



HISTORIC TOWN OF EATONVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY WORKSHOP

****PLEASE NOTE LOCATION CHANGE AGENDA**

Thursday, August 15, 2024, at 5:30 PM

Denton Johnson Center - 400 Ruffel Street

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**
- II. CITIZEN PARTICIPATION (Three minutes strictly enforced)**
- III. COUNCIL DISCUSSION**
 - 1.** Discussion of the Revision of the TOECRA Bylaws. (**Administration**)
 - 2.** Discussion of Resolution CRA-R-2024- 24 Contract with the GAI Consultants' Community Solutions Group for Professional Planning Services for the Eatonville CRA Plan (**Administration**)
- IV. COMMENTS**
 - 3.** Staff Comments
- V. 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

REGULAR CRA WORKSHOP

Denton Johnson Center 400 Ruffel Str. **(ADJUSTED LOCATION)**

AUGUST 15, 2024, AT 5:30 PM

Cover Sheet

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

ITEM TITLE: Discussion of the Revision of the TOECRA Bylaws. (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none"> • Current TOECRA Bylaws – Adopted 7-18-2023 • 3rd Drafted Proposed TORCRA Bylaws – For 8-15-24 Mtg. • 2nd Drafted Proposed TOECRA Bylaws - From 7-18-24 Mtg. • 1st Drafted Proposed TOECRA Bylaws –From 6-20-24 Mtg. <i>(with drafted Resolution CRA-R-2024-26)</i>
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Discussion of the Revision of the TOECRA Bylaws.

SUMMARY: The Board of Directors acknowledges the Town’s CRA Plan was adopted in 1997 in the Orange County Ordinance number 97-M-14. In 1997, the original redevelopment plan was intended to be a strategic plan for the subsequent fifteen years with the primary objective of building the infrastructure needed to support a themed community concept. The CRA Bylaws must be reviewed annually, and updates made accordingly. The last update was adopted July 18-2023.

In the last meeting on July 18, 2024, the Board of Directors were asked to submit their recommended changes and/or additions to the Town Clerk or Attorney for updates and inclusion into the next drafted bylaws for discussion at a workshop.

RECOMMENDATION: Staff is recommending the Board of Directors discuss revising the TOECRA Bylaws.

FISCAL & EFFICIENCY DATA: None.

**BYLAWS OF THE
TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY**

(A Community Redevelopment Agency Created
Pursuant to Chapter 163, Part III, Florida Statutes)

These Bylaws of the Town of Eatonville Community Redevelopment Agency address the administration and management of the Agency. Duties and responsibilities of the Community Redevelopment Agency are set forth in Chapter 163, Part III, Florida Statutes, these Bylaws and ordinances of the Town of Eatonville, a Florida municipal corporation. If a conflict arises between any provision of Chapter 163, Part III, Florida Statutes, these Bylaws and the ordinances, then the statute shall prevail.

ARTICLE 1: DEFINITIONS

Unless otherwise noted in the Bylaws, the terms used herein have the same meaning as defined in Section 163.340, Florida Statutes.

ARTICLE 2: GENERAL

2.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the Town Council of the Town of Eatonville, Florida, as the governing body (the "Town") established a community redevelopment agency known as the Town of Eatonville Community Redevelopment Agency (the "TOECRA"), as a legal entity, separate, distinct, and independent from the Town.

2.2 Purpose and Objectives. The purpose of the TOECRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within designated areas of the Town, consistent with the Town of Eatonville Community Redevelopment Plan adopted by the Town in Resolution No. 1997-23, adopted by the Town on December 16, 1997, as such Plan may from time to time be amended.

2.3 Members and Terms. In accordance with Section 163.357(1)(a) and (c), Florida Statutes, and Town of Eatonville Resolution No. 1997-23, the TOECRA shall be governed by a board (the "Board") consisting of the five (5) members of the Town of Eatonville Town Council plus two appointed members. One of the appointed members shall be nominated for appointment by Orange County and one appointed by the Town Council. Those TOECRA Board members who are also members of the Town Council shall have terms that run concurrent with their Town Council terms. The two (2) appointed Board Members shall serve four (4) year terms. However, the initial term for seat one (1) shall be for a two (2) year term for the purpose of staggering the terms. The person appointed by the Town Council to serve on the Board shall reside or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the Town of Eatonville, and shall be otherwise eligible for such appointment under Chapter 163, Part III, Florida Statutes. When a Board Member's term has concluded, the Board Member shall retain his or her seat on the Board until such time that a successor has been appointed who meets the qualifications to serve on the Board.

2.4 Compensation. Board members shall serve without compensation from the TOECRA but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the TOECRA. Requests for reimbursement shall be subject to the requirements as applicable to members of the Town of Eatonville Council under the policies of the Town.

2.5 Operation. In accordance with Chapter 163, Part III, Florida Statutes, the TOECRA shall have all the powers and authority necessary or convenient to carry out and effectuate the purposes and provisions of the referenced statute. Unless expressly provided otherwise by law or lawful actions of the TOECRA Board, the Town of Eatonville policies and procedures shall govern the actions of the TOECRA.

2.6 TOECRA Documents. The official set of TOECRA books and financial records shall be maintained in the Town of Eatonville Financial Services Department. The official records, documents and minutes of the TOECRA shall be maintained in the Town of Eatonville Clerk Office. All TOECRA books, records, documents and minutes shall be opened for public inspection as provided by law.

2.7 Principal Office. The TOECRA's principal office shall be at any place within the Town of Eatonville as the TOECRA Board designates.

ARTICLE 3: OFFICERS AND EMPLOYEES

3.1 Officers. The officers of the TOECRA shall be a Chair and a Vice-Chair. Appointments shall be for one calendar year. Appointments will usually be considered by Town Council at the last meeting (regular or special) of the calendar year. If new appointments are not timely made, the incumbent(s) shall continue to serve until the new appointments are made by Town Council. Any officer may be appointed for consecutive term.

3.2 Chair. The Chair shall preside at all meetings of the TOECRA and shall execute instruments in the name of the TOECRA as may be required, appoint such committees from time to time as may be deemed appropriate, and exercise such other powers as may be designated by these Bylaws or by Chapter 163, Part III, Florida Statutes.

3.3 Vice-Chair. The Vice-Chair shall, in the absence, disqualification, resignation, death or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair. "Disability" in this context is defined as a physical, mental, cognitive, or developmental condition that impairs, interferes with, or limits a person's ability to engage in tasks or actions or participation in typical daily activities and interactions.

3.4 Executive Director. The TOECRA shall appoint and employ an Executive Director to function as the chief administrative officer of the TOECRA, responsible for administering its business and day-to-day operations. In addition to the duties set forth below, the Executive Director shall perform such other duties and responsibilities as may be designated by the TOECRA.

3.4.1 Responsibility. The Executive Director shall be responsible for carrying out the policies established by the TOECRA and shall have general supervision over, and be responsible for, the performance of the day-to-day operations of the TOECRA. The Executive Director is also responsible for setting and preparing the meeting agendas. The Executive Director may, with the approval of the TOECRA, hire and set compensation for necessary employees of the TOECRA except as otherwise provided for herein. The Executive Director shall be responsible for preparing an annual budget for the TOECRA's approval and shall be otherwise responsible for the TOECRA's fiscal operations. The Executive Director along with the TOECRA Board shall designate a meeting time to discuss and adopt an annual budget prior to the end of the fiscal year pursuant to Chapter 218, Florida Statutes

3.4.2 Purchase Orders. The Executive Director shall be authorized to sign work orders and purchase orders on behalf of the TOECRA for purchases under \$2,000. For any work orders and/or purchase order over \$2,000, the Executive Director shall obtain TOECRA Board Approval.

3.5 TOECRA Secretary. The Town of Eatonville Town Clerk, or designee, shall serve as the Secretary of the TOECRA and as such shall prepare TOECRA agendas, be the custodian of all books and records of the TOECRA, keep the minutes and a recording of all votes of all TOECRA meetings, send out all notices of meetings, poll Board Members for meeting availability, and shall perform such other duties as may be designated by the TOECRA. The Town Clerk may delegate such duties to one or more individuals as a designee of the TOECRA supervised by the Town Clerk.

3.6 TOECRA Treasurer. The Town of Eatonville Director of the Finance Department, or designee, shall serve as the Treasurer of the TOECRA to keep the financial records of the TOECRA and administer the TOECRA's budget; shall keep full and accurate accounts of receipts and disbursements of the TOECRA; shall have custody of all funds of the TOECRA and shall render such periodic budget reports as requested by the TOECRA; shall assist the TOECRA in the preparation of a proposed annual budget; and shall make and file all financial reports and statements necessary to be made and filed by and on behalf of the TOECRA.

3.7 General Counsel. The TOECRA shall appoint and employ legal counsel to serve as General Counsel of the TOECRA. The General Counsel shall be licensed in the practice of law in the State of Florida. The General Counsel of the TOECRA, or designee who shall also be licensed to practice law in the State of Florida, shall attend all meetings of the TOECRA and shall be responsible for the oversight of TOECRA legal affairs

3.8 Employees, Agents and Consultants. In accordance with Town of Town of Eatonville policies, the Executive Director of the TOECRA, with the approval of the TOECRA, may hire, retain, and engage such employees, agents, consultants, experts, attorneys and specialists, as deemed necessary. Unless otherwise noted, TOECRA employees will be considered to be Town of Eatonville employees. The TOECRA shall have authority to enter into Interlocal Agreements

with the Town for any reason deemed necessary by the TOECRA Board for the efficient conduct of the Agency.

ARTICLE 4: MEETINGS

4.1 Regular Meetings. The TOECRA shall hold regular meetings on a day, time and place designated by the TOECRA Board. All TOECRA meetings are public meetings that shall be held in accordance with the requirements of section 286.011, Florida Statutes.

4.2 Special Meetings. The Chair, any three (3) Board members, or the Executive Director of the TOECRA may call for a special meeting at a reasonable time and place by requesting the Town Clerk to arrange for and give no less than 72-hours' notice of such special meeting.

4.3 Emergency Meetings. Emergency meetings of the TOECRA may be called with 24-hour notice or as soon as practicable by the Chair or the Executive Director through the Town Clerk via personal or telephonic notice to Board members, specifying the time and place of the emergency meeting and the business to be transacted. Emergency meetings shall be identified as such in notifications and no other business shall be considered at such meeting. Prior public notice shall not be required but shall be provided as soon as feasibly possible.

4.4 Notice of Meetings. The Town Clerk will mail or deliver written notice of each regular meeting to Board members at least seven (7) days prior to such meeting. Written notice may be in the form of email or calendar invitation. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting unless notice of the meeting is waived in writing by all Board members before, at or after the meeting. Unless otherwise stated in these Bylaws, "days" means "working days." The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting unless a waiver of notice is obtained from all Board members. Notice of all special and regular meetings shall be provided to the public, appropriate Town and County officials, and the news media. Notice of emergency meetings shall be provided to the public, appropriate Town and County officials, as is reasonable under the circumstances. Notice of all meetings shall be posted at Eatonville Town Hall. Notice is not required for any non-voting matters to be addressed by the Board.

4.5 Place of Meetings. Unless otherwise noted in the meeting announcement notice, all TOECRA Board meetings (Regular, Special, or Emergency) shall be held in the Town of Eatonville Town Council Chambers, located at 307 West Kennedy Boulevard, Eatonville, FL 32751.

4.6 Quorum and Voting. Four (4) TOECRA Board members present shall constitute a quorum for the purpose of conducting business and to address matters requiring a vote by the Board. When a quorum is present, the TOECRA may act by a vote of a majority of the Board members present, unless otherwise provided by law or these Bylaws. If any meeting cannot be conducted because a quorum is not present, the Board members who are present may adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each Board member.

4.7 Voting Rights. Each Board member shall be entitled to one vote. Proxy votes and absentee ballots shall not be allowed.

4.8 Recessed and Continued Meetings. Where a meeting has been set and noticed under the provisions of these Bylaws and, during the course of said meeting, it is recessed to a future time, the recessed meeting shall not be later than the next regular meeting, and any such recessed meeting shall not be held at any hour or time other than as specified.

4.9 Rules of Order. All meetings shall be conducted in accordance with the procedures approved and utilized by the Town Council of the Town of Eatonville, provided, however, in the absence of any applicable procedure of the Town Council, the most recent Edition of Robert's Rules of Order, Revised, shall apply.

4.10 Public Participation. All meetings shall be open to the public and all records shall be public records. Citizens will be afforded the opportunity to voice their comments and concerns to the TOECRA Board in accordance with law and within the constraints of time and relevance as determined by the Chair.

4.11 Agendas. The TOECRA Board will normally follow its printed or typed agenda for the order of business at each meeting. The Executive Director, Town Clerk or other appointed staff shall provide TOECRA Board Members with the TOECRA Agenda and packet materials for each Regular Meeting, one (1) week prior to the scheduled meeting. The Chair, if there is no objection from TOECRA Board members, may alter, including temporarily passing, the order of business on the agenda. If an objection is made by a member, a motion duly made and passed is required to rearrange the order of business noted on the agenda.

4.12 Conflict of Interest. The members will be governed by the applicable requirements of Section 112.3143, Florida Statutes, as may be amended from time to time.

ARTICLE 5: CONTRACTS

5.1 Execution of Instruments. Contractual instruments of the TOECRA (i.e., Memoranda of Understanding, Interlocal Agreements, etc.) shall be executed by the Chair and attested to by the Secretary. In the absence of the Chair, the Vice Chair may execute such instruments.

5.2 Purchasing Procedures. Except as may be required by law or when required by the Board of the TOECRA, the purchasing policies and procedures of the TOECRA shall be the same as the purchasing policies and procedures applicable to the Town of Eatonville with all limits and authorities. All references and authorities in the purchasing policies and procedures applicable to the Town Chief Administrative Officer shall be applicable to the TOECRA Executive Director for the purposes of the foregoing.

ARTICLE 6: FISCAL MATTERS

6.1 Fiscal Year. The fiscal year of the TOECRA shall begin on October 1 and end on September 30 of each year.

6.2 Budget. The Executive Director shall prepare an annual budget and work program for the TOECRA Board's approval for each fiscal year, and such other budgets as the TOECRA Board may determine. The TOECRA shall be completed in time for inclusion within the Town of Eatonville's budget and the TOECRA shall adopt the budget by Resolution and recommend acceptance to the Town of Eatonville.

6.3 Accounting Practices. The TOECRA shall comply with applicable Florida law and all regulations of the State Department of Banking and Finance regarding uniform accounting practices and procedures for units of local government.

6.4 Annual Audit. The Executive Director shall arrange for an independent financial audit of the Redevelopment Trust Fund(s), as established in accordance with the provisions of Section 163.387, Florida Statutes, each fiscal year and a report of such audit(s) by an independent certified public accountant in accordance with the provisions of Section 163.387(8), Florida Statutes. The TOECRA shall provide a copy of such report(s) to each taxing authority contributing to the Redevelopment Trust Fund, the Florida Auditor General and the Florida Department of Financial Services via registered mail. The annual audit will be performed by the same independent auditor used by the Town for its annual audit or the TOECRA Board may elect to contract with a different independent auditor(s). The audit may be accomplished in conjunction with the Town's annual audit by the same certified public accountant, with the audit report submitted to the appropriate State Agencies as a single report, provided the TOECRA's component is presented as a separate (fund(s) in the report.

6.5 Annual Report. The TOECRA shall file with the Town of Eatonville, on or before March 31 of each year, a report of its activities for the preceding fiscal year in accordance with the provisions of Section 163.356(3)(c), Florida Statutes. At the time of filing this report, the TOECRA shall publish in a newspaper of general circulation in the Town a notice to the effect that such report has been filed with the Town and that the report is available for inspection during business hours in the office of the Town Clerk and/or in the TOECRA's principal office.

6.6 Bonding of Officers and Employees. The TOECRA may require that any or all Board members and employees be required to post bond for faithful performance of duty. The TOECRA will pay bonding costs for all such bonds it requires. To the extent that the Town requires a bond for its elected officials or employees, the TOECRA shall also require a bond for its members and any employees.

6.7 Maintenance and Disbursement of Funds. All expenditures of the TOECRA shall be in accordance with adopted procedures of the TOECRA and Town, adhering to all applicable laws, the TOECRA adopted budget, fund requirements and the TOECRA Plan for purposes permitted by Chapter 163, Part III, Florida Statutes. Funds shall be distributed only at the direction or with the approval of the TOECRA pursuant to an adopted budget and with appropriate requisitions or purchase orders signed by the Executive Director.

6.8 Disposal of TOECRA Real Property. The acquisition, conveyance, and leasing of TOECRA property, or any interest therein, shall be consistent with section 163.380, Florida Statutes, and approved by Town of Eatonville's Council. The acquisition, conveyance, and leasing of real

property by the TOECRA shall be done in accordance with the same policies and procedures applicable to the acquisition, conveyance, and leasing of real property by the Town of Eatonville. The TOECRA Board shall seek to obtain market value for the sale or lease of any TOECRA-owned property, or, where applicable, clearly state on the record the reason(s) that a transaction is below market value. Market value may be taken from the Orange County Property Appraiser's website (www.ocpafl.org) for properties within the Town of Eatonville.

6.9 Supervision of Accounts. The Executive Director and the Treasurer, subject to the direction of the TOECRA, shall have control of and be responsible for the internal supervision and control of the accounts of the TOECRA.

ARTICLE 7: COMMITTEES

7.1 Power to Create. The TOECRA Board, by resolution, may create committees and/or boards to act in an advisory capacity, from time to time, as shall be necessary to carry out the functions, purposes and objectives of the TOECRA. The resolution creating an advisory committee or board shall provide the effective and unless otherwise delegated by resolution, the TOECRA Board shall appoint advisory committee or board members. In addition such committees may be appointed by the Chair as provided in Section 3.2 herein. The advisory committee or board members shall not be currently serving on any other Town of Eatonville committees or boards. The advisory committee or board shall be made up of individuals meeting or exceeding one or more of the following criteria:

- a) Currently living within the Town of Eatonville for a minimum of five (5) consecutive years;
- b) Have a homestead within the Town of Eatonville;
- c) Working within the financial industry (i.e., accounting, banking, investing, etc.)
- d) Working within the real estate, housing or construction industry;
- e) Own a business within the Town of Eatonville;
- f) Representative of a major employer within the Central Florida area; and
- g) Representative selected by the TOECRA Board

ARTICLE 8: AMENDMENTS

8.1 Amendments. The Bylaws of the TOECRA shall be subject to an annual review by the Board and may be amended after an annual review at any regular or special meeting by a majority vote of the Board members. No such amendment shall be adopted unless at least two (2) days' written notice thereof has been previously given to the Board members. Amendments to these Bylaws shall require the affirmative vote of at least a majority of the TOECRA Board.

ARTICLE 9: INDEMNIFICATION AND INSURANCE

9.1 Indemnification of the TOECRA, its Officers, Members and Employees. Any of the TOECRA, its officers, Board members or other employees may be indemnified or reimbursed by the TOECRA for reasonable expenses (including, but not limited to, attorneys' fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which such person shall be made a party by reason of


shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of such persons duties to the TOECRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the TOECRA Board acting by vote of members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Board members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, their heirs, executors or administrators may be entitled as a matter of law.

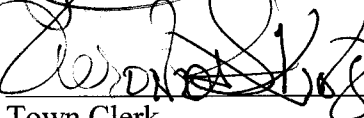
9.2 Insurance. The TOECRA may self-insurance or purchase insurance for the purpose of indemnifying its Board members, officers and employees to the extent that such indemnification is allowed in Section 9.1 herein. The TOECRA may purchase other insurance, including liability and hazard insurance, as it deems necessary and appropriate.

Revising TOECRA Bylaws previously adopted on February 18, 2020 and amended and adopted by the Town of Eatonville Community Redevelopment Agency Board on this 18 day of JULY 2023.

 7-28-23
TOECRA Chair Date

 8-2-23
TOECRA Executive Director Date

 12/19/2023
TOECRA General Counsel Date

 12/19/2023
Town Clerk Date

**BYLAWS OF THE
TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY**

(A Community Redevelopment Agency Created
Pursuant to Chapter 163, Part III, Florida Statutes)

These Bylaws of the Town of Eatonville Community Redevelopment Agency address the administration and management of the Agency. Duties and responsibilities of the Community Redevelopment Agency are set forth in Chapter 163, Part III, Florida Statutes, these Bylaws and ordinances of the Town of Eatonville, a Florida municipal corporation. If a conflict arises between any provision of Chapter 163, Part III, Florida Statutes, these Bylaws and the ordinances, then the statute shall prevail.

ARTICLE 1: DEFINITIONS

Unless otherwise noted in the Bylaws, the terms used herein have the same meaning as defined in Section 163.340, Florida Statutes.

ARTICLE 2: GENERAL

2.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the Town Council of the Town of Eatonville, Florida, as the governing body (the "Town") established a community redevelopment agency known as the Town of Eatonville Community Redevelopment Agency (the "TOECRA"), as a legal entity, separate, distinct, and independent from the Town.

2.2 Purpose and Objectives. The purpose of the TOECRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within designated areas of the Town, consistent with the Town of Eatonville Community Redevelopment Plan adopted by the Town in Resolution No. 1997-23, adopted by the Town on December 16, 1997, as such Plan may from time to time be amended.

2.3 Members and Terms. In accordance with Section 163.357(1)(a) and (c), Florida Statutes, and Town of Eatonville Resolution No. 1997-23, the TOECRA shall be governed by a board (the "Board") consisting of the five (5) members of the Town of Eatonville Town Council plus two appointed members. One of the appointed members shall be nominated for appointment by Orange County and one appointed by the Town Council. Those TOECRA Board members who are also members of the Town Council shall have terms that run concurrent with their Town Council terms. The two (2) appointed Board Members shall serve four (4) year terms. However, the initial term for seat one (1) shall be for a two (2) year term for the purpose of staggering the terms. The person appointed by the Town Council to serve on the Board shall reside or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the Town of Eatonville, and shall be otherwise eligible for such appointment under Chapter 163, Part III, Florida Statutes. When a Board Member's term has concluded, the Board Member shall retain his or her seat on the Board until such time that a successor has been appointed who meets the qualifications to serve on the Board.

2.4 Compensation. Board members shall serve without compensation from the TOECRA but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the TOECRA. Requests for reimbursement shall be subject to the requirements applicable to members of the Town of Eatonville Council under the policies of the Town. **This section is subject to Paragraph 3.4.3.**

2.5 Operation. In accordance with Chapter 163, Part III, Florida Statutes, the TOECRA shall have all the powers and authority necessary or convenient to carry out and effectuate the purposes and provisions of the referenced statute. Unless expressly provided otherwise by law or lawful actions of the TOECRA Board, the Town of Eatonville policies and procedures shall govern the actions of the TOECRA.

2.6 TOECRA Documents. The official set of TOECRA books and financial records shall be maintained in the Town of Eatonville Financial Services Department. The official records, documents and minutes of the TOECRA shall be maintained in the Town of Eatonville Clerk Office. All TOECRA books, records, documents and minutes shall be opened for public inspection as provided by law.

2.7 Principal Office. The TOECRA’s principal office shall be at any place within the Town of Eatonville as the TOECRA Board designates.

ARTICLE 3: OFFICERS AND EMPLOYEES

3.1 Officers. The officers of the TOECRA shall be a Chair and a Vice-Chair. Appointments shall be for one calendar year. Appointments will usually be considered by the Town Council at the last meeting (regular or special) of the calendar year. If new appointments are not timely made, the incumbent(s) shall continue to serve until the new appointments are made by the Town Council. Any officer may be appointed for consecutive terms. **Only elected members of the Town of Eatonville’s Town Council shall be appointed as Chair and Vice Chair of the TOECRA.**

3.2 Chair. The Chair shall preside at all meetings of the TOECRA and shall execute instruments in the name of the TOECRA as may be required, appoint such committees from time to time as may be deemed appropriate, and exercise such other powers as may be designated by these Bylaws or by Chapter 163, Part III, Florida Statutes.

3.3 Vice-Chair. The Vice-Chair shall, in the absence, disqualification, resignation, **suspension**, death or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair. “Disability” in this context is defined as a physical, mental, cognitive, or developmental condition that impairs, interferes with, or limits a person's ability to engage in tasks or actions or participation in typical daily activities and interactions. **“Absence” in this context may result from willful or unintentional abandonment of the position of Chair for a period of time that exceeds sixty (60) days and “disqualification” shall be the result of a Town of Eatonville election where the Chair is an elected official and no longer qualified to serve on the TOECRA Board. If the Vice-Chair position is vacant due to absence, disqualification, resignation, suspension, death or disability, the Town Council shall appoint a Vice-Chair from among the existing Board**

Members at a regular or special meeting to be held within thirty days of being notified by the TOECRA Board of the vacancy.

3.4 Executive Director. The TOECRA shall appoint and employ an Executive Director to function as the chief administrative officer of the TOECRA, responsible for administering its business and day-to-day operations. In addition to the duties set forth below, the Executive Director shall perform such other duties and responsibilities as may be designated by the TOECRA.

3.4.1 Responsibility. The Executive Director shall be responsible for carrying out the policies established by the TOECRA and shall have general supervision over, and be responsible for, the performance of the day-to-day operations of the TOECRA. The Executive Director is also responsible for setting and preparing the meeting agendas. The Executive Director may, with the approval of the TOECRA, hire and set compensation for necessary employees of the TOECRA except as otherwise provided for herein. The Executive Director shall be responsible for preparing an annual budget for the TOECRA's approval and shall be otherwise responsible for the TOECRA's fiscal operations. The Executive Director along with the TOECRA Board shall designate a meeting time to discuss and adopt an annual budget prior to the end of the fiscal year pursuant to Chapter 218, Florida Statutes.

3.4.2 Vacancy. In the event of a vacancy of the Executive Director, to prevent any undue delays in the activities and work of the Agency, the TOECRA Chair may act as Executive Director for a maximum of thirty (30) days after a resolution has been passed by the TOECRA Board, or until such time that an interim or permanent Executive Director is appointed by the TOECRA Board. If the TOECRA Chair is required to serve as the acting TOECRA Executive Director, due to an ongoing vacancy, the TOECRA BOARD may approve the additional time by resolution.

3.4.3 Compensation. The TOECRA Board shall determine compensation for the Executive Director. In the event of a vacancy of the Executive Director, if the TOECRA Chair acts as the Executive Director, during that period of time the TOECRA Chair shall receive compensation for the performing the duties of Executive Director. The salary to the TOECRA Chair while acting as Executive Director, shall be the same salary as the salary for a permanent or interim Executive Director of the Agency. If the TOECRA Chair is an elected member of the Town of Eatonville's Council, the pay shall be the salary for a permanent or interim Executive Director minus the salary the Chair receives as a Town of Eatonville Council Member.

3.4.4 Purchase Orders. The Executive Director shall be authorized to sign work orders and purchase orders on behalf of the TOECRA for purchases under \$2,000. For any work orders and/or purchase order over \$2,000, the Executive Director shall obtain TOECRA Board Approval.

3.5 TOECRA Secretary. The Town of Eatonville Town Clerk, or designee, shall serve as the Secretary of the TOECRA and as such shall prepare TOECRA agendas, be the custodian of all

books and records of the TOECRA, keep the minutes and a recording of all votes of all TOECRA meetings, send out all notices of meetings, poll Board Members for meeting availability, and shall perform such other duties as may be designated by the TOECRA. The Town Clerk may delegate such duties to one or more individuals as a designee of the TOECRA supervised by the Town Clerk.

3.6 TOECRA Treasurer. The Town of Eatonville Director of the Finance Department, or designee, shall serve as the Treasurer of the TOECRA to keep the financial records of the TOECRA and administer the TOECRA's budget; shall keep full and accurate accounts of receipts and disbursements of the TOECRA; shall have custody of all funds of the TOECRA and shall render such periodic budget reports as requested by the TOECRA; shall assist the TOECRA in the preparation of a proposed annual budget; and shall make and file all financial reports and statements necessary to be made and filed by and on behalf of the TOECRA.

3.7 General Counsel. The TOECRA shall appoint and employ legal counsel to serve as General Counsel of the TOECRA. The General Counsel shall be licensed in the practice of law in the State of Florida. The General Counsel of the TOECRA, or designee who shall also be licensed to practice law in the State of Florida, shall attend all meetings of the TOECRA and shall be responsible for the oversight of TOECRA legal affairs

3.8 Employees, Agents and Consultants. In accordance with Town of Town of Eatonville policies, the Executive Director of the TOECRA, with the approval of the TOECRA, may hire, retain, and engage such employees, agents, consultants, experts, attorneys and specialists, as deemed necessary. Unless otherwise noted, TOECRA employees will be considered to be Town of Eatonville employees. The TOECRA shall have authority to enter into Interlocal Agreements with the Town for any reason deemed necessary by the TOECRA Board for the efficient conduct of the Agency.

ARTICLE 4: MEETINGS

4.1 Regular Meetings. The TOECRA shall hold regular meetings on a day, time and place designated by the TOECRA Board. All TOECRA meetings are public meetings that shall be held in accordance with the requirements of section 286.011, Florida Statutes.

4.2 Special Meetings. The Chair, any three (3) Board members, or the Executive Director of the TOECRA may call for a special meeting at a reasonable time and place by requesting the Town Clerk to arrange for and give no less than 72-hours' notice of such special meeting.

4.3 Emergency Meetings. Emergency meetings of the TOECRA may be called with 24-hour notice or as soon as practicable by the Chair or the Executive Director through the Town Clerk via personal or telephonic notice to Board members, specifying the time and place of the emergency meeting and the business to be transacted. Emergency meetings shall be identified as such in notifications and no other business shall be considered at such meeting. Prior public notice shall not be required but shall be provided as soon as feasibly possible.

4.4 Notice of Meetings. The Town Clerk will mail or deliver written notice of each regular meeting to Board members at least seven (7) days prior to such meeting. Written notice may be in the form

of email or calendar invitation. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting unless notice of the meeting is waived in writing by all Board members before, at or after the meeting. Unless otherwise stated in these Bylaws, "days" means "working days." The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting unless a waiver of notice is obtained from all Board members. Notice of all special and regular meetings shall be provided to the public, appropriate Town and County officials, and the news media. Notice of emergency meetings shall be provided to the public, appropriate Town and County officials, as is reasonable under the circumstances. Notice of all meetings shall be posted at Eatonville Town Hall. Notice is not required for any non-voting matters to be addressed by the Board.

4.5 Place of Meetings. Unless otherwise noted in the meeting announcement notice, all TOECRA Board meetings (Regular, Special, or Emergency) shall be held in the Town of Eatonville Town Council Chambers, located at 307 West Kennedy Boulevard, Eatonville, FL 32751.

4.6 Quorum and Voting. Four (4) TOECRA Board members present shall constitute a quorum for the purpose of conducting business and to address matters requiring a vote by the Board. When a quorum is present, the TOECRA may act by a vote of a majority of the Board members present, unless otherwise provided by law or these Bylaws. If any meeting cannot be conducted because a quorum is not present, the Board members who are present may adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each Board member.

4.7 Voting Rights. Each Board member shall be entitled to one vote. Proxy votes and absentee ballots shall not be allowed.

4.8 Recessed and Continued Meetings. Where a meeting has been set and noticed under the provisions of these Bylaws and, during the course of said meeting, it is recessed to a future time, the recessed meeting shall not be later than the next regular meeting, and any such recessed meeting shall not be held at any hour or time other than as specified.

4.9 Rules of Order. All meetings shall be conducted in accordance with the procedures approved and utilized by the Town Council of the Town of Eatonville, provided, however, in the absence of any applicable procedure of the Town Council, the most recent Edition of Robert's Rules of Order, Revised, shall apply.

4.10 Public Participation. All meetings shall be open to the public and all records shall be public records. Citizens will be afforded the opportunity to voice their comments and concerns to the TOECRA Board in accordance with law and within the constraints of time and relevance as determined by the Chair.

4.11 Agendas. The TOECRA Board will normally follow its printed or typed agenda for the order of business at each meeting. The Executive Director, Town Clerk or other appointed staff shall provide TOECRA Board Members with the TOECRA Agenda and packet materials for each Regular Meeting, one (1) week prior to the scheduled meeting. The Chair, if there is no objection from TOECRA Board members, may alter, including temporarily passing, the order of business

on the agenda. If an objection is made by a member, a motion duly made and passed is required to rearrange the order of business noted on the agenda.

4.12 Conflict of Interest. The members will be governed by the applicable requirements of Section 112.3143, Florida Statutes, as may be amended from time to time.

ARTICLE 5: CONTRACTS

5.1 Execution of Instruments. Contractual instruments of the TOECRA (i.e., Memoranda of Understanding, Interlocal Agreements, etc.) shall be executed by the Chair and attested to by the Secretary. In the absence of the Chair, the Vice Chair may execute such instruments.

5.2 Purchasing Procedures. Except as may be required by law or when required by the Board of the TOECRA, the purchasing policies and procedures of the TOECRA shall be the same as the purchasing policies and procedures applicable to the Town of Eatonville with all limits and authorities. All references and authorities in the purchasing policies and procedures applicable to the Town Chief Administrative Officer shall be applicable to the TOECRA Executive Director for the purposes of the foregoing.

ARTICLE 6: FISCAL MATTERS

6.1 Fiscal Year. The fiscal year of the TOECRA shall begin on October 1 and end on September 30 of each year.

6.2 Budget. The Executive Director shall prepare an annual budget and work program for the TOECRA Board's approval for each fiscal year, and such other budgets as the TOECRA Board may determine. The TOECRA shall be completed in time for inclusion within the Town of Eatonville's budget and the TOECRA shall adopt the budget by Resolution and recommend acceptance to the Town of Eatonville.

6.3 Accounting Practices. The TOECRA shall comply with applicable Florida law and all regulations of the State Department of Banking and Finance regarding uniform accounting practices and procedures for units of local government.

6.4 Annual Audit. The Executive Director shall arrange for an independent financial audit of the Redevelopment Trust Fund(s), as established in accordance with the provisions of Section 163.387, Florida Statutes, each fiscal year and a report of such audit(s) by an independent certified public accountant in accordance with the provisions of Section 163.387(8), Florida Statutes. The TOECRA shall provide a copy of such report(s) to each taxing authority contributing to the Redevelopment Trust Fund, the Florida Auditor General and the Florida Department of Financial Services via registered mail. The annual audit will be performed by the same independent auditor used by the Town for its annual audit or the TOECRA Board may elect to contract with a different independent auditor(s). The audit may be accomplished in conjunction with the Town's annual audit by the same certified public accountant, with the audit report submitted to the appropriate State Agencies as a single report, provided the TOECRA's component is presented as a separate (fund(s) in the report.

6.5 Annual Report. The TOECRA shall file with the Town of Eatonville, on or before March 31 of each year, a report of its activities for the preceding fiscal year in accordance with the provisions of Section 163.356(3)(c), Florida Statutes. At the time of filing this report, the TOECRA shall publish in a newspaper of general circulation in the Town a notice to the effect that such report has been filed with the Town and that the report is available for inspection during business hours in the office of the Town Clerk and/or in the TOECRA's principal office.

6.6 Bonding of Officers and Employees. The TOECRA may require that any or all Board members and employees be required to post bond for faithful performance of duty. The TOECRA will pay bonding costs for all such bonds it requires. To the extent that the Town requires a bond for its elected officials or employees, the TOECRA shall also require a bond for its members and any employees.

6.7 Maintenance and Disbursement of Funds. All expenditures of the TOECRA shall be in accordance with adopted procedures of the TOECRA and Town, adhering to all applicable laws, the TOECRA adopted budget, fund requirements and the TOECRA Plan for purposes permitted by Chapter 163, Part III, Florida Statutes. Funds shall be distributed only at the direction or with the approval of the TOECRA pursuant to an adopted budget and with appropriate requisitions or purchase orders signed by the Executive Director.

6.8 Disposal of TOECRA Real Property. The acquisition, conveyance, and leasing of TOECRA property, or any interest therein, shall be consistent with section 163.380, Florida Statutes, and approved by Town of Eatonville's Council. The acquisition, conveyance, and leasing of real property by the TOECRA shall be done in accordance with the same policies and procedures applicable to the acquisition, conveyance, and leasing of real property by the Town of Eatonville. The TOECRA Board shall seek to obtain market value for the sale or lease of any TOECRA-owned property, or, where applicable, clearly state on the record the reason(s) that a transaction is below market value. Market value may be taken from the Orange County Property Appraiser's website (www.ocpafl.org) for properties within the Town of Eatonville.

6.9 Supervision of Accounts. The Executive Director and the Treasurer, subject to the direction of the TOECRA, shall have control of and be responsible for the internal supervision and control of the accounts of the TOECRA.

ARTICLE 7: COMMITTEES

7.1 Power to Create. The TOECRA Board, by resolution, may create committees and/or boards to act in an advisory capacity, from time to time, as shall be necessary to carry out the functions, purposes and objectives of the TOECRA. The resolution creating an advisory committee or board shall provide the effective and unless otherwise delegated by resolution, the TOECRA Board shall appoint advisory committee or board members. In addition such committees may be appointed by the Chair as provided in Section 3.2 herein The advisory committee or board members shall not be currently serving on any other Town of Eatonville committees or boards. The advisory committee or board shall be made up of individuals meeting or exceeding one or more of the following criteria:

- a) Currently living within the Town of Eatonville for a minimum of five (5) consecutive years;
- b) Have a homestead within the Town of Eatonville;
- c) Working within the financial industry (i.e., accounting, banking, investing, etc.)
- d) Working within the real estate, housing or construction industry;
- e) Own a business within the Town of Eatonville;
- f) Representative of a major employer within the Central Florida area; and
- g) Representative selected by the TOECRA Board

ARTICLE 8: AMENDMENTS

8.1 Amendments. The Bylaws of the TOECRA shall be subject to an annual review by the Board and may be amended after an annual review at any regular or special meeting by a majority vote of the Board members. No such amendment shall be adopted unless at least two (2) days' written notice thereof has been previously given to the Board members. Amendments to these Bylaws shall require the affirmative vote of at least a majority of the TOECRA Board.

ARTICLE 9: INDEMNIFICATION AND INSURANCE

9.1 Indemnification of the TOECRA, its Officers, Members and Employees. Any of the TOECRA, its officers, Board members or other employees may be indemnified or reimbursed by the TOECRA for reasonable expenses (including, but not limited to, attorneys' fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which such person shall be made a party by reason of such person being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with such person being or having been a TOECRA member, officer or employee of the TOECRA; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which such person shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of such persons duties to the TOECRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the TOECRA Board acting by vote of members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Board members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, their heirs, executors or administrators may be entitled as a matter of law.

9.2 Insurance. The TOECRA may self-insurance or purchase insurance for the purpose of indemnifying its Board members, officers and employees to the extent that such indemnification is allowed in Section 9.1 herein. The TOECRA may purchase other insurance, including liability and hazard insurance, as it deems necessary and appropriate.

Revising TOECRA Bylaws previously adopted on July 18, 2023 and amended and adopted by the Town of Eatonville Community Redevelopment Agency Board on this ____ day of _____ 2024.

**BYLAWS OF THE
TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY**

(A Community Redevelopment Agency Created
Pursuant to Chapter 163, Part III, Florida Statutes)

These Bylaws of the Town of Eatonville Community Redevelopment Agency address the administration and management of the Agency. Duties and responsibilities of the Community Redevelopment Agency are set forth in Chapter 163, Part III, Florida Statutes, these Bylaws and ordinances of the Town of Eatonville, a Florida municipal corporation. If a conflict arises between any provision of Chapter 163, Part III, Florida Statutes, these Bylaws and the ordinances, then the statute shall prevail.

ARTICLE 1: DEFINITIONS

Unless otherwise noted in the Bylaws, the terms used herein have the same meaning as defined in Section 163.340, Florida Statutes.

ARTICLE 2: GENERAL

2.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the Town Council of the Town of Eatonville, Florida, as the governing body (the "Town") established a community redevelopment agency known as the Town of Eatonville Community Redevelopment Agency (the "TOECRA"), as a legal entity, separate, distinct, and independent from the Town.

2.2 Purpose and Objectives. The purpose of the TOECRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within designated areas of the Town, consistent with the Town of Eatonville Community Redevelopment Plan adopted by the Town in Resolution No. 1997-23, adopted by the Town on December 16, 1997, as such Plan may from time to time be amended.

2.3 Members and Terms. In accordance with Section 163.357(1)(a) and (c), Florida Statutes, and Town of Eatonville Resolution No. 1997-23, the TOECRA shall be governed by a board (the "Board") consisting of the five (5) members of the Town of Eatonville Town Council plus two appointed members. One of the appointed members shall be nominated for appointment by Orange County and one appointed by the Town Council. Those TOECRA Board members who are also members of the Town Council shall have terms that run concurrent with their Town Council terms. The two (2) appointed Board Members shall serve four (4) year terms. However, the initial term for seat one (1) shall be for a two (2) year term for the purpose of staggering the terms. The person appointed by the Town Council to serve on the Board shall reside or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the Town of Eatonville, and shall be otherwise eligible for such appointment under Chapter 163, Part III, Florida Statutes. When a Board Member's term has concluded, the Board Member shall retain his or her seat on the Board until such time that a successor has been appointed who meets the qualifications to serve on the Board.

2.4 Compensation. Board members shall serve without compensation from the TOECRA but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the TOECRA. Requests for reimbursement shall be subject to the requirements as applicable to members of the Town of Eatonville Council under the policies of the Town.

2.5 Operation. In accordance with Chapter 163, Part III, Florida Statutes, the TOECRA shall have all the powers and authority necessary or convenient to carry out and effectuate the purposes and provisions of the referenced statute. Unless expressly provided otherwise by law or lawful actions of the TOECRA Board, the Town of Eatonville policies and procedures shall govern the actions of the TOECRA.

2.6 TOECRA Documents. The official set of TOECRA books and financial records shall be maintained in the Town of Eatonville Financial Services Department. The official records, documents and minutes of the TOECRA shall be maintained in the Town of Eatonville Clerk Office. All TOECRA books, records, documents and minutes shall be opened for public inspection as provided by law.

2.7 Principal Office. The TOECRA’s principal office shall be at any place within the Town of Eatonville as the TOECRA Board designates.

ARTICLE 3: OFFICERS AND EMPLOYEES

3.1 Officers. The officers of the TOECRA shall be a Chair and a Vice-Chair. Appointments shall be for one calendar year. Appointments will usually be considered by the Town Council at the last meeting (regular or special) of the calendar year. If new appointments are not timely made, the incumbent(s) shall continue to serve until the new appointments are made by the Town Council. Any officer may be appointed for consecutive terms.

3.2 Chair. The Chair shall preside at all meetings of the TOECRA and shall execute instruments in the name of the TOECRA as may be required, appoint such committees from time to time as may be deemed appropriate, and exercise such other powers as may be designated by these Bylaws or by Chapter 163, Part III, Florida Statutes.

3.3 Vice-Chair. The Vice-Chair shall, in the absence, disqualification, resignation, **suspension**, death or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair. “Disability” in this context is defined as a physical, mental, cognitive, or developmental condition that impairs, interferes with, or limits a person's ability to engage in tasks or actions or participation in typical daily activities and interactions. **“Absence” in this context may result from willful or unintentional abandonment of the position of Chair for a period of time that exceeds sixty (60) days and “disqualification” shall be the result of a Town of Eatonville election where the Chair is an elected official and no longer qualified to serve on the TOECRA Board. If the Vice-Chair position is vacant due to absence, disqualification, resignation, suspension, death or disability, the Town Council shall appoint a Vice-Chair from among the existing Board Members at a regular or special meeting to be held within thirty days of being notified by the TOECRA Board of the vacancy.**

3.4 Executive Director. The TOECRA shall appoint and employ an Executive Director to function as the chief administrative officer of the TOECRA, responsible for administering its business and day-to-day operations. In addition to the duties set forth below, the Executive Director shall perform such other duties and responsibilities as may be designated by the TOECRA.

3.4.1 Responsibility. The Executive Director shall be responsible for carrying out the policies established by the TOECRA and shall have general supervision over, and be responsible for, the performance of the day-to-day operations of the TOECRA. The Executive Director is also responsible for setting and preparing the meeting agendas. The Executive Director may, with the approval of the TOECRA, hire and set compensation for necessary employees of the TOECRA except as otherwise provided for herein. The Executive Director shall be responsible for preparing an annual budget for the TOECRA's approval and shall be otherwise responsible for the TOECRA's fiscal operations. The Executive Director along with the TOECREA Board shall designate a meeting time to discuss and adopt an annual budget prior to the end of the fiscal year pursuant to Chapter 218, Florida Statutes

3.4.2 Purchase Orders. The Executive Director shall be authorized to sign work orders and purchase orders on behalf of the TOECRA for purchases under \$2,000. For any work orders and/or purchase order over \$2,000, the Executive Director shall obtain TOECRA Board Approval.

3.5 TOECRA Secretary. The Town of Eatonville Town Clerk, or designee, shall serve as the Secretary of the TOECRA and as such shall prepare TOECRA agendas, be the custodian of all books and records of the TOECRA, keep the minutes and a recording of all votes of all TOECRA meetings, send out all notices of meetings, poll Board Members for meeting availability, and shall perform such other duties as may be designated by the TOECRA. The Town Clerk may delegate such duties to one or more individuals as a designee of the TOECRA supervised by the Town Clerk.

3.6 TOECRA Treasurer. The Town of Eatonville Director of the Finance Department, or designee, shall serve as the Treasurer of the TOECRA to keep the financial records of the TOECRA and administer the TOECRA's budget; shall keep full and accurate accounts of receipts and disbursements of the TOECRA; shall have custody of all funds of the TOECRA and shall render such periodic budget reports as requested by the TOECRA; shall assist the TOECRA in the preparation of a proposed annual budget; and shall make and file all financial reports and statements necessary to be made and filed by and on behalf of the TOECRA.

3.7 General Counsel. The TOECRA shall appoint and employ legal counsel to serve as General Counsel of the TOECRA. The General Counsel shall be licensed in the practice of law in the State of Florida. The General Counsel of the TOECRA, or designee who shall also be licensed to practice law in the State of Florida, shall attend all meetings of the TOECRA and shall be responsible for the oversight of TOECRA legal affairs

3.8 Employees, Agents and Consultants. In accordance with Town of Town of Eatonville policies, the Executive Director of the TOECRA, with the approval of the TOECRA, may hire, retain, and

engage such employees, agents, consultants, experts, attorneys and specialists, as deemed necessary. Unless otherwise noted, TOECRA employees will be considered to be Town of Eatonville employees. The TOECRA shall have authority to enter into Interlocal Agreements with the Town for any reason deemed necessary by the TOECRA Board for the efficient conduct of the Agency.

ARTICLE 4: MEETINGS

4.1 Regular Meetings. The TOECRA shall hold regular meetings on a day, time and place designated by the TOECRA Board. All TOECRA meetings are public meetings that shall be held in accordance with the requirements of section 286.011, Florida Statutes.

4.2 Special Meetings. The Chair, any three (3) Board members, or the Executive Director of the TOECRA may call for a special meeting at a reasonable time and place by requesting the Town Clerk to arrange for and give no less than 72-hours' notice of such special meeting.

4.3 Emergency Meetings. Emergency meetings of the TOECRA may be called with 24-hour notice or as soon as practicable by the Chair or the Executive Director through the Town Clerk via personal or telephonic notice to Board members, specifying the time and place of the emergency meeting and the business to be transacted. Emergency meetings shall be identified as such in notifications and no other business shall be considered at such meeting. Prior public notice shall not be required but shall be provided as soon as feasibly possible.

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4.5 Place of Meetings. Unless otherwise noted in the meeting announcement notice, all TOECRA Board meetings (Regular, Special, or Emergency) shall be held in the Town of Eatonville Town Council Chambers, located at 307 West Kennedy Boulevard, Eatonville, FL 32751.

4.6 Quorum and Voting. Four (4) TOECRA Board members present shall constitute a quorum for the purpose of conducting business and to address matters requiring a vote by the Board. When a quorum is present, the TOECRA may act by a vote of a majority of the Board members present, unless otherwise provided by law or these Bylaws. If any meeting cannot be conducted because a quorum is not present, the Board members who are present may adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each Board member.

4.7 Voting Rights. Each Board member shall be entitled to one vote. Proxy votes and absentee ballots shall not be allowed.

4.8 Recessed and Continued Meetings. Where a meeting has been set and noticed under the provisions of these Bylaws and, during the course of said meeting, it is recessed to a future time, the recessed meeting shall not be later than the next regular meeting, and any such recessed meeting shall not be held at any hour or time other than as specified.

4.9 Rules of Order. All meetings shall be conducted in accordance with the procedures approved and utilized by the Town Council of the Town of Eatonville, provided, however, in the absence of any applicable procedure of the Town Council, the most recent Edition of Robert's Rules of Order, Revised, shall apply.

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4.12 Conflict of Interest. The members will be governed by the applicable requirements of Section 112.3143, Florida Statutes, as may be amended from time to time.

ARTICLE 5: CONTRACTS

5.1 Execution of Instruments. Contractual instruments of the TOECRA (i.e., Memoranda of Understanding, Interlocal Agreements, etc.) shall be executed by the Chair and attested to by the Secretary. In the absence of the Chair, the Vice Chair may execute such instruments.

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ARTICLE 6: FISCAL MATTERS

6.1 Fiscal Year. The fiscal year of the TOECRA shall begin on October 1 and end on September 30 of each year.

6.2 Budget. The Executive Director shall prepare an annual budget and work program for the TOECRA Board's approval for each fiscal year, and such other budgets as the TOECRA Board may determine. The TOECRA shall be completed in time for inclusion within the Town of Eatonville's budget and the TOECRA shall adopt the budget by Resolution and recommend acceptance to the Town of Eatonville.

6.3 Accounting Practices. The TOECRA shall comply with applicable Florida law and all regulations of the State Department of Banking and Finance regarding uniform accounting practices and procedures for units of local government.

6.4 Annual Audit. The Executive Director shall arrange for an independent financial audit of the Redevelopment Trust Fund(s), as established in accordance with the provisions of Section 163.387, Florida Statutes, each fiscal year and a report of such audit(s) by an independent certified public accountant in accordance with the provisions of Section 163.387(8), Florida Statutes. The TOECRA shall provide a copy of such report(s) to each taxing authority contributing to the Redevelopment Trust Fund, the Florida Auditor General and the Florida Department of Financial Services via registered mail. The annual audit will be performed by the same independent auditor used by the Town for its annual audit or the TOECRA Board may elect to contract with a different independent auditor(s). The audit may be accomplished in conjunction with the Town's annual audit by the same certified public accountant, with the audit report submitted to the appropriate State Agencies as a single report, provided the TOECRA's component is presented as a separate (fund(s) in the report.

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property by the TOECRA shall be done in accordance with the same policies and procedures applicable to the acquisition, conveyance, and leasing of real property by the Town of Eatonville. The TOECRA Board shall seek to obtain market value for the sale or lease of any TOECRA-owned property, or, where applicable, clearly state on the record the reason(s) that a transaction is below market value. Market value may be taken from the Orange County Property Appraiser's website (www.ocpafl.org) for properties within the Town of Eatonville.

6.9 Supervision of Accounts. The Executive Director and the Treasurer, subject to the direction of the TOECRA, shall have control of and be responsible for the internal supervision and control of the accounts of the TOECRA.

ARTICLE 7: COMMITTEES

7.1 Power to Create. The TOECRA Board, by resolution, may create committees and/or boards to act in an advisory capacity, from time to time, as shall be necessary to carry out the functions, purposes and objectives of the TOECRA. The resolution creating an advisory committee or board shall provide the effective and unless otherwise delegated by resolution, the TOECRA Board shall appoint advisory committee or board members. In addition such committees may be appointed by the Chair as provided in Section 3.2 herein The advisory committee or board members shall not be currently serving on any other Town of Eatonville committees or boards. The advisory committee or board shall be made up of individuals meeting or exceeding one or more of the following criteria:

- a) Currently living within the Town of Eatonville for a minimum of five (5) consecutive years;
- b) Have a homestead within the Town of Eatonville;
- c) Working within the financial industry (i.e., accounting, banking, investing, etc.)
- d) Working within the real estate, housing or construction industry;
- e) Own a business within the Town of Eatonville;
- f) Representative of a major employer within the Central Florida area; and
- g) Representative selected by the TOECRA Board

ARTICLE 8: AMENDMENTS

8.1 Amendments. The Bylaws of the TOECRA shall be subject to an annual review by the Board and may be amended after an annual review at any regular or special meeting by a majority vote of the Board members. No such amendment shall be adopted unless at least two (2) days' written notice thereof has been previously given to the Board members. Amendments to these Bylaws shall require the affirmative vote of at least a majority of the TOECRA Board.

ARTICLE 9: INDEMNIFICATION AND INSURANCE

9.1 Indemnification of the TOECRA, its Officers, Members and Employees. Any of the TOECRA, its officers, Board members or other employees may be indemnified or reimbursed by the TOECRA for reasonable expenses (including, but not limited to, attorneys' fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which such person shall be made a party by reason of such

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) REPEALING THE EXISTING BYLAWS AND ADOPTING THE FOLLOWING BYLAWS AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Whereas, NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA.

ARTICLE 1: DEFINITIONS

Unless otherwise noted in the Bylaws, the terms used herein have the same meaning as defined in Section 163.340, Florida Statutes.

ARTICLE 2: GENERAL

2.1 ESTABLISHMENT and NAME: Pursuant to Chapter 163, Part III, Florida Statutes, the Town Council of the Town of Eatonville, Florida, as the governing body (the "Town") established a community redevelopment agency known as the Town of Eatonville Community Redevelopment Agency (the "TOECRA"), as a legal entity, separate, distinct, and independent from the Town.

2.2 Purpose and Objectives. The purpose of the TOECRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within designated areas of the Town, consistent with the Town of Eatonville Community Redevelopment Plan adopted by the Town in Resolution No. 1997-23, adopted by the Town on December 16, 1997, as such Plan may from time to time be amended.

2.3 Members and Terms. In accordance with Section 163.357(1)(a) and (c), Florida Statutes, and Town of Eatonville Resolution No. 1997-23, the TOECRA shall be governed by a board (the "Board") consisting of the five (5) members of the Town of Eatonville Town Council plus two appointed members. One of the appointed members shall be nominated for appointment by Orange County and one appointed by the Town Council. Those TOECRA Board members who are also members of the Town Council shall have terms that run concurrent with their Town Council terms. The two (2) appointed Board Members shall serve four (a) year terms. However, the initial term for seat one (l) shall be for a two (2) year term for the purpose of staggering the terms. The person appointed by the Town Council to serve on the Board shall reside or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the Town of Eatonville, and shall be otherwise eligible for such appointment under Chapter 163, Part III, Florida Statutes. When a Board Member's term has concluded, the Board Member shall retain his or her seat on the Board until such time that a successor has been appointed who meets the qualifications to serve on the Board.

2.4 Compensation. Board members shall serve without compensation from the TOECRA but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the TOECRA. Requests for reimbursement shall be subject to the requirements applicable to members of the Town of Eatonville Council under the policies of the Town.

2.5 Operation. In accordance with Chapter 163, Part III, Florida Statutes, the TOECRA shall have all the powers and authority necessary or convenient to carry out and effectuate the purposes and provisions of the referenced statute. Unless expressly provided otherwise by law or lawful actions of the TOECRA Board, the Town of Eatonville policies and procedures shall govern the actions of the TOECRA.

2.6 TOECRA Documents. The official set of TOECRA books and financial records shall be maintained in the Town of Eatonville Financial Services Department. The official records, documents and minutes of the TOECRA shall be maintained in the Town of Eatonville Clerk Office. All TOECRA books, records, documents and minutes shall be opened for public inspection as provided by law.

2.7 Principal Office. The TOECRA's principal office shall be at any place within the Town of Eatonville as the TOECRA Board designates.

2.8 CRA Plan and CRA District. The CRA Plan can be amended from time to time by the Town Council at the recommendations of the Board of Directors and/or Executive Director. The purpose of the CRA Plan is to identify policies and actions to remedy the Conditions of Slum and Blight that have been determined to exist within the CRA District. The CRA District can only be amended at the recommendation of the Board of Directors to the Town Council. The CRA District consists of all the Town's boundaries.

2.9 DOCUMENTS AND OPERATIONS. The Town Clerk shall be the custodian of all public records for the agency. All CRA records shall be made available for public inspection as provided by Florida Law. The CRA shall operate under the business hours of 8:00 A.M., to 5:00 P.M., Monday through Friday except for holidays. The Executive Director may adjust office hours for special occasions and/or events as needed.

ARTICLE 3: CRA BOARD OF DIRECTORS

3.1 MEMBERS OF THE BOARD OF DIRECTORS. Per the Interlocal Agreement established between the taxing authorities (Orange County and the Town of Eatonville) and the Agency consistent with Chapter 163 Part III of the Florida Statute, the membership must consist of the five (5) Town Council members plus two (2) members appointed by each taxing authority as long as the Town Council serve as members of the Board of Directors. The Town Council may elect to appoint an independent Board of Directors of at least (5) five members but no more than seven (7) to serve on the Board of Directors. If this method is chosen, the membership must be consistent with Florida Statute Chapter 163 Part III with appointments required by the taxing authorities as per the stated Interlocal Agreement. Board member shall serve without compensation but are entitled to reimbursement for actual expenses incurred in discharging their duties in accordance with agency and/or Town policies and allocated fiscal budget.

3.2 CHAIRMAN: The Chair shall preside over all meetings and shall serve as the oversight of the Executive Director for the Board of Directors. The Chair shall also execute all official documents of the agency when necessary or as authorized by the Board of Directors. The Chair does not have any Administrative duties unless there is an absence or vacancy of an Executive Director at which the Board of Directors must by Resolution authorize first and not to exceed a 30-day period. The Chair shall review with the Executive Director all agendas prior to presentation to the Board of Directors. The Chair may not interfere with the day-to-day operations of the agency (see Executive Director). The Town Council shall appoint a Chairman of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

3.3 VICE CHAIRMAN: Shall have all the duties of the Chairman in his/her absence. The Town Council shall appoint a Vice Chairman of the Agency for a period not to exceed their term of appointment or term of office if they are an elected official.

3.4 EXECUTIVE DIRECTOR: The Executive Director shall serve as the Chief Executive Officer of the CRA. The Executive Director shall be in charge of all day-to-day operations of the agency consistent with CRA Policies and Procedures. The Executive Director shall supervise all employees, professional service providers, consultants, and vendors of the

agency. The Executive Director has the authority to terminate all employees, professional service providers, consultants, and vendors of the agency. The Board of Directors must enter into an employment agreement with the Executive Director, as negotiated by the agency and the Executive Director. The termination of the Executive Director requires a super majority vote of the Board of Directors. The Executive Director has the authority to execute employment terms for all budgeted positions without the approval of the Board of Directors. The Executive Director shall adhere to all Florida Statutes and applicable provisions.

ARTICLE 4: INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING:

4.1 The Agency shall have the authority to enter into long or short term with the Town of Eatonville for any reason deemed necessary for the efficient conduct of the agency and/or the Town. A Memorandum of Understanding can be established to accomplish short-term redevelopment activities not contemplated by any Interlocal Agreement.

ARTICLE 5 MEETINGS:

5.1 REGULAR MEETING: All regular meeting dates and times shall be approved and posted for the fiscal year by the Board of Directors prior to the last day of December of the previous fiscal year. The CRA Advisory Board may adopt a monthly, quarterly semi-annual, or annual meeting schedule. All regular meetings must be held consistent with CRA policies and procedures along with Florida Statute. Meetings may be canceled by the Chairman and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures.

5.2 SPECIAL MEETINGS: Special meetings may be called by the Chairman and/or Executive Director in accordance with the Florida Statute and CRA policies and procedures. All Special meetings must be held consistent with CRA policies and procedures along with Florida Statute.

5.3 EMERGENCY MEETINGS: For urgent matters requiring immediate Board of Directors action may be called by the Chairman and the Executive Director with a 24-hour notice or as soon as possible. Prior public notice shall not be required but shall be provided as soon as possible. All emergency meetings must be held consistent with CRA policies and procedures along with Florida Statute.

5.4 QUORUM: The presence of a majority of the Board of Directors shall constitute a quorum for meeting purpose.

5.5 AGENDA: The Executive Director shall prepare all meetings Agendas with review by the Chairman. The Agenda and Agenda Packet must be delivered to each member no later than two (3) days prior to the meeting date. Agenda items requested by Board members must be in writing and presented to the Executive Director *seven (7) days* prior to such a meeting scheduled.

ARTICLE 6. FINANCIAL MANAGEMENT and ANNUAL REPORTING

6.1 FISCAL YEAR: The CRA fiscal year shall begin on October 1st of each year.

6.2 BUDGET: The Executive Director must post on the CRA website the proposed fiscal budget by September 30 of each year. The Board of Directors must approve the final adopted fiscal budget no later than December 21st of each year.

6.3 ANNUAL REPORTING REQUIREMENTS: Community Redevelopment Agencies in Florida are required by state law to prepare *five annual reports:*

- 1) Annual Audit (can be independent of the creating entity or included in the creating entity’s audit) (www.myflorida.com/audgen)

- 2) Annual Fees and Updates to the Office of Special District Accountability Florida Department of Economic Opportunity (<http://floridajobs.org/community-planning-and-development/special-districts/special-district-accountability-program>)
- 3) Comprehensive Annual Financial Report (<https://myfloridacfo.com/division/aa/local-governments>)
- 4) Annual March 31 Report to the public (posted online)
- 5) Annual Budget (proposed and adopted) and Board, contact information updated and posted each September online on the CRA page.

6.4 ACCOUNTING PRACTICES. The CRA shall comply with the Florida Department of Financial Services uniform accounting practices and procedures for units of Local Government. CRA Board of Directors must adopt the Town's Procurement Policy consistent with agency management structure.

6.5 SUPERVISION OF ACCOUNTS. The Executive Director shall be responsible for the internal supervision and control of the CRA accounts (Trust Fund).

6.6 AUDIT: All auditing services must be provided by an independent auditor/firm separate from each taxing authority. Such an audit shall be provided to the Town of Eatonville as a supplemental audit to the Town's Audit report and consistent with the Town's state reporting requirements.

ARTICLE 7 CRA ADVISORY BOARD

7.0 ADVISORY BOARD. The Board of Directors shall appoint a CRA Advisory Board to work with the Executive Director on program implementation and execution of the CRA Plan. The CRA Advisory Board must consist of at least five (5) business owners located in the Town of Eatonville and two (2) citizens. The Executive Director shall make a recommendation for each member to be confirmed by the Board of Directors.

ARTICLE 8 AMENDMENT OF BYLAWS

8.0 AMENDMENTS. Amendments to these bylaws shall require a super majority vote of the Board of Directors and provided that such amendments do not violate Florida Law.

ARTICLE 9: INDEMNIFICATION AND INSURANCE

9.1 Indemnification of the TOECRA, its Officers, Members, and Employees. Any of the TOECRA, its officers, Board members or other employees may be indemnified or reimbursed by the TOECRA for reasonable expenses (including, but not limited to, attorneys fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which such person shall be made a party by reason of shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of such persons duties to the TOECRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the TOECRA Board acting by vote of members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Board members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, their heirs, executors or administrators may be entitled as a matter of law.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 20 day of June 2024.

TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

Wanda Randolph, Chair

ATTEST:

Town Clerk or Board Designee



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA WORKSHOP

Denton Johnson Center 400 Ruffel Str. **(ADJUSTED LOCATION)**

AUGUST 15, 2024, AT 05:30 PM

Cover Sheet

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

ITEM TITLE: Discussion of Resolution CRA-R-2024- 24 Contract with the GAI Consultants’ Community Solutions Group for Professional Planning Services for the Eatonville CRA Plan (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: ADMINISTRATION
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none"> • Resolution CRA-R-2024-24 **(Refer to Workshop support Materials) • Contract with Scope of Services **(Refer to Workshop support Materials)
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION	YES	

REQUEST: Discussion of Resolution CRA-R-2024-24 Approving a contract with the GAI Consultants’ Community Solutions Group for professional planning services for Eatonville CRA Plan Update in the amount of \$50,000.

SUMMARY: The Board of Directors acknowledges the Town’s CRA Plan was adopted in 1997 in the Orange County Ordinance number 97-M-14. In 1997, the original redevelopment plan was intended to be a strategic plan for the subsequent fifteen years with the primary objective of building the infrastructure needed to support a themed community concept.

The plan included four redevelopment goals: 1) to Develop guidelines for Eatonville’s proposed themed development, 2) To create unified leadership and direction, 3) to Attract and accommodate new businesses, and 4) to Create an attractive and viable sense of place. In 2015, building on the base of the 1997 plan, CSG created a CRA Plan Update Document, which was never approved or adopted. The 2015 Plan identified five themes/goals, which are: 1) Creating a quality sense of place, character, and image, 2) Developing high-performance infrastructure, 3) Reinforcing a place that embraces history, culture, and education, 4) A connected town, and 5) a place that is attractive to business and economic opportunity.

Because the 2015 plan was never approved and adopted, the timeframe was not extended, and the original 1997 (the current plan) will sunset on January 1st, 2027; therefore, as a first step, CSG recommends beginning discussions with Orange County about extending the CRA operational timeframe. These discussions are crucial to determine the County’s willingness to extend the CRA. Maintaining this

successful and mutually beneficial partnership is one of the key objectives before, during, and after the CRA Plan Update. This early coordination with the County may also influence whether and how the CRA proceeds with the Plan Update. Specifically, preliminary discussions with Orange County indicate an unwillingness to consider the potential extension of the CRA for approval. In that case, the subsequent activity of updating the CRA Plan is significantly impacted.

This item was tabled on June 20, 2024, with a request to be tabled. This item is being brought back to the board for reconsideration with workshop to will be held on August 15th at 5:30 p.m. prior to 6:30 p.m. scheduled board meeting.

RECOMMENDATION: Staff is recommending the Board of Directors discuss the contract with the GAI Consultants' Community Solutions Group for professional planning services for Eatonville CRA Plan Update in the amount of \$50,000.

FISCAL & EFFICIENCY DATA: Use \$50,000 from budget line 303-0515-515.6301 (Infrastructure Improvement) which currently has \$233,000 in it.

RESOLUTION #CRA-R-2024-24

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE CONTRACT WITH THE GAI CONSULTANTS’ COMMUNITY SOLUTIONS GROUP (GAI) FOR PROFESSIONAL PLANNING SERVICES FOR EATONVILLE CRA PLAN UPDATE IN THE AMOUNT OF \$50,000 PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS the members of the Board of Directors are the governing body of the agency; and

WHEREAS such members constitute the head of a legal entity, separate, distinct, and independent from the governing body of the County or Municipality; and

WHEREAS the Board of Directors wishes to enter into a partnership with a valued community stakeholder from the Governing body of the County or Municipality; and

WHEREAS the Board of Directors acknowledges the Town’s CRA Plan was adopted in 1997 in the Orange County Ordinance number 97-M-14. In 1997, the original redevelopment plan was intended to be a strategic plan for the subsequent fifteen years with the primary objective of building the infrastructure needed to support a themed community concept. The plan included four redevelopment goals: 1) to Develop guidelines for Eatonville’s proposed themed development, 2) To create unified leadership and direction, 3) to Attract and accommodate new businesses, and 4) to Create an attractive and viable sense of place.

In 2015, building on the base of the 1997 plan, CSG created a CRA Plan Update Document, which was never approved or adopted. The 2015 Plan identified five themes/goals, which are: 1) Creating a quality sense of place, character, and image, 2) Developing high-performance infrastructure, 3) Reinforcing a place that embraces history, culture, and education, 4) A connected town, and 5) a place that is attractive to business and economic opportunity.

Because the 2015 plan was never approved and adopted, the timeframe was not extended, and the original 1997 (the current plan) will sunset on January 1st, 2027; therefore, as a first step, CSG recommends beginning discussions with Orange County about extending the CRA operational timeframe. These discussions are crucial to determine the County’s willingness to extend the CRA. Maintaining this successful and mutually beneficial partnership is one of the key objectives before, during, and after the CRA Plan Update. This early coordination with the County may also influence whether and how the CRA proceeds with the Plan Update. Specifically, preliminary discussions with Orange County indicate an unwillingness to consider the potential extension of the CRA for approval. In that case, the subsequent activity of updating the CRA Plan is significantly impacted.

NOW THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA

SECTION ONE: FINDINGS: The recitals set forth above are hereby acknowledged and accepted by the Eatonville Community Redevelopment Agency as findings made by the Board of Directors and does hereby incorporate such recitals as findings into this Resolution.

SECTION TWO: AFFIRMATION: The Board of Directors of the Eatonville Community Redevelopment Agency does hereby affirm its findings in the CRA Plan and Chapter 163, Florida Statute as provided.

SECTION THREE: SUMMARY: The Board of Directors acknowledges the Town’s CRA Plan was adopted in 1997 in the Orange County Ordinance number 97-M-14. In 1997, the original redevelopment plan was intended to be a strategic plan for the subsequent fifteen years with the primary objective of building the infrastructure needed to support a themed community concept. The plan included four redevelopment goals: 1) to Develop guidelines for Eatonville’s proposed themed development, 2) To create unified leadership and direction, 3) to Attract and accommodate new businesses, and 4) to Create an attractive and viable sense of place.

In 2015, building on the base of the 1997 plan, CSG created a CRA Plan Update Document, which was never approved or adopted. The 2015 Plan identified five themes/goals, which are: 1) Creating a quality sense of place, character, and image, 2) Developing high-performance infrastructure, 3) Reinforcing a place that embraces history, culture, and education, 4) A connected town, and 5) a place that is attractive to business and economic opportunity.

Because the 2015 plan was never approved and adopted, the timeframe was not extended, and the original 1997 (the current plan) will sunset on January 1st, 2027; therefore, as a first step, CSG recommends beginning discussions with Orange County about extending the CRA operational timeframe. These discussions are crucial to determine the County’s willingness to extend the CRA. Maintaining this successful and mutually beneficial partnership is one of the key objectives before, during, and after the CRA Plan Update. This early coordination with the County may also influence whether and how the CRA proceeds with the Plan Update. Specifically, preliminary discussions with Orange County indicate an unwillingness to consider the potential extension of the CRA for approval. In that case, the subsequent activity of updating the CRA Plan is significantly impacted. This update will cost \$50,000 and it will cover two different services; the plan update and the CRA extension.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA.

SECTION FOUR: CONFLICTS: All or part of any Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are 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 not 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 shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of August 2024.

Wanda Randolph, Chair

ATTEST:

Veronica L. King, Town Clerk



Planning | Urban Design
Landscape Architecture
Economics | Real Estate

A GAI Consultants Inc. Service Group

May 31, 2024

Ms. Shaniqua (Shan) Rose
Town of Eatonville CRA Director

Scope of Services -DRAFT
Professional Planning Services for Eatonville CRA Plan Update
GAI Project: R240806.00

Dear Ms. Rose,

GAI Consultants' Community Solutions Group ("GAI" or "CSG") is pleased to submit this Proposal to the Town of Eatonville ("Client") for an update to the Town of Eatonville Community Redevelopment Area ("CRA") 2105 Plan. This Proposal outlines the scope of work and costs based on our understanding of the assignment.

Understanding

The proposed scope of work is based on the following understanding of the items listed below:

1. Plan Background and Timeframe:
 - o The Town's CRA Plan was adopted in 1997 in the Orange County Ordinance number 97-M-14. In 1997, the original redevelopment plan was intended to be a strategic plan for the subsequent fifteen years with the primary objective of building the infrastructure needed to support a themed community concept. The plan included four redevelopment goals: 1) to Develop guidelines for Eatonville's proposed themed development, 2) To create unified leadership and direction, 3) to Attract and accommodate new businesses, and 4) to Create an attractive and viable sense of place.
 - o In 2015, building on the base of the 1997 plan, CSG created a CRA Plan Update Document, which was never approved or adopted. The 2015 Plan identified five themes/goals, which are: 1) Creating a quality sense of place, character, and image, 2) Developing high-performance infrastructure, 3) Reinforcing a place that embraces history, culture, and education, 4) A connected town, and 5) a place that is attractive to business and economic opportunity.
 - o Because the 2015 plan was never approved and adopted, the timeframe was not extended, and the original 1997 (the current plan) will sunset on January 1st, 2027; therefore, as a first step, CSG recommends beginning discussions with Orange County about extending the CRA operational timeframe. These discussions are crucial to determine the County's willingness to extend the CRA. Maintaining this successful and mutually beneficial partnership is one of the key objectives before, during, and after the CRA Plan Update. This early coordination with the County may also influence whether and how the CRA proceeds with the Plan Update. Specifically, suppose preliminary discussions with Orange County indicate an unwillingness to consider the potential extension of the CRA for approval. In that case, the subsequent activity of updating the CRA Plan is significantly impacted.

2. Scope Outline:

- Based on the information provided above, CSG recommends splitting the scope of work into two parts. Part 1 involves seeking a CRA timeline extension and plans review, while Part 2 involves updating the plan. Below is the proposed scope outline.
 - Part 1: CRA Timeline Extension & Project Coordination *(All these tasks will continue through Part 2 of the scope)*
 - Task 1: CRA Extension Coordination with County
 - Task 2: Meetings and Project Coordination
 - Task 3: Plans Review
 - Task 4: On-Call Planning Consultation
 - Part 2: CRA Plan Update *(contingent on the County's decisions)*
 - Task 5: Initiation
 - Task 6: Assessment and Evaluation
 - Task 7: Market Assesmet
 - Task 8: CRA Plan
 - Task 9: Working Group and CRA Board Meetings

3. Contracting and Procurement:

- The Town will utilize Orange County Contract #Y22-143B for Professional Planning Services. Please note that CSG will need to follow all the terms and conditions outlined in this contract, including meeting SBE/WBE requirements. Therefore, adding other consultants may be required and not included in this scope of work. The Town also has the option to implement its own procurement process.

4. Community Engagement:

- The Town prefers not to conduct public meetings for the CRA plan update due to significant public engagement already conducted through other processes, such as the Town's Master Plan, FEMA Plan, Vision Zero Plan, and EPA R2P2 Technical Assistance, among others.

5. Project Timeline:

- Part 2 of the project will begin after Orange County agrees to extend the CRA, the Town Master Plan Process is 90% complete, and the EPA R2P2 Technical Assistance final report has been delivered.

Scope of Outline

Part 1: CRA Timeline Extension & Project Coordination

This first part can commence once the Client and CSG have an executed contract. All tasks performed in Part 1 will be billed hourly, not to exceed the agreed limit, until CSG receives written notification and approval from the Client. All these tasks will continue through Part 2 of the scope.

Task 1: CRA Extension Coordination with County (Hourly)

CSG can assist the Town staff by coordinating and preparing comprehensive meetings with Orange County staff to discuss the extension of the CRA timeframe. This extension would potentially prolong the CRA's duration, moving the sunset date to 2057. CSG's support will include organizing these critical discussions, providing necessary documentation, and ensuring that all relevant information is communicated effectively to facilitate a favorable outcome for the Town.

1. County/Town Coordination Call: During the project's lifespan, regular progress meetings with Orange County are estimated to be five (5) meetings on an as-needed basis. Additional meetings will be billed on an hourly basis.

Task 2: Meetings and Project Coordination (Hourly)

CSG will attend regular review meetings with the Client not already accounted for in *Task 8: Working Group and CRA Board Meetings*. Meetings are budgeted as hourly, not to exceed. Any meetings beyond the ones estimated below will be considered additional services.

1. Project Management Plan: CSG will create a detailed work plan and schedule, including project team responsibilities and milestones.
2. Project Initiation Meeting: CSG will prepare an in-person meeting with the Client to confirm the project scope, objectives, schedule, deliverables, team and working group members' roles, and responsibilities. The project initiation meeting will occur on the same day as the site visit.
3. Project Administration: CSG will complete general administrative tasks, including communicating and coordinating with the Client.
4. Review/Coordination Meetings: During the project's lifespan, regular progress meetings are estimated to be six (6) meetings on an as-needed basis. Additional meetings will be billed hourly.

Task 3: Plan and Documents Review (Hourly)

1. Plans Review: CSG will review and evaluate all documents pertinent to the CRA, including but not limited to the 1997 and 2015 CRA Plan, 2024 Town's Master Plan, Vision Zero Plan, and EPA R2P2 Report, among others. The intent is to have a holistic understanding of the goal and intent of all past and current plans. All these plans will help inform the 2024 CRA Plan Update vision, goals, strategies, and projects and identify what to stay in the plan and what we need to modify or update.

Task 4: On-Call Planning Consultation (At-Request)

CSG will provide ongoing design and planning consultations to the Client at request at an hourly rate for items listed below:

1. Materials (plans, narratives, drawings, memos) to justify plan extension
2. Grants Application support
3. Ongoing refinement and updating of the master plan.
4. Additional conceptual studies, alternative analysis, and detailed site plan studies for specific uses or specific parcels.
5. Any additional planning services not included in this scope.

Part 2: Plan Update

Part 2, as written below, will commence after Orange County makes a verbal or written commitment to extend the CRA timeframe.

Task 5: Initiation

To kick off the project, CSG will work with the Client on all the items outlined below.

2. Site Visit and Visual Documentation: Concurrent with the Project Initiation Meeting and under the Client's guidance, CSG will tour the CRA area and create photo documentation to help inform the area assessment (*See Task 6: Area Assessment & Evaluation*). The primary purpose will be to document the overall character and image of the areas (residential, East and West Kennedy, Civic Center, etc.) streetscape, gateway elements, parks, and open space, among other physical elements, to help inform the physical assessment and evaluation of the CRA. The area visual documentation and takeaways will be included in the deliverable for *Task 6: Area Assessment & Evaluation*.
3. Working Group Formation Strategy: CSG recommends that the Client create a Working Group for the project to help guide the planning process. This group will be comprised of town staff and leadership, neighborhood groups, business owners, landowners, and other organizations or community members interested in the town's and CRA's future. The committee will help guide, validate ideas, and make recommendations regarding the CRA's vision and plan. The intent is to meet with the Working Group at different project stages.
4. Data and Information Gathering: CSG will work with the Client to collect all plans, reports, imagery, and available data (GIS or other) pertinent to the project.

Task 6: Assessment & Evaluation

Concurrent with some of the items outlined in *Task 5: Initiation*, CSG will conduct an area assessment and evaluation to help inform the CRA Plan Update.

5. Policy Review: CSG will complete a review of current zoning, land use, regulatory/code language, and programs and incentives that affect the redevelopment of the area.

6. Demographics: CSG will gather and analyze the demographic and socio-economic characteristics of the CRA and City, or CSG can use the demographic data collected as part of the Town's Master Plan.
7. Map/Project Inventory and Parcel Characteristic Analysis: CSG will map and inventory all past, current and future projects, as well as the existing urban conditions, zoning, existing land use, future land use, street network, parks, and open space, wetlands, conservation, natural systems, and infrastructure (utilities, parking, and stormwater), and other elements if relevant. CSG will create a parcel characteristics analysis (Vacancy, Ownership, New Development Permits...etc), all subject to the availability of GIS or other data from the City or other agencies.
8. Opportunities and Constraints Map Series: Based upon the above-described review and map inventory, CSG will develop a series of opportunities and constraint maps, which may include but are not limited to 1) Area Character and Image, 2) Access and Connectivity, 3) Stormwater and utilities (based on data or information availability), 4) Parks and Open Space, 4) Initial Identification of Potential Redevelopment sites and 5) Projects.
9. Area Assessment & Evaluation Documentation: CSG will compile the items listed under this task in a report. The deliverables will take the form of tables, memos, graphs, or others as appropriate to the output involved, summarized into a report with proper documentation.

Task 7: Market Assessment

CSG will prepare a Market Assessment that will include the following:

1. Market Conditions: Concurrent with *Task 6: Area Assessment & Evaluation*, CSG will analyze the current economic conditions of commercial and residential markets that shall address the following:
 - a. Business and employment will include business by type, amount of commercial floor space occupied and vacant, cost to lease/rent retail floor space, and unemployment rate.
 - b. Residential dwelling units are to include the number of single-family and multi-family, amount occupied, owner-occupied and renter-occupied, vacancy rate, median dwelling unit value, and cost to rent.
2. Market Potential: Concurrent with *Task 8: CRA Plan* CSG will create an analysis of market potential that may include, but not be limited to, gap analysis and potential development opportunities for commercial and residential markets within the CRA. Potential development opportunities shall be based on current demographic and land use data. They shall assess a fifteen (15) year future growth projection of commercial and residential uses.
3. Market Assessment Report: CSG will create a report containing tables, memos, graphs, or others as appropriate to the output involved, summarized into a report with proper documentation.

Deliverables:

- Market Assessment Report (PDF Format)

Task 8: CRA Plan

After completing the Area and Plan Assessment and Evaluation, CSG will work hand-in-hand with the Client and Working Group on the creation of a CRA Plan Update. Four (4) Working Group meetings will occur concurrently with this task; *see Task 9: Working Group and CRA Board Meetings*. The CRA Plan Update work will be performed in five (5) steps outlined below:

1. Visioning and Frameworks: CSG will utilize the Town’s Master Plan Elements as a base to create the CRA Plan Vision and Frameworks described below.
 - a. Vision Statement & Guiding Principles: CSG will develop a vision statement and a series of guiding principles that describe the CRA's future goals and act as an umbrella for the goals/big moves and actions that are developed.
 - b. Goals / Big Moves: CSG will create a series of goals / big moves. The goals will outline the key actions the CRA will take to execute the vision. The actions will be organized into the following types: 1) policy (code & regulations), 2) organizational (administrative & program), 3) funding, and 4) physical improvement (development, public realm & infrastructure).
 - c. Framework Plans: CSG will create a series of framework plans to help support the big moves.
2. Capital Projects and Program: CSG will identify potential redevelopment sites and projects.
 - a. Vision-based Concept Plan: CSG will create a vision plan to illustrate the potential for future redevelopment in the public realm and infrastructure projects. The concept plan will help inform the selection of the catalyst sites. CSG will deliver one (1) illustrative plan rendering.
 - b. Renderings: CSG will deliver up to 3 (three) renderings, one (1) birds-eye view, and two (2) street-level views of some of the proposed projects.
3. Implementation: CSG will create a summary implementation plan with the goals and actions. The actions will have a timeframe and be organized by type and implementation level (basic, progressive, and transformational). CSG will prepare a 5-year capital improvement program (CIP) for the CRA, increment revenue projections for the CRA through the sunset date at 5-year increments, and initial budgets for program implementations.
4. Draft Plan: CSG will deliver a draft plan document with up to three (3) revisions. The report will contain tables, memos, graphs, diagrams, and renderings or others as appropriate to the output involved.
5. Final CRA Plan: CSG will deliver a Final CRA Plan Document. CSG will compile, summarize, and address the Clients, Working Group, and Board Members and create a Final Plan Document.

Deliverables:

- Draft CRA Plan (PDF Format)
- Final CRA Plan (PDF Format)

Task 9: Working Group and CRA Board Meetings

CSG will prepare, attend, and conduct up to four (4) Working Group Meetings and two (2) CRA Board meetings.

1. Working Group Meetings: CSG will prepare, attend, and conduct up to four (4) in-person Working Group meetings. These meetings intend to present progress updates and gather input from the group members for the CRA Plan Update.
 - a. Meeting #1: Project Kick-Off and Area Understanding: Concurrent with the Site Visit (See Task 1: Initiation Item 4), CSG will prepare and facilitate an in-person meeting. At this first meeting, CSG will introduce the project and set expectations. This first meeting intends to gather initial input from the group about the CRA's current vision, goals, projects, programs, and design standards.
 - b. Meeting #2: Assessment & Evaluation: CSG will present the area and market assessment findings. The meeting will start with a presentation followed by a facilitated group discussion.
 - c. Meeting #3: Vision and Projects: CSG will present the CRA Vision, Frameworks, Concept Plan, and Potential Projects. The meeting will start with a presentation followed by a facilitated group discussion.
 - d. Meeting #4: Draft Plan: CSG will present the Draft CRA Plan. The meeting will start with a presentation followed by a facilitated group discussion.
2. CRA Board Meetings: CSG will attend up to two (2) CRA Board Meetings to present the Draft and Final Plan to the Board Members.

Schedule

GAI will refine the schedule and sequence of events with the Client and work towards a mutually agreed-upon schedule with benchmarks for each Task. We anticipate that Part 1 will take three to four months and Part 2 will take six to nine months.

Compensation

Compensation for services rendered by GAI will be paid on a lump sum or hourly basis, as indicated below.

Tasks	Description	Term	Fee
Part 1: CRA Timeline Extension & Project Coordination (Hourly)			
1	CRA Extension and Coordination	Hourly (NTE)	\$4,000
2	Meetings and Project Coordination	Hourly (NTE)	\$4,500
3	Plan Review	Hourly (NTE)	\$5,000
4	On-Call Planning Consultation (At-Request)	Hourly (NTE)	\$5,000
Part 1 Total:			\$18,500
Part 2: CRA Plan Update (Lump Sum)			
5	Initiation	Lump Sum	\$3,000
6	Assessment and Evaluation	Lump Sum	\$10,000
7	Market Assessment	Lump Sum	\$10,000
8	CRA Plan	Lump Sum	\$20,000
9	Working Group and CRA Board Meetings	Lump Sum	\$12,000
Part 2 Total			\$55,000
		Direct Expenses (Estimated):	\$1,000
		Total Part 1 and 2 Estimate (<i>including direct expenses</i>)	\$74,500

Reimbursable Expenses

Reimbursable expenses may include in-house and out-of-house project costs required to perform and deliver design documents, expenses related to out-of-town travel for project meetings, permit phase services, and construction phase services such as postage, courier services, overnight deliveries, mileage, rental cars, and meals. General reproduction for progress prints and permit submittals is not anticipated. Reimbursable expenses will be invoiced separately on an actual cost basis.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
2. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
3. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
4. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
5. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
6. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
7. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within ninety (90) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within ninety (90) calendar days.



Memorandum

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

To	Kesi Warren, Orange County	Pages 1
CC	Kaitlin Kolhoff, Orange County; Pete Sechler, GAI	
Subject	Y22-143B-AH GAI Subconsultants	
From	Blake Drury, GAI	
Date	August 12, 2022	

Ms. Warren,

You requested a written statement listing all majority subconsultants GAI will use on the above-referenced contract. Our subconsultants, listed below, are all part of Orange County’s M/WBE or SDV program. No majority subconsultants are included on our team.

Subconsultants:

1. ecoPreserve, LLC – 12% of contract value for Sustainability Planning (WBE)
2. Rhodes + Brito Architects, Inc. – 5% of contract value for Architectural (MBE)
3. The Balmoral Group, LLC – 8% of contract value for Economic Consulting and GIS (WBE)
4. Drummond Carpenter, PLLC - 8% of contract value for Community Planning Services, Civil Engineering, and Sustainability Services (SDV)

END NOTES

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