



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING AGENDA

Tuesday, November 18, 2025, at 7:30 PM **AMENDED**

Town Hall - 307 E Kennedy Blvd

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

- I. CALL TO ORDER 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 Town Council Meeting Minutes (Clerk Office)
 - Council Meeting Minutes 10-7-25
 - Council Meeting Minutes 10-21-25
 - Council Meeting Minutes 11-04-25
 2. Approval of Resolution 2025-35 Hybrid Work Policy (Administration)
 3. Approval of the 37th ZORA! ® – Outdoor Festival of the Arts MOU. (Administration/PEC)
- VI. COUNCIL DECISIONS
 4. Approval of the AS IS Residential Contract For Sale And Purchase for 308 E. Kennedy Blvd. (Administration)
 5. Approval of Resolution 2025-33 Collaboration with Local Community Organizations (Councilwoman Randolph)
 6. Approval of Resolution 2025-32 Clarifying The Scope of the Mayor's Executive Powers; Reaffirming The Requirement For Council Approval of Certain Mayoral Actions (Councilwoman Randolph)
 7. Approval of Resolution 2025-34 Freezing The Position of The Deputy Chief Appropriating The Funds To Other Positions That Warrant Adequate Salary and Time In Service (Councilwoman Randolph)
- VII. COUNCIL DISCUSSION
 8. Approval of RFQ-2025-10-001-0-2025 PAL Center at Francis Jerry Park (Public Works)
- VIII. REPORTS
 - INTERIM CHIEF ADMINISTRATIVE OFFICER'S REPORT
 - TOWN ATTORNEY'S REPORT
 - TOWN COUNCIL REPORT/DISCUSSION ITEMS
 - MAYOR'S REPORT
- IX. ADJOURNMENT

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****PUBLIC NOTICE****

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



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

NOVEMBER 18, 2025, 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 (Clerk Office)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (CLERK OFFICE)
PUBLIC HEARING 1 ST / 2 ND READING		Exhibits: COUNCIL MEETING MINUTES: - Council Meeting, October 7, 2025, 7:30pm - Council Meeting, October 21, 2025, 7:30pm - Council Meeting, November 4, 2025, 7:30pm
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Request approval of meeting minutes for the Town Council Meetings as listed below:

- Council Meeting, October 7, 2025, 7:30pm
- Council Meeting, October 21, 2025, 7:30pm
- Council Meeting, November 4, 2025, 7:30pm

SUMMARY: The Town Council Meetings were held on the dates indicated below. Minutes were transcribed from the audio archive for approval for the public records.

- Council Meeting, October 7, 2025, 7:30pm
- Council Meeting, October 21, 2025, 7:30pm
- Council Meeting, November 4, 2025, 7:30pm

RECOMMENDATION: Recommend approval of Town Council meeting minutes as listed below:

- Council Meeting, October 7, 2025, 7:30pm
- Council Meeting, October 21, 2025, 7:30pm

FISCAL & EFFICIENCY DATA:N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING

MEETING MINUTES

Tuesday, October 7, 2025, at 7:30 PM

Town Hall – 307 E. Kennedy Blvd.

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 by Ms. Bellenger.

PRESENT: (5), Councilwoman Wanda Randolph, Councilman Tarus Mack, Councilman Rodney Daniels, Vice Mayor Theo Washington, Mayor Angie Gardner

STAFF: (8) Marlin Daniels, **Interim Chief Administrator Officer**; Marissa Bellenger, **Records Coordinator**; Cliff Shepard, **Town Attorney**; Katrina Gibson, **Finance Director**; Valerie Mundy, **Public Works Director**; Lieutenant Hernandez, **EPD**; Lieutenant Lampkin, **EPD**

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation through a moment of silence led by Mayor Gardner followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

Mayor Gardner Motions to **APPROVE** the meeting agenda with adjustments: moving workshop discussion of Resolution 2025-14 after Citizen Participation, adding discussion of Resolution 2025-30 to Consent Agenda; **Moved by** Vice Mayor Washington; **Second by** Councilwoman Randolph; **AYE: ALL, MOTION PASSES.**

PRESENTATIONS AND RECOGNITION:

Presentation of the 2026 37th Annual Zora Neale Hurston Festival of the Arts and Humanities – Mr. Daniels asked me to present an overview of the 37th Annual Zora Neale Hurston Festival. We have been working with the police to make some adjustments in the layout, but I appreciate the opportunity to talk with you about the season, because the Zora Neale Hurston Festival of the Arts and Humanities is known for much more than just the outdoor festival. I did give the council a copy of the adversary that came out in the Arts Weekly magazine which previews all of the art and cultural festivals happening in the season. Each festival over the years has been a good event, but sometimes there is a festival that really lifts up higher. What we have found in terms of the evaluations individually as well as from people outside the community—they really want to know more about Zora Neale Hurston and Eatonville. It is like we have to go back and reintroduce Eatonville as a historic town and Zora Neale Hurston to a new generation. That is what we are doing with this new festival. It means that, for example, the academic conference, some people nod their heads and say, “I will sleep.” We are actually going to do a mobile tour, starting in Maitland. We are going to be doing a lunch that is inspired by recipes of Zora Neale Hurston research. On Thursday, we will be having a panel from the library project with Dr. Finley. On Friday, our sessions will be at St. Lawrence Church. For the time, we will be extending from 6-8pm. On Saturday, we will be having an all-white party. On Sunday, we will be doing a line dance extravaganza. And then I wanted to talk about the Cotton Club event. On Saturday evening from 9pm

to 1am, we will be reimagining the Cotton Club. I am expecting that in the first week of November to come back and ask for the approval of the outdoor festival map. We have been given permission and have already reserved the historic Hungerford campus for part of our outdoor festival. **Questions:** Councilwoman Randolph – Will the festival be held on the Hungerford property or on the street this year? Nathiri – On most of the properties. The layout will be going back to the formal that we have had for decades. Councilwoman Randolph – Will there be an admission fee this year? Nathiri – All children will be free. On Saturday, it is \$20 for adults, and on Sunday the same fee. If you want to attend two days, it is \$30. If you want VIP, it will be \$10 extra. Mr. Daniels – The MOU will be brought back to council in November.

CITIZEN PARTICIPATION – (5)

Joyce Irby – First I would like to thank Councilman Daniels and former Mayor Cole for attending my aunt's funeral. To the council members, I understand the rage about the blind siding. When I saw the video, I thought it was a campaign video, but no it is about what we all knew about, which we did not, but it was nice. I understand it and respect your expression about it. We are being treated like one of us, except we have no power. If I had to choose and was forced to work with people, I would work with the two people who were chosen–Baker Barrios and Terry Prather–I think because Mrs. Thomas and I pinned him up at one point and said, “come work with us.” I had no idea how much Prather was involved until I got the news. I would like to thank Councilwoman Randolph for coming to some of the sessions for Envision Eatonville. At the first session, I talked with John Slamins and told him that we are not Hannibal Square. Everybody is always coming in and telling us what we have to be—we are historic. We are a living artifact—which was said by one of the Southern Poverty Law Center attorneys. I told Slamins that Eatonville must lose its hope. Eighteen months later he told me that his company listened to all the citizens that came out and I feel like they were listening. But my goal at the end of the day is to make sure that we still own at least half of that property [Hungerford]. I mentioned that to Mr. Prather that I would like him to think about this and come back with what percentage do you think we are going to own. (Angela Thomas yielded her time to Joyce Irby) I do not feel that the way we are currently instructed—we are capable of overseeing ourselves in this. But I think with some guidance it can still belong to us. I am going to keep pushing for us to win some of our places, and I am going to continue to talk to people who disagree with all of it, like John Beacham and Julian Johnson, because their voices need to be heard. I told John to come to the meeting Friday and he spoke appropriately. Everybody needs to be included. There are citizen stewards of our community, of which I consider myself and other people that I talk to, and I am going to try to hope and engage in this process. And, Mr. Daniels, I am excited about the order you are trying to do. Every week, Mrs. Johnson gets up here with numbers and says, “this does not equal this, can somebody answer my questions?” Nobody ever answers, so you are the lucky one, because you are a numbers user. Could we please have someone address her concerns? And Councilman Mack, if I did not know it before, you are representing the people. You hear us, and I think, take some deep breaths.

Michelle Ford – Good evening. Tonight, I just want to touch on a couple of things. The first is the remote work program. I read the information that was in the packet and I do not agree with the policy you are putting in. Since COVID happened, you have more people working remotely. I work remotely and do more work at home than I do in the office, because my office is right in my living room. I would like the council to come back with studies to show where you are getting your thought process from. Orange County has an amazing policy on remote work, but it starts with the supervisor and with the Mayor, so to have the Council come in and say, “we are going to limit it for 30 days,” I do not think that is the right thing to do. Start off with a policy. I brought you all the Orange County Government Remote Work Program for you tonight. So, you can look at this policy and see what you would like to add. One thing I would like to say—you see your budget. You do not pay the employees enough because you do not make enough revenue in this town. That is one incentive for someone to stay here. So, think about the decisions that you are making and how it will impact them. It produces a good work environment and production. I am so happy we are getting a full-time permit clerk because it has been hard trying to track down that position. I am praying that the person will stay, and

hopefully that person may want remote work from home. And maybe we could start keeping some people. But I think, ultimately, the policies and managing staff day-to-day go into the hands of Mr. Daniels. If he and the Mayor have a problem then I think they should bring it to the council to deal with it. But there needs to be a separation. My second concern was my disappointment at the last meeting. We have a President that is a white supremacist. They have them all over. Make America Great Again—we know it again is. But to have the council and the way Mr. Mack talked to Mayor Gardner—I am a Black woman, I was upset. That was disrespectful. There are things you say and things that you say in private. But the way we carried on, all they did was prove to people that we do not know how to govern.

Kelvan Franklin – First, I would like to start off by thanking those who attended our last event and those who did not. The Eatonville Chamber of Commerce is encouraging you to attend the next two events scheduled for this week. Please RSVP at “HistoricEatonvilleChamber.org.” We ask that you join our monthly coffee break event this Wednesday where you can network, relax, and recharge. This month’s facilitator is Rose Nance Joseph, Senior Program Manager of Community Development and Property Protection for the Neighborhood Services. Come out and hear about grants and other opportunities for Orange County neighborhoods. This month, we are meeting at the Denton Johnson Community Center from 8-10am. You are invited to a UnitedHealthcare Special Seasonal Event on Thursday, October 9th, from 11:30-1pm. Get your requests answered face-to-face, enjoy light refreshments and snacks. Find out if you are missing important health benefits. Volunteers and vendors are needed for the 4th Annual EEKonville Trunk-or-Treat. The Eatonville Police Department will be in attendance again this year. We are currently seeking experienced advisory board members. We ask that you contact the Chamber for all advisory boards: 2 year commitment, membership and partnership questions.

Angela Johnson – Ms. Irby wanted me to state that one thing she omitted to say was, the Eatonville police pension fund is underfunded by \$100,000. Can you take a look at that and probably look at your most recent actuarial reports? I wanted to quote Bruce Mount Jr., who stated it most appropriately the other night that he is cautiously optimistic about how we are going to move forward with the relationship between OCPS and Dr. Phillips Charities in the development of the Hungerford property. And I always say let us not forget that it is not just the boundary of the property that everyone sees and recognizes what the school said, but the additional 17 acres that are just north of Catalina Park. One of the things that was asked—and this is in no disrespect to Mrs. Ware—a question was asked of the CAO, what research has been done to determine the naming of the park because I do not know. I ask that you potentially table until you give the staff an opportunity to do the appropriate research before you move forward with your agenda item today. And again, that is no disrespect to Mrs. Ware, because I know that she is definitely a builder in our community. It was mentioned that part of the reasoning for the flash flooring on Wymore is due to the level of the pipe for HostDime, so my question to staff is that a problem that needs to be mitigated by HostDime or by whom? And if it is a problem that needs to be mitigated by HostDime, what is the timeframe for them to solve the problem? And when we now talk about moving forward with development on the Hungerford property, I would also beg of you to come together as a board and put together what our demands are as the elected body of this town. It was stated at the last meeting that the MOU is just the beginning. It is now your responsibility to come together and to talk with the residents to ensure that the town is protected. And when I say that, that it is protected from the standpoint that the development and the monies that come into that property, is not just centered there, but has some benefit to the town as a whole. I know that they are talking about an advisory board, so let us pull that out.

Stan Morris – My name is Stan Morris. I was born and raised in Orlando. When I found out about Eatonville, I was shocked. I thought Eatonville was equivalent to Washington Shores, in terms of its founding. And then when I did some research on Eatonville, this place represents Blacks in America, not just Blacks in Eatonville. There are about 48 million Blacks in America. With this body fighting such a huge entity, it is all about

economics. When Eatonville was founded, to recruit people to this area, they had a newspaper called the Eatonville Speaker. Their front page on January 22, 1989 [1889], in bold-face font, stated that Negroes solved the great race problem in Eatonville, Florida, by securing a home in the town which is a Negro city governed by Negroes. If you could use imagination, it is amazing how much resources we have as Black people. You all have done one heck of a great job in Eatonville. For me, being an outsider, I do not live here but it is awesome to see Blacks coming together. We have no more differences than other people. If everybody agreed, there would be a problem somewhere. I think everybody's main interest is to protect the town. I heard about the sale on television, but we keep saying the Hungerford property but it is the Eatonville property. What have we all decided to do with it? It is your property, but it represents us (Black Americans). I remember Eatonville when there were dirt roads and City Hall was across the street. We have to come together and quit letting people think we cannot work together.

APPROVAL CONSENT AGENDA: Mayor Gardner MOTIONS to APPROVE the Consent Agenda approving Town Council Meeting Minutes from the First Budget hearing, First Budget hearing continuation, Second Budget hearing; Mayor Gardner rescinds her motion to Approve the Consent Agenda.

Mayor Gardner resumes Workshop discussion on Resolution 2025-14 – Establishing a 30-day Work From Home Limit – Councilwoman Randolph – This has been the third time that this has been discussed. Ms. Michelle, thank you very much for bringing those numbers to my attention. I did primary research with federal and local governments on a work from home policy. It is up to the administration to create a policy. All we are saying is that we need to have a work from home policy. How the administration decides how they are going to do it, how many days, they come up with their own requirements—that is fine. We need a work from home policy. I know the county probably has a policy for a large number of employees. We only have a small group of employees working for the town. I would like to turn this to the administration. If they do not want to come up with a work from home policy, the only thing I can say is that, I weigh the liabilities and risks. As far as the town is concerned, because we do not have a policy, what do we govern based upon? It says 30 days, but it does not have to be 30 days. The days do not even have to be in the language. We just need a policy. As a council member and elected official on this board, I have the right to recommend that to the administration. I would like to have a copy from Ms. Michelle on the county's work from home policy. I believe the last time we discussed this; Mrs. Washington was going to look into this with ADP to see if they had any policies established that the town could use as a guide. Mayor Gardner – I think it was brought up two meetings ago. Mr. Daniels – It was talked about and I can tell you that what we are working on is not necessarily a remote policy, but it is called a hybrid policy. That will include some things that come from Orange County. We are looking at other municipalities as well. A hybrid policy does not mean that you are just working from home, it is working within the office as well. If you give us about 30 days, we will have that policy. Mayor Gardner – I have a question for Attorney Shepard. It is on the consent agenda, and a request in regard to the 30-day work from home, but it is administrative. Attorney Shepard – My understanding is, she is suggesting that we have to, or should have, a policy that understands that administratively, what that policy should be for the employees that you think should be allowed to work from home should be developed by you. Anything on consent can be added or moved by council members at any time. Mayor Gardner – When we adopted the agenda, I should have asked that it be removed then, but my mind was putting things on there instead of taking it off. I would like for 2025-14 to be removed from the consent agenda as a decision item. **Mayor Gardner MOTIONS to REMOVE Resolution 2025-14 from the Consent Agenda down to Council Decisions; moved by Councilwoman Randolph; second by Vice Mayor Washington; AYE: ALL, MOTION PASSES 5/0.**

Discussion/Comments: Vice Mayor Washington asks if the town has a policy in place. Mr. Daniels – Our personnel policy is outdated. Vice Mayor Washington – I do not understand why it is going to be moved if we do not have a policy. Councilwoman Randolph – They want to change the language. It can be on

administration to do, the only thing I am saying is that we need to have a policy. Vice Mayor and Councilman Mack agrees.

Mayor Gardner **MOTIONS to APPROVE the Consent Agenda:** Approving Council Minutes, Approval of the Full-Time Permit Clerk position, and Resolution 2025-30 Renaming Elizabeth Park; **moved** by Vice Mayor Washington, **second** by Councilman Mack. **AYE: ALL, MOTION PASSES 5/0.**

COUNCIL DECISIONS:

Approval of Resolution 2025-14 – Establishing a 30-day Work From Home Limit – Preamble is read. Attorney Shepard – I would like to make a suggestion on how to proceed. You got a resolution here, read it by title, which indicates what it is about. You can, go ahead and try to craft what you actually want on the flyer here in this meeting. You can also discuss things that you all would like to see for the Mayor's consideration to bring back policy that she explains about what she adopted in honor of the position she owns—being chief executive officer of the town. You can do either one. Both of those things, if we are going to craft a resolution, needs to, at minimum, have her support. It is ultimately going to be her policy. Councilwoman Randolph – I would suggest taking the 30-days out of it. That will be at the discretion of the Mayor in regard to length of time and the requirements for work from home. We need to table and bring the corrections back. Mr. Daniels – My suggestion to Council would be to for each of you to send me your recommendations. We can draft it together then we can send out one that we can work through so we do not have to keep going through this cycle. And we will also send you a draft of the hybrid, so maybe that may clear up some of the discussion. Councilman Mack – When we are bringing resolutions to the floor to be approved or what have you, make sure to have a discussion with the CAO before the meeting. That way we could be familiar with exactly what is going on and why we could make all the changes that need to be made within the grounds, versus sitting here and going off the cuff. I am in favor of it, Councilwoman Randolph, but if you know what you want, come with it, instead of sitting here going back and forth and then we are going to table the item and have a discussion with the CAO. *Mayor Gardner rescinds her motion, Vice Mayor Washington rescinds his first, Councilman Mack rescinds his second. (Council **did not** need to rescind because there was no motion on the floor)* Mayor Gardner **MOTIONS to TABLE** Resolution 2025-14 - Establishing a 30-day Work From Home Limit; **moved** by Vice Mayor Washington, **second** by Councilwoman Randolph. **AYE: ALL, MOTION PASSES 5/0.**

STAFF COMMENTS:

INTERIM CHIEF ADMINISTRATIVE OFFICER: Marlin Daniels – Just to let you know, we have been working on building maintenance. We know that we have some maintenance issues, so staff has been directed to compile a list of all maintenance issues in buildings, and we are going to come up with a comprehensive plan of how to address those issues. I am proposing to the Mayor and Council that on the next workshop we discuss the Hungerford property and the master plan. The objective is to have Baker Barrios, Dr. Phillips Charities, and Council, and whatever is the suggested master plan right now—we will be able to add on to it to start the conversation. The idea is not for us to be behind the ball, and then when something happens, we become reactive. I want to try to bring a proactive approach to being able to address any issues. So, if that is your desire, I will move forward with setting that up for the next workshop. You all will be getting a copy of the master plan. We want to have a larger display so we can present easily, not just the Hungerford property, but the whole totality of the master plan and the town being built. Ms. Mundy stated that there is a well issue, so that it will be done as an emergency PO. We cannot wait around on it, so as soon as we get all the documents, we are going to go ahead and get it fixed. We were notified by WastePro that there will be an increase because of Orange County Disposal. They have increased it by 12% across the board, and then along with the CPI increase which will be 3-5%. We will have to change the rate for residential garbage. More information will

be coming in the next council meeting. Residential will be increased 15-17% and commercial increased by 44%. We have been looking at numbers with staff and finance, so if we do not do this we are looking at \$9,000 to \$10,000 a month for the town, which we cannot afford to be in our budget. That would be roughly \$120,000 that the town would have to pay. Currently, we have changed some offices around. We are cleaning, getting offices painted and situated. We are trying to make office space more efficient. One suggestion is that we work on a front window in the lobby for permitting. FileBank will be scheduled to come back out to pick up records. At the end of this, we are going to get rid of the pod outside and if any records have passed their retention time, they will be disposed of. We have also been working with Public Works on streetscape and are developing a schedule to ensure that we are not missing out on our streets being cleaned. Public Works are coming up with a schedule and next week we will have a schedule of streets and drains being cleaned and a whole maintenance program. We will also come up with a plan to pressure wash all bricks on the main road and ensure trash is not on the ground. We are working on security. Phase 1 is going to include town hall, Denton Johnson, and the post office. We are going to replace some interior and exterior doors. We will also be upgrading the camera system and a new alarm system. There will also be card access to doors in the building. I am proud to tell you all that we are 90% complete on evaluations and the rest will be completed by next week. That will be followed by a merit policy. We are also reviewing job descriptions right now and they are projected to be done by November 11th for the Council to go through and review. We are reviewing the personnel manual, hybrid policy, and electronic permitting. Some major events coming up are National Night Out, Heritage Culture, Trunk-or-Treat. Next week, we will start rolling MLK so we are prepared. Our new process is 90-60-30: 90 days out we should be planning the event; 60 days out we should be fine-tuning; and the last 30 days is to execute. **Questions:** Councilwoman Randolph – You mentioned a workshop, who will this be with? Mr. Daniels – The workshop will be on the day that Council regularly meets (6:30pm). It will be with the Town Council, Baker Barrios, and Dr. Phillips Charities. We will have an opportunity to add to the master plan. Councilwoman Randolph – I think as a Council, we need to meet on our own without them until we review the plan so that we have an opinion as to what we want to see. The Council has already been at a disadvantage by not having a voice at the table. Also, in this process, I would like to make sure that the Historic Preservation Board is aware of this, and they should have a seat at the table. That is so important, as a historic town, that we include them. We need to tell them what we want. The Vice Mayor states that the meeting should have been set earlier. Mr. Daniels – If I am hearing the consensus correctly, you all would like to see a draft copy of the master that the Town prepared, and you would like to have the meeting between the Town Council and residents of Eatonville. Councilwoman Randolph – We have not yet approved the master plan and so we are missing a step. I want to make sure that we represent the Town of Eatonville. So, it should be based upon what we want, and what we evaluate as to what is important to us, not what is important to them. Mr. Daniels – We will prepare and give you all the draft, then the Town Council will give their input and their observation as to what they would like to see added to that, or on that property, and then we will bring in Baker Barrios and Dr. Phillips Charities at another time to incorporate what was determined by this board. Vice Mayor Washington – With the planner as well. Mr. Daniels - The planner will be involved and we will ensure that staff is here as support and resources. If you all, prior to that meeting, we start a document that will be shared amongst all of you regarding what your input will be, so then we can compile it, and be able to facilitate faster. Councilwoman Randolph – I think when we do this workshop or presentation, it should be the only focus. Mr. Daniels – I was thinking that you all first have the discussion and then we save public comments for the end. Councilwoman Randolph – Just for clarity, we are not trying to circumvent public participation.

ATTORNEY: Cliff Shepard – I do not have anything to report. I am just going to make a suggestion to Mr. Daniels that you might want to have the Town Planner involved, or someone who can speak confidently about planning. The reason I say this is because of my own inadequacies. A lot of the stuff I saw on the paper, I do not even know what I am looking at. **Comments:** Councilwoman Randolph – Mr. Daniels, it is important that we have a specialized land attorney and that is no disrespect to Mr. Shepard. Attorney Shepard – I do land use all the time. What I am referring to is the set of drawings which I need clarification to as to what I am looking

at. As opposed to reading text, I am able to understand. I am suggesting that someone who is a planner clarify the drawings.

TOWN COUNCIL REPORT/DISCUSSION ITEMS -

Councilman Tarus Mack – Thank you everyone for coming out and being engaged in town business. I am looking forward to all the different upcoming events. My condolences to anybody that has suffered a loss—my thoughts and prayers are with you all. Nothing makes me more satisfied and gratified to see someone have the ability to do the job as CAO but also be from this community. I am praying that he fills the position and moves from interim to CAO. Also, I know we had an opportunity to speak about the budget being amended for the Deputy Chief Officer. I definitely recommend that we do amend that while spreading the money amongst all the seasoned officers. To all the officers, I salute you guys for doing what you do on a daily basis. As far as the historic survey kickoff project presentation, I am looking forward to that. There are a lot of interesting things that I heard tonight concerning the community and how things are going to be mapped out and planned, even with the idea of having Dr. Phillips Charities being a part of it. I am not in a happy place, but at the end of the day, I am willing to work with anybody to satisfy the needs of this community and especially the citizens. Tonight, one of the residents addressed me and the way I spoke to Mayor Gardner in the special meeting. Last time I recalled, I did not say anything disrespectful to Mayor Gardner. Before I started my speech, for the record I told her that I had great respect for her. God says it is okay to be angry, mad or disappointed. I was all those things during the last meeting and I can tell you this right here: I work for you and I will protect the town at all costs. Although I am somewhat disappointed with some of the administrative things that have gone on, I must say that, overall, you guys do a great job. I have a great appreciation for what you do on a daily basis because I know how important your job is for you and the sake of the community. Also, with the opportunity we had to approve the recreation for Ms. Ware, I cannot speak enough on how gracefully she has shaped my life. I could not imagine anybody else having the opportunity to have their name on the park. Finally, I do not have any gripe with Dr. Phillips Charities, Baker Barrios, or OCPS. I am disappointed in the decision making process. We need to be diligent enough to move forward in working together with them, and I am because I am a leader in this community. I look forward to the success Eatonville is going to have moving forward. God bless.

Councilman Rodney Daniels – I wanted to start by thanking the Vice Mayor about the renaming of the recreation complex. Ms. Ware is well-deserved, just as Councilman Mack stated. I can remember all the summers with her and her program. But, Mrs. Johnson said something I would like to reiterate: what happens if you do the research and find out that it is documented, then what do we do? I think that we should have the verification first before we approve this. Also, I made it out to the school board meeting. After hearing the first session, I knew that their minds were made up on what they were going to do. They had a misconception of what we were saying when we stated that we were not at the table. I made a couple of suggestions and inserted my input. I also thought after that, Baker Barrios or whoever, should have come and brought some ideas on what can possibly make us thrive as far as bringing the tax base up, and what we can put on that land to increase it. We would have liked to be included in the MOU process. We do feel disrespect, but we are in anticipation of seeing what this administration can do to bring the ideas to us and to make our community thrive and get the Hungerford property up and running. It was refreshing to hear the comments from Mr. Stan Morris and hear his ideas, so thank you for that.

Councilwoman Wanda Randolph – Thank you everyone for coming out. I do have a couple of things I would like to go over. First of all, the meetings on the Hungerford property, I just want to make sure everyone has an understanding about some things that were questioned, and I sent 9 questions to Attorney Shepard and the CAO, Mr. Pressley. Councilwoman Randolph stated her questions which asked: How did the Mayor make an agreement with or without the council members? The answer was that no agreement had been made. The MOU is under consideration by OCPS, and the Mayor has expressed support for this direction, but no binding decision has been executed. Attorney Shepard responded to the question by stating that the town is not listed

as a party in the MOU. The second question was to Mr. Pressley: What was your role in representing the Mayor and town council members? Mr. Pressley answered that the Mayor represented herself in this matter. Once the draft MOU appeared to move forward, it was referred to Attorney Shepard for review. I did not represent the Council in this process. Mr. Shepard confirmed that he had no role in the preparation or negotiation of the MOU and that he was sent a draft and reviewed it over the weekend. I represent the town and not individual members or the Mayor. The third question to Mr. Pressley: What was your role in negotiating with the school board of Orange County? Mr. Pressley answered that he had no role in negotiating and that his involvement was limited to sharing potential pathways in early discussion. Attorney Shepard also stated that he had no involvement. The fourth question to Mr. Pressley: As CAO, do you think that we and our residents should have known about this ahead of time? Mr. Pressley stated that the matter only came to his attention last week and he was asked to keep it confidential until something was concrete to share. The stakeholders' meeting on Monday was the first opportunity to present the information before the public release. Attorney Shepard answered that as far as he knew, there had been no decision in either Orange County or Dr. Phillips, as the MOU is just a proposal between both parties, but no, I had no role in the proposal between OCPS and Dr. Phillips, assume that I will have some role with it moving forward, but that is up to the council and the Mayor. The fifth question: Were you a part of the decision and advice. Mr. Pressley stated that the MOU is still under consideration and Attorney Shepard replied that he was not included until yesterday. Sixth question: Were you aware that the Town Council had no knowledge. Mr. Pressley replied that he was aware; and Mr. Shepard responded that he would assume not, but he does not know for sure because he does not provide such notices. The seventh question: Is this the regular procedure for the Town Council to be notified? Mr. Pressley answered that in this case, confidentiality was requested until it became a viable proposal. It was not intended to bypass the Council, but to ensure accurate information as available before presentation. Attorney Shepard responded that as far as he was aware, the Mayor had made no decision other than she personally supported the general concepts contained in the MOU, but since the town is not a party to the MOU, it may not become a party. I am uncertain there will be a decision for the Council to make. If a town does become a party, then yes, the Council, not the Mayor alone, would need to make that decision. Question eight: Does our charter allow the Mayor to make decisions such as this without the council's decision? Mr. Pressley responded that no final decision will be made by the Mayor or Council because the property is owned by OCPS. Attorney Shepard replied that he does not know enough about the proposal that came about to offer an opinion, but I favor information being shared with all of the elected officials when possible. However, there could be circumstances of which I am unaware that influenced the decision on when the proposal would be made public. Last question: Do you think that the Council should have known? Mr. Pressley responded that ideally, yes. The Council would have been informed once the matter became concrete enough to warrant full review. In this case, confidentiality and timing prevented earlier communication. Councilwoman Randolph stated that she wanted everyone to be aware of the role that the attorney and CAO had about this matter. I know there has been a lot of dissatisfaction about how it was done, but the problem was that it is not so much all of this, but it was that we did not know. I want to make sure everyone also understands that the Mayor cannot execute a contract with the Town Council. This has to come before the body of Eatonville. Moving on, I have concerns about the timing of getting information. An event happened on October 3rd, and I got a notice from our media assistant an hour and a half before the event which to me is unacceptable. This is not the first time and it needs to be corrected and turned around. The other concern is that I requested information concerning the leave time of one of our administrative employees, to make sure that we receive the accuracy for our vacation time and the annual leave time that is due. I am referring to our CAO who is on leave right now. The calculations I sent in today are not right, because the calculations grant more leave than what was earned. So, that has to be corrected. I wanted to ask when the seasonal dates are for the pool and when will it close during the winter months? Mr. Daniels states that he will give Councilwoman the information tomorrow. Councilwoman Randolph – Do we have a policy for town-owned vehicles? Mr. Daniels – There is a new policy in effect, and half of our fleet has been tracked with GPS now. I signed that last week, and the other half we will hook up with GPS within the next week or two, so that we should help with insurance and being able to track the mileage. Mr. Daniels stated that he would get the

information about insurance to the Councilwoman. Councilwoman Randolph – Also, at the school board meeting, it was mentioned that I have only attended a couple of meetings. Councilwoman Randolph stated that she attended 7-8 master plan meetings. The councilwoman continues by announcing an upcoming trip on November 8th to Royal, Florida, a Black community that was founded in 1865. Councilwoman Randolph asked when the town would be solving the issue with the increase of water rates? Mr. Daniels – Two weeks ago, Ms. Gibson and I instructed staff to run a report for the 3-month time period, and begin all the data, and we have analyzed and can bring it back to Council for consideration.

Vice Mayor Theo Washington – Thank you everybody for coming out tonight. I do want to talk about the school board, but at this moment, I want to talk about emails that I have been getting about our officers in our town. They are false. I will be forwarding a case concerning the EPD to the CAO. Thank you to Mrs. Ware and her family. That was my block growing up. I thank Mrs. Ware for doing what she did with youth growing up in Eatonville, because I know she saved a lot of lives. We are going to do some research on the previous naming of the park and see if there are any ordinances or resolutions for that property. Also, one thing that I heard at the school board meeting was a comment made by their general counsel which stated we were working on a dollar-lease deal, but no one brought a presentation. Attorney Shepard – That statement is untrue. I sent the proposal and they did not respond. Vice Mayor – That is all I have tonight.

MAYOR’S REPORT - Mayor Angie Gardner – I have to say this on the behalf of Ms. Gragg, the executive assistant. She does a tremendous amount of work. She was helping cover permitting and on October 3rd, she had a lot going on. She has had a lot on her plate, so in her absence, I do want to say it definitely was not intentional, but she got to it when she could. I do have a statement about the law enforcement adjustment. If we are looking at \$67,000 and if the fund is \$100,000, we are off about \$33,000. Perhaps that is something the officers can decide: Do you want more money into your retirement or do you want more income? Maybe that is something that they can come back with.

ADJOURNMENT Mayor Gardner Motions for Adjournment of Meeting; **moved** by Councilwoman Randolph; **second** by Vice Mayor Washington; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 9:06pm.**

Respectfully Submitted by:

Veronica L King, Town Clerk

APPROVED

Angie Gardner, Mayor



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR COUNCIL MEETING
MEETING MINUTES

Tuesday, October 21, 2025, at 7:30 PM

Town Hall – 307 E. Kennedy Blvd.

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 7:37 p.m. and a quorum was established by Mrs. King.

PRESENT: (4), Councilman Tarus Mack, Councilwoman Wanda Randolph, Vice Mayor Theo Washington, Mayor Angie Gardner (**Absent:** Councilman Rodney Daniels)

STAFF: (6) Marlin Daniels, **Interim Chief Administrator Officer;** Veronica King, **Town Clerk;** Ryan Knight, **Town Attorney;** Katrina Gibson, **Finance Director;** Valerie Mundy, **Public Works Director;** Chief Stanley Murray, **EPD**

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation through a moment of silence led by Mayor Gardner followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

Mayor Gardner Motions to **APPROVE** the meeting agenda; **moved by** Councilwoman Randolph; **second by** Vice Mayor Washington; **AYE: ALL, MOTION PASSES.**

PRESENTATIONS AND RECOGNITION:

Presentation on the New Water Treatment Plan Design – Valerie Mundy introduces the proposed New Eatonville Water Treatment Plant Vision. Ms. Mundy – We started in 2022 with funding for a water treatment plant and it was not until we got the funding to augment the \$5.9 million dollars that we got from the Department of Commerce (the CDBG MIT grant) and additional funding from SRF, which allowed us to build the facility that we needed. The facility we are proposing is a water treatment plant and a million gallon ground storage tank to accommodate and build for the future. With the SRF funding we also hired CPH consultants to do the design of the water treatment plant and the ground storage tank. They developed their team and they augmented them with consultants who were architects familiar with the town. We also knew that we needed to have community engagement so we brought in NCPH to provide additional support. From a history standpoint, last year, many of us did a site visit to the Town of Oakland’s water plant which is downtown. The historic town was established in 1887 and their treatment plant downtown served as a prototype for us, because with the funding, we found out from our consultants that they were able to build a park in association with the water plant. When we visited, we saw the possibilities of what we could do with our water plant including enhancing the area around it. We are going to have CPH do the presentation tonight as well as Rose Brio who is the architect that has worked on Denton Johnson Center. They were charged to take a look at the entire campus along Ruffle Street. We had to make sure this was not random or haphazard, but instead a planned development that would grow with the work that is being done there, and it also had an

educational premise to the site. We are going to begin with Robbie Gonzalez who is the project manager with CPH. Robbie Gonzalez – As Ms. Valerie pointed out, I am with CPH Engineers and the project director for this project. What we are going to be showing you here today is going to be the vision for the Lake Bell park and water treatment plant. I will be turning it over to Ruffin Rhodes who will discuss the Denton Johnson vision. He had a workshop in October 2019 and at the time, they did not have a water treatment plant as part of that vision. Now he is going to be including it. Then we will turn it over to Ms. Victoria, who is the water treatment plant engineer at record. She will go over the site plan. After that Ket West who will go over the floor plan of the operations building. From there, we will transition back to the park concept, where Malcolm Jones is working with our landscape architect, Galen, who worked on the Town of Oakland's water treatment plant. He will be working on shielding the plants and landscaping that would go around the treatment plant, also providing an irrigation-type system that would also feed the future plant. Ruffin Rhodes – Good evening everyone. My name is Ruffin Rhodes. I am here to talk about the vision for Denton Johnson park, specifically how the water treatment plant facility will be an anchor on the site and create opportunities to further develop it. I have included this slide for those who are not familiar with Denton Johnson Park (Mr. Rhodes then showed an enlarged image of the site). The planned construction of the water treatment plant will occur south of the existing Boys and Girls Club. It will be a gateway on a western edge framing the entire park. What we want to do is make sure that we build any future developments that happen there, that we create a unified campus that seems seamless and matches everything in terms of architecture. One of the things we had to do was identify the assets. (Mr. Rhodes showed four areas of interests where opportunities occur with students and youth). There have been some discussions about possibly having a larger venue at the Denton Johnson Center at some point when funding occurs. In addition, the open area East of the water treatment plant is the perfect opportunity to build large community venues. These are just some things to keep in mind. One of the gems I really love about this park is the walk along the waterfront. People need to take advantage of that and it could be a great opportunity for education for students and kids to understand Florida's natural environment. Lastly, no park would be complete without a recreation area, so this is a perfect opportunity to add fitness and health, a playground, and maybe it can become a hub for potential railways and boardwalks. I have identified 4-5 methods for a unified park campus which we can discuss. First is the materiality of the potential development constructions that occur. We want to make sure that we are using similar materials so that they have a unified look, whether it is brick, masonry, stucco, or glazing. Second, the building scale: you do not want anything taller than 3 or 4 stories. The scale should match throughout the building, campus and park. Third, color and artwork are great ways to unify this campus, and so whether the buildings are painted a certain color or artwork that could be used to convey the theme or environment. Fourth, landscaping is an important part of unifying this potential park. Adding landscaping can help show how these buildings are all tied together and provide better wayfinding. Lastly, I would like to highlight the cultural and historical awareness that is ingrained in all the new developments that can occur. This town has a proud history, and so we should certainly celebrate that in every aspect of any potential development that occurs on this topic. Mr. Rhodes continues the presentation with various slides showing the preliminary visions for the development. Victoria Marochkovich of CPH consulting then proceeds to discuss the major elements of the water treatment plan. Ms. Marochkovich – The plan of the overall site will be designed to create rain outfall away from the major components. The site will be raised approximately 3 feet high, and the water will be directed to two stormwater ponds. We designed the site to maintain the setbacks from the wells and wetland. The wetland line is closer to Lake Bell so all of our facilities are outside the 25-foot setback. The town has existing wells on site but we plan to update them to increase the capacity for the system. The next main component is the tank. It will be a 1 million gallon storage tank. The tank is sized to provide 3-day storage, to support portable water demand during any emergency events, and bad weather conditions. The distribution pumps will be located in the operations building. We will also have a power supply that will be coming to site, from West Avenue, so we will go along Duke Energy's existing easement. We will put a new generator to support the main components and provide uninterrupted portable water service during an emergency. Also, I would like to note that ponds will be sized to comply with the new regulations that are coming into effect in December, to remove nutrients

from stormwater. The water plant is vital infrastructure and will be secured within the fence. There will also be cameras facing the facility. Overall, the new water treatment plant will replace aging facilities and provide resilience to the town's portable water.

Ket West – Hello everyone. My name is Ket West and I am the principal architect with CPH, and I will be the architect of record for the building. The design of this particular building will have some resiliency to the structure itself because of the essential use of the building. The building is divided into three parts: the northern portion will include managerial space and will also include a rec room and multi-use meeting space, a water-testing lab and restrooms. The middle portion will be a high-service pump room. We have identified that there will be 3 pumps with an additional pump for the future. The southern portion of the building will include heavy electric requirements for equipment required for pumps. In addition, there is a secure IT space and storage space for chemicals such as a chlorine storage tank. We are going to make sure the aesthetics of the building are taken into consideration throughout the development.

Malcolm Jones – Good evening. My name is Malcolm Jones and I am in charge of the community engagement portion of this project. We have been working in collaboration with Candace Finley of Esteemed Learning and Mr. Eric Whiteside. With community engagement, it is a call to action for the town to come and have a voice and sit at the table. As you can see, there are a lot of changes coming to the park in a short order. There are some things in the grants that are directly covered programming wise, but there are a lot of opportunities for you guys to put your ideas on paper. We want to look at things like environmental-centric programming, education-centric programming and activities or murals (a call for artists). With that being said, at the stakeholders meeting on October 27th, there will be a community engagement opportunity.

Ms. Mundy – Thank you all for listening to the presentation. We were fortunate not just to have the CDBG MIT funding and the SRF funding, but also the funding we received for Hurricane Ian from Orange County. The County asked us to put some funding into Lake Bell to make sure there were stormwater aspects and also wanted us to look at the trail and upgrade pavilions. We are going to use a small portion of that funding to add this part. I think we will be able to find many more grant opportunities. This is just the beginning of a number of opportunities that we are taking advantage of. We are in the 30% phase of the project. Once we move from 30%, then, a lot of the work will be expedited so that we can complete this work in the next three months.

Questions/comments: Councilwoman Randolph – There was mention of community engagement, when is that going to start? Ms. Mundy – It will begin at the stakeholders meeting on October 27th. I believe it will be at Town Hall but I will have to confirm. The meeting will begin the discussion on what the park will look like. We have also begun looking at potential artwork on the water tank which requires community engagement.

Councilwoman Randolph – I was also concerned about green space. There is not a lot of property there from what I recall and my experience at the Denton Johnson Center. Council members respond to Randolph's concern and state that there will be enough green space.

Ms. Mundy – A lot of the area that is around Lake Bell is not wetlands. Much of the area is invasive species that can be cleared. The CPH has identified the actual wetland sign, and we are hoping to utilize as much and clear some of that space so we can actually see the lake.

Robbie Gonzalez – To add onto that, the property right now is graded as residential R2, so that it will be 40% impervious, so you will have 60% available land in the park area. That includes the expansion of Denton Johnson which Mr. Ruffin is exploring.

Ms. Mundy – And Malcolm (Jones) just confirmed that it is 11.2 acres.

Councilwoman Randolph – Are there any plans to accommodate for more parking? Ms. Mundy – That needs to be discussed as part of the planning process.

Mayor Gardner – First of all, I love the collaboration. The second thing is in regard to the security of the building.

Ruffin Rhodes – The building itself will be designed for hurricane resistance, just due to the essential nature of the building. There will be additional security and we will discuss key fobs and fencing of the site.

Mayor Gardner – My final comment is not a question, but I want to make sure that credit is given. This grant began as a CRA initiative so thank you to the CRA.

Ms. Mundy – And the beauty of using an experienced consultant is that they were telling us they were able to use their prototype of another water plant where they had an EOC (Emergency Operations Center), so what we tried to do is pack in as much as we could with this grant to facilitate our needs. So, we will have an EOC, it will be rated for EOC with showers, a conference room, and so I think Chief Murray would like to see that we claim EOC in the town.

Candace Finley (via Zoom) – I just wanted

to say, on behalf of Esteemed Learning, thank you for allowing me to be a part of this as a community resident and advocate. Let us get to work. Councilman Mack – Thank you to Ms. Mundy for everything that you bring to the table for this community as well as everyone else for your collaboration. I know we have not always involved organizations within our town to be part of something so I am grateful. I am glad we are able to put this grant money to work, and in terms of your presentation tonight, I am super excited. Ms. Mundy – In closing, with the abandoning of the downtown water plant, it will give us future opportunities for development on that site. Mr. Daniels (to Ms. Mundy) – Could you talk about the educational component that is going to be encompassed into this area as well? Ms. Mundy – Yes, and I would like Candace to mention some of the STEM and STEAM type of elements, or even Eric. Candace Finley (via Zoom) – Yes, this is one of the reasons why we want to do community engagement because one, we want to do a little bit of backwards design and see what the community interests are. We already have some kind of idea based on what kind of programming and events we have had but now incorporating funding like the playground grant. I know that we need some support in playgrounds. For example, there could be a “Design a Playground” challenge where our youth work with the engineers and go through the process. We also have aspects of interactive historical components that will be throughout the park. We also have other food programs such as a community garden, looking at hydroponics, solar farming, and orange grove restoration. And that is all, in return providing programming for the community, but also skills that we need in as far as growing and gardening, as well as generating revenue for the town. Eric Whiteside – I am excited to be part of everything. It is all about synergy and connecting with the young to the present and leaving something for the kids. We are looking at creating a trail, jobs, and training to connect youth and elders so that they can communicate and work together. I think that Eatonville can show the world. And that is why part of the objective is educating—keeping people prideful of what they know, and what they do not know, as well as the future to come. Councilwoman Randolph – What is the future capacity for the new water treatment plant in the next 10 to 20 years from now. Robbie Gonzalez – We have taken that into consideration. Currently, your wells are only doing about 600 gallons a minute. And right now, one of the wells is down. We have a hydrogeologist that is going to work with the well driller. We want to see how much additional capacity we could get and if possible, 900 gallons. If we can increase that capacity on wells, then you do not have to spend \$1.5 million on a new well. So, we are all right with the wells and took into account even developing the Hungerford property when we did the master plan. The other aspect was the ground storage tank. It is going to have 3 days of storage in case of emergencies. If your wells were to go down, you would have three days of water capacity. When it comes to the chemicals, right now we know the chlorine at the existing plant is undersized. They are actually replacing the chlorine every week. It should be every two weeks, so it is going to be twice the size of our chlorine tanks, and it is going to be a safer area. If you have seen the chlorine area on the existing facility right now, it is kind of off-gases, and so we are going to have a ventilated space so that it is safe for the operators. Also, the actual building we segregated everything. We have the pumps in the middle and the high-value items south of the pumps. There will be access security as well. There is also a vision for a fourth high-service pump, so that you could have additional storage. We are planning to run a 16-inch water line which will get you 3,000 gallons of water a minute. We are trying to master a plan to take you into the future. Ms. Mundy – What about the population? Robbie Gonzalez – we are doubling the population. One thing I forgot to point out earlier is we also have Mo working on the project. She is one of the program managers for the DPSRF. We also have Fred Fox, who is the DMIT. Councilman Mack – I know that we were looking to add on to the Denton Johnson Center and expand, where are we with that (in terms of grant money)? Ms. Mundy – We have met some new people in the last several months that may be able to assist us in getting funding. FEMA, who assisted us initially with the resiliency grant, have been meeting with us to find funding for a resilience hub. That hub will give us the opportunity to expand Denton Johnson and also provide a facility that would provide backup power or shelter in a storm. We are looking at different angles. The concepts that Ruffin came up with, to put up a second story or create a larger facility, and possibly a parking garage—those are things that we need to brainstorm and see what we can do to get funding for that. Vice Mayor Washington asks Ms. Mundy about plans for recreation. Ms. Mundy – Our committee is working with the recreation department for programming.

Vice Mayor Washington – I just wanted to make sure recreation programs are included. Also, what made you choose this location because I remember you showing three options. Ms. Mundy – Initially, we did have three options. We did not want to bring that detail to this meeting and confuse anyone, but we are looking at three options. (To Ket West) What were the options? Ket West – We had taken multiple options and narrowed it down to three options. With the latest plan, it was a conglomeration of the things Ms. Valerie told us it needed to be incorporated. We believe this plan is in the best interest of the project and is cost-effective. Ms. Mundy – Our project manager, Mo, is ensuring that we are coming up with cost-effective options because she is managing the grant funds. Mr. Daniels states that the purpose for tonight's meeting was informational.

CITIZEN PARTICIPATION – (2)

Zari St. Jean – I am a child of Eatonville, but I am unable to be a resident of the town which is a concern for me. Councilman Tarus Mack spoke of when he was a little boy, what it felt like to see some of the land of Eatonville go missing. I am sure you know the feeling that I felt. And understand, say, and want to say in a public forum, when you spoke about what the town has done to move forward? I wanted to finish my statement by thanking you all and answering you all to say that you have invested into the youth of this community. You have poured into us, guided us, and instilled confidence in us which allows me to stand here and tell you that I have been out in the world, and I have had Eatonville in my heart and on my back. I have gone to FAMU to get my bachelor's and I am currently at Rollins College receiving my MBA. I just recently won a presidential award from Rollins and got back from a trip to Africa. I have seen what a township in South Africa looks like. I have seen what the scars of apartheid and racism have done to a place. It gives me that same feeling that you feel—being scared, anxious and restless. Although I am only 31 and feel as though I have accomplished a lot, I still do not have enough to be able to come home. I am here to say and ask, what do I need to be able to come home? What do I need to do to prove to you that the investment that you have made into the children of Eatonville, who hope to have a future in this town, who are raised to come back, what can I do?

Angela Johnson – I would like to commend Ms. Mundy and the team for bringing forth your presentation tonight. I love the question that Councilwoman Randolph asked about the capacity and taking into account future development. My question is, what is the timeline for the project? Also, am I hearing from the Vice Mayor that you are asking that they present something to you for approval, and if that is your request, is that a requirement? Because, again, we do not want it to come before you for it to be stalled for something that we know we need. They are standing before you now, giving you a project, so if there can be clarification up front now to avoid any tabling of actions. I am always going to stand before you and say that there is not a lot of residential representation at stakeholders' meetings, they are poorly attended. For you to stand up here tonight and say that there is going to be a meeting on a project that the majority of your residents will not even understand what you are talking about, it was a disservice. So, I will appeal to you to either have something that is third-grade level, that can get out. Most people are not on social media. The only time we come out is when there is something of a controversy. This is not something of controversy. This is something that the town needs so I appeal to you.

APPROVAL CONSENT AGENDA: Mayor Gardner MOTIONS to APPROVE the Consent Agenda with correction of September 16, 2025, Council Meeting Minutes date; moved by Councilwoman Randolph, second by Councilman Mack. AYE: ALL, MOTION PASSES.

STAFF COMMENTS:

Before Staff Comments, Mr. Daniels yielded the floor to Valerie Mundy to answer a question from Ms. Johnson regarding the project's timeline. Ms. Mundy – We do have a target date because we have the CDBG funding, which was acquired in 2022, and they are interested in us expediting this. The planned deadline for the completion of engineering plans is the end of December/early January. We will be putting those out to bid sometime in January. We will also bring the construction contract to the town sometime in late January/early February. As for Ms. Johnson's concerns of community engagement, there are going to be multiple community engagement meetings. We expect there to be 3 or 4. The stakeholders meeting on Monday will be the first of several. We will be looking into the different options and see what our team can do, and to be able to accommodate.

INTERIM CHIEF ADMINISTRATIVE OFFICER: Marlin Daniels – I know about three meetings ago we talked about the importance of code enforcement. I wanted to thank Chief Murray and Attorney Hawley. We had an in-depth conversation about a week and a half ago. We know that there are two properties, both with thousands of dollars in liens. We have come up with a concept that we will be bringing back to Council since it has been at the forefront to handle code enforcement issues. It has been outlined that we can go through a process of foreclosure that falls upon Florida Statute 162.09, Section 3. We just have to verify the property and after a 3-month period, we can move the case before the Code Enforcement Board. After that, if the board authorizes, then the matter can be presented to the Town Council for foreclosure. We know that there are a couple of properties that need to be condemned, and this is the most effective way of easily being able to take care of that nuisance in the town and move it forward. We will be more than willing to listen to you all, but we are on those properties that you have stated. Public Works have been doing an awesome job. They recently completed hydrant flow testing that was submitted to the Orange County Fire Department. In Catalina Park, we are working on a stormwater and park improvement scope of work. It has been submitted to the county and hopefully, within the next 2 weeks, we should begin an agreement on that. Councilman Mack, you asked for the sidewalks to be dealt with. We are in the process now and Ms. Mundy has informed me that we will be moving forward. CPH just updated us that Well one is in the process of getting fixed. In Lake King in Catalina Park, we have drained it to help the flooding issue. In response to recreation, the security system at the Denton Johnson Center has been improved with a new alarm system and cameras (indoor and outdoor). During budget workshops, there were some statements asking why insurance is so high. We can report back that we added these features on, so hopefully that could help our insurance costs. We will be working with recreation on getting quotes on painting and flooring, to make the place more presentable. Our finance department is working on audit information. Ms. Gibson has meetings starting tomorrow. Our goal is for the audit to be done by the beginning of March and budgeting to begin at the end of March. Also, the finance department is finalizing budgets. We will be doing a comparison in the next couple of weeks and analyzing our last 3 years of financials for the Town of Eatonville. We are going to work internally, and then we may be looking at bringing other people in to help us look at cash flows and different aspects. We are also working in conjunction with the CRA on streetscape. Vice Mayor, you mentioned some of the signs in the historic areas, we will be working with the CRA to get those done. **(Mr. Daniels yields to Chief Murray to talk about National Night Out)** Chief Murray – I would like to start off by thanking the town for allowing me to be your Chief. This Thursday will be my two-year anniversary of being sworn in. I was a graduate of the Florida Department of Law Enforcement, and being the Chief of the Eatonville Police Department, I was selected as a class speaker at a seminar. So, once again, EPD is being seen. I am excited to say that we just finished an FDLE technical audit, which we passed with flying colors this year. We are in the midst of an evidence audit and the second phase will be beginning in November. Hopefully, that will be done before the end of the year. Then we will move into our records audit, which will bring everything up to speed to technology in the 21st century. We have updated our building with all of our safety features. National Night Out was exciting. Not only was it just an event for you all to come out and fellowship, but every vendor was an information or a resource. It was a great opportunity

and I hope next year it will be even better. I cannot thank you all enough for those who came out. (**Mr. Daniels resumes his report**) Mr. Daniels – I talked to Ms. Mundy and the directors about working on an electric sign-in process for the lobby. Moving forward, electric sign-ins will be utilized to meet with different departments. We are working on an electric payment kiosk for the lobby as well. I am looking to alleviate some work from Mrs. King by implementing a system (iPad or Kiosk with QR code) to document public comment forms in our public records. We are trying to eliminate some tasks so that workers are more efficient. Lastly, Mayor and Council, tonight you will get a draft copy of Establish a Local Business Preference in Acquisition of Goods and Services. It is an ordinance we are trying to put out there. I wanted to give it to you for your reading preference, and then we will bring it back to be able to discuss. I would love to have your feedback ahead of time, so we can help facilitate this process earlier. Key events coming up are the Halloween event at Hungerford Elementary and November 11th, we will have a veteran program at the cemetery with Councilman Daniels; on November 24th, we will have the annual Thanksgiving event with Councilwoman Randolph and other community partners; November 26th we have Thanksgiving feeding with Cooking with Kim's; and December 18th, the Recreation Department will be hosting Christmas on the Boulevard.

ATTORNEY: Ryan Knight – There are no new lawsuits against the town. Just to touch briefly on the code enforcement, there are strict statutory requirements regarding notice and stuff like that. The number one goal of code enforcement is to get the property into compliance, but eventually, you get to a point where if that property is not in compliance, then you do have to go a step further, and that would be foreclosure. If we do get to that point, then we will certainly make sure all the notice requirements have been met in the statute and get those going for you when the time comes. Last month there was a case regarding open carry in Florida—McDaniels v. Florida. Our office is putting together a memorandum that we will distribute to the Chief and our other municipalities regarding how to handle that and address it in a public setting.

TOWN CLERK: Veronica King – In reference to code enforcement, I would like to say something for you all to consider. We have been having some challenges with our code enforcement, sometimes we do not have a full quorum for meetings. We just had another resignation, so I would like for us to think about people who may be interested in serving on the Code Enforcement Board, and maybe even consider going into a magistrate. In addition, I will be out of office all next week on vacation, but the records coordinator will be overseeing the Clerk's Office, so if you have any needs, reach out to her. We are campaigning for the 2026 election. Packet number one is available on the website, if you have any questions, please contact the Clerk's Office.

TOWN COUNCIL REPORT/DISCUSSION ITEMS -

Councilman Tarus Mack – Thank you everybody for coming out and being engaged in town business. We have had a big loss in this community if anyone is aware who Eric Morgan is. He is the epitome of someone that showed tremendous leadership, and someone that I looked up to my entire life. My condolences to his family and friends and anyone else who knew him. Also, Mayor, I know we have proceeded to move forward with doing the VIN process, for the Police Community Center that will be located in the Catalina neighborhood. I would like to recommend that it come before the board before any construction begins. I know we are at a deadline (January 2026). I sent emails out and one to the CAO, in reference to my complaint about the bidding process. Also, we have to make sure that we are associating the CRA with the planning department in terms of the master plan. I know we are close to completion with HostDime. I just want to get an idea of when it will be finished. I know we have the fees that are accumulating. Councilwoman Randolph, I know you had spoken about amending the Deputy Chief position which I am in favor of. Regarding the water rates, I know we have spoken about this and shied away from it, but it is something that we cannot ignore. I have heard a lot of citizens that had complaints about not getting the proper payment or credit that is deserving of them to get. Maybe we can have a sit-down discussion on that. I want to make sure that we are still in conversation. Thank you for the presentation tonight. During public comments, Zari St. Jean asked, "what does it take to come back to this community?" What it takes is exactly what you said. I got a great appreciation for you having a great

appreciation for me, and everybody else who sits up here. I know it looks easy, but we have a lot of tough decisions to make up here. I am flattered by everything that you have accomplished especially coming from this town—the oldest Black municipality in America—and there is so much history within Eatonville. Everything that you spoke of resonated with me, because I had an opportunity to go to college and come back to do beneficial things for the community. Also, I had a great time at the National Night Out with the Chief—I have a great appreciation for you and your staff and you guys are doing a great job.

Councilwoman Wanda Randolph – Good evening everyone; what a great job on the water treatment plant. I want to thank all of the contractors and everyone involved on the project. Thank you, Ms. Mundy, for your leadership. The last two weeks I have been in historic preservation training. I would say it was valuable and very educational in learning about historic preservation and how it applies to our town. It covered all the basics about community, how to improve our community, and things that we should be aware of. Councilman Mack, you mentioned about the funds for a Deputy Chief position—after investigating, those funds have been sitting for 9 to 10 years. **Chief Murray** – That is not exact. Last year, we found that a lot of our guys, because they were working so many hours, had more vacation time and they were about to lose it. **Councilwoman Randolph** – I understand and it does not matter if it is true or not, but I know it is true that we have had that position and allocated those funds to the other officers. I believe our last conversation that we had, those funds had been sitting there (\$80,000). We had talked about in the last meeting to distribute those funds so that we could bring some officers up to par. **Chief Murray** – I am not in disagreement—I actually applaud it. It is a great idea and I do not mind the sacrifice. I just want everyone to understand that it was not that we were not making the attempt to. At the time, I thought it was more important for them to get their vacation. **Councilwoman Randolph** – Just three years ago, when I came on the Council, we still had officers making \$30,000. We still have a few at that range, correct? **Chief Murray** – We were currently \$44,000 until this recent budget moved up the number, but I do not know if you know or not, but the insurance is high. **Councilwoman Randolph** – I will be turning over this situation to the administration to look into so that we can move forward. Also, this has nothing to do with anything agreed to with the town, but there is a local network called Strictly Business. We have a lot of businesses here, but we do not know what they do. Mr. Manny, who is the operations manager for the HostDime facility, on October 27th we will be touring the facility, which he agreed to do in April 2025. I want to open this up to the network business—we have about 40 Eatonville businesses or individuals who have already signed up. If you would like to come, you are more than welcome. It will start at 8:30am on October 27th and will last about an hour. **Councilman Mack** – What is the completion date? **Councilwoman Randolph** – I do not have that information. Moving on, a lot of the time, residents and the public think that we should be at meetings outside the town. The meetings that we are required to be at are meetings from the town Clerk's Office that will constitute a quorum. If I do not attend a meeting at the church or community center, I am not really required to be there. I go because I feel like it is the right thing for me to do and also to have community engagement. Some of the council members have jobs. I am the only retired one, but this is a job for me. I have other obligations. When people are trying to keep track of elected officials' event attendance, we are not required to be there. The issues will come before the Council anyway. Also, Mrs. King, I do agree that a magistrate will be better for the town. I also would like to say that I am a cancer survivor and I want to thank you all for surviving cancer survivors. Please get involved in your town, learn about the issues, and you too can do your homework.

Vice Mayor Theo Washington – I support all council endeavors—the ones that survive, and the ones that make it. Thank you everybody for coming out tonight. Thank you for the presentation. There are a lot of things going on in Eatonville on weekends. This weekend there will be a Caribbean themed event at Town Hall. I support all the events, but I want to make sure that we are doing them right.

MAYOR'S REPORT - Mayor Angie Gardner – First, condolences to the families. There have been several losses in the community, so my condolences to all. Second, the town does have \$4.1 million for affordable housing. Nothing can be given; however, Help CDC is there and they can sit down with you to know which steps you can take in order to attain housing. On the town side, as Mayor, one of the things that was done was

getting the funding for affordable housing. If you get that started by the time buildings are built, then perhaps you will be able to talk. That is actionable. The third thing is that I am excited about the future of this town. I am so appreciative of everyone here. Fourth thing, congratulations Chief. We will be having a stakeholder meeting on October 27th and they have been going on for a while. If we want to ever start doing anything different, we have to retrain our people. If I tell my neighbor controversial stuff and say, “be there,” then I can tell my neighbor “hey, you need to be there because you are a part of this community.” The stakeholders meeting is important, but we can also utilize other avenues, but we have to retrain how we have done things in this town. The final thing I would like to say is that I will not be running for re-election as Mayor. I have loved it, but we lack representation at the next level. Some of the things that we have had issues with, or difficulties within the town that could have been made easier, I do not feel that we have that representation. We now have 8 districts. We are no longer in District 2; we are in District 7. And with that district, there is an opportunity for, not just the citizens of the Town of Eatonville, but other voices out there that are not heard. And if I have the opportunity to do this work for more people, then I will do this work. Because even with faults, I think I have done a good job with administration and staff. I have filed my intent to run with the county. I will not be running for Mayor and I do not need to submit a resignation because the qualification for a county seat is not until June, and that is after March.

ADJOURNMENT Mayor Gardner Motions for Adjournment of Meeting; **moved** by Councilman Mack; **second** by Councilwoman Randolph; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 9:02pm.**

Respectfully Submitted by:

APPROVED

Veronica L King, Town Clerk

Angie Gardner, Mayor



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR COUNCIL MEETING
MEETING MINUTES

Tuesday, November 4, 2025, at 7:30 PM

Town Hall – 307 E. Kennedy Blvd.

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:

Vice Mayor Washington called the meeting to order at 7:34 p.m. and a quorum was established by Mrs. King.
PRESENT: (4) Vice Mayor Theo Washington, Councilman Tarus Mack, Councilwoman Wanda Randolph, Councilman Rodney Daniels (**Absent:** Mayor Angie Gardner)

STAFF: (6) Marlin Daniels, **Interim Chief Administrator Officer;** Veronica King, **Town Clerk;** Clifford Shepard, **Town Attorney;** Katrina Gibson, **Finance Director;** Valerie Mundy, **Public Works Director;** Chief Stanley Murray, **EPD**

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation through a moment of silence led by Vice Mayor Washington followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

Vice Mayor Washington Motions to **APPROVE** the meeting agenda with amendments; **moved by** Councilman Daniels; **second by** Councilman Mack; **AYE: ALL, MOTION PASSES. Amendments:** Pulling meeting minutes for additional review time (will bring back to the next meeting) and adding discussion of the Ordinance 2025-6 Local Business Preference Program after citizen participation.

CITIZEN PARTICIPATION: (2)

Joyce Irby – Thanks to Council Members, it takes a lot of time to research to know what you are talking about, and thanks for taking the time to come and do what you do on a regular schedule; wanted to compliment the Mayor (Mayor not present); thanked Mr. Daniels for bringing professionalism, a need for accountability, corporate experience, and answers to questions, hope he sticks around for a long time; offered thanks staff who does their job and who is often not acknowledged.

Kelvan Franklin – (133 Thompson Avenue, Maitland) The Eatonville Chamber and Welcome Center in partnership with the Community Nook extends a sincere thank you to the Eatonville community, the EEKonville Trunk-or-Treat has grown and consisted old and new residents including community partners, provided candy, treats, games, and smiles for the trunk or treaters of all ages; do not forget about the Annual Friendship Around the World, bring a dish that made you smile as a kid, having the 5th Annual Friendsgiving Day Gathering, again bring a meal that made your smile, the date and time is November 27th, 2025, 1 p.m. to 3 p.m.; to (Marlin Daniels) your mom would be proud, you are doing an outstanding job.

COUNCIL DISCUSSION: Ordinance 2025-6 Local Business Preference Program: (Moved from Council Workshop due to time) (Mundy) talked about the proposal of establishing a local business preference ordinance, it would be in the best interest of the town's residents, businesses, commerce, and economic development of the town in light of the infrastructure dollars that are coming in, there is almost \$50 million already in our possession and have additional funds that are applied for, it is an important right now to have a local preference program to make sure that our local businesses are included and not overlooked by contractors that come in to do large projects, the proposed ordinance presented before council will have to go through two readings, will allow for local businesses who do work or have their addresses in the town to apply for a business tax receipt and they can become certified as a local business, having this designation, the elimination of the DEI programs is what prompted this; there are many local businesses that have come forth during the Mayor's Business Development Training Academy, had 50 participants in the program, the next is to put something on the books to make sure our small businesses and local businesses take advantage of this, it will also contribute to the town's revenue for business tax receipts, the definition of the ordinance indicates that the vendor must have a business tax receipt, be certified 6 months prior to bid opening day, have two active bids right now (water treatment plant project), expecting it to be about \$14 million in funding, want to make a way to get this program up and running, people certified, so that they are able to bid on the many trades coming for the water treatment plant; need to consider do we want (certified local businesses) to be brick and mortar, have an incubator business, or will having post office box be sufficient, there are people who are outside of Eatonville who can also participate, want to build up revenue through business tax receipt, have vacant offices, have a strip mall next door with a high vacancy rate, want to get businesses in the town to participate. (Attorney Shepard) – because of the elimination of DEI programs, this is a good way to sort of bridge that gap, many of your local businesses would also qualify, under the other standard, and yet this will capture many of them in the same manner and give them the opportunity with some preference, consideration, to get jobs, this is a good program. Does not mean there may not be things council may want to tweak, fix to your liking. (Mr. Daniels) – expressed the opportunity for council to discuss, give input, insight, and tweak this document and possibly bring back for the meeting December for first reading. (Councilwoman Randolph) would this be inclusive of a business tax receipt for Orange County, (legal in response: wherever they do business typically requires having a business tax receipt because of jurisdictions.), request for verification as to if you are required or not required to have an Orange County business tax receipt or only an Eatonville business tax receipt; inquired about posting positions on the website, so that potential contractors can sign up, and who will be the person to make the selection. (Ms. Mundy), in response, we will go the normal procurement process, GCI who is represented here, will work with us to guide us in that procurement process, it is a typical bid, the general contractor will benefit, they will get points, get an advantage in their bid by utilizing local businesses that are certified.), needs to be done with fairness and done the right way that the same contractors are not getting the bids, (Mr. Daniels) in response: when it comes down to procurement and bidding, there is no set team of people, depending on what it is, it is different people that will grade/score individually, it is an open process/forum and everything is recorded, anyone can come watch the bidding process, will go with the best candidate), (Mundy) it would be 100% construction low bidding, as long as they meet the requirements, if you have the same contractor that is skilled enough to get the low bid, they may be continuously be at the table unless we determine they have too much work. (Attorney Shepard) the expression RFQ is governed by rules that require that the proposers do not put in a price, and that the reviewing committees review them (proposals) before they come before the council, it is based on qualifications, an RFP is requested proposals to do a certain scope of work and the price considered largely, not required to take the lowest bid. Councilwoman Randolph inquired about post office boxes not being used for establishing an address unless it is mail-in address, must have a physical address, (Legal) will be determined by how the council feels comfortable defining the term local, some may operate out of a location, but work all over the place, the council will decide what will constitute local. (Vice Mayor Washington) suggested allowing post office box, they could bring revenue to the town, giving a business tax license bringing money to the town; how many signed up after the class, can also go by their taxes, when they file their taxes what address are they using on their taxes, that is the address we

use, indicating that they a legit business, what did they file with the Department of Revenue; do not get revenue from the post office boxes. (Attorney Shepard) recommends canvassing a number of the ordinances to see how they define “local” and pick what suits you (the board), Marlin d

APPROVAL CONSENT AGENDA: No Action taken; Meeting Minutes for October 7, 2025, and October 21, 2025, were pulled from the consent agenda. (Mr. Daniels) suggested to council to review in the next week or so, set up time with Attorney Shepard and give feedback, Attorney Shepard can redline it (the ordinance) and bring it back, will make this whole process a lot easier. (Councilman Mack) it is best to let the staff brainstorm and bring back to the board for tweeting, staff will bring back options for council to consider.

COUNCIL DECISIONS: : None

REPORTS:

ATTORNEY REPORT: Clifford Shepard – No Report

INTERIM CHIEF ADMINISTRATIVE OFFICER REPORT: Marlin Daniels – Evaluations are complete, the only exception is the directors and the town clerk, for the town clerk, feedback from council is needed, will send a form for council to rate the clerk, the average will be used for clerk’s evaluation; also coming up with a policy for merit; will bring back updated job descriptions (vote for voting just yet) with salary ranges according to the study, will use ADP, provides resources that will analyze and give us national and local ranges; about 25% complete on updating the personnel manual and 90% complete on the hybrid policy, will come back to the next council meeting; about 20% on updating permitting; bringing technology and Ai to make work more effective and efficient; trying to keep costs down; the ADP configuration is about 75%; working to update the travel policy; striving hard to have the audit done by March (2026); want to find a way by the end of January, February, to save \$150,000; will be bringing back the special events policy for legal and council to look at, we are missing out on opportunities, there are loopholes, and need to make money to cover the town, need to have town staff at the special events, looking at having an application fees to avoid time and effort being wasted with the staff after doing a lot of work for people who end up not having the event; the charitable donation policy needs to be vetted by Attorney Shepherd and will be brought back; CRA is having a groundbreaking ceremony on 11/12/25 for the 140 West Street property. Upcoming events: The Christmas tree lighting (either the Saturday after Thanksgiving or to the first council meeting in December), Cooking with Kim's is on 11-26-25, and Christmas on the Boulevard is 12-19-25. (Legal) Forgot to mention that he is not aware of any new lawsuits.

TOWN COUNCIL REPORT/DISCUSSION ITEMS:

Councilwoman Wanda Randolph – Signed about \$5,000 for pay for police officers for overtime (Clarity by CAO: the amount was for special events, off duty work, overtime would have to go through ADP, only overtime is authorized through the CAO, the person having the event is responsible for public safety costs and has to be paid in advance, will be pushing to have those costs paid a week in advance instead of 24 hours prior to event); requested to have the grant writer to come to council to give a report; had a wonderful tour at HostDime, learned about the data center and proud to have that facility here (in Eatonville), only five data facility in the world, had about 20-25 people who attended the tour; the Thanksgiving event is going to be November 24, 2025; requested clarity on the work-from-home policy (Resolution 2025-14), is administrative and will bring back to the next council meeting (90% completed); inquired about the transfer of interest to the Historic Preservation Committee (Board) concerning the cemetery, how are they doing on the study, the study has started, information and data is being collected; CAO can bring back a report; requested clarity on the evaluation of Mrs. King, it is a number system from 1 to 5, whatever numbers given by council will be averaged to complete her evaluation, Mrs. King is hired and evaluated by the council.

Councilman Tarus Mack – Thanks to all for being engaged in the town’s business; condolences to anyone that has suffered any loss; seen the pictures and videos of the 1887 event, looked like it was a good time, shout out

to Julian Johnson for doing a sensational job; missed out of the bike ride, look forward to it every first Saturday with the Stanleys who do a great job; the event put on by the CRA and Vice Mayor Washington was a great event, an opportunity to promote and do things sustainable for the community, a lot of people showed up, was a great atmosphere with positive vibes, great music with people performing, look forward to that event every quarter, kudos to Vice Mayor for bringing to the table this event; shout out to the staff for the jobs you do to the best of your ability, you do not get the credit deserved, like getting paid more, appreciate what you bring to the table on a daily basis; have a tremendous leader in the CAO that is leading the way, sitting up here almost 10 years, I cannot recall moving with many different things to make us more efficient, appreciate everything being brought to the table; need to have more conversation before moving forward with the community policing center in Catalina Park; with the youth in our community, having the Boys and Girls Club in our community, having kids bused over just to go to school is not a good look, we need to have a better partnership with the Boys and Girls Club, they have a 99-year contract, so hoping to move forward more successfully in helping our youth and our own community; welcome the new officer, had a chance to meet her at the National Policing event; congratulations to Sydney Silas and Dominic Taylor for their water certifications, to Ms. Mundy your leadership is appreciated, you have tough job doing both public work and working with the grants, not fair to the pay that you are not receiving.

Councilman Rodney Daniels – Thanks to all for coming out, laid to rest a dear brother Mr. Eric Wayne Morgan, life is short and have to enjoy every moment, learned that whenever someone is laid on my heart, to reach out to them, his persona and his character weighs on my heart, thanks to Ms. Irby for her encouraging words, request prayer for his family and the historic Town of Eatonville.

Vice Mayor Theo Washington – Condolences to all who lost loved ones over the weeks, especially with Mr. Morgan, remember him as a young kid growing up on college, called him pretty boy in junior high, was a good kid, just saw him at one of the events, life is precious; congratulations to Sydney Silas and Dominic Taylor for passing their class, I encourage all of them to get knowledge in the field; acknowledge and thanked Marissa while the clerk was out of office, she learned many things, she did a good job; recognized and respects Dick Cheney the late Vice President a Republican who spoke out against the current president.

Joyce Irby – (Allowed to speak by consensus of the council) provided a statement of correction, the police worked for 6 weeks without pay during UCF games, UCF sent the check, the checks that were signed were for that.

MAYOR’S REPORT – No Report – (Not Present)

ADDITIONAL COMMENTS: (By Council Consensus) **Joyce Irby** – For clarity, the police worked six weeks without pay.

ADJOURNMENT Vice Mayor Washington Motions for Adjournment of Meeting; **moved** by Councilwoman Randolph; **second** by Councilman Daniels; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:29pm.**

Respectfully Submitted by:

Veronica L King, Town Clerk

APPROVED

Angie Gardner, Mayor



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

NOVEMBER 18, 2025, 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 2025-35 Hybrid Work Policy (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1 ST / 2 ND READING		Exhibits: COUNCIL MEETING MINUTES: Resolution 2025-35 Hybrid Work Policy - Hybrid Work Agreement Form
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Request approval of Resolution 2025-35 Establishing the Hybrid Work Policy for the Town of Eatonville

SUMMARY: This policy establishes the framework for hybrid work arrangements that allow eligible employees to perform a portion of their duties remotely while maintaining high standards of service and accountability to the residents of the Town of Eatonville.

This policy applies to all non-union career service employees of the Town of Eatonville whose job duties are determined to be suitable for hybrid work by their Department Director and the Mayor or Chief Administrative Officer.

RECOMMENDATION: Recommend approval of Resolution 2025-35 Establishing the Hybrid Work Policy for the Town of Eatonville

FISCAL & EFFICIENCY DATA:N/A

RESOLUTION #2025-35

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA ADOPTING A POLICY RELATING TO THE HYBRID WORK POLICY; PROVIDING FOR DEFINITIONS; FOR CONFLICT; FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Eatonville desires to establish a policy framework for hybrid work arrangements that allow eligible employees to perform a portion of their duties remotely while maintaining high standards of service and accountability to the residents of the Town of Eatonville, and

WHEREAS, the Town Council of the Town of Eatonville recognizes an opportunity to support eligible employees by addressing their physical and mental well-being, by allowing essential job functions to be performed effectively outside of a traditional Town’s facility; and

WHEREAS, the Town Council of the Town of Eatonville desires to establish an effective policy that provides effective work options that will arrange for an employee’s regular work schedule to includes both remote work and in-office work; and

WHEREAS, the Town Council of the Town of Eatonville recognize the need to adopt an effective policy that will establish eligibility requirements to balance flexibility, work-life balance, and in-person collaboration.; and

WHEREAS, the Town Council of the Town of Eatonville recognizes the Town as an Equal Employment Opportunity Employer.

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

SECTION ONE. APPROVAL: The Council of the Town of Eatonville hereby approves and adopts by Resolution a Hybrid Work Policy establishing the framework for hybrid work arrangements that allow eligible employees to perform a portion of their duties remotely while maintaining high standards of service and accountability to the residents of the Town of Eatonville..

SECTION TWO. DEFINITIONS.

1. Hybrid Work: A work arrangement where an employee’s regular work schedule includes both remote work and in-office work.
2. Remote Work: The performance of assigned duties at an alternative work location other than the employee’s designated Town facility.
3. Eligible Position: A job role where essential functions can be performed effectively outside of a traditional Town facility.

SECTION THREE: SCRIVENER’S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the Town Clerk and Town Attorney, may be corrected without further action of the Town Council.

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

SECTION FIVE: SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional, it shall be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

SECTION SIX: EFFECTIVE DATE: This Resolution will take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on this 18th day of November 2025.

TOWN OF EATONVILLE

ATTEST:

Mayor

Town Clerk



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
NOVEMBER 18, 2025, 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 the 37th ZORA! ® – Outdoor Festival of the Arts
MOU.(Administration/PEC)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION/PEC Exhibits: **Refer to support documents from workshop package** <ul style="list-style-type: none">• MOU• Map
PUBLIC HEARING 1ST / 2ND READING		
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: It is requested that the Town Council of the Town of Eatonville review and approve the 37th ZORA! ® – Outdoor Festival of the Arts Memorandum of Understanding (MOU).

SUMMARY: P.E.C., is a private, non-profit, tax-exempt organization which was established in 1987 and whose mission is to promote Eatonville, Florida’s considerable heritage, historical, and cultural resources as a means of the community’s revitalization and economic development; and via programming, which promotes pride of heritage, educational excellence and the cultural arts will preserve and protect the community for posterity. P.E.C. planned for its special event in 1988 and presented the first Festival in 1990, and has each year presented ZORA! ® Festival without any interruption, making it “America’s longest running arts and humanities festival celebrating the cultural contributions of People of African ancestry throughout the Diaspora.

P.E.C. desires to enter a partnership to celebrate the 37th Annual Zora Neale Hurston ® Festival of the Arts and Humanities (hereafter ZORA! ® Festival), whose goals are: (1) to celebrate the life and work of 20th century writer, folklorist and anthropologist Zora Neale Hurston ®; (2) to celebrate the historic significance of her hometown, Eatonville, Florida; and (3) to celebrate the cultural contributions people of African ancestry have made to the United States and to the world.

RECOMMENDATION: It is recommended that the Town Council of the Town of Eatonville review and approve the 37th ZORA! ® – Outdoor Festival of the Arts Memorandum of Understanding (MOU).

FISCAL & EFFICIENCY DATA:N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

NOVEMBER 18, 2025, 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 the AS IS Residential Contract For Sale And Purchase for 308 E. Kennedy Blvd. (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> AS IS Residential Contract For Sale And Purchase
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: It is requested that the Town Council of the Town of Eatonville review and approve the AS IS Residential Contract For Sale And Purchase for 308 E. Kennedy Blvd.

SUMMARY: The property located at 308 E. Kennedy Blvd. is being brought before the town council for consideration and approval. The “Seller” Albert Burton and Sharon Burton is willing to sell said property to the Town of Eatonville the described Real Property and Personal Property (collectively “Property”) pursuant to the terms and conditions of the AS IS Residential Contract For Sale And Purchase and any riders and addenda (“Contract”).

If this agreement is not signed by Buyer and Seller, and an executed copy delivered to all parties on or before November 21, 2025, the offer shall be deemed withdrawn and the Deposit, if any, shall be returned to the Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

RECOMMENDATION: It is recommended that the Town Council of the Town of Eatonville review and approve the AS IS Residential Contract For Sale And Purchase for 308 E. Kennedy Blvd.

FISCAL & EFFICIENCY DATA: Agreement Asking Price \$640,000.00 (To be discussed and further determined)

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



Realtors

PARTIES: Albert Burton III and Sharon Burton ("Seller"),
and Town Of Eatonville ("Buyer"),
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
(collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 308 E Kennedy, Eatonville, FL 32751
(b) Located in: Eatonville County, Florida. Property Tax ID #: _____
(c) Real Property: The legal description is _____

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s),
doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access
devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): \$ 650,000.00

- (a) Initial deposit to be held in escrow in the amount of (**checks subject to Collection**) \$ 10,000.00

The initial deposit made payable and delivered to "Escrow Agent" named below
(**CHECK ONE**): (i) ☐ accompanies offer or (ii) ☒ is to be made within 3 (if left
blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: Brad Van Debogert- Fidelity National Title
Address: 7208 West Sandlake Rd- suite 102, Orlando ,FL , 32819 Phone: 407 276 6045
E-mail: Brad.vandebogert@fn.com Fax: _____

- (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
days after Effective Date\$ _____

(All deposits paid or agreed to be paid; are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8\$ _____

- (d) Other:\$ _____

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
transfer or other Collected funds (see STANDARD S).....\$ 640,000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
November 21, 2025, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are
received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials _____

Page 1 of 13

Seller's Initials _____

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Form
Simplicity

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this Contract, the Closing shall occur on January 21, 2026 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. **ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed \$_____ (if left blank, then \$200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 45 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
- In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|--|--|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> CC. Miami-Dade County
Special Taxing District
Disclosure |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> DD. Seasonal/Vacation
Rentals |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> EE. PACE Disclosure |
| <input checked="" type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> FF. Credit Related to Buyers
Broker Compensation |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> GG. Sellers Agreement with
Respect to Buyers Broker
Compensation |
| <input type="checkbox"/> H. Homeowners'/Flood Ins | <input type="checkbox"/> V. Sale of Buyer's Property | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> W. Back-up Contract | _____ |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> X. Kick-out Clause | _____ |
| <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> Y. Seller's Attorney Approval | |
| <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> Z. Buyer's Attorney Approval | |
| <input type="checkbox"/> M. Defective Drywall | | |
| <input type="checkbox"/> N. Coastal Construction
Control Line | | |

588 * 20. **ADDITIONAL TERMS:** This contract is subject to buyer's appraisal in alignment with purchase price.
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606 **COUNTER-OFFER**

607 * ☐ Seller counters Buyer's offer.

608 [The remainder of this page is intentionally left blank.
609 This Contract continues with line 610 on Page 13 of 13.]

610 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
611 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

612 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

613 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*
614 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*
615 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*
616 *interested persons.*

617 **AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK**
618 **TO BE COMPLETED.**

619 **ATTENTION: SELLER AND BUYER**

620 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes,
621 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by
622 certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the
623 Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of
624 Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly**
625 **sell property in violation of the Act.**

626 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the**
627 **Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under**
628 **the Act.**

629 *	Buyer: _____	Date: _____
630 *	Buyer: _____	Date: _____
631 *	Seller: _____	Date: _____
632 *	Seller: _____	Date: _____
633	Buyer's address for purposes of notice	Seller's address for purposes of notice
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635 *	_____	_____
636 *	_____	_____

637 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
638 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
639 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
640 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
641 retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by
642 Seller or Listing Broker to Cooperating Brokers.

643 *	<u>Amina Manji and Patra Stanley</u>	<u>Amina Manji and Patra Stanley</u>
644	Cooperating Sales Associate, if any	Listing Sales Associate
645 *	<u>The Axis Realty</u>	<u>The Axis Realty</u>
646	Cooperating Broker, if any	Listing Broker



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

NOVEMBER 18, 2025, 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 2025-33 Collaboration with Local Community Organizations (**Councilwoman Randolph**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (RANDOLPH)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> Resolution 2025- 33 Memorandum of Agreement - Second Harvest Food Bank (MOA) 501 (c) 3 - St. Lawrence AME Church Temporary Emergency Food Agreement Program (TEFAP) The Markelle Fultzgiving Flyer and Mobile Food Drops Certificate of Insurance – Pending Additional Information
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: It is requested that the Town of Eatonville council approve collaboration with the "Feed The People" Thanksgiving initiative hosted within the Eatonville community for the years of 2025 and 2026.

SUMMARY: For over 15 years, the Eatonville Community organizations have provided free meals, turkeys, food boxes through organizations like Second Harvest Food Bank, The Markelle Fultzgiving, Corporate Sponsors, local town and community agencies by organizing volunteer events such as "Feed The People" a celebration of Thanksgiving providing food to the hunger, homelessness, seniors, and people with disabilities and meals in the Eatonville community of 2,800 residents. Recently, these efforts have been a collaboration with the Town of Eatonville departments and community organizations for the distribution to assist families during these difficult times.

RECOMMENDATION: It is recommended that the Town of Eatonville council approve collaboration with the "Feed The People" Thanksgiving initiative hosted within the Eatonville community for the years of 2025 and 2026.

FISCAL & EFFICIENCY DATA: N/A

2025 MEMORANDUM OF AGREEMENT

This Agreement is made and entered into by Second Harvest Food Bank of Central Florida ("SHFB"), having a place of business at 411 Mercy Drive, Orlando, Florida 32805 and **OE4064 St. Lawrence AME** ("Agency"), having a place of business at 549 East Kennedy Blvd. Eatonville FL, 32751 this 7/22/2025.

Memorandum of Agreement (MOA) period July 1st, 2025 - June 30th, 2026

In consideration of the terms hereof, and the delivery of products by SHFB to Agency, the parties agree as follows:

1. Agency represents and warrants that it qualifies as a section **501(c) (3)** organization under the Federal Tax Code (26 U.S.C.) 501(c) (3). Under the Federal Tax Code (26 U.S.C. 501(c) (3) of the Internal Revenue Code as a tax-exempt organization or be a church as described in Section 170(c)(3) of the Internal Revenue Code to which deductible contributions may be made. Other religious organizations such as synagogues and mosques may also fall under the "church" classification.
2. Agency shall have proof of its nonprofit status on file with SHFB prior to joining SHFB, shall update it periodically, as required, and shall continue to qualify and maintain its status as a 501(c)(3) organization or as a church as described in Section 170(c)(3) of the Internal Revenue Code.
 - a. In the event an agency receives notification that its status as a nonprofit is challenged or revoked and/or it ceases to qualify as a 501(c)(3) organization, Agency shall immediately notify SHFB of such cessation.
 - b. Agency shall also provide a Florida Consumer's Certificate of Exemption to receive any non-food items.
3. Agency must have a copy of their organization's 501(c)(3) **and** a current Florida Consumer's Certificate of Exemption on file at Agency and at SHFB.
4. Agency must be incorporated for the purpose of serving the ill, needy or infants, or be a Church, and place emphasis on serving needy clients. *For the purpose of this Agreement, the term "needy" refers to an individual who lacks the necessities of life, involving physical, mental or emotional well-being, because of poverty or temporary financial distress.*
5. This Agreement shall have a term limit of **one year**, unless terminated sooner. If Agency is inactive for longer than three months, Agency may be required to complete a new application, sign a new Memorandum of Agreement, and attend required training as deemed necessary by SHFB. This Agreement may be terminated at will by SHFB with or without cause upon notice to Agency. Upon such termination, the Agency shall remain responsible for any monies owed to SHFB by Agency through the date of termination. Agency that is terminated will not be eligible to reapply.
6. **Agency shall operate year-round food assistance program(s) with a focus on feeding those who self-identify as part of a needy segment of the population at least twice a month. Agency must follow all food distribution standards to qualify for any other SHFB programs.**
 - a. **Agency serving the entire community must order and pick up, receive food through delivery or the Grocery Alliance Program at least every 30 days.**
7. Agency agrees to adhere to any additional donor stipulations received from SHFB.
8. Agency should consider the needs of the neighbors that they serve when performing agency functions and strive to put the well-being of the neighbor in the center of their operational decisions.

FUNDING A FOOD PROGRAM

9. Even though a high percentage of the food Agency receives from SHFB is at no charge, each food program must establish a sustainable funding source.
- Funding Sources may include a regular agency budget, donations from the community, participating in fund raising efforts, or applying for grant funding from the community or SHFB.

SAFE FOOD HANDLING

10. Agency preparing meals on-site may require licensure by the local county department of health, receive regular health inspections and have a certificate evidencing such license and health inspections on file with SHFB.
- The inspections and certificates will be needed only if it is applicable in the county where the agency is located.
 - If the Agency is using SHFB food to prepare meals, the Agency will be required to have at least one active Safe Food Manager Certification holder present during food preparation.
 - Agency shall comply with all SHFB guidelines and recommendations for safe food storage, handling, and facility maintenance.
11. Every agency shall have at least one active staff member/volunteer member, preferably the pantry coordinator, who has a current Safe Food Handling certification.
- Agency ensures that a Safe Food Handling trained person is present at all distributions, mobile drops, and meal preps to ensure Safe Food Handling Standards are followed. A current copy of that certification is to be provided upon expiration and kept on file at SHFB and the Agency.
 - Online certificates can be obtained via www.responsibletraining.com
 - Agency shall ensure that all staff and volunteers who handle and distribute food should follow safe food handling procedures and be trained as needed.
 - Agency shall ensure that product storage and handling will conform to local, state and federal regulations and SHFB requirements.
12. Agency will be responsible for protecting all products from heat, rain, dust, and the elements during transport from the food bank.
- Agency will be responsible for covering all **exposed** products while being transported in an unenclosed vehicle (open top trailers, pickup beds etc.) with a suitable tarp that is secured for travel. Agency will be responsible to bring tarps and bungees each time they transport items from SHFB.
 - Agency that is approved for perishable food distribution will be responsible for bringing **insulated blankets and/or coolers** each time **frozen/refrigerated** items are transported from SHFB if they do not have a refrigerated vehicle.
 - Insulated blankets and/or coolers and tarps may be inspected during the annual monitoring conducted by the Agency Relations Department.
 - After picking up the product from the food bank, the Agency must transport the product directly back to the agency's storage location and are not permitted to make any secondary stops. Agency representatives receiving food must ensure that food is not used for personal use.
13. When notified by Second Harvest Food Bank that a product has been recalled, the Agency must have a formal process to determine if the product entered their program's inventory, to notify clients of the recalled product, and to properly remove the product from their inventory.
- Agency must ensure the organization is receiving and reviewing SHFB recall emails. An accurate email address for the designated Agency contact is required.
 - Agency must not unsubscribe from these emails unless there has been a change in contact.
 - If an Agency is chosen to participate in a Mock Recall, Agency must follow directions and respond to SHFB within 24 hours.
14. Agency that distributes food through a delivery model must ensure that food safety protocols are being followed while making deliveries and food is kept at the proper temperature.

15. Agency agrees that products will not be stored in nor distributed from a private residence.
 - a. Any secondary locations used to store SHFB product must be inspected by your Agency Relations Coordinator prior to its use.
16. All products received from SHFB must be stored in a **locked, secured, temperature-controlled area**, distributed using a first in-first out inventory model, and separated from other products used by separate programs or ministries.
17. **Agency must track temperatures for each of their dry storage areas and cold storage units before each distribution, at least weekly, and keep a temperature log using an analog thermometer (not a thermostat or digital thermometer).**
18. Agency must have a minimum of a quarterly inspection by a **professional, certified, and licensed pest control company**. All invoices and/or statements by the pest control company must be kept and shown upon monitoring.
19. Emergency Pantries that distribute at multiple locations must have a separate account for each location to ensure that food is being stored and distributed properly. All Agency locations must have a yearly inspection by Agency Relations staff and have a signed MOA on file.

DISTRIBUTION

20. Neighbor tracking platforms must not be used to deny food access based on other visits to different partner agencies.
21. Agency shall not sell, barter, transfer or share any products in exchange for money, services, or other products.
22. Agency shall not redistribute any product to other partner agencies, non-partner agencies, or any other community organizations or schools without written authorization from SHFB. Agency that receives products from SHFB warehouse must ensure that the product is used to serve the needy and is handled in a safe manner.
23. Agency shall not give any product to staff or volunteers for personal use unless the individual is a neighbor in need. Staff and Volunteers shall not have special distribution times unless it is after the general distribution and cannot choose food ahead of time. Agency must not provide any product for general congregation use or provide any product for unauthorized agency events.
24. Distribution is limited to use in the county where Agency resides and serves, specifically Brevard, Marion, Lake, Orange, Osceola, Seminole and Volusia Counties.
 - a. Under no circumstances can donated products obtained from SHFB be distributed in another county, state, or country without written permission from Second Harvest Food Bank.
 - i. If the Agency violates this provision, SHFB may immediately terminate this agreement without notice and recover the possession of any products in the Agency's possession without providing compensation to Agency. Agency shall grant admittance to agents of SHFB for such purposes.
25. All Agencies are required to report their monthly distribution statistics no later than the 10th of the following month. Failure to provide these statistics may result in inactivation.
26. Agency open to the public shall participate in SHFB referral network by providing current contact information that will be available to the public on our Food Finder as a resource for needy individuals. SHFB staff may reach out to an Agency on behalf of a client for emergency assistance.

- 27 **Agency must strive to provide food for any neighbor who visits their agency regardless of the neighbor's location or circumstances if food is available. No neighbor should be sent away without food and/or resources.**
- 28 **Agency should also provide additional resources for neighbors to receive food by providing Second Harvests Food Finder information flyer to neighbors or post the Food Finder Poster in an area where the distribution intake occurs during distribution. The Food Bank will provide you with these documents.**
- 29 **If the Agency receives spoiled/or damaged food that cannot be distributed, the Agency shall take photos of the product and report to SHFB within 24 hours for next steps.**
- 30 **Agency that serves schools using products received from SHFB must notify the Food Bank which schools the organization is serving and sign an agreement with SHFB and the pertaining schools. Agency must also report the numbers of students served in the monthly statistics.**

SHOPPING

- 31 SHFB reserves the right to limit the amount and type of product the agency may receive.
- SHFB has the right to adjust the agency's order accordingly and limits on products may be necessary due to inventory.
- 32 Agency that shops at the SHFB Orlando Warehouse shall ensure all shoppers have completed the current SHFB Authorized Shopper Training. Only Authorized Shoppers will be allowed to receive food in the mart. During each shopping appointment, Agency may have no more than 2 authorized shoppers in the Agency Mart and 4 loaders in the Agency loading dock area.
- If shoppers change, Agency Contact must notify the food bank before shopping appointment and have them complete current SHFB Authorized Shopper Training to be listed on the Agency account. If an unauthorized shopper attends an appointment, the unauthorized shopper will not be allowed to shop.
 - Agency is required to notify SHFB beforehand if the organization is unable to attend a shopping appointment or if the organization will be arriving late for an appointment.
 - The number of shopping appointments allowed per week is determined by the frequency of the agency's regular distribution.**

CIVIL RIGHTS

- 33 Agency shall not require individuals to participate in counseling, prayer or in a religious service or any program as a prerequisite or in conjunction with product distribution or receipt. Agency shall not use program or individuals' personal information to foster or advance religious or political views or any other programs.
- 34 **Items such as Social Security numbers, birth certificates, and passports or proof of income cannot be used as a qualification to receive product from your agency. If the Agency offers additional services that require the documents listed above, the Agency must provide food prior to requesting documents. It must be clear clients can access food products without the requirement of these forms of documentation. If Non-TEFAP agencies ask for an ID they can only use for information purposes and not as requirement for food.**
- 35 Agency shall not engage in discrimination, in the provision of service against a person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

MONITORING

- 36 Agency will allow SHFB to visit at any time, including during distribution. A full monitoring of Agency will ideally be annually, but at a minimum once every two years, depending on their volume, type, or circumstance.

- a. After 3 failed attempts to schedule a monitoring appointment, the Agency will be made inactive until a monitoring appointment is scheduled and completed.
- 37 Agency shall keep accurate product distribution records for three years plus the current for each of an agency's locations. Records must be kept on-site and available to SHFB. The records that must be retained are:
- i. Dated Client Distribution logs
 - ii. Dated Temperature Logs
 - iii. Memorandum of Agreements
 - iv. Signed SHFB Invoices
 - v. Pest control Invoices or Statements

COMMUNICATION

- 38 Agency shall notify SHFB in writing if/when its program changes location, highest authority, contact, shoppers, date and time of distribution, or type or size of food program. Failure to notify SHFB of changes within 48 hours of the respective changes may lead to agency inactivation. Agency must confirm that the contact information is current on their account with a valid e-mail, phone number, and contact person
- 39 Agency will participate in annual partner surveys as indicated by SHFB.
- 40 In case of a disaster, the Agency will notify the SHFB of Agency's status and/or needs as soon as the organization is able to help SHFB assess the need and distribution options to assist the community.

AGENCY BALANCES/FINANCE

- 41 Agency agrees to pay any balance that is due **Net 30 days**. Failure to pay a balance by the time it is due may result in the agency becoming inactive.
- a. Agency must pay by Agency Check.
 - b. Cash, Credit Cards and Money Orders will not be accepted as forms of payment.
 - c. Agency will write the Agency REF# on the check memo.
- 42 If receiving grant funding from SHFB, Agency agrees to grant stipulations provided by SHFB. SHFB reserves the right to reallocate grant funding if stipulations are not followed.

LEGAL

43. In the event of an Agency failure to comply with local, state, and federal regulations or with any provision, recommendation or guidelines as outlined in this Agreement, SHFB reserves the right to immediately terminate this Agreement, without notice, and recover possession of food/products in the Agency's possession without compensating Agency for the cost or value thereof. Agency shall grant admittance to SHFB agents for such purposes.

44 In the event of litigation between Agency and SHFB, the parties agree that the courts located in Orange County, Florida shall be the exclusive venue for any action. However, if such do not have subject matter jurisdiction over such cause of action, then action may be brought in any court in the State of Florida in where subject matter jurisdiction properly lies. The substantially prevailing party in such litigation shall be entitled to collect and recover from the party not substantially prevailing all costs of such action or proceeding incurred by such substantially prevailing party, including, but not limited to, reasonable attorney, paralegal and expert fees and costs through all levels and nature of proceedings, including appeals.

LIABILITY RELEASE AND INDEMNIFICATION

As a material provision hereof, Agency agrees to the following additional terms and conditions:

1. Agency accepts the food "as is."
2. Agency agrees to store and inspect food as soon after receipt, as is practical, and to determine whether the food is fit for human consumption. If not, Agency will immediately advise SHFB.
3. No representations or warranties, express or implied, are made by Second Harvest Food Bank of Central Florida (SHFB), the original donor or Feeding America regarding the food's fitness for human consumption.
4. Agency releases SHFB, the original donor, and Feeding America, from any liabilities resulting from the donated goods.
5. SHFB, the original donor, and Feeding America are held harmless from any claims or obligations in regard to the donated goods.
6. Agency agrees to store all acceptable food in the manner as is appropriate given the nature of the various food products.
7. Agency releases SHFB, the original donor, and Feeding America, from any liability resulting from the condition of the donated food, except for liability resulting from gross negligence or intentional misconduct of food bank.
8. Agency further agrees to indemnify, defend and hold SHFB, the original donor and Feeding America, free and harmless from and against all and any liabilities, damages, losses, claims, causes of action, suits at law or in equity or any obligation whatsoever and all costs and expenses including attorney's fees arising out of or attributed to any action of the agency in connection with the agency's storage and/or use, including distribution of donated food.
9. Agency acknowledges that the food is donated to further charitable (non-commercial) purposes and, therefore, Agency agrees not to sell, trade, barter or offer to sell the food or exchange it for services.
10. Agency hereby agrees to assume any and all responsibility for food product liability relating to any act or failure to act by the agency associated with distribution, storage, preparation, or service of the food after Agency assumes possession of the food.
11. Agency agrees to notify SHFB whenever it receives notice of any claim liability with respect to the food received from SHFB.

All organizations or individuals acting for or with SHFB are expected to:

Represent accurately, honestly, and completely SHFB's mission and activities to the larger community.

Conduct all business in accordance with applicable laws, rules, and regulations.

Perform all duties with honesty and integrity.

Treat all people with respect and dignity without regard to race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military, or status as a protected veteran.

Treat all those who access services with the utmost dignity and respect, including preserving the confidentiality and personal information of those served.

Refrain from obtaining any improper personal benefit because of their association with SHFB.

Exercise independent judgment free from any improper outside influence.

Ensure that contributions are used in accordance with donors' intentions.

Implement best practices in the proper and safe storage and handling of food and only distribute products that are safe to consume.

Promptly report any improper discriminatory behavior, sexual harassment, illegal activities, or other violations of this Code.

The undersigned hereby affirm that they are authorized agents of the applicant organization, and their legal signatures do bind the applicant organization to the terms, conditions, and limitations of the application agreement. I declare under the penalty of perjury that the foregoing is true and correct.

Name of Agency: OE4064_St. Lawrence AME

Rev. Travis Kendrick 7/22/2025

**Name of Highest
Authority (printed)**

Rev. Travis Kendrick 7/22/2025

**Signature of Highest
Organization Authority**

Wanda D. Randolph 7/22/2025

**Name of Main Contact
Person (printed)**

Wanda D. Randolph 7/22/2025

**Signature of Main
Contact Person**

The above Agency is accepted/ renewed as a partner of Second Harvest Food Bank of Central Florida pursuant to the above-stated terms and conditions.

Patti Delacruz 7/22/2025

**Signature of Authorized
Representative from SHFB**

**2025-2026 USDA TEFAP COMMODITIES AGREEMENT
BETWEEN SUBRECIPIENT AND LOCAL AGENCY WHO WILL FURTHER
DISTRIBUTE USDA TEFAP FOODS**

This Agreement hereinafter made this {Date } between the Subrecipient **Second Harvest Food Bank of Central Florida, Inc.**, whose address is **411 Mercy Dr. City of Orlando**, and the Local Agency **OE4064 St. Lawrence AME** whose address is **549 East Kennedy Blvd., City of Eatonville** and County of **Orange**.

AGREEMENT PERIOD: **July 1, 2025-June 30, 2026**

In consideration of the mutual premises hereinafter contained, the parties agree that this Agreement will be performed in accordance with the following conditions.

I. Local Agency attests that:

1. It is an emergency feeding organization as defined in 7CFR 251.3.
2. It is located within the Subrecipient's designated service area.

II. Local Agency agrees to:

1. Administer and distribute TEFAP USDA food in compliance with the requirements of 7CFR 251, 7CFR 250 (as applicable), all pertinent policies, rules, regulations, and any procedures established by the USDA and/or the Florida Department of Agriculture and Consumer Services.
2. Distribute TEFAP USDA food only to benefit eligible people served in its designated service area
3. Determine eligibility of households prior to issuing any TEFAP USDA food for household consumption by asking neighbor to review and fill out the eligibility forms and self declare their eligibility. These forms must be kept on file for 3 years plus the current and then after that until the neighbor no longer meets the eligibility requirements,
4. Use TEFAP USDA food only for distribution to eligible households or for congregate feeding. TEFAP USDA food shall not be sold, exchanged or otherwise disposed of without the approval of the Bureau of Supplemental Food Programs.
5. Allow the Florida Department of Agriculture and Consumer Services access to or furnish whatever information/documentation is necessary for the Department to conduct reviews and monitor progress or performance to determine conformity with intended program purposes. The Partner Agency shall permit representatives of the Department or USDA to visit its sites, inspect food in storage, or the facilities used in handling or storing food; to monitor distributions, and to review and audit all records pertinent to TEFAP at any reasonable time during normal working hours.

6. Not solicit donations in any manner from neighbors or require any neighbor to pay for TEFAP USDA food, join any organization or group, attend or participate in a religious practice or service, or any other activity unrelated to the distribution of TEFAP USDA food, as a condition for receiving TEFAP USDA food.
7. Attend TEFAP yearly training provided by the Food Bank as required, and then train staff on a regular basis and not less than annually on all aspects of TEFAP, Civil Rights laws, policies and requirements, etc. The agency must provide a roster with the signatures of individuals who attended the training.
8. Ensure all distributions occur at locations in which food is consistently available to the community (i.e. food pantries, soup kitchens). If the agency operates mobile food pantries, information on scheduled distribution dates, times and locations shall be given to the Food Bank and the state agency upon request. Mobile food pantries shall be operated in a method in which clients can rely on a stable food distribution system with consistency in scheduling and availability.

III. Receipt of USDA Food. Partner Agencies must sign the invoice when they receive TEFAP USDA food. The receipt must include number of cases of each TEFAP USDA food, name of the Local Agency receiving the TEFAP USDA food, date and recipient's signature. The Agency should keep a copy of the receipt for its files for 3 years plus the current.

IV. Issuance Records.

1. Partner Agencies distributing TEFAP USDA food to households for home consumption must certify the client's eligibility, using the appropriate form and income guidelines provided by the Food Bank for this purpose. Eligibility certification is valid until the client's circumstances change as to make them ineligible.

The Partner Agency must keep a record of the names of all households receiving food each day. Recipient should sign a receipt or list each time they receive food. Federal regulations do not require keeping a record of the specific TEFAP foods or quantities issued to each household.

Partner Agencies must ensure that neighbors have an eligibility form on file and are asked to attest that their household remains eligible to receive TEFAP USDA Foods when they pick up food at distributions.

2. Meal Programs. Maintain record of number of meals served daily. Sites do not have to maintain records of the names of people to whom they serve meals, and meal recipients do not have to sign for their meals.

V. Termination. This agreement may be terminated by either party, for cause, upon no less than thirty (30) calendar days notice, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered in writing by certified mail, return receipt requested, or in person with proof of delivery.

VI. Storage Facilities. The Partner Agency certifies that it has the proper facilities for the

storage and protection of TEFAP USDA food. Partner Agency agrees to take a temperature reading of the storage areas, *dry*, freezer and cooler, where TEFAP USDA food is stored before each distribution, at least weekly. ***Internal thermometers must be used when taking temperatures in the freezer and cooler storage areas.***

VII. Records Retention. All records, documents, etc., required by USDA regulations, policies, or this agreement, must be retained for three years following the close of the federal fiscal year plus the current year..

XI. Civil Rights Complaints. Local Agency must establish a procedure for receiving and handling Civil Rights complaints. Local Agency must forward complaints alleging discrimination based on one of the protected classes to the Food Bank immediately upon receipt.

X. Assurance of Civil Rights Compliance

The State agency hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal

financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the State agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

Signed by parties to this agreement:

Second Harvest Food Bank of Central Florida, Inc.
Name of Subrecipient

Patti Delacruz
Signature of Authorized Representative

7/22/2025
Date

OE4064 St. Lawrence AME
Name of Local Agency

Wanda D. Randolph
Signature of Authorized Representative

7/22/2025
Date



THE ANNUAL MARKELLE FULTZGIVING *Eatonville Community* THANKSGIVING DRIVE

MONDAY, NOVEMBER 24, 2025 BEGINNING AT 11:00 AM

Brought to you by: Second Harvest Food Bank, Former Magic Player Markelle Fultz, St. Lawrence AME Church, Town of Eatonville, Life Center Church, Ward Chapel, Gamma Delta, Omega Beta Chapter, Eatonville Chamber of Commerce, Mt. Tabor, community organizations, and volunteers.



Kook'n ^{WITH} *Kim*

FEED MY PEOPLE

ANNUAL THANKSGIVING MEAL FOR EATONVILLE RESIDENTS

WEDNESDAY, NOVEMBER 26, 2025 FROM 1:00 PM TO 3:00 PM

Caring for our Community



**AT THE DENTON JOHNSON CENTER
LINE STARTS FROM S COLLEGE AVE**

FOR MORE INFORMATION CONTACT
WANDA D. RANDOLPH CALL (407) 435-3520 OR
EMAIL WRANDOLPH@TOWNOFEATONVILLE.ORG

*****NO SOLICITATIONS OF ANY KIND*****



THE ANNUAL MARKELLE FULTZGIVING *Eatonville Community* THANKSGIVING DRIVE

MONDAY, NOVEMBER 24, 2025 BEGINNING AT 11:00 AM

Brought to you by: Second Harvest Food Bank, Former Magic Player Markelle Fultz, St. Lawrence AME Church, Town of Eatonville, Life Center Church, Ward Chapel, Gamma Delta, Omega Beta Chapter, Eatonville Chamber of Commerce, Mt. Tabor, community organizations, and volunteers.

AT THE DENTON JOHNSON CENTER LINE STARTS FROM S COLLEGE AVE

FOR MORE INFORMATION CONTACT

WANDA D. RANDOLPH CALL (407) 435-3520 OR EMAIL WRANDOLPH@TOWNOFEATONVILLE.ORG



THE ANNUAL MARKELLE FULTZGIVING *Eatonville Community* THANKSGIVING DRIVE

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AT THE DENTON JOHNSON CENTER LINE STARTS FROM S COLLEGE AVE

FOR MORE INFORMATION CONTACT

WANDA D. RANDOLPH CALL (407) 435-3520 OR EMAIL WRANDOLPH@TOWNOFEATONVILLE.ORG

Facility Use Agreement - Denton Johnson Center - The Community Holiday Drive

1 message

Wanda Randolph <wrandolph@townofeatonville.org>

Sun, Oct 12, 2025 at 10:40 AM

To: Darius Washington <dwashington@townofeatonville.org>

Cc: Travis R Kendrick <rev.tkendrick@yahoo.com>, Wanda Randolph <wrandolph@townofeatonville.org>

Good morning,

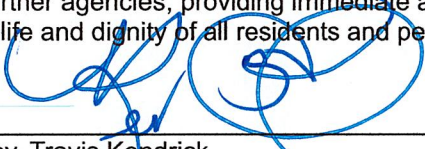
Please be advised that the application for the annual Thanksgiving Community Holiday event will be submitted to you tomorrow.

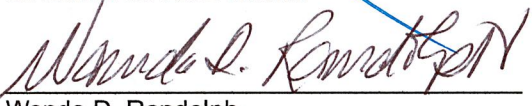
This annual event has been in place for over 11 years in the Eatonville Community. Also, simultaneously the Town of Eatonville

Statement: This event is free and open to the Public. Monday, November 24, 2025

Overview and mission statement of the organization: To the intellectual, physical, emotional, and environmental needs of all people to end hunger by distribution of food to those in need, through this network of partner agencies in the Town of Eatonville and surrounding areas.

Benefit the Eatonville Community: By securing the need of food by distributing it to those in need through a network of partner agencies, providing immediate and stability to ensuring hunger and health by placing food on the table for quality of life and dignity of all residents and people.



Rev. Travis Kendrick
St. Lawrence AME Church

Wanda D. Randolph
Community Holiday Coordinator
St. Lawrence AME Church

ServSafe® CERTIFICATION

WANDA RANDOLPH

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

24673341

CERTIFICATE NUMBER

10814

EXAM FORM NUMBER

10/16/2023

DATE OF EXAMINATION

10/16/2028

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman Brown

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

Section VI. Item #5.



In accordance with Maritime Labour Convention 2006, Resolution ADM.N.068-2013 (Regulation 3.2, Standard A3.2).

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This document can be reproduced or altered.
17110811

v.1711

Contact us with questions at 233 S. Wacker Drive, Suite 3600 Chicago, IL 60606-6383 or ServSafe@restaurant.org.

Facility Use Agreement - Denton Johnson Center - The Community Holiday Drive

1 message

Wanda Randolph <wrandolph@townofeatonville.org>

Sun, Oct 12, 2025 at 10:40 AM

To: Darius Washington <dWASHINGTON@townofeatonville.org>

Cc: Travis R Kendrick <rev.tkendrick@yahoo.com>, Wanda Randolph <wrandolph@townofeatonville.org>

Good morning,


Please be advised that the application for the annual Thanksgiving Community Holiday event will be submitted to you tomorrow.

This annual event has been in place for over 11 years in the Eatonville Community. Also, simultaneously the Town of Eatonville

Statement: This event is free and open to the Public. Monday, November 24, 2025

Overview and mission statement of the organization: To the intellectual, physical, emotional, and environmental needs of all people to end hunger by distribution of food to those in need, through this network of partner agencies in the Town of Eatonville and surrounding areas.

Benefit the Eatonville Community: By securing the need of food by distributing it to those in need through a network of partner agencies, providing immediate and stability to ensuring hunger and health by placing food on the table for quality of life and dignity of all residents and people.


Rev. Travis Kendrick
St. Lawrence AME Church
Wanda D. Randolph
Community Holiday Coordinator
St. Lawrence AME Church



Facility Use Agreement

Date of Application:

10/30/2025

(Check those that apply)

☐ Eatonville Resident ☐ Non-Resident ☐ Continuous Group
☒ Community Organization ☒ Non-Profit ☐ Civic Club ☐ Other

Name: ST. LAWRENCE AME CHURCH Telephone: 407-435-3520Address: 549 E. KENNEDY Blvd

Facility Request Date(s): _____

Event Hours: 8:00 A.M. - 4 P.M. (include set-up and break down) Chairs Needed: _____Type of Event: Community Round Tables Needed: _____ Rectangle Tables Needed: _____Estimated number of guests: _____ Vehicles: DRIVETHRU 300

Facility to be Utilized (Check those that apply)

☒ Denton Johnson ☐ Picnic Pavilion ☐ Frances Jerry Park ☐ Lake Lovely ☐ Elizabeth Park

Circle Yes or No for the follow questions:

Will Fireworks, amusement rides or pyrotechnics be used? Yes or No: NO

If yes, explain: _____

Will admission be charged? Yes or No

If yes, explain (cost per person, donations, and solicitations): _____

Will food, goods, or services be sold at the event? Yes or No

If yes, explain: _____

Will live or recorded music be used? Yes or No

If yes, explain: _____

Will the facility be used for commercial filming or photography? Yes or No: POSSIBLY LOCALIf yes, explain: SPONSORS, GROUPS, NETWORK MEDIAWill alcohol beverages be dispensed, or permitted? Yes or No

If yes, explain: _____

Does the organization have current liability insurance for the activities? Yes or No: _____

If yes, provide a copy of a valid insurance certificate with the minimum coverage as outlined in Exhibit A attached here to.

Name of Organization: (ST. LAWRENCE AME CHURCH) (TOWN OF EATONVILLE) SPONSORS

Community Organization must provide the following documents:

- ☒ Community Based Organization Verification Form.
- ☒ Proof of 501-C3 status registered under Internal Revenue Service.
- ☒ Tax exempt status registered under Department of Revenue.
- ☒ Statement that event is free and open to the Public.
- ☒ Overview and mission statement of the organization.
- ☒ Letter stating how this event will benefit the Eatonville Community.

PARTNERSHIP
 COMMUNITY CHARITABLE
 ORGANIZATIONS
 ANNUAL EVENT

Insurance Liability

A valid insurance certificate is required for use of any Town facility. The insurance certificate must afford one million dollars (\$1,000,000) of general liability coverage per occurrence and contain the following information: ***General Liability coverage (property and bodily injury as evidenced by an insurance certificate with an endorsement naming the Town of Eatonville as Additional Insured and guaranteeing (30) days prior notice to change or cancellation of policy.***

Use of any facility will not be permitted unless a valid insurance certificate has been received by no later than ten (10) business days prior to the first scheduled date of use of the gym or other facility.

1. The permit holder shall be responsible for any and all damage to the Town's facilities, equipment and/or property. If additional maintenance is deemed required (in excess of normal services/time) to restore the premises, equipment and /or property to reasonable use by others then the permit holder shall be charged accordingly.
2. The Town disclaims responsibility for any accident, injury, liability, loss or damage to person or property as a result of unauthorized facility or park us.
3. The permit holder will be responsible for all actions and omissions that result in damages that are caused by their attendees.

A. Hold Harmless/Insurance Agreement

The contractor, vendor, organization or user hereby promises and agrees to indemnify and hold harmless the Town of Eatonville, a municipal corporation, it's officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions including attorney's fees for trial and appeal, of any kind and nature arising or growing out of in any way connected with the performance of the Agreement whether by act or omission of the Contractor-Vendor, Officers, agents, servants, employees or others.

The undersigned agrees to abide by all regulations governing the said facility.

Copyright Law: Licensee assumes all cost arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processed or dramatic rights used on or incorporated into the conduct of any event covered under the agreement and licensee agrees to indemnify any patented trademark or copyrighted materials, equipment, devices, processes or dramatic from any such suit of action, regardless of whether it be groundless or fraudulent.

B. Licensee Acknowledgement

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement or cancellation of the event by the Town of Eatonville. In addition, an individual may be subject to prosecution under the Town's Code of False Information.

Licensee Signature: Wanda D. Kunk Date: 10/20/2025

General Rules & Regulations:**The Town of Eatonville Municipal Codes/Regulations apply to all Town Facilities.**

1. Office Hours: Monday through Friday, 9am until 4pm. To contact the office, call 407-623-1223.
2. A deposit is required. Any additional fees such as cleaning, damages, staff time, room time will be deducted from the cleaning/damage deposit. Any charges incurred to return the venue to its original condition will be deducted from the deposit.
3. The Town reserves the right to cancel an approved reservation due to maintenance needs, overuse of facility, unsafe conditions, or due to a conflict with a Town event. In these cases, all attempts will be made to provide a minimum of 10 days advance notice and to provide an alternate location. In the event of an emergency, when only short or no notice can be provided, groups must cooperate with the request to not use the facility or risk loss of current permit and denial of future use. If there are no alternate facilities available, the Town is not obligated to provide an alternate facility. In case of such event, a full refund will be given.
4. The Town of Eatonville encourages partnerships and volunteerism to improve facility quality and maintenance; however, in the absence of a written agreement, donations and/or contributions of time, does not give any organization priority at any facility. Groups wishing to make alterations to facilities must submit these improvement requests in advance to the Town. No groups will be allowed to make any alteration to any facility without first obtaining the Town's approval.
5. The customer has the right to cancel an event by giving a minimum of 10 days advance written notice. If the Town of Eatonville cancels then a full refund will be honored. If renter cancels in writing prior to 30 days before the event, the deposit less the administrative fee will be refunded. Cancellations made in writing and received less than (30) days before the event will be charged a \$50 fee which will be deducted from the deposit.
6. All litter and debris that may occur because of the event must be placed into trash or recycling receptacles, where provided, or removed from the premises.
7. All Groups are responsible for the condition in which they leave the facility. Any excessive clean-up required by the Town staff following the use of the facility will be cause for forfeiture of all or part of your deposit.
8. Amplified music, use of musical instruments, radios, or Public Address Systems requires a permit, and if granted, must conclude by 9:00 p.m., Sunday through Thursday and by 11:00 p.m., Friday and Saturday.
9. Complaints from surrounding neighborhood residents as to noise level, litter and debris, and disregard for use of parking regulations could result in cancellation of your reservation, forfeiture of deposit, and denial of future facility use.
10. **SMOKING IS NOT PERMITTED IN ANY OF THE TOWN OF EATONVILLE BUILDINGS.**
11. THE Town will **NOT** be held responsible for any articles left at the facility.
12. Maximum occupant loads are mandated by the Fire Marshall and posed maximum may not be exceeded.
13. Hours reserved should include the TOTAL time the facility will be in use including set up, total activity and clean up time. **ALL CHANGES IN ARRANGEMENTS MUST BE MADE IN WRITING WITHIN 48 HOURS.**
14. All renters must hire one (1) off-duty Town of Eatonville police officer for every 100 guests, for the function if alcohol is to be served. The representative of the event who will sign the contract must be over the age of twenty-five (25) years of age.
15. Teen parties (persons under the age of twenty-one (21) must hire one (1) off-duty Town of Eatonville police officer as well as have one (1) adult chaperone for every twenty persons attending.
16. The sponsor of any event held at a Town facility will be held responsible for the orderly conduct of those individuals participating and also agrees to ensure that if alcohol is served, the consumption of the alcohol will only take place inside the building.
17. The use of tacks, nails, glitter/hard to remove decoration, or staples on the tables and walls is strictly prohibited. Deposit will be forfeited.

Town of Eatonville Fee Schedule

Facility Rental Fee

Residential Rates

Refundable Deposit.....	\$100.00
Application/Administrative Fee.....	\$100.00
First 2 Hours (Facility Fee).....	\$ 75.00
Each Additional Hour.....	\$ 30.00
Kitchen Use.....	\$ 50.00
Staff Hourly Rate (2 hour minimum).....	\$ 20.00
Insurance Fee.....	\$ 100.00
<i>ALL Community Based Organizations (Town of Eatonville).....2 Hour Facility Fee Waived</i>	

Non-Resident Rates

Refundable Deposit.....	\$100.00
Application/Administrative Fee.....	\$100.00
First 2 Hours (Facility Fee).....	\$125.00
Each Additional Hour.....	\$ 40.00
Kitchen Use.....	\$ 75.00
Staff Hourly Rate (2 hour minimum).....	\$ 20.00
Insurance Fee.....	\$100.00

Additional Fees

Police Officer Hourly Rate.....	\$ 50.00
---------------------------------	----------

For Office Use Only

Facility_____

First 2 Hours Fee.....	\$_____
Additional Facility Hours.....	\$_____
Kitchen.....	\$_____
Personnel.....	\$_____
Police.....	\$_____
Insurance.....	\$_____
Application/Administrative Fee.....	\$_____
Subtotal A.....	\$_____
Sales Tax 6.5%.....	\$_____
Subtotal B.....	\$_____
Deposit.....	\$_____
TOTAL	\$_____
BALANCE DUE:	\$_____

Date Balance is Due:_____

Amount Received:_____Cash/Check/Money Order#_____

Received By:_____Date:_____

State of Florida

Department of State

I certify from the records of this office that ST. LAWRENCE A.M.E. CHURCH, INC. is a corporation organized under the laws of the State of Florida, filed on January 29, 1971.

The document number of this corporation is 720152.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 27, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of March,
2019*



Ronald R. Lee
Secretary of State

Tracking Number: 1100451111CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

OGDEN UT 84201-0038

In reply refer to: 0450000000
Jan. 23, 2013 LTR 4168C 0
59-1864008 000000 00
Input Op: 0437986846 00021686
BODC: TE

ST LAWRENCE A M E CHURCH INC
PO BOX 2322
EATONVILLE FL 32751

810

Employer Identification Number: 59-1864008
Person to Contact: Mrs Barker
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 13, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in February 1979.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(i).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

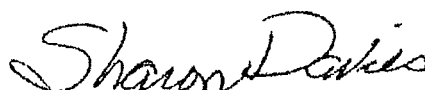
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0430000040
Jan. 23, 2013 LTR 4168C 0
59-1864008 000000 00
Input Op: 0437986846 00021687

ST LAWRENCE A M E CHURCH INC
PO BOX 2322
EATONVILLE FL 32751

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Sharon Davies
Accounts Management I



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

NOVEMBER 18, 2025, 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 2025-32 Clarifying The Scope of the Mayor's Executive Powers; Reaffirming The Requirement For Council Approval of Certain Mayoral Actions (**Councilwoman Randolph**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (RANDOLPH)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> Resolution 2025- 32
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: It is requested that the Mayor Angie Gardner of the Town of Eatonville cease and desist using her authority to make decisions on behalf of the town council members that are subject to the Town Council approval and provide information on needed matters.

SUMMARY: On or before the September 30, 2025, Orange County School Board Meeting, the Mayor of the Historic Town of Eatonville was already engaged in the Memorandum of Understanding process with the Orange County School Board and the Dr. Phillips Foundation concerning the development of the Hungerford Property. The Town Council contends the MOU did not fully reflect the views of the Town Council and residents. And, that the Mayor did not exercise her full duties to inform the Town council members about the MOU or other underlaying issues that maybe unknown to the Town Council members.

RECOMMENDATION: It is recommended that the town council take measures to protect the town and its residents to ensure transparency as stated in this resolution that would carry legal authority..

FISCAL & EFFICIENCY DATA:N/A

RESOLUTION NO. 2025-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, CLARIFYING THE SCOPE OF THE MAYOR’S EXECUTIVE POWERS; REAFFIRMING THE REQUIREMENT FOR COUNCIL APPROVAL OF CERTAIN MAYORAL ACTIONS; REQUESTING THE MAYOR TO SUBMIT PERIODIC OPERATIONAL REPORTS ON TOWN-RELATED MATTERS WHICH CONCERN THE HUNGERFORD PROPERTY; PROVIDING FOR SCRIVENER’S ERRORS, SEVERABILITY, AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Eatonville is a “strong mayor” form of government, in which the Mayor is vested with certain executive powers and the Town Council is the legislative body; and

WHEREAS, as a strong mayor, the Mayor acts in an executive role within the powers delegated by the Town of Eatonville charter (the “Charter”), but does not by virtue of holding the mayor’s office, get to speak for the Town Council without the Council’s express approval; and

WHEREAS, while all elected officials are free to express personal opinions, the Town Council desires to clarify that only actions and/or statements formally adopted by the Council reflect the Council’s official position on Town matters; and

WHEREAS, Section 2.03(g) of the Charter expressly states that, in addition to providing a report on the finances and administrative activities of the Town, the Mayor must “make such other reports as the Town Council may require concerning operations;” and

WHEREAS, the Town Council requests the Mayor submit monthly reports on all matters relating to the historic Hungerford property; and

WHEREAS, this Resolution is not intended to modify or contravene existing authority granted the Mayor under the Town’s Charter, Code of Ordinances, or other applicable law.

NOW THEREFORE, be it resolved by the Town Council of the Town of Eatonville, Florida, as follows:

SECTION 1. Legislative Findings. The findings set forth in the recitals above are adopted and fully incorporated herein as legislative findings of the Town Council.

SECTION 2. Ratification of Council Required. The Town Council hereby affirms that any actions taken by the Mayor outside of the Mayor’s delegated authority shall have no legal force and effect absent ratification or approval by the Town Council at a duly noticed public meeting.

SECTION 3. Operational Reports on Matters Concerning the Hungerford Property. Pursuant to Sec. 2.03(g) of the Eatonville Charter, the Mayor is hereby requested to submit a monthly

operational report to the Town Council on town-related matters which concern the Hungerford property. Such reports shall include, at a minimum:

- a. Notice of any scheduled meetings, conferences, or discussions with the Dr. Phillips Foundation, Dr. Phillips Charities, and/or Orange County Public Schools regarding the conveyance or subsequent development of the Hungerford property; and
- b. Summaries of any written or oral communications with the Dr. Phillips Foundation, Dr. Phillips Charities, and/or Orange County Public Schools concerning any proposed or planned future development of the Hungerford property, except to the extent such communications are deemed confidential or exempt under Florida's Public Records Act; and
- c. The status of the implementation of the Community Master Plan as it relates to the Hungerford property.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the Town Clerk and Town Attorney, may be corrected without further action of the Town Council.

SECTION 5. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Resolution and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 6. Conflicts. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, repealed.

SECTION 7. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this **18th** day of **NOVEMBER** 2025.

Angie Gardner, Mayor

ATTEST:

Veronica King, Town Clerk



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

NOVEMBER 18, 2025, 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 2025-34 Freezing The Position of The Deputy Chief Appropriating The Funds To Other Positions That Warrant Adequate Salary and Time In Service (**Councilwoman Randolph**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (RANDOLPH)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> • Resolution 2025-34 • Page 5 of 11 of the Fiscal Year Budget Proposal • Salaries and Terms of Service
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Request that the Town Council approve the freeze of the position of the Deputy Chief appropriating the funds to other positions that warrant adequate salary and time in service in order to improve value to our employees and their growth.

SUMMARY: The 2025-2026 budget has a line item for the position of Deputy Chief of \$67,694 to include any additional amounts added. This item was discussed on October 7, 2025. No final decision was made upon the request that the administration provide the adjustments based on the information provided. This position has been vacant for over five years or more. Therefore, the funds are to be considered to be utilized elsewhere by a salary review to consider an employee's time in service as one factor among performance, market rates, and job responsibilities as well as increase the entry level of the "boots on the ground" law enforcement officer positions and other town employees identified in this attachment. The town is to ensure that pay reflects an individual's current contributions. If new or recent hires are paid a higher starting salary, a seniority system can result in long-term employees being paid less than newer staff. This pay "compression" can cause resentment, low morale, and economic impact to our employees.

RECOMMENDATION: Recommend Town Council approval to freeze position and salary of the Deputy Chief and that the administration present a proposed salary adjustment within 30 days of approving the resolution (Resolution 2025-34).

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION #2025 - 34

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, THE TOWN COUNCIL'S DECISION TO FREEZE THE POSITION FOR THE DEPUTY POLICE CHIEF FY 2025-2026 BUDGET; ORANGE COUNTY, FLORIDA, PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, The Town Council has expressed a desire to put into effect a freeze on the position of the Deputy Police Chief within the FY 2025-2026 Budget

WHEREAS, the Town Council has decided to utilize the Deputy Police Chief position for salaries within the Police department in the amount of \$ 67,694.00

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

SECTION 1. APPROVAL. At a duly held meeting of the Town Council, it has been resolved that the Town Council has decided to approve by Resolution a motion to freeze the FY 2025-2026 budget position for the Deputy Police Chief.

SECTION 2. ADMINISTRATION. The administration has been asked by the Town Council to present a proposed salary adjustment within 30 days of approving this resolution.

SECTION 3. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the Town Clerk and Town Attorney, may be corrected without further action of the Town Council.

SECTION 4. SEVERABILITY. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Resolution and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 18TH day of NOVEMBER 2025, A.D.

Angie Gardner, Mayor

ATTEST:

Veronica King, Town Clerk

	A	B	C	E	F	G	H
129							
130	DEPARTMENT	FISCAL 2026	FISCAL 2026	FY 23 - 24	FY 24 - 25	FY 25 - 26	FY 25 26
131	CATEGORY	NUMBER	POSITION	APPROVED	APPROVED	PROPOSAL 5%	PROPOSAL 10%
132		EMPLOYEES	DESCRIPTION	BUDGET	BUDGET	-BUDGET	5% BUDGET
133							
134	POLICE - 521						
135							
136	SALARIES						
137	Regular Salaries & Wages						
138		1	Police Chief	78,645	80,018	84,019	88,020
139		1	Deputy Chief	67,694	67,061	68,402	69,000
140		1	Lieutenant 2	55,039	55,039	57,791	60,540
141		0	Lieutenant	59,468	58,913	0	0
142		1	Patrol Officer		44,512	46,738	51,189
143		1	Patrol Officer	49,342	49,342	51,809	54,276
144		1	Patrol Officer	47,249	47,249	49,611	51,974
145		1	Lieutenant 3	47,027	47,027	49,378	51,730
146		1	Patrol Officer SRO	44,512	44,512	46,738	48,963
147		1	Patrol Officer	44,512	44,512	46,738	48,963
148		1	Patrol Officer	44,512	44,512	46,738	48,963
149		1	Patrol Officer	44,512	44,512	46,738	48,963
150		1	Patrol Officer	44,512	44,512	46,738	48,963
151		1	Patrol Officer	44,512	44,512	46,738	48,963
152		0	Patrol Officer		44,512	0	0
153		1	Patrol Officer		44,512	48,963	48,963
154		1	Executive Assistant	52,804	52,804	55,444	55,444
155		1	Records Clerk	37,428	37,428	39,299	39,299
156	TOTAL FULL-TIME SALARIES	19		761,768	895,489	831,881	864,213
157	Full Time Code Enforcement Officer	1	Code Enforcement	38,503	38,503	40,428	40,428
158							
159	Part-time Wages	5	Reserve Officers	20,000	20,000	20,000	20,000
160		0.5	Record Clerk - PT	16,050	16,692	17,026	17,026
161		2	Crossing Guards- PT	16,692	16,536	16,867	16,867
162				16,692	16,536	16,867	16,867
163		1	P.A.L.(Grant)				44,512
164		0.5	PT Senior Liason				25,000
165							
166	Overtime Wages		For Full-Time Officers	35,000	35,000	35,000	35,000
167	Incentive Pay			7,800	7,800	7,800	7,800
168	Merit Incentive Pay						
169	TOTAL PART-TIME/OTHER PAY			112,234	112,564	113,559	183,072

POLICE DEPARTMENT

Name	Job Title	Salary	years of service	
Felicia Hernadez	Police LT.	\$60,500	21	
Boone Flecher	Police Officer	\$51,429	18	
Zachary Colangelo	Police Officer	\$48,512	1	
Avery Davis	Police Officer	\$48,512	1	
Robert Jones	Police Officer	\$54,341	18	
Brodrick Lampkin	Police Officer	\$51,726	16	
Michelle Rozefort	Police Officer	\$48,512	13	

How does a (18 year police officer) make just \$3,000 more than a (1) police officer?

PUBLIC WORKS DEPARTMENT

Name	Job Title	Salary	years of service	
Robert Bush	Water and sewer worker	\$34,529	2	
Mark Haynes	Storm water worker	\$41,313	23	
Jimmy Johnson	Water and sewer worker	\$37,104	3	
Timothy Pitts	Water and sewer worker	\$39,292	2	
Dominique Taylor	Water and sewer worker	\$40,617	1	
Sidney Silas	Supervisor	\$49,801	8	

How does a (23 year service work) make only \$ 2,000 more than a (3) year service work?

EXECUTIVE ASSISTANTS

Name	Job Title	Salary	Years of service	
Britiani Gragg	Executive Assistant	\$48,512	3	
Elaine Chua	Executive Assistant	\$55,804	20	

WITHOUT NAMES

POLICE DEPARTMENT

Name	Job Title	Salary	years of service	
#1	Police Officer (L).	\$60,500	21	
#2	Police Officer	\$51,429	18	
#3	Police Officer	\$48,512	1	
#4	Police Officer	\$48,512	1	
#5	Police Officer	\$54,341	18	
#6	Police Officer	\$51,726	16	
#7	Police Officer	\$48,512	13	

How does a (18 year police officer) make just \$3,000 more than a (1) police officer?

PUBLIC WORKS DEPARTMENT

Name	Job Title	Salary	years of service	
#1	Water and sewer worker	\$34,529	2	
#2	Storm water worker	\$41,313	23	
#3	Water and sewer worker	\$37,104	3	
#4	Water and sewer worker	\$39,292	2	
#5	Water and sewer worker	\$40,617	1	
#6	Water and sewer worker (S)	\$49,801	8	

How does a (23 year service work) make only \$ 2,000 more than a (3) year service work?

EXECUTIVE ASSISTANTS

Name	Job Title	Salary	Years of service	
#1	Executive Assistant	\$48,512	3	
#2	Executive Assistant	\$55,804	20	



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

NOVEMBER 18, 2025, 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 RFB-2025-10-001-0-2025 PAL Center at Francis Jerry Park
(Public Works)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: PUBLIC WORKS
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> • Memorandum to Purchasing • Addendum 1 • Bid - Gomez • Bid – FSV Construction
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: It is requested that the Town Council of the Town of Eatonville review and approve RFB-2025-10-001-0-2025 PAL Center at Francis Jerry Park.

SUMMARY: Two bidders submitted bids to build the PAL Center at Francis Jerry Park. Both firms offered value engineering suggestions to lower the price. On October 31, 2025, the following firms submitted bids by the 2:00 pm deadline:

- Gomez Construction Company
- FSV Construction Company

Both firms submitted the solicitation requirements and provided their costs for the project as described in the support documents.

RECOMMENDATION: It is recommended that the Town Council of the Town of Eatonville review and approve RFB-2025-10-001-0-2025 PAL Center at Francis Jerry Park.

FISCAL & EFFICIENCY DATA:N/A



Memorandum

To: Finance/Purchasing
From: Valerie W. Mundy, P.E.
Re: PAL Center at Francis Jerry Park - Bid Opening

On October 31, 2025, the following firms submitted bids by the 2:00 pm deadline:

- Gomez Construction Company
- FSV Construction Company

In attendance at the bid opening were the following three staff members and a representative from our program management firm, GCI.:

Valerie Mundy

Katrina Gibson

Marlin Daniels

John Guirges (GCI)

Both firms submitted the solicitation requirements as described in Addendum 1 attached to this document. In addition, they both provided their costs for the project.

Gomez Construction Company	\$1,561,914.00
FSV Construction Company	\$1,035,752.00

After the deadline, we asked for value engineering of the plans for recommendations to lower the bidding price. This information is attached.



Town of Eatonville PAL Center - ITB-RFB -2025-10-001 Criteria ADDENDUM #1

Town of Eatonville – Qualifications and Scope / Solicitation for Construction Services

Project Title:

Construction Services for the Eatonville PAL Center (Approx. 2,400 SF)

Project Budget:

\$500,000

Performance Bond:

\$500,000 performance/construction bond

Project Overview:

The Town of Eatonville invites qualified and experienced General Contractors to submit proposals for the construction of a new 2,400-square-foot Police Substation. The Town seeks to engage a contractor capable of delivering a high-quality public facility within a compressed 90-day construction window from Notice to Proceed (NTP). The selected contractor will demonstrate exceptional experience in fast-track public projects, strong budget management, and a proven commitment to value engineering and small business inclusion, while maintaining the highest standards of quality, integrity, and professionalism.

I. Project Goals and Priorities

- Accelerated Schedule: Achieve substantial completion within 90 days of NTP.
- Budget Adherence: Deliver within the established project budget through proactive cost management and value engineering.
- Quality Construction: Maintain public-sector standards for durability, functionality, and aesthetics.
- Collaboration: Work seamlessly with the Town, design professionals, and permitting agencies.

II. Scope of Work

- Site preparation, foundations, structure, building envelope, interior finishes, and MEP systems.
- Bring utilities to 5 ft outside the building.
- Schedule development and monitoring for a 90-day completion.
- Value engineering reviews and recommendations for cost and schedule savings.

- Town of Eatonville will consider pre-fab construction.
- Compliance with Town of Eatonville procurement, safety, and quality standards.

III. Submission Requirements

- Cover Letter – Introduce the firm, project understanding, and commitment to schedule and quality.
- Firm Qualifications – Company profile, licenses, bonding capacity, and years in business.
- Relevant Project Experience – At least three comparable public-sector projects completed within the past five years, with schedule and budget data.
- Project Team – Identify key personnel (Project Manager, Superintendent, Estimator) and provide resumes with relevant experience.
- Project Approach & Schedule Plan – Describe methods for achieving completion within 90 days and ensuring quality control.
- Value Engineering Philosophy – Examples of cost-saving innovations without compromising design intent.
- References – Provide at least three references from recent clients (public preferred).
- Acknowledgement of Addenda
- Acknowledgement of Budget

IV. Evaluation and Selection Process

The Town will use a Qualifications-Based Selection (QBS) process. A Selection Committee will review and score submittals based on the criteria below.

Category	Evaluation Criteria	Max Points
Relevant Experience	Demonstrated experience constructing similar public buildings, including fast-track or CM@Risk projects.	20
Schedule & Delivery Approach	Proven ability to meet or exceed aggressive construction schedules (≤ 90 days).	30
Budget & Value Engineering Capability	Track record of maintaining budgets and identifying cost-saving measures.	15
Team Qualifications	Experience and strength of proposed Project Manager, Superintendent, and key staff.	15

Quality, Integrity, & Professionalism	References and demonstrated commitment to transparency, safety, and client satisfaction.	10
Project Understanding & Presentation	Clarity, organization, and responsiveness of the proposal.	10

Total Possible Points: 100

V. Selection and Contract Award

The Town reserves the right to conduct interviews with the top-ranked firms, negotiate scope, price, and contract terms with the highest-ranked firm, and reject any or all submissions in the best interest of the Town. The Town intends to select the most qualified, responsive, and responsible contractor whose proposal best demonstrates alignment with project goals, schedule, and budget constraints.

VI. Anticipated Schedule

Milestone	Date
RFQ Release	October 8, 2025
Questions Due	October 27, 2025
Proposals Due	October 29, 2025 2pm
Evaluation & Interviews	October 31, 2025
Council Meeting	November 4, 2025
Notice to Proceed	November 7, 2025
Substantial Completion	Within 90 Days of NTP

VII. Contact Information

All communications regarding this solicitation shall be directed to: Valerie Mundy, P.E. (vmundy@townofeatonville.org)



Gomez Construction Company
 750 Jackson Avenue
 Winter Park, Florida 32789
 407-628-4353 phone
 407-645-2499 fax

Project: Eatonville PAL Center
 Schedule Weeks: 12
 Bid Date: 10/3
 SQFT 5,000
 Section VII. Item #8.

Trade	Trade Total
Division 1 General Requirements	17,450
Division 2 Demolition	0
Division 3 Concrete	100,000
Division 4 Masonry	89,660
Division 5 Structural & Misc. Metals	0
Division 6 Millwork	46,155
Division 7 Thermal and Moisture Protection-Waterproofing	2,500
Division 7 Thermal and Moisture Protection-Roofing/Metal Panels	126,552
Division 8 Doors / Frames / Hardware	31,000
Division 8 Glass	55,405
Division 9 ACT	10,700
Division 9 Drywall	80,000
Division 9 Flooring	35,000
Division 9 Painting	22,000
Division 10 Specialties-Signage	5,000
Division 10 Specialties	36,143
Division 11 Equipment	3,800
Division 12 Furnishings	0
Division 13 Special Construction	128,455
Division 14 Conveying Systems	0
Division 21 Fire Suppression	0
Division 22 Plumbing	96,090
Division 23 HVAC	152,822
Division 26 Electrical	265,175
Division 26 Lightning Protection	0
Division 27 Low Voltage-Data Voice and Security	w/electrical
Division 28 Fire Alarm	w/electrical
Division 31 Site	35,000
Division 32 Irrigation and Landscaping	0
Total Direct Work Above	1,338,907

Project Direct Work Total	1,338,907	
CONSTRUCTION CONTINGENCY	0	
GENERAL CONDITIONS	89,300	
BUILDING PERMIT	0	by owner
GL INSURANCE	12,854	0.90%
BR INSURANCE	0	0.00%
FEE	108,080	7.50%
PAYMENT & PERFORMANCE BOND	12,773	Below

Total Construction Cost \$1,561,914
 Cost per SF **\$312.38**

ESTIMATE

FSV Construction Company
8163 NW 60th St
Miami, FL 33166-3414

info@fsvconstruction.com
+1 (786) 729-3080
www.fsvconstruction.com

Section VII. Item #8.



Bill to

Town of Eatonville
307 E Kennedy Blvd
Eatonville, FL 32751

Estimate details

Estimate no.: 106
Estimate date: 10/30/2025

#	Product or service	Description	Qty	Rate	Amount
1.	01. Plans and Permits	General Requeriments	1	\$71,993.00	\$71,993.00
2.	04. Concrete	Concrete	1	\$101,041.00	\$101,041.00
3.	05. Masonry	Masonry	1	\$67,603.00	\$67,603.00
4.	06. Carpentry	Wood, Plastic & Composites	1	\$43,062.00	\$43,062.00
5.	12. Doors & Trim	Doors and Windows	1	\$68,530.00	\$68,530.00
6.	14. Plumbing	Plumbing	1	\$84,198.00	\$84,198.00
7.	15. HVAC/Mechanical	Heating, Ventilating & Air Conditioning	1	\$88,599.00	\$88,599.00
8.	16. Electrical	Electrical	1	\$190,155.00	\$190,155.00
9.	17. Insulation	Thermal & Moisture Protection	1	\$65,884.00	\$65,884.00
10.	22. Specialty	Specialties, Equipment & Furnishing	1	\$48,690.00	\$48,690.00
11.	24. Painting	Finishes	1	\$205,997.00	\$205,997.00
Total				\$1,035,752.00	

Note to customer

Frances Jerry Park PAL Center Building