



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING AGENDA

Tuesday, November 21, 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. CONSENT AGENDA

1. Approval of the Town of Eatonville Organizational Chart (**Administration**)

2. Approval of Master Agreement for Contractual Planning Services (**Administration**)

VI. COUNCIL DECISIONS

3. Approval of Resolution 2023-25 Authorizing the Mayor, Vice Mayor or the Chief Administrative Officer to Electronic Signing Account Payables Checks (**Administration**)

VII. REPORTS

CHIEF ADMINISTRATIVE OFFICER'S REPORT

TOWN ATTORNEY'S REPORT

TOWN COUNCIL REPORT/DISCUSSION ITEMS

MAYOR'S REPORT

VIII. 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

NOVEMBER 21, 2023, AT 07:30 PM

Cover Sheet

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

ITEM TITLE: Approval of the Town of Eatonville Organizational Chart (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION Exhibits: <ul style="list-style-type: none">• TOE Organizational Chart (See Workshop Documents)• Job Descriptions (See Workshop Documents)
INTRODUCTIONS		
CONSENT AGENDA	YES	
COUNCIL DISCUSSION		
ADMINISTRATIVE		

REQUEST: The Administration has finalized and requests approval of Town’s Organizational Chart.

SUMMARY: Several variations of the Town of Eatonville organization structure have been vetted and prepared to improve internal workplace efficiency and to provide better service to citizens and customers. The restructuring included three focus areas: Town Operations, Development Services and Public Infrastructure. The request to add in a Special Project Coordinator and combine the part-time Record Coordinator with the part-time Human Resource/Risk Position to make one full-time position.

The new structure will allow for quicker and more coordinated response among the Town’s approximately 43 full-time and part-time staff members. The Town’s population will increase over the next year with new development taking and additional visitors, therefore our service level demands will increase. Along with the need for technical staff to improve workplace efficiency.

RECOMMENDATION: Staff recommends the approval of the finalized Organizational Chart.

FISCAL & EFFICIENCY DATA: The finalized organizational chart has adjusted salaries to be accomplished within the current FY 2023-24 personnel budget.



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

NOVEMBER 21, 2023, AT 07:30 PM

Cover Sheet

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ITEM TITLE: Approval of Master Agreement for Contractual Planning Services (Administration)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> Master Agreement CSA for Contractual Planning Services
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: The Administration is requesting the Town Council’s approval of a master agreement for contractual planning services with PlanActive Studio, LLC.

SUMMARY: In 2022 the town brought in PlanActive Studio, LLC, to assist with complex planning and zoning projects within the Town of Eatonville. The administration would like to continue using PlanActive Studio, LLC on a continuing service agreement and for task order projects as required. With the addition of in-house staff, the external service need has reduced, however with the master plan, zoning, and land use updates coming in 2024, the continued contractual services are required.

RECOMMENDATION: Staff recommend that the Town Councils approve the Master Agreement for Contractual Planning Services with PlanActive Studio, LLC.

FISCAL & EFFICIENCY DATA: The funding for these services was allocated with the 2023-24 Budget Approvals in the amount up to \$40,000.00. these funds are in the budget line items 001-0515-515-3400



MASTER AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT, made effective as of this ____ day of _____ 2023, between THE TOWN OF EATONVILLE (the “Town”), a Florida municipal corporation, whose address is 307 East Kennedy Boulevard, Eatonville, Florida, 32751, and PLANACTIVE STUDIO, LLC (the “CONSULTANT”), a Florida company, whose address is 3708 Pelican Lane, Orlando, Florida, 32803, (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Town desires to retain the services of a competent and qualified consulting firm to provide professional planning services; and

WHEREAS, the Consultant is an independent agent that is competent and qualified to provide consultation services in the area of professional planning and desires to provide its professional planning services according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the Parties agree as follows:

1. TERM

1.1. This Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years.

2. SCOPE OF SERVICES

2.1. The Consultant hereby agrees to perform services for the Town from time to time. The precise services to be performed by the Consultant shall be mutually agreed upon by the Parties and set forth in one or more task orders (each a “Task Order”), a form of which is attached hereto as Exhibit A. Each Task Order shall be signed by each Party and shall include, unless otherwise agreed upon by both Parties, detailed information concerning a given project, including a description of the specific services to be provided (“Scope of Work”), project milestones, and target completion dates (“Project Schedule”).

2.2. The Parties acknowledge and agree that during the term of this Agreement, the services, as set forth in a Task Order, may be modified from time to time by the Parties. Every such change shall require a written amendment to the Task Order (the “Amended Task Order”). Each Amended Task Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline, or other matter. Any such changes that result in additional charges shall be reflected in the Amended Task Order. No Amended Task Order shall become effective unless and until it is signed by both Parties.

3. TIME FOR COMPLETION

3.1. Unless otherwise provided by the Parties, each Task Order shall contain project timelines, milestones, or target dates for completion of a project or a portion thereof, and all such schedules shall be reasonable for the services to be provided. In all events, the Parties shall use their reasonable best efforts to comply with each Task Order.

- 3.2. If at any time either Party anticipates a delay in meeting the timelines for a given Task Order as set forth in its Project Schedule, either due to changes to the services requested by the Town, or other causes, then the anticipating Party shall promptly notify the other Party in writing, specifying the reason for the delay and the anticipated effect upon the timelines, milestones, or other deliverables.
- 3.3. The Consultant shall be responsible for managing the Project Schedule as described in the Task Order and ensuring compliance with established milestones. The Consultant shall issue an informal weekly project update by e-mail or other suitable method for each assigned project, which annotates progress, complete and incomplete tasks, and causes of any schedule slippage.

4. FEES

- 4.1. The Town shall pay the Consultant the fee stipulated in the Task Order for services rendered pursuant to each assigned project. In no event shall the total fees payable under a Task Order exceed the fee listed on such Task Order without the prior written consent of the Town.
- 4.2. The Consultant shall submit monthly invoices to the Town for services performed and expenses incurred with respect to each Task Order, unless otherwise provided in the applicable Task Order. The Town will pay undisputed invoices within thirty (30) days of receiving an invoice from the Consultant.

5. SUSPENSION OR TERMINATION

- 5.1. The Town may suspend or terminate this Agreement or any Task Order with or without cause by giving written notice to the Consultant of such suspension or termination and specifying the effective date thereof, which notice shall be given at least seven (7) days before the effective date of such termination. In such an event, the Consultant shall deliver to the Town all finished or unfinished documents, data, studies, and reports prepared by the Consultant pursuant to this Agreement. The Consultant shall be entitled to receive compensation in accordance with any outstanding Task Order for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of termination.

6. ASSIGNMENT

- 6.1. The Consultant shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Town. Any purported assignment or delegation in violation of this Section shall be null and void.

7. INDEPENDENT CONTRACTOR

- 7.1. The Consultant, in performance of services under this Agreement, is acting as an independent Contractor and shall have exclusive control of the manner and means of performing the work. Personnel supplied by the Consultant hereunder are not City's employees, agents or representatives, and Consultant assumes full responsibility for their acts.

8. INDEMNIFICATION

- 8.1. The Consultant agrees to indemnify, defend, and hold harmless the Town and its officers, directors, managers, members, partners, employees, agents, affiliates, successors, and permitted assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers (collectively, "Losses") relating to or resulting from any third party claim, suit, action, or proceeding (collectively, "Claims") (i) arising out of or occurring in connection with the service, except to the extent such Claims are determined to have resulted from the Town's gross negligence or willful misconduct; or (ii) based on a claim that any of the service or Deliverables, or the Town's receipt or use thereof, infringes

any Intellectual Property right of a third party.

9. GOVERNING LAW; VENUE

9.1. This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract. Venue for any claim, actions, or proceedings arising out of this Contract shall be Orange County, Florida.

10. PUBLIC RECORDS ACT

10.1. The Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. Specifically, the Consultant is required to:

- 10.1.1. Keep and maintain public records required by the Town to perform the service.
- 10.1.2. Upon request from the Town, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount provided in Chapter 119, Florida Statutes, or otherwise provided by law.
- 10.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the Agreement if the Consultant does not transfer the records to the Town.
- 10.1.4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by Agreement to perform the service.
- 10.1.5. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records.
- 10.1.6. All records stored electronically must be provided to the Town, upon request from the Town, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (407) 623-8910; vking@townofeatonville.org; 307 E. Kennedy Boulevard, Eatonville, Florida 32751.

11. PUBLIC ENTITY CRIMES

11.1. The Consultant is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute Section 287.135 regarding Scrutinized Companies, and represents to Town that the Consultant is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of this Agreement.

12. SEVERABILITY

12.1. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

13. WAIVER

13.1. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance, or law, or of any subsequent breach or violation of the same.

14. FORCE MAJEURE

14.1. "Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

15. ENTIRE AGREEMENT

15.1. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, is the sole and entire agreement of the Parties concerning the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

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

PLANACTIVE STUDIOS, LLC

TOWN OF EATONVILLE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
TOWN OF EATONVILLE
TASK ORDER #____
Month Day, Year

SCOPE OF SERVICES

The project will be completed under PlanActive’s existing Master Agreement for Professional Services with the Town of Eatonville dated _____. PlanActive will provide the following services:

TASKS/DUTIES

Planning & Zoning Support Services

PlanActive will meet with the Town Project Manager at the initiation of each assignment to discuss the timeframe, confirm deliverables needed for review, and the Town will provide needed information to complete each assignment.

As directed by the Town, PlanActive will provide professional planning services to review zoning applications, variance requests, amendments to the comprehensive plan and other potential planning related needs as received by the Town. PlanActive will follow the Town’s established development review procedures, comprehensive plan, and other policies as provided by the Town Project manager.

Meetings

As directed by the Town, PlanActive will attend meetings, summarized below, as needed:

- Attendance of planning and zoning meetings and Town Council
- PlanActive will not contact any applicants without prior consent from the Town Project Manager.
- Meetings with members of boards, elected officials, and staff, as directed.

DELIVERABLES

For each Task Assignment, PlanActive will prepare written comments in accordance with the Town’s established development review protocols. For each public hearing application assignment, PlanActive will prepare written comments and prepare staff reports in accordance with the Town’s established protocols. Additional tasks can be added, as needed, by the Town Project Manager. PlanActive Studio will provide updates monthly invoices that summarize, by project, the hours and deliverables submitted to the Town.

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COMPENSATION

PlanActive Studio will perform the above services contained in this Agreement for an hourly rate of \$175.00 per hour, plus reimbursables (if applicable) not to exceed forty thousand (\$40,000.00).

PLANACTIVE STUDIO LLC Authorization

By: _____

Title: President _____

Date: _____

CLIENT AUTHORIZATION

By: _____

Title: _____

Date: _____



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
NOVEMBER 21, 2023, AT 07:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Resolution 2023-25 Authorizing the Mayor, Vice Mayor or the Chief Administrative Officer to Electronic Signing Account Payables checks (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> Resolution 2023-25 (See Workshop Documents)
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: The Administration is requesting Town Council to approve Resolution 2023 –25 Authorizing the Mayor, Vice Mayor or the Chief Administrative Officer to Electronic Signing Account Payables checks.

SUMMARY: The Town Council desires to designate the Mayor, Vice Mayor or Chief Administrative Officer to sign the checks through the Accounts payable software Edmund electronic signature. It was suggested by the council to review the electronic signing process to improve staff efficiency. The process and training shall be performed by our ERP service provider (Edmunds). At the end of each month, the Town Council will receive a check register of account payables check for that month which include the vendor, check number, and check amount.

RECOMMENDATION: Recommendation is for Town Council to approve the Mayor, Vice Mayor or Chief Administrative Officer to be the signers on the Electronic Signing Account Payables checks.

FISCAL & EFFICIENCY DATA: This service is already available in the service package with Edmunds, so no additional cost to implement and operate this is required.