



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING AGENDA

Tuesday, July 02, 2024, at 7:30 PM

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 – June 18, 2024 (**Clerk Office**)

2. Approval of the Orange County Library System (OCLS) 2nd Renewal of Lease Agreement For Eatonville Library. (**Administration**)

VI. COUNCIL DECISIONS

3. Approval of Reimbursement of Legal Fees (**Legislative**)

4. Approval of Resolution 2024-22 Allowing Use of the Eatonville Community Pool for A Back-To-School Giveaway (**Councilman Tarus Mack**)

VII. REPORTS

CHIEF ADMINISTRATIVE OFFICER'S REPORT

TOWN ATTORNEY'S REPORT

TOWN COUNCIL REPORT/DISCUSSION ITEMS

MAYOR'S REPORT

VIII. 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

JULY 2, 2024, 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 – June 18, 2024,
(Clerk Office)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (CLERK OFFICE) Exhibits: - Council Meeting Minutes, June 18, 2024, 7:30 p.m.
PUBLIC HEARING 1 ST / 2 ND READING		
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Approval of meeting minutes for the Town Council Meeting held on June 18, 2024, at 7:30 p.m.

SUMMARY: The Town Council Meeting was held on the 3rd Tuesday, June 18, 2024, at 7:30 p.m. Minutes were transcribed from the audio archive for approval for the public records.

RECOMMENDATION: Approval of June 18, 2024, Town Council meeting minutes.

FISCAL & EFFICIENCY DATA: N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR COUNCIL MEETING
MEETING MINUTES

Tuesday, June 18, 2024, at 7:30 PM

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

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

CALL TO ORDER AND VERIFICATION OF QUORUM:

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

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

STAFF: (6) Veronica King, **Town Clerk**, Clifford Shepard, **Town Attorney**, Officer Stanley Murray, **EPD**, Valerie Mundy, **Public Works Director**, Katrina Gibson, **Finance Director**, Cobbin McGee, **Planner**, (**Absent:** Demetrius Pressley, Chief Administrator Officer)

INVOCATION AND PLEDGE OF ALLEGIANCE:

Rev. Critton led the Invocation followed by the Pledge of Allegiance **Note:** Keep Mr. Pressley in your prayers

APPROVAL OF THE AGENDA:

Mayor Gardner Motions to **APPROVE** the meeting agenda adding two discussion items, a question to legal and explanation of Resolution 2024-19 being added to the consent agenda; **Moved** by Councilwoman Randolph; **Second** by Councilman Daniels; **AYE: ALL, MOTION PASSES.**

PRESENTATION/RECOGNITIONS - Mayor Gardner announced that she will forgo the reading of the Juneteenth Proclamation until Wednesday, June 19, 2024, during the proclamation signing for Juneteenth Day at 6:30pm.

CITIZEN PARTICIPATION - (6)

Darrell Gray – Chapter Vice President representing the Afro American Historical Genealogical Society Central Florida Chapter (Chapter President was present), member of the Dorothy Turner Johnson Orlando branch of the Association for the Study of African American Life and History (Founders of Black History Month), and acknowledged collaborative goal serving as stakeholders in the Eatonville community; Announced the Veterans Expo event in collaboration with Chief Murray honoring veterans and will providing resources and connecting information on claims, benefits and more (June 29, 10am-2pm), the title sponsors are the town of Eatonville, Veterans Administration, the National Association of Black Military Women, the National Association of Black Veterans, the African American Historical Genealogical Society, American Legion Post 331 (20 participating sponsors), free with refreshments to veterans and their families; request to submit a resolution for council approval (Emancipation Day), to be an annual commemoration starting next year (2025) in collaboration with the Juneteenth celebration, will enhance the efforts of Juneteenth and Founder’s Day.

Cathy Mills – (318 Greensend Street) – having issues with the septic with the town, requesting for the town to put the septic tank and water to the front of the road, been paying sewage up until April 2024 while having a septic, not asking for money but want to the problem to be fixed (need help), there is water, but the sewage is not working well,

Nicholas O'Hara – (41 Lincoln Ave.) lived in the town for 43 years, been paying for a service that has not been provided, no one has come to talk about the situation as stated in a previous meeting, request for someone to come and speak with him about the matter.

Joyce Irby- Yielded Time To Nia William-Brown

Julian Johnson - Yielded Time To Nia William-Brown

Nia Williams-Brown – Addressing the citizens and leadership about working together as a community; being historic people, generational culture is passed down in a way that is sustainable; value the taxpayers who provided safety from the storm as a person in need; being a mother who is acting on good faith (to prevent homelessness) is being retaliated against by those that are housed by predatory individuals under organizations and sanctioned people to include a former council member and board member to Help CDC; doing the best to serve historic people who do not know how to serve themselves; value the money that is invested not knowing where it's going, but having good faith that it's working on your behalf; demanding impactful engagement in the community; when trusted with assets, secure them; have used sweat equity to educate to prevent danger from those that are safeguarded by government policy and nonprofit nonsense, am here on the behalf of the people of Eatonville who made the sweat equity, incorporated, and now the same corporation is using blind spots of high education to hold us in an endangered place; intend to be impactful; ask of the council to use the resources to hold former leaders in place, to access real estate, intellectual property, and the bio data of the people here, gave thanks Councilwoman Randolph for offering whatever she could and St. Lawrence Church for willingly opening their doors to provide somewhere to meet outside of predatory places; Andrew Scott needs security, it is not a lot to ask for assistance with utilities and toiletries; this is a unique place, it is in the best interest to make sure you (Council) have time to comprehend the unique position that you have been elected.

COUNCIL DISCUSSIONS:

Ethics Complaint Filed on former CRA Chair Gardner – Question to legal about whether this matter is a CRA or town discussion; it is a counsel item because counsel has the obligation to consider and make findings regarding reimbursement, it is a CRA board action that was the result of the complaint, but the non-council members don't have funding authority making it an town council issue; in considering a possible reimbursement, the two criteria required were whether you were acting in your official role as the chairman of the CRA board and did your action serve a public purpose, the recommendations of the advocate and the sufficient information in the report indicates that both criteria are true; it is appropriate to have the discussion, make the findings, and make a motion; Attorney Jackson laid out the case law and the attorney general opinion accurately; when any elected official is charged with either a crime, an ethics violation, or anything that provides legal jeopardy of any kind it is based on common law and have a right to reimbursement if it meets the two tests (criteria); In this case, an ethics complaint was filed in regards to acting as the CRA chair, following the resolution that was approved, in doing so it was stated that there was a misuse of position by paying by authorizing, a payout to occur without the payment coming back before the CRA board, the investigation concluded that there was no probable cause, the board did based on the approval of the resolution authorize payment. (Final Order). Based on the preliminary investigation of this complaint and the recommendations of the commissions advocate, the Commission on Ethics finds there is no probable cause to believe the respondent while serving as Chairman of the Board of Directors of the Town of Eatonville, Community Redevelopment Agency violated Section (FS112.3136), Board of Statutes, by authorizing the issuance of a payment as severance pay to the former Executive Director of the Town of Eatonville CRA. Accordingly, this complaint is dismissed with the issuance of this public report, ordered by the State of Florida Commission on Ethics meeting in the Executive Session on Friday, June 7; a lawyer was retained, travel and lodging expenses was incurred, the request is for the cost to be paid (reimbursed) by the complainant or by the preparer of the resolution. It is requested that this item be tabled until the next meeting (Randolph), it is a discussion only and do not have all the appropriate information; when a person has a contract, you have to abide by it, when you terminate a person, the contract says you pay them out of what you owe them; it is up to the board to reimburse if desired, do support the reimbursement

(Washington); there is a floor statute (FS215.4254A) that says that you are entitled to a certain amount, not the whole contract to prevent people from approving a contract (golden parachutes) that may hurt the town; the contract was not vetted; because it was determined that the chair was acting in a professional capacity and there was good reason to do it that was not outside the scope of authority or job responsibility to the public, the motivations was not corrupt, according to the report, not to do ill to the town or anybody else in a non-legal way. Still request an investigation, according to Resolution 2022-28, Section 1, Town Council of Tallahassee will designate that all checks issued by the CRA have two signatures, this would be a separate issue; request the transcripts before making a decision (Daniels); the first meeting in July is a reasonable time to make a decision.

Resolution 2024-19 being added to the consent agenda – Mr. McGee explained back in March the Florida Office of Floodplain Management, conducted an assessment and identified procedural concerns, to address the concerns a resolution had to be prepared and passed. The resolution contains facts and figures that are unique to Eatonville, in passing the resolution, with the performance measures will put the town back in compliance with the National Flood Insurance Program, will allow for homes that are in a special flood hazard area to maintain eligibility for flood insurance; an application will need to be completed to receive a floodplain certificate; cannot support a 10 page document to be completed for a new construction within a flood area (Washington); the paperwork is produced and required by the National Flood Insurance Program and the State Office of Floodplain Management; there are code floodplain administration procedures, when the state office assessed and identified procedural concerns, efforts were put in order to ensure things needed to maintain compliance; what was in place before (Washington); it is necessary to be in compliance.

APPROVAL CONSENT AGENDA: Mayor Gardner Motions to APPROVE Consent Agenda;
COMMENTS: Approving the Town Council Meeting Minutes for June 4, 2024, and Resolution #2024-19, Approving Floodplain Management NFIP Performance Measures; **Moved** Councilman Daniels; **Second** Councilwoman Randolph; **AYE:** Councilwoman Wanda Randolph, Councilman Rodney Daniels, Mayor Angie Gardner; **NAYE:** Vice Mayor Theo Washington; **MOTION PASSES.** **Notes:** Mayor Gardner inquired about an explanation to why Resolution 2024-19 was placed on the consent agenda, Mr. McGee was called forth to give explanation and answer questions.

COUNCIL DECISIONS: No Council Decisions

REPORTS:

CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley – NO REPORT

ATTORNEY: Clifford Shepard – Gave an update on Form 6 (Financial Disclosure) is on hold and is no longer required to be completed by elected officials. Elected officials will go back to submitting Form 1 (By July 1, 2024) for their Financial Disclosure requirements; it was ruled that Form 6 violated the constitution; it is also not enforceable to candidates. planning to run for office, at least until that injunction is lifted or there is a final decision, the answer would be no; town clerk confirmed that an email was sent to council communicating the change.

TOWN COUNCIL REPORT/DISCUSSION ITEMS-

Councilman Rodney Daniels – Acknowledged the public comments of Darrell Gray, information should have been a presentation that would afford more time; request transcript from the ethic complaint; for Mr. Pressley and Mr. McGee, Mr. English does not have an update about the property he is trying to purchase, can he get it or not; requesting for Mr. McGee or Mr. Pressley to send an email to Mr. English informing him on his rights on purchasing the property; Mr. English is disappointed on the lack of communication; addressed the need to give attention to the speed bumps, need ones that do not tear up your vehicle.

Councilwoman Randolph – Discussed code enforcement issues within the lake Lovely quadrant, showed pictures pertaining to an Airbnb property, a property in deplorable condition with junk cars, trash, a dwelling that has a car wash, junk cars parked under trees; must be better and would like to know what is being done; items specific to the town’s logo and code enforcement is pending response and follow up, Mayor Gardner will get with Mr. Pressley; request updates on Founder’s Day, Mayor Gardner will bring to Council once updates are available; inquired about the street sweeper, there are leaves and trash on the streets; there are complaints about the air condition system at the Denton Johnson Center, with the rates that are charged, people deserve better; acknowledged the Juneteenth events to include the festival, very nice.

Vice Mayor Theo Washington – Acknowledged the Juneteenth events to include the gala, very nice, Happy Juneteenth.

Town Clerk – Have flyers for the Juneteenth activities available (June 14-19, something each day); copies of the presentation on the impact fees are also available; TexMyGov. have officially launched as of June 3rd, there is an information page on the town’s website, text Eatonville to 91896 to be added to the distribution, it offers two-way interaction with your government where you can report issues, find answers, get in touch with staff, get assistance through our text, text to 407-995-TEXT to connect with administration, can also call the information line at 407- 623-8916 to stay informed about happenings in the Town of Eatonville, or call the clerk’s office.

MAYOR’S REPORT - Mayor Angie Gardner – Thanks to Chief Murray for coordinating the upcoming Veterans Expo; husband was approach by a representative for veteran benefits and it was the best thing for him; the Veterans Expo will be great benefit to veterans and their families; acknowledged the Juneteenth events, looking forward to tomorrow’s event at 6:30pm (Signing of the Proclamation), it was an honor to receive the Community Legion Award; tomorrow (June 19) at 11am there will be a press conference for the town hall being a site for early voting; condolences to Mr. Pressley, his wife, and family; talk about the ten ways to communicate in the town

ADJOURNMENT Mayor Gardner Motions for Adjournment of Meeting; **Moved** by Councilman Daniels; **Second** by Councilwoman Randolph; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:50 P.M.**

Respectfully Submitted by:

APPROVED

Veronica L King, Town Clerk

Angie Gardner, Mayor



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL WORKSHOP
JULY 02, 2024, 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 Orange County Library System (OCLS) 2nd Renewal of Lease Agreement For Eatonville Library. **(Administration)**

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION Exhibits: <ul style="list-style-type: none">• 2nd Renewal of Library’s Lease Offer• Amended & Restated Lease Agreement w/ OCLS (Last Renewal 2019)
INTRODUCTIONS		
CONSENT AGENDA	YES	
COUNCIL DISCUSSION		
ADMINISTRATIVE		

REQUEST: The Administration request review of OCLS 2nd Renewal of Lease Agreement for Eatonville Library.

SUMMARY: The administration is requesting council discussion and direction of staff to move forward with accepting the new agreement with the Orange County Library System (OCLS) for the operation of the Eatonville Library. As you know, the Eatonville Library has been a cornerstone of our community for many years, providing essential resources and educational opportunities for residents of all ages. The current lease agreement with OCLS is due to expire on December 18, 2024.

The proposed new agreement, in the exhibits for your review, outlines the terms and conditions for OCLS to continue operating the Eatonville Library for an additional 15 years. The key points of the agreement include:

- **Monthly Rent:** An increase in the monthly rental fee from the current \$5,047 to \$6,047 for the first five years, followed by graduate increases to \$7,047 and \$8,047 in the subsequent five-year terms.
- **Extension Options:** The agreement includes the option for two, five-year extensions, potentially extending the lease through December 17, 2039.
- **Library Operations:** OCLS will continue to be responsible for all aspects of library operations, including staffing, materials selection, programming, and maintenance of the facility.

This new agreement offers several benefits for the Town of Eatonville, **Financial Stability:** The increased rental fees will provide the Town with a more stable and predictable source of revenue. **Continued Library Services:** Residents will continue to have access to a high-quality library with a wide range of resources and programs. Staff is confident that this agreement will ensure the continued success of the Eatonville Library for many years to come.

RECOMMENDATION: Staff recommend the approval of the OCLS 2nd Renewal of Lease Agreement for Eatonville Library.

FISCAL & EFFICIENCY DATA: Funds collected from lease agreements are placed in the general fund revenue account (Library Lease) 001-366-0001.



STEVEN POWELL Library Director/Chief Executive Officer

Via E-Mail: dpressley@townofeatonville.org

May 8, 2024

Mr. Demetris Pressley, CSM
Chief Administrative Officer
Town of Eatonville
307 East Kennedy Boulevard
Eatonville, FL 32751

Re: 2nd Renewal of Library's Leased Premises 200 E. Kennedy Blvd, Eatonville, FL 32751.

Mr. Pressley:

Thank you for your letter of April 22, 2024 regarding the proposed renewal of the above mentioned lease. The requested rental adjustment from \$5,047/month to \$6,547/month is a 29.7% increase. However, the requested increase is not in line with increases from our commercial nor government lessors that our Board of Trustees have previously approved.

The Town and the Library have been great partners over the last 20 years and we are interested in reaching a mutually beneficial agreement that both of our boards would be comfortable approving.

To that end, we are offering the following counter-offer:

- For the period December 18, 2024 thru December 17, 2029 the monthly rental would be \$6,047.00, or a 19.8% increase, which is more in line with our other leases renewal rates.

Also, we propose to add two (2) five (5) year extension periods, which would extend the lease through December 17, 2039, with the following monthly rental rates:

- For the period December 18, 2029 thru December 17, 2034 the monthly rental would be \$7,047.00 (a 16.5% increase).
- For the period December 18, 2034 thru December 17, 2039 the monthly rental would be \$8,047.00 (a 14.2% increase).

Note: All of the other terms in the lease would remain the same.

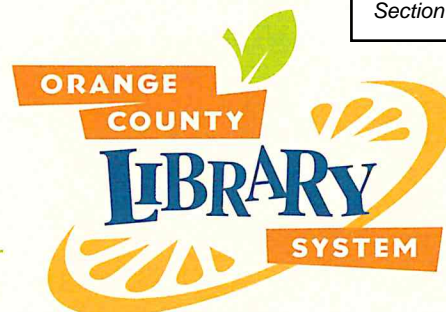
Please let us know if the proposed counter-offer and lease extension is acceptable. We are available to meet and discuss at your earliest convenience.

You may contact me at 407-835-7314 or via e-mail at shoemaker.kristopher@ocls.info if you have any questions.

Best Regards,

Kristopher Shoemaker

Kristopher S. Shoemaker
CMA, CGFO, CHAE, CHTP, CPFIM
Chief Financial Officer



MARY ANNE HODEL Library Director/Chief Executive Officer

VIA E-Mail: cwilliams@townofeatonville.org

September 20, 2019

Ms. Cathlene A. Williams
Town Clerk
City of Eatonville, Florida
307 E. Kennedy Blvd
Eatonville, FL 32751

Re: Renewal of Library's Leased Premises 200 E. Kennedy Blvd, Eatonville, FL 32751

Dear Ms. Williams:

The Orange County Library District (Library) elects the first of its two (2) options to renew its Lease of 200 East Kennedy Blvd, Eatonville, FL 32751 (aka Eatonville Branch Library) for an additional five (5) year period beginning December 18, 2019 with the same rental amount of \$5,047.00 per month for the approximately 6,600 square foot facility and the same terms and conditions contained in the original Lease.

The original Lease was entered into on December 17, 2004 between the City of Eatonville, Florida as Lessor and the Library as the tenant for an initial period of fifteen (15) years. The Lease provides for two (2) extensions of five (5) years per extension. Enclosed are applicable sections of the Lease, including section 3 Term and Use and section 4 Rental.

Please advise what would be the next steps to extend the Lease. You may contact me at 407-835-7314 or via e-mail at shoemaker.kristopher@ocls.info if you have any questions.

Sincerely,

Kristopher S. Shoemaker
CMA, CGFO, CHAE, CHTP, CPFIM
Chief Financial Officer

AMENDED AND RESTATED

LEASE AGREEMENT

between

TOWN OF EATONVILLE,
a Florida municipal corporation,

LESSOR

and

ORANGE COUNTY LIBRARY SYSTEM,
a public agency of the State of Florida

LESSEE

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	“A” LEGAL DESCRIPTION	
	“B” SITE PLAN	
	“C” BUILDING SPECIFICATIONS	

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Lease") made this ____ day of October, 2004 between the Town of Eatonville, hereinafter "Lessor", and the Orange County Library System, hereinafter "Lessee".

RECITALS:

- A. Lessor and Lessee are the parties to a Lease Agreement ("Lease Agreement") dated June 1, 1999.
- B. Lessor and Lessee are the parties to a Lease Amendment ("Lease Amendment") dated April 6, 2004.
- C. Lessor and Lessee desire to further amend the Lease Agreement and to amend and restate the Lease Agreement in its entirety as more particularly set forth herein.

WITNESSETH:

That in consideration of the premises and of the sums of money to be paid hereunder, the parties hereto agree as follows:

- 1. NOVATION: The recitals set forth in Paragraphs A through C above are true and correct and are incorporated herein by reference. This Lease supercedes and replaces the Lease Agreement and Lease Amendment.
- 2. DESCRIPTION OF PREMISES: Lessor does hereby lease and demise unto Lessee and Lessee does hereby hire and take from Lessor certain real property located at the southwest corner of Kennedy Boulevard and College Street in the Town of Eatonville, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

The design of the building and related specifications will be mutually agreed upon by the parties, consistent with the site plan attached hereto as Exhibit "B" and incorporated herein by reference. However, the Building Specifications shown in Exhibit "C" will be incorporated into said design and specifications. Lessor will be responsible for preparation of formal building plans and specifications, construction of the building in accordance with applicable building codes, and all associated costs including impact fees. Lessee's written approval of building plans and specifications is required before commencement of construction. The size of the building is to be approximately 6,600 square feet, including a 840 square foot meeting room. Upon completion of the Premises, Lessor will provide Lessee with a set of "as built" building plans and specifications.

The real property described in Exhibit "A", the 6,600 square foot building to be constructed thereon, and any related improvements shall be referred to as the "Premises".

3. TERM AND USE: The initial term of this Lease shall be for a period of fifteen (15) years commencing on the later of the issuance of a Certificate of Occupancy to Lessor or the tendering of the Premises from Lessor to Lessee (the "Commencement Date") and continuing for a period of fifteen (15) years. Lessee shall have the option for two additional five (5) year terms. Any holding over by Lessee after the expiration of the initial term and any optional periods shall be construed to be a tenancy from month to month at a rental in the same amount as that in effect immediately prior to such expiration, and the terms and conditions herein specified shall remain in full force and effect. The Premises shall be used for a public library with approximately eight hundred forty (840) square feet for a meeting room with separate access (the "Meeting Room").

4. RENTAL: Lessee agrees to pay during each year of the initial term of this Lease the sum of Sixty Thousand Five Hundred Sixty-Four Dollars (\$60,564.00). Said sum shall be payable in equal monthly installments of Five Thousand Forty-Seven Dollars (\$5,047.00), in advance, on the first day of each month, without notice or demand. Rents for partial months shall be prorated. Rents shall be paid at the office of Lessor or at such other place as Lessor may designate in writing. The rental rates for the optional terms are subject to negotiation.

5. MAINTENANCE BY LESSEE: Except as set forth in Paragraph 10 below, Lessee shall take good care of the Premises at its sole cost and expense, make all repairs thereto, as and when needed to preserve them in good working order and condition, including without limitation all damage to the Premises shall be restored or replaced or repaired promptly by Lessee at its sole cost and expense.

6. MAINTENANCE BY LESSOR: Lessor shall provide a one-year warranty, from the Commencement Date, on the Premises, and be responsible for all maintenance and repairs during this first year. During the entire term of this Lease, Lessor shall be responsible for providing termite protection and repairing any related termite damage. Lessor shall also be responsible for maintenance and repair of the parking lot for the entire term of this Lease.

7. ALTERATIONS: Lessee shall have the right to install partitions, equipment and other fixtures on the Premises and to make such other modifications thereto as Lessee's needs require, PROVIDED, however, that Lessee shall make no structural alterations or modifications to the structural portion of the Premises without first securing the prior written consent of Lessor. All permanent partitions, air conditioning and heating equipment and light fixtures shall, upon the expiration or termination of this Lease, remain the property of Lessor regardless of the manner in which the same may be attached to the Premises; PROVIDED, however, that Lessee shall restore the Premises to the same condition it was in at the beginning of this Lease, reasonable wear and tear excepted. At the expiration or termination of this Lease, Lessee shall remove Lessee's goods and effects and shall surrender the Premises in good repair and condition, with reasonable wear and tear excepted. In the event that such removal from the Premises results in damage thereto, Lessee shall pay the full cost of any repairs necessitated thereby.

8. PAYMENT FOR UTILITIES: Lessee shall pay all gas, electric, telephone, and other utility bills rendered against or charged on the Premises.

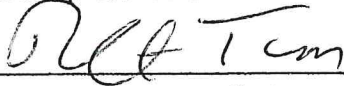
22. **DELAYED REPAIRS:** In the event that either party does not make the repairs to the Premises required of it hereunder, the other party, after fifteen (15) days written notice to the responsible party of such nonperformance, may proceed with such repairs and in such event the responsible party covenants and agrees to reimburse promptly the performing party for the cost of such repairs.

23. **PROJECT NAME:** The parties agree that the Premises shall be known as the Orange County Library System Eatonville Branch at Zora Neale Hurston Square, and signage shall be:

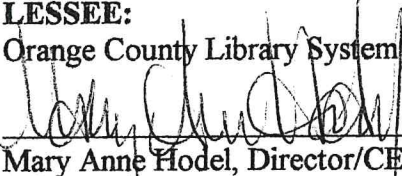
Orange County Library System
Eatonville Branch
Zora Neale Hurston Square

IN WITNESS WHEREOF, the parties hereto have signed this Lease as of the day and year first above written,

Signed, sealed and delivered
In the presence of:




Robert Tessier
As to Lessee

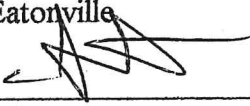
LESSEE:
Orange County Library System


Mary Anne Hodel, Director/CEO

In the presence of:



Town Clerk
As to Lessor

LESSOR:
Town of Eatonville


Anthony Grant, Mayor



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JULY 2, 2024, AT 07:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Reimbursement of Legal Fees (**Legislative**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> Reimbursement Summary Memo Invoices/Billings Townplace Suites Receipt Google Maps Travel Distance Page w/ Calculation
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Request for approval of reimbursement of legal fees.

SUMMARY: In an ethics complaint filed by Councilwoman/Director Wanda Randolph, it was alleged that Mayor Angie Gardner, while serving as the Chair of the Town of Eatonville Community Redevelopment Agency (TOECRA), corruptly misused her public position; thus, violating Section 215.425, Florida Statutes. On June 7, 2024, the State of Florida Commission on Ethics concluded that the complaint showed “no probable cause” and dismissed the case. As a result of this investigation, personal funds were spent to retain a lawyer as representative of the mayor and then, TOECRA Chair Angie Gardner. Because there was no probable cause, the case was dismissed, payout was made at the opinion of legal representatives at the time, reimbursement of the funds is being requested. It was also during this time that every effort was being made to have TIF funds released back to the TOECRA and this matter may have jeopardized the release of those funds and therefore caused further delay in creating programs that would help the citizens in the town.

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

FISCAL & EFFICIENCY DATA: 001-0511-511.5900 Miscellaneous Expenses for the Reimbursement

memo

Reimbursement Summary

To: Town Council
From: Former TOECRA Chairwoman Gardner
Date: July 2, 2024
Re: Reimbursement of Fees



Comments: For your review, please find a summary of the legal fees, hotel stay, and travel expenses associated with Ethics Complaint Number 23-195. \$2,513.71

TOTAL REQUESTED FOR REIMBURSEMENT TO A GARDNER: \$1,733.71

CURRENT BALANCE DUE TO ATTORNEY HERRON: \$780.00

LEGAL FEES:

Sep 1 -2 '23	\$120.00	PAID 9/13/23
Sep 6, '23- Nov 17, '23	\$150.00	PAID 12/18/23
Dec 3, '23 – Feb 10, '24	\$900.00	PAID 3/13/24

Reimbursement \$1,170.00

Mar 29, '24 – June 12, '24 \$780.00 DUE NOW

HOTEL STAY REIMBURSEMENT:

Towneplace Suites	\$212.63	Feb 7 – Feb 8, '24
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TRAVEL REIMBURSEMENT: \$351.08 Feb 7 – Feb 8, '24
 (262 miles from Eatonville to Tallahassee @ .67/mile)

MESSER CAPARELLO, P.A.
2618 CENTENNIAL PLACE
TALLAHASSEE, FLORIDA 32308
TELEPHONE (850)222-0720
E.I.N. 59-2921100

ANGIE GARDNER
307 EAST KENNEDY BLVD.
EATONVILLE FL 32751

Page: 1
09/07/2023
Account No: 6371-27679
Invoice No: 496979

ETHICS 23-056

Fees

			Hours	
09/01/2023	MH	Received telephone call from Cliff Sheppard re Ethics complaint / potential representation; received telephone from Angie Gardner re same / Ethics Commission complaint procedures;		
09/02/2023	MH	Reviewed Ethics Complaint 23-195; prepared email memoranda to Angie Gardner re same / legal sufficiency / representation; reviewed email memorandum to Angie Gardner re same;	0.40	
		For Current Services Rendered	0.40	120.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
MARK HERRON	0.40	\$300.00	\$120.00

Total Current Work	120.00
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Balance Due	<u>\$120.00</u>
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Please Remit	<u>\$120.00</u>
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ALL INVOICES DUE UPON RECEIPT.
TO PAY ONLINE USE THE FOLLOWING LINK:
<https://messercaparello.securepayments.cardpointe.com/pay?total=0.00>
THANK YOU FOR YOUR PROMPT PAYMENT.

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ANGIE GARDNER
307 EAST KENNEDY BLVD.
EATONVILLE FL 32751

Page: 1
12/11/2023
Account No: 6371-27679
Invoice No: 497804

ETHICS 23-056

Fees

09/06/2023	MH	Prepared letter to Kerrie Stillman (Ethics) re representation;	Hours 0.20	
11/17/2023	MH	Prepared for and conferred by telephone with Angie Gardner re status / developments / strategy (public records request);	0.30	
		For Current Services Rendered	0.50	150.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
MARK HERRON	0.50	\$300.00	\$150.00

Total Current Work	150.00
Previous Balance	\$120.00

Payments

09/13/2023	Payment Received, Thank You.	-120.00
Balance Due	<u>\$150.00</u>	
Please Remit	<u>\$150.00</u>	

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Section VI. Item #3.

ANGIE GARDNER
307 EAST KENNEDY BLVD.
EATONVILLE FL 32751

Page: 1
03/11/2024
Account No: 6371-27679
Invoice No: 498729

ETHICS 23-056

Fees

			Hours
12/03/2023	MH	Prepared email memoranda to Angie Gardner re draft public records requests; reviewed email memoranda from Angie Gardner re same;	0.10
01/19/2024	MH	Returned telephone call to Bob Malone (Ethics) re scheduling investigative interview; prepared email memorandum to Angie Gardner re same;	0.20
01/26/2024	MH	Conferred with Bob Malone (Ethics) re status investigative interview;	0.10
02/01/2024	MH	Received telephone call from Bob Malone (Ethics) re status of Angie Gardner / investigative interview;	0.10
02/02/2024	MH	Prepared email memorandum to Angie Gardner re investigative interview;	0.10
	MH	Prepared email memoranda to Angie Gardner re scheduling investigative interview; reviewed email memoranda from Angie Gardner re same;	0.30
02/03/2024	MH	Reviewed email memoranda from Angie Gardner re scheduling investigative interview; prepared email memoranda to Angie Gardner re same; prepared email memorandum to Bob Malone (Ethics) re same / February 8, 2024 @10:00 a.m.;	0.30
02/05/2024	MH	Received email memorandum from Bob Malone (Ethics) confirming time of February 8, 2024 @10:00 a.m. investigative interview; reviewed email memorandum from Angie Gardner re same / place to stay; prepared email memorandum to Angie Gardner re same / confirming time of February 8, 2024 @10:00 a.m. investigative interview;	0.30
02/08/2024	MH	Prepared for and attended investigative interview; conferred with Angie Gardner re same;	1.40
02/10/2024	MH	Reviewed email memoranda / text message from Angie Gardner re circumstances of termination of Michael Johnson / draft	

ANGIE GARDNER

Section VI. Item #3.

Account No: 6371-27679
Invoice No: 498729

ETHICS 23-056

	Hours	
termination letter - review by CRA attorney; prepared email memorandum to Bob Malone (Ethics) re same;	0.50	
For Current Services Rendered	3.40	900.00

	Recapitulation	Hours	Rate	Total
<u>Timekeeper</u>				
MARK HERRON		0.40	\$0.00	\$0.00
MARK HERRON		3.00	300.00	900.00

Total Current Work	900.00
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Previous Balance	\$150.00
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Payments

12/18/2023	Payment Received, Thank You.	-150.00
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Balance Due	<u>\$900.00</u>
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Please Remit	<u>\$900.00</u>
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Section VI. Item #3.

ANGIE GARDNER
307 EAST KENNEDY BLVD.
EATONVILLE FL 32751

Page: 1
06/11/2024
Account No: 6371-27679
Invoice No: 499637

ETHICS 23-056

Fees

			Hours	
03/29/2024	MH	Reviewed correspondence from Millie Fulford (Ethics) re Report of Investigation / probable cause hearing; reviewed Report of Investigation; prepared email memorandum to Angie Gardner re Report of Investigation / probable cause hearing;	0.40	
04/01/2024	MH	Reviewed email memoranda from Angie Gardner re response to Report of Investigation; prepared email memorandum to Angie Gardner re same;	0.10	
05/03/2024	MH	Reviewed correspondence from Millie Fulford (Ethics) re Advocate's Recommendation / probable cause hearing; reviewed Advocate's Recommendation; prepared email memorandum to Angie Gardner re same / probable cause hearing;	0.40	
05/07/2024	MH	Prepared Response to Advocate's Recommendation; prepared email memorandum to Millie Fulford (Ethics) re same;	0.20	
05/22/2024	MH	Reviewed email memoranda from Millie Fulford (Ethics) re rescheduling start of June 7, 2024 probable cause hearing from 10 a.m. to 9 a.m.; conferred by telephone with Millie Fulford re same; prepared email memorandum to Millie Fulford re same; reviewed revised hearing notice; prepared email memoranda to Angie Gardner re same; reviewed email memoranda from Angie Gardner re same;	0.30	
06/07/2024	MH	Prepared for and attended probable cause hearing; prepared email memorandum to Angie Gardner re same;	1.00	
		For Current Services Rendered	2.40	720.00
Recapitulation				
<u>Timekeeper</u>		<u>Hours</u>	<u>Rate</u>	<u>Total</u>
MARK HERRON		2.40	\$300.00	\$720.00

Total Current Work

720.00

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Section VI. Item #3.

ANGIE GARDNER
307 EAST KENNEDY BLVD.
EATONVILLE FL 32751

Page: 1
06/12/2024
Account No: 6371-27679
Invoice No: 499658

ETHICS 23-056

Fees

			Hours	
06/12/2024	MH	Prepared email memoranda to Millie Fulford (Ethics) requesting Final Order dismissing complaint; reviewed email memorandum from Millie Fulford re same; prepared email memorandum to Angie Gardner re same/final billing;	0.20	
		For Current Services Rendered	0.20	60.00

	Recapitulation	Hours	Rate	Total
<u>Timekeeper</u>				
MARK HERRON		0.20	\$300.00	\$60.00

Total Current Work	60.00
Previous Balance	\$720.00
Balance Due	<u>\$780.00</u>
Please Remit	<u>\$780.00</u>

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TownePlace Suites® Tallahassee North Capital Circle
1876 Capital Circle NE, Tallahassee FL 32308 P 850.219.0122
Marriott.com/TLHTS

Angie Gardner
535 Berthann Ln
Eatonville FL 32751
Work

Room: 318
Room Type: TOBT
Number of Guests: 1
Rate: \$189.00
Clerk: COL

Arrive: 07Feb24 Time: 06:09PM Depart: 08Feb24 Time: 09:07AM Folio Number: 99445

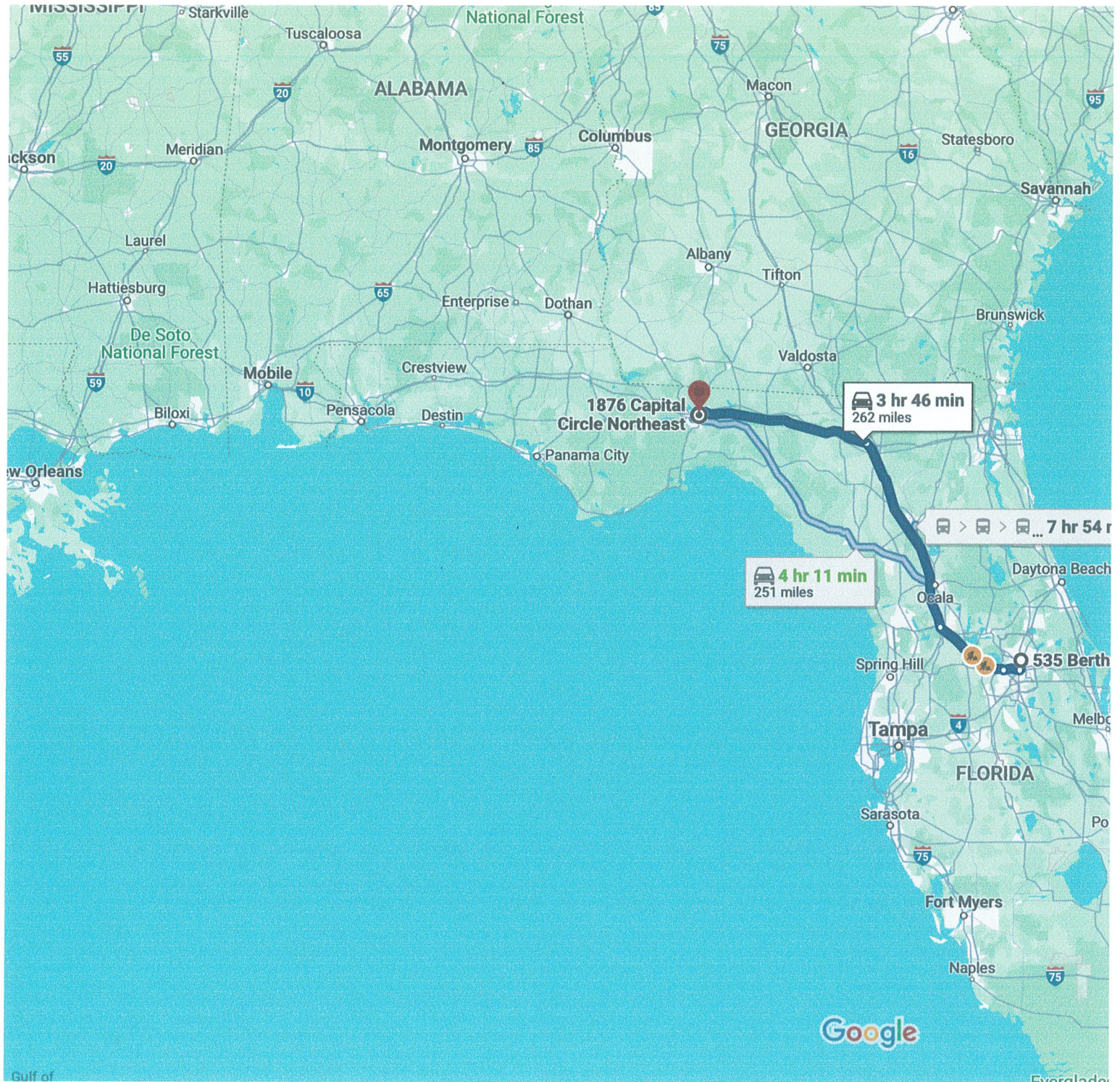
DATE	DESCRIPTION	CHARGES	CREDITS
07Feb24	Room Charge	189.00	
07Feb24	State Occupancy Tax	11.34	
07Feb24	County Tax	2.84	
07Feb24	Bed Tax	9.45	
08Feb24	Master Card		212.63
CARD #: MCXXXXXXXXXXXX4143XXXX			
AMOUNT: 212.63			
Auth: 07459b			
BALANCE:		0.00	

Marriott Bonvoy Account # XXXXX1563. Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy account statement or your online statement for updated activity.

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-The Staff at TownePlace Suites Tallahassee

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$$262 \times 2 = 524 \times .67 = \$351.08$$





HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JULY 02, 2024, 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 2024-22 Allowing Use of the Eatonville Community Pool for A Back-To-School Giveaway
(Councilman Tarus Mack)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1 ST / 2 ND READING		Exhibits: <ul style="list-style-type: none"> Resolution 2024-22
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Requesting Town Council to approve Resolution 2024-22 Allowing Use of the Eatonville Community Pool for A Back-To-School Giveaway.

SUMMARY: The Town Council desires to host a Back-To-School Event with use of the Eatonville Community Pool as students prepare to return to school for the upcoming school year. The Town of Eatonville reopened its Community Pool to the public on Saturday, May 25, 2024, and is located at 140 S.W. Street, Eatonville Florida 32751. The Eatonville Community Pool strives to be a welcoming space where individuals and families can enjoy aquatic activities in a safe and inclusive environment. The Community Pool is managed by the Parks and Recreation Department and fosters a vibrant, family-friendly atmosphere where members, program participants, and staff alike have the opportunity to flourish, learn, and thrive.

The Town Council desires to host a Back-To-School Event within the Town of Eatonville to include use of the Eatonville Community Pool. Use of the Town’s facilities, grounds, and community pool will be available and consistent within the policies, procedures, and guidelines set forth by the staff of the Town of Eatonville.

RECOMMENDATION: Recommending the approval of Resolution 2024-22 Allowing Use of the Eatonville Community Pool for A Back-To-School Giveaway.

FISCAL & EFFICIENCY DATA: Event cost to include allocated budget line to be determined by the staff

RESOLUTION NO. 2024-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, ALLOWING USE OF THE EATONVILLE COMMUNITY POOL FOR A BACK-TO-SCHOOL GIVEAWAY, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, The Town Council desires to host a Back-To-School Event with use of the Eatonville Community Pool as students prepare to return to school for the upcoming school year.

WHEREAS, The Town of Eatonville reopened its Community Pool to the public on Saturday, May 25, 2024, and is located at 140 S.W. Street, Eatonville Florida 32751.

WHEREAS, The Town of Eatonville Community Pool strives to be a welcoming space where individuals and families can enjoy aquatic activities in a safe and inclusive environment.

WHEREAS, The Town of Eatonville Community Pool is managed by the Parks and Recreation Department and fosters a vibrant, family-friendly atmosphere where members, program participants, and staff alike have the opportunity to flourish, learn, and thrive.

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

SECTION ONE: The Town Council approves hosting a Back-To-School Event within the Town of Eatonville to include use of the Eatonville Community Pool. Use of the Town's facilities, grounds, and community pool will be available and consistent within the policies, procedures, and guidelines set forth by the staff of the Town of Eatonville.

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

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

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

PASSED AND ADOPTED this 2 day of July 2024.

Angie Gardner, Mayor

ATTEST:

Veronica L. King, Town Clerk