



# City of Lake Helen

Volusia County, Florida

MAYOR

Buddy Snowden

COMMISSIONERS

Ann Robbins

Vernon Burton

Rick Basso

Cameron Lane

## WORKSHOP LAKE HELEN CITY COMMISSION

August 7, 2014

7:00 P.M.

Creative Arts Café  
493 S. Lakeview Drive

### AGENDA

Any individual wishing to speak before the City Commission regarding any item on the agenda must fill out and submit a BLUE speaker card to the Recording Secretary, be recognized by the Chair, and limit his/her remarks to three minutes unless otherwise directed by the City Commission. Any individual wishing to speak to the City Commission during the Public Forum portion of the agenda must fill out and submit a YELLOW speaker card to the Recording Secretary, be recognized by the Chair, and limit his/her remarks to three minutes unless otherwise directed by the City Commission. **The Public Forum portion of the agenda is reserved for citizens to address the City Commission regarding items/issues that are not on the agenda.**

**CALL TO ORDER:** Mayor Snowden

**DELETIONS OR MODIFICATIONS TO AGENDA**

**COMMISSION DISCUSSION**

Future of the Creative Arts Café Facility

**PUBLIC FORUM:** Yellow Cards – For any individual wishing to speak to any issue not on the agenda. Comments will be limited to three minutes unless otherwise directed by the City Commission. Person wishing to speak must approach the front podium, give name and address.

**ADJOURNMENT**

The City Commission may discuss other issues related to these matters or any other issues relating to City business or take action on any matters relating to City government at the aforementioned meeting. If any person decides to appeal any decision by the Lake Helen City Commission with respect to any matter considered at the above meeting, he/she will need a record of the proceedings, including all testimony and evidence upon which the appeal is based. To that end, such person will need to insure that a verbatim record of the proceedings is made. The City of Lake Helen does not provide this record. Individuals with disabilities needing to participate in any of these proceedings should contact the City offices at least three (3) working days in advance of the meeting date and time at (386) 228-2121.



**AUGUST 7, 2014 AGENDA ITEM MEMORANDUM  
COMMISSION DISCUSSION**

**SUBJECT:**

Discussion of the future of the Creative Arts Café facility.

**BACKGROUND:**

The Commission decided to close the Creative Arts Café on April 10, 2014. At the July 10, 2014 Regular City Commission Meeting the Commission decided to hold a structured Workshop regarding the future of the Creative Arts Café facility.

Although the Café area is closed the building continues to be used for ECHO programs utilizing the Creative Arts Classroom.

**ATTACHMENT(S):**

Restrictive Covenants 4/6/2004

County of Volusia ECHO Grants-in-Aid Agreement

This instrument prepared by  
Frank B. Gummey, III  
Deputy County Attorney,  
County of Volusia,  
123 W. Indiana Avenue,  
DeLand, FL 32720-4613

04/06/2004 09:39 AM  
Instrument# 2004-080883  
Book : 5291  
Page : 1716

## RESTRICTIVE COVENANTS

THESE COVENANTS are entered into this 5<sup>th</sup> day of March, 2004, by the City of Lake Helen, P.O. Box 39, Lake Helen, FL 32744, hereinafter referred to as "the Owner" and "the Grantee/Lessee," and shall be effective for a period of 40 years from the date of recordation by the Clerk of the Circuit Court of Volusia County, Florida

WHEREAS, the Owner is the fee simple title holder of the Property located on Lake View Drive, Lake Helen, in the County of Volusia, Florida, as described as Exhibit A, attached to and made a part hereof, and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of Volusia, Florida, 123 W. Indiana Avenue, DeLand, FL 32720, hereinafter referred to as "the County," in the amount of \$156,626.00, to be used for the construction of the facility situated on the property of the Owner as described as Exhibit A, and

Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

1. The Owner and the Grantee/Lessee agree to maintain the property so that it continues to be used for as an ECHO facility as defined in the ECHO application definition and described in the grantee's application No. GY 04-18.
2. The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
3. The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of 40 years from the date of recordation, and that if the restrictions are violated within the 40-year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
  - a. If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
  - b. If the violation occurs after the first half of the effective time period, the County shall be entitled to return of the entire grant amount, less the quotient of 2 divided by the number of years in the time period times each year past the mid period of the effective time period times the grant amount. For instance, if the effective period is for forty (40) years and the violation occurs after the thirtieth anniversary of the effective date of these covenants, but prior to the thirty-first anniversary, the County shall be entitled to return of 50% of the original grant amount.

4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award Agreement dated \_\_\_\_\_, 2004. To insure the ability to repay the grant, the Owner and Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.

5. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida, and shall pay any and all expenses associated with their filings and recording.

6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

WITNESSES:

Jeanne Grammatikas  
Printed Name: Jeanne Grammatikas  
Rick Muller  
Printed Name: Rick Muller

OWNER: City of Lake Helen  
By: Don FindeLL  
Printed Name: DON FINDELL  
Title: CITY ADMINISTRATOR  
GRANTEE: City of Lake Helen  
By: Don FindeLL  
Printed Name: DON FINDELL

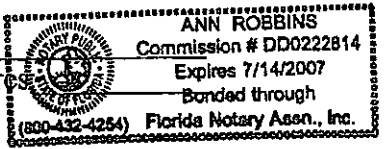
STATE OF Florida  
COUNTY OF Volusia

SWORN TO and subscribed before me this 5 day of March, 2004  
by Don FindeLL. Such person(s) (Notary Public must check applicable box):  
 is/are personally known to me.  
 produced a current driver license(s).  
 produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

Ann Robbins  
Notary Public  
Ann Robbins  
(Printed, typed or stamped name of NP)

Commission No: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_





The Volusia County Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All other data is subject to change before the next regular taxroll.

Last Updated: 04-27-2004 Today's Date: 4-27-2004		Volusia County Property Appraiser's Office <u>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.</u> Property Appraiser			
Full Parcel ID	30-17-31-01-25-0010	Mill Group	013 LAKE HELEN		
Short Parcel ID	7130-01-25-0010				
Alternate Key	2549467	Millage Rate	25.67030		
Parcel Status	Active Parcel				
Date Created	20 DEC 1981				
NAICS					
DBA					
Owner Name	CITY OF LAKE HELEN				
Owner Name/Address 1	P O BOX 39				
Owner Address 2	LAKE HELEN FL				
Owner Address 3					
Owner Zip Code	327440039				
Location Address	493 S LAKEVIEW DR LAKE HELEN				

<b>LEGAL DESCRIPTION</b>
ALL BLK 25 LAKE HELEN

<b>SALES HISTORY</b>							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
NONE							

HISTORY OF JUST TAXABLE VALUES						GO TO ADD'L HISTORY	
YEAR	LAND	BUILDING	MISC	JUST	ASSESSED	EXEMPTION	TAXABLE VALUE
2003	110,000	319,127	57,638	486,765	486,765	486,765	0
2002	110,000	279,645	54,873	444,518	444,518	444,518	0

<b>LAND DATA</b>											
TYPE OF LAND USE	FRONTAGE	DEPTH	# OF	UNIT	RATE	DPH	LOC	SHP	PHY	JUST	

**COUNTY OF VOLUSIA**  
**ECHO GRANTS-IN-AID**  
**AGREEMENT**

WHEREAS, the voters of Volusia County overwhelmingly approved the Volusia ECHO ballot initiative, as outlined in Resolution 2000-156, and affirmed their desire to have a long-term development program that funds projects that enhance the quality of life in Volusia County by ensuring the availability of environmental, cultural, historical, and outdoor recreational opportunities, and

WHEREAS, Resolution 2000-156 sets forth objectives, criteria and procedures for implementation of the Volusia ECHO Program, and

WHEREAS, the County of Volusia Department of Growth and Resource Management has budgeted funds for eligible ECHO projects, and

WHEREAS, the County of Volusia has determined that Project No. GY 04-18 a project of the City of Lake Helen, is eligible for Volusia ECHO funding.

**AGREEMENT**

The County of Volusia, 123 W. Indiana Avenue, DeLand, Florida (hereinafter referred to as the "County"), and City of Lake Helen, P.O. Box 39, Lake Helen, Florida, a Municipality in the County of Volusia (hereinafter referred to as "Grantee"), agree as follows:

1. Within the 2004 – 2005 grant cycle, the County of Volusia shall designate funds not to exceed \$156,626.00, to be held for the Grantee, for the performance of items approved for funding which are described and attached hereto as "Exhibit A", the application and any other requirement made a part of this agreement.
2. The funds will be made available to the Grantee on a 1:1 match basis as detailed in "Exhibit A" and expenditures reimbursed on a quarterly basis unless otherwise agreed upon by the County and if the Grantee has maintained all grant requirements and as the Grantee provides:
  - a. Documentation, in the format provided for by the County (Exhibit B), explaining encumbrances and expenditures.
  - b. The Grantee shall provide Release of Liens for the quarter preceding the reimbursement request.
3. Ten (10) percent of the grant funds will be withheld until the total project and final reports are completed as described in "Exhibit A".
4. It is understood between the parties that the amount of funds designated in section 1 above is the maximum amount the County will provide, but the County shall only pay eligible expended costs as they are concurrently matched 1:1 by the applicant.
5. The expiration date of this grant will be exactly 365 days after the execution of this agreement unless an extension is granted by the County as provided for in the application (Exhibit A). If an extension is granted, the ECHO funds and an equal value corresponding match must be encumbered within the initial 365 days following the execution of this grant agreement but final payments for services and completion

of the project may be extended up to another 365 day period. In addition extensions will restrict the grantee or any other organization from applying for additional ECHO grants for this project or phase of this project until this current grant agreement is concluded. To be considered for an extension a written request must be sent to the Growth and Resource Management ECHO grant coordinator prior to sixty days of the grant agreement expiration date and must state the reasons for the request and provide a new completion date. The County will notify the Grantee in writing within 30 days of receipt of the request for extension approving or denying said request.

6. The Grantee agrees to conduct the project according to the plans and specifications provided in "Exhibit A". All major deviations and/or changes in scope or venue must receive prior written approval of the County Council and may result in the revocation of this grant. Minor changes may be approved through the ECHO grant coordinator. Such Approval shall not be unreasonably withheld.
7. Understand that this is an annual grant of money only and that this agreement does not obligate the County to provide additional funds for the project or to be responsible for the completion of the project or the operation and maintenance of the project before or after the project is completed.
8. The Grantee fully understands that there will be no reimbursement for obligations or expenditures made prior to the execution of this agreement or after the agreement has ended.
9. The Grantee shall provide all additional monies necessary to complete the project according to "Exhibit A" which shall include competent evidence prior to the signing of the agreement of its ability to complete the project. The Grantee shall have all matching funds on deposit in its account or valid contracts for grants from other entities prior to proceeding with the ECHO project. Grantee shall furnish the County with evidence of the matching funds in order to receive a notice to proceed. Grantee shall not encumber any ECHO project funds without a notice to proceed.
10. To the extent allowed by law the Grantee agrees to hold the County harmless from any and all claims, liabilities, rights, and obligations arising out of the development and operation of this project as described in "Exhibit A".
11. Signage showing the County of Volusia involvement is required.
  - a. From commencement to completion one (1) 24 sq. ft. exterior sign shall be placed in a prominent public location. See "Exhibit C" for design and wording.
  - b. Upon completion one (1) permanent 8 sq. ft. sign of appropriate material shall be placed on site in a prominent public location. See "Exhibit D" for design and wording.

Note: Alternative signage may be considered. A written request with a drawing to scale of the proposed changes must be sent to the ECHO Program Coordinator for approval. The ECHO Program Coordinator will respond in writing within 14 days after receipt of the grantee's written request.

12. The Grantee agrees to provide the County all reports and records as required in "Exhibit A" and in a format provided by the County "Exhibit B".
13. The Grantee agrees to be bound to special conditions to the grant attached hereto and made a part of this agreement as "Exhibit E", the Restrictive Covenants.
14. The Grantee agrees to provide a payment and performance bond, naming the County of Volusia as co-obligee, for all contracted work prior to expenditure of

ECHO funds. All work performed prior to receiving proof of the bond is ineligible for reimbursement.

- 15. The Grantee agrees to be responsible for and comply with all local, state and federal permits and laws.
- 16. The Grantee agrees that failure to comply with this agreement and all attached documents, which are part of this agreement, may result in the Grantee repaying the grant funds, in part or whole, to the County. In addition, the Grantee agrees that failure to comply with all requirements may result in its being denied future grant funds for other projects under the ECHO grant program.

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this 18<sup>th</sup> day of March, 2004.

WITNESSES:

[Signature]

[Signature]

County Council,  
County of Volusia, Florida,

[Signature]  
Chair

[Signature]  
Attest County Manager

WITNESSES (Two):

[Signature]  
Witness  
Printed Name: Jessica Grammatikas

[Signature]  
Witness  
Printed Name: Ann Robbins

Grantee: [Signature]

Authorized Official  
Printed Name: DON FINDELL

Title: CITY ADMINISTRATOR



*Preserving Our Quality of Life*

# VOLUSIA ECHO



## EXHIBIT A



*County of Volusia*

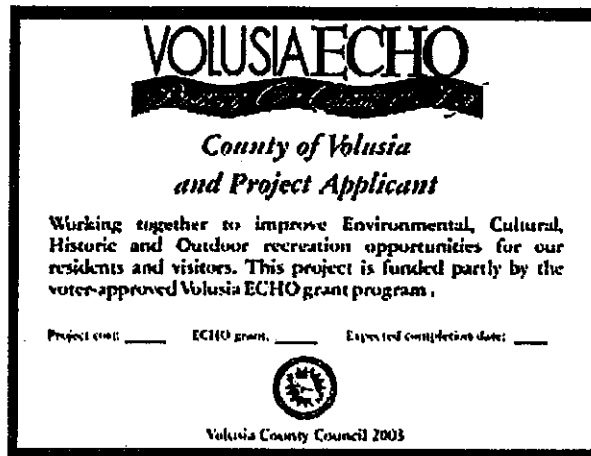
**2004 GRANTS-IN-AID**

# **APPLICATION**

**THIS ATTACHMENT REPRESENTS THE GRANTEE'S  
ACTUAL APPLICATION AS RANKED BY THE ECHO  
ADVISORY BOARD FEBRUARY 25, 2004**

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***ECHO Grant project construction sign***



**Exhibit C**

Project applicant true type font  
American Garamond BT

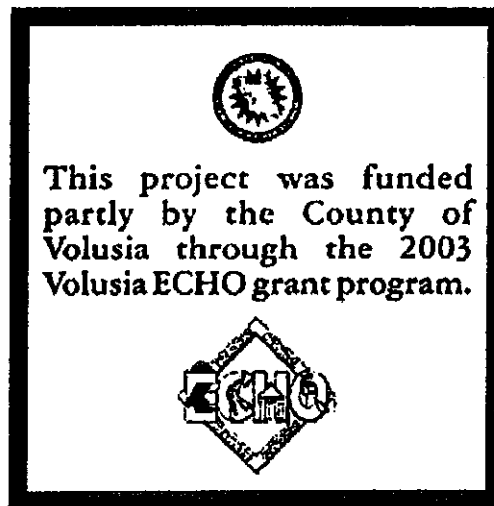
sign 1 (eps format)

sign 2 (jpg format)

sign 3 (CorelDraw 10 format)

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***ECHO Grant project completion sign***



**Exhibit D**

completion sign (jpg format 7200 x 7200)