



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING AGENDA

Tuesday, January 20, 2026, at 7:30 PM

Town Hall - 307 E Kennedy Blvd

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

- I. CALL TO ORDER AND VERIFICATION OF QUORUM
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. APPROVAL OF THE AGENDA
- IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)
- V. PUBLIC HEARING
 - A. Public Input of Resolution 2026-1 – Adopting A Tourism Master Plan (**Councilman Washington**)
- VI. CONSENT AGENDA
 1. Approval of Town Council Meeting Minutes (**Clerk Office**)
 2. Approval of Selection of GAI Consultants for The Sewer System Engineering Plan Preparation (**Public Works**)
 3. Approval of Resolution 2026-5 Approving for a Community Contribution Tax Credit Program - CCTC (**Administration**)
- VII. COUNCIL DISCUSSIONS
 4. **Discussion** of Ordinance 2025-7 Amending Subpart B, “Land Development Code,” Chapter 64, “Zoning,” Article III “Zoning District Regulations,” Chapter 65 “Use Regulations”, Section 65-1 to Permit Duplexes in R- 2 Single Family Residential Zoning Districts (**Councilman Mack**)
 5. **Discussion** of Establishing A Zoning Classification For Building Town Homes Within The Town Of Eatonville. (**Councilman Mack**)
- VIII. COUNCIL DECISIONS
 6. Approval To Freeze the HUD Disaster Recovery - Community Planning & Development Grants (**Councilwoman Randolph**)
 7. Approval of Resolution 2026-1 – Adopting A Tourism Master Plan (**Councilman Washington**)
- 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 20, 2026, AT 7:30 PM
Cover Sheet

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

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

TOWN COUNCIL ACTION:

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

REQUEST: The Town Administration and Community Redevelopment Agency request that the Town Council adopt the **Town of Eatonville Tourism Master Plan (2026–2031)** to establish a comprehensive, policy-driven framework for heritage, cultural, performing arts, and event tourism development within the Town of Eatonville.

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

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

RECOMMENDATION: Approval of **Resolution 2025-01 Adopting the Town of Eatonville Tourism Master Plan (2026–2031)**.

FISCAL & EFFICIENCY DATA: _____ None



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
JANUARY 6, 2026, AT 7:30 PM
Cover Sheet

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

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

TOWN COUNCIL ACTION:

| | | |
|---|-----|--|
| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | | Department: LEGISLATIVE (CLERK OFFICE) Exhibits: <i>**Forthcoming on or before scheduled meeting</i> COUNCIL MEETING MINUTES: |
| PUBLIC HEARING 1ST / 2ND READING | | |
| CONSENT AGENDA | YES | |
| COUNCIL DECISION | | |
| ADMINISTRATIVE | | |

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

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

RECOMMENDATION: Recommend approval of Town Council meeting minutes

FISCAL & EFFICIENCY DATA:N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JANUARY 20, 2026, 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 Selection of GAI Consultants for The Sewer System Engineering Plan Preparation (**Public Works**)

TOWN COUNCIL ACTION:

| | | |
|---|-----|---|
| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | | Department: PUBLIC WORKS |
| PUBLIC HEARING 1ST / 2ND READING | | Exhibits: G <ul style="list-style-type: none"> AI Consultants Scope and Fee |
| CONSENT AGENDA | YES | |
| COUNCIL DECISION | | |
| ADMINISTRATIVE | | |

REQUEST:

Approval of GAI Consultants to contract for Engineering Services

SUMMARY:

Council previously approved the pool of consultants. GAI Consultants was invited to submit a fee and scope proposal for the reconstruction of the sanitary sewer system in Lake Lovely, North Kennedy and Vereen service areas. GAI successfully submitted an acceptable fee and scope of services proposal. Engineering services are fast track and must be completed by May 15, 2026.

RECOMMENDATION:

For Council approval of GAI Consultants to contract for Engineering Services

FISCAL & EFFICIENCY DATA:

Fees are 100% reimbursable by the FDEP SRF Grant.

SCOPE OF SERVICES



January 7, 2026

Project R251521.00

Mofoluso (Mo) Murnane
Program Manager
GCI Inc. On Behalf of The Town of Eatonville
Cell: 407-209-6118
Town of Eatonville Infrastructure Renewal Program

Scope of Work and Fee Proposal – Revision 2
Town of Eatonville – WW 480290 - Wastewater Engineering Services
Lake Lovely, Northeastern, and Vereen Service Areas Wastewater Collection System
Improvements
Eatonville, Florida

Dear Ms. Murnane,

GAI Consultants, Inc. (GAI) is pleased to provide you with this revised proposal for professional services for wastewater engineering supporting the Town of Eatonville's Infrastructure Renewal Program.

The revised Scope of Work includes engineering, design, bidding and construction phase services, and has been developed in accordance with:

- The Scope of Work and Exhibit B Fee Schedule Template provided to GAI on 12/10/2025.
- State Revolving Fund (SRF) requirements, including Davis-Bacon labor compliance, American Iron and Steel (AIS) requirements, environmental compliance components, and Title Certification support.
- The established project schedule and deliverables
- CCNA negotiation standards regarding fairness, competitiveness, and clear documentation of labor, costs, and level of effort.
- Feedback and input from your team and the scope of work refinements discussed during our 12/29/2025 web meeting.
- Additional feedback and input from the Town and your team discussed during our 1/6/2026 web meeting.

GAI understands that the design schedule is of the utmost importance to meet milestones and deadlines established in the FDEP SRF Agreement WW 480290. We are firmly committed to partnering with the Town of Eatonville and the Program Management Team (PMT) to meet all project deadlines. We have initiated our Project Management Plan (PMP) for the WW 480290 projects and assigned five local water engineers/designers to the Eatonville program through

June 2026. Furthermore, our PMP includes two additional civil infrastructure design teams in Orlando and Jacksonville, and one additional water infrastructure design team in Pittsburgh, collectively committed to support the Eatonville program to meet all project milestones.


A detailed description of our scope of services is presented as follows, as does our proposed fee aligned to the requested format and work breakdown structure.

If you have any questions, please feel free to contact me at 321-319-3044 or g.kolb@gaiconsultants.com.

Sincerely,

GAI Consultants, Inc.


Kathleen S. Leo



Digitally signed by Kathleen S. Leo
DN:
E=K.Leo@gaiconsultants.com,
CN=Kathleen S. Leo
Date: 2026.01.07 12:21:55-05'00'

Kathleen Leo, P.E.
Vice President

Gregory David Kolb



Digitally signed by Gregory David Kolb
DN:
E=G.Kolb@gaiconsultants.com,
CN=Gregory David Kolb
Date: 2026.01.07 13:01:52-05'00'

Greg Kolb, P.E.
Engineering Director – Water

Project Understanding

The Town of Eatonville initiated an infrastructure master planning effort for its water and wastewater utilities, which culminated in comprehensive Water and Wastewater Facility Plans which were approved by the Town Council in June 2025. These plans were developed to meet Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) requirements and were used to secure grant funding for water and wastewater infrastructure projects. The Town issued a Request for Qualifications (RFQ # 25-09-003) in September 2025 and followed the Competitive Consultant Negotiation Act (CCNA) requirements to solicit qualifications proposals, evaluate the firms, short list and interview the top scoring firms, and rank the engineering firms for further consideration. GAI was selected as the highest-ranked consultant for the Wastewater Engineering Services pursuant to CCNA, Section 287.055, Florida Statutes.

GAI has been asked to provide wastewater engineering services for the renewal and rehabilitation of the gravity collection systems of the Lake Lovely, Northeastern (Eastern North Kennedy), and Vereen Wastewater Service Areas, as described and quantified in the *WASTEWATER FACILITIES PLAN (WW480290) prepared for the Town of Eatonville dated June 10, 2025*, and shown in **Attachment 1**. Our proposal for professional services for these projects, including fee and schedule, is described below.

Section 1 – General

GAI will furnish all professional engineering, technical analysis, limited design, permitting, coordination, and construction-phase support services required for the three identified wastewater service areas. All work will conform to SRF requirements, Town standards, and all applicable federal, state, and local regulations.

The Town will provide GAI with all available survey data, master planning information, GIS records, and condition assessment documentation.

Section 2 – Project Basis & Existing Information

2.1 GAI will utilize, at a minimum, the following reference documents:

- Wastewater Master Plan
- Wastewater Facilities Plan
- Record drawings
- GIS and asset management datasets

2.2 GAI will review and confirm all design assumptions based on the survey and utility information supplied by the Town.

2.3 GAI will identify gaps or conflicts in existing information and request clarification through the Town's RFI process.

2.4 GAI will utilize Florida Technical Consultants/SBE to augment the GAI team with GIS data analysis and mapping services.

Section 3 – Project Initiation & Coordination

3.1 Project Kickoff

GAI will participate in a kickoff meeting with the Program Management Team (PMT) and Town staff to confirm project objectives, communication protocols, deliverable schedules, and design standards.

3.2 Ongoing Coordination

- Attend regular coordination meetings.
- Integrate all master planning and survey deliverables.
- Identify conflicts and provide recommendations for system rehabilitation, replacement, or lining.
- Coordinate with other utilities and agencies.

Section 4 - Basis of Design

GAI will prepare Basis of Design Reports addressing:

- Existing collection system configuration
- Survey results and condition summaries
- Material condition evaluations and defect assessments summaries
- Hydraulic capacity and system constraints
- Proposed rehabilitation, lining, or replacement strategies
- Pump station considerations
- Bypass requirements
- Environmental, permitting and SRF compliance requirements
- Service laterals, cleanouts, and access provisions for each service connection

For the Lake Lovely and Northeastern Service Areas, the deliverable will be a Rehabilitation Engineering Report [Tasks WW-LL-03 and WW-NE-03].

For the Vereen Service Area, the deliverable will be a Basis of Engineering Design Report [Task WW-VR-01].

Section 5 - Permitting & SRF Compliance

GAI will prepare and submit:

- FDEP permit applications
- Dewatering/NPDES permits/ contractor permitting requirements (if needed)
- SRF environmental compliance documentation
- SRF Title Certification support
- Temporary traffic control plans (if required)
- AIS and Davis-Bacon compliance requirements

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Specifications Development [Tasks WW-LL-04 and WW-NE-04].

For the Vereen Service Area, the services will be provided starting at the 30% Design Package and through Bid Documents and Specifications [Tasks WW-VR-02 to WW-VR-06].

Section 6 - Bid Package Preparation

GAI will prepare one combined bid package with three work zones:

- Zone 1: Lake Lovely Rehabilitation/Replacement
- Zone 2: Northeastern Service Area Rehabilitation/Replacement
- Zone 3: Vereen Full Replacement

GAI will prepare separate packages if directed by the Town. Bid documents will include:

1. Instructions to Bidders
2. Technical Specifications
3. Rehabilitation and replacement quantity take-offs
4. Bid forms
5. Special conditions
6. Construction phasing requirements
7. Detailed pay items

Bid documents will be coordinated with the PMT to ensure consistency with Town procurement requirements and SRF funding requirements.

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Specification Development [Tasks WW-LL-06 and WW-NE-06].

For the Vereen Service Area, the services will be provided under the Bid Documents & Specifications [Task WW-VR-06].

Section 7 - Area-Specific Engineering Requirements

7.1 Lake Lovely Service Area (Rehabilitation/In-Kind Replacement) – TASK WW-LL

GAI will provide the following services:

- Analyze survey reports, GIS datasets, and defined scope items and provide recommendations.
- Prepare a Rehabilitation/Replacement Engineering Report presenting recommended methods and design details.
- Prepare technical specifications for rehabilitation/replacement.
- Prepare minor/limited plan view drawings/maps only if required for phasing, MOT, bypassing or staging.
- Provide cost estimating for the selected rehabilitation/replacement approaches/design
- Provide bid package integration services

It is the Town's intent to rehabilitate/replace components of this collection system in-kind, maintaining the existing horizontal and vertical pipeline alignments, pipe sizes, as well as the horizontal and vertical locations and dimensions of the existing manholes.

The services for this section will be provided under Task WW-LL

7.2 Northeastern Service Area (Rehabilitation/In-Kind Replacement) – TASK WW-NE

GAI will provide the following services:

- Analyze survey reports, GIS datasets, and defined scope items, and provide recommendations
- Prepare a Rehabilitation/Replacement Engineering Report presenting recommended methods and design details.
- Prepare technical specifications for rehabilitation/replacement.
- Prepare minor/limited plan view drawings/maps only if required for phasing, MOT, bypassing or staging.
- Provide cost estimating for the selected rehabilitation/replacement approaches/design
- Provide bid package integration services

It is the Town's intent to rehabilitate/replace components of this collection system in-kind, maintaining the existing horizontal and vertical pipeline alignments, pipe sizes, as well as the horizontal and vertical locations and dimensions of the existing manholes.

The services for this section will be provided under Task WW-NE

7.3 Vereen Service Area (Full Replacement) – TASK WW-VR

GAI will provide full design drawings and bid-ready documents for gravity sewer pipe, manhole, and appurtenance replacement in the Vereen area, including:

1. Plan and profile sheets
2. Erosion control plans
3. Pavement restoration
4. Technical specifications
5. Cost estimates

This is the only area requiring full design.

It is the Town's intent to design a new collection system for this service area, with new gravity sewer pipeline alignments and manhole locations within the travel lanes of the roadways of the neighborhood.

The services for this section will be provided under Task WW-VR

Section 8 - Gravity Sewer Pipe In-Kind Replacement

GAI will provide gravity sewer pipe in-kind replacement bid package development services including but not limited to:

- Develop limited plan view design drawings/maps for gravity sewer replacement using the open-cut replacement method.
- Include new cleanouts at property lines and show all existing and proposed lateral connection locations.
- Match existing pipe sizes, slopes, flow direction, and alignment consistent with provided survey data.

The services for this section will be provided under the Lake Lovely and Northeastern Service Areas Tasks, Tasks WW-LL and WW-NE, respectively.

Section 9 - Lateral & Property Connection Details

GAI will provide design connection details for the private sewer laterals, based on the provided survey, existing lateral invert elevations, and utility records, including:

- Reconnection to the replaced mainline
- Cleanout installation at property line
- Accommodation of varying depths and materials
- Provide a Lateral Reconnection Plan summarizing all points of connection.

The services for this section will be provided under the Lake Lovely, Northeastern, and Vereen Service Areas Tasks, Tasks WW-LL, WW-NE, and WW-VR, respectively.

Section 10 - Manhole Rehabilitation

GAI will prepare design recommendations for manhole repairs, including:

- Structural rehabilitation (coatings, liners, chimney seals)
- Bench and invert reconstruction
- Adjustments to rim elevation (based on supplied survey)
- Inflow and Infiltration (I/I) mitigation improvements

The services for this section will be provided under the Lake Lovely and Northeastern Service Areas Tasks, Tasks WW-LL and WW-NE, respectively.

Section 11 - Hydraulic Analysis

GAI will perform hydraulic modeling including, but not limited to:

- Pipe capacity verifications under peak flow conditions
- Confirm slopes and velocities meet FDEP standards
- Evaluate impacts to downstream facilities or pump stations (if applicable)

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Engineering Report [Tasks WW-LL-03 and WW-NE-03]. For the Vereen Service Area, the services will be provided under the Basis of Engineering Design [Task WW-VR-01].

Section 12 - Coordination With Facilities Plan & Ecological Assessment

GAI will provide the following services:

- Integrate recommendations from the updated Wastewater Facilities Plan.
- Support environmental permitting requirements using information from the preliminary ecological assessment provided by the owner.

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Specifications Development [Tasks WW-LL-04 and WW-NE-04].

For the Vereen Service Area, the services will be provided under the 60% to 100% Design Packages [Task WW-VR-03 thru 05].

Section 13 - BIM (3D Utility Model) Development

GAI will develop a 3D model for all proposed wastewater infrastructure including:

- Pipe alignments, diameters, slopes, and materials
- Manhole locations and elevations
- Lateral connections (based on provided survey and utility records)
- Clearances with existing utilities (based on provided survey and utility records)
- Use BIM for clash detection, coordination, and preparation of construction drawings.
- Provide a BIM model at LOD 300, representing elements, including but not limited to, assemblies, dimensions and locations for coordinated construction.

It is the Towns' intent to develop BIM (3D utility models) for the existing and proposed infrastructure in all three service areas including areas of replacement in-kind, and in areas of new alignments (pipeline)/new component (manhole) locations.

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Engineering Report [Tasks WW-LL-03 and WW-NE-03].

For the Vereen Service Area, the services will be provided under the 60% to 100% Design Packages [Task WW-VR-03 thru 05].

Section 14 - Traffic Control & Construction Coordination

GAI will provide the following services:

- Prepare MOT plans based on FDOT standard index details for all open-cut locations.
- Coordinate with local agencies, utility providers, and jurisdictions to ensure compliance with permitting and construction requirements.
- Develop a conceptual bypass pumping plan to maintain service during construction.

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Engineering Report [Tasks WW-LL-03 and WW-NE-03].

For the Vereen Service Area, the services will be provided under the 60% to 100% Design Packages [Task WW-VR-03 thru 05].

Section 15 - Technical Specifications & Cost Estimation

GAI will provide the following services:

- Prepare detailed technical specifications in accordance with FDEP Chapter 62-604 F.A.C., OSHA standards, and local requirements.
- Provide an Engineer's Opinion of Probable Construction Cost (EOPC), including materials, labor, contingency, and phasing.

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Technical Specifications and Cost Estimating [Tasks WW-LL-04 & 05 and WW-NE-04 & 05].

For the Vereen Service Area, the services will be provided under the Bid Documents & Specifications [Task WW-VR-06].

Section 16 - Pavement and Surface Restoration

GAI will develop restoration details for asphalt, concrete sidewalks, curbs, driveways, and landscaping disturbed by construction activities. The details will specify that the restoration efforts match the existing conditions of the disturbed area, including existing pavement depth, base/sub-base depth, sidewalk and curb geometry, slopes/grades/elevations, and driveway materials of construction (concrete, asphalt, pavers, etc.).

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Engineering Report [Tasks WW-LL-03 and WW-NE-03].

For the Vereen Service Area, the services will be provided under the 60% to 100% Design Packages [Task WW-VR-03 thru 05].

Section 17 - Operations & Maintenance Manual

GAI will prepare a comprehensive O&M manual covering:

- Recommended inspection intervals
- Cleaning procedures
- Rehabilitation materials
- Safety guidance
- Asset maintenance requirements

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Cost Estimate [Tasks WW-LL-05 and WW-NE-05].

For the Vereen Service Area, the services will be provided under the 100% Final Design Package [Task WW-VR- 05].

Section 18 - Construction Packaging Support & Bid Phase Services

GAI will assist the Town and Program Management Team (PMT) in developing a construction packaging strategy for the Wastewater Collection System Improvements. This will include:

- Assessing constructability constraints, permitting considerations, and schedule requirements that may influence packaging decisions.

- Providing recommended bid package boundaries, including:
 - Logical geographic limits
 - Rehabilitation vs. replacement separation
 - Work sequencing constraints
 - Required bypassing or access considerations
- Preparing construction documents in a manner that allows the Town to bid the project as multiple coordinated bid packages
- Ensuring consistency in technical specifications, details, and pay items across packages to support competitive bidding
- Coordinating with the PMT to ensure packaging decisions support the overall SRF schedule and budget requirements.

GAI will support the Town and Program Management Team (PMT) during the bidding phase of the projects, which will include;

- Attendance at the pre-bid meeting
- Responding to bidder questions and development/issuance of bid addenda
- Technical review of submitted bids
- Review bids for compliance with SRF agreement requirements and W/MBE participation goals
- Provide written recommendation of award

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Cost Estimating & Bid Phase Services [Tasks WW-LL-05 and WW-NE-05].

For the Vereen Service Area, the services will be provided under the Bid Documents & Specifications and Bid Phase Services [Task WW-VR-06].

Section 19 - Construction Phase Services

GAI will provide the following services:

- Review of shop drawings and product submittals
- Responses to RFIs
- Field consultation as required
- Review of rehabilitation installation methods
- Review of bypass plans
- Preparation of record drawings using contractor redlines

For all three Service Areas, the services will be provided under a future authorization.

Section 20 - Deliverables

GAI will provide deliverables throughout the life cycle of these projects, to include but not limited to:

- Basis of Engineering Design Report
- Lake Lovely Engineering Rehabilitation/Replacement Summary
- Northeastern Area Engineering Rehabilitation/Replacement Summary

- Vereen Full Replacement Design
- Technical Specifications
- Bid Documents
- Permitting Documentation
- Record Drawings
- 30%, 95%, and 100% (Final) plan sets (Vereen Only)
- Technical specifications
- BIM model files (Existing/as-built conditions for Lake Lovely and Northeastern Areas)
- Hydraulic Analysis and Modeling report
- EOPC (Initial and Final)
- O&M Manual

Town Furnished Information

It is understood that GAI will perform services under the sole direction of the Town and its Program Manager. In the performance of these services, GAI will communicate its efforts with those of other project team members, the Town's design team, and other consultants, as required. The Town shall provide GAI with project-related technical data as required to complete the proposed task. GAI will rely upon the accuracy and completeness of Town-furnished information in connection with the performance of services under this Agreement.

- Boundary and Topographic Survey provided by the Town's Surveyor.
- Geographical Information System (GIS) database of all available infrastructure and other data sets will be provided by the Town's Consultant.
- Condition Assessment Reports and database files will be provided by the Town's Consultant.
- Geotechnical Report will be provided by the Town's Geotechnical Engineer.
- Utility Test Holes/SUE reports will be provided by Town's Consultant.
- Traffic Studies provided by Town's Consultant.
- Wetlands or Threatened and Endangered species will be provided by Town's Environmental Consultants.

Services Not Included

The following services are not included in this Agreement at this time:

- Construction Phase Services, as described in Section 19, above.
- Earthwork analysis
- Ecological and Environmental Services
- Structural Design
- Traffic Studies
- Geotechnical Investigation
- Survey Services
- Additional Utility test holes/SUE Field Services
- Stormwater/Drainage Design

- FEMA Permitting

Should work be required in these areas, or areas not previously described, GAI will prepare a proposal or amendment, at the Town's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

Additional Services

GAI will provide Additional Services upon written requests from the Town. The scope and fee required for these services will be identified, negotiated, and supplemental agreement executed prior to the initiation of the professional service. Any services not specifically provided for in the above scope will be considered additional services. Additional services may be proposed by GAI and authorized by Town with an e-mail only and not require signature of Town.

Payment

GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with the GAI Standard Terms and Conditions for Professional Services, attached hereto as **Exhibit A**.

Reimbursable Expenses

In addition to the labor compensation, GAI shall be reimbursed for expenditures made specifically for the project such as printing and reprographics; application/filing fees; travel, postage, and courier service charges; purchase of maps and similar documents. A subconsultant allowance has been established as shown in **Exhibit B** for additional utility test holes/Subsurface Utility Engineering (SUE) services to be performed by L&S Diversified (W/MBE). All reimbursable direct expenses including subconsultant invoices will be billed at cost.

Compensation

Compensation for services rendered by GAI will be in accordance with the fee schedule attached hereto as **Exhibit B**. GAI proposes to complete Tasks WW—LL Lovely Lake, WW-NE Northeast, and WW-VR Vereen on a lump sum basis, and Task CA – Hourly Tasks as not to exceed as provided in Table 1 (Fee Schedule) without prior Town approval. Tasks shown as hourly with an estimated fee will be invoiced at the agreed-to and itemized hourly billing rates in effect at the time the work is performed. Modifications in scope and or schedule may cause a re-evaluation of the fees. The total estimated cost of GAI's services under this Proposal is provided in Table 1. Table 1 items may be authorized via email. Budget monies may be re-allocated among tasks with similar compensation basis at the discretion of GAI, however the overall proposal value may not be exceeded without prior authorization by the Town.

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and project deliverable within a time frame mutually agreed upon by the Town and GAI, as shown in **Exhibit C**, subject to excused delay caused by factors beyond GAI's reasonable control. Completion of the Construction-Phase Services will be dependent on the schedule agreed to by the Owner and the Contractor(s)

selected to execute the work. The schedule is also subject to the timely delivery of information promised by the Town and is exclusive of the Town and local review of interim products. If the Town requests that work under this Agreement be stopped for more than 60 days, the schedule is subject to renegotiation when written authorization to proceed is received.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) or other lands upon which GAI is to conduct any fieldwork will be available to GAI personnel in a timely manner.
2. Town has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
3. Town has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; survey information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
4. Town will give GAI prompt notice whenever it observes or otherwise becomes aware of any items that affects the scope or timing of GAI's performance.
5. Town will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
6. Any of Town's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
7. GAI's support of title certification will be limited to technical information relating to wastewater infrastructure improvements, and not involve legal descriptions, surveying, easement acquisition, or other property related services.
8. For areas involving in-kind replacement of gravity sewer pipes, GAI will provide limited plan view drawings/maps indicating new gravity sewer pipe segments to be installed to match the existing gravity pipe size and upstream and downstream manhole invert elevations. Should it be determined that vertical adjustments are needed to the existing gravity sewer system requiring detailed pipeline profile drawings, GAI will submit an amendment to this scope of services for additional services.
9. The design of adjustments to or modifications/replacements of any other existing underground utility infrastructure including water mains and stormwater drainage/conveyance systems is not included in this scope of services.
10. The fee schedule has been developed based on the understanding that the engineering services and bid package development efforts will proceed for all three

- project areas at the same time, and that common tasks such as monthly SRF reporting, progress meetings, etc., will be provided for the three projects concurrently.
11. Design reviews by the Town / Program Management Team (PMT) and review comment adjudication by GAI at each schedule milestone are binding. Changes to adjudicated deliverables, including changes to the project limits shown in Attachment 1, will be considered additional services.
 12. For the Vereen Service Area, no bypass pumping plans or drawings will be developed, as the new gravity collection system will be constructed in parallel/ adjacent to the existing system.
 13. For the Vereen Service Area, the 60% deliverable has been deleted as discussed during the 1/6/2026 web meeting.
 14. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

EXHIBIT A

GAI Standard Terms and Conditions for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
 - C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
 - D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
 - E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
 - F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
 - G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
 - H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
 7. Document Ownership, and Reuse
 - A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
 - C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
 - D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 9. Insurance
 - A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
 Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
 - B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
 - C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
 - D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
 10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
 11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
 12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
 13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
 14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

EXHIBIT B

Fee Schedule

Town of Eatonville - Wastewater Engineering Services
Exhibit B - Fee Schedule

GAI Consultants - January 7, 2026

3. Labor Categories & Hourly Rates

| Labor Category* | Role Description | Hourly Rate** (\$) |
|--|---|--------------------|
| Project Manager | Overall program coordination | \$ 304.60 |
| Senior Civil/Utilities Engineer | Rehab & replacement lead | \$ 238.42 |
| Wastewater Collections Engineer | Condition analysis | \$ 174.24 |
| CIPP / Rehab Specialist | Lining & rehab expertise | \$ 232.12 |
| CAD Technician | Construction drawings | \$ 152.38 |
| GIS Technician | System mapping | \$ 159.92 |
| Construction Services Engineer | CA support | \$ 262.98 |
| Administrative Support/ Field Technician | Document control & construction observation | \$ 106.76 |

*Should Program staffing needs change in the future, additional labor categories and rates may be negotiated and added to this schedule.
**Rates are valid through 12/31/2026, and may be escalated in subsequent years by negotiation in accordance with CCNA provisions.

| 4. Lump Sum – Area-Based Engineering Tasks | | |
|--|-----------|----------------|
| A. Lake Lovely – Rehab Engineering | | |
| Task | Fee (\$) | |
| Task WW-LL-01 – Condition Review C Data Integration | \$ | 14,967 |
| Task WW-LL-02 – Rehab Alternatives Analysis | \$ | 16,721 |
| Task WW-LL-03 – Rehab Engineering Report | \$ | 50,362 |
| Task WW-LL-04 – Rehab Specifications Development | \$ | 19,508 |
| Task WW-LL-05 – Cost Estimating & Bid Phase Services | \$ | 24,185 |
| TOTAL – Lake Lovely | \$ | 125,744 |

| B. Northeastern Service Area – Rehab Engineering | | |
|--|-----------|----------------|
| Task | Fee (\$) | |
| Task WW-NE-01 – Condition Review & Data Integration | \$ | 15,699 |
| Task WW-NE-02 – Rehab Alternatives Analysis | \$ | 21,382 |
| Task WW-NE-03 – Rehab Engineering Report | \$ | 73,966 |
| Task WW-NE-04 – Rehab Specifications Development | \$ | 24,983 |
| Task WW-NE-05 – Cost Estimating & Bid Phase Services | \$ | 24,185 |
| TOTAL – Northeastern Area | \$ | 160,215 |

Town of Eatonville - Wastewater Engineering Services
Exhibit B - Fee Schedule

GAI Consultants - January 7, 2026

| C. Vereen – Full Replacement Design | | |
|--|-----------|-----------------|
| Task | | Fee (\$) |
| Task WW-VR-01 – Basis of Engineering Design | \$ | 26,345 |
| Task WW-VR-02 – 30% Design Package | \$ | 26,405 |
| Task WW-VR-03 – 60% Design Package | \$ | - |
| Task WW-VR-04 – 95% Design Package | \$ | 44,644 |
| Task WW-VR-05 – 100% Final Design Package | \$ | 33,770 |
| Task WW-VR-06 – Bid Documents, Specifications and Bid Phase Services | \$ | 33,758 |
| TOTAL – Vereen Replacement | \$ | 164,922 |

| 6. Allowed Reimbursable Expenses | | | |
|--|--|-----------|---------------|
| Category | Conditions | | |
| Permit Fees | Direct pass-through only | \$ | 3,000 |
| Printing/Plotting | Only if formally requested | \$ | 4,200 |
| Mileage | As per Town travel policy | \$ | 3,800 |
| Deliveries/Couriers | Only if required for bid/permitting submittals | \$ | 500 |
| Additional Utility Test Holes/SUE by L&S Diversified/ WMBE Subconsultant Allowance | Only if formally requested, unit cost/NTE basis for additional test holes identified | \$ | 10,000 |
| TOTAL Reimbursables (Estimated) | | \$ | 21,500 |

| 7. Fee Summary | | |
|------------------------------------|-----------|--------------------|
| Category | | Amount (\$) |
| Lake Lovely – Rehab Lump Sum | \$ | 125,744 |
| Northeastern – Rehab Lump Sum | \$ | 160,215 |
| Vereen – Replacement Lump Sum | \$ | 164,922 |
| Reimbursables (Estimated) | \$ | 21,500 |
| GRAND TOTAL (Not-to-Exceed) | \$ | 472,382 |

EXHIBIT C

Town of Eatonville Project Schedule



Town of Eatonville

Waste Water Engineering Services

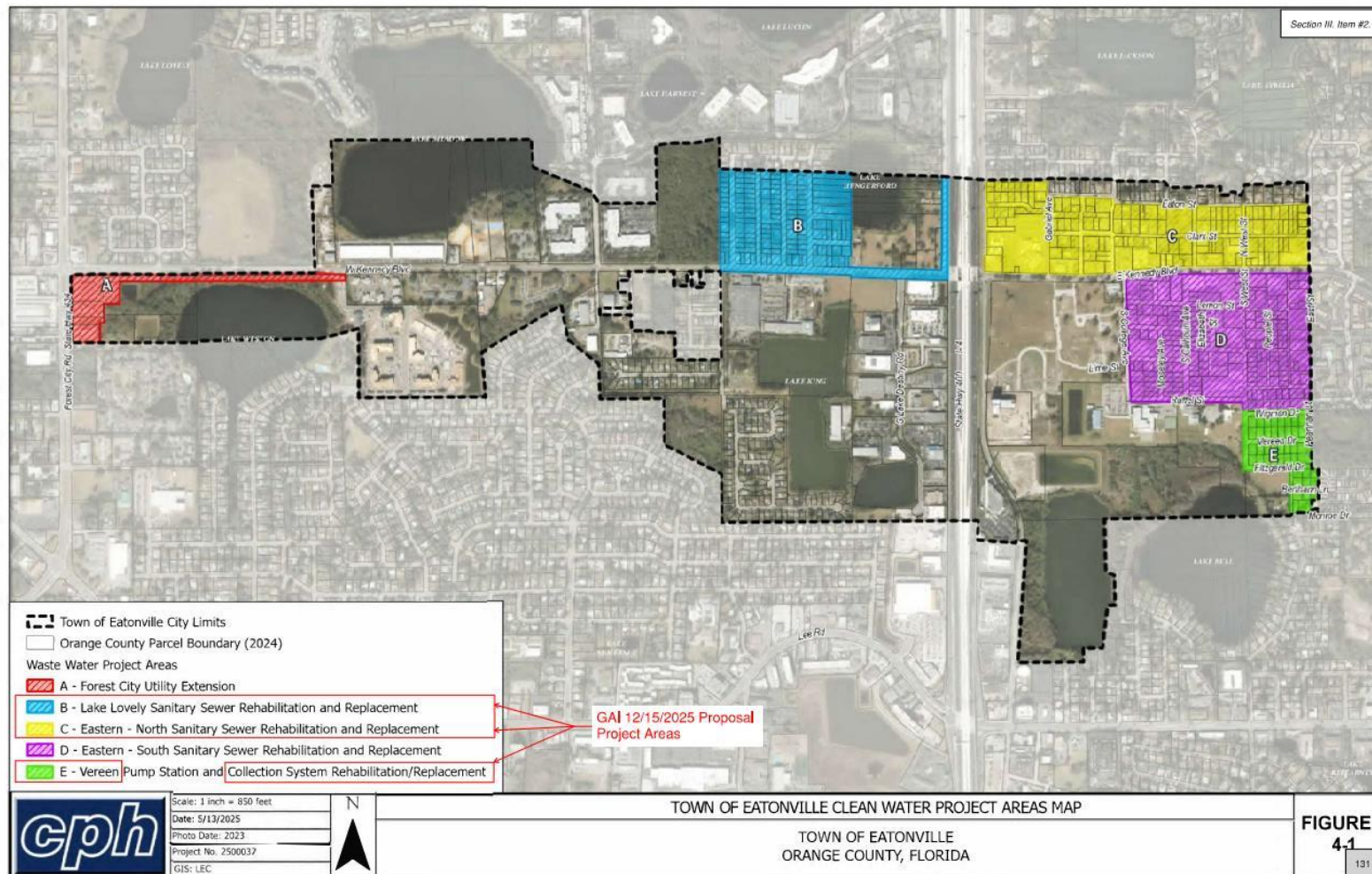
Baseline Schedule

| Task Name | Duration | Start | Finish |
|---|----------|-------------|-------------|
| 30% Design Documents - Schematic Design | 21 days | Mon 1/19/26 | Mon 2/16/26 |
| Design Review | 2 days | Tue 2/17/26 | Wed 2/18/26 |
| 60% Design Documents - Design Development | 27 days | Thu 2/19/26 | Fri 3/27/26 |
| Design Review | 2 days | Mon 3/30/26 | Tue 3/31/26 |
| 95% Design Documents - Permitting & Environmental Compliance Approvals | 15 days | Wed 4/1/26 | Tue 4/21/26 |
| Design Review | 2 days | Wed 4/22/26 | Thu 4/23/26 |
| 100% Design - Final Design Package Submission & Pre-Construction Planning | 14 days | Fri 4/24/26 | Wed 5/13/26 |
| Title Certification Process | 65 days | Tue 2/17/26 | Mon 5/18/26 |
| FDEP Review and Approval Process | 40 days | Wed 5/20/26 | Tue 7/14/26 |
| FDEP Approval Received | 0 days | Tue 7/14/26 | Tue 7/14/26 |

TOWN HALL • 307 E. KENNEDY BOULEVARD •
EATONVILLE, FLORIDA 32751
PHONE (407) 623-8900 • FAX (407) 623-8919

ATTACHMENT 1

Town of Eatonville Wastewater Project Areas Map





HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JANUARY 20, 2026, 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 2026-5 Approving for a Community Contribution Tax Credit Program (CCTC) (**Administration**)

TOWN COUNCIL ACTION:

| | | |
|---|-----|--|
| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | | Department: ADMINISTRATION |
| PUBLIC HEARING 1ST / 2ND READING | | Exhibits: <ul style="list-style-type: none"> Resolution 2026-5 |
| CONSENT AGENDA | YES | |
| COUNCIL DECISION | | |
| ADMINISTRATIVE | | |

REQUEST: Request for the town council to approve of Resolution 2026-5 Approving for a Community Contribution Tax Credit Program (CCTC)

SUMMARY:

Community Contribution Tax Credit Program (CCTC) will Unlock New Funding Through Public Private Partnerships in the Town of Eatonville. The Town of Eatonville, recognized as the town that freedom built and celebrated as the oldest incorporated African American municipality in the United States, is strategically positioned to benefit from the Community Contribution Tax Credit Program (CCTC). Administered by the Florida Department of Commerce, this state-authorized initiative enables the Town of Eatonville to develop meaningful public private partnerships that support mission-driven projects, strengthen economic opportunity, and uplift the community. Established by the Florida Legislature in 1980 under Section 212.08, Florida Statutes, the CCTC allows private businesses to receive a tax refund or credit for a qualified charitable donation to an approved sponsor, such as the Town of Eatonville, based on the amount of sales tax the business has remitted to the State of Florida over the prior 12 months. While sales tax is a pass-through obligation and doesn't directly affect a business's bottom line, the CCTC provides a financially efficient mechanism for corporate donors to support community-based initiatives without impacting pricing models or core operations.

RECOMMENDATION: Recommend quest for the town council to approve of Resolution 2026-5 Approving for a Community Contribution Tax Credit Program (CCTC)

FISCAL & EFFICIENCY DATA: N/A

A RESOLUTION OF THE TOWN OF EATONVILLE, FLORIDA, EXPRESSING SUPPORT FOR THE COMMUNITY CONTRIBUTION TAX CREDIT PROGRAM (CCTC) AUTHORIZED UNDER SECTION 212.08(5)(p), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 220.183, Florida Statutes, provides for a Community Contribution Credit Program (“CCTC Program”) to encourage donations to community development programs in low-income communities by providing contributions with a 50% credit against any state tax due for a taxable year; and

WHEREAS, any project for which a business seeks a tax credit must be undertaken by an “eligible sponsor,” which includes nonprofit, community-based organizations whose mission is the provision of housing for low-income or very low-income households; and

WHEREAS, all projects must first be approved by application to the State of Florida Department of Commerce; and

WHEREAS, the application for any project must include a resolution from the local government where the proposed project is to be located, certifying that the project is consistent with local plans and regulations; and

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

SECTION ONE: SUPPORT: The Town Council hereby expresses its support for the Community Contribution Tax Credit Program authorized under Florida Statute Section 212.08(5)(p).

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

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

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

PASSED AND ADOPTED this 20TH day of January 2026.

ATTEST:

Angie Gardner, Mayor

Veronica King, Town Clerk



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JANUARY 20, 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:

Discussion of an Ordinance Amending Subpart B, “Land Development Code,” Chapter 64, “Zoning,” Article III “Zoning District Regulations,” Chapter 65 “Use Regulations” , Section 65-1 to Permit Duplexes in R- 2 Single Family Residential Zoning Districts (**Planning**)

TOWN COUNCIL ACTION:

| | | |
|---|-----|--|
| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | | Department: PLANNING DEPARTMENT |
| PUBLIC HEARING 1ST / 2ND READING | YES | Exhibits: <ul style="list-style-type: none"> • Staff Report • Previous Drafted Ordinance • Business Impact Statement |
| CONSENT AGENDA | | |
| COUNCIL DECISION | | |
| ADMINISTRATIVE | | |

REQUEST: Request that the Town Council discuss an Ordinance (Previously 2025-7)

SUMMARY:

The planning department has been reviewing the Land Development Code and has determined that there is a need to revise R-2 zoning district to permit Duplex’s as of right or a conditional use. A Ordinance is being presented to the town council for approval of first reading Amending the Town’s Land Development Regulations to permit Duplex’s in R-2 Zoning district as provided in a previous Ordinance (2025-7).

This Ordinance did not pass the first reading during the December 2, 2025 public hearing.

RECOMMENDATION: - Recommending that the Town Council discuss amending the Town’s Land Development Regulations to permit Duplex’s in R-2 Zoning district as provided previously in an Ordinance (2025-7).

FISCAL & EFFICIENCY DATA: N/A



**TOWN OF EATONVILLE
TOWN COUNCIL BOARD**

Zoning Revisions

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

BACKGROUND:

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

ISSUE:

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

ANALYSIS:

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

ORDINANCE NO. 2025- 7

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

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

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

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

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

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

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

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

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

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

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

SUBPART B – LAND DEVELOPMENT CODE

CHAPTER 64 – ZONING

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

Sec. 64-110. Purpose and intent.

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

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

Sec. 64-418. Established.

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

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

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

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

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

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

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

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

Chapter 65- Use Regulations

Table 65-1(c): Principal Uses

P = permitted use

SE = allowed use with approval of special exception

Blank cell = use is prohibited

NP = not permitted (DT HIST)

| Use Category | Use Type | Residential Districts | | | Non-Residential Districts | | | | Overlays | | Use-Specific Standards |
|-----------------------|----------------------------------|-----------------------|-----|-----|---------------------------|-----|-----|-----|-----------|--------------|------------------------|
| | | R-1 | R-2 | R-3 | C-1 | C-2 | C-3 | I-1 | HD/MX/OFF | DT HIST CULT | |
| Residential | | | | | | | | | | | |
| Household Living Uses | Dwelling, single-family detached | P | P | | | | | | P (1) | | |
| | Dwelling, townhouse | | | P | | | | | | | |

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

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

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

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

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

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

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

Attest:

TOWN OF EATONVILLE

Veronica King, Town Clerk

Angie Gardner, Mayor

EXHIBIT C:

Business Impact Estimate

Proposed ordinance's title/reference:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JANUARY 20, 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: **Discussion** and To Consider Establishing A Zoning Classification For Building Town Homes Within The Town Of Eatonville. (**Councilman Mack**)

TOWN COUNCIL ACTION:

| | | |
|---|-----|--|
| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | | Department: COUNCILMAN MACK |
| PUBLIC HEARING 1ST / 2ND READING | | Exhibits: <ul style="list-style-type: none"> Email |
| CONSENT AGENDA | | |
| COUNCIL DISCUSSION | YES | |
| ADMINISTRATIVE | | |

REQUEST: Request that the Town Council discuss and consider establishing a zoning classification for building town homes within the Town of Eatonville.

SUMMARY:

A request was made for a zoning classification that will allow for town homes to be built. A business developer (Classic Homes Development Inc.) reached out indicating that he was told that a zoning classification would be designated by the end of 2024. After date passed, representative was told by the formal administrator that it would be completed no later than April of 2025. The developer has expressed concerns that the town will not address this critical housing zoning classification; especially since the town has received federal funding to build town homes over two years ago. It is believed that this process would not take more than a couple of months to complete.

It is requested that the town address this matter. The developer wants to know what to do with a parcel of land purchased in 2024.

RECOMMENDATION: - Recommending that the Town Council discuss and consider establishing a zoning classification for building town homes within the Town of Eatonville.

FISCAL & EFFICIENCY DATA: N/A



Veronica King <vking@townofeatonville.org>

Re: Town home zoning designation

Tarus Mack <tmack@townofeatonville.org>

Thu, Jan 8, 2026 at 9:42 AM

To: Anthony Grant <classichomesdevelopmentinc@gmail.com>

Cc: Marlin Daniels <mdaniels@townofeatonville.org>, Tara Salmieri <tara@planactivestudio.com>, Veronica King <vking@townofeatonville.org>

Good morning, I'm in hopes that this matter gets resolved sooner than later. We've been waiting for a response regarding this issue for a while now. It's been since I've been in office that we've been dealing with this particular matter. I'm requesting that we put this on the agenda for our next council meeting please. If, you have any questions or concerns please feel free to contact me at +13216934498 have a blessed day...

Sincerely,
Tarus Mack
Councilman
Town of Eatonville

On Jan 8, 2026, at 9:09 AM, Anthony Grant <classichomesdevelopmentinc@gmail.com> wrote:

I wrote to the Town in August of 2024 requesting to know what zoning classification can TownHomes be built in? I was told several times that a zoning classification would be designated by the end of 2024. After that date passed I was told again by the formal administrator that it would be completed no later than April of 2025. As a developer it's troubling that the Town won't address this critical housing zoning classification especially since the Town received federal funding to build Town Homes over two years ago. I don't believe that this process would take more than a couple of months to complete. I really would appreciate if the Town would address this issue from a developer standpoint so I would know what to do with a parcel of land I purchased in 2024.

I look forward to your response.

On Mon, Dec 15, 2025 at 9:04 AM Anthony Grant <classichomesdevelopmentinc@gmail.com> wrote:

Begin forwarded message:

From: Anthony Grant <classichomesdevelopmentinc@gmail.com>
Date: December 11, 2025 at 10:33:27 AM EST
To: Marlin Daniels <mdaniels@townofeatonville.org>
Subject: Fwd: Town home zoning designation

Good morning as you know, I've been attempting to get some clarification or a designation for townhomes from the town of Eatonville for almost 18 months now.

Would you please advise a timeframe when this issue will be addressed or resolved by the town council. Your planner Tara has been exceptional. She is just waiting for some direction from the administration. Please advise the status as soon as possible thank you.

From: Anthony Grant <classichomesdevelopmentinc@gmail.com>
Date: December 10, 2024 at 7:38:38 PM EST
To: Senswella's Mincey <senswellamincey@gmail.com>

Subject: Fwd: Town home zoning designation

Section VII. Item #5.

look at the dates

----- Forwarded message -----

From: **Anthony Grant** <classicshomesdevelopmentinc@gmail.com>
Date: Wed, Oct 16, 2024 at 9:32 AM
Subject: Fwd: Town home zoning designation
To: Rachquel Gipson <rtgipson@outlook.com>, Althea Montgomery <theamon64@gmail.com>

Forwarded Conversation**Subject: Town home zoning designation**

From: **Anthony Grant** <classicshomesdevelopmentinc@gmail.com>
Date: Mon, Sep 23, 2024 at 8:02 AM
To: Angie Gardner <agardner@townofeatonville.org>
Cc: <tmack@townofeatonville.org>, twashington@townofeatonville.org <twashington@townofeatonville.org>, rdaniels@townofeatonville.org <rdaniels@townofeatonville.org>, Wanda Randolph <wrandolph@townofeatonville.org>, Valerie Mundy <vmundy@townofeatonville.org>, kgibson@townofeatonville.org <kgibson@townofeatonville.org>, Demetris Pressley <dpressley@townofeatonville.org>

I recently purchased a parcel here in Eatonville at [335 Lime st](#). My goal is to built a minimum of 18 single family market rate town homes on this parcel. I spoke with Mr. Pressley back in January regarding a zoning designation for town homes in Eatonville. As you know presently there are no zoning categories that would allow the construction of town homes in Eatonville. I was assured by Mr. Pressley that the town would have a recommended town home zoning classification ordinance by June of 2024 which has passed.

I know that the Town recently was awarded federal funding to construct affordable town homes in the community. I was hopeful that a zoning classification would have been identified and approved by now. If it is the Town Councils desire to build town homes can you tell me when a zoning ordinance will be considered? If not then I need to move forward with building single family homes on this parcel.

Since the Town received a grant for the construction of affordable town homes several months ago. I would have thought a zoning designation would have been considered already. This process should take no longer than six months to approve. I've asked myself if the Town received federal funding then why haven't the Town taken the necessary steps like zoning to utilize the grant funds, unless it's your desire to reject the funding from HUD.

I hope the later is not the case Eatonville residents could greatly benefit from a project funding affordable housing.

Below is a rendering of the type of market rate town homes I would like to build in Eatonville.

Again can you advise if and when the Town Council will be considering an ordinance that will designate the zoning for town home construction?

If you have any question please contact me.

From: **Demetris Pressley** <dpressley@townofeatonville.org>
Date: Mon, Sep 23, 2024 at 6:40 PM
To: Anthony Grant <classichomesdevelopmentinc@gmail.com>, Tara Salmieri <tara@planactivestudio.com>
Cc: Valerie Mundy <vmundy@townofeatonville.org>, kgibson@townofeatonville.org <kgibson@townofeatonville.org>

Mr. Grant,

Thank you for your email and for bringing these important matters for the Town to consider and review.

Per an ongoing conversation with Mr. Grant and the Town Planner there may be little confusion surrounding townhomes and the complexities involved in zoning and land use regulations. Let's try to clarify the following points: [Per a conversation with Tara Salameri (Town Planner)]

⇒ **Zoning and Land Use Restrictions:** While R-3 zoning allows for townhomes, the R-1 and R-2 zones do not. The density requirements for townhomes are typically higher than those permitted under R-1 and R-2. The Residential High (RH) land use category, which allows up to 17 units per acre, is currently the only option for townhome development in Eatonville.

The dimensional table for R-3 zoning may need to be updated to ensure that minimum lot sizes are compatible with townhome development. A typical townhouse lot width is often around 20-25 feet.

Per our discussion staff is aware of your plans to develop single-family market-rate townhomes on your parcel at 335 Lime St.

Regarding the zoning ordinance for townhomes, I want to assure you that the Town is committed to creating a beneficial process for development while considering the needs and desires of our residents. While initially I did place a specific timeline due to staff workload and complexity of the process dealing with Zoning, Land Use, Impact Fees, and Live Local items; I cannot be provided a direct timeline at this moment, we are actively working on addressing zoning and land use issues related to townhome development. In the meantime, I am more than happy to sit down with you and Town Planner – Tara Salameri, to give this a more realistic time with an understanding of all the additional parameters involved.

Please rest assured that the Town is taking the necessary steps to maximize this opportunity for affordable townhomes.

The process of approving zoning ordinances has exceeded the previous time frame, but we are working diligently on this process.

The rendering you provided offers valuable insight into your vision for the project. We appreciate your commitment to building quality projects in Eatonville.

--

D. C. Pressley, CSM
Chief Administrative Officer

From: **Anthony Grant** <classichomesdevelopmentinc@gmail.com>
Date: Tue, Sep 24, 2024 at 2:18 PM
To: Demetris Pressley <dpressley@townofeatonville.org>
Cc: Tara Salmieri <tara@planactivestudio.com>, Valerie Mundy <vmundy@townofeatonville.org>, <kgibson@townofeatonville.org>, Wanda Randolph <wrandolph@townofeatonville.org>, <tmack@townofeatonville.org>, <rdaniels@townofeatonville.org>, <rdaniels@townofeatonville.org>, Angie Gardner <agardner@townofeatonville.org>, <twashington@townofeatonville.org>, <twashington@townofeatonville.org>

So basically there was never a process started to designate an area zoning classification for townhomes?

Sent from my iPhone

On Sep 23, 2024, at 6:40 PM, Demetris Pressley <dpressley@townofeatonville.org> wrote:

From: **Anthony Grant** <classichomesdevelopmentinc@gmail.com>
Date: Tue, Sep 24, 2024 at 2:21 PM
To: <kgibson@townofeatonville.org> <kgibson@townofeatonville.org>

Sent from my iPhone

Begin forwarded message:

From: Anthony Grant <classichomesdevelopmentinc@gmail.com>
Date: September 24, 2024 at 2:18:41 PM EDT
To: Demetris Pressley <dpressley@townofeatonville.org>
Cc: Tara Salmieri <tara@planactivestudio.com>, Valerie Mundy <vmundy@townofeatonville.org>, <kgibson@townofeatonville.org>, Wanda Randolph <wrandolph@townofeatonville.org>, <tmack@townofeatonville.org>, <rdaniels@townofeatonville.org>, Angie Gardner <agardner@townofeatonville.org>, <twashington@townofeatonville.org>
Subject: Re: Town home zoning designation

So basically there was never a process started to designate an area zoning classification for townhomes?

From: **Anthony Grant** <classichomesdevelopmentinc@gmail.com>
Date: Tue, Sep 24, 2024 at 3:18 PM
To: Demetris Pressley <dpressley@townofeatonville.org>
Cc: Tara Salmieri <tara@planactivestudio.com>, Valerie Mundy <vmundy@townofeatonville.org>, <kgibson@townofeatonville.org>, <kgibson@townofeatonville.org>

Mr. Pressley I think it would be in the best interest of development to request a zoning change from R-2 to R-3. Can you provide what steps I need to take to seek rezoning for this parcel?

From: **Tara Salmieri** <tara@planactivestudio.com>
Date: Tue, Sep 24, 2024 at 5:57 PM
To: Anthony Grant <classichomesdevelopmentinc@gmail.com>, Demetris Pressley <dpressley@townofeatonville.org>
Cc: Valerie Mundy <vmundy@townofeatonville.org>, kgibson@townofeatonville.org <kgibson@townofeatonville.org>

Mr. Grant,

Thank you for the conversation today and allowing me to fully understand the request. In my opinion, the best path forward for your particular request on 335 Lime street is as follows:

1. Small Scale Land use amendment from RMD (Residential medium density) 8 units an acre to RHD (Residential High Density) 17 units an acre
2. Rezone from RS-2 to RS-3
3. You can submit one application and do a concurrent application for a land use amendment and a rezone.
 - a. Planning Board meeting (1)
 - b. City Council Meeting (1) - small scale amendment (30 day waiting period for any appeals) and first reading of the rezoning
 - c. City council meeting (2), at least 31 days later, the second reading of the rezone can be done (if no one appeals)

I believe, the overall time frame would be 3-4 months (depending on when items are submitted and the next planning board meeting). The town has an electronic version of the Unified Application that I can get for you vs the hard copy you typically use. Unless you prefer the hard copy. The application, please check off "rezoning" an "comprehensive plan amendment".

Please note that staff can only provide the pathway, review the application an provide a staff report for the recommending body (planning board) and the city council (decision makers) will be leading the effort. The schedule may change if either the PB or City Commission wants additional information and tables the item. I know you have a ton of experience working for an with the town and know all of this, it just my standard caution to all applicants when a timeline is requested.

If you have any additional questions, please don't hesitate to call me at 407-454-1291 or email.

Thank you again for your time.

Section VII. Item #5.

Tara Salmieri, AICP

PlanActive Studio

Phone 407.454.1291

From: Anthony Grant <classichomesdevelopmentinc@gmail.com>
Date: Tuesday, September 24, 2024 at 3:18 PM
To: Demetris Pressley <dpressley@townofeatonville.org>
Cc: Tara Salmieri <tara@planactivestudio.com>, Valerie Mundy <vmundy@townofeatonville.org>, kgibson@townofeatonville.org
<kgibson@townofeatonville.org>
Subject: Re: Town home zoning designation

From: **Anthony Grant** <classichomesdevelopmentinc@gmail.com>
Date: Tue, Oct 15, 2024 at 2:16 PM
To: Tara Salmieri <tara@planactivestudio.com>
Cc: Demetris Pressley <dpressley@townofeatonville.org>, Valerie Mundy <vmundy@townofeatonville.org>, kgibson@townofeatonville.org
<kgibson@townofeatonville.org>

Good afternoon, could you please email me a rezoning application? Thanks

From: **Anthony Grant** <classichomesdevelopmentinc@gmail.com>
Date: Tue, Oct 15, 2024 at 2:17 PM
To: <James.Benderson@gmail.com>

From: **Tara Salmieri** <tara@planactivestudio.com>
Date: Tue, Oct 15, 2024 at 3:06 PM
To: Anthony Grant <classichomesdevelopmentinc@gmail.com>
Cc: Demetris Pressley <dpressley@townofeatonville.org>, Valerie Mundy <vmundy@townofeatonville.org>, kgibson@townofeatonville.org
<kgibson@townofeatonville.org>

Mr. Grant

Sure, it is the universal development application that you have used before, please check comprehensive plan amendment and rezoning.

You will be do a rezoning AND a small scale amendment. Please let me know if you have any questions.

<IMG_4853.jpg>

<UNIFORM DEVELOPMENT APPLICATION.pdf>



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JANUARY 6, 2026, AT 7:30 PM

Cover Sheet

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

ITEM TITLE:

Approval of Resolution 2026-3 To Freeze the HUD Disaster Recovery - Community Planning & Development Grants (**Councilwoman Randolph**)

TOWN COUNCIL ACTION:

| | | |
|--|-----|--|
| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | | Department: LEGISLATIVE (Councilwoman Randolph) |
| PUBLIC HEARING 1 ST / 2 ND READING | | Exhibits: <ul style="list-style-type: none">Resolution 2026-3HUD Grants Overview\$2,000,000 Grant\$4,000,000 Grant |
| CONSENT AGENDA | | |
| COUNCIL DECISION | YES | |
| ADMINISTRATIVE | | |

REQUEST: That the Town of Eatonville Council Approve Resolution 2026-3 to freeze the following grants from the HUD Disaster Recovery Community Planning & Development for the use of the Town of Eatonville Affordable Housing Plan.

SUMMARY: The Town of Eatonville was awarded a grant for \$2 million dollars appropriation Grant in 2023 for land acquisition and preparation for construction from U.S. Congresswoman Val Demings, and respectively in 2024 \$4 million dollar grant appropriation for the construction component from U.S. Congressman Maxwell Frost.

The purpose of HUD appropriation grants is to fund federal housing and community development providing funds for Affordable housing, community infrastructure, and economic development for low-income individuals and families. These grants ensure homeownership programs, rentals, and public housing operations.

- The budget period and dates for the following \$2,000,000 Grant: August 31, 2031.
- The budget period and dates for the following \$4,000,000 Grant: August 31, 2032.

RECOMMENDATION: Recommendation: That the TOE council member approve Resolution 2026-3 to freeze both HUD Grants for \$2M and \$4M by release funds approved by the majority vote of the Town council members for the town's best in development, land acquisition, and housing projects as stated in the grants.

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION NO. 2026-3**A RESOLUTION OF THE TOWN OF EATONVILLE TOWN COUNCIL
AUTHORIZING THE ADMINISTRATION TO FREEZE THE HUD DISASTER
RECOVERY - COMMUNITY PLANNING & DEVELOPMENT GRANTS;
PROVIDING FOR CONFLICT; SEVERABILITY; AND AN EFFECTIVE DATE.**

Whereas, the Town of Eatonville Council desires to freeze the grants from the HUD Disaster Recovery Community Planning & Development for the use of the Town of Eatonville Affordable Housing Plan; and

Whereas, The Town of Eatonville was awarded a grant for \$2 million dollars appropriation Grant in 2023 for land acquisition and preparation for construction from U.S. Congresswoman Val Demings, and respectively in 2024 \$4 million dollar grant appropriation for the construction component from U.S. Congressman Maxwell Frost; and

Whereas, the purpose of HUD appropriation grants is to fund federal housing and community development providing funds for Affordable housing, community infrastructure, and economic development for low-income individuals and families. These grants ensure homeownership programs, rentals, and public housing operations; and

Whereas, the budget period and dates for the following \$2,000,000 Grant: August 31, 2031. The budget period and dates for the following \$4,000,000 Grant: August 31, 2032.

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

SECTION ONE: AUTHORIZATION. The Town of Eatonville council members approve to freeze both HUD grants \$2,000,000 and \$4,000,000 by releasing funds approved by the majority of the town council for the purpose of development, housing, land acquisition, and construction as stated in the grants.

SECTION TWO: CONFLICTS. All resolutions or parts thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED this **20TH** day of **January** 2026.

Angie Gardner, Mayor

ATTEST:

Veronica King, Town Clerk



THE TOWN OF
EATONVILLE
THE TOWN THAT FREEDOM BUILT EST. 1887

HUD Grants Overview

Councilwoman Wanda Randolph

An overview of the current awarded grants and their statuses.

PROJEC

T

HUD Disaster Recovery/ Community Planning & Development

U.S. Department of Housing and Urban Development
Economic Development Initiative Community Project
Funding

Award Amount

\$2,000,000

Goal

This is the Land Acquisition (purchase and prepare for construction) portion of the grant for the Affordable Housing Initiative.

Originally Awarded – 2023 Under Representative Val Demings
Budget Performance Ending Date August 2031

PROJEC

T

HUD Disaster Recovery/ Community Planning & Development

Funding

Award Amount

\$2,000,000

Status

- The majority of the award conditions have been met.
- Awaiting the completion of the Environmental Records Review, which is contingent upon the property location selected.
- The creation of the environmental reviews has been initiated, but certification is not authorized.
- Pending the engagement of an environmental consultant to certify the environmental review.
- After completion of the environmental reviews, we will proceed to the Funding Phase.

PROJECT

HUD Disaster Recovery/ Community Planning & Development

U.S. Department of Housing and Urban Development
Economic Development Initiative Community Project
Funding

Award Amount
\$4,116,279.00

Goal This is the Construction component of the grant for the Affordable Housing Initiative.

Originally Awarded – 2024 Under Representative Maxwell Frost
Budget Performance Ending Date - August 2032

PROJEC

T

HUD Disaster Recovery/ Community Planning & Development

Funding

Award Amount

\$4,116,279.00

Status

- The Majority of the award conditions have been met.
- Awaiting the completion of the Environmental Records Review, which is contingent upon the property location selected.
- The creation of the environmental reviews has been initiated, but certification is not authorized.
- Pending the engagement of an environmental consultant to certify the environmental review.
- After completion of the environmental reviews, we will proceed to the Funding Phase.



THE TOWN OF
EATONVILLE
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THANK YOU

—

Working together today to build a
better tomorrow.

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

Grantee Name: Town of Eatonville, Florida

Grantee Address: 307 E. Kennedy Blvd., Eatonville, FL 32751

Grantee's Unique Entity Identifier (UEI): LX8VUL1TQH77

Grantee's Employer Identification Number (EIN): 591023080

Federal Award Identification Number (FAIN): B-23-CP-FL-0378

Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date: 02/17/2023

Period of Performance/Budget Period End Date: 08/31/2031

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

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

ARTICLE I. Definitions

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

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

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

ARTICLE II. Total Grant Amount

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

ARTICLE III. Award-Specific Requirements

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

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

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

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

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

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

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

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

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

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

ARTICLE IV. General Federal Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V. Drawdown Requirements

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

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

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

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

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

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

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

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

ARTICLE VI. Program-Specific Reporting Requirements

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

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

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

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

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

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

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

ARTICLE VII. Project Closeout

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

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

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

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

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

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

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

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

ARTICLE VIII. Default

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

ARTICLE IX. HUD Contact Information

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

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

GRANTEE

Town of Eatonville, Florida

(Name of Organization)

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
(Signature of HUD Authorized Official)

(Title of HUD Authorized Official)

(Date)

APPENDIX 1 – Project Narrative

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

APPENDIX 2 – Approved Budget

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

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

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

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

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

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Instructions for the Grantee’s Authorized Representative:

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

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

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

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

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

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

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

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

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

2. Proceedings About Which Grantee Must Report

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

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

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

4. Reporting Frequency

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

5. Definitions

For purposes of this award term and condition:

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

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

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

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

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

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

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

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

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

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

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

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

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

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

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

g. Any other relevant considerations.

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

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

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

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

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

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

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

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

A. Associated with performance under this award; or

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

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

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

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

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

c. Provisions applicable to any grantee.

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

d. Definitions. For purposes of this award term:

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

3. “Private entity”:

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

ii. Includes:

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

B. A for-profit organization.

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

NARRATIVE

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

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

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

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

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

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

| Funding Name | Amount |
|----------------------------------|----------------|
| Federal Estimated Funding | \$2,000,000.00 |
| Applicant Estimated Funding | \$0.00 |
| State Estimated Funding | \$0.00 |
| Local Estimated Funding | \$0.00 |
| Other Estimated Funding | \$0.00 |
| Program Income Estimated Funding | \$0.00 |
| Total | \$2,000,000.00 |

CPF – ESTIMATED FUNDING

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

**FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-FL-0610**

Grantee Name: Town of Eatonville

Grantee Address: 307 E Kennedy Boulevard, Eatonville, FL 32751

Grantee's Unique Entity Identifier (UEI): LX8VUL1TQH77

Grantee's Employer Identification Number (EIN): 591023080

Federal Award Identification Number (FAIN): B-24-CP-FL-0610

Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date: 08/13/2024

Period of Performance/Budget Period End Date: 08/31/2032

This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and Town of Eatonville (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2024 (Public Law 118-42) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on March 5, 2024 (Explanatory Statement) as deemed to be amended by the Further Consolidated Appropriations Act, 2024 (Public Laws 118-47).

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

ARTICLE I. Definitions

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

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

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

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$4,116,279.00 available to the Grantee.

ARTICLE III. Award-Specific Requirements

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

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

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

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the approved Project Narrative and/or Budget, the Grantee must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD) Director through the assigned Grant Officer in accordance with HUD's instructions for amending the Project Narrative and/or Project Budget found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The CGD will notify the Grantee of whether HUD approves or disapproves of the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in HUD's Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds under the Consolidated Appropriations Act, 2024, and the Explanatory Statement, as modified by the Further Consolidated Appropriations Act, 2024 or a later act, are incorporated by this reference and made part of this Grant Agreement. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307, program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. Any program income that cannot be expended on allowable costs under this Grant Agreement must be reported and paid to HUD within 120 days after the period of performance, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can

amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

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

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including all requirements 2 CFR part 200 provides with respect to a subaward, except the audit requirements in 2 CFR part 200, subpart F.

ARTICLE IV. General Federal Requirements

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

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

C. After March 9, 2024, neither the Grantee nor any of its contractors, subrecipients, and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before March 9, 2024, until one of the following occurs:

(i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds;

(ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

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

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

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

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

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

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must sign the corresponding certification in Appendix 8 to this Grant Agreement and return it to HUD with this Grant Agreement. The Grantee must include in its award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using the *Disclosure of Lobbying Activities*

(SF-LLL) form. In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. “Person” is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe’s sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 24 CFR Part 2429, which adopts the governmentwide implementation (24 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

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

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

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

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility

functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

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

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

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

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

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

T. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, an employee of the Grantee or a subrecipient—as well as a personal services contractor—who makes a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

U. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds

obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ARTICLE V. Drawdown Requirements

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

B. The Grantee must use DRGR to draw down Grant Funds and report to HUD on activities.

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

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

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

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

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

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2032.

ARTICLE VI. Program-Specific Reporting Requirements

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

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these

reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

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

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

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

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

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.31, and 200.314.

ARTICLE VII. Project Closeout

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

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

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

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The

Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with grant funds.

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

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving:
 - i) the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E);
 - ii) a certification of the costs; and
 - iii) the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

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

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions,

and reports the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with HUD’s grant instructions found in the document titled “FY2024 Economic Development Initiative - Community Project Funding Grant Guide” that accompanies the Grant Agreement.

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

GRANTEE

Town of Eatonville

(Name of Organization)

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
(Signature of HUD Authorized Official)

(Title of HUD Authorized Official)

(Date)

APPENDIX 1 – Project Narrative

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

APPENDIX 2 – Approved Budget

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

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

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

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

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

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Instructions for the Grantee’s Authorized Representative:

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

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

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

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

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

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

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

Reporting of Matters Related to Grantee Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the grantee must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C); (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures.

Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency.

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

(e) Definitions.

For purposes of this award term—

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

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

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

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

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

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

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

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

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

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

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

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

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

g. Any other relevant considerations.

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

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

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

(a) *Provisions applicable to a grantee that is a private entity.*

(1) Under this award, the grantee, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR part 2424.
- (b) *Provision applicable to a grantee other than a private entity.*
 - (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
 - (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
 - (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR part 2424.
 - (c) *Provisions applicable to any grantee.*
 - (1) The grantee must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
 - (2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
 - (i) Implements the requirements of 22 U.S.C. 78, and
 - (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
 - (3) The grantee must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the grantee must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) *Definitions. For purposes of this award term:*

“Employee” means either:

(1) An individual employed by the grantee or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

“Private Entity” means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 8 – Certification Regarding Lobbying

The undersigned certifies, 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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 undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

NOTE: This certification is not required for Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe through the tribe’s sovereign power. However, this exemption does not apply to State-recognized Indian tribes and TDHEs established under State law.

NARRATIVE

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

Project Description: Title Search/ Land Acquisition/ Closing – Request and conduct a full search of property title reports for property located at 308 E Kennedy to discover hidden details and ownership /title claims. Demolition of Existing Building - A 1,174 SQFT Building built in 1958 is currently situated on the property. Demolition of the existing building is necessary to proceed. Land Clearing – Preconstruction clearing and preparation of the land. Completion of survey of proposed construction, structures, driveways and parking areas. Multiphase Construction & Final Draw

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

B-23-CP-FL-0378: Town of Eatonville: Submission of Required Grant Award Materials Purpose: The Acquisition and Development of Land for Eatonville Affordable Housing Initiative. Attainability of home ownership will be accomplished through the creation of a Community Land Trust. Community Background Across the State of Florida, there is a shortage of rental homes affordable and available to severely impoverished households. These families, characterized by incomes at or below the 30% poverty guideline. This crisis of affordable housing created a burden costing more than half the incomes of the households affected. Many within the Town of Eatonville have resorted to placement in deplorable conditions including families of 4 or more living in an old motel, never meant to house families and certainly not as a permanent residence. The Town of Eatonville is in Orange County, Florida, United States. It is located six miles north of Orlando. According to the past census its population is 2,282. Although it has a separate Township, it is part of Greater Orlando. It was Incorporated on August 15, 1887, as one of the first self-governing all-Black municipalities in the United States. It is now the oldest, black-incorporated municipality in the nation. The Eatonville Historic District has received notoriety as the home of Author Zora Neale Hurston. The actual residence is now known as the Moseley House Museum. In 1990, the town opened its doors to the Zora Neale Hurston Museum of Fine Arts. Every winter the town stages the Zora Neale Hurston Festival of the Arts and Humanities. A library named for her, Ms. Hurston, opened in January 2004. Since its inception the Zora Festival has boasted over 1.5 million visitors to the Town of Eatonville. Two of the local television networks have facilities located within walking distance of Eatonville's downtown. These stations, WESH and WKCF, serve the Town of Eatonville and are used as catalyst to serve the Orlando television market. The information technology industry is also rising in proximity to the Town of Eatonville. HostDime chose the Wymore Road Location (one of the town's main thoroughfares) to house a second location and a new franchise headquarters. Law enforcement presence and surety are essential in support of the seven-story facility. This new facility will house HostDime's 80 U.S.-based employees and three floors of world-class data center space. The facility will also provide amenities to HostDime's clientele including cage space, private micro data

center PODS, on-demand business continuity client offices, and ultra-fast fiber-based 10G internet access. In addition, the facility, which is in the later stages of construction, will feature a 36-foot-high warehouse storage area that clients can use at no charge for temporary storage of their equipment or rent warehouse space long term. Clients of Host Dime will also rely on the security afforded their expensive technological equipment through enhanced police presence, training and engagement. An increased need for affordable housing not only addresses the need for stable housing for those who struggle financially but also sanitary living conditions that have become homeless. Establishing these residential communities increases the sustainability of the Eatonville community and an interdependence to provide housing alternatives for the influx of people wishing to work in the Greater Orlando area. The increasing population has created a need for public safety agencies, to improve police services, interaction with the public, bridge the gap between the citizens and the town's law enforcement. The town of Eatonville is seeking funding through the Congressional Community Project Funding grant program. The funding will help with the implementation of programs that will establish and enhance provision of affordable housing to make home ownership accessible to buyers who would otherwise be unable to buy as well as the overall health and wellbeing of the citizens as a whole. Project Narrative Over the years across the United States there have been issues of economic instability, the COVID-19 global health crisis and The Affordable Housing initiative grant will afford opportunities to build and sustain the community. The Town of Eatonville is pleased to submit this application for funding support through the US Department of Housing and Urban Development Community Project Fund. The Town, although once flourishing, is now threatened to disappear and be annexed into other cities due to inadequate housing and resources. The younger generation is being forced to migrate to surrounding communities as there is a lack of residential space such as apartments, townhomes and houses. In doing so they abandon a portion of their heritage. Eatonville's small size and lower economic status present an uneven playing field in terms of ad valorem taxes and potential financial assistance. Receiving this grant would allow the Town of Eatonville to receive equitable resources and provide comparable levels of support. The use of these grant funds to provide affordable housing will cultivate effective partnerships with residents, and empower residents, business owners, and religious leaders. Access to affordable housing creates a remedy to problems such as healthcare situations. When a family is no longer oppressed by the cost of unattainable housing and no longer must cover excessive monthly housing costs, they can afford more preventative care and spend less on expensive emergency care. Stress related illnesses such as ulcers and anxiety can be alleviated when the stress of unaffordable rent or poor living conditions is removed. This can lead to improved health for families. The lack of affordable housing is an economic issue for not just the families who suffer but the cities as well. Cities that lack affordable housing often become segregated and fail to meet the needs of families living under a variety of circumstances. Those subpar living conditions lead to higher poverty rates and severe distress in poor, segregated neighborhoods. The housing crisis is not just a social issue, it also has a significant impact on the environment. If there are no affordable homes within the area already established as residential, urban sprawl will occur, leading to the loss of natural habitats, increased greenhouse gas emissions, and reduced air and water quality. If we Increase access to affordable housing it will help to boost our economy. Research shows that the shortage of affordable housing costs the American economy about

\$2 trillion a year in lower wages and productivity. This impact would be felt on a much larger scale for a small community such as ours,

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

| Funding Name | Amount |
|----------------------------------|----------------|
| Federal Estimated Funding | \$4,116,279.00 |
| Applicant Estimated Funding | \$0.00 |
| State Estimated Funding | \$0.00 |
| Local Estimated Funding | \$0.00 |
| Other Estimated Funding | \$0.00 |
| Program Income Estimated Funding | \$0.00 |
| Total | \$4,116,279.00 |

CPF – ESTIMATED FUNDING

| Funding Source | Estimated Funding |
|---|-------------------|
| Title Search/ Land Acquisition/ Closing | \$4,116,279.00 |
| Total | \$4,116,279.00 |



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
JANUARY 20, 2026, AT 7:30 PM
Cover Sheet

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

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

TOWN COUNCIL ACTION:

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

REQUEST: The Town Administration and Community Redevelopment Agency request that the Town Council adopt the **Town of Eatonville Tourism Master Plan (2026–2031)** to establish a comprehensive, policy-driven framework for heritage, cultural, performing arts, and event tourism development within the Town of Eatonville.

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

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

RECOMMENDATION: Approval of **Resolution 2025-01 Adopting the Town of Eatonville Tourism Master Plan (2026–2031)**.

FISCAL & EFFICIENCY DATA: _____ None

RESOLUTION 2026-01

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2026.

Angie Gardner, Mayor

ATTEST:

Veronica King, Town Clerk

JANUARY 6, 2026



TOWN OF EATONVILLE TOURISM MASTER PLAN

2026–2031 (TDT-Aligned)

MICHAEL JOHNSON

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

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Town of Eatonville Tourism Master Plan

2026–2031 (TDT-Aligned)

1. Executive Summary

1.1 Purpose

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

1.2 Vision

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

1.3 TDT Alignment Statement

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

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

2. Destination Context & Market Position

2.1 Historical & Cultural Significance

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

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

2.2 Role Within Orange County Tourism

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

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

3. Market Analysis & Target Visitors

3.1 Target Segments

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

3.2 Visitor Characteristics

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

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

4. Tourism Assets Inventory

4.1 Existing Assets

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

4.2 Planned & Catalytic Assets

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

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

5. Tourism Development Goals

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

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

6. Product Development Strategy

6.1 Performing Arts & Cultural Facilities

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

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

6.2 Event Tourism

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

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

7. Marketing, Branding & Promotion

7.1 Destination Brand

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

7.2 Partnerships

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

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

8. Events & Programming Strategy

8.1 Signature Events

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

8.2 Year-Round Programming

- Monthly ticketed performances
- Educational and cultural workshops

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

9. Tourism Infrastructure & Capital Improvements

9.1 Priority Projects

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

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

10. Governance & Management

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

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

11. Measurement, Reporting & Accountability

KPIs

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

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

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

Year 1–2

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

Year 3

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

Year 4

- Develop heritage walking trails
- Increase national marketing reach

Year 5

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

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

13. Sustainability & Risk Management

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

TDT Nexus: Financial sustainability protects public investment.

14. Conclusion

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

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

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

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

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

Integrated Performance & ROI Summary

Five-Year (Moderate Scenario) Projections:

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

Return on Investment Metrics:

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

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

Scenario Planning (Risk Management)

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

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

Five-Year Tourism Action Plan (Summary)

Years 1–2 (Foundation):

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

Year 3 (Expansion):

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

Years 4–5 (Stabilization & Growth):

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

Governance & Accountability

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

Final Statement

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

Appendix A: Key Questions & Answers (Summary)

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

Answer:

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

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

Answer:

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

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

Answer:

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

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

Answer:

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

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

Answer:

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

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

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

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

Answer:

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

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

Answer:

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

8. How will success be measured and reported?

Answer:

Success will be measured through:

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

- Economic impact indicators

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

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

Answer:

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

10. What decision is being requested from policymakers?

Answer:

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

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