



HISTORIC TOWN OF EATONVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY MEETING AGENDA

Thursday, January 15, 2026, at 6:30 PM
Town Hall - 307 E Kennedy Blvd

AMENDED



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. ROLL CALL**
- III. INVOCATION AND PLEDGE OF ALLEGIANCE**
- IV. PRESENTATIONS**
- V. CITIZEN PARTICIPATION (Three minutes strictly enforced)**
- VI. CONSENT AGENDA**
 - 1. Approval of Resolution CRA-R-2026-1 December 2025 Financials
 - 2. Approval of Resolution CRA-R-2026-2 Board of Directors Meeting Minutes
 - 3. Approval of Resolution CRA-R-2026-3 Banking RFP
 - 4. Approval of Resolution CRA-R-2026-4 Consultant Service Agreement
- VII. BOARD DISCUSSION**
 - 5. Board of Directors School Board and FDOT Property
- VIII. BOARD DECISIONS**
- IX. STAFF REPORTS**
- X. BOARD REPORTS**
- XI. ADJOURNMENT**

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****PUBLIC NOTICE****

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



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
JANUARY 15, 2026, AT 6:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA–R– 2026-01 Approving the December 2025 Financials (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION
CONSENT AGENDA	YES	Exhibits: <ul style="list-style-type: none">RESOLUTION CRA-R-2026-01
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of Resolution CRA–R–2026-01

SUMMARY: The Board of Directors will need to approve the monthly financial of the CRA.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2025-45

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-01

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE DECEMBER 2025 FINANCIALS AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

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

WHEREAS the TOECRA Board of Directors is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner; and

WHEREAS the TOECRA Board of Directors will review and approve all monthly financial reports: and

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

SECTION ONE: AMENDMENTS. The TOECRA Board of Directors will review and approve all monthly financial reports in good stewardship of the CRA Trust Account.

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 15TH day of JANUARY 2026.

Angie Gardner, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
NOVEMBER 18, 2025, AT 6:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA–R– 2026-02 Approving the BOD Meeting Minutes (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION
CONSENT AGENDA	YES	Exhibits: <ul style="list-style-type: none">• RESOLUTION CRA-R-2026-02
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of Resolution CRA–R–2026-02

SUMMARY: The Board of Directors will need to approve all meeting minutes of the TOE CRA.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2025-49

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-02

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE BOARD OF DIRECTORS MEETING MINUTES AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

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

WHEREAS the TOECRA Board of Directors is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner and document meetings of the Board of Directors through minutes and recordings; and

WHEREAS the TOECRA Board of Directors will review and approve all Board of Directors meeting minutes: and

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

SECTION ONE: AMENDMENTS. The TOECRA Board of Directors will review and approve all meeting minutes of the agency.

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 15TH day of JANUARY 2026.

Angie Gardner, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee

Board Workshop Meeting Minutes

Date: Thursday, December 18, 2025

Time: 6:30PM - 8:45PM

Location: Town Hall - 307 E Kennedy Blvd

Type: CRA Board Meeting

Call to Order: Vice-Chair Theo Washington called the meeting to order at 6:30pm.

Roll Call: Quorum was established through roll call by Ms. King.

Board Members Present: (6)

Vice Chair Theo Washington, **Director** Wanda Randolph, **Director** Tarus Mack, **Director** Donovan Williams, **Director** Ruthi Critton (6:58pm), **Chair** Angie Gardner (6:44pm)

Board Members Absent: (1)

Director La Dwyana Jordan

Staff Present: (4)

Executive Director, Michael Johnson; **Program Coordinator**, ShaK Jones; **Town Clerk**, Veronica King; **Attorney**, Greg Jackson

Invocation and Pledge of Allegiance

Vice-Chair Washington led the invocation through a Moment of Silence followed by the Pledge of Allegiance

Citizen Participation

Angela Johnson (Resident) - addressed the board with concerns focused on transparency, accountability, and public access. She requested clarification on public records related to the selection and contractors for the 119 South West Street project, asking whether a board-approved contract exists and seeking the corresponding resolution or documentation. She also questioned the terms of a line of credit, specifically whether repayment extends beyond the CRA's 2027 sunset and how such agreements receive board approval. Additionally, Angela challenged a proposed employee merit pay award, noting discrepancies in the calculations and staff count, and urged the board to move consent agenda items into full

discussion to enhance transparency in decision-making. Angela questioned agreement for old Club Eaton that needed clarification.

Consent Agenda

Director Randolph **MOTIONS** request all items/ 1-7 be moved to board discussion; **SECOND** by Director Mack. All moved to **DECISION** items.

AYE: ALL, PASSED.

Board Discussion

Resolution CRA-R-2025-48:

Town Clerk King: Read the resolution into the record.

Director Randolph: voiced strong concerns over the quality and detail of the financial reports provided to the board. She stated that the current reports mainly list check numbers, dates, and amounts, but lack essential details such as to whom checks were paid and the purpose for each transaction. Randolph stressed that, as stewards of public funds, the board must receive more comprehensive and transparent documentation—specifically, a register or report clearly indicating the date, payee, and purpose for every check or expenditure. She also emphasized that this request had been brought up previously but not yet addressed, and she called for immediate improvement in financial reporting to enable proper board oversight and accountability.

Director Mack: Director Mack acknowledged Director Randolph's concerns about financial transparency. He suggested that, instead of raising such questions during public meetings, board members should communicate their information needs directly to staff beforehand. Mack explained that he has never had a problem getting details about expenditures when he asks staff privately. He emphasized the importance of communication between the board and staff to resolve issues efficiently and avoid unnecessary conflict during meetings. Mack clarified he wasn't undermining Randolph's rights but advocated for better communication practices to streamline board operations and prevent misunderstandings.

Executive Director: explained that the monthly financial reports provided to the board include copies of the town's bank statements and a summary of revenue and expenditures. He clarified that all checks are generated through the town's finance department and emphasized that the board and members are welcome to request additional details—such as information about specific checks or transactions—directly from finance staff. Johnson acknowledged that this level of detail had not been requested previously but committed to obtaining and providing the comprehensive information sought by the board. He assured members that, moving forward,

such requests would be fulfilled, and the process would be improved to ensure everyone has access to the needed financial data.

Vice-Chair Washington: related his own experience with banking, explaining that while standard statements may list only check numbers and amounts, more detail (such as the payee and purpose) is accessible if deeper inquiry is made (like clicking in an online system). He pointed out that all board members, except two non-elected ones, already have access to the agency's bank account and can obtain detailed information at any time. Washington reassured the board that, should there be any questions, additional efforts would be made to ensure transparency and provide the necessary documentation to all board members.

Outcome of Resolution CRA-R-2025-48:

After a thorough discussion addressing board concerns about financial transparency and documentation, a motion was made and seconded to approve resolution CRA-R-2025-48 (approval of the November 2025 financials). The board proceeded to a vote, and the resolution was approved. Board members were reminded that additional financial documentation and explanations would be provided as requested to address the concerns raised during the meeting. Vice Chair Washington motions to approve.

AYE: ALL; Oppose: Director Randolph. Randolph/Mack 4/0 PASSED.

Resolution CRA-R-2025-49:

Town Clerk King: Read the resolution into the record.

AYE: ALL; Oppose: Director Randolph. Gardner/William 4/1 **PASSED.**

Resolution CRA-R-2025-50:

Town Clerk King: Read the resolution into the record.

Vice-Chair Washington; MOTION to approve. Questions:

Director Mack: expressed support for granting merit pay to CRA employees, provided the process is fair and transparent. He asked clarifying questions about how the proposed merit pay amount was calculated and whether similar principles applied for town staff. Mack advocated for equal treatment and fairness across both sides of CRA and town employees, highlighting the need for holiday recognition and goodwill for hard-working staff, regardless of the number of eligible employees. He acknowledged concerns about policy and process but ultimately favored proceeding with the proposed merit pay, viewing it as an appropriate gesture of appreciation for employee contributions.

Director Randolph: voiced skepticism and concern about offering merit pay to CRA employees at this time. She questioned whether the current employees have enough tenure or demonstrated impact to warrant merit-based financial recognition, and requested more detailed

justification from management for such awards. Randolph pointed out that most staff had been in their positions for less than a year and observed that the pay rates for part-time CRA staff were already comparable to or higher than those of some full-time town employees. She called for a more thorough explanation of merit pay criteria, expressed doubts that sufficient progress or programmatic achievement had occurred to justify such payments, and advocated for clearer, more transparent standards and documentation before approving merit pay.

Director Williams: expressed support for the executive director's proposal to grant merit pay to CRA employees. Drawing on his experience as both a business owner and board member, he asserted that it is appropriate for staff to receive extra compensation as a gesture of appreciation, even if their tenure is less than a year. Williams emphasized that decisions about day-to-day management—including merit rewards—should be entrusted to the executive director, and he highlighted improvements and survival of the agency since the director's return. He noted that providing one-time merit pay is a standard, reasonable practice for acknowledging employees' hard work and morale, especially during the holidays.

Director Critton: Director Ruthie Critton focused on clarifying the retroactivity of the proposed merit pay. She specifically asked whether the merit payment would cover work performed since October, marking the start of the current fiscal year, and sought confirmation that it would be distributed in the near term. Critton also agreed with the suggestion that a formal policy should be developed for future merit pay decisions. Her comments helped the board clarify both the time frame and administrative process for awarding the bonus.

Vice-Chair Washington: supported granting merit pay to CRA employees, emphasizing that this payment is a one-time, non-recurring "holiday" gesture rather than an ongoing raise. He sought to ensure board members and the public understood the distinction and suggested that merit pay, when awarded, should serve as recognition for employees' extra efforts during the year. Washington also referenced precedent, noting that both sides (CRA and town) have used merit bonuses to boost morale and reward staff. He affirmed his support for the proposed merit pay under these clarifications.

Mayor Gardner: Mayor Gardner addressed the board during the merit pay discussion by raising the issue of whether there should be an official, written policy governing merit pay for employees. She directed this question to the board's attorney to ensure legal compliance and organizational consistency. Her inquiry prompted confirmation from legal counsel that, while a policy is recommended for clarity and consistency, the board may proceed with a merit pay decision in the absence of one. Mayor Gardner's intervention reinforced the importance of establishing clear guidelines and transparency for any future merit-based compensation.

Attorney Jackson: Attorney Greg Jackson advised the board that while having a formal, written merit pay policy is preferable for clarity and legal consistency, it is not legally required for the board to make a one-time merit pay decision in the absence of such a policy. He explained that, at present, awarding merit pay is at the board's discretion, but recommended that the board develop and adopt an official policy to govern future merit awards and ensure consistency.

AYE: ALL; Oppose: Director Randolph. Mack/Williams 5/1 PASSED.

Resolution CRA-R-2025-51:

Town Clerk King: Read the resolution into the record.

MOTION: VICE-CHAIR WASHINGTON; DIRECTOR MACK: Questions

(Preamble) Gardner/Mack

Director Mack: Questioned:

How the numbers or figures referenced in the resolution were determined,

If all eligible parties or stakeholders would be treated fairly and be included,

What practical steps would follow approval of the resolution to ensure smooth implementation,

Whether there was sufficient supporting documentation or explanation given to understand the substance and impact of the resolution.

AYE: ALL; Oppose: Director Randolph. Gardner/Mack 6/0 PASSED.

Resolution CRA-R-2025-52:

ShaK Jones: Read the resolution into the record.

MOVED the motion Chair Gardner, Critton 2nd

Director Wanda Randolph: Asked for the specific amounts of the TIF rebates from the CRA trust fund and inquired about the deadline.

Executive Director Johnson: the finance department had not yet provided the amounts needed, emphasizing urgency to pass the resolution for proper fund management.

AYE: ALL; Oppose: 0 Gardner/Critton 6/0 PASSED.

Resolution CRA-R-2025-53:

(Preamble)

ShaK Jones: Read the resolution into the record.

MOTION: Gardner SECOND: OPPOSED: Randolph 5/1 Gardner/Mack PASSED

Questions:

Director Mack: Questions probed the risk, fiscal impact, scope, and mechanics of the line of credit, ensuring a clear understanding of repayment responsibility, agency debt exposure, and project financial workflow.

Director Randolph: Questions centered on ensuring the board had clear, written proposals for how the credit would be used, transparency on expected costs, clarity about collateral, and the process for selecting and qualifying contractors. Her focus was on responsible oversight before approving significant financial commitments.

Director Critton: In summary, Director Critton was supportive of the resolution, seeing it as a proactive, strategic, and flexible financial tool—while also encouraging planning for contingencies and emphasizing that it opens, rather than closes, the door to oversight and careful decision-making.

Mayor Gardner: Her comment was seeking clarification about whether the line of credit would receive a government-subsidized rate, making sure the board understood the cost of borrowing and what rate would apply.

Vice Mayor Washington: provided procedural leadership, refocused the board on the action at hand, and advocated for seizing the opportunity the resolution offered to drive community investment, with confidence in a pay-as-you-go approach to financial commitment.

Attorney Greg Jackson: provided legal clarity on the nature of the financial instrument, risk and procedure, and the proper handling of records and board approvals. He affirmed that, as structured, the line of credit does not threaten the CRA with undue long-term debt risk or legal complications relating to the agency's possible sunset.

CRA Executive Director Johnson: Mike Johnson's replies emphasized:

The line of credit is interest-only on money drawn, repaid by sales.

Precise details (costs, collateral, agreements) come after resolution approval.

There is a qualified project manager, and the hiring process followed HR protocol.

Approving the resolution is essential to proceed to concrete final steps and get required documentation from the bank.

Resolution CRA-R-2025-54:

ShaK Jones: Read the resolution into the record.

Executive Director Mike Johnson: Supported moving forward with the resolution, emphasizing urgency due to grant deadlines (June 30), the necessity for site control to proceed with the

project, and the need to demonstrate progress to the state. Acknowledged more details would follow, but felt this step was essential to not lose grant funding.

Attorney Greg Jackson: Supported making a fair offer and using the resolution to begin formal negotiations. Warned against giving the property owner “earnest money” up front and recommended following similar due diligence as for prior property deals. Agreed the current offer was fair for the board to pursue further negotiation.

Director Tarus Mack: Opposed approving the resolution at this stage. Wanted to table the item until more documentation (including a formal offer from the owner and more negotiation details) was provided. Expressed deep concern about negotiating without clear terms and risked “signing a blank check.” Indicated a “hard no” for approving as presented.

Director Wanda Randolph: Opposed or strongly hesitant to proceed without additional materials. Felt there was inadequate documentation (no appraisal, no letter of intent to sell, unclear United Arts involvement). Wanted more transparency before voting.

Director Donovan Williams: Did not express a final voting position but discussed the broader context: the need for collaboration with the property owner, concerns about site inactivity, and the importance of a unified board approach.

Director Ruthie Critton: Supported moving forward with the lease, acknowledging concerns about debt but emphasizing this was just the first procedural step for negotiations, not a final commitment. Stressed that any final contract would return for full board review and approval.

Vice-Mayor Theo Washington: Supported taking action, encouraging the board to seize the opportunity before them and move quickly on-site control to avoid missed opportunities and project delays.

ShaK Jones: Read the resolution into the record but did not express a clear personal position on the vote in the transcript snippet.

Mayor Angie Gardner: Did not make a direct, specific statement on her stance regarding this resolution within the available transcript segments; focus was more on process and general context.

AYE: ALL; **CRITTON/MACK PASSED**

BOARD DIRECTOR PRIORITIES:

Executive Director Mike Johnson:

Requested that board members provide any additional priorities they want to see in 2026, emphasizing that their input would shape work planning for staff and CRA.

Explained that directors' priorities are not a mandate but a roadmap for programming; staff are open to implementing community-driven ideas.

Also highlighted business development as a standing priority and encouraged directors to bring ideas aligned with their own vision, not just staff-initiated projects.

Vice-Mayor Theo Washington: Supported the philosophy of developing town assets, noting that other small communities have leveraged larger amounts for development. They control the plan. So we definitely want to move in the right direction of developing this town.

Director Ruthie Critton: Sought clarification that board priorities, as collected by the executive director, are suggestions and not obligatory for every member to support ("...your list of priorities is not a mandate...we're not bound to that. Just because you tell us that these are your priorities. This just gives us a roadmap of what projects you're looking into...").

Supported creativity in bringing new ideas and encouraged others to be involved in defining the direction.

Town Clerk Veronica King: Explained that CRA staff will take a larger role in coordinating materials and meeting packages going forward, tying staff efforts to supporting and organizing around board-set priorities.

Director Randolph Question: questions centered on when the lease would begin, plans for the property during that lease, insurance responsibilities, the source and amount of funds for purchase and renovation, and oversight for major expenditures. Her questions reflected a consistent concern for fiscal responsibility, clarity, and accountability on the nightclub acquisition and related CRA expenditures.

Executive Director Johnson's response: replied that the lease's main purpose is to get site control for due diligence; insurance is handled by the owner for now; full renovation costs will be clarified as the architectural assessment proceeds; and the CRA is following standard process to ensure board oversight and fiscal responsibility.

Attorney Greg Jackson: In summary, Attorney Jackson advised the board to negotiate on firm, fair terms, avoid unnecessary financial risk or hasty earnest payments, ensure all agreements are board-vetted, use established procedures for consistency, and involve legal counsel in all significant property negotiations or communications. His most direct policy suggestion was to establish and consistently apply a clear code enforcement policy to guard against inconsistent or unfair treatment of property owners. He also advised the board to adhere to sound governance practices in negotiation, procurement, transparency, and legal compliance.

BOARD REPORTS:

Executive Director Mike Johnson:

Reported on several administrative and operational updates

The board cleared up the property tax issue for 225 (settled and paid back taxes) and reminded the board to ensure exemption filings by future leadership.

The agency resolved issues with their UEI number/securing registration (sam.gov), which had expired since October 2022.

Highlighted extensive back-office and compliance work to prepare for projects, citing the need for research, filing, and paperwork clean-up.

Applauded the mayor's business development initiative and encouraged directors to bring their own ideas to him for consideration.

Shared plans for holiday schedules (office going mobile on the 24th) and extended holiday greetings to everyone.

Attorney Greg Jackson: Reported and advised the board to consider adopting clear code enforcement procedures to prevent disparate enforcement and support orderly development as the town grows.

Veronica King (Staff): Stated that CRA staff will be taking a more active role in meeting coordination and preparation of meeting packages, with continued collaboration with the clerk's office as custodian of records.

Director Wanda Randolph: Shared closing reflections on the meeting, expressing her ongoing concerns for transparency, fiscal responsibility, and ensuring the right practices in contract hiring.

Reaffirmed her refusal to support projects without sufficient documentation and underscored the importance of experience and clear processes for contractor/project manager hiring.

Offered to set up meetings with HR to resolve any outstanding issues and called for thorough vetting for all spending decisions.

Director Ruthie Critton: Reflected on the need for board unity and community engagement, gave a shout out to local events (Christmas on the Boulevard, Hawk Haven), and urged the board to stay focused on "house business".

Asked for clarity on contractual/project management roles and procurement process, supporting continued improvements in board process.

Vice-Mayor Theo Washington: Gave multiple remarks reinforcing a positive outlook for town development, the need for action, and encouragement to proceed with planned projects.

Director Tarus Mack: Reflected on the need for decisive action and clear communication, reiterated his standards for transparency and effective spending, and wished all participants happy holidays.

Mayor Angie Gardner: Shared context on why the CRA experienced administrative delays in previous years, explained the need for trust restoration with the county to access funds, and clarified steps the town has taken to improve records and business processes.

Asserted that challenges the CRA faced were administrative/political, not a lack of effort, and reminded everyone about prior initiatives and resilience.

ADJOURNMENT Vice Chair **MOTIONS for Adjournment of Meeting**

MOVED by Director Critton, **SECOND** by Director Williams, **AYE: ALL MOTION PASSES**

MEETING Adjourned at 8:45pm

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HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
NOVEMBER 18, 2025, AT 6:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA–R– 2026-3 Approving the preparation and submittal of RFP for Banking Services (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION
CONSENT AGENDA	YES	Exhibits: <ul style="list-style-type: none">RESOLUTION CRA-R-2026-3
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of Resolution CRA–R–2026-3

SUMMARY: The Board of Directors established a banking relationship with TD Bank in 2020. Over the past 5 years outside of warehousing TIF funds and interest collected, TD Bank has not demonstrated a true corporate community partnership or a willingness to be part of the community outside of banking. The Executive Director fills that the agency should open up the opportunity to other outside financial institutions who seek to be part of the fabric of the Town of Eatonville and whom are willing to partner with the agency on projects and programming which reflect the need of the businesses and stakeholders.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2025-49

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-3

A RESOLLITTON OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOE CRA) AUTHORIZING EXECUTIVE DIRECTOR TO PREPARE A REQUEST FOR PROPOSAL (RFP) FOR BANKING SERVICES FOR PURPOSE OF OPENING UP A COMPETITIVE PROCESS WHICH SEEKS TO PROVIDE THE BEST FINANCIAL INSTITUTION RELATIONSHIP WITH THE AGENCY AND WHICH SUPPORTS THE TOE CRA GOALS AND OBJECTIVES OF FINANIAL INVESTMENT IN THE COMMUNITY THAT SUPPORTS THE ECONOMIC REDEVELOPMENT GOALS FOR BUSINESS CREATION/RELOCATION TO THE CRA DISTRICT AND SUPPORTS PROJECT NEEDS OF THE TOE CRA PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the members of the governing body and two (2) additional members appointed by each taxing authority shall be the Board of Directors of the agency; and

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

WHEREAS, the TOECRA and Board of Directors do hereby wish to obtain a request for proposal for .banking service which supports community reinvestment in the form of lending for economic development initiatives and projects; and

WHEREAS, the TOECRA and Board of Directors do hereby wish to authorize the Executive Director to prepare such RFP and obtain proposals for the BOD consideration.

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

SECTION ONE: FINDINGS: The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby acknowledge and accept the findings made by the Board of Directors and 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 Statutes as provided.

SECTION THREE: AUTHORIZATION OF REQUEST FOR PROPOSAL FOR BANKING SERVICES: The Board of Directors of the Eatonville Community Redevelopment Agency does hereby authorize the Executive Director to prepare an RFP for banking services and obtain sealed bids to be considered by the BOD and held to opening at a date stated within the RFP and open by Executive Director and finance committee for BOD consideration at a scheduled regular meeting.

SECTION FOUR: 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 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 _____ day of _____, **2026.**

Chair

ATTEST:

Veronica King, Town Clerk



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

JANUARY 15, 2026, AT 6:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA-R- 2026-4 The Lawrence Development Consultant Service Agreement

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department:
CONSENT AGENDA	YES	Exhibits: <ul style="list-style-type: none"> • Resolution CRA-2026-4 • Consultant Bio • Consultant Agreement
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of Resolution CRA- R-2026-4

SUMMARY: The Executive Director have grounded the cost-sharing language in the Development Consultant Service Agreement with Matthew Lawrence / Lawrence Development Group, which establishes a not-to-exceed compensation of \$25,000 plus approved reimbursable expenses Development Consultant Service and reflects his role as a Special Advisor providing real estate development, financial, and planning advisory services.

RECOMMENDATION: Approval of Resolution 2026-4 under emergency provisions to support a collaborative effort between the TOE and the TOE CRA to ensure representation of interest is properly reflected when dealing with redevelopment within the CRA District

FISCAL & EFFICIENCY DATA: CRA Budget – Professional Services - \$179,112.00

RESOLUTION CRA-2026-4

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE SHARED FUNDING OF DEVELOPMENT CONSULTING AND ADVISORY SERVICES PROVIDED BY MATTHEW LAWRENCE AND/OR HIS AFFILIATED COMPANY; APPROVING A FIFTY PERCENT (50%) COST SHARE WITH THE TOWN OF EATONVILLE; PROVIDING FOR CONFLICT; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS the Town of Eatonville Community Redevelopment Agency ("CRA") is authorized pursuant to Chapter 163, Florida Statutes, to undertake redevelopment activities within the community redevelopment area; and

WHEREAS the CRA has entered into a Development Consultant Service Agreement with Matthew Lawrence, through Lawrence Homes, Inc., d/b/a Lawrence Development Group, to provide development consulting and advisory services, with compensation not to exceed Twenty-Five Thousand Dollars (\$25,000.00), plus approved reimbursable expenses; and

WHEREAS the CRA Board of Directors finds that the services provided by Matthew Lawrence and/or his affiliated company provide a direct benefit to both the CRA and the Town of Eatonville; and

WHEREAS the CRA Board of Directors desires to equitably share the cost of such services with the Town of Eatonville in recognition of the joint public benefit; and

WHEREAS the CRA Board of Directors declare the need for these services as an emergency to protect the interest of both the Town of Eatonville and the Eatonville CRA; and

WHEREAS the CRA Board of Directors authorize the expenditure to come out the professional services budget line item; and

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

SECTION ONE: AUTHORIZATION. The CRA Board of Directors hereby authorizes the CRA to fund fifty percent (50%) of the total cost of development consulting and advisory services provided by Matthew Lawrence and/or his affiliated company pursuant to the applicable Development Consultant Service Agreement.

SECTION TWO: AMOUNT AND FUNDING. The CRA's financial obligation under this Resolution shall not exceed fifty percent (50%) of the total authorized contract amount of Twenty-Five Thousand Dollars (\$25,000.00), plus fifty percent (50%) of any approved reimbursable expenses, subject to the availability of legally appropriated CRA funds.

SECTION THREE: ADMINISTRATION. The CRA Executive Director is hereby authorized to take all actions necessary to implement this Resolution, including coordination with the Town of Eatonville regarding invoicing and payment.

SECTION FOUR: CONFLICTS. All resolutions or parts thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION FIVE: SEVERABILITY. If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional, such finding shall not affect the validity of the remaining portions of this Resolution.

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

PASSED AND ADOPTED by the Board of Directors of the Town of Eatonville Community Redevelopment Agency this 20TH day of JANUARY, 2026.

Angie Gardner, Chair

ATTEST:

Shakeila Jones CRA Secretary

APPROVED AS TO FORM AND CORRECTNESS:

Greg Jackson, CRA Attorney

SENIOR EXECUTIVE BIO

Matthew Lawrence

President and Chief Executive Officer

Mr. Lawrence is a business leader with several Software and Real Estate Development companies. He is responsible for developing, leading and overseeing their business operations and strategic vision. He is the owner of Lawrence Development Group and Co-Owner of BelleIT, Inc. Their mission is the designing and implementation of state-of-the-art technologies and processes within communities to improve lives.

Mr. Lawrence is Co-owner of Miami Waymark Development with Jim Lentz, who built Florida's largest award winning, Green, Energy Renewable and Sustainable Town in the country. Lawrence Development Group (LDG), is one of three, [Florida Solar Energy Center](#) Building America Partnership for Improved Residential Construction (BAIHP) program development partners. LDG is also recognized as a State and Local Affordable and Public Housing Developer in Florida ([Florida Housing Finance Corporation](#)).

Waymark Development, was one of three finalists for the \$350 million-dollar redevelopment project of Liberty Square, a 753-unit Miami-Dade public housing apartment complex in the Liberty City neighborhood of Miami, Florida. Subsequently, his strategic proposal to redevelop the area is now being used as the project's final and current redevelopment plan. He and his work are being broadcast in a historical documentary film, "[Razing Liberty Square](#)", by the award-winning New York journalist and movie film maker, Katja Esson.

His Manufacturing and Technology background began at Honeywell and Motorola Inc. Among his significant previous positions, Mr. Lawrence was former CFO/Controller of the Worldwide Motorola Technology Centers (1988 – 2002) responsible for areas of Advanced Manufacturing Technology, IC Technology, Rapid Prototyping, Software Engineering and Design, Applied Research, Engineering Computing and Intellectual Property. Early in his career he was internationally awarded for the successful negotiations and implementation of the 1st Paging Infrastructure System in Taiwan. During the Obama Administration, through the Department of Commerce, Mr. Lawrence was solicited for consultation in the areas of Manufacturing and Technology.

Mr. Lawrence's technology savvy has provided development of financial databases throughout the world for Motorola, and for other companies such as University of Miami and National Deli. BelleIT Inc. is an award-winning co-owned company of proprietary software used in various fields. [SmartViewMD®](#), is the latest software developed for use in the medical field and BelleIT is one of only 4 software integration companies for [Welch Allyn](#). Mr. Lawrence holds a BS in Finance from the University of Florida with a computer science minor, and is a certified Government Auditor through the Defense Management School, Fort Belvoir, Va.

Lawrence Development Group, LDG

A Real Estate Development Company that has a cadre of specialists in the areas of Real Estate Development and Construction LDG associated companies are comprised of:

- ✚ **Lawrence Homes, Inc.** – A Real Estate Development Company whose primary focus is land development and residential construction
- ✚ **RJS Construction, Inc.** (and formerly *Herrington Bradley Construction*) – Construction Company licensed in General Construction.
- ✚ **Waymark Development** - A Real Estate Development Company whose primary focus is on Commercial and Land Development, especially in the areas of Affordable and Public Housing. Waymark Development is a Miami Dade qualified Affordable Public Housing Developer.

Past Projects

LDG, its staff and affiliate companies have either performed construction, installation, production line assembly, or Design/Engineering services for the following projects either directly, through partnership or under company employee:

Section VI. Item #4.

Manufacturing

- Motorola Factories
 - Government negotiations of land location, lease terms and tax rates
 - Construction Financial / Facility Management responsibility
 - 🚧 Singapore (Ang Mo Kio) – Microelectronics, Paging and Cellular
 - 🚧 Tianjin City, China – Paging Products
 - 🚧 Beijing, China – Land Mobile and Cellular Products
 - 🚧 Plantation Florida – Paging and Cellular Products
 - 🚧 Mt. Pleasant, IOWA – Land Mobile Products
 - 🚧 Dublin, Ireland – Paging Products
 - 🚧 Taiwan (HQ – Taipei) – Paging Infrastructure – Awarded
 - 🚧 Italy (HQ – Milan) – Paging Infrastructure
- Motorola Technology Centers
 - 🚧 Singapore (Ang Mo Kio) – Microelectronics, Paging and Cellular
 - 🚧 Beijing, China – Land Mobile and Cellular Products
 - 🚧 Boynton Beach – Paging and Cellular Products
 - 🚧 Plantation Florida – Paging and Cellular Products
 - 🚧 Dublin, Ireland – Paging Products
 - 🚧 Toulouse, France – IC Technology
 - 🚧 Bothel, Washington – SW Development
 - 🚧 Italy (HQ – Milan) – Paging Infrastructure
 - 🚧 Schaumburg Land Mobile
 - 🚧 Libertyville Cellular
- Honeywell Avionics
 - Production Control – Assembly line Space Shuttle Main Controller
 - Production Project Planning
 - Government Auditing (*Certified in Government Auditing*)
- **White House Business Council Briefings**
 - US Department of Energy*
 - Participant in “Clean Energy Technology” Forum, Dr. John P. Holdren, *Director of the White House Office of Science and Technology Policy*, White House Business Council – Teleconference, February 19, 2016.
 - U.S. Securities and Exchanges Commission*
 - Participant in “Crowdfunding – SEC new rules and guidelines” Forum, Sebastian Gomez Abero, Chief Office of Small Business Policy, Jan. 26, 2016
 - US Department of Commerce*
 - Panel Participant - “**Construction and Infrastructure Investment**” Forum, White House Business Council – Washington, DC, March 13, 2015
 - Panel Participant - **Advocating on Behalf of America**: “Enhancing U.S. Businesses Competitiveness in the Global Economy”, April 12, 2013, Business leader's roundtable with Bryan Erwin, Director of the Advocacy Center, Int'l Trade
 - “**Bringing Manufacturing back to the USA**”, SelectUSA and Advisory Committee, Department of Commerce. Lizabeth Emanuel, Deputy Director, Office of Advisory Committees. November 29, 2012.

- Various Projects, Motorola Plantation, Florida
 - 100,000 square foot Addition Building
 - New Cafeteria
 - New Day Care Facility
- Jamba Juice at Boca Village, Boca Raton Florida
- Jamba Juice at City Place, West Palm Beach, Florida
- Acadian Crossing, Residential Subdivision – 37 Homes, Addis, Louisiana, Developer – Matthew Lawrence/Peter Marshall
- Over 50 Residential Homes in Miami Dade County
- 2 Residential Subdivisions, Brownsville and Arcola Lake, Miami, Florida, Developer – Lawrence Development Group
- Horizon Apartments, Tamarac, Florida, Developer – Leadership Housing Development
- Office Building, The Promenade, Miami Lakes, Florida, Developer – Sengra Corp.
- Oceania Condominiums Towers, Miami Beach, Florida, Developer Consultatio
- University of Miami, Life Science Building, Miami, Florida
- Various Projects, Florida Memorial College, Miami Florida
 - New Cafeteria
 - New Bathrooms
 - Dormitory Renovations

Proprietary Software Development

- **Motorola Information Data System (MIDS)**, Developed in SAS, Strategic Data Reporting System for Mid and Upper-level Managers, 1992
- **Grant Reporting Tool**, University of Miami, developed in Excel VBA, Reporting Tool to collect, consolidate and summary data from 11 schools. 2004
- **Data Collection and Reporting Tool**, National Deli, developed in Excel VBA, Reporting Tool to collect, consolidate and summary data for hundreds of vendors. 2006
- **University of Miami web-based texting system (UMet)**, Web-based texting system for the UM Department of Medicine to send message and important information to their patients. Completed in 2014, in collaboration with Belle IT.
- **SmartViewMD**, SmartView MD is a Remote Monitoring Software for medical devices. It is a consolidated web-based portal for medical providers to review (monitor and receive automated alerts) patient vitals shared (via patient smartphones) from disparate selected 3rd party medical devices (e.g., blood pressure monitor, glucose monitoring, fingertip pulse oximeter, self-monitoring blood glucose meter, and peak flow meter to monitor respiratory conditions such as asthma.)
- **SharpRPM**, SharpRPM is an advanced AI Remote Monitoring Software for patient health monitoring. It is a camera enabled platform that captures digital and analog readings from medical devices. This 3 step revolutionary platform can be used on any medical device and for any health parameter(e.g., blood pressure monitor, glucose monitoring, fingertip pulse oximeter, self-monitoring blood glucose, peak flow meter, etc.). It provides a consolidated web-based portal for patients and medical providers to monitor and receive automated patient vitals and health alerts.



MATTHEW LAWRENCE
President

PH. (786) 859-3n2

12160 NW 28TH Ct
Plantation, FL 33323

1/13/2026

Town of Eatonville and
Eatonville CRA
307 E. Kennedy Boulevard
Eatonville, FL 32751

Dear Town of Eatonville and Eatonville
CRA:

This is a consulting agreement between Lawrence Homes Inc., dba Lawrence Development Group (**LDG**), at 12160 NW 28TH Court, Plantation, FL 33323, will hereafter be referred to as "**Special Advisor**", AND Town of Eatonville and the Eatonville CRA, at 307 E. Kennedy Boulevard, Eatonville, FL 32751, will hereafter be referred to as "**Town of Eatonville**" and "**Eatonville CRA**".

The Special Advisor will serve in an advisory role to the Town of Eatonville and Eatonville CRA in the Pre- Planning Phase of the development of the Hungerford 117 Acre property owned and to be developed by Dr. Phillips, Inc., and Dr. Phillips Foundation. The Special Advisor will provide Real Estate development and financial advisement to the Town of Eatonville and Eatonville CRA from the execution of this consulting agreement thru the development negotiations period between Dr. Phillips and Town of Eatonville and Eatonville CRA. The development negotiations are defined when Dr. Phillips and the Town of Eatonville consummate an oral or written agreement of understanding in regard to the development planning or execution of the Hungerford 117 Acre Property. The development negotiations are delineated in the milestone, Schedule A, below.

TERMS OF AGREEMENT

The Terms of Agreement shall be the period on the effective date of this agreement ending upon delivery of the final milestone in Schedule A, or upon contract termination whichever comes first.

Notwithstanding the provisions of this Agreement, the Special Advisor may be terminated by the Eatonville CRA at any time without cause.

SCOPE OF WORK AND SPECIAL ADVISOR'S RESPONSIBILITIES

The Special Advisor shall provide consulting services in accordance with the Scope of Work described below, and render full and prompt cooperation with the Town of Eatonville and Eatonville CRA in all aspects of The Special Advisor's performance of said duties in the areas such as:

1. Real Estate Development
2. Development and Financial plan consultation and review
3. Advisory support to Technical and Commercial Support Services
4. Financial Consultation and Recommendations of all Housing Development activities
5. Review and Advisory role of Housing Strategic Planning to Hungerford Land Development activities
6. Administrative support to all Community and Municipal Development meetings and activities

The Special Advisor hereby agrees that it will exert every reasonable and diligent effort to ensure that all labor and services employed by the Special Advisor, including that of its subcontractors (if any) for the defined scope, shall be in accordance with the above Scope of Work and shall incorporate the requirements set forth by applicable rules, regulations, codes and statutes of federal, state and local government jurisdictions.

The Special Advisor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of the defined scope under this Agreement. All things not expressly mentioned in this Agreement but necessary in carrying out its intent are required by this Agreement, and the Special Advisor shall perform the same as though they were specifically mentioned, described and delineated herein.

Town of Eatonville and Eatonville CRA shall furnish and pay for all labor, materials, tools, supplies, and other items required to perform the defined scope necessary for the proper execution and completion of the defined scope. the defined scope shall be accomplished to the satisfaction of the Eatonville CRA.

The Special Advisor will make every attempt to ensure the accuracy and reliability of the information provided to Town of Eatonville and Eatonville CRA. However, the information is provided "as is" without warranty of any kind. The Special Advisor does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information contained in any reports, literature, documentation or oral representation(s).

No warranties, promises and/or representations of any kind, expressed or implied, are given as to the nature, standard, accuracy or otherwise of the information provided to you nor to the suitability or otherwise of the information to your particular circumstances.

We shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential, or other) whether arising in contract, tort or otherwise, which may arise as a result of your use of (or inability to use) or (failure to use) the information provided to you by the Special Advisor. Much of the information provided will be by third parties. The content of such third-party information is not within our control, and we cannot and will not take responsibility for the information or content thereon. Information from such third parties is not to be taken as an endorsement by the Special Advisor of the third party, or any products promoted, offered, or sold by the third party to you. We cannot and do not take responsibility for the collection or use of information from any third party. In addition, we will not accept responsibility for the accuracy of third-party information.

MODIFICATION OF DEFINED SCOPE

Neither Town of Eatonville and Eatonville CRA nor the Special Advisor can make changes to the Scope of Work, including alterations, reductions, or additions thereto. If the Town of Eatonville and Eatonville CRA chooses to terminate the Scope of work early, it will be obligated to pay for the full Scope of Service milestone within the period of termination. As an example, if termination is executed by Eatonville CRA within the last milestone, The Special Advisor will be due for the full value of that final milestone payment. Upon receipt by the Special Advisor of Town of Eatonville and Eatonville CRA's notification of a contemplated termination, Town of Eatonville and Eatonville CRA shall, in writing, provide a 10-day notice to terminate services and the effective date of the termination. Termination effective dates cannot occur prior to the last payment milestone date.

Once Town of Eatonville and Eatonville CRA so instructs termination in writing, the Special Advisor shall suspend all work on that date and provide the final payment invoice. The final invoice will be due net 15 days of the final termination effective date.

COMPENSATION

The Special Advisor shall be paid an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) as full compensation for the defined scope rendered in accordance with the Scope of Work and Milestone Payment Schedule (*Schedule A attached*). The Town of Eatonville and Eatonville CRA shall pay the Special Advisor within fifteen (15) days of receipt of invoice the total shown to be due on such invoice, provided that the Eatonville CRA has approved the defined scope milestone identified by the Special Advisor.

If not pre-paid by the Town of Eatonville and Eatonville CRA, the Special Advisor shall be entitled to the reimbursement of other reasonable project costs and expenses related to the provision of the defined scope, such as but not limited to the production of special graphics, courier costs, advertising, local hotel, out of town travel costs and costs associated with public meetings.

The Special Advisor shall bill the Eatonville CRA at cost and obtain prior Eatonville CRA approval, in order to be reimbursed for such costs.

TERMINATION RIGHTS

The Town of Eatonville and Eatonville CRA shall have the right to terminate this Agreement, in his sole discretion at any time, with or without cause, upon ten (10) days written notice to the Special Advisor. In such event, the Town of Eatonville and Eatonville CRA shall pay the Special Advisor compensation for the defined scope rendered pursuant to the terms in the COMPENSATION section of the document. The Town of Eatonville and Eatonville CRA shall not be liable to the Special Advisor for any consequential or incidental damages.

INDEPENDENT CONTRACTOR

The Special Advisor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the Eatonville CRA and shall not attain any rights or benefits under the civil service or pension ordinances of the Eatonville CRA, or any rights generally afforded to classified or unclassified employees. The Special Advisor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the Eatonville CRA.

ERROS AND OMISSIONS

The Special Advisor, under this contract, serves in an advisory capacity to the Town. The Special Advisor shall not be responsible for contractual or technically deficient work product including draft concepts or developmental plans, designs, prints, copies, spelling or grammar due to errors and omissions, and shall promptly correct or replace all such deficient work at the cost to Town of Eatonville and Eatonville CRA. Payment in full by the Town of Eatonville and Eatonville CRA for the defined scope performed does not constitute a waiver of this representation.

INDEMNIFICATION

Town of Eatonville and Eatonville CRA agrees to indemnify, defend, save and hold harmless the Special Advisor its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the Town of Eatonville and Eatonville CRA, its officers, agents and employees, on account of any negligent act or omission of Special Advisor, its agents, servants, or employees in the performance of the defined scope under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of the Special Advisor's negligence within the scope of this Agreement, including all costs, reasonable attorney fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which

may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the Special Advisor, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the Special Advisor liability as set forth in Chapter 768, Florida Statutes. Additionally, the Eatonville CRA does not waive sovereign immunity, and no claim or award against the Special Advisor shall include attorney's fees, investigative costs or pre-judgment interest.

OWNERSHIP OF DOCUMENTS

All documents developed by the Special Advisor under this Agreement shall be delivered to the Town of Eatonville and Eatonville CRA by the Special Advisor upon completion of the defined scope and shall become shared property between the Special Advisor and Town of Eatonville and Eatonville CRA, without restriction or limitation of its use. The Special Advisor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law under Chapter 119, Florida Statutes.

It is further understood by and between the Parties that any information, writings, tapes, Development Plans (draft or final) in the Pre - Planning and Planning Phase, other documents, reports or any other matter whatsoever which is given by the Special Advisor to Town of Eatonville and Eatonville CRA pursuant to this Agreement shall at all times remain the property of the Town of Eatonville and Eatonville CRA and the Special Advisor and can be used by the either party for any purpose without restriction or limitation of its use.

In the event the Agreement is terminated, the Special Advisor agrees to provide all Town of Eatonville and Eatonville CRA's proprietary documents within ten (10) days from the date the Agreement is terminated.

NOTICES

All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Special Advisor:	Lawrence Homes, Inc Matthew Lawrence, President/CEO 12160 NW 28 Ct Plantation, FL 33323 Phone: (786)8593772 Email: mattlawr@bellsouth.net
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For the Town of Eatonville:	Town of Eatonville Angie Gardner, Mayor 307 E. Kennedy Blvd Eatonville, FL 32751 407-623-8900 Email: agardner@townofeatonville.org
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For the Eatonville CRA:

Town of Eatonville
Michael Johnson,
Executive Director
307 E. Kennedy Boulevard
Eatonville, FL 32751
Email:mjohnson@townofeatonville.org

Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee. In the event there is a change of address, and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

CONFLICT OF INTEREST

The Special Advisor represents and warrants to the Town of Eatonville and Eatonville CRA that it has not employed or retained any person or company employed by the Town of Eatonville and Eatonville CRA to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

The Special Advisor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the Town of Eatonville and Eatonville CRA in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Special Advisor, except as fully disclosed and approved by the Town of Eatonville and Eatonville CRA. The Special Advisor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

MISCELLANEOUS

No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in other Contract Documents, shall survive final payment, completion and acceptance of the defined scope and termination or completion of the Agreement. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party.

This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Orange County, Florida.

The Special Advisor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

The defined scope shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the Town of Eatonville and Eatonville CRA.

The professional and defined scope to be provided by the Special Advisor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the Town of Eatonville and Eatonville CRA from engaging other firms to perform the defined scope. However, the Special Advisor will still maintain ownership of all intellectual property, rights, documents, etc., that were generated pursuant to the Ownership clause of this agreement.

This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

The Special Advisor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

Sincerely and all terms duly accepted by,

Angie Gardner, Mayor

Date:_____

Matthew Lawrence
President, Lawrence Development Group

Michael Johnson
Executive Director, Eatonville CRA

Date:

Date:_____

MILESTONE PAYMENT SCHEDULE

Schedule A

MS #	Scope of Work Milestone Payment Schedule	Payment Amount
1	Initial Town of Eatonville and Eatonville CRA and staff meeting and review	\$2,500
2	Initial Meeting with Dr. Phillips	\$5,000
3	Follow - up Meeting with Town of Eatonville and Eatonville CRA and Staff	\$5,000
4	Review and Approval of Development Proposal to Town of Eatonville and Eatonville CRA	\$5,000
5	Proposal Offering and Follow-Up to Dr. Phillips	\$5,000
6	Final Agreement (Impasse) resulting in MOU or Final Report to Town of Eatonville and Eatonville CRA	\$2,500