



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING

SPECIAL MEETING MINUTES

Monday, January 5, 2026, at 6:00 PM

Town Hall – 307 E. Kennedy Blvd.

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

CALL TO ORDER AND VERIFICATION OF QUORUM:

Vice Mayor Washington called the meeting to order at 6:00 p.m. and a quorum was established by Ms. Bellenger.

PRESENT: (5), Councilman Tarus Mack, Councilwoman Wanda Randolph, Councilwoman LaDwyana Jordan, Vice Mayor Theo Washington, Mayor Angie Gardner (arrived late at 7:30p.m.)

STAFF: (8) Marlin Daniels, **Interim Chief Administrator Officer**; Cliff Shephard (By Zoom), **Town Attorney**; Marissa Bellenger, **Records Coordinator**; Michael Johnson, **CRA Executive Director**; Attorney Greg Jackson, **CRA Attorney**; Shakeila Johnson, **CRA**; Valerie Mundy, **Public Works Director**; Chief Stanley Murray, **EPD**

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation through a moment of silence led by Vice Mayor Washington followed by the Pledge of Allegiance.

Before Citizen Participation, Ms. Bellenger makes opening remarks on the behalf of Mayor Angie Gardner. Tonight's special meeting and tomorrow's regular council meetings, are dedicated in honor of former Mayor Eddie Cole.

CITIZEN PARTICIPATION – (3)

Joyce Irby – (*Angela Thomas yielded her time to Ms. Irby, allowing her two additional minutes*) Ms. Irby shares that she is concerned about stability. She feels like a citizen who is trapped in emotional feelings and not facts. We have to handle the town as people's business, but the council is upset at the Mayor. The founders of Eatonville went through humiliation but kept moving forward. Ms. Irby references the ill-feelings toward Baker-Barrios, but the town needs the relationship. Contracts are intentionally vague and the Town Council does not like the contract. Irby quotes public comments made by another resident in a previous meeting on how to move forward.

N.Y. Nathiri – I am here representing my family who are third generation "Eatonvillians." Nathiri asks the council if they have thought about purchasing the land themselves—not from the town's budget but rather other resources. The draft contract between OCPS and Dr. Phillips Charities insinuates they are going to help the town. Nathiri encourages the council to be aggressive.

John Beacham – Fifteen years ago, God had a vision for me regarding Eatonville. The town is Black heritage and gave Black people freedom and pride. This land has the fingerprints of slaves. Joe Clark envisioned a freedom colony. They tore Hungerford down to make it look like erasure. We are not dying and Eatonville remains to be about the people.

COUNCIL DISCUSSION/DECISION:

Discussion of the Drafted Contract between OCPS and Dr. Phillips Charities on the Hungerford Property – Vice Mayor Washington states that before discussion, he would like CRA Executive Director Michael Johnson to present his presentations on the Hungerford Property and drafted contract. Michael Johnson presents “OCPS and the Hungerford Property: Ownership, Use, and Disposition of the Hungerford Trust Lands.” Mr. Johnson summarizes the origins of the Hungerford property, established in the late 19th century, and the scope of protections of the land which was under a charitable trust framework. In 1951, Orange County Public Schools purchased the property which was challenged in a 1952 Florida Supreme Court case, *Fenske v. Coddington* (1952). The Florida Supreme Court upheld OCPS’s ability to operate the property as a public school. The school operated as a segregated public school serving Black students until the 1960s when it evolved into different instructional and vocational programs. During the 1960s, OCPS also sold parcels of the land for the construction of I-4, which physically divided Eatonville. From the 1960s onward, OCPS sold substantial portions of the property, reducing 300+ acres to roughly 100 acres. In 2009, OCPS closed the Hungerford campus. In 2022, a settlement approved releasing remaining use restrictions on the land which cleared the path for non-educational redevelopment. The next year, OCPS attempted to sell the land to a private company for development which failed due to public opposition and litigation. In 2025, OCPS approved a MOU to transfer the remaining land to a Private Not-for-Profit despite the Town of Eatonville’s rejection. This marked OCPS final exit from Hungerford Property ownership. Michael Johnson continues with his second presentation titled, “Clear, policy-driven justification explaining why both Orange County Public Schools (OCPS) and the Town of Eatonville should reject the contract offer by Dr. Phillips, Inc. to purchase surplus OCPS land located within the Town of Eatonville.” Mr. Johnson begins by stating the executive summary of his presentation: Eatonville is the oldest incorporated African-American municipality in the United States and preservationists view the land as “sacred” and essential to the town’s cultural and economic survival. Eatonville is one of the clearest living embodiments of Booker T. Washington’s vision as laid out in *The Negroes in Business* (1907). In this book, Washington stated that political power should grow out of economic strength, rather than precede it. Mr. Johnson then discusses potential revenue loss and tax roll impact if the sale between OCPS and Dr. Phillips were to happen. Johnson states that because Dr. Phillips Charities is a non-profit, its developments would not pay property taxes. Moreover, Dr. Phillips plans to develop a green space, town hall, museum, and early learning center are non-revenue producing assets. The town is also vulnerable to the practice of social engineering due to its small size, historic Black land base, surrounding regional growth pressures, and its symbolic and cultural significance. In Eatonville, social engineering often appears as: (1) External entities acquiring land “for the public good;” (2) Decisions framed as financially rational or philanthropic; (3) Public land quietly shifting to private or external control. These social engineering practices result in loss of municipal leverage, fragmentation of the Town’s land base, and the reduced ability to plan for future generations. This mirrors historic patterns where Black towns lost land increasingly through mass displacement. Modern social engineering does not look like segregation laws but rather administrative efficiency, philanthropy without accountability and planning without history. For Eatonville, recognizing social engineering is about: (1) Protecting municipal sovereignty; (2) Keeping public land public; (3) Ensuring decisions are made by the Town, not merely near it. While Dr. Phillips Charities plans to also develop a community hub/health care facility, there are multiple health care options within a 10-mile radius of the Town. In addition, there are plans to develop affordable housing in the town. Mr. Johnson states that they will negatively impact the Town’s tax base. Instead, what Eatonville needs is: (1) Market-rate or mixed-income housing; (2) Commercial or institutional uses that pay taxes; (3) Homeownership pathways; (4) Land control to sequence development; and (5) Revenue-producing parcels before civic amenities. Johnson also lists how new development can put a strain on municipal services such as infrastructure maintenance, public safety, and cause economic stagnation. Mr. Johnson continues with his presentation by listing objections to the sale. The sale to Dr. Phillips would turn public land into private, whereas transferring land to the Town of Eatonville would keep the land in public ownership while advancing education, redevelopment, housing and preservation. In addition, a sale to Dr. Phillips undermines Eatonville’s municipal

and CRA authority. The Town of Eatonville, through its CRA, is legally charged with: (1) Assembling land to address historic disinvestment; (2) Supporting community-serving redevelopment; (3) Preserving cultural and historic resources. A private purchase by Dr. Phillips Charities would: (1) Fragment redevelopment opportunities; (2) Limit the Town's planning authority; (3) Create future land-use conflicts; and (4) Reduce eligibility and competitiveness for grants. Moreover, from the perspective of OCPS, approving a private sale: (1) signals that OCPS prioritizes short-term revenue over public benefit; (2) Undermines OCPS equity, diversity, and community-partnership commitments; (3) Exposes OCPS to criticism for enabling displacement dynamics; and (4) contradicts best practices for stewardship of surplus assets. By contrast, transferring land to Eatonville positions OCPS as a partner, demonstrates leadership in equitable land stewardship, and aligns with statewide and national trends favoring public-purpose reuse. A one-time private sale produces no recurring public value and does not serve OCPS students directly. On the other hand, an intergovernmental transfer allows Eatonville to leverage state, federal, and philanthropic funding while producing compounding community returns and strengthening the tax base over time. Johnson continues with justifications for returning OCPS Surplus Property: (1) retention of surplus public land undermines Eatonville's foundation model; (2) Eatonville bears a unique historical burden not shared by other municipalities; (3) OCPS has an ethical obligation to support, not impede, historically Black communities; (4) Eatonville is best positioned to use the land for public benefit; (5) returning the surplus land advances equity without financial harm to OCPS; and finally (6) returning the land restores the original promise. The Town of Eatonville Community Redevelopment Agency recommends that: (1) OCPS table this item and allow the Town Council and Dr. Phillips Board of Directors to work out a true public/private partnership contract which benefits all and addresses concerns OCPS would have; (2) OCPS reject the contract presented by Dr. Phillips in its entirety; (3) exercise authority under Florida Statutes 1013.28 which allows consideration of public purpose and intergovernmental transfer of surplus property; (4) separate the Hungerford Property from the 17-acre site allowing Dr. Phillips to move forward with the with taxable commercial development, no multi-family development, no non-paying tax-exempt development, no more than 40 affordable housing units, a town center component, and provide the Town of Eatonville the original Hungerford Prep School 18-acre site for use to be determined by the Town; and (5) allow the lease purchase with the TOE on the 17-acre site and 18-acre High School site with no restrictions. Mr. Johnson ends his presentation with a list of questions, including answers which were provided to Council members in a handout. (*Council gets an opportunity to discuss the Drafted Contract on the Hungerford Property*) Councilman Mack – I appreciate Director Johnson coming and giving us the information that we needed. This is a business that we are running and what is more telling, to me, is that the Mayor is not here. We are dealing with a situation that she created. This is a critical moment, the master plan included. The MOU was created by Mayor Gardner and was conducted behind closed doors. We are an independent government—where is the respect? The master plan does not give us tax revenue. Mayor Gardner is serving us injustice. The Hungerford Property is prime real estate, and it is ultimately up to the people. I served under the leadership of Mayor Eddie Cole and will continue to fight harder regarding this issue since he passed. We need strong infrastructure in order to operate. In regard to affordable housing, it will not support the Town, taxpayer-wise. I am willing to work with Dr. Phillips and OCPS collectively. Councilman Mack requests that OCPS give the property to the Town. He states that OCPS is trying to disenfranchise the community. If there are those that would like to help us, I invite them to help. Mack states that he is in favor of the draft contract being tabled. Vice Mayor Washington asks Councilwoman Jordan if she has any comments regarding the agreement. Councilwoman Jordan – Thank you Director Johnson for your presentation, and to those in attendance including School Board Member Stephanie Vanos and elected officials. I feel like the Town has been sold out. We are not compromising with this deal. If we control the land, we control the plan. We will not be erased. Councilwoman Randolph – Thank you for having a special meeting and Director Johnson for his presentation. We are here tonight because OCPS is having a session tomorrow. The draft contract presented gains no respect to the Town of Eatonville. I do not know of any contractors that are interested in being a developer to come to your town then draft something and leave you out. As far as leadership is concerned, it should not have happened and the Council should have been

included. I agree with everything Councilman Mack and Councilwoman Jordan stated. Councilwoman Randolph asks Attorney Shepard about the lease purchase agreement. Attorney Shepard states that the lease purchase agreement was sent to OCPS in 2024 and they never responded to it. Councilwoman Randolph states that she likes the lease agreement draft. She believes that the most important thing is getting control of the land with 100% ownership. Councilwoman Randolph shares her reasonings for supporting the 2024 lease agreement which include OCPS transfer of the surplus property to the Town, a 90-day extension signing period for the Hungerford Property Lease Purchase contract, and for the September 30, 2025, MOU to be rescinded due to it being an agreement without Town Council involvement or approval. (**Mayor Gardner arrives**) Councilwoman Randolph states that commercial development is what the Town needs. The amenities such as the green space and museum are not going to help us being they are tax exempt. Tonight, we need to focus on how we can get control of this property. Vice Mayor Washington – The MOU should have been given to the Council. I will be in attendance at the OCPS meeting tomorrow. Mayor Gardner states that she did not approve the MOU but rather acknowledged it. She states that she supports the drafted contract. Mayor Gardner – We keep discrediting representatives and town residents who worked on the Master Plan. If you get the land, what is the plan? That land has sat there long enough. The best for the Town is to move forward with the transaction. Vice Mayor Washington asks Mayor Gardner if she believes the deal would have gone through if the Council had made a vote? Mayor Gardner – I believe that OCPS wanted to find a way to give the land to the town. I believe Council would have given the land to the CRA which would concern me because there is no plan. Vice Mayor Washington – The CRA typically does land acquisition. Mayor Gardner – There is no development experience. A master plan is not a tool and the work does not stop after it is completed. Vice Mayor Washington states that no one has come in to talk with the Council. Mayor Gardner references a request made by Councilwoman Randolph for Baker Barrios not to come in. Councilwoman Randolph – Why has the master plan not been delivered to Council? Discussions have been going on for a year and came to us at the last minute. Councilwoman Randolph asks Mayor Gardner why she signed the MOU? Mayor Gardner states it was an acknowledgement. Councilwoman Randolph speaks on affordable housing. Most in attendance at the master plan meetings were not residents. The sessions have not been effective because information has not been accurately disseminated. Mayor Gardner – According to the contract, Dr. Phillips Charities will utilize an advisory board. This contract does not cover all of the land. The master plan will be the guiding document. You cannot base future revenue based on the contract. Executive Director Michael Johnson – The MOU is the preface for tomorrow's OCPS meeting and next week. The master plan is not official until Council adopts it. They are basing their decision on something that is not real. The only reference to commercial development in the contract is a hotel. Mayor Gardner – The contract does not cover all of the acreage. In addition, \$4.1 million is being given to the town for attainable housing. Vice Mayor Washington allows Councilman Mack to speak. Councilman Mack – I am glad you (Mayor Gardner) were able to make it tonight, especially since you are the mayor and CEO of this community. Do you think it was okay for you to go behind this Council's back, as well as the community, and create an MOU with Dr. Phillips Charities and OCPS? Mayor Gardner – I did not create the MOU. Councilman Mack – Do you think it is okay to do what you did? Mayor Gardner – Given the information and my position, yes. I would have loved for this to be an open discussion. Councilman Mack – At the end of the day, Council are the ones who make the decisions. What you did was not right. Councilman Mack asks Mayor Gardner if the attorney was involved in her decision. Mayor Gardner responds that he was not. Councilman Mack asks why Mayor Gardner chose not to have the CAO address or email Council regarding the decision. Mayor Gardner – At an OCPS meeting, they stated that they did not want many hands involved. It was done quietly because of the parties involved. Councilman Mack – You disregarded the Council and community by shifting away from us. CAO Marlin Daniels suggests that Council offers directives for tomorrow's meeting.

Vice Mayor Washington MOTIONS to REQUEST that the Town Attorney, Chief Administrative Officer, CRA Executive Director, and the Town Planner be present at the OCPS Work Session meeting. Moved by Councilman Mack, second by Councilwoman Randolph. AYE: ALL. MOTION PASSES, 5/0. Comments/Questions: Mr. Daniels asks for clarification on the directive for tomorrow's meeting.

Councilman Mack would like to request an extension. Councilwoman Randolph adds that the extension should be for 90 days. She also requests that they reintroduce the lease agreement made in 2024 for the purpose of acquiring the entire property. Attorney Shepard – We are asking them [OCPS] to do something they have had an opportunity to weigh in on. Mr. Johnson only presented half of the story. If we were to oppose the contract, we still are not a party in the agreement. It would be better to sit down with Dr. Phillips since OCPS will not. I would like to see OCPS grant us some time. What happens if they say no to an extension? Councilwoman Randolph – We should aim to get control of the land and get a developer consultant. Dr. Phillips can build as long as we control the land. Attorney Shepard – We need to have individual discussions and work together to figure out a plan to make revenue. With the Council's permission, I would like to call the OCPS attorney and School Board Chair Theresa Jacobs. Councilman Mack thanks Attorney Shepard for his opinion. Mack states that he hopes School Board member Vanos, who is in attendance, will take everything into consideration and be mindful of everything that is at stake. Vice Mayor Washington states that he would like Attorney Shepard to speak with OCPS' counsel and Chair Jacobs. Councilwoman Jordan states that she hopes School Board Member Jacobs will speak favorably in terms of Council's ask for a 90 day extension. State representative Anna Eskamani is here as well, and if you can offer any input on behalf of the Town, we would appreciate it. Jordan also asks that the residents of Eatonville show up tomorrow in support. Vice Mayor Washington adds that representative LaVon Bracy and a representative from Congressman Maxwell Frost's office are also in attendance tonight.

ADJOURNMENT Vice Mayor Washington Motions for Adjournment of Meeting; **moved** by Councilman Mack; **second** by Vice Mayor Washington; **AYE: ALL, MOTION PASSES.** Meeting Adjourned at 8:30pm.

HANDOUTS: "The Basis of Rejecting the OCPS/Dr. Phillips Contract" Questions/Answers

Respectfully Submitted by:
 Signed by:
 Veronica King
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 Veronica L King, Town Clerk



APPROVED
 Signed by:
 Angie Gardner
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 Angie Gardner, Mayor