



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL WORKSHOP AGENDA

Tuesday, June 03, 2025, at 6:30 PM

Town Hall - 307 E Kennedy Blvd

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

I. CALL TO ORDER

II. CITIZEN PARTICIPATION (Three minutes strictly enforced)

III. COUNCIL DISCUSSION

1. Discussion of Ordinance No. 2025-4 for the School Zone Speed Enforcement within the Town of Eatonville (**Administrative/Police**)
2. Discussion for Consideration of Approving the Architectural and Engineering Design Services for Frances Jerry Community Building/Police Substation (**Public Works**)

IV. COMMENTS

3. Staff Comments

V. ADJOURNMENT

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****PUBLIC NOTICE****

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



**HISTORIC TOWN OF EATONVILLE,
FLORIDA**

TOWN COUNCIL WORKSHOP

JUNE 3, 2025, AT 6:30 PM

Cover Sheet

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

ITEM TITLE: Discussion of Ordinance No. 2025-4 Introduced for School Zone Speed Enforcement within the Town of Eatonville (**Administrative/Police**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATIVE/POLICE Exhibits: <ul style="list-style-type: none">Ordinance No. 2025-4
INTRODUCTIONS	YES	
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: To introduce to the town council for discussion and consideration of approval of the proposal Ordinance No. 2025-4 for School Zone Speed Enforcement.

SUMMARY: Ordinance No. 2025-4 for School Zone Speed Enforcement is being presented to the Town Council for consideration and approval. This is an Ordinance of The Town Of Eatonville, Florida, Amending Chapter 38 of The Town Code To Create Article VIII. – School Zone Speed Enforcement; Providing For Purpose, Intent, And Definitions; Establishing A School Zone Speed Enforcement Program And Authorizing The Use Of Speed Detection Systems Within The Town; Providing For Program Administrative And Enforcement Procedures; Providing For The Creation Of A School Crossing Guard Recruitment And Retention Program; Providing For A 30-Day Public Awareness Campaign Prior To Enforcement.

The purpose and intent of this Article is to protect the health, safety, and welfare of the citizens of the Town of Eatonville by authorizing the implementation of speed detection systems on roadways maintained as school zones within the jurisdiction of the Town, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This Article provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with F.S. Ch. 316.

RECOMMENDATION: Recommend and introduce to the town council for discussion and consideration of approval of the proposal Ordinance No. 2025-4 for School Zone Speed Enforcement.

FISCAL & EFFICIENCY DATA: N/A

ORDINANCE NO. 2025-4

AN ORDINANCE OF THE TOWN OF EATONVILLE, FLORIDA, AMENDING CHAPTER 38 OF THE TOWN CODE TO CREATE ARTICLE VIII. – SCHOOL ZONE SPEED ENFORCEMENT; PROVIDING FOR PURPOSE, INTENT, AND DEFINITIONS; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM AND AUTHORIZING THE USE OF SPEED DETECTION SYSTEMS WITHIN THE TOWN; PROVIDING FOR PROGRAM ADMINISTRATIVE AND ENFORCEMENT PROCEDURES; PROVIDING FOR THE CREATION OF A SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM; PROVIDING FOR A 30-DAY PUBLIC AWARENESS CAMPAIGN PRIOR TO ENFORCEMENT; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, in 2023, the Florida Legislature passed CS/CS/HB 657, codified as Chapter 2023-174, Laws of Florida, authorizing municipalities to enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a speed detection system; and

WHEREAS, HB 657 provides that municipalities may issue notices of violation and may authorize law enforcement officers and/or traffic infraction enforcement officers to issue uniform traffic citations for violations of Fla. Stat. §§ 316.1895 and 316.183 that are captured by speed detection systems during specified time periods and further provides for notice to the registered owner of the subject vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties; and

WHEREAS, HB 657 requires municipalities that elect to operate a school speed zone detection program to implement a public awareness campaign at least 30 days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicles; and

WHEREAS, HB 657 restricts the location and use of speed detection systems to school zones determined to constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

WHEREAS, the Town wishes to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

WHEREAS, the Town Council has been presented traffic data demonstrating that motor vehicles repeatedly exceed the school zone speed limits posted for Hungerford Elementary School; and

WHEREAS, based on the traffic data and evidence presented, the Town Council hereby finds the school zone for Hungerford Elementary constitutes a heightened safety risk warranting the placement or installation of a speed detection system to enforce unlawful speed violations, pursuant to Fla. Stat. § 316.008; and

WHEREAS, the Town Council thus finds that implementing a school zone speed detection program in accordance with HB 657 and other applicable state law, as set forth herein, will promote, protect, and improve the health, safety, and welfare of the citizens of Eatonville.

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

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

SECTION 1. Recitals. The recitals set forth above are hereby adopted as the legislative findings of the Town Council of the Town of Eatonville, Florida.

SECTION 2. Amendment. Chapter 38, Article VIII – *School Zone Speed Enforcement*, of the Town Code is hereby created as follows:

CHAPTER 38 – TRAFFIC AND VEHICLES

* * * *

ARTICLE VIII. – SCHOOL ZONE SPEED ENFORCEMENT

Sec. 38-276. - Purpose and Intent.

The purpose and intent of this Article is to protect the health, safety, and welfare of the citizens of the Town of Eatonville by authorizing the implementation of speed detection systems on roadways maintained as school zones within the jurisdiction of the Town, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This Article provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with F.S. ch. 316.

Sec. 38-277. - Definitions.

When used in this Article, the following terms shall have the following meanings, unless the context clearly requires otherwise:

Law enforcement officer means, as defined by F.S. § 943.10(1), any person who is elected, appointed, or employed full time by a municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Local Hearing Officer means the Town Code Enforcement Board/Special Magistrate.

Motor vehicle means, as defined by F.S. § 316.003, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.

Notice of violation means the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a speed detection system and thereafter reviewed and approved by authorized personnel. A notice of violation must be in the form and include the contents prescribed by F.S. § 316.1896, as may be amended.

School zone means that portion of a street or highway established as a school zone pursuant to F.S. § 316.1895.

School zone speed enforcement program means the Town's program for monitoring, detecting, and enforcing violations of posted speed limits in designated school zones through the use of speed detection systems, in accordance with state law and as set forth in this Article.

School zone speed infraction means a violation of F.S. §§ 316.183 or 316.1895 captured by a speed detection system on a roadway maintained as a school zone during the hours provided for by applicable law and set forth in this Article.

School zone speed limit means the regularly posted or reduced posted speed limit within a school zone pursuant to F.S. § 316.1895.

Speed detection system means a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in F.S. § 316.003(82).

Traffic infraction enforcement officer means a person who meets the qualifications established by F.S. § 316.640.

Uniform traffic citation means the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by F.S. § 316.1896.

Sec. 38-278. - Use of Speed Detection Systems.

Pursuant to the authority granted under F.S. § 316.008(9), the Town hereby elects to use speed detection systems to enforce speed limits on roadways maintained as school zones within the Town's jurisdiction. The Town may utilize speed detection systems as a supplemental means of assisting law enforcement personnel in the enforcement of state law related to unlawful speeding in school zones, in accordance with F.S. ch. 316.

Sec. 38-279. - Program Administration.

- (a) Generally. The Town Administrator, or the Administrator's designee, in cooperation with the Eatonville Police Department and any necessary Town staff as determined by the Town Administrator or designee, is authorized to administer and assist with the school zone speed enforcement program.
- (b) Local Hearing Officer. The Town may utilize its Code Enforcement Board and/or Special Magistrate as its Local Hearing Officer, who shall have jurisdiction to conduct proceedings challenging the issuance of a notice of violation.
- (c) Deployment of Speed Detection Systems. The installation and operation of speed detection systems, including required signage, shall be in accordance with F.S. ch. 316, all applicable regulations of the Florida Department of Transportation and the Florida Department of Highway Safety and Motor Vehicles, and the terms of any written agreement that may be entered into between the Town and another entity.
- (d) Authorized Use of Recorded Evidence. Recorded videos or photographs collected as part of a speed detection system in a school zone shall be used solely for the purposes of enforcing F.S. §§ 316.183 and 316.1895 relating to unlawful speed in designated school zones, and for determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.
- (e) Prohibition of Remote Surveillance. Speed detection systems installed and operated under this Article shall not be used for remote surveillance. The collection of evidence by a speed detection system to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of speed detection components, shall not constitute remote surveillance.
- (f) Destruction of Records. Any recorded video or photograph obtained via a speed detection system shall be destroyed within 90 days after the final disposition of the recorded event, in accordance with F.S. § 316.1896. The speed detection system vendor shall provide the Town with written certification that such records have been destroyed no later than December 31 of each year.
- (g) Annual Report; Retention. The Town shall submit an annual report on the school zone speed enforcement program to the Florida Department of Highway Safety and Motor Vehicles, in accordance with F.S. §§ 316.0776 and 316.1896, and shall thereafter maintain all data necessary to support the required report for at least 2 years after submission.
- (h) Revenue Collection and Use. All revenue collected pursuant to this Article shall be remitted in accordance with F.S. §§ 316.1896 and 318.18 and any other applicable state law.

Sec. 38-280. - Enforcement Procedures.

- (a) General Powers. The Eatonville Police Department shall be authorized to enforce the applicable speed limit on a roadway maintained as a school zone for violations of F.S. §§ 316.183 and 316.1895 through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation.
- (b) Review of Speed Detection System Information. Pursuant to F.S. § 316.1896, information captured by a speed detection system shall be reviewed by a traffic infraction enforcement officer, law enforcement officer, or an authorized employee or agent of the Town.
- (c) School Zone Speed Detection System Violations. The applicable speed limit on a roadway maintained as a school zone shall be enforced through the capturing of a violation by a speed detection system as follows:
 - (1) For a violation of F.S. § 316.1895, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.
 - (2) For a violation of F.S. § 316.1895, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.
 - (3) For a violation of F.S. § 316.183, in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.
 - (4) For a violation of F.S. § 316.1895, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.
- (d) Notice of Violation. A notice of violation shall be sent to the registered owner of the motor vehicle within 30 days of the violation. The form, content, and manner of issuance shall conform to the requirements established in F.S. § 316.1896.
- (e) Response to Notice of Violation. A person who receives a notice of violation shall, within 30 days after the date of the notice:
 - (1) Pay the \$100.00 civil penalty, as set forth in F.S. § 318.18(3)(d); or
 - (2) Submit an affidavit establishing an exception to liability pursuant to F.S. § 316.1896(8); or
 - (3) Request a hearing to contest the violation.

(f) Uniform Traffic Citation Issuance.

- (1) The Town authorizes both traffic infraction enforcement officers and law enforcement officers within the jurisdiction of the Town to issue uniform traffic citations for violations of F.S. §§ 316.183 and/or 316.1895 when such violations are detected by an authorized speed detection system operating within a designated school zone. The form, content, and manner of issuance shall conform to the requirements established in F.S. § 316.1896.
- (2) If the registered owner of the vehicle does not timely submit payment or otherwise contest the notice of violation in accordance with this Section, a uniform traffic citation shall be issued and transmitted to the Orange County Clerk of the Court for disposition by the county court.

- (g) Hearing and Appeal. A person who requests a hearing to contest a notice of violation shall be scheduled to appear before a Local Hearing Officer. The hearing shall be conducted in accordance with the procedures set forth in F.S. § 316.1896(14). The Local Hearing Officer shall issue a final administrative order determining whether a violation occurred. If the violation is upheld, the order shall require payment of the civil penalty and may impose an additional fine not exceeding the amount authorized in F.S. § 316.0083(5)(e) for municipal costs. An aggrieved party may appeal a final administrative order of the Local Hearing Officer in accordance with F.S. § 162.11.

Sec. 38-281. - School Crossing Guard Recruitment and Retention Program.

In accordance with F.S. § 316.1894, the Eatonville Police Department shall use revenues received from violations detected by school zone speed detection systems, as allocated under F.S. § 316.1896(5)(e), to administer a School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at K-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The design and management of the program shall be at the discretion of the Eatonville Police Department.

* * * *

SECTION 3. Public Awareness Campaign. Pursuant to F.S. § 316.0776(3), before notices of violation for school zone speed infractions are issued, the Town shall make a public announcement and conduct a 30-day public awareness campaign of the proposed use of speed detection systems. During the 30-day public awareness campaign, only warnings shall be issued to the registered owners of motor vehicles for violations of F.S. §§ 316.183 or 316.1895 that are enforced by a speed detection system as set forth herein, and liability shall not be imposed for the civil penalty under F.S. § 318.18(3)(d).

SECTION 4. Codification. It is the intent of the Town Council of the Town of Eatonville that the provisions of this Ordinance be codified. The codifier is granted broad and liberal authority in codifying the provision of this Ordinance.

SECTION 5. Conflicts. After the effective date of this Ordinance, in any case where all or any part of this Ordinance is found to conflict with any provision of any other ordinance of the Town of Eatonville, to the extent of such conflict, all such ordinances are hereby repealed.

SECTION 6. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unenforceable, unlawful, or unconstitutional by a court of competent jurisdiction, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance.

SECTION 7. Effective Date. This Ordinance shall become effective upon adoption.

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

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

Attest:

TOWN OF EATONVILLE

Veronica King, Town Clerk

Angie Gardner, Mayor

Approved as to Form:

Clifford B. Shepard, Town Attorney



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

JUNE 3, 2025, AT 6:30 PM

Cover Sheet

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

ITEM TITLE: Discussion for Consideration of Approving the Architectural and Engineering Design Services for Frances Jerry Community Building/Police Substation (**Public Works**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: PUBLIC WORKS
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> Proposal for Architecture and Engineering Design Services for Frances Jerry Community Bldg.
CONSENT AGENDA	YES	
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: To discuss and consider of approval of the proposal for Architecture and Engineering Services for Frances Jerry Community Bldg.

SUMMARY: Cormia Design Group was selected to provide Architecture Services for the Community Bldg. at the Frances Jerry Park. The design will also accommodate for the future Phase 2 building for a community center and resilience hub.

RECOMMENDATION: Recommend the Town Council to discuss and consider of approval for the proposal for Architecture and Engineering Services for Frances Jerry Community Bldg.

FISCAL & EFFICIENCY DATA: Project is funded by DOJ Grant



May 12, 2025

PROPOSAL FOR ARCHITECTURE AND ENGINEERING DESIGN SERVICES

TO:

Attn: Katrina Gibson / Valerie Mundy
Town of Eatonville
307 East Kennedy Blvd.
Eatonville, FL 32751
kgibson@townofeatonville.org / vmundy@townofeatonville.org

FOR:

Frances Jerry Community Bldg. Police Substation
Eatonville, FL

Cormia Design Group is pleased to present this proposal for professional services to be performed at **Frances Jerry Community Bldg. and Police Substation** located in **Eatonville, FL**. We appreciate this opportunity to serve your Project goals.

The proposed **Frances Jerry Community Bldg. and Police Substation** is hereinafter referred to as the "Project."

Town of Eatonville, hereinafter referred to as the "Client", shall be the contracting entity for the Project, develop the Project, and provide the day-to-day directives to the Architect.

Cormia Design Group, hereinafter referred to as the "Architect", shall contract directly with the Client to provide professional services for the design and documentation for the Project.

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I. PROJECT UNDERSTANDING

The Project consists of the new construction of an approx. 1,500 SF police substation connected to a community event space. Project scope includes the schematic design for both buildings, but construction documents are limited to the police substation, the community event space proposal can be provided upon request. Police substation includes goal of conference room, office spaces (2 spaces), breakroom with kitchenette, storage and a restroom.

II. SCOPE OF ARCHITECT'S BASIC SERVICES

The Scope of Architect's Basic Services and associated fees of this proposal are based on the information provided to the Architect to date by the Client. This information was used to establish the amount of time and resources that will be necessary to design and document the Project.

The Scope of Architect's Basic Services is limited to the following professional services:

- Architectural Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Fire Protection Engineering
- Geotechnical Engineer
- Civil Engineering

The Scope of Architect's Basic Services *excludes* the following professional services and are *not* included in the fee for this Project. These services can be included as an [Additional Service](#) or may be contracted directly by the Client:

- Interior Design
- Landscape Architecture
- Specifications Writer
- Accessibility Consultant
- Acoustical Engineer
- Kitchen Designer
- Procurement/Purchasing of Furniture, Fixtures or Equipment
- Waterproofing Consultant
- Threshold Inspector

III. PHASES

Cormia Design Group proposes the following phases:

A. Civil Engineering

Upon receipt of the executed contract and initial payment, the Architect will coordinate the following:

1. Overall Project Site Layout
2. Site Geometry Plans
3. Demolition Plans
4. Grading and Drainage Plan
5. Water & Sewer Plans
6. Utility Adjustment Plans
7. SWPPP Plans
8. Temporary Traffic Control Plans
9. Site/Civil Details
10. Site/Civil Specifications
11. Following the review of the Design Documents, submission of an ERP permit application to the SJRWMD. All permit fees will be paid by the Town of Eatonville.
12. Overall Project Site Layout
13. 75% & 100% Construction Documents Meetings –will attend review meetings and respond in writing to all Site/Civil and Structural comments.
14. Apply for St. Johns River Water Management District (SJRWMD) Environmental Resource Permit
15. Apply for Town of Eatonville Building Permit

B. Geotechnical Engineering

Concurrent with the Civil Engineering phase, the Architect will coordinate the following:

1. Stake boring locations at the site.
2. Clear utilities at the boring locations.
3. Mobilize mud-bug drilling equipment and personnel.
4. Perform 2 Standard Penetration Test (SPT) borings to a depth of 20 feet in the proposed structure location. This depth of boring is estimated to be within the stress influence of shallow foundations for this structure.
5. Perform manual probes in the existing pond bottom to evaluate for soft sediments requiring removal prior to backfill of the pond.
6. Perform routine laboratory soil classification tests to enhance visual soil classification of samples obtained.
7. Issue a geotechnical engineering report signed and sealed by a Geotechnical Engineer licensed in Florida that will address the following topics:
 - a. Subsurface conditions at the boring locations
 - b. Measured and estimated seasonal high groundwater depths
 - c. Site preparation
 - d. Fill selection, placement and compaction
 - e. Foundation design recommendations
 - f. Pavement design recommendations

C. Schematic Design

Upon completion of the first two phases, the Architect will complete the following:

1. Establish program requirements with the Client.
2. Utilizing the Civil Engineer's site layout, the Architect will create a preliminary site plan indicating building massing, parking layout, trash service, major utilities, and buffers.
3. Tabulations for parking.

4. Proposed building floor plans.
5. Exterior building elevations.
6. Presentation of the Schematic Design to the Client for review and approval.

NOTE: This phase includes one (1) Client requested revision that does not involve a change in Project programming, scope, or size. Additional revisions requested will be completed as an [Additional Service](#) upon receipt of written Client approval.

D. Design Development

Upon Client approval of the Schematic Design, the Architect will complete the following:

1. Refine exterior elevations.
2. Select and specify exterior materials.
3. Present exterior material selections with samples and visual associations for Client review.
4. Refine floor plans, reflected ceiling plans, roof plans, exterior building elevations, interior elevations, building sections, and general wall sections.
5. Determination of the building structural system.
6. Determination of the mechanical, electrical, plumbing, and fire protection systems.
7. Start coordination with the consultant team.
8. All documents will be prepared from a working Building Information Model (BIM) by employing Autodesk Revit to LOD 200-300 (Level of Development) for elements within the Project scope (as defined by AIA standards).

NOTE: The Client may elect to use this set for preliminary construction pricing.

NOTE: This phase includes one (1) Client requested revision that does not involve a change in Project programming, scope, or size. Additional revisions requested will be completed as an [Additional Service](#) upon receipt of written Client approval.

E. Construction Documents

Upon Client approval of the Design Development phase, the Architect will complete the following:

1. Preparation of a 75% completed set of Construction Documents for Client review.
2. Preparation of a 100% completed set of Construction Documents, to include:
 - a. Floor Plans
 - b. Reflected Ceiling Plans
 - c. Roof Plans
 - d. Building Exterior Elevations
 - e. Interior Elevations
 - f. Building Sections
 - g. Wall Sections
 - h. Plan and Section Details
 - i. Door and Window Schedules
 - j. Structural Engineering Drawings
 - k. Mechanical Engineering Drawings
 - l. Plumbing Engineering Drawings
 - m. Electrical Engineering Drawings
 - n. Fire Protection Drawings
3. Construction Documents will be made available to the Client for distribution to the general contractor.

NOTE: Any change in Project programming, scope, or size will be completed as an [Additional Service](#) upon receipt of written Client approval.

F. Permitting

Upon Client approval of the Construction Document phase and with authorization to proceed, the Architect will complete the following:

1. Digitally sign and seal the final Construction Documents set for permitting.
2. Electronically submit the permit set to the authority having jurisdiction for plans review to obtain a building permit.
3. Respond to comments from the plans review process by the authority having jurisdiction.
4. Final Reissue Construction Documents to the Client upon permit approval.

NOTE: Permit fees are to be paid by Client directly to the authority having jurisdiction.

G. Construction Administration

Upon start of construction, the Architect will complete the following:

1. It is anticipated that construction will take six (6) months until issuance of the certificate of completion.
2. Review monthly payment applications from the general contractor.
3. Answer RFI's within five (5) business days of receipt by the Architect.
4. Review of required shop drawings within ten (10) business days of receipt by the Architect.
5. Review and return of RFI's, shop drawings and product data submittals will be conducted by using general contractor's hosted cloud-based system.
6. All submittals and RFI's shall be submitted digitally in PDF format.
7. Submittals must be reviewed by the contractor prior to submittal to the Architect.

H. Construction Observations

Concurrent with the Construction Administration phase, the Architect will complete the following:

1. Attend a total of six (6) site visits as scheduled during the construction of the Project. The visits will be performed to observe the progress of the work in accordance with the construction documents. Any site visits requested by the Client beyond the six (6) scheduled site visits are outside of the Architect's Scope of professional Services and shall be performed as an additional service per the terms and conditions outlined in Section IV. FEES AND COMPENSATION, Item D. Additional Services of this proposal.
2. Prepare a written Field Report to report on the observations of each site visit and to update the Client on the status of the Project.

IV. PROJECT TEAM MEMBERS

The Architect's Project Team shall consist of the following:

Architect

Cormia Design Group

President: Matthew Cormia, AIA NCARB

Director: Natalie Casey, AIA NCARB

Provides overall leadership for the Project to ensure the design intent is in compliance with the Client's targets.

Project Manager: Brittney Norwood / Raheem Bishop, AIA NCARB

Provides guidance to the day-to-day production of the Project and manages consultants. Guides production staff to meet deadlines.

Mechanical, Electrical, Plumbing, and Fire Protection Engineer

Hammond & Associates

Nate Hammond, PE

Structural Engineer

Brindley Pieters & Associates, Inc.

Trevor Adams, PE

Civil Engineer

Brindley Pieters & Associates, Inc.

Ira Battle, PE

Geotechnical Engineer

Geotechnical and Environmental Consultants, Inc.

Derek Huss, E.I.

V. SCHEDULE

The design and production schedule for this Project will be developed with the Client upon the Client's acceptance of the contract, establishment of a budget and understanding of the Client's goals to construct and open the facility. Once the design and production schedule has been established, the Architect will coordinate with the Client to develop a payment schedule for the scope of services for the duration of the Project.

VI. FEES AND COMPENSATION

The Architect's fee will be inclusive of costs for the services as listed above that are necessary to perform the work to produce documents that can be used to bid, obtain pricing, submit to the local agency with jurisdiction over the Project for plans review to obtain a building permit, and to construct the Project.

Progress shall be invoiced monthly based on services performed. Payments are due and payable within thirty (30) days of receipt of the Architect's invoice. All invoices must be current in order to receive deliverables.

A. Professional Design/Document Fees

See Exhibit I. Compensation Fee Chart.

B. Initial Payment

An initial payment in the amount of **\$30,000** shall be made upon execution of this Agreement. Project will start upon receipt of the initial payment.

C. Reimbursable Expenses

Reimbursable expenses shall be invoiced separately to the Client in addition to the fee for the Architect's Scope of Basic Services. Reimbursable expenses incurred on behalf of the Client to perform the services for the Project, and that are not included in the Architect's Scope of Basic Services fee compensation will be invoiced at 1.10 times the actual expenditure to cover administrative costs incurred by the Architect. These costs include but are not limited to:

- Reproduction, plots, special handling, and delivery of all documents.
- Transportation in connection with the Project, including gas/tolls/hotel.
- Subsistence (hotel accommodations, meals).
- Fees paid for securing approval of authorities having jurisdiction over the Project.
- Presentation materials.
- Renderings, models, and mock-ups requested by the Client.
- Mutually agreed upon art supplies to prepare presentations.
- Postage and handling of documents.
- Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Architect and the Architect's Consultants.
- Other reimbursable expenses as requested and approved by the Client.

All fees and reimbursable expenses quoted herein do not include any future state or federal mandated tax on professional service.

VII. ADDITIONAL SERVICES

The Client can elect to contract with the Architect or the Consulting Engineers for services not included in the Scope of Architect's Basic Services to be performed by the Architect as an Additional Service above and beyond the fees for the Scope of Architect's Basic Services stated herein. Additional Services shall be invoiced on an hourly basis. The Architect shall provide the Client with a written description of the Additional Services along with an estimate of the fee to perform and complete the work. The Architect

shall proceed with Additional Services only upon receipt of written approval of the scope of services for Additional Services and associated fee from the Client which shall act as authorization to proceed.

VIII. ARCHITECT'S HOURLY RATES

The Architect's 2025 hourly rates are as shown below. Consultant hourly rates can be provided upon request by the Client.

Principal/President	\$300.00 / hour
Director	\$225.00 / hour
Project Architect	\$225.00 / hour
Team Leader	\$185.00 / hour
Project Manager	\$185.00 / hour
Interior Designer	\$185.00 / hour
Project Coordinator	\$175.00 / hour
Construction Administration	\$165.00 / hour
Permitting Coordinator	\$165.00 / hour
3D Modeler/Renderer	\$150.00 / hour
Junior Designer	\$125.00 / hour
Revit Technician	\$125.00 / hour
Administrative	\$100.00 / hour

IX. STANDARD TERMS AND CONDITIONS

The Architect and Client shall be bound by the following Standard General Terms and Conditions as they pertain to the Scope of Architect's Basic Services for this Agreement:

A. Architect Responsibilities

Standard of Care

Consultant shall perform its services with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Architect makes no warranties or guaranties, express or implied, under this Agreement or otherwise in connection with Architect's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of this Project, this Standard of Care shall not be modified.

Code Compliance

Architect shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to Architect at the time services are provided.

Cost Evaluation

Evaluations of Client's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of Work prepared by Architect, represent Architect's judgment as a design professional. It is recognized, however, that neither Architect nor Client has control over the cost of labor, materials, or equipment: the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bid or negotiated prices will not vary from Client's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by Architect.

Deliverables (Per Scope of Services)

Architect shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the contract.

Signage

Architect shall be allowed to have a jobsite site sign on property during construction.

B. Client Responsibilities

Project Scope and Budget

Client shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated to the Cost of Work. The Project budget shall include contingencies for design development and, when required by the scope of the Project, construction of the Project. Client shall not significantly increase or decrease the overall Project scope, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of Architect to a

corresponding change in the Project scope, quality, and compensation of Architect.

Designated Client Representative

Client shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. Client or its Designated Representative shall render decisions and approve Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Architect's services.

Tests, Inspections, and Reports

When required by the scope of the Project, Client shall furnish tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

Client Provided Services and Information

Client has the right to retain its own consultants and contractors ("Client Architects") to perform services on the Project. In addition, Client shall furnish the services of design professionals other than those designated as the responsibility of Architect in this Agreement or authorize Architect to furnish them as an Additional Service, when Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

Architect shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Client, its Designated Representative, and Client's consultants. Architects shall have no responsibility for the technical content of Client's, its Designated Representative's and Client's consultants' services and information but shall provide prompt written notice to Client if Architect becomes aware of any error, omission, or inconsistency in such services or information.

Construction Contracts & Responsibilities

When applicable to scope of the Project, Client shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work") utilizing a construction contract based on AIA A201-2017 General Conditions of the Contract for Construction. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and name Client, Architect, and Architect's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless Client, Architect, and Architect's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

Client understands and acknowledges that: (1) Architect has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Document.

This issuance of a Certificate of Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

Client's Reduction of Scope of Services

If Client elects to terminate, modify, or reduce any portion of Architect's Service under this Agreement, Client shall indemnify and hold Architect and its subconsultants harmless from and against damages, losses, and judgements arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Architect did not provide or in which Architect did not participate.

Client Publicity

Client shall strive to have the Architects name on all press releases and renderings.

C. General Provisions

Limitation of Liability

The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither Architect, Architect's subconsultants (if any), nor their agent or employees shall be jointly, severally, or individually liable to Client in excess of the compensation to be paid pursuant to this Agreement by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

Ownership of Documents

All documents prepared or furnished by Architect pursuant to this Agreement are instruments of the Architect's professional service, and Architect shall retain Ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Architect grants Client a license to use instruments of Architect's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Architect's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Architect harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Use of Architect-Provided Information

The information provided by Architect is intended for the exclusive use of the Client for the Scope of Services defined herein and is not to be transmitted for the use of any other party nor used for any other Project. Client agrees to defend, indemnify, and hold Architect harmless from any claims, costs, or expenses, including attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of Architect-provided information, or transmission by Client to others of the information resulting from Architects Scope of Services.

Mutual Indemnification

Architect and Client each agree to indemnify the other against liability, damages, costs, and expenses including reasonable attorney's fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Architect nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither Architect nor Client shall have a duty to provide the other an up-front defense of any claim.

Mutual Waiver of Consequential Damages

Architect and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

Dispute Resolution

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a meet-and-confer session as a condition precedent to mediation.

Client and Architect shall endeavor to resolve claims disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Architect or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to bonding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall mutually agree on a method of binding dispute resolution, either litigation in a court of competent jurisdiction or arbitration.

Hazardous Materials

Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. Client shall indemnify and hold Architect harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the PROJECT SITE. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Architect's services and equitable adjustment of fees for Architect as mutually agreed by the parties.

Existing Conditions

Documents prepared by Architect will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Architect without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.

Disclaimer of Third-Party Reliance

Nothing Contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or Architect.

Governing Law

This Agreement shall be governed by, and Professional Services shall be performed in compliance with, the laws of the state wherein the Project is located.

Assignment

Client and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither Client nor Architect shall assign this Agreement without written consent of the other, except that Client may assign this Agreement to a lender providing financing for the Project, provided that all monies owed Architect are paid prior to the date of assignment and that

lender agrees to assume all of the Client's rights and obligations under this Agreement. Any expense incurred by Architect as a result of the assignment shall be considered as an Additional Service and compensated in accordance with this Agreement.

Force Majeure

In the event Architect is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause reasonably beyond its control, the time for completion of Architect's work shall be extended by the period of resulting delay.

Payments Due

Architect shall present monthly invoices for Professional Services earned and reimbursable expenses incurred, and Client shall pay the full amount thereof within fifteen (15) days after presentation. Any charges held to be in dispute by Client shall be identified in in writing to Architect within seven (7) days of presentation of Architect's invoice or shall be paid in full per the terms of this Agreement. If payment in full is not received per the terms of this Agreement, Architect shall have the right to suspend Services and withhold all documents until payment is received and apply a one and five tenths percent (1.5%) per month delinquency charge on the unpaid balance from the date of the invoice. Payment of such charge shall not excuse the default in payment or terminate the unperformed portion of this Agreement.

Suspension and Termination

In the event of suspension of Services, as outlined above or for any other reason beyond Architect's control, Architect shall have no liability to Client for delay or damages resulting from such suspension. PRIOR TO RESUMING Services, Architect shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Architect's fees for remaining Services and associated time schedules will also be equitably adjusted.

This Agreement may be terminated for cause after a five (5) day cure period by either party or for convenience upon five (5) days written notice by Client. Upon termination, all invoices presented by Architect for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable. In the event of termination for convenience, Client shall pay Architect a termination fee of ten percent (10%) of fees not yet earned.

D. State Statute

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE ARCHITECT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

X. PROPOSAL ACCEPTANCE FORM

Cormia Design Group Approved By

Client Approved By

Date

Date

Name & Title

Name & Title

Please provide the following billing information:

Name/Company Name

Billing Address

Contact Name

Contact Email

Contact Phone Number

Pd

Pd

Pd