

## **ORDINANCE NO. 2024-XXXX**

### **AN ORDINANCE OF THE TOWN OF EATONVILLE, FLORIDA, ADOPTING A COMMUNITY BENEFITS AGREEMENT ORDINANCE**

#### **Article I: Definitions**

##### **Section 1. - Purpose**

**WHEREAS**, this ordinance is enacted to delineate and interpret the terms and stipulations pertinent to the Community Benefits Agreement (CBA) within the Town of Eatonville, aiming to oversee and execute community benefits within covered projects.

##### **Section 2. - Definitions**

**WHEREAS**, the purpose of this ordinance is to establish a structured process and set forth conditions under which non-profit philanthropic entities and developers engage in planning, development, or provide contributions within the Town of Eatonville; and

**WHEREAS**, it is intended to ensure that such engagements and contributions are managed in a manner that aligns with the town's goals for sustainable development, community welfare, and preservation of its cultural heritage; and

**WHEREAS**, this ordinance mandates that any non-profit philanthropic entities, developers, or organizations entering into agreements with the town shall adhere to the provisions set forth in the Community Benefits Agreement (CBA), aiming to maximize the positive impacts of such engagements on the local community.

##### **Section 1.02 - Definitions**

For the purposes of this ordinance, the following terms shall have the corresponding meanings:

**Covered Entities:** Refers to any developers, non-profit organizations, governmental bodies, or private companies engaged in projects within the Town of Eatonville under a Community Benefits Agreement (CBA).

**Community Benefits Agreement (CBA):** A legally binding agreement between covered entities and the Town of Eatonville that outlines specific benefits that the developers agree to provide to the community, including commitments to community projects, financial contributions, and participatory planning processes.

**Financial Penalties:** Monetary fines imposed on covered entities for non-compliance with the terms of the CBA, which may include immediate fines, daily accruing fines, and other financial liabilities as determined by the nature and severity of the breach.

**Administrative Penalties:** Consequences that may include the suspension or revocation of any approvals, licenses, or permits associated with the project until compliance is restored or permanently, depending on the severity of the non-compliance.

**Corrective Action Plan:** A plan required from a non-compliant entity detailing the steps to be taken to correct violations of the CBA, including timelines for implementation and measures to prevent future breaches.

**Community Restoration Projects:** Initiatives that a non-compliant entity may be required to fund or implement as part of remedial actions to repair damage caused by violations of the CBA or to provide additional benefits to the community as compensation.

**Oversight Committee (CBAB):** Community Benefit Advisory Board. A body comprising members from the Eatonville Community that are appointed by the Town Council, responsible for monitoring the implementation of the CBA, resolving disputes, and ensuring that community benefits are delivered as promised.

**Think Tanks:** Formally organized groups or committees funded through the CBA that focus on specific areas such as government operations, technology, economic impact, and other relevant fields to support continuous improvement and strategic planning in Eatonville.

**Genealogy Center:** A facility or program funded under the CBA dedicated to historical archiving and providing resources for residents to research and preserve their heritage.

**Emergency Amendments:** Modifications to the ordinance that can be expedited due to urgent and unforeseen circumstances, requiring a faster process for approval while still involving necessary reviews by the Oversight Committee and the Town Council.

### **Section 1.03 - Applicability**

All covered entities, as defined herein, seeking to undertake town planning or provide any contributions to the Town of Eatonville, shall enter into a Community Benefits Agreement with the town. This requirement is applicable irrespective of the project's scale or the nature or size of the contribution and is intended to promote transparency, accountability, and ensure that such initiatives have a lasting positive impact on the community.

### **Section 1.04 - Compliance and Enforcement**

The provisions of this CBA shall be enforced by the Town of Eatonville, which shall have the authority to review, approve, monitor, and manage the implementation of the terms of the CBA as entered into with any covered entity. The town shall also establish mechanisms for the reporting, compliance review, and resolution of disputes arising from the CBA.

### **Section 3. - Severability**

**WHEREAS**, in the event that any section, clause, sentence, or part of this ordinance is deemed invalid or unenforceable, it shall not impact the validity or enforceability of the remaining provisions. In such cases, the invalid part shall be severed, and the rest of the ordinance shall remain in full force and effect unless the purpose of this ordinance is substantially defeated by such invalidity.

## **Article II: Requirements for Covered Projects**

### **Section 2.01 - Engagement with Local Housing Authority**

**WHEREAS**, covered entities are required to collaborate with the local housing authority to facilitate the inclusion of affordable housing within their development projects, ensuring alignment with the needs and regulations of the Town of Eatonville; and

**WHEREAS**, such collaborations shall aim to provide housing options that are affordable and accessible to low to moderate-income households, thus contributing to the community's diversity and resilience; and

**WHEREAS**, the terms of engagement with the local housing authority shall be detailed within the CBA, with an emphasis on setting aside an agreed-upon percentage of revenue or number of units specifically for affordable housing.

## **Section 2.02 - Community Wealth Building**

**WHEREAS**, it is imperative that covered entities contribute to the long-term generational wealth of Eatonville residents by allocating an agreed-upon amount of revenue to fund local businesses, non-profits, enhance community parks, recreation centers, roads, and other community amenities; and

**WHEREAS**, these contributions shall be directed towards existing needs, assets and projects within the community, ensuring that they address the most pressing concerns and empower the Eatonville community at large; and

**WHEREAS**, the CBA shall specify the processes and mechanisms for the allocation of funds, ensuring they are distributed in a manner that promotes polling, needs and asset based planning and equitable community development.

## **Section 2.03 - Community Engagement and Empowerment**

**WHEREAS**, the covered entities shall engage in a comprehensive community engagement process to be facilitated by a selected local community group, which is dedicated to mobilizing and ensuring the active participation of all key stakeholders in the planning and development process; and

**WHEREAS**, this process shall involve transparent communication, regular public meetings, efficient marketing initiatives and the incorporation of community feedback into planning decisions, thus embodying the principles of inclusive and democratic development; and

**WHEREAS**, the CBA shall establish a framework for ongoing engagement, outlining the roles and responsibilities of the Eatonville Stakeholders in coordinating these efforts and acting as a liaison between the community and the developers.

## **Section 2.04 - Needs & Asset-Based Planning**

**WHEREAS**, covered entities are expected to engage in needs and asset based planning which involves assessing and addressing the current and future needs of the Eatonville community in a manner that promotes sustainable growth and community welfare; and

**WHEREAS**, the planning process shall involve close collaboration with community stakeholders, including local businesses, non-profits, and residents, to ensure that development activities are responsive to the community's aspirations and challenges,

survey polling must be done efficiently with at least 10% of the registered voting population; and

**WHEREAS**, the CBA shall include provisions for conducting needs assessments, developing responsive action plans, and implementing projects that have tangible and measurable impacts on the quality of life for Eatonville residents. In the works of needs based planning we proceed with asset based planning.

### **Section 2.05 - Reporting and Transparency**

**WHEREAS**, to ensure accountability and transparency, covered entities shall provide regular reports on their community engagement activities, the progress of development projects, and the disbursement and impacts of community benefits; and

**WHEREAS**, these reports shall be made available to the public and reviewed by the Community Benefit Advisory Council and the Town Council, fostering an open and communicative development process.

## **Article III: Governance and Oversight**

### **Section 3.01 - Establishment of Oversight Committee**

**WHEREAS**, an Oversight Committee is hereby established to ensure compliance with and proper execution of the Community Benefits Agreement (CBA) provisions within covered projects; and

**WHEREAS**, this committee will play a critical role in monitoring, guiding, and evaluating the implementation of the CBA to ensure that the objectives of community empowerment and sustainable development are met.

### **Section 3.02 - Composition of the Oversight Committee**

**WHEREAS**, the Oversight Committee shall be composed of five (5) members, each member must be a registered voter and or apart of a community group or organization.

**WHEREAS**, members of the Oversight Committee shall serve for a term of three (3) years, with the possibility of reappointment for one additional term to ensure continuity and stability in the oversight process.

### **Section 3.03 - Duties and Responsibilities**

**WHEREAS**, the Oversight Committee is charged with the following duties and responsibilities:

- a)** To monitor the adherence of covered projects to the stipulated CBA requirements, ensuring that all activities are carried out in accordance with the agreed terms and conditions;
- b)** To review and approve annual reports submitted by covered entities, assessing the progress and effectiveness of the community benefits provided;
- c)** To facilitate and resolve any disputes arising from the implementation of the CBA, acting as a mediator between the community and the developers;
- d)** To provide recommendations for modifications or updates to the CBA as necessary, based on observed outcomes and feedback from community stakeholders;
- e)** To hold quarterly meetings to discuss ongoing projects, challenges, and opportunities for improvement in the administration of community benefits;
- f)** To engage with the public through regular updates, public forums, or hearings to ensure transparency and community involvement in the oversight process.

### **Section 3.04 - Reporting and Accountability**

**WHEREAS**, the Oversight Committee shall prepare an annual report detailing the activities, findings, and recommendations related to the governance of the CBA; and

**WHEREAS**, this report shall be submitted to the Town Council and made publicly available to ensure that the community is informed about the progress and impacts of the development activities; and

**WHEREAS**, the Oversight Committee is accountable to the Town Council and, by extension, to the residents of Eatonville, ensuring that its actions reflect the community's best interests and contribute to the overall welfare of the town.

### **Section 3.05 - Support and Resources**

**WHEREAS**, the Town of Eatonville shall provide necessary administrative and financial support to the Oversight Committee, enabling it to perform its duties effectively and efficiently; and

**WHEREAS**, such support shall include access to necessary documents, staff assistance, and funding for operational expenses related to the committee's activities.

## **Article IV: Term and Termination**

### **Section 4.01 - Term of Agreement**

**WHEREAS**, this Community Benefits Agreement (CBA) shall commence upon the effective date of this ordinance and shall remain in effect for a term of thirty (30) years, unless earlier terminated as provided herein; and

**WHEREAS**, the long term of this agreement is essential to achieve the sustained development and empowerment objectives that the Town of Eatonville and the community stakeholders envision.

### **Section 4.02 - Conditions for Termination**

**WHEREAS**, this agreement may only be terminated prior to the expiration of the term under the following conditions:

**a) Mutual Agreement:** The agreement may be terminated at any time by mutual written consent of all parties involved, including the Community Benefit Advisory Board, the Town Council, and the covered entity.

**b) Breach of Agreement:** In cases where a covered entity is found to be in substantial breach of the agreement's terms and conditions, and fails to cure such breach within a specified cure period following written notification from the Oversight Committee, termination may proceed.

**c) Walk Away Clause:** Should a covered entity choose to discontinue their engagement in the project and walk away, they must provide a minimum notice of six (6) months and fulfill all outstanding obligations as detailed in the agreement up to the date of termination. This clause is intended to safeguard the community against abrupt withdrawal of committed resources and benefits.

### **Section 4.03 - Protection of Data and Intellectual Property**

**WHEREAS**, throughout the term of this agreement, various forms of data, intellectual property, and other sensitive information will be generated, which are vital to the Town of Eatonville and its residents; and

**WHEREAS**, all data, reports, technical information, and intellectual property developed during the course of this agreement shall remain the property of the Town of Eatonville:

**a) Confidentiality:** All parties agree to maintain the confidentiality of all proprietary information and data shared among them during the term of this agreement, unless disclosure is required by law.

**b) Intellectual Property:** Any intellectual property developed in the execution of this agreement shall be owned exclusively by the Town of Eatonville. Covered entities must obtain written consent from the Town Council before any such intellectual property can be used for any other purpose outside the scope of this agreement.

**c) Data Handling and Protection:** Proper data handling and security measures must be implemented by all parties to protect against unauthorized access, disclosure, alteration, or destruction of town data and documents.

#### **Section 4.04 - Post-Termination Obligations**

**WHEREAS**, upon termination of this agreement for any reason, it is required that:

**a) Return or Destroy Materials:** All confidential materials, documents, and data in the possession of the covered entity must either be returned to the Town of Eatonville or destroyed, as directed by the Town.

**b) Settlement of Accounts:** All accounts and financial obligations must be settled within ninety (90) days of the termination date.

**c) Continuation of Certain Obligations:** Notwithstanding the termination, certain obligations under this agreement, which by their nature are intended to survive termination, shall continue in effect. This includes obligations related to indemnification, confidentiality, and intellectual property rights.

### **Article V: Financial Contributions and Community Engagement**

#### **Section 5.01 - Commitment to Financial Contributions**

**WHEREAS**, covered entities are obligated to financially support ongoing town plans that enhance community amenities, and foster economic and social development within Eatonville:

**a) Support for Existing Plans:** Each covered entity shall contribute financially to all current town plans, particularly those that improve community amenities such as parks, recreational facilities, and community centers.

**b) Empowerment of Local Businesses:** Financial contributions shall also support initiatives aimed at empowering existing Eatonville businesses and facilitating the establishment of minority-based businesses in the distribution and manufacturing industries.



**c) Community Projects and Stakeholders:** Funds will be allocated to various community projects that have been identified by community stakeholders as critical to the town's development. This includes, but is not limited to, infrastructural improvements, educational programs, and cultural preservation initiatives.

#### Section 5.02 - Establishment and Support of Think Tanks and Centers

**a) Community Think Tanks:** Yearly financial support shall be provided to establish and maintain think tanks focusing on government operations, technology advancements, and economic impacts to ensure that Eatonville remains at the forefront of innovation and effective governance.

**b) Financial Center for Seniors:** Establish and fund a financial advice and support center dedicated to assisting senior citizens of Eatonville, ensuring they have access to necessary resources for financial stability and health care planning.

**c) Recreation and Genealogy Centers:** Adequate funding shall be allocated for the maintenance and improvement of existing recreational facilities and the establishment of a genealogy center. This center will focus on historical archiving and provide residents with resources to explore and preserve their heritage.

#### Section 5.03 - Historical Archiving and Cultural Preservation

**a) Funding for Historical Archiving:** Commit funds to support the genealogy center in acquiring, maintaining, and providing public access to historical archives that document the town's heritage and the contributions of its residents.

**b) Cultural Preservation Programs:** Financial contributions should also support programs that preserve and promote the unique cultural heritage of Eatonville, including historical landmarks, local arts, and cultural festivals.

#### Section 5.04 - Community Engagement Initiatives

**a) Funding Community Engagement:** Developers are required to allocate funds to facilitate community engagement through workshops, public meetings, and feedback sessions. These initiatives should be designed to gather input from all segments of the community and ensure that development activities align with the residents' needs and aspirations.

**b) Mandatory Involvement in Planning Processes:** Developers must actively involve the Community Benefit Advisory Board in the planning and development processes to ensure that all projects are carried out with community input and support.

**c) Transparency and Reporting:** Ensure transparency in how financial contributions are allocated and utilized by requiring detailed annual reports to be submitted to the Town Council and made available to the public. These reports should outline the expenditures, impacts, and benefits derived from these financial contributions.

## **Article VI: Legal Framework and Amendments**

### **Section 6.01 - Legal Framework**

**WHEREAS**, this ordinance and all associated Community Benefit Agreements (CBA) executed under it shall operate under the legal framework provided by the laws of the State of Florida and the municipal codes of the Town of Eatonville; and

**WHEREAS**, this ordinance is designed to ensure that all covered projects adhere strictly to the stipulated legal and regulatory standards, promoting transparency, accountability, and equitable development within the community.

### **Section 6.02 - Amendments to the Ordinance**

**a) Initiation of Amendments:** Amendments to this ordinance can be proposed by any member of the Town Council, the Community Benefit Advisory Board, or by a petition signed by at least ten percent (10%) of the registered voters in the Town of Eatonville, demonstrating the community's interest in reconsidering specific provisions of the ordinance.

**b) Review by Governance Committee:** Upon receipt of a proposed amendment, the Governance Committee shall review the proposal to determine its potential impact on the community and its alignment with the objectives of the existing Community Benefits Agreement. This review must include a period of public comment and possibly public hearings to gather community input.

**c) Approval Process:**

- The Governance Committee shall submit their findings and recommendations to the Town Council within sixty (60) days of receiving the amendment proposal.
- Any amendments must be approved by a majority vote of the Governance Committee before being forwarded to the Town Council.
- Following Governance Committee approval, the proposed amendment must receive at least a two-thirds (2/3) majority vote from the Town Council to be enacted.

**d) Documentation and Transparency:** All approved amendments must be documented and made publicly available within thirty (30) days of their enactment. The documentation shall detail the nature of the amendment, the rationale behind it, and the expected impacts on the community.

**e) Effective Date of Amendments:** Amendments shall take effect on the first day of the month following their approval, unless specified otherwise in the amendment itself.

### **Section 6.03 - Restrictions on Amendments**

**a) Protection of Core Provisions:** Core provisions regarding the governance structure, financial obligations of covered entities, and the roles and responsibilities of the Oversight Committee shall not be altered except under extraordinary circumstances that justify such changes. These amendments require not only the usual approval process but also an additional review by an independent legal consultant.

**b) Emergency Amendments:** In cases where an emergency amendment is necessary to comply with federal, state, or local laws or to protect the public health, safety, or welfare, such amendments may be expedited. However, even in such cases, the amendment must be reviewed and approved by the Governance Committee and the Town Council, though the timeline for review may be shortened.

## **Article VII: Miscellaneous Provisions**

### **Section 7.01 - Severability**

**WHEREAS**, if any provision of this ordinance, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

### **Section 7.02 - Non-Waiver**

**WHEREAS**, the failure of the Town of Eatonville or any of its departments, agencies, or entities to insist upon the strict performance of any provision of this ordinance or to exercise any right based upon the agreement shall not constitute a waiver of any right or remedy and shall not be deemed a waiver of any subsequent breach or default in the performance of any provision.

### **Section 7.03 - Conflict of Laws**

**WHEREAS**, in the event of a conflict between the provisions of this ordinance and any other existing or future laws, municipal ordinances, or regulations, the provisions that provide the greater protection to the interests of the Town of Eatonville and its residents shall prevail.

### **Section 7.04 - Integration Clause**

**WHEREAS**, this ordinance and any agreements made under it, along with any expressly incorporated documents, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

### **Section 7.05 - References to Other Laws**

**WHEREAS**, references herein to any specific laws, statutes, ordinances, policies, or regulations are deemed to include all amendments, modifications, and successors thereof.

### **Section 7.06 - Indemnification**

**WHEREAS**, to the extent permitted by law, the covered entities shall indemnify, defend, and hold harmless the Town of Eatonville, its officers, agents, and employees from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including attorney fees, arising out of or resulting from the covered entities' performance or breach of the ordinance, except in instances of gross negligence or willful misconduct by the Town of Eatonville.

### **Section 7.07 - Public Records**

**WHEREAS**, all documents, papers, letters, and other materials made or received by the Town of Eatonville in conjunction with this ordinance shall be subject to the provisions of the Florida Public Records Law, Chapter 119, Florida Statutes.

### **Section 7.08 - Effective Date**

**WHEREAS**, this ordinance shall take effect immediately upon its passage and adoption by the Town Council of Eatonville, Florida.

**WHEREAS**, this ordinance shall take effect immediately upon its passage and adoption by the Town Council of Eatonville, Florida.

## **Article VIII: Execution and Acknowledgment**

### **Section 8.01 - Execution of Agreement**

**WHEREAS**, the proper execution of this ordinance and any Community Benefits Agreements (CBA) under it is crucial for their validity and enforceability; and

**WHEREAS**, each CBA executed pursuant to this ordinance must be signed by the authorized representatives of the covered entities and the Town of Eatonville, as well as representatives from the Community Benefit Advisory Board to ensure all parties are committed to the terms set forth.

### **Section 8.02 - Acknowledgment of Terms**

**a) Mutual Recognition:** All parties involved in the execution of the CBA shall mutually acknowledge and agree to the terms and conditions specified within this ordinance and the respective CBA documents.

**b) Public Acknowledgment:** Upon the signing of any CBA, a formal announcement shall be made to the public, detailing the nature of the agreement, the parties involved, and the benefits expected for the Town of Eatonville and its residents.

### **Section 8.03 - Record of Execution**

**WHEREAS**, a record of all executed agreements shall be maintained by the Town Clerk of Eatonville and shall be made accessible to the public as stipulated by local transparency and public records laws; and

**WHEREAS**, these records shall include, but not be limited to, signed copies of the CBAs, documentation of the negotiation process, amendments, and annual reviews related to the agreements.

### **Section 8.04 - Official Seal**

**a) Use of Seal:** The official seal of the Town of Eatonville shall be affixed to each executed CBA to symbolize the Town's formal ratification and commitment to the agreements.

**b) Custodianship:** The Town Clerk shall be the custodian of the seal and shall be responsible for its use on official documents related to this ordinance and the CBAs.

### **Section 8.05 - Legal Review**

**WHEREAS**, prior to the execution of any CBA, the documents shall undergo a thorough legal review by the Town Attorney to ensure that all terms comply with current laws and regulations and safeguard the interests of the Town and its residents.

### **Section 8.06 - Amendments and Modifications**

**WHEREAS**, any amendments or modifications to the CBAs post-execution must follow the procedure outlined in Article VI of this ordinance, ensuring that all changes are properly documented, reviewed, and approved by the required bodies.

### **Section 8.07 - Effective Date of Agreements**

**a) Commencement:** The CBAs shall become effective immediately upon the date of their execution unless specified otherwise within the agreement.

**b) Duration and Renewal:** Each CBA shall specify its term of duration and conditions under which it may be renewed to ensure ongoing benefits to the community and adaptability to changing circumstances.

## **Article IX: Community First Investment and Participation**

### **Section 9.01 - Mandatory Community Investment**

**WHEREAS**, it is essential that all entities, whether private or governmental, looking to engage in development within the Town of Eatonville contribute to the welfare of the community stakeholders before proceeding with any projects; and

**WHEREAS**, this mandatory investment includes financial contributions, support of local businesses, and direct involvement in community-driven projects that benefit Eatonville's residents, especially those from historically established families.

### **Section 9.02 - Community-Driven Planning Process**

**a) Non-Political Involvement:** The planning process for any development or municipal project within Eatonville shall be driven by community groups and

stakeholders without direct political influence to ensure that the projects genuinely reflect and fulfill the community's needs.

**b) Native Citizen Participation:** Entities must involve Eatonville citizens, particularly those who are one generation and older, in all planning processes. This participation should be structured to allow these citizens to have significant input and decision-making power .

**c) Empowerment and Protection Protocols:** Develop and implement protocols that ensure every project initiated within Eatonville directly empowers and benefits the community. These protocols shall include measures to protect local interests and heritage against undue external influence and ensure sustainable community development.

## **Article X: Amendments and Protections**

### **Section 10.01 - Amendment Limitations**

**a) Strict Amendment Criteria:** Amendments to this ordinance, particularly those related to community investment and non-political involvement clauses, shall require a higher threshold of approval, ensuring that no changes can be made without extensive community consultation and a supermajority vote from the Oversight Body.

**b) Protection from Repeal:** Safeguard these provisions by setting barriers to their repeal or dilution, including mandatory community referendums for any proposed substantial changes.

### **Section 10.02 - Legal Safeguards**

**a) Legal Defense Fund:** Establish a legal defense fund to protect the ordinance and its enforcement from challenges, ensuring that the community's rights and the integrity of the planning process are upheld.

**b) Annual Review:** Mandate an annual review of the ordinance's effectiveness and the satisfaction of community involvement standards, with potential for adjustments only if they strengthen community protections and benefits.

## **Article XI: Negotiation Process and Implementation Timeline**

### **Section 11.01 - Initiation of Negotiation**

**WHEREAS**, to initiate the negotiation of a Community Benefits Agreement (CBA), a proposal must first be submitted to the Town Council, which will include preliminary plans and the intended benefits for the community; and

**WHEREAS**, upon receipt of the proposal, the Town Council, in conjunction with the Community Benefit Advisory Board, will appoint a negotiation team that includes community representatives, legal advisors, and urban planning experts.

### **Section 11.02 - Data Collection and Analysis**

**a) Data Collection Period:** The negotiation team will have a period of 60 days from the date of appointment to collect necessary data, including community needs assessments, potential impacts of the proposed project, and economic forecasts.

**b) Community Involvement in Data Collection:** Ensure that data collection methods include community surveys, public forums, and open discussions to gather comprehensive input from all segments of the town's population.

**c) Analysis and Report Preparation:** Following data collection, an additional 30 days will be allocated for data analysis and the preparation of a detailed report that outlines the findings and recommendations for the CBA terms.

### **Section 11.03 - Negotiation of Terms**

**a) Drafting the Agreement:** Based on the analysis report, the negotiation team will draft the CBA, addressing key areas such as financial contributions, community development initiatives, environmental considerations, and specific benefits to the townspeople.

**b) Review and Adjustments:** This draft will be reviewed in consultation with the covered entity and subject to adjustments based on further negotiations, ensuring that the agreement aligns with both the developer's capabilities and the community's best interests.



## **Section 11.04 - Community Review and Feedback**

**a) Public Presentation:** The draft CBA will be presented to the public, allowing for a 30-day comment period during which townspeople can provide feedback, suggest changes, or endorse the agreement.

**b) Incorporation of Feedback:** The negotiation team will review the community feedback and make necessary adjustments to the draft CBA to ensure it reflects the residents' preferences and addresses any concerns raised.

## **Section 11.05 - Final Approval and Implementation**

**a) Submission to Town Council:** The final version of the CBA, incorporating community feedback, must be submitted to the Town Council for approval within 15 days after the community review period ends.

**b) Council Decision:** The Town Council will have 30 days to review the final CBA and make a decision. Approval requires a majority vote. If approved, the agreement becomes binding on all parties.

**c) Implementation Timeline:** The CBA shall specify the timeline for the commencement of the project and the phased implementation of community benefits, ensuring timely delivery and accountability.

## **Section 11.06 - Continuous Monitoring and Reporting**

**a) Monitoring:** An oversight body, as established under previous articles, shall be responsible for the continuous monitoring of the agreement's implementation.

**b) Annual Reporting:** The covered entity is required to submit annual reports detailing progress on commitments, challenges encountered, and future plans to ensure ongoing compliance and adjustment to evolving community needs.

## **Article XII: Penalties for Non-Compliance**

### **Section 12.01 - Establishment of Penalties**

**WHEREAS**, to ensure adherence to the terms of the Community Benefits Agreement and to protect the interests of the Town of Eatonville and its residents, penalties for non-compliance will be established as follows:

## **Section 12.02 - Financial Penalties**

**a) Immediate Fines:** Covered entities found in violation of any stipulation of the CBA shall be subject to immediate financial penalties. The scale of the fines will be proportionate to the nature and severity of the breach, and designed to compensate for the oversight and enforcement costs incurred by the town, as well as to offset any potential adverse impacts on the community.

**b) Daily Fines for Continuing Violations:** In cases where non-compliance continues beyond an initial finding of a breach, daily fines may accrue until the violation is rectified. This will ensure that there is a continuous financial incentive to return to compliance swiftly.

## **Section 12.03 - Administrative Penalties**

**a) Suspension of Approvals:** The town may suspend any ongoing approvals or permits related to the project until compliance is restored. This suspension will serve as a deterrent against non-compliance and ensure that no further progress is made on the project while it remains in violation of its obligations.

**b) Revocation of Approvals:** In severe cases of non-compliance, or when a pattern of violations is evident, the town reserves the right to revoke all previously granted approvals or permits for the project. This revocation would effectively halt the project, requiring the covered entity to undergo the approval process anew, contingent upon proving its commitment to full compliance.

## **Section 12.04 - Legal Actions**

**a) Legal Recourse:** The town may pursue legal actions against covered entities for breaches that cause significant harm to the community or when financial or administrative penalties are insufficient to remedy the situation. Legal actions may include seeking injunctive relief to stop certain activities, or lawsuits to recover damages and remediation costs.

**b) Contractual Remedies:** The CBA will include specific contractual remedies that can be invoked in the event of non-compliance, including but not limited to, the right to demand specific performance of contractual obligations or to seek remedies for breaches that impact the town or its residents.

## **Section 12.05 - Remedial Actions**

**a) Corrective Plans:** In addition to imposing penalties, the town may require the entity found in non-compliance to submit and implement a corrective action plan. This plan must outline the steps the entity will take to return to compliance, the timeline for implementing these measures, and strategies to prevent future violations.

**b) Community Restoration:** If a violation has led to adverse effects on the community, the covered entity may be required to fund or directly implement community restoration projects as part of its corrective actions.

## **Section 12.06 - Publication of Violations**

**a) Transparency:** All findings of non-compliance and the corresponding penalties imposed will be made public through the town's official communication channels. This transparency aims to inform the community about enforcement actions and deter potential violations by increasing public awareness of the consequences.

# **Article XIII: Rent Control Measures**

## **Section 13.01 - Purpose and Intent**

WHEREAS, to preserve the affordability of housing in the Town of Eatonville and to prevent the displacement of long-term residents due to rising rental costs, the Town Council hereby enacts these rent control measures; and

WHEREAS, these measures are intended to work in conjunction with the local housing authority to regulate rent increases within the town, ensuring that housing remains affordable for all residents.

## **Section 13.02 - Definitions**

**a) Controlled Rental Units:** Refers to housing units within the Town of Eatonville that are subject to the provisions of this rent control ordinance.

b) Base Rent: The rent amount charged at the time this ordinance becomes effective, which shall serve as the baseline for calculating future rent increases.

c) Allowable Rent Increase: The maximum percentage by which rent can be increased annually, as determined by this ordinance.

### **Section 13.03 - Applicability**

This ordinance applies to all rental units in the Town of Eatonville, except for:

a) Newly constructed units that are less than 15 years old.

b) Units that are owned and operated by the government or its agencies.

### **Section 13.04 - Rent Increase Limitations**

a) Annual Increase Limit: Landlords shall not increase rent for controlled rental units by more than 3% of the base rent or the percentage increase in the Consumer Price Index (CPI), whichever is lower, per annum.

b) Hardship Allowance: Landlords may apply for permission to increase rent beyond the set limits due to proven financial hardships or significant improvements made to the rental units that justify such an increase.

### **Section 13.05 - Collaboration with Local Housing Authority**

a) Regulatory Oversight: The local housing authority shall be responsible for overseeing the implementation of rent control measures, including the registration of all controlled rental units, monitoring rent increases, and enforcing compliance.

b) Tenant and Landlord Education: The local housing authority will also provide educational resources to both tenants and landlords about their rights and responsibilities under this rent control ordinance.

### **Section 13.06 - Dispute Resolution**

a) **Rent Control Board:** Establish a Rent Control Board, comprised of representatives from the local housing authority, landlords, and tenants, to hear and resolve disputes related to rent increases and other related issues.

b) Appeals Process: Landlords or tenants who disagree with the decisions of the Rent Control Board may appeal to the Town Council for a final decision.

### **Section 13.07 - Reporting and Review**

a) Annual Report: The local housing authority shall submit an annual report to the Town Council detailing the administration of rent control measures, including trends in rent increases, disputes resolved, and recommendations for any adjustments to the ordinance.

b) Periodic Review: The Town Council shall review the effectiveness of the rent control ordinance every five years to determine if adjustments are needed based on housing market conditions and economic factors.