HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR COUNCIL MEETING AGENDA

Tuesday, January 21, 2025, at 7:30 PM

Town Hall - 307 E Kennedy Blvd

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

I. CALL TO ORDER AND VERIFICATION OF QUORUM

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. APPROVAL OF THE AGENDA

IV. PRESENTATIONS AND RECOGNITION

A. Presentation of the Certificate of Appreciation **(Police)**

V. CITIZEN PARTICIPATION (Three minutes strictly enforced)

VI. PUBLIC HEARING

B. **First Reading** of Ordinance 2025-1- Revisions to the Land Development Code **(Planning)**

VII. CONSENT AGENDA

1. Approval of Town Council Meeting Minutes **(Clerk Office)**
2. Approval of Resolution 2025-1 Establishing the Designated Authorized Representative to Execute Clean Water and Drinking Water State Revolving Fund Loan Agreement **(Public Works)**
3. Approval of the Engineering Program Manager Agreement between Town and GCI, Inc. for the FDEP SRF Grant Funding **(Public Works)**

VIII. COUNCIL DECISIONS

4. Mutual Release With UPS Development Company, LLC and The Town of Eatonville **(Administration)**

IX. REPORTS

CHIEF ADMINISTRATIVE OFFICER'S REPORT
TOWN ATTORNEY'S REPORT
TOWN COUNCIL REPORT/DISCUSSION ITEMS
MAYOR'S REPORT

X. 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
JANUARY 21, 2025, AT 07:30 PM
Cover Sheet

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

ITEM TITLE: Presentation of the Certificate of Appreciation **(Police)**

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS	YES	**Department: Police Department**
PUBLIC HEARING 1ST / 2ND READING		**Exhibits:** • N/A
CONSENT AGENDA		
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Staff request the Town Council to accept the presentation of the Certificate of Appreciation for Officer Colangelo, Mrs. Colangelo, Bagel King, Puff 'n Stuff Catering, and Orlando Regional Realtor Association.

SUMMARY: The Eatonville Police Department Chief will present the Certificate of Appreciation to five (5) recipients; Officer Colangelo, Mrs. Colangelo, Bagel King, Puff 'n Stuff Catering, and Orlando Regional Realtor Association.

RECOMMENDATION: Staff recommend that the Town Council accept the awarding of the Certificate of Appreciation to five (5) recipients; Officer Colangelo, Mrs. Colangelo, Bagel King, Puff 'n Stuff Catering, and Orlando Regional Realtor Association.

FISCAL & EFFICIENCY DATA: N/A

HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
JANUARY 21, 2025, AT 7:30 PM
Cover Sheet

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

ITEM TITLE: **First Reading** of Ordinance 2025-1- Revisions to the Land Development Code **(Planning)**

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		**Department:** PLANNING DEPARTMENT
PUBLIC HEARING 1ST / 2ND READING	YES	**Exhibits:** • Ordinance 2025-1 • Exhibit "A" Chapter 64 Zoning, Exhibit "B" Chapter 65 Use Regulations, Exhibit "C" Business Impact Statement
CONSENT AGENDA		
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST:

Request for Approval of the First Reading of Ordinance 2025-1 Revisions to Chapter 64, Article III and the creation of a new Chapter, Use Regulations.

BACKGROUND:

The purpose of updating the towns zoning district uses is to provide a consolidated use table that includes a comprehensive list of uses for the town so that additional business, retail, offices, and residential uses are listed to ensure the town provides a range of uses to encourage redevelopment, infill with respect to the existing uses in the town. The Planning Board had a workshop on May 13, 2024, and during a regular Planning Board Meeting (June 13, 2024) voted unanimously to approve the recommended land development code revisions. A workshop with the Town Council was held on July 16, 2024, for review of the Planning Board recommendations and to provide additional public input and direction from the Town Council.

SUMMARY:

The consolidated use table will provide for permitted, not permitted, use specific standards and special exceptions, by zoning district. The table also provides for definitions of each use category and use type.

RECOMMENDATION:

Request for Approval of the First Reading of Ordinance 2025-1 Revisions to Chapter 64, Article III and the creation of a new Chapter, Use Regulations as presented.

FISCAL & EFFICIENCY DATA: N/A

ORDINANCE NO. 2025-1

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY CONSOLIDATING ZONING AND USE REGULATIONS INTO A CONSOLIDATED USE TABLE; REPEALING CERTAIN PROVISIONS RELATING TO PERMITTED USES, ACCESSORY USES, SPECIAL EXCEPTION USES, AND PROHIBITED USES IN CHAPTER 64, ARTICLE III. – ZONING DISTRICT REGULATIONS; CREATING CHAPTER 65 – USE REGULATIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, F.S. Chapter 163, Part II, empowers and requires the Town of Eatonville to plan for the Town's future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the Town; and

WHEREAS, the Planning and Zoning Board, designated as the local planning agency, held a properly noticed public hearing on June 13, 2024, to receive public comment on the subject matter of this Ordinance and to make its recommendation to the Town Council; and

WHEREAS, the Town Council held properly noticed public hearings at first and second reading of this Ordinance to review the recommendations of the Planning and Zoning Board and to receive public comment on the subject matter of this Ordinance; and

WHEREAS, the Town Council finds and determines that this amendment is internally consistent with the Town's Comprehensive Plan and is consistent with other controlling law to include, but not limited to Chapter 163, *Florida Statutes*.

WHEREAS, the Town Council hereby finds that this Ordinance serves a legitimate governmental purpose and is in the best interests of the public health, safety, and welfare of the citizens of Eatonville, Florida.

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

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

SECTION 2. Chapter 64, Article III, *Zoning District Regulations*, of the Town of Eatonville Land Development Code, is hereby amended and repealed, in part, as shown in Exhibit "A", attached hereto and incorporated herein by this reference.

SECTION 3. Chapter 65, *Use Regulations*, of the Town of Eatonville Land Development Code, is hereby created as shown in Exhibit "B", attached hereto and incorporated herein by this reference

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

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

SECTION 6. If any section, subsection, clause, or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 7. This Ordinance shall become effective upon its adoption.

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

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

TOWN OF EATONVILLE

Attest:

Angie Gardner, Mayor

Veronica King, Town Clerk

Approved as to form:

Clifford B. Shepard, Town Attorney

EXHIBIT "A"

Subpart B - LAND DEVELOPMENT CODE
Chapter 64 - ZONING
ARTICLE III. ZONING DISTRICT REGULATIONS

* * * *

DIVISION 2. R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

Sec. 64-91. Purpose and intent.

The purpose of the R-1 Single-Family Residential District is to delineate those areas, as defined in the town's comprehensive plan, suitable for residential development of a low density character together with associated accessory and related development uses.

~~**Sec. 64-92. Permitted uses.**~~

~~The following uses shall be permitted by right in the R-1 Single-Family Residential District:~~

~~(1) Single-family dwellings.~~

~~(2) Parks and recreational areas.~~

~~(3) Essential services.~~

~~**Sec. 64-93. Accessory uses.**~~

~~The following uses are permitted accessory uses incidental to the primary use in the R-1 Single-Family Residential District:~~

~~(1) Private swimming pool.~~

~~(2) Other accessory uses customarily incidental to a permitted use and not involving the conduct of a business except as provided for a home occupation.~~

~~**Sec. 64-94. Special exception uses.**~~

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted in the R-1 Single-Family Residential District:~~

~~(1) Home occupations.~~

~~(2) Churches.~~

~~(3) Schools, public and private.~~

Sec. 64-95. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height in the R-1 Single-Family Residential District are presented in tabular form in section 64-418.

Sec. 64-96. Other applicable regulations.

Other applicable lot and use regulations in the R-1 Single-Family Residential District are set forth in chapter 60, pertaining to supplementary zoning district regulations.

Sec. 64-97. Prohibited uses.

In no event, except for a catastrophic loss of existing housing occurring as a result of an act of God, such as hurricanes, tornadoes, fire, wind loss, etc., as so considered, will shortterm residential lodging be permitted within the R-1 Single-Family Residential District.

Secs. 64-98—64-109. Reserved.

DIVISION 3. R-2 SINGLE-FAMILY RESIDENTIAL DISTRICT

Sec. 64-110. Purpose and intent.

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

~~**Sec. 64-111. Permitted uses.**~~

~~The following uses shall be permitted by right in the R-2 Single-Family Residential District:~~

~~(1) Single-family dwellings.~~

~~(2) Parks and recreational areas.~~

~~(3) Essential services.~~

~~**Sec. 64-112. Accessory uses.**~~

~~Within the R-2 Single-Family Residential District the following uses are permitted accessory uses incidental to the primary use:~~

~~(1) Private swimming pool.~~

~~(2) Other accessory uses customarily incidental to a permitted use and not involving the conduct of a business except as provided for a home occupation.~~

~~**Sec. 64-113. Special exception uses.**~~

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted within the R-2 Single-Family Residential District:~~

~~(1) Home occupations.~~

~~(2) Churches.~~

~~(3) Schools, public and private.~~

~~(4) Adult facilities.~~

Sec. 64-114. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height are presented in tabular form in section 64-418.

Sec. 64-115. Other applicable regulations.

As related to the R-2 Single-Family Residential District other applicable lot and use regulations are set forth in chapter 60, pertaining to supplementary zoning district regulations.

Sec. 64-116. Prohibited uses.

(a) In no event, except for a catastrophic loss of existing housing occurring as a result of an act of God, such as hurricanes, tornadoes, fire, wind loss, etc., as so considered, will shortterm residential lodging be permitted within the R-2 Single-Family Residential District.

(b) Construction of duplexes in the R-2 Single-Family Residential District is prohibited.

Secs. 64-117—64-145. Reserved.

DIVISION 4. R-3 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

Sec. 64-146. Purpose and intent.

The purpose of the R-3 Multiple-Family Residential District is to delineate those areas, as defined in the town's comprehensive plan, where existing multiple-family development is recommended for continuation on a longterm basis and new multiple-family development is to be encouraged. As noted in the comprehensive plan, however, the primary method for providing new multiple-family development is through the application of the planned unit development provisions.

~~Sec. 64-147. Permitted.~~

~~The following uses shall be permitted by right in the R-3 Multiple-Family Residential District:~~

~~(1) Two-family dwellings.~~

~~(2) Multiple-family dwellings.~~

~~(3) Parks and recreational areas.~~

~~(4) Essential services.~~

~~(5) Nursing homes.~~

~~Sec. 64-148. Accessory uses.~~

~~The following uses are permitted accessory uses incidental to the primary use within the R-3 Multiple-Family Residential District:~~

~~(1) Private swimming pool.~~

~~(2) Private recreational facilities for the exclusive use of occupants and guests of a multifamily project.~~

~~(3) Off-street parking and loading area.~~

~~Sec. 64-149. Special exception uses.~~

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted in the R-3 Multiple-Family Residential District:~~

~~(1) Home occupations.~~

~~(2) Churches.~~

~~(3) Schools, public and private.~~

~~(4) General government facilities.~~

~~(5) Assisted living facilities (ALFs) for the elderly, aged 65 years or older, pursuant to supplemental criteria included in chapter 60, pertaining to supplemental zoning district regulations.~~

~~(6) Short duration residential lodging.~~

Sec. 64-150. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height are presented in tabular form in section 64-418.

Sec. 64-151. On-site recreation facilities.

There shall be provided on the site of a multiple-family development an area, either enclosed or unenclosed, devoted to the joint recreation use of the development's residents. These recreational facilities or areas shall consist of a minimum of 350 square feet of space per dwelling unit. Each recreation facility or area shall be developed with passive and active recreation facilities

Sec. 64-152. Other applicable regulations.

In reference to the R-3 Multiple-Family Residential District, other applicable lot and use regulations are set forth in chapter 60, pertaining to supplementary zoning district regulations.

Sec. 64-153. Site plan approval.

All applications for a day care facility in the R-3 Multiple-Family Residential District or C-3 General Commercial District must receive site plan approval from the town council prior to application for a building permit or business tax receipt.

Secs. 64-154—64-170. Reserved.

DIVISION 5. C-1 PLANNED COMMERCIAL DISTRICT

Sec. 64-171. Purpose and intent.

The purpose of this district is to delineate those areas, as identified by the town's comprehensive plan, suitable for large-scale commercial project, including shopping centers and individual commercial development along major roads.

~~**Sec. 64-172. Permitted uses.**~~

~~The following uses shall be permitted by right in the C-1 Planned Commercial District:~~

~~(1) Retail store.~~

~~(2) Personal service store.~~

~~(3) Business and professional office.~~

~~(4) Business and financial service facilities.~~

~~(5) Restaurant.~~

~~(6) Liquor lounge, package store, or night club.~~

~~(7) General government facilities.~~

~~(8) Essential services.~~

~~**Sec. 64-173. Accessory uses.**~~

~~The following uses are permitted accessory uses incidental to the primary use within the C-1 Planned Commercial District:~~

~~(1) Off-street parking and loading.~~

~~(2) Other accessory uses customarily incidental to a permitted use.~~

~~**Sec. 64-174. Special exception uses.**~~

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of a special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted:~~

~~(1) Shopping centers, provided the minimum lot area is one acre.~~

~~(2) Automobile gas or service station.~~

~~(3) Pool hall or game room, when located in a shopping center.~~

Sec. 64-175. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height are presented in tabular form in section 64-418.

Sec. 64-176. Other applicable regulations.

Other applicable lot and use regulations related to the C-1 Planned Commercial District are set forth in chapter 60, pertaining to supplementary zoning district regulations.

~~**Sec. 64-177. Prohibited uses.**~~

~~In no event, except for a catastrophic loss of existing housing occurring as a result of an act of God, such as hurricanes, tornadoes, fire, wind loss, etc., as so considered, will shortterm residential lodging be permitted within the C-1 Planned Commercial District.~~

Secs. 64-178—64-207. Reserved.

DIVISION 6. C-2 PLANNED OFFICE DISTRICT

Sec. 64-208. Purpose and intent.

The purpose of the C-2 Planned Office District is to delineate those areas, as identified in the town's comprehensive plan, recommended for development as an office park.

~~**Sec. 64-209. Permitted uses.**~~

~~The following uses shall be permitted by right in the C-2 Planned Office District.~~

~~(1) Business and professional office.~~

~~(2) Business and financial service facilities.~~

~~(3) Pharmacy.~~

~~(4) Restaurant.~~

~~(5) Essential services.~~

~~**Sec. 64-210. Accessory uses.**~~

~~The following uses are permitted accessory uses incidental to the primary use within the C-2 Planned Office District:~~

~~(1) Off-street parking and loading.~~

~~(2) Other accessory uses customarily incidental to a permitted use.~~

~~**Sec. 64-211. Special exception uses.**~~

~~The following special exception uses are permitted in the C-2 Planned Office District.~~

~~(1) Retail store.~~

~~(2) Personal service store.~~

Sec. 64-212. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height are presented in tabular form in section 64-418.

Sec. 64-213. Other applicable regulations.

Other applicable lot and use regulations regarding the C-2 Planned Office District are set forth in chapter 60, pertaining to supplementary zoning district regulations.

~~**Sec. 64-214. Prohibited uses.**~~

~~In no event, except for a catastrophic loss of existing housing occurring as a result of an act of God, such as hurricanes, tornadoes, fire, wind loss, etc., as so considered, will shortterm residential lodging be permitted within the C-2 Planned Office District.~~

Secs. 64-215—64-236. Reserved.

DIVISION 7. C-3 GENERAL COMMERCIAL DISTRICT

Sec. 64-237. Purpose and intent.

The purpose of the C-3 General Commercial District is to provide for the commercial development areas along major roads as recommended by the town's comprehensive plan.

~~**Sec. 64-238. Permitted uses.**~~

~~The following uses shall be permitted by right in the C-3 General Commercial District:~~

~~(1) Convenience store.~~

~~(2) Retail store.~~

~~(3) Personal service store.~~

~~(4) Business and professional office.~~

~~(5) Business and financial service facilities.~~

~~(6) Restaurant.~~

~~(7) Liquor lounge, package store, or night club.~~

~~(8) Plant nursery.~~

~~(9) General government facilities.~~

~~(10) Hotel or motel.~~

~~(11) Essential services.~~

~~(12) Day care facilities.~~

~~**Sec. 64-239. Accessory uses.**~~

~~The following are permitted accessory uses incidental to the primary use within the C-3 General Commercial District:~~

~~(1) Off-street parking and loading.~~

~~(2) Other accessory uses customarily incidental to a permitted use.~~

~~**Sec. 64-240. Special exception uses.**~~

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted within the C-3 General Commercial District:~~

~~(1) Automobile gas or service stations.~~

~~(2) Mobile homes intended to house business activities provided:~~

~~a. The mobile home will be permitted on the site for a period not to exceed 120 days.~~

~~b. The business must present plans for construction of a permanent structure at the time a request for a temporary mobile home is made.~~

~~c. The business provides a $1,000.00 bond to be forfeited to the town if the start of construction has not occurred within 60 days of issuance of a temporary mobile home use.~~

~~(3) Short-duration residential lodging.~~

~~(4) Businesses that sell alcoholic beverages for on- and off-premises consumption.~~

Sec. 64-241. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height are presented in tabular form in section 64-418.

Sec. 64-242. Other applicable regulations.

Other applicable lot and use regulations regarding the C-3 General Commercial District are set forth in chapter 60, supplementary zoning district regulations.

Sec. 64-243. Site plan approval.

All applications for a day care facility in the R-3 Multiple-Family Residential District or the C-3 General Commercial District must receive site plan approval from the town council prior to application for a building permit or business tax receipt.

Secs. 64-244—64-264. Reserved.

DIVISION 8. I-1 PLANNED INDUSTRIAL DISTRICT

Sec. 64-265. Purpose and intent.

The purpose of the I-1 Planned Industrial District is to provide sites for industrial development in those areas designated by the town's comprehensive plan. This district is intended to accommodate industrial operations engaged in the fabricating, repair, or storage of manufactured goods of such a nature that objectional byproducts of the activity are not a nuisance beyond the lot on which the facility is located.

~~Sec. 64-266. Permitted uses.~~

~~The following uses shall be permitted by right in the I-1 Planned Industrial District:~~

~~(1) Light manufacturing.~~

~~(2) Wholesaling.~~

~~(3) Reserved.~~

~~(4) Communication antennae and towers.~~

~~(5) Data center.~~

~~(6) Food commissary.~~

~~Sec. 64-267. Accessory uses.~~

~~The following uses are permitted accessory uses incidental to the primary use within the I-1 Planned Industrial District:~~

~~(1) Retail sales as an accessory to a permitted wholesale business.~~

~~(2) Offices required for the operation of a manufacturing wholesaling or warehousing business.~~

~~(3) Other uses customarily incidental to the permitted use.~~

~~Sec. 64-268. Special exception uses.~~

~~Upon application and after a favorable determination by the planning board and town council that all conditions and provisions of special exceptions uses have been satisfied and that the proposed use is consistent with sound zoning practices while meeting the conditions as specified for each use, the following uses may be permitted within the 1-1 Planned Industrial District:~~

~~(1) Automobile repair garages, including automobile painting, carwash and detail service.~~

~~(2) Automobile rentals.~~

~~(3) Warehousing, mini-warehouse, except bulk storage of fuel or toxic or flammable chemicals.~~

Sec. 64-269. Property development requirements.

Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, and maximum height within the I-1 Planned Industrial District are presented in tabular form in section 64-418.

Sec. 64-270. Other applicable regulations.

Other applicable lot and use regulations regarding the I-1 Planned Industrial District are set forth in chapter 60, pertaining to supplemental zoning district regulations.

~~Sec. 64-271. Prohibited uses.~~

~~In the I-1 Planned Industrial, the uses and structures prohibited are as follows:~~

(a) All industrial sites shall provide documentation of proposed work product, itemization of raw materials, analysis of waste by products, storage and treatment facilities, operational plans, etc., as required in article III of chapter 40, pertaining to sewers, at the time of application of site plan approval. The public works director will consider such information at the same time as plans are being reviewed for site development, and deficiencies in this data shall be regarded as an insufficiency for the purpose of site plan review.

(b) Residential uses.

(c) Motels, hotels, roominghouses.

(d) Outside storage, except for automobile dealerships. Any motor vehicles stored outside must be in operating condition at all times.

(e) All uses not specifically or provisionally permitted in this division or any use not in keeping with the industrial character of the district.

(f) Concrete, block, and asphalt plants including batch plants.

(g) Automobile junkyards, scrap yards, and salvage yards, auto body shops.

(h) Any use deemed objectionable because it may be noxious or injurious because of the production or emission of dust, smoke, refuse matter odor, gas fumes, noise, vibration or similar substances or conditions, and any one or combination of these may be prohibited; however, any one of these uses may be permitted if approved by the planning and zoning board and subject to the conditions, restrictions, requirements and safeguards as may be deemed necessary by the planning and zoning board for tile protection of health, safety and general welfare of the area.

(i) Storage of liquefied petroleum products and petrochemical products.

Sec. 64-272. Special exception conditions.

(1) *Automotive repair.*

a. All repair work and permanent storage of materials merchandise and lubrication repair and servicing equipment shall be conducted within the principal building.

b. No operator shall permit the storage of motor vehicles for a period in excess of 24 hours unless the vehicles are enclosed in the principal building.

c. Service or customer vehicles shall be parked on the premises in a manner that will not create traffic hazards or interfere with vehicular maneuvering area necessary to enter or exit the site.

d. No outdoor work shall be performed except in areas designated for such activity on an approved site plan. Such areas shall be fenced, walled and screened to minimize on and off-site noise, glare, odor, or other impacts.

e. Additional buffering and screening may be required where such use is located in close proximity to residential or retail commercial uses.

f. Additional uses, such as RV/boat storage and vehicle sales, are permitted in conjunction with this use, provided that they are permitted in the zoning district and all conditions are satisfied.

g. Must have a publicly advertised community meeting prior planning and zoning board.

(2) *Automotive dealerships vehicle sales.*

a. All outdoor vehicle display areas shall be identified on the site plan.

b. Visitor/employee parking shall be provided separately from display areas, and shall also be identified on the site plan.

c. All display areas visible from a public right-of-way or ad jacent residential use shall be screened such that there is a minimum ten-foot-wide landscape buffer planted with a minimum of one shade tree every 50 linear feet and a continuous hedge with a minimum height of three feet at time of planting. If the property is located such that the minimum buffer as required by this Land Development Code, landscaping, then the more conservative requirement shall apply.

d. A lighting plan shall be provided showing all outdoor lighting fixtures, type and wattage. Glare shall be minimized.

e. Hours of operation shall be restricted if located within 200 feet of a residential district, such that the business hours are 8:00 a.m. to 9:00 p.m. Monday through Saturday, and 10:00 a.m. to 6:00 p.m. on Sundays.

f. A minimum rear yard buffer area of 50 feet shall be required if adjacent to a residential district or conforming residential use.

g. All dealership-related activities, including office, repair, new car displays and similar uses, other than used car sales shall be on contiguous property and shall not be on Kennedy Boulevard.

h. Outdoor vehicle display areas may be on turf block or any other approved pervious surface.

i. Tandem parking for two vehicles shall be permitted for vehicle display areas.

j. Additional uses, such as RV/boat storage and vehicle repair are permitted in conjunction with this use provided that they are permitted in the zoning district and all conditions are satisfied.

k. Must have a publicly advertised community meeting prior to planning and zoning board.

(3) *Warehouses, mini.* Mini-warehouse developments shall de designed and constructed to comply with the following minimum requirements:

a. *Use limitation.* Mini-warehouses are intended exclusively for the storage of personal property and goods by the general public and for incidental storage of goods by small commercial uses. Each user shall have direct access to his rented space during all hours of operation. For each cubicle, no utility service other than lighting and one electrical outlet shall be permitted, except for air conditioning, dehumidifying, or similar equipment. Multiple storage cubicles collected into a single building for the purpose of air conditioning or dehumidification may be distinguished from commercial warehouses

by the provisions of direct access to a secured storage space by the renter. Mini-warehouse developments shall be limited to storage use only. No business activities, such as sales or service, shall be conducted on the premises. The operation of such a facility shall not be deemed to include a transfer and storage business where the use of vehicles is part of the business. Signs advertising individual businesses shall be prohibited. A mini-warehouse shall not be used as a business address for purposes of obtaining a business tax receipt, except for the mini-warehouse development itself. Manufacture, auto repair, or other similar activities are expressly prohibited.

b. *Storage.* All storage on the property shall be kept within an enclosed building. No unattended vehicles shall be permitted on the premises unless stored within an enclosed building.

c. *On-site circulation and driveway widths.*

1. All single-loaded driveways shall be a minimum of 20 feet in width.

2. All double-loaded driveways shall be a minimum of 30 feet in width.

3. Traffic direction shall be designated by signing and/or painting on driveway surfaces.

4. Access to storage cubicles shall only be provided from the interior of the site.

d. *Off-street parking.* Off-street parking shall be in accordance with chapter 3, article III of this land development code, on-site parking.

e. *Landscaping.* Landscape buffer areas shall be provided in order to reduce the visual impact of driveways, storage buildings and security fences common to mini-warehouse developments, a combination landscape screen and decorative masonry wall ranging from three feet to six feet in height may be required in the front yard, along the front yard setback, and along any property line that abuts a residential district or public right-of-way Where interior landscaping is to be provided, priority shall be given to softening end walls visible from a public right-of-way through foundation plantings, and to landscaping perimeter entryway and management office areas.

f. *Lighting.* All lights shall be shielded to direct light onto the mini-warehouse development and away from ad jacent property, but it may be of sufficient intensity to discourage vandalism and theft.

g. *Building treatment.*

1. Only muted earth-tone colored buildings and doors shall be permitted. Color selection shall be subject to the approval of the town planner.

2. Garage doors or simulated garage doors shall not be permitted on the side of a storage building facing a public right-of-way.

h. *Hours of operation Access to storage facilities shall not be allowed except during approved hours of operation.* Hours of operation shall be noted on the site plan submittals and designed to provide maximum safety for users while not interfering with existing or potential users of ad joining properties.

i. *Maximum height.* Four story, not to exceed 60 feet. Multiple-story buildings, exceeding 30 feet in height. In order to exceed the 30-foot height, buildings shall include architectural elements typically associated with office/professional buildings including, but not limited to, archways, windows, banding, decorative roof, and masonry or other finished exterior. Detailed building elevations indicating these elements, as well as materials, colors and dimensions shall be included in the site plan. Loading areas and overhead doors shall not be visible from the public right-of-way. Mini-warehouse developments with two or more buildings shall have consistent and coordinated architectural design. The design of the buildings shall be consistent and compatible with surrounding development. In addition to the architectural requirements, the development will be limited to a maximum impervious area of 40 percent on a site encompassing a minimum area of five acres, when located west of Interstate 4. Additionally, front and side corner setbacks or landscape buffers may be required as follows: Five feet of additional setback or buffer for each story over two stories, not to exceed ten feet per building story.

(4) *Vehicle washing or detailing.* Provided that the following minimum standards are met:

a. The site shall be located in a I-1 district except shall not be on Kennedy Boulevard.

b. No runoff of wash water onto ad joining properties shall be permitted.

c. Entrances and exits shall be designed to ensure that waiting lines will not extend into the public right-of-way.

d. Driveways shall be located at least 50 feet from any intersection.

e. No lighting shall be permitted which shall constitute a nuisance or shall in any way impair safe movement of traffic on any street or highway.

f. Except for uses limited to hand washing of ten or fewer cars a day, all washwater shall be recycled.

g. Site shall provide adequate stacking with a minimum of five spaces.

Secs. 64-273—64-290. Reserved.

DIVISION 9. PUD PLANNED UNIT DEVELOPMENT DISTRICT

Sec. 64-291. Purpose and intent.

The purpose of the PUD Planned Unit Development District is to promote economical and efficient land use for a variety of development types, including the provision of usable open space areas, innovative site planning concepts, and orderly and economical development. The PUD Planned Unit Development District is intended to operate as an overlay district with the base zoning establishing the parameters for permitted uses and intensity of development.

Sec. 64-292. Permitted uses.

(a) The following uses shall be permitted in the PUD Planned Unit Development District as established in the overall development plan:

(1) Planned residential communities.

(2) Planned commercial centers.

(3) Planned industrial parks.

(b) Within each PUD Planned Unit Development District, individual permitted uses shall be identified as the uses permissible in the base district included within the PUD Planned Unit Development. The base district is that district applied to the property prior to its inclusion in the PUD Planned Unit Development District project.

Sec. 64-293. Property development requirements.

Minimum lot sizes, yard areas, minimum and maximum building areas, maximum densities, maximum lot coverage, and maximum building heights shall be described in the written development agreement.

Sec. 64-294. Minimum application criteria.

In order to apply for a PUD Planned Unit Development District classification, the following conditions must be met:

(1) *Unified ownership.* All land within the PUD Planned Unit Development District shall be under the ownership of one person, either by deed, agreement for deed, or contract for purchase. PUD Planned Unit Development District applicants shall present either an opinion of title by an attorney licensed in the state or a certification by an abstractor or a title company, authorized to do business in the state that, at the time of application, unified ownership of the entire area within the proposed PUD Planned Unit Development District is in the applicant or contract seller. Unified ownership shall thereafter be maintained until the recording of the overall development plan or final plat.

(2) *Site size.* The site shall be a minimum of two acres in size with a frontage of at least 100 feet on a dedicated public thoroughfare.

Sec. 64-295. Approval procedure.

The procedure for obtaining approval of a planned unit development shall be as follows:

(1) *Preapplication stage.* A preapplication meeting is required before a PUD Planned Unit Development District rezoning application can be accepted. After the preapplication meeting, a sketch plan may be submitted for review and comment prior to filing the application for rezoning.

a. *Preapplication meeting.* The preapplication meeting is intended to provide an opportunity for an informational exchange between the applicant and the administrative staff. It will be arranged by the planning director. No fee shall be charged. The applicant need not submit any plans or other information. As a minimum, the applicant will be advised of the usual procedures and requirements. Forms, application materials, guidelines, checklists, copies of the comprehensive plan and of the zoning and subdivision regulations will be made available at a reasonable cost.

b. *Sketch plan (optional).*

1. After the preapplication meetings, a sketch plan may be submitted to the town. If submitted, written comments on the sketch plan shall be made by the planning director and any other interested departments within 30 days. The planning director shall coordinate this review. If submitted, a sketch plan shall indicate general land use categories and the approximate height, location, architectural character and density of dwelling units, and other structures. The sketch plan shall also show the tentative major street layout, approximate street widths, sites of schools, open space areas and parks, existing structures, waterways, wooded areas, wetlands, floodplain areas, if applicable, total acreage, and existing zoning. Finally, it shall include a vicinity map and any other information deemed appropriate by the applicant.
2. Written comments on the sketch plan are informational only and are subject to change after a more detailed review of the rezoning application.

(2) *Application stage.* An application for rezoning to PUD Planned Unit Development District, together with an overall development plan (ODP) and any required application fees shall be submitted to the planning director. If an applicant for rezoning desires concurrent review of an overall development plan (ODP) under the subdivision regulations, he shall so state at the time of application, and shall submit any additional information required by the subdivision regulations. The overall development plan shall consist of a preliminary plan and a written development agreement. These documents shall include the following information:

a. *Site development plan.* A site development plan shall be submitted according to the provisions of the town's site plan review requirements in chapter 54.

b. *Written development agreement.* In addition to the site development plan, a written development agreement shall be prepared following a general format supplied by the town at the preapplication meeting. The development agreement, along with the site development plan, shall govern the development of the PUD Planned Unit Development District and shall regulate the future use of the land. The development agreement shall include any statements or information requested by the town at the preapplication meeting, such as:

1. Evidence of unified ownership and control.
2. Statement agreement to:
    (i) Proceed with the proposed development according to all regulations;
    (ii) Provide appropriate performance and maintenance guarantees;
    (iii) Follow all other provisions of this article to the extent not expressly inconsistent with the written development agreement; and bind the applicant's successors in title to his commitments.
3. The acreage and percentage of the total land area devoted to each of the proposed land uses.
4. Maximum density for each type of dwelling unit.
5. Maximum building height.

6. Minimum building spacing and floor areas.
7. Lot sizes, yard areas, and buffer areas, including perimeter buffers.
8. Statement regarding the disposition of sewage and stormwater and arrangements for potable water.
9. When the PUD Planned Unit Development District is planned for phased development, a schedule of the phases.
10. The proposed language of any covenants, easements, or other restrictions.
11. Any additional information or statements subsequently deemed necessary by any reviewing department or agency.

(3) *Post approval stage.* Post approval stage after town approval of the rezoning application to PUD Planned Unit Development District, the site development plan and the written development agreement, both signed by the mayor and attested by the town clerk, shall be recorded in the public records of the county, at the expense of the applicant. The zoning map of the town shall be amended to record the PUD Planned Unit Development District approval by affixing the letters PUD Planned Unit Development District after the base district of the property and identifying the boundaries of the PUD Planned Unit Development District area.

Sec. 64-296. Amendments.

Minor amendments not altering the intent and purpose of the approved overall development plan may be approved by the planning director after such departmental comment as he deems appropriate. Any other revision of the overall development plan (ODP) or written agreement shall follow the procedures established for initial approval of the PUD Planned Unit Development District.

Secs. 64-297—64-325. Reserved.

DIVISION 10. DC/HO DOWNTOWN CULTURAL/HISTORICAL OVERLAY DISTRICT

Sec. 64-326. Purpose and intent.

The purpose of the DC/HO Downtown Cultural/Historical Overlay District is to promote a historically unified theme for development and redevelopment in the downtown central business district that is consistent and compatible with the town's designation as a historic site on the National Historic Register. This DC/HO Downtown Cultural/Historical Overlay District provides for flexibility and creativity in zoning and development performance criteria, as well as provide review procedures, using the base zoning to establish parameters for permitted uses and intensity of development. The DC/HO Downtown Cultural/Historical Overlay District is also intended to provide the flexibility for compatible mixed uses in development subject to the same planning review standards as found in the PUD Planned Unit Development District classification.

~~**Sec. 64-327. Permitted uses.**~~

~~The permitted uses within the DC/HO Downtown Cultural/Historical Overlay District shall be those as provided for in the individual Zoning district classifications found within the overlay~~

district area. The classifications found within the overlay district area are C-1 Planned Commercial District, C-3 General Commercial District and R-2 Single Family Residential District. In addition, as with PUD Planned Unit Development District Zoning, the permitted uses found within these districts shall be identified as uses permissible within the overlay district are when combined to form multiple use projects. In addition to the permitted uses found within the affected zoning classifications, this article hereby adds the following permitted uses to all zoning classifications found within the boundary of this overlay district, pursuant to the design and appearance standards found herein:

(1) Bed and breakfast-style lodging.

(2) Cultural/historic-oriented retail shops.

(3) A mixed-use structure of low intensity retail use such as, financial retail services, or jewelers on the ground floor and residential on the above floor.

(4) Reserved.

(5) Cultural/historic museums and exhibits.

(6) Automobile charging stations when designed to compatible with the downtown design concept.

Sec. 64-328. Special exception uses.

(a) Upon application and after a favorable determination by the planning board and town council that all conditions of special exception uses have been satisfied and that the proposed use is consistent with sound zoning practices, the following uses may be permitted within the DC/HO Downtown Cultural/Historical Overlay District, subject to site plan review:

(1) Reserved.

(2) Reserved.

(3) Publicly owned parking lots.

(b) Further, this chapter recognizes that some uses that are presently permitted in the affected zoning classifications may not be appropriate for inclusion in the town's cultural/historic district consequently, these are hereby prohibited within the DC/HO Downtown Cultural/Historical Overlay District. These include:

(1) Automobile repair businesses, carwashes.

(2) Private standalone parking lots.

(3) Automobile dealerships.

(4) Mobile home parks, dealers, and/or individual mobile homes.

(5) Outside equipment or materials storage of any kind.

(6) Drive-through businesses of any kind including restaurants, banks, pharmacies, liquor stores, convenience stores, etc.

(7) Convenience stores with gas pumps.

(8) Commercial landscape nurseries.

~~(9) Plasma Banks, blood banks, pain management clinics.~~

~~(10) Thrift stores, pawnshops.~~

~~(11) Food banks, congregate meal facility, homeless shelters.~~

Sec. 64-329. Property development requirements.

Within the DC/HO Downtown Cultural/Historical Overlay District minimum lot sizes, yard areas, minimum and maximum building areas, maximum densities, maximum lot coverage, maximum building heights, and proposed architectural standards shall be described in the written development agreement. Standards should closely approximate the standards found in single zoning classifications, and per the appearance standards found herein.

Sec. 64-330. Minimum application criteria.

In order to meet the review standards for the DC/HO Downtown Cultural/Historical Overlay District, the following conditions must be met:

(1) *Unified ownership.* All land within the overlay district proposed for each development or redevelopment project for which an application is submitted for review shall be under the ownership of one person or entity, either by deed, agreement for deed, or contract for purchase. Applicants shall present either an opinion of title by an attorney licensed in the state, or a certification by an abstractor or title company, authorized to do business in the state that at any time of application, unified ownership of the entire area within the proposed development or redevelopment is on the name of the applicant or the contract seller. Unified ownership shall thereafter be maintained until the execution of the project as evidenced by a certificate of occupancy, recording of the overall development plan, or a plat of the development.

(2) *Site size.* The site shall have no required minimum area, but must have at least 50 feet of frontage on a dedicated public thoroughfare within the DC/HO Downtown Cultural/Historical Overlay District.

(3) *Appearance standards.* The overall design concept of the development or redevelopment should encourage consistency and compatibility to the following architectural design concepts within the DC/HO Downtown Cultural/Historical Overlay District:

a. *Historic preservation.* The accurate restoration of an authentic existing pioneering structure, or structures having, or is suitable to obtain a historic designation or listing on the National Register of Historic Places. Such restoration must be consistent with the original appearance of the structure, and associated new construction must be of a consistent type, and done in such a way so as to preserve the original structure's historic designation. The developer should provide photographs and/or other written records, if possible as a means of demonstrating authenticity.

b. *Historic reconstruction.* The authentic reconstruction of a pioneering structure that once stood in the site, or was found within the town limits of the town between 1880 and 1920. Said construction must meet current building code requirements while adhering to the exterior appearance of the style which it mimics when

possible. The applicant should be able to present reasonably conclusive evidence of the appearance of the historic structure it seeks to mitigate.

c. *Period theme design.* The construction of new buildings and appurtenances around the central theme of historic state architecture typical of structures constructed in other places between 1860 and 1920. These architectural styles should propose building design that could have been in the town during that period. Various styles existed during this period which many used in context with the streetscape. Known as "cracker" "carpenter's gothic," "Queen Anne" or "neoclassical revival," etc., these architectural styles are varied. This is intended to be used where no historic or culturally meaningful structure had previously existed. Applicant should provide documentation to support the authenticity of style, color, and materials used. The town shall designate an appropriate party to provide review of the period design standards as plans are submitted for review, and make comments for authenticity.

Sec. 64-331. Approval procedure.

The procedure for obtaining approval of a project within the DC/HO Downtown Cultural/Historic Overlay District shall be as follows:

(1) *Preapplication stage.* A preapplication meeting is required between the developer and town staff before a project review application can be submitted. After the preapplication meeting, a sketch plan with building elevation concepts may be submitted for review and comment before submitting formal architectural and site engineering drawings for review.

a. *Preapplication meeting.* The preapplication meeting is intended to provide an opportunity for an informational exchange between the applicant and the administrative staff. It will be arranged by the planning director. No fee will be charged, and the applicant need not submit any plans or other information at that time. As a minimum, the applicant will be advised of the usual procedures and requirements. Forms, application materials, guidelines, checklists, copies of the comprehensive plan and of zoning and development regulations will be made available at reasonable cost.

b. *Sketch plan (optional).* After the preapplication meeting, a sketch plan may be submitted to the town. If submitted, written comments on the sketch plan shall be made by the planning director and any other interested departments within 30 days. Standard review fees as provided for pursuant to this Land Development Code will be charged. The planning director shall coordinate this review. If submitted, the sketch plan shall indicate general land uses, approximate height of structures, locations, setbacks, architectural elevations depicting the proposed character of facades and detailing, development density, vehicular and pedestrian traffic circulation, relationship to the town's (proposed) streetscape, landscape concepts, screening, proposed parking, existing structures, open space, acreage, floodplain areas, if applicable, surrounding zoning, and a vicinity map. Finally, it should include any other information deemed appropriate by the applicant.

Written comments on the sketch plan are informational only and are subject to change after a more detailed review of the development plan application.

(2) *Application stage.* A development plan application incorporating the above concept plan information, proposed exterior elevations and site engineering plans shall be submitted to the planning director. The development plan shall consist of a preliminary plan and a written development agreement.

a. *Site development plan.* A site development plan shall be submitted according to the provisions of the town's site plan review requirements in chapter 54. The site development plan should reference any proposed or existing historical streetscape plans or development proposed or constructed by the town.

b. *Written development agreement.* In addition to the site development plan, a written development agreement shall be prepared following a general format supplied by the town at the preapplication meeting. The development agreement, along with the site development plan, shall govern the development of the proposed site.

Secs. 64-332—64-350. Reserved.

DIVISION 11. HIGH DENSITY MIXED OFFICE-COMMERCIAL OVERLAY DISTRICTS

Sec. 64-351. Purpose and intent.

The purpose of the High Density Mixed Use Overlay District is to provide for the ability to develop high density mixed office-commercial projects where appropriate and provide for the development criteria, without removing the present land use, zoning and development criteria on those parcels. If certain conditions as found herein can be met by the developer, then development review may proceed pursuant to this section as verified in writing by the town's planning and zoning official.

Sec. 64-352. Description of district.

The High Density Mixed Office-Commercial Overlay District classification is intended to promote a mixture of high intensity office, support retail-commercial and service uses permitted on a selective basis where transportation and utilities are demonstrably available to support proposed development intensities in excess of those permissible under the existing zoning classifications.

~~**Sec. 64-353. Permitted uses.**~~

~~The uses permitted in the High Density Mixed Office-Commercial Overlay District are as follows:~~

~~(1) Office parks and office buildings—professional, business, physician or governmental;~~

~~(2) Restaurants with or without lounges;~~

~~(3) Personal service uses;~~

~~(4) Medical or dental clinics and/or laboratories;~~

~~(5) Laundry and dry cleaners;~~

~~(6) Quick copy printing shops;~~

~~(7) Health and fitness centers;~~

~~(8) Garage parking;~~

~~(9) Data processing computer centers;~~

~~(10) Financial institutions;~~

~~(11) Child care centers (deleted);~~

~~(12) Hotel or motel complexes with meeting space;~~

~~(13) Office showrooms;~~

~~(14) Any other use deemed compatible with the intent of this article as determined by the planning and zoning director.~~

Sec. 64-354. Conditional uses.

The conditional uses in the High Density Mixed Office-Commercial Overlay District are those specified under existing zoning classifications, and are not specified under this division as its purpose is to expand permitted uses under certain conditions. Conditional uses may not be included in proposed development activities under this division in the High Density Mixed Office-Commercial Overlay District, but must be approved under the existing zoning pursuant to the regulations pertaining to that zoning classification.

Sec. 64-355. Building height regulations.

The maximum height of a building or structure in the High Density Mixed Office-Commercial Overlay District is seven stories when a project or property has lot frontage on a state arterial roadway. The maximum height for a building or structure in projects or properties not fronting on a state arterial road is five stories. Shading studies may be required by the planning and zoning director to determine any effects of shadows cast on neighboring lands or structures. Results of the shading study will be reviewed and approved or denied by the planning and zoning director.

Sec. 64-356. Lot requirements.

The lot requirements in the High Density Mixed Office-Commercial Overlay District are as follows:

(1) Minimum lot area: None required except as set forth herein and all other applicable regulations found within this Land Development Code governing related criteria.

(2) Minimum lot width: 100 feet at front lot line or building line.

Sec. 64-357. Building setback requirements.

The building setback requirements in the High Density Mixed Office-Commercial Overlay District are as follows:

(1) *Front yard.* A minimum distance of 25 feet shall be provided from the closer of the front lot line or the existing or planned rights-of-way to the building site.

(2) *Side yard.* A minimum distance of ten feet shall be provided. If side yard abuts right-of-way, the setbacks shall be the same as front yards.

(3) *Abutting one-family and two-family residential.* A minimum distance of 30 feet shall be provided from the property line to the building site. Where the building exceeds 30 feet in height, the setback shall be equal to the height of such structure and parking will not be permitted in the first 30 feet closest to the property line. Low intensity lighting for parking lots may be required on a case-by-case basis.

Sec. 64-358. Landscape and buffer requirements.

All landscape and buffer requirements in the High Density Mixed Office-Commercial Overlay District shall be in accordance with article II of chapter 62, pertaining to landscape regulations and article III of chapter 62, pertaining to tree protection.

Sec. 64-359. Parking regulations.

Parking in the High Density Mixed Office-Commercial Overlay District may be allowed in any required yard, but shall not encroach into any required landscape area or where otherwise prohibited. For complete design standards see article XI of chapter 60, pertaining to off-street parking.

(1) *Parking reductions.* In order to reduce overall parking needs, the parking space requirements may be reduced for any site where the owner/developer provides the town with a parking management plan. This plan must demonstrate effective measures to reduce the need for parking on site. Such measures are not limited to the following:

a. Cross access for vehicles;

b. Pedestrian ways and bicycle facilities;

c. Circulation design to integrate adjoining uses;

d. Provide transit facilities on site;

e. Use of car pooling, van pools or other system which reduces the number of normally required parking spaces;

f. Staggered work hours;

g. Payments in lieu of parking to a trust fund for structured parking garages, if available;

h. Shared parking agreements.

(2) *On-site loading dock requirements.* A loading dock management plan will be required, if deemed necessary by the planning and zoning director. This plan is to accompany each site plan and graphically depict the proposed loading area and describe the frequency and hours of delivery.

Sec. 64-360. Sign regulations.

Signs for the High Density Mixed Office-Commercial Overlay District shall conform to the regulations found in chapter 52, pertaining to signs.

Sec. 64-361. Density intensity regulations.

Intensity for land uses permitted in the High Density Mixed Office-Commercial Overlay District under this article shall not be less than a minimum floor area ratio of 0.50 (FAR), or exceed a maximum floor area ratio of 1.0 (FAR) without development bonuses, or a maximum of 2.0 (FAR) with all bonuses taken.

Sec. 64-362. Development of regional impact (DRI) requirements.

Development of regional impact (DRI) applications are required for properties and/or projects that meet or exceed the development of regional impact (DRI) thresholds found in F.S. § 380.06, developments of regional impact.

Sec. 64-363. Open space requirements.

Open space requirements in the High Density Mixed Office-Commercial Overlay District shall not be less than 20 percent of the site area.

Secs. 64-364—64-374. Reserved.

EXHIBIT "B"

Subpart B - LAND DEVELOPMENT CODE

Chapter 65 - USE REGULATIONS

Chapter 65 Use Regulations, identifies the land uses that are allowed in each of the zoning districts established in this Land Development Code and any applicable standards that apply to the land uses. Section 65-1, Principal Uses, identifies land uses allowed as principal uses in the various zoning districts and sets out special standards that apply to several of the uses. Section 65-4, Accessory Uses and Structures, identifies land uses and structures commonly allowed as accessory to principal uses and sets out special standards that apply to particular accessory uses and structures. Section 65-6, Temporary Uses and Structures, identifies land uses or structures allowed on a temporary basis and sets out special standards that apply to particular temporary uses and structures.

Sec. 65-1. – Principal Uses.

(a) *Structure of the Principal Use Table*.

(1) *Organization and Classification*. Table 65-1(c): Principal Uses organizes allowable principal uses with the following three-tier classification hierarchy:

a. *Use Classifications*. The top-level use classifications are very broad and general (e.g., Residential Uses; Public, Civic, and Institutional Uses; Commercial Uses; Light Industrial, Research and Development, and Warehousing Uses).

b. *Use Categories*. Use categories represent major subgroups of the use classifications that have common functional, product, or physical characteristics, such as the type and amount of activity, type of occupants or users/customers, or operational characteristics. For example, the Commercial Use Classification is divided into multiple use categories, including Eating, Drinking, and Entertainment and Recreation and Tourism uses.

c. *Use Types*. Use types identify specific land uses whose characteristics fit within the various use categories. For example, use types within the Household living category include dwelling, single-family detached; dwelling, two-family (duplex); and dwelling, multifamily. Each use type is defined in Section 65-2, Classification of Principal Uses. Classifying principal uses in this manner provides a systematic basis for determining whether a particular land use not expressly listed should be considered a use that is either sufficiently similar to an existing use type and should be considered an allowed use, or conforms to the functional or physical characteristics of a use category and should be considered an allowed use.

(2) *Abbreviations*. Table 65-1(c): Principal Use table uses the following abbreviations to designate whether and how a principal use is allowed in a particular zoning district:

P	A "P" under a base zoning district column indicates that the use is allowed as a permitted principal use in the district, subject to any use-

	specific standards referenced in the right-most column in the row and all other applicable provisions of this LDC.
SE	A "SE" under a base zoning district column indicates that the use is allowable as a principal use in the district only upon approval of a special exception in accordance with Chapter 44, Article IV Special Exception and subject to any use-specific standards.
	A blank cell under a base zoning district column indicates that the use is prohibited as a principal use or special exception in the zoning district.
NP	An "NP" cell under an Overlay District column indicates that the use is prohibited as a principal use or special exception in the zoning district. (A blank cell is also considered prohibited).

(3) *Reference to Use-Specific Standards*. A particular use category or use type allowed as a principal use in a zoning district may be subject to additional standards that are specific to the particular use. The applicability of such use-specific standards is noted in the last column of Table 65-1(c): Principal Uses ("Use-Specific Standards"), through a reference to standards in Section 65-3, Standards Specific to Principal Uses.

(b) *Multiple Principal Uses*. A development may include a single principal use with one or more accessory uses that are customarily incidental and subordinate to the principal use (e.g., administrative offices as accessory to a school, retail sales, or light manufacturing use). A development may also include multiple principal uses, none of which is necessarily customarily incidental or subordinate to another principal use (e.g., a place of worship combined with a school, or a gas station combined with a convenience store, restaurant, or automotive repair use). A development with multiple principal uses shall include only those principal uses identified in Table 65-1(c): Principal Uses, as allowed in the applicable zoning district. Each principal use is subject to any use-specific standards applicable to the use.

(c) *Principal Use Table.*

Table 65-1(c): Principal Uses
P = permitted use
SE = allowed use with approval of special exception
Blank cell = use is prohibited
NP = not permitted (DT HIST)

Use Category	Use Type	Residential Districts			Non-Residential Districts				Overlays		Use-Specific Standards
		R-1	R-2	R-3	C-1	C-2	C-3	1-1	HD/MX/ OFF	DT HIST CULT	
Residential											
Household Living Uses	Dwelling, single-family detached	P	P						P (1)		
	Dwelling, townhouse			P							
	Dwelling, two-family (duplex)			P							
	Dwelling, three-family (triplex)			P							
	Dwelling, four-family (fourplex)			P							
	Dwelling, multifamily			P							
	Dwelling unit(s) above non-residential									P	
Group Living Uses	Assisted care community		SE	SE							
	Foster care home	P	P	SE							
	Group dwelling or lodging home	SE	SE	SE							
	Group home, small	P	P								
	Group home, large			SE							
Public, Civic, and Institutional											
Community Service Uses	Childcare center	SE	SE				P				
	Community center/civic club						P			P	
	Cultural facility						P			P	
	Government building					P	P	P	P	P	

(1) A single-family residential home, constructed prior to 2017, shall be that has been permitted to continue as a single family home use.

	Government facilities, general			SE							
	Post office					P	P				
	Religious Institution	SE	SE	SE			P				
Educational Uses	School, higher education (college or university)						P				
	School, secondary (K-12)	SE	SE	SE							
	School, vocational or trade						P	P			
Health Care Uses	Blood or plasma banks						SE	SE			
	Clinic and laboratory						P	P	P		
	Hospital						P				
	Nursing home			P	P						
	Outpatient care facility				P				P		
	Pain management clinic									NP	
Parks and Open Space Uses	Arboretum/botanical garden										
	Aviary/bird sanctuary										
	Community garden	P	P	P							
	Park, community	P	P	P	P	P	P		P	P	
	Park, neighborhood	P	P	P							
	Park, private			P							
Utility, Transportation, and Communication Uses	Bus or rail terminal, private										
	Newspaper/periodical publishing establishment							P			
	Parking facility, private								P	P	
	Parking facility, public						P		P		
	Solar energy collection facility, large-scale							P			
	Television or radio station						P	P			
	Utility facility, major				P	P	P	P			
	Utility facility, minor				P	P	P				
	Wireless communication facility/tower							P			
Commercial											
Animal Care Uses	Animal kennel							P			

	Veterinary hospital or clinic						P				
Business Support Service Uses	Call center							P	P		
	Conference or training center					P	P				
	Employment agency				P	P					
Eating, Drinking, and Entertainment Uses	Bars, taverns, or nightclubs				P		P				
	Limited service eating and drinking (non-alcoholic) establishments				P	P	P				
	Microbrewery or micro distillery						P				Sec. 65-3(1)b.
	Restaurant, take-out/delivery only				P		P				
	Restaurant, sit-down				P		P		P		
	Restaurant, drive-thru										
Funeral and Mortuary Service Uses	Crematory							P			
	Funeral home							P			
Office Uses	Contractor's office					P	P				
	General business office				P	P	P		P		
	Professional office				P	P	P		P		
Personal Service Uses											
	Arts, performing arts, or craft studios				P		P			P	
	Beauty salon, barber shop, or nail salon				P		P		P	P	
	Interior decorating shop				P		P		P	P	
	Laundry or dry-cleaning establishment				P		P		P	P	
	Laundry, self-service				P		P		P		
	Lawn care, pool, or pest control service				P		P				
	Massage therapy establishment				P		P		P	P	
	Personal or household goods repair shop				P		P		P		
	Personal training studio				P				P	P	

	Print shops, job printing, bindery, or silk screening				P		P	P			
	Tattoo or body piercing establishment										
	Travel agency				P	P	P		P	P	
Recreation and Lodging Uses	Arena, stadium, or amphitheater						SE				
	Bed & breakfast				P			P	P	P	
	Hotel or motel							P	P		
	Recreation facility, indoor				SE			P			
	Recreation facility, outdoor						SE				
	Short-term rental unit			SE			SE				
	Theater								P	P	
Retail Sales Uses	Alcoholic beverage retail sales						P				
	Bank or other financial institution				P	P			P		
	Check cashing business				P		P				
	Computer hardware service						P				
	Consumer goods establishment				P		P			P	
	Convenience store without gas						P			P	
	Convenience store with gas						SE			NP	
	Drugstore or pharmacy				P	P					
	Farmer's market				P						
	Grocery store and food market				P		P			P	
	Pawnshop									NP	
	Shopping center				P						
Vehicle Sales, Rental, Service, and Repair Uses	Automobile repair and service garage				SE		SE	SE		NP	Sec. 65-3(2)a.
	Automobile sales/dealership							SE			Sec. 65-3(2)b.
	Automobile rental							SE			

	Car Wash									NP	Sec. 65-3(2)c.
Water-Related Uses	Boat sales, rental, service, or repair							P			Sec. 65-3(1)a.
Industrial											
Industrial Service Uses	Educational, scientific, or industrial research or development							P			
	Industrial service uses							P			
Manufacturing and Production Uses	Manufacturing, assembly, or fabrication, light							P			
Warehouse and Freight Movement Uses	Showroom, wholesale								P		
	Warehouse, mini storage							SE			Sec. 65-3(2)d.
	Warehouse, distribution							P			

Sec. 65-2. – Classification of Principal Uses.

(a) *Residential Uses Classification*.

(1) *Household Living Uses*. The Household Living Uses category includes use types providing for the residential occupancy of a dwelling unit by a single family. Tenancy is generally arranged on a month-to-month or longer basis. Use types include: live-work dwellings, multifamily dwellings, single-family attached (townhome) dwellings, single-family detached dwellings, two-family (duplex) dwellings, and dwelling units within a professional office building for owner or custodian. This use category does not include residential use types that generally involve some level of managed personal care for a larger number of residents (e.g., continuing care communities or large group homes), which are categorized in the Group Living Uses category. Accessory uses common to Household Living Uses include accessory dwelling, home-based businesses, and swimming pools

(2) *Group Living Uses*. The Group Living Uses category includes use types providing for the residential occupancy of a group of living units by persons who may or may not constitute a single family and may receive some level of personal care. Individual living units often consist of a single room or group of rooms without cooking and eating facilities (though some do have such facilities), but unlike a hotel/motel, are generally occupied on a monthly or longer basis. Use types include assisted care community, extended care facility, foster home, group dwelling or lodging home, group home, and similar uses. This use category does not include use types where persons generally occupy living units for periods of less than thirty (30) days (e.g., hotel/motels), which are categorized in the Visitor Accommodation Uses category. It also does not include use types where residents or inpatients are routinely provided

more than modest health care services (e.g., nursing homes), which are categorized in the Health Care Uses category. Accessory uses common to group living uses include recreational facilities, administrative offices, and food preparation and dining facilities.

(b) *Public, Civic, and Institutional Uses Classification*.

(1) *Community Service Uses*. The Community Service Uses category includes use types of a public, nonprofit, or charitable nature providing a local service (e.g., childcare facility, cultural, recreational, counseling, funeral services, training, religious) directly to people of the community. Generally, such uses provide ongoing continued service on-site or have employees at the site on a regular basis. The category does not include uses with a residential component. Use types include adult day care; banquet facility; childcare center; civic building; community center/civic club; community service facility; cultural facility; government building post office; religious institution; and similar uses. This use category does not include private or commercial health clubs or recreational facilities (categorized in the Recreation/Entertainment Uses category), or counseling in an office setting (categorized in the Office Use category), or passenger terminals for public transportation services (categorized in the Transportation Use category). Accessory uses may include offices, meeting areas, food preparation and dining areas, health and therapy areas, and indoor and outdoor recreational facilities.

(2) *Education Uses*. The Educational Uses category includes use types such as public schools and private schools (including charter schools) at the elementary, middle, or high school level that provide State-mandated basic education or a comparable equivalent. This use category also includes colleges, universities, and other institutions of higher learning such as vocational or trade schools that offer courses of general or specialized study leading to a degree or certification. Accessory uses at all education uses may include offices, play areas, recreational and sport facilities, cafeterias, theaters, auditoriums, and before- or after-school day care. Accessory uses at colleges or universities may additionally include dormitories, food service, laboratories, health care facilities, meeting areas, athletic facilities and fields, maintenance facilities, and supporting uses (e.g., eating establishments, bookstores).

(3) *Health Care Uses*. The Health Care Uses category includes use types providing a variety of health care services, including surgical or other intensive care and treatment, various types of medical treatment, nursing care, preventative care, diagnostic and laboratory services, and physical therapy. Care may be provided on an inpatient, overnight, or outpatient basis. Use types include clinic and laboratory; hospital; nursing home; outpatient care facility; pain management clinic; and similar uses. This use category does not include assisted living facilities or similar facilities which focus on providing personal care rather than medical care to residents and are categorized in the Group Living Uses category. Accessory uses may include food preparation and dining facilities, recreation areas, offices, meeting rooms, teaching

facilities, hospices, maintenance facilities, staff residences, and limited accommodations for members of patients' families.

(4) *Parks and Open Space Uses*. The Parks and Open Space Uses category includes use types focusing on open space areas largely devoted to natural landscaping and outdoor recreation and tending to have few structures. Use types include: arboretum or botanical garden; aviary and bird sanctuary; neighborhood park; community park; and similar uses. This use category does not include golf courses, golf driving ranges, or other primarily outdoor recreational uses (categorized in the Recreation and Lodging Uses category). Accessory uses may include caretaker's quarters, clubhouses, statuary, fountains, maintenance facilities, concessions, and parking.

(5) *Utility, Transportation, and Communication Uses*.

a. The Utility Uses category includes both major utilities, which are infrastructure services that provide regional or Town-wide service, and minor utilities, which are infrastructure services that need to be placed in or near where the service is provided. Large-scale solar energy collection systems that constitute a principal use of a lot are included as a special type of major utility use. Services may be publicly or privately provided and may include on-site personnel. Accessory uses may include offices, monitoring, or storage areas.

b. The Transportation Uses category includes use types providing for passenger terminals for surface or water-based transportation. Accessory uses may include freight handling areas, concessions, offices, maintenance, limited storage, and fueling facilities. Use types include passenger stations/terminals for ground transportation services (e.g., buses); park and ride facilities; and parking facilities (as a principal use). This use category does not include transit-related infrastructure such as bus stops and bus shelters (deemed minor utilities under the Utility Uses category).

c. The Communication Uses category includes use types that accommodate communication-related uses. Use types include television and radio stations; wireless communication facilities; and related uses.

(c) *Commercial Uses Classification*.

(1) *Animal Care Uses*. The Animal Care Uses category is characterized by use types related to the provision of medical services, general care, and boarding services for household pets and domestic animals. Use types include animal kennels (that provide boarding); veterinary hospitals or clinics; and similar uses.

(2) *Business Support Services Uses*. The Business Support Service Uses category includes use types primarily providing routine business support functions for the day-to-day operations of other businesses, as well as to households. Use types include call center; conference or training center; employment agency; and similar uses.

(3) *Eating, Drinking, and Entertainment Uses*. The Eating or Drinking Establishment Uses category consists of establishments primarily engaged in the preparation and serving of food or beverages for on- or off-premises consumption. Use types include bars and nightclubs; limited-service eating and drinking establishments; microbreweries and microdistilleries; restaurants, take-out/delivery only; restaurants, sit-down; and similar uses. Accessory uses may include areas for outdoor seating, drive-through service facilities, facilities for live entertainment, and valet parking services.

(4) *Funeral and Mortuary Service Uses*. The Funeral and Mortuary Services Uses category consists of establishments that provide services related to the death of a human being or animal. Use types include crematories; funeral homes; and similar uses.

(5) *Office Uses*. The Office Uses category includes office buildings that house activities conducted in an office setting, usually with limited contact with the general public, and generally focusing on the provision of business services, professional services (e.g., accountants, attorneys, engineers, architects, planners), financial services (e.g., lenders, brokerage houses, tax preparers), or small-scale video or audio production services that are entirely conducted indoors (e.g. video editing, podcast recording and production). Use types include contractor's offices; general business offices; professional offices; and similar uses. This use category does not include offices that are a component of or accessory to a principal use in another use category, such as medical/dental offices (categorized in the Health Care Uses category) or banks or other financial institutions (categorized in the Retail Sales and Service Uses category). Accessory uses may include cafeterias, lunch rooms, recreational or fitness facilities, incidental commercial uses, or other amenities primarily for the use of employees in the offices.

(6) *Personal Service Uses*. The Personal Services Uses category consists of establishments primarily engaged in the provision of frequent or recurrent-needed services of a personal nature. Use types include arts, performing arts, or craft studio; beauty salon, barber shop, or nail salon; caterer, interior decorating shop; laundry or dry cleaning pick-up establishment; laundry, self-service; lawn care, pool, or pest control service; personal or household goods repair shop; print shops, job printing, bindery, or silk screening; travel agency; and similar uses.

(7) *Recreation and Lodging Uses*. The Recreational/Entertainment Uses category includes use types providing indoor or outdoor facilities for recreation or entertainment-oriented activities by patrons or members. Use types include: arenas, stadiums, or amphitheaters; cinemas; country clubs; golf courses; golf driving ranges; nightclubs; performance arts centers; recreation facilities, recreation facilities, indoor (amusement arcades, amusement centers, aquatics centers health clubs, recreation courts, skating facilities, swimming pools, and similar uses); and recreation facilities, outdoor (archery, baseball batting ranges, athletic fields, miniature golf courses,

recreation courts, swimming pools, and similar uses). It does not include recreational facilities that are accessory to parks (categorized as open space uses), or that are reserved for use by a residential development's residents and their guests (e.g., accessory community swimming pools and other recreation facilities). Accessory uses may include offices, concessions, snack bars, and maintenance facilities.

(8) *Retail Sales Uses*. The Retail Sales Uses category includes use types involved in the sale, rental, and incidental servicing of goods and commodities that are generally delivered or provided on the premises to a consumer. Use types include alcoholic beverage retail sales; bank or financial institution; carpentry and cabinet shop; computer hardware service; consumer goods establishment; drugstore/pharmacy; farmers' market; grocery store and food market; shopping center; and related uses. This use category does not include sales or service establishments related to vehicles (the Vehicle Services and Sales Uses category), the provision of financial, professional, or business services in an office setting (categorized in the Office Uses category), uses providing recreational or entertainment opportunities (categorized in the Recreation and Tourism Uses category), uses that provide personal services such as dry cleaning or laundry establishments, or product repair or services for consumer and business goods (categorized in the Personal Services Uses category). Accessory uses may include offices, storage of goods, assembly or repackaging of goods for on-site sale, concessions, ATM machines, and outdoor display of merchandise. No non-medical marijuana sales use is permitted.

(9) *Vehicle Sales, Rental, Service, Repair, and Parking Uses*. The Vehicle Sales and Service Uses category includes use types involving the direct sales and servicing of motor vehicles, including automobiles, trucks, motorcycles, and recreational vehicles, as well as trailers — whether for personal transport, commerce, or recreation. Use types include automotive repair and service garages; automobile service station; bus or rail terminal; mobility services; personal vehicle sales; personal vehicle rentals; and similar uses. Accessory uses may include offices, sales of parts, maintenance facilities, and vehicle storage.

(10) *Boat Sales, Rental, Service, Repair, and Parking Uses*. The Boat Sales and Service Uses category includes use types involving the direct sales and servicing of boats, including jet ski's, sailboats, motorized boats, as well as trailers — whether for personal transport, commerce, or recreation. Use types include boat sale repair and service garages; boat service station; boat sales; boat rentals; and similar uses. Accessory uses may include offices, sales of parts, maintenance facilities, and boat storage.

(d) *Industrial Classification*.

(1) *Generally*. All industrial sites shall provide documentation of proposed work product, itemization of raw materials, analysis of waste by products, storage and treatment facilities, operational plans, etc., pertaining to sewers, at the time of application of site plan approval. The public works director will consider such information at the

same time as plans are being reviewed for site development, and deficiencies in this data shall be regarded as an insufficiency for the purpose of site plan review.

(2) *Industrial Service Uses*. The Industrial Services use category includes use types involving the repair or servicing of industrial or business machinery equipment, products, or by-products, and firms that service consumer goods for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site. Few customers, especially the general public, come to the site.

(3) *Light Industrial*. The Light Industrial use category includes use types involved in the processing, production, fabrication, packaging, or assembly of goods. Products may be finished or semi-finished and are generally made for the wholesale market, made for transfer to other plants, or made to order for firms or consumers. This use category does not include heavy manufacturing, which generally has more significant impacts off-site and additional outside storage. Goods are generally not displayed or sold on-site, but if so, such sales are a subordinate part of total sales. Relatively few customers come to the site. Accessory uses may include limited retail sales and wholesale sales, offices, cafeterias, employee recreational facilities, warehouses, storage yards, repair facilities, and security and caretaker's quarters.

(4) *Warehouse and Freight Movement Uses*. The Warehouse and Freight Movement Uses category includes use types involving the storage or movement of goods for themselves or other firms or businesses. Goods are generally delivered to other firms or the final consumer, except for some will-call pickups. There is little on-site sales activity with the customer present. Accessory uses include offices, truck fleet parking, outdoor storage, and maintenance areas. Example use types include separate storage warehouses (used for storage by retail stores such as furniture and appliance stores), distribution warehouses (used primarily for temporary storage pending distribution in response to customer orders), cold storage plants (including frozen food lockers), and outdoor storage (as a principal use). This use category does not include contractor's yards or uses involving the transfer or storage of solid or liquid.

Sec. 65-3. – Standards Specific to Principal Uses.

(a) The following standards are requirements to be met: (1) Use-Specific Standards OR (2) special exceptions with criteria, they would still require Planning Board recommendation and town council approval. Those special exceptions with criteria will need to have competent substantial evidence for denial if all the conditions are met.

(b) *Principal Uses Permitted with Conditions*.

(1) *Boat sales, service, rental or repair*.

a. Boats shall be not stored as a source of parts.

b. Discarded parts resulting from any repair work shall be removed promptly from the premises.

c. The use shall be designed so that service bays are not visible from an adjoining street.

d. Repair of all boats and equipment shall occur within an enclosed building.

e. Outdoor boat and equipment storage is allowed in an outdoor storage area that is not visible from roadways and shall be designed to complement the primary building on site.

f. Boats that are repaired and awaiting removal shall be stored for no more than 30 consecutive days. A boat abandoned by its lawful owner before or during the repair process may remain on site after the 30-day period, provided the owner or operator of the establishment demonstrates steps have been taken to remove the boat from the premises using the appropriate legal means.

g. Additional buffering and screening may be required where such use is located within 500 feet or closer to residential or retail commercial uses such that there is a minimum ten-foot-wide landscape buffer planted with a minimum of one shade tree every 50 linear feet and a continuous hedge with a minimum height of three feet at time of planting. If the property is located such that the minimum buffer as required by this Land Development Code, landscaping, then the more conservative requirement shall apply.

h. A lighting plan shall be provided showing all outdoor lighting fixtures, type and wattage. Glare shall be minimized.

(2) *Microbrewery or microdistillery*.

a. The minimum area of the eating, drinking, and entertainment area of the brewpub or microbrewery shall be at least 1,500 square feet but no more than 65 percent of the total square footage for the establishment.

b. The establishment shall have fenestration through vision glass, doors, or active outdoor spaces along a minimum of 50 percent of the length of the building side that fronts the street, unless the building in which it is located is an adaptive re-use and the building makes compliance impracticable.

c. Facilities for off-site distribution of manufactured beer are allowed only if conducted from the rear of the building, with adequate loading and access for the activity.

(c) *Principal Uses with Criteria for Special Exceptions*.

(1) *Automotive repair*.

a. All repair work and permanent storage of materials, merchandise, and lubrication repair and servicing equipment shall be conducted within the principal building.

b. No operator shall permit the storage of motor vehicles for a period in excess of 24 hours unless the vehicles are enclosed in the principal building.

c. Service or customer vehicles shall be parked on the premises in a manner that will not create traffic hazards or interfere with the vehicular maneuvering area necessary to enter or exit the site.

d. No outdoor work shall be performed except in areas designated for such activity on an approved site plan. Such areas shall be fenced, walled and screened to minimize on and off-site noise, glare, odor, or other impacts.

e. Additional buffering and screening may be required where such use is located in close proximity to residential or retail commercial uses.

f. Additional uses, such as RV/boat storage and vehicle sales, are permitted in conjunction with this use, provided that they are permitted in the zoning district and all conditions are satisfied.

g. Must have a publicly advertised community meeting prior to planning and zoning board.

(2) *Automotive dealerships vehicle sales*.

a. All outdoor vehicle display areas shall be identified on the site plan.

b. Visitor/employee parking shall be provided separately from display areas and shall also be identified on the site plan.

c. All display areas visible from a public right-of-way or adjacent residential use shall be screened such that there is a minimum ten-foot-wide landscape buffer planted with a minimum of one shade tree every 50 linear feet and a continuous hedge with a minimum height of three feet at time of planting. If the property is located such that the minimum buffer as required by this Land Development Code, landscaping, then the more conservative requirement shall apply.

d. A lighting plan shall be provided showing all outdoor lighting fixtures, type and wattage. Glare shall be minimized.

e. Hours of operation shall be restricted if located within 200 feet of a residential district, such that the business hours are 8:00 a.m. to 9:00 p.m. Monday through Saturday, and 10:00 a.m. to 6:00 p.m. on Sundays.

f. A minimum rear yard buffer area of 50 feet shall be required if adjacent to a residential district or conforming residential use.

g. All dealership-related activities, including office, repair, new car displays and similar uses, other than used car sales shall be on contiguous property and shall not be on Kennedy Boulevard.

h. Outdoor vehicle display areas may be on turf block or any other approved pervious surface.

i. Tandem parking for two vehicles shall be permitted for vehicle display areas.

j. Additional uses, such as RV/boat storage and vehicle repair are permitted in conjunction with this use provided that they are permitted in the zoning district and all conditions are satisfied.

k. Must have a publicly advertised community meeting prior to planning and zoning board.

(3) *Vehicle washing or detailing*. Provided that the following minimum standards are met:

a. The site shall be located in a I-1 district, except that it shall not be on Kennedy Boulevard.

b. No runoff of wash water onto adjoining properties shall be permitted.

c. Entrances and exits shall be designed to ensure that waiting lines will not extend into the public right-of-way.

d. Driveways shall be located at least 50 feet from any intersection.

e. No lighting shall be permitted which shall constitute a nuisance or shall in any way impair safe movement of traffic on any street or highway.

f. Except for uses limited to hand washing of ten or fewer cars a day, all wash water shall be recycled.

g. Site shall provide adequate stacking with a minimum of five spaces.

(4) *Warehouses, mini*. Mini-warehouse developments shall be designed and constructed to comply with the following minimum requirements:

a. *Use limitation*. Mini warehouses are intended exclusively for the storage of personal property and goods by the general public and for incidental storage of goods by small commercial uses. Each user shall have direct access to his rented space during all hours of operation. For each cubicle, no utility service other than lighting and one electrical outlet shall be permitted, except for air conditioning, dehumidifying, or similar equipment. Multiple storage cubicles collected into a single building for the purpose of air conditioning or dehumidification may be distinguished from commercial warehouses by the provisions of direct access to a secured storage space by the renter. Mini-warehouse developments shall be limited to storage use only. No business activities, such as sales or service, shall be conducted on the premises. The operation of such a facility shall not be deemed to include a transfer and storage business where the use of vehicles is part of the business. Signs advertising individual businesses shall be prohibited. A mini-warehouse shall not be used as a business address for purposes of obtaining a business tax receipt, except for the mini-warehouse development itself. Manufacture, auto repair, or other similar activities are expressly prohibited.

b. *Storage*. All storage on the property shall be kept within an enclosed building. No unattended vehicles shall be permitted on the premises unless stored within an enclosed building.

c. *On-site circulation and driveway widths*.

i. All single-loaded driveways shall be a minimum of 20 feet in width.

ii. All double-loaded driveways shall be a minimum of 30 feet in width.

iii. Traffic direction shall be designated by signing and/or painting on driveway surfaces.

iv. Access to storage cubicles shall only be provided from the interior of the site.

d. *Off-street parking*. Off-street parking shall be in accordance with Chapter 60 Article XI, off street parking.

e. *Landscaping*. Landscape buffer areas shall be provided in order to reduce the visual impact of driveways, storage buildings and security fences common to mini-warehouse developments, a combination landscape screen and decorative masonry wall ranging from three feet to six feet in height may be required in the front yard, along the front yard setback, and along any property line that abuts a residential district or public right-of-way Where interior landscaping is to be provided, priority shall be given to softening end walls visible from a public right-of-way through foundation plantings, and to landscaping perimeter entryway and management office areas.

f. *Lighting*. All lights shall be shielded to direct light onto the mini-warehouse development and away from adjacent property, but it may be of sufficient intensity to discourage vandalism and theft.

g. *Building treatment*.

i. Only muted earth-tone-colored buildings and doors shall be permitted. Color selection shall be subject to the approval of the town planner.

ii. Garage doors or simulated garage doors shall not be permitted on the side of a storage building facing a public right-of-way.

h. *Hours of operation*. Access to storage facilities shall not be allowed except during approved hours of operation. Hours of operation shall be noted on the site plan submittals and designed to provide maximum safety for users while not interfering with existing or potential users of ad joining properties.

i. *Maximum height*. Four stories, not to exceed 60 feet. Multiple-story buildings, exceeding 30 feet in height. In order to exceed the 30-foot height, buildings shall include architectural elements typically associated with office/professional buildings including, but not limited to, archways, windows, banding, decorative roof, and masonry or other finished exterior. Detailed building elevations indicating these elements, as well as materials, colors and dimensions shall be included in the site plan. Loading areas and overhead doors shall not be visible from the public right-of-way. Mini-warehouse developments with two or more

buildings shall have consistent and coordinated architectural design. The design of the buildings shall be consistent and compatible with surrounding development. In addition to the architectural requirements, the development will be limited to a maximum impervious area of 40 percent on a site encompassing a minimum area of five acres, when located west of Interstate 4. Additionally, front and side corner setbacks or landscape buffers may be required as follows: Five feet of additional setback or buffer for each story over two stories, not to exceed ten feet per building story.

Sec. 65-4. – Accessory Uses and Structures.

(a) *Structure of the Accessory Uses and Structures Table*.

(1) *Organization*. Table 65-4(b): Accessory Uses and Structures lists accessory uses and structures alphabetically.

(2) *Abbreviations*. Table 65-4(b): Accessory Uses and Structures uses the following abbreviations to designate whether and how an accessory use or structure is allowed in a particular zoning district:

P	A "P" under a base zoning district column indicates that the accessory use or structure is allowed by right in the district, subject to any use-specific standards referenced in the right-most column in the row and all other applicable provisions of this LDC.
SE	A "SE" under a base zoning district column indicates that the use is allowable as an accessory use in the district only upon approval of a special exception in accordance with Chapter 44 Article IV Special Exception and subject to any use-specific standards referenced in Sec. 65.5 Accessory Use standards and special exception conditions.
	A blank cell under a base or the planned development zoning district column indicates that the accessory use or structure is prohibited in the zoning district.
NP	An "NP" cell under an Overlay District column indicates that the use is prohibited as a principal use or special exception in the zoning district. (A blank cell is also considered prohibited).

(3) *Reference to Use-Specific Standards*. A particular accessory use or structure that is allowed in a zoning district may be subject to additional standards that are specific to that use or structure. The applicability of such use-specific standards is noted in the last column of Table 65-4(b): Accessory Uses and Structures ("Use-Specific Standards"), through a reference to standards in Section 65-5, Specific Standards for Accessory Uses and Structures.

(4) *Accessory Uses and Structures Table*. Accessory uses and structures are allowed in each of the zoning districts in accordance with Table 65-4(b): Accessory Uses and Structures Table.

Table 65-4(b): Accessory Uses and Structures
P = permitted use
SE = allowed use with approval of special exception
Blank cell = use is prohibited
NP = not permitted (DT HIST)

Use Type	Residential Districts			Non-Residential Districts			Overlays			Use-Specific Standards
	R-1	R-2	R-3	C-1	C-2	C-3	1-1	HD/MX/ OFF	DT HIST CULT	
Accessory dwelling unit	P	P							P	Sec. 65-5(1)a
Air conditioner compressor unit	P	P	P	P	P	P	P	P	P	
Automated teller machine (ATM)					P			P		Sec. 65-5(1)b
Bicycle parking rack			P	P	P	P		P	P	
Boathouse			P							
Boat dock	P	P	P							
Childcare, home, five or fewer children	P	P	P							
Clubhouse, as accessory to a residential development, golf, or tennis facility			P					P	P	
Community garden	P	P	P	P	P	P		P	P	
Donation center				P						Sec. 65-5(1)c
Drive-through facility									NP	
Electric vehicle (EV) charging station			P	P	P	P	P	P	P	
Food dispensing vehicle/cart				P	P	P		P	P	Sec. 65-5(1)d
Garage or carport	P	P	P					P	P	
Home garden	P	P	P					P	P	
Home occupation	P	P	P							Sec. 65-5(1)e
Leasing office, as accessory to rental apartment complex			P	P	P	P		P	P	
Minor home structure	P	P	P							
Office required for operation of primary use					P	P	P	P	P	
Outdoor display of merchandise, as accessory to a retail sales use									NP	

Outdoor mechanical equipment, residential	P	P	P							
Outdoor seating, as accessory to an eating, drinking, and entertainment use				P	P	P		P	P	
Outdoor storage, as an accessory use							SE		NP	
Parking structure and lot, private, as an accessory use			P	P	P	P				
Rainwater cistern or barrel	P	P	P	P	P	P	P	P	P	
Retail as an accessory					P	P	P	P	P	
Satellite dish, accessory	P	P	P	P	P	P	P	P	P	
Solar energy collection facility, small-scale							P			
Swimming pool and pool screen enclosure, as accessory to single-family or two-family use	P	P	P							

Sec. 65-5. – Specific Standards for Accessory Uses and Structures.

(a) *Accessory Uses Permitted with Conditions*.

(1) *Accessory Dwelling Units*. In support of this concept, the State of Florida enacted F.S. § 163.31771, which enables a local government to permit ADUs to help meet their affordable housing needs.

a. *Number of ADUs permitted*. One (1) ADU is permitted per parcel.

b. *Density Calculation*. An ADU is exempt from density calculations.

c. *Maximum Size*. The maximum living area for an ADU shall not exceed 60% of the principal dwelling.

d. *Dimensional Standards*.

i. Attached ADUs shall meet the assigned zoning district's setbacks residential dimensional requirements, by Zoning District in Article 64.

ii. Detached ADUs shall meet the assigned zoning district's front and side yard requirements. The rearyard setback for detached ADU's shall be a minimum of 10' from the property line. The maximum height for detached ADUs shall not to exceed the height of the principal structure.

e. *Parking Requirements*.

i. A minimum of one (1) off-street parking space shall be provided for the ADU, located on the same lot or parcel and served by the same driveway as the principal dwelling unit.

ii. This space shall be paved or covered with stabilized surface acceptable to the City Engineer. No ADU parking space shall be located to the rear of the unit unless an alley/local street to the unit is possible

iii. The minimum parking requirements for off-street parking, Chapter 60 Article XI shall be met without additional parking for the ADU.

f. *Architectural Standards*.

i. Architectural design and exterior finishes of accessory structures shall be consistent and compatible with the principal building. Must have a complementary appearance to that of the principal structure such as wood, stone, and/or manufactured products such as brick, stucco, or decorative concrete block.

ii. Entrance features, An ADU is permitted a main entrance in the front façade of the principal structure if the ADU and primary is a shared entryway, if not, the entryway shall be located at the side or rear of the principal structure. This entryway shall contain only one main door on the front façade of the principal structure. An exterior stairway to an ADU, if proposed, shall not be constructed on the front or street side of the principal dwelling unit.

iii. Architectural elements such as awnings, parapets, decorative molding, and windows may be utilized to create compatibility and consistency between the appearance of the principal dwelling unit and the ADU.

iv. A manufactured principal structure may also have a manufactured ADU. If unit is raised, skirting shall be placed around the base, in compliance with any regulations of the National Flood Insurance Program, to ensure neighborhood compatibility.

v. All applications for ADU shall provide architectural drawings of the proposed structure and photographs showing the complete front facade of the existing principal structure.

vi. Building Elevations shall be provided for review prior to issuance of permits.

g. *Occupancy Standards*. The owner shall maintain a valid homestead exemption on the property. Short-term rentals (30 consecutive days or less) shall be prohibited unless allowed under the Land Development Code.

h. *Impact Fees*. Impact fees will be assessed as dictated in the Town of Eatonville's Impact Fee Schedule, unless the ADU is used for affordable rental purposes. If used for affordable rental purposes, impact fees shall be waived for an ADU that meets the following criteria:

i. An application for a building permit to construct an affordable rental must include an affidavit from the applicant which attests that the unit will be

rented at an affordable rate and/or is not being used as a rental unit (allowing multigenerational living).

ii. At a minimum, the affordable rate needs to be for a person or persons with moderate-income to an extremely-low-income, very-low-income, or low-income as determined by the Housing for Urban Development Department.

i. *Addressing and Utilities*. The ADU:

i. Must have an address and be posted on the unit.

ii. May have a separate utility meter, however, it is not required.

j. *Variances and Nonconformities*. For nonconforming structures and lots, an ADU shall be allowed in accordance with the Nonconforming Uses and Structures section of the Land Development Code. Variances shall not be considered for ADUs.

k. *Building Code*. The ADU must comply with the Florida Building Code.

(2) *Automated Teller Machine (ATM)*. An ATM designed for walk-up use and located in the exterior wall of a building or a parking area shall be designed to avoid obstructions to pedestrian movement along sidewalks, through public use areas, or between parking areas and building entrances, or vehicular movement in front of buildings or through parking areas.

(3) *Donation Center*. A donation center consists of a maximum of two (2) donation containers that are accessory uses to a commercial development. A donation center shall comply with the following standards:

a. *Generally*. The donation center shall:

i. Occupy no more than one hundred fifty (150) square feet.

ii. Contain no more than two (2) donation containers, which are a maximum of five (5) feet high, six (6) feet wide, and six (6) feet long, and are consistent with the architecture or materials of each building, or screened by a closed fence or wall that meets the standards of Article IV, Fences.

iii. If there are two (2) containers, ensure they are arranged side-by-side and not separated by more than one (1) foot.

b. *Approval*. The donation center shall be identified on a approved site plan or survey of an approved building.

c. *Signage*. A donation center may have one (1) sign for each container with copy area that does not exceed four (4) square feet in area and does not extend above the top of the container. The sign shall only include the following information:

i. The name, email address, and telephone number of the owner and operator responsible for removing any collected items;

ii. Items acceptable for collection; and

iii. A statement prohibiting the dumping of liquids and other unacceptable items.

d. *Person Who May Establish*. A donation center may be established by the property owner or by a separate person, with written consent of the property owner.

e. *Ongoing Maintenance*. The following maintenance responsibilities apply:

i. The container(s) and surrounding area shall be cleaned on a weekly basis or within forty-eight (48) hours following a request from the City or, if the containers are not managed by the property owner, by the property owner.

ii. The property owner and any other entity responsible for the donation containers shall be individually and jointly responsible for abating and removing all junk, garbage, trash, debris, excess collected items, and other refuse material in the area surrounding any collection containers.

f. *Location*.

i. A donation center is only permitted on level, paved surfaces on lands in a zone district that allows commercial development on which there is an existing development that is twenty-five thousand (25,000) square feet or larger, or in any Residential zone district on lots with a non-residential principal use (i.e., religious institution or other institutional use).

ii. A donation center shall be located at least two hundred fifty (250) feet from a lot occupied by a residential use or vacant land in a Residential zone district

g. *Parking Access*. A donation center shall not occupy or block access to parking spaces or drive aisles required by Chapter 60, Article XI, Off-Street Parking.

h. *Container Standards*. Containers and storage bins shall be durable, waterproof, rustproof, covered, and secured from unauthorized entry, and shall be enclosed by use of a receiving door or safety chute to prevent vandalism, and locked so that the contents of the bin cannot be accessed by anyone other than those responsible for the retrieval of the contents. The receiving door on each container shall be oriented toward the interior of the building site and away from the public right-of-way.

i. *Enforcement*. The owner of the donation box and the owner of the private property on which it is located shall be individually and jointly responsible for any violations of the standards of this section or any other applicable provisions of the LDC.

(4) *Food Dispensing Vehicle/Cart*. In order to support local entrepreneurship, innovation, and tastes, the town permits food trucks and carts in various areas.

a. *Classifications of food trucks and carts*:

i. *Food Truck*: A vehicle (including trailers) operated by a mobile food vendor to prepare and sell food at multiple locations, typically operating at one location for more than 30 minutes.

ii. *Lunch Truck*: A vehicle operated by a mobile food vendor to sell pre-packaged food, such as ice cream and sandwiches, at multiple locations, typically operating at one location for less than 30 minutes.

iii. *Food Cart*: A mobile food vendor that sells pre-packaged food, such as hot dogs or boiled peanuts, from a movable, non-motorized cart.

b. *Requirements*. To operate a food truck, food trailer, lunch cart or food cart, all the following credentials are required:

i. *Hours of Operation*: 6 a.m. – midnight

ii. *Frequency*:

a. Two times per week, per site, 6 a.m. – 10 p.m.

b. Two times per year if school, religious institution, etc., is in residential zoning district.

c. Permanent placement requires Planning Division approval.

iii. *Setbacks*: All mobile food vendors must be setback a minimum of 5-ft from any public rights-of-way, and 50-ft. from residential zoning districts.

iv. *Improved Surface*: All mobile food vendors must locate on an improved parking surface and on an improved property that is not vacant (i.e. vending shall be accessory to an operating principal use).

v. *State License*: All mobile food vendors must obtain the required state license prior to obtaining a business tax receipt from the Town of Eatonville.

vi. *Business Tax Receipt*: Subsequent to the Town's business tax receipt, vendors must obtain a business tax receipt from Orange County.

vii. *Pedestrian Circulation*: All mobile food vendors may not disrupt the pedestrian circulation, vehicular ingress and egress from a property, or landscaped areas of the property.

viii. *Parking Access*. Mobile food vendors may not block access to required parking for the development on which the property they are operating.

ix. *Alcohol Sales*. No alcohol is allowed to be sold from mobile food vendors.

x. *Signs*. No additional signage is allowed on a development site for mobile food vendors.

xi. *Trash*. Mobile food vendors are required to provide trash receptacles for their operation (minimum 48-gallon size), and provide proper disposal of trash and waste associated with their operation. A minimum of one trash can

must be provided; but, more may be needed to adequately serve their operation. Recycling containers shall also be provided for any containers that are recyclable.

xii. *Cleanliness*. Vendors must keep clean the subject property where they operate, including rights of ways within 25-ft of the subject property of their operation. This includes grease, trash, paper, cups, cans and any other items associated with the vending operation.

xiii. *Outdoor Storage*. All operations shall be contained within the approved vending vehicle approved by the state.

xiv. *Noise*. No amplified music, speakers or other noise is allowed as part of the operation.

xv. *Revocation*. If at any time the state revokes or suspends food vendor's license, or the license expires, any approval or authorization by the town under this program is revoked or suspended immediately.

(5) *Home Occupation*.

a. *Purpose*. The purpose and intent of these home occupation standards is to: (i) ensure the compatibility of the home occupation with other uses permitted in the Residential districts; (ii) maintain and preserve the character of residential neighborhoods; and (iii) provide peace and domestic tranquility within all residential neighborhoods within the Town and guarantee all residents freedom from excessive noise, excessive traffic, nuisance, fire hazard, and other adverse effects of commercial uses being conducted in residential neighborhoods.

b. *Standards*. A home occupation shall be conducted entirely within a dwelling or accessory building on the lot of the occupant conducting the home occupation, and comply with the following:

i. The home occupation shall be clearly incidental and subordinate to the use of the dwelling unit by its occupants for residential purposes, and shall under no circumstances change the residential character of the unit.

ii. No person other than members of the family residing on the premises shall be engaged in the home occupation.

iii. The home occupation shall not change the outside appearance of the building or premises or create other visible evidence of the conduct of the home occupation.

iv. A home occupation shall not occupy more than 25 percent of the dwelling unit. A room which has been constructed as an addition to the dwelling, or an attached porch or garage which has been converted into living quarters, shall not be used for a home occupation until two years after the date of its completion, as shown by the records of the Building Division.

v. Traffic shall not be generated by the home occupation that is in greater volumes than is normally expected by the residential dwelling unit.

vi. No commercial licensed vehicles shall be used by the home occupation.

vii. The home occupation shall not use commercially licensed vehicles or vehicles which exceed three-quarter ton, for delivery of materials or supplies to or from the premises.

viii. The off-street parking needed to accommodate the home occupation generated by the conduct of such home occupation shall be met off the street and other than in a required front yard.

ix. No equipment or process shall be used by the home occupation that creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises. No explosive or combustible material shall be used or stored on the premises.

x. No demonstration of products for sale is permitted.

xi. The home occupation shall comply with all applicable occupational licenses and other business taxes.

Sec. 65-6. – Temporary Uses and Structures.

(a) *Structure of the Temporary Uses and Structures Table*.

(1) *Organization*. Table 65-6(b): Temporary Uses and Structures lists temporary uses and structures alphabetically.

(2) *Abbreviations*. Table 65-6(b): Temporary Uses and Structures uses the following abbreviations to designate whether and how an accessory use or structure is allowed in a particular zoning district:

P	A "P" under a base zoning district column indicates that the temporary use or structure is allowed by right in the district, subject to any use-specific standards referenced in the right-most column in the row and all other applicable provisions of this LDC.
SE	A "SE" under a base zoning district column indicates that the use is allowable as a principal use in the district only upon approval of a special exception in accordance with Chapter 44 Article IV Article IV Special Exception and subject to any use-specific standards referenced in Sec. 65.5 Principal Use standards and special exception conditions.
	A blank cell under a base or the planned development zoning district column indicates that the accessory use or structure is prohibited in the zoning district.

(3) *Reference to Use-Specific Standards*. A particular temporary use or structure that is allowed in a zoning district may be subject to additional standards that are specific to that use or structure. The applicability of such use-specific standards is noted in the last column of Table 65-6(b): Temporary Uses and Structures ("Use-Specific Standards"), through a reference to standards in Section 65-7, Specific Standards for Temporary Uses and Structures.

(b) *Temporary Use and Structure Table*. Temporary uses and structures are allowed in each of the zoning districts in accordance with Table 65-6(b): Temporary Uses and Structures.

Table 65-6(b): Temporary Uses and Structures
P = permitted use
SE = allowed use with approval of special exception
Blank cell = use is prohibited
NP = not permitted (DT HIST)

Use Type	Residential Districts			Non-Residential Districts			Overlays			Use-Specific Standards
	R-1	R-2	R-3	C-1	C-2	C-3	1-1	HD/MX/ OFF	DT HIST	
Mobile homes intended to house business activities						P				Sec.65-9(1)a.

Sec. 65-7. – Specific Standards for Temporary Uses and Structures.

(a) *Temporary Uses Permitted with Conditions*.

(1) Mobile homes are permitted as a temporary use intended to house business activities provided:

a. The mobile home will be permitted on the site for a period not to exceed 120 days.

b. The business must present plans for construction of a permanent structure at the time a request for a temporary mobile home is made.

c. The business provides a $1,000.00 bond to be forfeited to the Town if the start of construction does not occur within 60 days of issuance of a temporary mobile home use.

EXHIBIT C:

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY CONSOLIDATING ZONING AND USE REGULATIONS INTO A CONSOLIDATED USE TABLE; REPEALING CERTAIN PROVISIONS RELATING TO PERMITTED USES, ACCESSORY USES, SPECIAL EXCEPTION USES, AND PROHIBITED USES IN CHAPTER 64, ARTICLE III. – ZONING DISTRICT REGULATIONS; CREATING CHAPTER 65 – USE REGULATIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

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

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

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

(a) An estimate of direct compliance costs that businesses may reasonably incur: $0

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: $0

(c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: $0

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

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

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

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

HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
JANUARY 21, 2025, AT 7:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Town Council Meeting Minutes **(Clerk Office)**

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		**Department:** LEGISLATIVE (CLERK OFFICE)
PUBLIC HEARING 1ST / 2ND READING		**Exhibits: (Council Meeting Minutes**: - Council Meeting Minutes, December 3, 2024, 7:30 p.m. - Council Meeting Minutes, December 17, 2024, 7:30 p.m. - Council Meeting Minutes, January 7, 2024, 7:30 p.m.
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Approval of meeting minutes for the Town Council Meeting held on the below dates:

- Council Meeting Minutes, December 3, 2024, 7:30 p.m.
- Council Meeting Minutes, December 17, 2024, 7:30 p.m.
- Council Meeting Minutes, January 7, 2024, 7:30 p.m.

SUMMARY: The Town Council Meetings are held on the 1st and 3rd Tuesdays. Meeting Minutes were transcribed from the audio archive for approval for the public records.

RECOMMENDATION: Recommend approval of meeting minutes for the Town Council Meeting held on the below dates:

- Council Meeting Minutes, December 3, 2024, 7:30 p.m.
- Council Meeting Minutes, December 17, 2024, 7:30 p.m.
- Council Meeting Minutes, January 7, 2024, 7:30 p.m.

FISCAL & EFFICIENCY DATA: N/A

HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR COUNCIL MEETING
MEETING MINUTES

Tuesday, January 07, 2025, at 7:30 PM

Town Hall – 307 E. Kennedy Blvd.

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: **(5)** Demetrius Pressley, **Chief Administrator Officer**, Nichole Washington, **(Standing in for Town Clerk)**, Clifford Shepard, **Town Attorney**, Katrina Gibson, **Finance Director**, Chief Stanley Murray, **EPD (Absent: Veronica King, Town Clerk)**

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** Vice Mayor Washington; **Second by** Councilman Daniels; **AYE: ALL, MOTION PASSES.**

PRESENTATIONS AND RECOGNITION – (1)

Presentations of the Officer of the 3rd and 4th Quarter for Corporal Robert Jones and Corporal Michelle Rozefort - Started this initiative to reward police officers; will come back to do a workshop to discuss a survey of Central Florida's salaries for all of the municipalities and the counties, want to look at ways to help keep quality people; Corporal Robert Jones attended a training program to qualify with firearms, he sufficiently passed and initiated what he learned with the police department, he is being recognized for his exceptional job performance in the third quarter of 2024 with outstanding dedication for excellent public services, awarded officer of quarter, love his heart, his initiative to bring me new ideas (Pictures were taken with Town Council); preparing for the upcoming Zora Neale and MLK activities, in light of the New Orleans and Las Vegas incidents, the police department is meeting regularly to ensure safety; the fourth quarter officer of the year is Corporal Michelle Rozefort, she was the night field training officer for four new hires conducting training and reports for six months, she is recognized for her exceptional job performance in the third quarter of 2024 with outstanding dedication for excellent public services, awarded officer of quarter (Pictures were taken with Town Council); special thanks to council for their support, acknowledge Council Randolph for sitting down and bringing ideas and learning how the police department operates, appreciate the safety of what the officers are providing and there is much needed to keep them consistent, looking at some new hirings, hard to incur the officers' safety with one or two officers or two or three officers working at night or during the day if one must

go to the jail leaving one officer by themself. That is a liability on the town and need to prepare to accommodate accordingly, there are requirements to be adhered to by the Florida Department of Law Enforcement.

CITIZEN PARTICIPATION – (8)

Joyce Irby – here at great inconvenience, angry, and sad as a disgruntled citizen, to have Mr. Johnson who made a mistake at swindling me, siphoning $71,000 from the town, setting up an agreement where he had no supervision, and voting to have him back in charge of swindling the town, where the computers that are missing; he is still being inappropriate.

Julian E. Johnson Sr. – (142 Lincoln Blvd.) a concerned citizen and a taxpayer who is feeling discriminated against, the town is asking for the night market (the corporation) to pay a fee for bringing a service and people into the town, to charge 1887 First a fee will cause a hike to vendors, vendors are paying enough already; with the required fees, services from the town will be needed including open restrooms, it is a slap to pay a fee for a parking lot that taxes are paid on as a citizen; believe this is an attack on son who graduated from Bethune Cookman University, one who came back to this community to make things better, bringing a night market to this community is commendable, if you love your town, you should be at the night market.

Julian Johnson Jr. – present to express concerns about the $250 proposed rental fee on the main street parking Lot, if a fee is proposed, it is a direct discrimination, running an event 12 times a year could be $3,000 a year, not getting access to restrooms, there is miscommunication, asked for street closure on December 9th with no response until January 3rd (the day before the market) saying it got approved. This has been a continuous issue in the incubator program that had no accountability. It raises questions about this government, to go through this process without consulting with the people who have been directly affected, people have budgets to work from, it shows that events in Eatonville are complimented for council only, but independent organizations are getting directly impacted by imposing a fee, the event process is outdated and there is no system in place, to pass a fee that directly discriminates against an organization can lead to potential lawsuits, it is an opportunity for possible grants by bringing people every month, this is blocking Black history just like Governor DeSantis, people can read history as they come here from all around the country to this night market, to Stogie's at Sunset, why not open the restrooms; the town can profit more and have access to public facility grants because of foot traffic, requested a public workshop but ignored, if a fee is charged, it is asked that restrooms be available, it will open an opportunity for people to learn Black history, this direct attack is attacking others coming to do events, the public restrooms are an issue; requesting for the council to table this item and start looking for other ways to sit down and do real business.

Nia Williams-Brown – Passed minutes to Julian Johnson Jr.

Josie Lemon Allen – a mother resident in Orlando who has organized Kwanzaa in Orlando for over 15 years. bringing communities together to learn about black history, every year we have a night of Kwanzaa where the children to run the Kwanzaa with their artwork, performances, and presentations, also a vendor at the 1887 Market wanting to bring the history of Eatonville and Kwanzaa together to host a night in Eatonville, without access to the restrooms, I could not accommodate the elderly in the community, so had to find another space. In respect to the 1887 Market and Kwanzaa for that matter do bring in vendors, the 1887 Market have brought in more Black owned businesses in one single space in Orlando in the span of 15 years. The Town of Eatonville have to take into account accommodation not just for our elders but children, we can do better than the Port-a-Potties, it is like a psychological dehumanizing by exerting power over the most basic function that a person has in relieving themselves, want the Town of Eatonville to be great and want this event to continue and be successful.

Kelvan Franklin – (133 Thompson Avenue) Ambassador for the Eatonville Chamber of Commerce providing updates to the community about upcoming events; January 8th. Is the Chamber Coffee Break, 8-9:30, thereafter at 10:00 is The Nook; January 18th is the 48th Annual Martin Luther King Day Parade, Chamber members are welcome to park at the Chamber and watch the parade; January 25th is the Women Changemaker Panel Discussion from 10-11:30 (volunteer panelists are needed); January 25th MLK Day of Service is 11:30 a.m. (Meet at the Town Hall and register with the Town of Eatonville at townofeatonville.org; the Chamber is here to assist the community and business owners with their needs, can assist with community service hours for adults and students, notary services, have various volunteer opportunities, if interested please contact the chamber at 407-927-5563.

Shak Jones – Work with the Stogies at Sunset event and want to talk about the proposed fee imposed on events and the cost and the burden it can put on vendors or event goers that want to enhance the brand of Eatonville and bring people and help with tourism in the near future; would like to have a conversation, it would be great to be able to use the public restroom facilities (maybe having an agreement), for the Stogies At Sunset event, the minimum cost for port-a-potties is $400, to pay the $250 and being able to use that facility could offset costs, possibly expanding the real estate to get more vendors to may also offset the cost with vending fees. The bathroom is a big issue. There are only three events and much more potential for others, maybe we can help set that standard, would love to better understand where it (the fee) came from and how it would be beneficial to all.

Rinc Burgmon - Gave thanks to the Town of Eatonville, attended several council meetings over the years and the energy and vibe here is so relaxed, calm and welcoming, thanks for the events allowed in Eatonville., there are people from all over the U. S. who come and attend these events, to be able to come to the market, the Zora Neale Hurston, other events including events for children and adults of all ages here in Eatonville is going to continue to help put Eatonville on the market. Once upon a time, there was a place by the name of the Rainbow, met a white guy in another country who knew about Eatonville because of the Rainbow, thanks again and continue to do good work, with time and unity, it will get better.

APPROVAL CONSENT AGENDA: **Mayor Gardner Motions to APPROVE the Consent Agenda**

approving Council Meeting Minutes for October 15, November 5, November 19; **Moved by** Vice Mayor Washington; **Second by** Councilman Daniels; **AYE: ALL, MOTION PASSES.**

COUNCIL DECISIONS:

Approval of the Special Events Rental Fee For Main Street Parking Space; **Council Comments:** Vice Mayor Washington would like to table and allow for further research and get more information, look at other cities what they charge, waiving all fees for the people being brought to the community, support the fee but community-based evets should be free. Councilman Daniels would like to move forward with the recommended vote to table item, Councilwoman Randolph – Application is standard but have not had a procedure or process regarding the application process, the town has to be protected, have to determine what the town will be responsible for, is it right for the town not to get a fee, to subsidize or should the fees be on the town to support the event, all promoters charges a fee to their vendors and all promoters are being assessed a fee from the entity where they have a contract to do business, Port-a-lets is not new, they are used during the MFK events and used at the Zora Neale Hurston Festival, a lot of parks have their own facilities and do not have to worry about this because everybody goes to the facility that is on property, what is expected to pay, should the town absorb costs, promotions on TV and radio would enhance more people to come and will build more potential income to the business, maybe the town can do something to show support rather than providing a space of location, All promoters are responsible to get their own sponsors, asked about the average cost for the town to put on such an event (comparable to Christmas on the Boulevard it can be about $7,000-$10,000), Juneteenth raised about $13,000 (the town gave support through a contribution established in a memorandum of understanding, the town cannot take on 100 percent cost, recommend including all events, town events, private events, whatever events on the town's list as far as media to generate more people to come to Eatonville,

the market is very good but may not be earning the amount to support the event or promoter, Legal provided ways that Apopka support events (advertisements on website, paper), unaware of a municipality that does not charge a fee for special events, usually enhanced law enforcement, parking, and security, the Maitland market is ran by Maitland not a private entity, Maitland does not charge itself, for private vendors like 1887 First, a fee is not untypical, Pressley, the market was initially a collaboration with the CRA and later expressed that there would be a different route, it was starting unbeknownst to following the process of getting a special event in Eatonville, worked with the vendor with the application, the planning department along with permitting were asked to figure out the best route, it was decided to implement a six months pilot program, this event uses the town's electricity, policing, and public works is involved, other communities do assess a fee larger than the proposed fee anywhere from $500 to almost $1500, the $250 proposed fee was determined based on the impact to the public works director which is reasonable in comparison to other municipalities, is a small , Zora pays the town thousands and thousands of dollars, the CRA cannot sponsor marketing of events with CRA dollars, only the town can, if the county agrees, through an interlocal agreement it would allow money from the CRA to be used (only exception in the statue). **Vice Mayor Gardner Motions to TABLE** the Special Events Rental Fee For Main Street Parking Space; **Dies For A Lack Of Second**; **Mayor Gardner Motions to APPROVE** the Special Events Rental Fee For Main Street Parking Space; **Moved** by Councilman Daniels; **Second** by Councilwoman Randolph**; AYE:** Mayor Gardner, Councilwoman Randolph, Councilman Daniels; **NAYE:** Vice Mayor Washington**; MOTION PASSES. Comments:** The parking lot was not being used, not on a scale that it is now being used, this shows the support, to be business minded which is where we are now, considering the condition of the parking lot, where does that money come from to fix it, the money paid to the police goes to the police, this is business, the last meeting (workshop) there was a discussion, some were here and did not say a word; concerning parks, if somebody reserve the park, then they are responsible for it, there is a recreational fee, if it is not reserved, then it is open to the public, to reserve requires the same process with the Recreation Department, fill out an application, and reserve the park.

REPORTS:

CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley – Thanks for the support of Christmas on the Boulevard; a year review of events under recreations has been provided; thanks to public works for efforts to ensure areas are clean, prepared, and maintained; Howard University swim team is coming tomorrow, there will be small presentation for them in support of the sport, education, and learning the sport; MLK is coming up and information has been provided to Council; have received the agreements for the $34 million in regards to the agreement for the clean water and drinking water SRF funding acquisitions, close to getting, three year process, next meeting a resolution will be presented for approval of signing of the agreements (deadline is February 18th); met all the parameters with the Zora items, unless the council directs differently, the event goes forth, if the funds are not there, a hold will be placed on the event; requested to speak at the University Chapel for MLK on the day of the next meeting, will attend the meeting either online or in person depending on what time I can get back; on target with the audit and hoping to have a strategic planning session in March or April to talk through things that are going on and what is needed to be prepared for the budgetary cycle, it will also be a listening session for the council to discuss major items forecasted for the budget to include timeframes, council can give staff clear direction on how to move forward.

ATTORNEY: Clifford Shepard – Administration is in the process of speaking with various members of the current school board, the new person who replaced Karen Castor Dentel on the school board along with others new to the board are learning about Hungerford and its history among other things, until an action, I remain optimistic that the right decision will be made, it is important that the use of right language is used discussing this issue, using the term land bought back since it was never the town as a government's land to start with, the Southern Poverty Law Center lawsuit was dismissed, sent a copy of the order of dismissal to Mr. Presley and to the mayor, request a conversation with Ms. Anderson the lawyer from SPLC, to discuss whether they are done with this or whether there is an intended appeal, could impact what happens in the future with the land,

do not engage with the rumors, they are never helpful, staying on a focused path with hopes will lead to a decision in the town's favor by the Orange County Public School Board, the right people are supporting our efforts and we hope that the elected officials will see it our way.

TOWN COUNCIL REPORT/DISCUSSION ITEMS -

Vice Mayor Theo Washington – condolences to all the families who lost lived ones; Happy New Year.

Councilman Rodney Daniels – Happy New Year; the only negative feedback about the market and Stogies At Sunset was the location at town hall is sacred; there is other property that is vacant, suggest having the events at the Denton Johnson Center's property, expressed concern about events selling liquor and cigars on town hall's sacred grounds where business is conducted, agree to charge a fee because the town makes nothing, understand about the restrooms, when giving back, the town should be helping (a free event where no one is profiting but helping each other); referring back to the information provided by legal on CRA funds not being used for marketing, special events, was there money given to the last Stogies At Sunset event, is it fair to other vendors to get funding and having the Stogies At Sunset take place (Vice Mayor Washington – the information provided by legal and was followed), maybe this needs to be looked into; to the clerk, when minutes to speak are given to someone, they are given two minutes instead of three minutes; feel the pain of Ms. Irby; condolences to the families of Mr. Levitt and James Andrews.

Councilwoman Wanda Randolph – For the MLK parade, will there be any permits that will be issued to those who would like to do vending on their private property (no, the standard is same that they cannot vend an event that they are not a part of, the code states that any special events that that the town is having, no one is allowed to sell in their yard and on the streets, code enforcement is supposed to enforce; is a street sweeper going over the streets especially on the west side (yes, the week before MLK); support what was said about the officers pay, it is something that we need to take a look at and consider (Vice Mayor Washington: we are over the limit for the number of officers for a town our size), Chief - the number are not what they once were, have to also compensate for manpower when people go on vacation, are sick, on maternity, and may be FMLA, do not have the overage that other places have.

MAYOR'S REPORT - Mayor Angie Gardner – Thanks to the staff, the children, and everyone that helped to make Christmas boulevard a successful; Condolences to all families who suffered from the recent tragedies locally, statewide, federally, the family of President Carter; looking forward to the upcoming parade; do not foresee the bathrooms being opened for usage during large events, having a plumbing issues, because there are not many locations in the town to have events, it is fine to use the parking lot; as a council, when we have an issue or a challenge, let us address the issue, not the person because it causes conflict; to Chief, have you considered a volunteer police force; looking into some things down the road, will still incur a cost for uniforms, and training; also with the next two nights being very cold, any citizens that observe people camped, sitting, or laying anywhere, please call the non-emergency number (407-623-1300 or 407-623-1330) so the police department can offer a ride down to the coalition, rescue mission, or wherever we can get them out of the weather.

ADJOURNMENT Mayor Gardner Motions for Adjournment of Meeting; **Moved** by Councilman Daniels; **Second** by Vice Mayor Washington**; AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:58pm.**

Respectfully Submitted by: **APPROVED**

_____ _____

Veronica L King, Town Clerk **Angie Gardner, Mayor**

HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR COUNCIL MEETING
MEETING MINUTES

Tuesday, December 03, 2024, at 7:30 PM

Denton Johnson Center – 400 Ruffel St., Eatonville, FL 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 7:00 p.m. and a quorum was established by Mrs. King

PRESENT: **(5)**, Mayor Angie Gardner, Vice Mayor Theo Washington, Councilman Rodney Daniels, Councilwoman Wanda Randolph, Councilman Tarus Mack

STAFF: **(6)** Demetrius Pressley, **Chief Administrator Officer**, Veronica King, **Town Clerk**, Ryan Knight, **Town Attorney**, Katrina Gibson, **Finance Director**, Chief Stanley Murray, **EPD**, Valerie Mundy, **Public Works Director**

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 Mack; **Second by** Vice Mayor Washington; **AYE: ALL, MOTION PASSES.**

CITIZEN PARTICIPATION –

Joyce Irby – Expressed concerns for the rehire of Michael Johnson (CRA Executive Director); will be here all the time, going door to door explaining to the people how money is being thrown away hiring friends who are not qualified, who are thieves, and basically economically violating the citizens of this town.

PUBLIC HEARING:

Approval of Second Reading of Ordinance 2024-10 – Repealing Ordinance No. 97-07 and Ordinance No. 2016-4; Providing for the Future Adoption of Water And Wastewater Service Rates and Fees By Resolution. **Mayor Gardner Motions** to **APPROVE** the Second Reading of Ordinance 2024-10 – Repealing Ordinance No. 97-07 and Ordinance No. 2016-4; Providing for the Future Adoption of Water And Wastewater Service Rates and Fees By Resolution; (Preamble Read) **Citizen Comments**: (Ruthi Critton) requesting to hear from the council in layman terms in how this will be implemented, what kind of effects citizens are looking at, do a comparison with the current water bill, and how this new ordinance will affect our bill. **Council Comments**: None **Moved by** Vice Mayor Washington; **Second by** Councilman Mack; **AYE: ALL, MOTION PASSES.**

APPROVAL CONSENT AGENDA: Mayor Gardner Motions to APPROVE the Consent Agenda

approving Resolution 2024-40 Implementing Increased Water and Wastewater Service Rates, approving the Award to Fred Fox Enterprises, Inc. for Grant Administration Services, and approval of the Audit Firm Carr, Riggs & Ingram CPA and Advisors Engagement letter for FY 2024 financial audit, and the approval of Award To Waste Pro For Solid Waste Collection For The Town of Eatonville; **Moved by** Councilwoman Randolph; **Second by** Vice Mayor Washington; **AYE: ALL, MOTION PASSES.**

COUNCIL DECISIONS:

Approval of Resolution 2024-38 Appointing Chair of the Town of Eatonville Community Redevelopment Agency (TOECRA): (Preamble Read) **Comments:** Councilman Mack - I am recommending the changes with the appointments of chair and vice chair, want to go back to the original way that it has been done, always felt like the mayor should be the chair and the vice mayor should be the vice chair for this particular entity within the town, losing the executive director and then having to go through all the steps that we had to go through, just trying to physically and mentally figure out how we are going to process everything, feel that it would be more efficient, the mayor is the CEO of the entire town. Councilman Daniels - for years, which is how it has been and should have been until one night that the council made Councilman Washington the chairman, the council at that time wanted to go in another direction. Mayor Angie Gardner was nominated **Mayor Gardner Motions to APPROVE** 2024-38 Appointing Angie Gardner as Chair of the Town of Eatonville Community Redevelopment Agency (TOECRA); **Moved by** Councilman Mack; **Second by** Councilman Daniels; **AYE: ALL, MOTION PASSES.**

Approval of Resolution 2024-39 Appointing Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOECRA): **Comments:** None. Vice Mayor Theo Washington was nominated (Preamble Read) **Mayor Gardner Motions to APPROVE** Approval of Resolution 2024-39 Appointing Theo Washington as Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOECRA); **Moved by** Vice Mayor Washington; **Second by** Councilman Mack; **AYE: ALL, MOTION PASSES.**

REPORTS:

CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley – did have the tree lighting to place tonight, the new Christmas tree was donated from our neighbors, it is nice that we have a fountain there, the public works team under Valerie's leadership did a great job, there is a festive spirit for the holidays with the Christmas tree lighting; saved the day for the Christmas on the Boulevard scheduled for December 19th, collecting toys at the Denton Johnson and Town Hall; working in the Christmas party and will keep council informed; spoke with legal in regards HostDime, they have given a projected finish time, the attorneys are going to work closely with them to address; staff is working on the sidewalks as well as the change grant that was submitted, thanks to the team, Ms. Brittany, and Ms. Mundy for working diligently; The Edmunds new system is in operation, the signature cards and the full implementation of the planning portion and code enforcement is taking place, as that is finalized we will see the improvement; working with the finance department on the procuring process. making sure to follow the same steps for all, ensuring that the process is clear and meets all guidelines in the statute; thank you for reaching out concerning family dynamics, prayers are appreciated.

ATTORNEY: Ryan Knight – will get with Mr. Pressley about the amendment to the HostDime agreement, get some time frames and address the $200,000.

TOWN CLERK: Veronica King – No Report

TOWN COUNCIL REPORT/DISCUSSION ITEMS -

Councilman Rodney Daniels – not the only one that feels that the town has been taken advantage of for years; the $75,000 given to a non-profit (Eatonville Main Street), asking for information, statement of what have done for the street state, main street, for the Town of Eatonville with the $75,000, call Carolyn Beck who runs the Florida Main Street and was told that there is probably nothing that can be done, will fight for the money to be given back or show what will be done for the town, why was the money not put into the streetscape or trimming trees or paying bills to businesses, the email received provided an itemized budget from Eatonville Main Street showing Founder's day kickoff luncheon, $4,000 Imperial Hall, $1,000, Rod Z, $200, Catering $1,000 totaling $6,200, inquired about the rest of the money; thank to the citizens of 1887 and Mr. or Mrs. James, they are

appreciated for helping to keep the Town Council honest; asked Mr. Pressley to follow up and assess the morale of the staff, consider doing a retreat, believes there is a disconnect; will contact Attorney Shepard to discuss a legal matter; how can St. Augustine being oldest city in Florida get funding and Eatonville being the oldest black town do not get funding, need to get lobbyists up in Tallahassee to fight for Eatonville; believe in Eatonville and will fight for Eatonville.

Councilman Tarus Mack – Express the importance of coming to the council meetings; thanks to Councilwoman Randolph for bringing resources to the town; thanks to Ms. Kim for giving food away and giving back to the community; sat down with Mr. Pressley and appreciate the clarity you provide on the things going on within the town; congratulates all the new employees; special condolence to my family, recently lost father in November and cousin lost his life away this past Monday; congratulations to my son, it is work to raise a child, but to be able to have a child that succeed in academic as well as on the football field is something, he's one of the top safeties in the country and earned a full scholarship to play on the D one level at a major university, he will be signing his NLI tomorrow at Edgewater High School at 2pm; commend the staff for everything that is done in making sure that the town is ran properly, it is a positive trajectory on Eatonville is looking right now; Council is a team as legislators who do not handle no administrations, it is the mayor's job in making sure the administration is functioning on a daily basis, the legislator's is to make law and ensuring that everything is done to make the town safe; inquired about any pending lawsuit (no);

Councilwoman Wanda Randolph – Thanks to the community, the town, staff, and everyone for a successful Thanksgiving drive, had about 65 meals, 600 turkeys with vegetables ($10,000 worth of food), appreciative of the volunteers, the staff support, the former mayor Eddie Cole, the people in the community, and corporate sponsors; requested an update on the Night Market (Pressley - it is on the calendar for this upcoming week, public works and the team are finalizing the analysis of all information, in fairness to what took place last month, they will host the last one as part of the pilot program), want to ensure that the selling of alcohol is addressed properly (If they have alcohol, they have to have the police department there, they have to sign off for and pay the associated fees required, they will sell alcohol and have to have a license to sell alcohol and must have a designated space that is monitored at all times.); looking at the process for the water rates and also the sewer rates, was there created another process for the review, according to the information, it was the public works director, the CEO, and the finance director, are we establishing a committee or another process for identifying what vendors will be favorable for the town, normally it has to come before the council to discuss and make decisions on what is best for the town (Pressley - there is no new process, the procurement process was followed based on what the current finance policy requires and also the Florida statues requirements, any procurement includes an RFP, invitations and bids, the standard was followed, the reviewing committee includes individuals that have either a skill set, deals with it, or has a background with it internally), when having these processes, it is recommended that the process is presented to the council so council will know in advance what the process is for selecting someone, requesting a copy of the established new process for selection of these vendors; inquired about the logo, staff will follow up with the item and provide specific dates; inquired about the status of Lieutenant McIntyre, requesting information and what is the next step.

Vice Mayor Theo Washington – Expressed concerns about statements made indicating that the town is being ripped off, will not fight personal battles when using my name, there are two sides to every story, When taking this seat (as council member), it expected that some things voted on will or will not be liked by some people, there will always be opposition; no one is talking about how apartment companies can come in and get over on millions of dollars, cannot get public records or where the approval came from council, cannot find a permit.

MAYOR'S REPORT - Mayor Angie Gardner – Congratulations to Councilman Mack's son for his hard work; acknowledged the lighting ceremony of the Christmas Tree; condolences to the bereaved families who lost loved ones, especially during the holidays, the Harry Rosen family; thanks to OCPS for being a great partner and allowing use of the property (Hungerford) for the upcoming December 19th event (Christmas on the Boulevard), looking forward to the event; Mr. Pressley had a retreat for the staff earlier this year, after the retreat, the

administration brought a budget that had raises in it and it was sliced to COLA, when we talk about morale, perhaps after the retreat, then the council should step up and do their part, that was one way to have boosted morale, Mr. Pressley's morale need to be boosted as well, need to consider how you speak to him and anyone else; to piggyback on what Vice Mayor said, giving away over half a million dollars, given our budget, that cannot be swept under the rug, cannot give $200,000, waive fees over $300,000, and doing a resolution saying to take them out according to their contract, stop pointing the finger and look at what we can do better making sure we understand what it is that we are doing up here, hopefully in the new year we can turn this around; To Councilman Daniels, look at the spreadsheet again, you have to click all tabs for the other costs, the $6,000 figure was incorrect.

ADJOURNMENT Mayor Gardner Motions for Adjournment of Meeting; **Moved** by Councilman Mack; **Second** by Vice Mayor Washington**; AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:20pm.**

Respectfully Submitted by: **APPROVED**

_____ _____

Veronica L King, Town Clerk **Angie Gardner, Mayor**

HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR COUNCIL MEETING
MEETING MINUTES

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

Town Hall – 307 E. Kennedy Blvd.

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 7:35 p.m. and a quorum was established by Mrs. King

PRESENT: **(5)**, Mayor Angie Gardner, Vice Mayor Theo Washington, Councilman Rodney Daniels, Councilwoman Wanda Randolph, Councilman Tarus Mack

STAFF: **(5)** Demetrius Pressley, **Chief Administrator Officer**, Veronica King, **Town Clerk**, Ryan Knight, **Town Attorney**, Katrina Gibson, **Finance Director**, Chief Stanley Murray, **EPD**

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 adding the PEC Presentation (continuation from workshop); **Moved by** Councilwoman Randolph; **Second by** Vice Mayor Washington; **AYE: ALL, MOTION PASSES.**

PRESENTATIONS – (2)

PEC Presentation - (Presenter: NY Nathiri) – Received approval from Orange County a Blockbuster Project (Eatonville Rising), required in 2027 to deliver no less than 50,000 people to the Town of Eatonville and Orange County (3 yrs); It is restricted to marketing and events and is a $1.3 million dollar allocation from the Tourist Development Tax (TDT), this is not a festival template and prohibited to use the festival model, there will be no streets closed, requesting to rent the lot that the CRA owns for a year to bring a commission exhibition which will require police services, will pay for rental and police services, this is an effort to help build the human infrastructure, cultural heritage tourism, there is a $750 stipend that will be given to people who are in training, one part of the appropriation and contract is Orange County TDT that is restricted to only marketing and the event planning for one year, reporting is required on semi-annual basis, this is not a matching grant, $600,000 was brought to the table from a letter of engagement from a fundraising group, these dollars will pay for the rental of the CRA, for police services, and for the commissioning of the work, it is important that we are able to show deliverables and that the Town of Eatonville and its government is fully engaged and supporting, soliciting for referrals of one person from each council member that will do the work (like an ambassador), person must be willing to go to school and go on the field trips, this is big responsibility. (The PowerPoint will be sent to the Town Council)

Duke Energy Neighborhood Energy Saver Program - (Presenter Melvin Philpot) – Bringing to the greater Eatonville area, called the Neighborhood Energy Saver, a program designed to go into income eligible neighborhoods and install up to 21 free home improvements, will educate the households by identifying energy efficiency techniques and best practices, looking to change the way residents think about using

energy and to help them to control energy usage, there is no Duke Energy criteria, have adopted the State of Florida's guidelines, the program aligns with the same programs that the State of Florida have, the program will do single family homes, apartments, homeowners and renters are also eligible with the requirement that they customers of Duke Energy and they live in the designated area, have identified 913 customers (will be in the area for about 8-9 weeks), will begin a notification campaign having intel on every resident in the area, will send out a package of information in January, February 11, 2025 is the community kickoff located at the Denton Johnson Center (food will be provided), Town Council will be invited to come and share words about their impression of the program, one of the featuring installs is the smart thermostats, will install in every resident's home that want them, they will be able to control their temperature from their phone, there are a total of 21 different items that can be installed, will share information at the Stakeholders Meeting on January 27, this is a great opportunity for energy savings and improvements to the homes at no cost.

CITIZEN PARTICIPATION – (0)

APPROVAL CONSENT AGENDA: **Mayor Gardner Motions to APPROVE the Consent Agenda**

approving Town Council Meeting Minutes (October 1), Resolution 2024-23 appointment of an Alternate Board Member (John Beachum) to the Historic Preservation Board, and approval of the Engineering Program Manager for the FDEP Water and Sewer Improvements Project; **Moved by** Councilman Mack; **Second by** Vice Mayor Washington; **AYE: ALL, MOTION PASSES.**

COUNCIL DECISIONS: (No Action Items under Council Decisions)

REPORTS:

CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley – 2024 newsletter is available; working on the MLK parade; great job in the clerk's office with completing the new record's room and bringing in the record's coordinator, continuing efforts in introducing the community to the TextMyGov option for communication; working towards the Community Change Grant with public works and pending information; meeting on the DRG program with HUD ($2mil and $4.1mil); The Vereen Grant has begun the planning and design phases of the project; the SRF Funding (approved tonight) is getting ready to take off; have updated the status with the procurement process to make sure that all items are covered and ensure that the information is available for the council to review; submitted for the community policing grant an amendment to cover the community policing facility, need to schedule a community charrette with the Catalina Park, this is in the process of being procured, planned, designed, and constructed; working with the $5.9 grant, waiting on the engineering approval of the engineering services; the municipal impact fees will take place in January; the water sewer impact fees is in review with Ms. Valerie Mundy and the Florida Rural Water; have started reviewing documentations for the stormwater master plan and rate study, can adjust to the tax base versus through the water bills; the rate study has been complete, the implementation phases and the communication PR side is taking place where Ms. Valerie Mundy, Public Works, and Utilities are preparing letters to send to commercial and residential providers to make aware of the changes within the water rates; have the ARPA funds with usage of about 70 percent, still have 30 percent left, Mrs. Gibson is working to identify other projects left to utilize those funds or to put towards future projects; the CDBG Grant with the county for 370 East Kennedy (known as the CRA building) is pending items from the county in order to proceed forward, looking into architectural layout for that facility; an update on the solid waste management was provided, working on some communication and education programs for rethinking waste and to make sure that the residents, the solid waste had some larger pickups that exceeds such a size of our town, need educate on what goes towards recycling, solid waste dates for the holidays, will not run on Christmas and New Year's day, all the other days will continue with the normal schedule; the recreation department is doing a great job, putting together a comprehensive report on programs that are operating and the upcoming programs; Thursday is the Christmas on the Boulevard event in collaboration with the elementary school, Town Council is asked to inform Ms. Brittany Gragg of attendance so that accommodations can be

made; the day after (Christmas on the Boulevard) is the Movie on the Lawn courtesy of the recreation and police department; gave appreciation to staff, especially the finance team, public works, and the police department who works diligently and assist with many things; the police department has a new vehicle that was donated to the town and rewrapped at a discount rate; working to finalize the homeless or unsheltered epidemic taking place in central Florida with the county, waiting on the final process because there is now Florida statutes that prohibits certain activities with homelessness are unsheltered; have a few new team members that have joined the team, Llewella Francis (utility billing), Nicole Direnzo (Record's Coordinator), Tynisha Dunnell (Public Works), Dominique Taylor (Public Works), Perisha Johnson (Recreation), and Ms. Kennedy (Part-time Staff); year end report will be provide to town council for review and comments; back in July, there was a study and a document produced by legal for the logo, waiting direction from the town council on how to proceed forward; Thanks to the council for the opportunity to serve, working diligently to ensure that the staff is operating at a high level, there were comments made about morale of the staff, met with each department and the majority of the staff stated that they enjoy working for the town, there were concerns about comments made from town council towards staff that was disgruntling, working to make sure town council have the proper information needed to ensure there is no fallback to staff that can be misleading from this dais, will continue to work on ourselves and make sure we do all we can to serve the mayor and the counsel in the best of our abilities.

ATTORNEY: Ryan Knight –There was a lawsuit filed last month; it was a refile of a previous lawsuit that was filed in April of this year regarding a sidewalk issue with someone claiming injuries.

TOWN COUNCIL REPORT/DISCUSSION ITEMS -

Councilman Tarus Mack – Looking forward to the Christmas on the Boulevard holiday event; congratulations to PEC on their grant received from Orange County; congratulations to all the new employees; thanks to Mr. Pressley for your professionalism and your leadership.

Councilman Rodney Daniels – Request update on Mr. English the young man who wanting to purchase property, asked to close out information on what he needs to purchase the land or if he is unable to do so; appreciate the recycling program, always wanted a recycling program to help our citizens to know what to recycle, would like a program that will incentify recycling for our community, will always fight for this community, every dime needs to be held accountable; with special events, what is the return on the investment, are the events making an impact, will forever support fees, permits, and what is needed to help take care of our community; will be fine with whatever is being sold as long as an organization pay their money, fulfill their obligation with the application, pay their dues except for it being done at town hall where business is conducted, this is hollow ground; If helping a nonprofit and money is raised, to show me you care by using the money to put a roof on someone's home, helping the non-sheltered; request an update on the post office, ok with making the $17,000 work, do not want the town going into a deficit again, making up the difference for salaries and whatever is needed to run the post office.

Councilwoman Wanda Randolph – Expressed concern about the memorandum received from the CAO (will discuss offline with Mr. Pressley), the letter is citing disruption and undue pressure on the administrative functions, information in the letter is not true, one incident was the result of helping a distressed resident about a plumbing issue, was making efforts to help, calm, and provide care to a person, did not go outside of the circle of authority; you can advise me, make recommendations, but as a council member I report to the people of Eatonville, if I see something urgent that needs care, I will see about the residents;

Vice Mayor Theo Washington – Expressed concerns with issues that have not addressed in 2024, why is the easement being held up, the sewage line on Lincoln has not be addressed; inquired about the golf cart signage, people need to know where golf carts can and cannot go; want to make things easier for citizens in 2025; would to further discuss the event situation, see what other cities are doing.

MAYOR'S REPORT - <u>Mayor Angie Gardner</u> – Congratulations to PEC; apologized to Mr. Dix for not getting back with him concerning the Bethune issue; this administration since 2022 to present has really broken many milestones, with pushing up to $70 million dollars, and about to sign to $34 million dollars can clear the capital improvement plan, the administration has been doing a super job; looking forward to the Duke Energy program, will help many people; in regards to the 34 million, the water is going to increase but without the increase the pipes cannot be fixed, one is going to help the other with hopes that everything will balance out just like the market economy; we are moving in the right direction at a tremendous speed; congratulations to Mr. Presley and the staff for all the work done, hoping to see in the next several months the rewards because the money is being put in place which is needed to get the much needed repairs done.

ADJOURNMENT Mayor Gardner Motions for Adjournment of Meeting; **Moved** by Councilman Mack; **Second** by Councilwoman Randolph**; AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:29pm.**

Respectfully Submitted by: **APPROVED**

_____ _____

Veronica L King, Town Clerk **Angie Gardner, Mayor**

HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
JANUARY 21, 2025, 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 Resolution 2025-1 Establishing the Designated Authorized Representative to Execute Clean Water and Drinking Water State Revolving Fund Loan Agreement **(Public Works)**

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		**Department:** PUBLIC WORKS
PUBLIC HEARING 1ST / 2ND READING		**Exhibits:** • Resolution 2025-1 • FDEP Clean Water State Revolving Fund Loan Agreement DW480290 • FDEP Drinking Water State Revolving Fund Loan Agreement DW4802A0
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Approval of Resolution 2025-1 establishing the designated Authorized Representative to execute the Loan Agreements

SUMMARY:

This request is to approve the signing of the agreement for the FDEP Clean Water funding of $19,823,318 and Drinking Water funding of $14,565,300 with 100% forgiveness for each loan.

RECOMMENDATION: Recommend Approval of Resolution 2025-1 establishing the designated Authorized Representative to execute the Loan Agreements

FISCAL & EFFICIENCY DATA:

RESOLUTION # 2025-1

"A RESOLUTION OF THE HISTORIC TOWN OF EATONVILLE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE."

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of water pollution control facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the Historic Town of Eatonville, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing for Drinking Water and Sanitary Sewer Upgrades and

WHEREAS, the Planning, Design, and Construction Loan Agreement designates Project No. DW4802A0 as eligible for $14,565,300 in funding and WW480290 as eligible for $19,823,318 in funding and

WHEREAS, the Loan Agreement designates 100% Principal Forgiveness, and all funds loaned will not require repayment.

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

SECTION I. The foregoing finding are incorporated herein by reference and made a part hereof.

SECTION 2. The Historic Town of Eatonville, Florida is authorized to execute the loan agreement with 100% principal forgiveness to finance the Drinking Water and Sanitary Sewer Improvements Project.

SECTION 3: The Mayor is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 4: The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Chief Administrative Office shall have authorization to sign in the Mayor's absence. The Mayor is authorized to delegate responsibility to appropriate Town staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 5: The legal authority for borrowing moneys to construct this project is provided in Section 403.1835 Florida Statutes.

SECTION 6: Conflicts: All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7: Severability: If any section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconditional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 8: Effective Date: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 21st day of JANUARY 2025.

_____
Angie Gardner, Mayor

ATTEST:

_____
Veronica King, Town Clerk

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

CONTENTS PAGE

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

CONTENTS PAGE

CLEAN WATER STATE REVOLVING FUND
PLANNING, DESIGN AND 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 Wastewater 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 associated with the Project 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 completing 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 $1,000,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit or program specific 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 200.502-503. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 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 200.508-512

(c) If the Local Government expends less than $1,000,000 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 $1,000,000 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 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 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.

4.08. 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 8.15 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 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 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 AND RELATED ACTS REQUIREMENTS.

(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/davis-bacon-and-related-acts-dbra.

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. ASSET MANAGEMENT PLAN.

Subsection 62-503.700(7), Florida Administrative Code encourages Loan recipients to implement an Asset Management Plan to promote long term sustainability of the system. An Asset Management Plan must be adopted by ordinance or resolution and written procedures must be in place to implement the plan.

The plan must include each of the following elements: i) identification of all assets within the Local Government's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain

all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and wastewater or stormwater flow projections, as applicable, for the Local Government's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; and industrial pretreatment fees and parameters; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility, if the Local Government transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility; and x) a plan to preserve the assets, as well as the renewal, replacement, and repair of the assets as necessary, and a risk-benefit analysis to determine the optimum renewal or replacement time.

Failure to adopt, implement, and maintain the Asset Management Plan will result in full repayment of the Principal Forgiveness portion of this Agreement.

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, **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 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 - CONTRACTS AND INSURANCE

9.01. CONTRACTS.

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

(a) Proof of advertising.

(b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(e) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(f) 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.

(g) 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.

(h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products 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.

(2) The following must be provided to the Department for professional services contract(s):

(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation.

(b) Current certifications for Minority and Women's Business Enterprises participating in the contract.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Local Government shall submit the following documents:

(a) Contractor insurance certifications.

(b) Executed Contract(s).

(c) Notices to proceed with construction.

(2) After the Local Government has awarded the professional services contract(s), the Local Government shall submit the following documents:

(a) Executed Contract(s).

(b) Professional Services Procurement Certification.

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	675,000
Design Activities	1,921,801
Construction and Demolition	15,935,470
Contingencies	1,241,047
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 Professional Services Procurement Certification form

(c) A signed contract between the engineering consulting firm and the Local Government with specific details of the design work to be completed; and

(d) A completed EPA Preaward Compliance Report; and

(e) A Federal funding Accountability and Transparency Act form (FFATA); and

(2) The Department will be notified if there are any changes to the rates adopted in Resolution No. 2024-40; and

(3) 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

_____
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

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

CONTENTS PAGE

CONTENTS PAGE

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 $1,000,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit or program specific 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 200.502-503. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 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 200.508-512.

(c) If the Project Sponsor expends less than $1,000,000 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 $1,000,000 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

(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 AND RELATED ACTS 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 of 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/davis-bacon-and-related-acts-dbra.

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. ASSET MANAGEMENT PLAN.

Subsection 62-552.700(7), Florida Administrative Code encourages Project Sponsors to implement an Asset Management Plan to promote long term sustainability of the Water System. An Asset Management Plan must be adopted by ordinance or resolution and written procedures must be in place to implement the plan.

The plan must include each of the following elements: i) identification of all assets within the Project Sponsor's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and drinking water use projections, as applicable, for the sponsor's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility (if the sponsor transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility); and x) a plan to preserve the assets, renewal, replacement, and repair of the assets as necessary and a risk-benefit analysis to determine the optimum renewal or replacement time.

Failure to adopt, implement, and maintain the Asset Management Plan dated September 18, 2024 will result in full repayment of the Principal Forgiveness portion of this Agreement

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, **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 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 - CONTRACTS AND INSURANCE

9.01. CONTRACTS.

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

(a) Proof of advertising.

(b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(e) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women’s Business Enterprises participation in Project construction.

(f) 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.

(g) 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.

(h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products 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.

(2) The following must be provided to the Department for professional services contract(s):

(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation.

(b) Current certifications for Minority and Women's Business Enterprises participating in the contract.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit the following documents:

(a) Contractor insurance certifications.

(b) Executed Contract(s).

(c) Notices to proceed with construction.

(2) After the Project Sponsor has awarded the professional services contract(s), the Project Sponsor shall submit the following documents:

(a) Executed Contract(s).

(b) Professional Services Procurement Certification.

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	375,000
Design Activities	1,015,300
Construction and Demolition	12,010,000
Contingencies	975,000
Technical Services After Bid Opening	50,000
Asset Management Plan (AMP)	140,000
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 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 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, establishes the designated Authorized Representative for signing the application and executing the Loan Agreement; and

(b) A signed Professional Services Procurement Certification form; and

(c) A signed contract between the engineering consulting firm and the Project Sponsor with specific details of the design work to be completed; and

(d) A completed EPA Preaward Compliance Report; and

(e) A Federal funding Accountability and Transparency Act form (FFATA); and

(2) The Department will be notified if there are any changes to the rates adopted in Resolution No. 2024-40; and

(3) The Project Sponsor 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
JANUARY 21, 2025, 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 Agreement between Town and GCI, Inc. for the FDEP SRF Grant Funding **(Public Works)**

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		**Department:** PUBLIC WORKS
PUBLIC HEARING 1ST / 2ND READING		**Exhibits:** • Engineering Program Manager Agreement between Town and GCI, Inc. • SRF Engineering Program Manager Agreement Consultant's Compensation Exhibit A
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Staff request for approval of the Engineering Program Manager Agreement

SUMMARY:

This is the FDEP Engineering Program Manager Agreement required to be submitted with the grant agreement.

RECOMMENDATION: Staff recommend approval to authorize the execution of the agreement with GCI (The Engineering Program Manager Agreement).

FISCAL & EFFICIENCY DATA: N/A

MASTER AGREEMENT FOR PROFESSIONAL PROGRAM MANAGEMENT SERVICES

AGREEMENT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT is effective this 17th day of December, 2024,

by and between the **Town of Eatonville,** ("Owner"), a public and governmental body existing under and by virtue of the laws of Florida, with a business address at **307 E Kennedy Blvd, Eatonville, FL 32751 ,** and **Geotech Consultants International, Inc. dba GCI Inc.,** ("Consultant"), a Florida corporation licensed to do business in Florida, with a business address at **2290 North Ronald Reagan Blvd., Suite 100, Longwood, FL 32750.**

WITNESSETH:

WHEREAS, the Owner desires to employ the Consultant to provide professional services for Continuing Program and Project Management Services, as described herein, at the City of Eatonville and

WHEREAS, the Consultant is licensed, qualified, willing and able to perform the professional services required on the terms and conditions hereinafter set forth; and

WHEREAS, the Owner has given public notice of the professional services to be rendered pursuant to this Agreement, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference; and

WHEREAS, the selection of the Consultant has been made in accordance with the provisions of 49 CFR Part 18, and the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Owner and the Consultant do hereby agree as follows:

ARTICLE 1-GENERAL PROVISIONS

1.1 Basic Definitions

Wherever used in this Agreement, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:

1.1.1 Additional Services

Services which may be requested from the Consultant by the Owner in addition to the Basic Services covered by this Agreement. Additional Services, if any, will be defined in an Addendum to this Agreement.

1.1.2 Agreement

The Agreement for Professional Services between the Consultant and Owner, including all Exhibits listed in Article 20 of this Agreement, including all amendments and addenda hereto.

1.1.3 Basic Services

The Basic Services to be performed by the Consultant for the Owner as described in **Exhibit A and B** of this Agreement.

The following abbreviations will be used throughout this Agreement:

1. FAA- Federal Aviation Administration
2. FDOT -- Florida Department of Transportation
3. TSA-- Transportation Security Administration
4. DOT -U.S. Department of Transportation
5. City - City of Eatonville

1.1.5 Consultant's Compensation

Consultant's Compensation means the fees and expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for which the Owner shall pay the Consultant as indicated in **Exhibit A.**

1.1.6 Services

Services means both Basic and Additional Services performed by the Consultant for the Owner under this Agreement.

ARTICLE 2 -SERVICES TO BE PROVIDED BY THE CONSULTANT

2.1 Basic Services

2.1.1 The Consultant hereby agrees to provide professional services required for Basic Services as defined in **Exhibit A.**

2.1.2 The Consultant shall perform Basic Services in accordance with the terms and conditions of this Agreement and with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended.

2.2 Additional Services

The Consultant agrees to perform such Additional Services as may be negotiated between the Owner and the Consultant and set forth in an Addendum to this Agreement, executed by the Owner and Consultant. An Addendum for Additional Services will establish either a lump sum amount or per diem or hourly rates with a not to exceed limit for the cost to complete the Additional Services. Hourly rates shall be those most recently negotiated rates with the Owner. In the event that unit prices were defined for various services in this Agreement for Basic

Services, these same unit rates shall be used as the basis for determining the cost for Additional Services. An Addendum will also define the amount of time for the Consultant to complete the Additional Services. It is expressly understood, however, that the Owner shall have no obligation to authorize the Consultant to perform any Additional Services under this Agreement. Additional Services will be performed in accordance with the terms of this Agreement and all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended.

2.3 Personnel

The Consultant agrees to retain the necessary qualified personnel to perform all Basic and Additional Services for the Owner pursuant to this Agreement and any Addenda hereto. Consultant shall ensure that all such personnel, while performing Services hereunder, shall conduct themselves in a professional manner. The Consultant further agrees to remove promptly any personnel from performing Services as the Owner shall request in writing, which request may be made by the Owner with or without cause, and to replace promptly such personnel with another of the Consultant's qualified personnel who shall be approved in writing by the Owner

2.4 Subconsultants

2.4.1 The Consultant, in order to supplement its forces with additional expertise and to meet its Article 18 requirements of small business participation, may employ other entities and individuals to serve as subconsultants. All subconsultants proposed for the services shall be selected by the Consultant from a prequalified pool of subconsultants previously approved the Owner's Professional Services Committee. The pool of approved subconsultants shall be developed cooperatively by Owner and Consultant, following advertisement and an outreach program, in order to identify qualified small businesses that are available to provide the necessary services. Approval of any proposed subconsultant shall be in Owner's sole discretion. All proposals that include subconsultant personnel that were not expressly included in the subconsultant's Statement of Qualifications must include resumes and a detailed scope of work to be performed by the proposed personnel. No payment will be made for work performed by subconsultant personnel that are not specifically identified in an approved proposal.

2.4.2 The Consultant agrees, at the Owner's written request, which may be made by the Owner with or without cause, to terminate promptly the services of any Subconsultant and to replace promptly each such terminated Subconsultant with a qualified firm or individual approved by the Owner in writing. The Consultant further agrees to cause the Subconsultants to remove promptly any employees providing Services under this Agreement as the Owner shall request in writing, which may be made by the Owner with or without cause, and to replace promptly each such employee with another qualified employee acceptable to the Owner.

2.4.3 The Owner shall have no liability or obligation to the Subconsultants hereunder.

2.4.4 The Owner shall have the right, but not the obligation, based upon sworn statements of accounts from the Subconsultants, and in accordance with the Consultant's written request, to pay a specific amount directly to a Subconsultant. In such event, the Consultant agrees any such payments shall be treated as a direct payment to the Consultant's account.

2.4.5 Subconsultant fees shall be billed to the Owner at cost with no additional markup applied by the Consultant. Additionally, previously negotiated Subconsultant hourly rates shall be utilized in proposals for Additional Services.

2.4.6 All Services performed by Subconsultants under this Agreement shall be pursuant to an appropriate written agreement between the Consultant and each Subconsultant. The Consultant shall require each Subconsultant to be bound to the Consultant by all the terms of this Agreement, and to be responsible to the Consultant for all the obligations and responsibilities for which the Consultant, pursuant to this Agreement, is responsible to the Owner, except as provided in Paragraph 15.5.13. The Consultant shall make available to each proposed Subconsultant, prior to execution of the Subconsultant's agreement, a copy of this Agreement. When requested by the Owner, the Consultant shall submit copies of the written agreements between the Consultant and the Subconsultants.

2.5 Consultant's Standards of Performance

The Consultant shall use professional standards of care and performance to perform all Services in such quality and sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Owner and as required by the project. The Services must be provided in a manner that is consistent with the level of reasonable care, skill, judgment and ability provided by professionals providing a similar type of Services in the same geographic area.

2.6 Consultant's Liability

The Consultant shall be and remain liable in accordance with applicable law for all damages to the Owner and the Owner's property caused by the improper acts, errors or omissions of the Consultant or by any Subconsultants in performing any Services. The term "improper acts, errors or omissions" shall include, but not be limited to, negligent, reckless, wanton, intentional, or willful failure to perform the Services in accordance with the professional standard of care and performance for each Service set forth in this Agreement.

2.7 Consultant's Obligation to Correct Errors or Omissions

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Consultant. If any design work or submittal prepared by the Consultant contains an error, omission, deficiency or mistake, Owner reserves the right to backcharge reasonable costs incurred in identifying, documenting, and remedying any such error, omission, deficiency or mistake.

Such backcharge amounts may be deducted from any payment(s} due the Consultant. If the payments due the Consultant are not sufficient to cover such amount(s), the Consultant shall be responsible for paying the difference to Owner. See EDC-09A for backcharge review process.

Upon written notice from Owner the Consultant shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, work, and materials resulting from the improper act, error or omission of the Consultant or any Subconsultants.

2.8 Consultant's Obligation to Repair Damaged Property

The Consultant shall promptly repair, at its sole cost and expense and in a manner acceptable to the Owner, any damage caused by the improper act, error or omission of the Consultant to facilities operated or controlled by the Owner or any third party to which the Owner is accountable, or any improvements or property located thereon. If any damage is caused partially by improper acts or omissions of the Owner or a third party for whom the Consultant is not responsible, all parties shall bear their proportional share of the repair costs based upon the parties' relative degree of fault.

2.9 Owner's Approval shall not Relieve Consultant of Responsibility

Review or approval by the Owner of data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and incidental work or materials furnished hereunder shall in no way relieve the Consultant of responsibility for the technical adequacy and accuracy of Services performed by the Consultant. Neither the Owner's review, approval, acceptance of, nor payment for, any of the Services under this Agreement shall constitute a waiver of any of the Owner's rights under this Agreement or of any cause of action it may have arising out of the this Agreement.

2.10 Non-Exclusive Rights

The rights granted to the Consultant hereunder are nonexclusive, and the Owner reserves the right to enter into agreements with other consultants to perform professional services, including without limitation, any of the Services provided for herein.

2.11 Consultant's Compliance with Laws and Regulations

2.11.1 The Consultant and its employees and Subconsultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"), including, but not limited to, the laws governing the wages paid by the Consultant to its employees.

2.11.2 The Consultant shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Consultant to render its Services hereunder

2.11.3 Effective January 1, 2021, the Consultant shall register with and utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to verify the work authorization status of all newly hired employees, performing work in the United States. The Consultant shall include an express provision in all Subcontracts requiring the Subconsultants and Subcontractors to do the same and require all Subconsultants and Subcontractors to provide the Consultant with an affidavit stating that the Subconsultant/Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant must retain all such affidavits for the duration of the Contract. In accordance with Florida Statutes §448.095, the Owner shall terminate this Contract if Owner has a good faith belief that the Consultant knowingly employs an unauthorized alien or has otherwise violated Florida Statute

§448.09(1). The Owner shall require the Consultant to terminate the contract of a Subconsultant/Subcontractor if Owner has a good faith belief that the Subconsultant/Subcontractor has knowingly violated Florida Statute

§448.09(1). The Consultant may challenge any such termination in accordance with Florida Statutes §448.095. Consequences for a violation of this subsection also include liability for the Owner’s costs because of the termination-and debarment for at least one (1) year in accordance with Florida Statutes §448.095.

2.12 Consultant is not Owner's Agent

The Consultant is not authorized to act as the Owner’s agent hereunder and shall have no authority, expressed or implied, to act for or bind the Owner hereunder, unless set forth in Addenda hereto.

2.13 Reduced Scope of Services

The Owner shall have the right, by written notice to the Consultant, to reduce the scope of Services to be rendered hereunder. In the event the scope of Services are reduced by the Owner, the Consultant shall promptly notify the Owner in writing after receipt of such notice of the amount by which the total compensation for that particular scope or service should be reduced. The reduction in compensation shall be calculated on the basis of the Consultant's labor estimates and labor-hour costs for such Services and the related reimbursable expenses. The Consultant's notice to the Owner shall show this calculation in reasonable detail. The Owner shall, with reasonable promptness after receipt of the Consultant's calculation of compensation reduction, notify the Consultant in writing of its acceptance or objection to the amount of compensation reduction, together with the Owner's determination of the proper amount of compensation reduction, which determination shall be conclusive.

2.14 Suspension

If the Owner suspends the Project, or any portion thereof, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the services. The fees for the remaining services and the time schedules shall be equitably adjusted. If the Owner suspends the Project or a portion thereof for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

2.15 Consultant's Representative

The Consultant shall designate a person to act as the Consultant's Representative as identified in **Exhibit A.** The Consultant's Representative shall have complete authority on behalf of the Consultant to transmit or receive information, to propose or proceed with action requested by the Owner and to execute Addenda on behalf of the Consultant.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

3.1 Furnishing Information and Instructions; Examination of Documents

3.1.1 Upon request by the Consultant, the Owner will make available for the Consultant's investigation and use the Owner's library of record documents for the Owner's existing facilities, and other information pertinent to the

Services which may be available, including any survey and geotechnical information. However, it will be the Consultant's responsibility to research these existing documents to determine which, if any, are applicable to the Services. It will also be the Consultant's responsibility to verify all applicable information shown on the Owner's record documents or any other information provided by the Owner prior to relying upon such information for execution of the Services.

3.2 Review of Consultant's Submittals

Subject to the provisions of this Agreement, the Owner may examine all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda and other documents and instruments prepared by the Consultant and delivered to the Owner pursuant to this Agreement, within a reasonable time so as not to unreasonably delay the Consultant in the rendering of its Services. The Owner will promptly notify the Consultant of any observed deviations from the Scope of Services as defined herein and in the attached **Exhibit A,** errors or other defects in such data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda and other documents and instruments.

3.3 Reasonable Access

The Owner will allow the Consultant reasonable access to facilities controlled by the Owner to enable the Consultant to perform the Services. The Consultant agrees that such rights of

access shall not be exercised in a manner or to such extent as to impede or interfere with the operation of the Owner's facilities, or with the operations of the Owner's lessees, licensees, or permittees of the Owner or the applicable owners of such facilities. The Consultant further agrees to abide by all applicable regulations regarding access to the Owner's facilities, including access to Airfield Operating Areas (AOA). The Consultant will obtain all necessary badges and clearances required for such access by the Consultant's personnel at no additional cost to the Owner.

3.4 Owner's Representative

The Owner's Representative, as identified in **Exhibit A,** acts as the Owner's Representative with respect to

Services to be provided by the Consultant under this Agreement.

ARTICLE 4 - TIME

4.1 The Consultant's Services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Services through completion.

4.2 The date for commencement of the Services by the Consultant is the effective date of the Notice to Proceed.

4.3 **A schedule** for the Services shall be included in each Addendum by executing an Addendum, the Consultant acknowledges that the schedule set forth in such Addendum is both realistic and achievable, and that the Services will be completed within the time frame set forth in the schedule.

4.4 If, at any time prior to completion of the Services, the Consultant determines that the Services are not progressing according to the schedule as set forth in the Addendum, the Consultant shall immediately notify the Owner in writing and shall provide a description of the cause of the delay, the effect on the schedule and the recommended action to meet the schedule.

ARTICLE 5--PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

5.1 Compensation for Services

For Services rendered by the Consultant, the Owner shall pay the Consultant in accordance with the payment terms defined in **Exhibit A.** To obtain payment in the most expeditious manner, the Consultant may enroll in the Viewpost

payment software program which includes an option for electronic funds transfer. The Owner will provide instructions on the enrollment process.

5.2 Reimbursable Expenses

5.2.1 The Owner shall pay the Consultant for Reimbursable Expenses incurred by the Consultant as defined in **Exhibit A and Exhibit C, Paragraph 4.**

5.2.2 Reimbursement for travel, for either Basic or Additional Services, shall be made in accordance with the

Owner's travel policy attached as **Exhibit D.**

5.3 Invoices

5.3.1 The Consultant shall submit invoices to the Owner, in the form attached as **Exhibit C,** no more frequently than monthly, for all Services rendered hereunder since the last monthly invoice. Invoices shall be in a form and with detail satisfactory to the Owner and shall include the nature and amount of each expense, separated and identified as reasonably requested by the Owner. The Consultant shall submit one (1) original of the invoice to the Owner, by uploading the invoice in accordance with the Owner's instructions.

5.3.2 Monthly invoices shall also contain the following information:

- Lump sum amount invoices shall include a percentage of such lump sum fee equal to the percentage of Services completed since the last monthly invoice.
- Per Diem or hourly rates invoices shall be based upon the number of days or hours of service actually rendered by the Consultant and its Subconsultants since the last monthly invoice, broken down by appropriate billing classifications.
- Monthly invoices for Reimbursable Expenses incurred since the last monthly invoice shall include the nature and amount of each expense, the date on which it was incurred, and the task to which each expense relates, submitted in a form and with detail satisfactory to the Owner.
- Certification from a Principal or Officer that amounts previously paid by the Owner to the Consultant for work, expenses, supplies, etc. of Subconsultants have been disbursed.
- .Consultant Disbursement Form included in Exhibit C.

5.3.4 The Consultant represents and warrants that all billable hours and rates furnished by the Consultant to the Owner shall be accurate, complete and current as of the date of this Agreement or Addenda hereto. Current rates are defined as the most recently negotiated rates with Consultant and Subconsultants. Consultant shall also verify that Subconsultant rates are accurate, complete and current prior to submission of invoices. The Consultant further covenants and agrees that all billing rates, estimates of the percent of Services which have been completed, and other factual unit costs furnished by the Consultant to the Owner to support any lump sum amount, or per diem or hourly rates, which the Owner agrees to pay for any Services shall be accurate, complete and current as of the date of this Agreement or any Addenda authorizing the Consultant to perform Services. The making of any willfully false statement by the Consultant in a monthly invoice shall be grounds for the immediate termination by the Owner of this Agreement.

5.3.5 The Owner shall notify the Consultant in writing of any objection to the amount of such invoice, together with the Owner's determination of the proper amount of such invoice. Such notice shall be accompanied by the Owner's payment of any undisputed portion of such monthly invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Owner shall promptly pay the Consultant the amount so determined, less any amounts previously paid by the Owner with respect to such monthly invoice. In the event it is determined that the Owner has overpaid such monthly invoice, the Consultant shall promptly refund the amount of such overpayment to the Owner, together with interest thereon at the rate of 6% per annum from the date such amounts were paid by the Owner.

5.3.6 Consultant shall, upon written request from the Owner, provide such records to verify payment to Sub- consultants. Records may include, but not be limited to, cancelled checks, invoices and other financial information.

5.3.7 Upon completion of the performance of Additional Services covered by any particular Addenda, or as agreed to by the parties, Consultant shall submit a final invoice and denote "Final Invoice" on same.

5.4 Adjustment to Fees

In addition to any other rights or remedies available to the Owner, the Owner shall have the right to adjust the fee payable to the Consultant for any Services in order to prevent payment by the Owner of any sum which the Owner determines was increased due to inaccurate, incomplete, non-current billing rates, hours or estimate of completion status, and other factual unit costs, provided that such adjustment is made by the Owner within one year from the date of payment by the Owner of the Consultant's final invoice for the Services to which the adjustment relates.

5.5 Annual Rate Adjustment

The per diem or hourly rates set forth in **Exhibit A** may be reviewed annually on or before the anniversary date of this Agreement. In the event Consultant has more than one Agreement with the Owner, the anniversary date will be the latter Agreement's anniversary date. Any adjustments to per diem or hourly rates shall be negotiated, approved in writing by the Owner and shall be effective no earlier than the anniversary date of the Agreement. Adjusted billing rates cannot be utilized for billable hours performed prior to the approval date. Subconsultant billing rates may or may not be affected by the annual rate adjustment, i.e. Subconsultant with rates negotiated under another agreement and within one year of those negotiated rates.

ARTICLE 6 - RECORDS

6.1 Maintenance of Records

The Consultant shall maintain complete and accurate records relating to all Services rendered by Consultant and any Sub-consultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Owner. Records and invoices for Services shall include all of the information required in order to determine the Consultant's monthly hours for each employee rendering Services hereunder, and shall identify the Services rendered by each employee in a manner acceptable to the Owner. Records for Reimbursable Expenses shall identify the nature and amount of each expense the date on which it was incurred, and the task to which the expense relates.

6.2 Access to Records and Reports

The Consultant shall maintain an acceptable cost accounting system. All of the Consultant's books. documents, papers and records directly relating to Services shall, upon reasonable notice by the Owner, be made available to the Owner, the FAA, the TSA, the FOOT and the Comptroller General of the United States of America, all of whom shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Consultant's records. Production of such records by the Consultant shall not constitute promulgation and shall retain in the Consultant all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Consultant has overstated its hours of service, Reimbursable Expenses, per diem or hourly rates for any month, or percentage of lump sum amount earned in any month, the amount of any overcharge paid by Owner as a result of an overstatement shall forthwith be refunded by the Consultant to the Owner with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Owner's notice to the Consultant of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Consultant's statement for that month, the entire reasonable expense of the audit shall be borne by the Consultant. The Consultant shall retain all

records, books, and reports required under this Contract and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Owner of the final invoice for the Services and all pending matters are closed. The Consultant shall insert this provision into any lower tier contract.

6.3 Public Records

When the Consultant receives any request to inspect or copy any records that relate to this Agreement, it shall promptly provide the Owner with a copy of the request. The Owner will respond to each such request on behalf of itself and the Consultant and the Consultant agrees to fully cooperate with the Owner with regard to all records requests and comply with all decisions made by the Owner regarding the production/disclosure. The Consultant shall:

- Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services being performed by the Consultant.
- Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended, or as otherwise provided by law.
- Except as authorized by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed *for the duration of the Agreement, as well as following completion or termination of the Agreement if the Consultant does not transfer the records to the Owner.*
- Meet all requirements for retaining public records and *upon completion or termination of the Agreement,* transfer, at no cost, to the Owner all public records in possession of the Consultant *or keep and maintain the public records required by the Owner and the law to perform the Services. If the Consultant transfers all public records to the Owner upon completion or termination of the Agreement, the Consultant shall* destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner. *If the Consultant keeps and maintains public records upon completion or termination of the Agreement, the Consultant shall meet all applicable requirements for retaining public records.*
- Failure to grant such public access or otherwise comply with the Owner's request for records will be grounds for immediate termination of this Agreement by the Owner.
- *Failure to provide the public records to the Owner within* a *reasonable time may also subject the Consultant to penalties under section 119. 10, Florida Statutes.*
- *If* a *civil action is filed against Consultant to compel production ofpublic records relating to this Agreement, Consultant will be solely responsible and liable for its attorney's fees and any resulting damages.*

ARTICLE 7 -TERM OF AGREEMENT AND TERMINATION

7.1 Term of Agreement

The term of this Agreement shall be for a period of three (3) years from the effective date shown on Page 1. The Owner, with the mutual agreement of the Consultant, may elect to renew this Agreement for two (2) additional one-year periods. The Consultant shall perform all services authorized during any renewal period in accordance with the terms and conditions set forth herein with the exception of projects funded under the FAA Airport Improvement Program (AIP) which shall be limited to those projects which are expected to be initiated within five (5) years of the date of the fully executed Agreement.

7.2 Agreement Termination - Default

This Agreement or the Services performed hereunder may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement, or under any Addendum hereto, through no fault of the terminating party; provided, however, that no such termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. The Consultant's obligations to the Owner arising from the Consultant's improper acts or omissions shall survive the termination of this Agreement. In the event the termination is due to Consultant's failure to fulfill the Consultant's obligations, the Consultant must deliver to Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and material prepared by the Engineer under the Agreement, whether complete or partially complete. In the event the termination is due to Consultant's failure to fulfill the Consultant's obligations, the Owner may take over the work and prosecute the same to completion by Agreement or otherwise pursuant to the provisions herein. In such case, the Consultant shall be liable to the Owner for any additional cost occasioned to the Owner thereby. Owner reserves the right to withhold payments to Consultant until such time the default is cured, if applicable, or the Owner elects to terminate the Agreement. Any compensation paid to Consultant for satisfactory work completed up and through the date the Consultant received the termination notice will not include anticipated profit on non-performed services under any circumstance. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided herein. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7.3 Agreement Termination - Convenience

This Agreement or the Services performed hereunder may be terminated in whole or in part in writing by the Owner for its convenience and an equitable adjustment in the contract price shall be made; provided, however, that the Consultant shall be given (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the Owner (in the manner determined by the Owner in its sole discretion) prior to termination. Any compensation paid to Consultant for satisfactory work completed up and through the date the Consultant received the termination notice will not include anticipated profit on non-performed services under any circumstance. Upon receipt of the notice of termination, except as explicitly directed by Owner, the Consultant must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and material prepared by the Engineer under the Agreement, whether complete or partially complete. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available bylaw.

7.4 Agreement Termination - False Certification/Scrutinized Company

Owner may terminate this Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In the event this agreement is for One Million Dollars ($1,000,000.00) or more, Owner may terminate this Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

7.5 Addenda Termination

Owner may terminate Addenda without cause by verbal or written notification to Consultant. Upon notification, Consultant will immediately discontinue all Services specified in the Addenda and submit a final invoice to the Owner within thirty (30) days of Owner's notice of termination to Consultant for those services actually performed.

7.6 Termination - Price Adjustment

In connection with any termination of the Agreement or any Addenda, the Consultant shall have no entitlement to recover anticipated profit for Services or other work not performed.

7.7 Notice of Intent to Terminate

Upon the Owner's giving of notification of termination of the Consultant, or upon the Consultant's giving of notice of intent to terminate as provided herein, the Consultant shall: (1) promptly discontinue all Services affected (unless the Owner directs otherwise); and (2) upon request, deliver or otherwise make available to the Owner all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Consultant or by the Subconsultants in performing Services under this Agreement, whether completed or in process. The rights and remedies of the Owner provided in this Agreement are in addition to any other rights and remedies provided by law or under this Agreement.

7.8 Owner's Right to Complete Terminated Services

Upon termination pursuant to this Agreement, the Owner may take over the Services and perform the Services to completion by agreement with another party or otherwise. In doing so, the Owner shall not waive its right to pursue any remedy that it may have against the Consultant arising out of the Consultant's performance hereunder.

7.9 Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

ARTICLE 8 - DOCUMENTS AND DRAWINGS

8.1 Furnishing Copies

8.1.1 Except as otherwise provided in this Agreement or in any Addendum hereto, the Consultant shall furnish the Owner one (1) editable electronic media copy in original software format, one (1) in PDF format and one (1) hard copy of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, and all other documents and instruments of any type or nature (except working papers), which have been prepared by the Consultant or by the Subconsultants in rendering Services. The Consultant further agrees that at the Owner's request, the Consultant shall cause one or more of its qualified employees to review promptly personally with the Owner's designated representatives any and all such drawings and documents. Copies of drawings and documents shall be furnished to the Owner by the Consultant at the Owner's request, and except as otherwise provided in any Addendum for Additional Services, the Consultant shall receive a reasonable amount for reimbursement of its cost for such additional copies.

8.1.2 Except as otherwise provided in any Addendum for Additional Services, the Consultant shall immediately upon the termination of this Agreement for any reason, furnish to the Owner at no additional cost or expense one reproducible copy, in media acceptable to the Owner and one complete set on electronic media, of all drawings and documents which have been prepared or accumulated by the Consultant or by any Subconsultant in rendering Services but which have not been furnished previously to the Owner by the Consultant pursuant to this Agreement.

8.2 Ownership

All documents prepared or accumulated by the Consultant in rendering Services shall be the sole property of the Owner and the Owner shall be vested with all rights therein of whatever kind and however created; provided, however, that the Consultant shall have no liability to the Owner for the Owner's use of the Consultant's work product unless used in connection with this Agreement or any Amendments or Addenda thereto, or for the Owner's use of work product of the Consultant which is delivered to the Owner in incomplete form, accompanied by written notice to the Owner that such work is incomplete describing in sufficient detail why the documents are incomplete. No reports, maps, drawings, specifications or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Consultant or any of its Subconsultants.

8.3 Identification of Documents

All drawings, specifications, reports, maps and other documents completed as part of this Agreement, other than documents provided exclusively for internal use by the Owner, shall contain the month and year the document was prepared, the words, "Orlando International Airport" or "Orlando Executive Airport," as the case may be, or such other notations as the Owner may direct in writing.

8.4 Confidentiality

The Consultant shall not, during the term of this Agreement and forever thereafter, knowingly divulge, furnish or make available to any third person, firm or organization, without the Owner's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any information generated by the Consultant or received from the Owner, concerning the Services rendered by the Consultant or any Subconsultant pursuant to this Agreement. The Owner's intent is to protect security and proprietary information. The Owner does not intend to restrict the Consultant from normal publication, marketing or awards activities and will not unreasonably withhold its consent.

8.5 Sensitive Security Information

The Consultant shall not, during the term of this Agreement and forever thereafter, knowingly divulge, furnish or make available any sensitive security information to any third person, firm or organization, without the Owner's knowledge and prior written consent, including requests for said information made in the course of judicial or legislative proceedings where such information has been properly subpoenaed, Consultant is further prohibited from releasing and reproducing security sensitive information within Consultant's firm and distribution among Consultant's Subconsultants without the Owner's knowledge and prior written consent.

8.5.1 SSI: Sensitive Security Information -- also noted as (SSI) -- is information that, if publicly released, would be detrimental to transportation security, as defined by Federal regulation 49 C.F.R. part 1520. Although SSI is not classified information, there are specific procedures for recognizing, marking, protecting, safely sharing, and destroying SSL Persons receiving SSI are considered "covered persons" under the SSI regulation in order to carry out responsibilities related to transportation security and are obligated to protect this information from unauthorized disclosure.

8.5.2

- The following information indicates requirements for access to, control of, and/or distribution of Project Documents Marked as Sensitive Security Information or SSI.
    - You Must -- Lock All SSI: Store SSI in a secure container such as a locked file cabinet or drawer (as defined by Federal regulation 49 C.F.R. part 1520.9 (a)(1)).
- You Must -- When No Longer Needed, Destroy SSI: Destruction of SSI must be complete to preclude recognition or reconstruction of the information (as defined by Federal regulation 49 C.F.R. part 1520.19).
- You Must -- Mark SSI: The regulation requires that even when only a small portion of a paper document contains SSI, every page of the document must be marked with the SSI header and footer shown at left (as defined by Federal regulation 49 C.F.R. part 1520.13). Alteration of the footer is not authorized.

- Reasonable steps must be taken to safeguard SSI. While the regulation does not define reasonable steps, the TSA SSI Branch offers the following best practices as examples of reasonable steps:
    - Use an SSI cover sheet on all SSI materials.
    - Electronic presentations (e.g., PowerPoint) should be marked with the SSI header on all pages and the SSI footer on the first and last pages of the presentation.
    - Spreadsheets should be marked with the SSI header on every page and the SSI footer on every page or at the end of the document.
    - Video and audio should be marked with the SSI header and footer on the protective cover when able and the header and footer should be shown and/or read at the beginning and end of the program.
- CDs/DVDs should be encrypted or password-protected and the header and footer should be affixed to the CD/DVD.
    - Portable drives including "flash" or "thumb" drives should not themselves be marked, but the drive itself should be encrypted or all SSI documents stored on it should be password protected.
    - When leaving your computer or desk you must lock all SSI and you should lock or tum off your computer.
    - Taking SSI home is not recommended. If necessary, get permission from a supervisor and lock all SSI at home.
    - Do not handle SSI on computers that have peer-to-peer software installed on them or on your home computer.
    - Transmit SSI via email only in a password protected attachment, not in the body of the email. Send the password without identifying information in a separate email or by phone.
    - Passwords for SSI documents should contain at least eight characters, have at least one uppercase and one lowercase letter, contain at least one number, one special character and not be a word in the dictionary.
    - Faxing of SSI should be done by first verifying the fax number and thatthe intended recipient will be available promptly to retrieve the SSI.
    - SSI should be mailed by U.S. First Class mail or other traceable delivery service using an opaque envelope or wrapping. The outside wrapping (i.e. box or envelope) should not be marked as SS I.
    - Interoffice mail should be sent using an unmarked, opaque, sealed envelope so that the SSI cannot be read through the envelope.
    - SSI stored in network folders should either require a password to open or the network should limit access to the folder to only those with a need to know.
    - Properly destroy SSI using a cross-cut shredder or by cutting manually into less than ½ inch squares.
    - Properly destroy electronic records using any method that will preclude recognition or reconstruction.
    - Maintain an up-to-date record of all SSI Documents and list of persons with access to SSI Documents.

C. When transmitting SSI, the SSI marking must be applied to the transmittal document (letter, memorandum, or fax). The transmittal document must contain, if applicable, a disclaimer noting that it is no longer SSI when it is detached from the SSI it is transmitting (transmittal e-mails do not need to contain this disclaimer), and a warning that if received by an unintended or different recipient, the sender must be notified immediately.

D. When discussing or transmitting SSI to another individual(s), OHS Covered Persons must ensure that the individual with whom the discussion is to be held or the information is to be transferred has a valid Need-to-know. In addition, OHS Covered Persons must ensure that precautions are taken to prevent unauthorized individuals from overhearing the conversation, observing the materials, or otherwise accessing the information.

E. SSI shall be mailed in a manner that offers reasonable protection of the sent materials and sealed in such a manner as to prevent inadvertent opening and show evidence of tampering.

F. SSI may be mailed by U.S. Postal Service First Class Mail or an authorized commercial delivery service such as OHL or Federal Express.

G. SSI may be entered into an inter-office mail system provided it is afforded sufficient protection to prevent unauthorized access, e.g., sealed envelope.

8.5.3 ACKNOWLEDGEMENT OF SENSITIVE SECUITY INFORMATION

A. The Owner has deemed there may be components of this project to be of critical concern due to said component scope. Executing this document is acknowledging the Security Sensitive Information (SSI) requirements and the proper Safeguarding of Sensitive but Unclassified Information.

B. Below is the SSI language from 49 CFR Part 15.13 that will be incorporated into the all construction drawing sheets and on the project manual components that are SSI:

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520 or that may be otherwise exempt from public disclosure pursuant to Florida Statutes sections 331.22, 119.071, and/or 281.301. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of both the Greater Orlando Aviation Authority and either the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

1. I have the express authority to sign this agreement and hereby consent to all conditions stated herein, in consideration of my being granted conditional access to certain information, specified in paragraph (1) above, that, is owned by, produced by, or in the possession of the Greater Orlando Aviation Authority.

2. Sensitive Security Information. I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited

in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

3. By being granted conditional access to the information in paragraph (1), indicated above, I am obligated to protect this information from unauthorized disclosure. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Only those persons who have a need to know may handle this information, and I will ensure that they will comply with all maintenance, safeguarding, dissemination, and handling requirements provided in 49 CFR Part 1520.

4. Neither the execution of this agreement nor the release of the records indicated in paragraph (1) above operates as a waiver of the confidential and exempt status of the records.

5. Violation of this nondisclosure agreement or of the attached federal regulations is grounds for a civil penalty and other enforcement or corrective action by DOT and OHS and, if awarded the contract, will be cause for termination.

C. The following documents are by reference:

- 49 CFR Part 15
- 49 CFR Part 1520
- Sensitive Security Information -- Best Practices Guide for Non-OHS Employees and Contractors.
- Sensitive Security Information - SSI Quick Reference Guide for OHS Employees and Contractors
- OHS Form 11000-6 (08-04) -- Department of Homeland Security Non- Disclosure Agreement.

ARTICLE 9-NOTICES

9.1 Consultant

All notices required to be given to the Consultant hereunder shall be in writing and shall be given by United States mail, postage prepaid, or by facsimile addressed to the Consultant's Representative as defined in **Exhibit "A."** Neither electronic mail nor instant messaging shall be considered notice as required hereunder.

9.2 Owner

All notices required to be given to the Owner hereunder shall be in writing and shall be given either by manual delivery or by United States mail, postage prepaid, addressed to the Owner's Representative as defined in **Exhibit "A."**

9.3 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 10 -REMEDIES

10.1 Attorney's Fees and Costs

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expenses, reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.

10.2 Claims

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof shall, as an express condition precedent to suit, first be subject to mandatory mediation to be set at a mutually agreeable time, but in no event greater than thirty (30) days after the claim or dispute arises. Action on any unresolved claim or dispute shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida or in the sole discretion of the Owner, non-binding arbitration under the auspices of the American Arbitration Association. The parties hereby agree that process may be served on the Consultant and the Owner by Certified United States Mail, postage prepaid, addressed to the Owner's Representative or the Consultant's Representative as defined in **Exhibit "A."** The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

10.3 Governing Law

The Agreement shall be governed by the laws of Florida.

10.4 Successors and Assigns

The Consultant binds itself, its successors, assigns and legal representatives to the Owner and the Owner's successors, assigns and legal representatives in respect to covenants, agreements and obligations contained in the Agreement and any Addenda. The Consultant shall not assign the Agreement or any Addenda in whole or in part without written consent of the Owner.

ARTICLE 11-PROHIBITION AGAINST CONTINGENT FEES

The Consultant represents and warrants to the Owner that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement, and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement.

ARTICLE 12- TRANSFERS AND ASSIGNMENTS

The Consultant shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Consultant with a third party) or (except as otherwise authorized in this Agreement or in an Addendum hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Owner. The Owner shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Owner and the Consultant, and their respective successors and assigns.

ARTICLE 13 -WAIVER OF CLAIMS

The Consultant and the Owner hereby mutually waive any claims against each other, their members, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Agreement or any part thereof, or any Addendum hereto, or arising out of any judgment or award in any suit or proceeding declaring this Agreement or any Addendum hereto null, void, or voidable or delaying the same, or any part thereof, from being carried out; provided, however, that this waiver shall not prevent the Consultant from

seeking to recover the reasonable value of the Services rendered by the Consultant prior to the entry of such judgment or award.

ARTICLE 14 - MEMBER PROTECTION

No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the Services of the Consultant or any Subconsultant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Owner or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member, officer, employee or agent, as such, past, present or future, of Owner either directly or through Owner or otherwise, for any claim arising out of this Agreement or the Services rendered pursuant to it, or for any sum that may be due and unpaid by the Owner. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Owner member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the Services rendered pursuant to it, or for the payment for or to the Owner, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Owner, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

ARTICLE 15 -INDEMNIFICATION AND INSURANCE

15.1 Consultant's Obligations for Indemnification

15.1.1 To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Owner, its officers, directors, agents and employees and all members of the governing board, from and against any and all claims, suits, demands, judgements, liabilities (including statutory liabilities under Workers Compensation laws), damages, actions or proceedings, losses, and costs, fines, and penalties including, but not limited to, reasonable attorneys' fees, investigation costs, and expert or consultant costs, ("Damages") to the extent caused in whole or in part by the negligence, recklessness, intentionally wrongful conduct, or improper acts, errors or omissions of the Consultant, any Subconsultant, and any of their officers, director, partners, or any persons directly or indirectly employed by or any person acting on behalf of the Consultant in the performance the Services, duties and responsibilities provided in this Agreement.

15.1.2 This indemnification shall survive the expiration or termination of this Agreement.

15.1.3 If the indemnification provisions recited in Article 15.1.1 are deemed to be void in whole or in part under Florida law, then the Consultant shall indemnify Owner, its officers, directors, employees and members of its governing board in accordance with, and to the fullest extent permitted by, the obligations and limitations set forth in Florida Statute 725.08.

15.2 Notice of Claims

Each party agrees to give the other party reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the other party or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. Furthermore, Consultant shall notify the Owner and document in detail any matter resulting from the performance of Services that may give rise to a claim by a third party against Owner, Consultant and/or Subconsultant. Consultant shall cooperate with Owner and its agents or representative, in the investigation and resolution of any incident that may give rise to a claim or actual claim made against Owner, Consultant or Subconsultant of any tier arising directly or indirectly from this Agreement. Any action taken by Consultant, Subconsultant, or its insurer to resolve, settle or release itself from a claim shall be coordinated with Owner. No release shall be executed without final approval from Owner, which shall not be unreasonably withheld.

15.3 Survival of Indemnity Provisions

The indemnification provisions of this Article 15 shall survive the expiration or termination of this Agreement with respect to any acts or omissions occurring during the term of this Agreement and shall not be affected or reduced by any information with which the Owner has been provided or may otherwise obtain in the future.

15.4 Employee Benefit Acts

In any and all claims against either party, or any of their partners, officers, directors, stockholders, members, agents, servants or employees, by any employee of the other party, any subconsultant of such party, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the employing or responsible party under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

15.5 Consultant's Insurance Requirements

At its sole expense, Consultant shall maintain the following insurance throughout the term of this Agreement, including any extensions or renewals, and such insurance requirements shall

provide coverage for the Consultant. its subconsultants, representatives, and anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable.

15.5.1 COMMERCIAL GENERAL LIABILITY insurance covering property damage and bodily injury (including death), contract liability with limits of liability no less than the amount set forth in **Exhibit E,** which shall include, but not be limited to, premises, products and completed operations, and contractual liability coverage for the Consultant's covenants to and indemnification of the Owner and the City under this Agreement.

15.5.2 AUTOMOBILE LIABILITY insurance covering motor vehicles, including, but not limited to owned, non• owned, and hired vehicles, used in conjunction with the Services with limits of liability no less than the amount set forth in **Exhibit E,** for death or bodily injury and for damage to property, each occurrence.

15.5.3 WORKERS COMPENSATION in statutory limits in accordance with the laws of Florida and EMPLOYER'S LIABILITY insurance covering Consultant and its employees or persons acting at the direction of Consultant in the performance of Services in the amount as set forth in **Exhibit E.**

15.5.4 PROFESSIONAL LIABILITY insurance covering Consultant for claims, losses and expenses resulting from wrongful acts, errors or omissions committed in the performance of, or failure to perform, all Services under this Agreement with limits of liability in the amount as set forth in **Exhibit E.**

15.5.5 OTHER INSURANCE REQUIREMENTS: Consultant agrees to the following as it relates to all insurance requirements:

15.5.5.1 The Consultant shall include the following as additional insured under the Commercial General Liability and Auto Liability coverages, including any excess policies: Greater Orlando Aviation Authority and the City or Orlando, and their respective members (including, without limitation, members of the Owner's Board and the City's Council and members of citizens advisory committees of each}, officers, agents and employees of each.

15.5.5.2 Self-Insured Retention and Deductibles. Consultant's insurance policies shall not be subject to a self• insured retention or deductible exceeding $10,000, if the value of this Agreement is less than $1,000,000, and not be subject to a self-insured retention or deductible exceeding $100,000, if this Agreement is $1,000,000 or more, unless approved by the Owner's Chief Executive Officer. The above deductible limits may be exceeded if the Consultant's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Consultant pay the deductible prior to its insurer's payment of the claim.

15.5.5.3 Insurance policies shall be primary insurance and not contributory to any other valid insurance Owner may possess, and that any other insurance Owner does possess shall be considered excess insurance only.

15.5.5.4 Insurance shall be carried with an insurance company or companies with a financial stability rating by

AM. Best of B+ VI or better and said policies shall be in a form acceptable to Owner.

15.5.5.5 Any liability insurance maintained by Consultant written on a claims-made form basis will maintain coverage for two (2) years to cover claims made after the Consultant has concluded its services to Owner.

15.5.5.6 All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of Owner and the City of Orlando.

15.5.5.7 A properly completed and executed Certificate of Insurance on a form provided or approved by Owner (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Owner prior to the effective date of this Agreement or prior to any start of services, whichever comes first, and each renewal thereafter during the term of this Agreement and its renewal/extension. Consultant acknowledges that any acceptance of Certificate of Insurance by Owner does not waive any obligations herein this Agreement.

15.5.5.8 The Owner is currently contracted with a third party for the management of all insurance certificates related to Owner Contracts. Consultants will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Consultant of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of this Agreement. Consultants will respond as directed in the introductory letter as well as any further instructions they may receive.

15.5.5.9 The Consultant shall provide the Owner immediate written notice of any adverse material change to the Consultant's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Consultant's self-insured retention and any non-renewal or cancellation of required insurance.

15.5.5.10 If any insurance coverage is canceled or reduced, Consultant shall, within forty-eight (48) hours remit to Owner a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to Owner. If Consultant fails to obtain or have such insurance reinstated, Owner may, if it so elects, and without waiving any other remedy it may have against Consultant, immediately terminate this Agreement upon written notice to Consultant.

15.5.5.11 The Owner's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Agreement, and Consultant shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

15.5.5.12 The Consultant is ultimately liable to the Owner for those actions of its Subconsultants providing Services on assigned work. It is the Consultant's responsibility to ensure that its Subconsultants are also covered under the required insurance limits. The Consultant may either require its Subconsultants to purchase insurance coverage set forth herein individually or include the Subconsultant under the Consultant's insurance program.

ARTICLE 16-APPROVAL BY FEDERAL AND STATE AGENCIES

The Owner agrees to use its best efforts to obtain approval of this Agreement and any Addenda hereto from Federal and State agencies to the extent required by law or regulation. If the Owner determines that modifications to this Agreement or any Addenda hereto are required to qualify for State or Federal funding for the Consultant's Services, and if the Consultant shall fail to consent to such modifications, or if the Consultant is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, the Owner shall have the right to terminate this Agreement or any such Addenda hereto.

ARTICLE 17 - FEDERAL PROVISIONS

17.1 Civil Rights Act of 1964, Title VI

The Consultant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

17.1.1 Compliance with Regulations. The Consultant shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities and the Acts (identified herein), as they may be amended from time to time, which are herein incorporated in full by reference and made a part of this Agreement.

17.1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities or the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.. The Owner may from time to time adopt additional or amended nondiscrimination provisions concerning the furnishing of Services to the Owner, and the Consultant agrees that it will adopt and be bound by any such requirements as a part of this Agreement.

17.1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

17.1.4 Information and Reports. The Consultant shall provide all information and reports required by the *Nondiscrimination Acts and Authorities,* Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination

Acts and Authorities, Acts, Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

17.1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or b. Cancellation, termination, or suspension of the Agreement, in whole or in part.

17.1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 17.1.1 through

17.1.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the *Nondiscrimination Acts and Authorities,* Acts, the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

17.1.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter in this section referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits
B. discrimination on the basis of race, color, national origin);
C. b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
D. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,(42U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
E. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et* seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
F. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
G. Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
H. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

I. Titles II and Ill of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. $$ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

J. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

K. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

L. k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

   a. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

17.2 General Civil Rights Provision. The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultants and subtier contractors from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

17.3 (a) **Certification Regarding Debarment and Suspension (Non-Procurement) - Title 2 CFR Part 180** & **Title 2 CFR Part 1200.** This Agreement is a "covered transaction" as defined by Title 2 CFR Part 180. The Consultant certifies, by acceptance of this Agreement, that at the time it submitted its proposal, neither it nor its principals were presently debarred or suspended by any Federal department or agency from participation in this transaction. The Consultant further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction".

(b) **Certification Regarding Debarment and Suspension (Non-Procurement) - Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C.** The Consultant by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction" must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant shall accomplish this by (i). Checking the System for Award Management at website:

http://www.sam.gov, (ii). Collecting a certification statement similar to paragraph (a) and (iii) Inserting a clause or condition in the covered transaction with the lower tier contract

(c) If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

17.4 Rights to Inventions

All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this Agreement is executed.

17.5 Lobbying and Influencing Federal Employees

The Consultant certifies by signing and submitting its proposal resulting in this Agreement, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The Consultant shall require that the language of this certification be included in the award documents for all sub• awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section

1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

17.6 Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to the Solicitation and any resultant Contract, the

Offeror:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

17.6.1 RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS -CERTIFICATION (49 C.F.R. § 30.13).

A. Definitions. The definitions pertaining to this provision are those that are set forth in 49 CFR 30.7-30.9.
B. Certification. By signing this solicitation or by the submission of a Proposal, the Proposer certifies that with respect to this solicitation, and any resultant contract, the Proposer-

a. Is not a contractor of a foreign country included on the list of countries that discriminated against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);
b. Has not entered into any contract or subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; and
c. Has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

C. Applicability of 18 U.S.C. 1001. This certification in this solicitation provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
D. Notice. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
E. Restrictions on contract award. No contract will be awarded to an offeror
   a. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
   b. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
   c. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)
F. System. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (b) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
G. Subcontracts. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this solicitation provision, including this paragraph (g), in each solicitation issued under such contract.

17.6.2 RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS (49 C.F.R. § 30.15).

(a) Definitions. The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7-30.9.

(b) General. This clause implements the procurement provisions contained in the Continuing Resolution on the Fiscal Year 1988 Budget, Public Law No. 100--202, and the Airport and Airway Safety and Capacity Expansion Act of 1987, Public Law No. 100-223.

(c) Restrictions. The Contractor shall not knowingly enter into any subcontract under this contract:

(1) with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (U.S.T.R.); or

(2) for the supply of any product for use on the Federal Public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

(d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminates against U.S. firms published by the U.S.T.R. and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., unless the contractor has knowledge that the certification is erroneous.

(e) Erroneous certification. The certification in paragraph (b) of the provision entitled "Restriction on Federal Public Works Projects-Certification," is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may cancel this contract for default at no cost to the Government.

(f) Cancellation. Unless the restrictions of this clause are waived as provided in paragraph (e) of the provision entitled "Restriction on Federal Public Works Projects-Certification," if the Contractor knowingly enters into a subcontract with a subcontractor that is a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., the Contracting Officer may cancel this contract for default, at no cost to the Government.

(g) Subcontracts. The Contractor shall incorporate this clause, without modification, including this paragraph (g) in all solicitations and subcontracts under this contract: Certification Regarding Restrictions on Federal Public Works Projects-Subcontractors

(1) The Offeror/Contractor, by submission of an offer and/or execution of a contract certifies that the Offeror/Contractor is

(i) not an Offeror/Contractor owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (U.S.T.R.) or

(ii) not supplying any product for use on the Federal public works project that is produced or manufactured in a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the U.S.T.R.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(2) The Offeror shall provide immediate written notice to the Contractor if, at any time, the Offerer learns that its certification was erroneous by reason of changed circumstances.

(3) The Contractor shall not knowingly enter into any subcontract under this contract:

(i) with a subcontractor of a foreign country included on the list of countries that discriminate

against U.S. firms published by the U.S.T.R.; or

(ii) for the supply of any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. The contractor may rely upon the certification in paragraph (g)(1) of this clause unless it has knowledge that the certification is erroneous.

(4) Unless the restrictions of this clause have been waived under the contract for the Federal public works project, if a contractor knowingly enters into a subcontract with a subcontractor that is a

subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., the Government Contracting Officer may direct, through higher-tier contractors, cancellation of this contract at no cost to the Government.

(5) Definitions. The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7- 30.9.

(6) The certification in paragraph (g)(1) of this clause is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Government Contracting Officer may direct, through higher-tier Contractors, cancellation of this subcontract at no cost to the Government.

(7) The Contractor agrees to insert this clause, without modification, including this paragraph, in all solicitations and subcontracts under this clause.

17.7 Clean Air and Water Pollution Control

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean

Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 5 1251•

1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Consultant also agrees that it shall at all times comply with all applicable state air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment

in the area surrounding where work under this Agreement will be performed. Consultant must include this requirement in all subcontracts that exceed $150,000.

17.8 Contract Workhours and Safety Standards Act Requirements

This provision applies if the Agreement exceeds $100,000, and the Consultant employs laborers, mechanics, watchmen, or guards. This includes members of survey crews and exploratory drilling operations.

1. Overtime Requirements: No Consultant, Subconsultant, contractor or subcontractor contracting for any part of the Services or contract work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant, Subconsultant, contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Consultant, Subconsultant, contractor or subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages: The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant, Subconsultant, contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such consultant, contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors: The Consultant, Subconsultant, contractor, or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the Consultant, Subconsultant, contractor, or subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any Subconsultant, subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

17.9 Texting When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts which exceed $3,500, and involve driving a motor vehicle in performance of work activities associated with the project.

17.10 Energy Conservation Requirements

Consultant and all Subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et *seq).* Consultant must include the substance of this clause in all sub-tier contracts.

17.11 Equal Opportunity Clause

During the performance of this Agreement, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, **sex,** or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant, subcontractor, or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant, subcontractor, or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

17.12 Standard Federal Equal Employment Opportunity Construction Contract Specifications

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this Agreement resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of

Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other

Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Consultant, or any Subconsultant or subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.

3. If the Consultant is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant, Subconsultant, or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other consultants, subconsultants, contractors, or subcontractors toward a goal in an approved Plan does not excuse any covered consultant's, subconsultant's, contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Consultant during the training period and the Consultant shall have made a commitment to employ the

apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.
c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.
d) Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.
e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.
f) Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
h) Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media,
i) specifically including minority and female news media, and providing written notification to and discussing the Consultant's EEO policy with other contractors and subcontractors with whom the Consultant does or anticipates doing business.
j) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
k) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Consultant's workforce.
l) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
m) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
n) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.
o) Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
p) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
q) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Consultant's EEO policies and affirmative action obligations.

8. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Consultant is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively

participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and Consultant timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally,) the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Consultant shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Consultant shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Consultant fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Consultant shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Consultant shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for

the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

17.13 Federal Fair Labor Standards Act

All contracts and subcontracts that result from this Solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division.

17.14 Prohibition of Segregated Facilities

(a) The Consultant agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Consultant agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Agreement (Sections 17.11 and 17 .12).

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. (c) The Consultant shall include this clause in every subcontract and purchase order that exceeds $10,000.

17.15 Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this Solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Subconsultant's and subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor -- Occupational Safety and Health Administration.

17.16 Procurement of Recovered Materials

Consultant and Subconsultants agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Agreement and to the extent practicable, the Consultant and Subconsultants are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever: a) The Agreement requires procurement of $10,000 or more of a designated item during the fiscal year; or, b) The Consultant has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year. A list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Consultant can demonstrate the item is: a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule; b) Fails to meet reasonable contract performance requirements; or c) Is only available at an unreasonable price.

17.17 Seismic Safety

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

17 .18 Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all Subconsultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

17 .19 Disadvantaged Business Enterprises

Contract Assurance(§ 26.13): The Consultant or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Owner deems appropriate, which may include, but is not limited to:

1) withholding of payment, in an amount reasonably related to the non-compliance issue and for so long as non compliance continues, as determined by the Authority in its sole discretion,

2) assessing sanctions, in an amount reasonably related to a good faith dispute over compliance with DBE, requirements, for example

a) The improper substitution or termination of a subconsultant, without pre-approval by the Authority, may result in 10% deduction in payment due for the work that was improperly terminated or substituted as determined in the Authority's sole discretion.

b) If the Consultant's DBE attainment falls short of the contract commitment, funds equal to the amount necessary to meet the original DBE goal may be withheld, unless the reason for the shortfall was beyond the Consultant's control.

c) The Authority may withhold approval of the sublet work or stop performance of the work if the Consultant has reduced, terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking prior approval by the Authority.

3) liquidated damages, equal to the difference between the amount committed to DBE firms at award of each Addendum and the amount actually paid to DBE firms for work performed or materials supplied under each Addendum, not including any amount for work deleted by the Authority, which shall be paid to the Authority within sixty (60) days of assessment, and/or

4) disqualifying the Consultant on future projects in accordance with the Authority's Debarment of Contractors Policy.

Prompt Payment (§26.29): The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Consultant receives from Owner. The Consultant shall not withhold any retainage from Subconsultants performing Services under this Agreement. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Owner. This clause applies to both DBE and non-DBE Subconsultants. The requirements of 49 CFR Part 26 apply to this Agreement. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this Agreement. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. The requirements of 49 CFR part 26 apply to this Agreement. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this Agreement. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

ARTICLE 18- DBE/MWBE AND LDBNBE POLICY AND PROCEDURE

18.1 It is the policy of the Owner, FDOT, and the FAA on all federally and state funded contracts for Services that disadvantaged business enterprises, as defined in the Owner's Disadvantaged Business Enterprises ("DBE") Participation Policy for professional services and as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of professional services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with Federal funds under this Agreement.

Consequently, the requirements of the Owner's DBE Participation Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's DBE Participation Policy to ensure that DBE firms have the maximum opportunity to compete for and perform contracts.

18.2 It is the policy of the Owner on all non-federally and non-state funded contracts for Services that Minority and Women Business Enterprises ("MWBE") shall have the opportunity to participate in the performance of professional services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with FOOT funds under this Agreement. Consequently, the requirements of the Owner's MWBE Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's MWBE policy to ensure that MWBE firms have the maximum opportunity to compete for and perform on contracts. Prior to being awarded a scope of work, the Consultant shall provide to the Owner either: 1) evidence that the Consultant has contracted with MWBEs to meet the Owner's MWBE goal for the Services, or 2) evidence satisfactory to the Owner that the Consultant has made good faith efforts to reach the Owner's MWBE goal for the Services.

18.3 It is the policy of the Owner on all non-federally and non-state funded contracts for Services that Local Developing Businesses / Veteran Business Enterprise ("LDB/VBE") shall have the opportunity to participate in the performance of professional services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with FOOT funds under this Agreement. The LDBNBE goal is separate and distinct from the MWBE goal set forth in paragraph 18.2 above. Consequently, the requirements of the Owner's LDBNBE Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's LDBNBE policy to ensure that LDBNBE firms have the maximum opportunity to compete for and perform contracts. Prior to being awarded a scope of work, the Consultant shall provide to the Owner either: 1) evidence that the Consultant has contracted with LDBNBEs to meet the Owner's LDBNBE goal for the project, or 2) evidence, satisfactory to the Owner, that the Consultant made good faith efforts to reach the Owner's LDBNBE goal for the Services.

18.4 The Consultant shall not breach any of its obligations with the DBEs, MWBEs or LDBNBEs. In the event the Consultant desires to terminate or replace a DBE, MWBE or LDBNBE, the Consultant shall promptly notify the Owner of the impending termination, the reason for the termination and obtain the Owner's approval prior to proceeding with the termination. Following the termination, the Consultant shall endeavor to replace the terminated DBE, MWBE or LDBNBE with another similar to certified DBE, MWBE or LDBNBE. If the Bidder is unable to utilize another DBE, MWBE or LDBNBE for the performance of that portion of the agreement, the Consultant shall provide the Owner with documentation, in a form satisfactory to the Owner, showing that it is not possible to replace the terminated DBE, MWBE or LDBNBE with another DBE, MWBE or LDBNBE.

18.4 The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 10 business days from the receipt of each payment the Consultant receives from the Owner. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE Subconsultants. Upon

Owner's request, the Consultant shall submit proof of payment to each DBE, MWBE, LDBNBE firm.

18.5 It is the policy of the Owner on all non-federally funded and non-FOOT funded contracts for Services that Local Developing Businesses ("LDBVBE") shall have the opportunity to participate in the performance of professional services contracts awarded by the Owner. The LDBNBE goal is separate and distinct from the MWBE goal set forth in paragraph 18.2 above. Consequently, the requirements of the Owner's LDB/VBE Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's LDBNBE policy to ensure that LDBNBE firms have the maximum opportunity to compete for and perform contracts. Prior to being awarded a scope of work, the Consultant shall provide to the Owner either: 1) written commitment to contracts with LDBNBE certified firms to meet the Owner's LDBNBE goal for the project, or 2) evidence, satisfactory to the Owner, that the Consultant made good faith efforts to reach the Owner's LDB/VBE goal for the Services.

18.6 The Consultant shall not breach any of its obligations with the DBEs, MWBEs or LDBNBEs. In the event the Consultant desires to terminate or replace a DBE, MWBE or LDBNBE, the Consultant shall promptly notify the Owner of the impending termination, the reason for the termination and obtain the Owner's approval prior to proceeding with the termination. Following the termination, the Consultant shall endeavor to replace the terminated DBE, MWBE or LDBNBE with another similar to certified DBE, MWBE or LDBNBE. If the Bidder is unable to utilize another DBE, MWBE or LDBNBE for the performance of that portion of the agreement, the Consultant shall provide the Owner with documentation, in a form satisfactory to the Owner, showing that it is not possible to replace the terminated DBE, MWBE or LDBNBE with another DBE, MWBE or LDBNBE.

ARTICLE 19 -MISCELLANEOUS PROVISIONS

19.1 Government Agencies Which Are Not Parties

Neither the FAA, the TSA nor the FOOT has nor will they incur any obligations to the Consultant under this Agreement.

19.2 Conflict of Interest

Except with the Owner's knowledge and consent, the Consultant and Subconsultants shall not undertake Services which would reasonably appear that such Services could compromise the Consultant's professional judgment or prevent the Consultant from serving the best interests of the Owner.

19.3 Owner Member, Officer or Employee

No member, officer, or employee of the Owner during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Additionally, no member, officer or employee of the Owner shall have any interest, direct or indirect, in any portion of this Agreement or the proceeds thereof in which the FOOT is participating pursuant to a Joint Participation Agreement for a period of one year after the termination of his or her employment or affiliation with the Owner.

19.4 Consultant Assurances

Consultant covenants that it will insert the above provisions 19.2 and 19.3 in each of its subcontracts relating to the Services.

19.5 Headings

The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

19.6 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

19.7 Amendment

This Agreement and said exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No Additional Services shall be performed until such Additional Services are provided for in an Amendment or Addenda and executed by both parties.

19.8 Validity

The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of Florida. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

19.9 Public Entity Crimes and Owner's Debarment List

Pursuant to Section 287.133(2) (a), Florida Statutes, a Consultant who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a Consultant contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Consultant hereby represents that it does not fall within the class of persons identified in the previous sentence such that Consultant would be precluded from entering into this Agreement.

Further, any entity or individual placed on the Owner's Debarment List pursuant to Owner Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, proposal, or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Owner, on behalf of the Owner, or on Owner property, regardless of whether there is a contractual relationship with the Owner. The Owner will disqualify any submission, bid or proposal that includes a person or entity on the Owner's Debarment List. You

may request a copy of the Owner's Debarment List for your review at the following email:debarmentlist@goaa.org.

19.10 No Third-Party Beneficiaries

No person shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement.

19.11 Consultant Contractual Authorization

Consultant represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Consultant is bound, or any judgment, decree or order of any court.

19.12 Whistle Blower Reporting Line

The Owner is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste and abuse. The Owner has established a Whistle• Blower Reporting Line with a third-party service provider as a means to report suspected fraud, waste or abuse of Owner resources in connection with Owner operations. Should Consultant suspect any fraud, waste or abuse in connection with any Work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity by calling 1-877-370-6354, through email to or through the online reporting form at c l .The Consultant shall include this reporting requirement in all subcontracts and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

19.13 Owner's Additional Provisions

The Owner may from time to time adopt additional or amended nondiscrimination provisions concerning the furnishing of Services to the Owner, and the Consultant agrees that it will adopt and be bound by any such requirements as a part of this Agreement.

ARTICLE 20-- SPECIAL PROVISIONS, EXHIBITS AND DOCUMENTS

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A, Related Documents

Exhibit B, Notice of Professional Services (Advertisement)

Exhibit C, Invoice Instructions and Forms

Exhibit D, Owner's Travel Policy

Exhibit E, Insurance Limits

SCRUTINIZED **COMPANY** CERTIFICATIONS

A. (applicable to all agreements, regardless of value) -- Consultant hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes§ 287.135, as amended;

AND

B. (applicable to agreements that may be $1,000,000 or more) - Consultant hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes§ 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287 .135, as amended.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and affixed their corporate seals, effective as of the date set forth above.

The parties hereto have executed this Agreement as of the date first above written.

GCI, Inc.	Town of Eatonville, FL
By: _____	By:
Name: _____	Name:
Title: _____	Title: _____
Date: _____	Date:

SRF Engineering Program Manager Agreement
Exhibit A
Consultant's Compensation

Position Description	Hourly Billable Rate
Sr. Program Director	$ 276.00
Program Director	$ 219.00
Sr. Project Manager	$ 217.00
Project Manager	$ 173.00
Construction Risk & Safety Manager	$ 138.00
Estimator	$ 157.00
Assistant Project Manager	$ 138.00
Sr.Inspector	$ 132.00
Sr. Inspector (Overtime)	$ 157.00
Sr. Project Coordinator	$ 103.00
Project Controls Coordinator	$ 96.00

Consultants' Compensation Rates Increase 3% Annually

HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
JANUARY 21, 2025, AT 07:30 PM
Cover Sheet

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

ITEM TITLE: Mutual Release With UPS Development Company, LLC and The Town of Eatonville **(Administration)**

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		**Department:** ADMINISTRATION / LEGAL
PUBLIC HEARING 1ST / 2ND READING		**Exhibits:** • Mutual Release
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Requesting the Council approve the settlement agreement with UPS Development Company, LLC. and the Town which will close an open litigation claim from 2017.

SUMMARY: The purchase and sale agreement executed between the parties on June 12, 2017, as Amended, for the Sale of Property Formerly Part of the Robert Hungerford Trust (the "PSA"). The Administration and the Town Attorney have been actively engaged in resolving this matter. At this time, the Administration recommends that the Council approve this mutual release agreement. The mutual release is for the amount of $100,000.00 paid by TOWN to UPS, by way of payment to the Burr & Forman Trust Account, to be fully paid within 30 days of the full execution of the signed agreement.

RECOMMENDATION: Authorize the Mayor to sign the settlement agreement with UPS Development Company, LLC, and Town of Eatonville, in the form substantially as provided.

FISCAL & EFFICIENCY DATA: Funds will come from General Reserve Budget Line # 001-101-0102 to Legal Services (other) #001-0514-514-3401.

MUTUAL RELEASE
(Purchase and Sale Agreement Executed Between the Parties on June 12, 2017, as Amended, for the Sale of Property Formerly Part of the Robert Hungerford Trust (the "PSA"))

KNOW ALL MEN BY THESE PRESENTS that UP DEVELOPMENT COMPANY, LLC, a Florida limited liability company, and its respective past, present and future principals, agents, employees, members, partners, representatives, officers, directors, managers, shareholders, parent and affiliated entities, subsidiaries, divisions, joint ventures, predecessors, transferees, successors and assigns ("UP"), and TOWN OF EATONVILLE, ORANGE COUNTY FLORIDA, Florida municipal corporation, and its respective past, present and future employees, representatives, officers, directors, managers, predecessors, transferees, successors and assigns ("TOWN"), (UP and TOWN shall be referred to collectively as the "Parties") respectively, and upon receipt of good and valuable consideration in the amount of $100,000.00 paid by TOWN to UP, by way of payment to the Burr & Forman Trust Account, to be fully paid within 30 days of the full execution of this Agreement, time being of the essence, the Parties do thereafter and by these presents, fully acquit, remise and release and forever discharge each other, including their respective predecessors, successors, assigns, heirs, representatives, attorneys and agents, of and from any and all claims, suits, actions, causes of action, demands, promises, damages, debts, liabilities, losses, costs, attorneys' fees and expenses, whether arising at law or in equity, which any of them may have had, may now have, or may hereafter have against the other(s), whether known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, liquidated or unliquidated, accrued or unaccrued, which were or could have been asserted, now or in the future by reason of any matter, cause, happening, or thing whatsoever arising out of any transactions, payments, payment obligations, agreements or any other matter related to the PSA or the Litigation, defined below. Further, within 10 days of receipt and clearance of payment of

$100,000.00 noted above, UP shall dismiss with prejudice the litigation filed by UP against the TOWN on March 19, 2024, in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County Florida, Case No.: 2024-CA-2369 (the "Litigation").

The execution of this Mutual Release shall not constitute or be deemed to be an admission of any liability on the part of any Party to this Mutual Release. If the Parties must litigate to enforce their rights under this Mutual Release, whether arbitration, mediation, bankruptcy, appellate, civil or administrative, the prevailing party shall recover its attorneys' fees and costs from the non-prevailing party.

WHEREAS, the Mutual Release is SIGNED AND SEALED, this ___ day of January 2025.

UP DEVELOPMENT COMPANY, LLC	**TOWN OF EATONVILLE, ORANGE COUNTY FLORIDA**
By: _____	**By:**_____
Printed Name: _____	**Printed Name:** _____
Title:_____ _	**Title:**_____ **_**
Dated: _____	**Dated:** _____