



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING AGENDA

Tuesday, February 17, 2026 at 7:30 PM

Town Hall - 307 E Kennedy Blvd

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 AND VERIFICATION OF QUORUM

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. APPROVAL OF THE AGENDA

IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)

V. PUBLIC HEARING

A. Approval of **First Reading** of Ordinance 2026-1 Amending Subpart B, “Land Development Code,” Chapter 64, “Zoning,” Article III “Zoning District Regulations,” Chapter 65 “Use Regulations” , Section 65-1 to Permit Duplexes in R- 2 Single Family Residential Zoning Districts (**Councilman Mack**)

VI. CONSENT AGENDA

1. Approval of Town Council Meeting Minutes - February 3, 2026 (**Clerk Office**)

VII. COUNCIL DECISIONS

2. Approval of Resolution 2026-9 Naming the Town of Eatonville CRA as the Sub-Recipient for both HUD Grants (**Councilman Mack**)

3. Approval of Resolution 2026-1 – Adopting A Tourism Master Plan (**Councilman Washington**)

VIII. REPORTS

CHIEF ADMINISTRATIVE OFFICER’S REPORT

TOWN ATTORNEY’S REPORT

TOWN COUNCIL REPORT/DISCUSSION ITEMS

MAYOR’S REPORT

IX. ADJOURNMENT

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****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 MEETING

FEBRUARY 17, 2025, AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of **First Reading** of Ordinance 2026-1 Amending Subpart B, “Land Development Code,” Chapter 64, “Zoning,” Article III “Zoning District Regulations,” Chapter 65 “Use Regulations” , Section 65-1 to Permit Duplexes in R- 2 Single Family Residential Zoning Districts (**Councilman Mack**)

BOARD ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (Councilman Mack)
PUBLIC HEARING 1ST / 2ND READING	YES	Exhibits: <ul style="list-style-type: none">● Staff Report● Previous Drafted Ordinance 2025-7● Ordinance 2026-1● Business Impact Statement
CONSENT AGENDA		
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Request that the Town Council approve the first hearing of Ordinance 2026-1.

SUMMARY: The planning department has been reviewing the Land Development Code and has determined that there is a need to revise R-2 zoning district to permit Duplex’s as of right or a conditional use. An Ordinance is being presented to the town council for approval of first reading Amending the Town’s Land Development Regulations to permit Duplex’s in R-2 Zoning district as provided in a previous Ordinance (2025-7). This Ordinance did not pass the first reading during the December 2, 2025 public hearing. At the February 3, 2026 regular meeting, Councilman Mack requested by motion that the Ordinance be brought back for approval.

RECOMMENDATION: Recommending that the Town Council approve Amending the Town’s Land Development Regulations to permit Duplex’s in R-2 Zoning district as provided in Ordinance 2026-1.

FISCAL & EFFICIENCY DATA: N/A



**TOWN OF EATONVILLE
TOWN COUNCIL BOARD**

Zoning Revisions

DATE: November 21, 2025
TO: Town Council
FROM: Tara Salmieri, AICP (Town Planner Consultant)
SUBJECT: Zoning Revisions

BACKGROUND:

The planning department has been reviewing the Land Development Code and has determined that there is a need to revise R-2 zoning district to permit Duplex's as of right or a conditional use.

ISSUE:

The town's comprehensive plan would permit duplex's in the Residential medium land use category but the zoning district, specifically R-2 only permits detached homes.

ANALYSIS:

November , The Planning and Zoning Board recommended revisions to Chapter 64 and Chapter 65 to include Duplex's in R-2 Zoning.

ORDINANCE NO. 2025- 7

AN ORDINANCE OF THE TOWN OF EATONVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF EATONVILLE, FLORIDA, BY AMENDING SUBPART B, “LAND DEVELOPMENT CODE,” CHAPTER 64, “ZONING,” ARTICLE III “ZONING DISTRICT REGULATIONS,” CHAPTER 65 “USE REGULATIONS” , SECTION 65-1 TO PERMIT DUPLEXES IN R-2 SINGLE FAMILY RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 166, confers upon a local government the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, pursuant to its home rule powers, the Town of Eatonville may regulate land use matters and design standards within the Town limits through the adoption of Land Development regulations; and

WHEREAS, from time to time the Town of Eatonville provides updates and amendments to its Land Development regulations; and

WHEREAS, the Planning and Zoning Board held a public hearing on November 14, 2025, recommended approval of the amendment to permit duplexes in R-2 single-family zoning districts, and found the proposed amendment to be consistent with the Town of Eatonville’s Comprehensive Plan; and

WHEREAS, the Town Council of the Town of Eatonville finds that the amendments to its Land Development Code, as set forth herein, are consistent with the Town of Eatonville’s Comprehensive Plan; and

WHEREAS, the Town Council of the Town of Eatonville has determined that the amendments to its Land Development Code, as set forth herein, advance a public purpose and promote and protect the health, safety, and welfare of the citizens and residents of the Town.

NOW, THEREOFRE, be it ordained by the Town Council of the Town of Eatonville, Florida, as follows:

[Words in ~~strike through~~ type are deletions; words in underscore type are additions; asterisks (***) indicated an omission from the existing text which is intended to remain unchanged.]

SECTION 1. Legislative Findings. The foregoing recitals are hereby adopted as the legislative findings of the Town Council of the Town of Eatonville.

SECTION 2. Amendments. Subpart B, Chapter 64, Section 64-116 “Prohibited Uses,” and Subpart B, Chapter 64, Section 64-418 “Established,” of the Land Development Code, of the Code of Ordinances of the Town of Eatonville, is hereby amended to read as follows:

SUBPART B – LAND DEVELOPMENT CODE

CHAPTER 64 – ZONING

DIVISION 3. – R-2 SINGLE-FAMILY RESIDENTIAL DISTRICT

Sec. 64-110. Purpose and intent.

The purpose of this district is to delineate those areas as defined in the town's comprehensive plan, where existing development and platting patterns dictate low density residential activities that require somewhat less restrictive development regulations than those established for in the R-1 Single-Family Residential District.

DIVISION 14. – DENSITY, INTENSITY, SIZE AND DIMENSION DISTRICT STANDARDS

Sec. 64-418. Established.

The density, intensity, size and dimension standards for each district are as contained in the following table:

District	Min. Lot Width	Min. Lot Area (sq. ft.)	Min. Front Yard	Min. Rear Yard	Min. Both Side Yards	Min. One Side Yard	Min. Corner Side Yard	Minimum Living Floor Area Per Dwelling Unit (sq. ft.)		Max. Building Coverage	Max. Height
								# Bedrooms	Sq. ft.		
R-1 Single Family Residential	75 ft.	7,500	25 ft.	20 ft.	15 ft.	5 ft.	15 ft.	1-2 3 or 2 + den/office 4 or 3 + den/office 5 or more	1,100 1,300 1,600 1,900 (5)	35%	35 ft.
R-2 Single Family Residential	50 ft.	5,000	25 ft.	20 ft.	15 ft.	5 ft.	15 ft.			40%	35 ft.
<u>R-2 Duplex</u>	<u>100 ft.</u>	<u>11,000</u>	<u>25 ft.</u>	<u>20 ft.</u>	<u>15 ft.</u>	<u>5 ft.</u>	<u>15 ft.</u>			<u>40%</u>	<u>35 ft.</u>

R-3 Multi-Family Residential	50 ft.	3 acres (1)	30 ft.	20 ft.	15 ft.	5 ft.	15 ft.	Single-Family Same as R-1 & R-2	40%	40 ft.-%	40 ft.
		2,500 (2)						Efficiency or 1 2 3	600 800 1,200 (4)		
C-1 Planned Office	100 ft.	20,000	15 ft.	20 ft.	30 ft.	5 ft.	20 ft.	None	40%	40 ft.-% 40%	40 ft.
C-2 Planned Office	100 ft.	1 acre	15 ft.	20 ft.	30 ft.	15 ft.	20 ft.	None	40%	60 ft.-% 40%	60 ft.
C-3 General Commercial	50 ft.	5,000	None	20 ft. (3)	None	None	15 ft.	None	65%	48 ft.-% 65%	48 ft.
I-1 Planned Industrial	100 ft.	1 acre	35 ft.	20 ft.	30 ft.	15 ft.	20 ft.	None	50%	48 ft.-% 50%	48 ft.
Lake Weston Overlay District (5)											

¹ Minimum site for additional R-3 Multiple-Family Residential District zoned land.

² Minimum land area per dwelling unit. Maximum density of 17 dwelling units/acre.

³ Through the special exceptions process the rear setback may be reduced to ten feet.

⁴ For each additional bedroom over the maximum herein stated the square footage calculations shall comply with the town's adopted building code and housing code.

⁵ The development standards for the Lake Weston Overlay District adopted in Ord. No 2014-3 as Exhibit C are adopted by reference as if fully incorporated herein and are on file in the town clerk's office.

Chapter 65- Use Regulations

Table 65-1(c): Principal Uses											
P = permitted use SE = allowed use with approval of special exception Blank cell = use is prohibited NP = not permitted (DT HIST)											
Use Category	Use Type	Residential Districts			Non-Residential Districts				Overlays		Use-Specific Standards
		R-1	R-2	R-3	C-1	C-2	C-3	1-1	HD/MX/OFF	DT HIST/CULT	
Residential											
Household Living Uses	Dwelling, single-family detached	P	P							P (1)	
	Dwelling, townhouse			P							

	Dwelling, two-family (duplex)		P	P								
--	----------------------------------	--	---	---	--	--	--	--	--	--	--	--

SECTION 3. Codification. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the Town of Eatonville, as additions or amendments thereto.

SECTION 4. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 5. Conflicts. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION 6. Effective Date. This ordinance shall take effect and be in full force and effect immediately upon its passage and adoption.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed and transmitted upon the first reading on the ___ day of _____, 2025.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed and transmitted upon the second reading on the ___ day of _____, 2025.

Attest:

TOWN OF EATONVILLE

Veronica King, Town Clerk

Angie Gardner, Mayor

ORDINANCE NO. 2026- 1

AN ORDINANCE OF THE TOWN OF EATONVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF EATONVILLE, FLORIDA, BY AMENDING SUBPART B, “LAND DEVELOPMENT CODE,” CHAPTER 64, “ZONING,” ARTICLE III “ZONING DISTRICT REGULATIONS,” CHAPTER 65 “USE REGULATIONS” , SECTION 65-1 TO PERMIT DUPLEXES IN R-2 SINGLE FAMILY RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 166, confers upon a local government the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, pursuant to its home rule powers, the Town of Eatonville may regulate land use matters and design standards within the Town limits through the adoption of Land Development regulations; and

WHEREAS, from time to time the Town of Eatonville provides updates and amendments to its Land Development regulations; and

WHEREAS, the Planning and Zoning Board held a public hearing on November 14, 2025, recommended approval of the amendment to permit duplexes in R-2 single-family zoning districts, and found the proposed amendment to be consistent with the Town of Eatonville’s Comprehensive Plan; and

WHEREAS, the Town Council of the Town of Eatonville finds that the amendments to its Land Development Code, as set forth herein, are consistent with the Town of Eatonville’s Comprehensive Plan; and

WHEREAS, the Town Council of the Town of Eatonville has determined that the amendments to its Land Development Code, as set forth herein, advance a public purpose and promote and protect the health, safety, and welfare of the citizens and residents of the Town.

NOW, THEREOFRE, be it ordained by the Town Council of the Town of Eatonville, Florida, as follows:

[Words in ~~strike through~~ type are deletions; words in underscore type are additions; asterisks (***) indicated an omission from the existing text which is intended to remain unchanged.]

SECTION 1. Legislative Findings. The foregoing recitals are hereby adopted as the legislative findings of the Town Council of the Town of Eatonville.

SECTION 2. Amendments. Subpart B, Chapter 64, Section 64-116 “Prohibited Uses,” and Subpart B, Chapter 64, Section 64-418 “Established,” of the Land Development Code, of the Code of Ordinances of the Town of Eatonville, is hereby amended to read as follows:

SUBPART B – LAND DEVELOPMENT CODE

CHAPTER 64 – ZONING

DIVISION 3. – R-2 SINGLE-FAMILY RESIDENTIAL DISTRICT

Sec. 64-110. Purpose and intent.

The purpose of this district is to delineate those areas as defined in the town's comprehensive plan, where existing development and platting patterns dictate low density residential activities that require somewhat less restrictive development regulations than those established for in the R-1 Single-Family Residential District.

DIVISION 14. – DENSITY, INTENSITY, SIZE AND DIMENSION DISTRICT STANDARDS

Sec. 64-418. Established.

The density, intensity, size and dimension standards for each district are as contained in the following table:

District	Min. Lot Width	Min. Lot Area (sq. ft.)	Min. Front Yard	Min. Rear Yard	Min. Both Side Yards	Min. One Side Yard	Min. Corner Side Yard	Minimum Living Floor Area Per Dwelling Unit (sq. ft.)		Max. Building Coverage	Max. Height
								# Bedrooms	Sq. ft.		
R-1 Single Family Residential	75 ft.	7,500	25 ft.	20 ft.	15 ft.	5 ft.	15 ft.	1-2 3 or 2 + den/office 4 or 3 + den/office 5 or more	1,100 1,300 1,600 1,900 (5)	35%	35 ft.
R-2 Single Family Residential	50 ft.	5,000	25 ft.	20 ft.	15 ft.	5 ft.	15 ft.			40%	35 ft.
<u>R-2 Duplex</u>	<u>100 ft.</u>	<u>11,000</u>	<u>25 ft.</u>	<u>20 ft.</u>	<u>15 ft.</u>	<u>5 ft.</u>	<u>15 ft.</u>			<u>40%</u>	<u>35 ft.</u>

R-3 Multi-Family Residential	50 ft.	3 acres (1)	30 ft.	20 ft.	15 ft.	5 ft.	15 ft.	Single-Family Same as R-1 & R-2	40%	40 ft.-%	40 ft.
		2,500 (2)						Efficiency or 1 2 3	600 800 1,200 (4)		
C-1 Planned Office	100 ft.	20,000	15 ft.	20 ft.	30 ft.	5 ft.	20 ft.	None	40%	40 ft.-% 40%	40 ft.
C-2 Planned Office	100 ft.	1 acre	15 ft.	20 ft.	30 ft.	15 ft.	20 ft.	None	40%	60 ft.-% 40%	60 ft.
C-3 General Commercial	50 ft.	5,000	None	20 ft. (3)	None	None	15 ft.	None	65%	48 ft.-% 65%	48 ft.
I-1 Planned Industrial	100 ft.	1 acre	35 ft.	20 ft.	30 ft.	15 ft.	20 ft.	None	50%	48 ft.-% 50%	48 ft.
Lake Weston Overlay District (5)											

- ¹ Minimum site for additional R-3 Multiple-Family Residential District zoned land.
- ² Minimum land area per dwelling unit. Maximum density of 17 dwelling units/acre.
- ³ Through the special exceptions process the rear setback may be reduced to ten feet.
- ⁴ For each additional bedroom over the maximum herein stated the square footage calculations shall comply with the town's adopted building code and housing code.
- ⁵ The development standards for the Lake Weston Overlay District adopted in Ord. No 2014-3 as Exhibit C are adopted by reference as if fully incorporated herein and are on file in the town clerk's office.

Chapter 65- Use Regulations

Table 65-1(c): Principal Uses P = permitted use SE = allowed use with approval of special exception Blank cell = use is prohibited NP = not permitted (DT HIST)												
Use Category	Use Type	Residential Districts			Non-Residential Districts				Overlays		Use-Specific Standards	
		R-1	R-2	R-3	C-1	C-2	C-3	1-1	HD/M/X/O/F	DT/HIS/T/CU/LT		
Residential												
Household Living Uses	Dwelling, single-family detached	P	P						P (1)			

	Dwelling, townhouse			P						
	Dwelling, two-family (duplex)		<u>P</u>	P						

SECTION 3. Codification. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the Town of Eatonville, as additions or amendments thereto.

SECTION 4. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 5. Conflicts. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION 6. Effective Date. This ordinance shall take effect and be in full force and effect immediately upon its passage and adoption.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed and transmitted upon the first reading on the ___ day of _____, 2026.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed and transmitted upon the second reading on the ___ day of _____, 2026.

Attest:

TOWN OF EATONVILLE

Veronica King, Town Clerk

Angie Gardner, Mayor

EXHIBIT C:

Business Impact Estimate

Proposed ordinance’s title/reference:

AN ORDINANCE OF THE TOWN OF EATONVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF EATONVILLE, FLORIDA, BY AMENDING SUBPART B, “LAND DEVELOPMENT CODE,” CHAPTER 64, “ZONING,” ARTICLE III “ZONING DISTRICT REGULATIONS,” CHAPTER 65 “USE REGULATIONS” , SECTION 65-1 TO PERMIT DUPLEXES IN R-2 SINGLE FAMILY RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Revising the Use Regulations Article is in the best interest of the health, safety and welfare of the public that examined current conditions, Florida Statutory Requirements and made updates consistent with the Comprehensive Plan.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur: \$0
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: \$0
- (c) An estimate of the Town’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs: \$0

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Unknown number of businesses to be impacted by the update; providing a more comprehensive use list may provide a positive impact for economic development opportunities.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses



HISTORIC TOWN OF EATONVILLE, FLORIDA TOWN COUNCIL MEETING

FEBRUARY 17, 2026, AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Town Council Meeting Minutes - February 3, 2026
(Clerk Office)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (CLERK OFFICE) Exhibits: <i>**Forthcoming on or before scheduled meeting</i> COUNCIL MEETING MINUTES: <ul style="list-style-type: none"> February 3, 2026
PUBLIC HEARING 1ST / 2ND READING		
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Request approval of meeting minutes for the Town Council Meetings

SUMMARY: The Town Council Meetings are held on the 1st and 3rd Tuesdays at 7:30 p.m. and are transcribed from the audio archive for approval for the public records.

RECOMMENDATION: Recommend approval of Town Council meeting minutes

FISCAL & EFFICIENCY DATA:N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

FEBRUARY 17, 2026, AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution 2026-9 Naming the Town of Eatonville CRA as the Sub-Recipient for both HUD Grants

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: Town Council
PUBLIC HEARING 1ST / 2ND READING		Exhibits: HUD Grant 2023 Community Project Funding Grant Agreement No. B-23-CP-FL-0378, HUD Grant FY 2024 Community Project Funding Grant Agreement No. B-24-CP-FL-0610
CONSENT AGENDA		
COUNCIL DECISION	X	
ADMINISTRATIVE		

REQUEST: Approval of Resolution 2026 -9

SUMMARY: Eatonville Community Redevelopment Agency is requesting to be designated as the **sub-recipient** for HUD-funded activities carried out under the below-referenced grant agreements that pertain to affordable housing, land acquisition, and redevelopment activities **2023 Community Project Funding Grant Agreement No. B-23-CP-FL-0378**, awarded for the acquisition and development of land supporting affordable housing and community redevelopment objectives; and **FY 2024 Community Project Funding Grant Agreement No. B-24-CP-FL-0610**, awarded for land acquisition, title work, and redevelopment-related activities supporting affordable housing and mixed-use development. All duties of the Town and the Town of Eatonville CRA are spelled out in Section 4 A & B which clearly defines responsibilities of each.

RECOMMENDATION: Approval of Resolution 2026-9 Naming the Town of Eatonville CRA as the Sub-Recipient for both HUD Grant 2023 Community Project Funding pursuant to Grant Agreement No. B-23-CP-FL-0378 and HUD Grant FY 2024 Community Project Funding Grant Agreement No. B-24-CP-FL-0610.

FISCAL & EFFICIENCY DATA: None

RESOLUTION NO. 2026-9

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, ESTABLISHING A UNIFIED OVERSIGHT, COMPLIANCE, AND IMPLEMENTATION FRAMEWORK FOR CERTAIN REDEVELOPMENT AND AFFORDABLE HOUSING INITIATIVES; INCORPORATING AND GOVERNING THE ADMINISTRATION OF FEDERAL COMMUNITY PROJECT FUNDING GRANT AGREEMENTS AWARDED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; DESIGNATING THE EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AS SUB-RECIPIENT AND PRIMARY REDEVELOPMENT OVERSIGHT ENTITY; AFFIRMING AUTHORITY UNDER CHAPTER 163, PART III, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Eatonville (“Town”) is a municipal corporation organized under the laws of the State of Florida and is authorized to receive, administer, and oversee federal, state, and local funding for redevelopment, affordable housing, and community development purposes; and

WHEREAS, the Eatonville Community Redevelopment Agency (“CRA”) was established pursuant to Chapter 163, Part III, Florida Statutes, including Sections 163.340, 163.356, 163.362, and 163.370, and is empowered to plan, coordinate, and carry out redevelopment activities intended to eliminate slum and blight and promote sound community growth; and

WHEREAS, the Town of Eatonville is the Grantee under federal Community Project Funding Grant Agreements administered by the United States Department of Housing and Urban Development (“HUD”), including:

- **FY 2023 Community Project Funding Grant Agreement No. B-23-CP-FL-0378**, awarded for the acquisition and development of land supporting affordable housing and community redevelopment objectives; and
- **FY 2024 Community Project Funding Grant Agreement No. B-24-CP-FL-0610**, awarded for land acquisition, title work, and redevelopment-related activities supporting affordable housing and mixed-use development;

WHEREAS, under the terms of said HUD grant agreements, the Town, as Grantee, retains ultimate responsibility for compliance with all applicable federal requirements, including environmental review, eligibility, reporting, procurement, financial management, recordkeeping, and audit standards; and

WHEREAS, the Town Council finds that the Eatonville Community Redevelopment Agency possesses the administrative capacity, redevelopment expertise, and programmatic alignment necessary to implement HUD-funded redevelopment activities while advancing the purposes of Chapter 163, Part III, Florida Statutes; and

WHEREAS, the Town Council further finds that a unified oversight and compliance framework is necessary to protect federal funding, ensure regulatory compliance, and align HUD-funded activities with the Town’s redevelopment goals;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Federal Grant Agreements. The Town Council hereby incorporates by reference, for governance and compliance purposes, the following HUD Community Project Funding Grant Agreements, including all applicable terms, conditions, and reporting requirements:

1. FY 2023 Community Project Funding Grant Agreement No. B-23-CP-FL-0378; and
2. FY 2024 Community Project Funding Grant Agreement No. B-24-CP-FL-0610.

Section 2. Designation of CRA as Sub-Recipient. The Eatonville Community Redevelopment Agency is hereby designated as the **sub-recipient** for HUD-funded activities carried out under the above-referenced grant agreements that pertain to affordable housing, land acquisition, and redevelopment activities.

Section 3. Allocation of Responsibilities.

A. CRA Responsibilities

The CRA, as sub-recipient, shall be responsible for:

1. Day-to-day implementation of HUD-funded redevelopment activities;
2. Coordination of project milestones and redevelopment outcomes; and
3. Ensuring consistency with the CRA Redevelopment Plan and the purposes of Chapter 163, Part III, Florida Statutes.

B. Town Responsibilities

The Town shall retain responsibility for:

1. Overall grant administration and compliance;
2. Financial management, procurement oversight, reporting, and audit compliance; and
3. Execution of certifications, assurances, and submissions required by HUD.

Section 4. Federal Compliance Safeguard. All activities undertaken pursuant to this Resolution shall be carried out in full compliance with applicable federal laws, regulations, and HUD requirements. No action shall be taken that would impair the Town’s standing as HUD Grantee or jeopardize federal funding.

Section 5. No Assumption of External Contractual Obligations. Nothing in this Resolution shall be construed to create contractual obligations with, or liability for, any third party not expressly authorized by separate Town Council action.

Section 6. Supersession. This Resolution is intended to consolidate and govern prior Town actions relating to HUD grant administration and CRA sub-recipient designation. In the event of conflict, this Resolution shall control.

Section 7. Severability. If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Town Council of the Town of Eatonville, Florida, this
___ day of _____, 2026.

Angie Gardner, Mayor

ATTEST:

Veronica King, Town Clerk

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378**

Grantee Name: Town of Eatonville, Florida
Grantee Address: 307 E. Kennedy Blvd., Eatonville, FL 32751
Grantee's Unique Entity Identifier (UEI): LX8VUL1TQH77
Grantee's Employer Identification Number (EIN): 591023080
Federal Award Identification Number (FAIN): B-23-CP-FL-0378
Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date: 02/17/2023
Period of Performance/Budget Period End Date: 08/31/2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Town of Eatonville, Florida (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,000,000.00 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee’s indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a “non-Federal entity” that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts,

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.

5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports that the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with the instructions found in the document titled "FY2023 Economic Development Initiative Community Project Funding Grant Guide" that accompanies the Grant Agreement.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

Town of Eatonville, Florida

(Name of Organization)

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____

(Signature of HUD Authorized Official)

(Title of HUD Authorized Official)

(Date)

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378**

APPENDIX 1 – Project Narrative

The approved narrative has been appended to the end of the grant agreement.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378**

APPENDIX 2 – Approved Budget

The approved budget has been appended to the end of the grant agreement.

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
-----------------------------	--------------------	------------------

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Instructions for the Grantee’s Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378**

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix III to Part 200 (for Institutions of Higher Education); Appendix IV to Part 200 (for nonprofit organizations); Appendix VII to Part 200 (for state and local governments and Indian Tribes); and Appendix IX to Part 200 (for hospitals).

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee’s payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378**

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee’s written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee’s Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378**

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378**

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

NARRATIVE

Project Scope: B-23-CP-FL-0378: Town of Eatonville: Submission of Required Grant Award Materials Purpose: The Acquisition and Development of Land for Eatonville Affordable Housing Initiative. Attainability of home ownership will be accomplished through the creation of a Community Land Trust.

Project Description - Project Scope: B-23-CP-FL-0378: Town of Eatonville: Submission of Required Grant Award Materials Purpose: The Acquisition and Development of Land for Eatonville Affordable Housing Initiative. Attainability of home ownership will be accomplished through the creation of a Community Land Trust.

Project Address : 308 E. Kennedy Blvd. Eatonville, FL 32751

CPF Funding Description - The Acquisition and Development of Land for Eatonville Affordable Housing Initiative. Attainability of home ownership will be accomplished through the creation of a Community Land Trust. Community Background Across the State of Florida, there is a shortage of rental homes affordable and available to severely impoverished households. These families, characterized by incomes at or below the 30% poverty guideline. This crisis of affordable housing created a burden costing more than half the incomes of the households affected. Many within the Town of Eatonville have resorted to placement in deplorable conditions including families of 4 or more living in an old motel, never meant to house families and certainly not as a permanent residence. The Town of Eatonville is in Orange County, Florida, United States. It is located six miles north of Orlando. According to the past census its population is 2,282. Although it has a separate Township, it is part of Greater Orlando. It was Incorporated on August 15, 1887, as one of the first self-governing all-Black municipalities in the United States. It is now the oldest, black-incorporated municipality in the nation. The Eatonville Historic District has received notoriety as the home of Author Zora Neale Hurston. The actual residence is now known as the Moseley House Museum. In 1990, the town opened its doors to the Zora Neale Hurston Museum of Fine Arts. Every winter the town stages the Zora Neale Hurston Festival of the Arts and Humanities. A library named for her, Ms. Hurston, opened in January 2004. Since its inception the Zora Festival has boasted over 1.5 million visitors to the Town of Eatonville. Two of the local television networks have facilities located within walking distance of Eatonville’s downtown. These stations, WESH and WKCF, serve the Town of Eatonville and are used as catalyst to serve the Orlando television market. The information technology industry is also rising in proximity to the Town of Eatonville. HostDime chose the Wymore Road Location (one of the town’s main thoroughfares) to house a second location and a new franchise headquarters. Law enforcement presence and surety are essential in support of the seven-story facility. This new facility will house HostDime’s 80 U.S.-based employees and three floors of world-class data center space. The facility will also provide amenities to HostDime’s clientele including cage space, private micro data center PODS, on-demand business continuity client offices, and ultra-fast fiber-based 10G internet access. In addition, the facility, which is in the later stages of construction, will feature a 36-foot-high warehouse storage area that clients can use at no charge for temporary storage of their equipment or rent warehouse space long term. Clients of Host

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

Dime will also rely on the security afforded their expensive technological equipment through enhanced police presence, training and engagement. An increased need for affordable housing not only addresses the need for stable housing for those who struggle financially but also sanitary living conditions that have become homeless. Establishing these residential communities increases the sustainability of the Eatonville community and an interdependence to provide housing alternatives for the influx of people wishing to work in the Greater Orlando area. The increasing population has created a need for public safety agencies, to improve police services, interaction with the public, bridge the gap between the citizens and the town's law enforcement. The town of Eatonville is seeking funding through the Congressional Community Project Funding grant program. The funding will help with the implementation of programs that will establish and enhance provision of affordable housing to make home ownership accessible to buyers who would otherwise be unable to buy as well as the overall health and wellbeing of the citizens as a whole. Project Narrative Over the years across the United States there have been issues of economic instability, the COVID-19 global health crisis and The Affordable Housing initiative grant will afford opportunities to build and sustain the community. The Town of Eatonville is pleased to submit this application for funding support through the US Department of Housing and Urban Development Community Project Fund. The Town, although once flourishing, is now threatened to disappear and be annexed into other cities due to inadequate housing and resources. The younger generation is being forced to migrate to surrounding communities as there is a lack of residential space such as apartments, townhomes and houses. In doing so they abandon a portion of their heritage. Eatonville's small size and lower economic status present an uneven playing field in terms of ad valorem taxes and potential financial assistance. Receiving this grant would allow the Town of Eatonville to receive equitable resources and provide comparable levels of support. The use of these grant funds to provide affordable housing will cultivate effective partnerships with residents, and empower residents, business owners, and religious leaders. Access to affordable housing creates a remedy to problems such as healthcare situations. When a family is no longer oppressed by the cost of unattainable housing and no longer must cover excessive monthly housing costs, they can afford more preventative care and spend less on expensive emergency care. Stress related illnesses such as ulcers and anxiety can be alleviated when the stress of unaffordable rent or poor living conditions is removed. This can lead to improved health for families. The lack of affordable housing is an economic issue for not just the families who suffer but the cities as well. Cities that lack affordable housing often become segregated and fail to meet the needs of families living under a variety of circumstances. Those subpar living conditions lead to higher poverty rates and severe distress in poor, segregated neighborhoods. The housing crisis is not just a social issue, it also has a significant impact on the environment. If there are no affordable homes within the area already established as residential, urban sprawl will occur, leading to the loss of natural habitats, increased greenhouse gas emissions, and reduced air and water quality. If we Increase access to affordable housing it will help to boost our economy. Research shows that the shortage of affordable housing costs the American economy about \$2 trillion a year in lower wages and productivity. This impact would be felt on a much larger scale for a small community such as ours,

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
Federal Estimated Funding	\$2,000,000.00
Applicant Estimated Funding	\$.00
State Estimated Funding	\$.00
Local Estimated Funding	\$.00
Other Estimated Funding	\$.00
Program Income Estimated Funding	\$.00
Total	\$2,000,000.00

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding
Land Purchase/Acquisition & Development	\$2,000,000.00
Total	\$2,000,000.00



**HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING**

FEBRUARY 17, 2026, AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution 2026-1 – Adopting A Tourism Master Plan
(Councilman Washington)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (Councilman Washington)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: **Refer to Workshop Documents <ul style="list-style-type: none"> ● Resolution 2026-1 ● Tourism Master Plan
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: The Town Administration and Community Redevelopment Agency requests that the Town Council approve the Town of Eatonville Tourism Master Plan to establish a comprehensive, policy-driven framework for heritage, cultural, performing arts, and event tourism development within the Town of Eatonville.

SUMMARY: The Town of Eatonville Tourism Master Plan (2026-2031) provides a strategic roadmap to position Eatonville as a nationally significant heritage, cultural, and performing arts tourism destination, while aligning tourism initiatives with Florida Statutes § 125.0104 and Orange County Tourist Development Tax (TDT) eligibility requirements.

The plan identifies catalytic projects such as the Club Eaton Performing Arts & Cultural Entertainment Event Center, expanded festivals, year-round programming, destination marketing, and supporting infrastructure designed to generate measurable visitation, overnight hotel stays, and countywide economic impact. Adoption of the plan formally establishes tourism as an economic development strategy and positions the Town to pursue TDT, grant, and partnership funding.

RECOMMENDATION: Approval of Resolution 2026-1 Adopting the Town of Eatonville Tourism Master Plan (2026-2031).

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION 2026-01

A RESOLUTION OF THE TOWN OF EATONVILLE TOWN COUNCIL ADOPTING THE TOWN OF EATONVILLE TOURISM MASTER PLAN (2026–2031); ESTABLISHING TOURISM AS A STRATEGIC ECONOMIC DEVELOPMENT PRIORITY; AUTHORIZING IMPLEMENTATION AND COORDINATION WITH ORANGE COUNTY AND TOURISM PARTNERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Eatonville is one of the first self-governing African American municipalities in the United States and possesses nationally significant historical, cultural, and literary assets; and

WHEREAS, heritage, cultural, performing arts, and event tourism represent a sustainable economic development opportunity for the Town of Eatonville and the greater Orange County region; and

WHEREAS, Florida Statutes §125.0104 authorize the use of Tourist Development Tax revenues for tourism promotion, cultural and performing arts facilities, event tourism, and capital projects that induce overnight visitation; and

WHEREAS, the Town of Eatonville Tourism Master Plan (2026–2031) provides a comprehensive, data-driven framework to guide tourism development, capital investment, destination marketing, governance, and accountability; and

WHEREAS, the Tourism Master Plan identifies catalytic projects, including the Club Eaton Performing Arts & Cultural Entertainment Event Center, expanded festivals, year-round programming, and supporting infrastructure designed to generate measurable visitation and hotel room nights throughout Orange County; and

WHEREAS, adoption of the Tourism Master Plan positions the Town of Eatonville to coordinate with Orange County, Visit Orlando, state agencies, and other partners to pursue tourism funding and implementation;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE:

SECTION ONE: ADOPTION. The Town Council of the Town of Eatonville hereby **adopts the Town of Eatonville Tourism Master Plan (2026–2031)** as an official policy document guiding tourism development, promotion, and investment within the Town.

SECTION TWO: IMPLEMENTATION & AUTHORIZATION. The Town Council authorizes the Town Administration, Community Redevelopment Agency, and designated partners to implement the Tourism Master Plan, pursue eligible tourism funding opportunities, and coordinate with Orange County, Visit Orlando, and other tourism stakeholders consistent with the Plan.

SECTION THREE: CONFLICTS. All resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION FOUR: SEVERABILITY. If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional, such finding shall not affect the validity, force, or effect of the remaining provisions.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

Angie Gardner, Mayor

ATTEST:

Veronica King, Town Clerk

JANUARY 6, 2026



TOWN OF EATONVILLE TOURISM MASTER PLAN

2026–2031 (TDT-Aligned)

MICHAEL JOHNSON
TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY
307 E. KENNEDY BLVD EATONVILLE, FL 32751

TABLE OF CONTENT

I.	Executive Summary	2
II.	Destination Context & Market Position	2
III.	Market Analysis & Target Visitors	3
IV.	Tourism Assets Inventory	3
V.	Tourism Development Goals	4
VI.	Product Development Strategy	4
VII.	Marketing, Branding & Promotion	5
VIII.	Events & Programming Strategy	5
IX.	Tourism Infrastructure & Capital Improvements	5
X.	Governance & Management	6
XI.	Measurement, Reporting & Accountability	6
XII.	Five-Year Tourism Action Plan (2026–2031)	6
XIII.	Sustainability & Risk Management	7
XIV.	Conclusion	7
XV.	Appendix A: Key Questions & Answers (Summary)	10

Town of Eatonville Tourism Master Plan 2026–2031 (TDT-Aligned)

1. Executive Summary

1.1 Purpose

This Tourism Master Plan establishes a comprehensive, implementation-ready framework to position the Town of Eatonville as a nationally recognized heritage, cultural, and performing arts tourism destination. The plan is explicitly aligned with **Florida Statutes §125.0104** and **Orange County Tourist Development Tax (TDT) policy**, ensuring that proposed projects, programs, and investments are eligible for tourism funding and produce measurable countywide tourism benefits.

1.2 Vision

Eatonville will be a premier destination for African American heritage, literary history, and cultural performing arts—offering year-round, visitor-facing experiences that generate overnight stays, tourism spending, and brand value for Orange County.

1.3 TDT Alignment Statement

All strategies in this plan support one or more of the following TDT-eligible purposes:

- Tourism promotion and marketing
 - Tourist-oriented capital facilities
 - Cultural and performing arts venues
 - Event tourism
 - Convention and meetings enhancement
 - Projects that induce overnight visitation
-

2. Destination Context & Market Position

2.1 Historical & Cultural Significance

Eatonville is one of the first self-governing African American municipalities in the United States and the hometown of Zora Neale Hurston. This national significance forms the foundation for Eatonville's tourism value.

TDT Nexus: Cultural heritage tourism is an eligible tourism purpose when it is packaged, marketed, and programmed to attract visitors.

2.2 Role Within Orange County Tourism

Eatonville complements—not competes with—Orlando’s theme park and convention economy by providing authentic, place-based cultural experiences that extend visitor length of stay.

TDT Nexus: Diversification strengthens Orange County’s destination competitiveness and supports hotel demand countywide.

3. Market Analysis & Target Visitors

3.1 Target Segments

- Cultural & heritage travelers
- Literary tourism audiences
- Arts & music tourists
- Educational and academic groups
- Convention and meeting attendees (off-site experiences)

3.2 Visitor Characteristics

- Higher-than-average daily spend
- Multi-day stays
- Strong interest in ticketed events and festivals

TDT Nexus: These segments are proven generators of overnight stays and tourism spending.

4. Tourism Assets Inventory

4.1 Existing Assets

- Club Eaton (historic performance venue)
- Zora Neale Hurston National Museum of Fine Arts
- Moseley House Museum
- ZORA! Festival

4.2 Planned & Catalytic Assets

- Club Eaton Performing Arts & Cultural Entertainment Event Center
- Heritage walking trails and interpretation
- Expanded festival and performance programming

TDT Nexus: Museums, cultural facilities, and performing arts venues are eligible tourist-oriented capital facilities.

5. Tourism Development Goals

1. Increase out-of-county visitation
2. Generate measurable overnight hotel stays
3. Expand year-round tourism activity
4. Strengthen Orange County's cultural tourism brand

TDT Nexus: Goals directly align with statutory intent of TDT to promote tourism and lodging demand.

6. Product Development Strategy

6.1 Performing Arts & Cultural Facilities

- Adaptive reuse of Club Eaton
- Professional staging, acoustics, and visitor amenities

TDT Nexus: Performing arts facilities and cultural venues are TDT-eligible capital projects.

6.2 Event Tourism

- Ticketed concerts, literary weekends, festivals
- Annual signature events beyond ZORA!

TDT Nexus: Event tourism is a primary driver of hotel stays and measurable ROI.

7. Marketing, Branding & Promotion

7.1 Destination Brand

Eatonville will be branded as the cultural and literary heart of African American heritage in Central Florida.

7.2 Partnerships

- Visit Orlando
- Orange County Convention Center (off-site experiences)
- State and national heritage organizations

TDT Nexus: Destination marketing and promotion are core TDT purposes.

8. Events & Programming Strategy

8.1 Signature Events

- Expanded ZORA! Festival
- Club Eaton music and performance series

8.2 Year-Round Programming

- Monthly ticketed performances
- Educational and cultural workshops

TDT Nexus: Recurring events create predictable visitation and hotel demand.

9. Tourism Infrastructure & Capital Improvements

9.1 Priority Projects

- Club Eaton restoration and activation
- Visitor orientation and wayfinding
- Streetscape and placemaking enhancements

TDT Nexus: Capital improvements that directly support tourism are eligible uses of TDT.

10. Governance & Management

- Town of Eatonville: policy and coordination
- Nonprofit operators: facility and program management
- Orange County / Visit Orlando: marketing and sales

TDT Nexus: Professional management and accountability are required for TDT-funded projects.

11. Measurement, Reporting & Accountability

KPIs

- Annual visitors
- Visitor origin
- Event attendance
- Hotel room nights generated

TDT Nexus: Measurable outcomes are essential for continued TDT eligibility.

12. Five-Year Tourism Action Plan (2026–2031)

Year 1–2

- Complete Club Eaton restoration
- Launch baseline data collection
- Expand ZORA! Festival programming

Year 3

- Introduce year-round performance series
- Formalize convention group offerings

Year 4

- Develop heritage walking trails
- Increase national marketing reach

Year 5

- Achieve stabilized operations
- Demonstrate sustained hotel-night generation
- Prepare next-phase TDT capital requests

TDT Nexus: Phased implementation ensures readiness, feasibility, and ROI.

13. Sustainability & Risk Management

- Diversified revenue streams (tickets, sponsorships, grants)
- Scalable programming
- Conservative attendance projections

TDT Nexus: Financial sustainability protects public investment.

14. Conclusion

The Town of Eatonville Tourism Master Plan (2026–2031) represents a comprehensive, data-driven, and statutorily aligned strategy to position Eatonville as a nationally significant heritage, cultural, and performing arts tourism destination. The plan integrates capital development, event tourism, destination marketing, governance, and accountability into a single, cohesive framework that directly supports Orange County’s tourism objectives.

Through catalytic projects such as the **Club Eaton Performing Arts & Cultural Entertainment Event Center**, expanded festivals, year-round programming, and targeted marketing, Eatonville is positioned to generate measurable increases in visitation, overnight hotel stays, and tourism-related spending across Orange County.

From a Tourist Development Tax (TDT) perspective, this plan:

- Meets all eligibility requirements under **Florida Statutes §125.0104**
- Prioritizes tourist-oriented capital facilities and event tourism
- Demonstrates strong return on investment through cost-per-visitor and cost-per-room-night metrics
- Uses conservative, moderate, and aggressive performance scenarios to manage risk

- Provides clear performance metrics, reporting protocols, and governance structures

Integrated Performance & ROI Summary

Five-Year (Moderate Scenario) Projections:

- Total visitors: ~118,000
- Annual stabilized visitors (by 2029): ~35,000
- Annual stabilized hotel room nights (by 2029): ~32,000

Return on Investment Metrics:

- Estimated 5-year TDT investment: ~\$5.0 million
- Cost per hotel room night: ~\$48
- Cost per visitor: ~\$42

These metrics compare favorably to many large-scale tourism capital projects, which often exceed \$100–\$150 per hotel room night and \$80–\$120 per visitor.

Scenario Planning (Risk Management)

- **Conservative Scenario:** ~25,000 visitors / ~22,000 hotel room nights annually by 2029
- **Moderate Scenario (Baseline):** ~35,000 visitors / ~32,000 hotel room nights annually by 2029
- **Aggressive Scenario:** ~45,000 visitors / ~40,000 hotel room nights annually by 2029

The phased approach outlined in this plan allows Orange County and the Town of Eatonville to scale investment and programming based on actual performance.

Five-Year Tourism Action Plan (Summary)

Years 1–2 (Foundation):

- Complete Club Eaton restoration and activation
- Expand ZORA! Festival programming
- Launch baseline tourism data collection
- Formalize Visit Orlando and hotel partnerships

Year 3 (Expansion):

- Launch year-round performing arts series
- Introduce convention and group tourism programming
- Expand regional and national marketing

Years 4–5 (Stabilization & Growth):

- Implement heritage walking trails and placemaking
- Strengthen national cultural branding
- Demonstrate sustained hotel-night generation
- Prepare next-phase TDT capital and programming requests

Governance & Accountability

Implementation of this plan will be guided by strong public-private partnerships, professional nonprofit operations, and annual reporting to Orange County. Performance metrics—including attendance, visitor origin, hotel room nights, and economic impact—will be reported annually to ensure transparency and continued eligibility for TDT investment.

Final Statement

Adoption of this Tourism Master Plan positions Eatonville as a **countywide tourism asset**, strengthens Orange County’s cultural tourism portfolio, and delivers high-impact tourism outcomes at a modest public investment. The plan provides Orange County with a clear, defensible, and performance-based framework for strategic TDT investment that supports long-term tourism sustainability and economic development.

Appendix A: Key Questions & Answers (Summary)

1. What is the primary purpose of the Eatonville Tourism Master Plan?

Answer:

The purpose of the plan is to position Eatonville as a **nationally recognized heritage, cultural, and performing arts tourism destination** while ensuring that all tourism investments are **statutorily eligible for Tourist Development Tax (TDT) funding** and generate **measurable overnight visitation and economic return** for Orange County.

2. How does this plan directly align with Florida Statutes and Orange County TDT policy?

Answer:

Every section of the plan is tied to **Florida Statutes §125.0104**, which authorizes TDT use for tourism promotion, cultural and performing arts facilities, event tourism, and capital projects that induce overnight stays. The plan prioritizes **tourist-oriented capital facilities, ticketed events, destination marketing, and convention enhancement**, all of which are established eligible uses.

3. Why should Orange County invest TDT dollars in Eatonville rather than larger tourism areas?

Answer:

TDT works best as a diversified portfolio. Eatonville delivers **high return on investment at a modest capital cost**, with projected **costs of approximately \$48 per hotel room night and \$42 per visitor**, which is significantly lower than many large-scale tourism projects. It adds authenticity, cultural depth, and year-round demand without competing with existing assets.

4. How does the plan generate overnight hotel stays if Eatonville has limited lodging?

Answer:

TDT does not require lodging to be located within the host municipality. The plan focuses on **event-driven and cultural tourism** that induces visitors to stay in hotels throughout Orange County. The plan includes **hotel partnerships, event packaging, and visitor tracking** to document hotel-night generation countywide.

5. What are the projected tourism outcomes of this plan?

Answer:

Under the **moderate scenario**, the plan projects:

- Up to **35,000 annual visitors by 2029**
- Approximately **32,000 hotel rooms nights annually**
- An estimated **\$5.76 million per year in lodging revenue**, based on conservative ADR assumptions

These projections are phased, measurable, and supported by event programming and cultural facilities.

6. What is the role of Club Eaton within the Tourism Master Plan?

Answer:

Club Eaton is the **catalytic anchor project** of the plan. It will operate as a **performing arts and cultural entertainment event center**, hosting ticketed performances, festivals, and convention-related programming. It transforms a historic asset into a **year-round tourism generator** that supports all major TDT drivers.

7. How does the plan manage risk and avoid overestimating tourism demand?

Answer:

The plan uses **conservative, moderate, and aggressive scenarios**, allowing Orange County to evaluate performance under different demand conditions. Investments are **phased**, not front-loaded, and performance is tracked annually so adjustments can be made based on real visitation and hotel-night data.

8. How will success be measured and reported?

Answer:

Success will be measured through:

- Visitor attendance and ticket sales
- Visitor origin data
- Event utilization
- Hotel room nights generated

- Economic impact indicators

Annual reporting ensures transparency, accountability, and ongoing TDT eligibility.

9. How does this plan benefit Orange County as a whole, not just Eatonville?

Answer:

Tourists experience Orange County as a region, not by municipal boundaries. Eatonville enhances the county's **cultural tourism brand**, extends visitor length of stay, supports hotels and restaurants across the county, and strengthens Orange County's national credibility as a diverse, world-class destination.

10. What decision is being requested from policymakers?

Answer:

The request is to **adopt the Eatonville Tourism Master Plan**, recognize it as a **county-aligned tourism strategy**, and support **phased, performance-based TDT investment** in eligible cultural, performing arts, and event tourism projects that deliver measurable returns.

Contact Michael Johnson, Executive Director
Town of Eatonville Community Redevelopment Agency (TOE CRA)
307 E. Kennedy Blvd
Eatonville, FL 32751
407-623-8917
407-623-8919
mjohnson@townofeatonville.org