



HISTORIC TOWN OF EATONVILLE, FLORIDA

COUNCIL WORKSHOP AGENDA

Tuesday, June 04, 2024, at 6:30 PM

Town Hall - 307 E Kennedy Blvd

AMENDED

Please note that the HTML versions of the agenda and agenda packet may not reflect changes or amendments made to the agenda.

- I. CALL TO ORDER
- II. CITIZEN PARTICIPATION (Three minutes strictly enforced)
- III. COUNCIL DISCUSSION
 - 1. Discuss Finding Of Completed Municipal Impact Fee Study Presentation (**Administration**)
 - 2. Discuss Orange County Library System (OCLS) 2nd Renewal Of Lease Agreement For Eatonville Library. (**Administration**)
 - 3. Discussion of a Community Benefit Agreement-CBA (**Administration**)
 - 4. Discuss Rainbow Hotel & Convention Center Concept. ADDED (Councilman Mack)**
- IV. COMMENTS
 - 4. Staff Comments
- V. ADJOURNMENT

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****PUBLIC NOTICE****

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL WORKSHOP
JUNE 04, 2024, AT 06:30 PM
Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discuss Finding Of Completed Municipal Impact Fee Study Presentation
(Administration)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none">• Impact Fee Proposed Scope.• The 2023 Florida Statutes (including Special Session C)• Initial Data Request
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: The Administration request review of finding of completed Municipal Impact Fee Study.

SUMMARY: As you know, the Town Council commissioned the administration to hire a consultant to conduct a comprehensive Municipal Impact Fee Study to establish a municipal impact fee and recommend viable rates. The goal of this study is to ensure that future development pays its fair share for the capital improvements necessary to support growth.

This presentation will present a detailed overview of the study's findings, Analysis of current and projected service demands, evaluation of existing services structures, and recommendations for potential impact fee rate.

This workshop serves with the intent for Councils to gain a clear understanding of the impact fee study's findings, discuss the consultant's recommendations, and provide input on potential next steps. Following the workshop, the Town Council can consider scheduling a public hearing to receive public comment on any proposed impact fee changes.

RECOMMENDATION: Staff recommend if there are no additional modifications, the Town Council can consider scheduling a public hearing to receive public comment on any proposed impact fee changes.

FISCAL & EFFICIENCY DATA: N/A

Task Description
Development of a Parks Impact Fee
Development of a Law Enforcement Impact Fee
Development of a General Government Buildings Impact Fee
Development of a Transportation Impact Fee
Meetings & Presentations (3 Virtual, 2 In-Person)
Total Professional Fees

Per your request, this memorandum provides a list of data items needed to complete the development of impact fees.

General Information

1. Estimated interest rate the Town is likely to pay if it were to issue a bond today.
2. The Town's definition of capital assets.
3. Upcoming developments (number and type of housing unit (single family, multi family, etc.), non-residential square footage by land use (commercial, industrial, etc.) and timing of these developments.

Parks & Recreation Facilities

1. Inventory of parks and recreation facilities owned by the Town along with parks classification (community, neighborhood, special, etc.), acreage, facilities (softball fields, baseball fields, tennis courts, picnic areas, etc.).

For any trails, please indicate paved vs. not and the length in miles. For any buildings, please provide square footage.

2. Cost information for the construction of recreation facilities made over the past five years.
3. Cost information for any park/open space land purchases or appraisals (for donations or upcoming purchases) made over the last several years.
4. Insurance values or capital asset values of recreation facilities.
5. Estimated site preparation, irrigation/landscaping/utility cost per acre for each park type.
6. Estimated architectural/engineering/inspection costs as a percent of the total facility and equipment cost.
7. Actual capital expansion expenditures (land, facilities, debt service, etc.) over the past five years as well as associated funding sources and levels.
8. Any bond issues for parks and recreational facility capacity expansion projects with outstanding debt service. Please provide the project description and the debt service schedules

showing start and end dates, and amounts per year for principal and interest, interest rate, and the revenue source used to pay off the debt service.

9. The amount of reserve funds and fund balances for capital expansion projects (if any).

10. Any contemplated changes to how parks and recreation facilities to be funded in the future versus the past (e.g., new/different funding sources, etc.).

General Government Buildings

1. An inventory of existing general government buildings. Please provide address, square footage, acreage, leased or owned, and parcel ID number. If any of the buildings is shared with other Departments or otherwise used for services other than general government buildings, please indicate the associated square footage.

2. Insurance values of buildings.

3. Cost information for any general government building related to land and facilities made over the past five years as well as any recent bids/estimates for future facilities.

4. Any appraisals of land value over the past five years for parcels that may be used for general government buildings (as part of future cost estimates, for land acquisition through donations/development agreements, etc.).

5. Actual capital expansion expenditures for general government facilities over the past five years (land, facilities, debt service, etc.) and associated funding sources and levels.

6. For debt service related to general government building capacity addition projects (if any), please provide project description and the debt service schedules showing start and end dates, and amounts per year for principal and interest, interest rate, and the revenue source used to pay off the debt service.

7. Adopted level of service standards, if available.

8. Amount of reserve funds and fund balances for general government building capital expansion projects (if any).

9. Any contemplated changes to how general government building capacity projects are to be funded in the future versus the past (e.g., new/different funding sources, etc.).

Law Enforcement Facilities

1. An inventory of existing police stations/buildings. Please provide building name, address, square

footage, acreage, leased or owned, and parcel ID number. If any of the buildings is shared with other

Departments or otherwise used for services other than law enforcement, please indicate the associated square footage.

2. Inventory of law enforcement vehicles/equipment owned by the Town (not leased) as well as estimated current replacement value. Vehicle value should represent the “fully loaded” price, including all equipment needed for the vehicle to be operational. Remaining equipment items that are not part of the vehicle should have a minimum life of five years.
3. Insurance values of stations/buildings.
4. Cost information for any law enforcement facility, land, and vehicle or equipment purchases made over the past five years as well as any recent bids/estimates for future facilities.
5. Any appraisals of land value over the past five years for parcels that may be used for law enforcement (as part of future cost estimates, for land acquisition through donations/development agreements, etc.).
6. Actual capital expansion expenditures for law enforcement facilities over the past five years (land, facilities, debt service, etc.) and associated funding sources and levels.
7. For debt service for law enforcement facility capacity expansion projects (if any), please provide project description and the debt service schedules showing start and end dates, and amounts per year for principal and interest, interest rate, and the revenue source used to pay off the debt service.
8. Adopted level of service standards, if available.
9. Amount of reserve funds and fund balances for law enforcement facility capital expansion projects (if any).
10. Any contemplated changes to how law enforcement capacity projects are to be funded in the future versus the past (e.g., new/different funding sources, etc.).

Multimodal Transportation System

Cost Component

1. Detailed cost and project information for any new road construction or lane addition projects completed or bid over the past five years, as well as any future estimates by the Town. Please provide a description and location of the project, bid date, design characteristics (curb & gutter vs. open drainage), construction dates, number of lanes added, length, and cost. The cost should be broken down as PE/design, right-of-way (ROW), construction, construction engineering/inspection (CEI), and other costs. For projects that are not fully completed, please indicate the completed phases.
2. An inventory of existing roadways (preferably in an electronic spreadsheet format), including number of lanes existing today and projected in the Long-Range Cost Affordable Plan, type of facility, design. characteristics (curb & gutter vs. open drainage), average daily volume today and

in the Long-Range Cost Affordable Plan, daily capacity today and in the Long-Range Cost Affordable Plan, current and projected level of service, level of service standard, and jurisdiction. Please include the FDOT QLOS classifications and capacity estimates for new construction and land addition projects in the latest long range transportation plan (e.g., “State Signalized Arterial, Class I, Urbanized Area”). Credit Component

3. Historical funding sources and actual project expenditures for transportation capacity expansion projects (lane additions, new roadways, intersection improvements, new traffic signals, new sidewalks, new bicycle lanes, new transit amenities, etc.). Please provide annual expenditures on transportation capacity expansion for the past five years along with associated funding sources. It would also be beneficial to provide actual project expenditures on an annual basis associated with each project.
4. Planned/programmed capacity addition projects for the next 5 years along with associated revenue sources. The initial response we received suggested that the only transportation projects are related to resurfacing and that there are no capacity addition projects planned at this time.
5. For bond issues that were used to fund transportation capacity addition projects with an outstanding debt service, please provide project description and debt service schedules showing start and end dates, amounts per year for principal and interest, interest rate, remaining balance, and the revenue source used to pay off the debt service.
6. Amount of reserve funds/fund balances for transportation capital expansion projects (if any).
7. Any contemplated changes to how transportation projects are to be funded in the future versus the past (e.g., new/different funding sources, etc.)

The 2023 Florida Statutes (including Special Session C)

Title XI

COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163

INTERGOVERNMENTAL PROGRAMS

[View Entire Chapter](#)

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

- (1) This section may be cited as the “Florida Impact Fee Act.”
- (2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.
- (3) For purposes of this section, the term:
 - (a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).
 - (b) “Public facilities” has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.
- (4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:
 - (a) Ensure that the calculation of the impact fee is based on the most recent and localized data.
 - (b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.
 - (c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public facilities or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

- (a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.
- (b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.
- (c) The amount assessed for each purpose and for each type of dwelling.
- (d) The total amount of impact fees charged by type of dwelling.
- (e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63.



TOWN OF EATONVILLE, FLORIDA

MUNICIPAL IMPACT FEE STUDY

INITIAL DATA REQUEST – GENERAL GOVERNMENT

January 22, 2024

- 1) Please provide a list of the departments that the Town would like to include within the general government impact fee. This may require some additional discussion before proceeding on this item.
 Town Hall, EPD, Recreation, PW Building & Workers, Library Building, Post Office**
- 2) To calculate the assumed level of service, please provide the square footage of all government buildings the Town would like to include within the fee, for example the square footage of Town Hall. Please provide information relative to the following:
 - a. Departments within the included buildings so that duplicate departments are not included in the fee (i.e., if the utilities department also has an office within Town Hall);
 - b. Number of employees within each department separately identifying full-time and part-time employees; and
 - c. Amount of square footage allocated to each department.
 Administration: D. Pressley & N Washington
- 3) Please provide a detailed listing of the Town's fixed assets as of September 30, 2023 for the buildings and departments (Town Hall, Public Works Complex, etc.) the Town wishes to include within the fee from the Town's perpetual inventory accounting records.
 Administration: D. Pressley & V. Mundy
- 4) Please provide a copy of the Town's Fiscal Year 2024 Budget and Capital Improvement Plan as it relates to general government services that the Town wishes to include in the general government impact fee analysis. In addition, please provide a summary of all funding sources as well as any grant funds anticipated by the Town to support the capital improvement program as identified in this data request. For each project please also provide the anticipated service life, the population level that the project is meant to serve and whether the project will be a replacement / upgrade of an existing asset or a brand-new expansion related asset.
 Administration: D. Pressley & K. Gibson
- 5) If any portions of the buildings serve multiple purposes, please include an estimate of what portion of the building and the amount of time the portion is occupied for each purpose.
 Administration: D. Pressley & V. Mundy



TOWN OF EATONVILLE, FLORIDA

MUNICIPAL IMPACT FEE STUDY

INITIAL DATA REQUEST – OTHER GENERAL ITEMS

January 22, 2024

- 1) Please provide a copy of the Town's most recent Comprehensive Plan and any subsequent updates to it, if applicable.
Planning: C McGee
- 2) Please provide a copy of any formal or Town adopted population projections (permanent and seasonal). Also, please provide any projections of residential and commercial development or redevelopment projects for the planning horizon (Town build-out). This should be in as much detail as possible and should include current and projected numbers of residential housing units (number of single-family residences, multifamily units, and mobile homes), and commercial development by type.
Planning: C McGee
- 3) Please provide information regarding current and historical permanent population figures for fiscal years 2010 through 2023.
Planning: C McGee
- 4) Please provide a summary of the current square feet of existing commercial development by major land use code or development type. If the Town does not have this data, please obtain this information from the County.
Planning: C McGee & T. Salmieri
- 5) If not reflected in the population projections, please provide demographic statistics and planning estimates of persons per household for single-family, multi-family, manufactured housing (trailers), mobile homes, and other residential dwellings.
Planning: C McGee
- 6) Please provide the Fiscal Year 2022 Annual Comprehensive Financial Report (ACFR) for the Town as well as the Fiscal Year 2023 ACFR, when available.
Finance: K. Gibson



TOWN OF EATONVILLE, FLORIDA

MUNICIPAL IMPACT FEE STUDY

INITIAL DATA REQUEST – PARKS AND RECREATION

January 22, 2024

- 1) Please provide an inventory of all parks and current recreational facilities for each specific park owned by the Town. Included below is a listing of the type of information that should be included in the inventory summary:
 - a) land size (acres);
 - b) full description and count of recreational facilities (football, baseball, soccer fields, basketball courts, concession stands, pools, lighting, restrooms, etc.);
 - c) description of park (neighborhood, community, etc.) owned by Town; and
 - d) description of significant equipment needs.

Please list the facilities separately by park site and indicate what type of park it is (e.g., neighborhood, community park, etc.). Please also include similar detailed facility/activities information on any municipal recreational complexes, civic centers, aquatic complexes etc.

REC: D Washington & DCP

- 2) Please provide a detailed listing of the Town's fixed assets as of September 30, 2023 for the Parks and Recreation department from the Town's perpetual inventory accounting records. Also, please indicate if any of these assets, including land, were donated or contributed. If such items were donated, please provide an estimate of the fair market value of such units at the time of donation.

FINANCE: K Gibson

- 3) If the Town has any recreational master plan for its recreational sites, please provide a copy of such capital plans. N/A
- 4) Please provide any information regarding open space or facility-related levels of service that have been adopted by the Town (e.g., 5 acres per 1,000 population, one tennis court per 5,000 population, etc.).

REC: D Washington & DCP

- 5) Please provide copies of the Town's fiscal year 2023 and 2024 budgets and adopted multi-year capital improvement plans as it relates to parks and recreation services. This listing should include a brief description of each of the projects in the plan. In addition, please provide a summary of the various sources of funds anticipated by the Town to support the capital improvement program and whether the project will be a replacement / upgrade of an existing asset or a brand-new expansion related asset.

FINANCE: K Gibson

- 6) If the Town has received capital grants for the funding of any existing recreational capital facilities, please provide:
 - a) the dollar amount of the grant and how the grant was applied;
 - b) availability of future grants; and
 - c) any other information relative to this funding source.

FINANCE: K Gibson

- 7) Please provide a copy of any trial balance associated with the Parks and Recreation Department as of 9/30/2023.

FINANCE: K Gibson



TOWN OF EATONVILLE, FLORIDA

MUNICIPAL IMPACT FEE STUDY

INITIAL DATA REQUEST – POLICE

January 22, 2024

- 1) Please provide the amount of personnel for this function in the following detail:
 - a) number of officers currently employed by the Town separately identifying full-time, reserve, and part-time or seasonal officers, if any; HR: N Washington
 - b) the number of support, administrative, and dispatch personnel; and
 - c) any additional personnel anticipated to be hired or added to the staff above existing levels to meet current deficiencies in staffing, including a description of the type of personnel being added. HR: N Washington
- 2) The assumed level of service for police protection services will be the number of officers required per 1,000 population served. Please provide information relative to the following:
 - a) the current relationship of full-time officers per population served;
 - b) the Town's or department's target level or level of service for the number of officers per 1,000 population; and
 - c) for reserve and other related personnel (other than full-time officers), the relationships of such officers to either the number of full-time officers on staff or to the level of population served.
- 3) Please provide a detailed listing of the Town's fixed assets (all personnel and vehicle related equipment, vehicles, land, buildings, improvements, etc.) as of September 30, 2023 for the Police department from the Town's perpetual inventory accounting records. These records should include the historical costs, acquisition date, asset description, estimated useful life, and grant funded component of the asset (if applicable).
- 4) Please provide information relative to equipping a full-time officer with the standard weaponry, safety equipment, communication equipment, and uniforms. This cost should be the total capital related cost incurred by the Town to equip the next full-time police officer which would be hired by the Town. Additionally, please indicate if the officer is required to contribute toward the purchase of such direct costs and the level of such commitment, if any. Examples of costs which we are recognizing as direct costs to equip an officer would include the following: i) gun belt and associated weaponry; ii) shoulder or portable radio and other communication equipment; and iii) bulletproof vest, handcuffs, and uniforms.
- 5) In addition to the direct cost of equipping an officer, please provide the following information relative to vehicle expenditures (patrol cars, motorcycles, etc.):
 - a) a complete inventory (type and cost) of the vehicles used to provide police service;
 - b) a detailed description of the costs or cost components relative to vehicle services (examples would include radios and communication devices, guns and gun rack, medical kits, radios, console, and any other related equipment); and
 - c) a description of the level of service standards used by the Town in providing the vehicles to its full-time and reserve officers (for example, the Level of Service ("LOS") to the Town may be to equip two full-time officers with one vehicle and have reserve officers use other available vehicles of the department). Additionally, please provide any information relative to replacement or back-up vehicles that may be available to provide service to its officers.

- 6) In addition to the vehicle costs described above, please provide the following with regard to other equipment that is utilized by the Town's police department:
 - a) a complete inventory (number and current cost) of such major equipment items which are currently utilized by the Town (examples of such equipment would include rescue boats and trailers, intoxylizer equipment, radar detection equipment, and other related equipment);
 - b) in addition to the inventory requested in a) above, please provide the Town's equipment to staff relationship or utilization needs (for example, we are trying to equate or match the equipment needs to the number of full-time officers of the Town in order to maintain consistent level of service standards). The equipment utilization requirements should either be what is currently in effect which is deemed appropriate by the Town, or the required relationships to adequately meet the level of service policies of the police department; and
 - c) in addition to the existing assets or equipment facilities of the Town, please provide information regarding any planned purchase or equipment needs for facilities currently not available with the Town. Please reference question number seven below.
- 7) Please provide a copy of the Town's multi-year capital improvement plan as it relates to police service. Any cost estimates relative to the construction or purchase of any new police substations or equipment by the Town in the near future but just outside the time horizon of the CIP are also needed. In addition, please provide a summary of all funding sources as well as any grant funds anticipated by the Town to support the capital improvement program as identified in this data request. For each project please also provide the anticipated service life, the level of officers and/or population that the project is meant to serve and whether the project will be a replacement / upgrade of an existing asset or a brand-new expansion related asset.
- 8) Please provide the pro rata share of the Town's administration building allocated to police protection services, if any; and other related capital facilities or equipment which are used to support the police protection services function.
- 9) Please provide for the last two fiscal years the amount of service call responses made by the police department. Please provide this information in the following detail:
 - a) residential related calls broken down into single-family and multi-family units;
 - b) non-residential related calls by major type of land use category (e.g., office space, restaurants, warehouses, entertainment businesses, industrial sites, institutional, and other services);
 - c) traffic related calls; and
 - d) any other details which would assist in the allocation of the various response calls among the various customer or land use attributes of the Town.
- 10) If the Town has received capital grants for the funding of any existing police base facilities or major equipment needs, please provide:
 - a) the dollar amount of the grant and how the grant was applied;
 - b) availability of future grants; and
 - c) any other information relative to this funding source.
- 11) If the Town has entered any interlocal agreements to provide police protection services with the County or any other communities, please provide a copy of the agreement. To the extent that the Town has entered into an agreement with any other local governmental agencies, additional information will need to be requested relative to the relationships of the above-referenced items to these service areas of served or not served by the Town's facilities.



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL WORKSHOP
JUNE 04, 2024, AT 06:30 PM
Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discuss Orange County Library System (OCLS) 2nd Renewal Of Lease Agreement For Eatonville Library. (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none">• 2nd Renewal of Library’s Lease Offer• Amended & Restated Lease Agreement w/ OCLS (Last Renewal 2019)
CONSENT AGENDA		
COUNCIL DISCUSSION		
ADMINISTRATIVE	YES	

REQUEST: The Administration request review of OCLS 2nd Renewal of Lease Agreement for Eatonville Library.

SUMMARY: The administration is requesting council discussion and direction of staff to move forward with accepting the new agreement with the Orange County Library System (OCLS) for the operation of the Eatonville Library. As you know, the Eatonville Library has been a cornerstone of our community for many years, providing essential resources and educational opportunities for residents of all ages. The current lease agreement with OCLS is due to expire on December 18, 2024.

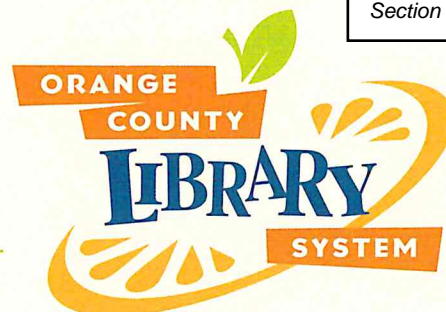
The proposed new agreement, in the exhibits for your review, outlines the terms and conditions for OCLS to continue operating the Eatonville Library for an additional 15 years. The key points of the agreement include:

- **Monthly Rent:** An increase in the monthly rental fee from the current \$5,047 to \$6,047 for the first five years, followed by graduated increases to \$7,047 and \$8,047 in the subsequent five-year terms.
- **Extension Options:** The agreement includes the option for two, five-year extensions, potentially extending the lease through December 17, 2039.
- **Library Operations:** OCLS will continue to be responsible for all aspects of library operations, including staffing, materials selection, programming, and maintenance of the facility.

This new agreement offers several benefits for the Town of Eatonville, **Financial Stability:** The increased rental fees will provide the Town with a more stable and predictable source of revenue. **Continued Library Services:** Residents will continue to have access to a high-quality library with a wide range of resources and programs. Staff is confident that this agreement will ensure the continued success of the Eatonville Library for many years to come.

RECOMMENDATION: Staff recommend the approval of the OCLS 2nd Renewal of Lease Agreement for Eatonville Library.

FISCAL & EFFICIENCY DATA: Funds collected from lease agreements are placed in the general fund revenue account (Library Lease) 001-366-0001.



MARY ANNE HODEL Library Director/Chief Executive Officer

VIA E-Mail: cwilliams@townofeatonville.org

September 20, 2019

Ms. Cathlene A. Williams
Town Clerk
City of Eatonville, Florida
307 E. Kennedy Blvd
Eatonville, FL 32751

Re: Renewal of Library's Leased Premises 200 E. Kennedy Blvd, Eatonville, FL 32751

Dear Ms. Williams:

The Orange County Library District (Library) elects the first of its two (2) options to renew its Lease of 200 East Kennedy Blvd, Eatonville, FL 32751 (aka Eatonville Branch Library) for an additional five (5) year period beginning December 18, 2019 with the same rental amount of \$5,047.00 per month for the approximately 6,600 square foot facility and the same terms and conditions contained in the original Lease.

The original Lease was entered into on December 17, 2004 between the City of Eatonville, Florida as Lessor and the Library as the tenant for an initial period of fifteen (15) years. The Lease provides for two (2) extensions of five (5) years per extension. Enclosed are applicable sections of the Lease, including section 3 Term and Use and section 4 Rental.

Please advise what would be the next steps to extend the Lease. You may contact me at 407-835-7314 or via e-mail at shoemaker.kristopher@ocls.info if you have any questions.

Sincerely,

Kristopher S. Shoemaker
CMA, CGFO, CHAE, CHTP, CPFIM
Chief Financial Officer

AMENDED AND RESTATED

LEASE AGREEMENT

between

TOWN OF EATONVILLE,

a Florida municipal corporation,

LESSOR

and

ORANGE COUNTY LIBRARY SYSTEM,

a public agency of the State of Florida

LESSEE

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EXHIBITS:

 “A” LEGAL DESCRIPTION

 “B” SITE PLAN

 “C” BUILDING SPECIFICATIONS

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Lease") made this _____ day of October, 2004 between the Town of Eatonville, hereinafter "Lessor", and the Orange County Library System, hereinafter "Lessee".

RECITALS:

- A. Lessor and Lessee are the parties to a Lease Agreement ("Lease Agreement") dated June 1, 1999.
- B. Lessor and Lessee are the parties to a Lease Amendment ("Lease Amendment") dated April 6, 2004.
- C. Lessor and Lessee desire to further amend the Lease Agreement and to amend and restate the Lease Agreement in its entirety as more particularly set forth herein.

WITNESSETH:

That in consideration of the premises and of the sums of money to be paid hereunder, the parties hereto agree as follows:

1. NOVATION: The recitals set forth in Paragraphs A through C above are true and correct and are incorporated herein by reference. This Lease supercedes and replaces the Lease Agreement and Lease Amendment.
2. DESCRIPTION OF PREMISES: Lessor does hereby lease and demise unto Lessee and Lessee does hereby hire and take from Lessor certain real property located at the southwest corner of Kennedy Boulevard and College Street in the Town of Eatonville, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

The design of the building and related specifications will be mutually agreed upon by the parties, consistent with the site plan attached hereto as Exhibit "B" and incorporated herein by reference. However, the Building Specifications shown in Exhibit "C" will be incorporated into said design and specifications. Lessor will be responsible for preparation of formal building plans and specifications, construction of the building in accordance with applicable building codes, and all associated costs including impact fees. Lessee's written approval of building plans and specifications is required before commencement of construction. The size of the building is to be approximately 6,600 square feet, including a 840 square foot meeting room. Upon completion of the Premises, Lessor will provide Lessee with a set of "as built" building plans and specifications.

The real property described in Exhibit "A", the 6,600 square foot building to be constructed thereon, and any related improvements shall be referred to as the "Premises".

3. TERM AND USE: The initial term of this Lease shall be for a period of fifteen (15) years commencing on the later of the issuance of a Certificate of Occupancy to Lessor or the tendering of the Premises from Lessor to Lessee (the "Commencement Date") and continuing for a period of fifteen (15) years. Lessee shall have the option for two additional five (5) year terms. Any holding over by Lessee after the expiration of the initial term and any optional periods shall be construed to be a tenancy from month to month at a rental in the same amount as that in effect immediately prior to such expiration, and the terms and conditions herein specified shall remain in full force and effect. The Premises shall be used for a public library with approximately eight hundred forty (840) square feet for a meeting room with separate access (the "Meeting Room").

4. RENTAL: Lessee agrees to pay during each year of the initial term of this Lease the sum of Sixty Thousand Five Hundred Sixty-Four Dollars (\$60,564.00). Said sum shall be payable in equal monthly installments of Five Thousand Forty-Seven Dollars (\$5,047.00), in advance, on the first day of each month, without notice or demand. Rents for partial months shall be prorated. Rents shall be paid at the office of Lessor or at such other place as Lessor may designate in writing. The rental rates for the optional terms are subject to negotiation.

5. MAINTENANCE BY LESSEE: Except as set forth in Paragraph 10 below, Lessee shall take good care of the Premises at its sole cost and expense, make all repairs thereto, as and when needed to preserve them in good working order and condition, including without limitation all damage to the Premises shall be restored or replaced or repaired promptly by Lessee at its sole cost and expense.

6. MAINTENANCE BY LESSOR: Lessor shall provide a one-year warranty, from the Commencement Date, on the Premises, and be responsible for all maintenance and repairs during this first year. During the entire term of this Lease, Lessor shall be responsible for providing termite protection and repairing any related termite damage. Lessor shall also be responsible for maintenance and repair of the parking lot for the entire term of this Lease.

7. ALTERATIONS: Lessee shall have the right to install partitions, equipment and other fixtures on the Premises and to make such other modifications thereto as Lessee's needs require, PROVIDED, however, that Lessee shall make no structural alterations or modifications to the structural portion of the Premises without first securing the prior written consent of Lessor. All permanent partitions, air conditioning and heating equipment and light fixtures shall, upon the expiration or termination of this Lease, remain the property of Lessor regardless of the manner in which the same may be attached to the Premises; PROVIDED, however, that Lessee shall restore the Premises to the same condition it was in at the beginning of this Lease, reasonable wear and tear excepted. At the expiration or termination of this Lease, Lessee shall remove Lessee's goods and effects and shall surrender the Premises in good repair and condition, with reasonable wear and tear excepted. In the event that such removal from the Premises results in damage thereto, Lessee shall pay the full cost of any repairs necessitated thereby.

8. PAYMENT FOR UTILITIES: Lessee shall pay all gas, electric, telephone, and other utility bills rendered against or charged on the Premises.

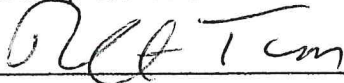
22. **DELAYED REPAIRS:** In the event that either party does not make the repairs to the Premises required of it hereunder, the other party, after fifteen (15) days written notice to the responsible party of such nonperformance, may proceed with such repairs and in such event the responsible party covenants and agrees to reimburse promptly the performing party for the cost of such repairs.

23. **PROJECT NAME:** The parties agree that the Premises shall be known as the Orange County Library System Eatonville Branch at Zora Neale Hurston Square, and signage shall be:

Orange County Library System
Eatonville Branch
Zora Neale Hurston Square

IN WITNESS WHEREOF, the parties hereto have signed this Lease as of the day and year first above written,

Signed, sealed and delivered
In the presence of:





As to Lessee

In the presence of:

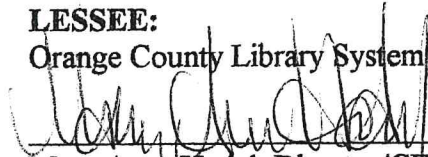


Town Clerk

As to Lessor


LESSEE:

Orange County Library System


Mary Anne Hodel, Director/CEO

LESSOR:

Town of Eatonville


Anthony Grant, Mayor



STEVEN POWELL Library Director/Chief Executive Officer

Via E-Mail: dpressley@townofeatonville.org

May 8, 2024

Mr. Demetris Pressley, CSM
Chief Administrative Officer
Town of Eatonville
307 East Kennedy Boulevard
Eatonville, FL 32751

Re: 2nd Renewal of Library's Leased Premises 200 E. Kennedy Blvd, Eatonville, FL 32751.

Mr. Pressley:

Thank you for your letter of April 22, 2024 regarding the proposed renewal of the above mentioned lease. The requested rental adjustment from \$5,047/month to \$6,547/month is a 29.7% increase. However, the requested increase is not in line with increases from our commercial nor government lessors that our Board of Trustees have previously approved.

The Town and the Library have been great partners over the last 20 years and we are interested in reaching a mutually beneficial agreement that both of our boards would be comfortable approving.

To that end, we are offering the following counter-offer:

- For the period December 18, 2024 thru December 17, 2029 the monthly rental would be \$6,047.00, or a 19.8% increase, which is more in line with our other leases renewal rates.

Also, we propose to add two (2) five (5) year extension periods, which would extend the lease through December 17, 2039, with the following monthly rental rates:

- For the period December 18, 2029 thru December 17, 2034 the monthly rental would be \$7,047.00 (a 16.5% increase).
- For the period December 18, 2034 thru December 17, 2039 the monthly rental would be \$8,047.00 (a 14.2% increase).

Note: All of the other terms in the lease would remain the same.

Please let us know if the proposed counter-offer and lease extension is acceptable. We are available to meet and discuss at your earliest convenience.

You may contact me at 407-835-7314 or via e-mail at shoemaker.kristopher@ocls.info if you have any questions.

Best Regards,

Kristopher Shoemaker

Kristopher S. Shoemaker
CMA, CGFO, CHAE, CHTP, CPFIM
Chief Financial Officer



HISTORIC TOWN OF EATONVILLE,
FLORIDA

TOWN COUNCIL WORKSHOP

JUNE 4, 2024, AT 06:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of a Community Benefit Agreement-CBA (Administration)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none">CBA Overview Information
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: The request is for Town Council to Discuss a Community Benefit Agreement-CBA

SUMMARY: A member of the public presented to Town Council during public participation (May 7, 2024) the concept of a Community Benefit Agreement (CBA) for discussion and consideration at a future workshop. The request is for the town council to discuss the possibility of creating a CBA for the Town of Eatonville. The proposed CBA aims to provide a clear understanding of the benefits and consideration of adopting by ordinance

Importance of a CBA for Eatonville: For Eatonville, a CBA represents a significant tool in ensuring that all developments contribute positively to the community. As a historic town with unique cultural and social dynamics, Eatonville can benefit from CBAs that ensure developments are aligned with the town's long-term vision for economic, social, and cultural prosperity. This agreement could serve as a model for community-led development, highlighting the town's commitment to preserving its heritage while fostering growth.

Conclusion: In conclusion, while the adoption of a CBA presents certain challenges, its potential to drive meaningful community benefits makes it a worthwhile consideration for Eatonville. It is recommended that the Town Council engage in detailed discussions, considering both the pros and cons presented, to make an informed decision that best serves the community's interests.

RECOMMENDATION:
Staff is recommending for Town Council to Discuss a Community Benefit Agreement-CBA.

FISCAL & EFFICIENCY DATA: N/A

Community Benefit Agreement (CBA) Discussion Document

Introduction: This document provides a comprehensive overview of the proposed Community Benefit Agreement (CBA) for Eatonville. It aims to facilitate a clear understanding among the Town Council members about the benefits and considerations associated with implementing a CBA, and to assist in guiding a constructive discussion on its adoption.

Pros of Implementing a CBA:

- **Enhanced Community Engagement:** CBAs require developers to engage directly with the community, ensuring that development projects address local needs and priorities, which may include employment, housing, and environmental sustainability.
- **Local Economic Development:** By stipulating local hiring and procurement, CBAs can stimulate local economies, support local businesses, and increase job opportunities for residents.
- **Prevention of Gentrification:** CBAs can include provisions that protect existing residents from being priced out of their neighborhoods by new developments, thus preserving community character and cohesion.
- **Legal and Social Accountability:** CBAs are legally binding agreements that hold developers accountable for contributing to the community welfare, providing a framework for enforceable action if commitments are not met.

Potential Cons of Implementing a CBA:

- **Complex Negotiations:** The process of negotiating a CBA can be lengthy and complex, potentially delaying project timelines and increasing costs.
- **Representation Concerns:** There is a risk that the groups negotiating the CBA might not adequately represent all community interests, leading to skewed benefits.
- **Potential for Conflict of Interest:** The interactions between developers and community groups can lead to conflicts of interest, especially if not properly managed and transparent.
- **Enforcement Challenges:** Enforcing the terms of a CBA can be challenging, especially if the agreement is not carefully crafted with clear, measurable outcomes.

Importance of a CBA for Eatonville: For Eatonville, a CBA represents a significant tool in ensuring that all developments contribute positively to the community. As a historic town with unique cultural and social dynamics, Eatonville can benefit from CBAs that ensure developments are aligned with the town's long-term vision for economic, social, and cultural prosperity. This agreement could serve as a model for community-led development, highlighting the town's commitment to preserving its heritage while fostering growth.

Conclusion: In conclusion, while the adoption of a CBA presents certain challenges, its potential to drive meaningful community benefits makes it a worthwhile consideration for Eatonville. It is recommended that the Town Council engage in detailed discussions, considering both the pros and cons presented, to make an informed decision that best serves the community's interests.

Agreement Program

[Print this page](#) Text resize 

COMMUNITY-MINDED ECONOMIC DEVELOPMENT

In 2021, City Council approved the Community Benefits Agreement (CBA) program as a major step toward more equitable economic growth. It creates a process that takes into account the social and community impact of major development plans.

The program requires developers to provide community benefits for projects that receive public assistance.

* Benefits may include activities in the following areas:

- affordable or workforce housing
- environmental resiliency and sustainability
- public infrastructure
- equitable workforce development
- neighborhood health and safety and
- equitable economic opportunities

The required community benefits package that a developer must provide is determined through collaboration with the Community Benefits Advisory Council and community meetings with final approval of the Community Benefits Agreement by City Council.

Past Projects Reviewed

800 1st Ave S.

[Learn More](#) 



Hi , how can I help?

Community Benefits Advisory Council

Member Roster

Description

Overview

The Community Benefits Program requires developers to provide community benefits for projects that receive public assistance. Benefits may include activities in the following areas: affordable housing, environmental resiliency and sustainability, public infrastructure, equitable workforce development, equitable economic opportunities, and neighborhood health and safety. Learn more about the program by visiting the Community Benefits Agreement (CBA) webpage.

The required community benefits package that a developer must provide is determined through collaboration with the Community Benefits Advisory Council and community meetings with final approval of the Community Benefits Agreement by City Council.

What is the Community Benefits Advisory Council?

The Community Benefits Advisory Council (CBAC) is a non-partisan board that advises the Mayor, City Council and the citizens of St. Pete. The council is made up of four standing members, who will consult on the implementation of the City's Community Benefits Agreement Program (CBA Program). The Mayor and City Council each appoint two standing members. The standing members serve on the CBAC for no more than two, three-year terms.

For specific CBA projects, four ad hoc members are selected to join standing members to comprise a full CBAC. Ad hoc members are chosen from residents within one mile of the project location where the project is located. The Mayor and City Council each appoint two ad hoc members. Additionally, one City Council member is selected by their peers as an ad hoc member of the CBAC for each project. Ad hoc members serve until the project is approved by City Council or withdrawn.

Meeting Schedule

On Dec. 13 at 5:30 p.m., a Community Benefits Information Session was held at the Coliseum to gather public input on the Community Benefits for the Historic Gas Plant District Development. The input gathered at the meeting has been given to the Community Benefits Advisory Council for their consideration.

The CBAC will convene on the following Tuesdays in January and will be held in at St. Petersburg City Hall in City Hall Room 100. The meetings begin at 5:30 p.m.

- Tuesday, January 9, 2024
- Tuesday, January 16, 2024
- Friday, January 19, 2024
- Tuesday, January 23, 2024
- Tuesday, January 30, 2024
- Tuesday, February 06, 2024

All meeting are held in City Hall Room 100, starting at 5:30 pm. The purpose of these meetings is to evaluate and offer feedback on the community benefits plan for the Historic Gas Plant Redevelopment.

Current Project in Review

- Historic Gas Plant Redevelopment
- Community Benefits Impact Report for the Historic Gas Plant Redevelopment

What are the responsibilities of a CBAC member?

The CBAC consists of two groups of appointees: Standing CBAC Members and ad hoc CBAC members.

The Standing CBAC Members' duties include:

- Provide advice to the City on the CBA Program, including how best to measure community impact
- Provide advice to the City on community and neighborhood engagement
- Provide advice to the City regarding growth and development
- For specific development projects, provide the duties listed below for Ad Hoc CBAC Members
- Serve as a Standing CBAC Member for three years

The ad hoc CBAC Members' duties, with the Standing CBAC Members, include:

- Convene meetings in the neighborhoods affected by the development project to solicit input that will help guide the creation of Community Benefits Agreements
- Provide recommendations to City Council on Community Benefits Agreements that are based on project impact reports and neighborhood meetings
- Serve as an ad hoc CBAC Member until the specific project is approved by City Council or withdrawn


The CBA process involves at least four meetings when reviewing a project, twice in the neighborhood(s) most affected by the project to hear community input and twice to recommend preliminary and final community benefits packages to City Council for approval.


Vacancies

- 0 Current Vacancies
- 0 Terms Expired



800 1st Ave. S.

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Project Update

After a thorough vetting process by the Community Benefits Advisory Council (CBAC) as part of the Community Benefits Agreement (CBA) process, and negotiations with developers, Mayor Kenneth T. Welch has determined the TPA/Moffitt project does not provide sufficient affordable housing and is not selecting them for development of property located on the 800 block of 1st Ave. South.

Please read more about the decision [here](#).

Project Overview

The first project of the [Community Benefits Agreement program](#) is located on a 4.59-acre site at 800 1st Ave. S. in downtown St. Pete, sought to be developed by the TPA Group in conjunction with Moffitt Cancer Center along with UPC Insurance (the "Project").

Proposal Details

The Project proposal called for the development of a mixed-use project that would include a state-of-the-art outpatient cancer care facility, a mixed-use modern multi-family residential tower with a workforce housing component, activated ground floor retail, a public-access parking garage, and the retention and future expansion site of the United Insurance headquarters.

CBAC Ad Hoc Members

For specific CBA projects, four ad hoc members are selected as-needed and join standing members to comprise a full CBAC. Ad hoc members were chosen from residents within one mile of the project location. The Mayor and City Council each appointed two ad hoc members, as needed. Additionally, one City Council member was selected by their peers, as needed, as an ad hoc member of the CBAC for each project. Ad hoc members served until the project is approved by City Council or withdrawn.

Learn more about the committee and view agendas, packets and minutes [here](#).

CBA Project Timeline

- November 2021: TPA submitted an unsolicited proposal, which was approved to move forward by the prior administration.
- February 2022: TPA project was identified as a CBA project. The land was appraised at \$21.1 million and TPA offered \$5 million for the land to develop the project. TPA's investment of \$19.1 million in the project made the project a Tier 2 CBA project.

- May 13, 2022: An initial CBA community input meeting was held. The TPA Presentation found [here](#). Community input called for an increase to the proposed percentage of affordable and workforce housing in the project.
- June 17, 2022: The CBAC met to discuss the proposed benefits of the project and provide recommendations to TPA, including to increase the percentage of affordable housing.
- August 1, 2022: The CBAC met to make recommendation regarding proposed project benefits. The TPA presentation can be found here (link). Changes in proposed benefits through the CBA process can be found here (link). The CBAC voted unanimously to request Mayor Welch negotiate an increase in affordable and workforce housing on the project. The CBAC voted 5-1 to support other proposed benefits within the project.
- August 10, 2022: Mayor Welch held negotiations with TPA to increase the percentage of affordable and workforce housing, resulting in no change to the final proposed 17.5% of affordable housing inclusion among total residential units (400.)
- August 12, 2022: Mayor Welch determined the TPA project does not provide sufficient community benefit, specifically related to affordable housing, and is not selecting the project to proceed. Read Mayor Welch's press release [here](#).

Sign Up For Newsletters

Your Email Address

ORDINANCE NO. 2024-XXXX

AN ORDINANCE OF THE TOWN OF EATONVILLE, FLORIDA,

ADOPTING A COMMUNITY BENEFITS AGREEMENT ORDINANCE

Article I: Definitions

Section 1. - Purpose

WHEREAS, this ordinance is enacted to delineate and interpret the terms and stipulations pertinent to the Community Benefits Agreement (CBA) within the Town of Eatonville, aiming to oversee and execute community benefits within covered projects.

Section 2. - Definitions

WHEREAS, the purpose of this ordinance is to establish a structured process and set forth conditions under which non-profit philanthropic entities and developers engage in planning, development, or provide contributions within the Town of Eatonville; and

WHEREAS, it is intended to ensure that such engagements and contributions are managed in a manner that aligns with the town’s goals for sustainable development, community welfare, and preservation of its cultural heritage; and

WHEREAS, this ordinance mandates that any non-profit philanthropic entities, developers, or organizations entering into agreements with the town shall adhere to the provisions set forth in the Community Benefits Agreement (CBA), aiming to maximize the positive impacts of such engagements on the local community.

Section 1.02 - Definitions

For the purposes of this ordinance, the following terms shall have the corresponding meanings:

Covered Entities: Refers to any developers, non-profit organizations, governmental bodies, or private companies engaged in projects within the Town of Eatonville under a Community Benefits Agreement (CBA).

Community Benefits Agreement (CBA): A legally binding agreement between covered entities and the Town of Eatonville that outlines specific benefits that the developers agree to provide to the community, including commitments to community projects, financial contributions, and participatory planning processes.

Financial Penalties: Monetary fines imposed on covered entities for non-compliance with the terms of the CBA, which may include immediate fines, daily accruing fines, and other financial liabilities as determined by the nature and severity of the breach.

Administrative Penalties: Consequences that may include the suspension or revocation of any approvals, licenses, or permits associated with the project until compliance is restored or permanently, depending on the severity of the non-compliance.

Corrective Action Plan: A plan required from a non-compliant entity detailing the steps to be taken to correct violations of the CBA, including timelines for implementation and measures to prevent future breaches.

Community Restoration Projects: Initiatives that a non-compliant entity may be required to fund or implement as part of remedial actions to repair damage caused by violations of the CBA or to provide additional benefits to the community as compensation.

Oversight Committee (CBAB): Community Benefit Advisory Board. A body comprising members from the Eatonville Community that are appointed by the Town Council, responsible for monitoring the implementation of the CBA, resolving disputes, and ensuring that community benefits are delivered as promised.

Think Tanks: Formally organized groups or committees funded through the CBA that focus on specific areas such as government operations, technology, economic impact, and other relevant fields to support continuous improvement and strategic planning in Eatonville.

Genealogy Center: A facility or program funded under the CBA dedicated to historical archiving and providing resources for residents to research and preserve their heritage.

Emergency Amendments: Modifications to the ordinance that can be expedited due to urgent and unforeseen circumstances, requiring a faster process for approval while still involving necessary reviews by the Oversight Committee and the Town Council.

Section 1.03 - Applicability

All covered entities, as defined herein, seeking to undertake town planning or provide any contributions to the Town of Eatonville, shall enter into a Community Benefits Agreement with the town. This requirement is applicable irrespective of the project's scale or the nature or size of the contribution and is intended to promote transparency, accountability, and ensure that such initiatives have a lasting positive impact on the community.

Section 1.04 - Compliance and Enforcement

The provisions of this CBA shall be enforced by the Town of Eatonville, which shall have the authority to review, approve, monitor, and manage the implementation of the terms of the CBA as entered into with any covered entity. The town shall also establish mechanisms for the reporting, compliance review, and resolution of disputes arising from the CBA.

Section 3. - Severability

WHEREAS, in the event that any section, clause, sentence, or part of this ordinance is deemed invalid or unenforceable, it shall not impact the validity or enforceability of the remaining provisions. In such cases, the invalid part shall be severed, and the rest of the ordinance shall remain in full force and effect unless the purpose of this ordinance is substantially defeated by such invalidity.

Article II: Requirements for Covered Projects

Section 2.01 - Engagement with Local Housing Authority

WHEREAS, covered entities are required to collaborate with the local housing authority to facilitate the inclusion of affordable housing within their development projects, ensuring alignment with the needs and regulations of the Town of Eatonville; and

WHEREAS, such collaborations shall aim to provide housing options that are affordable and accessible to low to moderate-income households, thus contributing to the community's diversity and resilience; and

WHEREAS, the terms of engagement with the local housing authority shall be detailed within the CBA, with an emphasis on setting aside an agreed-upon percentage of revenue or number of units specifically for affordable housing.

Section 2.02 - Community Wealth Building

WHEREAS, it is imperative that covered entities contribute to the long-term generational wealth of Eatonville residents by allocating an agreed-upon amount of revenue to fund local businesses, non-profits, enhance community parks, recreation centers, roads, and other community amenities; and

WHEREAS, these contributions shall be directed towards existing needs, assets and projects within the community, ensuring that they address the most pressing concerns and empower the Eatonville community at large; and

WHEREAS, the CBA shall specify the processes and mechanisms for the allocation of funds, ensuring they are distributed in a manner that promotes polling, needs and asset based planning and equitable community development.

Section 2.03 - Community Engagement and Empowerment

WHEREAS, the covered entities shall engage in a comprehensive community engagement process to be facilitated by a selected local community group, which is dedicated to mobilizing and ensuring the active participation of all key stakeholders in the planning and development process; and

WHEREAS, this process shall involve transparent communication, regular public meetings, efficient marketing initiatives and the incorporation of community feedback into planning decisions, thus embodying the principles of inclusive and democratic development; and

WHEREAS, the CBA shall establish a framework for ongoing engagement, outlining the roles and responsibilities of the Eatonville Stakeholders in coordinating these efforts and acting as a liaison between the community and the developers.

Section 2.04 - Needs & Asset-Based Planning

WHEREAS, covered entities are expected to engage in needs and asset based planning which involves assessing and addressing the current and future needs of the Eatonville community in a manner that promotes sustainable growth and community welfare; and

WHEREAS, the planning process shall involve close collaboration with community stakeholders, including local businesses, non-profits, and residents, to ensure that development activities are responsive to the community's aspirations and challenges,

survey polling must be done efficiently with at least 10% of the registered voting population; and

WHEREAS, the CBA shall include provisions for conducting needs assessments, developing responsive action plans, and implementing projects that have tangible and measurable impacts on the quality of life for Eatonville residents. In the works of needs based planning we proceed with asset based planning.

Section 2.05 - Reporting and Transparency

WHEREAS, to ensure accountability and transparency, covered entities shall provide regular reports on their community engagement activities, the progress of development projects, and the disbursement and impacts of community benefits; and

WHEREAS, these reports shall be made available to the public and reviewed by the Community Benefit Advisory Council and the Town Council, fostering an open and communicative development process.

Article III: Governance and Oversight

Section 3.01 - Establishment of Oversight Committee

WHEREAS, an Oversight Committee is hereby established to ensure compliance with and proper execution of the Community Benefits Agreement (CBA) provisions within covered projects; and

WHEREAS, this committee will play a critical role in monitoring, guiding, and evaluating the implementation of the CBA to ensure that the objectives of community empowerment and sustainable development are met.

Section 3.02 - Composition of the Oversight Committee

WHEREAS, the Oversight Committee shall be composed of five (5) members, each member must be a registered voter and or apart of a community group or organization.

WHEREAS, members of the Oversight Committee shall serve for a term of three (3) years, with the possibility of reappointment for one additional term to ensure continuity and stability in the oversight process.

Section 3.03 - Duties and Responsibilities

WHEREAS, the Oversight Committee is charged with the following duties and responsibilities:

- a)** To monitor the adherence of covered projects to the stipulated CBA requirements, ensuring that all activities are carried out in accordance with the agreed terms and conditions;
- b)** To review and approve annual reports submitted by covered entities, assessing the progress and effectiveness of the community benefits provided;
- c)** To facilitate and resolve any disputes arising from the implementation of the CBA, acting as a mediator between the community and the developers;
- d)** To provide recommendations for modifications or updates to the CBA as necessary, based on observed outcomes and feedback from community stakeholders;
- e)** To hold quarterly meetings to discuss ongoing projects, challenges, and opportunities for improvement in the administration of community benefits;
- f)** To engage with the public through regular updates, public forums, or hearings to ensure transparency and community involvement in the oversight process.

Section 3.04 - Reporting and Accountability

WHEREAS, the Oversight Committee shall prepare an annual report detailing the activities, findings, and recommendations related to the governance of the CBA; and

WHEREAS, this report shall be submitted to the Town Council and made publicly available to ensure that the community is informed about the progress and impacts of the development activities; and

WHEREAS, the Oversight Committee is accountable to the Town Council and, by extension, to the residents of Eatonville, ensuring that its actions reflect the community's best interests and contribute to the overall welfare of the town.

Section 3.05 - Support and Resources

WHEREAS, the Town of Eatonville shall provide necessary administrative and financial support to the Oversight Committee, enabling it to perform its duties effectively and efficiently; and

WHEREAS, such support shall include access to necessary documents, staff assistance, and funding for operational expenses related to the committee's activities.

Article IV: Term and Termination

Section 4.01 - Term of Agreement

WHEREAS, this Community Benefits Agreement (CBA) shall commence upon the effective date of this ordinance and shall remain in effect for a term of thirty (30) years, unless earlier terminated as provided herein; and

WHEREAS, the long term of this agreement is essential to achieve the sustained development and empowerment objectives that the Town of Eatonville and the community stakeholders envision.

Section 4.02 - Conditions for Termination

WHEREAS, this agreement may only be terminated prior to the expiration of the term under the following conditions:

a) Mutual Agreement: The agreement may be terminated at any time by mutual written consent of all parties involved, including the Community Benefit Advisory Board, the Town Council, and the covered entity.

b) Breach of Agreement: In cases where a covered entity is found to be in substantial breach of the agreement's terms and conditions, and fails to cure such breach within a specified cure period following written notification from the Oversight Committee, termination may proceed.

c) Walk Away Clause: Should a covered entity choose to discontinue their engagement in the project and walk away, they must provide a minimum notice of six (6) months and fulfill all outstanding obligations as detailed in the agreement up to the date of termination. This clause is intended to safeguard the community against abrupt withdrawal of committed resources and benefits.

Section 4.03 - Protection of Data and Intellectual Property

WHEREAS, throughout the term of this agreement, various forms of data, intellectual property, and other sensitive information will be generated, which are vital to the Town of Eatonville and its residents; and

WHEREAS, all data, reports, technical information, and intellectual property developed during the course of this agreement shall remain the property of the Town of Eatonville:

a) Confidentiality: All parties agree to maintain the confidentiality of all proprietary information and data shared among them during the term of this agreement, unless disclosure is required by law.

b) Intellectual Property: Any intellectual property developed in the execution of this agreement shall be owned exclusively by the Town of Eatonville. Covered entities must obtain written consent from the Town Council before any such intellectual property can be used for any other purpose outside the scope of this agreement.

c) Data Handling and Protection: Proper data handling and security measures must be implemented by all parties to protect against unauthorized access, disclosure, alteration, or destruction of town data and documents.

Section 4.04 - Post-Termination Obligations

WHEREAS, upon termination of this agreement for any reason, it is required that:

a) Return or Destroy Materials: All confidential materials, documents, and data in the possession of the covered entity must either be returned to the Town of Eatonville or destroyed, as directed by the Town.

b) Settlement of Accounts: All accounts and financial obligations must be settled within ninety (90) days of the termination date.

c) Continuation of Certain Obligations: Notwithstanding the termination, certain obligations under this agreement, which by their nature are intended to survive termination, shall continue in effect. This includes obligations related to indemnification, confidentiality, and intellectual property rights.

Article V: Financial Contributions and Community Engagement

Section 5.01 - Commitment to Financial Contributions

WHEREAS, covered entities are obligated to financially support ongoing town plans that enhance community amenities, and foster economic and social development within Eatonville:

a) Support for Existing Plans: Each covered entity shall contribute financially to all current town plans, particularly those that improve community amenities such as parks, recreational facilities, and community centers.

b) Empowerment of Local Businesses: Financial contributions shall also support initiatives aimed at empowering existing Eatonville businesses and facilitating the establishment of minority-based businesses in the distribution and manufacturing industries.

c) Community Projects and Stakeholders: Funds will be allocated to various community projects that have been identified by community stakeholders as critical to the town's development. This includes, but is not limited to, infrastructural improvements, educational programs, and cultural preservation initiatives.

Section 5.02 - Establishment and Support of Think Tanks and Centers

a) Community Think Tanks: Yearly financial support shall be provided to establish and maintain think tanks focusing on government operations, technology advancements, and economic impacts to ensure that Eatonville remains at the forefront of innovation and effective governance.

b) Financial Center for Seniors: Establish and fund a financial advice and support center dedicated to assisting senior citizens of Eatonville, ensuring they have access to necessary resources for financial stability and health care planning.

c) Recreation and Genealogy Centers: Adequate funding shall be allocated for the maintenance and improvement of existing recreational facilities and the establishment of a genealogy center. This center will focus on historical archiving and provide residents with resources to explore and preserve their heritage.

Section 5.03 - Historical Archiving and Cultural Preservation

a) Funding for Historical Archiving: Commit funds to support the genealogy center in acquiring, maintaining, and providing public access to historical archives that document the town's heritage and the contributions of its residents.

b) Cultural Preservation Programs: Financial contributions should also support programs that preserve and promote the unique cultural heritage of Eatonville, including historical landmarks, local arts, and cultural festivals.

Section 5.04 - Community Engagement Initiatives

a) Funding Community Engagement: Developers are required to allocate funds to facilitate community engagement through workshops, public meetings, and feedback sessions. These initiatives should be designed to gather input from all segments of the community and ensure that development activities align with the residents' needs and aspirations.

b) Mandatory Involvement in Planning Processes: Developers must actively involve the Community Benefit Advisory Board in the planning and development processes to ensure that all projects are carried out with community input and support.

c) Transparency and Reporting: Ensure transparency in how financial contributions are allocated and utilized by requiring detailed annual reports to be submitted to the Town Council and made available to the public. These reports should outline the expenditures, impacts, and benefits derived from these financial contributions.

Article VI: Legal Framework and Amendments

Section 6.01 - Legal Framework

WHEREAS, this ordinance and all associated Community Benefit Agreements (CBA) executed under it shall operate under the legal framework provided by the laws of the State of Florida and the municipal codes of the Town of Eatonville; and

WHEREAS, this ordinance is designed to ensure that all covered projects adhere strictly to the stipulated legal and regulatory standards, promoting transparency, accountability, and equitable development within the community.

Section 6.02 - Amendments to the Ordinance

a) Initiation of Amendments: Amendments to this ordinance can be proposed by any member of the Town Council, the Community Benefit Advisory Board, or by a petition signed by at least ten percent (10%) of the registered voters in the Town of Eatonville, demonstrating the community's interest in reconsidering specific provisions of the ordinance.

b) Review by Governance Committee: Upon receipt of a proposed amendment, the Governance Committee shall review the proposal to determine its potential impact on the community and its alignment with the objectives of the existing Community Benefits Agreement. This review must include a period of public comment and possibly public hearings to gather community input.

c) Approval Process:

- The Governance Committee shall submit their findings and recommendations to the Town Council within sixty (60) days of receiving the amendment proposal.
- Any amendments must be approved by a majority vote of the Governance Committee before being forwarded to the Town Council.
- Following Governance Committee approval, the proposed amendment must receive at least a two-thirds (2/3) majority vote from the Town Council to be enacted.

d) Documentation and Transparency: All approved amendments must be documented and made publicly available within thirty (30) days of their enactment. The documentation shall detail the nature of the amendment, the rationale behind it, and the expected impacts on the community.

e) Effective Date of Amendments: Amendments shall take effect on the first day of the month following their approval, unless specified otherwise in the amendment itself.

Section 6.03 - Restrictions on Amendments

a) Protection of Core Provisions: Core provisions regarding the governance structure, financial obligations of covered entities, and the roles and responsibilities of the Oversight Committee shall not be altered except under extraordinary circumstances that justify such changes. These amendments require not only the usual approval process but also an additional review by an independent legal consultant.

b) Emergency Amendments: In cases where an emergency amendment is necessary to comply with federal, state, or local laws or to protect the public health, safety, or welfare, such amendments may be expedited. However, even in such cases, the amendment must be reviewed and approved by the Governance Committee and the Town Council, though the timeline for review may be shortened.

Article VII: Miscellaneous Provisions

Section 7.01 - Severability

WHEREAS, if any provision of this ordinance, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

Section 7.02 - Non-Waiver

WHEREAS, the failure of the Town of Eatonville or any of its departments, agencies, or entities to insist upon the strict performance of any provision of this ordinance or to exercise any right based upon the agreement shall not constitute a waiver of any right or remedy and shall not be deemed a waiver of any subsequent breach or default in the performance of any provision.

Section 7.03 - Conflict of Laws

WHEREAS, in the event of a conflict between the provisions of this ordinance and any other existing or future laws, municipal ordinances, or regulations, the provisions that provide the greater protection to the interests of the Town of Eatonville and its residents shall prevail.

Section 7.04 - Integration Clause

WHEREAS, this ordinance and any agreements made under it, along with any expressly incorporated documents, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

Section 7.05 - References to Other Laws

WHEREAS, references herein to any specific laws, statutes, ordinances, policies, or regulations are deemed to include all amendments, modifications, and successors thereof.

Section 7.06 - Indemnification

WHEREAS, to the extent permitted by law, the covered entities shall indemnify, defend, and hold harmless the Town of Eatonville, its officers, agents, and employees from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including attorney fees, arising out of or resulting from the covered entities' performance or breach of the ordinance, except in instances of gross negligence or willful misconduct by the Town of Eatonville.

Section 7.07 - Public Records

WHEREAS, all documents, papers, letters, and other materials made or received by the Town of Eatonville in conjunction with this ordinance shall be subject to the provisions of the Florida Public Records Law, Chapter 119, Florida Statutes.

Section 7.08 - Effective Date

WHEREAS, this ordinance shall take effect immediately upon its passage and adoption by the Town Council of Eatonville, Florida.

WHEREAS, this ordinance shall take effect immediately upon its passage and adoption by the Town Council of Eatonville, Florida.

Article VIII: Execution and Acknowledgment

Section 8.01 - Execution of Agreement

WHEREAS, the proper execution of this ordinance and any Community Benefits Agreements (CBA) under it is crucial for their validity and enforceability; and

WHEREAS, each CBA executed pursuant to this ordinance must be signed by the authorized representatives of the covered entities and the Town of Eatonville, as well as representatives from the Community Benefit Advisory Board to ensure all parties are committed to the terms set forth.

Section 8.02 - Acknowledgment of Terms

a) Mutual Recognition: All parties involved in the execution of the CBA shall mutually acknowledge and agree to the terms and conditions specified within this ordinance and the respective CBA documents.

b) Public Acknowledgment: Upon the signing of any CBA, a formal announcement shall be made to the public, detailing the nature of the agreement, the parties involved, and the benefits expected for the Town of Eatonville and its residents.

Section 8.03 - Record of Execution

WHEREAS, a record of all executed agreements shall be maintained by the Town Clerk of Eatonville and shall be made accessible to the public as stipulated by local transparency and public records laws; and

WHEREAS, these records shall include, but not be limited to, signed copies of the CBAs, documentation of the negotiation process, amendments, and annual reviews related to the agreements.

Section 8.04 - Official Seal

a) Use of Seal: The official seal of the Town of Eatonville shall be affixed to each executed CBA to symbolize the Town's formal ratification and commitment to the agreements.

b) Custodianship: The Town Clerk shall be the custodian of the seal and shall be responsible for its use on official documents related to this ordinance and the CBAs.

Section 8.05 - Legal Review

WHEREAS, prior to the execution of any CBA, the documents shall undergo a thorough legal review by the Town Attorney to ensure that all terms comply with current laws and regulations and safeguard the interests of the Town and its residents.

Section 8.06 - Amendments and Modifications

WHEREAS, any amendments or modifications to the CBAs post-execution must follow the procedure outlined in Article VI of this ordinance, ensuring that all changes are properly documented, reviewed, and approved by the required bodies.

Section 8.07 - Effective Date of Agreements

a) Commencement: The CBAs shall become effective immediately upon the date of their execution unless specified otherwise within the agreement.

b) Duration and Renewal: Each CBA shall specify its term of duration and conditions under which it may be renewed to ensure ongoing benefits to the community and adaptability to changing circumstances.

Article IX: Community First Investment and Participation

Section 9.01 - Mandatory Community Investment

WHEREAS, it is essential that all entities, whether private or governmental, looking to engage in development within the Town of Eatonville contribute to the welfare of the community stakeholders before proceeding with any projects; and

WHEREAS, this mandatory investment includes financial contributions, support of local businesses, and direct involvement in community-driven projects that benefit Eatonville's residents, especially those from historically established families.

Section 9.02 - Community-Driven Planning Process

a) Non-Political Involvement: The planning process for any development or municipal project within Eatonville shall be driven by community groups and

stakeholders without direct political influence to ensure that the projects genuinely reflect and fulfill the community's needs.

b) Native Citizen Participation: Entities must involve Eatonville citizens, particularly those who are one generation and older, in all planning processes. This participation should be structured to allow these citizens to have significant input and decision-making power .

c) Empowerment and Protection Protocols: Develop and implement protocols that ensure every project initiated within Eatonville directly empowers and benefits the community. These protocols shall include measures to protect local interests and heritage against undue external influence and ensure sustainable community development.

Article X: Amendments and Protections

Section 10.01 - Amendment Limitations

a) Strict Amendment Criteria: Amendments to this ordinance, particularly those related to community investment and non-political involvement clauses, shall require a higher threshold of approval, ensuring that no changes can be made without extensive community consultation and a supermajority vote from the Oversight Body.

b) Protection from Repeal: Safeguard these provisions by setting barriers to their repeal or dilution, including mandatory community referendums for any proposed substantial changes.

Section 10.02 - Legal Safeguards

a) Legal Defense Fund: Establish a legal defense fund to protect the ordinance and its enforcement from challenges, ensuring that the community's rights and the integrity of the planning process are upheld.

b) Annual Review: Mandate an annual review of the ordinance's effectiveness and the satisfaction of community involvement standards, with potential for adjustments only if they strengthen community protections and benefits.

Article XI: Negotiation Process and Implementation Timeline

Section 11.01 - Initiation of Negotiation

WHEREAS, to initiate the negotiation of a Community Benefits Agreement (CBA), a proposal must first be submitted to the Town Council, which will include preliminary plans and the intended benefits for the community; and

WHEREAS, upon receipt of the proposal, the Town Council, in conjunction with the Community Benefit Advisory Board, will appoint a negotiation team that includes community representatives, legal advisors, and urban planning experts.

Section 11.02 - Data Collection and Analysis

a) Data Collection Period: The negotiation team will have a period of 60 days from the date of appointment to collect necessary data, including community needs assessments, potential impacts of the proposed project, and economic forecasts.

b) Community Involvement in Data Collection: Ensure that data collection methods include community surveys, public forums, and open discussions to gather comprehensive input from all segments of the town's population.

c) Analysis and Report Preparation: Following data collection, an additional 30 days will be allocated for data analysis and the preparation of a detailed report that outlines the findings and recommendations for the CBA terms.

Section 11.03 - Negotiation of Terms

a) Drafting the Agreement: Based on the analysis report, the negotiation team will draft the CBA, addressing key areas such as financial contributions, community development initiatives, environmental considerations, and specific benefits to the townspeople.

b) Review and Adjustments: This draft will be reviewed in consultation with the covered entity and subject to adjustments based on further negotiations, ensuring that the agreement aligns with both the developer's capabilities and the community's best interests.

Section 11.04 - Community Review and Feedback

a) Public Presentation: The draft CBA will be presented to the public, allowing for a 30-day comment period during which townspeople can provide feedback, suggest changes, or endorse the agreement.

b) Incorporation of Feedback: The negotiation team will review the community feedback and make necessary adjustments to the draft CBA to ensure it reflects the residents' preferences and addresses any concerns raised.

Section 11.05 - Final Approval and Implementation

a) Submission to Town Council: The final version of the CBA, incorporating community feedback, must be submitted to the Town Council for approval within 15 days after the community review period ends.

b) Council Decision: The Town Council will have 30 days to review the final CBA and make a decision. Approval requires a majority vote. If approved, the agreement becomes binding on all parties.

c) Implementation Timeline: The CBA shall specify the timeline for the commencement of the project and the phased implementation of community benefits, ensuring timely delivery and accountability.

Section 11.06 - Continuous Monitoring and Reporting

a) Monitoring: An oversight body, as established under previous articles, shall be responsible for the continuous monitoring of the agreement's implementation.

b) Annual Reporting: The covered entity is required to submit annual reports detailing progress on commitments, challenges encountered, and future plans to ensure ongoing compliance and adjustment to evolving community needs.

Article XII: Penalties for Non-Compliance

Section 12.01 - Establishment of Penalties

WHEREAS, to ensure adherence to the terms of the Community Benefits Agreement and to protect the interests of the Town of Eatonville and its residents, penalties for non-compliance will be established as follows:

Section 12.02 - Financial Penalties

a) Immediate Fines: Covered entities found in violation of any stipulation of the CBA shall be subject to immediate financial penalties. The scale of the fines will be proportionate to the nature and severity of the breach, and designed to compensate for the oversight and enforcement costs incurred by the town, as well as to offset any potential adverse impacts on the community.

b) Daily Fines for Continuing Violations: In cases where non-compliance continues beyond an initial finding of a breach, daily fines may accrue until the violation is rectified. This will ensure that there is a continuous financial incentive to return to compliance swiftly.

Section 12.03 - Administrative Penalties

a) Suspension of Approvals: The town may suspend any ongoing approvals or permits related to the project until compliance is restored. This suspension will serve as a deterrent against non-compliance and ensure that no further progress is made on the project while it remains in violation of its obligations.

b) Revocation of Approvals: In severe cases of non-compliance, or when a pattern of violations is evident, the town reserves the right to revoke all previously granted approvals or permits for the project. This revocation would effectively halt the project, requiring the covered entity to undergo the approval process anew, contingent upon proving its commitment to full compliance.

Section 12.04 - Legal Actions

a) Legal Recourse: The town may pursue legal actions against covered entities for breaches that cause significant harm to the community or when financial or administrative penalties are insufficient to remedy the situation. Legal actions may include seeking injunctive relief to stop certain activities, or lawsuits to recover damages and remediation costs.

b) Contractual Remedies: The CBA will include specific contractual remedies that can be invoked in the event of non-compliance, including but not limited to, the right to demand specific performance of contractual obligations or to seek remedies for breaches that impact the town or its residents.

Section 12.05 - Remedial Actions

a) Corrective Plans: In addition to imposing penalties, the town may require the entity found in non-compliance to submit and implement a corrective action plan. This plan must outline the steps the entity will take to return to compliance, the timeline for implementing these measures, and strategies to prevent future violations.

b) Community Restoration: If a violation has led to adverse effects on the community, the covered entity may be required to fund or directly implement community restoration projects as part of its corrective actions.

Section 12.06 - Publication of Violations

a) Transparency: All findings of non-compliance and the corresponding penalties imposed will be made public through the town's official communication channels. This transparency aims to inform the community about enforcement actions and deter potential violations by increasing public awareness of the consequences.

Article XIII: Rent Control Measures

Section 13.01 - Purpose and Intent

WHEREAS, to preserve the affordability of housing in the Town of Eatonville and to prevent the displacement of long-term residents due to rising rental costs, the Town Council hereby enacts these rent control measures; and

WHEREAS, these measures are intended to work in conjunction with the local housing authority to regulate rent increases within the town, ensuring that housing remains affordable for all residents.

Section 13.02 - Definitions

a) Controlled Rental Units: Refers to housing units within the Town of Eatonville that are subject to the provisions of this rent control ordinance.

b) **Base Rent:** The rent amount charged at the time this ordinance becomes effective, which shall serve as the baseline for calculating future rent increases.

c) **Allowable Rent Increase:** The maximum percentage by which rent can be increased annually, as determined by this ordinance.

Section 13.03 - Applicability

This ordinance applies to all rental units in the Town of Eatonville, except for:

a) Newly constructed units that are less than 15 years old.

b) Units that are owned and operated by the government or its agencies.

Section 13.04 - Rent Increase Limitations

a) **Annual Increase Limit:** Landlords shall not increase rent for controlled rental units by more than 3% of the base rent or the percentage increase in the Consumer Price Index (CPI), whichever is lower, per annum.

b) **Hardship Allowance:** Landlords may apply for permission to increase rent beyond the set limits due to proven financial hardships or significant improvements made to the rental units that justify such an increase.

Section 13.05 - Collaboration with Local Housing Authority

a) **Regulatory Oversight:** The local housing authority shall be responsible for overseeing the implementation of rent control measures, including the registration of all controlled rental units, monitoring rent increases, and enforcing compliance.

b) **Tenant and Landlord Education:** The local housing authority will also provide educational resources to both tenants and landlords about their rights and responsibilities under this rent control ordinance.

Section 13.06 - Dispute Resolution

a) **Rent Control Board:** Establish a Rent Control Board, comprised of representatives from the local housing authority, landlords, and tenants, to hear and resolve disputes related to rent increases and other related issues.

b) Appeals Process: Landlords or tenants who disagree with the decisions of the Rent Control Board may appeal to the Town Council for a final decision.

Section 13.07 - Reporting and Review

a) Annual Report: The local housing authority shall submit an annual report to the Town Council detailing the administration of rent control measures, including trends in rent increases, disputes resolved, and recommendations for any adjustments to the ordinance.

b) Periodic Review: The Town Council shall review the effectiveness of the rent control ordinance every five years to determine if adjustments are needed based on housing market conditions and economic factors.

The SB6 Coalition and Sagamore Development Company
Community Benefits Agreement and Memorandum of Understanding

This **COMMUNITY BENEFITS AGREEMENT AND MEMORANDUM OF UNDERSTANDING** (“CBA”) is entered into this 14th day of July 2016 (the “Effective Date”), by and between SAGAMORE DEVELOPMENT COMPANY, LLC, a Maryland limited liability company (“**Developer**”) and the SB6 COALITION (“**SB6**”), acting on behalf of, and for the benefit of, itself and the entities (identified as the “**Organizations**”) listed on Attachment B (the Organizations and SB6 are collectively, the “**Community Representatives**”). SB6 is a partnership comprised of community representatives from Brooklyn, Cherry Hill, Curtis Bay, Lakeland, Mt. Winans, and Westport (the “**Communities**”). Developer and SB6 are sometimes collectively referred to as the “**Parties.**”

RECITALS

- A. Over the next thirty (30) years, the Developer, either directly or through affiliates, is or will be developing a substantial portion of the land located on the South Baltimore peninsula, south of I-95, into a transformative, inclusive and world-class mixed-use, waterfront project, that is proposed to include more than 12 million square feet of building development (the “**New Port Covington**”).
- B. The Developer has acknowledged its intent to collaborate with the Communities, and in consideration, the community leaders of the Organizations representing the Communities formed a partnership, SB6, to negotiate and implement this CBA, which describes the manner in which the Communities will share in the economic, educational, cultural, environmental, and social benefits associated with the New Port Covington and mitigate or prevent any adverse direct, indirect and cumulative impacts of the project on the Communities.
- C. Development of the New Port Covington cannot occur without the creation of the necessary infrastructure, such as streets, roads, sidewalks, water lines, sewerage systems, parks, and conduits for communication (collectively, “**Project Infrastructure**”). The cost of the Infrastructure is estimated at \$1.6 billion, a portion of which will be funded through the use of tax increment financing (“**TIF**”) that will be funded by the future incremental tax revenues generated by the New Port Covington.
- D. The Parties acknowledge that time is of the essence; however, they desire to be thoughtful and deliberate in devising the model, methodology, and/or structure through which the spirit and the letter of the CBA will be carried out. To that end, the Parties set forth in this CBA the framework, principles, and methods of discourse they will use to ensure the implementation of the provisions set forth in this CBA.

AGREEMENT

NOW THEREFORE, SB6 and the Developer incorporate the recitals into this agreement and for and in consideration of mutual promises herein contained agree as follows:

1. **Collaborative.** The Parties agree to form a strong, working coalition for a period of at least thirty (30) years from date of the first TIF bond issuance, which TIF bond issuance shall be a condition precedent to any obligations of Developer hereunder. Said coalition may take a variety of actions in a structure to be created, including but not limited to: (a) the Developer being an advocate with the Communities for city services, business and cultural attractions, and funding from public and private entities; (b) the Developer providing technical assistance on a variety of housing and economic development issues; (c) funding of revitalization of the Communities; and (d) the Communities advocating for the approval of the passage of the master plan and the TIF for New Port Covington. The form of the coalition relative to particular needs identified by SB6 will be decided by the Parties by consensus whenever possible. In any event, the Parties desire for the coalition to be responsive to the evolving community needs and this CBA is in no way meant to limit the Parties' ability to amend a particular form of action as the needs of the Communities shift over time. This CBA and the terms of understanding articulated herein will therefore serve as the basis for such amendments over the course of the term of this CBA. The Parties upon request of the members of the New Entity shall commission and finalize studies of the development of New Port Covington and the Communities to ascertain both the prior impacts and reasonably projected impacts of the actions taken by the coalition to date, as well as actions needed to address those impacts, as requested by the members of the New Entity. The Parties shall work collaboratively to mitigate any negative impacts that are determined to have arisen as a result of the development of the New Port Covington.

2. **New Entity.** The Developer will work with the Communities to create a community development entity (e.g. foundation, community development corporation, or designated fund) (the "**New Entity**") to ensure implementation of this CBA and ongoing work in all of the Communities. The Parties agree to work collaboratively and in good faith to research and evaluate and thereby reach a consensus on the best model to be utilized to carry out the Parties' intent to ensure that the Communities will share in the economic, educational, cultural, environmental, and social benefits associated with the New Port Covington.
 - a. Specifically, the Parties will use an evidence-based approach to determine the appropriate model to be utilized to carry out the Parties' intent. The Parties agree to work collaboratively to identify the location, structure and operating approach of said entity that will best serve the spirit and the letter of the CBA and the Communities.
 - b. The New Entity will have the direct involvement of both the Developer and SB6 in its governance structure and operations.
 - c. The Parties agree to work in good faith to create the New Entity as soon as practicable to ensure that the spirit of this CBA is accomplished.

3. **Needs.** SB6 has identified examples of one-time, on-going, and long-term needs of the Communities, set forth in **Attachment A**, to illustrate the sort of matters it seeks to be addressed by the New Entity (the "**SB6 Priorities**"). The Developer and SB6 intend to

be flexible in their approach to ensuring that the intent of the Parties is accomplished. To that end, the Parties agree to work in good faith to structure the New Entity so as to address both the identified needs and such further needs of the Communities as are identified over time. The Parties are committed to working together to prioritize and refine those needs over the span of the development of the New Port Covington.

4. **Long-Term Funding**. The Developer agrees that as part of the process of funding the New Entity, it will be necessary to identify a renewable and sustainable funding stream, which is planned to include funds from a variety of sources that will grow with the success of the New Port Covington. The Parties acknowledge the importance of assuring the adequate funding of the New Entity to enable the New Entity to carry out the mission and vision for community benefits that the Parties devise. To that end, Developer expects to implement the following mechanisms to establish a renewable and sustainable funding stream, the intent being that the Communities will realize an increasing benefit as New Port Covington achieves success:
 - a. The Developer intends to require that each for-profit user of commercial space (such as retail or office uses) in New Port Covington be required to pay an annual amount into a designated fund. Developer expects to utilize an initial annual charge of \$0.25 per net square foot. Although such amounts will begin at a relatively low level, by the completion of the projected first phase of the New Port Covington around 2021, the annual revenues could potentially exceed \$400,000 per year, and by 2029, could potentially exceed \$1 million per year. The Parties agree to evaluate the economic feasibility of the annual per net square foot charge at the time of each bond issuance and assess whether the annual charge shall be increased or decreased, but in any event the annual charge shall be no less than \$0.15 per net square foot. The Parties further agree that the term, “economic feasibility,” will be defined in mutually agreeable language as part of the New Entity’s organizational documents, e.g., operating agreement or as part of a separate agreement with Developer.
 - b. Following the execution of this CBA, the Developer intends to impose a transfer fee on each sale of real property controlled by Developer in New Port Covington in an amount equivalent to 10% of the amount Baltimore City currently charges as transfer taxes. The Developer will deposit into a designated fund administered by the New Entity the Community’s share of a transfer fee that will be imposed on each sale of real property in New Port Covington.
 - c. Developer agrees that at least 66^{2/3} % of the revenues generated through the above arrangements will be devoted to the designated fund administered by the New Entity, which should generate in excess of \$19,000,000 over 20 years to the New Entity.
5. **Baseline Funding and Additional Funding**. The Developer agrees to provide the baseline funding to support the operation of the New Entity in the amount of \$10,000,000 (the “Baseline Funding”). During the first three years from the effective date of the approval of the TIF legislation by the Baltimore City Council, the Developer

commits to funding the first \$5,000,000 of the Baseline Funding. The first \$1,000,000 will be disbursed upon TIF approval, notwithstanding the condition set forth in Section 1. Subsequent to the initial TIF bond issuance, \$2,000,000 per year will be disbursed on the anniversary of TIF approval in Years Two and Three. During Years Four and Five from the effective date of TIF approval, the Developer will equally disburse the remaining \$5,000,000 of the Baseline Funding. The Parties commit to working collaboratively through the New Entity to achieve a joint goal of raising an additional \$10,000,000 (the "Additional Funding") for the New Entity over the course of the subsequent five years.

- a. **Attachment C** lists additional commitments (the "Additional Baseline Community Commitments") to be implemented by the Developer, describing the specific types of initiatives to be focused upon for the benefit of the identified Community Representatives, and in the amounts described therein.

6. **Representations and Warranties.** Each of the Parties represents and warrants that:

- (a) it has authority to enter into this CBA and carry out the actions and responsibilities contemplated hereunder; and
- (b) the execution, delivery, and performance by such party of this CBA has been duly authorized by all necessary corporate or other action, and this CBA is valid and binding upon, and enforceable against the party in accordance with the applicable terms hereof.

7. **Notice.** Any and all notices, requests, demands or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by electronic mail or facsimile delivery (with confirmation by hard copy), by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof) (notices shall be deemed delivered and effective upon actual receipt as evidenced by written receipt or third party documentation, such as express delivery or electronic mail or facsimile confirmation, or upon refusal of receipt):

- (a) If to Developer:

Sagamore Development Company, LLC
1000 Key Highway East
Baltimore, Maryland 21230
Attn: Marc Weller

With a copy to:

Ballard Spahr LLP
300 E. Lombard Street, Suite 1800
Baltimore, MD 21202

Attn: Mark Pollak

(b) If to SB6:

Lawyers' Committee for Civil Rights Under Law
1401 New York Avenue, Suite 400
Washington, DC 20005
Attn: Diane Glauber

8. **Governing Law.** This CBA and the rights and obligations of the parties hereunder shall be governed by, and construed, interpreted and enforced in all respects in accordance with the laws of the State of Maryland.
9. **Entire Agreement.** This CBA contains the entire agreement of the parties with respect to the subject matter hereof, and any representation, inducement, promise or understanding between the parties with respect to the subject matter of this CBA that is not embodied herein shall be null and void and of no further force or effect.
10. **Amendment.** This CBA may not be modified, amended or otherwise altered except by written amendment executed by the Parties.
11. **Recording.** This CBA shall not be recorded among the land records of Baltimore City.
12. **Binding Effect.** This CBA shall be binding upon, and inure solely to the benefit of, the Parties hereto and their respective successors and their assigns, and is not intended to and does not confer rights to or impose obligations on any third parties.

[Signatures Continue on Next Page]

IN WITNESS WHEREOF, the undersigned has executed this CBA as of the day and year first above written.

DEVELOPER:

SAGAMORE DEVELOPMENT COMPANY, LLC, a Maryland limited liability company

By: 

Name: Marc Weller

Title: President

[Signatures Continue on Next Page]

IN WITNESS WHEREOF, the undersigned has executed this CBA as of the day and year first above written, acting on behalf of, and for the benefit of, itself and the Organizations.

SB-6 COALITION

By: 

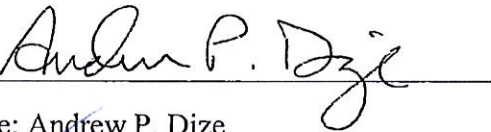
Name: Diane Ingram

Title: Corporation of Concerned Citizens for a Better Brooklyn

By: 

Name: Michael Middleton

Title: Cherry Hill Community Coalition

By: 

Name: Andrew P. Dize

Title: The Community of Curtis Bay Association. Inc

By: 

Name: Pamela Oliver

Title: Lakeland Community Association Partnership

By: 

Name: Ann Robinson

Title: Mt. Winans Community Association

By: 

Name: James Alston

Title: Westport Community Economic Development Corporation

ATTACHMENT A

<u>One time</u>	<u>Ongoing</u>	<u>Long Term</u>
Rec Center/community center Athletic fields Transportation plan Park and playground amenities/upgrades Greening – park plans Business incubator Swimming Pool Library Grocery store Police Substation South Paca Street Park Beautification of streets Lighting in streets and parks Infrastructure assessment Employment connection center Computers/laptops Family health center enhancements Cherry Hill Eagles	Youth Employment/Training Adult Employment/Training Educational investment fund (in school) Community shuttle/better transit Cemetery maintenance National night out against crime (annual event funding) Safe Streets program funding Community events support Development input CTE trades education funding After-school & summer programming Virtual supermarket funding Expansion of main streets programs Business recruitment for Main Streets Baltimore Guardian Angels Annual Prayer Walks BCPD Southern District Collaboration Unit	Funding for youth development Recreational programming funding and Technical Assistance Technical Assistance on housing development/senior housing Affordable housing trust Community land trusts Capacity-building of local Community Development Corporations/creation of new Community Development Corporation Employment center – trading, recruitment Funding for school health Traffic infrastructure assessment and mitigation strategies Live where you work funds Hanover Street becomes a Main Street program member

ATTACHMENT B
COMMUNITY ORGANIZATIONS

Corporation of Concerned Citizens for a Better Brooklyn

Cherry Hill Community Coalition

The Community of Curtis Bay Association, Inc.

Lakeland Community Association Partnership

Mt. Winans Community Association

Westport Neighborhood Association

ATTACHMENT C

ADDITIONAL BASELINE COMMUNITY COMMITMENTS

SB6	Amount	Description
Mobile Health	\$150,000	Mobile Community Clinic
College Scholarships	\$500,000	Scholarships
Total	\$650,000	



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL WORKSHOP
JUNE 04, 2024, AT 06:30 PM
Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discuss Rainbow Hotel & Convention Center Concept.
(Councilman Mack) – **LATE ADDED**

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE Exhibits: <ul style="list-style-type: none">• Flyer• Executive Summary
INTRODUCTIONS		
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: The request is to discuss and hear a presentation on the Rainbow Hotel & Convention Center Concept. ****This item is being presented to Town Council for inclusion on the workshop agenda****

SUMMARY:

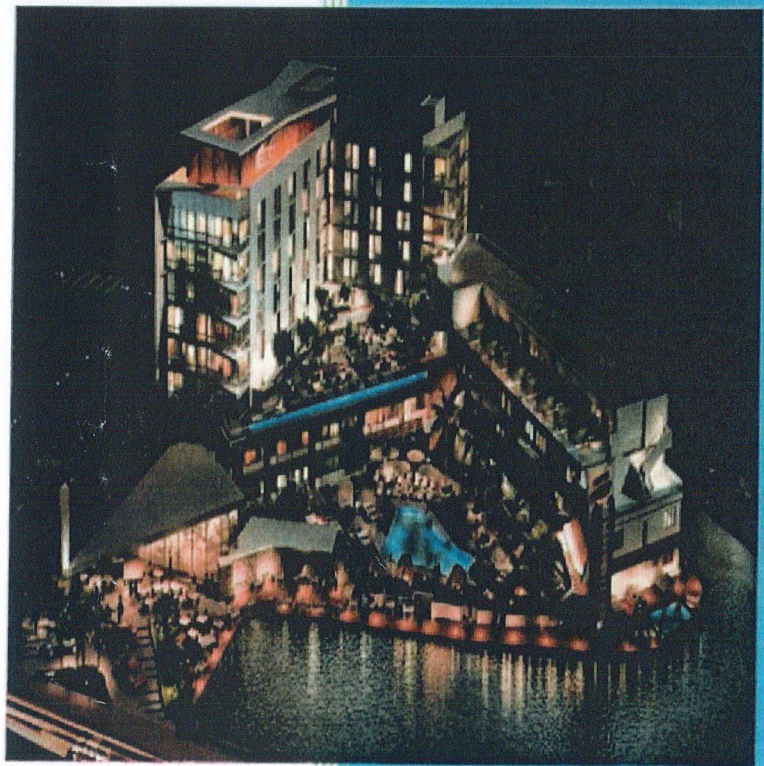
The Rainbow Hotel and Convention Center concept will ensure that tourists and visitors will get an authentic experience of culture from the eyes of the rich history of Central Florida. The Convention Center will tap into the smaller market conventioners which serve 8000 or less organizations. This catalyst project will create an expected total of 75 to 100 new full-time jobs, 40-65 affordable housing condos, multi-family housing and more

RECOMMENDATION: Recommend the Town Council discuss and hear a presentation on the Rainbow Hotel & Convention Center Concept

FISCAL & EFFICIENCY DATA: N/A.

2024

Rainbow Hotel & Convention Center



Rainbow Hotel/Resort provides a mixed used live, work play environment. Featuring 320 rooms, 65 affordable housing condos, retail and convection space, bars and night club, while highlighting history of African/African American history and African American Culture

Brought to you by:

Theo McWhite, KinggMark/Crystal Bertrand

5/30/2024

Executive Summary

Our company has developed a unique themed hotel and convention center concept which encompasses a 320-room hotel, Affordable Housing, celebrating the Town of Eatonville and Central Florida contribution to cultural entertainment and the many artists who frequent the area during the height of the Chitlin Circuit era forward. This hotel and convention center will tap into and expand the 74.5 million visitors the frequent Central Florida annually. The anticipated features of the Rainbow Hotel and Convention Center will be themed flooring reflect the rich history and artist, themed restaurants which capture rich cultural fine dining of Central Florida, entertainment venues which highlight various genres of music and the arts, swimming pool and cabana area, and concierge services.

The African American cultural eExperience concept has distinguishing characteristics which include distinctive exterior and interior design, décor, color scheme and furnishings. Supporting venues like a mixed-use four-story parking garage with flyer-over cross walk to the hotel and convention area will not only address adequate parking for the hotel but will allow daily tourism and visitors a place to shop, dine and play. The incorporation of on-site mixed income condos will support the areas deficiencies in the missing middle housing in Central Florida. Because of the location of the proposed site, we anticipate high visibility and connectivity to our neighboring communities as transportation modules are currently being enhanced to accommodate both pedestrian and motor vehicle needs.

The Rainbow Hotel and Convention Center concept will ensure that tourists and visitors will get an authentic experience of culture from the eyes of the rich history of Central Florida. The convention Center will tap into the smaller market conventioners which serve 8000 or less organizations. This catalyst project will create an expected total of 75 to 100 new full-time jobs, 40-65 affordable housing condos, multi-family housing and more.

We are preparing a conceptual business plan which demonstrates the viability of the themed hotel concept. The group will be conducting a traffic analysis, feasibility studies, economic impact analysis, financial analysis and tourism impact study which will substantiate the need and market. Our development partners and team are excited about this venture which will transform the future of the town of Eatonville and Central Florida.