



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## COMMUNITY REDEVELOPMENT AGENCY

### AGENDA

Thursday, June 20, 2024, at 6:30 PM

Town Hall - 307 E Kennedy Blvd

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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. PRESENTATIONS
  - 1. Presentation of Business of the Month - 4 Rivers Smokehouse Catering (**Administration**)
- V. CITIZEN PARTICIPATION (**Three minutes strictly enforced**)
- VI. CONSENT AGENDA
  - 2. Approval of CRA Board Meeting Minutes – 5-30-2024 (**Clerk Office**)
- VII. BOARD DISCUSSION
  - 3. Approval of Reimbursement of Legal Fees (**Administration**)
- VIII. BOARD DECISIONS
  - 4. Approval of Resolution CRA-R-2024- 24 Contract with the GAI Consultants' Community Solutions Group (**Administration**)
  - 5. Approval of Resolution CRA-R-2024- 25 - Paint, Plant, and Pave Funding Program - 427 Clark Street (**Administration**)
  - 6. Approval of Resolution CRA-R-2024- 26 Approving the Updated CRA Bylaws (**Administration**)
- IX. STAFF REPORTS
- X. BOARD REPORTS
- XI. 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

### JUNE 20, 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:** Presentation of Business of the Month - 4 Rivers Smokehouse Catering (Administration)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Business of the Month Award</li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>	YES	
<b>CRA DISCUSSION</b>		

**REQUEST:** CRA Chair presents 4 Rivers Smokehouse Catering with the March Business of the Month Certificate. Resolution CRA-R-2024- 1 Authorized the Business of the Month Program.

**SUMMARY:** TOECRA Business of the Month program is aimed at recognizing local businesses in our community who provide an invaluable contribution to our community and residents. The program is intended for businesses in the service, commercial, or retail industry who directly provide a service or goods to residents and visitors. Through use of the Town’s social media platforms and other community engagement opportunities (i.e.- monthly newsletter), businesses who participate in the program will receive the benefits of direct outreach and marketing.

4 Rivers Smokehouse began with the launch of the “Barbecue Ministry” in 2004 when John Rivers hosted a cookout fundraiser to support a local family whose young daughter was battling cancer. This one event resulted in a passion for supporting local schools, churches, and charitable organizations, and a few years later, smoking thousands of pounds of meat out of a garage just would not cut it anymore. After trials, tribulations, and a whole lot of burnt ends, we finally flipped that “Hot Brisket Now” sign on in October of 2009. Within the first hour, a line had formed out the door...and then around the corner. Today, they have several locations across the state of Florida, with plans for continued expansion and more than 1,000 amazing folks on our 4 Rivers team. Most importantly, the Barbecue Ministry remains the foundation and focus, and will continue until the cows come home.

**RECOMMENDATION:** None.

**FISCAL & EFFICIENCY DATA:** None.

# BUSINESS OF THE MONTH

THIS CERTIFICATE IS PROUDLY PRESENTED TO

## **4 Rivers Smokehouse Catering**

*as a Thank You for your business presence in the Town of  
Eatonville Community Redevelopment Agency*

June 2024

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Angie Gardner

*Mayor of the Town of Eatonville*



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Shaniqua Rose

*CRA Executive Director*





# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### JUNE 20, 2024, 6:30 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 CRA Board Meeting Minutes – 5-30-2024 (Clerk Office).

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department:</b> LEGISLATIVE (CLERK OFFICE)
<b>CONSENT AGENDA</b>	YES	<b>Exhibits: (CRA Board Meeting Minutes:</b> - Thursday, May 30, 2024, 6:30 p.m. (CRA Board Mtg)
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

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

-Thursday, My 30, 2024, 6:30 p.m. (Rescheduled CRA Board Meeting on the 5<sup>th</sup> Thursday)

**SUMMARY:** The CRA Board Meeting rescheduled for the 5<sup>th</sup> Thursday, May 30, 2024, at 6:30 p.m. Meeting minutes have been transcribed for record purposes.

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

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

Town of Eatonville



**CRA MEETING  
MINUTES WILL BE  
FORTHCOMING FOR  
MAY 30, 2024**



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### JUNE 20, 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:** Approval of Reimbursement of Legal Fees (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits: <i>**Pending Documents, to be provided separate from the board package.</i></b> <ul style="list-style-type: none"> <li>• Invoice</li> <li>• Ethics Complaint</li> <li>• Final Ruling</li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>	YES	

**REQUEST:** The Request is for The TOECRA Board of Directors to Approve Reimbursement of Legal Fees

**SUMMARY:** In an ethics complaint filed by Councilwoman/Director Wanda Randolph, it was alleged that Mayor Angie Gardner, while serving as the Chair of the Town of Eatonville Community Redevelopment Agency (TOECRA), corruptly misused her public position; thus, violating Section 215.425, Florida Statutes. On June 7, 2024, the State of Florida Commission on Ethics concluded that the complaint showed “no probable cause” and dismissed the case. As a result of this investigation, personal funds were spent to attain a lawyer to facilitate the matter on behalf of Mayor and then, TOECRA Chair Angie Gardner. Because there was no probable cause and the case was dismissed, reimbursement of the funds is being requested – as allowed by law.

**RECOMMENDATION:** Funds are paid by the complainant so that the taxpayers do not have to carry the burden of this cost; however, should the complainant choose not to pay the funds, then the TOECRA reimburses the costs.

**FISCAL & EFFICIENCY DATA:** Invoices to be provided



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### JUNE 20, 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		<b>Exhibits:</b> <ul style="list-style-type: none"><li>Resolution CRA-R-2024-24</li><li>Contract with Scope of Services</li></ul>
NEW BUSINESS		
ADMINISTRATIVE		
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 successful and mutually beneficial partnership is one of the key objectives before, during, and after 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.

**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.



**RESOLUTION #CRA-R-2024-24**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE CONTRACT WITH THE GAI CONSULTANTS' COMMUNITY SOLUTIONS GROUP (GAI) FOR PROFESSIONAL PLANNING SERVICES FOR EATONVILLE CRA PLAN UPDATE IN THE AMOUNT OF \$50,000 PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS** the members of the Board of Directors are the governing body of the agency; and

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

**WHEREAS** the Board of Directors wishes to enter into a partnership with a valued community stakeholder from the Governing body of the County or Municipality; and

**WHEREAS** 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 successful and mutually beneficial partnership is one of the key objectives before, during, and after 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.

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

**SECTION ONE: FINDINGS:** The recitals set forth above are hereby acknowledged and accepted by the Eatonville Community Redevelopment Agency as findings made by the Board of Directors and does hereby incorporate such recitals as findings into this Resolution.

**SECTION TWO: AFFIRMATION:** The Board of Directors of the Eatonville Community Redevelopment Agency does hereby affirm its findings in the CRA Plan and Chapter 163, Florida Statute as provided.

**SECTION THREE: 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.

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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 successful and mutually beneficial partnership is one of the key objectives before, during, and after 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 update will cost \$50,000 and it will cover two different services; the plan update and the CRA extension.

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

**SECTION FOUR: CONFLICTS:** All or part of any 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 20<sup>th</sup> day of June 2024.**

\_\_\_\_\_  
**Wanda Randolph, Chair**

ATTEST:

\_\_\_\_\_  
Veronica L. King, Town Clerk



Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

A GAI Consultants Inc. Service Group

May 31, 2024

Ms. Shaniqua (Shan) Rose  
Town of Eatonville CRA Director

**Scope of Services -DRAFT**  
**Professional Planning Services for Eatonville CRA Plan Update**  
**GAI Project: R240806.00**

Dear Ms. Rose,

GAI Consultants' Community Solutions Group ("GAI" or "CSG") is pleased to submit this Proposal to the Town of Eatonville ("Client") for an update to the Town of Eatonville Community Redevelopment Area ("CRA") 2105 Plan. This Proposal outlines the scope of work and costs based on our understanding of the assignment.

**Understanding**

The proposed scope of work is based on the following understanding of the items listed below:

1. Plan Background and Timeframe:

- 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 successful and mutually beneficial partnership is one of the key objectives before, during, and after the CRA Plan Update. This early coordination with the County may also influence whether and how the CRA proceeds with the Plan Update. Specifically, suppose 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.

2. Scope Outline:

- Based on the information provided above, CSG recommends splitting the scope of work into two parts. Part 1 involves seeking a CRA timeline extension and plans review, while Part 2 involves updating the plan. Below is the proposed scope outline.
  - Part 1: CRA Timeline Extension & Project Coordination *(All these tasks will continue through Part 2 of the scope)*
    - Task 1: CRA Extension Coordination with County
    - Task 2: Meetings and Project Coordination
    - Task 3: Plans Review
    - Task 4: On-Call Planning Consultation
  - Part 2: CRA Plan Update *(contingent on the County's decisions)*
    - Task 5: Initiation
    - Task 6: Assessment and Evaluation
    - Task 7: Market Assesmet
    - Task 8: CRA Plan
    - Task 9: Working Group and CRA Board Meetings

3. Contracting and Procurement:

- The Town will utilize Orange County Contract #Y22-143B for Professional Planning Services. Please note that CSG will need to follow all the terms and conditions outlined in this contract, including meeting SBE/WBE requirements. Therefore, adding other consultants may be required and not included in this scope of work. The Town also has the option to implement its own procurement process.

4. Community Engagement:

- The Town prefers not to conduct public meetings for the CRA plan update due to significant public engagement already conducted through other processes, such as the Town's Master Plan, FEMA Plan, Vision Zero Plan, and EPA R2P2 Technical Assistance, among others.

5. Project Timeline:

- Part 2 of the project will begin after Orange County agrees to extend the CRA, the Town Master Plan Process is 90% complete, and the EPA R2P2 Technical Assistance final report has been delivered.

## **Scope of Outline**

### **Part 1: CRA Timeline Extension & Project Coordination**

This first part can commence once the Client and CSG have an executed contract. All tasks performed in Part 1 will be billed hourly, not to exceed the agreed limit, until CSG receives written notification and approval from the Client. All these tasks will continue through Part 2 of the scope.

#### **Task 1: CRA Extension Coordination with County (Hourly)**

CSG can assist the Town staff by coordinating and preparing comprehensive meetings with Orange County staff to discuss the extension of the CRA timeframe. This extension would potentially prolong the CRA's duration, moving the sunset date to 2057. CSG's support will include organizing these critical discussions, providing necessary documentation, and ensuring that all relevant information is communicated effectively to facilitate a favorable outcome for the Town.

1. County/Town Coordination Call: During the project's lifespan, regular progress meetings with Orange County are estimated to be five (5) meetings on an as-needed basis. Additional meetings will be billed on an hourly basis.

#### **Task 2: Meetings and Project Coordination (Hourly)**

CSG will attend regular review meetings with the Client not already accounted for in *Task 8: Working Group and CRA Board Meetings*. Meetings are budgeted as hourly, not to exceed. Any meetings beyond the ones estimated below will be considered additional services.

1. Project Management Plan: CSG will create a detailed work plan and schedule, including project team responsibilities and milestones.
2. Project Initiation Meeting: CSG will prepare an in-person meeting with the Client to confirm the project scope, objectives, schedule, deliverables, team and working group members' roles, and responsibilities. The project initiation meeting will occur on the same day as the site visit.
3. Project Administration: CSG will complete general administrative tasks, including communicating and coordinating with the Client.
4. Review/Coordination Meetings: During the project's lifespan, regular progress meetings are estimated to be six (6) meetings on an as-needed basis. Additional meetings will be billed hourly.

#### **Task 3: Plan and Documents Review (Hourly)**

1. Plans Review: CSG will review and evaluate all documents pertinent to the CRA, including but not limited to the 1997 and 2015 CRA Plan, 2024 Town's Master Plan, Vision Zero Plan, and EPA R2P2 Report, among others. The intent is to have a holistic understanding of the goal and intent of all past and current plans. All these plans will help inform the 2024 CRA Plan Update vision, goals, strategies, and projects and identify what to stay in the plan and what we need to modify or update.

#### **Task 4: On-Call Planning Consultation (At-Request)**

CSG will provide ongoing design and planning consultations to the Client at request at an hourly rate for items listed below:

1. Materials (plans, narratives, drawings, memos) to justify plan extension
2. Grants Application support
3. Ongoing refinement and updating of the master plan.
4. Additional conceptual studies, alternative analysis, and detailed site plan studies for specific uses or specific parcels.
5. Any additional planning services not included in this scope.

### **Part 2: Plan Update**

Part 2, as written below, will commence after Orange County makes a verbal or written commitment to extend the CRA timeframe.

#### **Task 5: Initiation**

To kick off the project, CSG will work with the Client on all the items outlined below.

2. Site Visit and Visual Documentation: Concurrent with the Project Initiation Meeting and under the Client's guidance, CSG will tour the CRA area and create photo documentation to help inform the area assessment (*See Task 6: Area Assessment & Evaluation*). The primary purpose will be to document the overall character and image of the areas (residential, East and West Kennedy, Civic Center, etc.) streetscape, gateway elements, parks, and open space, among other physical elements, to help inform the physical assessment and evaluation of the CRA. The area visual documentation and takeaways will be included in the deliverable for *Task 6: Area Assessment & Evaluation*.
3. Working Group Formation Strategy: CSG recommends that the Client create a Working Group for the project to help guide the planning process. This group will be comprised of town staff and leadership, neighborhood groups, business owners, landowners, and other organizations or community members interested in the town's and CRA's future. The committee will help guide, validate ideas, and make recommendations regarding the CRA's vision and plan. The intent is to meet with the Working Group at different project stages.
4. Data and Information Gathering: CSG will work with the Client to collect all plans, reports, imagery, and available data (GIS or other) pertinent to the project.

#### **Task 6: Assessment & Evaluation**

Concurrent with some of the items outlined in *Task 5: Initiation*, CSG will conduct an area assessment and evaluation to help inform the CRA Plan Update.

5. Policy Review: CSG will complete a review of current zoning, land use, regulatory/code language, and programs and incentives that affect the redevelopment of the area.

6. Demographics: CSG will gather and analyze the demographic and socio-economic characteristics of the CRA and City, or CSG can use the demographic data collected as part of the Town's Master Plan.
7. Map/Project Inventory and Parcel Characteristic Analysis: CSG will map and inventory all past, current and future projects, as well as the existing urban conditions, zoning, existing land use, future land use, street network, parks, and open space, wetlands, conservation, natural systems, and infrastructure (utilities, parking, and stormwater), and other elements if relevant. CSG will create a parcel characteristics analysis (Vacancy, Ownership, New Development Permits...etc), all subject to the availability of GIS or other data from the City or other agencies.
8. Opportunities and Constraints Map Series: Based upon the above-described review and map inventory, CSG will develop a series of opportunities and constraint maps, which may include but are not limited to 1) Area Character and Image, 2) Access and Connectivity, 3) Stormwater and utilities (based on data or information availability), 4) Parks and Open Space, 4) Initial Identification of Potential Redevelopment sites and 5) Projects.
9. Area Assessment & Evaluation Documentation: CSG will compile the items listed under this task in a report. The deliverables will take the form of tables, memos, graphs, or others as appropriate to the output involved, summarized into a report with proper documentation.

## Task 7: Market Assessment

CSG will prepare a Market Assessment that will include the following:

1. Market Conditions: Concurrent with *Task 6: Area Assessment & Evaluation*, CSG will analyze the current economic conditions of commercial and residential markets that shall address the following:
  - a. Business and employment will include business by type, amount of commercial floor space occupied and vacant, cost to lease/rent retail floor space, and unemployment rate.
  - b. Residential dwelling units are to include the number of single-family and multi-family, amount occupied, owner-occupied and renter-occupied, vacancy rate, median dwelling unit value, and cost to rent.
2. Market Potential: Concurrent with *Task 8: CRA Plan* CSG will create an analysis of market potential that may include, but not be limited to, gap analysis and potential development opportunities for commercial and residential markets within the CRA. Potential development opportunities shall be based on current demographic and land use data. They shall assess a fifteen (15) year future growth projection of commercial and residential uses.
3. Market Assessment Report: CSG will create a report containing tables, memos, graphs, or others as appropriate to the output involved, summarized into a report with proper documentation.

## Deliverables:

- Market Assessment Report (PDF Format)

## Task 8: CRA Plan

After completing the Area and Plan Assessment and Evaluation, CSG will work hand-in-hand with the Client and Working Group on the creation of a CRA Plan Update. Four (4) Working Group meetings will occur concurrently with this task; *see Task 9: Working Group and CRA Board Meetings*. The CRA Plan Update work will be performed in five (5) steps outlined below:

1. Visioning and Frameworks: CSG will utilize the Town's Master Plan Elements as a base to create the CRA Plan Vision and Frameworks described below.
  - a. Vision Statement & Guiding Principles: CSG will develop a vision statement and a series of guiding principles that describe the CRA's future goals and act as an umbrella for the goals/big moves and actions that are developed.
  - b. Goals / Big Moves: CSG will create a series of goals / big moves. The goals will outline the key actions the CRA will take to execute the vision. The actions will be organized into the following types: 1) policy (code & regulations), 2) organizational (administrative & program), 3) funding, and 4) physical improvement (development, public realm & infrastructure).
  - c. Framework Plans: CSG will create a series of framework plans to help support the big moves.
2. Capital Projects and Program: CSG will identify potential redevelopment sites and projects.
  - a. Vision-based Concept Plan: CSG will create a vision plan to illustrate the potential for future redevelopment in the public realm and infrastructure projects. The concept plan will help inform the selection of the catalyst sites. CSG will deliver one (1) illustrative plan rendering.
  - b. Renderings: CSG will deliver up to 3 (three) renderings, one (1) birds-eye view, and two (2) street-level views of some of the proposed projects.
3. Implementation: CSG will create a summary implementation plan with the goals and actions. The actions will have a timeframe and be organized by type and implementation level (basic, progressive, and transformational). CSG will prepare a 5-year capital improvement program (CIP) for the CRA, increment revenue projections for the CRA through the sunset date at 5-year increments, and initial budgets for program implementations.
4. Draft Plan: CSG will deliver a draft plan document with up to three (3) revisions. The report will contain tables, memos, graphs, diagrams, and renderings or others as appropriate to the output involved.
5. Final CRA Plan: CSG will deliver a Final CRA Plan Document. CSG will compile, summarize, and address the Clients, Working Group, and Board Members and create a Final Plan Document.

### Deliverables:

- Draft CRA Plan (PDF Format)
- Final CRA Plan (PDF Format)



## Task 9: Working Group and CRA Board Meetings

CSG will prepare, attend, and conduct up to four (4) Working Group Meetings and two (2) CRA Board meetings.

1. Working Group Meetings: CSG will prepare, attend, and conduct up to four (4) in-person Working Group meetings. These meetings intend to present progress updates and gather input from the group members for the CRA Plan Update.
  - a. Meeting #1: Project Kick-Off and Area Understanding: Concurrent with the Site Visit (See Task 1: Initiation Item 4), CSG will prepare and facilitate an in-person meeting. At this first meeting, CSG will introduce the project and set expectations. This first meeting intends to gather initial input from the group about the CRA's current vision, goals, projects, programs, and design standards.
  - b. Meeting #2: Assessment & Evaluation: CSG will present the area and market assessment findings. The meeting will start with a presentation followed by a facilitated group discussion.
  - c. Meeting #3: Vision and Projects: CSG will present the CRA Vision, Frameworks, Concept Plan, and Potential Projects. The meeting will start with a presentation followed by a facilitated group discussion.
  - d. Meeting #4: Draft Plan: CSG will present the Draft CRA Plan. The meeting will start with a presentation followed by a facilitated group discussion.
2. CRA Board Meetings: CSG will attend up to two (2) CRA Board Meetings to present the Draft and Final Plan to the Board Members.

## **Schedule**

GAI will refine the schedule and sequence of events with the Client and work towards a mutually agreed-upon schedule with benchmarks for each Task. We anticipate that Part 1 will take three to four months and Part 2 will take six to nine months.

## Compensation

Compensation for services rendered by GAI will be paid on a lump sum or hourly basis, as indicated below.

Tasks	Description	Term	Fee
<b>Part 1: CRA Timeline Extension &amp; Project Coordination (Hourly)</b>			
1	CRA Extension and Coordination	Hourly (NTE)	\$4,000
2	Meetings and Project Coordination	Hourly (NTE)	\$4,500
3	Plan Review	Hourly (NTE)	\$5,000
4	On-Call Planning Consultation (At-Request)	Hourly (NTE)	\$5,000
Part 1 Total:			\$18,500
<b>Part 2: CRA Plan Update (Lump Sum)</b>			
5	Initiation	Lump Sum	\$3,000
6	Assessment and Evaluation	Lump Sum	\$10,000
7	Market Assessment	Lump Sum	\$10,000
8	CRA Plan	Lump Sum	\$20,000
9	Working Group and CRA Board Meetings	Lump Sum	\$12,000
Part 2 Total			\$55,000
	Direct Expenses (Estimated):		\$1,000
	Total Part 1 and 2 Estimate ( <i>including direct expenses</i> )		\$74,500

## Reimbursable Expenses

Reimbursable expenses may include in-house and out-of-house project costs required to perform and deliver design documents, expenses related to out-of-town travel for project meetings, permit phase services, and construction phase services such as postage, courier services, overnight deliveries, mileage, rental cars, and meals. General reproduction for progress prints and permit submittals is not anticipated. Reimbursable expenses will be invoiced separately on an actual cost basis.

### **Assumptions and Understandings**

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

1. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
2. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
3. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
4. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
5. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
6. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
7. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within ninety (90) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within ninety (90) calendar days.



Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

## Memorandum

To	Kesi Warren, Orange County	Pages 1
CC	Kaitlin Kolhoff, Orange County; Pete Sechler, GAI	
Subject	Y22-143B-AH GAI Subconsultants	
From	Blake Drury, GAI	
Date	August 12, 2022	

Ms. Warren,

You requested a written statement listing all majority subconsultants GAI will use on the above-referenced contract. Our subconsultants, listed below, are all part of Orange County's M/WBE or SDV program. No majority subconsultants are included on our team.

### Subconsultants:

1. ecoPreserve, LLC – 12% of contract value for Sustainability Planning (WBE)
2. Rhodes + Brito Architects, Inc. – 5% of contract value for Architectural (MBE)
3. The Balmoral Group, LLC – 8% of contract value for Economic Consulting and GIS (WBE)
4. Drummond Carpenter, PLLC - 8% of contract value for Community Planning Services, Civil Engineering, and Sustainability Services (SDV)

END NOTES

GAI Consultants, Inc.  
618 E. South Street  
Suite 700  
Orlando, Florida 32801

T 407.423.8398  
F 407.843.1070  
gaiconsultants.com

A GAI Consultants, Inc. Service Group



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### JUNE 20, 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-2024-25 - Paint, Plant, and Pave Funding Program - 427 Clark Street (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

CRA DECISION	YES	Department: ADMINISTRATION
CONSENT AGENDA		<b>Exhibits:</b> <ul style="list-style-type: none"><li>Resolution CRA-R-2024-25</li><li>Application Packet</li><li>Funding Agreement</li></ul>
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

**REQUEST:** Approval of Resolution CRA-R-2024-25 Approving a funding agreement for the Paint, Plant, and Pave Program at 427 Clark Street in the amount of One Thousand Four Hundred Dollars (\$1,400).

**SUMMARY:** The Paint, Plant, and Pave Program (PPPP) was created to immediately enhance the aesthetics of single-family and multi-family 4-unit properties within residential neighborhoods. This program was created to provide curb appeal to single-family and multi-family 4-unit properties in despair in residential neighborhoods within the Town of Eatonville Community Redevelopment Area. The proposed improvements may include painting, landscaping, awnings, sidewalks, etc. The TOECRA will assist up to \$5,000 per property for exterior improvements. Applications must be reviewed and approved prior to beginning work.

**RECOMMENDATION:** Staff is recommending the Board of Directors to approve a funding agreement for the Paint, Plant, and Pave Program at 427 Clark Street in the amount of One Thousand Four Hundred Dollars (\$1,400).

**FISCAL & EFFICIENCY DATA:** The cost for the Paint, Plant, and Pave Program funding agreement located at 427 Clark Street in the amount of One Thousand Four Hundred Dollars (\$1,400) item 303-0515-515-4622; there is \$50,000 available.

**RESOLUTION #CRA-R-2024-25**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING A FUNDING AGREEMENT FOR THE PAINT, PLANT, AND PAVE PROGRAM AT 427 CLARK STREET IN THE AMOUNT OF ONE THOUSAND FOUR HUNDRED DOLLARS (\$1,400) PROVIDING 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 desire to Approve a funding agreement for the Paint, Plant, and Pave Program at 427 Clark Street in the amount of One Thousand Four Hundred Dollars (\$1,400).

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

**SECTION ONE: SUMMARY:** The Paint, Plant, and Pave Program (PPPP) was created to immediately enhance the aesthetics of single-family and multi-family 4-unit properties within residential neighborhoods. This program was created to provide curb appeal to single-family and multi-family 4-unit properties in despair in residential neighborhoods within the Town of Eatonville Community Redevelopment Area. The proposed improvements may include painting, landscaping, awnings, sidewalks, etc. The TOECRA will assist up to \$5,000 per property for exterior improvements. Applications must be reviewed and approved prior to beginning work; and

**SECTION TWO: OBJECTIVES:** To immediately enhance the aesthetics of single-family and multi-family up to 4-unit properties within the residential neighborhoods of the TOECRA; and

**SECTION THREE: DESCRIPTION:** This program is created to provide curb appeal to single-family and multi-family up to 4-unit properties in despair in residential neighborhoods of TOECRA. The proposed improvements may include pressure cleaning, painting, minor façade repairs, landscaping, awnings, sidewalks, driveways, parking lot sealing, irrigation systems, fence repair or removal, and minor interior repairs affected by exterior improvements. Approved applicants must provide an invoice after the work is complete. The TOECRA will issue payment to approved applicants within 45 days of receipt of invoice; and

**SECTION FOUR: PROGRESS:** Complete applications will be approved on a first come first serve basis and must meet the following criteria:

- All applicants must not have outstanding code enforcement violations or liens;
  - Exceptions on a case-by-case basis
- The property must be in compliance with all TOE regulatory requirements, including but not limited to code enforcement and rental housing licensing.
  - This requirement may be requested to be waived by the TOECRA Board if the improvements will help to remedy minor outstanding code violations.
  - No guarantees of approval are implied by this provision.
- Single-family and multi-family up to 4-unit properties are eligible.

- Three (3) estimates from licensed contractors must be provided.
- Work has not begun prior to approval by TOECRA Board of Directors.

The Owner shall maintain the improvements to the property. Should the Owner fail to maintain the improvements, the Owner will be required to repay the TOECRA for the cost of improvements, including labor.

**SECTION FIVE: PROGRAM FUNDING:** All awards will be treated as zero-interest, deferred loans. For those property owner applicants qualifying for the PPPP program up to \$5,000, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety. If the property is demolished, the title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the deferment period, the loan will be prorated accordingly per year and the remaining balance shall be paid back to the TOECRA. If the total project cost is \$999 or less, and the property is either demolished, title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the one-year period following disbursement of funds by the TOECRA, the full amount disbursed shall be paid back to the TOECRA. The amount of the deferred loan will be amortized in monthly installments over a specified period per the agreement term (36, 48 or 60 months) beginning on the date of execution of the Funding Agreement. The TOECRA will automatically forgive the monthly installments without any action as the installments become due if the project is in compliance with all terms of the Funding Agreement.

**SECTION SIX: PROGRAM SPECIFICATIONS:** The TOECRA PPPP benefits are contingent upon funding availability, TOECRA Board approval, and are not to be construed as an entitlement or right of a property owner or applicant. The property must remain free of all liens, judgments, and encumbrances of any kind. This provision may be waived by the TOECRA Board if development plans for said property meet the goals and objectives as set forth in the TOECRA Redevelopment plan. Upon grant approval, said property must remain free of all liens, judgments, or encumbrances of any kind under the term of the agreement. The applicant cannot apply for the program within one year after the lien has been released; and

**SECTION SEVEN: DIRECTION:** The TOECRA Board of Directors do hereby desire to Approve a funding agreement for the Paint, Plant, and Pave Program at 427 Clark Street in the amount of One Thousand Four Hundred Dollars (\$1,400).

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

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

**PASSED AND ADOPTED this 20<sup>th</sup> day of June 2024.**

\_\_\_\_\_  
Wanda Randolph, Chair

ATTEST:

\_\_\_\_\_  
Veronica L. King, Town Clerk

## TOECRA Paint, Plant, and Pave Program Funding Agreement

This PAINT, PLANT, and PAVE PROGRAM FUNDING AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_, 202\_\_, by and between the **Town of Eatonville Community Redevelopment Agency, Florida**, a body politic and corporate of the State of Florida (hereinafter referred to as the “TOECRA”), whose address is 307 E. Kennedy Blvd. Eatonville, Florida 32751, and **Angela Thomas**, the property owner (hereinafter referred to as “the Grantee”) whose mailing address is **427 Clark Street**, (hereinafter collectively referred to as the “Parties”).

### WITNESSETH

**WHEREAS**, the TOECRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

**WHEREAS**, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Town of Eatonville Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Town of Eatonville Community Redevelopment Area (the “Area”), the CRA established the Paint, Plant, and Pave Program (“PPPP”) in order to immediately enhance the aesthetics of single-family and multi-family up to 4-unit properties within the residential neighborhoods of the TOECRA; and

**WHEREAS**, this program was created to provide curb appeal to single-family and multi-family 4-unit properties in despair in residential neighborhoods within the Town of Eatonville Community Redevelopment Area. The proposed improvements may include painting, landscaping, awnings, sidewalks, etc.; and

**WHEREAS**, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

**WHEREAS**, the Grantee is presently the owner of certain real property more particularly described in **Exhibit “B”**, which is located within the Area (“the Property”) and within a Focus Area of the PPPP; and

**WHEREAS**, the Grantee is applying for funding under the Paint, Plant, and Pave Program and desires to enter into a PPPP Funding Agreement with the CRA providing for the provision of financial assistance in making those certain home improvements (the “Project” or “Improvements”) to the Property, the Project being depicted and/or described in the application attached hereto as **Exhibit “B”**, and the CRA is willing to do so upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

1. Preamble. By this reference, the preamble set forth above is incorporated herein as a



meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of **One Thousand Four Hundred Dollars** (\$1,400) for funding of the goods and services Grantee acquired for the Improvements to the Property located at **427 Clark Street** as set forth in **Exhibit “B.”**

Repayment to the CRA shall be deferred for a four (4) year period and no interest shall accrue upon the principal of the total grant amount. The total grant amount shall depreciated at 25% for the deferment period. At the end of the four- year period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon completion of the work and upon proof shown that Grantee has in fact paid for the goods and services for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction was completed in the manner approved by the TOECRA Board of Directors and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for funding from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the funding request. The CRA shall provide financial assistance in a sum not to exceed 50% of the total project cost based upon the lowest bid provided by the Grantee or a sum equal to the award amount provided in paragraph 2, whichever is less.

The CRA reserves the right to deny a request for funding if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the TOECRA Board of Directors approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the TOECRA Board of Directors.

4. Use of Funds. Grantee shall use the funds for the sole purpose of improving the building façade and/or stabilization as set forth in **Exhibit “B”**. Funds shall not be used for any City, County or State permitting or impact fees, new building construction and new building additions, certain structural and interior improvements, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, improvements or expenditures made prior to execution of the Agreement, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in **Exhibit “B”** shall be initiated and completed within one (1) year after the Effective Date hereof. Any unspent funds allocated to this

Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has, at his or her discretion, granted the Grantee an extension of time.

7. Records. The Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement and shall make such records available at a mutually agreed upon time for inspection and audit by the CRA staff during regular business hours.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The Grantee shall at all times be in compliance with the Town of Eatonville Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This part is not intended to preclude the Town of Eatonville from granting the Grantee certain waivers, exemptions, or variances as allowed under the Town of Eatonville Code; and
- b. The Grantee shall maintain occupancy for a minimum of three (3) years from the effective date of the Agreement.

9. Default. The following shall constitute an Event of Default if occurred during the term of this Agreement:

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee.
- b. The Grantee's abandonment of the Property for any reason;
- c. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any uncured Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek funding of funds already disbursed, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a

waiver of any other remedy the CRA may have available to it.

If the CRA seeks funding of funds, the Grantee shall pay the CRA a pro rata share (using a four-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials and appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$1,000,000 Combined Single Limit (CSL) per person/per occurrence for bodily injury to, or death to one or more than one person, and not less than \$100,000 per occurrence for property damage.

b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

c. Homeowner's Insurance: If the Property is residential, the Grantee shall provide proof of a current homeowner's insurance policy that includes coverage for fire and hazard for the duration of this Agreement.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

20. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

21. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

22. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

23. No Liability or Monetary Remedy. The Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to the Grantee for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

24. Binding Nature of Agreement. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties hereto and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or

indirectly, to the Grantee, or any portion thereof.

25. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The Grantee cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors, as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

26. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

27. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the CRA, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

- a. If to the CRA:                      Community Redevelopment Agency  
    Eatonville Town Hall  
    307 E. Kennedy Blvd.  
    Eatonville, Florida 32751  
    (with a copy to City Attorney's Office)
- b. If to the Grantee:                  Angela Thomas  
    427 Clark Street  
    Eatonville, FL 32751

28. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

29. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

30. Term. The term of this Agreement shall be four (4) years, commencing on the Effective Date.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and

year indicated below.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Witness:

\_\_\_\_\_  
CRA, Executive Director

Print Name: \_\_\_\_\_

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

The Town of Eatonville Community Redevelopment Agency

\_\_\_\_\_  
CRA Chair

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Veronica King, Town of Eatonville Clerk

The foregoing PPPP Agreement is approved as to form and legality for the use and reliance of the Town of Eatonville Community Redevelopment Agency.

**EXHIBIT “A”****Program**

**SUMMARY:** The Paint, Plant, and Pave Program (PPPP) was created to immediately enhance the aesthetics of single-family and multi-family 4-unit properties within residential neighborhoods. This program was created to provide curb appeal to single-family and multi-family 4-unit properties in despair in residential neighborhoods within the Town of Eatonville Community Redevelopment Area. The proposed improvements may include painting, landscaping, awnings, sidewalks, etc. The TOECRA will assist up to \$5,000 per property for exterior improvements. Applications must be reviewed and approved prior to beginning work; and

**OBJECTIVES:** To immediately enhance the aesthetics of single-family and multi-family up to 4-unit properties within the residential neighborhoods of the TOECRA; and

**DESCRIPTION:** This program is created to provide curb appeal to single-family and multi-family up to 4-unit properties in despair in residential neighborhoods of TOECRA. The proposed improvements may include pressure cleaning, painting, minor façade repairs, landscaping, awnings, sidewalks, driveways, parking lot sealing, irrigation systems, fence repair or removal, and minor interior repairs affected by exterior improvements. Approved applicants must provide an invoice after the work is complete. The TOECRA will issue payment to approved applicants within 45 days of receipt of invoice; and

**PROGRESS:** Complete applications will be approved on a first come first serve basis and must meet the following criteria:

- All applicants must not have outstanding code enforcement violations or liens;
  - Exceptions on a case-by-case basis
- The property must be in compliance with all TOE regulatory requirements, including but not limited to code enforcement and rental housing licensing.
  - This requirement may be requested to be waived by the TOECRA Board if the improvements will help to remedy minor outstanding code violations.
  - No guarantees of approval are implied by this provision.
- Single-family and multi-family up to 4-unit properties are eligible.
- Three (3) estimates from licensed contractors must be provided.
- Work has not begun prior to approval by TOECRA Board of Directors.

The Owner shall maintain the improvements to the property. Should the Owner fail to maintain the improvements, the Owner will be required to repay the TOECRA for the cost of improvements, including labor.

**PROGRAM FUNDING:** All awards will be treated as zero-interest, deferred loans. For those property owner applicants qualifying for the PPPP program up to \$5,000, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety. If the property is demolished, the title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the deferment period, the loan will be prorated accordingly per year and the remaining balance shall be paid back to the TOECRA. If the total project cost is \$999 or less, and the property is either demolished, title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the one-year period following disbursement of funds by the TOECRA, the full amount disbursed shall be paid back to the TOECRA. The amount of the deferred loan will be amortized in monthly installments over a specified period per the agreement term (36, 48 or 60 months) beginning on the date of execution of the Funding Agreement. The TOECRA will automatically forgive the monthly installments without any action as the installments become due, if the project is in compliance with all terms of the Funding Agreement.





**EXHIBIT “B”**

Application for \_\_\_\_\_  
(attached separately and incorporated herein)

JUN 07 2024

Initial: \_\_\_\_\_

Town of Eatonville



**TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY  
PAINT, PLANT, and PAVE PROGRAM APPLICATION**

Property Owner Name: Angela Y Thomas

Co-Property Owner Name: \_\_\_\_\_

Address: 427 Clark St,Email Address: agt329@gmail.comPhone Number(s): (Home) \_\_\_\_\_ (Cell) 321-310-6233Do you currently own the property? ☒ Yes ☐ No

PROJECT DESCRIPTION (A minimum of 3 different items must be proposed)

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Have you received any funding assistance from the Town of Eatonville to date? ☐ Yes ☒ No

If yes, please provide program name(s), dates and amounts awarded:

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For any questions, please contact the Town of Eatonville CRA at 407-623-8916 or email  
[cra@townofeatonville.org](mailto:cra@townofeatonville.org).

Applications can be submitted to [cra@townofeatonville.org](mailto:cra@townofeatonville.org) or in person at Town of Eatonville Town Hall, 307 E. Kennedy Blvd. Eatonville, FL 32751.

THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AND APPROVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BOARD PRIOR TO THE COMMENCEMENT OF ANY WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

The Applicant, \_\_\_\_\_, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Town of Eatonville Community Redevelopment Agency (TOECRA) Staff is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. The TOECRA maintains the right to request any additional information needed to process this Application.

If the Applicant is awarded funding from the Paint, Plant, and Pave Program, the Applicant agrees that it will enter into a Funding Agreement with the Town of Eatonville Community Redevelopment Agency with terms relating to, among other things, the TOECRA's right to receive re-payment of program funds, the TOECRA's right to review and audit any and all records related to the Agreement, and the TOECRA's payment of program funds only upon completion of the project as approved. In case of a default in terms of the Agreement, the Applicant may be responsible for repayment of distributed funds.

*By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Paint, Plant, and Pave Program policies, procedures, and conditions.*

Applicant Signature: \_\_\_\_\_ Date: 06/06/24

Property Owner Signature: \_\_\_\_\_ Date: 06/06/24

THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AND APPROVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BOARD PRIOR TO THE COMMENCEMENT OF ANY WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

EXHIBIT B - OWNER'S AFFIDAVIT OF CONSENT  
STATE OF FLORIDA  
COUNTY OF ORANGE

*Before me, the undersigned authority, this day personally appeared*

Who, duly sworn, upon oath, deposes and says:

1. That they are the duly authorized representative of owner requesting approval of façade grant for the property described below.
2. That all owners that they represent have given their full and complete permission for them to act on their half for the above-stated request.
3. That the following description set forth in this document is made a part of this affidavit and contains the current names, mailing addresses, and legal descriptions for the real property, of which they are the owner of representative.
4. That I acknowledge the applicant's request for funding to make alterations to the property and understand that recommendations may be made by the TOE's Historic Preservation Board, and TOE Planning in connection with this funding request. I, therefore, give my consent to the project described in this application.

Further Affiant sayeth not.

Signature

*[Handwritten Signature]*

Date:

*06/07/24*

PROPERTY ADDRESS

*427 Clark St Eatonville FL 32751*

Sworn to and subscribed before me

This

*14th*

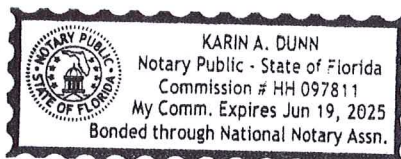
day of

*June*

20 *24*

Notary Public, State of Florida at Large  
My Commission Expires:

*Karin A*



Martin Mejia  
55 E. Second Street  
Apopka, FL 32703

Phone: 407-865-2413

Angela Thomas  
427 Clark Street  
Maitland, FL 32751

Invoice # 0000008  
Invoice Date 06/06/2024  
Due Date 06/06/2024

Item	Description	Unit Price	Quantity	Amount
Service	Repaint house and garage, prep work for project, pressure wash, fix cracks, apply primer etc.	2800.00	5.00	2,800.00
<u>NOTES:</u> Pricing reflects all material cost to include labor.				
		Subtotal	2,800.00	
		Total	2,800.00	
		Amount Paid	0.00	
		Balance Due	\$2,800.00	





# MORGAN CONSTRUCTION

**Bill From**

Name: **MORGAN**  
 Company Name: **MORGAN**  
**CONSTRUCTION COMPANY**  
 City: **Orlando**  
 Phone: **407 979-0268**

**Bill To**

Name: **ANGELA THOMAS**  
 Email: **AYT329@GMAIL.COM**  
 Street Address: **427 Clark St**  
 City, ZIP Code: **Eatonville FL 32751**  
 Phone: **321-310-6233**

**Invoice No. 1**

Invoice Date: **MAY 31, 2024**

Description	Quantity / Hours	Price (\$)	Total (\$)
Power Wash House Exterior			
Caulk gaps and spots were its required			
Repaint house exterior the same color			
Material and labor cost			\$3,800
Subtotal			\$3,800
Sales Tax			0.00
Other			
Total			\$3,800

**Terms and Conditions**

Thank you for your business. Please provide 60% of payment upon the start of this project. and the remaining balance on completion



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### JUNE 20, 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- 26 Approving the updated CRA Bylaws. (Administration)

**COMMUNITY REDEVELOPMENT ACTION:**

CRA DECISION	YES	Department: Administration
CONSENT AGENDA		<b>Exhibits:</b> <ul style="list-style-type: none"><li>Resolution CRA-R-2024-26</li><li>Drafted Bylaws</li></ul>
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

**REQUEST:** Approval of Resolution CRA-R-2024-26 Approving the updated CRA Bylaws.

**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 CRA Bylaws must be reviewed annually, and updates made accordingly.

**RECOMMENDATION:** Staff is recommending the Board of Directors to approve the CRA Bylaws.

**FISCAL & EFFICIENCY DATA:** None.

**A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) REPEALING THE EXISTING BYLAWS AND ADOPTING THE FOLLOWING BYLAWS AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**Whereas, NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA.**

## **ARTICLE 1: DEFINITIONS**

Unless otherwise noted in the Bylaws, the terms used herein have the same meaning as defined in Section 163.340, Florida Statutes.

## **ARTICLE 2: GENERAL**

**2.1 ESTABLISHMENT and NAME:** Pursuant to Chapter 163, Part III, Florida Statutes, the Town Council of the Town of Eatonville, Florida, as the governing body (the "Town") established a community redevelopment agency known as the Town of Eatonville Community Redevelopment Agency (the "TOECRA"), as a legal entity, separate, distinct, and independent from the Town.

**2.2 Purpose and Objectives.** The purpose of the TOECRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within designated areas of the Town, consistent with the Town of Eatonville Community Redevelopment Plan adopted by the Town in Resolution No. 1997-23, adopted by the Town on December 16, 1997, as such Plan may from time to time be amended.

**2.3 Members and Terms.** In accordance with Section 163.357(1)(a) and (c), Florida Statutes, and Town of Eatonville Resolution No. 1997-23, the TOECRA shall be governed by a board (the "Board") consisting of the five (5) members of the Town of Eatonville Town Council plus two appointed members. One of the appointed members shall be nominated for appointment by Orange County and one appointed by the Town Council. Those TOECRA Board members who are also members of the Town Council shall have terms that run concurrent with their Town Council terms. The two (2) appointed Board Members shall serve four (a) year terms. However, the initial term for seat one (l) shall be for a two (2) year term for the purpose of staggering the terms. The person appointed by the Town Council to serve on the Board shall reside or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the Town of Eatonville, and shall be otherwise eligible for such appointment under Chapter 163, Part III, Florida Statutes. When a Board Member's term has concluded, the Board Member shall retain his or her seat on the Board until such time that a successor has been appointed who meets the qualifications to serve on the Board.

**2.4 Compensation.** Board members shall serve without compensation from the TOECRA but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the TOECRA. Requests for reimbursement shall be subject to the requirements applicable to members of the Town of Eatonville Council under the policies of the Town.

**2.5 Operation.** In accordance with Chapter 163, Part III, Florida Statutes, the TOECRA shall have all the powers and authority necessary or convenient to carry out and effectuate the purposes and provisions of the referenced statute. Unless expressly provided otherwise by law or lawful actions of the TOECRA Board, the Town of Eatonville policies and procedures shall govern the actions of the TOECRA.



**2.6 TOECRA Documents.** The official set of TOECRA books and financial records shall be maintained in the Town of Eatonville Financial Services Department. The official records, documents and minutes of the TOECRA shall be maintained in the Town of Eatonville Clerk Office. All TOECRA books, records, documents and minutes shall be opened for public inspection as provided by law.

**2.7 Principal Office.** The TOECRA's principal office shall be at any place within the Town of Eatonville as the TOECRA Board designates.

**2.8 CRA Plan and CRA District.** The CRA Plan can be amended from time to time by the Town Council at the recommendations of the Board of Directors and/or Executive Director. The purpose of the CRA Plan is to identify policies and actions to remedy the Conditions of Slum and Blight that have been determined to exist within the CRA District. The CRA District can only be amended at the recommendation of the Board of Directors to the Town Council. The CRA District consists of all the Town's boundaries.

**2.9 DOCUMENTS AND OPERATIONS.** The Town Clerk shall be the custodian of all public records for the agency. All CRA records shall be made available for public inspection as provided by Florida Law. The CRA shall operate under the business hours of 8:00 A.M., to 5:00 P.M., Monday through Friday except for holidays. The Executive Director may adjust office hours for special occasions and/or events as needed.

### **ARTICLE 3: CRA BOARD OF DIRECTORS**

**3.1 MEMBERS OF THE BOARD OF DIRECTORS.** Per the Interlocal Agreement established between the taxing authorities (Orange County and the Town of Eatonville) and the Agency consistent with Chapter 163 Part III of the Florida Statute, the membership must consist of the five (5) Town Council members plus two (2) members appointed by each taxing authority as long as the Town Council serve as members of the Board of Directors. The Town Council may elect to appoint an independent Board of Directors of at least (5) five members but no more than seven (7) to serve on the Board of Directors. If this method is chosen, the membership must be consistent with Florida Statute Chapter 163 Part III with appointments required by the taxing authorities as per the stated Interlocal Agreement. Board member shall serve without compensation but are entitled to reimbursement for actual expenses incurred in discharging their duties in accordance with agency and/or Town policies and allocated fiscal budget.

**3.2 CHAIRMAN:** The Chair shall preside over all meetings and shall serve as the oversight of the Executive Director for the Board of Directors. The Chair shall also execute all official documents of the agency when necessary or as authorized by the Board of Directors. The Chair does not have any Administrative duties unless there is an absence or vacancy of an Executive Director at which the Board of Directors must by Resolution authorize first and not to exceed a 30-day period. The Chair shall review with the Executive Director all agendas prior to presentation to the Board of Directors. The Chair may not interfere with the day-to-day operations of the agency (see Executive Director). The Town Council shall appoint a Chairman of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

**3.3 VICE CHAIRMAN:** Shall have all the duties of the Chairman in his/her absence. The Town Council shall appoint a Vice Chairman of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

**3.4 EXECUTIVE DIRECTOR:** The Executive Director shall serve as the Chief Executive Officer of the CRA. The Executive Director shall be in charge of all day-to-day operations of the agency consistent with CRA Policies and Procedures. The Executive Director shall supervise all employees, professional service providers, consultants, and vendors of the

agency. The Executive Director has the authority to terminate all employees, professional service providers, consultants, and vendors of the agency. The Board of Directors must enter into an employment agreement with the Executive Director, as negotiated by the agency and the Executive Director. The termination of the Executive Director requires a super majority vote of the Board of Directors. The Executive Director has the authority to execute employment terms for all budgeted positions without the approval of the Board of Directors. The Executive Director shall adhere to all Florida Statutes and applicable provisions.

#### **ARTICLE 4: INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING:**

**4.1** The Agency shall have the authority to enter into long or short term with the Town of Eatonville for any reason deemed necessary for the efficient conduct of the agency and/or the Town. A Memorandum of Understanding can be established to accomplish short-term redevelopment activities not contemplated by any Interlocal Agreement.

#### **ARTICLE 5 MEETINGS:**

**5.1 REGULAR MEETING:** All regular meeting dates and times shall be approved and posted for the fiscal year by the Board of Directors prior to the last day of December of the previous fiscal year. The CRA Advisory Board may adopt a monthly, quarterly semi-annual, or annual meeting schedule. All regular meetings must be held consistent with CRA policies and procedures along with Florida Statute. Meetings may be canceled by the Chairman and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures.

**5.2 SPECIAL MEETINGS:** Special meetings may be called by the Chairman and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures. All Special meetings must be held consistent with CRA policies and procedures along with Florida Statute.

**5.3 EMERGENCY MEETINGS:** For urgent matters requiring immediate Board of Directors action may be called by the Chairman and the Executive Director with a 24-hour notice or as soon as possible. Prior public notice shall not be required but shall be provided as soon as possible. All emergency meetings must be held consistent with CRA policies and procedures along with Florida Statute.

**5.4 QUORUM:** The presence of a majority of the Board of Directors shall constitute a quorum for meeting purpose.

**5.5 AGENDA:** The Executive Director shall prepare all meetings Agendas with review by the Chairman. The Agenda and Agenda Packet must be delivered to each member no later than two (3) days prior to the meeting date. Agenda items requested by Board members must be in writing and presented to the Executive Director seven (7) days prior to such a meeting scheduled.

#### **ARTICLE 6. FINANCIAL MANAGEMENT and ANNUAL REPORTING**

**6.1 FISCAL YEAR:** The CRA fiscal year shall begin on October 1<sup>st</sup> of each year.

**6.2 BUDGET:** The Executive Director must post on the CRA website the proposed fiscal budget by September 30 of each year. The Board of Directors must approve the final adopted fiscal budget no later than December 21<sup>st</sup> of each year.

**6.3 ANNUAL REPORTING REQUIREMENTS:** Community Redevelopment Agencies in Florida are required by state law to prepare **five annual reports:**

- 1) Annual Audit (can be independent of the creating entity or included in the creating entity's audit) ([www.myflorida.com/audgen](http://www.myflorida.com/audgen))

- 2) Annual Fees and Updates to the Office of Special District Accountability, Florida Department of Economic Opportunity (<http://floridajobs.org/community-planning-and-development/special-districts/special-district-accountability-program>)
- 3) Comprehensive Annual Financial Report (<https://myfloridacfo.com/division/aa/local-governments>)
- 4) Annual March 31 Report to the public (posted online)
- 5) Annual Budget (proposed and adopted) and Board, contact information updated and posted each September online on the CRA page.

**6.4 ACCOUNTING PRACTICES.** The CRA shall comply with the Florida Department of Financial Services uniform accounting practices and procedures for units of Local Government. CRA Board of Directors must adopt the Town's Procurement Policy consistent with agency management structure.

**6.5 SUPERVISION OF ACCOUNTS.** The Executive Director shall be responsible for the internal supervision and control of the CRA accounts (Trust Fund).

**6.6 AUDIT:** All auditing services must be provided by an independent auditor/firm separate from each taxing authority. Such an audit shall be provided to the Town of Eatonville as a supplemental audit to the Town's Audit report and consistent with the Town's state reporting requirements.

## ARTICLE 7 CRA ADVISORY BOARD

**7.0 ADVISORY BOARD.** The Board of Directors shall appoint a CRA Advisory Board to work with the Executive Director on program implementation and execution of the CRA Plan. The CRA Advisory Board must consist of at least five (5) business owners located in the Town of Eatonville and two (2) citizens. The Executive Director shall make a recommendation for each member to be confirmed by the Board of Directors.

## ARTICLE 8 AMENDMENT OF BYLAWS

**8.0 AMENDMENTS.** Amendments to these bylaws shall require a super majority vote of the Board of Directors and provided that such amendments do not violate Florida Law.

## ARTICLE 9: INDEMNIFICATION AND INSURANCE

**9.1 Indemnification of the TOECRA, its Officers, Members, and Employees.** Any of the TOECRA, its officers, Board members or other employees may be indemnified or reimbursed by the TOECRA for reasonable expenses (including, but not limited to, attorneys fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which such person shall be made a party by reason of shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of such persons duties to the TOECRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the TOECRA Board acting by vote of members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Board members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, their heirs, executors or administrators may be entitled as a matter of law.

**SECTION TWO: CONFLICTS:** All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 20 day of June 2024.

**TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY**

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**Wanda Randolph, Chair**

**ATTEST:**

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**Town Clerk or Board Designee**

**BYLAWS OF THE  
TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY  
(A Community Redevelopment Agency Created Pursuant to Chapter 163, Part III, Florida Statutes)**

These Bylaws of the Town of Eatonville Community Redevelopment Agency address the administration and management of the Agency. Duties and responsibilities of the Community Redevelopment Agency are set forth in Chapter 163, Part III, Florida Statutes, these Bylaws and ordinances of the Town of Eatonville, a Florida municipal corporation. If a conflict arises between any provision of Chapter 163, Part III, Florida Statutes, these Bylaws and the ordinances, then the statute shall prevail.

**ARTICLE 1: DEFINITIONS**

Unless otherwise noted in the Bylaws, the terms used herein have the same meaning as defined in Section 163.340, Florida Statutes.

**ARTICLE 2: GENERAL**

**2.1 ESTABLISHMENT and NAME:** Pursuant to Chapter 163, Part III, Florida Statutes, the Town Council of the Town of Eatonville, Florida, as the governing body (the "Town") established a community redevelopment agency known as the Town of Eatonville Community Redevelopment Agency (the "TOECRA"), as a legal entity, separate, distinct, and independent from the Town.

**2.2 Purpose and Objectives.** The purpose of the TOECRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within designated areas of the Town, consistent with the Town of Eatonville Community Redevelopment Plan adopted by the Town in Resolution No. 1997-23, adopted by the Town on December 16, 1997, as such Plan may from time to time be amended.

**2.3 Members and Terms.** In accordance with Section 163.357(1)(a) and (c), Florida Statutes, and Town of Eatonville Resolution No. 1997-23, the TOECRA shall be governed by a board (the "Board") consisting of the five (5) members of the Town of Eatonville Town Council plus two appointed members. One of the appointed members shall be nominated for appointment by Orange County and one appointed by the Town Council. Those TOECRA Board members who are also members of the Town Council shall have terms that run concurrent with their Town Council terms. The two (2) appointed Board Members shall serve four (4) year terms. However, the initial term for seat one (1) shall be for a two (2) year term for the purpose of staggering the terms. The person appointed by the Town Council to serve on the Board shall reside or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the Town of Eatonville, and shall be otherwise eligible for such appointment under Chapter 163, Part III, Florida Statutes. When a Board Member's term has concluded, the Board Member shall retain his or her seat on the Board until such time that a successor has been appointed who meets the qualifications to serve on the Board.

**2.4 Compensation.** Board members shall serve without compensation from the TOECRA but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the TOECRA. Requests for reimbursement shall be subject to the requirements as applicable to members of the Town of Eatonville Council under the policies of the Town.

**2.5 Operation.** In accordance with Chapter 163, Part III, Florida Statutes, the TOECRA shall have all the powers and authority necessary or convenient to carry out and effectuate the purposes and provisions of the referenced statute. Unless expressly provided otherwise by law or lawful actions of the TOECRA Board, the Town of Eatonville policies and procedures shall govern the actions of the TOECRA.

**2.6 TOECRA Documents.** The official set of TOECRA books and financial records shall be

maintained in the Town of Eatonville Financial Services Department. The official records, documents and minutes of the TOECRA shall be maintained in the Town of Eatonville Clerk Office. All TOECRA books, records, documents and minutes shall be opened for public inspection as provided by law.

**2.7 Principal Office.** The TOECRA's principal office shall be at any place within the Town of Eatonville as the TOECRA Board designates.

**2.8 CRA Plan and CRA District.** The CRA Plan can be amended from time to time by the Town Council at the recommendations of the Board of Directors and/or Executive Director. The purpose of the CRA Plan is to identify policies and actions to remedy the Conditions of Slum and Blight that have been determined to exist within the CRA District. The CRA District can only be amended at the recommendation of the Board of Directors to the Town Council. The CRA District consists of all the Town's boundaries.

**2.9 DOCUMENTS AND OPERATIONS.** The Town Clerk shall be the custodian of all public records for the agency. All CRA records shall be made available for public inspection as provided by Florida Law. The CRA shall operate under the business hours of 8:00 A.M., to 5:00 P.M., Monday through Friday except for holidays. The Executive Director may adjust office hours for special occasions and/or events as needed.

### **ARTICLE 3: CRA BOARD OF DIRECTORS**

**3.1 MEMBERS OF THE BOARD OF DIRECTORS.** Per the Interlocal Agreement established between the taxing authorities (Orange County and the Town of Eatonville) and the Agency consistent with Chapter 163 Part III of the Florida Statute, the membership must consist of the five (5) Town Council members plus two (2) members appointed by each taxing authority as long as the Town Council serve as members of the Board of Directors. The Town Council may elect to appoint an independent Board of Directors of at least (5) five members but no more than seven (7) to serve on the Board of Directors. If this method is chosen, the membership must be consistent with Florida Statute Chapter 163 Part III with appointments required by the taxing authorities as per the stated Interlocal Agreement. Board member shall serve without compensation but are entitled to reimbursement for actual expenses incurred in discharging their duties in accordance with agency and/or Town policies and allocated fiscal budget.

**3.2 CHAIRMAN:** The Chair shall preside over all meetings and shall serve as the oversight of the Executive Director for the Board of Directors. The Chair shall also execute all official documents of the agency when necessary or as authorized by the Board of Directors. The Chair does not have any Administrative duties unless there is an absence or vacancy of an Executive Director at which the Board of Directors must by Resolution authorize first and not to exceed a 30-day period. The Chair shall review with the Executive Director all agendas prior to presentation to the Board of Directors. The Chair may not interfere with the day-to-day operations of the agency (see Executive Director). The Town Council shall appoint a Chairman of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

**3.3 VICE CHAIRMAN:** Shall have all the duties of the Chairman in his/her absence. The Town Council shall appoint a Vice Chairman of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

**3.4 EXECUTIVE DIRECTOR:** The Executive Director shall serve as the Chief Executive Officer of the CRA. The Executive Director shall be in charge of all day-to-day operations of the agency consistent with CRA Policies and Procedures. The Executive Director shall supervise all employees, professional service providers, consultants, and vendors of the agency. The Executive Director has the authority to terminate all employees, professional service providers, consultants, and vendors of the agency. The Board of Directors must enter into an employment agreement with the Executive Director, as negotiated by the agency and the Executive Director.

The termination of the Executive Director requires a super majority vote of the Board of Directors. The Executive Director has the authority to execute employment terms for all budgeted positions without the approval of the Board of Directors. The Executive Director shall adhere to all Florida Statutes and applicable provisions.

#### **ARTICLE 4: INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING:**

- 4.1** The Agency shall have the authority to enter into long or short term with the Town of Eatonville for any reason deemed necessary for the efficient conduct of the agency and/or the Town. A Memorandum of Understanding can be established to accomplish short-term redevelopment activities not contemplated by any Interlocal Agreement.

#### **ARTICLE 5 MEETINGS:**

- 5.1 REGULAR MEETING:** All regular meeting dates and times shall be approved and posted for the fiscal year by the Board of Directors prior to the last day of December of the previous fiscal year. The CRA Advisory Board may adopt a monthly, quarterly semi- annual, or annual meeting schedule. All regular meetings must be held consistent with CRA policies and procedures along with Florida Statute. Meetings may be canceled by the Chairman and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures.
- 5.2 SPECIAL MEETINGS:** Special meetings may be called by the Chairman and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures. All Special meetings must be held consistent with CRA policies and procedures along with Florida Statute.
- 5.3 EMERGENCY MEETINGS:** For urgent matters requiring immediate Board of Directors action may be called by the Chairman and the Executive Director with a 24-hour notice or as soon as possible. Prior public notice shall not be required but shall be provided as soon as possible. All emergency meetings must be held consistent with CRA policies and procedures along with Florida Statute.
- 5.4 QUORUM:** The presence of a majority of the Board of Directors shall constitute a quorum for meeting purpose.
- 5.5 AGENDA:** The Executive Director shall prepare all meetings Agendas with review by the Chairman. The Agenda and Agenda Packet must be delivered to each member no later than two (3) days prior to the meeting date. Agenda items requested by Board members must be in writing and presented to the Executive Director *seven* (7) days prior to such a meeting scheduled.

#### **ARTICLE 6. FINANCIAL MANAGEMENT and ANNUAL REPORTING**

- 6.1 FISCAL YEAR:** The CRA fiscal year shall begin on October 1<sup>st</sup> of each year.
- 6.2 BUDGET:** The Executive Director must post on the CRA website the proposed fiscal budget by September 30 of each year. The Board of Directors must approve the final adopted fiscal budget no later than December 21st of each year.
- 6.3 ANNUAL REPORTING REQUIREMENTS:** Community Redevelopment Agencies in Florida are required by state law to prepare **five annual reports**:
- 1) Annual Audit (can be independent of the creating entity or included in the creating entity's audit) ([www.myflorida.com/audgen](http://www.myflorida.com/audgen))
  - 2) Annual Fees and Updates to the Office of Special District Accountability at the Florida Department of Economic Opportunity (<http://floridajobs.org/community-planning-and-development/special-districts/special-district-accountability-program>)
  - 3) Comprehensive Annual Financial Report (<https://myfloridacfo.com/division/aa/local-governments>)
  - 4) Annual March 31 Report to the public (posted online)
  - 5) Annual Budget (proposed and adopted) and Board, contact information updated and posted each September online on the CRA page.

- 6.4 ACCOUNTING PRACTICES.** The CRA shall comply with the Florida Department of Financial Services uniform accounting practices and procedures for units of Local Government. CRA Board of Directors must adopt the Town's Procurement Policy consistent with agency management structure.
- 6.5 SUPERVISION OF ACCOUNTS.** The Executive Director shall be responsible for the internal supervision and control of the CRA accounts (Trust Fund).
- 6.6 AUDIT:** All auditing services must be provided by an independent auditor/firm separate from each taxing authority. Such an audit shall be provided to the Town of Eatonville as a supplemental audit to the Town's Audit report and consistent with the Town's state reporting requirements.

**ARTICLE 7 CRA ADVISORY BOARD**

- 7.0 ADVISORY BOARD.** The Board of Directors shall appoint a CRA Advisory Board to work with the Executive Director on program implementation and execution of the CRA Plan. The CRA Advisory Board must consist of at least five (5) business owners located in the Town of Eatonville and two (2) citizens. The Executive Director shall make a recommendation of each member to be confirmed by the Board of Directors.

**ARTICLE 8 AMENDMENT OF BYLAWS**

- 8.0 AMENDMENTS.** Amendments to these bylaws shall require a super majority vote of the Board of Directors and provided that such amendments do not violate Florida Law.

**ARTICLE 9: INDEMNIFICATION AND INSURANCE**

- 9.1 Indemnification of the TOECRA, its Officers, Members, and Employees.** Any of the TOECRA, its officers, Board members or other employees may be indemnified or reimbursed by the TOECRA for reasonable expenses (including, but not limited to, attorneys fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which such person shall be made a party by reason of shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of such persons duties to the TOECRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the TOECRA Board acting by vote of members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Board members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, their heirs, executors or administrators may be entitled as a matter of law.

TOECRA ChairDate

TOECRA Executive DirectorDate

TOECRA General CounselDate

Town ClerkDate



