



**GRANT AGREEMENT**  
**between**  
**THE WEST ORANGE HEALTHCARE DISTRICT**  
**and**  
**ROTARY CLUB OF WINDERMERE, INC.**

**This Grant Agreement** (“Agreement”) is dated **May 5, 2021** (the “Effective Date”), and is between the **West Orange Healthcare District** (the “District”), an independent special district and political subdivision of the State of Florida, and **Rotary Club of Windermere, Inc.**, a Florida Not-for-Profit Corporation (the “Grantee”).

**WHEREAS**, the District is an independent special district of the State of Florida established by Chapter 2000-450, Laws of Florida (the “Act”) to serve residents of West Orange County through the establishment, purchase, sale, construction, operation and maintenance of hospitals and other healthcare facilities to promote and provide for the health and welfare of the residents of the District.

**WHEREAS**, the Grantee has applied for a grant from the District and has been awarded grant funding of \$1,000,000.00, which will be used for the construction of the Healthy West Orange Pavilion in the Town of Windermere (the “Project”).

**WHEREAS**, the Act provides that the Board of Trustees of the District (the “Board”) has all the powers of a body corporate, including the power to contract and be contracted with, as the Board may deem proper or expedient for the preservation of public health and for the public good and for the use of the public of the District.

**WHEREAS**, the Grantee has represented to the Board that the Project will promote the health and welfare of the residents of the District and West Orange County.

**WHEREAS**, the Board has determined that providing financial support to the Grantee for the Project is consistent with and furthers the District’s purpose and mission under the Act to promote the health and welfare of the residents of the District and West Orange County.

**WHEREAS**, the District and the Grantee now desire to enter into this Agreement to describe the terms and conditions under which the District will provide the grant funding to the Grantee for the Project.

**NOW, THEREFORE**, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Agreement by reference.

## 2. Description of the Project.

- a. The Grantee has been awarded a grant from the District for funding in an amount of One Million Dollars (\$1,000,000.00) (the “Grant Funds”). The Grant Funds will be used to build a Healthy West Orange Pavilion in the Town of Windermere which will include a covered stage furnished with a retractable projection screen and appropriate lighting and sound equipment, men’s and women’s restrooms (a minimum of three stalls in each plus a urinal in the men’s restroom), two family restrooms, and concession stand with an equipped kitchen in downtown Windermere at the corner of Forest and Fifth Avenue where the existing community building stands.

Additionally, the Project will include the demolition of the existing community building, installation of new septic drainfield and tank, repaving and refurbishing of basketball courts if necessary, appropriate landscaping, and potentially redesigning the parking area. Behind the Pavilion will be additional parking and beside and around the Pavilion will be a park with exercise stations. The new Pavilion will be named the “Healthy West Orange Pavilion” and will support the District in meeting the goals of Healthy West Orange by providing a central location for health and wellness programs to be offered to residents of West Orange. The Healthy West Orange logo and/or name will be prominently and permanently placed on the Pavilion and park locations and signage will be included recognizing The West Orange Healthcare District as the benefactor and funder for the Pavilion. Upon Project completion, the entire Project will be dedicated and donated to the Town of Windermere.

A copy of the Grant Application with additional details regarding the Project is attached hereto as **Attachment A**.

- b. The Term of this Agreement begins on the Effective Date and shall continue for three years. Construction of the Project shall begin within 18 months of the Effective Date. The Project shall be completed and donated to the Town of Windermere within three years of the Effective Date.
- c. The Project will be completed in substantial accordance with the Budget included in **Attachment A** and further outlined in section 4, below.

## 3. The District’s Commitment.

- a. **The Grant Funds.** The District agrees to provide grant funding pursuant to the terms of this Agreement for the Project in an amount of \$1,000,000.00. Costs or expenses to complete the Project in excess of the amount of Grant Funds shall be the responsibility of the Grantee. Grant Funds remaining after completion of the Project may be used by Grantee with written approval by the CEO of the District or her designee to improve and expand the outdoor areas in the Town of Windermere with appealing fixtures or landscape for the residents to utilize and promote healthy programming in the Town of Windermere.



- b. **Payment of the Grant Funds.** The Grant Funds shall be paid as follows:
- The first payment of Grant Funds in the amount of \$200,000.00 shall be made by the District to the Grantee within 30 days after the Effective Date to be used for the commencement of and the architectural plans for the Project.
  - The second payment of Grant Funds in the amount of \$400,000.00 shall be made by the District to the Grantee 30 days after the Town Council of the Town of Windermere approves both of the following: (i) the architectural plans for the Project, and (ii) the Owner's Representative selected by the Grantee.
  - The third payment of Grant Funds in the amount of \$400,000.00 shall be made by the District to the Grantee upon the Grantee providing documentation in a form acceptable to the District demonstrating 50% of Project completion.

4. **The Grantee's Commitments.**

- a. **Use of Grant Funds.** The Grantee agrees to use the Grant Funds solely in conformance with the requirements set forth in this Agreement and the Grant Application attached hereto as **Attachment A**. Failure of the Grantee to complete the Project in accordance with the terms of this Agreement or to the satisfaction of the District may be considered a material breach and shall entitle the District to require the Grantee to promptly repay some or all of the Grant Funds.
- b. **COVID-19.** In the event that Grantee is unable to use some or all of the Grant Funds as a result of COVID-19, Grantee shall provide, in writing to the District CEO, a proposal for the revised use of the Grant Funds. The District CEO will respond, in writing, to the Grantee approving in whole or in part, or disapproving the proposal for the revised use of the Grant Funds within 30 calendar days. The writing from the District CEO shall serve as an amendment to this Grant Agreement without further action by the Parties.
- c. **Budget.** The Grant Funds shall be used as follows:

**Estimated budget:**

Buildout (including park, landscaping, preparation for the parking area and the basketball courts): \$700,000.

Architectural plans, permitting, legal, and preparation: \$150,000.

Project Management: \$100,000.

Demolition of old building, land preparation, septic field, parking and park structures: \$50,000

Total estimated Project cost - \$1,000,000.

- d. **Project Objectives.**

<b>Goals</b>	<b>Methods/Benchmarks</b>	<b>Outcomes</b>
Serve as a location to host health and wellness offerings, such as health screenings, chronic disease support groups, fitness and health education classes.	Reports with event description, health purpose and numbers served provided annually.	Health informed residents Screened services provided.
Provide pavilion naming, park and basketball court branding under “Healthy West Orange” and signage as outlined in the agreement.	Physical and photographed tour of the facility and grounds.	Expanded branding and awareness.
Provide an annual “Healthy West Orange” Signature Event managed by the Foundation for a Healthier West Orange.	Annual space usage at no charge for Healthy West Orange to organize and operate a signature event such as 5K, Festival, performance, etc.	Expanded education and participation opportunities for the Healthy West Orange Movement.
To allow the Town and other organizations to host additional outdoor events, such as orchestras and talent shows.	By building a new facility with a covered stage and additional parking, many more events may be hosted and held frequently.	To draw in more participants from surrounding communities with a better-organized and defined stage.

**e. Healthy West Orange.**

- i. Grantee shall provide permanent and prominent Healthy West Orange branding on the Pavilion and surrounding exercise areas constructed from the Grant Funds. Grantee will work with the Town of Windermere to have Healthy West Orange information in future Town of Windermere programming and educational materials, all in a form acceptable to and approved by the District CEO or her designee.
- ii. The District is one of the founding champions of the Healthy West Orange movement with the goal to make West Orange the healthiest community in the nation. Grantee will support the efforts by joining the movement, and following Healthy West Orange on social media, such as Facebook, Twitter and Instagram. Grantee shall display the Healthy West Orange logo on Grantee’s website and provide a link to the movement: <https://healthywestorange.org/>.
- iii. Pending further planning by Healthy West Orange, a kiosk for HUBB may be placed in the Project area by Healthy West Orange. Grantee will provide information to the Town Council of the Town of Windermere about the kiosk,



and the proposed placement area will be included in the conceptual drawings to be approved by the Town Council of the Town of Windermere.

**5. Records and Reporting Requirements.**

- a. At any time during the term of this Agreement, the District may request and will be provided access to Grantee's plans, documents, contracts, financial books and records, reports and any other information relating to the Project and Grant Funds.
- b. The Grantee shall provide three written reports to the District, the first report, at 50% of Project completion, will include a narrative description of the work completed and construction progress, receipts, budgetary versus actuals accounting for funding and how the Grant Funds were used to fund the Budget outlined above, and any other pertinent documentation as requested by the District. The second report shall include a reconciliation of the Project expenses compared to the Project Budget. The third report shall include a final narrative description of the work completed with Certificate of Occupancy and programming planned to date.
- c. For three years after Project completion, the Grantee will provide to the District, on or before August 15 of each year, annual written reports with a narrative description of the health and wellness programming provided the prior year on the grounds of Pavilion. These reports shall include an outline of services provided and/or made available, the number of attendees, outcomes, and other information outlining and evidencing the Project Objectives described above.

**6. Notices.**

- a. For a notice or other communication under this Agreement to be valid, it must be in writing, and signed by the sending party, and sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; or (3) nationally recognized overnight carrier, with all fees prepaid. Delivery via facsimile or e-mail is also permitted provided it is followed by delivery via one of the methods (1)-(3) above and any such delivery via facsimile or e-mail shall not be deemed to have been received pursuant to subsection 6.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to subsection 6.c.
- b. For a notice or other communication under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party or to any other addresses designated by the receiving party in a notice in accordance with this section 6.

**For the West Orange Healthcare District:**

West Orange Healthcare District  
Attention: Tracy Swanson, CEO  
PO Box 770790

Winter Garden, Florida 34777  
Phone: 407-716-7457  
tswanson@wohd1949.org

**For the Rotary Club of Windermere, Inc.:**

Attention: George Poelker  
405 W 3rd Avenue  
Windermere, Florida 34786-8052  
Phone: 407-230-8052  
gpoelker@gmail.com

- c. A valid notice or other communication under this Agreement is effective when received by the receiving party.
7. **Assignment.** Neither party may assign this Agreement.
  8. **Press Releases.** Neither Party shall issue a press release with respect to this Agreement without the prior review and written consent of the other party. Any press release issued shall be mutually agreed to by both parties.
  9. **Amendments, Waiver.** With the exception of the provisions in subsection 4.b., above, no change or modification to this Agreement shall be valid unless the same is in writing and signed by all parties hereto. No amendment shall be binding on the District or the Grantee unless (i) it is in writing, and (ii) it is formally approved by the District's Board of Trustees.
  10. **Indemnification; Limitation of Remedies and Liability.**
    - a. The Grantee shall defend, indemnify, and hold harmless the District, its officers, directors, trustees, agents and employees from and against all claims, damages, losses, liens, and expenses, (including but not limited to reasonable fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the extent arising out of or resulting from (i) breach of the terms of this Agreement by the Grantee, (ii) violations of applicable law by the Grantee relating to the project and/or Chapter 119, Florida Statutes, and related laws, or (iii) disease or death of third parties (including District employees and agents and those of the Grantee) relating to the project. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.
    - b. Grantee waives all claims against the District for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. The District is not liable to the Grantee for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.



- c. The Grantee acknowledges that the District does not waive the limitation of tort liability as provided in Section 768.28 of the Florida Statutes, as applicable and amended from time to time, and nothing in this Agreement shall act as a waiver of the District's entitlement to sovereign immunity as to tort claims as a matter of statutory and common law.
  - d. The District acknowledges that the Grantee does not waive the limitation of tort liability as provided in Section 768.28 of the Florida Statutes, as applicable and amended from time to time, and nothing in this Agreement shall act as a waiver of the Grantee's entitlement to sovereign immunity as to tort claims as a matter of statutory and common law.
11. **Entire Agreement.** This Agreement sets forth all of the promises, agreements, conditions, understanding, warranties or representations among the parties with respect to the matters set forth herein, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them with respect to such matters except as set forth herein.
12. **Applicable Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Ninth Judicial Circuit, in Orange County, Florida.
13. **Public Records.**
- a. To the extent the Grantee is acting on behalf of the District as provided under Subsection 119.011(2) of the Florida Statutes, the Grantee shall:
    - i. Keep and maintain public records required by the District to perform the services under this Agreement.
    - ii. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
    - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.
    - iv. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of the Grantee or keep and maintain public records required by the District to perform the service. If the Grantee transfers all public records to the District upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

b. If the Grantee fails to provide the public records to the District within a reasonable time the Grantee may be subject to penalties under Section 119.10 of the Florida Statutes.

c. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407) 716-7457, [admin@wohd1949.org](mailto:admin@wohd1949.org), PO Box 770790, Winter Garden, FL 34777.**

14. **Compliance with Federal, State and Local Laws.** In the performance of this Agreement, the parties shall comply with all federal, state and local laws, rules and regulations, which may be applicable to this Agreement.

15. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

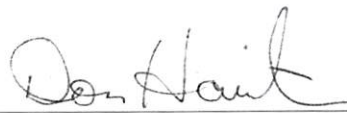
The parties are signing this Agreement as of the Effective Date.

**West Orange Healthcare District:**

**Rotary Club of Windermere, Inc.:**



Rod Talbot  
Board Chair



Donald Hairston  
President, Rotary Club of Windermere, Inc.





**ATTACHMENT A**

<b>NAME OF ORGANIZATION:</b>	Rotary Club of Windermere, Inc.
<b>PROJECT/PROGRAM NAME:</b>	Healthy West Orange Pavilion in the Town of Windermere
<b>AMOUNT REQUESTED:</b>	\$1,000,000

**Grant Description:** Narrative including length of the grant program. Is this program/project underway elsewhere or in another format? Is it based on evidence-based research?

The grant will be used to build the Healthy West Orange Pavilion in the Town of Windermere, including a covered stage with a retractable projection screen and appropriate lighting and sound equipment, restrooms, and concession stand with an equipped kitchen in downtown Windermere at the corner of Forest and Fifth Avenue where the existing community building stands. The Project will also include demolition of the existing community building, installation of new septic drainfield and tank, repaving and refurbishing of basketball courts if necessary, appropriate landscaping, and potentially redesigning the parking area, and a park with exercise stations. The Healthy West Orange logo and/or name will be prominently and permanently placed on all exterior building/park locations and signage will be included recognizing The West Orange Healthcare District as its benefactor and funder for the pavilion.

**Impact:** Brief summary of impact including: target audience, number of individuals served and total program cost per individual/family. **(Max 100 Words)**

The pavilion will allow for updated outdoor facilities for resident's use that can house health and wellness programming such as health screenings, chronic disease support groups, fitness and health education classes, as well as other community events, like orchestras and talent shows. It will also expand the branding and awareness of the Healthy West Orange movement and provide space for an annual Healthy West Orange signature event.

**Measurable Outcomes:** Summary of anticipated outcomes, e.g. health outcomes, audience reach, program usage, and/or pre/post-survey data. **(Max 150 Words)**

The largest outcome will be increased use of the outdoor space, the added health/recreational assets (ie park and potential HUBB kiosk), increased health and wellness program opportunities. These will be reported by the grantee.

**Budget:** Total Funding: District Funding Request, Other Committed Funds, Unidentified Funding Needs = Total Program Budget. High level expense breakdown.

District Funding Request	\$1,000,000
Other Committed Funds	\$0
Unidentified Funding Needs	\$0
<b>Total Funding</b>	<b>\$1,000,000</b>
Buildout	\$700,000
Architectural Plans, permits, etc	\$150,000
Project Management	\$100,000
Demolition, land prep, etc	\$50,000
Supplies (Program, Office, etc.)	\$0
Marketing	\$0
<b>Total Program Budget</b>	<b>\$1,000,000</b>

**Sustainability:** How will the program be funded after the grant period? **(Max 75 Words)**



**ATTACHMENT A**

The Town of Windermere will be gifted the Pavilion and will maintain it into the future.

**Partnerships:** Are there other partners involved and how? i.e. volunteers, in-kind, and funders. **(Max 100 Words)**

Rotary Club of Windermere, Inc will be partnering heavily with the Town of Windermere, both on project management, and in the approval process for all architectural plans and compliance.





3D VIEW - OPTION 2

WINDERMERE PAVILION | WINDERMERE, FL  
12.20.19



# Application: W-0000000015

Norma Sutton - normasutton@outlook.com  
Initiative Grant

## Summary

**ID:** W-0000000015  
**Last submitted:** Mar 24 2021 05:48 PM (EDT)  
**Labels:** Service delivery

## Qualifying Questionnaire

Completed - Mar 8 2021

## Qualifying Questionnaire

Please complete all required fields.

- |  |     |
|--|-----|
| 1. Is this a non-profit agency?  | Yes |
| 2. Is your agency/office located within the boundaries of the West Orange Healthcare District?   | Yes |
| 3. Is your agency a hospital, healthcare facility, healthcare provider or provider of any health related services to residents of the West Orange Healthcare District? | No  |
| 4. Is your agency owned by or affiliated with Orlando Health?  | No  |
| 5. Does your agency provide health services for the indigent, uninsured, underserved population in the West Orange Healthcare District?                                | No  |
| 6. Are you the Executive Director of your organization?  | No  |

1 / 13



**Amount Requested:**

1,000,000.00

**What is the application for?**

Service delivery

**Full Name:**

First, Last.

Norma Sutton

**Please tell us more about yourself:**

Retired from GlaxoSmithKline as Managing Director of Clinical Laboratories & Clinical Trials in Europe, Owner & Vice President of World Trade Center Orlando (a 501c3 member of the WTC Association in New York, a service organization assisting companies in international trade), resident of Windermere and Rotarian in Rotary Club of Windermere for over 33 years. Current Board Member and Youth Services Chair. Past President x 2 and have held numerous other positions. Assisted in setting up the 501c3 in 2012. Service Above Self and the 4 Way Test are mantras for Rotary. We have raised over \$2 million over the past 20 years to support children, Veteran's, homeless and others in need. We built the back porch on the Town Hall in 2010 as a gift for the community, which has been well appreciated and used. We assisted in developing the Windermere Library, the Little League Baseball fields, the Butler Bay Park acquisition and other local projects.

**Attachments**

**Incomplete** - Hidden from applicant

**Logo**

**Incomplete** - Hidden from applicant

**Admin only: Upload imported application form**

**Incomplete** - Hidden from applicant

## 501 (c)(3) Verification

**Completed** - Mar 8 2021

Please enter your EIN without any dashes or spaces.

**Company:** Rotary Club of Windermere Inc.

**Country:** United States

**Ein:** 383920890

**State:** FL

## Upload Tax Document

**Completed** - Mar 10 2021

Once you have uploaded your file, a preview will appear. Once you have previewed your file, please click "back" in the top right corner of your screen to return to your submission. Your file will reflect as attached.

### [RCOW INC TAX 2020](#)

**Filename:** RCOW\_INC\_TAX\_2020.pdf **Size:** 8.1 MB

## Organization Profile Form

**Completed** - Mar 24 2021

## Application Form

Please complete all fields before submitting your application.

## Terms

### **Terms and Conditions**

Upon notice of award, the Grantee must enter into a Grant Agreement with the West Orange Healthcare District; said agreement will stipulate all terms and conditions of the grant and must be adhered to for the duration of the funding period. Failure to comply will result in loss of eligibility for future funding.

### **Responses Selected:**

Yes, I agree with the above terms

## Org Profile



**Agency Contact**

First Name	Norma
Last Name	Sutton
Email	<a href="mailto:normasutton@outlook.com">normasutton@outlook.com</a>
Address	505 W 2nd Avenue
City	Windermere
State	Florida
Postal Code	34786
Phone Number	4077666598

**Organization Information**

Legal Name	Rotary Club of Windermere, Inc.
Website Address	<a href="http://www.windermerrerotary.org">www.windermerrerotary.org</a>
Executive Director/President	Frank Krens
Organization Type	501 (c)
Region	Within the West Orange Healthcare District

**Please specify your organization's address:**

P.O. Box 687 Windermere, Florida 34746

**Org Overview**

**Organizational Overview**

In what year was the organization founded? (MM/DD/YYYY)	1969 & 2012 for 501c3
How is the organization classified by the Internal Revenue Service for income tax purposes (501 (c)3)?	501c3
Please list the location(s)and zipcodes where the organization provides services.	34786
What is the organization's fiscal year?	July 1

**Please complete the following if applicable an enter N/A if not.**

**Staffing Information**

How many full-time staff does the organization employ?	0
How many part-time staff does the organization employ?	0
How many volunteers does the organization have?	40
Will the project require additional staffing?	Yes

**Organization's Mission Statement**

MissionStatement - Serving Others to Improve our Community and Our World

**Organization's Vision**

Vision Statement - Each of us has received gifts from others, each of us should share our gifts with others.

Service Above Self

**Project Description****Name of Project**

Windermere Pavilion

**Project Description**

Stage pavilion in downtown Windermere that consists of a covered stage, rest rooms, concession stand with kitchen. In addition, a pocket park type facility around and beside the pavilion with exercise stations and benches. Project requires demolishing existing community building, installing new septic tank, repaving basketball courts and preparing parking area.

**Grant Funding Requested**

\$1,000,000.00



**Provide a complete description of the project, including target demographic, population served, need, reach, community impact and sustainability.**

Windermere town committees have organized town events which include Easter parade, July 4th pancake breakfast, fall festivals, Light Up Windermere, Christmas party and monthly food truck nights. These events now attract over 3000 residents and near by citizens. We need a place to host these events outside, a covered stage for bands and orchestras for inclement weather, permanent rest room facilities (now renting portables), new septic tanks because Windermere does not have access to a public sewage system, and organized park and parking areas. This encourages the use of the downtown outdoor area, known nationally for it tree canopy, and walking and exercising more.

**How many neighborhoods and zip codes will the project serve?**

5

**Please specify:**

Neighborhood	Keene Point
Zip Code	34786

**Please specify:**

Neighborhood	Gotha
Zip Code	34734

**Please specify:**

Neighborhood	Ocoee
Zip Code	34761

**Please specify:**

Neighborhood	Windermere
Zip Code	34786

**Please specify:**

Neighborhood	Dr, Phillips
Zip Code	32819 & 32836

**Describe the target population for services.**

34786 28,000  
34734 1,911  
34761 46,000  
32819 & 32836 10,488

**Provide a brief description of existing and/or proposed collaborations that will support project services, if applicable.**

The Rotary Club of Windermere and its Rotary Club 501c3 began planning to build the Windermere Pavilion in 2019 in celebration of its 50th year of service to the community. Previously, for its 40th year anniversary, we built the covered back porch on the Town Hall in order to expand the capacity and use of the hall for its residents. It has been a tremendous success and the Town and the people have benefited. Over the past 5-6 years, the committees of the Town have begun numerous programs and events to encourage activity in the downtown area. While there are only a few businesses, the Town canopy and atmosphere lends itself to enjoying the outdoors. The basketball courts have been well utilized over many years and the youth are very active. Due to the many rain showers, many of the events have suffered as the bands or performers have to leave to avoid the rain. The Rotary Club came up with the idea to build a covered pavilion once the new town and police new buildings are complete and the temporary offices removed. The old community building on that property needs to be demolished as it is unsafe, unsanitary and outdated. The rest rooms (only 1 men's and 1 women's) were refurbished 10 years ago when we build the porch but are inadequate as is the septic system. Rotary solicited an architectural firm to donate concept drawings. We formed a committee including representatives from the Town (engineer, architect, public works) and prepared a recommendation. We presented to the Town Council and have been given permission to proceed with the plan. The Town has agreed to the use of the land and the responsibility of maintenance of the building once completed. The plans includes finalizing the conceptual plans, developing the cost analysis, hiring an independent Project Manager, and contracting with a construction company. The Town administration and Town Council will be involved in the process and approve the action steps as required (permitting, final plans approval, etc). A separate banking account of the Rotary 501c3 will be set up with three signatories (two required to sign a check) and the Rotary treasurer will manage the finance accounting. The independent Project Manager to be hired will be an experience construction professional who will review and approve all documents, contracts, invoices, etc. before proceeding.



**Provide a project/program budget, including expenses, in-kind donations and revenues. If there is already a committed funding, or the funding request is not for the full project/program, please provide in detail, in the budget lines, what the grant funding it will specifically cover.**

While the conceptual plans have been reviewed and approved, the cost estimates are not completed. It is estimated at this time that the building itself will be between \$600,000 and \$700,000. Architectural plans, permitting, legal, and preparation is estimated at \$150,000. The Project Manager salary is estimated at \$100,000. Old building demolition, land preparation, septic field, parking and park structures are estimated at \$50,000 for a total project estimate of \$900,000 to \$1,000,000. Should the project be less than \$1,000,000, the Rotary Club will commit to use the monies to improve and expand the outdoor areas around Windermere proper with appealing fixtures or landscape for the residents to utilize. Should the project run over \$1,000,000, the organization that sponsors the Taste of Windermere event has agreed to donate monies if necessary up to \$100,000.

**Describe the project's outcome measures, including number of individuals were impacted.**

The monthly food truck night events typically draw about 3000 participants. By building a new facility with a covered stage and additional parking, these events may host more and may be held more often. The other events previously mentioned draw participants from surrounding communities and will be better organized with a defined stage. This will allow the Town and other organizations to host additional outdoor events, such as orchestras, talent shows, presentations an recognitions, etc. The rest rooms are desperately needed and the concession stand will be an added benefit for the residents who do not want to bring their picnics and for the Rotary Club, who will operate and manage this stand as a means to raise monies for it service projects.

## **Organizational Contact**

Completed - Mar 24 2021

## **Organizational Contact**

Please enter the information of your designated agency contact.

## Contact Information

Name	Norma Sutton
E-mail	<a href="mailto:normasutton@outlook.com">normasutton@outlook.com</a>
Phone number	407-766-6598
Address	505 W 2nd Avenue Windemere, Florida 34786

## Program Description Form

Completed - Mar 24 2021

## Program Profile Form

Please describe the intended program.

Covered stage pavilion with men's and women's restrooms ( three stalls in each plus urinals in men's) plus two family restrooms) and concession stand with equipped kitchen (refrigeration, grill, drink dispensers, etc) located at the corner of Forest and Fifth Avenue in Windermere where existing old community building stands. This building will be demolished and the pavilion build here. Behind will be additional parking and beside and around will be the pocket park and or fixtures, seating, etc. for resident exercising. Basketball courts may be redesigned and refurbished. Health West Orange will be recognized and signed around the area. While the drawings show Windermere Pavilion signage, this will not be labeled as such.

## Upload Letter of Intent

Completed - Mar 24 2021

Once you have uploaded your file, a preview will appear. Once you have previewed your file, please click "back" in the top right corner of your screen to return to your submission.

### [Letter of Intent WHOD](#)

Filename: Letter\_of\_Intent\_WHOD.pdf Size: 83.3 kB

## Executive Director's Signature

Completed - Mar 24 2021

## Executive Director's Signature

Please be advised that the signature of the organization executive director is required.

Sign here.

A handwritten signature in black ink, appearing to be "RCOW INC", written over a horizontal line.

## Upload Board of Directors

**Completed** - Mar 24 2021

Please upload a list of Board of Directors, including information, including occupation, gender, and ethnicity.

Once you have uploaded your file, a preview will appear. Once you have previewed your file, please click "back" in the top right corner of your screen to return to your submission.

### [RCOW INC BOARD 2021-2022](#)

**Filename:** RCOW\_INC\_BOARD\_2021-2022.pdf **Size:** 61.3 kB

## Annual Operating Budget

**Completed** - Mar 24 2021

Please upload an annual operating budget for the current fiscal year.

Once you have uploaded your file, a preview will appear. Once you have previewed your file, please click "back" in the top right corner of your screen to return to your submission.

### [Financials Rotary Club of Windermere Service Fund](#)

**Filename:** Financials\_Rotary\_Club\_of\_Windermere\_50IAjCW.pdf **Size:** 628.7 kB

## Upload List of Regions

**Completed** - Mar 24 2021

Please upload a list of regions that will be served by your project, including neighborhood and zip code.

Once you have uploaded your file, a preview will appear. Once you have previewed your file, please click "back" in the top right corner of your screen to return to your submission.

### [Population of Neighborhoods in and around Windermere](#)



Filename: Population\_of\_Neighborhoods\_in\_and\_c4nZckd.docx Size: 16.3 kB

## Acknowledgement Form

Completed - Mar 24 2021

## Acknowledgement Form

I acknowledge that the information provided is true and accurate to the best of my knowledge.

### Responses Selected:

I agree.

DIVISION OF CONSUMER SERVICES  
(850) 410-3800



THE RHODES BUILDING  
2005 APALACHEE PARKWAY  
TALLAHASSEE, FLORIDA 32399-6500

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
COMMISSIONER NICOLE "NIKKI" FRIED

---

February 26, 2021

Refer To: CH43372

ROTARY CLUB OF WINDERMERE INC  
11323 WINSTON WILLOW CT  
WINDERMERE, FL 34786-6011

RE: ROTARY CLUB OF WINDERMERE INC  
REGISTRATION#: CH43372  
EXPIRATION DATE: March 20, 2022

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Tianna Baity  
Regulatory Consultant  
850-410-3770  
Fax: 850-410-3804  
E-mail: tianna.baity@fdacs.gov



Florida Department of Agriculture & Consumer Services  
Division of Consumer Services

**RENEWAL REGISTRATION STATEMENT  
FOR CHARITABLE ORGANIZATIONS AND  
SPONSORS**

**SOLICITATION OF CONTRIBUTIONS ACT**  
Chapter 496, Florida Statutes  
Rule 5J-7.004, Florida Administrative Code

NICOLE "NIKKI" FRIED  
COMMISSIONER

DTN: 3431367 License #: CH43372

For online payments, visit [www.FDACS.gov](http://www.FDACS.gov)  
Make check payable to FDACS and remit application to:

FDACS  
PO BOX 6700  
TALLAHASSEE FL 32399

1-800-HELP-FLA (435-7352)  
1-850-410-3800  
Fax: 1-850-410-3804

Note: All documents and attachments submitted with this application are subject to public review pursuant to Chapter 119, F.S.

ROTARY CLUB OF WINDERMERE INC

Registration Number: CH43372 Expiration Date: March 20, 2021 FEID Number: 38-3920890

In order for this applicant to continue to legally solicit in the state, registration must be renewed prior to the expiration date. Please return the forms with the appropriate registration fee and a copy of the Department's statement of revenue/support and expenses, the Internal Revenue Service Form 990 with all attached schedules, or the Internal Revenue Service Form 990-EZ and schedule 0, for the immediately preceding fiscal year, to the above address.

**REGISTRATION FEES:**

For contributions received the preceding fiscal year:	Fee
a. Less than \$5,000, with or without paid officers	\$ 10
b. \$25,000 or less, <b>no</b> compensated employees, no part of the assets or income inures to the benefit of any officer or member, or no professional solicitors/consultants	10
c. \$5,000 or more, but less than \$100,000	75
d. \$100,000 or more, but less than \$200,000	125
e. \$200,000 or more, but less than \$500,000	200
f. \$500,000 or more, but less than \$1,000,000	300
g. \$1,000,000 or more, but less than \$10,000,000	350
h. \$10,000,000 or more	400

*Note: A parent organization filing on behalf of one or more chapters, branches, or affiliates shall total all contributions received by them to determine registration fees.*

**LATE FEES:** A charitable organization or sponsor which fails to renew their registration by the annual due date should submit a late fee of \$25 for each month or part of a month after the expiration date.

1. Enclosed:  
Registration fee of \$ 25.00  
and late fee of \$ \_\_\_\_\_  
(Include \$25 per month late fee, if applicable)

Solicitation of Contributions DTN: 3431367  
Org Code: 42100625000  
Object Code: 001133





2. Principal Street Address:

Name: ROTARY CLUB OF WINDERMERE INC

Street Address: 11323 WINSTON WILLOW CT

City, State and Zip: WINDERMERE, FL 34786-6011

Phone: 847-917-7990

E-mail phil@medicalmurray.com

Web site:

Fax:

3. Mailing Address (if different):

Name:

Street Address: 11323 WINSTON WILLOW CT

City, State and Zip: WINDERMERE, FL 34786-6011

Phone:

4. Fictitious (DBA) Name:

5. Other name(s) soliciting as:

6. What is the purpose for which the organization is organized?

TO SOLICIT TAX DEDUCTIBLE DONATIONS TO ACHEIVE OUR MISSION.

What is the purpose for which the contributions will be used?

WINDERMER CLUB OF WINDERMERE IS ORGANIZED TO PROVIDE COMMUNITY SUPPORT AND SCHOLORSHIPS.

7. List or description of major program activities:

YOUTH SCHOLARSHIPS, EDGEWOOD RANCH SUPPORT OF YOUTH, VETERAN'S PROJECTS FOR HOUSING.

8. IRS Tax exempt: 501(C)(3)

If changed, enclose copy of IRS notice.

9. If applicant does not maintain an office in Florida, person with custody of financial records:

Name: LEOPOLD, PHILLIP

Street Address: 11323 WINSTON WILLOW CT

City, State, and Zip: WINDERMERE, FL 34786-6011

Contact Phone: 847-917-7990

Name:

Street Address:

City, State, and Zip:

Contact Phone:

10. Individuals or officers who have final responsibility for the custody of the contributions and who will be responsible for the final distribution of the contributions:

Name: LEOPOLD, PHILLIP

Street Address: 11323 WINSTON WILLOW CT

City, State, and Zip: WINDERMERE, FL 34786-6011

Contact Phone: 847-917-7990

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, and Zip: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, and Zip: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

11. Individual or officer who is in charge of solicitation activities:

Name: KAREN HAIRSTON  
Street Address: 1353 GLENHEATHER  
City, State, and Zip: WINDERMERE FL 34786 Contact Phone: 4072580443

12. Is this charitable organization or sponsor authorized by another state to solicit contributions?

YES  NO

13. Has the charitable organization or sponsor or any of its officers, directors, trustees, or principal executive personnel been enjoined in any jurisdiction from soliciting contributions or been found to have engaged in unlawful practices in the solicitation of contributions or administration of charitable assets?

YES  NO

14. Has the charitable organization or sponsor had its registration or authority denied, suspended, or revoked by any governmental agency?

YES  NO If yes, the reasons for the denial, suspension, or revocation were:

15. Has the charitable organization or sponsor voluntarily entered into an assurance of voluntary compliance (AVC) or agreement similar to that set forth in s.496.420, Florida Statutes?

YES  NO If yes, enclose a copy of the agreement.

16. Has the charitable organization or sponsor or any of its officers, directors, trustees, or employees, regardless of adjudication, been convicted of, found guilty of, pled guilty or nolo contendere to, or been incarcerated within the last 10 years as a result of having previously been convicted of, or found guilty of, or pled guilty or nolo contendere to, any felony, or crime involving fraud, theft, larceny, embezzlement, fraudulent conversion, misappropriation of property, or any crime arising from the conduct of a solicitation for a charitable organization or sponsor within the last 10 years?

YES  NO

If yes, provide the following information for each individual: (Attach a separate sheet if necessary).

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Nature of offense: \_\_\_\_\_  
Court having jurisdiction: \_\_\_\_\_  
Disposition of offense: \_\_\_\_\_ Date: \_\_\_\_\_

17. Has the charitable organization or sponsor or any of its officers, directors, trustees, or employees been enjoined from violating any law relating to a charitable solicitation?

YES  NO

Name: \_\_\_\_\_  
Date of Injunction: \_\_\_\_\_  
Court issuing the injunction: \_\_\_\_\_

18. Does the charitable organization or sponsor employ a Professional Solicitor?

YES  NO If yes, complete Attachment A-1, and provide a copy of current contract.

19. Does the charitable or sponsor organization employ a Professional Fundraising Consultant?

YES  NO If yes, complete Attachment A-2, and provide a copy of current contract.

20. Does the charitable organization or sponsor utilize a commercial co-venturer? [s. 496.405(2)(e), F.S.]

YES  NO If yes, attach a copy of the current contract, and provide the following information for each. (attach additional sheets as necessary using the same format)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number:  
(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Date of Contract:

Beginning Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ End Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year Month Day Year

NOTE: Any change to the responses provided to Questions 19 - 24 must be reported to the department within 10 days after the change occurs. (s. 496.405(1)(b), F.S.) The Solicitation of Contributions Material Change Form, FDACS-10118, Rev. 01/15, as incorporated in Rule 5J-7.004(5), F.S., This form can be found online at [www.800helpfla.com](http://www.800helpfla.com).

21. Are you filing as a parent organization?

YES  NO If yes, complete Attachment C.

22. If sponsor, answer the following:

"Sponsor" means a group or person who is or holds herself or himself out to be soliciting contributions by the use of a name that implies that the group or person is in any way affiliated with or organized for the benefit of emergency service employees or law enforcement officers and the group or person is not a charitable organization. The term includes a chapter, branch, or affiliate that has its principal place of business outside the state if such chapter, branch, or affiliate solicits or holds itself out to be soliciting contributions in this state.

a. Does the membership consist of members who are individuals of whom at least 10% or 100 members, whichever is less, are actively employed as law enforcement officers or emergency service employees by an agency of the United States, this state, a municipality, or a political subdivision of this state. and who personally sign written membership agreements with the organization and pay an annual membership of not less than \$10 a member?

YES  NO

- b. Total number of sponsor's members: 0
- c. Total number of members actively employed as law enforcement or emergency service employees: 0
- d. Percentage of total net contributions which are dispersed in the state on behalf of its members in the furtherance of its stated purposes or programs (defined as the total amount of all contributions raised minus the total cost of expenses incurred in raising contributions solicited): 100 %



CONTACT PERSON

23. Person Responsible for completing renewal application.

Name: PHILLIP LEOPOLD Telephone Number 847 917 7990 Email PMLEOPOLD@YAHOO.COM

CERTIFICATION

I, PHILLIP LEOPOLD, am the TREASURER  
Name Title

of ROTARY CLUB OF WINDERMERE, INC  
Name of Organization or Company

And further state as follows: (Please check all that apply)

- I have read the registration application and know the contents thereof; and
- The registration application is made for the purpose of complying with the provisions of Chapter 496, Florida Statutes, Solicitation of Contributions Act;

I certify that I am authorized to complete this registration application and that the information provided is true and accurate.

Phillip M Leopold  
Signature

PHILLIP LEOPOLD  
Printed Name

2/8/2021  
Date

(847) 917-7990  
Telephone Number

PMLEOPOLD@YAHOO.COM  
Email Address

FINANCIAL STATEMENT

24. Indicate the type of financial statement you are filing for the immediately preceding fiscal year: [s. 496.405(2)(a), FS]

- Budget (newly formed organizations only)
- Department's financial statement form.
- 990 and all attached schedules
- 990 - EZ and Schedule O
- 180 Day Extension requested for your financial report only. (Failure to file a financial statement within the 180 days will result in automatic suspension of your registration.) [s. 496.405(1)(d)2, FS]

25. Charitable organizations or sponsors that receive at least \$500,000 in annual contributions must have their financial statement reviewed or audited by an independent certified public accountant. If annual contributions are more than \$1 million, then the financial statement must be audited by an independent certified public accountant. [s. 496.407(1)(d), F.S.]

Attached is a copy of signed CPA review or audit  Yes  No

26. Month/Day fiscal year ends: [s. 496.405(2)(g)3, F.S.] 06/30  
Month / Day

27.  I have attached the conflict of interest annual certification to this registration application. [s. 496.4055, F.S.]

CH 43372

DTN 3451347  
~~3314621~~

**CONFLICT OF INTEREST CERTIFICATION**

This will certify that ROTARY CLUB OF WINDEE TERE IN has adopted

NAME OF ORGANIZATION

a policy regarding conflict of interest transactions. The policy has been read and is understood by all of the directors, officers and trustees of the organization. (s.496.405, F.S.)

<u>NAME</u>	<u>SIGNATURE</u>
1. <u>PHILIP LEOPOLD</u>	<u>Philip M Leopold</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____

(continue on additional pages if necessary)

**SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENT**

Parent Organization Name \_\_\_\_\_ CH # \_\_\_\_\_

This form is required and may be reproduced to accommodate all affiliate locations. Additional pages may be attached if additional space is needed using the same format

**1. Name:**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
 ( \_\_\_\_\_ ) \_\_\_\_\_

Total contributions received in the name of Chapter, Branch or Affiliate \$ \_\_\_\_\_  
 Total Administrative costs accessed by Parent to Chapter, Branch or Affiliate \$ \_\_\_\_\_  
 Total payments to Chapter, Branch or Affiliate \$ \_\_\_\_\_

**2. Name:**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
 ( \_\_\_\_\_ ) \_\_\_\_\_

Total contributions received in the name of Chapter, Branch or Affiliate \$ \_\_\_\_\_  
 Total Administrative costs accessed by Parent to Chapter, Branch or Affiliate \$ \_\_\_\_\_  
 Total payments to Chapter, Branch or Affiliate \$ \_\_\_\_\_

**3. Name:**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
 ( \_\_\_\_\_ ) \_\_\_\_\_

Total contributions received in the name of Chapter, Branch or Affiliate \$ \_\_\_\_\_  
 Total Administrative costs accessed by Parent to Chapter, Branch or Affiliate \$ \_\_\_\_\_  
 Total payments to Chapter, Branch or Affiliate \$ \_\_\_\_\_

**ATTACHMENT A-1  
List of Professional Solicitors**

Please list professional solicitor(s) soliciting on your behalf in Florida:

- 1. Name: NONE  
 Street Address: \_\_\_\_\_  
 City, State, and Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Registration Number: \_\_\_\_\_ Contract Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_
- 2. Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, and Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Registration Number: \_\_\_\_\_ Contract Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

**ATTACHMENT A-2  
List of Professional Fundraising Consultants**

Please list professional consultant(s) acting on your behalf in Florida:

- 1. Name: NONE  
 Street Address: \_\_\_\_\_  
 City, State, and Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Registration Number: \_\_\_\_\_ Contract Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_
- 2. Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, and Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Registration Number: \_\_\_\_\_ Contract Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_



ATTACHMENT B  
Officers, Directors, Trustees, and Principal Executive Personnel

Please list officers, directors, trustees, and principal executive personnel:

Exemptions from public records apply to certain personal information about current or former law enforcement officers, judges, prosecutors, public defenders, firefighters, code enforcement officers and guardians ad litem and their families. For a complete list of exemptions, see Section 119.071(4), F.S. If you qualify for one of these exemptions, please do not list your home address and phone number below.

1. Last Name, First Name: LEOPOLD, PHILLIP Title: Treasurer  
 Street Address: 11323 WINSTON WILLOW CT Phone Number: 847-917-7990  
 City, State, and Zip: WINDERMERE, FL 34786-6011 Compensated (Y/N): N  
 Criminal History:  Yes  No  
 Exempt from public records [s. 119.071(4), F.S.]  Yes  No
  
2. Last Name, First Name: TROVILLION, DOUGLAS P Title: President  
 Street Address: \_\_\_\_\_ Phone Number: 371-229-2586  
 City, State, and Zip: DECEASED NOV 2020 Compensated (Y/N): N  
 Criminal History:  Yes  No  
 Exempt from public records [s. 119.071(4), F.S.]  Yes  No
  
3. Last Name, First Name: HARRISTON, KAREN Title: PRESIDENT  
 Street Address: 1353 GLENHEATHER DR Phone Number: 9154438318  
 City, State, and Zip: WINDERMERE FL 34786 Compensated (Y/N): NO  
 Criminal History:  Yes  No  
 Exempt from public records [s. 119.071(4), F.S.]  Yes  No
  
4. Last Name, First Name: KREWS, FRANK Title: VICE PRESIDENT  
 Street Address: 707 FOREST ST Phone Number: 407 443 5212  
 City, State, and Zip: WINDERMERE FL 34786 Compensated (Y/N): NO  
 Criminal History:  Yes  No  
 Exempt from public records [s. 119.071(4), F.S.]  Yes  No
  
5. Last Name, First Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 City, State, and Zip: \_\_\_\_\_ Compensated (Y/N): \_\_\_\_\_  
 Criminal History:  Yes  No  
 Exempt from public records [s. 119.071(4), F.S.]  Yes  No

**ATTACHMENT C**  
**Florida Chapters, Branches or Affiliates**

Please list Florida chapters, branches, or affiliates included in this registration:

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip: \_\_\_\_\_ Phone: \_\_\_\_\_
  
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

**DISCLOSURE REQUIREMENTS**

This notice serves as a reminder that the Solicitation of Contributions Act requires registered charities to conspicuously display their registration number and the disclosure statement below on every solicitation, confirmation, receipt, or reminder of a contribution, including websites. s. 496.411, F.S.

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The disclosure statement must include a toll-free number and website for the Division of Consumer Services which can be used to obtain the registration information.

1-800-HELP-FLA (435-7352)  
www.FloridaConsumerHelp.com

If the solicitation occurs on a website, the statement must be conspicuously displayed on any webpage that identifies a mailing address where contributions are to be sent, identifies a telephone number to call to process contributions, or provides for online processing of contributions. If you have any concerns about where the registration number should be placed on your website, please call us at the number below.

**MAILING ADDRESS**

Please note that mail drops, physical addresses of UPS stores or other third party mail recipients are not considered principal addresses for a charity. A physical address of the charitable organization is required. Adherence to this requirement will reduce the number of deficiency letters and expedite the processing of applications.

\*\*\*\*\*

We appreciate your cooperation. If you have any questions or require assistance, please contact us at 800-435-7352 or via email at [charities@FDACS.gov](mailto:charities@FDACS.gov). Failure to comply with these requirements could result in penalties up to \$5,000.

## LETTER OF INTENT

Mr. Donald Hairston, President  
Rotary Club of Windermere, Inc.  
P.O. Box 687  
Windermere, Florida 34786

Ms. Tracy Swanson, CEO  
West Orange Healthcare District  
Healthy West Orange Building  
1200 E. Plant Street  
Suite 200  
Winter Garden, FL 34787

Dear Ms. Swanson

This letter of intent is to provide a written expression of the mutual interest of the following parties:

Grantee: Rotary Club of Windermere, Inc., President: Donald Hairston

Grantor: West Orange Healthcare District, CEO :Tracy Swanson

in which Grantee will obtain a grant from the Grantor, the West Orange Healthcare District. This letter outlines some of the terms and conditions that the future grant agreement between these parties shall contain:

1. Purpose of the Grant: The Rotary Club of Windermere and the Rotary Club of Windermere, Inc., a 501c3 organization, has developed a plan to build a covered stage pavilion for the Town of Windermere. Conceptual plans and drawings of this pavilion have been presented to the Town Council and approval to proceed with the project has been granted. The pavilion will contain a covered stage, restrooms, concession stand, exercise or resting park area, parking and similar amenities and will be located on Town of Windermere property at the corner of Forest and 5<sup>th</sup> Avenue in the Town of Windermere.



2. Amount of Grant: \$1,000,000.
3. Liabilities of Grantee: Grantee takes full responsibility for the project development, construction and financing. Should the grant amount be in excess of the project cost, the remaining funds will be spent by the Rotary Club of Windermere, Inc. for the benefit and health of the residents of Windermere and surrounding neighborhoods. Should the grant amount be inadequate to cover the full costs, the Rotary Club of Windermere, Inc. shall be responsible for securing the monies to cover the costs of the projects and shall be liable for the expenses associated with this project.
4. Liabilities of Grantor: Grantor will not assume any liabilities or obligations of Grantee.
5. Recognition and Signage: In appreciation for the grant, the signage will be included recognizing Healthy West Orange as its benefactor and funder for the pavilion. In addition, an outdoor exercise or resting area will be added with signage reflecting the Healthy West Orange vision and mission.
6. Due Diligence: Grantor will be entitled to review and analyze Grantee's plans, documents, contracts, financial books and records, reports and any other information relating to the project and project funds.
7. Definitive Agreement: The definitive agreement will be structured as a grant from Grantor to Grantee will develop a grant agreement and will include customary covenants, conditions and warranties.

8. **Non-Binding Agreement:** Except for the paragraph entitled “Public Announcements and Confidentiality Agreement”, this Letter of Intent is a non-binding agreement and the provisions contained herein are for informational purposes only and non-binding on all parties. The parties shall not be contractually bound unless and when parties enter into a formal, written grant agreement.
  
9. **Public Announcement and Confidentiality Agreement:** All parties agree not to release any information to the public with regards to this letter and its contents. Both parties agree the terms and conditions of this Letter of Intent is to remain confidential between these parties.
  
10. **Authority to Enter Letter of Intent:** The parties signing this letter affirm they are the authorized representative of their respective companies and have the authority to enter into this Letter of Intent.

Executed by these parties as authorized representatives of their respective organizations:

Rotary Club of Windermere, Inc.  
Don Hairston, President

West Orange Healthcare District  
Tracy Swanson, CEO

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

12:57 PM  
8/15/21  
Account Balan

**ROTARY CLUB OF WINDERMERE**  
**Profit & Loss By Class**  
January 20 through February 10, 2021

	Charitable Contributions		Fundraising		Volunteer		Total Service Fund	
	Jan 20, 2021 - Feb 10, 2021	Jan 1, 2020 - Dec 31, 2020	Jan 20, 2021 - Feb 10, 2021	Jan 1, 2020 - Dec 31, 2020	Jan 20, 2021 - Feb 10, 2021	Jan 1, 2020 - Dec 31, 2020	Jan 20, 2021 - Feb 10, 2021	Jan 1, 2020 - Dec 31, 2020
<b>Income</b>								
4200 - Service Income	0.00	1,900.00	7,100.00	0.00	0.00	0.00	1,900.00	2,100.00
4200 - Admstrn / Talent Bkks	0.00	0.00	2,295.75	0.00	0.00	0.00	0.00	2,295.75
4200 - Other Income	0.00	0.00	4,185.75	0.00	0.00	0.00	1,900.00	4,185.75
<b>Total 4200 - Service Income</b>	0.00	1,900.00	13,581.50	0.00	0.00	0.00	3,800.00	8,581.50
0200 - Other Income	0.00	0.00	4,185.75	0.00	0.00	0.00	1,900.00	4,185.75
<b>Total Income</b>	0.00	1,900.00	17,767.25	0.00	0.00	0.00	5,700.00	12,767.25
<b>Expenses</b>								
0100 - Operations expenditures								
0110 - Other	0.00	0.00	39.86	0.00	0.00	0.00	39.86	39.86
0120 - Bank / credit card fees	0.00	0.00	33.85	0.00	0.00	0.00	33.85	33.85
<b>Total 0100 - Other</b>	0.00	0.00	73.71	0.00	0.00	0.00	73.71	73.71
0200 - Service Expenses								
0210 - Publicity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0220 - Venues	0.00	0.00	1,877.00	0.00	0.00	0.00	1,877.00	1,877.00
0230 - Service Expenses	0.00	0.00	1,877.00	0.00	0.00	0.00	1,877.00	1,877.00
<b>Total 0200 - Service Expenses</b>	0.00	0.00	3,754.00	0.00	0.00	0.00	3,754.00	3,754.00
0300 - Community Service								
0310 - Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0320 - Employment / Club Sponsorship	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0330 - Home / Homeless Sponsorship	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0340 - Homeless Sponsorship	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0350 - Community Service - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 0300 - Community Service</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0400 - Veterans Projects								
0410 - Veterans' Recognition Day	0.00	0.00	0.00	0.00	155.00	0.00	155.00	155.00
0420 - Veterans' Projects - Other	0.00	0.00	0.00	0.00	1,298.15	0.00	1,298.15	1,298.15
<b>Total 0400 - Veterans' Projects</b>	0.00	0.00	0.00	0.00	1,453.15	0.00	1,453.15	1,453.15
0500 - Other								
0510 - Other	0.00	0.00	1,716.86	0.00	0.00	0.00	1,716.86	1,716.86
<b>Total Expenses</b>	0.00	0.00	5,543.57	0.00	1,453.15	0.00	5,543.57	7,250.58
<b>Net Income</b>	0.00	1,900.00	12,223.78	0.00	0.00	0.00	2,156.43	5,516.67
							<b>Cash in Service Fund</b>	<b>4,225.11</b>