



HISTORIC TOWN OF EATONVILLE, FLORIDA

SPECIAL COUNCIL MEETING AGENDA

Thursday, January 19, 2023 at 5:30 PM

Town Hall - 307 E Kennedy Blvd

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- I. CALL TO ORDER
 - II. ROLL CALL
 - III. INVOCATION AND PLEDGE OF ALLEGIANCE
 - IV. BOARD DECISIONS
 1. Zora Festival 2023 Agreement between Town of Eatonville and Association to Preserve the Eatonville Community, Inc. (P.E.C.)
 2. Resolution 2023-1 – Approving Land Use of Town Owned Property during the 2023 Zora! Outdoor Festival of The Arts
 - V. COMMENTS
 3. Staff Comments
 4. Public Comments
 - VI. ADJOURNMENT

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

****PUBLIC NOTICE****

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



HISTORIC TOWN OF EATONVILLE, FLORIDA

SPECIAL TOWN COUNCIL MEETING

JANUARY 19 AT 05:30 PM

Cover Sheet

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

ITEM TITLE: Zora Festival 2023 Agreement between Town of Eatonville and Association to Preserve the Eatonville Community, Inc. (P.E.C.)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> • 2023 Zora Festival Agreement (Redlined) • Final Contract • MOT Approval Information • Flash-Rite Invoice
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: For Town Council to Approve 2023 Zora Festival Agreement

SUMMARY: P.E.C. in partnership with the Historic Town of Eatonville entails ensuring that the Town is an internationally recognized cultural heritage tourism destination for the arts and culture from throughout the African Diaspora, with special emphasis on the multi-disciplines as represented in the life and work of Zora Neale Hurston. The Town Council of the Town of Eatonville wishes to support all efforts that seek to draw visitors to this community.

The Historic Town of Eatonville Town Council assigns to P.E.C., the exclusive right to present the Outdoor Festival of the Arts for the 34th Annual ZORA! Festival, January 27 – 29, 2023. The terms and conditions are outlined in the 2023 Zora Festival Agreement

Council met Tuesday, January 17, 2023 in consideration of approval the agreement. The motion to approve did not pass. To ensure that the agreement meets all expectations of Council and has been vetted by the Town's Attorney, a special meeting was established to resolve matters pertaining to the current Agreement.

RECOMMENDATION: Staff recommends that the Town Council approves the 2023 Zora Festival Agreement.

FISCAL & EFFICIENCY DATA:

AGREEMENT BETWEEN

Agreement between

TOWN OF EATONVILLE-

&

ASSOCIATION TO PRESERVE THE EATONVILLE COMMUNITY, INC. (P.E.C.)

Governing the 34th ZORA!® - Outdoor Festival of Arts
January 27-January 29, 2023

WHEREAS Zora Neale Hurston ~~has~~ popularized the Historic Town of Eatonville as "the Oldest Incorporated African-American Municipality in the United States;" and-

WHEREAS the Historic Town of Eatonville wishes to inspire its residents, businesses, and visitors by providing a festive atmosphere; and-

WHEREAS the Historic Town of ~~Eatonville's~~ Eatonville's Government seeks to ~~engage in branding brand~~ itself as a community that celebrates black culture and identity and realizes that the Zora!® ZORA!® - Outdoor Festival of the Arts (sometimes referred to herein as the Festival) is a major factor in accomplishing the overall goal of branding; and-

WHEREAS the Historic Town of Eatonville has become a literary destination because of the writing of Zora Neale Hurston; and-

WHEREAS P.E.C. is a private, non-profit, tax-exempt organization established in 1987 with a mission to:-

——— ~~Promote~~ promote Eatonville, Florida's ~~considerable~~ heritage, historical, and cultural resources as a means for the community's revitalization and economic development; ~~and~~ via programming which promotes pride ~~and~~ heritage, educational ~~excellent~~ excellence, and the cultural arts, and will preserve and protect the community for posterity; ~~and~~

WHEREAS the three (3) goals of the ZORA!® - Outdoor Festival of the Arts are:

- To celebrate the life and work of 20th-century writer, folklorist, and anthropologist, Zora Neale Hurston.-
- To celebrate the significance of her hometown, Eatonville, Florida known as the Nation's Oldest Incorporated African American Municipality; and
- To celebrate the cultural contributions people of African ancestry have made to the United States and world culture; ~~and~~.

WHEREAS P.E.C. in partnership with the Historic Town of Eatonville ~~entails ensuring that,~~ wishes to ensure the Town is considered an internationally recognized cultural heritage

tourism destination for ~~the~~ arts and culture from throughout the African Diaspora, with special emphasis on the multi-disciplines ~~as~~ represented in the life and work of Zora Neale Hurston; and

WHEREAS the Town Council of the Town of Eatonville wishes to support all efforts that seek to draw visitors to this community; ~~and~~.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- The Historic Town of Eatonville Town Council assigns to P.E.C., the exclusive right to present the Outdoor Festival of the Arts for the 34th Annual ZORA!® - Outdoor Festival of the Arts within the Historic Town of ~~Eatonville's~~ Eatonville's corporate Limits, and grants to P.E.C., an exclusive permit ~~for to conduct~~ this event. subject to the terms of this Agreement.
- In granting this exclusive right and permit, the ~~Town Council acknowledges~~ Parties acknowledge that the Festival Grounds will be located on both Public and Private Property. Please see the attached, "Outdoor Festival Location Guide" which is incorporated into and made a part of this Agreement as Exhibit "A."
- The Town ~~Council prohibits the issuing of any other will not issue~~ permits to any other vendors during the ZORA!® - Outdoor Festival of the Arts season (~~i.e.,~~ January 27 – 29, 2023) and will ~~instruct~~ request that the ~~Town of Eatonville's~~ Town's Police Department ~~to~~ shut down and/or remove any party which seeks to establish vending which has not been authorized under P.E.C.'s permit.
- ~~To~~ P.E.C. is permitted to use the vacant lot across the street from the Eatonville Community Redevelopment Agency (ECRA) as a part of the ZORA!® - Outdoor Festival of the Arts "Inventory."
- ~~To~~ The Town will endorse ~~P.E.C.'s~~ P.E.C.'s coordination with the Eatonville Community Redevelopment Agency (ECRA) for the use of its external and internal space as P.E.C. facilitates Festival operations. For example, when the V.I.P. Guests and/or Elected Officials arrive on Saturday, P.E.C. can use the ECRA Conference Room as a "Green Room."
- ~~To allow~~ P.E.C. is permitted to use the Town Hall Parking Lot on Saturday and Sunday for Public Service/Community Space Booths such as the Blood Bank, Orange County Fire & Rescue, *et al*.

IN EXCHANGE FOR THE EXCLUSIVE PRIVILEGES IDENTIFIED ABOVE, P.E.C, AGREES TO:

- **Full Compliance with Town Code:** P.E.C. shall fully comply with all requirements of the Town's Code of Ordinances, and specifically with Article II, Division 2, Sec. 12-48, and Sec. 12-50 – 52.
- **Free entry dates:** ~~Friday, January 27~~ ~~through~~ **Sunday, January 29-30, 2023:** To allow free entry to ~~the~~**ZORA!®** - Outdoor Festival of the Arts, to all Eatonville ~~Residents~~**residents** who provide authorized proof of residency (Driver's License or Official Florida Identification) within the Town of Eatonville to the company managing ~~the admission gates.~~
- **gate admissions.** Eatonville **residents** (adults & children) who ~~want~~**wish** to sit in the reserved/V.I.P section of the Main Stage on Saturday, January 28 and Sunday, January 29, 2023, ~~will have to~~**must** pay the ~~required~~**established** ticket price.-
- Pay **\$12,280.00** to the Town ~~of Eatonville~~ for public safety services ~~no later than~~(police and fire/rescue) **on or before January 20, 2023, a cashier's** ~~by certified cashier's check in the amount of \$12,280.00.,~~ There will be a reconciliation ~~of public safety hours worked~~ after the event and if a credit is due to ~~PEC~~**P.E.C.** (based on the applicable billable rates for public safety employees as quoted in Composite Exhibit "B") then the Town will issue a refund within 30 days after the ~~event-reconciliation.~~ If ~~the reconciliation indicates~~ a balance is due, then ~~PEC~~**P.E.C.** will be notified and will have 30 days ~~thereafter~~ to pay- ~~any additional sums owed the Town.~~ Failure to adhere to the January 20, 2023, deadline ~~for advance payment for public safety services~~ will result in ~~no law enforcement for the event~~ cancellation of this agreement and the Festival itself. See Composite Exhibit "B," the terms and rates of which ~~will then, per the~~are incorporated into and made part of this Agreement, ~~void the agreement which will mean the event cannot be held. See Attachment A.~~

FURTHER CONDITIONS GOVERNING THIS CONTRACT:

- P.E.C. must notify residents on the west side of I-4, via a form of notice pre-approved by Town administration on or before January 20, 2023, regarding:
 1. Festival site location
 2. Hours of operation
 3. Potential noise
 4. Traffic congestion

- P.E.C. and the Town's Police Department will follow the Orange County-approved MOT, which will be implemented by Flash-rite. ~~The Flash-rite will be contracted directly by P.E.C., and the Town shall have no responsibility for directing, supervising or controlling Flash-rite or its personnel in the performance of its contractual obligations to P.E.C. P.E.C. must provide the~~ Eatonville Police Department ~~will have received~~with all appropriate ~~documentations~~documentation regarding the MOT and Flash-rite no later than January 20, 2023. Failure to timely provide this documentation to the satisfaction of the Eatonville Police Department is grounds for the Town's termination of this Agreement and cancelation of the Festival.
- The areas to be designated as "NO PARKING" or "TOW AWAY" zones ("Non-Parking Areas") shall be determined by the Town's Police Department and the Town's Police Department shall direct P.E.C. as to where ~~these~~the appropriate signs ~~should for such areas must~~ be placed ~~since it.~~ It is P.E.C.'s responsibility to properly place the signs.
- If a vehicle is towed for violating the Non-Parking Areas, the vehicle will be towed to the following tow facility: TRL Towing, 605 Ferguson Drive, Orlando, FL 32805; (321-274-5369).-
- P.E.C. shall maintain and provide proof to the Town of a Two--Million--Dollar (\$2,000,000.00) liability insurance policy ~~with~~covering ZORA!® - Outdoor Festival of the Arts and naming the Town of Eatonville ~~named as the co-an additional~~ insured for the duration of the ~~ZORA!~~ Festival. P.E.C. shall provide a true copy of the certificate of insurance to the Town ~~Clerk's~~Clerk's Office no later than January 23, 2023, which is the Monday prior to the first day of the Outdoor Festival of the Arts, Friday, January 20, 2023. 27, 2023. Failure to timely provide this proof of insurance coverage protecting the Town is grounds for the Town's termination of this Agreement and cancelation of the Festival.
- This Agreement cannot be revised, amended, or modified without the written, mutual consent of the parties hereto.
- In the event any term or ~~terms or condition or conditions~~ of this Agreement ~~are~~is ruled illegal or unconstitutional, the Parties agree that those terms and is conditions may be severed from this Agreement, the severed portion or portions shall not invalidate and that the remaining terms and conditions of this Agreement shall remain enforceable between the Parties.
- Any Town employee that works for P.E.C. during the Festival shall be paid directly

by P.E.C. for their services no later than Friday, February 10, 2023, notwithstanding the compensation agreement for public safety officers to be provided by the Town.

- In providing courtesy passes to the Town Council, P.E.C., agrees to observe the guidelines ~~as~~ mandated by Florida Commission ~~of~~ on Ethics, including filing any gift reports as may be required.
- Flash-rite, through its contract with P.E.C., will be responsible for ~~place safeguards~~ the placement of safety cones, barricades, tapes, signs, and precautions ~~other precautionary measures~~ to avoid creating a minimize traffic control ~~hazard~~ hazards during the event.-
- ~~Further~~ P.E.C. agrees to indemnify and hold harmless the Town of Eatonville from all liabilities arising from P.E.C., its employees, servants, agents, representatives or any third party contracted by P.E.C., ~~to perform~~ performing any services or ~~provide material~~ providing any materials to the 34th Annual ZORA!® - Outdoor Festival of the Arts in the Town of Eatonville, Florida. P.E.C.'s indemnification and hold harmless agreement with the Town shall ~~cover attorney's~~ include payment of the Town's attorney's fees and costs at the trial and appellate levels, of an attorney or firm of the Town's own choosing. This paragraph is in addition to P.E.C.'s timely submission to the Town of ~~Eatonville's \$2,000,000~~ P.E.C.'s proof of liability insurance ~~policy~~ as set forth above.
- Any ambiguity or inconsistency found in this Agreement by a court of competent jurisdiction shall be interpreted in favor of the Town of Eatonville. ~~This agreement shall be voided immediately if any portion is not abided to. All parts of this Agreement must be met prior to commencement of the Zora! Festival.~~ Time is of the essence regarding all deadlines contained within this Agreement.

~~Representative~~
~~Association to Preserve~~_____
~~Winfred Chad McKendrick, President~~

~~Town of Eatonville~~_____ **ATTEST:**
~~Eatonville Community, Inc. (P.E.C.)~~

Angie Gardner, Mayor

~~ATTEST:~~

_____ Veronica L. King, Town of Eatonville Clerk

Agreement between
TOWN OF EATONVILLE
&
ASSOCIATION TO PRESERVE THE EATONVILLE COMMUNITY, INC.
(P.E.C.)

Governing the 34th ZORA!® - Outdoor Festival of Arts
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WHEREAS the Historic Town of Eatonville’s Government seeks to brand itself as a community that celebrates black culture and identity and realizes that the ZORA!® - Outdoor Festival of the Arts (sometimes referred to herein as the Festival) is a major factor in accomplishing the overall goal of branding; and

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- Pay **\$12,280.00** to the Town for public safety services (police and fire/rescue) **on or before January 20, 2023, by certified cashier's check.** There will be a reconciliation of public safety hours worked after the event and if a credit is due to P.E.C. (based on the applicable billable rates for public safety employees as quoted in Composite Exhibit "B") then the Town will issue a refund within 30 days after the reconciliation. If the reconciliation indicates a balance is due, then P.E.C. will be notified and will have 30 days thereafter to pay any additional sums owed the Town. Failure to adhere to the January 20, 2023, deadline for advance payment for public safety services will result in cancelation of this agreement and the Festival itself. See Composite Exhibit "B," the terms and rates of which are incorporated into and made part of this Agreement.

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- P.E.C. shall maintain and provide proof to the Town of a Two-Million-Dollar (\$2,000,000.00) liability insurance policy covering ZORA!® - Outdoor Festival of the Arts and naming the Town of Eatonville as an additional insured for the duration of the Festival. P.E.C. shall provide a true copy of the certificate of insurance to the Town Clerk's Office **no later than January 23, 2023,** which is the Monday prior to the first

day of the Festival, Friday, January 27, 2023. Failure to timely provide this proof of insurance coverage protecting the Town is grounds for the Town's termination of this Agreement and cancelation of the Festival.

- This Agreement cannot be revised, amended, or modified without the written, mutual consent of the parties hereto.
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- Any Town employee that works for P.E.C. during the Festival shall be paid directly by P.E.C. for their services **no later than Friday, February 10, 2023**, notwithstanding the compensation agreement for public safety officers to be provided by the Town.
- In providing courtesy passes to the Town Council, P.E.C., agrees to observe the guidelines mandated by Florida Commission on Ethics, including filing any gift reports as may be required.
- Flash-rite, through its contract with P.E.C., will be responsible for the placement of safety cones, barricades, tapes, signs, and other precautionary measures to minimize traffic control hazards during the event.
- P.E.C. agrees to indemnify and hold harmless the Town of Eatonville from all liabilities arising from P.E.C., its employees, servants, agents, representatives or any third party contracted by P.E.C., performing any services or providing any materials to the 34th Annual ZORA!® - Outdoor Festival of the Arts in the Town of Eatonville, Florida. P.E.C.'s indemnification and hold harmless agreement with the Town shall include payment of the Town's attorney's fees and costs at the trial and appellate levels of an attorney or firm of the Town's own choosing. This paragraph is in addition to P.E.C.'s timely submission to the Town of P.E.C.'s proof of liability insurance as set forth above.
- Any ambiguity or inconsistency found in this Agreement by a court of competent jurisdiction shall be interpreted in favor of the Town of Eatonville. Time is of the essence regarding all deadlines contained within this Agreement.

**Association to Preserve Eatonville
Eatonville Community, Inc. (P.E.C.)**

Town of Eatonville

Winfred Chad McKendrick, President

Angie Gardner, Mayor

ATTEST:

Veronica L. King, Town Clerk

34th Annual Zora Neale Hurston Festival of the Arts and Humanities
January 27 – 29, 2023

Outdoor Festival Location Guide

DRAFT#2
11/20/22

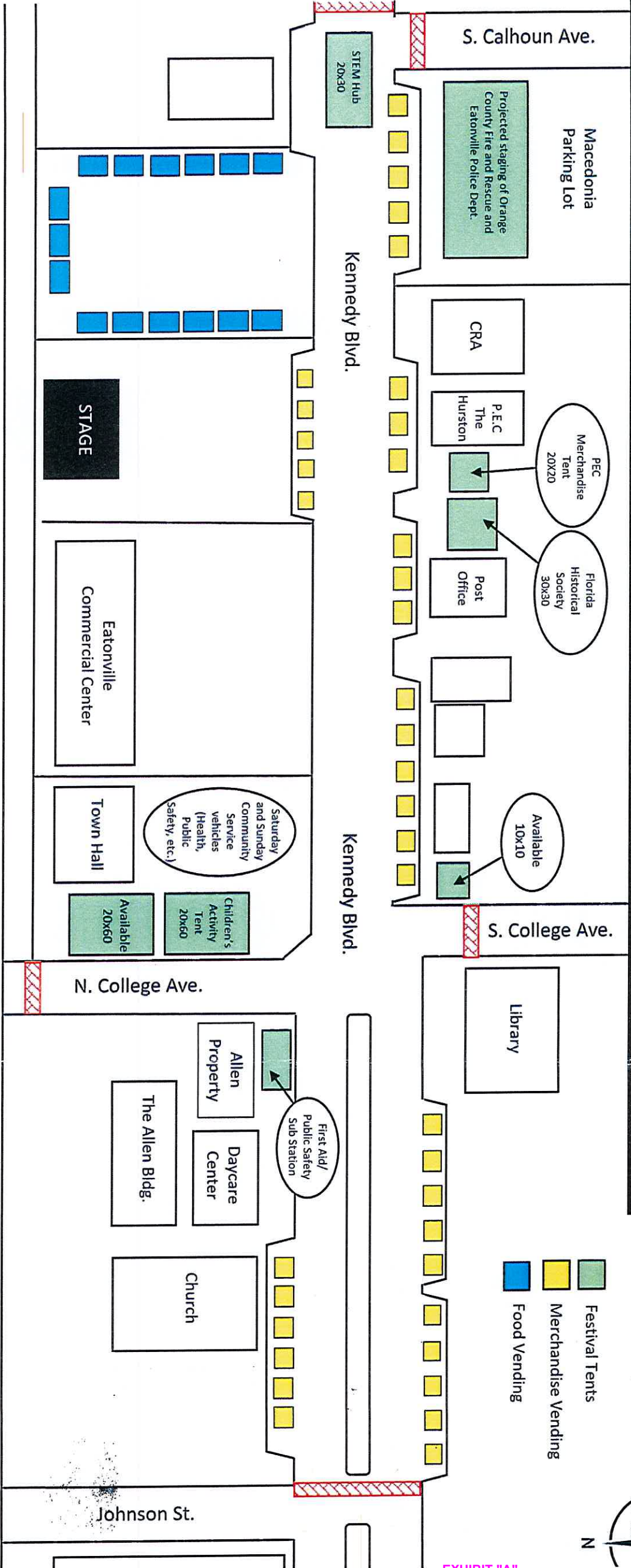


EXHIBIT "A"

MAP CREDIT

Trent Tomengo, Professor of Humanities, Seminole State College of Florida
Member, ZORAI Festival National Planners; Member, ZORAI Festival Academics Committee



TOWN OF EATONVILLE

"The Oldest Black Incorporated Municipality in America"

Section IV. Item #1.



POLICE DEPARTMENT

Date: January 9, 2023
From: Lieutenant Hernandez
Re: Zora 2023

I would like to begin by addressing the questions that were asked in prior emails.

1. The proposal reflects the need for coverage based on not just attendance but on overall safety. Although projected numbers play a factor, on the days where there will be ticket booths collecting money, artist that will be performing and other key locations that will need a dedicated officer, apart from the officers that will be walking the festival grounds.
2. Policy is that it be 1 officer for every 100 people. It is also mandatory that law enforcement be present when alcohol is being served or sold. This is also dependent upon the location of the event and type of event. In certain circumstances the owner of the venue may require more law enforcement coverage to better ensure the safety of the attendees.
3. The evaluation that will be conducted to determine the need to minimize the number of officers that will be present at the festival will be determined by the acting Chief of the Eatonville Police Department in conjunction with the City manager Mr. Randy Singh, Vivian Geary (Zora representative) and myself. This will be done with the safety of festival participants and attendees in mind first and foremost. Crowd size will be a consideration along with any other information received that can compromise the safe execution of the events of the day.
4. All officers will be required to be in attendance and minimizing the numbers as needed. It is easier to send officers home as opposed to calling them in or having them on standby. All efforts will be made to be budget conscious with in reason without compromising safety.



TOWN OF EATONVILLE

"The Oldest Black Incorporated Municipality in America"

Section IV. Item #1.



POLICE DEPARTMENT

5. Overnights were quoted with 3 officers due to a stage who will have its own dedicate security and taking into consideration, officers will need a restroom break and having 1 officer to watch over the whole enclosed space leaves room for something to happen.
6. The use of outside agencies is also needed due to the Eatonville Police Department being low on number of officers from years past. There are locations that need a dedicated officer and currently there aren't enough of my officers to effectively cover the festival safely. The use of outside agencies also requires abiding by there policy and procedure and their manner of hiring their officers off duty, to include their hourly wage.

Overall objective is to have everyone on the same page and have a safe festival, as we have always accomplished. This is a team effort and all decisions made will be conducted in the same fashion.



TOWN OF EATONVILLE

"The Oldest Black Incorporated Municipality in America"

Section IV. Item #1.



POLICE DEPARTMENT

Date: January 9, 2023
From: Lieutenant Hernandez
Re: Zora Proposal

Friday January 27, 2023

Two (2) officers @ \$40 an hour for 9 hours = \$720
Three (3) officers @ \$45 an hour for 9 hours = \$ 1215 (Supervisors)

Total: \$1720

The above is estimated, subject to change based on need.

Saturday January 28, 2023

Three (3) officers @ \$40 an hour for 10 hours = \$1200
Four (4) officers @ \$45 an hour for 10 hours = \$1800 (Supervisors)

Total: \$3000

The above is estimated, subject to change based on need.

Sunday January 29, 2023

Three (3) officers @ \$40 an hour for 6 hours = \$720



TOWN OF EATONVILLE

"The Oldest Black Incorporated Municipality in America"

Section IV. Item #1.



POLICE DEPARTMENT

Four (4) officers @ \$45 an hour for 6 hours = \$1080 (Supervisors)

Total = \$1800

The above is estimated, subject to change based on need.

Overnights

Three (3) officers per night at 12 hours for 4 nights
144 hours @ \$40

Total = \$5760

Total combined = \$12,280

The above is a projected amount. The total is subject to change based on need and overall officers used during festival hours. However, the above projection is not inclusive of use of outside agencies, as their hourly off duty rate may be different and the number of officers that will participate is still unknown.



PUBLIC WORKS DEPARTMENT ▪ TRAFFIC ENGINEERING DIVISION

HUMBERTO CASTILLERO, P.E., PTOE, *Manager*

4200 South John Young Parkway ▪ Orlando, Florida 32839-9205

407-836-7891 ▪ Fax 407-836-7869

e-mail: humberto.castillero@ocfl.net

Section IV. Item #1.

January 18, 2023

Dear Flash-Rite, Inc.

Traffic Engineering - Approved Permit# 23-MOT-04006

Address: **Kennedy BLVD**

Work Description: **FESTIVAL**

APPROVAL PERIOD	ALLOWED LANE CLOSURE
Approved By: Edward Quinn	_____ No lane closure permitted
Permit Start: 01/18/2023	_____ Weekday lane closures from 9am to 3pm
Permit Expires: 01/18/2024	_____ Sunday -Thursday night from 9pm to 6am
	_____ Sunday -Thursday night from 11pm to 6am
	_____ Weekend lane closures - 8am to 5pm
	_____ Pedestrian detour
	_____ Road/closure detour

Information:

.-Road closure/detour is permitted from January 26th at 9am to January 30th at 6am per approved detour plan.

No parking must be enforced on streets utilized for detour

.- (PCMS) Portable Changeable (variable) Message signs must be placed 10 days prior to event. PCMS placement and message shall be field verified by certified FDOT MOT project supervisor. PCMS must be used to notify motorists that East Kennedy Blvd. is closed and vehicles with 3 or more axles are prohibited from local detour route.

If you have any questions, please call or email:

**Edward Quinn - PH:407-836-7898 - edward.quinn@ocfl.net
Mayda Leon - 407-836-7890 - mayda.leon@ocfl.net
Jerald Marks - 407-836-7892 - jerald.marks@ocfl.net**

**Sincerely,
Traffic Engineering MOT Team**



Orange County Traffic Engineering

Temporary Traffic Control (TTC) Requirements

1. Temporary Traffic Control must meet or exceed current FDOT TTC/MOT 102-600 standard plans, Americans with Disabilities Act Accessibility Guidelines and MUTCD specifications.
2. Police officer(s), light towers and County Inspectors are required for night operations requiring lane or road closures.
3. Plastic drums must be used for night operations.
4. TTC plans including detours or barrier wall must be signed and sealed by a licensed engineer experienced in TTC design. Individual must also have advanced FDOT MOT certification.
5. Regulatory speed limits may be reduced by 10mph provided treatment is approved Orange County Traffic Engineering.
6. Orange County may modify lane/sidewalk closure restrictions at any time based on traffic volumes, traffic delays, safety concerns and/or citizen complaints.
7. Work requiring a Right of Way permit must be scheduled with Development Engineering regardless of MOT approval
8. Lane closures are prohibited in inclement weather or on County observed holidays and holiday weekends.
9. Local emergency services, transportation services and schools must be notified via email about road closures and detours 1 week in advance. MOTSubmittal@ocfl.net must be copied on notification email.
10. Lane closures are not permitted 30 minutes before school starts and 30 minutes after dismissal. The contractor is responsible for obtaining local schools bell schedules.
11. Barrier wall is required for open cuts in travel lanes that will not be restored the same day or for open cuts 4' deep or greater within 2ft of open traffic lane.
12. Company personnel must be onsite at all times if above ground hazards and/or drop-off conditions are present if appropriate treatments are not in place.
13. (PCMS) Portable Changeable (variable) Message Signs are required for lane closures lasting more than 2 days on collector roads, arterial roads & highways. PCMS must be placed 10 days in advance to notify the public about construction start dates. Once the projects starts the message must be modified to reflect current roadway conditions. Additional PCMS may be required based on the complexity of the TTC plan. PCM placement and messages shall be field verified by certified FDOT MOT project supervisor.
14. Radar Speed Display Units (RSDU) are required for work on high traffic volumes roadways with a speed limit of 45mph or greater. Orange County reserves the right to add Radar Speed Display Units at any time to improve safety.



Orange County Traffic Engineering

Temporary Traffic Control (TTC) Requirements Continued

15. Lane/sidewalk closure dates within 2 miles of the Convention Center must be approved by Krista Barber. Coordinate schedule with Krista via email at Krista.Barber@occc.net and also copy to MOTSubmittal@ocfl.net. Lane/sidewalk closures are prohibited when the Convention Center is hosting large events. This permit is not valid without written authorization from a Convention Center representative.
16. Only FDOT certified flaggers are permitted on Orange County projects. Flaggers must have FDOT certified card visible at all times during flagging operations.
17. The contractor is responsible for coordinating with adjacent projects and resolving conflicting construction activities/schedules.
18. FDOT MOT certified person (Worksite Traffic Supervisor) requirements
 - The certificate for the actual FDOT certified MOT person onsite daily must be submitted. Reoccurring MOT deficiencies will be fined and the certified FDOT person will be reported to FDOT
 - Must be on site during all set up and take down, and performs a drive through inspection immediately after set up.
 - Must be on site during all nighttime operations to ensure proper MOT.
 - Immediately corrects all safety deficiencies and does not permit minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 24 hours.
 - Must be available on a 24 hour per day basis and present within 45 minutes after notification of an emergency situation and is prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
 - Conducts daily daytime and weekly nighttime inspections of project with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations inspection immediately after set up. Contractor must submit TTC inspection sheet
 - Orange County may replace Worksite Traffic Supervisor at any time.
 - Submit daily/weekly MOT review reports to County inspector

Night Work (Sunday - Thursday) 9PM-6AM		Saturday & Sunday Work 8AM-5PM	
Alafaya Tr.	Bonneville Rd.	Avalon Rd.(requires police)	Conroy Windermere Rd.
Central Florida Pkwy.	Chase Rd.	Ficquette Rd.	Hiawasse Rd.
Lake St.	S. Apopka Vineland Rd.	Kaley St.	Turkey Lake Rd.
Vineland Rd.	W Landstreet Rd.	Reams Rd.	Dr. Phillips Rd.
Orange Av.	Narcoossee Rd.	Rouse Rd.	
University Blvd. (No Closure on UCF Home Game Days) Sand Lake Rd. - Between I-Drive & Apopka Vineland Rd. Boggy Creek Rd. - Between Central FL Greenway & Narcoossee Rd. Winter Garden Vineland - Between Tilden Rd. & Ficquette Rd. West Taft Vineland - 441 to west of John Young W Oak Ridge Rd. - From west of John Young Pkwy. to Winegard Rd. Higher volume intersections - work within 1,000ft of Intersections with high traffic volumes		Lake Underhill Rd. - between Goldenrod & Chickasaw	

Night Work Only; Monday - Thursday 11PM - 6AM	
International Drive Lane/sidewalk closures are prohibited during Convention Center events. Lane/sidewalk closure dates must be approved by Krista Barber with the Convention Center. Coordinate work schedule with Krista via email at Krista.Barber@occc.net and also copy Edward.Quinn@ocfl.net and Mayda.Lyon@ocfl.net on the email. The approved MOT permit is not valid without written authorization from Convention Center representative.	

Details for 23-MOT-04006

- Cancel Inspection(s)





PERMIT INFORMATION:  [View Google Map \(https://maps.google.com?q=E+Kennedy+Blvd.+Maitland+FL+\)](https://maps.google.com?q=E+Kennedy+Blvd.+Maitland+FL+)

PERMIT#	APPLY DATE	NAME	STATUS	ISSUE DATE	EXPIRE DATE
23-MOT-04006	01/11/23	Kennedy BLVD	Issued	01/18/23	01/18/24
TYPE		SUB TYPE		WORK TYPE	
Traffic Engineering		Maintenance Of Traffic (MOT)		Road Closure- Detour	
ADDRESS			PARCEL		
E Kennedy Blvd Maitland FL					
DESCRIPTION					
FESTIVAL					

PEOPLE DETAILS:

TYPE	NAME	ADDRESS
Applicant	Flash-Rite, Inc. (Richard N Champion)	115 Atlantic Dr Maitland Florida 32751 Phone: (407) 834-0408

PERMIT INFORMATION: Collapse All

DESCRIPTION	INFORMATION
 Additional User Info	
Inspector	124249@ocfl.net (mailto:124249@ocfl.net)
 Application Info	
Contact Email (use commas to separate)	ny@preserveeatonville.org (mailto:ny@preserveeatonville.org)
 Application Information	
Fees Waived?	Yes
Feed Waived Reason	OUC Work
 Company Performing Work	
Company Performing Work?	YES
Communication Company ?	NO
Company Name	Association to Preserve the Eatonville Community, Inc. (P.E.C.)
Contact Name	N. Y. Nathiri
Phone Number	4076473307
Email	ny@preserveeatonville.org (mailto:ny@preserveeatonville.org)

DESCRIPTION	INFORMATION
Address	344 East Kennedy Boulevard, Eatonville, Florida 32751-5303
<input type="checkbox"/> E-Submittals	
E-Submittal?	Yes
Allow Uploads?	Yes
<input type="checkbox"/> MOT Certified Person On-Site	
MOT Certified Person On-Site?	YES
Contact Name	JOSEPH OEHLER
Phone number	4078340408
Email	joebler@flashrite.us (mailto:joebler@flashrite.us)
Certificate Level	Advanced
Certificate Expiration Date	08/20/2025
<input type="checkbox"/> Traffic Control Device Supplier	
Traffic Control Device Supplier?	YES
Company Name	FLASH RITE
Contact Name	RICH CHAMPION
Phone number	4078340408
Email	rich@flashrite.us (mailto:rich@flashrite.us)
Address	115 ATLANTIC DRIVE
<input type="checkbox"/> Traffic Engineering Application Information	
Proposed Lane Closure Start Date	01/12/2023
Proposed Lane Closure End Date	01/12/2024
Total Days for Proposed Lane Closure	90
Barrier Wall Required? y/n	NO
Road Closure/Detour Required? y/n	Yes
FDOT MOT Standard Indices	SITE SPECIFIC PLAN
Add weekday lane closures from 9am to 3pm/ Near Schools in session 9am to 2pm (Wed 9AM-1PM)	
Add weekday lane closures from 8am to 4pm	
Add Sunday -Thursday night lane closures - 9pm to 6am	
Add Sunday -Thursday night lane closures - 11pm to 6am	
Add weekend lane closures - 8am to 5pm	
Lane closures are prohibited	
Lane closures modification requests are prohibited	

DESCRIPTION**INFORMATION**

Add pedestrian detours

Add Road closure/detours

Extend day time lane closure hours

Extend night time lane closure hours

Extend permit expiration date

Addition Comments

DOCUMENTS:Search:

DATE	DESCRIPTION	DOC TYPE	FILE TYPE
1/18/2023	TE Permit Form - Report.pdf		
	Project Documentation		
	pdf		

FEE INFORMATION:

FEE DESCRIPTION	FEE AMOUNT	BALANCE
Total:	\$0.00	\$0.00

[Back](#)[Print](#)

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Ver. 6.27.0.1 ([releasenotes.aspx](#))

FLASH-RITE, INC.

115 Atlantic Drive
Maitland, Florida 32751

Section IV. Item #1.

Invoice

Date	Invoice #
1/11/2023	34025-A

Bill To
ASSOCIATION TO PRESERVE THE EATONVILLE COMMUNITY ZORA FESTIVAL 227 E. KENNEDY BLVD. EATONVILLE, FLORIDA 32751-5303

Ship To
ZORA FESTIVAL KENNEDY BLVD ORANGE COUNTY 1-26-23 THRU 1-29-23 ATTN. N.Y. NATHIVI

P.O. Number	Terms	Project
	UPON RECEIPT	ZORA FEST

Description	Quantity	Rate	Amount
ZORA FESTIVAL - 1-26-23 THRU 1-29-23		0.00	0.00
ADVANCED WARNING 14 DAYS PRIOR TO			
2 VARIABLE MESSAGE BOARD X 14 DAYS	28	50.00	1,400.00
8 BARRICADES X14 DAYS	112	0.50	56.00
DELIVERY CHARGES	2	60.00	120.00
PICK-UP CHARGE	2	60.00	120.00
FUEL CHARGE	4	25.00	100.00
MAINTENANCE OF TRAFFIC - ROAD CLOSURE	1	1,500.00	1,500.00
2 VARIABLE MESSAGE BOARD X 4 DAYS	8	50.00	400.00
8 BARRICADES X 4 DAYS	32	0.50	16.00
42 SIGNS, ST. MTD. X 4 DAYS	168	1.00	168.00
22 BARRICADES, TYPE III X 4 DAYS	88	1.00	88.00
20 DRUMS X 4 DAYS	80	0.50	40.00
OPEN UP ROAD	1	100.00	100.00
DELIVERY CHARGES	1	60.00	60.00
PICK-UP CHARGE	1	60.00	60.00
FUEL CHARGE	2	25.00	50.00
ORDERED BY NY			

	Subtotal	\$4,278.00
The above prices do not include labor for lane closure or set-up's unless noted. Flash-Rite, Inc. shall not perform or deemed to perform as at/the "Worksite Traffic" Supervisor (FDOT) specification 102.3.2. Customers are responsible to monitor all closures. There will be a \$50.00 NTO charge that automatically will be billed.	Sales Tax (6.5%)	\$0.00
	Total	\$4,278.00
	Payments/Credits	\$0.00
	Balance Due	\$4,278.00

Phone #	Fax #
407-834-0408	866-941-6695



HISTORIC TOWN OF EATONVILLE, FLORIDA

SPECIAL TOWN COUNCIL MEETING

JANUARY 19 AT 05:30 PM

Cover Sheet

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

ITEM TITLE: Resolution 2023-1 – Approving Land Use of Town Owned Property during the 2023 Zora! Outdoor Festival of The Arts

TOWN COUNCIL ACTION:

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

REQUEST: For Town Council to Approve Resolution 2023-1

SUMMARY: A Resolution of The Town Of Eatonville Town Council Allowing The Association To Preserve The Eatonville Community, Inc. (P.E.C.) As A Part of The 34th Annual Zora Neale Hurston Festival Of The Arts And Humanities - 2023 Zora! Outdoor Festival of The Arts The Use of Land Owned By The Town Of Eatonville.

The Historic Town of Eatonville in partnership with P.E.C. entails ensuring that the Town is considered an internationally recognized cultural heritage tourism destination for the arts and culture from throughout the African Diaspora, with special emphasis on the multi-disciplines as represented in the life and work of Zora Neale Hurston

The Historic Town of Eatonville wishes to inspire its residents, businesses, and visitors by providing a festive atmosphere

RECOMMENDATION: The recommendation is for Town Council to approve Resolution 2023-1

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION #2023-1

A RESOLUTION OF THE TOWN OF EATONVILLE TOWN COUNCIL ESTABLISHING THE SPECIAL EVENT PERIMETER, ALLOWING THE ASSOCIATION TO PRESERVE THE EATONVILLE COMMUNITY, INC. (P.E.C.), THE USE OF LAND OWNED BY THE TOWN OF EATONVILLE AS A PART OF THE 34TH ANNUAL ZORA NEALE HURSTON FESTIVAL OF THE ARTS AND HUMANITIES - 2023 ZORA!® - OUTDOOR FESTIVAL OF THE ARTS, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS The Historic Town of Eatonville, in partnership with P.E.C., desires to ensure that the Town is considered an internationally recognized cultural heritage tourism destination for arts and culture from throughout the African Diaspora, with special emphasis on the multi-disciplines represented in the life and work of Zora Neale Hurston; and

WHEREAS Zora Neale Hurston has popularized the Historic Town of Eatonville as “the Oldest Incorporated African-American Municipality in the United States;” and

WHEREAS the Historic Town of Eatonville wishes to inspire its residents, businesses, and visitors by providing a festive atmosphere; and

WHEREAS the Historic Town of Eatonville’s Government seeks to engage in branding itself as a community that celebrates black culture and identity and realizes that the ZORA!® - Outdoor Festival of the Arts (sometimes referred to herein as the Festival) is a major factor in accomplishing the overall goal of branding; and

WHEREAS the Historic Town of Eatonville has become a literary destination because of the writing of Zora Neale Hurston.

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

SECTION ONE: The Town Council of the Town of Eatonville wishes to support the 34th Annual Zora Neale Hurston Festival of the Arts and Humanities, January 27-29, 2023, and all efforts that seek to draw visitors to this community.

SECTION TWO: The Town Council of the Town of Eatonville will grant use of vacant lot across the street from the Eatonville Community Redevelopment Agency (TOECRA) as a part of the ZORA!® - Outdoor Festival of the Arts “Inventory.”

SECTION THREE: The Town Council of the Town of Eatonville endorses P.E.C.’s coordination with the Eatonville Community Redevelopment Agency (TOECRA) for the use of its external and internal space as P.E.C. facilitates operations. For example, when the V.I.P. Guests and/or Elected Officials arrive on Saturday, P.E.C. can use the ECRA Conference Room as a “Green Room.”

SECTION FOUR: The Town Council of the Town of Eatonville will allow P.E.C. to use the Town Hall Parking Lot on Saturday and Sunday for Public Service/Community Space Booths such as the Blood Bank, Orange County Fire & Rescue, etcetera.

SECTION FIVE: The Perimeter for the ZORA!® - Outdoor Festival of the Arts special event shall be as set forth on Exhibit “A” to this resolution.

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

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

PASSED AND ADOPTED this 19th day of January **2023.**

TOWN OF EATONVILLE

Angie Gardner, Mayor

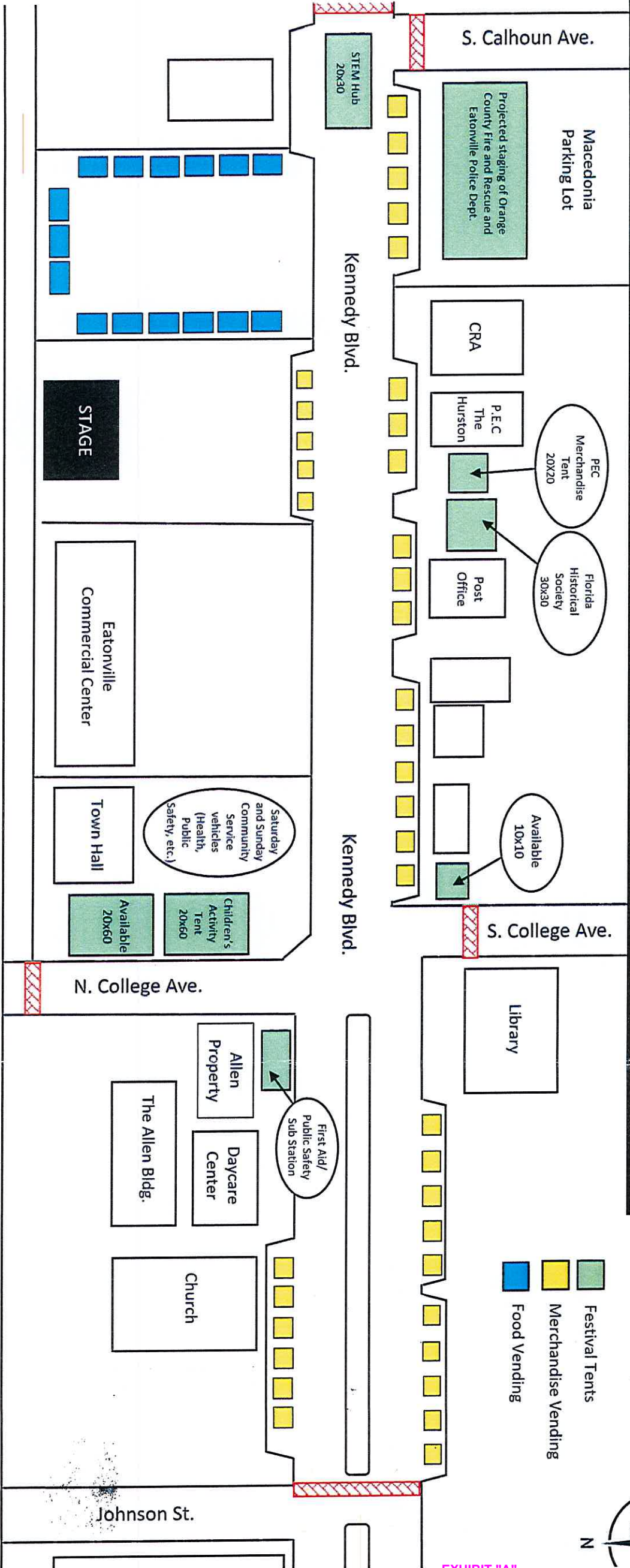
ATTEST:

Veronica L. King, Town Clerk

34th Annual Zora Neale Hurston Festival of the Arts and Humanities
January 27 – 29, 2023

Outdoor Festival Location Guide

DRAFT#2
11/20/22



MAP CREDIT

Trent Tomengo, Professor of Humanities, Seminole State College of Florida
Member, ZORAI Festival National Planners; Member, ZORAI Festival Academics Committee