FRUITLAND PARK CITY COMMISSION
WORKSHOP MEETING AGENDA

May 12, 2015

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, FL 34731

7:00 p.m.

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION ITEMS
Fruitland Park Library Plans

WWTP Connection Lines to Lady Lake Contract

4. OTHER BUSINESS

5. ADJOURNMENT

An person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and 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 does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

Fruitland Park Library

Community, Culture, Commitment

Prepared By:
Jo-Ann Glendinning
Library Director
Fruitland Park Library

Florida Department of State, Division of Library and Information Services

CERTIFICATION OF APPLICATION

I certify that this Library Construction Grant Application of the

City of Fruitland Park
(name of applicant)

is true and accurate to the best of my knowledge; that the applicant will comply with the standards established pursuant to Section 257.15, *Florida Statutes* and will furnish such reports and information and follow such procedures as will be required by the Department of State, Division of Library and Information Services; that all funds received for the project will be expended solely for the purposes for which granted and any such funds not so expended, including funds lost or diverted to other purposes, shall be paid to the Department of State, Division of Library and Information Services; and that the current annual appropriation for library service is $ 216,400.00.

Signature of Chair of Governing Body

Christopher J. Bell, Mayor
Typed Name of Official

April 30, 2015
Date

Marie A. Azzolino
Clerk of Circuit Court or Other Appropriate Officer

4/30/2015
Date

Florida Department of State, Division of Library and Information Services

PUBLIC LIBRARY CONSTRUCTION GRANT APPLICATION

Application Deadline: May 1, 2015

I. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

City of Fruitland Park

Street 506 W. Berckman Street City Fruitland Park Zip 34731 County Lake County

Name of Chairman of Applicant's Governing Authority Christopher J. Bell

Federal Employer Identification (FEID) Number 59 6031169

B. NAME OF LIBRARY DIRECTOR Jo-Ann Glendinning

Telephone (352)360-6561 Fax (352) 360-6691 Email jglendinning@lakeline.lib.fl.us

Library Fruitland Park Library

Street 205 W. Berckman Street City Fruitland Park, Florida Zip 34731

C. NAME OF PROJECT MANAGER Jo-Ann Glendinning

Title Library Director

Agency, organization or governmental unit City of Fruitland Park, Fruitland Park Library

Street 205 W. Berckman Street City Fruitland Park Zip 34731

Telephone (352)360-6561 Fax (352)360-6691 Email jglendinning@lakeline.lib.fl.us

D. NAME OF BUILDING CONSULTANT (MLS degree) TBD

Street _____ City _____ Zip _____

Telephone () _____ Fax () Email _____

E. NAME OF REGISTERED ARCHITECT TBD

Street _____ City _____ Zip _____

Telephone ( ) _____ Registration Number _____

F. INDICATE IF CONSIDERING STARTING THE CONSTRUCTION PROJECT PRIOR TO THE GRANT AWARD YES____ NO X

II. PROPOSED PROJECT

A. Name of Proposed Facility Fruitland Park Public Library

B. Type Construction Project (check one):

__X__ New Building _____ Expansion _____ Remodeling

C. Building to be Used as (check one):

_____ Single county library headquarters

_____ Multicounty or library cooperative headquarters

_____ Multicounty or library cooperative branch or member (more than one library in county)

_____ Multicounty or library cooperative branch or member (only library in county)

__X__ Single county branch or library cooperative member

_____ Independent municipal library (headquarters)

_____ Independent municipal library (branch)

III. PROJECT DATA

A. Floor Area in Square Feet

Facility prior to project (Check one and give square feet where applicable):

____a. No facility currently exists

____b. A facility currently exists but will not be used as a library after project completion — 7,000 sq. ft.

____c. A facility currently exists and will be used by library after project (may be present library or another building) — _____ sq. ft.

Facility after the project is completed (Check one and give square feet where applicable): — 12,000 sq. ft.

1. New facility to be constructed

2. Expansion of existing facility
   - Square footage of existing building — _____ sq. ft.
   - Square footage of the portion of building to be expanded — _____ sq. ft.
   - Total square feet of building after expansion — _____ sq. ft.

3. Remodeling of existing facility (not included in # 2) — _____ sq. ft.

B. Geographical Area To Be Served By Proposed Facility:

1. Name of city(s), county(s) or region. (If the service area does not conform to city or county boundaries, give the location and population by census tracts.) City of Fruitland Park, Lake County

IV. ESTIMATED COST OF PROJECT

A. Funds By Category (Indicate project cost by applicable categories):

1.	Architect's fees (include planning costs)	$ TBD
2.	Site acquisition	$ TBD
3.	Acquisition cost of building	$ TBD
4.	New construction	$ $1,600,000
5.	Expansion of existing building	$ N/A
6.	Remodeling of existing building	$ N/A
7.	Initial equipment	$ TBD
8.	Other (specify)	$ TBD
9.	**TOTAL** (Must equal B.4)	$ $1,600,000

B. Source of Funds:

1.	Local funds available	$ $1,100,000
2.	Amount of funds requested from the Public Library Construction Grant Program (State General Revenue)	$ $500,000
3.	Amount of funds requested from other State sources	$ 0
4.	TOTAL (Must equal A.9)	$ $1,600,000

If total above includes funds already spent, please specify amounts, type and dates of expenditures. (Appraisal costs and incidental purchase costs, such as surveys, title insurance, legal fees, etc., are not eligible expenditures and are not reimbursable.)

	Amount	Dates
Advance plans	$ TBD	
Estimates	$ TBD	
Acquisition of lands	$ TBD	
Other (Specify)	$ TBD	

RESOLUTION 2015-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE SUMITTAL OF AN APPLICATION FOR GRANT FUNDING TOWARDS THE FRUITLAND PARK LIBRARY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 18, 2003, Ordinance 2003-99 was enacted to create a library impact fee to provide a source of revenue to fund the construction or improvement of the county library system.

WHEREAS, in 2013 the City of Fruitland Park, Florida entered into an interlocal agreement with Lake County to maintain its membership in the Lake County Library System from October 1, 2013 to September 30,2016.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. In March 2014, the city commission authorized the Fruitland Park Library Director applied for grant funding towards the Fruitland Park Library expansion, and on

Section 3. A second ILA was entered into on May 22, 2014 relating to the distribution of funds from the Lake County Library Impact Fee Trust Fund totaling three hundred twenty two thousand, five hundred dollars and 00/100 ($322,500.00) for Fruitland Park Library expansion project (which will add approximately 1,500 square feet onto the northwest corner of the existing building). On July 25, 2014, the city acquired the 207 West Berckman Street property (adjacent to the Fruitland Park Library) for $41,116.05 towards the library expansion.

Section 4. On March 31, 2015, the city advertised request for qualifications to competitively bid on the Fruitland Park library expansion design build project.

Section 5. At the April 23, 2015 special meeting, the city commission approved the "Library Impact Fee Application and Distribution Process"; authorized the library director to proceed with the construction of the new library building by applying for state dollar-to-dollar matching grant funding towards same, and approved extending the proposals for an additional thirty (30) days.

Section 6. The city commission will consider the approval at its xxx meeting of an identifiable funding source with costs to complete and operate the Fruitland Park Library before resubmitting the request for proposal for library construction.

Section 7. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND RESOLVED this day of, , by the City Commission of the City of Fruitland Park, Florida.

_____
Christopher Bell, Mayor

ATTEST:

_____
Esther Coulson, City Clerk

Approved as to form:

_____
Anita Geraci-Carver, City Attorney

Vice Mayor Cheshire	___ (Yes),	___ (No),	___ (Abstained),	___ (Absent)
Commissioner Gunter	___ (Yes),	___ (No),	___ (Abstained),	___ (Absent)
Commissioner Lewis	___ (Yes),	___ (No),	___ (Abstained),	___ (Absent)
Commissioner Ranize	___ (Yes),	___ (No),	___ (Abstained),	___ (Absent)
Mayor Bell	___ (Yes),	___ (No),	___ (Abstained),	___ (Absent)

4. Construction Project

Functionality

The Fruitland Park Library is a social place that is vital to the community. It's a place where people can get together for learning, teaching and studying purposes. It's a place where you can catch up on the news, have a cup of coffee and look for a job. This is the Fruitland Park Library, a "third place" and the center of our community.

The Fruitland Park Library is a municipal library and a member of the Lake County Library System. The Lake County Library System is a cooperative and governed by the Lake County Board of County Commissioners. The cooperative operates through inter-local agreements between the governing bodies of its 9 member libraries, and through the operation of 6 branch libraries.

Fruitland Park is governed by a Commission consisting of five members, each elected at large for four year terms. The Mayor acts as a chair. Management of the City's business is overseen by a City Manager who is employed by the Commission. They also employ the City Clerk, City Treasurer, and City Attorney. The Library Director, along with the City's other Department Heads fall under the jurisdiction of the City Manager.

The new proposed Fruitland Park Library will be better equipped to accommodate through space, resources and materials in supporting the municipal libraries and to be able to contribute a better selection of materials not only to those libraries, but to our Lake County libraries as well.

Programming in the new proposed library will enable us to increase the number of public programs to better serve the community in this part of the county.

Currently, the Fruitland Park Library cannot be involved in many of the County's various programs due to significant space restrictions. The annual Lake County BookFest is a good example. Authors come into the county for this event, but the library simply cannot accommodate the sizable attendance response that this event brings due to space limitations. The new library will have enough room to accommodate large events like this one.

In addition to the many currently available programs and services, this new building will also allow us to implement, to name a few, the following:

- Computer Classes and Computer Classes for Seniors
- Provide a location for Literacy and ESOL tutoring
- Provide a location for afterschool programming and tutoring
- A dedicated room for children's programming
- An area where public assistance/counselors (VA, DCF, SHINE, etc…) can come and help the public with their questions
- Host author book signings
- Various Book Clubs
- Teen Programming

The need is here in this community. Currently, we send the public to other locations for these services. A new building will allow not only the facilitation and expansion of existing programs and services, but will allow for establishing new ones as well.

Contribution to the Community

The City of Fruitland Park is preparing for its new growth. "The Villages," a premier active adult retirement community based in Sumter County has spread into Lake County. By March of 2016, the City of Fruitland Park will have more than doubled its population to approximately 10,000 residents.

The new proposed facility with 12,000 square feet will be better equipped to handle the current community and the new growth.

Due to space restraints in the current building, we are restricted on acquisitions of materials. The new facility will offer 5000 square feet more floor space than the current building. This will provide a larger Adult Fiction/Non-Fiction area. We would be able to expand our Large Print area. With the new building, we would like to add a genealogy section and a foreign language collection. We would be able to add to our audio/media department.

In the current building there are 14 public use computers for the community, including children, to use. With the help of the county, we are anticipating to have at least 20 public computers plus 5 computers in the new Children's Room and 5 computers in the Teen area.

The new proposed building will have an open concept floor plan allowing for improved flow of traffic to better serve our increasing number of patrons. Due to a lack of available space and our growing population, this is an ongoing issue in our current building.

Operating Costs

We are fortunate enough to have a Mayor and a City Commission that understands the need for a 21st Century Library.

With the population explosion the city will be experiencing in the next few months, having to increase the number of employees to service the community is inevitable. If we didn't build the new proposed library, we would still need the staffing to accommodate the extended hours and prepare for the costs of servicing the current building.

The Fruitland Park Library currently has employed two full time employees and four part time employees. With the proposed new building, the City is intending to hire two more full time positions and hopefully, another part time position.

The proposed new building will continue to be maintained by the City Custodian and the Public Works Department.

The cost of operating the new building (utilities) will increase due to it being a larger facility, but the building will be utilizing newer energy efficient equipment that will help with these costs.

5. Building Program

Our History

In the 1880's Fruitland Park had all the advantages of natural beauty and a desirable location for winter visitors, home seekers, the farmer, the citrus grower and the business man.

Founded in 1876 by Major O.P. Rooks of Cincinnati, Ohio, the town was named after the Fruitland Nurseries of Augusta, Georgia. There was already a Fruitland in Florida at that time and postal authorities refused to permit the name of Fruitland Park; hence, the town was officially renamed Gardenia. But, the railroad had already issued its timetables with the name Fruitland Park and persisted in its use so that everything except the mail was addressed in that way. Four years later, the postal officials were brought around.

The Fruitland Park Library began in 1916 when books were donated by the Bosanquet and Dwight families. Twenty years later, it became a community library, supported jointly by the women of St. Paul's Catholic Church, Holy Trinity Episcopal Church, and the Community Methodist Church. Several sizable donations were made in memory of Mrs. Hugo Friedrich, a winter resident interested in the library.

The Fruitland Park Library was incorporated in 1966 and the books were organized and cataloged in 1970. It obtained its first salaried librarian in 1970. The Library joined the Lake County Library System in 1983, just one year after its inception.

Fruitland Park will continue to prosper and grow. Our small town country charm will remain due to the personalities of its residents and their caring outlook to the future of this quaint town.

Our Mission and Goals

The mission of the Fruitland Park Library is to enrich the lives of our community through information, education, programs and services to encourage the free exchange of ideas. The Library values the citizens of Fruitland Park and Lake County and responds to their needs by providing a warm, inviting and safe environment for all. To provide well-organized and up to date collections, create spaces and opportunities to connect and engage, and have friendly professional service and well-trained staff who are committed to the library vision.

Our Goals:

To increase the library's role in the community.

To introduce users and make them aware of materials, programs and services.

To encourage interaction between diverse members of the community.

To provide a source of entertainment for members of the community.

To promote the love of reading in our community.

To continue to grow as the area's primary cultural, educational and resource center.

Library Functions vs. Space

Presently, the Fruitland Park Library conducts all of its children's programming and special event programming in the center of the library due to space restrictions in the community room. For example, on Wednesday mornings at 10:30 a.m. the community knows not to come to the library because of story time. It has become an interruption and interference with regular library business being conducted during this time. This popular program has more than doubled in the last 2 years and it's becoming harder to handle the needs of this program.

Another example would be when we provide AARP Tax Aide here at the library. This popular program has grown to the point where we need to add another two days to the schedule, but cannot due to other programming taking place in the community room.

Also, we receive frequent requests from local, state and government non-profit agencies to utilize our space to conduct outreach, meeting and training to the community.

Currently, the space provided for public use is becoming more and more confined. The library's open floor design, with the sitting area in the center, is abutted on either side by the Adult Fiction area and the Teen area. Public computer work stations are located on both sides of the Circulation Desk with one station against the wall in the Adult Fiction section and the other located by the main entrance. The Reference Desk is located in front of the Circulation Desk. The layout wasn't designed for the volume of current patron use. The backup we experience when patrons are trying to check out is at times quite significant. On several occasions during the day, the lines interfere with those sitting at the public computers and the Reference Desk. On our busiest days when patrons and visitors to the library have to sign up and wait for a computer, this causes a further hindrance to normal operations. The area encompassing the

Circulation Desk and the public computers is very small and any interruption to normal procedures creates a gridlock and impedes the normal flow of patrons through this area.

Because of the size of the area and the location of the electrical outlets and computer stations rearranging this area to improve traffic flow is not feasible.

The current situation negatively impacts work flow patterns. For example, due to growth of programs, staff space is being utilized as storage.

Projection of Future Needs

In 1999 when the Fruitland Park Library was being built, the total population was 3,300. At that time, a 7000 square foot library would more than accommodate this small town.

Currently, our population stands at 5,500, a 67% increase, and in 2016 when the new sub-division of the "Villages of Fruitland Park" is completed with a little over 2100 new homes, we will have more than doubled our population. That's an increase of 200% in our population since the library was built in 1999.

INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
CITY OF FRUITLAND PARK
RELATING TO
PROVISION OF LIBRARY SERVICES

This is an agreement between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", by and through its Board of County Commissioners, and City of Fruitland Park, a municipal corporation located in Lake County, Florida, hereinafter referred to as "MUNICIPALITY", by and through its City Council.

WITNESSETH:

WHEREAS, COUNTY and MUNICIPALITY believe it is mutually beneficial and in the public interest to enter into an agreement which provides equal access to public library service, without charge, for all residents of Lake County; and

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, both COUNTY and MUNICIPALITY are public agencies within the meaning of Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Section 163.01; and

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes MUNICIPALITY to render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes COUNTY to provide libraries and cultural facilities and programs; and

WHEREAS, the COUNTY is an eligible political subdivision under Chapter 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single library administrative unit; and

WHEREAS, the Lake County Board of County Commissioners is designated as the governing body that coordinates the library services and programs for the public library cooperative.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. PURPOSE:

The COUNTY and MUNICIPALITY enter into this agreement for the purpose of providing unified library service without charge to residents of Lake County by participating in the cooperative operation of the Lake County Library System, a public library cooperative. In support of said purpose COUNTY and MUNICIPALITY endorse the *State Aid to Libraries Program* over-arching goal to assist local governments in maintaining and developing vital library services, and specifically to:

A. Provide equal access to free public library service to all residents of the service areas of the participating governments.

B. Coordinate library service throughout the service areas.

C. Provide consistent plans, programs, policies, and procedures in the operation, maintenance, and development of library service throughout the service area.

2. DEFINITIONS:

A. "Annual plan of service", according to *State Aid to Libraries Guidelines,* means a document adopted or approved by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year.

B. "Governing body" shall mean the Lake County Board of County Commissioners.

C. "Lake County Library System" shall mean the entire program of free library services and resources provided for the residents of Lake County through the public library cooperative established through this Agreement and *Lake County Code, Chapter 12, Article III.*

D. "Local funds", according to *State Aid to Libraries Guidelines*, means funds, exclusive of any state and federal funds, that are expended centrally for the operation and maintenance of

the Lake County Library System. Local funds may be COUNTY funds or municipality funds and shall be expended by the appropriate local entity. Funds which would otherwise be received by and expended by the municipality except for this agreement shall constitute the municipality's local funds.

E. "Participating Library's governing body" means the municipality that operates and supports a public library and participates in the Lake County Library System through interlocal agreement.

F. "Participating Library or Member Library" means a library which, through its governing body, has entered into an Interlocal Agreement with Lake County to provide library service, without charge, to the residents of Lake County.

G. "Public library cooperative" shall mean the Lake County Library System and, according to *State Aid to Libraries Guidelines*, means a program of public library services and resources operated or coordinated by a governing body designated by one or more participating local governments. The governing body administers or coordinates, through a single administrative head, the common services for libraries operated by those participating local governments that have agreed through interlocal or other agreements to provide library service across their combined legal service areas. The single administrative head must be employed full-time by either the cooperative's governing body or a local participating government. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports. Residents of the combined legal service area have equal free access to all services provided by the libraries of all the participating local governments.

H. "Reciprocal Borrowing" for purposes of the State Aid to Libraries Grant Program means that all public libraries within a county that receives Operating Grants extend borrowing privileges without charge to residents of each other's service areas. Borrowing privileges must apply to all materials that are available to be borrowed by residents of the library service area receiving an Operating Grant. The reciprocal borrowing requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

I. "Resident" shall mean any individual who either owns real property or resides in Lake County on a permanent or continual basis. Required evidence of residency is outlined in Lake County Policy number LCC-8, *Lake County Library System Circulation and Registration.*

J. "Service area" shall mean Lake County. Likewise, for each participating municipality, service area means the incorporated boundaries of that municipality; and in the case of the City of Leesburg, service area means the utility district.

K. "Single administrative head", according to *State Aid to Libraries Guidelines*, means the individual who is employed full-time by the Lake County Board of County Commissioners who is responsible for managing or coordinating the Lake County Library System.

L. "Single library administrative unit" means Lake County and, according to *State Aid to Libraries Guidelines*, means an eligible political subdivision under Section 257.17, *Florida Statutes,* that is designated by a county to be responsible for managing or coordinating free library service to its residents.

M. "State Aid to Libraries Grants Program", according to *State Aid to Libraries Guidelines,* means a continuing state grant authorized by Chapter 257, *Florida Statutes*, for eligible library entities.

N. "*State Aid to Libraries Guidelines",* means the publication which specifies mandatory requirements for eligibility in the State Aid to Libraries Grants Program.

O. "Total Circulation" for the purposes of this Interlocal agreement shall mean the sum of all items circulated by MUNICIPALITY to library patrons and all items circulated by MUNICIPALITY to another Lake County Library System library in a fiscal year, based on circulation reports generated by the library automation system.

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2013, and ending on September 30, 2016, unless terminated earlier in accordance with the provisions of the Agreement.

4. TERMINATION:

Either party to this Agreement may terminate the Agreement by giving the other party sixty (60) days advance written notice.

5. ADDITION OF NEW MEMBERS:

A library may become a member of the Lake County Library System by meeting the criteria and following the guidelines outlined in Lake County Policy number LCC-7, *Lake County Library System Guidelines and Minimum Standards for Public Libraries Entering the County Library System* and by obtaining approval of the Lake County Board of County

Commissioners.

6. LAKE COUNTY LIBRARY SYSTEM GOVERNING BODY:

The Lake County Board of County Commissioners is designated as the governing body of the Lake County Library System, a public library cooperative, to administer or coordinate the library services and program of the Lake County Library System. According to *State Aid to Libraries Guidelines,* this involves policy-making, planning, budgeting, and employing the single administrative head of the library system, and entering into contracts on behalf of the library system.

7. LAKE COUNTY LIBRARY ADVISORY BOARD:

A. There shall be a Lake County Library Advisory Board, whose responsibilities shall be to:

(1) Study and make recommendation to the Board of County Commissioners regarding the coordination and development of the Lake County Library System. This shall include recommending county wide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library governing bodies, the participating library directors and the single administrative head.

(2) Make recommendations regarding COUNTY's budget for the countywide library system, the proportionate shares of all COUNTY funds to be allocated to the participating libraries, and the method of distribution of those funds.

B. The members of the Lake County Library Advisory Board shall be appointed by the Board of County Commissioners. Five (5) members, one (1) from each commission district shall be appointed. Such appointments shall be based on recommendations by the Lake County Library Advisory Board. However, the Lake County Board of County Commissioners shall not be bound by such recommendations. In addition, each city with a participating library within the Lake County Library System shall have one (1) member on the Lake County Library Advisory Board. Each city council shall designate the member from its municipality and such member shall be appointed by the Board of County Commissioners. Each member shall be appointed for a term of four (4) years. The Board of County Commissioners may also appoint an alternate member who shall serve in the case of the appointed member's absence. The terms and manner of appointment of such alternate members shall be the same as that of the member for whom they are the alternate. Either the appointed board member or the alternate member may attend

library advisory board meetings and each has voting authority. However, if the board member and the alternate are both present at a library advisory board meeting, only the appointed board member shall have voting authority; not the alternate member.

An appointment to fill any vacancy on the library advisory board shall be for the remainder of the unexpired term of office. If any member fails to attend three (3) consecutive regular meetings, the library advisory board shall recommend that the Board of County Commissioners or the appointing municipality declare that member's office vacant. The Board of County Commissioners or the appointing municipality shall fill such vacancy as set forth herein.

The subsequent addition of a participating library shall result in the addition of one seat on the Lake County Library Advisory Board and such seat shall be filled as set forth herein.

C. Terms of appointment and composition of the Lake County Library Advisory Board are further described in *Lake County Code, Chapter 12, Article III.*

8. OWNERSHIP AND DISPOSITION OF PROPERTY, MATERIALS AND EQUIPMENT:

A. MUNICIPALITY shall own:

(1) Library materials, equipment, and other goods purchased by COUNTY for and placed in the participating library from MUNICIPALITY, COUNTY or State Aid Operating grant funds, regardless of value, except for those described in Section 8. B.

(2) Library materials, equipment and other goods purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY, if purchased for MUNICIPALITY, with a value less than $1,000.00 at the time of purchase, except for those described in Section 8. B.

(3) All items purchased using MUNICIPALITY's local funds.

(4) All items purchased by MUNICIPALITY and reimbursed by Library Impact Fee funds, unless otherwise specified in separate agreement.

B. COUNTY shall own:

(1) Items purchased by COUNTY, using COUNTY, state, or federal funds, as a part of COUNTY's networked library computer and telecommunications systems, regardless of item location or placement. Items shall include, but may not be limited to, hardware, software, and licenses. Any exceptions to this rule shall be documented in

writing to the Clerk of Courts Property Records and the participating library.

(2) Equipment purchased from federal LSCA and LSTA grant funds administered by the COUNTY with a value in excess of $1,000.00 at the time of purchase.

(3) All items purchased for the single administrative unit using COUNTY's local funds, or State Aid Operating and federal grant funds.

(4) All items purchased by COUNTY using Library Impact Fee funds, unless otherwise specified in separate agreement.

C. The COUNTY, in consultation with the participating library director, may remove, relocate, or replace COUNTY owned equipment located at MUNICIPALITY's participating library as deemed necessary or advantageous to the Lake County Library System.

9. LOCAL AUTHORITY:

MUNICIPALITY and COUNTY shall remain autonomous and each shall retain control of its facilities, operations, functions, and local funds. For example:

A. Each shall determine the level of library service for its community to be incorporated in the long range plan of service.

B. All authority with respect to MUNICIPALITY funding of library programs and services or expenditure from MUNICIPALITY revenues and sources shall lie solely with the MUNICIPALITY. All authority with respect to COUNTY funding of library programs and services or expenditure from COUNTY revenues and sources shall lie solely with the COUNTY.

C. Trust funds, individual gifts or donations made to a library shall remain the property of the entity to which they were given.

D. MUNICIPALITY's library facility shall remain the property of MUNICIPALITY, and COUNTY's facilities shall remain the property of COUNTY. Operations, maintenance and repairs shall be effected through operating budgets from appropriations allocated by the owning entity; and maintenance, modification, sale or lease of the real property shall be the responsibility of the owning entity.

E. All paid staff of the MUNICIPALITY's participating library shall remain employees of MUNICIPALITY, and all paid COUNTY library staff shall remain employees of COUNTY. Each shall retain all rights, responsibilities and powers associated with employment of staff.

10. SINGLE ADMINISTRATIVE HEAD:

A. The single administrative head shall be hired by the Lake County Board of County Commissioners according to established COUNTY policies and procedures, shall be employed full-time, and shall be under the supervision of the County Manager or designee. The single administrative head shall be the head of the Lake County Library System, a public library cooperative, and according to *State Aid for Libraries Guidelines* shall have completed a library education program accredited by the American Library Association and shall have had at least two years of successful, full-time paid professional experience, after completing the library education program, in a public library that is open to the public at least forty (40) hours a week. The Board of County Commissioners may establish additional qualifications for the single administrative head and shall set positions, salary structure and benefits.

B. According to *State Aid for Libraries Guidelines* the single administrative head shall be responsible for the overall management or coordination of the library system within the framework established by interlocal or other agreements, plans, policies, and budgets. Responsibility for managing or coordinating the following activities may not be delegated through interlocal or other agreements;

(1) Development of a single long range plan for all library outlets;

(2) Development of a single annual plan of service;

(3) Development of a Lake County Library System budget;

(4) Implementation of the long range plan, an annual plan of service and the budget;

(5) Preparing reports on behalf of the library system; and

(6) Expending all State Aid to Libraries grants.

11. LONG RANGE PLAN FOR LIBRARY SERVICE, ANNUAL PLAN OF SERVICE AND COMBINED BUDGET:

A. According to *State Aid to Libraries Guidelines*, in order to be eligible to receive a State Aid to Libraries Grant, the Lake County Library System shall have on file with the State Library a current copy of the following:

(1) A long range plan adopted or approved by the library system's governing body outlining the library system's operation and development over a three-to-five year period;

(2) A current annual plan of service adopted by the library system's governing

body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year; and

(3) A combined budget for the current year adopted by the library system's governing body.

B. The single administrative head shall develop and implement a long range plan for the operation and development of county wide library service. The long range plan shall be developed in cooperation with the Lake County Library Advisory Board, the governing bodies of the participating libraries, the directors of the participating libraries and the Lake County Board of County Commissioners. The single administrative head and the participating library directors shall serve as support staff. The Lake County Board of County Commissioners shall adopt the long range plan at a public hearing. Prior to adopting the long range plan, the Lake County Advisory Board shall review and make recommendations to the Lake County Board of County Commissioners. The Board of County Commissioners shall consider these recommendations, but shall not be bound thereby. The plan shall be reviewed and updated yearly through the development of an annual plan of service.

C. The annual plan of service will be based on the long range plan of service and the combined budget; and will be developed by the single administrative head in cooperation with participating library directors, the Lake County Library Advisory Board, and the governing bodies of the participating libraries. In adopting the annual plan of service, the Lake County Board of County Commissioners shall consider the recommendations of the Lake County Library Advisory Board, but shall not be bound thereby.

D. There shall be a combined budget for library service to the residents of Lake County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by MUNICIPALITY, MUNICIPALITY shall present its line item budget for library services to the single administrative head for inclusion in the combined budget. The combined budget shall include and take into account funds allocated by participating governing bodies, aid received from state and federal sources, and all other revenues received to provide library services. The combined budget shall be adopted by the Lake County Board of County Commissioners. The combined budget shall not include funds to be expended for the purchase or construction of a library building or library quarters.

E. In accordance with *State Aid to Libraries Guidelines*, COUNTY and MUNICIPALITY agree to spend funds in accordance with the Lake County Library System's long range plan, annual plan of service, and budget for those funds that the Lake County Library System will report on a State Aid application as having been expended centrally.

12. FISCAL RESPONSIBILITY:

COUNTY shall procure an independent audit annually of all funds administered by the single administrative head. The audit shall be prepared and presented to MUNICIPALITY and to the State Library of Florida within thirty (30) days following acceptance of COUNTY's audit by COUNTY.

MUNICIPALITY shall provide a copy of its audit for each fiscal year to COUNTY and the single administrative head within thirty (30) days following acceptance of MUNICIPALITY's audit by MUNICIPALITY. By August 1 of each year, MUNICIPALITY shall submit to COUNTY a completed *Certification of Local Operating Expenditures* form, Attachment A, accompanied by a supporting general ledger that details line item expenditures for library operations for the preceding fiscal year, which shall be used to support the Lake County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for MUNICIPALITY.

13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:

A. COUNTY shall allocate a base amount of fifteen thousand dollars ($15,000) per year to MUNICIPALITY to assist with funding of programs and services at its participating library. In addition, COUNTY shall distribute to MUNICIPALITY its share of the total amount to be appropriated to all member libraries that year, less the total of the base amounts to all of the member libraries, based on MUNICIPALITY's total circulation for the fiscal year prior to the previous fiscal year. Therefore, the total amount to be appropriated to MUNICIPALITY for provision of countywide library services shall be the base amount, plus the proportionate share of the net total appropriation. This distribution shall be calculated as follows:

a: Total amount appropriated to MUNICIPALITY

b: Base amount

c: MUNICIPALITY's percent of all member libraries' total circulation for fiscal year prior to previous fiscal year

d: Total Appropriation to all member libraries for current fiscal year

e. Number of member libraries

$$a = b + c * [d - (b * e)]$$

B. In consideration of these allocations MUNICIPALITY:

(1) Shall provide library services to all residents of the COUNTY;

(2) Shall use COUNTY funds to enhance current library services provided by its participating library;

(3) Shall make its best effort to maintain or exceed the current level of its local operating funds for the library budget;

(4) Shall not use COUNTY funds annually allocated to MUNICIPALITY for the purchase or construction of a library building.

(5) Shall enter and maintain accurate patron records on the participating library's patron database.

C. It is the intent of the parties that the distribution of COUNTY funds to the various participating libraries be made on a fair and equitable basis. Accordingly, the formula for disbursing COUNTY funds to participating libraries set forth in paragraph 13A may be changed only upon the unanimous approval of all of the participating libraries' governing bodies and the Lake County Board of County Commissioners.

D. COUNTY shall make its best effort to maintain or exceed the current level of its total appropriation to all participating libraries; however, COUNTY may propose an increase or decrease based on current financial circumstances or changes in library services. COUNTY shall not decrease the total appropriation to all participating libraries unless it gives four (4) months advance notice to the participating libraries and their governing bodies of its intent to reduce said funding levels.

14. CENTRALIZED SERVICES:

COUNTY shall provide the following centralized services to MUNICIPALITY's participating library:

A. Courier service to route materials and equipment among libraries;

B. Intralibrary loan services;

C. Excluding the Leesburg Public Library, centralized cataloging of library materials and maintenance of the bibliographic database;

D. Purchasing from State Aid Operating grant funds and Library Services and Technology Act grant funds for the benefit of the Lake County Library System;

E. Networked telecommunications and computer systems services as described in Section 15. Networked Systems;

F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to online reference databases;

G. Coordination of youth and adult programming and literacy services.

15. NETWORKED SYSTEMS:

A. COUNTY shall, through the Lake County Library System, provide and maintain networked library automation and telecommunications systems that will improve service to patrons and efficiency of staff. COUNTY shall be responsible for providing systems hardware, software, maintenance, technical support, monitoring, installation, and services. COUNTY shall further enhance or add networked systems in accordance with the goals and objectives of the long range plan, technology plan and annual plan of service, and based on availability of funds.

B. COUNTY shall pay maintenance costs for all equipment attached to COUNTY's networked systems and purchased with COUNTY, state or federal funds, and Library Impact Fees awarded to COUNTY, except as outlined in Section 15.D.(1).

C. COUNTY shall provide staff to perform networked systems administration which shall include: technology planning, training, preventative maintenance, systems monitoring, trouble-shooting, running of required backups, resolution of systems problems, monitoring of systems needs, running and creating statistical reports, insuring systems security, procurement of equipment, development and maintenance of Lake County Library System Web Pages, development of participating library Web Pages upon request, maintenance of staff e-mail accounts, acting as liaison with network vendors, installation of peripheral equipment and devices, and technology grants application and administration. Assigned COUNTY staff shall be available to perform the above during normal working hours and shall have the authority to prioritize requests for assistance.

D. Networked library systems shall be provided by COUNTY to MUNICIPALITY at no cost to MUNICIPALITY except as specified below:

(1) Should MUNICIPALITY choose to expand COUNTY's networked systems at its participating library to levels exceeding those provided by COUNTY, MUNICIPALITY shall reserve the right to do so, at its own expense, in consultation with the single administrative head, and provided said expansion meets COUNTY specifications and shall in no way be in conflict with any contracts the COUNTY may have entered into with a vendor. At the request of the participating library, such equipment may be paid for with State Aid funds, if available, at the discretion of COUNTY. MUNICIPALITY shall be responsible for associated costs including, but not limited to, maintenance, licenses, installation, and software of any non- COUNTY owned equipment. COUNTY may provide technical support where feasible.

(2) MUNICIPALITY shall, at its own expense, provide proper electrical and data wiring of its participating library facility, according to specifications provided by COUNTY, to insure proper operation of the networked systems. At the request of the participating library, necessary wiring expenses may be paid with State Aid funds, if available, at the discretion of COUNTY, by COUNTY.

(3) MUNICIPALITY shall, at its own expense, make available at its participating library any telecommunications lines necessary to the operation and maintenance of any networked library computer systems. MUNICIPALITY shall cover costs of associated installation, maintenance and monthly telecommunications charges.

(4) MUNICIPALITY shall, at its own expense, provide supplies at its participating library that are pertinent to the operation of the networked systems such as printer paper, printer ink cartridges and drums, item barcodes, etc. Patron cards and patron registration forms shall be provided by COUNTY to MUNICIPALITY at no charge. COUNTY may choose to provide other automation supply items to MUNICIPALITY at no charge.

E. MUNICIPALITY shall participate in the centralized cataloging program to ensure the integrity of the combined bibliographic database.

F. Neither MUNICIPALITY nor its participating library shall attach equipment or software to any COUNTY networked system without prior written approval from the single administrative head or designee; or remove equipment or software purchased by COUNTY and placed at the participating library as part of any COUNTY networked system without prior

written approval from the single administrative head or designee. Any physical attachment to or removal from a COUNTY networked system shall be performed by COUNTY or a vendor authorized or recommended by COUNTY.

G. Should COUNTY cancel this agreement for any reason other than MUNICIPALITY's failure to comply with the terms of this Agreement, COUNTY, at its own expense and at request of MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at MUNICIPALITY's participating library at the operational level existing at the time of the termination of the Agreement for a period not to exceed two (2) years. Should MUNICIPALITY not request continuation of COUNTY's networked systems; COUNTY shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library, including obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Upon separate mutual agreement between MUNICIPALITY and COUNTY, COUNTY may continue to operate and maintain networked systems for MUNICIPALITY's participating library beyond the two (2) year period.

H. Should MUNICIPALITY cancel this Agreement for any reason other than COUNTY's failure to comply with the terms of this Agreement, MUNICIPALITY shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library. MUNICIPALITY shall also be responsible for all costs associated with obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. COUNTY shall be obligated, at MUNICIPALITY's request to continue operation and maintenance of COUNTY's networked systems for a period of up to one (1) year and MUNICIPALITY shall be obligated to pay associated operating and maintenance costs. Upon mutual agreement between MUNICIPALITY and COUNTY, COUNTY may continue to operate and maintain networked systems for MUNICIPALITY's participating library beyond the one (1) year period.

I. Should this Agreement terminate through expiration, the COUNTY, at the request of the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITYs participating library at the operational level existing at the time of the expiration of the Agreement for a period not to exceed one (1) year. The party which has declined to execute a new Agreement shall be obligated to pay

associated operating and maintenance costs for the one (1) year period. Should MUNICIPALITY not request continuation of COUNTY's networked systems; the party which has declined to execute a new Agreement shall be responsible for all costs associated with deinstallation of COUNTY's networked systems from MUNICIPALITY's library, including the costs of obtaining a copy of MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Should negotiations be taking place subsequent to the expiration of the Agreement, MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days.

16. REPORTING:

MUNICIPALITY and its participating library shall submit by deadlines established through Agreement, policy or procedure, all reports, documentation, and information required for inclusion in any reports, or documents required to maintain State Aid eligibility. COUNTY shall file, by deadlines established in *State Aid to Libraries Guidelines*, all reports and documents required to maintain State Aid eligibility.

17. SYSTEM WIDE POLICIES:

A. The single administrative head, in consultation with the directors of the participating libraries, shall develop for recommendation system wide policies that will provide consistency for library patrons and staff. The policies shall be developed in cooperation with the Lake County Library Advisory Board, the governing bodies of the participating libraries, and the Lake County Board of County Commissioners.

B. The Lake County Library Advisory Board shall recommend system wide library policies to the Lake County Board of County Commissioners upon a two thirds majority vote of its members. MUNICIPALITY's representative shall represent MUNICIPALITY's direction in recommendation of policies. In adopting policies, the Lake County Board of County Commissioners shall consider the recommendations of the Lake County Library Advisory Board, but shall not be bound thereby. System Wide policies shall be transmitted to all member library governing bodies at least thirty (30) days before consideration by the Lake County Board of County Commissioners.

C. COUNTY and MUNICIPALITY shall abide by system wide policies.

18. RECIPROCAL BORROWING:

Previously MUNICIPALITY and COUNTY have entered into agreements authorizing

reciprocal borrowing with Osceola, Seminole, Volusia, and Marion Counties, and with Lake-Sumter Community College. Additional reciprocal borrowing agreements may be entered into by County on behalf of the Lake County Library System upon the written approval of the Board of County Commissioners and all Participating library governing bodies.

19. ADDITIONAL RESPONSIBILITIES OF COUNTY AND MEMBER LIBRARY GOVERNING BODIES:

A. COUNTY and MUNICIPALITY shall abide by all State and Federal laws, and specifically those relating to the provision of library services.

B. COUNTY shall make its best effort not to use State Aid Operating grant funds as a means to replace COUNTY allocations for library services.

20. INDEMNIFICATION:

Subject to the provisions of Section 768.28, *Florida Statutes*, MUNICIPALITY agrees to indemnify and hold COUNTY harmless, and COUNTY agrees to indemnify and hold MUNICIPALITY harmless from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee under circumstances in which MUNICIPALITY and COUNTY, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

The full execution of this Agreement shall obligate COUNTY and MUNICIPALITY to comply with this indemnification. This indemnification shall not act or be interpreted as a waiver of either party's sovereign immunity.

21. INSURANCE:

COUNTY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover COUNTY's buildings, contents, vehicles, networked systems, workers compensation, general liability, and any other insurance required by law.

MUNICIPALITY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover MUNICIPALITY's participating library including buildings, contents, equipment owned by MUNICIPALITY, vehicles, workers' compensation, general liability, and any other insurance required by law.

22. MEDIATION:

In the event that any dispute arises between MUNICIPALITY and COUNTY with respect to the rights or responsibilities of the MUNICIPALITY or COUNTY under the Agreement, that dispute shall be mediated by a library professional chosen by the State Librarian from the State Library consultant staff. The mediation shall not be binding, and if agreement cannot be reached, the aggrieved party(s) may pursue legal recourse through the courts system.

23. MODIFICATION:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

24. NOTICES:

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
County Manager
Lake County Administration Building
315 West Main Street, Suite 308
P.O. Box 7800
Tavares, FL 32778-7800

Cc: Library Services Division Manager
P.O. Box 7800
Tavares, FL 32778-7800

MUNICIPALITY
City Manager
506 West Berckman Street
Fruitland Park, FL 34731-3239

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered; or if sent by mail, the date of the postmark; or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notices shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

25. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefrom, and shall not invalidate the remaining provisions. This agreement contains the following exhibits:

Attachment A Certification of Local Operating Expenditures

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board action on the 24 day of September, 2013 and MUNICIPALITY, duly authorized to execute same by action on the 18th day of July, 2013.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chair

This 24th day of September, 2013.

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

MUNICIPALITY

ATTEST:

Marie Azzolino, Acting City Clerk

Chris Bell, Mayor

This 18th day of July, 2013.

ATTACHMENT A

CERTIFICATION OF LOCAL OPERATING EXPENDITURES
FISCAL YEAR _____

The _____,
(name of library governing body)

governing body for the_____,
(name of Lake County Library System Member Library)

hereby certifies that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, _____, and ending September 30, _____ for the operation and maintenance of a library under the conditions outlined in Chapter 257, Florida Statutes, Lake County Library System's Long Range Plan and Annual Plan of Service and Budget, and the Interlocal Agreement Relating to Provision of Library Services.

We further certify that the amount listed below does not include any of the following:

- Funds received from the federal government
- Funds received from the state government
- Funds used for purchase or construction of a library building or library quarters

Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant program.

We further certify that the amount listed below:
(check one)
___ does include funds received from the Lake County Board of County Commissioners.
___ does not include funds received from the Lake County Board of County Commissioners.

(check one)
___ has been audited by an external auditor.
___ has been reviewed by an independent auditor.
___ has been compiled into financial statement format by an independent auditor.

Also, a copy of the report of the independent auditor:
(check one)
___ has been provided to the Lake County Board of County Commissioners.
___ is enclosed.

A copy of the supporting general ledger with detail line item expenditures for library operations is required to be submitted to the Lake County Board of County Commissioners for all libraries.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, _____ and September 30, _____.

$_____

Signature

_____
Chief Financial Officer

_____
Date

Please type name and official title here:

_____

This certification is to be completed and mailed by **August 1,_____** to: Library Services Director, Lake County Library System, P.O. Box 7800, Tavares, FL 34778-7800.

PUBLIC LIBRARY CONSTRUCTION GRANTS

GUIDELINES
and
APPLICATION

Application Deadline: May 1, 2015

Florida Department of State
Division of Library and Information Services
R. A. Gray Building, 500 South Bronough Street
Tallahassee, Florida 32399-0250

Chapter 1B-2.011(2)(b), *Florida Administrative Code*, Effective 4-2015

Submit or postmark the application by **May 1, 2015**. Send to:

Grants Staff
Division of Library and Information Services
R. A. Gray Building, Mail Station #9D
500 S. Bronough Street
Tallahassee, Florida 32399-0250

These Guidelines and Application are also available electronically at:
info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/
and can be made available in alternative formats.

For Assistance and Information

Contact Grants Staff:

850.245.6620 Voice
850.245.6643 Fax
850.922.4085 TDD
Email: grantsoffice@dos.myflorida.com

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FORMS

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Payment Request #3	(Form # DLIS/PLC04, effective 4-2015)
Payment Request #4	(Form # DLIS/PLC05, effective 4-2015)
Closeout Report	(Form # DLIS/PLC06, effective 4-2015)
Progress Report	(Form # DLIS/PLC07, effective 4-2015)

LAW AND RULE

Chapter 257, *Florida Statutes*

Rule 1B-2.011, *Florida Administrative Code*, Library Grant Programs

PUBLIC LIBRARY CONSTRUCTION GRANTS GUIDELINES

I. OVERVIEW

The Department of State, Division of Library and Information Services, provides state funds to governments to construct public libraries. Funds are awarded on a dollar-for-dollar match of the grant amount to selected governments after evaluation of applications postmarked on or before May 1. The Legislature determines the amount appropriated annually for the program. These guidelines specify program policies and procedures.

II. DEFINITIONS

A. Applicant means the government requesting a Public Library Construction Grant and which will own or have the unconditional use of the library building to be constructed, expanded or remodeled and the site on which it is located.

B. Application means a completed Public Library Construction Grant application form consisting of a complete project proposal and all other required documents.

C. Application Correction Period means the period of time to allow applicants to complete and correct application deficiencies. Applicants will have 30 days after the notification date to complete and correct deficiencies. All corrections must be postmarked on or before the last day of the correction period specified by the Division. Failure to correct identified deficiencies within the 30-day period shall automatically make the application ineligible.

D. Application Submission Period means the formally announced period of time in a funding cycle for the submission of an application for a Public Library Construction Grant.

E. Audit means the annual audit of the government for that year, carried out in accordance with the requirements of Section 215.97, *Florida Statutes*, Chapter 10.550, *Rules of the Auditor General*, and generally accepted accounting principles.

F. Building Consultant means a professional librarian who has completed a library education program accredited by the American Library Association. The building consultant will prepare the project narrative, the building program and the site evaluation and serve as a consultant to the applicant and its architect throughout the design and construction of the project. The building consultant may be a library staff member and may also be the project manager.

G. Building Program means a narrative, in-depth description of the library's service philosophy and programs as they relate to the function and contribute to the design of the library building for which a Public Library Construction Grant is being sought.

H. Competitively Award means to award contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications or proposals submitted for competitive negotiations in accordance with Section 255.20, *Florida Statutes.* This also includes contracts for construction management services or design-build contracts. Such awards to a private sector contractor must be permitted by applicable municipal or county ordinance, by special district resolution or by state law including Section 255.20, *Florida Statutes*. If competitive negotiations are used, the award shall be in accordance with Section 287.055, *Florida Statutes.*

I. Construction Project means the construction of new buildings and the acquisition, expansion or remodeling of existing buildings to be used for public library service. The project shall result in a completed library building on the specified site. A construction project may begin up to 12 months prior to the date of grant award. The project shall include the bidding or competitive negotiations, award of the construction contract, construction of the facility, submission of required documents, expenditure of all grant and local funds for the project, completion of the building and submission and approval of the audit.

J. Deliverable means the quantifiable goods or services that must be provided in order to receive payment. Each deliverable must be connected with the activities identified and described in the Scope of Work. Deliverables, along with the Scope of Work, are included in the grant agreement. Deliverables must be agreed upon by the Division and the grant recipient.

K. Department means the Florida Department of State.

L. Division means the Division of Library and Information Services of the Florida Department of State.

M. Expansion means adding square feet to an existing library facility.

N. Financial Consequences means the financial consequences that will be applied if the grant recipient fails to perform all activities outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement. Financial consequences are tied to deliverables and each payment. Per Section 287.058, *Florida Statutes*, the Division is required to specify a reduction in grant funding that will be applied if the grant recipient fails to perform all activities outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement.

O. Florida Accountability Contract Tracking System (FACTS) is the State of Florida's centralized online contract reporting system. All information pertaining to the grant agreement will be available on the FACTS system and viewable by the public. This includes the grant agreement, payment information, deliverables, performance metrics, grant award and audit information. FACTS is online at facts.fldfs.com.

P. Free Public Library Services means an established program of free public library services and resources which is maintained to provide library service without discrimination to all residents of the legal service area taxed for library purposes.

Q. Funding Cycle means the interval of time between the start of an announced application submission period and the date of grant award.

R. Governing Body means the governing body of a county, the governing body of a municipality or the governing body of a special district or special taxing district.

S. Government means a county, municipality, special district or special taxing district.

T. Grant Agreement means a written document setting forth the terms and conditions under which a grant is provided to an applicant by the Department, including the rights and responsibilities of each party to the agreement, which is approved and signed by the Department and an authorized representative of the applicant. The agreement, incorporated herein by reference, will be sent to the library along with the grant award notification. The grant agreement will include a scope of work and project deliverables.

U. Grant Award means funding provided to the applicant by the legislature for the construction project. The date of grant award shall be July 1.

V. Grantee means the government to which a grant is awarded.

W. Noncompliance means the grant recipient is not following *Florida Statutes*, rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable laws. For the consequences that result from noncompliance, see Section X.T, Noncompliance Status.

X. Performance Measures provide the criteria for evaluating the successful completion of each deliverable.

Y. Performance Metrics describe the documentation to be used to prove the deliverable has been met.

Z. Performance Standards describe the acceptable level of services to be performed or products to be delivered.

AA. Project Closeout means the submission and approval by the Division of all project documents, reports and payment requests. The project must be closed out by the end of the project period.

BB. Project Period shall begin on July 1 of the year in which the grant funds are awarded and shall end on June 1 three (3) years later.

CC. Remodeling means any structural alteration to the permanent interior walls, floors, ceilings or exterior shell of a previously completed building. The term does not include maintenance or repairs such as repainting, replacing worn carpet, repairing leaky roofs, replacing HVAC or paving parking lots unless they are part of an eligible construction project.

DD. Scope of Work means a description of the specific work to be performed under the grant agreement in order to complete the project. It is typically broken down into specific activities with deadlines.

EE. Site Evaluation means a narrative analysis of the suitability of the location for the library building.

FF. Unconditional Use means that the building to be remodeled, expanded or constructed and the site of such building are or will be owned by or under lease to the applicant and are to be used exclusively as a library. This must occur no later than 90 days after the date of the grant award or at the time of application submission if the applicant anticipates starting a project prior to the date of the grant award. Such ownership or lease interest must be continuous and for at least 20 years from completion of the remodeling, expansion or construction of the building. Leases shall not be revocable at will. Release from the unconditional use requirement may be requested and will be granted by the Division if a situation arises which will provide a library facility to serve the same community that will result in a higher level of library service. The request for release shall be submitted in writing to the Director of the Division of Library and Information Services.

If the facility is not maintained exclusively as a public library for the 20-year period and release from the unconditional use requirement has not been requested and approved, the grant funds shall be repaid as follows: for each year that the facility is maintained as a public library, the amount to be repaid will be reduced by 5%. The 20-year period begins on the date of project closeout.

III. ELIGIBILITY

To be eligible to apply for or to receive a Library Construction Grant:

A. Applications must be filed with the Division using the Public Library Construction Grant Application form (DLIS/PLC01 effective 4-2015) and postmarked on or before May 1 to receive consideration. The Division will reject applications not postmarked on or before May 1.

B. The applicant for a Library Construction Grant must be a county, municipality, special district or special tax district.

C. The applicant requesting a Public Library Construction Grant shall either own or have unconditional use of the library building to be constructed, expanded or remodeled and the site on which it is located. Assurance of unconditional use by the applicant's governing body must be submitted to the Division no later than 90 days after the grant award. If an applicant anticipates starting a project prior to the date of the grant award, the assurance of unconditional use must be submitted at the time of application submission.

D. An applicant for a Public Library Construction Grant shall be eligible to receive funding for a construction project from more than one state funding source provided that the following criteria are met:

   1. The additional state funding source(s) must be based on a statutorily approved process administered by another state agency, and
   2. The applicant must demonstrate that the project will provide a higher level of service to residents or that the project is in partnership with another organization or agency.

E. A government receiving a Library Construction Grant must have an established program of free public library services and resources which is maintained to provide library service without discrimination to all residents of the legal service area taxed for library purposes.

F. Library Construction Grant will be awarded on a matching basis only, and the applicant shall assure the Division that local matching funds will be available and unencumbered at the time of grant award. The Division of Library and Information Services will waive the financial matching requirements on grants for rural communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes.* Eligible communities applying for a Public Library Construction Grant must request a waiver of matching requirements at the time of grant application.

G. A project will not be eligible for a grant when:

   1. The state portion of the project will be less than $10,000;
   2. The project will result in a total building of less than 3,000 square feet; or
   3. The project will not result in a complete library facility.

IV. TIMELINE

Year 1	May 1	Applications due. Applications must be postmarked to the Division on or before this date.
	May	Division Staff review.
	June	Application correction period. Applicants will have 30 days after the notification date to complete and correct deficiencies. All corrections must be postmarked on or before the last day of the correction period specified by the Division. Failure to correct identified deficiencies within the 30-day period shall automatically make the application ineligible.
	June and July	Division develops ranked list of Public Library Construction Grant applications for consideration by the Legislature.
	July 1	Projects may begin prior to the grant award, if desired. If the project begins prior to the grant award, all additional required documents listed in Section IX must be submitted at the time of application submission.
Year 2	January – February	Legislative committees hear budget requests and make recommendations as part of the overall budget.
	May-June	Legislature approves budget.
	July 1	Grant Award.
Year 3	January 1	Progress Report due.
	July 1	Progress Report due.
Year 4	January 1	Progress Report due.
	July 1	Progress Report due.
Year 5	January 1	Progress Report due.
	June 1	Grant completion deadline. This is the ending date of the project period. The Construction project must be 100% complete, all grant and matching funds must be paid out and the project must be closed out with the Division.

V. APPLICATION

A. Applications must be filed with the Division using the Public Library Construction Grant Application form (DLIS/PLC01, effective 4-2015) and postmarked on or before May 1 to receive consideration. The Division will reject applications not postmarked on or before May 1.

B. Application availability will be announced in the *Florida Administrative Register*.

C. An applicant for a Public Library Construction Grant shall be eligible to receive funding for a construction project from more than one state funding source provided that the following criteria are met:

1. The additional state funding source(s) must be based on a statutorily approved process administered by another state agency, and
2. The applicant must demonstrate that the project will provide a higher level of service to residents or that the project is in partnership with another organization or agency.

D. An applicant whose project was partially funded during a funding cycle may not reapply in the subsequent funding cycles for funds to add to the previous award.

E. An applicant that receives a grant to build a new library or to expand or remodel an existing library may not apply for a grant to expand the same library until the original project has been closed out with the Division.

F. Only one grant will be awarded to a government until all other eligible applicants have been awarded a grant during the funding cycle.

G. The following documents must be submitted at the time of application and should be assembled, labeled and submitted in the order listed below:

1. Certification of Application. The chair of the governing body of a county, the governing body of a municipality or the governing body of a special district or special taxing district that will own or have unconditional use of the building to be constructed, expanded or remodeled must sign the Certificate of Application.

2. An ordinance, an adopted and certified resolution, or an approved agenda item from the governing body of the county, municipality, special district or special taxing district including:

   a. Authorization for submission of the application;

   b. Name or position title of person authorized to sign the application and provide required certifications;

   c. Assurance that the required match of a dollar-for-dollar of the grant request will be available and unencumbered at the time of grant award;

d. Assurance that funding is sufficient and will be available in order that the project will result in a completed library building;

e. Assurance that upon completion of the project, sufficient funds will be available to operate the facility; and

f. Assurance that the building will be used exclusively for the public library purposes for which it was constructed or altered and submission of proposed changes in use to the Division for approval if within 20 years of the completion of the construction project.

3. Copy of documents that establish the library, such as a contract, resolution or ordinance of the government. A copy of the interlocal agreement(s) for library cooperatives and multicounty libraries may be used to meet this requirement.

4. A narrative description of the construction project prepared and signed by a professional librarian functioning as the building consultant. The narrative statement must describe:

   a. How the building will function in a currently established multicounty, county or municipal library. This includes, but is not limited to, programs, services and governance;

   b. How the construction project will contribute to new or improved services in the area it will serve; and

   c. The effects of staffing, maintaining and costs of operating the proposed facility.

5. A detailed written building program, prepared and signed by a professional librarian functioning as a building consultant. The building program must include:

   a. A brief overview of the library including a historical perspective, mission and goals (or roles) of the library;

   b. A description of how library functions relate to each other in terms of space, including a description of patron use and work flow patterns; and

   c. Projection of future needs based upon anticipated future demographics.

6. If an applicant is applying for funding for a construction project from more than one state funding source, the following information must be provided:

   a. Identification of all additional state funding sources being applied for. Include the name of the funding program and the state agency administering the program, and

   b. Description of how:

      1. The multiple funding sources will result in a project to provide a higher level of service to residents; or

      2. The project is in partnership with another organization or agency and how it will provide a higher level of service to residents; or

3. Each funding source will be used to accomplish a different or unique portion of the entire construction project.

7. If an applicant anticipates starting a project prior to the date of the grant award, the additional documentation required in Section IX must be submitted at the time of application submission.

H. The applicant may withdraw applications at any time prior to grant award without penalty.

If any library construction project that has previously been awarded a grant that is later withdrawn or vacated files a new application during the next application submission period for substantially the same project, the project shall be considered only after the Division has acted upon all other applications during the funding cycle.

I. An applicant whose project was not funded during the previous funding cycle may either update the application already on file or submit a new one. If an applicant intends to update or resubmit an application, a letter of intent should be submitted to the Division within 30 days after notification from the Division. The updated information specified in Section V.G.2 shall be submitted within 60 days after notification from the Division. Failure to meet this deadline shall result in rejection of this application.

1. If a new application is submitted by the application submission date, it will be reviewed for eligibility and completeness and evaluated.
2. If the applicant requests that the application already on file be considered for funding, it will not be reevaluated. The point values assigned during the previous review period will remain unchanged. The application will be included in the ranked listing along with new applications. Using the Public Library Construction Grant Application form (DLIS/PLC01, effective 4-2015), the applicant must update and provide the following information:
   a. Applicant Information;
   b. Certification of Application; and
   c. Ordinance or an adopted and certified resolution from the governing body of the government as required and described in Section V.G.2.

VI. APPLICATION REVIEW

Following the close of the application submission period, all applications will be reviewed for eligibility and completeness. In reviewing applications, the Division has the authority to ensure compliance with these guidelines. The Division will determine the eligibility of an applicant, the sufficiency of the application and the eligibility of a project element or expense.

A. The Division will notify applicants in writing of any application deficiencies. Eligible applicants will have an application correction period of up to 30 days after notification date to correct deficiencies. Insufficient applications or the failure to correct the identified deficiencies shall result in rejection of the application. All corrections must be postmarked on or before the last day of the correction period specified by the Division. Since the purpose of this period is to determine eligibility, point totals already assigned to applications will not be changed during the correction period unless there is a change in the square feet of the building.

The Division will evaluate eligible applications in accordance with the Section VII, Criteria for Evaluating and Ranking Grant Applications, and assign a total point score to each application. Applications will be ranked based on the point score with the applications with the most points ranked highest.

B. The Secretary of State shall have final authority to approve or deny all grant applications and to award grants based on the Division's evaluation and ranking. Such approval or denial is the final agency action for purposes of requesting a hearing under the Administrative Procedures Act, Chapter 120, *Florida Statutes.*

C. Applications that are approved by the Secretary of State will be included in the Department of State's ranked list of public library construction applications for consideration by the Legislature.

VII. CRITERIA FOR EVALUATING AND RANKING APPLICATIONS

1. An application can receive a maximum of 100 points. Applications will be ranked based on the point score with the most points ranked the highest.

2. If multiple applications are submitted by one government, then the application with the higher point total will be placed in the higher ranked position. If multiple applications from one government receive the same score, the applicant will be asked to rank the applications. The higher ranked application will be placed in the higher ranked position. The other application(s) shall be placed at the bottom of the rankings. For those application(s) placed at the bottom of the rankings, the application with the higher point totals will be ranked before those with a lower point totals.

3. If two or more applications from different applicants receive the same score, the applicant having the most need based on the Community Need, Section VII.4.D will receive the higher ranking. If two or more applications remain tied, the applicant having received the lowest amount of construction funds within five (5) years of the application date will receive the higher ranking.

4. The points for each section are:

   A. Type of Library Building. Only one category can apply to an application:

      1. Headquarters for a multicounty or library cooperative – 20
      2. Headquarters for a single county library **not** in a multicounty – 15
      3. Headquarters for a single county library in a multicounty – 12
      4. Branch or member of a multicounty library that represents the only library facility in a county – 8
      5. Branch or member library that is part of a county or multicounty, or, a municipal library and its branches operating independently of a county or multicounty library – 4

   B. Project Narrative, prepared and signed by a professional librarian functioning as a building consultant. The narrative statement must describe:

      1. How the building will function in a currently established multicounty, county or municipal library. This includes, but is not limited to, programs, services and governance – 5;
      2. How the construction project will contribute to new or improved services in the area it will serve – 10; and
      3. The effects of staffing, maintaining and operating the proposed facility – 5.

C. Building Program, prepared and signed by a professional librarian functioning as a building consultant. The building program must include:

1. A brief overview of the library including a historical perspective of the library system (if applicable) and the facility covered by the application, the mission and the goals (or roles) of the library – 5;
2. A description of how library functions relate to each other in terms of space, including a description of patron use and workflow patterns – 20; and
3. Projection of future needs based upon anticipated future demographics – 5.

D. Community Need. Points are awarded based on the extent to which the applicant's present or existing facilities meet the standard of .6 square feet per capita for total floor space in its multicounty, county or municipal library. The total square feet will be taken from the most current Annual Statistical Report Form for Public Libraries on file with the Division of Library and Information Services. The report is available free of charge from the Director, Division of Library and Information Services, R.A. Gray Building, Mail Station #9D, Tallahassee, Florida 32399-0250. The population served will be taken from the most current Florida Estimates of Population, University of Florida.

The following describes how the square feet and population will be determined for each type of library. The calculation of the square footage is based upon the type of library.

For cooperative libraries consisting of a countywide system and/or municipal libraries:

- For the countywide library system, the population and square feet for only the legal (taxed) service area of the countywide system will be used.
- For a municipal library, the population and square feet for only the legal (taxed) service area of the municipal library will be used.
- For a multicounty library, the population and square feet for the applicable county will be used.

For consolidated single county libraries:

- The population and square feet for the legal (taxed) service area of the county applying for the grant will be used. This includes consolidated multicounty libraries.

0 – 25	percent of standard –	30 points;
26 – 50	percent of standard –	25 points;
51 – 70	percent of standard –	20 points;
71 – 90	percent of standard –	15 points;
91 – 100	percent of standard –	10 points.

VIII. MAXIMUM GRANT AWARD

The total maximum grant award is $500,000.

IX. ADDDITIONAL REQUIRED DOCUMENTS

The following material shall be submitted to the Division for approval no later than 90 days after the date of grant award. If the applicant anticipates starting the construction project prior to the date of the grant award, the following material must be submitted for approval at the time of application submission. These documents will become a part of the grant application.

1. Specific location of site and a narrative evaluation of the site of the building to be constructed, expanded or remodeled that is prepared and signed by a professional librarian functioning as a building consultant. The site evaluation should justify the choice of site considering:
   a. Plans for future expansion or growth;
   b. Community growth and traffic pattern projections for the future;
   c. Adequate parking, taking into consideration local zoning and building codes or standards;
   d. Convenient access to major pedestrian and vehicular traffic routes; and
   e. Physical characteristics of the site.
2. Assurances, such as a deed showing that the applicant has legal title to the property and building, a long-term lease of not less than 20 years or a resolution adopted by the applicant's governing body that the applicant has unconditional use of the site and the building. If a resolution is used as proof, it shall state whether the applicant owns or leases the site and building.
3. A comparison of the proposed project to .6 square feet per capita for total floor space and standards for library facilities and services. Cite standards used and the source of standards. This shall include at a minimum:
   a. Total floor space;
   b. The amount and kind of space required for all library functions, including both public and staff areas, meeting space, and space for specific services;
   c. Shelving requirements;
   d. Staffing requirements;
   e. Lighting requirements; and
   f. Telecommunications and electrical requirements.
4. A list of the kind and amount of initial furniture and equipment needed for the project.
5. Subsurface soil analysis. This analysis, which involves soil borings, is to assure that the site can support the weight of a library building. The analysis is required for the following:
   a. New construction;

b. Expansion of existing library facility onto previously unbuilt land, including parking lots; or

c. Projects involving an existing building that was not previously used as a library building.

If problems are identified in the analysis, the Division must be informed of how the problems will be corrected.

6. Certification that the construction project will be in compliance with Federal Executive Order 11988 Floodplain Management, as amended by Executive Order 12148, including certification that the use of flood plains in connection with the construction will be avoided as far as practicable.

Regulations governing the use of state funds for construction require that evaluations be made of the potential effect of any proposed construction in relation to flood hazards. Each applicant filing an application for construction funds must request an evaluation of the proposed site of construction from the U.S. Army Corps of Engineers. When submitting requests, the following information should be included regarding the project:

a. A legal description of the site, giving exact boundaries, a location map showing the site, and a street address if available;

b. The need for the evaluation in order to receive construction funds from the Division of Library and Information Services, Florida Department of State; and

c. The date by which the evaluation is needed. Allow at least two weeks to receive this evaluation prior to the additional required documents filing date.

Address requests to:

For areas east of Jefferson County:

Chief, Floodplain Management Services
U.S. Army Corps of Engineers
Jacksonville District
Post Office Box 4970
Jacksonville, Florida 32232-0019
Attention: CESAJ-PD-PF
PHONE: 904. 232.2232

For areas west of Jefferson County, including Jefferson County:

Chief, FPM/SS
U.S. Army Corps of Engineers
Mobile District
Post Office Box 2288
Mobile, Alabama 36628-0001
PHONE: 205.690.2500

If problems are identified, the Division must be informed of how the problems will be corrected.

Copies of the evaluation reports and the plans for correction, if applicable, must be submitted for each application.

7. Assurance that the site selected for the construction project does not interfere with the protection of properties listed in or that are eligible for listing in the National Register of Historic Places in accordance with Section 267.061, *Florida Statutes*. This assurance can be obtained from the Department of State, Division of Historical Resources.

   Regulations governing the use of state funds for construction require that evaluations be made of the potential effect of any proposed construction in relation to historic sites. Each applicant filing an application for construction funds must request an evaluation of the proposed site of construction from the agency listed. When submitting requests, the following information should be included regarding the project:

   a. State that an evaluation is needed in order to receive construction funds from the Division of Library and Information Services, Florida Department of State;

   b. Provide the name, address and/or the tax parcel identification for the project;

   c. Provide a detailed written description of the proposed project including related activities that will be carried out in conjunction with the project, for example the proposed rehabilitation (include specific details) or demolition of a building or structure or the extent of proposed land clearing or ground disturbing activities;

   d. Provide the section, township and range coordinates from the legal description. Provide a site map(s) with dimensions and/or scale and the total project study area acreage;

   e. Provide a general project study area/project site location map. Provide a USGS Quadrangle map (to scale – additional enlargements may be included) depiction of the study area and project site. Depict the project study area on an aerial photograph (current and/or past), when available. Provide a detailed topographic map of the study, when available;

   f. Provide photograph(s) of the project site if available (no photocopies). Providing aerial photographs (current or past) of the project study area and project site is recommended, when available. If a project does or may involve a building(s) or structure(s) 50 years of age or older, photographs must be provided of the exterior and interior (as appropriate). Provide photographs of specific elements of the building(s) affected by the project, if applicable. All photographs should be keyed to a project or building sketch plan;

   g. For new construction projects, describe the present condition of the project study area and a history of the past land use activities, i.e., agriculture or silvaculture. Describe any manmade improvements in the study area. Provide information on the study area describing the natural environment(s) (biological and geological), for example drainage, wetlands, soils, vegetation, etc.;

h. Describe any surrounding buildings or structures (include photographs of such improvements keyed to a map). Indicate the recorded or estimated construction dates for each building or structure; and

i. Indicate the date by which you need the evaluation. Allow at least 30 days for the historic site evaluation.

Address requests to:

Director
Division of Historical Resources
R. A. Gray Building, 4th Floor
500 S. Bronough Street
Tallahassee, Florida 32399-0250
PHONE: 850.245.6333;

Copies of the letters of evaluation must be submitted for each application. If the project is covered in the protection of properties listed in or eligible for listing in the National Register of Historic Places in accordance with Section 267.061, *Florida Statutes*, the applicant must obtain written approval from the Division of Historic Preservation before the project is let for bid.

8. Certification by grantee's governing body, such as a resolution or a signed document from the person or position designated by the grantee's governing body in the resolution submitted with the application, that the grantee will competitively award construction contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiations. This also includes contracts for construction management services or design-build contracts. Such awards to a private sector contractor must be permitted by applicable municipal or county ordinance, by special district resolution or by state law including Section 255.20, *Florida Statutes*. If competitive negotiations are used, the award shall be in accordance with Section 287.055, *Florida Statutes*.

X. ADMINISTRATION OF GRANTS

A. Grant Agreement. The application, if approved, will become a part of the grant agreement between the Department of State, Division of Library and Information Services and the grantee. The Division shall be responsible for preparing a grant agreement. Grant agreements, incorporated herein by reference, will be sent to grantees along with the grant award. The grant agreement will include a scope of work and project deliverables. A construction project may be initiated 12 months or less prior to the grant award. However, the Division shall not release any grant funds to the applicant before the grant funds have been appropriated by the Legislature and the grant agreement is executed between the Division and the grantee.

The grant agreement must be signed between the grantee and the Department prior to February 1 of the second fiscal year after the grant award. If the agreement is not executed by this date, the grant funds shall revert to the Legislature in accordance with Section 216.301, *Florida Statutes*.

B. Grant Agreement Amendments. Requests may be made to modify the provisions of the Grant Agreement. A Grant Agreement Amendment Request form must be submitted to the Division. Changes that are agreed upon shall be valid only when put in writing and signed by each of the parties in a Grant Amendment. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida. The Grant Agreement Amendment Request is available on the Division's website at info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/.

C. Project Manager. The project manager is the applicant's single authorized representative for all contact with the Division regarding the project. This includes all written and verbal communications with the Division, processing grant-related paperwork processing, receipt of grant payments, etc. If the project manager changes from the information provided in the application, the applicant or grantee must notify the Division in writing of this change. The project manager may be the same person as the applicant's building consultant.

D. Planning Assistance. Division staff are available to provide planning assistance as the plans for the construction project are being developed. It is recommended that Division staff be involved during several points in the development of project plans: when the initial drawings have been completed based on the building program, approximately half way through design development; and, when the furniture and equipment plan for the facility is being developed

E. Architectural Drawings and Specifications. The grantee shall provide the Division the following material no less than 30 days prior to the construction project being let for bid or Guaranteed Maximum Price being awarded. This also includes contracts for construction management services or design-build contracts.

1. Final floor plan with furnishings and equipment;
2. Final site plan; and
3. Final elevations.

Submit two sets of drawings prepared by a licensed architect. One set of these plans shall be 24" x 36" or 30" x 42" and the other shall be 11" x 14".

If there are changes in the design or size of the building, the grantee shall provide revised floor plans, site plans and elevations to the Division. An example of when this might occur would be if project bids exceed available funding necessitating a revision to project plans.

F. Architectural Supervision. The grantee shall provide engineering or architectural supervision and inspection to ensure that the completed work conforms to the approved plans and specifications.

G. Accessibility. All facilities constructed must comply fully with Sections 255.21 and Sections 553.501 through 553.514, *Florida Statutes*, relating to accessibility by persons with disabilities and the Americans with Disabilities Act of 1990.

H. Competitive Awards. The grantee shall competitively award construction contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiations. This also includes contracts for construction management services or design-build contracts. Such awards to a private sector contractor must be permitted by applicable municipal or county ordinance, by special district resolution or by state law including Section 255.20, *Florida Statutes*. If competitive negotiations are used, the award shall be in accordance with Section 287.055, *Florida Statutes.*

All procurement of goods and services must be made in a manner so as to provide maximum free competition.

I. Project Publicity. Each construction project shall display a project identification sign in a prominent location at the project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and contain the following acknowledgment of grant assistance in accordance with Section 286.25, Florida Statutes:

> This project is sponsored in part by the Department of State, Division of Library and Information Services and the State of Florida (Section 286.25 *Florida Statutes*).

Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign is an allowable project cost. Routine maintenance costs of project identification signs are not allowable project costs.

J. Progress Reports. The grantee must submit a progress report to the Division every six (6) months until the project is completed. The report should include a status of the construction project and photographs of project progress.

K. Change Orders. Should grant expenditures exceed the budgeted category amount by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

L. Final Inspection. The grantee should notify the Division of the date and time of final inspection so that the Division may participate in such inspection for the purpose of concurring in the final acceptance of the building. The grantee shall also provide the Division with a copy of the Certificate of Substantial Completion (AIA Document G704).

M. Project Completion. The construction project shall be completed by June 1 three years after the year of the grant award. The project completion date is the date that the project is 100% complete and all grant and matching funds have been paid out.

N. Extension of the Project Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the project period and may not exceed 120 days unless the grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the grantee and one that prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Written approval is required for extensions.

O. Project Audit. A financial audit of the government, carried out in accordance with the requirements of Section 215.97, *Florida Statutes*, Chapter 10.550, *Rules of the Auditor General*, and generally accepted accounting principles, must be submitted.

If desired, a grantee may submit a project specific audit in lieu of the annual audit. The project specific audit must be carried out in accordance with the requirements of Section 215.97, *Florida Statutes*, Chapter 10.550, *Rules of the Auditor General*, and generally accepted accounting principles.

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

Q. Withdrawal of Project. The applicant may withdraw applications at any time prior to grant award without penalty.

If any library construction project that has previously been awarded a grant which is later withdrawn or vacated files a new application during the next application submission period for substantially the same project, the project shall be considered only after the Division has acted upon all other applications during the funding cycle.

R. Change in Project Scope. If the grantee desires to change the scope of the project from what was submitted in the application (for example, from renovation to new construction), the request must be submitted in writing to the Director of the Division of Library and Information Services. Permission to change the scope of the project will be granted if a situation arises that will provide a library facility to serve the same community that will result in a higher level of library service. If a change in project scope is approved, the applicant or grantee will have 30 days to update the application documents that are on file with the Division.

S. Change in Project Site. If the grantee desires to change the site or location of the project from what was submitted in the application, the request must be submitted in writing to the Director of the Division of Library and Information Services. Permission to change the project site will be granted if a situation arises that will provide a library facility to serve the same community that will result in a higher level of library service. If a change in the project site is approved, the applicant or grantee will have 30 days to update the application documents that are on file with the Division.

T. Financial Consequences. The following financial consequences will be applied if the grant recipient fails to perform all tasks outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement. Financial consequences are tied to deliverables and each payment:

1. First payment will be withheld if deliverables are not satisfactorily completed.
2. Second payment will be withheld if deliverables are not satisfactorily completed.
3. Third payment will be withheld if deliverables are not satisfactorily completed.
4. Fourth payment will be withheld if deliverables are not satisfactorily completed.

U. Payments. A maximum of four payments of grant funds will be made on a reimbursement basis.

1. The first payment will be 30% of the grant award. Payment will be made upon completion of at least 30% of the project and after receipt and approval of the following required documents. This information is found on the Application and Certificate for Payment (AIA Document G702) and Continuation Sheet (AIA Document G703), or its equivalent. The following documents must be either on file with the Division or completed and submitted for payment one :

a. Public Library Construction Grant Program Payment Request # 1 form (DLIS/PLC02), certified by the project manager or authorized official and the chief financial officer of the grantee's governing body or authorized official, assuring that at least 30% of the project has been completed;

b. Material required in Section IX, and Section X.E;

c. Executed contract for architectural services between the owner and architect;

d. Certification by grantee's (county, municipality, special district or special taxing district), governing body such as a resolution or a signed document from the person or position designated by the grantee's governing body in the resolution submitted with the application, that the project was competitively bid and awarded in accordance with Section 255.20, *Florida Statutes* and local bidding requirements. If competitive negotiations are used, the certification shall include that the contract was awarded in accordance with Section 287.055, *Florida Statutes*;

e. Complete and executed contract(s) for construction that shows the total cost to construct the facility or the guaranteed maximum price; and

f. Application and Certificate for Payment (AIA Document G702) and Continuation Sheet (AIA Document G703), or the equivalent showing at least 30% of the construction project has been completed. This item is the project deliverable for payment one.

2. **The second payment** will be 30% of the grant award. Payment two will be made upon completion of at least 60% of the project and after receipt and approval of the following required documents: This information is found on the Application and Certificate for Payment (AIA Document G702) and Continuation Sheet (AIA Document G703), or its equivalent. The following documents must be either on file with the Division or completed and submitted for payment two:

    a. Public Library Construction Grant Program Payment Request # 2 form (DLIS/PLC03), certified by the project manager or authorized official and the chief financial officer or authorized official of the grantee's governing body, assuring that at least 60% of the project has been completed; and

    b. Application and Certificate for Payment (AIA Document G702) and Continuation Sheet (AIA Document G703), or the equivalent, showing at least 60% of the project has been completed. This item is the project deliverable for payment two.

3. **The third payment** will be 30% of the grant award. Payment will be made upon completion of 100% of the project and after receipt and approval of the following required documents. This information is found on the Application and Certificate for Payment (AIA Document G702) and Continuation Sheet (AIA Document G703), or its equivalent. The following documents must be either on file with the Division or completed and submitted for payment three:

    a. Public Library Construction Grant Program Payment Request # 3 form (DLIS/PLC04), certified by the project manager or authorized official and the chief financial officer or authorized official of the grantee's governing body, assuring that 100% of the project has been completed;

    b. Certificate of Substantial Completion (AIA Document G704); and

    c. Application and Certificate for Payment (AIA Document G702) and Continuation Sheet (AIA Document G703) or the equivalent. The G702 form must show that the project is 100% complete, all construction contract funds have been expended, including all retainages, and a zero balance on line 9. This item is the project deliverable for payment three.

4. **The final payment** will be 10% of the grant amount. Payment shall be made only after successful completion of the project and agreement obligations. The following documents must be either on file with the Division or completed and submitted for payment four:

    a. Public Library Construction Grant Program Payment Request # 4 form (DLIS/PLC05), certified by the project manager or authorized official and the chief financial officer of the grantee's governing body that the project and all obligations have been completed;

b. Audit in compliance with the requirements of Section 215.97, *Florida Statutes*, Chapter 10.550, *Rules of the Auditor General*, and generally accepted accounting principles; and

c. Library Construction Closeout Report form (DLIS/PLC06), certified by the project manager and chief financial officer of the applicant's governing body, assuring that all project funds have been expended and that the project has been closed out. This item is the project deliverable for payment four.

V. Noncompliance status. If the grant recipient is in noncompliance with any term(s) of the grant agreement or any other grant agreement with the Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the organization and/or governing body comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents, submission of incomplete grant reports or other grant documents or violation of other contractual requirements, shall constitute a basis for the Division to place the recipient and/or its governing body in noncompliance status with the Department of State.

XI. ALLOWABLE USES OF GRANT FUNDS

Funds provided under a Library Construction Grant may be used to cover costs of any of the following, as long as the construction project results in a completed library facility:

A. Architectural services;

B. New construction;

C. Expansion;

D. Remodeling;

E. Purchase of a facility or property to be used as a library. All requirements for having ownership of the property or facility as specified in Section IX.2 must be met.

F. Site preparation, including the provision of parking spaces;

G. Engineering costs and legal fees directly related to the construction of the library;

H. Initial or fixed equipment, including shelving, tables, chairs, information and building technologies, video and telecommunications equipment, machinery, utilities, built-in equipment and enclosures or structures necessary to house them, and all other items necessary to furnish and operate a new or improved facility for the provision of library services; or

I. Opening day collections.

XII. MATCHING FUNDS

Matching funds must equal the grant amount, dollar for dollar. The Division of Library and Information Services will waive the financial matching requirements on grants for rural communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*. Eligible communities applying for a Public Library Construction Grant must request waiver of matching requirements at the time of grant application.

Eligible matching funds include cash, governmental appropriation, negotiable and non-negotiable securities, bonds sold or validated, funds used for advance plans, estimates, or the cost of the land for the construction or acquisition of a building not already in use as a public library.

For new construction, the current appraised fair market value of a currently owned site may be included as a part of the local matching portion. For remodeling and expansion projects, the current appraised fair market value of the site, building or portion of a building currently not being used as a public library that will be become part of the library as a result of the project may be included towards the local matching portion. The appraisal shall be prepared by an independent licensed appraiser.

There is no time limit prior to submitting the application when applicant must have ownership of the site being used towards match. However, if the site is being used towards match, the applicant must own the site no later than the time of grant award.

Funds expended on furnishings and equipment for the facility, such as shelving, computers, tables and chairs, and opening day collections may be used towards match as long as the funds are expended less than 12 months prior to the date of grant award or before the project is closed out.

All funds, including local matching and donated funds used towards the project, must be administered by the grantee.

XIII. UNALLOWABLE USE OF GRANT AND MATCHING FUNDS

Funds are allowed for grant or matching expenditures only as specifically stated in Sections XI and XII. In addition, the following are not allowed as grant or matching expenditures:

A. In-kind services; and

B. Routine maintenance costs of project identification signs.

XIV. OPERATION AND USE OF FACILITY

A facility that will be constructed, remodeled or expanded using state grant funds must be maintained exclusively as a public library for a period of 20 years. Failure to maintain the facility exclusively as a public library for the 20-year period will result in repayment of all or a portion of the grant funds. The 20-year period begins on the date of project closeout.

If the facility is not maintained exclusively as a public library for the 20-year period, and release from the unconditional use requirement has not been requested and approved, the repayment schedule is as follows:

> For each year that the facility is maintained as a public library, reduce the amount to be repaid by 5%, i.e., 1 year – 95% of the grant funds, 5 years – 75% of the grant funds, 10 years – 50% of the grant funds, etc.
>
> If the facility is not maintained as a public library for an entire year, the amount to be repaid will be prorated based on the number of months the facility was not maintained as a public library, rounded to the next whole month.

Release from the unconditional use requirement may be requested and will be granted if a situation arises that will provide a library facility to serve the same community that will result in a higher level of library service. The request shall be submitted in writing to the Director of the Division of Library and Information Services.

Florida Department of State, Division of Library and Information Services

PUBLIC LIBRARY CONSTRUCTION GRANT APPLICATION

Application Deadline: May 1, 2015

I. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

City of Fruitland Park

Street 506 W. Berckman Street City Fruitland Park Zip 34731 County Lake County

Name of Chairman of Applicant's Governing Authority Christopher J. Bell

Federal Employer Identification (FEID) Number 59 6031169

B. NAME OF LIBRARY DIRECTOR Jo-Ann Glendinning

Telephone (352)360-6561 Fax (352) 360-6691 Email jglendinning@lakeline.lib.fl.us

Library Fruitland Park Library

Street 205 W. Berckman Street City Fruitland Park, Florida Zip 34731

C. NAME OF PROJECT MANAGER Jo-Ann Glendinning

Title Library Director

Agency, organization or governmental unit City of Fruitland Park, Fruitland Park Library

Street 205 W. Berckman Street City Fruitland Park Zip 34731

Telephone (352)360-6561 Fax (352)360-6691 Email jglendinning@lakeline.lib.fl.us

D. NAME OF BUILDING CONSULTANT (MLS degree) TBD

Street _____ City _____ Zip _____

Telephone () Fax () Email _____

E. NAME OF REGISTERED ARCHITECT TBD

Street _____ City _____ Zip _____

Telephone ( ) Registration Number _____

F. INDICATE IF CONSIDERING STARTING THE CONSTRUCTION PROJECT PRIOR TO THE GRANT AWARD YES_____ NO___X____

II. PROPOSED PROJECT

A. Name of Proposed Facility __Fruitland Park Public Library_____

B. Type Construction Project (check one)**:**

__X__ New Building _____ Expansion _____ Remoding

C. Building to be Used as (check one):

_____ Single county library headquarters

_____ Multicounty or library cooperative headquarters

_____ Multicounty or library cooperative branch or member (more than one library in county)

_____ Multicounty or library cooperative branch or member (only library in county)

__X___ Single county branch or library cooperative member

_____ Independent municipal library (headquarters)

_____ Independent municipal library (branch)

III. PROJECT DATA

A. Floor Area in Square Feet

Facility prior to project (Check one and give square feet where applicable):

____a. No facility currently exists

____b. A facility currently exists but will not be used as a library after project completion ___7,000_____ sq. ft.

____c. A facility currently exists and will be used by library after project (may be present library or another building) _____ sq. ft.

Facility after the project is completed (Check one and give square feet where applicable): ___12,000____ sq. ft.

1. New facility to be constructed

2. Expansion of existing facility
   - Square footage of existing building _____ sq. ft.
   - Square footage of the portion of building to be expanded _____ sq. ft.
   - Total square feet of building after expansion _____ sq. ft.

3. Remodeling of existing facility (not included in # 2) _____ sq. ft.

B. Geographical Area To Be Served By Proposed Facility:

1. Name of city(s), county(s) or region. (If the service area does not conform to city or county boundaries, give the location and population by census tracts.) ____City of Fruitland Park, Lake County_

IV. ESTIMATED COST OF PROJECT

A. Funds By Category (Indicate project cost by applicable categories):

1.	Architect's fees (include planning costs)	$ TBD
2.	Site acquisition	$ TBD
3.	Acquisition cost of building	$ TBD
4.	New construction	$ $1,600,000
5.	Expansion of existing building	$ N/A
6.	Remodeling of existing building	$ N/A
7.	Initial equipment	$ TBD
8.	Other (specify)	$ TBD
9.	**TOTAL** (Must equal B.4)	$ $1,600,000

B. Source of Funds:

1.	Local funds available	$ $1,100,000
2.	Amount of funds requested from the Public Library Construction Grant Program (State General Revenue)	$ $500,000
3.	Amount of funds requested from other State sources	$ 0
4.	TOTAL (Must equal A.9)	$ $1,600,000

If total above includes funds already spent, please specify amounts, type and dates of expenditures. (Appraisal costs and incidental purchase costs, such as surveys, title insurance, legal fees, etc., are not eligible expenditures and are not reimbursable.)

	Amount	Dates
Advance plans	$ TBD	
Estimates	$ TBD	
Acquisition of lands	$ TBD	
Other (Specify)	$ TBD	

V. REQUIRED DOCUMENTS

One copy of each of the following documents is required to be submitted as a part of the application for Public Library Construction Grant funds. Assemble, label and submit documents in the order listed below.

1. Certification of Application. The chair of the governing body of a county, the governing body of a municipality or the governing body of a special district or special taxing district that will own or have unconditional use of the building to be constructed, expanded or remodeled must sign the Certificate of Application.

2. An ordinance or an adopted and certified resolution from the governing body of the county, municipality, special district or special taxing district including:
   a. Authorization for submission of the application;
   b. Name or position title of person authorized to sign the application and provide required certifications;
   c. Assurance that the required match of a dollar-for-dollar of the grant request will be available and unencumbered at the time of grant award;
   d. Assurance that funding is sufficient and will be available in order that the project will result in a completed library building;
   e. Assurance that upon completion of the project, sufficient funds will be available to operate the facility; and
   f. Assurance that the building will be used exclusively for the public library purposes for which constructed or altered and submission of proposed changes in use to the Division for approval if within 20 years of the completion of the construction project.

3. Copy of documents that establish the library, such as a contract, resolution, or ordinance of the government. A copy of the interlocal agreement(s) for library cooperatives and multicounty libraries may be used to meet this requirement.

4. A narrative description of the construction project, prepared and signed by a professional library staff member, functioning as the building consultant. The narrative statement must describe:
   a. How the building will function in a currently established multicounty, county, or municipal library. This includes, but is not limited to programs, services and governance;
   b. How the construction project will contribute to new or improved services in the area it will serve; and
   c. The effects of staffing, maintaining, and costs of operating the proposed facility.

5. A detailed written building program, prepared and signed by a professional librarian functioning as the building consultant. The building program must include:
   a. A brief overview of the library including a historical perspective, mission and goals (or roles) of the library;
   b. A description of how library functions relate to each other in terms of space, including a description of patron use and work flow patterns; and
   c. Projection of future needs based on anticipated future demographics.

6. If an applicant is applying for funding for a construction project from more than one state funding source, the following information must be provided:
   a. Identify all additional state funding sources being applied for. Include the name of the funding program and the state agency administering the program, and
   b. Describe how:
      1. The multiple funding sources will result in a project to provide a higher level of service to residents; or
      2. The project is in partnership with another organization or agency and how it will provide a higher level of service to residents; or
      3. Each funding source will be used to accomplish a different or unique portion of the entire construction project.

One copy of each of the following documents is required to be submitted to the Division for approval no later than 90 days after the date of grant award.

If the applicant anticipates starting the construction project prior to the date of the grant award, the following material must be submitted for approval at the time of application submission.

Assemble, label and submit documents in the order listed below.

1. Specific location of site and a narrative evaluation of the site of the building to be constructed, expanded or remodeled that is prepared and signed by a professional librarian functioning as the building consultant. The site evaluation should justify the choice of site considering:
    a. Plans for future expansion or growth;
    b. Community growth and traffic pattern projections for the future;
    c. Adequate parking, taking into consideration local zoning and building codes, or standards;
    d. Convenient access to major pedestrian and vehicular traffic routes; and
    e. Physical characteristics of the site.
2. Assurances, such as a deed, showing that the applicant has legal title to the property and building, a long-term lease of not less than 20 years or a resolution adopted by the applicant's governing body, that the applicant has unconditional use of the site and the building. If a resolution is used as proof, it shall state whether the applicant owns or leases the site and building.
3. A comparison of the proposed project to .6 square feet per capita for total floor space and standards for library facilities and services. Cite standards used and the source of standards. This shall include, at a minimum:
    a. Total floor space;
    b. The amount and kind of space required for all library functions, including both public and staff areas, meeting space, and space for specific services;
    c. Shelving requirements;
    d. Staffing requirements;
    e. Lighting requirements; and
    f. Telecommunications and electrical requirements.
4. A list of the kind and amount of initial furniture and equipment needed for the project.

5. Subsurface soil analysis. This analysis, which involves soil borings, is to assure that the site can support the weight of a library building. The analysis is required for the following:
   a. New construction;
   b. Expansion of existing library facility onto previously unbuilt land, including parking lots; or
   c. Projects involving an existing building that was not previously used as a library building.

   If problems are identified in the analysis, the Division must be informed of how the problems will be corrected.
6. Certification that the construction project will be in compliance with Federal Executive Order 11988 Floodplain Management, as amended by Executive Order 12148, including certification that the use of flood plains in connection with the construction will be avoided as far as practicable. Certification can be obtained from the U.S. Army Corps of Engineers. If problems are identified, the Division must be informed of how the problems will be corrected. Include copies of the evaluation report and the plans for correction, if applicable.
7. Assurance that the site selected for the construction project does not interfere with the protection of properties listed in or that are eligible for listing in the National Register of Historic Places in accordance with Section 267.061, Florida Statutes. Include a copy of the letter of evaluation. If the project is covered in the protection of properties listed in the National Register of Historic Places in accordance with Section 267.061, Florida Statutes, the applicant must obtain written approval from the Division of Historic Preservation before the project is let for bid.
8. Assurances, such as a deed, showing that the applicant has legal title to the property and building, a long-term lease of not less than 20 years or a resolution adopted by the applicant's governing body, that the applicant has unconditional use of the site and the building. If a resolution is used as proof, it shall state whether the applicant owns or leases the site and building.
9. Certification by grantee’s governing body, such as a resolution, or, a signed document from the person or position designated by the grantee’s governing body in the resolution submitted with the application, that the grantee will competitively award construction contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiations. This also includes contracts for construction management services or design-build contracts.

Florida Department of State, Division of Library and Information Services

CERTIFICATION OF APPLICATION

I certify that this Library Construction Grant Application of the

City of Fruitland Park
(name of applicant)

is true and accurate to the best of my knowledge; that the applicant will comply with the standards established pursuant to Section 257.15, *Florida Statutes* and will furnish such reports and information and follow such procedures as will be required by the Department of State, Division of Library and Information Services; that all funds received for the project will be expended solely for the purposes for which granted and any such funds not so expended, including funds lost or diverted to other purposes, shall be paid to the Department of State, Division of Library and Information Services; and that the current annual appropriation for library service is $ 216,400.00.

_____
Signature of Chair of Governing Body

Christopher J. Bell, Mayor
Typed Name of Official

April 30, 2015
Date

_____
Clerk of Circuit Court or Other Appropriate Officer

_____
Date

Florida Department of State, Division of Library and Information Services
R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250

Public Library Construction Grant Program

Payment Request #1

At least 30% of the project must be completed before this payment request can be submitted. Complete this form and submit along with the following items, or indicate that the items are already on file with the Division.

Organization Name: _____

Project Number: _____

Project Name: _____

Required Document	On File With the Division	Attached	Not Applicable
1. Specific location of site and a narrative evaluation of the site of the building to be constructed, expanded or remodeled that is prepared and signed by a professional librarian functioning as the building consultant. The site evaluation should justify the choice of site considering: a. Community growth and traffic pattern projections for the future; b. Adequate parking, taking into consideration local zoning and building codes; c. Convenient access to major pedestrian and vehicular traffic routes; and d. Physical characteristics of the site.			
2. Certification that the construction project will be in compliance with Federal Executive Order 11988 Floodplain Management, as amended by Executive Order 12148, including certification that the use of flood plains in connection with the construction will be avoided as far as practicable. If problems are identified in the analysis, the Division must be informed of how the problems will be corrected.			
3. Assurance that the site selected for the construction project does not interfere with the protection of properties listed in the National Register of Historic Places in accordance with Section 267.061, *Florida Statutes*. If problems are identified in the analysis, the Division must be informed of how the problems will be corrected.			

Required Document	On File With the Division	Attached	Not Applicable
4. Assurances, such as a deed, showing that the applicant has legal title to the property and building, a long-term lease of not less than 20 years or a resolution adopted by the applicant's governing body, that the applicant has unconditional use of the site and the building. If a resolution is used as proof, it shall state whether the applicant owns or leases the site and building.			
5. Subsurface soil analysis. If problems are identified in the analysis, the Division must be informed of how the problems will be corrected.			
6. A comparison of the proposed project to .6 square feet per capita for total floor space and standards for library facilities and services. Cite standards used and the source of standards. This shall include at a minimum: 1. Total floor space; 2. The amount and kind of space required for all library functions, including both public and staff areas, meeting space, and space for specific services; 3. Shelving requirements; 4. Staffing requirements; 5. Lighting requirements; and 6. Telecommunications and electrical requirements.			
7. A list of the kind and amount of initial furniture and equipment needed for the project.			
8. Final floor plan with furnishings and equipment.			
9. Final site plan.			
10. Final elevations.			
11. Changes in the final floor plan, site plan and elevations after the project has been let for bid.			
12. Certification that the project was competitively bid and awarded in accordance with Section 255.20, *Florida Statutes* and local bidding requirements. If competitive negotiations are used, the certification shall include that the contract was awarded in accordance with Section 287.055, *Florida Statutes*.			

Required Document	On File With the Division	Attached	Not Applicable
13. Executed contract for architectural services between the owner and architect.			
14. Complete and executed contract(s) for construction that shows the total cost to construct the facility or the guaranteed maximum price.			
15. Application and Certificate for Payment (AIA Document G702) and Continuation Sheet (AIA Document G703), or the equivalent, showing at least 30% of the project completed.			

I hereby certify that the information provided is accurate to the best of my knowledge; that all provisions of the library construction guidelines and the grant agreement have been met; that sufficient local matching funds have been disbursed, obligated, or are currently available; and that at least 30% of the project has been completed.

Signature: _____
Project Manager or Authorized Official

_____
Print/Type Name

_____
Title

_____
Name of Agency

_____
Date

Signature:_____
Chief Financial Officer of Governing Body

_____
Print/Type Name

_____
Title

_____
Name of Agency

_____
Date

Florida Department of State, Division of Library and Information Services
R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250

Public Library Construction Grant Program

Payment Request #2

At least 60% of the project must be completed before this payment request can be submitted. Complete this form and submit along with the following items, or indicate that the items are already on file with the Division.

Organization Name: _____

Project Number: _____

Project Name: _____

Required Document	***On File With the Division***	***Attached***
1. Application and Certificate for Payment and Continuation Sheet (AIA Documents G702 and G703 or its equivalent) showing at least 60% of the project completed.		

I hereby certify that the information provided is accurate to the best of my knowledge; that all provisions of the library construction guidelines and the grant agreement have been met; that sufficient local matching funds have been disbursed, obligated, or are currently available; and at least 60% of the project has been completed.

Signature: _____
Project Manager or Authorized Official

_____
Print/Type Name

_____
Title

_____
Name of Agency

_____
Date

Signature:_____
Chief Financial Officer of Governing Body

_____
Print/Type Name

_____
Title

_____
Name of Agency

_____
Date

Florida Department of State, Division of Library and Information Services
R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250

Public Library Construction Grant Program

Payment Request #3

One hundred percent (100%) of the project must be completed and 100% of the construction contract funds must be expended before this payment request can be submitted. Complete this form and submit along with the following items, or indicate that the items are already on file with the Division.

Organization Name: _____

Project Number: _____

Project Name: _____

Required Document	***On File With the Division***	***Attached***
1. Certificate of Substantial Completion (AIA Document G704).		
2. Application and certificate for Payment and Continuation Sheet (AIA Documents G702 & G703 or its equivalent). The G702 form must show that 100% of the project has been completed and all construction funds have been expended, and it must show a zero balance on line 9.		

I hereby certify that the information provided is accurate to the best of my knowledge; that all provisions of the library construction guidelines and the grant agreement have been met; that sufficient local matching funds have been disbursed, obligated, or are currently available; and that 100% of the project has been completed and 100% of the construction costs have been expended.

Signature: _____
Project Manager or Authorized Official

_____
Print/Type Name

_____
Title

_____
Name of Agency

_____
Date

Signature:_____
Chief Financial Officer of Governing Body

_____
Print/Type Name

_____
Title

_____
Name of Agency

_____
Date

Florida Department of State, Division of Library and Information Services
R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250

Public Library Construction Grant Program

Payment Request #4

All construction costs must be expended and the project completed before this payment request can be submitted. Complete this form and submit along with the following items, or indicate that the items are already on file with the Division.

Organization Name: _____

Project Number: _____

Project Name: _____

Required Document	***On File With the Division***	***Attached***
1. Audit in compliance with Section 215.97, *Florida Statutes* and Chapter 10.550, *Rules of the Auditor General*.		
2. Library Construction Closeout Report (form DLIS/PLC06).		

I hereby certify that the information provided is accurate to the best of my knowledge; that all provisions of the library construction guidelines and the grant agreement have been met; and that the construction project has been completed.

Signature: _____
Project Manager or Authorized Official

_____
Print/Type Name

_____
Title

_____
Name of Agency

_____
Date

Signature:_____
Chief Financial Officer of Governing Body

_____
Print/Type Name

_____
Title

_____
Name of Agency

_____
Date

Florida Department of State, Division of Library and Information Services
R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250

PUBLIC LIBRARY CONSTRUCTION
CLOSEOUT REPORT

NAME OF LIBRARY _____

ADDRESS _____
Number/Street **City** **Zip Code**

PROJECT NUMBER: _____

PROJECT NAME: _____

PROJECT CONSTRUCTION DATES (month, day, year)
Started _____ **Completed** _____

TYPE OF PROJECT ☐ **New** ☐ **Expansion** ☐ **Remodeling SIZE OF FACILITY** _____**sq. ft.**

PROJECT EXPENDITURES (*by source*)
Line 5 of Expenditures by Source must equal line 6 of Expenditures by Type.

1. **Local** $_____
2. **State** $_____
3. **Federal** $_____
4. **Other** $_____
5. **TOTAL** $_____

PROJECT EXPENDITURES (*by type*)

1. **Architectural Fees** $_____
2. **Construction** $_____
3. **Site** $_____
4. **Furniture & Equipment** $_____
5. **Other** $_____
6. **TOTAL** $_____

NARRATIVE
Attach a narrative report for the project. Summarize the project in terms of its accomplishments, special features of building, problems encountered, comparison of the current facility and services with previous ones, etc. Identify benefits and/or programs which resulted from the project. Include photographs and other items of interest.

I hereby certify that the construction project has been completed and all project funds have been expended.

PROJECT MANAGER OR AUTHORIZED OFFICIAL

SIGNATURE _____ **DATE** _____

NAME AND TITLE (type or print) _____

CHIEF FINANCIAL OFFICER

SIGNATURE _____ **DATE** _____

NAME AND TITLE (type or print) _____

Florida Department of State, Division of Library and Information Services
R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250

Public Library Construction Grant

Progress Report

Organization Name:	
Project Number:	
Project Name:	
Period Covered by Report:	

Instructions:

A progress report must be submitted to the Division every six (6) months until the project is completed. The report should include a status of the construction project and photographs of project progress. Attach additional pages as necessary.

Mail, fax or email completed form to:

Division of Library and Information Services
R.A. Gray Building, MS # 9D
500 South Bronough Street
Tallahassee, Florida 32399-0250
Email: Marian.Deeney@DOS.MyFlorida.com Fax: 850.245.6643

CHAPTER 257, *Florida Statutes*

PUBLIC LIBRARIES AND STATE ARCHIVES

257.14 Division of Library and Information Services; rules.

257.15 Division of Library and Information Services; standards.

257.191 Construction grants.

257.14 Division of Library and Information Services; rules. – The Division of Library and Information Services has authority to adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of this chapter.

History. – s. 2, ch. 61-402; s. 4, ch. 63-39; ss. 10, 35, ch. 69-106; s. 21, ch. 69-353; s. 3, ch. 83-24; s. 19, ch. 86-163; s. 46, ch. 98-200.

257.15 Division of Library and Information Services; standards. – The Division of Library and Information Services shall establish reasonable and pertinent operating standards under which libraries will be eligible to receive state moneys.

History. – s. 3, ch. 61-402; s. 4, ch. 63-39; ss. 10, 35, ch. 69-106; s. 21, ch. 69-353; s. 2, ch. 72-353; s. 3, ch. 83-24; s. 20, ch. 86-163.

257.191 Construction grants. – The Division of Library and Information Services may accept and administer library construction moneys appropriated to it and shall allocate such appropriation to municipal, county, and regional libraries in the form of library construction grants on a matching basis. The local matching portion shall be no less than the grant amount, on a dollar-for-dollar basis, up to the maximum grant amount, unless the matching requirement is waived by s. 288.06561. Initiation of a library construction project 12 months or less prior to the grant award under this section shall not affect the eligibility of an applicant to receive a library construction grant. The division shall adopt rules for the administration of library construction grants. For the purposes of this section, s. 257.21 does not apply.

History. – s. 4, ch. 73-138; s. 5, ch. 83-24; s. 23, ch. 86-163; s. 2, ch. 2003-126.

FLORIDA ADMINISTRATIVE CODE
CHAPTER 1B-2
LIBRARY ADMINISTRATION

1B-2.011 Library Grant Programs.
(1) This rule provides procedures for library grant programs administered by the Division of Library and Information Services (Division). Each program shall be governed by guidelines which contain information on eligibility requirements, application review procedures, evaluation and funding criteria, grant administration procedures, if applicable, and application forms. All grant awards shall be subject to final approval by the Secretary of State.

(2) Applicants for grants shall meet the eligibility and application requirements as set forth in the following guidelines for each grant program:

(a) The State Aid to Libraries Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-03264, effective 4-x-15, which contain guidelines and instructions; Grant Agreement, effective 4-x-15; Certification of Credentials – Single Library Administrative Head, effective 4-x-15.

(b) The Library Construction Grant Guidelines and Application, http://www.flrules.org/Gateway/reference.asp?No=Ref-04174, effective 4-x-15; which contain instructions, grant application (Form DLIS/PLC01), effective 4-x-2015; Payment Request #1 (Form DLIS/PLC02) effective 4-x-15; Payment Request #2 (Form DLIS/PLC03) effective 4-x-15; Payment Request #3 (Form DLIS/PLC04) effective 4-x-15; Payment Request #4 (Form DLIS/PLC05) effective 4-x-15; Closeout Report (Form DLIS/PLC06) effective; Progress Report (Form DLIS/PLC07) effective 4-x-15; and Grant Agreement, http://www.flrules.org/Gateway/reference.asp?No=Ref-04177, effective 4-x-15.

(c) The Library Cooperative Grant Guidelines and Application, http://www.flrules.org/Gateway/reference.asp?No=Ref-04169, effective 4-x-15; which contain instructions and grant application (Form DLIS/LCG01), effective 4-x-15; Mid-Year Report (Form DLIS/LCG02) effective 4-x-15; Annual Report (Form DLIS/LCG03) effective 4-x-15; Annual Statistical Report Form for Multitype Library Cooperatives (Form DLIS/LCG04), effective 4-x-15; Grant Agreement (Form DLIS/LCG05), http://www.flrules.org/Gateway/reference.asp?No=Ref-04170, effective 4-x-15; and the FLIN Manual, effective 7-8-14.

(d) The Library Services and Technology Act Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-04175, effective xx-xx-15; which contain instructions and Grant Agreement, http://www.flrules.org/Gateway/reference.asp?No=Ref-04176, effective 4-x-15.

(e) The Community Libraries in Caring Program Application, http://www.flrules.org/Gateway/reference.asp?No=Ref-01122, effective 4-10-12; which contains instructions and grant application (Form DLIS/CLIC01), effective 11-16-04; Annual Report (Form DLIS/CLIC02), effective 11-16-04; and Grant Agreement (Form DLIS/CLIC03),

http://www.flrules.org/Gateway/reference.asp?No=Ref-01123, effective 4-10-12.

(3) Guidelines and forms in this rule are incorporated by reference and may be obtained from the Director of the Division, Florida Department of State, Division of Library and Information Services, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

(4) The Division of Library and Information Services will waive the financial matching requirements on grants for rural communities that have been designated in accordance with Sections 288.0656 and 288.06561, F.S. Eligible communities applying for Library Services and Technology Act grants and Library Construction grants must request waiver of matching requirements at the time of grant application.

(5) This section supersedes Chapters 1B-3 and 1B-5, F.A.C.

Rulemaking Authority 257.14, 257.191, 257.192, 257.24, 257.41(2) FS. Law Implemented 257.12, 257.15, 257.16, 257.17, 257.171, 257.172, 257.18, 257.191, 257.192, 257.195, 257.21, 257.22, 257.23, 257.24, 257.25, 257.40, 257.41, 257.42 FS. History–New 1-25-93, Amended 7-17-96, 4-1-98, 2-14-99, 4-4-00, 12-18-00, 11-20-01, 3-20-02, 1-9-03, 12-28-03, 11-16-04, 2-21-06, 2-21-07, 1-24-08, 4-1-10, 4-21-10, 4-10-12, 12-25-13, 7-8-14, Amended 4-x-15