



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR COUNCIL MEETING AGENDA

Tuesday, December 17, 2024, at 7:30 PM

Town Hall - 307 E Kennedy Blvd

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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. PRESENTATIONS AND RECOGNITION**

A. Duke Energy Neighborhood Energy Saver Program (**Administration**)

**V. CITIZEN PARTICIPATION (Three minutes strictly enforced)**

**VI. CONSENT AGENDA**

1. Approval of Town Council Meeting Minutes (**Clerk Office**)

2. Approval of Resolution 2024-23, Appointment of Alternate Board Member to the Historic Preservation Board (**Clerk Office**)

3. Approval of the Engineering Program Manager for the FDEP Water and Sewer Improvements Project. (**Public Works**)

**VII. COUNCIL DECISIONS**

**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

DECEMBER 17, 2024, AT 7:30 PM

Cover Sheet

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

**ITEM TITLE:** Duke Energy Neighborhood Energy Saver Program (**Administration**)

**TOWN COUNCIL ACTION:**

|  |     |  |
|--|-----|--|
| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | YES | Department: ADMINISTRATION   |
| PUBLIC HEARING 1ST / 2ND READING         |     | <b>Exhibits:</b> <ul style="list-style-type: none"><li>The Neighborhood Energy Saver Program</li></ul> |
| CONSENT AGENDA                           |     |  |
| COUNCIL DECISION                         |     |  |
| ADMINISTRATIVE                           |     |  |

**REQUEST:** Request for the Town Council to listen to a presentation by Duke Energy

**SUMMARY:** Duke Energy's Neighborhood Energy Saver Program is a groundbreaking initiative designed to help low-income households reduce energy consumption and lower energy bills. By providing free energy-saving improvements, we are committed to making a positive impact on your community.

Neighborhood Selection: We identify eligible neighborhoods based on income and energy usage data.  
Home Assessments: Certified energy professionals conduct in-home assessments to identify potential energy-saving opportunities.

Free Upgrades: We install a variety of energy-efficient upgrades, including advanced power strips Energy-efficient lighting Water-saving devices Insulation And more.

Education and Empowerment: We provide personalized energy education and tips to help you continue saving energy.

Benefits of the Program: Lower Energy Bills: Reduce your monthly energy costs and save money. Increased Home Comfort: Enjoy a more comfortable and energy-efficient home. Environmental Impact: Help reduce greenhouse gas emissions and protect the environment. Community Empowerment: Join a growing community of energy-conscious residents.

**RECOMMENDATION:** Recommend for the Town Council to listen to a presentation by Duke Energy

**FISCAL & EFFICIENCY DATA:** N/A



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### DECEMBER 17, 2024, 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 (Clerk Office)

**TOWN COUNCIL ACTION:**

|   |     |   |
|---|-----|---|
| <b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>                   |     | <b>Department:</b> LEGISLATIVE (CLERK OFFICE)   |
| <b>PUBLIC HEARING<br/>1<sup>ST</sup> / 2<sup>ND</sup> READING</b> |     | <b>Exhibits: (Council Meeting Minutes:</b><br>- Council Meeting Minutes, October 1, 2024, 7:30 p.m. |
| <b>CONSENT AGENDA</b>   | YES |   |
| <b>COUNCIL DECISION</b>   |     |   |
| <b>ADMINISTRATIVE</b>   |     |   |

**REQUEST:** Approval of meeting minutes for the Town Council Meeting held on October 1, 2024, at 7:30 p.m.

**SUMMARY:** The Town Council Meeting was held on the 1<sup>st</sup> Tuesday, October 1, 2024, at 7:30 p.m. Minutes were transcribed from the audio archive for approval for the public records.

**RECOMMENDATION:** Approval of October 1, 2024, Town Council meeting minutes.

**FISCAL & EFFICIENCY DATA:** N/A



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR COUNCIL MEETING

### MEETING MINUTES

Tuesday, October 1, 2024, at 7:30 PM

Town Hall – 307 E. Kennedy Boulevard. 32751

**SPECIAL NOTICE:** These meeting minutes are presented in an abbreviated format intended as a public record discussion of stated meeting according to the Florida's Government-in-the-Sunshine law. Meetings are opened to the public, noticed within reasonable advance notice, and transcribed into minutes for public record. *\*\*Audio Recording are available through the Town's website on the Council Agenda Page.*

#### CALL TO ORDER AND VERIFICATION OF QUORUM:

Mayor Gardner called the meeting to order at 7:30 p.m. and a quorum was established by Mrs. King

**PRESENT:** (4), Mayor Angie Gardner, Vice Mayor Theo Washington, Councilman Rodney Daniels, Councilwoman Wanda Randolph (**Absent:** Councilman Tarus Mack)

**STAFF:** (6) Demetrius Pressley, **Chief Administrator Officer**, Veronica King, **Town Clerk**, Clifford Shepard, **Town Attorney**, Chief Stanley Murray, **EPD**, Cobbin McGee, **Planning**, Brittani Gragg, **Executive Assistant**

#### INVOCATION AND PLEDGE OF ALLEGIANCE:

Rev. Critton led the Invocation followed by the Pledge of Allegiance

**APPROVAL OF THE AGENDA:** Mayor Gardner Motions to **APPROVE** the meeting agenda; **Moved by** Councilman Daniels; **Second by** Councilwoman Randolph; **AYE: ALL, MOTION PASSES.**

#### CITIZEN PARTICIPATION – (3)

**Charles Bargaineer** – Expressed concerns about moving the Board of Adjustment to the responsibility of the Planning and Zoning, not considering the time of those who serve on the planning and zoning board, because there is nothing on the docket for the Board of Adjustment, there still needs to be meetings set up for education. The Planning and Zoning Board members will have double the work if responsible for Planning and Zoning and Board of Adjustments, believes it is a conflict with no checks and balances. It would be good if the council could appoint someone on the board or recommend someone to the board. Identified problems: the lack of activities on these different boards, the need for training, and must consider the people's time. Request to table this item. There needs to be more assertive efforts to ensure all functioning boards are in place.

**Joyce Irby** – Desire to be an advocate by constantly bringing up issues about how people are hired, what are the qualifications. There are unqualified who get paid more than police officers. There is written evidence about Mr. Washington that needs to be addressed. People cannot be hired and promoted after things are brought up about them. Ms. Simmons wrote in a letter that Mr. Washington has made disparaging remarks to female employees about Councilwoman Randolph in an unprofessional manner, disparaging remarks about anyone on this council and at work should not be made. There were tablets that Mr. Daniels donated in 2023 that the kids were never allowed to use. He also talked in a disparaging way about Dr. Finley stating that he would ensure she never works in this town again, also stating how he does not know how she can keep a man sexually engaged with her attitude. This needs to be addressed and I intend to keep coming back, bringing more witnesses until this is addressed.

**Angela Johnson** - Inquired about the Records Clerk's Position, referenced the proposed budget, 2 percent COLA (one-time payment), the salary for the records part-time position with a proposed salary of \$19,320, understanding the need to attract competent, skilled individuals, clarity is being requested. There were some expressed concerns about the request for an increase in the part-time salary. The town's budget is tight, which

is why it was decided to only do a 2 percent COLA. Where is the additional money coming from? What does the contingency look like? What do the town's reserves look like? Believe there is a disservice to the residents of this town. There is a fiduciary responsibility for the town's assets. Questions: Although the position has been advertised with approval to be posted, what is the need? Do not make a decision quickly, look at the numbers and the details.

## **PUBLIC HEARING**

### **Approval of Second Reading of Ordinance 2024-6 – Creating Chapter 38, Article VIII, Operating Golf Carts on Designated Town Streets (Preamble Read by Town Clerk)**

**Public Comments:** Joyce Irby - Who has golf carts, is this for somebody that is coming into the town (This is for golf carts in certain areas of the town). Angela Johnson – Questions: How do you manage movement from the west end of the town to the east of the town without a lot of conflict? Will flashers be used indicating cross areas? If the town is having to consider additional infrastructure, where in the budget will the cost be covered? I do live in a neighborhood where golf carts are seen, it is a wonderful idea, also have observed more individuals on a golf cart than what the cart allows on them. See them in the evenings, which is creating a hazard, an accident waiting to happen. Do appreciate the ordinance being brought forward, but request clarification on how it will be managed. Conversation: it is a work in progress, the goal is to effectively come up with a program that requires registration at the police department where training will be provided. The registrants will be held responsible to whom they allow to drive the golf cart. Ticketing and violations lead to offenses. The main goal is education, training, and enforcement. Eatonville Police Department (EPD) will have to handle multiple golf carts traveling down Kennedy and will deal with it accordingly. It is not the desire to have an environment where the police have to bodyguard everything. EPD will work with the residents and give the necessary training, it can work. Everyone will have to work together. The police cannot do it all. The citizens have to help govern themselves, which will allow EPD to reinforce and support the people. We will do an informational session, still working with legal on the details. Will have to meet with traffic engineering on what types of safety equipment can be used, there will be associated cost. Use of the yellow cones further down and repainting the crosswalks will caution others to stop for pedestrians when they drive through, signage is the key.

**Mayor Gardner Motions** to **APPROVE** Second Reading of Ordinance 2024-6 – Creating Chapter 38, Article VIII, Operating Golf Carts on Designated Town Streets; **Moved by** Councilman Daniels; **Second by** Vice Mayor Washington; **AYE: ALL, MOTION PASSES.** **Council Comments:** This item was first brought to the council around the end of Spring (May June), do not see in the information provided boundaries for transportation and use of these golf carts on the roads and streets within Eatonville. Have boundaries been established, The council set the boundaries that will be placed in the ordinance. The boundaries for the speed are set by law, the speed limit on Kennedy would be. The ordinance was discussed in a workshop open to the public and the hearings are for the public hearings the ordinance. Suggest a community workshop be provided for training and education informing everyone about what is being done and to receive feedback. doing or whatever, just to kind of get more feedback. You can own a golf cart but cannot ride them on the streets. The goal is for the council to decide whether to implement or not implement this ordinance. Golf carts have not been seen and targeted by the police department to address. The paperwork and program design are currently being handled by legal. The community meeting will take place if ordinance is approved. If not approved, it would put the police in a targeting situation on this matter when this ordinance could address this issue overall. The goal of Chief Murray is to support what the council brings to the table from a law standpoint, EPD is willing to get involved. One of the reasons for this ordinance is to ensure individuals abide by the speed limits. Need to look into whether a state registered golf cart still must register with the Town of Eatonville. The goal of coming through the town was to provide consistency in what the council desire those with golf carts to do and receive training. Some might be street legal with a tag registered through the state. The town will provide a sticker decal. There will be an annual fee and a one-time fee of \$25.00 with a renewal fee of \$15.00. The ordinance gives the policing an engine to be able to do it the right way, it is a key component of any type of community policing as you want to have interaction before violations occur. For the second reading, boundaries

will need to be attached or a statement that says this applies to all the streets in the jurisdictional limits of the town, cannot set rules for streets that do not belong to the town. The council would like to include all jurisdictional street within the Town of Eatonville. **Mayor Gardner calls for the question;** **AYE:** Mayor Angie Gardner, Vice Mayor Theo Washington, Councilman Rodney Daniels, **NAYE:** Councilwoman Wanda Randolph, **MOTION PASSES.**

**Approval of First Reading of Ordinance 2024-7 – Discussion of Ordinance on Camping on Public Property and Right of Way in the Town of Eatonville (Preamble Read by Town Clerk)**

**Public Comments:** None.

**Mayor Gardner Motions** to **APPROVE** the First Reading of Ordinance 2024-7 – Discussion of Ordinance on Camping on Public Property and Right of Way in the Town of Eatonville; **Moved by** Councilman Daniels; **Second by** Vice Mayor Washington; **AYE: ALL, MOTION PASSES. Council Comments:** None.

**Approval of Approval of First Reading of Ordinance 2024-8 Dissolving The Board of Adjustment (Pressley)** - For the record, having a person from the planning board serve on the board cannot happen because they are on the other board, if it is the desire to keep the board, there is a resident that is willing to apply and serve on that board, so this may be a solution. (Legal) There is not a lot of activity with the Board of Adjustments. Other communities have done what is being proposed by taking the Board of Adjustment appeals and duties and merging them into the Planning Board who is more active and already met regularly on other issues, they are more familiar with meeting procedures, sunshine, and public records. **(Preamble Read by Town Clerk) - Public Comments:** Angela Johnson - Does the staff make the decision or does an applicant make an appeal to the Board of Adjustments, and does the application for a variance come to the Board of Adjustments? Response: Board of Adjustment hears appeals from the decision of the planning director. Glad that a resident has agreed to serve on that board. Johnson inquired about the possibility of adding the current boards, the members of the boards, and if there are vacancies for the boards. Request that this item be denied, tabled, or do not pass this this first reading. The town may receive two or three citizen applications, since there has been a need expressed in a council meeting or go out and ask volunteers or residents to serve on the board.

**Mayor Gardner Motions** to **APPROVE** the First Reading of Ordinance 2024-8 Dissolving The Board of Adjustment; **Moved by** Councilwoman Randolph; **Second by** Mayor Gardner; **AYE: ALL, MOTION PASSES. Council Comments:** There are limited things that the planning director or the building official have absolute authority over. It is not a conflict for the planning board to take on those functions because it is not appeals of the planning board to the planning board. If you wanted to vote this down, it does not mean it is forever. I could bring it back whenever you want. And then you can see if you can get people who will serve on that board. **Mayor Gardner calls for the question;** **AYE:** Mayor Angie Gardner **NAYE:** Vice Mayor Theo Washington, Councilman Rodney Daniels, Councilwoman Wanda Randolph, **MOTION FAILS.**

**COUNCIL DECISIONS:**

**Approval of Resolution 2024-30 Establishing Policy for Electing the Chair and Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOECRA): (Preamble Read)** **Mayor Gardner Motions to APPROVE** Approval of Resolution 2024-30 Establishing Policy for Electing the Chair and Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOECRA); **Moved by** Councilwoman Randolph; **Second by** Vice Mayor Washington; **Comments:** Consider tabling since the council member who brought this resolution is not here. The calendar year for the CRA is from January 1st to December 31st and not understanding why this has come up now as an issue to be brought up for a vote. The bylaws states that both the chair and the vice chair are to be appointed during the month of December and does not state that the mayor and the vice mayor of the town are to be appointed as the chair and vice chair (CRA). This resolution is to set a policy for appointment which will take place at the last meeting in the calendar year (December). **Mayor Gardner calls for the question;** **AYE:** Mayor Angie Gardner, Vice Mayor Theo Washington Councilman **NAYE:** Rodney Daniels, Councilwoman Wanda Randolph, **MOTION FAILS.**

**REPORTS:**

**CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley** – Happy Birthday to Councilwoman who celebrated her birthday on yesterday; acknowledged staff who worked diligently doing the hurricane; recognized our chief who is the incident commander who worked diligently and has reestablished our presence in Orange county; public works department work diligently to make sure the sandbag stations were in place as well as well as answering calls that took place during that period; executive assistant, Miss Brittany, who worked diligently to make sure we had a successful kickoff meeting for the town's master plan, it was held this past Saturday and was well attended by citizens; recognized staff members that worked on Saturday and showed up on Monday ready to work; will continue to keep the community and partners aware of what is happening; the budget has been finalized as well as town audit, today is the first day of the new budget cycle; acknowledged the H. R. Director (Mrs. Washington) who worked hard to make sure that employees have viable insurance plans (have three options); acknowledged Mr. Washington, the recreation director who has worked hard to make sure the pool is in operation, there are several programs happening (fall festival events, swimming for the students, afterschool program), there are additional programs for the fall that will come before the council for consideration (movie night, Christmas on the Blvd); met the first part of the impact fees for the municipal recreation and police, the next part is the water consumer, moratorium will have to be extended; there is a 90 day period before impact fees begin and there will be a period for the impact fees for water and sewer, staff have the preliminary numbers and preparing to present to council for workshop; the solid waste RFP is closeout with three submitting vendors, current agreement ends at the end of October, will do a month to month with the current hauler unless we choose a different hauler through the rest of this year, will begin with the new hauler in January; the Community Change Grant is an opportunity to pursue about 20 million to address the Resilience Hub and other opportunities for emergency recovery. and climate change, have met the preliminary items and meeting with the representatives from the grantee this week, meeting with EPA, who has offered their service to help put the final portions of the grant together for presentation to the feds; there is a Club Eaton workshop scheduled for the October 10<sup>th</sup>; night market is Saturday (October 5); will workshop the night market at the end of November, early December to figure out how we want to proceed forward with all special events to address administrative costs and expectations from vendors;

**ATTORNEY: Clifford Shepard** – update on Hungerford, there is a hearing on the case that does not involve the town, but is of interest; there are discussions about postponing the hearing while in ongoing discussions about the lease purchase agreement with OCPS, legal has been given the task of taking the first crack at the lease purchase, need to add a few things based on discussions Mr. Pomerini, seems to be going in a positive direction; had discussions with the National Trust who is looking hard at providing the documents to set up a land trust, if lease purchase goes through, a trust can be set up to transfer the property into, provide joint leadership for that organization as to how to control the property, it is hopes that will be an opportunity for economic independence for the town.

**TOWN COUNCIL REPORT/DISCUSSION ITEMS -**

**Councilman Rodney Daniels** – thank Orange County for the continual support during the storm; expressed concerns about an individual sleeping at Family Dollar on the Main Street, where are the patrols; concerned also about the speeding; crosswalks may can help; discusses the invite to the grand opening of the Hungerford Headstart daycare, disturbing to see other elected officials in the photo and only one of us; the email should have been sent to the council to give us opportunity to change schedule to attend and represent, request for the email.

**Councilwoman Wanda Randolph** – the house on Bethune Drive since the hurricane, is leaning more, action from the town is needed, suggest cautioning it off, there may be some liability if we know that this building's condition and have not warned the public for precautionary, place yellow signs or caution tape; post the hurricane, there are two or three basketball goals still on the streets (on Eaton Street and on Amador), there is



lots of trash and debris along the side of the road and the people's yards still need trash picked up. Response: staff did not activate any services because it did not reach the minimum requirement, can work with the current provider to address; the meeting for the vision session for Club Eaton is scheduled for the 10<sup>th</sup> (October, 5:30 – 7:30pm), will have to change location, will get with Mr. Presley on identifying another location for that; glad for the start of the new budget, was uncomfortable about a few things and concerned about the reserve of the town, the increase in expenditures; inquired several times about the deficit with the post office, will file a congressional inquiry about the post office, cannot allow, as a local government, to be operating in a deficit; when will notification be provided about the increase amount of the water, also cannot continue going in a deficit on the water; requesting for all solid waste proposals.

**Vice Mayor Theo Washington** – expressed concerned about the house on Bethune, inquired about the demolition of the property Response: It has been condemned, notification went to the owner to take care of it and they have not responded, code enforcement has been asked to expedite the process and proceed forward with demo at the town's cost, but it will be the expense of the property owner with a lien property; the farmer's market should continue, the people loved it; the entrance into the apartment complex is a concern, it needs a turning lane.

**MAYOR’S REPORT - Mayor Angie Gardner** – to the kickoff Saturday was a nice turnout. Thanks to Mr. Pressley and staff for everything that is being done; acknowledged Attorney Shepard for keeping the council abreast of the school property; the event (Hungerford Headstart) was not put on by the school but quite happy with the way it came out today.

**ADJOURNMENT** Mayor Gardner Motions for Adjournment of Meeting; **Moved** by Councilwoman Randolph; **Second** by Vice Mayor Washington; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:48pm.**

Respectfully Submitted by:

APPROVED

\_\_\_\_\_  
Veronica L King, Town Clerk

\_\_\_\_\_  
Angie Gardner, Mayor





HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

DECEMBER 17, 2024, 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 2024-23, Appointment of Alternate Board Member to the Historic Preservation Board (**Clerk Office**)

**TOWN COUNCIL ACTION:**

|   |     |   |
|---|-----|---|
| PROCLAMATIONS, AWARDS, AND PRESENTATIONS                    |     | Department: LEGISLATIVE (CLERK OFFICE)  |
| PUBLIC HEARING<br>1 <sup>ST</sup> / 2 <sup>ND</sup> READING |     | <b>Exhibits:</b> <ul style="list-style-type: none"> <li>- Resolution 2024-23</li> <li>- Board Appointment Information Form</li> <li>- Code of Ordinance</li> <li>- Bio</li> </ul> |
| CONSENT AGENDA  | YES |   |
| COUNCIL DECISION  |     |   |
| ADMINISTRATIVE  |     |   |

**REQUEST:** Request is for approval of Resolution 2024-23, Appointing John Beachum as an alternate board member to the Historic Preservation Board.

**SUMMARY:** The Historic Preservation Board shall have five members appointed by the town council. One member of the historic preservation board shall be a registered architect and another a local historian, if available. The appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation.

Currently the board consists of (5) board members with no alternate member. The Town Council is being asked to consider John Beachum for the Historic Preservation Board as an alternate board member.

**RECOMMENDATION:** Recommending approval of Resolution 2024-23, appointing John Beachum as an alternate board member to the Historic Preservation Board.

**FISCAL & EFFICIENCY DATA:** N/A

**RESOLUTION #2024-23**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, TO APPOINT ONE (1) ALTERNATE BOARD MEMBER TO THE HISTORIC PRESERVATION BOARD, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS** the Administration wishes to appoint one (1) individual to the Historic Preservation Board as an alternate board member; and

**WHEREAS** the appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation. No person may serve more than two consecutive three-year terms. A member whose term expires may continue to serve until a successor is appointed and qualified.

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

**SECTION ONE: APPOINTMENTS:** the person to be appointed as an alternate board member of the Historic Preservation Board is John Beachum for a term of three (3) years from August 6, 2024, until August 6, 2027.

**SECTION TWO: CONFLICTS:** All Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are hereby repealed.

**SECTION THREE: SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

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

**PASSED AND ADOPTED** this 17<sup>th</sup> day of December 2024.

ATTEST:

\_\_\_\_\_  
Angie Gardner, Mayor

\_\_\_\_\_  
Veronica King, Town Clerk

# TOWN OF EATONVILLE, FLORIDA



## BOARD APPOINTMENT INFORMATION FORM

APPLICATION FOR: \_\_\_\_\_

*John Beacham*

The Town Council of the Town of Eatonville is seeking citizens to serve on duly constituted Town Boards and Commission which have been established to assist and advise the Town Council on specific matters for consideration which have been assigned to the respective Commission/Boards. Please complete this application and attach a brief resume or any additional information which you feel will assist the Town Council in their selection. The application should be typed or clearly printed and filed with the Town Clerk.

1. Name: John Beacham Home Phone: 4075091243
2. Address: 361 white oak circle Maitland FL 32751
3. Are you employed by the Town? Yes \_\_\_\_\_ No: No
4. Business Address: 525 E Kennedy Blvd Eatonville FL 32751
5. Business Phone: 4075091243 email: info@eatonville1887.com
6. Brief Resume' of Education and Experience: \_\_\_\_\_
7. Are you a Resident of the Town? Yes: \_\_\_\_\_ No: No
8. Are you a Registered Voter? Yes: Yes No: \_\_\_\_\_

MEMBERSHIP IN THE COMMUNITY ORGANIZATONS OR PROFESSIONAL GROUP: \_\_\_\_\_

9. Have you previously served on a Town Board? Yes: \_\_\_\_\_ No: No
10. Please indicate other Town Council and/or Boards for which you wish to be considered for appointment by the Town Council: \_\_\_\_\_  
Historic board

Please indicate briefly why you would like to be appointed to serve on a Board or Committee: I have a walking tour nonprofit preserving the history of Maitland & Eatonville  
I'm a historian on Maitland & Eatonville

Do you attend Council meetings on a regular basis? Yes: Yes No: \_\_\_\_\_

Thank you for your interest in serving the Historic Town of Eatonville. Please indicate below your first, second and third preference below. Please carefully consider your obligations before choosing which board you would like to serve. A description of each board is included in this application. Please note that in

addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meeting.

☐ Nuisance Abatement Board  
☐ Board of Adjustment  
☐ Code Enforcement Board  
☐ CRA Advisory Committee

☐ Planning Board  
☒ Historic Preservation Board  
☐ Arts Advisory Committee

Would you be interested in serving on a Special Events Committee? ☒ Yes ☐ No

I am aware of the meeting dates and time of the Board/Committee I have applied and if appointed. I agree to serve on the Board/Committee which I have applied or would consider an alternate appointment to a second or third service preference.

Completed applications should be returned to the Office of the Town Clerk, P.O. Box 2163, Eatonville, Florida 32751

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT.

Signature of Applicant: JWB Date: 07-17/20024

**For Office Use Only**

APPOINTED to: \_\_\_\_\_ Date Appointed: \_\_\_\_\_  
 Term Expires: \_\_\_\_\_

All Boards must function in accordance with Florida Laws regarding **GOVERNMENT IN THE SUNSHINE**.



**JOHN W. BEACHAM** is President/Owner of Red Bud Landscaping & Irrigation, serving Central Florida for over 40 years. He has been invited to join numerous local organizations because they recognize him as a "connector with a vision." As a board or team member of an organization his one mission is to give his best, which includes recruiting others who would also share their time and talent to support the mission of the organization.

**Current Board Member/Chair:**

- Boy Scouts of America, Central Florida Council
- Preserve the History of Maitland and Eatonville Inc, Nonprofit
- Truist Bank of Central Florida
- Conductive Education Center of Florida (CECO)
- Victory Cup Initiative, Advisory Board Member

John Beacham was born, raised, and now serves as an ambassador to the historical town of Eatonville, Florida, the oldest black township in the United States. A recent recipient of the **Community Legend Award** (June, 2024) at the 2024 Central Florida Juneteenth Gala, he has been serving his community by raising public awareness of Eatonville's special place in American history and its urgent need for historic awareness and preservation. He has been interviewed on WMFE 90.7 National Public Radio, WESH 2 News, WKMG News 6, Spectrum News 13, Fox 35 Orlando and various podcasts.

As President of Red Bud Landscaping & Irrigation Inc., a business started by his father over 40 years ago with an old lawnmower and pickup truck, John's entrepreneurial spirit over the past 25 years has helped the family business become a successful company. Along with his sons and brother, the business continues to nurture the land in Orlando's tri-county area, and his customers know that "*One Call Does It All.*"

John Beacham has spent his life as a servant of the people since graduating from Edgewater High School, attending Seminole Community College, and Troy State at Fort Benning. He served six years in the United States Army as a Morse code teletype operator with a top-secret clearance. He finished his career as a sergeant E5 and an honorable discharge. Next, he worked 10 years in the retail industry at TG&Y, Eckerd Drug Store, and Eckerd Apparel, where he completed numerous retail leadership training courses to improve customer service, build guest relationships and brand marketing before they became today's buzzwords.

John Beacham believes that it is a person's responsibility to give back to the community by working with local and nonprofit organizations, and he has taught this to his six children and eleven grandchildren as well. His oldest son is Pastor Beacham at Hope Church in Winter Garden (<https://hopewintergarden.com/>). Two of his children volunteer with him at the Whitney M. Young, Jr. Luncheon, which benefits over 1,500 at-risk youth in the West Central Florida area and provides scholarships for boys to attend Cub or Boy Scout summer camp. Also, his children have taken this desire to serve and help the less fortunate to an overseas location by visiting Africa to run a medical clinic.

Presently, John serves in various board positions with five local and nonprofit organizations in Central Florida. He has always been inspired by the late President John F. Kennedy's quote, "Ask not what your country can do for you – ask what you can do for your country." Setting a good example has always been important to John. Energized by his faith, family devotion, and

passion to serve and help others, he lives by his life-long philosophy: “*Let the work that I do speak for me.*” The day his life “flashes before him,” he wants it filled with moments that made a difference here on earth and that his life really did matter.

### **Past and Present Non-Profit Organizations Board Member/Chair and other Charities**

- Ambassador Committee for the Eatonville Community and Zora Neale Hurston Annual Festival
- Association to Preserve the Eatonville Community (2017-2024) Board Member
- Vice Chair for the Golden Eagle Committee that sponsored the Golden Eagle Dinner and table captain for the Boy Scouts.
- Vice Chair for the Boy Scouts' Whitney M. Young Awards Committee
- Orlando Area Salvation Army (2015 to 2019): Board Member
- BB&T/Truist Bank of Central Florida (2013 to present): Board Member
- Cofounder of the annual Victory Cup Initiative – A Nonprofit Storytelling Competition for a \$20,000 grand prize
- Conductive Education Center of Orlando (CECO) Board, which works to enhance the independence of children with motor disabilities through progressive education  
<https://www.facebook.com/ConductiveEducationCenterofOrlando?ref=ts>
- Winter Park YMCA Board (2010 to 2019): Scholarship Chairperson and Scholarship Community Phase Chairperson, Fundraisers
- Healthy Eatonville, Leadership Team and Diabetic Committee: a community work team working with local churches to bring awareness and screenings to Eatonville's residents  
<http://www.healthycentralflorida.org/your-community/eatonville>
- Orlando Baptist Church: Greeter, Facilitator, and Welcome Committee since faith in God is important in his life and he lives his life according to 1 Corinthians 13:13, "And now abideth faith, hope, charity, these three; but the greatest of these is charity."
- African-American Chamber of Commerce (2013 to 2017): Board Member, 2016 Board Chair, and the 2015 Entrepreneur of the Year
- Rotary Board, President 2013/14, Orlando Breakfast Rotary Club Blues and Brews annual fundraiser to benefit at risk children at Orange Center Elementary School, Rotary Club of Orlando - Blues and Brews Fundraiser 10-18-2012).

**YouTube Video:** [https://www.youtube.com/watch?v=iO4skzu\\_KG0](https://www.youtube.com/watch?v=iO4skzu_KG0)

## **Sec. 48-148. Board membership.**

- (a) The historic preservation board shall have five members appointed by the town council. One member of the historic preservation board shall be a registered architect and another a local historian, if available. The appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation. The town council should appoint a representative from each of the following areas of expertise:
  - (1) History.
  - (2) Real estate or real property appraisal.
  - (3) Urban planning.
  - (4) Engineering or building construction.
- (b) Whenever possible, each member shall reside in the town.
- (c) Each member shall be appointed to a three-year term except that, initially, two members shall be appointed for a term of two years, and one member shall be appointed for a term of three years. No person may serve more than two consecutive three-year terms. Persons disqualified by this provision may be reappointed after one year elapses after the expiration of the second term of service.
- (d) When a position becomes vacant before the end of the term, the town council shall appoint a substitute member within 60 days to fill the vacancy for the duration of the vacated term. A member whose term expires may continue to serve until a successor is appointed and qualified.
- (e) An individual who misses three consecutive, regularly scheduled meetings of the historic preservation board without good cause shall be deemed to have resigned from that board and is not eligible for reappointment to that or any other board for at least one year. In that event, the town clerk shall notify the individual that his position will be declared vacant by the town council at the next regularly scheduled town council meeting unless the individual demonstrates good cause for having been absent. In addition, the town council may terminate the appointment of any board member for cause, including, but not limited to, excessive absences and conflicts of interest, upon giving notice and an opportunity to be heard. The town council shall take any and all action it deems appropriate in its sole discretion.

(LDC 1982, ch. 11, § 11.5.1; Ord. No. 96-04, § V(A), 12-17-1996; Ord. No. 2003-2, § 1, 7-15-2003; Ord. No. 2010-05, § 1, 3-2-2010)

## **Sec. 48-149. Officers.**

The members of the historic preservation board shall annually elect a chair and vice-chair from among the members and may create and fill other offices as the historic preservation board deems necessary.

(LDC 1982, ch. 11, § 11.5.2; Ord. No. 96-04, § V(B), 12-17-1996)

## **Sec. 48-150. Subcommittees.**

- (a) The historic preservation board shall create whatever subcommittees it deems necessary to carry out the purposes of the historic preservation board.
- (b) The chair of the historic preservation board shall annually appoint the membership of each subcommittee from the members of the historic preservation board.

(LDC 1982, ch. 11, § 11.5.3; Ord. No. 96-04, § V(C), 12-17-1996)



**Sec. 48-151. Staffing.**

The planning director shall appoint a town employee to serve as secretary to the historic preservation board, recorder and custodian of all board records.

(LDC 1982, ch. 11, § 11.5.4; Ord. No. 96-04, § V(D), 12-17-1996)

**Sec. 48-152. Compensation.**

Members shall not be compensated.

(LDC 1982, ch. 11, § 11.5.5; Ord. No. 96-04, § V(E), 12-17-1996)

**Sec. 48-153. Funding.**

The town council shall appropriate funds to permit the historic preservation board to perform its prescribed functions.

(LDC 1982, ch. 11, § 11.5.6; Ord. No. 96-04, § V(F), 12-17-1996)

**Sec. 48-154. Required meetings.**

The historic preservation board shall meet at least four times each year and minutes of each meeting shall be kept. Meetings will be conducted according to rules of procedure adopted by the board.

(LDC 1982, ch. 11, § 11.5.7; Ord. No. 96-04, § V(G), 12-17-1996)

**Sec. 48-155. Board to adopt the rules of procedure.**

The historic preservation board shall adopt the rules of procedure as the recognized authority.

(LDC 1982, ch. 11, § 11.5.7; Ord. No. 96-04, § V(H), 12-17-1996)

**Sec. 48-156. Responsibilities of local board.**

The responsibilities of the historic preservation board shall be complementary to those of the state historic preservation board office.

(LDC 1982, ch. 11, § 11.5.7; Ord. No. 96-04, § V(I), 12-17-1996)

**Secs. 48-157—48-180. Reserved.**



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### DECEMBER 17, 2024, AT 07:30 PM

#### Cover Sheet

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

**ITEM TITLE:** Approval of the Engineering Program Manager for the FDEP Water and Sewer Improvements Project. **(Public Works)**

**TOWN COUNCIL ACTION:**

|  |     |   |
|--|-----|---|
| PROCLAMATIONS, AWARDS, AND PRESENTATIONS                 |     | Department: PUBLIC WORKS DEPARTMENT   |
| PUBLIC HEARING 1 <sup>ST</sup> / 2 <sup>ND</sup> READING |     | <b>Exhibits:</b> <ul style="list-style-type: none"><li>Approval of GCI Inc. as Engineering Program Manager for the FDEP Water and Sewer Improvements Project.</li></ul> |
| CONSENT AGENDA   | YES |   |
| COUNCIL DECISION   |     |   |
| ADMINISTRATIVE   |     |   |

**REQUEST:** Staff request the Town Council approval of the Engineering Program Manager (Consultant) for the FDEP Water and Sewer Improvements Project.

**SUMMARY:** Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022, and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions. The Town applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian. In consideration of the Department loaning money to the Town, in the principal amount and pursuant to the covenants set forth in an agreement and agreed upon must follow the terms and condition of the agreement.

The draft FDEP Agreements for Water and Sewer System Infrastructure funding was presented to Town Council for review on November 19, 2024. It is in the best interest of the town and aligns with the conditions of the agreement according to section 4.04 whereby a professional engineer, registered in the State of Florida, must be employed by, or under contract with, the Town to oversee construction for the FDEP Water and Sewer Improvements Project.

Two firms responded to the request for an Engineering Program Manager for the FDEP SRF Water and Sewer Improvements Project. **Firms:** GCi, Inc. and PSA Management. GCi, Inc. is being recommended by Town’s procurement review committee

**RECOMMENDATION:** Staff recommend that the Town Council approve GCI, Inc. as the Engineering Program Manager for the FDEP Water and Sewer Improvements Project.

**FISCAL & EFFICIENCY DATA:** N/A

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**TOWN OF EATONVILLE, FLORIDA**

**DRINKING WATER STATE REVOLVING FUND  
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT  
DW4802A0**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND **PLANNING, DESIGN AND CONSTRUCTION**  
LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND **PLANNING, DESIGN AND CONSTRUCTION**  
LOAN AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND  
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT  
DW4802A0**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF EATONVILLE, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

**RECITALS**

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022 and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions; and

The Project Sponsor applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian.

**AGREEMENT**

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this planning, design and construction loan agreement.
- (2) “Authorized Representative” shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.



(4) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(7) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(8) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(9) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) “Loan Application” shall mean the completed form which provides all information required to support obtaining planning, design, and construction loan financial assistance.

(12) “Local Governmental Entity” means a county, municipality, or special district.

(13) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) “Planning Activities” shall mean the administrative work necessary for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for construction of drinking water facilities.

(15) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(16) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation for Hurricanes Fiona and Ian Drinking Water Project. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

(17) “Utility System” shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(18) “Water System” shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

## 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

## ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) RESERVED.

## 2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties.

## 2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following: |                |             |   |                |                              |
|---|----------------|-------------|---|----------------|------------------------------|
| Federal Program Number  | Federal Agency | CFDA Number | CFDA Title  | Funding Amount | State Appropriation Category |
| SJ-03D10824-0   | EPA            | 66.468      | Capitalization Grants for Drinking Water State Revolving Fund | \$14,565,300   | 140129                       |

## (2) Audits.

(a) In the event that the Project Sponsor expends \$750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than \$750,000, in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than \$750,000, in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

## (3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

## (i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-30000

or

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

#### (4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

#### (5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured. The Project Sponsor may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department

to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

#### 4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

#### 4.08. DISBURSEMENTS.

This Agreement allows for funds to be advanced to the Project Sponsor for allowable invoiced costs, under the provisions of 216.181, Florida Statutes. Disbursements shall be made directly to the Project Sponsor only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. In addition to the invoices for costs incurred, proof of payment will be required with the following disbursement request.

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

#### 4.09. ADVANCE PAYMENT.

The Department may provide an advance to the Project Sponsor, in accordance with Section 216.181(16)(b), Florida Statutes. Such advance will require written request from the



Project Sponsor, the Advance Payment Justification Form and approval from the State's Chief Financial Officer. The Project Sponsor must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Project Sponsor shall be notified, in writing, by the Department regarding the additional requirements. Prior to releasing any advanced funds, the Project Sponsor shall be required to provide a written acknowledgement to the Department of the Project Sponsor's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Project Sponsor shall be responsible for submitting the information requested in the Interest Earned Memorandum to the Department quarterly.

#### ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational

integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

#### 5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

### ARTICLE VI - DEFAULTS AND REMEDIES

#### 6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the

purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

#### 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.
- (2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

#### 6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement

shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE VII - RESERVED

## ARTICLE VIII - GENERAL PROVISIONS

### 8.01. RESERVED.

### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

### 8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

### 8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "Guidance for Meeting EPA's Signage Requirements".

#### 8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the

Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/interim-davis-bacon-act-guidance>.

#### 8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

#### 8.11. RESERVED.

#### 8.12. RESERVED.

#### 8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S**

**CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

#### 8.14. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### 8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or



(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

#### 8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

#### 8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

## ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

### 9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.
- (6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.
- (7) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (8) Certification that all procurement is in compliance with Sections 8.10 which states that all iron and steel products, manufactured products, and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

### 9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

### 9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as “Revenue Producing Facilities”) to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

## ARTICLE X - DETAILS OF FINANCING

### 10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$14,565,300. Of that, the estimated amount of Principal Forgiveness is \$14,565,300.

### 10.02. RESERVED.

### 10.03. RESERVED.

### 10.04. RESERVED.

### 10.05. RESERVED.

### 10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Project Sponsor agrees to the following estimates of Project costs:

| CATEGORY                             | PROJECT COSTS (\$) |
|--------------------------------------|--------------------|
| Planning Activities                  | 0                  |
| Design Activities                    | 0                  |
| Construction                         | 12,623,000         |
| Contingencies                        | 1,262,300          |
| Technical Services After Bid Opening | 500,000            |
| Asset Management Plan (AMP)          | 180,000            |
| SUBTOTAL (Disbursable Amount)        | 14,565,300         |
| Less Principal Forgiveness           | (14,565,300)       |
| TOTAL (Loan Principal Amount)        | 0                  |

#### 10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

- (1) This Agreement shall be effective on February 14, 2024. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.
- (2) Initial submittal of Planning Activities is scheduled for July 15, 2025. Planning Activities must be approved by the Department before reimbursement for Design Activities.
- (3) Initial submittal of Design Activities is scheduled for May 15, 2026. Design Activities must be approved by the Department before reimbursement for Construction.
- (4) A clear site title certification shall be submitted no later than November 15, 2027.
- (5) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than November 15, 2027.
- (6) Completion of Project construction is scheduled for November 15, 2027.

#### 10.08. SPECIAL CONDITIONS.

- (1) Prior to execution of this Agreement, the following items must be submitted:
  - (a) A certified copy of the Resolution which authorizes the application, and designates an Authorized Representative for signing the application and executing the Loan Agreement.
  - (b) A completed EPA Preaward Compliance Report; and a Federal funding Accountability and Transparency Act form (FFATA).
- (2) The Local government will need advance payment approval or submit invoices with proof of payment dated on or after the effective date specified in 10.07(1) for payment of allowable invoiced costs.

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW4802A0 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for  
**TOWN OF EATONVILLE**

\_\_\_\_\_  
Mayor

Attest:

I attest to the opinion expressed in Section 2.02,  
entitled Legal Authorization.

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**TOWN OF EATONVILLE, FLORIDA**

**CLEAN WATER STATE REVOLVING FUND  
PLANNING, DESIGN, AND CONSTRUCTION LOAN AGREEMENT**

**WW480290**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION  
LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION  
LOAN AGREEMENT

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**CLEAN WATER STATE REVOLVING FUND**  
**CONSTRUCTION LOAN AGREEMENT**  
**WW480290**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF EATONVILLE, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

**RECITALS**

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of wastewater pollution control facilities; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022 and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian.

**AGREEMENT**

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this planning, design and construction loan agreement.
- (2) “Authorized Representative” shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(4) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(7) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(8) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(9) “Gross Revenues” shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) “Loan Application” shall mean the completed form which provides all information required to support obtaining planning, design and construction loan financial assistance.

(12) “Local Governmental Entity” means a county, municipality, or special district.

(13) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) “Planning Activities” shall mean the planning or administrative work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(15) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(16) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation for Hurricanes Fiona and Ian Clean Water Project.

(17) “Sewer System” shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(18) “Utility System” shall mean all devices and facilities of the Sewer System owned by the Local Government.

## 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

## ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted.

(12) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) RESERVED.

## 2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties.

## 2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following: |                |             |   |                |                              |
|---|----------------|-------------|---|----------------|------------------------------|
| Federal Program Number  | Federal Agency | CFDA Number | CFDA Title                                      | Funding Amount | State Appropriation Category |
| ST-03D10924-0   | EPA            | 66.458      | Capitalization Grants for State Revolving Funds | \$19,823,318   | 140131                       |

## (2) Audits.

(a) In the event that the Local Government expends \$750,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Local Government expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government. In the event that the Local Government expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

## (3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-30000

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Local Government shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

#### (4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

#### (5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

## ARTICLE III – RESERVED.

## ARTICLE IV - PROJECT INFORMATION

## 4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

## 4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

## 4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

## 4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

## 4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured. The Local Government may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

#### 4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

#### 4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

#### 4.08. LOAN DISBURSEMENTS.

This Agreement allows for funds to be advanced to the Local Government for allowable invoiced costs, under the provisions of 216.181, Florida Statutes. Disbursements shall be made directly to the Local Government only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. In addition to the invoices for costs incurred, proof of payment will be required with the following disbursement request.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred planning, design, and construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

- (1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.
- (2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.
- (3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the



Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Local Government for disbursements of the planning, design, or construction funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

#### 4.09. ADVANCE PAYMENT.

The Department may provide an advance to the Local Government, in accordance with Section 216.181(16)(b), Florida Statutes. Such advance will require written request from the Local Government, the Advance Payment Justification Form and approval from the State's Chief Financial Officer. The Local Government must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Local Government shall be notified, in writing, by the Department regarding the additional requirements. Prior to releasing any advanced funds, the Local Government shall be required to provide a written acknowledgement to the Department of the Local Government's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Local Government shall be responsible for submitting the information requested in the Interest Earned Memorandum to the Department quarterly.

### ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

#### 5.01. RESERVED.

#### 5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

### 5.03. RESERVED.

### 5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

### 5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

### 5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

### 5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

## ARTICLE VI - DEFAULTS AND REMEDIES

### 6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.11 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if the Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to the Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

## 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.
- (2) By action or suit in equity, require the Local Government to account for all moneys received from the Department.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

#### 6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

#### ARTICLE VII – RESERVED.

#### ARTICLE VIII - GENERAL PROVISIONS

##### 8.01. RESERVED.

##### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

##### 8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

##### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

#### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

#### 8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. SIGNAGE.

The Local Government agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "Guidance for Meeting EPA's Signage Requirements".

#### 8.09. DAVIS-BACON ACT REQUIREMENT.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/interim-davis-bacon-act-guidance>.

#### 8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

#### 8.11. RESERVED.

#### 8.12. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Government shall either develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented a Fiscal Sustainability Plan, that includes the following: An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Government that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

#### 8.13. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

### **(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA**

**STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

#### 8.14. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### 8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

(1) The Local Government abandons or discontinues the Project before its completion,



(2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

#### 8.16. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

#### 8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

## ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

### 9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.
- (6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.
- (7) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (8) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products, manufactured products and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

### 9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as “Revenue Producing Facilities”) to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$19,823,318. Of that, the estimated amount of Principal Forgiveness is \$19,823,318.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

| CATEGORY                             | PROJECT COSTS (\$) |
|--------------------------------------|--------------------|
| Planning Activities                  | 0                  |
| Design Activities                    | 1,721,801          |
| Construction and Demolition          | 16,410,470         |
| Contingencies                        | 1,641,047          |
| Technical Services After Bid Opening | 50,000             |
| SUBTOTAL (Disbursable Amount)        | 19,823,318         |
| Less Principal Forgiveness           | (19,823,318)       |
| TOTAL (Loan Principal Amount)        | 0                  |

#### 10.07. SCHEDULE.

The Local Government agrees by execution hereof:

- (1) This Agreement shall be effective on February 14, 2024. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.
- (2) Initial submittal of Planning Activities is scheduled for July 15, 2025. Planning Activities must be approved by the Department before reimbursement for Design Activities.
- (3) Initial submittal of Design Activities is scheduled for May 15, 2026. Design Activities must be approved by the Department before reimbursement for Construction.
- (4) A clear site title certification shall be submitted no later than May 15, 2026.
- (5) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than May 15, 2026.
- (6) Completion of Project construction is scheduled for May 15, 2028

#### 10.08. SPECIAL CONDITIONS.

- (1) Prior to execution of this Agreement, the following items must be submitted:
  - (a) A certified copy of the Resolution which authorizes the application, establishes the designated Authorized Representative for signing the application and executing the Loan Agreement; and
  - (b) A signed CCNA certification and a signed contract between the engineering consulting firm and the Local Government with specific details of the design work to be completed.
  - (c) A completed EPA Preaward Compliance Report; and a Federal funding Accountability and Transparency Act form (FFATA).

(2) Local government will need advance payment approval or submit invoices with proof of payment dated on or after the effective date specified in 10.07(1) for payment of allowable invoiced costs.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW480290 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for  
**TOWN OF EATONVILLE**

\_\_\_\_\_  
City Manager

Attest:

I attest to the opinion expressed in Section  
2.02, entitled Legal Authorization.

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date



# TOWN OF EATONVILLE

"THE OLDEST BLACK INCORPORATED MUNICIPALITY IN AMERICA"

December 9, 2024

**WATER AND SEWER INFRASTRUCTURE IMPROVEMENTS PROJECT**  
**ENGINEERING PROGRAM MANAGER CONSULTANT SELECTION**  
**REQUEST FOR QUALIFICATIONS REVIEW**

Review Team: Valerie Mundy, Katrina Gibson, Rachel McCoy, Cheryl Johnson, Elaine Chua

On Monday, December 09, 2024, the Town of Eatonville review committee ranked the two submitted qualifications statements for the Water and Sewer Infrastructure Improvements Project Engineering Program Manager for the Town of Eatonville. Listed below are the ranking scores from the committee based off the categories defined in the RFQ.

| <i>Evaluation Scope</i>  | <b>V. Mundy</b> |            | <b>K. Gibson</b> |            | <b>R. McCoy</b> |            | <b>E. Chua</b> |            | <b>C. Johnson</b> |            |
|--|-----------------|------------|------------------|------------|-----------------|------------|----------------|------------|-------------------|------------|
|  | <b>GCI</b>      | <b>PSA</b> | <b>GCI</b>       | <b>PSA</b> | <b>GCI</b>      | <b>PSA</b> | <b>GCI</b>     | <b>PSA</b> | <b>GCI</b>        | <b>PSA</b> |
| <b><i>Firm's Information and Engineering Experience</i></b>            | 25              | 15         | 25               | 25         | 25              | 25         | 25             | 25         | 25                | 25         |
| <b><i>Staff Qualifications and Engineering Experience</i></b>          | 20              | 15         | 20               | 20         | 20              | 20         | 20             | 20         | 15                | 20         |
| <b><i>Firm's References</i></b>  | 20              | 10         | 5                | 0          | 5               | 0          | 10             | 0          | 20                | 0          |
| <b><i>Firm's Approach to Implementing and Managing the Project</i></b> | 25              | 15         | 25               | 25         | 25              | 20         | 25             | 20         | 25                | 25         |
| <b><i>Experience with Municipal Engineering</i></b>                    | 10              | 7          | 10               | 10         | 10              | 10         | 10             | 10         | 10                | 10         |
| <b><i>Total</i></b>  | <b>100</b>      | <b>62</b>  | <b>85</b>        | <b>80</b>  | <b>85</b>       | <b>75</b>  | <b>90</b>      | <b>75</b>  | <b>95</b>         | <b>80</b>  |
| <b>GCI, Inc. - 455</b>   |                 |            |                  |            |                 |            |                |            |                   |            |
| <b>PSA Management - 372</b>  |                 |            |                  |            |                 |            |                |            |                   |            |

It is the opinion of Town staff that GCI, Inc., appears to have the top-ranking score and desired experience to perform successfully on this project under the terms of the proposed contract.

If you have any questions or need additional information, please contact Katrina Gibson, Chief Finance Officer. ([kgibson@townofeatonville.org](mailto:kgibson@townofeatonville.org)) regarding this request.

TOWN HALL • 307 E. KENNEDY BOULEVARD •

EATONVILLE, FLORIDA 32751

PHONE (407) 623-8900 • FAX (407) 623-8919