



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR COUNCIL MEETING AGENDA

Tuesday, September 19, 2023 at 7:30 PM

Town Hall - 307 E Kennedy Blvd

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

### II. INVOCATION AND PLEDGE OF ALLEGIANCE

### III. APPROVAL OF THE AGENDA

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

### V. PUBLIC HEARING

A. Approval of 1<sup>st</sup> Reading of Charter Amendment by Ordinance 2023-8 (**Legal**)

### VI. CONSENT AGENDA

1. Approval of Town Council Meeting Minutes – September 5, 2023 (**Clerk Office**)

2. Approval of Reappointment of One Board Member To The Historic Preservation Board (**Clerk Office**)

3. Approval of Resolution 2023-16 Changing the Town's Regular Election Date to the Date of the Presidential Preference Primary (**Clerk Office**)

4. Approval of Adoption of Resolution 2023-17 Approving the Interlocal Agreement between the Town of Eatonville and the Town of Eatonville Community Redevelopment Agency (TOECRA) (**Clerk Office**)

### VII. COUNCIL DECISIONS

5. Approval of moving forward with the HostDime project allocating funds for infrastructure of (**Vice Mayor Daniels**)

### VIII. REPORTS

**CHIEF ADMINISTRATIVE OFFICER'S REPORT**

**TOWN ATTORNEY'S REPORT**

**TOWN COUNCIL REPORT/DISCUSSION ITEMS**

**MAYOR'S REPORT**

### IX. ADJOURNMENT

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

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### SEPTEMBER 19, 2023 AT 7:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of 1<sup>st</sup> Reading of Charter Amendment by Ordinance 2023-8 (Legal)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> LEGISLATIVE
<b>PUBLIC HEARING</b> <b>1<sup>ST</sup> / 2<sup>ND</sup> READING</b>	YES	<b>Exhibits:</b> <ul style="list-style-type: none"><li>• Ordinance #2023-8</li><li>• Town of Eatonville Charter – Drafted with Proposed Amendments</li></ul>
<b>CONSENT AGENDA</b>		
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Request is for Town Council to approve the 1st Reading of the proposed Charter Amendments by Ordinance 2023-8.

**SUMMARY:** The Town Charter was last adopted in 2016. According to the Charter, Sec. 6.02. there shall be a periodic review of this Charter by a Charter review advisory committee appointed by the Town Council in 2024 and every eight (8) years thereafter. The Town of Eatonville is within the timeframe of a Charter Review. On April 18, 2023, the Town Council approved a Charter Review by Resolution 2023 – 6. Since approval, several Charter reviews have been conducted by the Town Council who serves as the acting Charter Review Committee along with the Charter Review Advisory Committee (CRAC) consisting of residents within the Town of Eatonville. The CRAC was appointed the Town Council on July 18, 2023. Presentation of a final report was presented to Town Council on September 7, 2023 with direction and preparation of a referendum through Ordinance 2023-8.

**RECOMMENDATION:** Recommendation is for Town Council to approve the 1st Reading of the proposed Charter Amendment by Ordinance 2023-8.

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

Introduced by: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

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**ORDINANCE NO. 2023-8**  
**AN ORDINANCE OF THE TOWN OF EATONVILLE, FLORIDA,**  
**SUBMITTING TO THE ELECTORS OF EATONVILLE**  
**PROPOSED AMENDMENTS TO THE CHARTER OF THE TOWN**  
**OF EATONVILLE; PROVIDING BALLOT TITLES, SUMMARIES**  
**AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING**  
**DIRECTIONS TO THE TOWN CLERK; PROVIDING FOR**  
**SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR**  
**APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE**  
**DATE FOR THE ORDINANCE.**

**WHEREAS**, the members of the Town of Eatonville Town Council have, in public meetings, studied and reviewed the Town of Eatonville Charter (the "Charter") and received public input regarding proposed amendments to the Charter; and

**WHEREAS**, the Town Council has determined that the Charter should be updated and revised in various sections; and

**WHEREAS**, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its Charter, which amendments may be to any part or to all of its Charter except that part describing the boundaries of such municipality; and

**WHEREAS**, the Town Council held a series of public meetings over several months, beginning on June 13, 2023, and ending on September 7, 2023; and

**WHEREAS**, the Town Council has reviewed the entire Charter over that period and considered several changes which, if adopted by the electorate, would serve to clarify and modernize the language of the Charter in a manner consistent with state law and current practice; and

**WHEREAS**, the Town Council finds it to be in the best interests of its citizens to submit said proposed Charter amendments to the voters at the municipal election on March 19, 2024.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA:**

**Section 1.** The Town Council of the Town of Eatonville, pursuant to Section 166.031, Florida Statutes, hereby proposes and approves amendments to the Charter of the Town of Eatonville to be submitted to the electorate for consideration, which proposed amendments and the complete text thereof, as amended, is set forth in Section 3 below. Additions are shown with underlining, deletions are shown with ~~striketrough~~ type, and asterisks (\*\*\*) indicate an omission from the existing text which is intended to remain unchanged.

**Section 2.** Such election shall be held in conformity with the laws of the State of Florida

Ordinance No. 2023-8 1 of 6

48 and the Charter and ordinances of the Town of Eatonville now in force relating to elections in the  
49 Town of Eatonville. The Supervisor of Elections of Orange County is hereby requested to  
50 coordinate all matters to said referendum election with the Town Clerk. The proposed Charter  
51 amendments shall be submitted to the voters at the March 19, 2024 election.

52  
53 **Section 3.** The proposed amendments, the ballot title, and the wording of the  
54 substance of the proposed amendments to the Charter, as contained in this Ordinance, shall  
55 appear on the ballot in the form of questions affixed to this Ordinance as Composite Exhibit 1.

56  
57 **Section 4.** The Town Clerk is hereby directed to ensure that all advertising, translation,  
58 and notice requirements are complied with and to coordinate all activities necessary to conduct  
59 the referendum election called for in Section 2 of this Ordinance with the Supervisor of Elections  
60 for Orange County.

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62 **Section 5.** If any section, subsection, sentence, clause, phrase, or portion of this  
63 Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction,  
64 such portion shall be deemed a separate, distinct, and independent provision and such holding  
65 shall not affect the validity of the remaining portion hereto. Further, the lack of approval by a  
66 majority of electors of one or more separate amendments to this Charter, as set forth in Section  
67 3 herein, shall not be deemed to affect the validity of any amendments that may be approved by  
68 a majority of the electors.

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70 **Section 6.** All ordinances and Charter provisions, or parts of ordinances and Charter  
71 provisions in conflict herewith are hereby repealed.

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73 **Section 7.** This Ordinance shall take effect immediately and pursuant to the Town's  
74 Charter. The revised Charter provisions proposed for approval in this Ordinance shall become  
75 effective upon their approval at a referendum election of the electors of the Town of Eatonville in  
76 accordance with Section 166.031, Florida Statutes. If the electors reject an amendment, the  
77 rejected amendment shall not take effect.

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80 **AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023.**

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84 \_\_\_\_\_  
85 **Angie Gardner, Mayor**

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89 **Veronica King, Town Clerk**

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**COMPOSITE EXHIBIT 1**

**Explanation, Ballot Title, Question, Summary, and Text References**

**Question 1 – Establishing Qualifying Periods and Methods**

**A. Explanation.**

This Charter amendment would provide a defined qualifying period for candidates and methods of qualifying for office.

**B. Ballot Proposal:** The ballot title, question and summary for Question #1 are as follows:

PROVIDING A DEFINED QUALIFYING PERIOD  
AND METHODS OF QUALIFYING FOR OFFICE.

Amending the Charter to provide a defined qualifying period for candidates for Mayor or Council and providing alternative methods of qualifying to run for office.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**C. Text References:** Article II, Section 2.02 of the Town of Eatonville Charter to be amended as set forth in that section in the “All Proposed Changes” document below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

**Question 2 – Confirmation of Mayoral Appointments**

**A. Explanation.**

This Charter amendment would provide a revised method for confirming Mayoral appointments and avoiding deadlock so that vacant positions can be filled.

**B. Ballot Proposal:** The ballot title, question and summary for Question #2 are as follows:

AMENDING THE METHOD FOR CONFIRMING  
MAYORAL APPOINTMENTS TO AVOID  
DEADLOCK.

Amending confirmation of Mayoral appointments providing interim appointees not confirmed by Council within 120 days, may continue to serve no more than 180 days, during which time the Mayor shall propose 3 candidates, one of which may be the interim appointee, for confirmation by Council. If no candidate is confirmed within the 180-day period, the Mayor may appoint a candidate from among the 3 who will fill the position on a permanent basis.

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\_\_\_\_\_ No

**C. Text References:** Article II, Section 2.03 of the Town of Eatonville Charter to be amended as set forth in that section in the “All Proposed Changes” document below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

**Question 3 – Selection of Vice Mayor**

**A. Explanation.**

This Charter amendment would change the method for selecting the Vice Mayor to provide for election by the Town Council.

**B. Ballot Proposal:** The ballot title, question and summary for Question #3 are as follows:

AMENDING THE METHOD FOR SELECTING THE VICE MAYOR.

Amending the method for the selection of the Vice Mayor to provide for election by the Town Council.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**C. Text References:** Article II, Section 2.04 of the Town of Eatonville Charter to be amended as set forth in that section in the “All Proposed Changes” document below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

**Question 4 - Clarification the Effective Date of Salary Increases for Mayor and Council**

**A. Explanation.**

This Charter amendment would allow Council to include the effective date of any increase in the Mayoral or Council salaries in the ordinance implementing the increase.

**B. Ballot Proposal:** The ballot title and question for Question #4 are as follows:

ALLOWING COUNCIL TO ESTABLISH THE EFFECTIVE DATE OF ANY MAYORAL OR COUNCIL SALARY INCREASE

Amending the Charter by allowing the Town Council to establish the effective date of any Mayoral or Council salary increases in the ordinance adopting such increases.

190 \_\_\_\_\_ Yes

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192 \_\_\_\_\_ No

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194 **C. Text References:** Article II, Section 2.05 of the Town of Eatonville Charter to be  
195 amended as set forth in that section in the “All Proposed Changes” document  
196 below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted;  
197 unmarked text is existing).

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199 **Question 5 – Relocating Right to Hearing before Forfeiture of Office**

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201 **A. Explanation.**

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203 This Charter amendment relocates the existing section providing a right to hearing for an  
204 official facing potential forfeiture of office to the section governing forfeiture of office, where  
205 it more correctly belongs.

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207 **B. Ballot Proposal:** The ballot title and question for Question #5 are as follows: for an official

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209 RELOCATING SECTION PROVIDING RIGHT TO  
210 HEARING BEFORE FORFEITURE OF OFFICE

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212 Relocating from Section 2.08 to Section 2.07 of the Charter the right to a hearing  
213 for elected officials charged with an offense that could result in forfeiture of office.

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215 \_\_\_\_\_ Yes

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217 \_\_\_\_\_ No

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219 **C. Text References:** Article II, Sections 2.07 and 2.08 of the Town of Eatonville  
220 Charter to be amended as set forth in those sections in the “All Proposed Changes”  
221 document below. (Underline text is added to the Charter; ~~strikethrough~~ text is  
222 deleted; unmarked text is existing).

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224 **Question 6 – Clarifying and Supplementing the Powers and Duties of the Town**  
225 **Clerk**

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227 **A. Explanation.**

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229 This Charter amendment clarifies the powers of and adds supplemental responsibilities to  
230 the Town Clerk.

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232 **B. Ballot Proposal:** The ballot title and question for Question #6 are as follows:

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234 CLARIFYING AND SUPPLEMENTING THE  
235 POWERS AND DUTIES OF THE TOWN CLERK

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237 Amending the Charter by clarifying the duties of the Town Clerk and adding certain  
238 responsibilities to the position.

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\_\_\_\_\_ Yes

\_\_\_\_\_ No

**C. Text References:** Article 3, Section 3.02 of the Town of Eatonville Charter to be amended as set forth in that section in the “All Proposed Changes” document below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).





**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**TOWN COUNCIL MEETING**  
**SEPTEMBER 19, 2023 AT 7:30 PM**  
**Cover Sheet**

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

**ITEM TITLE:** Approval of Town Council Meeting Minutes – September 5, 2023  
(Clerk Office)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> LEGISLATIVE (CLERK OFFICE)
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Council Meeting Minutes – September 5, 2023</li> </ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Approval of meeting minutes for the Town Council Meeting held on September 5, 2023.

**SUMMARY:** The Town Council Meeting was held on the 1<sup>st</sup> Tuesday, September 5, 2023 at 7:30 p.m. Minutes were transcribed from the audio archive for approval for the public records.

**RECOMMENDATION:** Approval of September 5, 2023 Town Council meeting minutes.

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA REGULAR COUNCIL MEETING MINUTES

Tuesday, September 5, 2023 at 7:30 PM

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

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

## CALL TO ORDER AND VERIFICATION OF QUORUM:

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

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

**STAFF:** (6) Demetrius Pressley, **Interim Chief Administrator Officer**, Veronica King, **Town Clerk**, Clifford Shepard, **Town Attorney**, Joseph Jenkins, **Deputy Chief**, Katrina Gibson, **Finance Director**, Valerie Mundy, **Interim Public Works Director**

## INVOCATION AND PLEDGE OF ALLEGIANCE:

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

## APPROVAL OF THE AGENDA:

**Mayor Gardner Motions** to approve agenda with amendment removing #4 (Approval of Establishing A Special Event Advisory Committee) and adding item #5 (Approving of Organizational Chart) to Council Decision; Moved by Councilman Washington; Second by Mayor Gardner; **AYE:** Councilwoman Randolph, Councilman M. Daniels, Vice Mayor R. Daniels, Mayor Gardner: **AYE: ALL, MOTION PASSES.**

## PRESENTATION AND RECOGNITION:

Coach Taylor from the Olympian Fortress Swim Academy, LLC. presented through PowerPoint; the program provides swimming lessons to infants, toddlers, children, youth, and adults; program currently provides private lessons at a cost of \$448 (a sibling package for two children for twelve sessions) Payment plans are available. Looking for a home for the Olympian Fortress Swim Academy. Would consider a rental option for the program.

## CITIZEN PARTICIPATION - (The Three-minute rule was strictly enforced)

**Charles Bargaineer** – Inquired on the status of the Code Enforcement Board and the credentials of the Code Enforcement Officer.

**KingMark Bertrand** – (Provided Handouts) – Concerns: have reached out and receive no return calls; would like to work with the Town; informed about the affordable housing initiative; presented to Town Council for consideration a Land Use and Zoning Incentive for Eligible Projects. Inquired about if the Town has adopted an expedited permitting process (In response, the process for electronic submitting of permits has begun). Inquired on the status of the Moratorium on permits and if the Town has had any discussion on the Live Local

Act; the moratorium is pre-existence live local; inquired about an application that was submitted (Encouraged to get with Mr. Pressley).

**Angela Johnson** – Acknowledged council for their support during Cornell’s funeral; (concerns): no financial impact for confirming the CAO; the recommended salary for the Public Works Director is possibly \$8,500 greater than current budget; fees for use of new online utility billing payment; sidewalk inventory and repairs; recommend creating programs and partnership that would bring more African Americans into the community.

**APPROVAL CONSENT AGENDA: Mayor Gardner Motions** to approve the consent agenda approving the Town Council Meeting Minutes for - 8-15-2023; Moved by Councilman M. Daniels; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES.**

**COUNCIL DECISIONS: (Item #4 was removed from council decision (Approval of Establishing A Special Event Advisory Committee)**

**Mayor Gardner Motions** (Accomplishments since February 2023 were provided) to Approve Confirmation of Chief Administrative Officer (CAO) for The Town of Eatonville; Moved by Councilman Washington; Second by Councilwoman Randolph; **Discussion:** where has position been posted (town website, FLC with no other application submitted); current salary is \$85,000 (Range \$80,000 – 125, 000), (Randolph/R. Daniels) would like to table until the budget is completed; **AYE:** Councilman M. Daniels, Councilman Washington, Mayor Gardner; **NAYE:** Councilwoman Randolph, Vice Mayor R. Daniels; **MOTION PASSES**

**Mayor Gardner Motions** to Approve of Confirmation of the Director of Public Work for The Town of Eatonville; Moved by Councilwoman Randolph; Second by Councilman Washington; **Discussion:** where has position been posted (town website, FLC with one other applicant who submitted requesting a higher salary); observed efforts in bringing the town up to another level and dealing with staff, seeking OSHA certification, answering to the state, training staff; current salary of \$73,000 is more than the salary range (Councilwoman Randolph is requesting for the \$73,000 salary to remain instead of honoring the \$82,000 salary request); honor the seven percent increase after the six month probationary period; cost levels for vendor/contractors should decrease with this position being filled; **AYE:** Councilwoman Randolph, Councilman Washington, Mayor Gardner; Councilman M. Daniels, **NAYE:** Vice Mayor R. Daniels; **MOTION PASSES**

**Discussion and Approval of the Town’s Organizational Chart (Walk On Item); Discussion: (Pressley)** Modifications and changes were made from previous discussions; operations manager was removed, positions added/modified: Human Resource/Risk Manager (part-time), Record’s Clerk/Coordinator (part-time), unfreezing of the Community/Youth/Recreations Manager, and the Community Development Director/CRA have all been included in the chart; **Mayor Gardner Motions** for approval of the Town’s Organizational Chart (approximately 43 employees (with all part/full-time positions)- with nine vacancies; Moved by Councilman Washington; Second by Councilman M. Daniels; **Discussion:** provided further discussions on position status, titles, job descriptions; request that one of the part-time positions under recreation be established on a need basis; coordinator under recreation should be expected to oversee programs with a flex schedule; **Mayor Gardner restate Motions** to approve the Town’s Organizational Chart as is; **AYE: ALL, MOTION PASSES.**

**REPORTS:**

**INTERIM CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley**

Thanks for the opportunity to serve; will be bringing before council the sewer wholesale agreement with Altamonte Springs; acknowledge staff who worked diligently and overtime for the storm efforts; budget hearing is tomorrow (9-6-23), asked that Council provide any questions prior to the meeting and the requested budget changes will be emailed today in preparation for the budget hearing.

**TOWN ATTORNEY’S REPORT: Attorney Clifford Shepard** – Prepared an ordinance for the next charter review with proposed amendments for the meeting on Thursday (9-7-23).

**TOWN COUNCIL REPORT/DISCUSSION ITEMS-**

**Councilman Marlin Daniels** – Acknowledged families who lost loved ones; concerned about the certification of the Code Enforcement officer; if not completed by end of the budget hearing, request will be made to move position out of budget and outsource the services for code enforcement; request update on the I.T. services; impact fees (60% completed); the Point of Sell (POS) and finance system is on the website (last session for the POS is scheduled)-should be up and running by end of month; request information on the process for building homes in the historic district; business owner (140 S. West Street) indicated that they are having issues with zoning (request updates and ordinance for non-conforming use and for documents since 2019 pertaining to the purchase and sell of 142 S. West Street pertaining to the pool); requested that council members along with the attorney be allowed to follow up and speak with the Orange County Public School pertaining to the Hungerford property; resolution was requested (legal stated that a resolution is not needed); recommend the Mayor meet with the school board or send a delegate, the CAO with comments from the council (any board member can ask questions to the school board). A meeting will be set up to include the Mayor, the CAO, and the attorney (recommend putting together a team to attend and for council to send over their questions).

**Councilwoman Wanda Randolph** – Requested information as to is there is a medical marijuana store in the town (old laundry mat); inquired on status on the \$5,000 funding for the tennis program through Tina Waters (completed over the summer/check was provided); inquired about the Tommy Dixon property (eviction is in process, about three weeks to obtain court order to possess property); request for the County to do a presentation providing updates to the road widening project; request an update on the Winter Park grant (waiting for funding approval).

**Councilman Theo Washington** – Acknowledged families who lost loved ones (McWhite/Johnson); need to be together when we meet with the school board concerning the Hungerford Property.

**Vice Mayor Rodney Daniels** – Acknowledged families who lost loved ones (Chamber’s family); looking forward to getting the pool up; request information on four roots mentioned from Councilman M. Daniels water leak was detected on Eaton Street and it is being addressed; would like to see more grants on infrastructure; requesting information on the removal of the garbage dumpster on the corner of Lincoln; Parliamentary Procedures should be followed when a motion to table is presented; nothing prohibits any board member wanting to ask questions to the school board concerning the Hungerford property;

**MAYOR’S REPORT**

**Mayor Angie Gardner** – Condolences to families who have lost loved ones; provided clarity to meeting with the school board representative who stated that she had already spoken with other member of the council, must move to the next step in considering the community land trust, commercial businesses; wanting to present a resolution to the school board that show a solidarity among the council.

**ADJOURNMENT** Mayor Gardner Motions for Adjournment of Meeting; Moved by Councilman M. Daniels; Second by Councilman Washington; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 9:14 P.M.**

**Respectfully Submitted by:**

**APPROVED**

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

\_\_\_\_\_  
**Angie Gardner, Mayor**



**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**TOWN COUNCIL MEETING**  
**SEPTEMBER 19, 2023 AT 7:30 PM**  
**Cover Sheet**

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

**ITEM TITLE:** Approval of Reappointment of One Board Member To The Historic Preservation Board (Clerk Office)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> LEGISLATIVE (CLERK OFFICE)
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"><li>Resolution 2023-18</li></ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Request for Town Council to approve Resolution 2023-18 reappointing Laverne Bellamy Williams as board member of the Historic Preservation Board.

**SUMMARY:** A Resolution of The Town Council of The Town Of Eatonville, Florida, to Reappoint One Board Member To The Historic Preservation Board. The appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation.

The person to be reappointed as board member of the Historic Preservation Board is **Laverne Bellamy Williams** for a term of two (2) years from September 19, 2023 until September 19, 2025.

**RECOMMENDATION:** Approval of Resolution 2023-18 reappointing Laverne Bellamy Williams as board member of the Historic Preservation Board.

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

**RESOLUTION #2023-18**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, TO RE-APPOINT ONE (1) BOARD MEMBER TO THE HISTORIC PRESERVATION BOARD, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS** the Administration wishes to re-appoint one (1) individual to the Historic Preservation Board as board member; and

**WHEREAS** the appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation. No person may serve more than two consecutive three-year terms. A member whose term expires may continue to serve until a successor is appointed and qualified.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA THE FOLLOWING:**

**SECTION ONE: RE-APPOINTMENTS:** the person to be re-appointed as board member of the Historic Preservation Board is Laverne Bellamy Williams for a term of two (2) years from September 19, 2023 until September 19, 2025.

**SECTION TWO: 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 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 19<sup>th</sup> day of September 2023.

ATTEST:

\_\_\_\_\_  
Angie Gardner, Mayor

\_\_\_\_\_  
Veronica King, Town Clerk



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### SEPTEMBER 19, 2023 AT 7:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of Resolution 2023-16 Changing the Town’s Regular Election Date to the Date of the Presidential Preference Primary (**Clerk Office**)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> LEGISLATIVE (CLERK OFFICE)
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>• Resolution 2023-16</li> <li>• Qualifying Language for the Town of Eatonville</li> </ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Request is for Town Council to approve Resolution 2023-16 Changing the Town’s Regular Election Date to the same date as the Presidential Preference Primary.

**SUMMARY:** Section 5.03 of the Town Charter provides that if a regular election occurs in the same month as a Presidential Preference Primary, the Town Council may choose to hold the Town election on the same date as the primary. The Florida’s Presidential Preference Primary will take place on Tuesday, March 19, 2024. This will save the Town approximately \$6,000 of election costs.

**RECOMMENDATION:** Approval of Resolution 2023-16 Changing the Town’s Regular Election Date to the same date of the Presidential Preference Primary.

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

**RESOLUTION 2023-16**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, AUTHORIZING THE TOWN COUNCIL TO CHANGE THE MARCH 2, 2024, GENERAL ELECTION DATE TO MARCH 19, 2024, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Charter of the Town of Eatonville provides that elections shall be conducted in accordance with the general election laws of the State of Florida, Chapters 97-106 Florida Statutes; and

**WHEREAS**, regular Town elections are to be held the first Saturday in March of each election year; and

**WHEREAS**, Section 5.03 of the Town Charter provides that if a regular election occurs in the same month as a Presidential Preference Primary, the Town Council may choose to hold the Town election on the same date as the primary; and

**WHEREAS**, Florida’s Presidential Preference Primary will take place on March 19, 2024; and

**WHEREAS**, the Town Council desires to schedule its general town election on March 19, 2024, to coincide with the Presidential Preference Primary; and

**WHEREAS**, the Qualifying Period for the Town’s March 2024 general election will begin at noon November 10, 2023, and close at noon November 17, 2023.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE ORANGE COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION ONE:** Pursuant to Section 5.03 of the Charter, the Town Council hereby schedules the general town election for March 19, 2024, the date of Florida’s Presidential Preference Primary.

**SECTION TWO:** The Qualifying Period for the Town’s March 2024 general election will begin at noon November 10, 2023, and close at noon November 17, 2023.

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

**SECTION FOUR: SEVERABILITY:** If any section or portion of this Resolution is found to be invalid, unlawful, or unconstitutional, it shall not invalidate or impair the validity, force or effect of any other section or part of this Resolution.



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

**PASSED AND ADOPTED** this 19<sup>TH</sup> day of SEPTEMBER 2023.

**ATTEST:**

\_\_\_\_\_  
**Angie Gardner, Mayor**

\_\_\_\_\_  
**Veronica King, Town Clerk**

MUNICIPAL CHARTER QUALIFYING DATE INFORMATION

EXCEPTIONS

QUALIFYING

MUNICIPALITY

MUNICIPALITY	QUALIFYING	EXCEPTIONS
APOPKA	prescribed by ordinance	
BELLE ISLE	The qualifying period for candidates seeking election to the offices of mayor and city council in the city shall open at 12:00 noon on the second Monday of November and shall be closed at 12:00 noon on the Friday following the first day of qualifying.	
EATONVILLE	No sooner than noon of the 54th day prior to the general town election but not later than noon of the 35th day prior to the day of the general town election.	
EDGEWOOD	at least forty-six (46) days prior to the election day	
MAITLAND	noon of the 50th day prior to the general city election but not later than noon of the 46th day prior to the day of the general city election	However, in any year which is a multiple of four and during which the general city election is held concurrent with the Florida Presidential Preference Primary, the first day of qualifying shall be noon of the 80th day prior to the general city election and the final day of qualifying shall be no later than noon of the 76th day prior to the election date
OAKLAND	By Resolution	Should the Florida Legislature vote to move the Florida Presidential Preference Primary, the town clerk shall recommend qualifying dates for the general election to accommodate the requirements of the Florida Legislature and the Orange County Supervisor of Elections. By ordinance, the town commission shall approve qualifying dates within 100 days of the general election.
OCOEE	any time after 12:00 noon on the day which is five business days (excluding weekends and holidays) prior to the date which is 46 calendar days prior to the scheduled date of the regular municipal election of the year in which the election for such office is scheduled, but not later than 12:00 noon on the date which is 46 calendar days prior to the scheduled date of the regular municipal election of the year in which the election for such office is scheduled	Should the last day upon which said qualification papers may be filed fall on a weekend or another day upon which the City Clerk's office is not open for business, then the deadline for said person to file qualification papers shall be extended to 12:00 noon on the next day on which the City Clerk's office is open for business.
ORLANDO	The qualifying period shall be set approximately sixty days before the general election with the exact dates established by resolution of City Council and published as part of the proclamation required by Section 21.08.	
WINDERMERE	No sooner than 90 and no later than 60 days before the election	
WINTER GARDEN	Registration period. The period within which registration of all candidates for the offices of mayor-commissioner and commissioner for the districts for which the general election is to be held shall commence on noon of the third Tuesday in January of the year of election. The registration of candidates shall terminate at noon on the seventh day after the date of commencement of registration.	If any city recognized holiday falls within the seven-day registration period, the registration period shall be extended by the same number of holiday(s).



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### SEPTEMBER 19, 2023 AT 7:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of Adoption of Resolution 2023-17 Approving the Interlocal Agreement between the Town of Eatonville and the Town of Eatonville Community Redevelopment Agency (TOECRA)  
(Clerk Office)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> LEGISLATIVE (CLERK OFFICE)
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"><li>• Resolution 2023-17</li><li>• Interlocal Agreement</li></ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Request is for Town Council to approve Resolution 2023-17 approving the Interlocal Agreement between the Town of Eatonville and the TOECRA.

**SUMMARY:** The Town of Eatonville desires to enter an Interlocal Agreement (“Agreement”) with the Town of Eatonville Community Redevelopment Agency, by which the Town will provide staff to TOECRA. This agreement will outline the scope of services and responsibilities of both parties.

**RECOMMENDATION:** Approval of Resolution 2023-17 approving the Interlocal Agreement between the Town of Eatonville and the TOECRA.

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

**RESOLUTION 2023-17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE MAYOR TO EXECUTE SAME, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

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

**WHEREAS**, the Town Council of the Town of Eatonville, Florida, desires to enter an Interlocal Agreement (“Agreement”) with the Town of Eatonville Community Redevelopment Agency (“TOECRA”) by which the Town will provide staff to TOECRA and which will outline the scope of services and responsibilities of the parties; and

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

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

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

**NOW THEREFORE**, The Town Council hereby resolves as follows:

**SECTION ONE:** The Town agrees to enter into the Agreement with TOECRA attached hereto as Exhibit “A” attached hereto and authorizes the Mayor to execute same on behalf of the Town.

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

**SECTION THREE - SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity force or effect of any other section or part of this Resolution.

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

PASSED AND ADOPTED this 19 day September 2023.

**TOWN OF EATONVILLE**

\_\_\_\_\_  
Angie Gardner, Mayor

ATTEST:

\_\_\_\_\_  
Veronica King, Town Clerk

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

This Interlocal Agreement is made and entered into this 19 day of September 2023, by and between the Town of Eatonville (“Town”), a municipal corporation of the State of Florida and the Town of Eatonville Community Redevelopment Agency (“TOECRA”), a redevelopment agency established pursuant to Florida law, to allow the Town to provide services for TOECRA in return for reimbursement.

SECTION ONE - **Term**: This Interlocal Agreement (“Agreement”) will be effective starting September 19, 2023 and will remain in effect until or unless terminated by either party or until the termination of TOECRA. This Agreement may be terminated by the TOWN or TOECRA upon at least thirty (30) days' advance written notice to the other party. Upon termination of the Agreement, the TOWN shall transfer to TOECRA copies of any documents, data, and information requested by TOECRA relating to the services accomplished and/or provided herein. Regardless of the termination of this Agreement, TOECRA shall pay to the TOWN the balance on any outstanding statements or statements for costs incurred but not yet billed as of the termination date. The Town shall also return to TOECRA all unused prepaid funds provided to the Town by the TOECRA.

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

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

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

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

**SECTION FOUR - REIMBURSEMENT AND COMPENSATION:** In consideration of providing the services described in SECTION 3 hereof by the TOWN commencing from September 19, 2023, TOECRA will compensate the TOWN, to the extent funds of TOECRA are budgeted and available and eligible for payment in accordance with Section 163.387(6). TOECRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act but may not exceed the amount lawfully apportioned and spent by the TOWN in providing said services to TOECRA, and shall not reimburse the TOWN for any expenditures related solely to the conduct of TOWN business or to the TOWN's ordinary operating expenses. It is recognized and acknowledged that full compensation of amounts owed the TOWN by TOECRA should be processed by the 20<sup>th</sup> day of each month. The TOWN must invoice the TOECRA with all supporting documents supporting all charges.

**SECTION FIVE - MISCELLANEOUS:**

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

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

**TOWN OF EATONVILLE TOWN OF EATONVILLE  
COMMUNITY REDEVELOPMENT AGENCY**

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

By: \_\_\_\_\_  
Angie Gardner, Chair

ATTEST:

\_\_\_\_\_  
Veronica King, Town Clerk

STATE OF FLORIDA  
COUNTY OF ORANGE

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

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

\_\_\_\_\_  
Notary Public  
My Commission Expires





# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### SEPTEMBER 19, 2023 AT 7:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of moving forward with the HostDime project allocating funds for the infrastructure (**Vice Mayor Daniels**)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> LEGISLATIVE
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>• Legal Opinion From Attorney Moseley</li> <li>• HostDime Agreement</li> </ul>
<b>CONSENT AGENDA</b>		
<b>COUNCIL DECISION</b>	YES	
<b>ADMINISTRATIVE</b>		

**REQUEST:** To approve moving forward with the HostDime project allocating funds for the infrastructure.

**SUMMARY:** In 2015, the Town Council unanimously voted on and made a commitment to allocate funds for the infrastructure of the HostDime project, which has since been built. As a senior member on the Council and someone who participated in the voting process for this project, I believe it is crucial that we honor our obligation and commitment to this project.

The HostDime project has now grown to a value exceeding \$42 million and is expected to generate substantial ad valorem taxes for our town. It is important that we follow through on our commitment to ensure the success of this project; and the benefits it will bring to our community.

I have attached an opinion from our former attorney, Dean Mosley, which outlines the legal formalities associated with honoring our vote. This document provides further support for our decision to move forward with the HostDime project.

**RECOMMENDATION:** Recommend Town Council approve moving forward with the HostDime project allocating funds for the infrastructure.

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

**THE MOSLEY LAW FIRM, INC**

TELEPHONE: 407-649-7111  
812 N. Thornton Avenue,  
Orlando, Florida 32801

EMAIL: [dfmosleylaw@gmail.com](mailto:dfmosleylaw@gmail.com)

December 21, 2020

Eddie Cole  
Mayor of Town of Eatonville  
37 E. Kennedy Blvd.  
Orlando, Florida 3251

Re: **\$200,000.00 Agreement with Host Dime**

Dear Mayor and Members of the Town Council:

I took time today to review the situation with the Host Dime matter because I was noticed on a letter concerning Host Dime and an obligation on the part of the Town of Eatonville to make a \$200,000.00 contribution to the development of the Host Dime building in Eatonville, Florida.

I reviewed several documents that was at first confusing and conflicting with the initial documents generated in year 2016. In the year of 2016, it was clear that the Town of Eatonville would contribute \$200,000.00 to the Host Dime project, because it recognized the building, when completed, would generate tax revenues to the Town of Eatonville in excess of \$150,000.00 per year. It seemed at that time beneficial and a strategic partnership for the citizens of Eatonville. It appears all parties were on the same page and agreed to mutual terms that was reviewed by lawyers and all decision makers.

On August 20, 2019, it appears that the sentiment began to change when reading the minutes produced from the August 20, 2019 meeting, Section VIII of the minutes in particular. Resolution 2019-16, presented by Mike Johnson, the Director of the Community Redevelopment Agency, reasoned that funding allocated to a project that had not been completed in three years, had to be re-appropriated to the Community Redevelopment Agency's budget. No law was cited in the minutes to support that conclusion and it appears no one argued otherwise. However, when you listen to the recorded version of that August 20, 2019 meeting a lot more was said. It appears that the Town Council, led by the comments of Marilyn Sconions, that it was the intent of the Town Council to have that money re-appropriated to the Community Redevelopment Agency only to meet the requirements of the law, but it was clear from Marilyn Sconions, Theodore Washington and Mayor Cole that the money was to be re-allocated to the Host Dime project. I encourage all concerned to listen to the recording. There was a vote on the Resolution and it passed. The Town Council voted to re- appropriate the \$200,000.00 to the Community Redevelopment Agency. At this point, I cannot determine if there was an orataneous amendment to Resolution 2019-16, which indicated the concerns articulated by Marilyn Sconions, Theodore Washington and Mayor Eddie Cole.

It is also important to note that an extension was granted to Host Dime by the Town Planner on October 28, 2017 for three years, which would mean the agreement did not expire before August 2019, but rather was in full force and effect until October 2020. Then, in 2020 the lack of progress may be



attributable to the pandemic, basically the world stopped and because of force majeure, many courts would grant an extension under the present circumstances.

I then read a communications letter drafted seemingly by the attorney who represented the Community Redevelopment Agency, Greg Jackson. That communications was drafted and emailed on October 9, 2019 and it stated in summary form, that the initial designation of Community Redevelopment Agency funds were use restricted by Florida Statute. It cited Florida Statute 163, Part III. I believe the attorney was referring to 163.370 (3), which states, The following projects may not be paid for or financed by increment revenues: I came to the conclusion that Attorney Jackson was most likely referring to Florida Statute 163.370 (3) (b). Which reads, Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project scheduled or plan of the governing body which approve the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of the governing body and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.

It is my interpretation of this section to mean that if there was a Capital Improvement Plan that included Host Dime previous to the Community Redevelopment Plan to provide the \$200,000.00 to Host Dime, then the contribution would be statutorily restricted. Here, I do not find that any such Capital Improvement Plan existed previous to the pledge by the Town Council to Host Dime that included Host Dime. The Capital Improvement Plan came about after the commitment to Host Dime and therefore does not statutorily bar the Community Redevelopment Agency from honoring an agreement previously made. Subsequent acts don't generally vitiate previous contractual agreements, especially when one partially performs and or rely on your promise. Matters are compounded, because Host Dime has started work on the project and has relied on the Town's promise and agreement to initiate work. There is no indication that anyone in the appropriate official capacity communicated to Host Dime, prior to work initiation that the Town of Eatonville was no longer going to honor the \$200,000.00 pledge.

It is important to understand and recognize that if this matter should end up in litigation, not only will the courts question why we don't understand the value of the agreement and its benefit, but the cost for breaching such agreement could be enormous. If delays are caused because of a breach attributable to the city, those delays could cost as much as \$2,500.00 a day. Those cost are passed on to the Town of Eatonville as damages in a lawsuit. The typical damages are compensatory, special damages, and loss of profits. It is true generally to get attorney's fees it has to be included in the contractual arrangement. I have not read anything that indicates that attorney's fees in case of a breach would be the town's responsibility.

In short, I encourage the Town Council to resolve this issue post haste.  
I think the risk of breaching the agreement and having to pay damages is real.

Respectfully,



TOWN COUNCIL  
**MINUTES**  
MAY 26, 2016  
**SPECIAL SESSION MEETING**  
6:00 P.M.

**PRESENT:** Interim Mayor Eddie Cole, Vice Mayor, Rodney Daniels, Councilwoman Angela Thomas, and Councilman Theo Washington.

**STAFF:** Attorney Joseph Morrell, Roger Dixon, Chief Administrative Officer, and Cathlene Williams; Town Clerk. **Also in Attendance:** Thomas J. Wilkes, Attorney.

- I. CALL TO ORDER & VERIFICATION OF QUORUM-** Interim Mayor Eddie Cole called the Council Meeting to order at 6:07 PM., a quorum is established.
- II. INVOCATION & PLEDGE OF ALLEGIANCE-** Interim Mayor Cole led the Prayer followed by the Pledge of Allegiance; Interim Mayor Cole opened the meeting to **Citizen Participation.**

**PUBLIC PARTICIPATION-** **Lou Payas; with Payas Commercial Real Estate-** Yesterday the Interim Mayor spoke very eloquently about the impact of Host. Dime will have in Eatonville. Mr. Payas stated he is the reason that Host. Dime is here, met with Tom Kohler, Richard Levy, and Manny at the GAI Office and the discussed the project, a during the meetings, Mr. Levy indicated to me that I would receive a commission on this project, I have all the documentation, I have subsequently sent to Mr. Kohler the commission agreements, that were not forwarded to the appropriate authorities, I want to solve this amicably, I am prepared to litigate if it gets to that point. Interim Mayor Cole indicated tonight, we are dealing with the Developer’s Agreement.

- III. PRESENTATIONS**
- IV. PUBLIC HEARING**
- V. DISCUSSION ITEMS ONLY**
- VI. CITIZENS PARTICIPATION**
- VII. CONSENT AGENDA**

**A. Approval of the May 26, 2016 Developer’s Agreement between Host. Dime and the Town of Eatonville.** Motion by Councilman Washington, the motion was seconded by Vice Mayor Rodney Daniels to approve the Developer’s Agreement between Host. Dime and the Town of Eatonville; **AYE: ALL, MOTION PASSES.**

- VIII. COUNCIL DECISION
- IX. STAFF REPORT
- X. ADMINISTRATIVE/COUNCIL/ATTORNEY REPORT- NONE

**ADJOURNMENT-** Special Session Meeting adjourned at 6:10 P.M.

**Respectfully Submitted by**



**Cathlene Williams, Town Clerk**



# Town of Eatonville, Florida Town Council Special Session Meeting

Thursday, May 26, 2016

**Item: A**

Town Council Action

<b>I.</b>	Proclamations, Awards, and Presentations	<input type="checkbox"/>	Department: Mayor  Exhibits: Development Agreement between Host. Dime, and the Town of Eatonville
<b>II.</b>	Public Hearing	<input type="checkbox"/>	
<b>III.</b>	Consent Agenda	<input checked="" type="checkbox"/>	
<b>IV.</b>	Legislative	<input type="checkbox"/>	
<b>V.</b>	Administrative	<input type="checkbox"/>	

**REQUEST:** Staff requests that Council approves the execution of the May 26, 2016 Development Agreement between the Town of Eatonville and Host. Dime.

**SUMMARY:** The Town of Eatonville is the contract buyer of approximately 99.241 acres of land located on Wymore Road in the Town of Eatonville, Florida from the School Board of Orange County, Florida. The particulars are outlined in that certain Agreement for Sale and Purchase dated July 1, 2010, by and between the Town and OCPS, as amended from time to time (the "Hungerford Contract").

Host. Dime contracted with the Town to purchase five acres of the Master Parcel to construct an 85,000 square foot state-of-the-art corporate headquarters and to consolidate its employees. The Town and Host. Dime set forth the entitlements, terms, conditions, requirements, and restrictions negotiated by the parties as part of the Project in the Development Agreement dated May 26, 2016.

**RECOMMENDATION:** Staff recommends that Council approves the execution of the May 26, 2016 Development Agreement between the Town of Eatonville and Host. Dime

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



THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:  
Truong Nguyen  
GrayRobinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, FL 32801

**DEVELOPMENT AGREEMENT**

**This Development Agreement** (the “Agreement”) is entered into on the Effective Date by **HostDime.com, Inc.**, a Florida corporation (the “Owner”), and the **Town of Eatonville, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”).

**Whereas**, the Town is the contract buyer of approximately 99.241 acres of land located on Wymore Road in the Town of Eatonville, Florida (the “Master Parcel”), from the School Board of Orange County, Florida (“OCPS”) as set forth in that certain Agreement for Sale and Purchase dated July 1, 2010 by and between the Town and OCPS, as amended from time to time (the “Hungerford Contract”).

**Whereas**, the Owner contracted with the Town to purchase five acres of the Master Parcel more particularly described and depicted on **Attachment A** hereto (the “Property”).

**Whereas**, the Owner plans to consolidate its employees into a 85,000 square foot state-of-the-art corporate headquarters to be constructed on the Property (the “Project”).

**Whereas**, the Town and the Owner now desire to set forth the entitlements, terms, conditions, requirements, and restrictions negotiated by the parties as part of the Project.

**Now, therefore**, the Town and the Owner agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Development of the Property.** The Owner is entitled to develop the Project on the Property in accordance with all of the following:
  - a. Development of the Property shall be controlled by the terms of this Agreement and, to the extent not expressly in conflict with this Agreement, the Town of Eatonville’s Comprehensive Plan, the Town of Eatonville Development Code (the “Development Code”), and the Town of Eatonville Code of Ordinances.
  - b. Development of the Property shall be controlled by the zoning and the Site Plan to be approved for the Property by the Town’s Planning Board and the Town Council.
3. **Development-Related Conditions of Approval.** Development of the Project may be undertaken on the Property only in compliance with the following conditions, requirements, and restrictions:

a. **Site Plan.** The site plan for the Project (the “**Site Plan**”) shall be prepared for review and approval by the Town’s Planning Board and Town Council, as required by the Development Code. The Town agrees to expedite the review of the Site Plan and other permits. Notwithstanding any part of the Site Plan to the contrary, the Project shall be subject to, and the Site Plan shall reflect, the following conditions, requirements, and restrictions:

(i) Septic systems, on-site package-treatment plants, and potable-water wells are not allowed. Potable water and sanitary sewer service must be obtained from the Town. The Owner shall design and construct the infrastructure (pipes, equipment and all other necessary improvements) to connect the Project to the Town’s potable water and sanitary sewer service lines. The Town shall reimburse the Owner up to \$200,000.00 (“**Town Contribution**”) of verifiable third party costs and expenses incurred by the Owner in connection with the design and construction of such potable water and sanitary sewer infrastructure (“**Utility Improvements**”). Any **Town Contribution** not used to reimburse Owner for **Utility Improvements** shall be used to reimburse Owner for the Entrance Road below. The Owner shall coordinate with the Town to connect such potable water and sanitary sewer infrastructure to the Town’s existing facilities providing such services.

(ii) Detailed plans for landscaping and tree retention/removal shall be submitted as part of the Site Plan, including the landscape buffer along the perimeter of the site. This can be shown with typical planting detail or notes.

(iii) Sidewalks shall be shown on the plan, including a sidewalk along the parcel’s frontage on Wymore Road.

(iv) Building height shall not exceed 110 feet.

(v) The roadway into the Owner’s entrance (“**Entrance Road**”), as shown on the Site Plan, will be constructed by the Owner. The Owner shall also pay for any improvements to Wymore Road required in connection with the construction of the Entrance Road. The Town shall cause OCPS to dedicate the Entrance Road to the Town for the use and benefit of the public. The Town and the Owner agree to name of the Entrance Road, “**Innovation Place**”. The Owner will have the right to choose to use an address of Wymore Road or Innovation Place, Eatonville, Florida. To the extent that the Entrance Road costs more than the **Town Contribution**, the Master Developer will reimburse Owner up to fifty percent (50%) for the cost of construction of the Entrance Road.

4. **Construction-Related Conditions of Approval.** The following requirements and restrictions shall apply to construction activity on the Property:

a. **Construction Hours and Deliveries.** Construction activity may occur only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, unless approved otherwise expressly and in writing by the Town’s Chief Administrative Officer. Deliveries of construction materials and equipment may occur only during those same hours.



b. **Stormwater Retention During Construction.** The Owner shall take such steps as are necessary or useful to ensure that, at all times during construction, all stormwater from rainfall, up to at least one inch per storm, is retained within the boundaries of the Property and not discharged offsite.

c. **Construction-Site Security.** The Owner shall secure the Property throughout the construction period to prevent trespass, theft, bodily injury, and other undesirable occurrences. If, after consultation with the Town's Chief of Police, the Town's Chief Administrative Officer reasonably determines that additional security is needed, the Owner will provide it.

d. **Enforcement.** Material violations of the requirements and restrictions of this Section 4, as determined in the reasonable judgment of the Town Administrative Officer, may result in the issuance by the Chief Administrative Officer of a stop-work order. Upon such issuance, the Owner shall halt all construction immediately and correct the violation. Construction may be resumed only upon written notification to the Owner from the Chief Administrative Officer that the violation has been corrected, and the Chief Administrative Officer shall issue such notice immediately upon correction thereof. The Town shall have such other remedies (other than an action for damages) as allowed by law and equity to enforce the provisions of this Section 4, including (but not limited to) withholding building permits and certificates of occupancy.

5. **Master Developer.** Shortly after the conveyance of the Property to the Owner, the Town expects and intends to sell the remaining Master Parcel to a yet-to-be-identified master developer (the "**Master Developer**"). As part of the consideration from the Owner in return for the Town selling the Property separately from the Master Parcel, the Owner agrees to the following:

a. The Owner and its successors in interest shall be part of the property owners' association for the Master Parcel, if and when one is formed by the Master Developer, so long as the Owner's membership rights and duties are the same as other similarly situated property owners in the association. The Owner will have the right to review the property owners' association documents for the Master Parcel and provide comments prior to adoption.

b. The Owner will contribute to the cost of operation and maintenance of the master stormwater system in the same manner as owners of other properties drained by the system.

6. **Intentionally Omitted.**

7. **Notices.**

a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized

overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to subsection 7.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Section 7.c.

b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 7.

**As to Owner:** HostDime.com, Inc.  
2603 Challenger Tech Court, Suite 140  
Orlando, Florida 32826  
Attention: Manny Vivar

**With a copy to:** Lowndes, Drosdick, Doster Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801  
Attention: M. Rebecca Wilson

**As to Town:** Town of Eatonville  
307 E. Kennedy Boulevard  
Eatonville, FL 32751  
Attention: Roger Dixon, Chief Administrative  
Officer

**With a copy to:** GrayRobinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, FL 32801  
Attention: Truong M. Nguyen

c. Subject to Section 7.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:

(i) if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and

(ii) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.

d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day



that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

8. **Project Completion/Forced Sale.** Provided that the Town complies with its duties and obligations under this Agreement, the Owner shall be required to complete construction of the Project, receive a final certificate of occupancy for the Project and commence operations at the Project (collectively, the “**Project Start Conditions**”) by June 30, 2019 (the “**Operations Start Date**”). Should the Owner fail to satisfy the Project Start Conditions by the Operations Start Date, but has commenced substantial work on the Project construction, the Operations Start Date shall be extended to June 30, 2020 . In the event Owner fails to meet the Project Start Conditions prior to the expiration of the Operations Start Date (including any extension thereof), the Town shall have the right to commence marketing the Property and any then existing Project improvements (the “**Incomplete Project**”) for sale to any potential buyer of the Incomplete Project (the “**Forced Sale Option**”). The Town may exercise the Forced Sale Option by providing notice the Owner setting forth, with specificity, the Owner’s failure to satisfy the Project Start Conditions and the Town’s intent to market the Incomplete Project for sale. Until such time as the Town is able to (i) procure a buyer for the Incomplete Project (the “**Project Buyer**”) and (ii) produce a final executed purchase and sale contract for the Incomplete Project with such Project Buyer (condition (i) and (ii), collectively, (the “**Forced Sale Conditions**”), the Owner shall have right to satisfy the Project Start Conditions, in which event, the Forced Sale Option shall expire and have not force or effect (the “**Option Expiration**”), except that the Owner shall reimburse the Town for all reasonable costs incurred by the Town in marketing and contracting for the sale of the Incomplete Project, including but not limited to legal counsel fees and costs. Should the Town satisfy the Forced Sale Conditions prior to any Option Expiration, the Owner shall be obligated to transfer and convey the Incomplete Project to the Project Buyer upon the following terms (each, a “**Sale Covenant**”):

(a) Title shall be conveyed to the Project Buyer by special warranty deed and quit claim bill of sale in the forms attached as Attachments B and C respectively.

(b) Closing shall take place no later than 30 days after the Town satisfies the Forced Sale Conditions (the “**Project Closing Date**”). Prior to such closing, the Project Buyer and the Town shall have access to the Property and the Incomplete Project, during normal business hours to inspect and perform such reasonable and standard tests and assessments as are typically performed on commercial property such as the Property and the Incomplete Project in connection with the sale of such property. The Owner shall provide the Town with a copy of all of the following documents: all Project surveys, engineering and construction plans, renderings and sketches, all agreements with any general contractor, subcontractor, architect or engineer, insurance policies on the Project, any construction payment or performance bond, any lease, sublease or license agreement for any part of the Project.



(c) The Project Buyer shall pay for all standard closing costs, including recording fees, title insurance premiums and documentary stamp tax on the special warranty deed. The Owner shall pay for the fees the costs of its legal counsel.

(d) Purchase sale price shall equal the aggregate of the Owner's verifiable costs to purchase the Property and construct the Incomplete Project, pro-rated for real property taxes to the date of closing (the "Sales Proceeds").

(e) Sales Proceeds, shall be applied and disbursed as follows to the extent of available Sales Proceeds: first to pay off any monetary lien encumbering Property, second to pay off or pay down any Project Indebtedness and last to the Owner. "Project Indebtedness" shall mean any debt held by a third party lender, entered into at arm's length terms in order to provide construction financing for the Project, and secured by a first mortgage on the Property. The Town and the Owner hereby subordinates this Agreement to the lien of mortgage securing any Project Indebtedness.

(f) Should the Project Buyer fail to close on the purchase of the Property and the Incomplete Project by the Project Closing Date for any reason other than the Owner's failure to comply with any Sale Covenant applicable to the Owner, the Forced Sale Option shall expire and have not force or effect and the Town shall reimburse the Owner for all reasonable costs incurred by the Owner in complying with any Sale Covenant applicable to the Owner, including but not limited to legal counsel fees and costs.

9. **Force Majeure.** Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to fire, flood, or other natural disaster, war or other national emergency, embargo, riot, strike, the intervention of any governmental authority, or other causes beyond the reasonable control of the parties (but specifically excluding therefrom general economic conditions or the economy in general as a cause), provided, however, that the party so delayed promptly notifies the other party of such delay.

10. **Sovereign Immunity.** Nothing contained in this Agreement nor in any instruments or documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Town of its sovereign immunity under the Constitution and laws of the State of Florida.

11. **Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by the Owner or the Town, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the Town, or the Owner, as the case may be, shall have the right to pursue the remedies set forth in Section 13.f. hereof.

12. **Amendments and Waivers.** This Agreement may be amended only by express written instrument executed by both the Owner and the Town, and the execution by the Town shall be valid and binding against the Town only if expressly approved by its Town Council at a legally valid meeting thereof. Waivers of material requirements, restrictions, and conditions



imposed hereunder shall be valid and binding against the Town only if expressly approved by its Town Council at a meeting thereof.

13. **Miscellaneous.**

a. **Consultant Fees.** The Owner in accordance with the Development Code shall reimburse the Town for its reasonable fees paid to consultants hired by the Town to review development plans, Site Plan and permit applications.

b. **Covenants Running with the Land.** This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties and shall be a covenant running with the Property. Also, Owner covenants, on behalf of itself and its successors and assigns, that from the date of this Agreement until the 99<sup>th</sup> anniversary of the date on which the Property was conveyed by the Town to the Owner, the Owner shall not seek or support or otherwise apply, petition, or sue for de-annexation of the Property from the boundaries of the Town. Any such application, petition, or suit for de-annexation by the Owner (or its successors or assigns) shall be void and subject to denial or dismissal with prejudice. This covenant shall survive termination of this Development Agreement.

c. **Recordation of Agreement.** This Agreement shall be recorded in the Official Records of Orange County, Florida, at the expense of the Owner, within ten business days after the Effective Date of this Agreement (as defined below).

d. **Applicable Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida. Venue for a proceeding in connection with this Agreement shall be the Ninth Judicial Circuit of Florida, in Orange County, Florida.

e. **Further Documentation.** Following a request therefor by a party, the other party shall execute and deliver such documents and instruments, in form and substance reasonably requested, as may be necessary to confirm the obligations of the party and to evidence the consummation of the transactions contemplated hereby.

f. **Limitation on Remedies.** In judicial proceedings, the Town and the Owner shall have the right to enforce the terms and conditions of this Agreement only by an action for specific performance or injunctive relief. Each party expressly waives its right, if any, to seek damages of any type in actions arising from or connected to this Agreement, the Project, and the Contract. Notwithstanding the foregoing, the parties may use self-help remedies such as withholding performance of obligations hereunder while the other party is in breach hereof, withholding permits and approvals (including certificates of occupancy), etc.

In witness whereof, the Owner and the Town have caused this Agreement to be executed by their respective, duly authorized representatives as set forth below, and the Effective Date is the last date on which this Agreement is executed by all parties.

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

5/25/2016

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Cathlene Williams, Town Clerk

STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by \_\_\_\_\_, \_\_\_\_\_ of the Town of Eatonville, Florida, known to me to be the person described in and who executed the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 2016. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

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

My Commission Expires: \_\_\_\_\_

Witnesses:

HOSTDIME.COM, INC., a Florida  
corporation

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

By: \_\_\_\_\_  
President

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by \_\_\_\_\_, President of **HostDime.com, Inc.**, known to me to be the person described in and who executed the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 2015. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
NOTARY PUBLIC

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

My Commission Expires: \_\_\_\_\_

**Attachment A**  
**to the**  
**Development Agreement**

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**Legal Description and Sketch**  
**of the**  
**“Property”**



Attachment B

**THIS INSTRUMENT PREPARED BY:**

*Truong Nguyen, Esquire*  
*GrayRobinson, P.A.*  
*301 E. Pine Street, Suite 1400*  
*Orlando, Florida 332801*  
*Telephone: 407/244-5687*

**RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tax Parcel No.: [\_\_\_\_\_]

**NOTE TO RECORDER: Documentary Stamp Taxes in the amount of \$[\_\_\_\_\_] on consideration in the amount of \$[\_\_\_\_\_] are being paid in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.**

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this \_\_\_ day of \_\_\_\_\_, \_\_\_ between [Seller] (“Grantor”), whose mailing address is \_\_\_\_\_, and [Buyer] (“Grantee”), whose mailing address is \_\_\_\_\_. Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed and by these presents does grant, bargain, sell, and convey unto Grantee that certain tract(s) or parcel(s) of land located in Orange County, Florida, more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Land”), together with all improvements, rights, benefits, privileges, easements, tenements, and appurtenances thereon or pertaining thereto (the Land, together with such improvements, rights, benefits, privileges, easements, tenements, and appurtenances being hereinafter referred to collectively as the “Property”).

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject only to real estate taxes for calendar year \_\_\_\_\_ and all subsequent calendar years; and matters of record, the reference to which shall not act to reimpose the same.

TO HAVE AND TO HOLD the Property unto Grantee, his successors and assigns in fee simple forever, and Grantor hereby binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, his successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

WITNESSES:

[Seller]

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

By: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, for the \_\_\_\_\_.  
He/She is ( ) personally known to me or ( ) has produced a \_\_\_\_\_ driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*(Affix Notary Seal)*

Attachment C

FORM OF BILL OF SALE

QUIT-CLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT [Seller], whose address is \_\_\_\_\_ (hereinafter referred to as "Transferor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid by [Buyer], whose address is \_\_\_\_\_ (hereinafter referred to as "Transferee"), the sufficiency and receipt of which is hereby acknowledged, has granted, transferred and delivered, and by these presents does grant, transfer and deliver unto the Transferee, its successors and assigns, all of its right, title and interest in and to such of the items, goods, chattels and equipment, which are presently existing and located on the real property legally described in Exhibit "A", attached hereto and incorporated herein, AND WITHOUT WARRANTY OF TITLE, FITNESS OR MERCHANTABILITY.

TO HAVE AND TO HOLD the same unto the Transferee, its successors and assigns forever.

IN WITNESS WHEREOF, the Transferor has caused these presents to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered  
in our presence:

Witnesses:

[Seller]

\_\_\_\_\_

Printed Name

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_

Printed Name