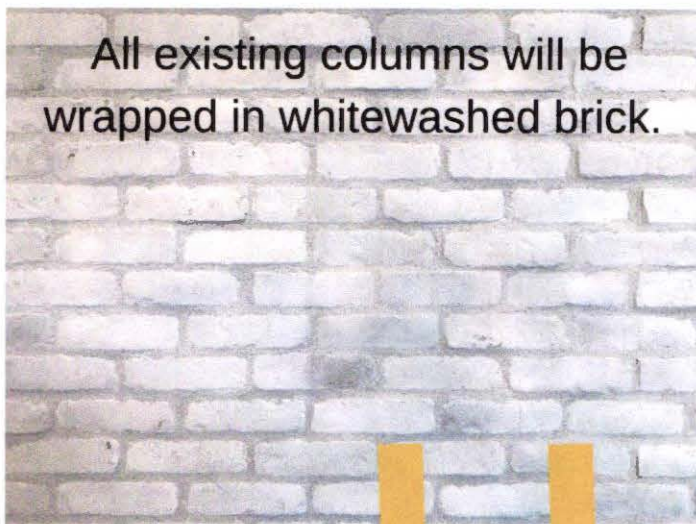


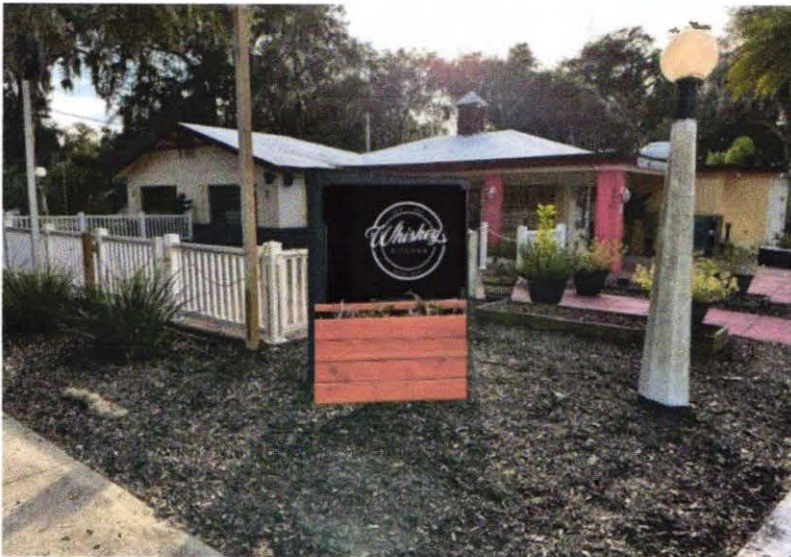
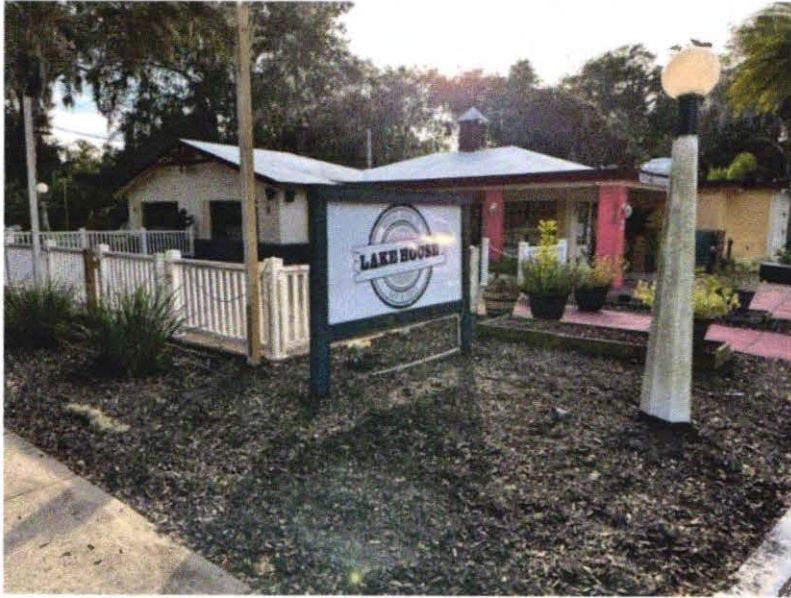
Your paragraph text

**All concrete walk areas
will be repaired and
repainted in Gauntlet
Gray**

GAUNTLET GRAY SW 7019

All existing columns will be wrapped in whitewashed brick.





**NEW Roof, Completely replaced in
dark charcoal/black color**





Exterior Completely repainted



**CITY OF MOUNT DORA COMMUNITY
REDEVELOPMENT A G E N C Y
COMMUNITY VISUAL IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is made by and between the City of Mount Dora Community Redevelopment Agency, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CRA", ARA LP Holdings, LLC. 500 Anderson Dr. Tavares, FL 32778, hereinafter referred to as "GRANTEE".

WITNESSETH

WHEREAS, pursuant to CRA Resolution 2018-37, the CRA created the Commercial Visual Improvement Grant Program (Program) consistent with the CRA Redevelopment Plan of 2019; and

WHEREAS, the purpose of the Program is to revitalize the community by helping to facilitate property renovation in the area; and

WHEREAS, the GRANTEE filed an application with the CRA, as required by the Program, seeking to renovate its property that is located within the boundaries of the CRA; and

WHEREAS, the CRA has determined that the application is complete and that the GRANTEE meets the requirements of the Program; and

WHEREAS, the CRA desires to provide funding to the GRANTEE pursuant to the Program as set forth hereafter.

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. PROPERTY.

The GRANTEE is the owner of that property located at 315 N. Highland St., Mount Dora, FL, 32757, identified by the Lake County Property Appraiser through Parcel Number: 32-19-27-2000-001-00100, Alternate Key: 1473985 (Property). The Property is located within the City of Mount Dora Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES.

A. GRANTEE

1. Within One Hundred Eighty (180) days after the execution of this Agreement, the GRANTEE must complete or cause to be completed the

construction work on its project as set forth in the application approved by the CRA and/or the City of Mount Dora or any required City of Mount Dora permits (Project). Any and all Project documents submitted to the CRA and the City of Mount Dora are incorporated herein by this reference; however, in the event of a conflict between the terms and conditions of this Agreement and the Project documents, the terms and conditions of this Agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the Project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA nor the City of Mount Dora shall have any responsibility or liability whatsoever, other than those specifically set forth herein, stemming from its agreement to provide partial funding for the Project.
5. The GRANTEE shall ensure that the Project is completed by contractor(s) who possess the required federal, state and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the Project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders and regulations of any federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the Project, the GRANTEE shall submit its certificate of occupancy, or other notice of Project completion, photos of the completed work, all invoices issued for the Project, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of at least five (5) Years unless otherwise agreed to by the CRA. If the GRANTEE fails to maintain the Project improvements for a period of five (5) years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.

9. During construction of the Project, the GRANTEE shall maintain a sign on the property indicating sponsorship by the CRA and the City of Mount Dora pursuant to the Program.

10. At all times relevant to this Agreement, the GRANTEE shall maintain general liability insurance, in amounts acceptable to the CRA, to protect the Property upon which the Project is being constructed.

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the grant.

2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Twenty-five Thousand Dollars (\$25,000.00) for up to fifty percent (50%) of the total eligible construction costs.,

SECTION 4. ERRORS IN DISBURSEMENT.

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the Program.

SECTION 5. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 7. RELATIONSHIP OF THE PARTIES.

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of the CRA or the City of Mount Dora for any purpose whatsoever.

SECTION 8. **INDEMNIFICATION.**

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the CRA or the City of Mount Dora, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program, the Project or this Agreement. The GRANTEE agrees to indemnify, defend and hold the CRA and the City of Mount Dora harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub- contractors, representatives, volunteers, or the like through and including any appeals stemming from the Program, the Project or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 9. **BINDING EFFECT.**

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 10. **ASSIGNMENT.**

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the CRA.

SECTION 11. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 12. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 13. **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts

of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes delay in the GRANTEE's completion of the Project, the City Manager may administratively extend the 180 (one hundred eighty) day completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 14. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CRA and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CRA and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CRA: City of Mount Dora
Community Redevelopment Agency
Attn: City Manager
510 N. Baker Street
Mount Dora, Florida 32757

Copy to: City Attorney.
510 N. Baker Street
Mount Dora, Florida 32757

GRANTEE: ARA LP Holdings, LLC.
500 Anderson Dr.
Tavares, FL 32778

SECTION 15. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 16. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 17. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 18. ANTI-DISCRIMINATION.

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by the CRA and/or the City of Mount Dora in connection with any aspect of the Program, the Project or this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ___ day of _____, 2023.

**CITY OF MOUNT DORA
COMMUNITY REDEVELOPMENT
AGENCY**

Crissy Stile, Chair

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

GRANTEE

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization of _____ who is personally known to me or who produced
_____ as identification, and who did/did not take an oath
this _____ day of _____, 2023.

(SEAL)

Notary Public, State of Florida

DF



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of High Value Job Creation Grant Incentive Program Agreement with Steamroller Studios, LLC.

Introduction:

This is a request for the CRA Governing Board to approve the High Value Job Creation Program (HVJCP) Grant Agreement with Steamroller Studios, LLC.

Discussion:

The High Value Job Creation Program was approved on April 4, 2018, by the CRA Governing Board and City Council under Resolution 2018-38 (a copy of the program guidelines can be found at <http://ci.mount-dora.fl.us/DocumentCenter/View/7423/Final-HVJCP--Program-Guidelines?bidId=>).

Steamroller Studios is headquartered at 301 N. Baker Street (northwest corner of 3rd Avenue and Baker Street). As of receipt of this application, Steamroller had 60 full-time employees. Steamroller plans to add another 55 high-wage jobs over the next year (2024). Steamroller qualifies for this program under the State of Florida Department of Economic Opportunity's Target Industry designation of an Infotech / Digital Media sector company. Per the City's adopted HVJCP Program guidelines, this makes Steamroller eligible for a \$2,500 grant for each new employee added over the next 12 months. Per the policy, Steamroller would need to create at least five new jobs to be eligible for this program, and they plan to exceed that number substantially. The total eligible grant award is not to exceed \$137,500. If these positions are not maintained in the City of Mount Dora for at least three years after the funding award, the grant recipient would have to pay back the grant funds to the CRA.

Steamroller has already received \$110,000 HVJCP funding from the CRA, on July 2, 2019, under Resolution 2019-80 (CRA). The company was eligible to receive \$112,500 total funding. Due to hiring challenges from the COVID-19 pandemic, they were not able to hire the last position before the agreement expired. Resolution No. 2020-176 (CRA) was approved on November 3, 2020, which allocated \$90,000 for 36 new hires. Steamroller applied for \$137,000 for 55 new jobs on the application for Resolution No. 2020-176 (CRA), however the CRA budget only had \$90,000 remaining for incentives at that point. Additionally, on July 7, 2018,

the City approved Ordinance, No. 2018-11, Economic Development Ad Valorem Tax Abatement Agreement for Steamroller Studios, LLC, which provided an estimated \$30,590 tax abatement over three years to support Steamroller's investment in the City of Mount Dora.

This grant application is requesting \$137,500 for 55 new high wage jobs. The grant policies all state that funding is on a first come, first served basis.

Budget Impact:

\$137,000, CRA GL 117-1640-552.83-01 line has a fund balance of \$192,500.

Strategic Impact:

Goal 1: Economic Development

Recommendation:

The CRA Board approve the High Value Job Creation Program (HVJCP) Grant Agreement with Steamroller Studios, LLC. with a maximum grant award of \$137,500.

Attachment(s):

1. Attachment #1 Steamroller Studios 10-2023 HVJCP Application (1)
2. Attachment #2 Steamroller Handbook Updated
3. Attachment #3 2023-06 Studio Statistics - Associate List (VestedHR) 7-14-23
4. High Wage Job Grant Agreement. 4

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, Planning and Development Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 12/7/2023
Approved - 12/7/2023
Approved - 12/15/2023
Approved - 12/15/2023
New -



**CITY OF
MOUNT
DORA**

Planning & Zoning Department
510 North Baker Street
Mount Dora, FL 32757
(352) 735-7112
Fax: (352) 735-7191
Email: plandev@cityofmountdora.com

**HIGH VALUE JOB CREATION PROGRAM
APPLICATION**

Date: 10/1/2023 Project Name: Steamroller

Company Name: Steamroller Studios, LLC

Contact Name: Mark Cleaver Title: Head of Operations

Company Address: 301 N Baker St, Suite 211, Mount Dora, FL 32757

Telephone: 321-234-6541 Fax: N/A

Company Federal I.D.: 46-4220932

Product or Service: Animation, Game Development, and Technology Services

Attach evidence of ability to perform with the terms of the contract.

1. Is your company expanding Yes or relocating _____ in Mount Dora?

2. Potential location of expansion/relocation (address if known) 301 N Baker St, Suite 211

Mount Dora, FL 32757

3. Total square feet 11,600 sqft

4. Anticipated expansion or relocation completion date 10/20/23 (for 1,600 expansion)

5. Estimated capital investment in new construction (land and building) N/A

6. Estimated capital investment in new equipment N/A

7. How many new full-time jobs will be created during the next 12 months? 65;

Hired locally 65 Transferred _____

How many full time jobs will be created during the next 12 months that qualify for HVJCP funding? 55

8. Current total number of employees: 111

9. Attach a spreadsheet of new positions indicating the position name, number of each position, hourly wage, and total number of positions.

(If an expanding company, please submit a list of current positions and the beginning hourly rate of pay for those positions.)

10. Description of benefit package (Please submit a copy of policy or handbook): See Handbook

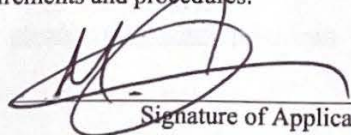
11. Estimated annual local purchases (excluding new equipment): \$50,000+

INCLUDE WITH APPLICATION:

- A. A spreadsheet of new positions indicating the position name, number of employees in each position, hourly wage, and total number of positions.
- B. If an expanding company - submit a list of current positions and the beginning hourly rate of pay for those positions.
- C. Description of benefit package (**Please submit a copy of policy or handbook**)

NOTE: Award of funds will only be made for those positions paying at least 115% or above the current average hourly wage in Lake County (or annual wage for salaried employees). When the application is reviewed and considered by the Mount Dora City Council, the Applicant or a representative for the Applicant should be present to give a brief presentation and answer questions. Award shall be based on final approval by the Mount Dora City Council, as funding is available.

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

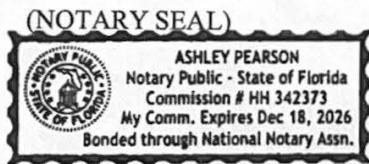

Signature of Applicant MARK CLEAVELAND

HEAD OF OPERATIONS
Title of Applicant

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this day of September 20 23 by

(Name of Person Acknowledging) Mark Cleaver



A Pearson
(Signature of Notary Public-State of Florida)

Ashley Pearson
(Name of Notary Typed, Printed or Stamped)

Personally Known X
Type of Identification Produced _____

OR Produced Identification _____

Mail or fax completed application to:

As Adopted 04/17/2018
Planning & Zoning Department
510 North Baker Street
Mount Dora, FL 32757
(352) 735-7112
Fax: (352) 735-7191
Email: plandev@cityofmounddora.com



Employee Handbook

**Steamroller Studios
a/k/a Steamroller**

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Welcome Introduction

Welcome to the Steamroller Studios family. We are delighted to have you as part of our organization and part of our team.

We believe our people are the key to our success and the continued growth of our organization. All the other elements, machines, equipment and other resources are of little significance without the people to use them effectively. As you join us, it is important to understand your most important function is to become a contributing member of our team, aiding all of us in achieving our goals.

Our goal is to provide our clients with the very best services available while maintaining a positive atmosphere for our employees.

On behalf of the owners, management team and myself, I welcome you and hope your relationship with us is a gratifying experience.

A handwritten signature in black ink, appearing to read 'M. Cleaver', with a stylized, flowing script.

Mark Cleaver
Studio Manager



We are a full-service game development studio with a focus on client relationships and family values.

Steamroller Studios – “Steamroller”

Formed by Adam Meyer, Keith Lackey, and Jalil Sadool, Steamroller Studios is a full-service production house with a family friendly atmosphere. Our personal backgrounds are in film, having worked on such titles as Avatar, Rise of the Planet of the Apes, How to Train Your Dragon 2, and The Hobbit Trilogy. Our studio offers animation, programming, concept art, and more. We have worked on projects such as Rise of the Tomb Raider, Worms W.M.D., Deus Ex: Mankind Divided, Prey, Agents of Mayhem and many others, including our own original IP, Deadwood: The Forgotten Curse.

Purpose of the Employee Handbook

The purpose of the Employee Handbook is to help you get better acquainted with Steamroller. You should become familiar with the contents of the handbook since it provides you with information regarding your employment, employee benefits and company policies.

Steamroller reserves the right to amend, add or change the policies, protocols, procedures and Employee benefits, listed or offered in the Handbook. If you have any questions about this Handbook, please contact the Studio or Human Resources Managers. This handbook is designed so that as policies and benefit plans change or new ones are implemented, additional or replacement pages will be distributed to you.

If at any time the information in your handbook differs from a more current company policy or benefit, the more current policy or benefit shall control. Please note that only the Studio Manager, Human Resources Manager and the Founders of Steamroller may modify any policy in the handbook.

Should you have questions or need further clarification of any information in the handbook, please contact your immediate supervisor, the Studio Manager or Human Resources Manager.

Nature of Employment

The Employee Handbook provides guidelines to be followed and is not an employee contract, and none of the policies described in this manual should be construed as being a part of an employment contract.

Since employment at Steamroller is based on mutual consent; both the employee and the employer have a right to terminate the employment relationship at will, with or without cause, at any time.

The Handbook and its special policies, supplement and appendices supersede the provisions and policies of any earlier dated and distributed version of this handbook.

Section 1 –Employment Practices and Operational Policies

Equal Employment Opportunity

Steamroller provides equal opportunity to all qualified employees, and applicants for employment, without regard to race, color, religion, gender, national origin, age, marital status, veteran status, handicap, or disability. This standard includes, but is not limited to, the following:

- Hiring, promoting, upgrading, or transferring employees when required.
- Pay and other forms of compensation.
- Work force reduction or termination

Steamroller is fully committed to making any reasonable accommodation that would allow an otherwise qualified person perform the essential functions of a job. Requests for a reasonable accommodation should be made in writing to management, the Studio Manager, or the Human Resources Manager.

All Steamroller employees and applicants are protected from coercion, intimidation, discrimination, and retaliation for making a report or participating in an investigation pertaining to these EEO issues. Any employee who experiences such activity should report it immediately to his/her supervisor, the Studio Manager, or the Human Resources Manager.

Open Door Policy

It is the philosophy of Steamroller to provide open communication as an avenue by which employees can pursue answers to their questions regarding their employment and benefits. The purpose is to ensure that employees may communicate their concerns, complaints or suggestions to all levels of management of Steamroller.

Most problems will be resolved informally, between you and your immediate supervisor and co-worker(s), if applicable. However, should the problem continue to exist, you are encouraged to communicate your concerns to the next level of management, the Studio Manager, or the Human Resources Manager.

Please remember: communicate your problem to the appropriate supervisor. Steamroller cannot help you find a solution if we are unaware of the problem.

Policy Against Harassment, Discrimination, and Retaliation

Steamroller is committed to providing a work environment that is free of all forms of unlawful harassment, discrimination, and intimidation. Employees and other individuals working at Steamroller Studios, such as contractors, are prohibited from engaging in unwelcome verbal, visual and physical conduct that are based on race, color, religion, sex, national origin, age, veteran status, disability or other categories protected under state laws or local ordinances, which can create a hostile, intimidating or offensive work environment.

In keeping with this commitment, we maintain a strict policy prohibiting all forms of unlawful harassment and discrimination in the workplace, including sexual harassment.

Unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual or harassing nature constitute unlawful harassment if:

- Submission to such conduct is made an explicit or implicit term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual; or
- Such conduct has the purpose or effect of either unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of such conduct, which violate this policy include, but are not limited to:

- Offensive or unwelcome sexual flirtations, advances or propositions.
- Verbal abuse of a sexual nature, including, but are not limited to slurs or epithets.
- Graphic or verbal commentaries about an individual's body.
- Sexually degrading words used to describe an individual.
- Unwelcome physical touching of others.
- written or graphic materials that denigrate or show hostility towards on individual or group because of personal characteristic and are placed on bulletin boards, walls or elsewhere on facility property or are circulated in the workplace

Harassment or discrimination in the workplace by any employee will result in disciplinary action up to and including termination.

Procedure: If you experience, observe or become aware of behavior that you believe to be harassing or discriminatory in nature, which is inappropriate or offensive, or which makes you or others uncomfortable, you have an obligation to report the behavior immediately to either your supervisor, the Studio Manager or the Human Resources Manager. Providing confidential information of this type will enable Steamroller to take appropriate action to ensure that employees enjoy a work environment free from harassment. All information gathered under this policy will

be kept as confidential as possible to protect you while allowing Steamroller to fully investigate the matter.

It is our policy to investigate any report of harassment. We will take whatever corrective action is deemed appropriate, including disciplinary action or termination of any individual who violates this policy. In addition, any individual who engages in conduct contrary to this policy may be personally liable if legal action is brought against him or her.

You will be protected from retaliation for making a report or participating in an investigation under this policy. Any person that retaliates against any individual who seeks a review under this policy will be considered in violation of this policy and such behavior will result in serious corrective action up to and including termination.

Drug and Alcohol Policy

Steamroller recognizes its responsibility in providing a safe and productive work environment for all employees. Toward this end, Steamroller has a particular concern about substance abuse, since it can affect an employee's productivity and efficiency, jeopardize the safety of others and impair the reputation of our organization. For these reasons, we have developed this policy to deal with those whose drug or alcohol use may affect the rest of us.

The possession, consumption, purchase or sale of an illegal drug on the premises of Steamroller is prohibited. Furthermore, no employee may be under the influence of alcohol or an illegal drug while on Steamroller premises, while operating equipment or while performing Steamroller business off Steamroller premises. An "illegal drug" is a drug or controlled substance which is (1) not legally obtainable, or (2) legally obtainable, but not obtained or used in a lawful manner.

A blood test, urinalysis or other drug/alcohol screening will be required of any employee where there is reason to believe that he or she may be using illegal drugs or may be under the influence of illegal drugs or alcohol. "Reason to believe" includes, but is not limited to, circumstances of an injury or accident during work where there is a reasonable basis to deem that an employee's impairment may have been a factor or, as part of follow-up drug and alcohol screening and testing, a positive result for illegal drugs or alcohol if the employee previously breached this policy but was permitted to remain employed on the condition that they subject to such follow-up drug and alcohol screening and testing from time to time.

An employee's cooperation with such a drug or alcohol-screening test is required as a condition of employment. The employee's refusal to cooperate with a request for testing and to provide a specimen may result in termination where there is "reason to believe" that the employee has violated this policy and the employee's refusal to cooperate has prevented a medical determination of his or her condition.

Any violation of this policy may result in immediate termination. However, employees who take the initiative of advising their immediate supervisor, the Studio Manager, or the Human Resources Managers before any workplace problems arise in advance that they have a medical problem with regard to alcohol or drug use, and who demonstrates a commitment to take the necessary remedial action, may be eligible for a medical leave of absence for such purpose and will not be subjected to disciplinary action for taking such leave.

Violence in the Workplace

Steamroller is committed to providing a safe and healthy work environment for employees, customers, and visitors. As a result, violence in the workplace will not be tolerated.

Steamroller has a zero-tolerance policy for violence. If you display any violence in the workplace or threaten violence in the workplace, you will be subject to disciplinary action up to and including termination.

You are encouraged to confidentially report any potential or actual violent incident immediately to your supervisor, the Studio Manager or the Human Resources Manager.

Standards of Conduct

Employees in any organization are expected to observe certain standards of job performance and acceptable conduct. While Steamroller cannot list every possible area of unacceptable conduct, set forth below are examples of conduct which would not be acceptable in the work environment and in the case of gross misconduct, may result in immediate termination on the first offense.

Job Performance

1. Below average work quality or quantity (as defined by your supervisor or in your job description).
2. Excessive absenteeism or tardiness.

Gross Misconduct

1. Insubordination.
2. Failure to follow safety policy or procedures.
3. Dishonesty.
4. Rudeness or lack of cooperation with employees, customers, or vendors.
5. Theft of company property or the personal property of others.
6. Falsifying or altering Steamroller records including but not limited to employment application, time sheets or medical documents.

7. Altercations, fighting, threatening, or intimidating others.
8. Violation of Steamroller's policy against discrimination and harassment.
9. Retaliating against any employee who makes a complaint or participates in an investigation relating to Steamroller's policy against discrimination and harassment.
10. Violation of the policy against Violence in the Workplace.
11. Being under the influence of, using, possessing, offering to sell or selling illegal controlled substances on Steamroller property or while conducting business for Steamroller.
12. Gambling on Steamroller property or while conducting Steamroller business.
13. Sleeping during working hours.
14. Illegally possessing a firearm or other dangerous weapons on Steamroller property or while conducting Steamroller business.
15. Being convicted of a crime that involves violence, dishonesty or moral turpitude or raises a threat to the safety or well-being of Steamroller employees.
16. Using or disclosing to unauthorized persons confidential or proprietary information of Steamroller, its affiliates, employees, agents, customers, vendors and partners.
17. Not following the documented policies of the company such as Steamroller operating instructions or procedures.

The foregoing list of unacceptable conduct does not alter the "at-will" nature of employment. Either the employee or Steamroller may terminate the employment relationship at any time, for any reason, with or without cause or prior notice, subject to state and federal applicable law.

Employment Categories

Unless otherwise specified, benefits not mandated by law, such as paid personal days and holidays, apply only to those individuals identified as full-time, regular employees.

Full-Time Employee

You are considered to be a full-time employee if you are regularly scheduled to work thirty-five (35) or more hours per week.

Part-Time Employee

You are considered to be a part-time employee if you are regularly scheduled to work less than thirty-five (35) hours per week.

Classifications and Overtime

Steamroller follows the guidelines and applicable laws and regulations set forth by the Fair Labor Standards Act to determine who meets, or does not meet, exemption from overtime status. The classifications used at Steamroller are as follows:

Exempt:

Some positions are classified as “exempt.” This term refers to positions that are “exempt” from being paid for any hours worked in excess of forty (40) but less than fifty (50) during a normal work week. “Exempt” employees shall receive a “bonus” for any time over what is specified in your contract. Steamroller does require all exempt employees to complete time sheets, identifying a normal pay period or any exceptions such as personal days or holidays.

Hourly:

As an hourly employee, you will receive one-and-a-half times your hourly pay for all hours worked in excess of forty (40) hours during a normal workweek. Steamroller requires all hourly employees to complete time sheets, as directed.

Introductory Period

The first ninety (90) days of your employment is an introductory period. During this period, your manager will be evaluating your skills, productivity, and teamwork. Simultaneously, you should be evaluating your position to determine whether it meets your expectations as well. During the introductory period, you are eligible for those employee benefits required by law, such as Worker’s Compensation Insurance and Social Security.

At any time before the completion of this introductory period and based upon your ongoing performance and behavior, the Steamroller may elect to place you on a full-time or part-time status, extend the introductory period or discontinue employment. At any time before or after the completion of the introductory period you are subject to termination without notice or requirement of cause and with forfeiture of accrued benefits to the fullest extent permitted by applicable law.

Work Schedules

Normal office hours are 9:00 am – 6:00 pm but Steamroller is open to flexible working hours with management approval. Employees' specific working hours will be determined by their respective manager.

Overtime

When operating requirements or other needs cannot be met during regular working hours, hourly employees may be scheduled to work overtime hours. If the company requires you to work overtime, you must receive approval from your immediate supervisor **prior** to working the overtime. Failure to obtain proper pre-approval may result in disciplinary action, even though you will be paid for the overtime hours in accordance with applicable law. For hourly employees, overtime is calculated at one-and-a-half times your hourly pay.

For purposes of calculating overtime for non-exempt employees, the work week begins at 12 am on Sunday and ends 168 hours later at 12 am on the following Sunday.

Reporting Time Worked

Accurate recording of time worked and absence from work is the responsibility of every employee. All Steamroller employees must complete and submit a time that is approved by their immediate supervisor. If it is necessary to make corrections or modifications to the time sheet, both the employee and supervisor must approve the changes.

Tampering, altering or falsifying time records, failure to timely turn in a completed time sheet, or recording time on another employee's time record, will result in disciplinary action, up to and including termination.

Meal Breaks/Rest Breaks

Most Steamroller employees are scheduled for an unpaid lunch break during any full workday. Lunch break is not intended to be a time to make up lost work time or as a method of logging overtime. Steamroller encourages all employees to take time away from their desk during a meal break. These breaks can actually boost performance so working through lunch should only be done on rare occasions.

Paid rest breaks are authorized by Steamroller Studios, to provide a brief period of relaxation and to promote greater efficiency. This period is not to exceed 15 minutes per four-hour work period.

Rest breaks may not be taken in conjunction with your meal period or at the beginning or ending of your scheduled work shifts.

Rest breaks are a benefit. This means that you will be paid for the break although you do not work. If you are unable to take a rest break, you will not receive any additional compensation.

Pay Periods

All employees of Steamroller will be paid on a **semi-monthly** basis, although this payroll schedule may be modified at any time by management. If a pay day happens to fall on an observed holiday or weekend, paychecks will be distributed on the business day immediately preceding the holiday or weekend.

Payroll Deductions

Steamroller is required to make certain deductions from your earnings. Amounts withheld may vary according to how much you earn and your number of designated W-4 withholding allowances. Mandated withholdings include such things as federal and state taxes, if any, income taxes, social security taxes and Medicare taxes.

In addition to such standard payroll deductions, Steamroller is required by law to comply with certain court orders, liens, or wage assignments and to make payroll deductions pursuant to those orders.

It is Steamroller Studios policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours, they may work for Steamroller Studios. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons.

- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan).
- full-day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave Act absences (either full- or partial-day absences).
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay.
- the first or last week of employment in the event the employee works less than a full week; and any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness, or disability.
- an absence because Steamroller Studios has decided to close a facility on a scheduled workday.
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness, or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact the Human Resources or Studio Manager.

Change of Status

It is your responsibility to notify Human Resources or the Studio Manager immediately if you change your name, address, phone numbers, marital status, or number of dependents. If any such information changes, you are required to complete and submit the change in HRIS and notify

Human Resources or the Studio Manager. Such information will be maintained in a confidential manner.

Personnel File Review

It is the policy of Steamroller to allow employees who are currently employed to review their own personnel files.

Please make arrangements in advance with Human Resources Manager or the Studio Manager to set a convenient time aside to review your file.

Performance Evaluation

The evaluation and feedback of an employee's performance is a daily ongoing process. The formal performance evaluation process provides an opportunity for the supervisor to discuss the overall employee performance and to communicate future expectations.

The performance evaluation session is also a time when the supervisor will formally address any areas needing improvement and provide an action plan for future performance.

Steamroller Studios endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

Workers Compensation

It is the intention of Steamroller to provide safe and healthy working conditions and to establish and enforce safe employment-related practices at all times by all employees.

Just as your job is a full-time responsibility, so is your safety. You must be constantly on the alert for potentially dangerous situations. Injuries do not always happen to "the other guy."

Be reminded, working while under the influence of drugs or alcohol is strictly prohibited by Steamroller. You may be tested for drugs or alcohol use if there is a reasonable suspicion.

What to Do If You Are Injured on The Job

Because we are concerned about your safety, we have established the following procedures:

If you are injured on the job, YOU MUST DO THE FOLLOWING:

Notify:

- Your immediate supervisor, and/or
- Studio Manager/Human Resources Manager

Then:

- Your supervisor will provide you with an authorization for medical treatment if necessary and will advise which designated medical facility you should visit.

Failure to follow Steamroller Studios procedures may affect the ability of employees to receive Workers Compensation benefits.

Appropriate Dress and Grooming

In an effort to maintain a professional environment, we ask all employees to exercise sound judgment and to dress appropriately for work. This means you need to maintain a neat, well-groomed appearance. Please avoid extremes in tight, revealing or otherwise workplace-inappropriate dress when representing Steamroller. Examples of inappropriate apparel include shirts with inappropriate pictures or slogans.

Anyone who reports to work dressed inappropriately may be asked to leave work and return to work (on their own time) so that they may dress appropriately. Employees who fail to observe these standards may be subject to disciplinary action up to and including termination.

Smoking & Non-Smoking Policy

Steamroller's philosophy regarding the health and safety considerations of its employees is to discourage smoking. Smoking is prohibited in all company premises.

Steamroller has determined that the creation of a smoke-free work environment is in the best interest of all its employees. Therefore, employees who violate this policy will be subject to disciplinary action up to and including termination.

Emergencies

Steamroller recognizes that certain emergencies may occur such as severe weather conditions, flood, or fire where employees work schedules may be unavoidably disrupted.

The most important consideration regarding emergencies is the safety of Steamroller employees. Employees will be updated on the particular condition and instructed to remain at their location or to evacuate the premises. If conditions warrant closure of a Steamroller facility, employees are responsible for staying in contact with their supervisor.

To the extent possible, employees are responsible for calling in daily for the duration of an emergency. Should the emergency be due to severe weather conditions occurring during a weekend or holiday, the employee is responsible for calling the main telephone number or contacting their immediate supervisor for instructions no later than 8:30 a.m. on the next workday, or at the beginning of their next scheduled shift.

In the event of a closure of a Steamroller facility, hourly employees will have a choice to used PTOs (if available) or take an unpaid time off.

Absenteeism & Tardiness

If you find it necessary to be absent from work, you are required to adhere to the following procedures.

First, personally contact your supervisor at least thirty (30) minutes prior to your scheduled start time, with a full explanation for your absence and an estimated time for your return to work.

Unless other arrangements have been made through your supervisor, you are required to call in each day during your absence. Failure to call on any day will be considered a serious breach of this policy. If your absence from work is three days in a row or greater, you may be asked by your supervisor to submit a doctor's note to the Studio Manager to verify your medical condition.

If you find it necessary to leave work before your scheduled workday ends, you are required to obtain authorization from your supervisor.

Employees who do not report for work on time, or who miss all or a part of a day's work place an extra burden on their fellow employees, as well as our customers. To avoid the unfair burden on others, we will follow these guidelines regarding absences and tardiness for hourly (non-exempt) employees:

- Employees who are repeatedly tardy or who are repeatedly absent may be subject to a verbal or written warning from their supervisor.
- Failure to show immediate and significant improvement after receiving such a warning could lead to additional disciplinary action up to and including termination of employment.
- A "no show, no call" for work, or any other serious attendance violations, may lead to immediate termination.

An employee, within his/her Orientation period, who has two occurrences should receive a Written Warning; if the employee has greater than two occurrences within the Orientation period, employment may be terminated; should the Orientation period be extended, this rule still applies.

If an employee calls out of work the day before, the day of, or the day after a holiday, the manager will review the circumstances of the absence. Based on this review, the manager has the discretion to determine whether to count the incident as a regular occurrence or go directly to issuing a Written Warning for the holiday-related call out. If an employee is already on discipline they can progress to the next level.

Please consult Human Resources for more detail information on how absences are calculated.

Electronic Communications Policy

Steamroller has established a policy regarding the use of electronic communications such as facsimiles, computers, voice mail, Internet, e-mail, and telephones, in an effort to ensure that employees utilize electronic communication devices in a legal, ethical, and appropriate manner.

It may not be possible to identify every standard and rule applicable to the use of electronic communications devices. Employees are therefore encouraged to utilize sound judgment whenever using any feature of any communications system.

Steamroller's policy against unlawful harassment, including sexual harassment and anti-discrimination extends to the use of and any component of the communications system.

Employees may not use any electronic communications device in a manner that violates the trademark, copyright, or license of any person, entity or organization. These restrictions also include infringement of proprietary, non-public, confidential or trade secret information.

Employees may not use any electronic communications device for any purpose that is competitive, either directly or indirectly, with the interests of the company or for any purpose that creates an actual potential or apparent conflict of interest with Steamroller.

While computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote the company's interests, employees may not maintain any expectation of privacy relating to these devices or the communications effected using them. The company retains the right to gain access to any information received by, transmitted by, or stored in any such electronic communications device, by and through its agents, employees, or representatives, at any time, either with or without an employee's or a third party's knowledge, consent or approval.

While Steamroller recognizes that its electronic communications may occasionally be used for personal use, excessive personal use or use that interferes with an employee's job performance will be subject to disciplinary action, up to and including termination.

Employees who violate any aspect of this policy or who demonstrate poor judgment in the manner in which they use any electronic communications device will be subject to disciplinary action, up to and including termination.

Use of Company Property

It is each employee's responsibility to take care of Steamroller's machinery, equipment and facilities on a daily basis. If company property needs repair, replacement or appears defective, please notify your supervisor immediately. Your safety is our utmost concern. Anyone who is careless or deliberately damages company property will be subject to disciplinary action up to and including termination.

Conflict of Interest and Confidentiality

All information, records and files, regardless of format or form, of Steamroller are considered confidential. No employee is authorized to use, copy or disclose any file, record or any part thereof except as expressly permitted or directed by Steamroller. Confidential information includes, but is not limited to, all correspondence or any other information concerning potential or actual transactions with customers, customer lists, payroll or personnel records of past or present employees, financial records of Steamroller, all records pertaining to purchases from vendor or suppliers, engineering drawings, correspondence and agreements with manufacturers or distributors and documents concerning operating procedures of Steamroller. All telephone calls, letters, e-mail or other requests for information about current or former employees should be immediately directed to the Studio Manager or the Human Resources Manager.

During the course of work, employees may become aware of confidential information about Steamroller Studios business, including but not limited to information regarding Steamroller Studios finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Employees also may become aware of similar confidential information belonging to Steamroller Studios clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to Steamroller Studios competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of Steamroller Studios may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

Steamroller at all times retains the right to access and search all storage devices, electronic media, files, databases, E-mail messages, voice mail messages and any other electronic information contained in or used in conjunction with the computer, electronic devices, voice mail systems and equipment, with no prior notice. This right applies both during employees' employment and after separation, regardless of whether the separation is voluntary or involuntary.

It is the policy of Steamroller to prohibit employees from engaging in any other business which competes, directly or indirectly, with Steamroller or its affiliates. Also, Steamroller prohibits employees from having a financial interest in an outside concern which does business with or is a competitor of Steamroller (except where such interests consists of holding securities of a publicly owned corporation regularly traded on the public stock market). Rendering of managerial or consulting services to any outside concern, which does business with, or is a competitor of Steamroller, except with knowledge and written consent of an authorized representative of Steamroller, is also prohibited.

The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of Steamroller Studios. It is not possible to give an exhaustive list of situations that might involve violations of this policy, so if you think that there is a possibility that you may have a conflict as described above, it is your responsibility to notify your immediate supervisor and obtain Steamroller's approval in writing.

Use of Social Media

Steamroller Studios respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Steamroller Studios interests and ensure employees focus on their job duties, employees must adhere to the following rules:

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions Steamroller Studios and also expresses either a political opinion or an opinion regarding Steamroller Studios actions that could pose an actual or potential conflict of interest with Steamroller Studios, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not Steamroller Studios position. This is necessary to preserve Steamroller Studios good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Steamroller Studios policies apply equally to employee social media usage.

Steamroller Studios encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

Media Policy

All media inquiries regarding the position of Steamroller Studios as to any issues must be referred to an authorized member of Steamroller Studios. No employees, unless specifically designated, are authorized to make, or approve public statements on behalf of Steamroller Studios.

Employment of Minors

Due to increasingly stringent federal and state laws, employees must be at least sixteen (16) years of age in order to be employed by Steamroller. If the position for which the minor is being hired requires working with or around heavy machinery, the minimum age requirement is eighteen (18) years of age.

Employment of Relatives

Steamroller believes in hiring the most qualified applicant for an open position, whether or not that applicant is related to an existing Steamroller employee. Prior to making an employment offer to an individual who is a relative of an employee, supervisor/managers will contact the Studio Manager and/or the Human Resources Manager to ensure such employment does not create the potential for, or appearance of, a conflict of interest. In no case will a relative report directly to another relative.

Corporate Travel

Steamroller has in place, policies which govern how corporate travel is reimbursed to our employees. These policies are followed for cost containment, employee safety and tax purposes.

If you are traveling on company business you will need to get prior approval from your immediate supervisor for all costs including air, car rental, hotel, etc.

Termination of Employment

In the event you choose to resign your employment with us, we ask that you follow the following procedures.

Written Notice of Termination:

We ask that you give at least two (2) weeks' notice prior to your last scheduled day of work unless stated otherwise in your contract. This notice must be in writing and given to your immediate supervisor or the Studio Manager.

Return of Company Property:

You are required to return all company property such as keys, tools, swipe cards, equipment, documentation, credit cards, computers, cellular phones, products, samples, etc. This must be coordinated with your supervisor in advance of your last day of employment.

Your final check:

In your final paycheck, you will receive pay for all hours worked up through your last day of employment, in addition to any unused earned vacation. In the case that you are a commissioned employee, your last commission check will be based on all commissions earned through your last day of employment and disbursed on the second pay period of the month following your last day.

Your last regular paycheck will be mailed to you on the payday associated with your last day of employment.

Steamroller reserves the right to deduct any relocation, tuition reimbursement, immigration or other expenses which an employee may owe Steamroller from any sums Steamroller owes the employee including, but not limited to, wages, bonuses, and vacation pay, prior to payment of such sums to the Employee.

In the event Steamroller is required to seek legal or other process to enforce any of its rights hereunder, the employee agrees to pay the Steamroller's collection costs and expenses including, without limitation, reasonable attorney's fees and court costs.

PTO may not be used in lieu of two-week notice of resignation.

If you resign without providing the requested notice or fail to work out your notice period after providing notice to Human Resources, you will forfeit all PTO benefits to the fullest extent permitted by applicable law. If you are terminated or asked to resign by Steamroller for violation of policies, rules, procedures, or for any reason other than layoff or reduction in force, you will also forfeit all PTO benefits to the fullest extent permitted by applicable law and will be considered ineligible for rehire.

Section 2 - Benefits

Benefit Overview

In addition to good working conditions and competitive pay, it is Steamroller Studios policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, health insurance and other plan benefits. We are constantly evaluating our benefits programs and policies to better meet present and future requirements. In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the summary plan descriptions (SPDs) and this handbook.

While Steamroller Studios intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

Insurance Programs

Full-time employees may participate in Steamroller Studios insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive SPDs describing the benefits in greater detail. Please refer to the SPDs for detailed plan information.

For more information please contact Human Resources.

Retirement Plan

Eligible employees are able to participate in Steamroller Studios retirement plan.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information.

Personal Days

Steamroller recognizes the need for balance between an employee's work life and personal life. Paid Time Off (PTO) gives employees paid time for vacations and personal time.

Regular full-time staff begin to accrue PTO immediately upon employment. They may use PTO as it is accrued. Employees may use time from their PTO bank in hourly increments. The time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include company paid holidays, bereavement time off, required jury duty, and FMLA and military service leave.

6.67 hours is accrued monthly, equaling 80 total PTO hours each year. To take PTO requires two weeks of advanced notice to the supervisor, Studio Manager, and/or Human Resources unless the PTO is used for legitimate, unexpected illness or emergencies. In all instances, PTO must be approved by the employee's supervisor in advance.

Earned PTOs can be used any time during the year provided. In some cases, with manager's approval, employees may borrow against PTO hours to be earned in the future. However, if employees leave their employment, they will be required to repay the unaccrued amount, or have it deducted from the last paycheck.

Accrued, unused PTO will be paid out at an employee's current pay rate upon separation from employment Steamroller Studios, typically with the last regular paycheck, unless employment is terminated for cause, serious misconduct or other reasons, at the discretion of Steamroller. Employees who give two-week notice of employment termination must work the two weeks without utilizing PTO.

If Steamroller closes for a reason other than holidays, employees who do not work, have a choice of using their accrued PTO time or take time off without pay.

PTO is not paid in addition to Short-Term Disability Insurance (STDI). If employees have multi-day illnesses or injuries, they must use either PTO and/or Sick days accrued paid during the two-week (14 calendar day) waiting period before STDI begins to pay any benefits. Employees do not accrue PTO while on STD leave.

Personal days do not roll-over to the following year and must be used prior to December 31st of each calendar year.

Anniversary dates will be rounded to the next closest new month date for purposes of increased vacation time.

Sick Leave

Sick Leave allows employees to take up to thirty-two (32) paid hours off due to the employee's own illness or injury.

Employees are entitled to use paid sick time starting on the first day of employment for their own illness, injury and/or medical treatment.

To be eligible to receive earned sick leave for time taken off due to illness, employees are required to notify their supervisor at least thirty (30) minutes before their scheduled starting time. The supervisor should be contacted each additional day of the absence.

Employees should consult the Family Medical Leave Policy if they have a serious health condition and additional time off might be needed.

Earned and unused vacation leave may be applied toward sick leave. However, unused and accrued sick leave may not be transferred to an employee's vacation leave. Sick leave may be used for appointments with a licensed doctor, dentist or recognized practitioners. When appropriate, a partial sick day may be used rather than a full day.

Payment for sick days is not considered as time worked in the computation of overtime. Other required days off due to illness or injury will be unpaid.

Employees will be required to submit a certification from their treating licensed medical care practitioner upon returning to work after an absence of three (3) or more consecutive days.

Unused sick time accrued will not be made payable to employees upon leaving the service of Steamroller, regardless of the reason for termination.

Make up hours have to be approved in advance and cannot be used until sick leave is exhausted.

Sick Leave expires at the close of each calendar year.

Holidays

All full-time, salary employees are eligible for holiday pay. Steamroller recognizes the following as company-paid holidays (these may be changed by management at any time):

***New Year's Day
Memorial Day
Independence Day (Fourth of July)
Labor Day
Thanksgiving Day
Christmas Day***

Holiday pay is paid based on your regular, straight-time pay rate. Holiday pay does not count as hours worked for purposes for calculating an employee's entitlement to overtime. Hourly employees asked to work on a recognized holiday will receive holiday pay in addition to their normal rate, for hours worked on the holiday.

If a recognized holiday falls on a Saturday, the holiday observance will be the preceding Friday. If the holiday falls on a Sunday, the holiday observance will be the following Monday. If a holiday occurs during an employee's vacation or sick leave, holiday pay will be provided in place of vacation or sick/ personal day leave hours for the applicable holiday day(s).

If employee participates in a flex work week, during the week that has a holiday, the schedule will revert to 5 day with 8-hour shifts.

Jury Duty

Steamroller Studios recognizes an employee's civic responsibility, when subpoenaed, to serve on a jury or to testify as a witness.

The process is outlined below:

- The employee must provide a copy of the jury duty summons to Human Resources and their manager within one day of receiving the summons.
- When called as a juror or witness, the employee should immediately notify his/her supervisor. If the jury obligation is less than three (3) hours in a day, the employee must report for the rest of his/her work shift.
- Employees who appear in court on their own behalf, or who are subpoenaed for matters unrelated to the employee's employment at Steamroller Studios, must use PTO. If PTO is not available, approved leave will be unpaid.
- In no case will your employment be affected if you perform jury duty. You will not be harassed, threatened, or cajoled into getting out of jury duty and the same job will be available upon your return.
- If employee report for jury duty and he or she are dismissed, they will be expected to report for work for the remainder of the day on which this occurs.

If an employee is required to attend a legal proceeding on behalf of Steamroller, this time will be considered as regular work time and paid accordingly.

Voting

You may be released from work, in compliance with applicable state law, to vote in local, state, and federal elections if it is not possible for you to vote either before or after working hours. If you need time off for voting, you must request such time within a reasonable period prior to the election. Steamroller Studios may specify the time period in which you may be absent for voting, other than your regular meal breaks. Consult your Human Resources department for more information.

Bereavement Leave

In the event of death in the immediate family, full-time regular employees are eligible for up to three (3) paid consecutive working days, not to exceed twenty-four (24) hours to make necessary arrangements for and to attend the funeral. An employee's immediate family is defined to include spouse, partner, child, father, mother, sibling, mother-in-law, father-in-law, grandparents, or grandchildren. This policy would also include stepparent, stepsibling, or stepchild.

The process is outlined below:

- All regular full-time and part-time employees are eligible.
- Bereavement leave is to be utilized within fourteen (14) days of the date of death. Exceptions for unusual circumstances (i.e., remains must be transported from overseas) must be coordinated with Human Resources.
- Supervisors may ask employees to provide a certification of the death, such as a death certificate or a published death notice before bereavement pay will be authorized.

If additional time is necessary, you may request additional personal leave with your supervisor's approval.

Section 3 - Leave of Absence

Family & Medical Leave of Absence (FMLA)

Employees who have completed at least twelve (12) months of employment and who have worked at least 1,250 hours in the last twelve (12) months, in addition to any other eligibility requirement established by federal law, are entitled to an unpaid family medical leave of absence (FMLA). Reasons for granting such leave include the birth of an employee's child, the placement of a child with an employee for adoption or foster care, an employee's serious health condition or a serious medical problem that requires an employee to care for the employee's spouse, child or parent. You must provide at least thirty (30) days advance written notice to Steamroller of your need for a leave, or in case of an unforeseen circumstance in which such thirty (30) day advance written notice is not possible, you must provide as much advance written notice to your supervisor as possible. Failure to comply with these notice requirements is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

Any request for FMLA leave to care for your spouse, parent or child must be accompanied by a statement, reasonably acceptable to Steamroller, from the relative's health care provider certifying that you are needed to care for that relative. Employees are eligible for up to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period measured backward from any date the

employee takes such family or medical leave. Under certain circumstances, an employee may be eligible for leave on an intermittent or reduced work schedule basis. Subject to certain conditions, you may be required to use available earned, paid leave (such as sick time or vacation) for some or all of the leave. Employees who satisfy all the conditions of the policy and who return to work immediately following the expiration of an approved family care leave will be restored to their former position (or equivalent), provided such a job would still be available had they not taken such leave. Time spent on FMLA leave of absence will not be used for computing or accruing employee benefits including, but not limited to, personal days or holidays.

There are a number of factors, which can affect the amount of unpaid medical leave for which you are eligible. An employee's combined family and medical leave may not exceed twelve (12) weeks in any twelve (12) month period.

Employees must use all available vacation and sick pay benefits concurrent with their FMLA leave.

You should speak directly with your immediate Supervisor and/or the Studio and Human Resources Manager prior to taking leave to ensure you understand all your rights and obligations while on leave. Failure to comply with this requirement may substantially affect your rights.

Remember, the duration of the leave, the availability of insurance benefits, the opportunity for reinstatement, and other privileges associated with the leave are limited to the requirements of applicable federal law. No express or implied contractual rights may be inferred from this policy.

Military Leave

An employee who enters the Armed Forces of the United States will be placed on an extended leave without pay in accordance with applicable federal laws. Upon completion of military service, the employee will be reinstated with full seniority to his or her former position with the company, or to a comparable position if application for reemployment is made within ninety (90) calendar days of the employee's release from military service or hospitalization following such service.

Annual Military Reservist Leave:

If you are a member in the military reserves of the United States and are required to attend annual military training, you will be placed on a leave of absence and given time off for up to ten (10) working days annually to fulfill that military obligation. Employees must notify their supervisor in writing and provide copies of their military orders prior to such leave. Steamroller will pay employees for the difference between the military compensation and the employee's regular rate of pay during this leave period. The employee must provide documentation reasonably acceptable to Steamroller showing the amount of pay received during the military leave.

If you are called to active duty due to a national emergency, you will be placed on a non-paid leave of absence status during the emergency. Unless prohibited by applicable law,



employees must notify their supervisor and provide copies of their military orders prior to their leave.

Contact Human Resources for more information.

Last updated 09/2020

Receipt of Handbook Acknowledgment

I have received my Steamroller Employee Handbook. I understand that it is my responsibility to become familiar with the information in this handbook, as amended.

If I have questions regarding the content of the handbook, I will consult with my supervisor or contact the Steamroller Studio Manager.

I will bring with me to work a set of values that creates a positive work environment for me and for my fellow co-workers. I will show respect and acceptance towards each employee by lending a helping hand for my personal success and that of others.

(Print) Employee Name

Department

Employee Signature

Date

(Print) Steamroller Representative

Department

Steamroller Representative Signature

Date

Date of Submission	7/14/2023								
Associate Code	Associate Title	Start Date	Annual Salary	Minimum Requirement by City:					
AM27GQ2G9	CDO	1/1/2014	\$ 194,042.64						\$40,291.00
KL43DF5H7	CTO	1/1/2014	\$ 189,633.60						
JS65GF3D1	CCO	1/14/2014	\$ 209,642.40						
JM78LX6F2	Lead Environment Artist	7/1/2014	\$ 57,470.40						105
AM87FD2L53	Head of Animation	7/1/2014	\$ 110,036.24					Applicable Resources, Last Month	112
WC32GJ3H6	Senior Developer	10/8/2015	\$ 72,800.00					Applicable Resources	7
MC85GU2D3	Head of Operations	2/26/2016	\$ 109,927.49					Net New Resources	
FG05KJ8F7	Animator	5/9/2016	\$ 60,715.20						
TB86LY9G2	Head of Design	5/17/2016	\$ 77,122.61						
JV87DB4H6	Head of Technology	6/18/2016	\$ 104,877.87						
ML47DA7L8	Lead Animator	7/5/2016	\$ 87,651.20						
SM71FM9Q3	Head of Animation	7/8/2016	\$ 110,525.56						
JM94DJ8N2	Animation Director	8/1/2016	\$ 105,045.82					Non Applicable Resources	3
BC74JD2M5	Animator	4/4/2017	\$ 62,400.00						
AM20KM6B1	Lead Animator	6/6/2017	\$ 74,734.40						
CR58KB8M6	Developer	8/7/2017	\$ 45,760.00						
KK44CX7L3	Lead Modeler	11/6/2017	\$ 78,832.00						
HL53HN7B4	Upper Senior Animator	3/19/2018	\$ 90,750.40						
TC75HK7Z0	Developer	3/22/2018	\$ 52,000.00						
RR42GC2B7	Executive Assistant	3/23/2018	\$ 49,920.00						
PB23FV7F2	CTO - SRT	5/1/2018	\$ 174,033.60						
TR54VB5M7	2D Artist	5/29/2018	\$ 51,230.40						
JW83KF0J6	Developer	7/30/2018	\$ 55,702.40						
JB44LW7H5	Senior Animator	8/6/2018	\$ 69,222.40						
TD51MU1B8	Lead Animator	8/10/2018	\$ 81,120.00						
AH46MR5S6	Senior Developer	8/21/2018	\$ 72,800.00						
RD07FW5D2	Accounting Consultant	9/12/2018	\$ 104,000.00						
RM90DZ5C7	IT Technician	10/11/2018	\$ 47,798.40						
JR08CE4K9	Compositor Supervisor	10/15/2018	\$ 76,856.00						
BG55KL0X8	Junior Game Designer	1/2/2019	\$ 53,206.40						
AG40UE0G9	Lead Animator	1/7/2019	\$ 84,572.80						
TM04WA8G3	Lead Animator	3/25/2019	\$ 66,809.60						
DP15DO8V4	Lead System Administrator	4/1/2019	\$ 90,480.00						
TL31MC8P5	Animation Director	5/28/2019	\$ 159,119.97						
MW30MN9T4	Head of Operations, SRT	8/23/2019	\$ 72,800.00						
GW20HH9T0	Technical Artist	10/8/2019	\$ 52,000.00						
SB88MW3F6	Head of Talent & Culture	11/4/2019	\$ 91,105.18						
BK25FT8R6	Lead Animator	12/16/2019	\$ 63,003.20						
SS00GD5X5	Head of Production	1/20/2020	\$ 75,304.45						
JK92UX6R0	Animator	1/27/2020	\$ 62,400.00						
CP49DN0T4	Lead Technical Artist	1/27/2020	\$ 64,355.20						
DD43AP4L7	Junior Animator	1/27/2020	\$ 41,246.40						
CM83RF5T7	Modeler	2/17/2020	\$ 64,147.20						
DT71N0P80	Associate Producer	2/19/2020	\$ 64,896.00						
BR67KW8E7	Head of Story/ Creative Supervisor	4/1/2020	\$ 109,968.08						
JZ46RZ7P0	Unreal Dev	4/6/2020	\$ 53,560.00						
TL97QM1L3	Visual Development Artist	5/18/2020	\$ 54,433.60						
ST55GI3D5	IT Technician	6/1/2020	\$ 44,761.60						
RC97FT7R0	Animator	9/14/2020	\$ 69,180.80						
IT70PA9V9	Graphic Artist	10/12/2020	\$ 71,084.40						
TW88VLOQ3	Lead Animator	2/1/2021	\$ 70,720.00						
JC51FP9M2	Head of Creative	2/15/2021	\$ 111,040.59						
TA80EM2G6	Production Coordinator	3/1/2021	\$ 49,920.00						
RF51FP9A0	Rigging TD	3/15/2021	\$ 47,590.40						
DM53TV8E2	Animator	3/15/2021	\$ 64,812.80						
FS59DL9T1	Rigging TD Supervisor	3/22/2021	\$ 79,153.97						
YK63FM8P0	Animator	4/5/2021	\$ 60,528.00						
NS24OM4R3	Storyboard Supervisor	5/24/2021	\$ 91,356.28						
MM74OV3Q4	Production Coordinator	5/26/2021	\$ 47,382.40						
CO87PM6R0	Developer	6/21/2021	\$ 57,449.60						
SS23C6A4O1	Animation TD	6/21/2021	\$ 47,840.00						
DK78RM3J5	Executive Assistant	6/23/2021	\$ 47,621.76						
MM13PM4X6	Junior Developer	6/28/2021	\$ 41,600.00						
AB48TX6S7	Senior Developer	6/30/2021	\$ 93,600.00						

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Date of Submission	7/14/2023						
Associate Code	Associate Title	Start Date	Annual Salary		Minimum Requirement by City:	\$40,291.00	

**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MOUNT DORA
HIGH VALUE JOB CREATION
GRANT INCENTIVE PROGRAM AGREEMENT**

THIS AGREEMENT is made by and between the Community Redevelopment Agency of the City of Mount Dora, Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CRA”, and Steamroller Studios LLC, 301 North Baker Street, Mount Dora, Florida 32757 hereinafter referred to as “GRANTEE”.

WITNESSETH

WHEREAS, pursuant to CRA Resolution 2018-38, the CRA created the High Value Job Creation Grant Incentive Program (Program) consistent with the CRA’s objective of encouraging development or expansion of certain industry businesses that will have a significant economic impact on the CRA; and

WHEREAS, it is intended that such target industry businesses will create high-value jobs and sustainable employment within the CRA; and

WHEREAS, the Program is designed to provide a monetary grant award to businesses which create and sustain such high-value jobs within the CRA; and

WHEREAS, the GRANTEE has filed an application with the CRA indicating that it will create and sustain at least the minimum number of high-value jobs within the CRA pursuant to the Program objectives; and

WHEREAS, the CRA has determined that the GRANTEE meets the requirements of the Program; thus, it desires to provide a monetary grant award to the GRANTEE pursuant to the terms and conditions set forth herein.

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

SECTION 1. **RECITALS.**

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. **TERM.**

The term of this Agreement shall extend for five (5) years from the date of execution by the CRA.

SECTION 3. HIGH VALUE JOBS CREATED.

The GRANTEE operates a target industry business within the City of Mount Dora and will be expanding to add positions which are classified as being Information Technology, High Technology, Life Sciences and/or Advanced Manufacturing as set forth in the CRA's Program. During the term of this Agreement, GRANTEE agrees to create at least five (5) and a maximum of forty-five (45) new High Value Wage Jobs as set forth in the CRA's Program and more particularly described hereafter. Each newly created High Value Wage Job must be filled within one (1) year after the execution of this Agreement and must be sustained for a period of at least four (4) years from the date the position is first filled. A "High Value Wage Job" is one in which the annual wage is one hundred fifteen percent (115%) or more of the average annual wage for Lake County as determined by the Florida Department of Labor and Employment Security, as from time to time amended. "Sustain or Sustained" shall mean that the High Value Wage Job remains continuously active, being either filled for the entire term of this Agreement or in transition, waiting to be filled, for no more than thirty (30) days at a time.

SECTION 4. GRANT AWARD FUNDING.

The CRA shall remit a single payment in the amount of two thousand dollars (\$2,000.00) for each High Value Wage Job created and filled within the first year of this Agreement plus a bonus payment of five hundred dollars (\$500.00) for each such job that falls within either the Information Technology, High Technology, Life Sciences and/or Advanced Manufacturing categories to be used toward certain specified expenses. GRANTEE may receive a maximum amount of \$2,500.00 for each newly created and sustained job which meets the criteria of the Program as set forth herein for every High Value Wage Job created in the first year of this Agreement not to exceed fifty-five (55) jobs. Payment under this Agreement is subject to fund availability in the sole discretion of the CRA. This grant amount shall not exceed \$137,500.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

- A. During the first year of the Agreement, the GRANTEE shall provide the CRA with monthly progress reports related to the new High Value Wage Jobs to be created hereunder. The monthly progress reports at a minimum should be in the form of payroll reports showing each new position added with the appropriate wage being paid therefor.
- B. After the first year of the Agreement, the GRANTEE shall provide the CRA with biannual reports which evidence that each new position created in the first year is being sustained with the appropriate wage being paid therefor.
- C. GRANTEE is responsible for paying the wages of those individuals filling the jobs created pursuant to this Agreement as well as Workers' Compensation coverage pursuant to Florida law and other benefits which GRANTEE provides to its other employees and hereby acknowledges that the CRA shall have no

responsibility for assisting GRANTEE with Sustaining any job created pursuant hereto as a High Value Wage Job.

- D. GRANTEE must only use the grant funds received for expenses related to a new location or existing business expansion, including:
1. payment of impact and permit fees
 2. relocation costs
 3. employee training
 4. building construction loan interest pay down
 5. leasehold improvements
 6. employee relocation assistance
 7. purchase of new equipment or any other legitimate business expense.
- E. If GRANTEE fails to create at least five (5) High Value Wage Jobs in the first year of this Agreement or if GRANTEE fails to Sustain, for a period of at least two (2) years from the date of creation, all of the High Value Wage Jobs it creates within the first year, the CRA may seek a prorated reimbursement of the grant amounts awarded hereunder. Upon request of the CRA for reimbursement, the GRANTEE shall have sixty (60) days in which to repay the prorated amount. Failure to repay the prorated amount may result in the GRANTEE being disqualified from receiving any grant funding in the future from the CRA. The CRA may pursue any and all available legal remedies against GRANTEE for its failure to repay the prorated amount as requested.

SECTION 6. ERRORS IN DISBURSEMENT.

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the Program. Failure to reimburse any amounts disbursed in error may result in the GRANTEE being disqualified from receiving any grant funding in the future from the CRA. The CRA may pursue any and all available legal remedies against GRANTEE for its failure to repay any amounts disbursed in error.

SECTION 7. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 8. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action,

proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 9. **RELATIONSHIP OF THE PARTIES.**

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of the CRA for any purpose whatsoever.

SECTION 10. **INDEMNIFICATION.**

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the CRA or the City of Mount Dora, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program or this Agreement. The GRANTEE agrees to indemnify, defend and hold the CRA and the City of Mount Dora harmless from any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming from the Program or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any insurance coverage amounts maintained and shall survive termination or natural termination of this Agreement.

SECTION 11. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 12. **ASSIGNMENT.**

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the CRA.

SECTION 13. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 14. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 15. **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party.

SECTION 16. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CRA and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CRA and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CRA: CRA of Mount Dora
 Attn: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32757

Copy to: City Attorney
 510 N. Baker Street
 Mount Dora, Florida 32757

GRANTEE: Steamroller Studios, LLC
 301 North Baker Street
 Mount Dora, Florida 32757

SECTION 17. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 18. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 19. **PUBLIC RECORDS.**

The GRANTEE understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to this Agreement, may be open to the public for inspection in accordance with Florida law.

SECTION 20. **ANTI-DISCRIMINATION.**

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by the CRA or the City of Mount Dora in connection with any aspect of the Program or this Agreement. GRANTEE agrees that it will not discriminate in hiring individuals for the High Value Wage Jobs contemplated under this Agreement.

SECTION 21. **USE OF CRA NAME, LOGO AND/OR SEAL**

The GRANTEE may only use the CRA/City of Mount Dora name, logo and/or seal with the express written permission of the CRA/City of Mount Dora and consistent with any CRA/City of Mount Dora policy related to the same; however, GRANTEE understands and agrees that the CRA/City of Mount Dora may use the GRANTEE's name associated with the Program and/or the funds provided pursuant to the Program.

SECTION 22. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

*Remainder of page intentionally left blank -
Signatures on following page*

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2023.

**CITY OF MOUNT DORA
COMMUNITY REDEVELOPMENT
AGENCY**

Crissy Stile, Chair

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

GRANTEE

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2023.

(SEAL)

Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective the 14 day of DECEMBER, 2023.

**CITY OF MOUNT DORA
COMMUNITY REDEVELOPMENT
AGENCY**

Crissy Stile, Chair

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

GRANTEE

STEAMROLLER STUDIOS LLC

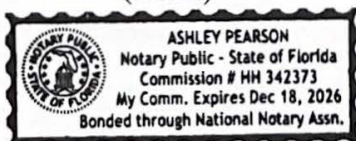
By: [Signature] MARK CLEAVER

Title: HEAD OF OPERATIONS

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of Mark Cleaver who is personally known to me or who
produced _____ as identification, and who did/did not
take an oath this 14 day of December, 2023.

(SEAL)



Ashley Pearson
Notary Public, State of Florida