

# HISTORIC TOWN OF EATONVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

\*\*PLEASE NOTE LOCATION CHANGE\*\*

#### **AGENDA**

Thursday, August 15, 2024, at 6:30 PM Denton Johnson Center 400 Ruffel Str.

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION AND PLEDGE OF ALLEGIANCE
- IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)
- V. CONSENT AGENDA
  - **1.** Approval of CRA Board Meeting Minutes 6-20-2024 (**Clerk Office**).

#### VI. PRESENTATION/DISCUSSION

2. Presentation on the Town's Hiring Policy and Practices. (Administration)

#### VII. BOARD DECISIONS

- 3. Approval of Resolution CRA-R-2024- 24 Contract with the GAI Consultants' Community Solutions Group for Professional Planning Services for the Eatonville CRA Plan (Administration)
- 4. Approval of Resolution CRA-R-2024-30 Terminating Resolution CRA-R-2023-2 and the Interlocal Agreement between the TOECRA and the Town of Eatonville Florida (**Administration**)
- 5. Approval of Resolution CRA-R-2024- 31 Approving funding for a special event on September 21, 2024, in the amount of two thousand dollars (\$2,000.00). (Washington)

#### VIII. STAFF REPORTS

- IX. BOARD REPORTS
- X. ADJOURNMENT

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#### \*\*PUBLIC NOTICE\*\*

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



#### HISTORIC TOWN OF EATONVILLE, FLORIDA

#### REGULAR CRA MEETING

Denton Johnson Center 400 Ruffel Str. (ADJUSTED LOCATION)

#### JULY 18, 2024, 6:30 PM

#### **Cover Sheet**

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

<u>ITEM TITLE:</u> Approval of CRA Board Meeting Minutes – 6-20-2024 (Clerk Office).

#### **COMMUNITY REDEVELOPMENT ACTION:**

| CRA DECISION   |     | Department: LEGISLATIVE (CLERK OFFICE)  |
|----------------|-----|---|
| CONSENT AGENDA | YES | Exhibits: (CRA Board Meeting Minutes:  - Thursday, June 20, 2024, 6:30 p.m. (CRA Board Mtg) |
| NEW BUSINESS   |     | Thansauj, vane 20, 2021, ole o pinn (Crait Board 1719)                                      |
| ADMINISTRATIVE |     |   |
| CRA DISCUSSION |     |   |

**REQUEST:** Approval of meeting minutes for the CRA Board Meeting Minutes held on the dates indicated below:

-Thursday, June 20, 2024, 6:30 p.m.

**SUMMARY:** The CRA Board Meeting scheduled for the 3rd Thursday, June 20, 2024, at 6:30 p.m. Meeting minutes have been transcribed for record purposes.

**RECOMMENDATION:** Approval of the CRA Board Meeting held on Thursday, June 20, 2024, at 6:30 p.m.

FISCAL & EFFICIENCY DATA: N/A



# HISTORIC TOWN OF EATONVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

#### **MEETING MINUTES**

Tuesday, July 18, 2024, at 6:30 PM

Town Hall (Board Chamber) - 307 E Kennedy Blvd. 32751

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

**CALL TO ORDER** – Chair Randolph called the meeting to order at 6:30 p.m.

\*\*Recording Stopped

**ROLL CALL** – Quorum was established through roll call by the Town Clerk

**PRESENT**: (6) Chair Wanda Randolph, Director Tarus Mack, Director Rodney Daniels, Director Theo Washington, Director Angie Gardner, Director Ruthi Critton (Absent: Vice-Chair Donovan Williams)

STAFF: (2) Veronica King, Town Clerk, Greg Jackson, Attorney

#### INVOCATION AND PLEDGE OF ALLEGIANCE

Chair Randolph led the invocation through a Moment of Silence followed by the Pledge of Allegiance

**APPROVAL OF AGENDA (Added) - Chair Randolph motion** to **APPROVE** Meeting Agenda; **moved** by Director Daniels; **second** by Director Critton; **AYE: ALL, <u>MOTION PASSES</u>**.

#### **CITIZEN PARTICIPATION – (2)**

Julian Johnson – Yielded his time to Nia Williams-Brown

Nia Williams-Brown – (Farmer's Night Manager) We are delighted to share the success of our recent kickoff event held in the town hall parking lot, showcased forty Black businesses in an environment reminiscent of a family reunion. The overwhelming community response has inspired us to further empower Eatonville to own its historical legacy and foster economic growth. To support this vision, we have previously offered our resources to assist the Town of Eatonville Community Redevelopment Agency (TOECRA) as contractors in the areas of community engagement and with Eatonville's procurement processes. The goal is to attract culturally competent employees who understand and can contribute to the unique community needs. We are eager to collaborate with TOECRA to specifically market to Eatonville residents and aid in the process of creating licensed business owners who can join our market and flourish. We envision the community being at the forefront of the brick-and-mortar developments, accompanying the spread of economic growth in the area. The market will be held on the first Saturday of every month at the Town Hall from 5 to 9 p. m. We cordially invite you and your families to join us in celebrating Black economic ownership in an environment designed for the community to thrive. We respectfully request your support and funding for this initiative, which we believe will significantly contribute to the economic and cultural vitality of Eatonville.

CONSENT AGENDA: Chair Randolph motion to APPROVE Consent Agenda Approving CRA Board Meeting Minutes for 6-20-24 and 7-2-24 with necessary corrections at the next meeting (if needed); moved by Director Daniels; second by Director Mack; AYE: ALL, MOTION PASSES. Notes: The Minutes for the CRA Meeting for 6-20-24 and 7-2-24 were provided to the board at the meeting with three options: can read them, approve for future amendments, or to table the minutes and bring it back to the next meeting.

#### **BOARD DISCUSSIONS:**

<u>Discussion of the TOECRA Bylaws</u> – A copy of the current bylaws along with the amended proposed bylaws were given to the board. Legal discussed the changes made in the amended draft related to the vice chair (Article 3, Paragraph 3.3), the bylaws were previously changed July 2023, do not believe there is a reason to change them within a 12-month period, was asked to clarify some language. There were some concerns about the majority versus supermajority vote and meetings being called by the executive director and the chair taking the power away from the board, inclusive of a democratic process. Board Daniels requests changes to section 3.6 (Treasurer), the CRA finances should also be held in the town, the town's financial person should be the Chief Financial Officer over financials within the town, this would provide the necessary checks and balances needed for both the CRA finance director and town's financial directors when overseeing the financials; would like to have a side-by-side comparison. Director Gardner suggested the supermajority vote when there is no cause, to stop the pattern of just terminating or provoking the resignation of executive directives, putting in place a process that is serious about keeping qualified persons in positions. Director Washington would like to see the CRA manage the CRA Finances not the town and that the executive director manage the agenda and someone else do the minutes, the CRA should the business of the CRA. The clerk emphasized that if someone else is appointed to put together the agenda, the packet and the minutes, for record keeping purposes as the custodian of the town, the information will be needed for managing all records. Board members are asked to send in recommendations for inclusion in the revised draft. Vice Chair Williams stated his desire to see changes to Article 3, Section 3.3. Changes to the next draft will be bolded and underlined. Director Daniels requests a copy of the draft of Bylaws from the June 16, 2024, meeting provided by the Executive Director. Chair Randolph referenced and suggested adding language to section 3.4 (Executive Director) establishing parameters when there is a vacancy with the executive director; also to clarify language for section 3.3, (Legal) the drafted language gives a clear procedure in process as to what qualifies as absence, disqualification, reservation, suspension, death, or disability that would then allow the vice chair to sit in the executive director's chair until such time the appointment period comes back at the end of the calendar year, per the bylaws. Director Mack agrees with the supermajority vote because of the transition of moving the director anytime there is a new cycle of elections. Director Washington would like to add language that speaks to not waiting to December to appoint someone in the absence of chairman or vice chairman due to death or any other reason, making appointment at the next meeting. (Legal) the bylaws tell you who becomes chair; the draft amendment addresses the Vice Chair stating that the town council shall appoint a vice chair from among the existing board members at a regular or special meeting to be held within 30 days of being notified by the token board of the vacancy of the vice chair. Director Daniels inquired about everyone submitting their changes to the executive director and requested a copy of the draft bylaws from the former executive director. The board would like to workshop the bylaws at the next meeting (August 15, 2024) at 5:30 p.m. Legal suggest changes be made using the current bylaws, the changes can be redlined to see what the changes are.

#### **BOARD DECISIONS:**

<u>Approval of Resolution CRA-R-2024-28 Adopting Budget Amendment for "The Circuit" Performing Arts & Entertainment Event Center Grant Program Funding. (Administration)</u> (Preamble Read) <u>Chair Randolph motion</u> to <u>APPROVE</u> Resolution CRA-R-2024-28 Adopting Budget Amendment for "The Circuit" Performing Arts & Entertainment Event Center Grant Program Funding; <u>moved</u> by Director Mack; <u>second</u> by Director Gardner; **AYE: ALL, <u>MOTION PASSES.</u> Discussions/Comments:** Funding has been awarded, in the process of pre-issuing a check for \$250,000, a million dollars. There will be four increments of \$250,000. This item is to create a budget line item for the funds to be received.

Approval of Resolution CRA-R-2024-29 Authorizing the Chair to Act as Executive Director for the Purpose of Maintaining the Day-to-Day Duties or Until an Executive Director is Hired by the TOECRA Board. (Preamble Read) Chair Randolph motion to APPROVE Approval of Resolution CRA-R-2024-29 Authorizing the Chair to Act as Executive Director for the Purpose of Maintaining the Day-to-Day Duties or Until an Executive 2 of 4 07182024CRAMeetingMinutes

Director is Hired by the TOECRA Board; moved by Director Mack; second by Chair Randolph; ATE; Chair Wanda Randolph, Director Rodney Daniels, Director Angie Gardner, Director Ruthi Critton NAYE: Director Mack, Director Washington; MOTION PASSES. Discussions/Comments: July 5, 2024, was the day of the Executive Director, twelve applications received; Director Mack wants to start the interviewing process and hire someone immediately. Director Daniels believes that Chair Randolph is capable of acting as the executive director until someone is hired. The position is posted for 30 days and is not closed (Posting Date: July 9). Director Washington has an issue with an elected official doing the day-to-day; concerned about section four being included in the resolution allowing the power to hire over the board. (Legal) resolution reads that the executive director, with the approval of the board can hire and set compensation for necessary employees of the TOECRA, suggesting that the language mirrors the language that is in the bylaws. Legal will provide language on employment hiring laws and practices. Director Mack inquired about the information gathered from the clerk (shared the closing date for the position). Legal stated to close the time period to accept applications before a period that has been posted would be problematic, does not mean that you cannot interview or speak to potential applicants. Director Washington stated that the CRA has been without an executive director for years and never had this issue. Director Critton expressed the importance of due diligence when interviewing applicants for the position and inquired about the process should someone not be hired after the thirty days as indicated (the resolution states until someone is hired). Board members are asked to fill out the score sheets, score your people, turn scores into Human who will in return determine the top five. Director Gardner suggested interviewing the top-rated applicants in the first group of applications.

#### **BOARD REPORTS:**

**Clerk (Veronica King)** – Have available the drafted bylaws from June 20, 2024 (provided to the board); gave a reminder about the photo opportunity in the lobby for Christmas in July.

Attorney (Greg Jackson) - No Report

**Director Angie Gardner** – Thank you everyone for coming

**Director Theo Washington** – Acknowledged the success of the farmer's night market, would like for the CRA to provide funding support in the future to help bring people to the community.

**Director Ruthi Critton** – Recognized the success of the farmer's night market, would like for the CRA to provide funding support; it inspired some cultural and economic development.

**Director Tarus Mack** – Believes that the CRA is in a crisis, possibly expiring in three years if the board does not get it together; making a notion that an executive director is not needed make any sense; expressed a concern about an email received stating that a director (present or past) is making assumptions without facts, mentioning of name unless you got facts is called defamation of character; invite the citizen to participate in citizen participation; desire for the town to grow and go to another level of prosperity. Suggest using the \$500,000 grant to put a police community center on the Dixon property. Challenged the board to come up with five things they would like to see happen in the town; Director Mack would like to see economic growth and that the youth get what they need. Mentioned a program that would benefit the town by offering an amphitheater and a recreation center for the youth (like Cranes Roost). Come to these meetings, be attentive, be engaged in what is going on in the community. Eatonville is at large out of the 11 in this country, a Black community established August 15, 1887, founded by 27 men that had a vision. The town has resources, money that is not spent because of disagreement, by not suggesting hiring an executive director, the CRA and town have been given an injustice, especially the taxpayers that paid us. The job is to work for the people ensuring every resource possible is afforded in moving the town forward. The board needs to do a better job legislating, making decisions because the people chose us.

**Director Rodney Daniels** – Did not see the purpose of the resolution, because in the absence of the executive director the chair assumes those roles, when hiring, the request comes to the board. There must be more people involved with the process of hiring, it takes a process to find the right person to be in these positions, do your homework. Economic growth is the process by which a nation or community wealth increases over time. The night market will get the support but must show where the money is going, will it help with the piping, will help

pay for an officer? We pay out but will come back to the town, want to see tangible results not just wor<del>d or mount,</del> do not want organizations taking advantage of the town because they see a need, want to see how the town will benefit from these events, are they paying for police, permits, electricity, or are they given a portion of the proceeds? (Director Washington) Piping is infrastructure, there is money for infrastructure (millions in infrastructure), the CRA is supposed to bring people to your community, there were fruits and vegetables at 1887 Night Market.

Vice Chair Wanda Randolph – All elected board members have to go to TD Bank to do new bank cards (as a bank check signer), there is one new board member (Tarus Mack) – in Winter Park (corner of Webster and 17-92); the Fiscal Coordinator (Laurie Nossair) was hired from a private agency at \$42/hour, made changes to reduce the cost by half by hiring her as an employee, she has been hired since May and is very qualified to do the work. She was a deputy municipal clerk for the city of Orlando and knows about government, she knows about grants and about the appropriations of funds and managing the accounts, thanks to staff for all the support; Acknowledged the success of the night market, it may not have an economic impact at this particular time, but there needs to be a return on our investment, it is an awesome event, appreciate the organizers; David Barany was invited to podium to give an update on Club Eaton (photos have been displayed, an emergency partial demolition had to be done due the asbestos study that revealed the asbestos panels which required the overhang to be removed, the work was strictly monitored by Ms. Rose, permits were pulled, with the proper communication (including emails). Demolition is a dirty thing to do and would have loved to invite everyone to do a walkthrough. The demolition had to happen to move forward, it was impossible to enter through the door because everything was collapsable, the original walls were kept, and the reconstruction process can begin. More could have been done to get information out to the citizens; The building there is the way it used to be and now you can see the diamond shaped original windows dated from 1947. Question: should it be restored to the absolute original shape, form, or as close as it is possible? Should it be built back to the six-edition version, which was really like a bar which is the easiest thing to do. Paid \$70,000 (own money) for a third-party consultation firm, a professional grant writer, and for a specialized grant attorney, gave an invitation the CRA showing maximum good faith, turning it into a joint venture, showing true intentions in working with the town, without the town this could never happening. The total completion costs are approximately two and a half million dollars. Restored a 1910 building, (the boarding house), sold it and money, the money is going towards this building (Club Eaton), also sold the laundromat to a real pharmacy, it is coming but pending permits. All proceeds go back to the non-profit and to this project (passion project), the building is over 50 years old but not listed on the historic registry; want to provide an updated version of what it used to be with a lot of cultural flair, live music event embracing African American history as a staple. (Agenda) The clerk clarified that agenda items come to the clerk's office and get put on the agenda.

**ADJOURNMENT** Chair Angie Gardner Motions for Adjournment of Meeting (**Moved** by Director Mack; **Second** by Director Critton; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:35 P.M.** 

| Respectfully Submitted by:  | APPROVED              |
|-----------------------------|-----------------------|
|                             |                       |
| Veronica L King, Town Clerk | Wanda Randolph, Chair |



#### HISTORIC TOWN OF EATONVILLE, FLORIDA

#### **REGULAR CRA MEETING**

Denton Johnson Center 400 Ruffel Str. (ADJUSTED LOCATION)

#### **AUGUST 15, 2024, AT 6:30 PM**

#### **Cover Sheet**

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

**ITEM TITLE:** Presentation on the Town's Hiring Policy and Practices.

(Administration)

#### **COMMUNITY REDEVELOPMENT ACTION:**

| CRA DECISION                  |     | Department: ADMINISTRATION |
|-------------------------------|-----|----------------------------|
| CONSENT AGENDA                |     | Exhibits:                  |
| NEW BUSINESS                  |     | • N/A                      |
| ADMINISTRATIVE                |     |                            |
| CRA DISCUSSION (PRESENTATION) | YES |                            |

**REQUEST:** Presentation/Discussion of the Town's Hiring Policy and Practices.

**<u>SUMMARY:</u>** The TOECRA Board of Directors desires to learn and understand the Town of Eatonville's current Hiring Policy and Practices. A presentation will be presented by Nichole Washington and will cover the following:

- **Recruitment and Sourcing:** Discuss the platforms used to attract candidates, such as job postings, social media, and employee referrals.
- Candidate Screening and Selection: Explain how to review resumes, conduct initial assessments, and create a shortlist of candidates.
- **Interviewing:** Describe different interview formats (e.g., in-person, virtual), effective question types, and evaluation criteria.
- **Conclusion:** Summarize the key steps in the hiring process and emphasize the importance of a well-structured recruitment strategy.

**RECOMMENDATION:** Staff is recommending the Board of Directors hear and discuss the Town's Hiring Policy and Practices.

FISCAL & EFFICIENCY DATA: None.





# Community Redevelopment Agency Executive Director

**Department: Community Redevelopment Agency (CRA)** 

**Salary Range: \$65,000 - \$75,000** 

**Classification: Full time (Exempt)** 

The Community Redevelopment Agency Executive Director is responsible for the management and administration of the operations of the Agency. The Executive Director is a highly responsible position that oversees a wide variety of redevelopment and economic development activities that include fiscal operations, policy making, capital project administration, CRA program management, redevelopment plan implementation, property acquisition, business incentives, new business development, business attraction and retention, special events and activities as well as oversees the management and maintenance of CRA-owned and maintained properties. This position also involves extensive contact with government officials, public and private agencies, advisory boards, Town staff, and the business community.

#### **ESSENTIAL DUTIES:**

The following duties and functions, as outlined herein, are intended to be representative of the tasks performed within this position. They are not listed in any order of importance. The omission of specific statements of the duties or functions does not exclude them from the position if the work is similar, related, or a logical assignment for this description. Other duties may be required and assigned.

Responsible for carrying out the policies established by the CRA Board which oversees the renewal and implementation of the redevelopment of the Community Redevelopment Area

Oversees the day-to-day agency operations

Provides management oversight of assigned projects as well as supervision and coordination of projects assigned to other staff.

Develops, recommends, and implements programs, policies and strategies to carry out CRA goals and objectives

Manages the progress of infrastructure projects to ensure compliance with schedules and budgets

Responsible for capital project planning and preparation of annual budget

Coordinates with other public and private entities related to the redevelopment effort

Ensures that programs, projects, and plans are carried out in accordance with redevelopment plan pursuant to Chapter 163, Part III Florida Statutes, and applicable Town, County and federal laws.

Develops financing plans and agreements with public agencies and appropriate private parties for redevelopment projects

Responsible for the acquisition, sale, disposition of real property in the CRA

Oversees and directs outside grant application programs for the CRA

Represents the CRA on various boards and community organizations

Prepares and reviews NMCRA Board agenda items, contracts, RFPs, and other legal and administrative documents to implement redevelopment projects

Works collaboratively and strategically with Town administration and departments to move the Town/CRA forward while building on a strong history of careful planning, aesthetics, and quality of life

Participates in, and travels to, business recruitment events, trade missions, conventions, and trade shows as needed and appropriate

Responsible for hiring of CRA employees, agents, consultants, experts, legal counsel, as provided for in the annual budget

Develops the talents of a qualified staff, ensuring professional and courteous service from all employees in support of the CRA's mission, values, customers, and stakeholders

Manages various consultant contracts and affiliations with maximum results while requiring a minimum of CRA resources

Other duties as assigned by the CRA Board

#### MINIMUM QUALIFICATIONS/ SPECIAL REQUIREMENTS:

Bachelor's degree in business administration, public administration, urban planning, construction management, finance, or closely related field; master's degree preferred; Five (5) years of progressively responsible redevelopment experience in urban planning, real estate development, program development, or economic development is required, including at least three (3) years of supervisory experience. Municipal government experience preferred. Candidate must have outstanding interpersonal, written, and verbal communication skills, including public speaking, highly developed interpersonal interaction skills.

In addition to meeting the minimum qualifications listed above, an individual must be able to perform each of the established essential functions to perform this job successfully.

Considerable amount of time spent using computer. Work is predominately indoors within a somewhat hectic paced environment with multiple (sometimes competing) priorities. Regular outdoor events are required and periodic attendance at evening events and functions is expected. Must be able to lift, carry and or push articles weighing up to 20 lbs. Reasonable accommodation may be provided to enable individuals with disabilities to perform the essential functions of the job.

**LICENSE / CERTIFICATION REQUIREMENTS:** Valid Florida Driver's License. FRA-RP/RA Certification preferred. This is a designated classification in the Town's Emergency Operations Plan and will require the employee occupying this position to work during critical incidents and/or declared emergencies. Completion of appropriate level of National Incident Management System (NIMS) training is mandatory within one year of employment.

#### **SKILLS:**

Advanced knowledge of principles, practices, methods and theories of planning, community redevelopment as it relates to municipal community development, including strategic planning, finance, business development, acquisition sourcing, and government contracting.

Advanced knowledge of Florida Redevelopment law, specifically F.S. Chapter 163, the Community Redevelopment Act.

Advanced knowledge of laws, ordinances, regulations, and statutes that govern urban planning functions.

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Advanced knowledge of community redevelopment functions, growth management and land developmen

Ability to develop and manage project budgets.

Ability to coordinate and administer economic development/redevelopment strategies and projects with other departments and agencies (both internal and external).

Ability to inspect complex projects for conformance to contract documents.

Ability to delegate, manage, and supervise effectively.

Ability to review, understand and render opinions and recommendations regarding ordinances, land development legislation, codes, special requests and applications, or other information as may be determined.

Ability to analyze and compute statistics, financial transactions, and other standard calculations related to the analytical functions of the position.

Ability to analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Ability to prepare, analyze, and maintain detailed reports and records.

Must possess a high standard of excellence, strong work ethic, and be independent, self-motivated, and detail oriented.

Must be creative, highly adaptable to changing circumstances, priorities, and opportunities; and able to juggle tasks and meet deadlines.

Knowledge of Microsoft Office Suite.

#### **ACKNOWLEDGMENTS:**

The duties listed above are intended only as illustrations of the types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.



#### HISTORIC TOWN OF EATONVILLE, FLORIDA

#### REGULAR CRA MEETING

Denton Johnson Center 400 Ruffel Str. (ADJUSTED LOCATION)

#### **AUGUST 15, 2024, AT 06:30 PM**

#### **Cover Sheet**

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

**ITEM TITLE:** 

Approval of Resolution CRA-R-2024- 24 Contract with the GAI Consultants' Community Solutions Group for Professional Planning Services for the Eatonville CRA Plan (**Administration**)

#### **COMMUNITY REDEVELOPMENT ACTION:**

| CRA DECISION   | YES | Department: ADMINISTRATION   |
|----------------|-----|--|
| CONSENT AGENDA |     | Exhibits:  |
| NEW BUSINESS   |     | • Resolution CRA-R-2024-24 **(Refer to Workshop support Materials)         |
| ADMINISTRATIVE |     | • Contract with Scope of Services  **(Refer to Workshop support Materials) |
| CRA DISCUSSION |     |  |

**REQUEST:** Approval of Resolution CRA-R-2024-24 Approving a contract with the GAI Consultants' Community Solutions Group for professional planning services for Eatonville CRA Plan Update in the amount of \$50,000.

**SUMMARY:** The Board of Directors acknowledges the Town's CRA Plan was adopted in 1997 in the Orange County Ordinance number 97-M-14. In 1997, the original redevelopment plan was intended to be a strategic plan for the subsequent fifteen years with the primary objective of building the infrastructure needed to support a themed community concept.

The plan included four redevelopment goals: 1) to Develop guidelines for Eatonville's proposed themed development, 2) To create unified leadership and direction, 3) to Attract and accommodate new businesses, and 4) to Create an attractive and viable sense of place. In 2015, building on the base of the 1997 plan, CSG created a CRA Plan Update Document, which was never approved or adopted. The 2015 Plan identified five themes/goals, which are: 1) Creating a quality sense of place, character, and image, 2) Developing high-performance infrastructure, 3) Reinforcing a place that embraces history, culture, and education, 4) A connected town, and 5) a place that is attractive to business and economic opportunity.

Because the 2015 plan was never approved and adopted, the timeframe was not extended, and the original 1997 (the current plan) will sunset on January 1st, 2027; therefore, as a first step, CSG recommends beginning discussions with Orange County about extending the CRA operational timeframe. These discussions are crucial to determine the County's willingness to extend the CRA. Maintaining this

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successful and mutually beneficial partnership is one of the key objectives before, during, and arter the CRA Plan Update. This early coordination with the County may also influence whether and how the CRA proceeds with the Plan Update. Specifically, preliminary discussions with Orange County indicate an unwillingness to consider the potential extension of the CRA for approval. In that case, the subsequent activity of updating the CRA Plan is significantly impacted.

This item was tabled on June 20, 2024, with a request to be tabled. This item is being brought back to the board for reconsideration with workshop to will be held on August 15th at 5:30 p.m. prior to 6:30 p.m. scheduled board meeting.

**RECOMMENDATION:** Staff is recommending the Board of Directors approve the contract with the GAI Consultants' Community Solutions Group for professional planning services for Eatonville CRA Plan Update in the amount of \$50,000.

**FISCAL & EFFICIENCY DATA:** Use \$50,000 from budget line 303-0515-515.6301 (Infrastructure Improvement) which currently has \$233,000 in it.



#### HISTORIC TOWN OF EATONVILLE, FLORIDA

#### REGULAR CRA MEETING

Denton Johnson Center 400 Ruffel Str. (ADJUSTED LOCATION)

#### **AUGUST 15, 2024, AT 06:30 PM**

#### **Cover Sheet**

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

**ITEM TITLE:** 

Approval of Resolution CRA-R-2024-30 Terminating Resolution CRA-R-2023-2 and the Interlocal Agreement between the TOECRA and the Town of Eatonville Florida (**Administration**)

#### **COMMUNITY REDEVELOPMENT ACTION:**

| CRA DECISION   | YES | Department: ADMINISTRATION   |
|----------------|-----|--|
| CONSENT AGENDA |     | Exhibits:  |
| NEW BUSINESS   |     | <ul><li>Resolution CRA-R-2024-30</li><li>Resolution CRA-R-2023-2</li></ul> |
| ADMINISTRATIVE |     |  |
| CRA DISCUSSION |     |  |

**REQUEST:** Approval of Resolution CRA-R-2024-24 Approving Resolution CRA-R-2024-30 Terminating Resolution CRA.R.2023-2 and the Interlocal Agreement between the TOECRA and the Town of Eatonville Florida.

**SUMMARY:** Resolution CRA-R-2024-30 is a resolution of the Town of Eatonville community redevelopment agency (TOECRA) terminating Resolution CRA-R-2023-2 and the interlocal agreement between the TOECRA and the Town of Eatonville Florida, authorizing to the TOECRA board chairperson to execute same.

**RECOMMENDATION:** Staff is recommending the Board of Directors approve Resolution CRA-R-2024-30 Terminating Resolution CRA-R-2023-2 and the Interlocal Agreement between the TOECRA and the Town of Eatonville Florida.

#### FISCAL & EFFICIENCY DATA: N/A

#### **RESOLUTION CRA-R-2024-30**

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) TERMINATING RESOLUTION CRA.R.2023-2 AND THE INTERLOCAL AGREEMENT BETWEEN THE TOECRA AND THE TOWN OF EATONVILLE FLORIDA, AUTHORIZING TO THE TOECRA BOARD CHAIRPERSON TO EXECUTE SAME, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

**WHEREAS**, by the enactment of Orange County Ordinance 97-M-14 in 1997, the Town Council of the Town of Eatonville, Florida, created a Community Redevelopment Trust Fund to address blighted areas within the Community Redevelopment Area; and

**WHEREAS**, the TOECRA desires to terminate Resolution CRA.R.2023-2 and the Interlocal Agreement ("Agreement") with the Town of Eatonville, Florida by which the Town provided staff to TOECRA, and which outline the scope of services and responsibilities of the parties; and

**WHEREAS,** the Agreement was made and entered into between the parties pursuant to 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

**WHEREAS**, pursuant to the Agreement the Town of Eatonville will no longer execute the responsibilities of Finance Department of the TOECRA and return all financial duties of TOECRA back to the TOECRA, and

WHEREAS, the Town of Eatonville shall cease immediately all duties of grants, grant management with full accountability of status to include contracts entered into, all records and contacts for contract management, all agreements and awards obtained through the TOECRA or for the purpose of the TOECRA to carry-out the goals and objectives of the TOECRA Plan, and

WHEREAS, the Town of Eatonville shall without delay provide the TOECRA Board of Directors a complete detailed report of all Trust Fund expenditure since the adoption of Resolution CRA.R.2023-2 and all TOECRA Board of Directors approvals of such authorization of expenditures which are not covered within the TOECRA Fiscal Year 2022 and 2023 Annual Budget, and

**WHEREAS**, the Town Clerk's office or the TOECRA designee/staff will handle all record keeping, minutes, coordination and communication with TOECRA directors; and

**WHEREAS**, the Agreement also resend all permission given to the Town and its employees, given by TOECRA Board approval, to provide additional staff to assist TOECRA, and

**WHEREAS**, the TOECRA's agreement to reimburse Town for same, through Resolution CRA.R.2023-2 is hereby terminated, and a detailed expenditure of Trust Fund dollars shall be made immediately to the TOECRA Board of Directors for all employment obtained on the TOECRA behalf, and

#### NOW THEREFORE, The TOECRA hereby resolves as follows:

**SECTION ONE**: The TOECRA agrees to terminate the Agreement with Town of Eatonville attached to Resolution CRA.R.2023-2 as Exhibit "A" and authorizes the TOECRA Board Chairperson to execute said resolution terminating the same on behalf of the Agency.

**SECTION TWO:** All powers of the TOECRA and Town of Eatonville per Chapter 163. 370 Part III, Florida Statute are confirmed.

**SECTION THREE:** All delegations of authority and terms as contained in the 2007 Amended Interlocal Agreement between Orange County, Town of Eatonville and the TOECRA are confirmed.

**SECTION FOUR - CONFLICTS:** All Resolutions or parts of Resolutions in conflict with any other Resolution or any of the provisions of the Resolution is hereby repealed.

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

PASSED AND ADOPTED this 15th day August 2024.

|                               | Town of Eatonville Community Redevelopment Agenc |
|-------------------------------|--|
| ATTEST:                       | Wanda Randolph, Chairperson                      |
| Veronica I., King, Town Clerk |  |

#### **RESOLUTION CRA-R-2023-2**

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOECRA AND THE TOWN OF EATONVILLE FLORIDA AUTHORIZING TO THE TOECRA BOARD CHAIRPERSON TO EXECUTE SAME, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, by the enactment of Orange County Ordinance 97-M-14 in 1997, the Town Council of the Town of Eatonville, Florida, created a Community Redevelopment Trust Fund to address blighted areas within the Community Redevelopment Area; and

WHEREAS, the TOECRA desires to enter an Interlocal Agreement ("Agreement") with the Town of Eatonville, Florida by which the Town will provide staff to TOECRA and which will outline the scope of services and responsibilities of the parties; and

**WHEREAS**, the Agreement is made and entered into between the parties pursuant to § 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, pursuant to the Agreement the Town of Eatonville Finance Department will handle all financial duties of TOECRA and the Town Clerk's office will handle all record keeping, minutes, coordination and communication with TOECRA directors; and

**WHEREAS**, the Agreement also permits the Town, with TOECRA Board approval, to provide additional staff to assist TOECRA, in return for TOECRA's agreement to reimburse Town for same.

NOW THEREFORE, The TOECRA hereby resolves as follows:

**SECTION ONE:** The TOECRA agrees to enter into the Agreement with Town of Eatonville attached hereto as Exhibit "A" attached hereto and authorizes the TOECRA Board Chairperson to execute same on behalf of the Agency.

**SECTION TWO - CONFLICTS**: All Resolutions or parts of Resolutions in conflict with any other Resolution or any of the provisions of the Resolution is 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 <u>21</u> day September 2023.

ATTEST:

Veronica King, Town Clerk

ngie Gardner, Chair

TOWN OF EATONVILLE

# INTERLOCAL AGREEMENT BETWEEN THE TOWN OF EATONVILLE AND THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

This Interlocal Agreement is made and entered into this \_\_\_ day of September 2023, by and between the Town of Eatonville ("Town"), a municipal corporation of the State of Florida and the Town of Eatonville Community Redevelopment Agency ("TOECRA"), a redevelopment agency established pursuant to Florida law, to allow the Town to provide services for TOECRA in return for reimbursement.

SECTION ONE - <u>Term</u>: This Interlocal Agreement ("Agreement") will be effective starting September \_\_\_, 2023 and will remain in effect until or unless terminated by either party or until the termination of TOECRA. This Agreement may be terminated by the TOWN or TOECRA upon at least thirty (30) days' advance written notice to the other party. Upon termination of the Agreement, the TOWN shall transfer to TOECRA copies of any documents, data, and information requested by TOECRA relating to the services accomplished and/or provided herein. Regardless of the termination of this Agreement, TOECRA shall pay to the TOWN the balance on any outstanding statements or statements for costs incurred but not yet billed as of the termination date. The Town shall also return to TOECRA all unused prepaid funds provided to the Town by the TOECRA.

SECTION TWO - **NOTICE**: Thirty (30) days' advance written notice of termination of the Agreement by either party shall be given in writing and hand-delivered or mailed to the other party, return receipt requested. Whenever any party desires to give a required notice under this Agreement to any other party, the notice must be written notice, sent by certified United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended.

SECTION THREE - <u>SERVICES</u>: The TOWN agrees to perform the following functions and duties in accordance with established procedures or in the absence of same, as provided for by TOWN in the conduct of its own affairs:

- 3.1 The TOWN shall provide financial services which shall include, but not be limited to, management of TOECRA fiscal accounts, investment of TOECRA assets, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs in accordance with Town Policies and Procedures related thereto.
- 3.2 The TOWN shall, when requested by TOECRA, provide personnel services which shall include, but not be limited to, staff recruitment, record retention with respect to personnel actions and such other personnel services as may be needed.
- 3.3 The TOWN shall, when requested by TOECRA provide legal, engineering and planning services to advise TOECRA and to assist in the implementation of the Plan, whether this provide by current staff or outside consultant and legal services.

#### Exhibit "A"

- 3.4 TOECRA will be permitted to utilize the services of the TOWN's Purchasing Division with respect to purchasing services and goods necessary for the operation of TOECRA.
- 3.5 TOECRA will be permitted to utilize the services of the TOWN's Public Works Department with respect to design services and construction services necessary for the operation of TOECRA activities, with the exception of project management services, for which a separate fee will be paid by TOECRA, at TOECRA's sole discretion as to necessity to retain project management services.
- 3.6 TOECRA may request the TOWN to provide other special services on occasion not initially set forth in this Agreement, subject to the TOWN's agreement to do so.

SECTION FOUR - REIMBURSEMENT AND COMPENSATION: In consideration of providing the services described in SECTION 3 hereof by the TOWN commencing from September \_\_\_, 2023, TOECRA will compensate the TOWN, to the extent funds of TOECRA are budgeted and available and eligible for payment in accordance with Section 163.387(6). TOECRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act but may not exceed the amount lawfully apportioned and spent by the TOWN in providing said services to TOECRA, and shall not reimburse the TOWN for any expenditures related solely to the conduct of TOWN business or to the TOWN's ordinary operating expenses. It is recognized and acknowledged that full compensation of amounts owed the TOWN by TOECRA should be processed by the 20<sup>th</sup> day of each month. The TOWN must invoice the TOECRA with all supporting documents supporting all charges.

#### **SECTION FIVE - MISCELLANEOUS:**

- 5.1 <u>Annual Statement and Payment</u>. The TOWN shall prepare and present TOECRA with an annual statement in time for the preparation and submission of TOECRA's annual budget. The annual statement shall reflect current year anticipated costs and all unpaid obligations from prior periods.
- 5.2 <u>Continued Cooperation</u>. This Agreement assumes close coordination and cooperation between TOECRA and essential TOWN staff and TOWN functions particularly regarding financial administration, reporting, and auditing; and administration and implementation of the TOECRA Redevelopment Plan and capital projects.
- 5.3 <u>Records</u>. The TOWN and TOECRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by TOECRA and said records shall be kept and maintained for the statutorily required period after the completion of all work to be performed pursuant to this Agreement.

- 5.4 <u>Sovereign immunity</u>. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the TOWN as set forth in Section 768.28, Florida Statutes.
- 5.5 <u>Independent Contractor</u>. The TOWN is an independent contractor under this Agreement. Personal services provided by the TOWN shall be by employees of the TOWN and subject to supervision by the TOWN, and not as officers, employees, or agents of TOECRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the TOWN.
- 5.6 This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by TOECRA or the TOWN, without the prior written consent of the non-assigning party.
- 5.7 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 5.8 <u>Binding Authority</u>. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 5.9 <u>Governing Law</u>. This Agreement shall be governed by the law of the State of Florida with venue lying in Orange County.
- 5.10 Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed as of the day and year first written above.

## TOWN OF EATONVILLE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

Angie Gardner, Mayor

ATTEST:

Veronica King, Town Clerk

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26 day of September 2023, by Angie Gardner known to be the Mayor of the Town of Eatonville, Florida, and the Chair of the Town of Eatonville Community Redevelopment Agency, respectively, who acknowledged before me that she executed the foregoing instrument for the purposes therein expressed, and that she was duly authorized so to do.

WITNESS my hand and official seal this 20 day of September 2023.

Notary Public

My Commission Expires

Jonita Robinson Notary Public State of Florida Comm# HH128517 Expires 5/10/2025



# HISTORIC TOWN OF EATONVILLE, FLORIDA REGULAR CRA MEETING

#### **AUGUST 15, 2024, AT 06:30 PM**

#### **Cover Sheet**

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

**ITEM TITLE:** 

Approval of Resolution CRA-R-2024- 31 Approving funding for a special event on September 21, 2024, in the amount of two thousand dollars (\$2,000.00). (Washington)

#### **COMMUNITY REDEVELOPMENT ACTION:**

| CRA DECISION   | YES | Department: LEGISLATIVE  |
|----------------|-----|--------------------------|
| CONSENT AGENDA |     | Exhibits:                |
| NEW BUSINESS   |     | Resolution CRA-R-2024-31 |
| ADMINISTRATIVE |     |                          |
| CRA DISCUSSION |     |                          |

**REQUEST:** Approval of Resolution CRA-R-2024-31 Approve funding for a special event on September 21, 2024, in the amount of two thousand dollars (\$2,000.00).

**SUMMARY:** Stogies @ Sunset is set to be an unforgettable evening, showcasing the rich cultural heritage and community spirit of Eatonville. With a potential audience of 200 visitors or more, attendees will experience the vibrant atmosphere of live music, delectable fresh food, and much more. Stogies @ Sunset is set to be an unforgettable evening, showcasing the rich cultural heritage and community spirit of Eatonville. With a potential audience of 200 visitors or more, attendees will experience the vibrant atmosphere of live music, delectable fresh food, and much more. This event promises not only entertainment but also an opportunity for community unity and engagement. By supporting Stogies @ Sunset, the CRA will contribute to fostering a sense of belonging and pride among Eatonville residents and visitors alike. In order to make this event a success, we are seeking funding in the amount of \$2000. This investment will go towards securing quality entertainment, ensuring the availability of delicious refreshments, and creating an atmosphere that celebrates the unique charm of Eatonville. Additionally, we would like to request funding for a stage setup with appropriate lighting to enhance the overall experience for attendees and performers. We believe that supporting Stogies @ Sunset aligns with the CRA's mission to enhance the economic and cultural vitality of Eatonville. Your contribution will make a significant difference to the success of this event and the overall vibrancy of our community.

Thank you for considering our funding request. We are eager to discuss this opportunity further and answer any questions you may have. Please feel free to contact us at your convenience.

Section VII. Item #5.

#### **CONTACT:**

Shakeila "ShaK" Jones, Executive Director Kilgore Music Foundation, Inc. email: ryankilgorefoundation@gmail.com

cell: (773) 941-3001

**RECOMMENDATION:** Staff is recommending the Board of Directors to Approve funding for a special event on September 21, 2024, in the amount of two thousand dollars (\$2,000.00).

FISCAL & EFFICIENCY DATA: The funds will come from budget line item 303-0515-515-6301.

#### **RESOLUTION #CRA-R-2024-31**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING SPECIAL EVENT FUNDING IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000) FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

**WHEREAS**, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

**WHEREAS**, the TOECRA Board of Directors do hereby approve a special event funding in the amount of two thousand dollars (\$2,000).

### NOW THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA,

**SECTION ONE:** OVERVIEW: Stogies @ Sunset is set to be an unforgettable evening, showcasing the rich cultural heritage and community spirit of Eatonville. With a potential audience of 200 visitors or more, attendees will experience the vibrant atmosphere of live music, delectable fresh food, and much more. This financial assistance will help to bring in more residents and visitors to the Town of Eatonville to celebrate the culture.

**SECTION TWO: FUNDING AGREEMENT:** The Grantee is applying for funding and desires to enter into agreement with the CRA to provide a full report post the event being held on September 21, 2024.

**SECTION FOUR:** <u>CONFLICTS:</u> All Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are hereby repealed.

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

PASSED AND ADOPTED this 15th day of August 2024.