



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR COUNCIL MEETING AGENDA

Tuesday, May 16, 2023 at 7:30 PM

Town Hall - 307 E Kennedy Blvd

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### I. CALL TO ORDER AND VERIFICATION OF QUORUM

### II. INVOCATION AND PLEDGE OF ALLEGIANCE

### III. APPROVAL OF THE AGENDA

### IV. PRESENTATIONS AND RECOGNITION

A. PROCLAMATION – Emancipation Day In Florida – (Administration)

### V. CITIZEN PARTICIPATION (Three minutes strictly enforced)

### VI. CONSENT AGENDA

1. Approval of Town Council Meeting Minutes – May 2, 2023 (Clerk Office)

2. Approval of GIS Services MOU Between Orange County and the Town of Eatonville (Administration)

### VII. COUNCIL DECISIONS

***\*\*Consent Agenda May Be Moved to Council Decision\*\****

### VIII. REPORTS

INTERIM CHIEF ADMINISTRATIVE OFFICER'S REPORT

TOWN ATTORNEY'S REPORT

TOWN COUNCIL REPORT/DISCUSSION ITEMS

MAYOR'S REPORT

### IX. ADJOURNMENT

*The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.*

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

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### MAY 16, 2023 AT 7:30 PM

### Cover Sheet

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

**ITEM TITLE:** PROCLAMATION – Emancipation Day In Florida – (Administration)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>	YES	<b>Department:</b> LEGISLATIVE (CLERK OFFICE)
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Proclamation – Emancipation Day In Florida</li> </ul>
<b>CONSENT AGENDA</b>		
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Request the reading of a proclamation declaring Emancipation Day In Florida in the Town of Eatonville, Florida

**SUMMARY:** On January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation declaring "that all persons held as slaves" within the rebellious states "are, and henceforward shall be forever free." The Emancipation Proclamation is a symbol of human freedom that led to the expansion of freedom in America, shifting the motive of the Civil War and leading to an end sixteen months later. At the end of the Civil War, on May 10, 1865, Union Brigadier General Edward M. McCook arrived in Tallahassee, Florida to receive the surrender of Florida's Confederate troops on May 10<sup>th</sup>. Thereafter, on May 20, 1865, General McCook declared the Emancipation Proclamation in effect in Florida effectively ending slavery in the state, and for this reason, Emancipation Day is traditionally celebrated on May 20 in the State of Florida.

**RECOMMENDATION:** Recommending the reading of a proclamation declaring Emancipation Day In Florida in the Town of Eatonville, Florida.

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



# ***PROCLAMATION***

## ***Office of the Mayor***

### ***Town of Eatonville, Florida***

**WHEREAS**, On January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation declaring "that all persons held as slaves" within the rebellious states "are, and henceforward shall be forever free;" and

**WHEREAS**, the Emancipation Proclamation is a symbol of human freedom that led to the expansion of freedom in America, shifting the motive of the Civil War and leading to an end sixteen months later; and

**WHEREAS**, at the end of the Civil War, on May 10, 1865, Union Brigadier General Edward M. McCook arrived in Tallahassee, Florida to receive the surrender of Florida's Confederate troops on May 10<sup>th</sup>; and

**WHEREAS**, on May 20, 1865, General McCook declared the Emancipation Proclamation in effect in Florida effectively ending slavery in the state, and for this reason, Emancipation Day is traditionally celebrated on May 20 in the State of Florida; and

**WHEREAS**, with the Emancipation Proclamation, President Lincoln led the charge to reunite the 34 states of our great nation to ensure liberty and justice for all; and

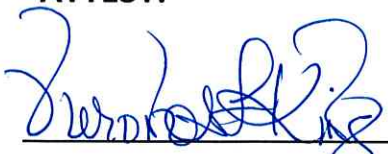
**WHEREAS**, Emancipation Day is a time to honor the contributions African Americans made, the principles of the Declaration of Independence, and the freedoms we have in Florida and across our great nation.

**NOW, THEREFORE, I, Angie Gardner**, Mayor of the historic Town of Eatonville, Florida, do hereby declare May 20, 2023, as

## ***Emancipation Day In Florida***

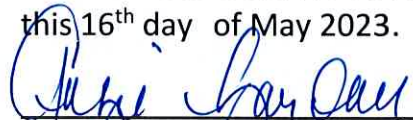
in the Town of Eatonville, Florida, urging The Eatonville Community to observe and to become more aware of the significance of this moment in African American History and in the heritage of our nation and City.

**ATTEST:**

  
VERONICA L. KING, Town Clerk



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the Town of Eatonville, Florida to be affixed this 16<sup>th</sup> day of May 2023.

  
ANGIE GARDNER, Mayor



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### MAY 16, 2023 AT 7:30 PM

### Cover Sheet

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

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**ITEM TITLE:** Approval of Town Council Meeting Minutes – May 2, 2023  
(Clerk Office)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> LEGISLATIVE (CLERK OFFICE)
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Meeting Minutes – May 2, 2023</li> </ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Approval of meeting minutes for the Town Council Meeting held on May 2, 2023.

**SUMMARY:** The Town Council Meeting was held on the 1<sup>st</sup> Tuesday, May 2, 2023, 7:30 p.m. and minutes were transcribed from the audio archive for approval for the public records.

**RECOMMENDATION:** Approval of May 2, 2023 meeting minutes.

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





# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR COUNCIL

## MEETING MINUTES

Tuesday, May 2, 2023 at 7:30 PM

Town Hall (Council 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 Council Agenda Page.*

### CALL TO ORDER AND VERIFICATION OF QUORUM:

Mayor Gardner called the meeting to order at 7:30 p.m. and quorum was established through Mrs. Veronica King

**PRESENT:** (5) Councilwoman Wanda Randolph, Councilman Marlin Daniels, Councilman Theo Washington, Councilman Rodney Daniels, Mayor Angie Gardner.

**STAFF:** (6) Demetrius Pressley, **Interim Chief Administrator Officer**, Veronica King, **Town Clerk**, Patrick Brackins, **Attorney**, Joseph Jenkins, **Deputy Chief**, Katrina Gibson, **Finance Director**, Tara Salmieri, **Planner**

### INVOCATION AND PLEDGE OF ALLEGIANCE:

Rev. Critton led the Prayer of Invocation followed by the Pledge of Allegiance

### APPROVAL OF THE AGENDA:

**Mayor Gardner Motions** to approve agenda; Moved by Councilman Marlin Daniels; Second by Councilman Theo Washington; **AYE: ALL, MOTION PASSES.**

**CITIZEN PARTICIPATION - (The Three-minute rule was strictly enforced)** – To speak on items not related to the hearings.

**Ryan Novak** – (Homeless) Be mindful of free citizen status when release from agency; not infringe upon individual rights (Uniformity) Great idea; however not in favor of an HOA (Annexation) Consider annexing land around Eatonville into Eatonville; will bring revenue into the town.

**Joyce Irby** – In widening Kennedy, hoping that the line of trees is not destroyed; they give cooler temperature and clean air.

**Angela Johnson** – (Code Enforcement) Request to get code enforcement up and running; parked vehicles on both sides of the street are obstructing emergency vehicles to a crawl. Must be concerned about the safety of the residents. Maybe something can be put in place in the interim of reactivating code enforcement to prevent incidents and create liability for the town. (Uniformity) When will there be a status on the CRA Master Plan; Good idea that will create a richness in the town.

### PUBLIC HEARING:

**#1 Approval 2nd Reading of Ordinance 2023-6** Establishing A Temporary Moratorium On The Issuance of New Building Permits - (Preamble read by Town Clerk) **Public Comments:** (Theo McWhite) Disagree with moratorium for single-family homes. Keep opportunity for young families to move into Eatonville; this will support Hungerford Elementary School. (Julian Johnson) Thanks to those who supported, sponsored, and contributed to the community celebration. Desire to buy a home in Eatonville; think that single-family homes should be kept out of the moratorium. Young black wants to move back to the town. (Anthony Grant) Share the same sentiments as previous speakers; why not exclude single-families, in-fill lot development, sub-

division from the moratorium. Number one priority should be to prevent becoming a rental community. What is the average impact fee for orange county, what does the budget for transportation and new roads look like; must know these things before making a decision. Should allow commercial anything under \$4,000 sq.ft.; set a threshold. (Ken) This is not the time to stop developments in Eatonville; there is a need for more development. As a developer unable to build in Eatonville, will send me somewhere else. (Angela Johnson) Considering the town financial condition, the lack of impact fees has hurt the town. Recommend a moratorium with some adjustments. There needs to be a pause in order to get impact fees in place. **Council Comments:** (Washington) Single-family and commercial should be reconsidered; should be allowed to build. (Randolph) Recommend to table this to do more research and avoid a rational decision. Would like to see a calculation with or without the 2500 sq.ft. to see the difference in the impact. Also, would like to know about the vacant land available for single-family homes. (Brackins) Can charge impact fees unless you first do a study and adopt by law appropriately under the statute. Impact fees offset the costs of impact on public infrastructure, facilities, new developments in order to maintain the level of services that currently exist. The moratorium will allow the time needed to get the impacts fees in place. Do not recommend tabling this ordinance; you cannot move the ordinance for approval, you can vote it down; there is a variety of things that can be done but it will require readvertising and beginning the process over for a 1<sup>st</sup> and 2<sup>nd</sup> reading when there is a material impact on the ordinance. Adding back the under 2500 sq.ft. or another limit with respect to single-family can be done without advertising. (Exemptions/Vested rights) Current developments will not be affected by the ordinance. Under vested right, new developments can be presented to the council to be heard for exclusion from the moratorium according to the required procedures and criteria can be considered for a permit; to be approved by council. Intended to protect the rights of the town and the builder. (R. Daniels) Who asked for the ordinance and included single-family homes; by the Mayor and other council members due to prior discussion as to whether this item should be presented as a resolution or ordinance. The single-family limit was removed as part of the 1<sup>st</sup> reading. (M. Daniels) What is the length of time for the impact fee study: it is currently underway and should be completed in approximately 90 days. The House Bill (Live Local Act) takes effect on July 1<sup>st</sup>; has to do with approvals at the local level and does not talk about permits. The impacts are currently unknown. (Gardner) The town takes a hit by paying out more than the owner when a single-family home is built; everything is an impact. The moratorium will allow administration to get internal controls in place; this is the right move for the town. **Mayor Gardner Motions** to approve 2<sup>nd</sup> Reading of Ordinance 2023-6 Establishing A temporary moratorium on the Issuance of new building permits; Moved by Councilman R. Daniels; Second by Councilwoman Randolph; **AYE:** Councilwoman Wanda Randolph, Councilman Marlin Daniels, Councilman Theo Washington, Councilman Rodney Daniels, Mayor Angie Gardner; **ALL, MOTION PASSES.**

**Approval of the rezone of 1000 W. Kennedy Boulevard**, parcel ID 34-21-29-0000-00-078, from C-3 Zoning District (Commercial) to R-3 (Multifamily Residential) by Ordinance 2023-5. (Quasi-Judicial hearing) Tara Salmieri was sworn in by Attorney Brackins. Tara Salmieri (Town Planner) introduced the request for a rezoning approval of application DEV 2023.301 recommending the rezone of 1000 W. Kennedy Boulevard, parcel ID 34-21-29-0000-00-078, from C-3 Zoning District (Commercial) to R-3 (Multifamily Residential) on approximately 4.07 acres; the Town of Eatonville is the applicant. In 2018, the comprehensive plan was changed but the zoning map was not changed; currently the rezoning map is inconsistent with the comprehensive plan. Planning and Zoning is recommending approval of this request. Florida statute requires that the zoning be consistent with the comprehensive plan. **Public Comments:** (Ryan Novak, sworn in by legal). Recommend the changes be made at one time when resolving inconsistencies between the comprehensive plan and the zoning map. **Council Comments:** (Gardner) Who will this change affect the parking; the variance was approved in 2018 and will carry through, there will be no additional changes. No additional units can be built out under the change. (Preamble read by Town Clerk) **Mayor Gardner Motions** to approve the rezone of 1000 W. Kennedy Boulevard, parcel ID 34-21-29-0000-00-078, from C-3 Zoning District (Commercial) to R-3 (Multifamily Residential) by Ordinance 2023-5; Moved by Councilwoman Wanda Randolph; Second by Councilman R. Daniels; **AYE:** Councilwoman Wanda Randolph, Councilman

Marlin Daniels, Councilman Theo Washington, Mayor Angie Gardner; **NAYE:** Councilman Rodney Daniels, **MOTION PASSES.**

**APPROVAL CONSENT AGENDA:** Mayor Gardner Motions to approve the consent agenda approving the Town Council Meeting Minutes for April 18, 2023; Moved by Councilman M. Daniels; Second by Councilman Theo Washington; **AYE: ALL, MOTION PASSES.**

#### **COUNCIL DECISIONS:**

**Approval Resolution 2023-2 Appointment of Vice-Mayor** – (Mayor Gardner) We have to move on; recommend Councilman Theo Washington for Vice Mayor; Mayor Gardner Motions to approve Resolution 2023-2 Appointing Councilman Washington as Vice-Mayor; Moved by Councilman R. Daniels; Second by Councilman M. Daniels; **AYE:** Councilman Theo Washington, Mayor Angie Gardner; **NAYE:** Councilwoman Wanda Randolph, Councilman Marlin Daniels, Councilman Rodney Daniels; **MOTION FAILS.**

Mayor Gardner Motions to approve Resolution 2023-2 Appointing Councilman R. Daniels as Vice-Mayor; Moved by Councilman Washington; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES.**

#### **REPORTS:**

**INTERIM CHIEF ADMINISTRATIVE OFFICER:** Demetrius Pressley

(Updates): We are in the second week of the feasibility study, tile replacement in the lobby in two weeks, stormwater improvement currently taking place on the southwest side of town, have not received any application for the Public Works position; asking the council for adjustment of salary, looking for direction from council as to Mainstreet and the CRA planning Founder's Day. (M. Daniels) Would love to see other entities come together for Founder's Day, the Chambers, and other non-profits. (Gardner) Founder's Day will be an administrative function with the conclusion of partners. (Pressley) Will put out a public notice to foster a collective effort.

**TOWN ATTORNEY'S REPORT:** Attorney Patrick Brackins – No Report

#### **TOWN COUNCIL REPORT/DISCUSSION ITEMS-**

Councilman M. Daniels – Prayer for the Mentor family during bereavement; A'tisha Blue, Figueroa lost son, funeral is Saturday at Macedonia MBC. (Strategic Workshop) A good meeting that gave a chance to voice concerns. (Legislation) Keep focus amidst distractions and moving parts; voting is key. There are decisions are being made that will impact us. We are people over politics.

Councilwoman W. Randolph – (Code Enforcement) Have been information on qualification; current staff will be going to certification training; acknowledged effort. (Crime/Assault) Be conscious of the rise in crime and assault on children; EPD to provide some awareness. (Hungerford Elementary) Met with principal; we have a very good school. Supplies for school are needed; have begun (Logo) Pending information pertaining to the town's logo (Pool) Request update; currently being cleaned and thereafter the motor will be addressed (Chief Police) Request update; will be reposted; previous applicants are no longer interested. Need to revisit salary ranges (Chambers of Commerce) Acknowledged for their workshops and resources in the community; contact the Chambers for more information.

Councilman T. Washington – Condolences to the Drake family (Water Bill) Need to revisit how the \$5 late fees are being addressed as it relates to due dates falling on the weekend; let's not penalize or citizens (Water Rate Study) Need to implement.

Vice-Mayor R. Daniels – (Family Dollar) Unsatisfactory appearance; needs attention; (I-4 Overpass) there is water gathering under the overpass (Pool) Inquired about a MOU and who authorized the work; who is the contractor - requesting response by email (Condolences) to the Drake, Caldwell, and others who have

lost loved ones. (Resolution) request for a resolution for a co-worker – will follow up (Vice Mayor) gave assurance of intent; here for the town and not to undermine the Mayor’s administration. Will support in moving the town forward; welcome feedback (Recognition) Eddie Cole, Hall of Fame at Rollins; Jaylen Carter, drafted into the NFL. In closing, offer availability to the Mayor to represent the town in her absence at events that require representation. (Washington) In response to the Family Dollar’s concern, the head quarter is local on Edgewater Drive.

## **MAYOR’S REPORT**

**Mayor Angie Gardner** – Condolences to the families (Family Dollar) The inside is not safe; mandating a standard in the master plan may can be considered when addressing these types of concerns (Water Rate Study) the study is in the pipeline but has not been authorized as of yet. (Town Celebration) 1887 and Land Back hosted a nice event (Orange County Charter Review) will get together in June with those who have expressed interest (Water Bill) Deadlines that fall on the weekend should be due on the next weekday (Citizen Advisory) considering a Mayor’s Citizen Advisory for the Town’s Charter Review as the Council sits as the Charter Review Board. Thanks to Julian Johnson for representing the town on the tourist development advisory board. (Community Resource) Community Frig, organized by Candance Finley, providing food for those in need - See Flyer for more information (State of the Town) Moved to June (Founder’s Day) Looking to collaborate with the citizens, this administration values the citizen’s feedback.

**ADJOURNMENT** Mayor Gardner Motions for Adjournment of Meeting; Moved by Councilman M. Daniels; Second by Councilman Theo Washington; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 9:04 P.M.**

**Respectfully Submitted by:**

**APPROVED**

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**Veronica L King, Town Clerk**

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**Angie Gardner, Mayor**





# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### MAY 16, 2023 AT 7:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of GIS Services MOU Between Orange County and the Town of Eatonville (**Administration**)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> ADMINISTRATION
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Attached Memorandum of Agreement entered into by and between Orange County and Town of Eatonville for GIS Services.</li> <li>GIS Support Memo from Staff.</li> </ul> <b>** Same agreement with contacts information added.</b>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** The Administration is requesting the Town Council to approve a Memorandum of Agreement entered into by and between the County and Town for Geographic Information System Services (G.I.S.).

**SUMMARY:** The Town of Eatonville is requesting GIS assistance and support for two planning maps, 1) Zoning Map 2) Future Land Use Map. The town is approximately 1 square mile (including lakes) with a population of under 2,500 and is need of Orange County's support to house and update the Town's GIS information. The administration recognizes the need for our planning department's access to an efficient electronic method of reviewing data. This program will improve staff proficiency and level of service for our community with plans expanding to infrastructure and signage. Having this system is certainly a move in the right direction.

**RECOMMENDATION:** The Administration is requesting the Town Council to approve a Memorandum of Agreement entered into by and between the County and Town for Geographic Information System Services (G.I.S.).

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



**To:** Dean Salmons

**From:** Tara Salmieri, AICP

**Date:** February 14, 2023

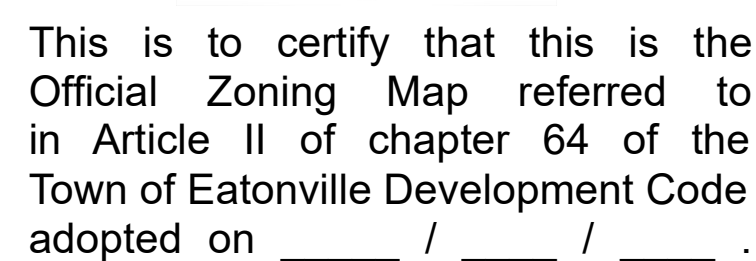
**Re:** GIS Support

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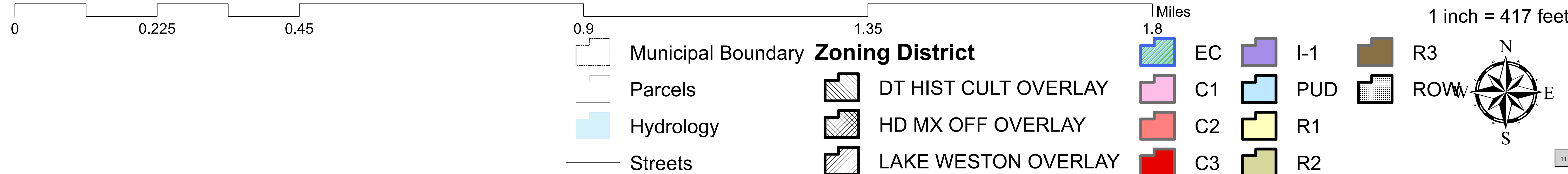
The Town of Eatonville is requesting GIS assistance and support for two planning maps, 1) Zoning Map 2) Future Land Use Map. The town is approximately 1 square mile (including lakes) with a population of under 2,500 and is in need of Orange County's support to house and update the Town's GIS information. The requests are:

- 1- Create Two Base Maps (Zoning Map and a Future Land Use Map)
  - a. The attached maps (1 Zoning Map and 1 Future Land Use Map) are in PDF and will need to be digitized and put in GIS format. There are less than 4 parcels of land that are not zoned properly on the map and will need to be updated to reflect the rezonings.
- 2- Maintain updates to the Zoning and Future Land Use Map(s)
  - a. Orange County would update the map(s) no more than four time(s) a year maximum if/when a rezoning and/or land use amendment is being requested. We will request any applicants to provide the necessary information to update the map.
    - i. The town does not have a lot of rezoning and/or land use amendment requests, however, it is possible these items will be requested.
- 3- Provide a link and access for the Town to view the map (interactive) as part of the County's overall interactive map.
  - a. The town would also like to be able to access the maps online with the County's current GIS functions, once the digitization is completed. The access would be the same as the County already has set up for their zoning and FLU maps that the general public accesses without any editing privileges, only a resource to confirm zoning and land use assignments.

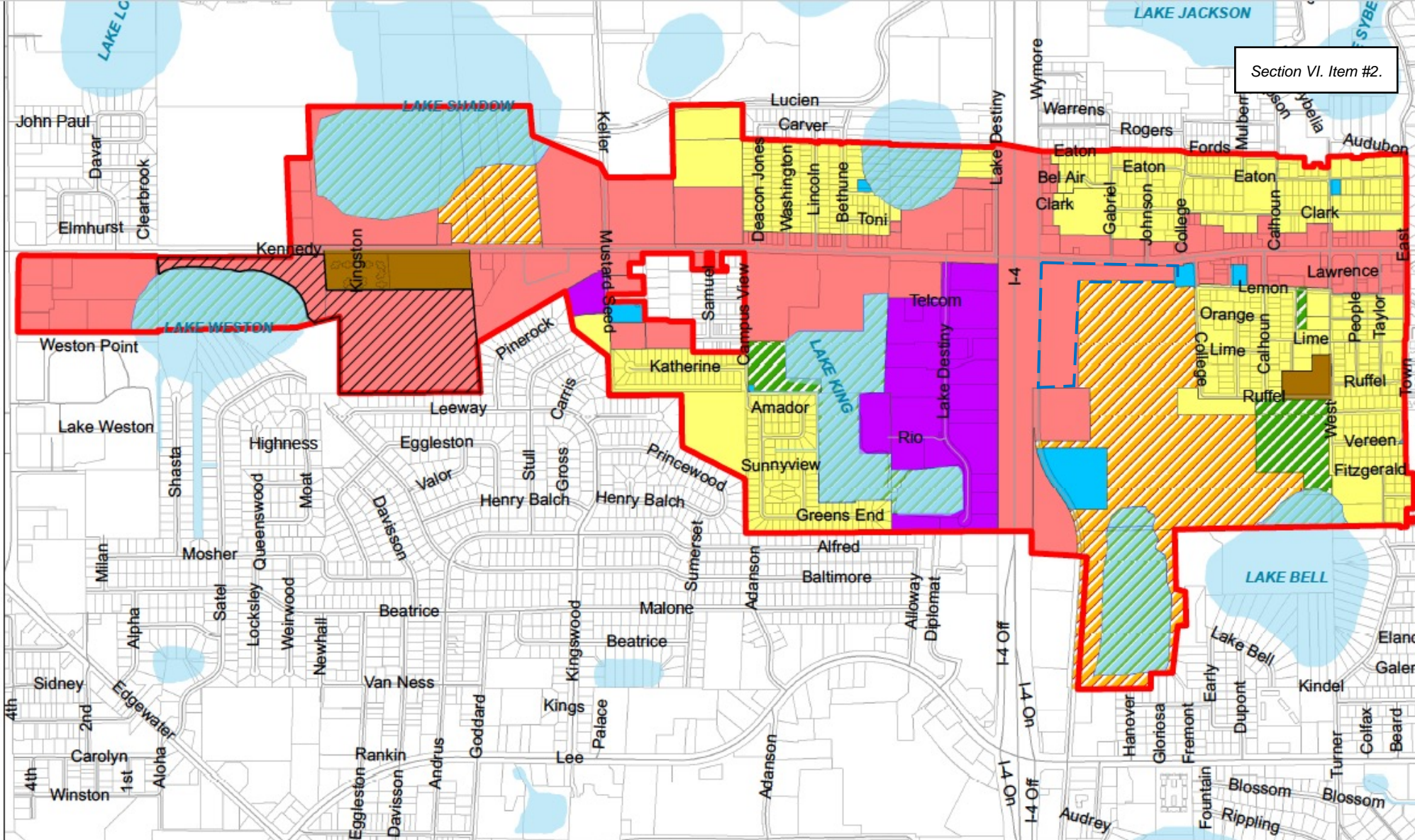




GIS MAP DISCLAIMER:  
Maps are for graphical purposes only.  
They do not represent a legal survey.  
While every effort has been made to  
ensure that these data are accurate  
and reliable within the limits of the  
current state of the art,  
The Town of Eatonville cannot assume  
liability for any damages caused  
by any errors or omissions in the data,  
nor as a result of the failure of the data  
to function on a particular system.  
The Town makes no warranty,  
expressed or implied, nor does the  
fact of distribution constitute such a  
warranty.  
Map Produced by James Benderson







# TOWN OF EATONVILLE FUTURE LAND USE ELEMENT Future Land Use Map Series: PROPOSED FUTURE LAND USE MAP

## Future Land Use

- COMMERCIAL
- CONSERVATION
- INDUSTRIAL

## MIXED\_USE

- PUBLIC
- RECREATION

## LOW DENSITY

- HIGH DENSITY

## LAKE WESTON POLICY



MEMORANDUM OF AGREEMENT

between

ORANGE COUNTY

and

TOWN OF EATONVILLE

for

GIS SERVICES

This Memorandum of Agreement is made and entered into as of the date of last execution below (the “**Effective Date**”), by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the “**COUNTY**”), and the **TOWN OF EATONVILLE**, a municipal corporation existing under the laws of the State of Florida (the “**TOWN**”).

**WITNESSETH**

**WHEREAS, COUNTY** has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements; and

**WHEREAS, TOWN** has the authority pursuant to Section 166.021, Florida Statutes, to enter into agreements; and

**WHEREAS, TOWN** has requested that **COUNTY** provide GIS services to **TOWN** for the development of the **TOWN’s** Zoning Map and Future Land Use Map; and

**WHEREAS**, this Memorandum of Agreement evidences the intentions of the respective parties to create the Zoning Map and Future Land Use Map in the furtherance of the public interest; and

**NOW, THEREFORE**, in consideration of the above recitals, the mutual terms, conditions, and covenants hereinafter set forth, **COUNTY** and **TOWN** agree as follows:



### **Section 1-SCOPE OF IN-KIND PLANNING SERVICES**

- 1.1 **COUNTY** will furnish to **TOWN** GIS services for the development of the **TOWN's** Zoning Map and Future Land Use Map as stated in the attached Exhibit "A" (hereinafter referred to as "**Services**"). **TOWN** will not provide monetary compensation to **COUNTY** for the Services.
- 1.2 **TOWN ACKNOWLEDGES AND AGREES THAT THE SERVICES WILL BE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTY OR ANY REPRESENTATION OF ACCURACY, TIMELINESS, OR COMPLETENESS. THE BURDEN OF DETERMINING ACCURACY, COMPLETENESS, TIMELINESS, MERCHANTABILITY AND FITNESS FOR OR THE APPROPRIATENESS FOR USE RESTS SOLELY ON THE TOWN. THE COUNTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE USE OF THE SERVICES OR GIS DATA. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TOWN ACKNOWLEDGES AND ACCEPTS THE LIMITS OF THE SERVICES AND GIS DATA, INCLUDING THE FACT THAT THE GIS DATA IS DYNAMIC AND IS IN A CONSTANT STATE OF MAINTENANCE, CORRECTION, AND UPDATE. TOWN HEREBY RELEASES THE COUNTY FROM ALL LIABILITY ARISING FROM OR RELATING TO THE SERVICES, GIS DATA, OR LACK THEREOF, OR ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE UPON ANY OF THE SERVICES OR GIS DATA.**

### **Section 2- TERM**

- 2.1 The term of this Agreement shall commence on the date hereof and terminate upon such time as **COUNTY** furnishes all Services to **TOWN** in accordance with this Agreement.

### **Section 3 - TERMINATION**

- 3.1 This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party of an intent to terminate and the date on which such termination becomes effective.

### **Section 4- SOVEREIGN IMMUNITY**

- 4.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency, political subdivision of the State of Florida or an agency of the State to be sued by third parties in any matter arising out of this Agreement or any other contract.

## **Section 5 - GENERAL PROVISIONS**

- 5.1 Neither **TOWN** nor **COUNTY** intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 5.2 Whenever either party desires to give notice to the other related to termination, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. As for any other notice regarding services provided for under this Agreement, electronic communication is acceptable. For the present, the parties designate the following:

**TOWN**

Town of Eatonville Administrator's Office  
 Town Hall  
 307 East Kennedy Boulevard,  
 Eatonville, Florida 32801  
 Attention: Chief Administrative Officer

With copy to:

**COUNTY:**

Orange County Administrator's Office  
 Orange County Administration Building  
 201 South Rosalind Avenue, 5<sup>th</sup> Floor  
 Orlando, Florida 32801  
 Attention: County Administrator

**DIVISION:**

- 5.3 Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.
- 5.4 The rendition of services, standards of performance, discipline of employees and other matters incidental to the performance of services and control of personnel shall remain with **COUNTY**. This Agreement does not make **COUNTY's** agents,

employees or legal representatives the officers or employees of **TOWN** for any purpose whatsoever, and the employees and agents of **COUNTY** are in no way authorized to make any contract, agreement, warranty or representation on behalf of the **TOWN** or to create any obligation on behalf of the **TOWN**.

- 5.5 Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties, provided however, that this clause pertains only to the parties to this Agreement.
- 5.6 **COUNTY** and **TOWN** agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 5.7 Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 5.8 In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **COUNTY** or **TOWN** elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 5.9 The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete Agreement of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 5.10 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 5 of this Agreement shall prevail and be given effect.
- 5.11 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of Orange County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of

any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

- 5.12 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board of County Commissioners and the Town Council.
- 5.13 This document incorporates and includes all prior negotiations, correspondence, conversations, and agreements applicable to the matters contained herein and the parties agree that there are no commitments, or agreements concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 5.14 The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the authorized signatories named below have executed this Memorandum of Agreement on behalf of the parties as of the Effective Date.

(Official Seal)

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

**TOWN OF EATONVILLE, FLORIDA**  
By: Town Council

By: \_\_\_\_\_  
Angie Gardner  
Mayor

Date: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Veronica L. King  
Town Clerk



**Exhibit “A”**

[Attached – 3 Pages]