



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR COUNCIL MEETING AGENDA

Tuesday, April 4, 2023 at 7:30 PM

Town Hall - 307 E Kennedy Blvd

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### I. CALL TO ORDER AND VERIFICATION OF QUORUM

### II. INVOCATION AND PLEDGE OF ALLEGIANCE

### III. APPROVAL OF THE AGENDA

### IV. PRESENTATIONS AND RECOGNITION

A. Presentation on the Artwork Presented As Part of the Ultimate Art Endowment Program

### V. CITIZEN PARTICIPATION (Three minutes strictly enforced)

### VI. CONSENT AGENDA

1. Approval of Town Council Meeting Minutes – March 21, 2023 (**Clerk Office**)

2. Approval of the GIS Agreement between Orange County and the Town (**Administrative**)

3. Approval of the Impact Fee Feasibility Study (**Administrative**)

### VII. COUNCIL DECISIONS - **\*\*Consent Item(s) May be moved to Council Decision**

4. Approval of Resolution #2023-2 Appointment of Vice Mayor per Section 2.04 of the Town of Eatonville's Charter (**Administrative**)

### VIII. REPORTS

**INTERIM CHIEF ADMINISTRATIVE OFFICER'S REPORT**

**TOWN ATTORNEY'S REPORT**

**TOWN COUNCIL REPORT/DISCUSSION ITEMS**

**MAYOR'S REPORT**

### IX. 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

## TOWN COUNCIL MEETING

### APRIL 4, 2023 AT 07:30 PM

### Cover Sheet

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

**ITEM TITLE:** Presentation on the Artwork Presented As Part of the Ultimate Art Endowment Program

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>	YES	<b>Department:</b> ADMINISTRATION
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> N/A
<b>CONSENT AGENDA</b>		
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Request to hear a presentation from artist Jefrë on the artwork presented as part of the Ultimate Art Endowment Program.

**SUMMARY:** The I-4 Ultimate project is about more than concrete and asphalt. Residents and visitors to the 21-mile corridor will enjoy a richer cultural experience thanks to the I-4 Ultimate Art Endowment Program. The I-4 Ultimate concessionaire's initiative set aside \$1.5 million to fund permanent art installations throughout the I-4 Ultimate project area that may be integrated into gateways, highway overpasses, pedestrian bridges, parks, and streetscapes. Visit <https://i4ultimate.com/project-info/special-features/> to see a list of some beneficiaries below and check this page for future updates on installations coming to a neighborhood near you.

Jefrë is the artist who will present a piece of art that represent the spirit and history of the Town of Eatonville. His works has been in public display in various cities in the United States such as Miami, New Orleans, Philadelphia, Orlando, and San Antonio as well as in London and Abu Dhabi. He has also done works in the Philippines as well. He first worked for Skidmore, Owings & Merrill in the 1990s. After he had a heart attack in 2007 or 2008 at age 35, he decided to set up his own organization, Studio Jefrë (StudioJEFRë), and pursued a career in public art. He did various projects involving community design, public art, parks and plazas, sculpture, temporary installations, interior design, avant-garde landscapes, eco-installations, and campus planning. He also joined competitions as well.

**RECOMMENDATION:** For Town Council to hear a presentation on the artwork presented as part of the Ultimate Art Endowment Program.

**FISCAL & EFFICIENCY DATA:** N/A



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### APRIL 4, 2023 AT 7:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of Town Council Meeting Minutes – March 21, 2023  
(Clerk Office)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> LEGISLATIVE (CLERK OFFICE)
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Meeting Minutes – March 21, 2023</li> </ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Approval of meeting minutes for the Town Council Meeting held on March 21, 2023.

**SUMMARY:** The Town Council Meeting was held on the 3<sup>rd</sup> Tuesday, March 21, 2023, 7:30 p.m. and minutes were transcribed from the audio archive for approval for the public records.

**RECOMMENDATION:** Approval of March 21, 2023 meeting minutes.

**FISCAL & EFFICIENCY DATA:** N/A



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR COUNCIL

## MEETING MINUTES

Tuesday, March 21, 2023 at 7:30 PM

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

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

### CALL TO ORDER AND VERIFICATION OF QUORUM:

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

**PRESENT: (5)** Councilwoman Wanda Randolph, Councilman Marlin Daniels, Councilman Theo Washington, Vice Mayor Rodney Daniels, Mayor Angie Gardner.

**STAFF: (6)** Demetrius Pressley, **Interim Chief Administrator Officer**, Veronica King, **Town Clerk**, Clifford Shepard, **Town Attorney**, Joseph Jenkins, **Deputy Chief**, Albert English, **Public Works Director**, and Katrina Gibson, **Finance Director**

### INVOCATION AND PLEDGE OF ALLEGIANCE:

Rev. Critton led the Prayer of Invocation followed by the Pledge of Allegiance

### APPROVAL OF THE AGENDA:

**Mayor Gardner Motions to add** the March 16, 2023 Special Council Meeting Minutes; Councilman M. Daniels asked that item two be moved to council decision. **Mayor Gardner Motions** to approve agenda with all of the amendments as stated. Moved by Vice Mayor R. Daniels; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES.**

### PRESENTATIONS

**Widening of Kennedy Boulevard** – Introduced by Councilwoman Randolph, Brian Sanders along with accompanying staff from Orange County presented the construction plans and proposed timeline for the Widening of Kennedy Boulevard from two lanes to four lanes. Cost: Approximately \$72 million dollars (Not fully funded); the west side of the project is funded, and the east side of the project is not yet funded. Expect full funding by construction time. A traffic study can be requested; with future construction coming, the dynamic of construction could change requiring additional safety measures i.e. traffic lights. Mr. English will contact Mr. Williams at Orange County to set up a meeting to discuss the utilities associated with the project. Transit facilities have been incorporated into the plan in conjunction with links.

**Artwork as part of the Ultimate Art Endowment Program** – Presentation on the Artwork Presented As Part of the Ultimate Art Endowment Program was presented by Mayor Gardner. (offers \$1.5 million for the project) Examples of artwork from other municipalities were discussed. The artist Jefre' will come to present to Council at the April 4, 2023 meeting.

### CITIZEN PARTICIPATION - (The Three-minute rule was strictly enforced)

**Ryan Novak** – Consider hiring an event coordinator who could assist with larger projects to lighten the load, having events that generate revenue for the town and curate sponsorship; farmer's market, food truck bizarre.

CRA owes (5) five parcels of land; request information for the intended plans for those properties (future use). Request updates on considering pickleball courts for activities for the citizens, when refurbishing the tennis courts.

## **PUBLIC HEARINGS:**

**Approval of Second Reading of Ordinance 2023-2 Amending Ordinance 2020-9 To Repeal Certain Provisions:** No Public Comments. No changes since first reading. Mayor Gardner Motions to approve the second Reading of Ordinance 2023-2 Amending Ordinance 2020-9 To Repeal Certain Provisions; Moved by Councilman Washington; Second by Vice Mayor R. Daniels; **AYE: ALL, MOTION PASSES.**

**Approval of Second Reading of Ordinance 2023-3 Repealing Ordinance 2021-4;** No Public Comments. No changes since first reading. Mayor Gardner Motions to approve second Reading of Ordinance 2023-3 Repealing Ordinance 2021-4; Moved by Councilwoman Randolph; Second by Councilman Washington; **AYE: ALL, MOTION PASSES.**

**Approval of Second Reading of Ordinance 2023-4 Repealing Ordinance 2010-4;** No Public Comments. No changes since first reading. Mayor Gardner Motions to approve second Reading of Ordinance 2023-4 Repealing Ordinance 2010-4; Moved by Second by Councilman M. Daniels; Second by Vice Mayor R. Daniels; **AYE: ALL, MOTION PASSES.**

**APPROVAL CONSENT AGENDA:** Mayor Gardner Motions to approve the consent agenda approving the Town Council Meeting Minutes for March 7, 2023 and the Special Meeting for March 16, 2023; Moved by Councilman M. Daniels; Second by Councilman Washington; **AYE: ALL, MOTION PASSES.** (Items two was moved previously moved to council decision)

## **COUNCIL DECISIONS:**

(Moved from consent agenda) **Approval of Extension for the Utilization of Vacation Accumulations for Employees:** Mayor Gardner Motions to approve the Extension for the Utilization of Vacation Accumulations for Employees; Moved by Councilman Washington; Second by Vice Mayor R. Daniels; **Discussion:** Made concessions and officers times are on the books; everything will be taking care of by April 30<sup>th</sup> if approved. Policy being put in place will enforce anything over 240 hours by December 31<sup>st</sup> will be lost. Due to the possible increase cost in overtime, the Chief should go back and look at the budget. **AYE: ALL, MOTION PASSES.**

**Approval of Resolution #2023-2 Appointment of Vice Mayor per Section 2.04 of the Town of Eatonville's Charter.** In the absence of the Mayor, the Vice Mayor steps in. The recommendation is for Councilman Washington as Vice Mayor; made on the basis of upon the voting path and relationship with the citizens; Mayor Gardner Motions to approve Resolution #2023-2 Appointment of Councilman Washington as Vice Mayor; Moved by Councilman Washington; Second by Councilman M. Daniels; **AYE:** Councilman Washington, Mayor Gardener **NAYE:** Vice Mayor R. Daniels, Councilman M. Daniels, Councilwoman Randolph; **MOTION FAILS. Discussion:** There are no other recommendations for the Vice Mayor; there is no provision for Council to nominate, there is no language to speak to the Mayor recommending more than one. We are at a stalemate. Legal recommendation is for the Mayor to present two options for Vice Mayor.

## **REPORTS:**

**INTERIM CHIEF ADMINISTRATIVE OFFICER:** Demetrius Pressley

Impact Fees: Ranges \$23,000-33,000; suggest 30 days to secure funding and in the meantime put a package together with the fee study. Orange County has presented a MOU for the town to use the Geographical

Information System to look at the land development and infrastructure; will send to legal for review and then bring before Council for consideration. CBS News Article: Suggesting in follow up to the news article, to organize as Stakeholders meeting on Tuesday, March 28, 2023 at 7:30 p.m.; to address any misinformation and to prepare for the upcoming strategic plan session being proposed for the end of April. The Training Workshop will be moved up to 6pm to accommodate the 7:30pm Stakeholders meeting. Will be bringing the quarterly budget report soon. Reminder: Clean up day this week.

#### **TOWN ATTORNEY'S REPORT:** Clifford Shepard

This next Training Workshop is critical; learning the difference between legislative decisions and Quasi Judicial decisions. Recommending a Charter review in which Council would review; Council made an approval through consensus to move forward with recommendation.

#### **TOWN COUNCIL REPORT/DISCUSSION ITEMS-**

**Councilman M. Daniels** – Federal Funding: Consider looking into federal funding to municipalities for infrastructure (Response by CAO, there are several grants to get a handle on; looking to bring in a grant coordinator to assist; need to ensure staffing levels). Summer Programs: requesting updates and info on funding and personnel. Juneteenth: Should collaborate. Support Women's History.

**Vice-Mayor R. Daniels** – Great meeting attorney, looking forward to working together to get things right. The town is as strong as its legal.

**Councilman T. Washington** – Several things have passed in 2016-2017 but has not been carried out, grass in median, resurface of tennis courts; need to get things done. Development on the right of way needs to be addressed and established by the town.

**Councilwoman Wanda Randolph** – Financial Accountability: no financial report, no representation as a council member on signature cards at the banking institutions since being elected in March 2022, under oversight with the State of Florida for several years. Same issue with the CRA signature cards after (6) six visits to the bank. These types of issues can create a liability to the town with the inefficiencies in management of finances. Must clean up internal controls, no confidence in the Finance Director. Administrative Positions: Inconsistency on the front desk, unqualified Code Enforcement officer hired against the former CAO's decision, and unqualified permitting clerk. Why are we not hiring for, CAO, Chief of Police, Recreation Supervisor/Director, and shortage of officers. Other: Honoring Women History Month. Completed the 4-hour Ethics Training and Public Records.

#### **MAYOR'S REPORT**

**Mayor Angie Gardner** – Banking: Attorney, is going to the bank legislative or administrative; neither, who signs checks, or who is on the bank account is legislative but interaction with the bank institution is a decision to determine by the Council. Property Purchase: CXRA purchased property as a requirement for building Main Street; the goal is to develop and grow economically. CAO: Is the point of contact for all administrative concerns and matters; there is no direct contact with the staff. Mr. Pressley will get the answers that are needed. Thanks to Ms. Gibson and Chief Jenkins for holding things in place. Impact Fees: Have identified finding source; currently working out the numbers.

**ADJOURNMENT** Mayor Gardner Motions for Adjournment of Meeting (Moved by Councilman M. Daniels; Second by Councilman Washington; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 9:05 P.M.**

Respectfully Submitted by:

APPROVED

\_\_\_\_\_  
Veronica L King, Town Clerk

\_\_\_\_\_  
Angie Gardner, Mayor



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### APRIL 4, 2023 AT 7:30 PM

### Cover Sheet

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

**ITEM TITLE:** To approve GIS Agreement between Orange County and the Town  
(Administrative)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> ADMINISTRATIVE (CAO)
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Attached Memorandum of Agreement entered into by and between Orange County and Town of Eatonville for GIS Services.</li> <li>GIS Support Memo from Staff</li> </ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** The Administration is requesting the Town Council to approve a Memorandum of Agreement entered into by and between the County and Town for Geographic Information System Services (G.I.S.).

**SUMMARY:** The Town of Eatonville is requesting GIS assistance and support for two planning maps, 1) Zoning Map 2) Future Land Use Map. The town is approximately 1 square mile (including lakes) with a population of under 2,500 and is need of Orange County’s support to house and update the Town’s GIS information. The administration recognizes the need for our planning department access to an efficient electronic method of reviewing data. This program will improve staff’s proficiency and level of service for our community with plans for expanding infrastructure and signage. Having this system is certainly a move in the right direction.

**RECOMMENDATION:** The Administration is requesting the Town Council to approve a Memorandum of Agreement entered into by and between the County and Town for Geographic Information System Services (G.I.S.).

**FISCAL & EFFICIENCY DATA:** N/A

MEMORANDUM OF AGREEMENT

between

ORANGE COUNTY

and

TOWN OF EATONVILLE

for

GIS SERVICES

This Memorandum of Agreement is made and entered into as of the date of last execution below (the “**Effective Date**”), by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the “**COUNTY**”), and the **TOWN OF EATONVILLE**, a municipal corporation existing under the laws of the State of Florida (the “**TOWN**”).

**WITNESSETH**

**WHEREAS, COUNTY** has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements; and

**WHEREAS, TOWN** has the authority pursuant to Section 166.021, Florida Statutes, to enter into agreements; and

**WHEREAS, TOWN** has requested that **COUNTY** provide GIS services to **TOWN** for the development of the **TOWN's** Zoning Map and Future Land Use Map; and

**WHEREAS**, this Memorandum of Agreement evidences the intentions of the respective parties to create the Zoning Map and Future Land Use Map in the furtherance of the public interest; and

**NOW, THEREFORE**, in consideration of the above recitals, the mutual terms, conditions, and covenants hereinafter set forth, **COUNTY** and **TOWN** agree as follows:



**Section 1-SCOPE OF IN-KIND  
PLANNING SERVICES**

- 1.1 **COUNTY** will furnish to **TOWN** GIS services for the development of the **TOWN's** Zoning Map and Future Land Use Map as stated in the attached Exhibit "A" (hereinafter referred to as "**Services**"). **TOWN** will not provide monetary compensation to **COUNTY** for the Services.
- 1.2 **TOWN ACKNOWLEDGES AND AGREES THAT THE SERVICES WILL BE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTY OR ANY REPRESENTATION OF ACCURACY, TIMELINESS, OR COMPLETENESS. THE BURDEN OF DETERMINING ACCURACY, COMPLETENESS, TIMELINESS, MERCHANTABILITY AND FITNESS FOR OR THE APPROPRIATENESS FOR USE RESTS SOLELY ON THE TOWN. THE COUNTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE USE OF THE SERVICES OR GIS DATA. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TOWN ACKNOWLEDGES AND ACCEPTS THE LIMITS OF THE SERVICES AND GIS DATA, INCLUDING THE FACT THAT THE GIS DATA IS DYNAMIC AND IS IN A CONSTANT STATE OF MAINTENANCE, CORRECTION, AND UPDATE. TOWN HEREBY RELEASES THE COUNTY FROM ALL LIABILITY ARISING FROM OR RELATING TO THE SERVICES, GIS DATA, OR LACK THEREOF, OR ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE UPON ANY OF THE SERVICES OR GIS DATA.**

**Section 2- TERM**

- 2.1 The term of this Agreement shall commence on the date hereof and terminate upon such time as **COUNTY** furnishes all Services to **TOWN** in accordance with this Agreement.

**Section 3 - TERMINATION**

- 3.1 This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party of an intent to terminate and the date on which such termination becomes effective.

**Section 4- SOVEREIGN IMMUNITY**

- 4.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency, political subdivision of the State of Florida or an agency of the State to be sued by third parties in any matter arising out of this Agreement or any other contract.

**Section 5 - GENERAL PROVISIONS**

- 5.1 Neither **TOWN** nor **COUNTY** intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 5.2 Whenever either party desires to give notice to the other related to termination, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. As for any other notice regarding services provided for under this Agreement, electronic communication is acceptable. For the present, the parties designate the following:

TOWN

With copy to:

COUNTY:  
Orange County Administrator's Office  
Orange County Administration Building  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32801  
Attention: County Administrator

DIVISION:

Commented [KAR1]: Please include contact information.

- 5.3 Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

- 5.4 The rendition of services, standards of performance, discipline of employees and other matters incidental to the performance of services and control of personnel shall remain with **COUNTY**. This Agreement does not make **COUNTY's** agents, employees or legal representatives the officers or employees of **TOWN** for any purpose whatsoever, and the employees and agents of **COUNTY** are in no way authorized to make any contract, agreement, warranty or representation on behalf of the **TOWN** or to create any obligation on behalf of the **TOWN**.
- 5.5 Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties, provided however, that this clause pertains only to the parties to this Agreement.
- 5.6 **COUNTY** and **TOWN** agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 5.7 Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 5.8 In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **COUNTY** or **TOWN** elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 5.9 The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete Agreement of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 5.10 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 5 of this Agreement shall prevail and be given effect.
- 5.11 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the

state courts of Orange County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

- 5.12 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board of County Commissioners and the Town Council.
- 5.13 This document incorporates and includes all prior negotiations, correspondence, conversations, and agreements applicable to the matters contained herein and the parties agree that there are no commitments, or agreements concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 5.14 The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the authorized signatories named below have executed this Memorandum of Agreement on behalf of the parties as of the Effective Date.

(Official Seal)

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

**TOWN OF EATONVILLE, FLORIDA**

By: Town Council

By: \_\_\_\_\_

Angie Gardner  
Mayor

Date: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Veronica L. King  
Town Clerk

**Exhibit "A"**

[Attached – 3 Pages]



**To:** Dean Salmons

**From:** Tara Salmieri, AICP

**Date:** February 14, 2023

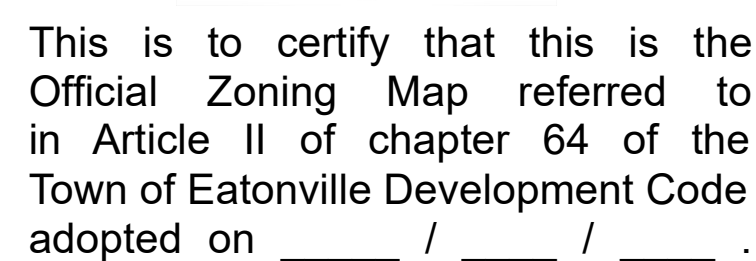
**Re:** GIS Support

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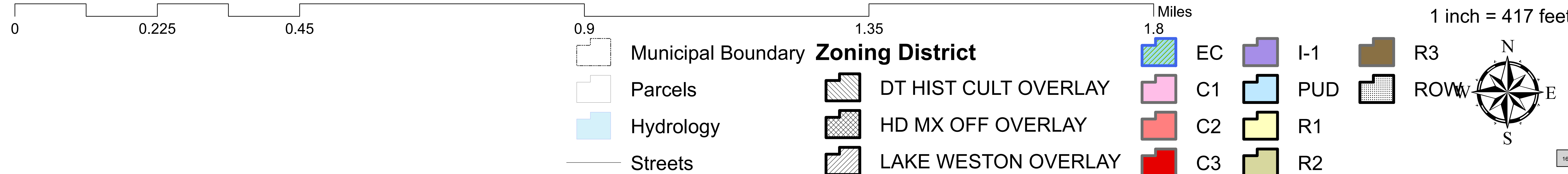
The Town of Eatonville is requesting GIS assistance and support for two planning maps, 1) Zoning Map 2) Future Land Use Map. The town is approximately 1 square mile (including lakes) with a population of under 2,500 and is in need of Orange County's support to house and update the Town's GIS information. The requests are:

- 1- Create Two Base Maps (Zoning Map and a Future Land Use Map)
  - a. The attached maps (1 Zoning Map and 1 Future Land Use Map) are in PDF and will need to be digitized and put in GIS format. There are less than 4 parcels of land that are not zoned properly on the map and will need to be updated to reflect the rezonings.
- 2- Maintain updates to the Zoning and Future Land Use Map(s)
  - a. Orange County would update the map(s) no more than four time(s) a year maximum if/when a rezoning and/or land use amendment is being requested. We will request any applicants to provide the necessary information to update the map.
    - i. The town does not have a lot of rezoning and/or land use amendment requests, however, it is possible these items will be requested.
- 3- Provide a link and access for the Town to view the map (interactive) as part of the County's overall interactive map.
  - a. The town would also like to be able to access the maps online with the County's current GIS functions, once the digitization is completed. The access would be the same as the County already has set up for their zoning and FLU maps that the general public accesses without any editing privileges, only a resource to confirm zoning and land use assignments.

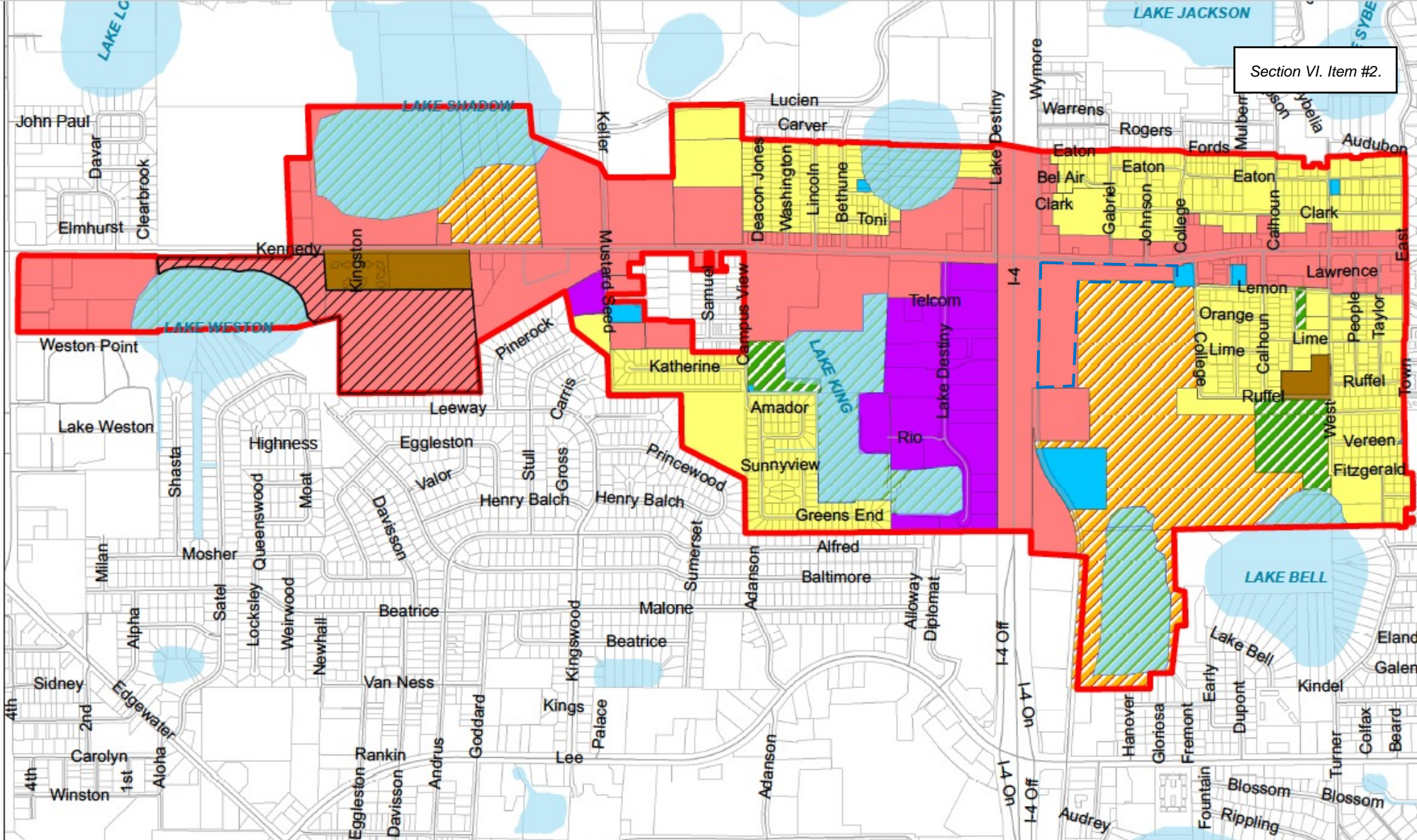


[illegible]

GIS MAP DISCLAIMER:  
Maps are for graphical purposes only.  
They do not represent a legal survey.  
While every effort has been made to  
ensure that these data are accurate  
and reliable within the limits of the  
current state of the art,  
The Town of Eatonville cannot assume  
liability for any damages caused  
by any errors or omissions in the data,  
nor as a result of the failure of the data  
to function on a particular system.  
The Town makes no warranty,  
expressed or implied, nor does the  
fact of distribution constitute such a  
warranty.  
Map Produced by James Benderson



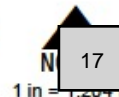






TOWN OF EATONVILLE  
FUTURE LAND USE ELEMENT  
Future Land Use Map Series:  
PROPOSED FUTURE LAND USE MAP

### Future Land Use

 COMMERCIAL CONSERVATION INDUSTRIAL MIXED\_USE PUBLIC RECREATION LOW DENSITY HIGH DENSITY LAKE WESTON POLICY

1 in = 1.497 feet



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### APRIL 4, 2023, AT 07:00 PM

### Cover Sheet

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

**ITEM TITLE:** Approve of The Impact Fee Feasibility Study By Benesch & Company (Administration)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> Administration
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Impact Fee Feasibility Study</li> </ul>
<b>CONSENT AGENDA</b>	<b>YES</b>	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** The Administration request approval to execute an agreement between the Town of Eatonville and Benesch & Company for professional services. (Impact Fee Feasibility Study)

**SUMMARY:** The Town wishes to enter into a professional services contact/agreement with Benesch & Company to determine which service areas would benefit from an impact fee program. Benesch & Company has the necessary training, staff, and is otherwise fully and completely able to review the Town's Capital Improvement Plan, unfunded projects related to the service areas, upcoming development and aging infrastructure. The study will take four to six weeks.

**RECOMMENDATION:** Staff recommend the approval of the proposal agreement between Benesch & Company; the Town of Eatonville for the above-described professional services.

**FISCAL & EFFICIENCY DATA:** The current approve budget has funds allocated for professional services in 001-0515-515-3100 (professional services) The Professional Fee is \$8,500.

March 2, 2023

Mayor Angie Gardner  
Town of Eatonville  
307 E. Kennedy Boulevard  
Eatonville, Florida 32751

RE: **Impact Fee Feasibility Study**

Dear Mayor Gardner:

We understand that the Town of Eatonville is interested in implementing impact fees to address infrastructure needs associated with new growth. Some of the service areas that may be considered for an impact fee program include:

- General government buildings
- Law enforcement facilities
- Parks and recreation
- Transportation

To determine which service areas would benefit from an impact fee program, the Town of Eatonville requested a proposal from Benesch to conduct an impact fee feasibility study. The following tasks will be completed as part of this study:

- Review of the Town's Capital Improvement Plan for each service;
- Review of unfunded projects related to each service area;
- Inventory of capital facilities; and
- Upcoming development information (number of dwelling units, non-residential square footage, etc.)

Upon completion of this review, Benesch will provide the Town with a memorandum-report that will summarize the study findings and provide a range of estimated revenues for each service area. These revenue estimates will be based on order-of-magnitude fee levels based on the Town's inventory information and fees calculated for similar jurisdictions.

A virtual meeting will be conducted with the Town to review the study results and respond to questions. Based on these findings, the Town will identify the service areas for which an impact fee study should be completed. Benesch will develop and submit a scope for the full impact fee study for these selected service areas.

Professional fees and expenses associated with the impact fee feasibility analysis are estimated at \$8,500. This is a lump sum budget and the Town will be invoiced monthly for the portion of the work completed.

Please let us know if you have any questions regarding this quote.

Sincerely,

A handwritten signature in blue ink, appearing to read 'N. Kamp', with a stylized flourish at the end.

Nilgün Kamp, AICP  
Director of Public Finance & Infrastructure Planning





# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### APRIL 4, 2023 AT 07:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of Resolution #2023-2 Appointment of Vice Mayor per Section 2.04 of the Town of Eatonville's Charter.

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> ADMINISTRATION
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Resolution #2023-2 Appointment of Vice-Mayor</li> </ul>
<b>CONSENT AGENDA</b>		
<b>COUNCIL DECISION</b>	YES	
<b>ADMINISTRATIVE</b>		

**REQUEST:** Approval of Resolution 2023-2 appointment of Vice Mayor, per Section 2.04 of the Charter of the Town of Eatonville.

**SUMMARY:** A Resolution of the Town Council of the Town of Eatonville, Florida, is being presented authorizing the appointment of a Vice Mayor, Per Section 2.04 of the Town of Eatonville's Charter.

In accordance with Section 2.04 of the Town's Charter a Vice Mayor is to be recommended by the Mayor and confirmed by the Town Council annually from among its members no later than the second regular Council meeting in March. The Vice Mayor will assume the duties of Mayor in the absence of the Mayor.

This item is being brought back to the Council for reconsideration.

The Councilmember recommended as Vice Mayor is \_\_\_\_\_.

**RECOMMENDATION:** Approval of Resolution 2023-2 appointment of Vice Mayor per Section 2.04 of the Town of Eatonville's Charter.

**FISCAL & EFFICIENCY DATA:** N/A

**RESOLUTION #2023-2**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, AUTHORIZING THE APPOINTMENT OF A VICE MAYOR, PER SECTION 2.04 OF THE TOWN OF EATONVILLE'S CHARTER, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS** in accordance with Section 2.04 of the Town's Charter a Vice Mayor will be recommended by the Mayor, and confirmed by the Town Council annually from among its members no later than the second regular Council meeting in March; and

**WHEREAS** the Vice Mayor will assume the duties of Mayor in the absence of the Mayor.

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

**SECTION ONE:** The Councilperson recommended as Vice Mayor is:\_\_\_\_\_

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

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

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

**PASSED AND ADOPTED this 4th day of April 2023.**

\_\_\_\_\_  
Angie Gardner, Mayor

ATTEST:

\_\_\_\_\_  
Veronica L. King, Town Clerk