



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR COUNCIL MEETING AGENDA

Tuesday, November 07, 2023 at 7:30 PM

Town Hall - 307 E Kennedy Blvd

### 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 – Recognizing Week of The Family November 4 - 11, 2023 (**Mayor Gardner**)

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

### VI. CONSENT AGENDA

1. Approval of Funding Agreement between the Town of Eatonville Metroplan Orlando (MPO) FY 2023-2024 (**Administration**)

2. Approval of the Town of Eatonville Organizational Chart (**Administration**)

3. Approval of Agreement with Studio Jefrë, LLC, (Jefrë Figueras Manuel) To Design, Fabricate, Install, and Construct I-4 Ultimate Art Project. (**Administration**)

4. Approval to Surplus of Two Vehicles (**Public Works**)

5. Approval of Agreement between The Town and Fred Fox Enterprises, Inc. to perform General Administration Services for the CDBG-MIT (**Finance**)

6. Approval of Resolution 2023-22 Adopting the New Purchasing Policy (**Finance**)

### VII. COUNCIL DECISIONS

7. Approval of HostDime Reimbursement. (**Administration**)

### VIII. REPORTS

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

### NOVEMBER 7 20, 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:** Presentation – Recognizing Week of The Family November 4 - 11, 2023  
(Mayor Gardner)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> LEGISLATIVE (MAYOR’S OFFICE)
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"><li>Proclamation - In Recognition of The Week of The Family, November 4 - November 11, 2023</li></ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Presentation of Proclamation in Recognition of The Week of The Family, November 4 - November 11, 2023

**SUMMARY:** The Town of Eatonville, the oldest incorporated African American Municipality in the United States is blessed with a multitude of families, an essential part of the cultural social and spiritual fabric of our community. The Town of Eatonville also recognizes that strong families are at the center of strong communities; that children live better lives when their families are strong; and that families are strong when they live in communities that connect them to economic opportunities, social networks, and services. Everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policy makers, and families themselves. During the week of November 4th through November 11th, 2023, the Town of Eatonville’s residents should take time to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them throughout the year.

**RECOMMENDATION:** To present a Proclamation recognizing the week of November 4 - November 11, 2023 as Week of The Family.

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



# PROCLAMATION

Office of the Mayor  
Town of Eatonville, Florida

In Recognition of the  
**WEEK OF THE FAMILY**  
*“My Family Helps Me Achieve Endless Possibilities”*  
**NOVEMBER 4 - NOVEMBER 11, 2023**

**WHEREAS**, the Town of Eatonville, the oldest incorporated African American Municipality in the United States is blessed with a multitude of families, an essential part of the cultural social and spiritual fabric of our community; and

**WHEREAS**, the Town of Eatonville recognizes that strong families are at the center of strong communities; that children live better lives when their families are strong; and that families are strong when they live in communities that connect them to economic opportunities, social networks, and services; and

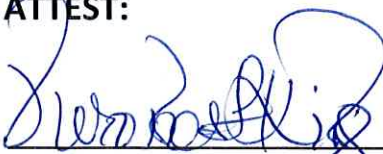
**WHEREAS**, everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policy makers, and families themselves; and

**WHEREAS**, during the week of November 4th through November 11th, 2023, the Town of Eatonville’s residents should take time to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them throughout the year, and

**WHEREAS**, during this week, we urge residents of the Town of Eatonville to join other agencies and organizations throughout the county to honor and celebrate our families; and

**NOW THEREFORE, BE IT RESOLVED**, that the Town of Eatonville, Orange County, Florida, along with Mayor Angie Gardner, Vice Mayor Rodney Daniels, Council Members Theo Washington, Marlin Daniels, and Wanda Randolph recognize **November 4-11, 2023 as the Week of the Family**”.

ATTEST:

  
VERONICA L. KING, Town Clerk



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Eatonville, Florida to be affixed this 7<sup>th</sup> day of November 2023.

  
ANGIE GARDNER, Mayor



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### NOVEMBER 07, 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 Funding Agreement between the Town of Eatonville Metroplan Orlando (MPO) FY 2023-2024 (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>	YES	<b>Exhibits:</b> <ul style="list-style-type: none"><li>• Metroplan Funding Agreement</li></ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Request that the Council approve of administration signing and continuing to partner through the Funding Agreement FY 2023-24 between the Town of Eatonville and Metroplan Orlando (**Urban Area Metroplan Planning Organization**).

**SUMMARY:** It is once again time to execute the Annual Funding Agreement between the Town of Eatonville and Metroplan Orlando for FY 2023/2024. The enclosed Funding Agreement follows the same format as last year’s agreement. The funding amount of \$158.00 is based on the most current data reported by the University of Florida Bureau of Economic and Business Research in their publication of Florida Estimates of Population and the \$0.50 per capita assessment. The Administration desires to continue this Agreement with the MPO. This agreement will outline the scope of services and responsibilities of both parties.

**RECOMMENDATION:** Staff is recommending the Council to approve MPO Funding Agreement between the Town of Eatonville and Metroplan Orlando, A Regional Transportation Partnership.

**FISCAL & EFFICIENCY DATA:** The Town shall allocate One Hundred Fifty-Eight Dollars (\$158.00) to Metroplan Orlando for the fiscal year. Funds are available in the Public Works Budget 001-0541-541-3100

**TOWN OF EATONVILLE/METROPLAN ORLANDO (URBAN AREA METROPOLITAN PLANNING ORGANIZATION) FY 2023-2024 FUNDING AGREEMENT**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Town of Eatonville, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 307 East Kennedy Boulevard., Eatonville, Florida 32751, (hereinafter referred to as the (“TOWN”), and the **Orlando Urban Area Metropolitan Planning Organization, d/b/a MetroPlan Orlando, A Regional Transportation Partnership**, a metropolitan planning organization, whose address is 250 South Orange Avenue, Suite 200, Orlando, Florida 32801 (hereinafter referred to as (“MetroPlan Orlando”).

**WITNESSETH**

**WHEREAS**, metropolitan planning organizations (MPOs) are the lead transportation planning agencies in urban areas throughout the United States; and

**WHEREAS**, federal laws and Florida Statutes provide MPOs with the authority and responsibility for transportation planning and funding; and

**WHEREAS**, the quality of life and economic vitality of our region depends on coordinating transportation issues and developing complementary plans and policies; and

**WHEREAS**, MetroPlan Orlando has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

**WHEREAS**, MetroPlan Orlando has adopted the following Mission Statement:

*To provide leadership in transportation planning by engaging the public and fostering effective partnerships.*

MetroPlan Orlando shall achieve this mission by:

- A. Preparing and maintaining up-to-date transportation plans;
- B. Setting priorities for investing transportation resources to implement adopted regional plans;
- C. Shaping and communicating a regional perspective on transportation issues;
- D. Competing nationally and statewide for additional financial resources;
- E. Building strong alliances with the business community and residents of the region;
- F. Coordinating planning efforts with federal, state, and local governments and other transportation agencies; and
- G. Recruiting and retaining top quality staff and consultants.

**WHEREAS**, the TOWN desires to enter into this Agreement with MetroPlan Orlando to provide it with funding to support the functions necessary to achieve MetroPlan Orlando's role in planning and funding the Orlando Kissimmee Urban Area Transportation System.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the TOWN and MetroPlan Orlando agree as follows:

**SECTION 1. RECITALS.** The TOWN and MetroPlan Orlando hereby declare that the recitals set forth above are true and correct and incorporated in this Agreement.

**SECTION 2. REPORTING REQUIREMENTS.** MetroPlan Orlando shall provide the TOWN, on a quarterly basis commencing October 1, 2023, a written operational report which will include an accounting of all Unified Planning Work Program Tasks for the quarter. The report must identify each program task, the costs allocated to the task, and the percentage of the task completed. Each quarterly report must be cumulative.

**SECTION 3. FISCAL YEAR 2023-2024 TOWN FUNDING REQUIREMENTS.** The TOWN shall allocate ONE HUNDRED FIFTY-EIGHT DOLLARS (\$158.00) to MetroPlan Orlando from the TOWN's Fiscal Year 2023-2024 budget, to be utilized by MetroPlan Orlando during its fiscal year ending June 30, 2024, in accordance with this Funding Agreement. These funds will be paid to MetroPlan Orlando on an annual basis. The payment of ONE HUNDRED FIFTY-EIGHT DOLLARS (\$158.00) will be due and payable on October 1, 2023. The funding provided to MetroPlan Orlando by the TOWN is contingent upon funding by all local governments who are represented on the MetroPlan Orlando Board, such funding being equal to FIFTY CENTS (\$.50) per capita based, at time of budget adoption, on the latest available estimates of population within each local government's jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

**SECTION 4. EFFECTIVE DATE, TERM.** The effective date of this Agreement will be the date of signature by the last party to sign this Agreement. The term of this Agreement commences on the effective date and terminates on September 30, 2024.

**SECTION 5. INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**SECTION 6. NEGOTIATIONS.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection with this Agreement were prepared and executed without undue influence exerted by any party or upon any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

**SECTION 7. MISCELLANEOUS**

- A. This Funding Agreement constitutes the entire agreement between the parties with respect to the specific matters contained in this Agreement and supersedes all previous discussions, understandings, and agreements, written or oral, between the parties to this Agreement. Any amendments to or waivers of the provisions of this Agreement must be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this Funding Agreement may be deemed to exist or to bind either party to this Agreement.
  
- B. If any sentence, phrase, paragraph, provision or portion of this Funding Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed an independent provision and such holding will not affect the validity of the remaining portions of this Agreement.
  
- C. The parties hereby acknowledge that they have freely and voluntarily entered into this Funding Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Funding Agreement.

**SECTION 8. CONTROLLING LAWS**

- A. The laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the TOWN now in effect and those subsequently adopted govern the validity, enforcement and interpretation of this Funding Agreement and the provisions contained in it.
  
- B. The location for settlement of any and all lawsuits, claims, controversies, or disputes, arising out of or relating to any part of this Funding Agreement, or any breach of this Agreement, will be Orange County, Florida.
  
- C. The parties to this Funding Agreement agree to comply with all applicable Federal, State, and local laws, ordinances, rules and regulations pertaining to this Agreement.

**SECTION 9. BINDING NATURE OF AGREEMENT.** This Agreement is binding only between the TOWN and MetroPlan Orlando.



**SECTION 10. NOTICES.** All notices, consents, approvals, waivers and deletions which any party is required or desires to make or give under this Agreement must be in writing and will be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

**TOWN:** Office of the Mayor  
Town of Eatonville  
307 East Kennedy Boulevard  
Eatonville, FL 32751

**METROPLAN ORLANDO:** Executive Director  
MetroPlan Orlando  
250 South Orange Avenue, Suite 200  
Orlando, FL 32801

**SECTION 11. AUDIT AND RECORDKEEPING PROCEDURES.** MetroPlan Orlando shall keep and maintain all records related to this Funding Agreement and the services rendered pursuant to this Funding Agreement for the period required by the State of Florida General Records Schedule GS1-L for Local Government Agencies or other applicable State law, whichever is greater. These records must be made available to the public for inspection, examination and copying pursuant to the terms of Chapter 119, Florida Statutes, as this statute may be amended from time to time. If any litigation, claim or audit is commenced, these records must be maintained until all litigation, including appeals, claims or audits have been concluded or resolved.

**SECTION 12. DISCLAIMER.** Each party to this Agreement, its officers, employees and agents do not assume and specifically disclaim any liability for the acts, omissions or negligence of the other party, its officers, employees and agents, arising from or related to this Agreement.

**SECTION 13. EMPLOYEE STATUS.** Persons employed by MetroPlan Orlando in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of TOWN, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to TOWN's officers and employees either by operation of law or by TOWN. Persons employed by TOWN in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of MetroPlan Orlando, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to MetroPlan Orlando's officers and employees either by operation of law or by MetroPlan Orlando.

**SECTION 14. CONFLICT OF INTEREST.**

- A. Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as this statute may be amended from time to time, relating to ethics in government.
  
- B. Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes, as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.
  
- C. Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

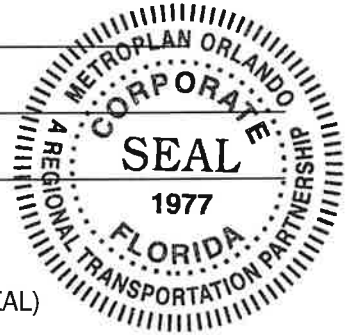
MetroPlan Orlando

By: 

Print Name: Gary D. Huttmann

Title: Executive Director

Date: 5/31/23



(CORPORATE SEAL)

ATTEST:



Town of Eatonville

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

NOVEMBER 07, 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 the Town of Eatonville Organizational Chart (**Administration**)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> ADMINISTRATION
<b>INTRODUCTIONS</b>		<b>Exhibits:</b>  • Updated Organizational Chart
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DISCUSSION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** The Administration request review and approval of proposed Town’s Organizational Chart for consideration

**SUMMARY:** Early this year, the Town of Eatonville started reviewing the organization structuring in an effort to improve internal workplace efficiency and to provide better service to citizens and customers. This type of restructuring has not been done in more than 20 years, taking place over several months and resulting in the creation of functional focus areas within the Town Hall. The restructuring included three focus areas: Town Operations, Development Services and Public Infrastructure.

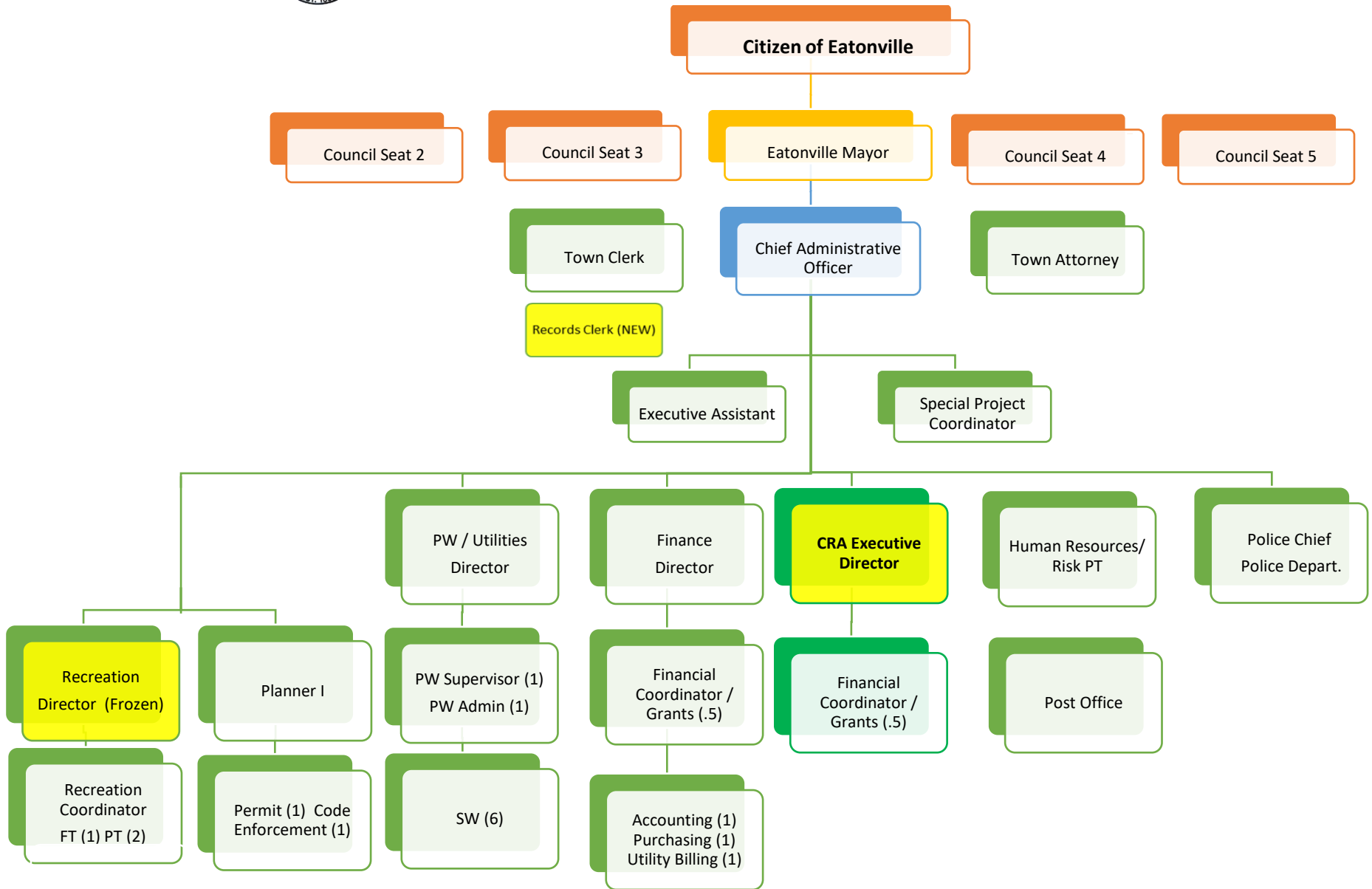
The new structure will allow for quicker and more coordinated response among the Town’s approximately 44 full-time and part-time staff members. Since the organization’s last restructuring, the Town’s population has remained the same, but service level demands have increased – as well to improve workplace efficiency.

**RECOMMENDATION:** Staff recommends the approval of the proposal Restructure of the Organizational Chart.

**FISCAL & EFFICIENCY DATA:** The restructuring will adjust salaries to be accomplished within the upcoming FY 2023-24 personnel budget.



# Town of Eatonville Organization Chart





**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**TOWN COUNCIL MEETING**  
**NOVEMBER 07, 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 Agreement with Studio JeFrë, LLC, (JeFrë Figueras Manuel) To Design, Fabricate, Install, and Construct I-4 Ultimate Art Project. (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>• Services Agreement and Scope of Work</li> </ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Request to approve artist JeFrë Figueras Manuel of Studio JEFRE, LLC, service agreement 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 (Studio JEFRE), 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 approve of the artwork presented and enter into a service agreement with JeFrë Figueras Manuel of Studio JEFRE, LLC as part of the Ultimate Art Endowment Program.

**FISCAL & EFFICIENCY DATA:** Fund allocation is associated with FDOT Arts Endowment – State  
Project Number FDOT # 300-331-0200.

## LETTER OF AGREEMENT

September 20, 2023

**Town of Eatonville**  
307 E Kennedy Blvd  
Eatonville, FL 32751  
Attention: Mayor Angie Gardner  
Hereinafter referred to as **Owner**.

### AND

JEFRE Figueras Manuel  
studio JEFRE, llc.  
9838 Poplar Place  
Orlando, Florida 32827  
Hereinafter referred to as **Artist**.

### **Re: I-4 Ultimate Art Project: Design Management, Fabrication, Installation and Construction Administration**

Dear Mayor Gardner

STUDIO JEFRE LA (Artist) is pleased to present this contract of Agreement City of Eatonville (Owner) to provide design, project management, cost estimate, fabrication, installation and construction administration services for an Iconic Public Art project located in Eatonville, Florida.

### **PROJECT DESCRIPTION**

In 2020, the Owner has received a grant from the FDOT I-4 Ultimate project that spanned 21 miles of Interstate 4 from west of Kirkman Road to east of S.R. 434 passing through the cities of Orlando, Winter Park, Maitland, Altamonte Springs, Longwood and Eatonville. A series of grants were given to each city to create a site specific public art project. Eatonville received \$180k as part of this art grant and awarded STUDIO JEFRE LA to provide conceptual art design services for an Iconic Artwork for downtown Eatonville. On April 2023 a conceptual design was presented to City Council and approved proceed to final design and fabrication. As part of the Owners objective, an Iconic Sculptural was proposed and inspired by the cities motto "The Town that Freedom Built". The art concept is composed of three dimensional 10-20' letters that create the word "Freedom" mounted on a pole approximately 188.7' in reference to when the town was established in 1887. The sculptural marker is mounted onto a plaza composed of circular seat walls in the shape of giant shackles and a bronze sculpture depicting the singing day of independence. (Attachment A & B)

Inquires:  
**studio**  
**JEFRE, llc**  
9838 POPLAR PLACE  
Orlando,  
Florida 32827  
P | F 407.852.7997  
L07000067580

**SCOPE OF WORK – SECTION 1**

Specifically, the Artist’s work shall include preparation of final design and project management of the following deliverables:

Artist Fee

- Lead Designer
- Administration
- Documentation
- Concept Refinement
- Project Mobilization
- Project Coordination Management
- Art Direction & Engineering Support
- Permitting & Shop Drawing Coordination
- Installation & Fabrication

The Owner will work with the Artist to develop design bid documents that will establish a budget for fundraising above and beyond the existing 180k grant received from the Department of Transportation I-4 Ultimate Art Project. The Artist will contract with a local architect and engineering firm to provide professional structural engineering and permitting services.

The approved construction budgets are the following:

- |     |   |                             |
|-----|---|-----------------------------|
| 1.1 | Sculpture   | \$160,000.00 Existing Funds |
|     | <ul style="list-style-type: none"> <li>• “Freedom Letter”</li> <li>• Mounting Pole</li> <li>• Hardscape Plaza</li> <li>• Handcuff Seat walls</li> <li>• Bronze Sculpture</li> <li>• Landscaping</li> <li>• Foundations</li> <li>• Shipping</li> <li>• Crane/Erection</li> <li>• Installation</li> <li>• Lighting</li> </ul> |                             |
| 1.2 | Permitting Services   | \$10,0000                   |
|     | <ul style="list-style-type: none"> <li>• Structural Engineering</li> <li>• Civil Engineering</li> <li>• Landscape Architecture</li> <li>• Permit Set</li> </ul>   |                             |



1.3	PR/Marketing Services	\$10,0000
	<ul style="list-style-type: none"> <li>• Press Release</li> <li>• National Marketing</li> <li>• Renderings</li> </ul>	
1.4	Artist Fee	\$0 (Donation)
	<ul style="list-style-type: none"> <li>• Final Design</li> <li>• Project Management</li> <li>• Marketing/PR</li> <li>• Construction Administration</li> <li>• Fundraising</li> </ul>	
	Total Existing Budget	\$180,000.00

### **CONDITIONS OF THE CONTRACT – SECTION 2**

1. The Artist shall submit invoices prior to workshop to the Owner for compensation of the work completed at the time of workshops. Payment shall be due within 7 days of receipt of each invoice. In the event that full payment on any invoice exceeds 14 days, all work on the project shall cease until all outstanding invoices are paid in full. The Client agrees to pay or reimburse the Consultant for all reasonable attorneys and legal fees required to collect compensation for services rendered in accordance with this contract agreement.
2. The Artist shall provide work of a professional caliber; however, the Artist cannot, and does not, guarantee the action of the reviewing agencies and government officials to provide government approvals.
3. The Artist shall be reimbursed at direct cost for any expenses not specifically included in this agreement, including, but not limited to, plotting, blueprinting and copy expenses, long distance calls, and travel expenses (food, travel, lodging and tolls at direct cost). Travel expenses for 1.5 Install/Fab Site Visits are covered under that particular scope item.

4. Artist hereby retains all copyrights in and to the ARTWORK. However, for the term of this Agreement and any time thereafter, Artist hereby authorizes and grants a non-exclusive license to Owner to make any and all reproductions or derivatives in whatever form of the ARTWORK for educational, public relations, arts promotional, commercial or any other purpose, provided Owner receives timely written notice of such reproductions. If Owner uses the Work for commercial purpose, all revenues received by Owner from such commercial ventures shall be directed to mechanism for long-term maintenance of the Work. Any use of the actual ARTWORK by Owner or any third party must be approved, in advance, by Artist. The Artist owns the rights to build and construct any approved sculptures.

**COMPENSATION – SECTION 3**

The services described in Section 1.0 of this Agreement will be provided on the following fee basis:

1.1 Sculpture	\$160,000.00
1.2 Permitting Services	\$10,000.00
1.3 PR/Marketing	\$10,000.00
1.4 Artist Fee	\$0

**Total: One Hundred Eighty Thousand Dollars (\$180,000.00 USD)\***

*\*Artist to use final permitting documents to generate final cost estimates. Any construction bids amount above the existing budget of \$180,000.00 will be funded through donations. Any donations will be collected by Owner and issued to Artist as change orders to master contract. The Artist owns the rights to build and construct any approved sculptures.*

**AUTHORIZATION – SECTION 4**

The Artist and the Owner hereby agree to the terms and conditions outlined above. Artist will bill each task based on percent complete. Upon execution of this agreement, the Owner authorizes the Artist to initiate work. A retainer of \$20,000.00 USD will be required upon execution of the contract. The retainer will cover initial expenses for time, travel and time. Payment for all reimbursable's and services to be provided will be paid via check or wire to Artist account and bank information as follows:

Artist proposes that this work be compensated on a not-to-exceed fee basis, plus direct cost, in accordance with the rates and conditions applying to our current Agreement with Client. For the above tasks, we propose a existing budget of **One Hundred Eighty Thousand Dollars \$180,000.00 USD**, plus direct costs, not to be exceeded without Client authorization. After completion of permit bid set, final estimates will be presented to Owner. The amount above the existing budget will be fundraised. All raised funds to offset costs will be issued to Owner and then to Artist via change order to master contract.

We will begin our work upon receiving authorization to proceed. The services will be completed based on a milestone schedule mutually agreed to between the Artist and Owner.



\_\_\_\_\_

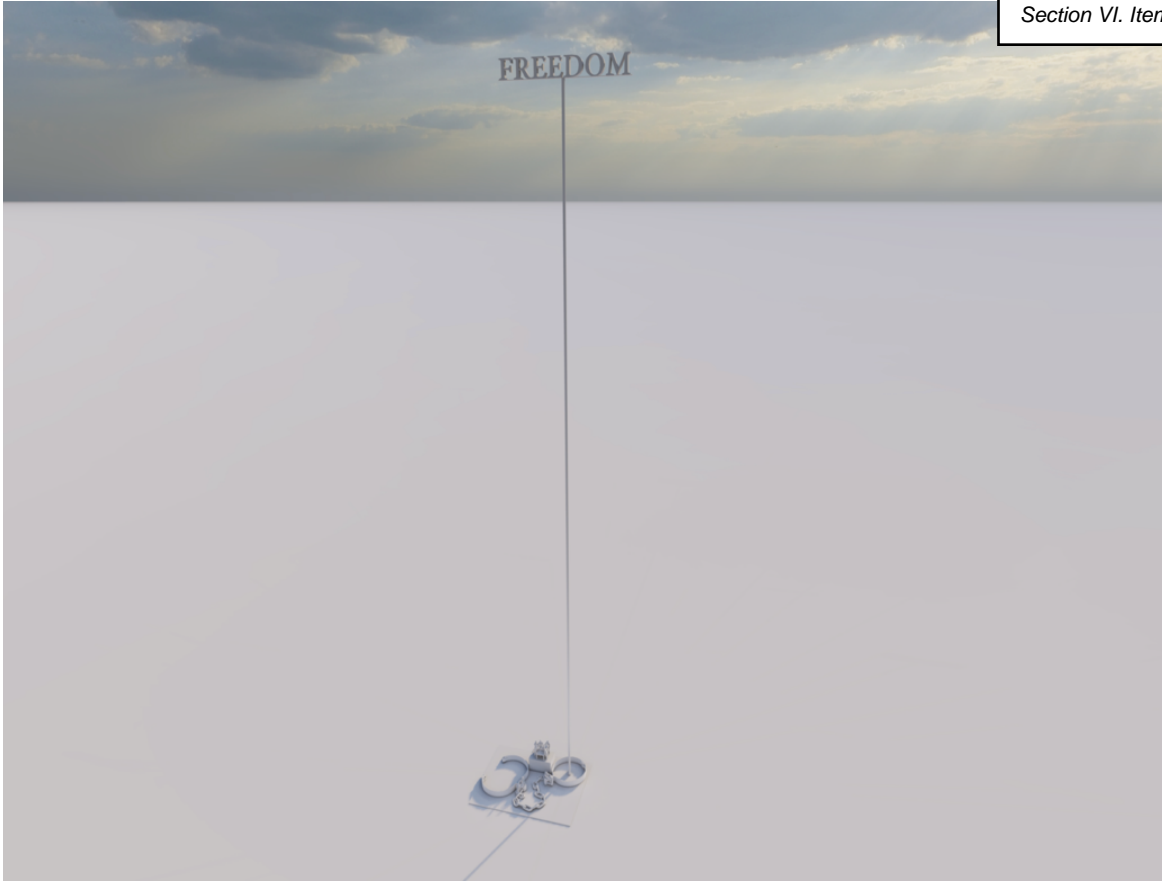
\_\_\_\_\_

**Angie Gardner, "Owner Rep"**  
Town of Eatonville

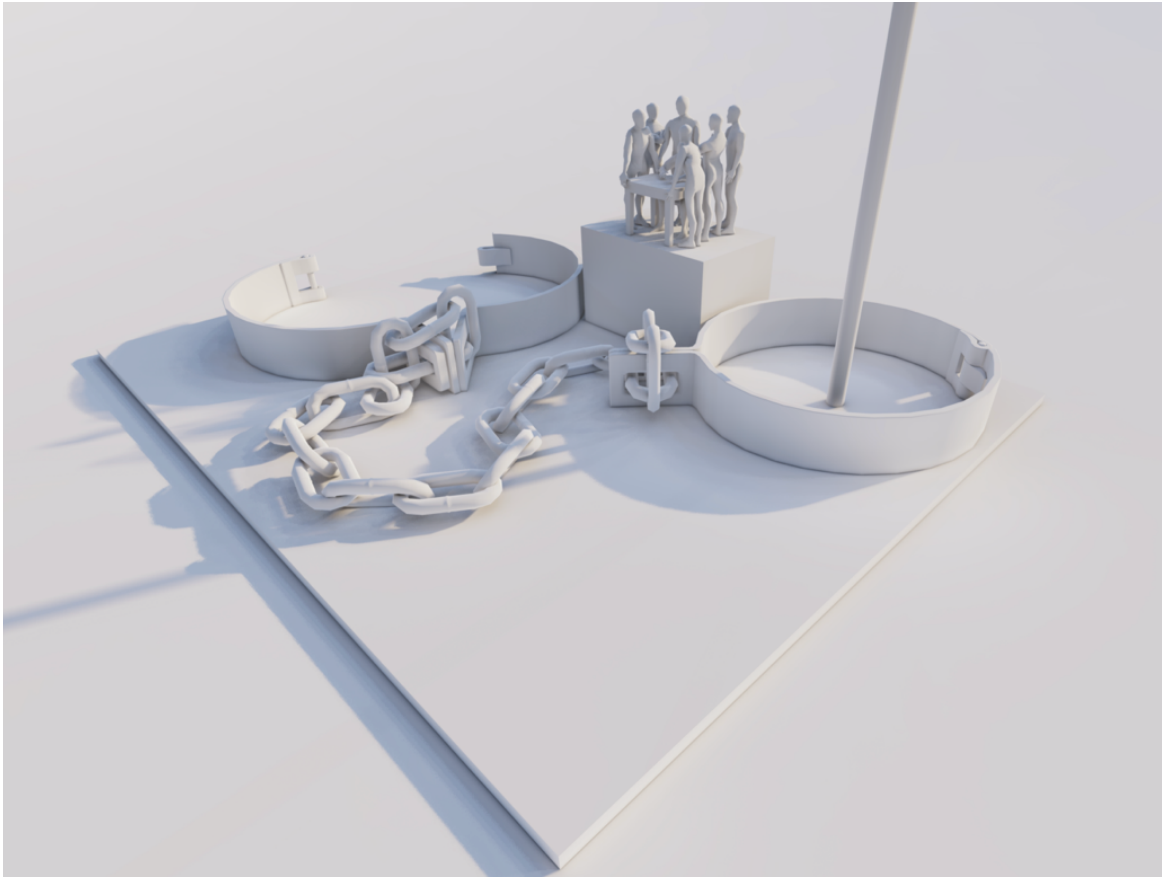
**Jefre Figueras Manuel, "Artist"**  
studio jefre, LLC

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

Date: 9/20/2023



Attachment A



Attachment B



**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**TOWN COUNCIL MEETING**  
**NOVEMBER 07, 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 to surplus of Two Vehicles (**Public Works**)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> PUBLIC WORKS
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"><li>Title of Ownership and Pictures of Truck</li></ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Approval to surplus two vehicles parked in the yard through Enterprise Fleet Management INC.

**SUMMARY:** The Public Works Department is using Enterprise Fleet Management INC to lease commercial trucks for daily use involving Public Works & Utilities on behalf of the Town of Eatonville.

There are two surplus trucks currently sitting in the yard. The vehicles information is listed below:

- 1. Ford F150 - year 2008 – VIN 1FTRF12238KE56973 - Tag 236584 - Last Odometer Reading: 81836.5 As Of 09/29/2023**
- 2. GMC Pickups Sierra 1500 - year 1997- VIN 1GTEC14W4VZ535837- Tag XA7020 – Last Odometer Reading: 65,923 As Of 9/29/2023**

**RECOMMENDATION:** Staff recommends approval to allow the Town of Eatonville to surplus these two vehicles to Enterprise Fleet Management INC or Giddings Auction of Apopka FL

**FISCAL & EFFICIENCY DATA:** 400-0536-536-3400



**CONSIGNMENT AUCTION AGREEMENT**

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and Town of Eatonville (hereinafter referred to as "CUSTOMER") on this 19th day of August (hereinafter referred to as the "Execution Date").

**RECITALS**

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Government
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

**TERMS AND CONDITIONS**

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400 ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
  - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. **Liens, Judgments, Titles and Defects:** CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. **Odometer:** Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. **Bankruptcy:** Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. **Compliance with Laws:** Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. **Insurance:** CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. **Term:** This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. **Modification:** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. **Liability Limit:** In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. **Attorney's Fees:** In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. **Authorization:** Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature:

[Handwritten Signature]

Printed Name:

Derek James

Title:

Finance Director

Date Signed:

8/17 2022

"CUSTOMER"

Signature:

[Handwritten Signature]

Printed Name:

Angie Gardner

Title:

Mayor

Date Signed:

August 19 2022

7	6	SWE	2444
AUDIT #			



STATE OF FLORIDA  
APPLICATION FOR VEHICLE/VESSEL  
CERTIFICATE OF TITLE

Section VI. Item #4.

3090010  
T# 546423745  
B# 1974688

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC	
100995526	1FTRF122X8KE42228	2008	FORD	PK	WHI	4529		
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER
07 07 08	ORT	PRIVATE						

Applicant/Owner's Name & Address  
TOWN OF EATONVILLE  
307 E KENNEDY BLVD  
EATONVILLE, FL 32751

BIRTHDATE SEX MO. DAY YEAR	RESIDENT Y N ALIEN	CNTY RES.#
	X	17

1st OWNER FL/DL# OR F.E.I.D.#      2nd OWNER FL/DL# OR UNIT #

591023080-01

VOLUNTARY CONTRIBUTIONS

--

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	29.00	0.00	33.75

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	06/20/2008	XX		10 MILES 06/20/2008 ACTUAL	<input type="checkbox"/>

LIEN INFORMATION	DATE OF LIEN	RECEIVED DATE	FEID # OR FL / DL AND SEX AND DATE OF BIRTH	DMV ACCOUNT #
NAME OF FIRST LIENHOLDER: FORD MOTOR CREDIT COMPANY ADDRESS ELECTRONIC LIEN	ELT 06/20/2008	06/30/2008	381612444-01	201944541
			SALVAGE TYPE	

SELLER INFORMATION	CONSUMER OR SALES TAX EXEMPTION #
NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER HEINTZELMAN'S TRUCK CENTER, INC. ADDRESS 2424 JOHN YOUNG PKWY ORLANDO, FL 32804 DEALER LICENSE NO. VF10013161	

SALES TAX AND USE REPORT	INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS
TRANSFER OF TITLE <input type="checkbox"/> PURCHASER HOLDS VALID IS EXEMPT FROM EXEMPTION CERTIFICATE FLORIDA SALES OR <input type="checkbox"/> VEHICLE / VESSEL WILL BE USE TAX FOR THE USED EXCLUSIVELY FOR RENTAL REASON(S) CHECKED <input type="checkbox"/> OTHER	\$ _____
	INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00
	<input type="checkbox"/> SELLING PRICE VERIFIED

**APPLICANT CERTIFICATION**

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

\_\_\_\_\_  
Signature of Applicant/Owner

\_\_\_\_\_  
Signature of Applicant/Co-Owner



7	6	SWE	2444
AUDIT #			



**STATE OF FLORIDA  
APPLICATION FOR VEHICLE/VESSEL  
CERTIFICATE OF TITLE**

Section VI. Item #4.
L#
T# 546417283
B# 1974688

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC	
100995124	IFTRF12268KE35468	2008	FORD	PK	WHI	4529		
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER
07 07 08	ORT	PRIVATE						

Applicant/Owner's Name & Address  
TOWN OF EATONVILLE  
307 E KENNEDY BLVD  
EATONVILLE, FL 32751

BIRTHDATE SEX MO. DAY YEAR	RESIDENT Y N ALIEN	CNTY RES.#
	X	17
1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #	
591023080-01		

VOLUNTARY CONTRIBUTIONS

--

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	29.00	0.00	33.75

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	06/20/2008	XX		10 MILES 06/20/2008 ACTUAL	<input type="checkbox"/>

LIEN INFORMATION	DATE OF LIEN	RECEIVED DATE	FEID # OR FL / DL AND SEX AND DATE OF BIRTH	DMV ACCOUNT #
ELT	06/20/2008	06/30/2008	381612444-01	201944541
NAME OF FIRST LIENHOLDER: FORD MOTOR CREDIT COMPANY			SALVAGE TYPE	
ADDRESS ELECTRONIC LIEN				

SELLER INFORMATION	CONSUMER OR SALES TAX EXEMPTION #
NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER HEINTZELMAN'S TRUCK CENTER, INC.	
ADDRESS 2424 JOHN YOUNG PKWY ORLANDO, FL 32804	
DEALER LICENSE NO. VF10013161	

SALES TAX AND USE REPORT	INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS
TRANSFER OF TITLE <input type="checkbox"/> PURCHASER HOLDS VALID IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED <input type="checkbox"/> OTHER	\$
<input type="checkbox"/> PURCHASER HOLDS VALID EXEMPTION CERTIFICATE	INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES
<input type="checkbox"/> VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL	\$ 0.00
<input type="checkbox"/> OTHER	<input type="checkbox"/> SELLING PRICE VERIFIED

**APPLICANT CERTIFICATION**

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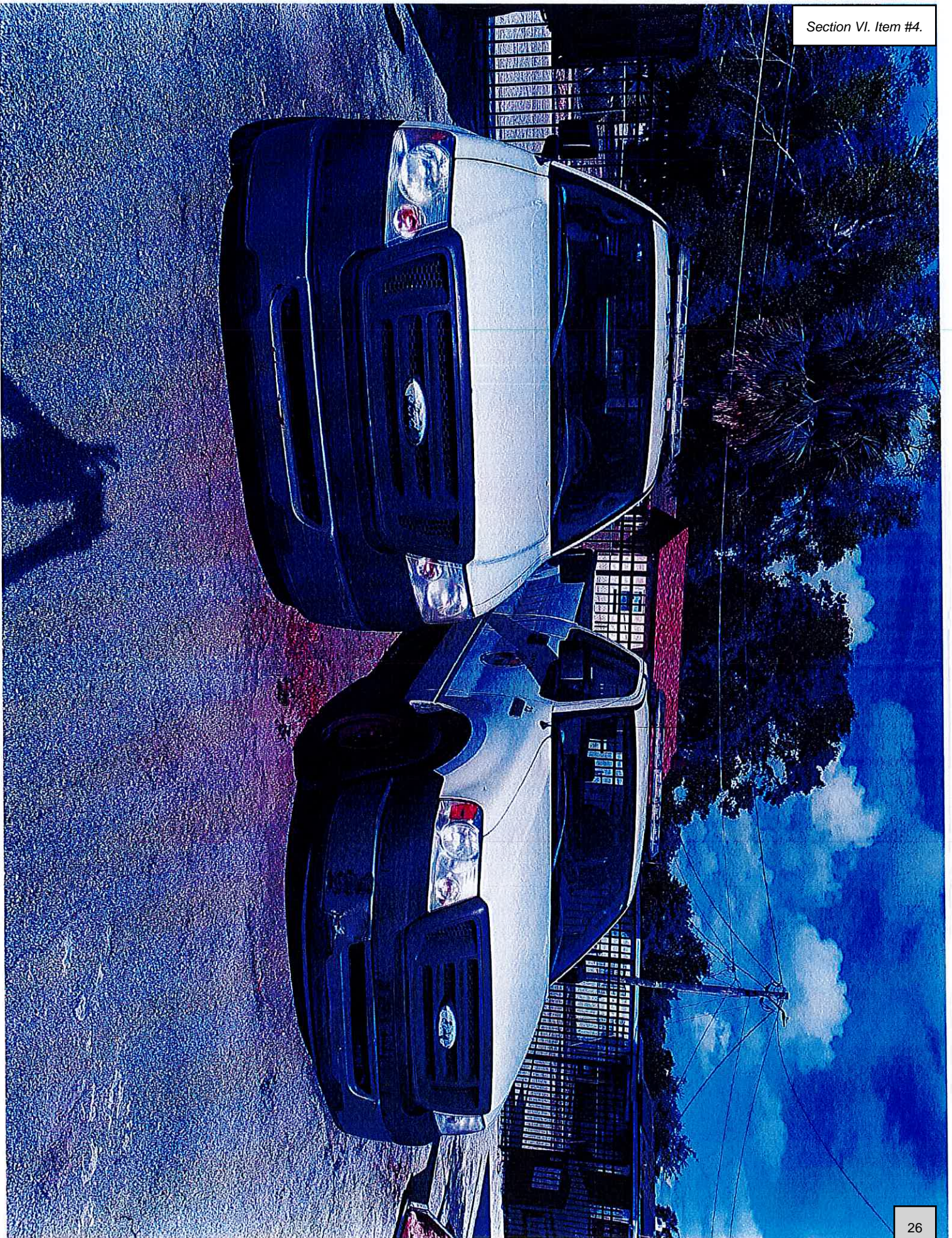
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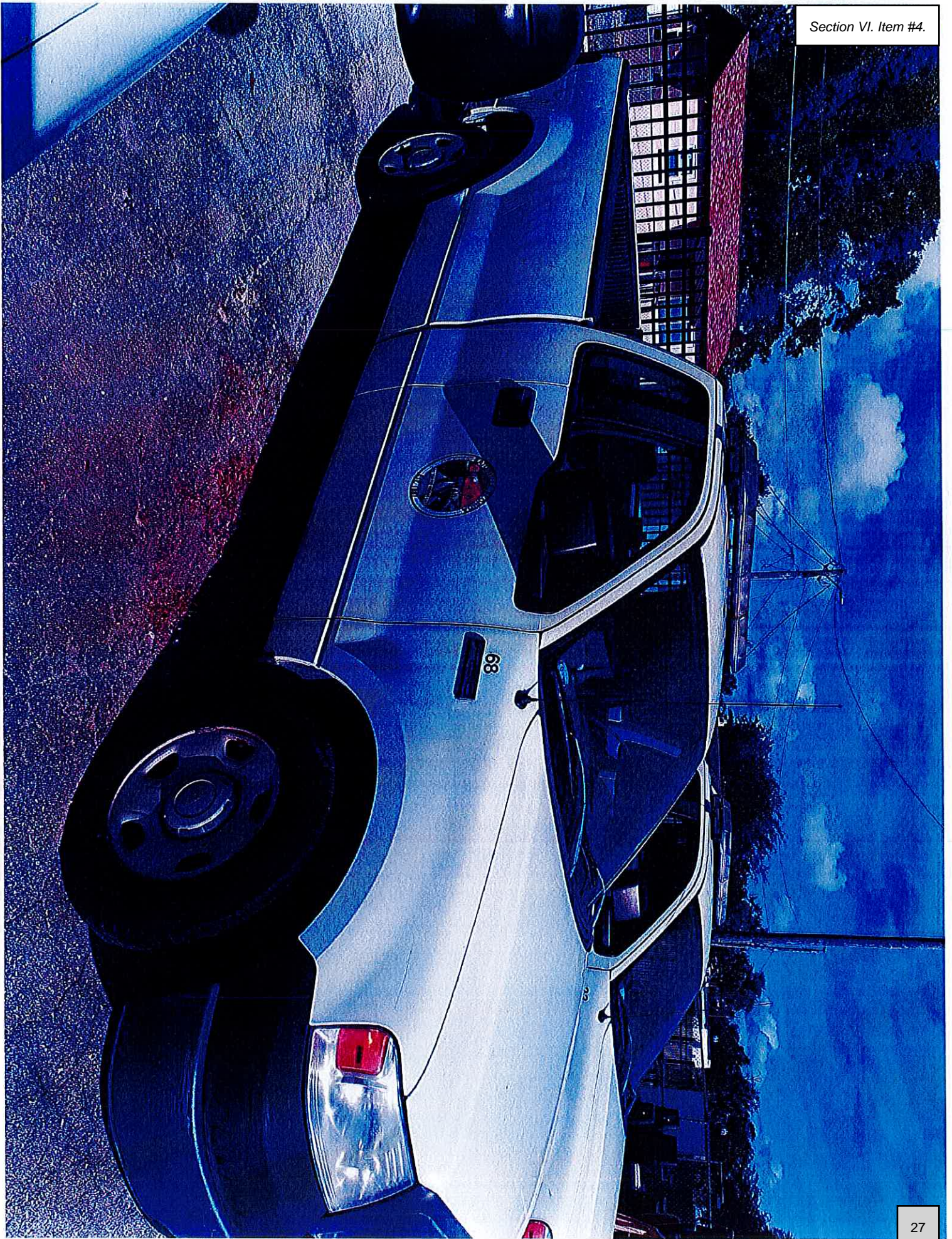
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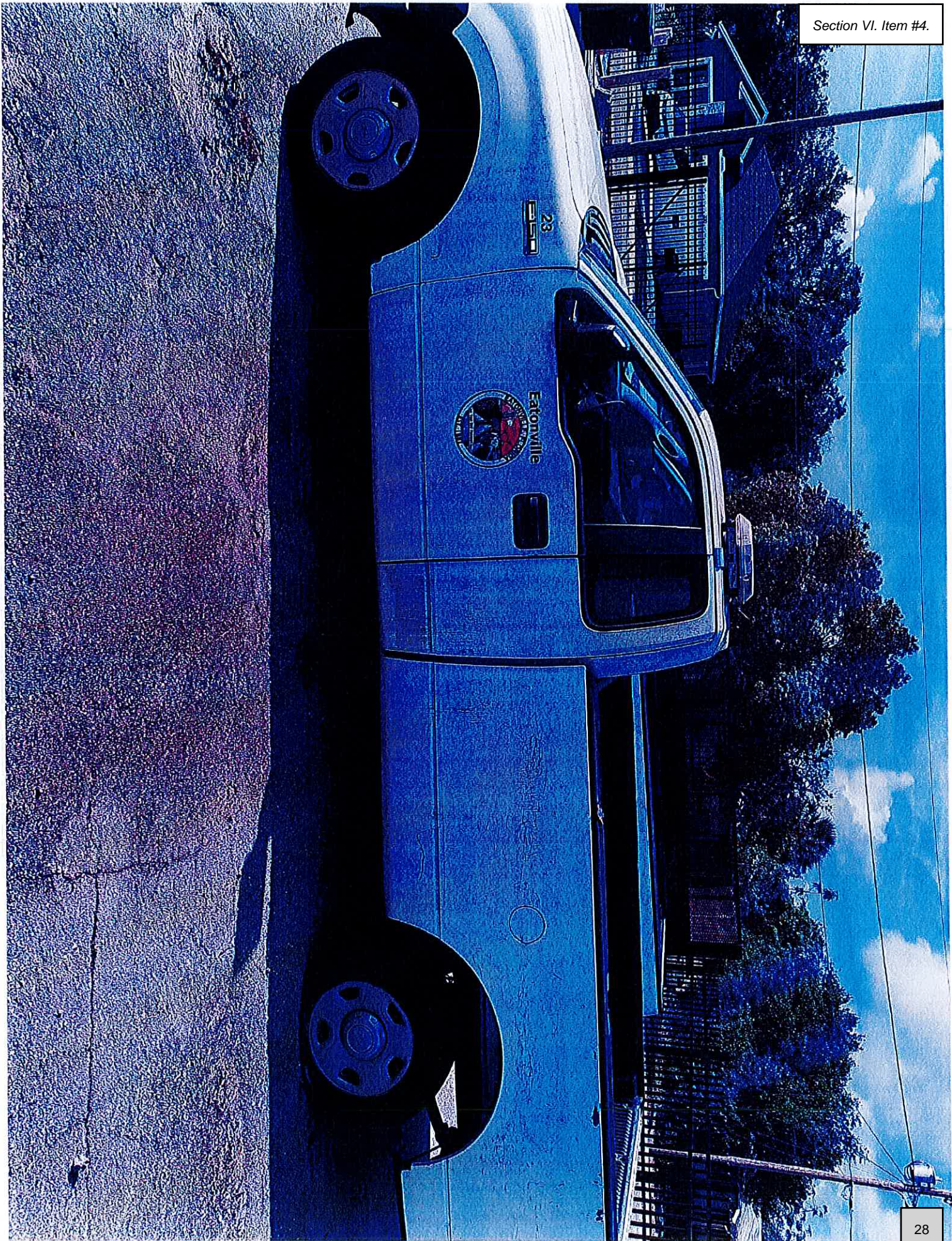
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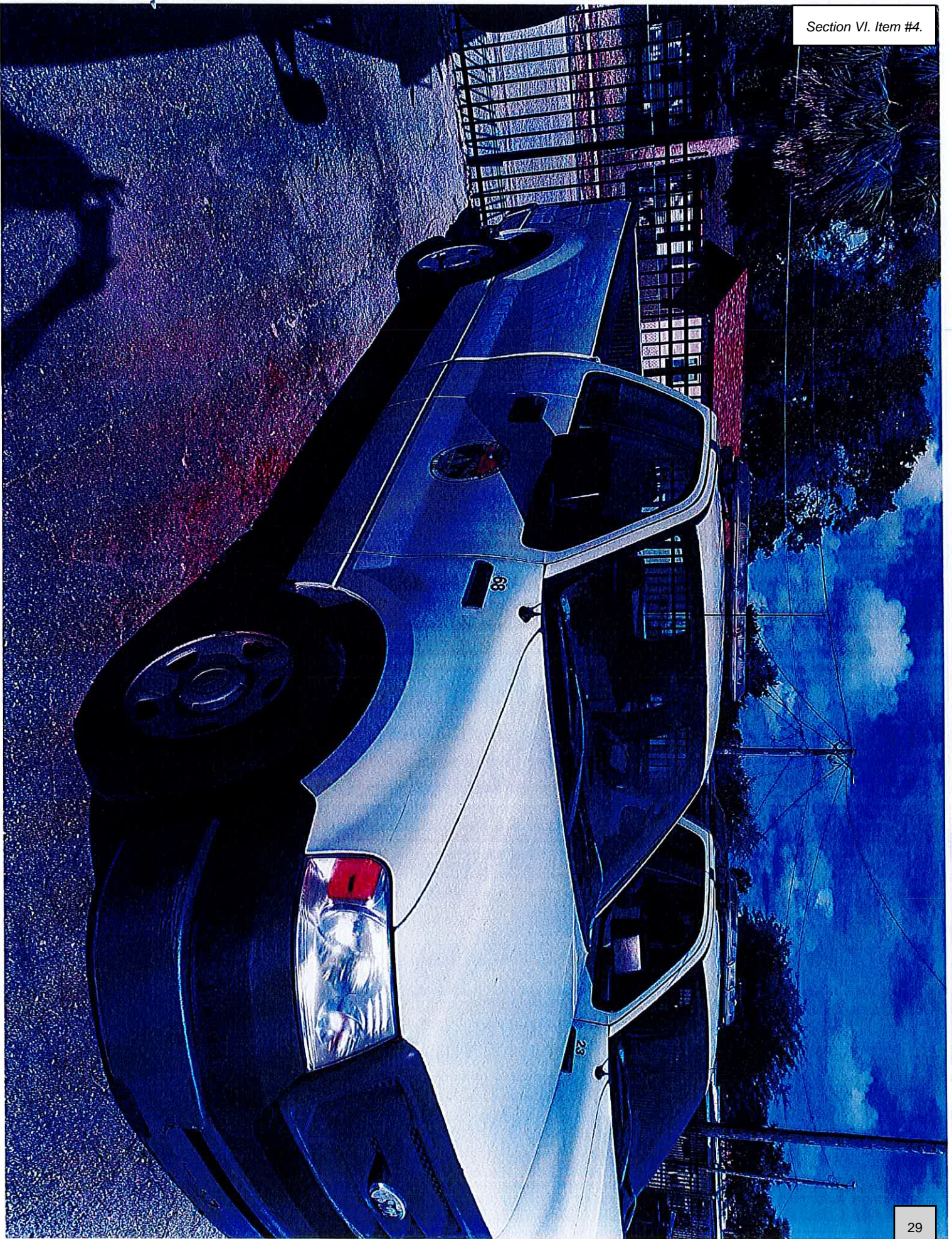
\_\_\_\_\_  
Signature of Applicant/Owner

\_\_\_\_\_  
Signature of Applicant/Co-Owner











**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**TOWN COUNCIL MEETING**  
**NOVEMBER 7, 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 Agreement between The Town and Fred Fox Enterprises, Inc. to perform General Administration Services for the CDBG-MIT (Finance)

**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>• Copy of Fred Fox Enterprises, Inc. Contract</li> </ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Respectfully request Approval of Fred Fox Enterprises, Inc. contract between the Town of Eatonville to perform General Administration Services related to the CDBG-MIT Neighborhood Revitalization Grant

**SUMMARY:** On August 15, 2023 at the Town Council meeting Fred Fox Enterprises, Inc. was awarded the administration bid for the Florida Department of Economic Opportunity Community Development Grant Mitigation Program (CDBG-MIT). The administration services total allotment for services \$349,800.00 to oversee the poor condition and performance of the existing water system’s assets through system-wide improvements.

**RECOMMENDATION:** The Administration is recommending the Town Council approve the contract for Fred Fox Enterprises Inc. to administer the \$5,986,105 (CDBG-MIT) FDEO.

**FISCAL & EFFICIENCY DATA:** Fund allocation is associated with CDBG-MIT grant – Federal Grant Number CDBG#B-18-DP-12-0002

**GENERAL ADMINISTRATION CONTRACT**

This General Administration Contract entered into as of this \_\_\_\_ day of October, 2023, by and between Fred Fox Enterprises, Incorporated, hereinafter referred to as the Administrator and the Town of Eatonville, hereinafter referred to as the Local Government.

**WITNESSETH THIS RECITAL:**

WHEREAS, the Local Government has been awarded a Community Development Block Grant Mitigation Program Grant, grant **#MT128** hereinafter referred to as the "Project", and the local Government desires to implement that Project; and,

WHEREAS, the Administrator is now available, willing, and qualified to perform professional services in connection with the Project; to serve the Local Government to which this contract applies, and to give consultation, advice, and direction for such Project, and

WHEREAS, the Local Government being desirous that the Administrator perform such services regarding the Project does now engage Administrator to perform such services noted above on the COM CDBG Mitigation Program and Administrator agrees to perform such services.

To provide technical assistance in various program areas, and

To serve the local government as its professional representative and coordinator in all phases of the Project to which this General Administration Contract applies, and

To develop and draft a Relocation Policy for the Project, if required, and

To disseminate information to the general public regarding the Project, and to provide adequate administrative plans regarding the acquisition of properties as may be required, and

To coordinate, monitor, and evaluate the Project, and

To provide updates to the Local Government, and

To establish and maintain bookkeeping and financial management aspects of the Project and submit financial status reports to the Local Government on a monthly basis.

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE 1**

**A. GENERAL ADMINISTRATION**

**SCOPE OF THE SERVICES OF THE ADMINISTRATOR**

The Administrator shall provide the following services for the general



administration aspects of this project:

1. Coordinate, monitor, and evaluate the direct costs of the overall program, including but not limited to the multiple activities outlined in the subsections of the contract below.
2. Develop, plan, implement, and assess the citizen's participation to all community organizations, including but not limited to providing program information, technical assistance to citizens, publishing applicable notices, and conducting applicable hearings.
3. Respond to all citizen's questions and complaints concerning the project in a timely manner.
4. Disseminate to the public, including all community organizations, information on the program that involves citizen's participation, including but not limited to providing program information, technical assistance to community groups, and dissemination of materials.
5. Establish and maintain general and related files as required by the Florida Commerce Department (COM).
6. Prepare the Environmental Review including the Public Notices and the "Request for Release of Funds".

7. Establish procedures relating to the procurement and implementation of services all pursuant to Department of Housing and Urban Development (HUD) and Florida Commerce Department (COM) requirements and regulations.
8. Review and determine if professional services contracts are consistent with all OMB Circular A-102 ordinances.
9. Provide technical assistance to the Local Government in procuring professional service contracts.
10. Establish and maintain a bookkeeping system that is acceptable to both the Florida Commerce Department and the Auditor General's Office.
11. Monitor the various subsections of the Project in regard to all HUD and COM regulations and prepare all necessary and all requested responses to from Local, State, and Federal governmental units.
12. Evaluate the various subsections of the Project according to HUD and COM regulations and prepare all final reports to the Departments.
13. Establish adequate advertising regarding all aspects of the Project to ensure active citizen participation, including but not limited to the

environmental aspects of the project.

14. This contract is to complete the work as outlined in the Community Development Block Grant **#MT128** or as the contract may be amended.
15. The Consultant shall attend all meetings related to implementation of the CDBG Mitigation Grant, including but not limited to, public hearings, staff meetings, public informational meetings, etc.
16. Provide progress reports to the Local Government in sufficient detail to indicate accomplishments and tasks completed.
17. Provide all reports relating to the project as required by the Florida Commerce Department.
18. Prepare all required or requested program amendments including the preparation of advertisements, conducting required public hearings and updating Environmental Reviews.

**B. PUBLIC FACILITIES**

**SCOPE OF SERVICES OF THE ADMINISTRATOR**

The Administrator shall provide the following services for the public facilities unit of this project:

1. Coordinate, monitor, and evaluate the direct costs of such facilities within

the target area.

2. Establish and maintain an adequate bookkeeping system for this subsection of the project.
3. Evaluate this subsection according to HUD and COM regulations and prepare all reports to the Department.
4. Establish and maintain construction contract files.
5. Establish procedures relating to the procurement and implementation of contractual services, all pursuant to HUD and COM requirements and regulations.
6. Review and determine if professional service contracts are consistent with OMB Circular A-102 Attachment O and any other regulations from any other agencies, as may be required.
7. Provide technical assistance to the Local Government in procuring professional service contracts.
8. Review all bid packages for COM and HUD contract compliance.
9. Establish and maintain labor standards compliance files for the Local Government.
10. Obtain wage decision from the Department of Labor (DOL) and/or the

Department of Housing and Urban Development (HUD) and/or Florida Commerce Department (COM) and submit same to the Local Government.

11. Attend the pre-construction conference.
12. Review the contractor's weekly payrolls for compliance with Davis/Bacon and other Federal contract requirements.
13. Establish and maintain the Local Government's equal opportunity files for the Project.
14. Establish architect/engineer community development terms and conditions for incorporation in the bid package.
15. Obtain for the Local Government DOL/HUD/COM clearances of contractor.
16. Send notice on behalf of the Local Government to DOL and HUD or COM that the construction has commenced.
17. Approve all payment requests to ensure the payments are appropriate and proper documentation is included.
18. Be present at all HUD and COM monitoring visits and prepare the Local Government's response(s) to HUD and COM monitoring letters.
19. Complete and maintain files pertaining to the public facilities subsection of the project for use by the Local Government and interested citizens.
20. Represent the Local Government before any State or Federal boards or meetings regarding the public facilities subsection of the Project.

21. Perform all closeout activities, including the submission of reports as well as responding to requests for follow-up information.
22. Provide progress reports as requested by the Local Government or required by the Florida Commerce Department.
23. Attend all public meetings with the local government related to this grant.
24. Provide reports to be distributed in public meetings explaining the projects and their progress.

## **ARTICLE 2**

### **A. GENERAL ADMINISTRATION**

#### **LOCAL GOVERNMENT'S RESPONSIBILITY**

The Local Government's responsibility in regard to the subsection GENERAL ADMINISTRATION shall be:

1. To instruct the personnel of the Local Government to cooperate and assist the Administrator in the execution of the necessary financial data and procedures in order to comply with all HUD and/or COM requirements.
2. To provide assistance in implementation of contractual services necessary to the Project per the requirements of any and all HUD or COM requirements.
3. Establish and maintain rapport with individual citizens and community

groups regarding the Project.

- 4. Assist the Administrator in negotiations necessary for all subsections of the Project.
- 5. Review and implement all contracts necessary to ensure efficient progress of the Project.

**B. PUBLIC FACILITIES**

**LOCAL GOVERNMENT'S RESPONSIBILITY**

The Local Government's responsibility in regard to the subsection PUBLIC FACILITIES shall be:

- 1. To assist the Administrator in placing at its disposal all available information pertinent to the sites of the Project including previous reports and any other data relative to design and construction of the Project.
- 2. To furnish the Administrator, when available, reports regarding property, boundary, right-of way, topographic surveys, laboratory tests, core borings, probing and sub-surface explorations, hydrographic surveys, and inspection of sample and materials which the Administrator may rely on

in performing its services.

- 3. Assist the Administrator in obtaining right-of entry and release of liability of property owners.
- 4. Designate a member of the Local Government who will act as a contact person with the Administrator to facilitate and transmit instructions, receive information, and generally assist as may be necessary and submit each person's name to the Administrator within ten (10) days of the signing of the contract.
- 5. Give prompt notice to the Administrator whenever the Local Government observes or otherwise becomes aware of any defects or problems with the Project.
- 6. Inform the Administrator of all meetings involving personal service contracts with architects and/or engineers regarding this Project.

**ARTICLE 3**

**PERIOD OF PERFORMANCE**

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon final completion of the Local



Government’s Florida Community Development Block Grant Mitigation Project and the issuance of a “Notice of Administrative Closeout” for the project by the Florida Commerce Department.

**ARTICLE 4**

**COMPENSATION**

The Local Government agrees to pay, from the funding set forth in Article Sixteen (16) herein, the Administrator and its associates in the following manner:

Compensation for the Administrator shall be the total sum of Three-Hundred-Forty-Eight-Thousand-Nine-Hundred-Dollars and 00/100 cents (\$348,900.00). The Local Government shall compensate the Administrator for their services as noted in Attachment A to this contract. Payments will commence thirty (30) days after the effective date of the contract between the Florida Commerce Department (COM) and the Local Government subject.

At the end of the twelfth month of this contract, the Local Government and the Administrator shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be progressing on

schedule, a revised payment schedule shall be developed that is acceptable to both parties.

If the grant contract obligations are met and the grant closes out prior to the forty-eight-month ending date the administrator can be paid the sum remaining in the contract upon issuance of a “Notice of Administrative Closeout” for the project by the Florida Commerce Department.

All requests for payment shall be submitted by the Administrator in detail sufficient for a proper pre-audit and post-audit review.

**ARTICLE 5**

**CITIZENS PARTICIPATION**

It is understood between the parties that both the local Government and the Administrator shall encourage continuous participation in the Project by the citizens of the area. It is further understood that both the Local Government and the Administrator shall be responsible for adequate advertising of the Project. It is understood that funds for such advertising shall be paid from grant funds.

**ARTICLE 6**

**LOCAL GOVERNMENT CONTACT PERSON**

The contact person who will represent the local Government in all matters pertaining to the Project shall be Ms. Katrina Gibson, Finance Director, or her designee.

**ARTICLE 7**

**EXCLUSIVE REPRESENTATION**

It is understood between the parties that a representative of the Local Government and a representative of Fred Fox Enterprises, Incorporated, will represent this Project before any and all COM or HUD meetings.

**ARTICLE 8**

**CONFLICT OF INTEREST**

The Local Government having been so advised by the Administrator does hereby recognize that the Administrator has provided similar area services in the past to Local Governments and to area governmental bodies and may be so engaged in a similar Project at this time or in the future and the parties agree that administration of these Projects by the Administrator do not constitute a conflict of interest with the Project.

**ARTICLE 9**

**SOCIAL SECURITY**

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Administrator or any other participants during the period of this contract.

**ARTICLE 10**

**CONTRACT AMENDMENT**

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written amendments to this contract.

**ARTICLE 11**

**TERMINATION**

Termination (cause and/or Convenience)

**(a)** This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by hand or by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party during said 10 day period prior to termination.

**(b)** This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

**(c)** If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Administrator at the time of termination may be adjusted to cover any additional costs to the local government because of the Administrator's default.

If termination for convenience is effected by the local government, the equitable adjustment shall provide for payment to the Administrator for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Administrator relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate, if any, and upon proper documentation submittal.

**(d)** Upon receipt of a termination action under paragraphs (a) or (b) above, the Administrator shall (1) promptly discontinue all affected work (unless the notice

directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Administrator in performing this contract, whether completed or in process.

**(e)** Upon termination, the Local Government may take over the work and award another party a contract to complete the work described in this contract.

**(f)** If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Local Government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

## **ARTICLE 12**

### **EQUAL OPPORTUNITY**

The Administrator warrants that there shall be no discrimination against employees, applicants for employment, those to whom services are rendered, and applicants for such services under this contract because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

During the performance of the function described herein, the Administrator

agrees to the following conditions pertaining to the recognition and protection of the civil rights of employees, applicants for employment, those to whom services are rendered, and applicants for such services:

1. The Administrator will comply with the provisions of Title VI of the Civil Rights Act of 1964, P.L. 88-352, as amended, and rules and regulations published pursuant thereto, all of which are made a part hereof as if fully incorporated herein;
  
2. The Administrator will comply with the provisions of Presidential Executive Order Number 11246 of September 24, 1965, as amended, Title 3, Code of Federal Regulations, Chapter 4, which is made a part hereof as if fully incorporated herein, the provisions of Section 204 of which executive order must be set forth verbatim, to wit: During the performance of this contract, the Administrator agrees as follows: The Administrator will not discriminate against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics. Such action shall include, but not limited to the following: employment, upgrading,

demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Administrator agrees to post in a conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting for the provisions of the non-discrimination clause.

3. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.
4. The Administrator will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under Section 204 of Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for



employment.

5. The Administrator will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Administrator will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Administrator non-compliance with the non-discrimination clauses of this contract or with such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order Number 11246, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Administrator will include the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of Labor issued to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon subcontractors or vendors. The Administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided however, that in the event the Administrator become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Administrator may request the United States to enter into such litigation to protect the interest of the United States.
9. The Administrator shall not discriminate in solicitations or advertisements for employees placed by and on behalf of the contractor

or against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

**ARTICLE 13**

**HUD/COM AUDITS**

If HUD or COM finds that any sums received by the Administrator are unreasonable, then those sums shall be refunded by the Administrator to the Local Government as required by 24 C.F.R., Section 570.200. Administrator agrees to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by the Florida Commerce Department (COM), due to the malfeasance, misfeasance, or nonfeasance of the Administrator. All records will be made available to the Local Government auditors at their request as pre-audit and post-audit requirements.

**ARTICLE 14**

**ADMINISTRATOR'S NOTICE**

**REGARDING ENGINEER OR ARCHITECT**

It is understood between the Local Government and the Administrator that the Administrator will not be responsible for any Federal, State, or Local requirements

that must be completed and supervised by the engineer and/or architect.

**ARTICLE 15**

**ADMINISTRATORS NOTICE**

**REGARDING LEGAL FEES AND AUDITS**

It is understood between the Local Government's and the Administrator that the Administrator will not be responsible for legal, or audit costs associated with this project.

**ARTICLE 16**

**SOURCE OF FUNDING**

The sole source of payment for this contract is the funding received through the CDBG program and/or portion of any other funding grants leveraged from it.

**ARTICLE 17**

**REMEDIES**

Unless otherwise provided in this contract, all claims, counter claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by the appropriate court in Orange County, Florida.

**ARTICLE 18**

**ACCESS TO RECORDS**

The local government, the Florida Commerce Department, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

**ARTICLE 19**

**RETENTION OF RECORDS**

The Administrator shall retain all records relating to this contract for six (6) years after the Local Government makes final payment and all other pending matters are closed.

**ARTICLE 20**

**ENVIRONMENTAL COMPLIANCE**

Whereas if this contract exceeds \$100,000, the Administrator shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Administrator shall include this clause in any subcontracts over \$100,000.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals:

LOCAL GOVERNMENT:

ADMINISTRATOR:

\_\_\_\_\_  
Angie Gardner, Mayor  
Town of Eatonville

\_\_\_\_\_  
Fred D. Fox, President  
Fred Fox Enterprises, Inc.

ATTESTED BY:

ATTESTED BY:

\_\_\_\_\_  
Veronica King, Town Clerk  
Town of Eatonville

\_\_\_\_\_  
Melissa N. Fox, Grants Compliance  
Fred Fox Enterprises, Inc.

SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the General Administration Agreement for Fred Fox Enterprises, Inc., and The City of Lake Butler.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, St. Augustine, Florida 32080, and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2443697.
3. My name is Fred D. Fox, and my relationship to the entity named above is President of the Corporation.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public

entity or an agency or political subdivision of any other stat or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime; or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July, 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not between placed on the convicted vendor list. (Please describe any action



taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Fred D. Fox (Signature)

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

STATE OF FLORIDA

CITY OF ST. JOHNS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Fred D. Fox, who, after first being sworn by me, affixed his signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

***COST SUMMARY FOR NEGOTIATED CONTRACTS***

**GRANTEE:** \_\_\_\_\_ Town of Eatonville \_\_\_\_\_

**GRANT NUMBER:** \_\_\_\_\_ #MT128 \_\_\_\_\_

**NAME AND ADDRESS:** Fred Fox Enterprises, Inc.

**OF CONTRACTOR:** P. O. Box 840338  
St. Augustine, Florida 32080

\_\_\_\_\_  
**DATE OF PROPOSAL:** October 15, 2023

\_\_\_\_\_  
**TYPE OF SERVICE TO  
BE FURNISHED:** CDBG Grant Administration

=====  
**COST SUMMARY:**

DIRECT LABOR: Estimated hours x hourly rate = estimated cost

<u>Consultant/Director</u>	<u>200 hrs x \$225.= \$ 45,000.00</u>
<u>Project Manager</u>	<u>300 hrs x \$175.= \$ 52,500.00</u>
<u>Assistant Project Manager</u>	<u>280 hrs x \$150.= \$ 42,000.00</u>
<u>Grants Compliance Manager</u>	<u>400 hrs x \$150. = \$ 60,000.00</u>
<u>Environmental Specialist</u>	<u>160 hrs x \$150. = \$ 24,000.00</u>
<u>Administrative Assistant</u>	<u>100 hrs x \$100. = \$ 10,000.00</u>

**DIRECT LABOR TOTAL: \$233,500.00**

INDIRECT COSTS: Fringes, G & A, etc., rate x base = cost

Fringes 45% x 233,500.00 = \$ 105,075.00

-

**INDIRECT COST TOTAL: \$105,075.00**

OTHER INDIRECT COST: describe

N/A

**OTHER INDIRECT COST: \$ 0.00**

**TOTAL ESTIMATED COST: \$ 338,575.00**

**PROFIT: \$ 10,325.00**

**TOTAL PRICE: \$ 348,900.00**



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### NOVEMBER 07, 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 2023-22 Adopting the New Purchasing Policy (Finance)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> ADMINISTRATIVE (Finance)
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>• Resolution 2023-22</li> <li>• New Finance Policy Manual 2023</li> </ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Approval of Resolution 2023-22 Adopting the New Purchasing Policy.

**SUMMARY:** The Town Council desires to make changes to the purchasing policy. The staff is looking for the Town Council to consider repealing Ordinance 2008-6 and Resolution 2006-7. And Staff is presenting a new resolution for the Town of Eatonville Finance Policy Manual.

**RECOMMENDATION:** Staff recommends approval Resolution 2023-22 Adopting the New Purchasing Policy.

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

**RESOLUTION #2023-22**

A RESOLUTION OF THE TOWN OF EATONVILLE, FLORIDA, ADOPTING A PURCHASING POLICY WITH RULES AND REGULATION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS**, the Town Council is authorized to adopt regulations and policies governing Town purchasing; and

**WHEREAS**, the Town Council desires to adopt a purchasing policy, and finds that such will benefit the Town and its residents.

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

**SECTION ONE: PURCHASING POLICY:** The Town hereby adopts the Town of Eatonville Purchasing Policy attached to this Resolution, which shall govern all matters described therein.

**SECTION TWO: CONFLICTS:** All Resolutions of the Town of Eatonville 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 two

**SECTION FOUR: EFFECTIVE DATE:** This Resolution will take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED this \_\_\_\_\_ day of November, 2023.**

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

**ATTEST:**

\_\_\_\_\_  
**Veronica King, Town Clerk**



# The Town of Eatonville

## Purchasing Policy & Procedure Manual

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# **PART I**

## **Section I**

### **General Provisions**

#### **A. PURPOSE**

The purpose of the Purchasing Policy & Procedure Manual is to provide guidance and support for the formal rules adopted by the Town Council governing the purchasing process contained in the Town’s purchasing ordinances.

This manual is intended to guide the user through the purchasing process within the Town of Eatonville. The Town maintains a unified purchasing system with decentralized responsibility. The Town’s purchasing process provides for increased economy in purchasing activities, enabling the Town to maximize, to the fullest extent practical, the purchasing value of public funds by fostering effective broad-based competition, while ensuring fair and equitable treatment of all vendors who deal with Town purchasing. In addition, this manual provides safeguards for maintaining a purchasing system of quality and integrity and also is intended to provide for increased public confidence in the procedures followed by Town purchasing.

This policy shall apply to all purchasing activity, except real property, of the Town of Eatonville, as well as the disposal of all Town property other than real property.

For purposes of this manual the purchasing process is defined in five phases as follows:

1. Vendor selection – Identification and subsequent selection of the vendor best meeting identified Town requirements for goods and services.
2. Town commitment to purchase goods or services – The process by which the Town commits to do business with a selected vendor.
3. Contract oversight – The process by which the Town ensures the vendor is in compliance with a contract for goods or services.
4. Payment – Procedures for payment for goods and services.
5. Disposition – The process by which the Town disposes of surplus, obsolete or damaged property.

Attachment one (1) provides purchasing terms and definitions.

The remainder of this manual addresses these topics as follows:

#### **B. LEGAL PROVISIONS**

The principles of law and equity, including the Uniform Commercial Code of this State, the law relative to ethics, and the law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, and mistake of bankruptcy shall supplement the provisions of this policy.

In any situation where compliance with this policy will place the Town in conflict with State or Federal Law or terms of any grant, or cooperative agreement, the Town shall comply with such Federal or State law, grant requirements, or authorized regulations that are mandated and which are either not reflected in this policy or are contrary to provisions of this policy.

## **PART I**

### **Section I**

#### **General Provisions (continued)**

##### **C. REQUIREMENT OF GOOD FAITH**

This policy requires all parties involved in the negotiation, development, performance, or administration of Town contracts to act in good faith.

##### **D. ETHICS**

All applicable provisions of the Code of Ethics for the Town of Eatonville are incorporated herein by reference and made a specific part of this manual.

### **Section II**

#### **Vendor Selection Methods**

##### **A. GENERAL GUIDELINES**

There are five vendor selection methods used by the Town: Quotes, Invitations to Bid (ITB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), and Letters of Interest (LOI). Quotes, written and or verbal, are normally used when the expected cost of goods or services is \$25,000 or less. This is the informal method of vendor selection. The remaining four methods, ITB, RFP, RFQ, and LOI, are formal competitive vendor selection methods. Formal competitive vendor selection methods must be used when costs are expected to be above \$25,000 and may be used for smaller purchases when the Town will derive sufficient additional benefit to justify their use.

Exceptions to the required vendor selection methods are permitted in specific instances (See Part D. below in this section) or when pre-approved by the Finance Director, Mayor or his/her designee in other limited instances.

Under no circumstances may known or anticipated annual requirements for goods and services from a vendor be broken into smaller quantities to circumvent the requirement to use a formal vendor selection process. The Town's purchasing policies are based on the total dollar amount of purchases made with a vendor in a given fiscal year. An annual purchase order must reflect the anticipated total amount of business to be done with a vendor for the year.

**Section II**

**Vendor Selection Methods (continued)**

**B. INFORMAL VENDOR SELECTION METHODS**

The informal vendor selection methods may be utilized where the cost of goods or services does not exceed \$25,000. The following procedure must be followed:

**TABLE 1 – COST LEVELS / REQUIRED DOCUMENTATION**

<b>AMOUNT</b>	<b>REQUIRED DOCUMENTATION</b>
Up to \$1,000.00	None
\$1,001.00 to \$2,500.00	Two written documented quotes
\$2,501.00 to \$7,500.00	Three written documented quotes
\$7,501.00 to \$25,000.00	Three written documented quotes

Quotes must be consistent in content for comparison purposes. Quotes must include the vendor name, contact person, date, a clear description of the goods or services being offered by the vendor, a statement of price, and the terms of the sale. Written quotes may substitute for verbal quotes. Verbal quotes must be documented by the user department and retained on file. Written quotes must be signed and dated by the vendor. *If the quote has been issued for more than 30 days, an updated quote will be required to ensure the information is still valid before moving forward.*

**C. FORMAL COMPETITIVE VENDOR SELECTION METHODS**

Formal competitive vendor selection methods utilize competitive bidding to allow a maximum degree of competition among a number of suppliers offering similar products or services. All purchases of goods and services, where the total ANNUAL cost of the purchases or contract will exceed \$25,000, must be approved by the Town Council.

A determination is made by the Finance Director, after consultation with the user department, as to which formal competitive vendor selection method will be used.

Invitation to Bid (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ) and Letters of Interest (LOI) are effective formal procedures for soliciting competition from vendors in the purchasing sector. The ITB is awarded primarily on price alone. The RFP uses several different evaluation criteria, including price, to determine award. The RFQ ranks respondents based on their qualifications and experience. The LOI, the least formal process, sends out letters to interested parties to see if they are interested in applying for the work being offered. Evaluation is based on the experience of the responders and follow-on discussions with them.

**C. FORMAL COMPETITIVE VENDOR SELECTION METHODS (continued)**

Attachment 2 provides vendor evaluation guidelines.

### **1. Invitation to Bid (ITB)**

An ITB is used when specifications are well-defined, competition is prevalent, and substitutions are allowable. The ITB shall include instructions to bidders, plans, drawings and specifications if any, bid form, and other required forms and documents to be submitted with the bid. As a result, prices obtained are generally lower than “list” pricing. Under this type of solicitation, normally the recommendation of award must go to the lowest responsive and responsible bidder. There are generally no other evaluation criteria considered in this type of solicitation.

### **2. Request for Proposal (RFP)**

An RFP is a formal request from the Town to vendors to submit proposals. The proposal is to provide a solution to a need the Town has specifically identified. The vendor’s experience and qualifications, together with the proposed solution, is evaluated and may take precedence over price. The evaluations of the proposals are completed by an evaluation committee comprised of at least three (3) voting members, at least one of whom is Town staff. (In some instances a person outside of Town staff, who has experience with the need identified, may be a voting member also). The committee members are generally selected by the director of the user department. The Finance Director facilitates the evaluation process.

All RFPs shall state the relative importance of price and any other evaluation criteria. The Town may engage in negotiations with offerors for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

### **3. Request for Qualifications (RFQ)**

An RFQ is a formal invitation from the Town to vendors to submit a statement of qualifications. This approach differs from the traditional request for proposals approach in that it places greater emphasis on the actual qualifications of the potential contractor, (his or her track record), rather than how well the potential contractor responds to detailed project specifications and requirements.

The RFQ identifies the desired minimum qualifications of the firm, a scope of work statement, any project requirements, and states the relative importance of selection criteria that will be used in compiling the short list of prospective firms for further consideration.

Responses are evaluated by an evaluation committee and facilitated by the Finance Director. Depending on the number of qualification responses received, a shortlist of three to five firms are identified for further consideration. These short listed firms are then interviewed by the evaluation committee. Based on the interview, experience and qualifications, the short listed firms are ranked. This ranking is presented to the Town Council for approval along with a request for the proper Town officials to be authorized to negotiate and execute the contract.

## **C. FORMAL COMPETITIVE VENDOR SELECTION METHODS (continued)**

#### 4. Letter of Interest (LOI)

An LOI is a formal invitation from the Town to vendors to submit an offer. It identifies, in general terms, the work required and directs the respondents to provide a letter regarding the respondent's interest in working with the Town on the particular project(s). Respondents provide a statement of experience and qualifications of key personnel. Costs or fees are not part of the response.

Responses are evaluated by an evaluation committee and facilitated by the Finance Director as described in the RFP section. Based on the experience and qualifications, the responses are ranked. This ranking is presented to the Town Council requesting authorization to enter into contract negotiations with the top ranked vendor. The resulting contract is then brought back to Town Council for final approval. Architectural and engineering services are examples of when this type of solicitation would be used.

The Town may engage in negotiations with responders for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

#### D. EXCEPTIONS

The following are exceptions from the requirements of the competitive vendor selection process. Please refer to the **Town Code of Ordinances**. Exceptions to competitive procurement requirement, for further details. Exceptions must be pre-approved by the Finance Director. Purchases not subject to the competitive procurement requirement must still have the same levels of approval as purchases subject to the regular competitive vendor selection process.

1. Sole source – only one vendor's goods or services will meet Town requirements. Approval requires written justification by Finance Department.
2. All Emergency purchases – requires written justification.
3. Purchase of goods or services under contracts of the federal government, the State of Florida, or its political subdivisions (also referred to as "piggybacking").
4. Certain contractual services.
5. Cooperative Purchasing - Contracts available through the Town's participation in governmental purchasing cooperative groups.

### Section III

## Formal Selection Solicitation Process

Once the appropriate vendor selection method has been determined, the solicitation process will be overseen by the Finance Director, as shown below.

### A. SPECIFICATIONS

The Finance Director will ensure the solicitation documents include specifications that are as well-defined as possible. The user department is responsible for developing specifications, such as bid specifications, scope of service and evaluation criteria. As the prime user, the department is best aware of any special characteristics, any new developments in the field, as well as the technical specifications of the product or service. The Finance Director may review specifications and make suggestions, such as alternate products, when appropriate.

The Finance Director shall strive to assure that all specifications issued by the Town provide for free and open competition among all vendors and preclude lock-in of any vendor or brand, unless items are purchased under approved sole source or sole brand provisions. Any specification may eliminate some vendors or brands if the vendor or brand does not meet the legitimate needs of the Town.

There are many different types of specifications; however, all specifications regardless of the type must be clear and complete. A specification is an essential communication link between the Town and the vendor. The specification must clearly and completely express the needs of the Town in such a manner that the vendor will have the same understanding as that of the Town in what is required. The following are some of the more common type of specifications:

#### 1. Brand Name Specification

A specification using one or more manufacturers' brand names, with identifying model numbers, to describe the acceptable items; all other items will be excluded. Since use of a brand name specification is restrictive of product competition, it may be used only when pre-approved by the Finance Director.

#### 2. Brand Name "or Equal" Specification

These specifications describe the characteristics of the item required by reference to a particular manufacturer's product, referring to that product by its brand name and model number. These specifications describe the standards of quality, performance, and other characteristics needed to meet the requirements of the solicitation, and invites bids for equivalent products from any manufacturer. These are often used to obtain low-value, commercially available products, such as janitorial supplies, office supplies and chemicals.

#### 3. Design Specification

A design specification is also known as a material and method of manufacture specification. This type of specification spells out in great detail the physical characteristics including size and shape, the materials to be used and the manner in which they are to be assembled or processed. Design specifications may also reference engineering drawings or plans. A design specification is generally not appropriate for standard commercial items; its use being reserved for "made-to-order" products.

## Section III (continued)

## Formal Selection Solicitation Process

### 4. Performance Specifications

Performance specifications describe the functions which must be performed without or with only a limited reference to materials to be used or construction details. Performance specifications are non-restrictive, they spell out standards of performance, define operating limits, describe a specific task, emphasize dependability and reliability and look at the end result. Performance specifications are non-restrictive and encourage vendors to be innovative and propose a variety of means to accomplish a stated performance measure and to determine whether or not a performance specification has been satisfied.

### B. SOLICITATION DOCUMENTS

The Finance Director will ensure all solicitation documents are properly prepared, with particular emphasis on effective specifications as discussed in the prior section, and distributed as appropriate. In conjunction with the preparation of the solicitation documents, the Finance Director will make himself / herself available to provide information to all potential responders.

### C. PUBLIC NOTICE

Public notice of the ITB, RFP, RFQ or LOI shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of the responses. Such notice shall be given by publication in a newspaper of general circulation within Orange County, at a minimum. The notice shall state the place, date, and time of the opening of the responses.

### D. RESPONSE SUBMISSIONS

All responses shall be submitted in sealed envelopes which shall be clearly identified with the name and number of the response on the exterior of the envelope and delivered to the Town Clerk office.

### E. BID / PROPOSAL BOND

Bid bonds (also known as proposal bonds) may be required in conjunction with responses. They guarantee the responders will not withdraw their bids for a specified time period and will accept a contract, if offered, or will forfeit the bond amount.

Bid bonds shall be required for all construction projects when the total contract price is estimated to exceed fifty thousand dollars (\$50,000). In all other cases the Town reserves the right to require a bid or proposal bond when deemed necessary by the Finance Director.

Bid bonds shall be by cash, a certified or cashier's check, a surety bond or an irrevocable standby letter of credit in an amount not less than five percent (5%) of the amount of response. If a surety bond is provided, the surety company must be authorized to do business as a surety in Florida.

### F. CANCELLATION OR POSTPONEMENT OF RESPONSE OPENING

Any time prior to the response opening date and time, the Finance Director may postpone the opening or cancel the solicitation in its entirety.

## Section III (continued)

## Formal Selection Solicitation Process

### G. FORMAL OPENING OF RESPONSES

Responses shall be opened by the Finance Director at the time and place designated in the public notice. The opening shall be witnessed by the Town Clerk, or designee. No late responses shall be accepted or opened if received after the date and time specified in the public notice. All late responses shall be returned unopened to the bidder.

For ITB responses, names and amounts of each bid shall be read aloud by the Finance Director and a list of all responses shall be made available for public inspection after the opening.

For RFP, RFQ and LOI responses, a list of the names of all responders shall be prepared by the Finance Director and made available for public inspection after the opening of the responses.

All response documents shall become the property of the Town and will not be returned to the responders. When the contract is awarded, all documentation produced as part of the contract shall become the exclusive property of the Town.

For an RFP, RFQ or LOI response, the Finance Director, or designee, may, at the evaluation committee's request and within a reasonable time period after the response opening, request additional or corrective information of the responder concerning his/her responsibility to perform, and the bidder may voluntarily, after bid opening, provide additional or corrective information concerning his/her responsibility as a vendor.

### H. MODIFICATION OR WITHDRAWAL OF RESPONSES

Responses may be modified or withdrawn by an appropriate document duly executed and delivered to the office of the Finance Director at any time prior to the submission deadline. A request for withdrawal or modification must be in writing and signed by a person duly authorized to do so. Any modifications made by the Town to the solicitation documents prior to the opening of the responses shall be by addenda provided in writing to the same potential responders to whom the original solicitation documents were presented.

After expiration of the period for receipt of responses, no withdrawal or modification is permitted, except in extenuating circumstances. If within twenty-four (24) hours after responses are opened, any responder files a duly signed written notice with the Town, through the office of the Finance Director and within five (5) calendar days, thereafter demonstrates to the satisfaction of the Town, by clear and convincing evidence, that there was a material mistake in the preparation of the response, or that the mistake is clearly evident on the face of the response document but the intended correct response is not similarly evident, then the responder may withdraw its response document. Thereafter, the responder will be disqualified from further bidding on the contract for which the response was withdrawn.

## Section IV



## Formal Solicitation Evaluation Process and Award of Contract

Once the solicitation has been completed and all responses have been received and opened, the responses will be evaluated and a contract awarded as follows:

### A. REJECTION OF RESPONSES

After an initial review of responses, responses may be rejected for any of the following reasons:

- If the evidence submitted by a responder or if investigation of a responder fails to satisfy the Town that the responder is properly qualified to carry out the obligations and to complete the requested work.
- If there is reason to believe collusion exists among responders.
- If the response is not responsive, not delivered by the due date and time or not delivered to the Town Clerk’s office, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any other kind. The Town reserves the right to waive such technical errors as may be deemed in the best interest of the Town.

### B. EVALUATION AND AWARD OF CONTRACT - INVITATION TO BID

The contract shall be awarded to the most responsive and responsible responder whose response meets the requirements and criteria set forth in the solicitation documents except as otherwise provided below.

If two or more qualified responders are tied, as reflected by cost, the tie may be broken by the following criteria, presented in order of importance and consideration, as reflected in the solicitation document:

1. Quality of the items or services bid if such quality is ascertainable
2. Delivery time if provided in the response

If the above criteria do not resolve the issue, the award will be given to the response received earliest by the Town as indicated by the Town time clock stamp on the response. This criterion will also be indicated in the solicitation document.

Multiple award contracts may be used only when it is determined by the Finance Director that the use of more than one vendor is in the best interest of the Town.

A recommendation for vendor selection, together with the criteria used for selection, will be presented to Town Council by the user department for approval, along with a request that staff be authorized to sign a contract with the recommended vendor.

### C. EVALUATION AND AWARD OF CONTRACT - REQUESTS FOR PROPOSALS, REQUESTS FOR QUALIFICATIONS, AND LETTERS OF INTEREST

The award shall be made to the responder whose proposal is the most advantageous to the Town, taking into consideration evaluation criteria set forth in the solicitation document. The vendor selection process is done through an evaluation committee, (Committee), appointed by the user department director and comprised of a member of the user department, together with at least two other members familiar with the goods or services being evaluated. Each committee member shall complete a “*Conflict of Interest Statement*” upon appointment to the committee and prior to review of submittals (See Attachment 4).

## Section IV (continued)

## **Formal Solicitation Evaluation Process and Award of Contract**

### **C. EVALUATION AND AWARD OF CONTRACT - REQUESTS FOR PROPOSALS, REQUESTS FOR QUALIFICATIONS, AND LETTERS OF INTEREST (continued)**

The Committee shall review all qualifications and submittals of those firms responding based on predetermined criteria contained in the solicitation document. The Committee will then score each qualified response using the predetermined criteria.

Depending on the number of qualified responses received, the Committee may reduce the number of responders to be evaluated further to a minimum of three (called a “short list”), based on the ranking (highest points). If less than three qualified responses have been received, all qualified responses must be considered. The Committee may choose to hold discussions with all responders on the “short list”. Such discussions may encompass formal presentations by each responder. The format of the discussion must be the same for each responder.

If the Committee requires clarification of the original response, they may request revised proposals.

For an RFP, once the Committee has ranked the qualified responses, the ranking information will be presented to Town Council by the user department with a request for approval along with a request for the proper Town officials to be authorized to negotiate and execute the contract.

For an RFQ or LOI, a recommendation for vendor selection, together with the ranking information, will be presented to Town Council by the user department. Additionally, it will be requested that staff be given direction to negotiate a contract, subject to final Town Council approval.

Following vendor approval by the Town Council, the next step in the RFQ or LOI process is for the Committee to negotiate a contract with the highest ranked vendor at a compensation determined to be fair and reasonable. If this proves unsuccessful, negotiations will be formally terminated and negotiations will begin with the next highest ranked vendor. This will continue until an acceptable contract is agreed to or until negotiations with all vendors on the short list have been unsuccessful. If no contract can be negotiated with any vendor on the short list, a new solicitation must be initiated. If a successful contract is negotiated with a vendor, a recommendation will be presented to the Town Council by the user department to approve the contract with the indicated vendor.

### **D. NOTICE OF AWARD**

Upon approval by the Town Council, the successful vendor will receive a Notice of Award indicating the vendor’s selection. The Notice of Award is contingent on a contract being executed and the required certificates of insurance and applicable bond coverage have been received and approved. If the selected vendor fails to provide the required coverage documents or fails to deliver the signed contract within the specified time, the Town may annul the Notice of Award.

### **E. BOND RELEASE**

All responders’ bid bonds, if required for a solicitation, will be retained until the selected vendor has met all requirements for the final contract award. At that time, the bid bonds of the unsuccessful responders will be

## **Section IV (continued)**

## Formal Solicitation Evaluation Process and Award of Contract

### E. BOND RELEASE (continued)

returned. If the successful vendor fails to meet these requirements and the Town annuls the Notice of Award, the successful vendor's bid bond shall be forfeited.

### F. NOTIFICATION TO RESPONDENTS

After the contract award has been finalized, the Finance Director will notify the remaining respondents of the selection.

## PART II

### Section I

#### Conducting Business with a Vendor

The purchase order will be the Town's commitment to conduct business with a vendor and will be subject to the approval authority limits delineated later in this section. Vendors may submit quotes or contracts, depending on the process, whether informal or formal and the dollar amount of the purchase. All purchase orders requiring two written quotes, preferably three quotations, are required to ensure best possible pricing.

For the informal vendor selection process, normally for purchases under \$25,000, the selection will be accomplished through quotes. For purposes of this manual, the term "quote" will include proposed scope of service statements when submitted as a quote. Quotes must be signed by authorized representatives of the responders when submitted in writing; however the Town will not normally sign these documents. When a quote requires a signature by a representative of the Town, it will be processed together with the related purchase order and will be subject to the same approval authority limits as a purchase order. In no instance shall the quote be signed by a person not authorized to be the final approving authority on the accompanying purchase order.

Quotes normally relate to goods and identify the type and quantity of the goods to be provided and possibly the associated payment terms. When the proposed goods or services are more complicated, there will normally be more comprehensive terms involved which would necessitate a formal contract requiring the signature of both the vendor and the Town. Formal contracts will always be required for formal competitive vendor selection situations. This will normally be for purchases greater than \$25,000, which require Town Council approval.

Once approved by Town Council, the contract will be processed. As discussed previously, the formal competitive vendor selection process can be utilized for purchases under \$25,000 when the additional effort is justified. The resulting contract will be processed *at the same time as the related purchase order approval request in accordance with the approval authority limits discussed in "D" below.* Even when a

## PART II

**Section I**

**Conducting Business with a Vendor (continued)**

contract has been signed; the vendor is not authorized to begin work until a fully approved purchase order has been issued.

The following sections will discuss contracts and purchase orders used to commit the Town to do business with a vendor.

**A. CONTRACTS**

**1. Contract Period**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the Town provided the extension beyond the current fiscal year, if any, is included in the solicitation and funds are available for the current fiscal year at the time of contracting. Payment and performance obligations for future fiscal years shall be subject to the availability of funds.

**2. Price Adjustment**

Contracts may be awarded with the provisions for upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the Town.

**3. Advance Payments**

The Town may make advance payments not to exceed one (1) year to vendors for maintenance service contracts and lease agreements when it would be economically efficient to do so or when the vendor offers a discount for advance payments.

**4. Amendments**

Any changes to a contract that materially alter the terms and conditions of a contract, or provide for a change in the scope of the contract, must be contained in a formal amendment to the contract executed by the same authority as the original contract.

**5. Insurance Requirements**

All contracts shall contain requirements for the protection of the Town through sufficient insurance as specified in the bid documents. The selected vendor shall be required to obtain, at the vendor's expense, all required insurance coverage and shall submit evidence of insurance to the Town for approval before the contract award will be finalized. The Finance Department will review insurance certifications, approving those which comply with the requirements of the solicitation. Non-approved certifications will be returned to the user department with the reasons for non-approval and instructions as to how the certification may be corrected by the vendor. The user department shall not allow a contract to be finalized, nor work commence, until the designate staff has approved the sufficiency of insurance coverage.

**PART II**

## Section I

### Conducting Business with a Vendor (continued)

#### 6. Payment and Performance Bonds

When a contract is estimated to exceed fifty thousand (\$50,000) for the construction of a public building, for the completion of a public work or for repairs upon a public building, or other public work as provided in Florida Statute Section 255.05, as amended, or when the Finance Director deems it to be reasonably necessary to protect the best interests of the Town, the following bonds shall be executed and delivered to the Finance Director before the contract award will be finalized and shall become binding on the parties upon the execution of the contract:

- A. A performance bond guarantees the selected vendor will perform all requirements of the contract. It protects the Town from loss due to the selected vendor's inability to complete the work. A performance bond satisfactory to the Town in an amount equal to one hundred percent (100%) of the price specified in the contract must be provided to the Town and is conditioned on the selected vendor performing the contract in the time and manner prescribed in the contract.
- B. A payment bond guarantees the selected vendor will make all required payments to the subcontractors and suppliers providing goods and services to the selected vendor. A payment bond satisfactory to the Town in an amount equal to one hundred percent (100%) of the price specified in the contract must be provided to the Town and is conditioned on the selected vendor promptly making payments to all persons and entities supplying labor, materials or commodities used directly or indirectly in the performance of the work provided for in the contract.

#### 7. Indemnification

All vendors shall indemnify and hold harmless the Town, its officers, agents and employees from any injuries or damages received by any person during any operations connected with the construction project, by use of any improper materials, or by any act or omission of the contractor, or subcontractor, agents or employees.

### B. CONSTRUCTION CONTRACT REQUIREMENTS

In addition to the requirements under Section A, the following shall apply to construction contracts:

#### 1. Construction Contract Change Orders

The Town shall have the right, based on a clause contained in each construction contract, to require changes in quantities, additions or deletions of work or other changes within the original intent of the contract. All change orders, where the amount of the entire contract, including the change order, is over \$25,000 shall be approved, in advance, by the Town Council. The approval of change orders equal to or under this amount for both construction contracts and professional design services shall be approved, in advance, by the Mayor or his/her designee.

## PART II

**Section I**

**Conducting Business with a Vendor (continued)**

**2. Amendments to Construction Contracts**

All changes to construction contracts that materially alter the terms and conditions of the contract or provide for a change in scope of the project beyond the original intent, must be contained in a formal amendment to the contract. Such an amendment must be approved with equal dignity and formality as the original contract and signed by the individuals holding the positions of the original signatories. If the amendment causes the total dollar amount of the contract to move to the next dollar threshold (see “approval authority limits), approval is required, approval must be given as named for that threshold.

**C. ONGOING CONTRACT ADMINISTRATION**

After the award of any contract, the user department will ensure that both the Town and the vendor are in compliance with all terms and conditions of the contract, including, but not limited to, maintaining current insurance certificates.

In cases where the vendor does not adhere to delivery and specifications or is in technical breach of a contract, the user department must attempt to rectify the situation with the vendor and maintain written record of these attempts. This written record should contain specific instances of non-compliance with the contract requirements and a timeframe for resolution of the issues involved.

In cases where the user department is unable to rectify a breach of contract with the vendor, the user department may recommend to the Mayor or his/her designee or Town Council (depending on the amount of the contract) that the contract be cancelled, the vendor be suspended or debarred (the Town will no longer conduct business with the vendor), or to begin appropriate legal action through the Town Attorney.

The Town may suspend a contract for a period not to exceed thirty (30) days following a determination by the Mayor or his/her designee that there has been a material deviation by the vendor from the requirements of the contract. Any suspension of contract shall be provided in writing to the affected vendor within three (3) working days of such determination. The Town reserves the right to obtain goods or services, which are the subject of the contract, from alternate sources during the suspension period.

Contracts originally approved by the Town Council shall be canceled or revoked only after specific Town Council action.

**D. PURCHASE ORDER**

A fully executed purchase order (PO) is the user department’s authority to purchase goods or services. As discussed elsewhere, a purchase order must reflect the anticipated total amount of business to be done with a vendor for the year. The total shall not be broken into smaller amounts to keep from crossing a dollar threshold with additional approval requirements, including the requirement for formal competitive vendor selection. Without exception, all PO’s must be fully approved before the issuing department may place the order. This is true even when a contract with the vendor has been fully executed. Supporting documentation

**PART II**

**Section I**

**Conducting Business with a Vendor (continued)**

must be maintained within the department for purchases up to \$7,500 and forwarded, as discussed below, for greater amounts.

A purchase order is the vendor's authorization to ship goods or perform services as specified. The purchase order constitutes a contract (in some instances a second contract if a more formal contract is also being utilized) between the Town and the vendor, and as such, is a legal document. The purchase order also reserves (encumbers) the funds within the financial system so the funds cannot be allocated for other purposes before the transaction has been completed and the purchase order fully closed out.

A purchase order will normally be for a specified dollar amount for specified goods or services. Additionally, an open end purchase order can be issued for a specific not-to-exceed dollar amount and may also be for a specific length of time, not to exceed one fiscal year. The open purchase order is utilized to facilitate multiple purchases from a single vendor over a given term.

**TABLE 2 – APPROVAL AUTHORITY LIMITS**

<b>APPROVAL</b>	<b>DOLLAR THRESHOLD</b>
Department Director	Up to \$2,500.00
Finance Director	\$2,501.00 to \$7,500.00
Mayor or his/her designee	\$7,501.00 to \$25,000.00
Town Council	\$25,000.01 and above

The PO preparer will use the financial system (Edmunds) to prepare requisition to purchase goods or services. The preparer will enter sufficient information and attach the required cost level documents.

The submitted requisition with the proper required documentation attached will go through the approval process via Edmunds.

1. Requesting department, approval of department director
2. Related department, approval of department director
3. Financial Services, approval of Finance Director
4. Mayor approval or his/her designee as designated

**PART II**

**Section I**

**Conducting Business with a Vendor (continued)**

**TABLE 3 – REQUIRED DOCUMENTATION**

<b>BASIS OF PURCHASE ORDER</b>	<b>REQUIRED DOCUMENTATION</b>
Three quotes	Copies of each quote, signed by vendor
Sole Source –Mayor or his/her designee	Written justification
Exempt Contractual Service*	Note exempt category
Emergency procurement	Written justification
Professional services procedures**	Note service category
Cooperative purchasing	Note entity, attach other entity contract
Existing contract – other government entity	Note entity, attach other entity contract
Renewal contract	Copy of contract, executed by both parties
Competitive sealed bidding	Copy of contract, executed by both parties

\*\*Consultants Competitive Negotiations Act, Florida Statutes 287.055 (1991)

When an exception to the formal vendor competitive selection process has been used, the justification must be clearly identified and documented.

**E. EMERGENCY PURCHASES**

Emergency purchases may be made by the department on approval of the department head when the cost does not exceed two thousand five hundred dollars (\$2,500.00) and on approval by the Finance Director when the cost does not exceed seven thousand five hundred dollars (\$7,500.00).

The Mayor or his/her designee may authorize emergency procurements where the cost exceeds seven thousand five hundred and one dollars (\$7,501.00). The Town Council must be notified, after the fact, of any emergency purchases in excess of twenty-five thousand dollars (\$25,000.00) at the next scheduled Town Council meeting.

**Section II**

**Payment for Goods and Services**

**A. INVOICES**

Invoices are itemized statements of goods or services provided and are a means of settlement of financial obligations. The timeliness of processing invoices may affect the relationship between the

**Section II**



## Payment for Goods and Services (continued)

Town and its vendors and must be processed within 30 days of receipt (20 days in the case of construction services), per State Statute 218.70, Local Government Prompt Payment Act. Invoices should contain the following basic information:

- Purchase order number (if applicable)
- Itemized listing of materials or services rendered
- Quantity of each item
- Unit price with extensions
- Discount terms if applicable
- Services provided, including hours and billing rates where applicable

### B. PAYMENT – PURCHASE ORDER

The PO instructs vendors to send invoices directly to the user department. The user department should hold the PO while waiting for an invoice. The Town will pay only from an original invoice and not a fax copy or photocopy. The user department will follow the PO “receiving” procedures as required by the financial system (Edmunds) and will then forward the original invoice, with the required approval signatures, and a copy of the PO to Accounts Payable for payment.

Only individuals authorized to normally receive goods or services may do so. The receiving individual must certify that the quantity, brand name, or model ordered is received or that the required services have been provided.

### C. PAYMENT – CHECK REQUEST

Check requests should be used only in exceptional situations. Refer to Attachment 3, Sample Check Request form.

### D. PAYMENT – PETTY CASH

In some instances, it may be necessary for an employee to go to a local store to purchase small items, in total under \$40, without a purchase order. The employee will be reimbursed if a Petty Cash form, signed by the department director, is presented to the Finance Department.

### E. CHANGING OR LIQUIDATING PURCHASE ORDERS

#### Purchase Order Changes:

When a change of the total on the Purchase Order is required, the initiating department requests the change by forwarding a written request and brief explanation to the Finance Director. The Mayor or his/her designee approval may be required depending upon the amount of the change requested (generally if the requested change is more than 10%). Freight, shipping & handling charges & back-order related changes do not require an explanation.

## Section II

## **Payment for Goods and Services (continued)**

If the original PO was awarded by the Town’s action, and a change order is being made, sufficient documentation (copy of the resolution, change order, written authorization from the Mayor or his/her designee) authorizing the change must be submitted before further processing.

If the original PO total was for less than \$25,000.00 and the change will make the total over \$25,000.00 then the change order must be approved by the Town Council Mayor before further processing.

Changes may also be done to correct errors, omissions, or discrepancies; cover acceptable overruns and freight costs; and incorporate requirements to expand or reduce the scope of goods or services order.

### **Purchase Order Liquidations:**

A purchase order is liquidated when a partial receipt has been done on a purchase order and the remainder of the total will not be received. When liquidation is done, the purchase order is closed and no other transactions can take place against that particular purchase order. Any remaining funds that had been encumbered on that purchase order are released back into the account that had been encumbered.

Finance is notified by the using department when a purchase order is to be liquidated.

## **Section III**

### **P-cards (Purchasing Cards)**

#### **A. INTRODUCTION**

The Town of Eatonville Purchasing Card Program is designed to improve control and efficiency in processing purchases from any vendor that accepts the VISA credit card. This program will allow the employee/cardholder to purchase approved commodities and services directly from our vendors. Each purchasing card is issued in the name of an employee with “Town of Eatonville” as the government buyer of goods and services, and the Town sales tax exemption number, clearly shown on the card. Cardholders will also be issued a copy of the Town’s sales tax exemption certificate.

The Finance Department will monitor the performance of the program. All questions or concerns should be directed to the Finance Director at 407-623-8900.

The purpose of these policies and procedures is to accomplish the following:

## **Section III**

## **P-cards (Purchasing Cards) - continued**

- A. To ensure purchasing card purchases are in accordance with the Town of Eatonville
- B. Purchasing Ordinances.
- C. To provide an efficient method of purchasing and paying for goods and services from specified vendors within specified commodity groups, within a predetermined amount per item purchased, per total invoice purchase or per total per day, week or month per vendor.
- D. To reduce the use of purchase orders, blanket purchase orders, checks and petty cash, and the related processing and mailing costs.
- E. To reduce processing time.
- F. To provide procedures and policies for disciplinary action if a purchasing card is misused.
- G. To ensure budget, commodity, and vendor control over purchases.
- H. To provide for purchases during a state of emergency (i.e. hurricane)

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls as deemed necessary.

### **How It Works**

The purchasing card system simplifies the purchasing/disbursement process. Purchasing responsibility is delegated to the ordering department enabling an authorized cardholder to place an order directly with the vendor.

When a purchase authorization is requested by the supplier at the point of sale, the VISA purchasing card system validates the transaction against preset limits established by the Department Director and Finance Director. All transactions are approved or declined electronically based on the purchasing card authorization criteria established. The authorization criteria may be adjusted periodically as needed and may include, but are not limited to, the following:

- Approved Vendors
- Approved Commodities
- Number of transactions allowed per day
- Number of transactions allowed per month
- Single item purchase limit
- Daily transaction limit
- Monthly total

The authorization process occurs through the electronic system that supports the purchasing card processing services under the Town of Eatonville Linking Authorization Contract with the Bank.

### **Who Does What?**

The following is a summation of the responsibilities of the individuals involved in the purchasing card system.

## **Section III**

## **P-cards (Purchasing Cards) - continued**

### **Department Director**

- ❑ Request purchasing cards for designated employees
- ❑ Set transaction limits, frequency of use, and vendors
- ❑ Responsible for authorizing charges (or designated representative) – must initial transaction log
- ❑ Ensure compliance with all additional approval requirements prior to purchase (quotes, solicitation, Town Council approval, etc.)
- ❑ Monitor availability of budgeted funds
- ❑ Review receipts, cardholder statement(s) and department transaction log(s)
- ❑ Sign and date transaction log
- ❑ Ensure that approved cardholder statement(s) and department transaction log(s), along with all supporting documentation, are sent to Finance within two (2) days of the end of each week, or partial week, at month end
- ❑ Notify VISA of any disputes and follow dispute procedures
- ❑ Document all disputes
- ❑ Notify Finance Representative of open disputes
- ❑ Collect card from cardholders who end employment
- ❑ Notify and send Purchasing terminated cards
- ❑ At the end of each day, collect all P-cards held by department staff, as necessary
- ❑ Comply with all purchasing and purchasing card policies and procedures

### **Cardholder**

- ❑ Hold and secure purchasing card
- ❑ Request/receive authorization to purchase
- ❑ Order/receive materials and services
- ❑ Ensure sales tax is not charged (self check-out is not to be used)
- ❑ Make sure there are no back-orders
- ❑ Compare receipts with supporting documentation and verify totals are the same
- ❑ Request correct receipt and credit slip (never cash or store credit) if totals do not agree
- ❑ Initial all receipts following verification of accuracy
- ❑ Turn in all receipts and supporting documentation to department representative on a daily basis
- ❑ Immediately notify Finance, cardholder's Director and department representative of lost or stolen card
- ❑ Responsible for all missing documentation
- ❑ Resolve all issues with vendor - notify Purchasing of any unresolved issues
- ❑ Comply with all purchasing and purchasing card policies and procedures

### **Department Representative**

(Individual(s) designated by Director)

- ❑ Ensure completion of transaction log including Department Director authorization (initials)

## **Section III**

## **P-cards (Purchasing Cards) - continued**

- Receive all receipts, supporting documentation and credit slips on a daily basis from cardholders
- Verify there are no sales tax or back orders
- Match purchase authorization with receipt and supporting documentation and verify that all totals agree
- Return all unequal charges to cardholder for correction
- Ensure G/L account number is properly coded and complete
- Sign and date transaction log
- Submit all documentation (weekly spend report and supporting documentation) to Department Director for review and signature
- Send approved cardholder statement(s) and weekly spend report(s), along with all supporting documentation, to Purchasing within two (2) days of the end of each week, or partial week, at month end
- Immediately notify the Department Director and Finance Director of any abuse or misuse of the program by a cardholder, or the failure of a cardholder to comply with applicable policies and procedures
- Comply with all purchasing and purchasing card policies and procedures

#### **Finance Purchasing Representative**

- Receive approved cardholder statements, supporting documentation, and weekly spend report(s)
- Confirm that all department weekly spend reports are complete and are authorized by Department Directors
- Notify departments when approved weekly department documentation is not received on time
- Notify Accounts Payable of disputes
- Initial and forward all approved documents to Accounts Payable staff
- Ensure compliance with all purchasing and purchasing card policies and procedures

#### **Finance/ VISA Account Administrator**

- Coordinate program policy issues
- Initiate and distribute all purchasing cards
- Execute the Purchasing Card Employee User Agreement (original is maintained in HR personnel file and copy is maintained in Purchasing)
- Block commodity codes for purchasing card program
- Initiate training program for all cardholders
- Request issuance and cancellation of cards
- Maintain policy and cardholder guides/manuals

## **Section III**

### **P-cards (Purchasing Cards) - continued**

#### **Finance/ VISA Account Administrator (continued)**

- Evaluate purchasing card feedback from vendors and departments

- Coordinate and maintain internal controls
- Handle billing disputes
- Participate in ongoing program reviews
- Pursue supplier discount opportunities
- Conduct semi-annual inventory of purchasing cards

**Accounts Payable/Finance Department**

- Receive monthly statements from Truist VISA
- Reconcile statements to Town Total Summary
- Verify all documentation received
- Pay all non-disputed monthly charges from consolidated statement
- Process related accounting data
- File and store statements, receipts, etc.
- Monitor missing documentation from Town Total Summary and notify Purchasing
- Notify Purchasing of any violations or discrepancies on the Town Total Summary

**B. POLICIES AND PROCEDURES**

**Assignment and Control of the Purchasing Card**

**Request for and Issuance of Purchasing Card**

A. Purchasing cards will be issued by the Finance Department to individual employee(s) who frequently purchase goods and services of a pre-approved amount.

B. The Purchasing card will have the employee's name, "Town of Eatonville", the Town sales tax exemption number and the expiration date embossed on the face of the card. The purchasing card issuing company will not have individual card holder's information other than their name. No credit records, social security numbers, etc. of the cardholder are maintained.

C. All requests for new cardholders, changes to current cardholders, or changes to authorization must be made in writing by the Department Director to Finance.

D. Each employee designated to receive a purchasing card will be given a copy of this policy and procedure manual, along with training, from Finance staff.

E. When Finance receives a purchasing card from the issuing card company, the cardholder will be required to personally take receipt of the card from Finance and sign the Purchasing Card Employee User Agreement.

**Section III**

**P-cards (Purchasing Cards) - continued**

### **Lost or Stolen Purchasing Cards**

- A. If a purchasing card is lost or stolen, the cardholder must immediately notify Finance, the department Director and department representative.
- B. The cardholder will be responsible for reporting all information necessary to reduce the liability to the Town for a lost or stolen card.
- C. Disciplinary action will be taken in the event that Purchasing is not notified.
- D. The cardholder will make payment to the Town for any unauthorized charges if he/she fails to report the card as lost or stolen. If charges are not repaid, the Town will take disciplinary action, up to and including termination. The Town will also pursue all legal avenues available for collection.

### **Termination or Transfer of Cardholder**

- A. When an employee ends his or her employment or is transferred to another department, the Department Director must immediately notify Purchasing. Purchasing will ensure that the card is canceled.
- B. The Department Director is to collect the card from the employee and send to Finance.

### **Limitations on Use of Purchasing Card**

#### **A. Cardholder Use Only**

Only the employee whose name is embossed on the card may use the purchasing card. No other person is authorized to use the card.

#### **B. Town of Eatonville Purchases Only**

The purchasing card is to be used for Town authorized purchases only. The purchasing card cannot be used for any personal use. Any such use will require immediate reimbursement and will result in disciplinary action, which may include dismissal.

## **Section III**

**P-cards (Purchasing Cards) - continued**

**Limitations on Use of Purchasing Card (continued)**

**Dollar Limitations**

- A. The Department Director approving the issuance of a purchasing card will set limits for each cardholder: transaction amount, frequency, vendor, and commodity as required. All such limits will be reviewed by Finance.
- B. A purchase may be made of multiple items, but the invoice cannot exceed the cardholder's limit.
- C. Declared Emergencies – at the discretion of the Mayor or his/her designee, restrictions on purchase limits and merchant category groups may be revised once an emergency has been declared.

**Other conditions**

- A. All items purchased over-the-counter must be immediately available. No back ordering is allowed.
- B. All items purchased by telephone transaction must be confirmed by fax. A faxed receipt from the vendor initiated by the cardholder will be given to the department representative at time of order.
- C. All items purchased by telephone, fax or internet must be delivered by the vendor within the current billing cycle. The order should not be placed without this assurance. No back ordering between cycle periods is allowed. The Town will not accept charges for items not received.

**Prohibited uses of purchasing cards**

The following types of items may not be purchased with a purchasing card, regardless of dollar amount.

- A. Food or auto fuel for personal vehicle when traveling
- B. Entertainment during travel
- C. Cash Advances

**Section III**

**P-cards (Purchasing Cards) - continued**



### **Prohibited uses of purchasing cards (continued)**

- D. Sport or Recreation Tickets
- E. Personal Items
- F. Telephone Calls
- G. Any additional goods or services specifically restricted by the Department Director or the Finance Department.
- H. Any item that would be an unlawful expenditure in accordance with the Town's Code of Ordinances.

### **Violations**

- A. Purchase of any item, which would be an unlawful expenditure in accordance with the Town's Code of Ordinances adopted policies and procedures.
- B. Attempting to make a purchase that exceeds limit. It is the responsibility of the ordering department to ensure all "extra" charges such as freight, handling, set up, are considered before a purchasing card transaction is made. A vendor's willingness to honor a purchasing card transaction exceeding the limit does not authorize cardholder or department to make such a purchase.
- C. Attempting to make more transactions per day or month than allowed.
- D. Purchases from vendors that create conflicts of interest.
- E. Multiple purchasing card transactions to circumvent the pre-determined limits.
- F. Failure to produce proper documentation receipts, to department representative daily.
- G. Failure to report lost or stolen purchasing card.
- H. Purchasing card transactions referenced as items prohibited for purchase with card.

When purchases are questioned, the Director or designated department representative will be responsible for resolving the issue with the cardholder. If the Director or department representative cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide a credit voucher proving the item(s) were returned for credit. If items cannot be returned, then a payment will be made in cash to the Town by the employee/cardholder.

## **Section III**

### **P-cards (Purchasing Cards) - continued**

The Town reserves the right to take disciplinary action, up to and including termination. The Town may also pursue all legal avenues available for collection. Any abuse or misuse of the purchasing card will result in the privilege being suspended or revoked.

Finance will refer violations and discrepancies to Human Resources for disciplinary or other appropriate action.

### **C. PROCEDURES FOR MAKING AND PAYING FOR PURCHASE**

#### **A. Documentation of Over the Counter Purchases.**

1. When a purchase is made, the cardholder must obtain the customer's copy of the detailed receipt. The cardholder verifies that the receipt and any related documentation are for the same amount. He/she also verifies that no tax has been charged and that discount has been given, if applicable. If the receipt is incorrect the cardholder will request a credit slip (never cash or store credit).
2. The receipt will be initialed following verification of accuracy and copied, to be turned in weekly, along with any supporting documentation, by the cardholder to the department representative for review and reconciliation.

#### **B. Telephone Orders**

1. When placing a telephone order, the cardholder must confirm that the vendor will charge the purchasing card when the item is shipped so that the receipt of the item occurs during the same billing cycle as the charge. The Town will pay for items that have been received. The Town will not pay for items not received within the billing cycle.
2. Ensure that the vendor knows that the Town will not pay tax and is aware of any discounts. If applicable, the vendor will be provided a hard copy of the Town's tax-exemption certificate and/or verbally the certificate number.
3. Absolutely no back-orders will be allowed.
4. Telephone orders will be confirmed by fax. The fax will be initialed and given to Department representative.

## **Section III**

### **P-cards (Purchasing Cards) - continued**

C. Missing Documentation

1. If the cardholder does not have documentation of the transaction, he/she must obtain a copy and if this is not possible, details of the purchase must be attached.
2. The information will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendor's name and explanation as to why there is no supporting documentation. Continued incidents of missing documentation will result in the cancellation of the employee's purchasing card.

**D. DISPUTES**

1. If items purchased with the purchasing card are defective, the cardholder must return the items(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide a credit (never cash or store credit). If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. Any item or amount the Director or the Director's designated representative considers as an inappropriate or incorrect charge and the vendor will not credit will be a disputed item or amount.
2. Director or the Director's designated representative contacts the Merchant about the transaction and supplies the necessary information to begin the resolution process
3. Finance must be notified of all disputed items. All documentation concerning the disputed items will be turned into Purchasing as soon as possible.

Clarification, Questions, Violations – Contact the Town's Finance Department

**Section IV**

**Transfer or Disposal of Surplus and Obsolete Equipment**

In order to dispose of an item that has become surplus or obsolete to the user department, the

Department Director of the user department must send a memorandum to the Finance Director listing the description, condition, serial number and asset tag number of the item being disposed of. The Finance Director will attempt to relocate the item directly to another department in need of such equipment. If no need exists, it may be traded in on new purchase of similar equipment whenever feasible to do so.

Items will be kept at the user department until they can be transferred or disposed of. If the items are damaged or worn beyond repair, after inspection by the Finance Director, the items will be declared to have no further value to the Town and approval will be requested by the Finance Director to the Mayor or his/her designee to dispose of the items.

When equipment is still usable but it has been determined over a period of time that no need exists within the Town Departments and further storage is impractical, surplus equipment may be offered for sale or auction. This will be coordinated by the Finance Director in conformance with competitive conditions, including when necessary, advertising and sealed bids. Permission to sell or auction the item must be obtained from the Town Council if the estimated value of an item is twenty thousand dollars (\$25,001) or greater.

**Section V**

**Owner Direct Purchase Program**

**PURPOSE**

The Town may award a contract for supplies, materials, or equipment when such items were competitively bid by the construction manager as part of the development of a GMP (Guaranteed Maximum Price) construction services agreement and only when such items are being procured by the Town as an Owner Direct Purchase for incorporation into public works construction projects. In such event, the Town shall procure the supplies or materials in accordance with Florida Statutes and regulations related to Owner Direct Purchases by governmental entities.

**SCOPE**

This policy applies to all Contractors, Project Managers, Town departments, and personnel of, including but not limited to, Construction and Facilities Management, Public Works, Utilities, Risk Management and Procurement who use or manage the Owner Direct Purchase Program to procure materials and fixed equipment used in public works construction projects.

**POLICY**

The Town of Eatonville may elect to pursue state sales tax savings for selected materials and fixed equipment purchased as part of a public works construction project. The transactions must follow the guidelines as stated in the F.A.C. Rule 12A-1.094. The Town reserves the right to disallow materials for this program. In order to pursue the sales tax savings, the Owner Direct Purchase Procedure set forth below must be followed. Only assets that are intended to become a permanent part of, or be used in, the resulting project/building may be purchased through this program.

**OVERVIEW**

- 1. Florida Statute Section 212.08(6)  
Florida Statute Section 212.08(6) exempts the Town, as a political subdivision of the State of Florida, or purchase supplies and materials for use in all public works construction projects. from sales tax imposed by Chapter 212 of Florida Statutes. Florida Administrative Code ("F.A.C"), Rule 12A-1.094, Public Works Contracts, governs the taxability of transactions in which contractors manufacture or purchase supplies and materials for use in all public works construction projects.
- 2. Definition  
"Owner Direct Purchase Program": The direct purchase, for the sole purpose of sales tax savings, of material and fixed equipment intended to be used in a project's construction. Said asset is to become a permanent part of, or be used in, the resulting project/building.

**RESPONSIBILITY**

- 1. Department Directors/Finance
  - A. Department Director managing the project will authorize a requisition to begin the purchase order process.
  - B. Finance Director or designee will issue a purchase order and Certificate of Entitlement to the vendor.

**Section V**

## Owner Direct Purchase Program (continued)

### RESPONSIBILITY

- C. Finance Director or designated staff will prepare a Certificate of Entitlement and attach it as back-up to the purchase requisition.
- D. Finance Director or designated staff will notify Risk Management of project details and scope of services to determine if the issuance of insurance is necessary.

### 2. Risk Management

As deemed appropriate, the Town shall purchase and maintain insurance sufficient to protect against loss of, or damage to, Town-furnished materials purchased through the Owner Direct Purchase program.

Such insurance shall be in the amount to cover the full value of any Town-furnished materials between the time the Town first takes title to and possession of any of such Town-furnished materials until the final completion of the Project.

### PROCEDURE

In order to pursue state sales tax savings for selected materials and fixed equipment purchased as part of a construction project, the following procedures shall be followed:

At the Pre-Construction meeting, the designated staff and representatives from respective Town Departments and Finance will review the following information with the Contractor:

1. The Finance Director or designated Town staff representative must inform the Contractor that Owner Direct Purchase requests cannot include taggable assets.
2. The Finance and Department Directors and/or designated staff will review the Owner Direct Purchase Program Instructions, and associated forms, with the Contractor. The Project Manager will also provide a copy of, or link to, the F.A.C. Rule 12A-1.094, which cites Florida's rules regarding tax-exempt sales of tangible personal property to government entities.
3. The Contractor and Subcontractors must follow the Owner Direct Purchase Program Instructions and comply with the F.A.C. Rule 12A-1.094 for all materials and fixed equipment purchased through the Owner Direct Purchase Program.
4. The Owner Direct Purchase process requires that all parties; the Contractor, the Subcontractors, the Project Manager, the Town Department(s), and the Procurement Division complete the required forms and instructions that are listed in Appendix A of this policy (see Attachment 7).
5. By submitting a complete Owner Direct Purchase Packet (the "packet") referenced in Appendix A, the Contractor/Subcontractor acknowledges compliance with F.A.C. Rule 12A1.094 for the materials and fixed equipment being sold to the Town.
6. The Department Director managing the project and the Finance Director are responsible for ensuring all steps in Appendix A are completed.
7. Payment will be issued directly to the supplier for the supplies, materials, and equipment purchased only when the Owner Direct Purchase process has been completed.

## ATTACHMENT 1

## Purchasing Terms and Definitions

The purchasing profession is characterized by various terms and definitions that may not be commonly used by other disciplines. As a reference, the National Institute of Government Purchasers (NIGP) “Dictionary of Purchasing Terms” is the standard being used by the Town of Oakland Park. As used in this manual, the following terms shall mean:

**Addenda:** written or graphic instruments issued prior to the opening of formal solicitations which clarify, correct, or change the response documents or contract documents.

**Advertising:** giving notice in the official local newspaper that sealed responses will be received at a set time and place.

**Alternates:** substitutes offered by vendors that differ materially from the specifications as set forth in the purchasing solicitation.

**Amendment:** a method of substantially changing the terms and conditions of a response or contract beyond what is specifically required by the contract.

**Award:** the acceptance of a bid, offer, or proposal by the proper authority.

**Bidders’ List:** is a current file of vendors who have indicated a desire to supply goods and or services for Town use.

**Bid Closing:** the time and date set for termination of accepting bids.

**Bid Bonds** (also known as proposal bonds): guarantee the responders will not withdraw their bids for a specified time period and will accept a contract, if offered, or will forfeit the bond amount. They may be by cash, a certified or cashier’s check, a surety bond or an irrevocable standby letter of credit

**Brand Name or Equal Specifications:** a specification limited to one or more items by manufacturers’ names or catalog numbers to describe the standard of quality, performance or other salient characteristics needed to meet the Town’s requirements and which provides for the submission of equivalent products.

**Brand Name Specification:** a specification limited to one or more items by manufacturers’ names or catalogs

**Change Order:** a written order amending a purchase order to correct errors, omissions, or discrepancies in purchase orders to cover acceptable overruns and freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, regulatory or market conditions.

**Competitive Bids or Offers:** the solicitation of two or more bids or offers submitted by responsive and qualified bidders or offerors.

### ATTACHMENT 1 (continued)

## Purchasing Terms and Definitions

**Construction:** the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

**Construction Change Order:** is a written order authorized by the proper authority, directing the contractor to make changes, which the changes clause of the construction contract authorizes.

**Consultants Competitive Negotiation Act (CCNA):** is the common name for Section 287.055 of the Florida Statutes concerning the purchasing of Architectural, Engineering (including testing), Landscape Architecture, and Registered Land Surveying and Mapping Services.

**Contract:** all types of binding agreements, including purchase orders, of the Town of Oakland Park, regardless of what they may be called, for the purchasing of supplies and contractual services.

**Contractor:** any person or business entity having a contract with the Town of Oakland Park to perform a service or sell a product (same as vendor).

**Contractual Services:** the rendering of time and effort by a contractor rather than furnishing specific supplies. Contractual services shall not include exempt contractual services as more specifically identified in the Purchasing Ordinance.

**Cooperative Purchasing:** the purchasing conducted by or on behalf of more than one governmental entity.

**Emergency Purchase:** A purchase made to alleviate a situation in which there is a threat to health, welfare, or safety under certain conditions defined as an emergency by the jurisdiction, that does not allow for the normal, competitive purchasing procedures.

**Evaluation Committee:** is a group of persons appointed to rank in preferential order those professional firms or individuals interested in providing services on a particular project.

**Goods:** Supplies or anything purchased or available for purchase, other than real property or services.

**Governmental Agency:** any agency of the Federal, State, or any Local Government.

**Invitation to Bid (ITB):** a written solicitation for competitive, sealed bids with the title, date, and time of the public bid opening designated therein and specifically defining the supplies or contractual services for which bids are sought. The Invitation to Bid shall be used when the Town can establish precise specifications that define the scope of work for which a contractual service is required or that define the actual supplies required.

### ATTACHMENT 1 (continued)

## Purchasing Terms and Definitions



**Letter of Interest (Request for Letter of Interest - LOI):** a method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service.

**Mandatory Bid Amount:** the dollar amount at which the formal bid process is required, unless an exemption is provided in the Ordinance.

**Multiple Award Contracts:** contracts which provide awards to more than one vendor for the same item.

**Non- PO:** An unauthorized commitment by Town staff to procure goods or services without a purchase order.

**Notice of Award:** the written notice by the Town to the apparent successful bidder or offeror stating that upon compliance by the apparent successful bidder or offeror with the conditions precedent to the contract within the time specified, the Town will sign and deliver the contract.

**Obsolete Property:** any personal property belonging to the Town which can no longer be used for its intended purpose, which has completed its useful life cycle, or whose use has become economically impracticable as determined by the Finance Director.

**Personal Property:** all Town owned property other than real estate.

**Professional Services:** any services where the Town is obtaining advice, instruction, or specialized work from an individual specifically qualified in a particular area. Professional service may include a report, or written advice which may be lengthy; however, the main thrust of the service is not considered labor, but the exercise of intellectual ability. The purchasing of professional services does not lend itself to normal competitive bidding and price competition alone. These services may be procured by Letter of Interest or Requests for Proposals and selected through competitive selection and negotiation.

**Proposals (Request for Proposals - RFP):** a written solicitation for sealed proposals with the title, date and hour of public opening designated. A Request for Proposals shall include, but is not limited to, general information, functional or general specifications, statement of work, proposal instructions and evaluation criteria.

**Public Improvements:** Municipal and other public buildings, bridges, tunnels, streets, and sidewalks.

**Finance Director:** the principal purchasing official for the Town who is responsible for purchasing of commodities and contractual services, as well as the management and disposal of commodities. Where Finance Director is used in this document, it may be a designee when assigned.

## ATTACHMENT 1 (continued)

### Purchasing Terms and Definitions

**Purchase Order:** a purchaser's document to formalize a purchase transaction with the vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description, and price of the supplies, services, or construction ordered and applicable terms as to payment, discounts, date of performance, transportation, insurance and other factors or suitable references, pertinent to the purchase and performance by the vendor. The purchase order constitutes a contract between the Town and the vendor and, as such, is a legal document.

**Purchase Order, Open-end:** a purchase order whereby a vendor provides supplies, services, or construction on demand or on a prescribed schedule not to exceed the amount of the purchase order. An open-end purchase order may be used as a release and encumbrance document to authorize the Using Agency to order any predetermined amount from an open-end contract on an as-needed basis.

**Qualifications (Request For Qualifications – RFQ):** An RFQ is a formal invitation from the Town to vendors to submit a statement of qualifications. The RFQ identifies the desired minimum qualifications of the firm, a scope of work statement, any project requirements, and states the relative importance of selection criteria that will be used in compiling the short list of prospective firms for further consideration.

**Quote:** notice by a vendor to the buyer stating the prices, terms, and conditions under which he/she will furnish certain goods or services.

**Responsible Bidder or Responsible Offeror:** a person or business entity having the capability in all respects to fully perform the contract requirements and the experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance.

**Responsive Bidder or Responsive Offeror:** a person who has submitted a bid, which conforms in all material respects to the Invitation to Bid or Request for Proposals.

**Services:** the furnishing of labor, time, and effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements but shall include both professional and general services.

**Specifications:** any description of the physical or functional characteristics or of the nature of a supply, service or construction item that is prepared by the requesting department. It may include a description of any requirement for inspecting, testing, or preparing a supply, service or construction item for delivery. Specifications may also contain provisions for inclusion of factors that will lead to the ultimate calculation of lowest total cost. All specifications shall seek to promote overall economy for the purposes intended, and encourage competition in satisfying the Town's needs and shall not be unduly restrictive.

**Sole Brand:** the only known reasonable brand capable of fulfilling the needs of the Town.

## ATTACHMENT 1 (continued)

### Purchasing Terms and Definitions

**Sole Source:** the only known responsible vendor capable of providing supplies or contractual services to the Town.

**State Contracts:** are annual term contracts released by the State of Florida Department of Management Services Purchasing Division or any other State of Florida Agency (University, College etc.) that may be utilized at the option of local government using agencies.

**Surplus Property:** any personal property belonging to the Town, which is capable of being used but is in excess of the normal operating requirements of the Town.

**User Department:** any department or division of the Town which utilizes any goods, services, or construction procured.

**Vendor:** any person or business entity having a contract with the Town of Oakland Park to perform a service or sell a product (same as contractor).

## ATTACHMENT 2

### Vendor Evaluation Guidelines

#### Responsiveness

Vendors can be determined to be responsive or non-responsive to the solicitation. Vendors are basically responsive to the solicitation if they have provided all the information required as mandatory and have signed the solicitation making the response a bona fide offer. Vendors are basically non-responsive if they have not provided all the required information or have not signed the solicitation.

Depending on the specifications, vendors who meet or exceed the minimum specifications are considered responsive while those that do not meet the required minimum specifications are considered non-responsive.

#### Responsible

A vendor can also be evaluated to determine if they are “responsible” or “not responsible.” A vendor shall be found to be “not responsible” for reasons including, but not limited to the following;

- The vendor has failed to perform in a satisfactory manner under a prior contract with the Town of Eatonville.
- The vendor has shown poor performance based upon comments from previous and current clients, especially those in the governmental sector. The Town reserves the right in all solicitations issued to contact previous vendor clients to determine the satisfaction or dissatisfaction with the work performed.
- A vendor shows a lack of financial resources to assure contract completion on a timely basis.
- A vendor lacks the necessary training and or experience to fulfill the contract requirements with the proper skill level.
- The vendor has inadequate equipment and/or personnel to properly complete all contract requirements in a timely manner.
- The vendor is unable to secure necessary insurance and bonding (if required by the Town).
- The vendor fails to comply with any other factors relating to completion of the contract on a timely basis and in a proper manner as determined by the Town.

**ATTACHMENT 3**

Section VI. Item #6.

**TOWN OF EATONVILLE, FLORIDA  
CHECK REQUEST**

<b>Fund Name:</b>		<b>General Fund</b>				
<b>Fund Number:</b>		<b>001</b>				
<b>Check Payable To:</b>		<b>Mayor or Council</b>				
<b>Mail Payment To:</b>		<b>Mayor or Council</b>				
<b>Address:</b>						
<b>Address:</b>						
<b>City:</b>						
<b>State / Zip Code:</b>						
<b>Telephone Number:</b>						
<b>General Ledger</b>		<b>Description</b>			<b>DEBIT</b>	<b>CREDIT</b>
<b>Account Number:</b>		<b>Purchase Order #</b>	<b>N/A</b>			
		<b>Purchase Order Date:</b>	<b>N/A</b>			
		<b>Invoice #:</b>	<b>N/A</b>			
		<b>Invoice Date:</b>	<b>N/A</b>			
		<b>Due Date:</b>				
		<b>Description of Product/Service:</b>				
	<b>511.511-4000</b>	<b>Candy for Council member to hand out at the</b>			<b>\$277.70</b>	
		<b>Martin Luther King Parade on January XX, 20XX</b>				
			<b>Tax</b>			
			<b>Total Check Amount:</b>		<b>\$277.70</b>	
<b>REQUESTED BY:</b>		<b>Mayor Grant</b>	<b>Department:</b>		<b>Administration</b>	
			<b>Date:</b>			
*Requester must submit all documents and include all information indicated.						
<b>Received by:</b>		<b>Finance - Date:</b>			<b>CAO - Date:</b>	
<b>APPROVED BY:</b>			<b>Date</b>		<b>Check #:</b>	

**ATTACHMENT 4**

**CONFLICT OF INTEREST STATEMENT**

For the purposes of determining any possible conflict of interest, all voting members of the Selection/Evaluation Committee for [*Solicitation # and Name*] must disclose if they have an interest in any of the firms responding to the above solicitation as an owner, Corporate Officer, employee of the business or consultant of the firm. Indicate either “yes” (this Town employee is associated with the firm(s) indicated and in what capacity) or “no”. If yes, give firm(s) name(s) and position(s) held with the firm(s).

**YES** \_\_\_\_\_

**NO** \_\_\_\_\_

Firm name(s) and position(s) held: \_\_\_\_\_

\_\_\_\_\_  
Signature of Committee Member

\_\_\_\_\_  
Date

(Note: if answer is “yes”, you must file a statement with the Supervisor of Elections, pursuant to Florida State Statutes 112.313)

## ATTACHMENT 5

### Agreement to Accept the Visa Purchasing Card

Your participation in the Purchasing card Program is a convenience that carries responsibilities along with it. Although the card is issued in your name, it is Town property and should be used with good judgement. Your signature below verifies that you understand the Purchasing card Program guidelines outlined below and agree to comply with them.

- The Purchasing card is provided to employees based on their need to purchase *Town-related* goods and services. A card may be revoked at any time. The card is not an entitlement nor reflective of title or position.
- The card is for *Town-related* purchases only; personal charges are not to be made on the card.
- Each purchase must be approved as dictated by Town Ordinance and purchasing procedure, prior to purchase.
- Making multiple transactions to circumvent purchase limits is not allowed.
- You are the only person entitled to use the card and are accountable for all charges made against the card.
- Improper use of the card can be considered misappropriation of Town funds that may result in disciplinary action, up to and including termination.
- Cardholders must comply with internal control procedures in order to protect Town assets. This includes keeping receipts, reconciling all Purchasing card transactions and following proper card security measures. No purchase should be made without obtaining a receipt.
- Cardholders will be responsible for resolving any discrepancies by contacting the supplier or the bank.
- All Town purchases are exempt from sales tax. The sales tax exemption number is printed on the front of the card. If tax is charged, the employee is responsible for either obtaining a credit or personally reimbursing the Town for any sales tax charged,
- A lost or stolen card should be reported immediately by telephone to the employees' Director, department representative and to the Finance Department at 407-623-8905.
- A cardholder must surrender his or her card upon termination of employment (i.e. retirement or voluntary/involuntary termination). At this point, no further use is authorized.

In return for the purchasing authority delegated and in consideration of the responsibility to properly steward public resources, the Cardholder agrees to undertake the following responsibilities:

- To purchase ethically, fairly and without conflict of interest, to seek the best value in the use of the card.
- To avoid being charged sales tax.
- To ensure that transaction documents are obtained, signed and submitted to the Department Representative on a daily basis. The Cardholder understands that use of the Pcard may be audited, and the Cardholder shall assist reviewers and auditors in examining transactions of the cardholder.
- To comply with the terms and conditions of this agreement and any Purchasing Policy or Procedure which may be subsequently issued.
- To protect and safeguard the Purchasing Card.

## ATTACHMENT 5

### Agreement to Accept the Visa Purchasing Card (continued)

The undersigned party agrees that if he/she willfully violates the terms of this agreement or is negligent in the use of the Pcard, the Cardholder will be subject to disciplinary action and will reimburse the Town for all incurred charges and any fees related to the collection of those charges.

Purchasing cards are issued to an individual only at the discretion of the Mayor or his/her designee or Department Director. It is understood that the Town may cancel the Cardholders privilege to use the card at any time.

\_\_\_\_\_  
Cardholder Signature                      Cardholder Printed Name                      Date



ATTACHMENT 6

APPENDIX A



# OWNER DIRECT PURCHASE FORMS PACKET

**INCLUDES:**

- Program Instructions/Checklist (2 pages)
- Invoice Summary Form
- Purchase Order Request Form
- Vendor Information Sheet



Town of Eatonville

**OWNER DIRECT PURCHASE - PROGRAM INSTRUCTIONS/CHECKLIST**  
(Page 1 of 2)

**PROJECT DESCRIPTION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following steps identify actions that the Contractor, Subcontractor, Vendor, and the Town of Eatonville must follow. Use these instructions as a checklist.

1. Subcontractor and Vendor must complete their sections of the **Owner Direct Purchase Packet** and submit the **Packet** to Contractor for further processing. The Town of Eatonville will not be held responsible for construction delays due to the incomplete submission of this packet.

**OWNER DIRECT PURCHASE PACKET:** Subcontractor and Vendor must complete their sections of the following four documents:

**Purchase Order Request Form**

- Contractor must complete this form and sign it with an original signature.
- For tracking purposes, Contractor must assign a number to each Purchase Order Request and enter the number in the space provided at the top of the form.

**Vendor Information Sheet**

- Subcontractor must submit this information sheet to the Vendor.
- Vendor must complete this information sheet and return it to Subcontractor.

**W-9 Form (IRS)**

- Vendor must complete all pages of the W-9 form and return it to Subcontractor. The W-9 form can be found on the Internal Revenue Service website, [www.irs.gov](http://www.irs.gov).

**Vendor Proposal**

- Vendor will submit a proposal to Subcontractor that includes all costs, including taxes.
- Vendor will ensure all items are listed and/or described separately.
- Contractor will submit the Owner Direct Purchase Packet (all four documents) to the Town's
- Finance Director.

2. The Town's Finance Director and/or designee will review and approve the items.
3. The Town Department managing the project will initiate a purchase requisition in Edmunds and attach a copy of the Direct Owner Purchase Packet (4 documents listed above) and the Certificate of Entitlement.

Town of Eatonville

**OWNER DIRECT PURCHASE - PROGRAM INSTRUCTIONS/CHECKLIST**  
(Page 2 of 2)

**PROJECT DESCRIPTION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4. Upon approval, the Finance Department will issue a purchase order and Certificate of Entitlement to the vendor.
- 5. Contractor will be responsible for maintaining an Owner Direct Purchase Order Log.
- 6. Upon delivery of the Owner Direct Purchase materials or equipment, Contractor, Subcontractor, and Town’s staff will review the type, quality, and condition of the items and verify the items match those listed on the Purchase Order.
- 7. Invoices:
  - Vendor will submit the invoice(s) to Subcontractor.
  - Subcontractor will complete an Invoice Summary Form for **EACH** purchase order and submit it, along with the invoice(s) and packaging slip(s), to Contractor.
  - Contractor will verify that each invoice and packaging slip is correct by signing the face of the invoice. Contractor will notate the Purchase Order Number on the invoice. Contractor will sign and submit the Invoice Summary Form and corresponding invoice(s) to Town Department managing the project.
  - Town Department managing the project will log and stamp the invoices and the Invoice Summary Form as they are received, obtain appropriate signatures, and forward the approved invoice with associated documentation to Town’s Finance Department for processing.
- 8. Town’s Finance Department will mail the check to the vendor.
- 9. Contractor will prepare a deductive change order on the next payment application for invoices paid during that period. The deductive change order amount must include the sales tax.



Town of Eatonville

**OWNER DIRECT PURCHASE - INVOICE SUMMARY FORM**

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

Town of Eatonville  
 307 E. Kennedy Blvd.  
 Eatonville, FL 32751

Attn: \_\_\_\_\_

**PROJECT DESCRIPTION:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The vendor named below supplied materials and/or fixed equipment to the subcontractor named below, for the above-referenced project, on the following invoices:

- Vendor Name: \_\_\_\_\_
- Type of Materials/Fixed Equipment: \_\_\_\_\_
- Subcontractor Name: \_\_\_\_\_

Invoice Number	Invoice Date	Invoice Amount
<b>Total:</b>		<b>\$</b>

Attach additional sheets, if necessary.

**Contractor:**  
 Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Town Department:**  
 Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_



Town of Eatonville

**OWNER DIRECT PURCHASE – PURCHASE ORDER REQUEST FORM**

**CONTRACTOR’S PURCHASE ORDER REQUEST NUMBER:** \_\_\_\_\_

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

Town of Eatonville  
307 E. Kennedy Blvd.  
Eatonville, FL 32751

Attn: \_\_\_\_\_

**PROJECT DESCRIPTION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please issue an Owner Direct Purchase Order to the vendor named below that is providing materials and/or fixed equipment for the above-referenced project to the subcontractor named below.

- Vendor Name: \_\_\_\_\_
- Type of Materials/Fixed Equipment: \_\_\_\_\_
- Subcontractor Name: \_\_\_\_\_
- The Owner Direct Purchase Order will be issued in the aggregate amount of \$ \_\_\_\_\_, which is the total amount before sales tax.
- Total Sales Tax Saved on this Purchase: \$ \_\_\_\_\_

**Contractor Information:**

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor Phone: \_\_\_\_\_ Contractor Email: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Contractor Title: \_\_\_\_\_

**Town Department:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_



Town of Eatonville

**OWNER DIRECT PURCHASE – VENDOR INFORMATION SHEET**

**PROJECT DESCRIPTION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide information for the vendor that will be providing the materials and/or fixed equipment to the subcontractor named below for the above-referenced project.

- Vendor Name: \_\_\_\_\_
- Federal Employer Identification No.: \_\_\_\_\_ (attach vendor’s completed W-9 form)
- Contact Person: \_\_\_\_\_
- Type of materials/fixed equipment: \_\_\_\_\_
- Telephone No.: \_\_\_\_\_
- Mailing Address: \_\_\_\_\_
- Email: \_\_\_\_\_
- Subcontractor Name: \_\_\_\_\_



**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**TOWN COUNCIL MEETING**  
**NOVEMBER 07, 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 moving forward with the HostDime project allocating funds for reimbursement of Utilities and Right-of-Way infrastructure improvement. (**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>• HostDime Agreement</li> <li>• UPS Development Funds</li> </ul>
<b>CONSENT AGENDA</b>		
<b>COUNCIL DECISION</b>	YES	
<b>ADMINISTRATIVE</b>		

**REQUEST:** To approve moving forward with the HostDime project allocating funds for the reimbursement for utilities and right-of-way infrastructure improvements.

**SUMMARY:** In 2015, the Town Council unanimously voted on and made a commitment to allocate funds for the infrastructure of the HostDime project, which has since been built. As a senior member on the Council and someone who participated in the voting process for this project, I believe it is crucial that we honor our obligation and commitment to this project.

The HostDime project has now grown to a value exceeding \$58 million and is expected to generate substantial ad valorem taxes for our town. It is important that we follow through on our commitment to ensure the success of this project; and the benefits it will bring to our community.

The Town Attorney and TOECRA Attorney have review and are still working on Town’s best course of action with moving forward. This document provides further support for our decision to move forward with the HostDime project.

**RECOMMENDATION:** Recommend Town Council approve moving forward with the HostDime project allocating funds for the infrastructure from UP Development

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

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:  
Truong Nguyen  
GrayRobinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, FL 32801

**DEVELOPMENT AGREEMENT**

**This Development Agreement** (the “Agreement”) is entered into on the Effective Date by **HostDime.com, Inc.**, a Florida corporation (the “Owner”), and the **Town of Eatonville, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”).

**Whereas**, the Town is the contract buyer of approximately 99.241 acres of land located on Wymore Road in the Town of Eatonville, Florida (the “Master Parcel”), from the School Board of Orange County, Florida (“OCPS”) as set forth in that certain Agreement for Sale and Purchase dated July 1, 2010 by and between the Town and OCPS, as amended from time to time (the “Hungerford Contract”).

**Whereas**, the Owner contracted with the Town to purchase five acres of the Master Parcel more particularly described and depicted on **Attachment A** hereto (the “Property”).

**Whereas**, the Owner plans to consolidate its employees into a 85,000 square foot state-of-the-art corporate headquarters to be constructed on the Property (the “Project”).

**Whereas**, the Town and the Owner now desire to set forth the entitlements, terms, conditions, requirements, and restrictions negotiated by the parties as part of the Project.

**Now, therefore**, the Town and the Owner agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Development of the Property.** The Owner is entitled to develop the Project on the Property in accordance with all of the following:

a. Development of the Property shall be controlled by the terms of this Agreement and, to the extent not expressly in conflict with this Agreement, the Town of Eatonville’s Comprehensive Plan, the Town of Eatonville Development Code (the “Development Code”), and the Town of Eatonville Code of Ordinances.

b. Development of the Property shall be controlled by the zoning and the Site Plan to be approved for the Property by the Town’s Planning Board and the Town Council.

3. **Development-Related Conditions of Approval.** Development of the Project may be undertaken on the Property only in compliance with the following conditions, requirements, and restrictions:



a. **Site Plan.** The site plan for the Project (the “**Site Plan**”) shall be prepared for review and approval by the Town’s Planning Board and Town Council, as required by the Development Code. The Town agrees to expedite the review of the Site Plan and other permits. Notwithstanding any part of the Site Plan to the contrary, the Project shall be subject to, and the Site Plan shall reflect, the following conditions, requirements, and restrictions:

(i) Septic systems, on-site package-treatment plants, and potable-water wells are not allowed. Potable water and sanitary sewer service must be obtained from the Town. The Owner shall design and construct the infrastructure (pipes, equipment and all other necessary improvements) to connect the Project to the Town’s potable water and sanitary sewer service lines. The Town shall reimburse the Owner up to \$200,000.00 (“Town Contribution”) of verifiable third party costs and expenses incurred by the Owner in connection with the design and construction of such potable water and sanitary sewer infrastructure (“Utility Improvements”). Any Town Contribution not used to reimburse Owner for Utility Improvements shall be used to reimburse Owner for the Entrance Road below. The Owner shall coordinate with the Town to connect such potable water and sanitary sewer infrastructure to the Town’s existing facilities providing such services.

(ii) Detailed plans for landscaping and tree retention/removal shall be submitted as part of the Site Plan, including the landscape buffer along the perimeter of the site. This can be shown with typical planting detail or notes.

(iii) Sidewalks shall be shown on the plan, including a sidewalk along the parcel’s frontage on Wymore Road.

(iv) Building height shall not exceed 110 feet.

(v) The roadway into the Owner’s entrance (“Entrance Road”), as shown on the Site Plan, will be constructed by the Owner. The Owner shall also pay for any improvements to Wymore Road required in connection with the construction of the Entrance Road. The Town shall cause OCPS to dedicate the Entrance Road to the Town for the use and benefit of the public. The Town and the Owner agree to name of the Entrance Road, “Innovation Place”. The Owner will have the right to choose to use an address of Wymore Road or Innovation Place, Eatonville, Florida. To the extent that the Entrance Road costs more than the Town Contribution, the Master Developer will reimburse Owner up to fifty percent (50%) for the cost of construction of the Entrance Road.

4. **Construction-Related Conditions of Approval.** The following requirements and restrictions shall apply to construction activity on the Property:

a. **Construction Hours and Deliveries.** Construction activity may occur only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, unless approved otherwise expressly and in writing by the Town’s Chief Administrative Officer. Deliveries of construction materials and equipment may occur only during those same hours.

b. **Stormwater Retention During Construction.** The Owner shall take such steps as are necessary or useful to ensure that, at all times during construction, all stormwater from rainfall, up to at least one inch per storm, is retained within the boundaries of the Property and not discharged offsite.

c. **Construction-Site Security.** The Owner shall secure the Property throughout the construction period to prevent trespass, theft, bodily injury, and other undesirable occurrences. If, after consultation with the Town’s Chief of Police, the Town’s Chief Administrative Officer reasonably determines that additional security is needed, the Owner will provide it.

d. **Enforcement.** Material violations of the requirements and restrictions of this Section 4, as determined in the reasonable judgment of the Town Administrative Officer, may result in the issuance by the Chief Administrative Officer of a stop-work order. Upon such issuance, the Owner shall halt all construction immediately and correct the violation. Construction may be resumed only upon written notification to the Owner from the Chief Administrative Officer that the violation has been corrected, and the Chief Administrative Officer shall issue such notice immediately upon correction thereof. The Town shall have such other remedies (other than an action for damages) as allowed by law and equity to enforce the provisions of this Section 4, including (but not limited to) withholding building permits and certificates of occupancy.

5. **Master Developer.** Shortly after the conveyance of the Property to the Owner, the Town expects and intends to sell the remaining Master Parcel to a yet-to-be-identified master developer (the “**Master Developer**”). As part of the consideration from the Owner in return for the Town selling the Property separately from the Master Parcel, the Owner agrees to the following:

a. The Owner and its successors in interest shall be part of the property owners’ association for the Master Parcel, if and when one is formed by the Master Developer, so long as the Owner’s membership rights and duties are the same as other similarly situated property owners in the association. The Owner will have the right to review the property owners’ association documents for the Master Parcel and provide comments prior to adoption.

b. The Owner will contribute to the cost of operation and maintenance of the master stormwater system in the same manner as owners of other properties drained by the system.

6. **Intentionally Omitted.**

7. **Notices.**

a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized

overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to subsection 7.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Section 7.c.

b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 7.

**As to Owner:** HostDime.com, Inc.  
2603 Challenger Tech Court, Suite 140  
Orlando, Florida 32826  
Attention: Manny Vivar

With a copy to: Lowndes, Drosdick, Doster Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801  
Attention: M. Rebecca Wilson

**As to Town:** Town of Eatonville  
307 E. Kennedy Boulevard  
Eatonville, FL 32751  
Attention: Roger Dixon, Chief Administrative Officer

With a copy to: GrayRobinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, FL 32801  
Attention: Truong M. Nguyen

c. Subject to Section 7.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:

(i) if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and

(ii) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.

d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day

that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

8. **Project Completion/Forced Sale.** Provided that the Town complies with its duties and obligations under this Agreement, the Owner shall be required to complete construction of the Project, receive a final certificate of occupancy for the Project and commence operations at the Project (collectively, the “**Project Start Conditions**”) by June 30, 2019 (the “**Operations Start Date**”). Should the Owner fail to satisfy the Project Start Conditions by the Operations Start Date, but has commenced substantial work on the Project construction, the Operations Start Date shall be extended to June 30, 2020. In the event Owner fails to meet the Project Start Conditions prior to the expiration of the Operations Start Date (including any extension thereof), the Town shall have the right to commence marketing the Property and any then existing Project improvements (the “**Incomplete Project**”) for sale to any potential buyer of the Incomplete Project (the “**Forced Sale Option**”). The Town may exercise the Forced Sale Option by providing notice the Owner setting forth, with specificity, the Owner’s failure to satisfy the Project Start Conditions and the Town’s intent to market the Incomplete Project for sale. Until such time as the Town is able to (i) procure a buyer for the Incomplete Project (the “**Project Buyer**”) and (ii) produce a final executed purchase and sale contract for the Incomplete Project with such Project Buyer (condition (i) and (ii), collectively, (the “**Forced Sale Conditions**”), the Owner shall have right to satisfy the Project Start Conditions, in which event, the Forced Sale Option shall expire and have not force or effect (the “**Option Expiration**”), except that the Owner shall reimburse the Town for all reasonable costs incurred by the Town in marketing and contracting for the sale of the Incomplete Project, including but not limited to legal counsel fees and costs. Should the Town satisfy the Forced Sale Conditions prior to any Option Expiration, the Owner shall be obligated to transfer and convey the Incomplete Project to the Project Buyer upon the following terms (each, a “**Sale Covenant**”):

(a) Title shall be conveyed to the Project Buyer by special warranty deed and quit claim bill of sale in the forms attached as Attachments B and C respectively.

(b) Closing shall take place no later than 30 days after the Town satisfies the Forced Sale Conditions (the “**Project Closing Date**”). Prior to such closing, the Project Buyer and the Town shall have access to the Property and the Incomplete Project, during normal business hours to inspect and perform such reasonable and standard tests and assessments as are typically performed on commercial property such as the Property and the Incomplete Project in connection with the sale of such property. The Owner shall provide the Town with a copy of all of the following documents: all Project surveys, engineering and construction plans, renderings and sketches, all agreements with any general contractor, subcontractor, architect or engineer, insurance policies on the Project, any construction payment or performance bond, any lease, sublease or license agreement for any part of the Project.

5/25/2016

(c) The Project Buyer shall pay for all standard closing costs, including recording fees, title insurance premiums and documentary stamp tax on the special warranty deed. The Owner shall pay for the fees the costs of its legal counsel.

(d) Purchase sale price shall equal the aggregate of the Owner's verifiable costs to purchase the Property and construct the Incomplete Project, pro-rated for real property taxes to the date of closing (the "Sales Proceeds").

(e) Sales Proceeds, shall be applied and disbursed as follows to the extent of available Sales Proceeds: first to pay off any monetary lien encumbering Property, second to pay off or pay down any Project Indebtedness and last to the Owner. "Project Indebtedness" shall mean any debt held by a third party lender, entered into at arm's length terms in order to provide construction financing for the Project, and secured by a first mortgage on the Property. The Town and the Owner hereby subordinates this Agreement to the lien of mortgage securing any Project Indebtedness.

(f) Should the Project Buyer fail to close on the purchase of the Property and the Incomplete Project by the Project Closing Date for any reason other than the Owner's failure to comply with any Sale Covenant applicable to the Owner, the Forced Sale Option shall expire and have not force or effect and the Town shall reimburse the Owner for all reasonable costs incurred by the Owner in complying with any Sale Covenant applicable to the Owner, including but not limited to legal counsel fees and costs.

9. **Force Majeure.** Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to fire, flood, or other natural disaster, war or other national emergency, embargo, riot, strike, the intervention of any governmental authority, or other causes beyond the reasonable control of the parties (but specifically excluding therefrom general economic conditions or the economy in general as a cause), provided, however, that the party so delayed promptly notifies the other party of such delay.

10. **Sovereign Immunity.** Nothing contained in this Agreement nor in any instruments or documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Town of its sovereign immunity under the Constitution and laws of the State of Florida.

11. **Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by the Owner or the Town, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the Town, or the Owner, as the case may be, shall have the right to pursue the remedies set forth in Section 13.f. hereof.

12. **Amendments and Waivers.** This Agreement may be amended only by express written instrument executed by both the Owner and the Town, and the execution by the Town shall be valid and binding against the Town only if expressly approved by its Town Council at a legally valid meeting thereof. Waivers of material requirements, restrictions, and conditions

imposed hereunder shall be valid and binding against the Town only if expressly approved by its Town Council at a meeting thereof.

13. **Miscellaneous.**

a. **Consultant Fees.** The Owner in accordance with the Development Code shall reimburse the Town for its reasonable fees paid to consultants hired by the Town to review development plans, Site Plan and permit applications.

b. **Covenants Running with the Land.** This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties and shall be a covenant running with the Property. Also, Owner covenants, on behalf of itself and its successors and assigns, that from the date of this Agreement until the 99<sup>th</sup> anniversary of the date on which the Property was conveyed by the Town to the Owner, the Owner shall not seek or support or otherwise apply, petition, or sue for de-annexation of the Property from the boundaries of the Town. Any such application, petition, or suit for de-annexation by the Owner (or its successors or assigns) shall be void and subject to denial or dismissal with prejudice. This covenant shall survive termination of this Development Agreement.

c. **Recordation of Agreement.** This Agreement shall be recorded in the Official Records of Orange County, Florida, at the expense of the Owner, within ten business days after the Effective Date of this Agreement (as defined below).

d. **Applicable Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida. Venue for a proceeding in connection with this Agreement shall be the Ninth Judicial Circuit of Florida, in Orange County, Florida.

e. **Further Documentation.** Following a request therefor by a party, the other party shall execute and deliver such documents and instruments, in form and substance reasonably requested, as may be necessary to confirm the obligations of the party and to evidence the consummation of the transactions contemplated hereby.

f. **Limitation on Remedies.** In judicial proceedings, the Town and the Owner shall have the right to enforce the terms and conditions of this Agreement only by an action for specific performance or injunctive relief. Each party expressly waives its right, if any, to seek damages of any type in actions arising from or connected to this Agreement, the Project, and the Contract. Notwithstanding the foregoing, the parties may use self-help remedies such as withholding performance of obligations hereunder while the other party is in breach hereof, withholding permits and approvals (including certificates of occupancy), etc.

In witness whereof, the Owner and the Town have caused this Agreement to be executed by their respective, duly authorized representatives as set forth below, and the Effective Date is the last date on which this Agreement is executed by all parties.

**TOWN OF EATONVILLE, FLORIDA**  
By: its Town Council

5/25/2016

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Cathlene Williams, Town Clerk

STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by \_\_\_\_\_, \_\_\_\_\_ of the Town of Eatonville, Florida, known to me to be the person described in and who executed the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 2016. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Witnesses:

**HOSTDIME.COM, INC.**, a Florida corporation

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by \_\_\_\_\_, President of **HostDime.com, Inc.**, known to me to be the person described in and who executed the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 2015. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Attachment A**  
**to the**  
**Development Agreement**

---

**Legal Description and Sketch**  
**of the**  
**“Property”**

Attachment B

**THIS INSTRUMENT PREPARED BY:**

*Truong Nguyen, Esquire  
GrayRobinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, Florida 332801  
Telephone: 407/244-5687*

**RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tax Parcel No.:** [\_\_\_\_\_]

**NOTE TO RECORDER: Documentary Stamp Taxes in the amount of \$[\_\_\_\_\_] on consideration in the amount of \$[\_\_\_\_\_] are being paid in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.**

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_ between [Seller] ("Grantor"), whose mailing address is \_\_\_\_\_, and [Buyer] ("Grantee"), whose mailing address is \_\_\_\_\_. Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed and by these presents does grant, bargain, sell, and convey unto Grantee that certain tract(s) or parcel(s) of land located in Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Land"), together with all improvements, rights, benefits, privileges, easements, tenements, and appurtenances thereon or pertaining thereto (the Land, together with such improvements, rights, benefits, privileges, easements, tenements, and appurtenances being hereinafter referred to collectively as the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject only to real estate taxes for calendar year \_\_\_\_\_ and all subsequent calendar years; and matters of record, the reference to which shall not act to reimpose the same.

TO HAVE AND TO HOLD the Property unto Grantee, his successors and assigns in fee simple forever, and Grantor hereby binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, his successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESSES:

[Seller]

Print Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, for the \_\_\_\_\_. He/She is ( ) personally known to me or ( ) has produced a \_\_\_\_\_ driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*(Affix Notary Seal)*

**Attachment C**

FORM OF BILL OF SALE

**QUIT-CLAIM BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS:

THAT [Seller], whose address is \_\_\_\_\_ (hereinafter referred to as "Transferor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid by [Buyer], whose address is \_\_\_\_\_ (hereinafter referred to as "Transferee"), the sufficiency and receipt of which is hereby acknowledged, has granted, transferred and delivered, and by these presents does grant, transfer and deliver unto the Transferee, its successors and assigns, all of its right, title and interest in and to such of the items, goods, chattels and equipment, which are presently existing and located on the real property legally described in Exhibit "A", attached hereto and incorporated herein, AND WITHOUT WARRANTY OF TITLE, FITNESS OR MERCHANTABILITY.

TO HAVE AND TO HOLD the same unto the Transferee, its successors and assigns forever.

IN WITNESS WHEREOF, the Transferor has caused these presents to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered  
in our presence:

Witnesses:

[Seller]

\_\_\_\_\_

Printed Name

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

Printed Name

**THE MOSLEY LAW FIRM, INC**

TELEPHONE: 407-649-7111  
812 N. Thornton Avenue,  
Orlando, Florida 32801

EMAIL: [dfmosleylaw@gmail.com](mailto:dfmosleylaw@gmail.com)

December 21, 2020

Eddie Cole  
Mayor of Town of Eatonville  
37 E. Kennedy Blvd.  
Orlando, Florida 3251

**Re: \$200,000.00 Agreement with Host Dime**

Dear Mayor and Members of the Town Council:

I took time today to review the situation with the Host Dime matter because I was noticed on a letter concerning Host Dime and an obligation on the part of the Town of Eatonville to make a \$200,000.00 contribution to the development of the Host Dime building in Eatonville, Florida. I reviewed several documents that was at first confusing and conflicting with the initial documents generated in year 2016. In the year of 2016, it was clear that the Town of Eatonville would contribute \$200,000.00 to the Host Dime project, because it recognized the building, when completed, would generate tax revenues to the Town of Eatonville in excess of \$150,000.00 per year. It seemed at that time beneficial and a strategic partnership for the citizens of Eatonville. It appears all parties were on the same page and agreed to mutual terms that was reviewed by lawyers and all decision makers.

On August 20, 2019, it appears that the sentiment began to change when reading the minutes produced from the August 20, 2019 meeting, Section VIII of the minutes in particular. Resolution 2019-16, presented by Mike Johnson, the Director of the Community Redevelopment Agency, reasoned that funding allocated to a project that had not been completed in three years, had to be re-appropriated to the Community Redevelopment Agency's budget. No law was cited in the minutes to support that conclusion and it appears no one argued otherwise. However, when you listen to the recorded version of that August 20, 2019 meeting a lot more was said. It appears that the Town Council, led by the comments of Marilyn Sconions, that it was the intent of the Town Council to have that money re-appropriated to the Community Redevelopment Agency only to meet the requirements of the law, but it was clear from Marilyn Sconions, Theodore Washington and Mayor Cole that the money was to re-allocated to the Host Dime project. I encourage all concerned to listen to the recording. There was a vote on the Resolution and it passed. The Town Council voted to re- appropriate the\$200,000.00 to the Community Redevelopment Agency. At this point, I cannot determine if there was an orataneous amendment to Resolution 2019-16, which indicated the concerns articulated by Marilyn Sconions, Theodore Washington and Mayor Eddie Cole.

It is also important to note that an extension was granted to Host Dime by the Town Planner on October 28, 2017 for three years, which would mean the agreement did not expire before August 2019, but rather was in full force and effect until October 2020. Then, in 2020 the lack of progress may be

Page 2

attributable to the pandemic, basically the world stopped and because of force majeure, many courts would grant an extension under the present circumstances.

I then read a communications letter drafted seemingly by the attorney who represented the Community Redevelopment Agency, Greg Jackson. That communications was drafted and emailed on October 9, 2019 and it stated in summary form, that the initial designation of Community Redevelopment Agency funds were use restricted by Florida Statute. It cited Florida Statute 163, Part III. I believe the attorney was referring to 163.370 (3), which states, The following projects may not be paid for or financed by increment revenues: I came to the conclusion that Attorney Jackson was most likely referring to Florida Statute 163.370 (3) (b). Which reads, Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project scheduled or plan of the governing body which approve the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of the governing body and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.

It is my interpretation of this section to mean that if there was a Capital Improvement Plan that included Host Dime previous to the Community Redevelopment Plan to provide the \$200,000.00 to Host Dime, then the contribution would be statutorily restricted. Here, I do not find that any such Capital Improvement Plan existed previous to the pledge by the Town Council to Host Dime that included Host Dime. The Capital Improvement Plan came about after the commitment to Host Dime and therefore does not statutorily bar the Community Redevelopment Agency from honoring an agreement previously made. Subsequent acts don't generally vitiate previous contractual agreements, especially when one partially performs and or rely on your promise. Matters are compounded, because Host Dime has started work on the project and has relied on the Town's promise and agreement to initiate work. There is no indication that anyone in the appropriate official capacity communicated to Host Dime, prior to work initiation that the Town of Eatonville was no longer going to honor the \$200,000.00 pledge.

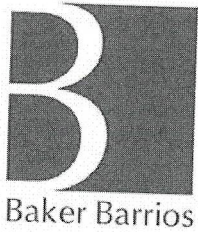
It is important to understand and recognize that if this matter should end up in litigation, not only will the courts question why we don't understand the value of the agreement and its benefit, but the cost for breaching such agreement could be enormous. If delays are caused because of a breach attributable to the city, those delays could cost as much as \$2,500.00 a day. Those cost are passed on to the Town of Eatonville as damages in a lawsuit. The typical damages are compensatory, special damages, and loss of profits. It is true generally to get attorney's fees it has to be included in the contractual arrangement. I have not read anything that indicates that attorney's fees in case of a breach would be the town's responsibility.

In short, I encourage the Town Council to resolve this issue post haste. I think the risk of breaching the agreement and having to pay damages is real.

Respectfully,

/s/Dean F. Mosley

Dean F. Mosley, Esq.  
Attorney for Town of Eatonville



October 01, 2014

HostDime Premier Global Data Centers – Eatonville, FL

HostDime Premier Global Data Centers is planning a new +/- 74,000 square foot office and data center building. HostDime has outgrown their current facility located in Eatonville. The new site is 2.18 AC located in Eatonville, Florida just north of the Mini Dealership of Orlando on S Lake Destiny Road fronting the west side of I-4. The project will be a Class A level building with surface parking for 80 cars. The company will employ around 200 hundred people in 3 shifts per day seven days a week 365 days a year. The building will be an iconic design seen from I-4. The project consist of on the first floor a grand lobby and covered porte cochere as well as a loading dock, meeting rooms and state of the art data facility. Floors 2 and 3 are a Tier III or IV data center complex with primary and secondary power and data systems duct banks. Floors 4 thru 7 will be the support areas for the data center. Floors 4 and 5 will be class A open floor plan office space. Floor 6 will be the employee amenities which will house Cafeteria, Coffee Lounge, Recreational Sport Court, Fitness Room and Cafeteria. Floor 7 will be the training room and large conference area with an outdoor terrace with views north and south and east towards downtown Eatonville. The building is modern and hi tech in its outward appearance. Cladded with glass and metal panels featuring the Sport Court which cantilevers out of the building on floor 6. HostDime is proud of their current facility and excited to be a part of Eatonville and to create job opportunities for the city.

ORLANDO

189 S. ORANGE AVE.

SUITE 1700

ORLANDO, FLORIDA

32801

407.926.3000

ADDRESS (1) (COMMERCIAL)

COMMERCIAL

CORPORATE

EDUCATION

ENTERTAINMENT

HEALTHCARE

HOSPITALITY

INDUSTRIAL

MIXED-USE

RESIDENTIAL

RETAIL

SPORTS & RECREATION

ARCHITECTURE + INTERIOR DESIGN + PLANNING + LANDSCAPE ARCHITECTURE  
STRUCTURAL ENGINEERING + BRAND STRATEGY + COMMUNICATIONS  
BAKERBARRIOS.COM





# TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL

### REGULAR MEETING

**DECEMBER 15, 2015**

**Item:G**

Town Council Action

I. Proclamations, Awards, and Presentations		<b>Department:</b> Administration
II. Informational		
III. Public Hearing	<input type="checkbox"/>	<b>Exhibits:</b> Purchase and Sale Agreement for Commercial Land, Resolution #2015-28
VI. Consent Agenda	<input checked="" type="checkbox"/>	
V. Legislative	<input type="checkbox"/>	
VII. Administrative	<input type="checkbox"/>	
	<input type="checkbox"/>	

**REQUEST:** Staff requests the Town Council approves the purchase and sale agreement for commercial land located on the Orange County School Board Property; Hungerford and from the Orange County School Board to HostDime.Com, Inc., and approve Resolution #2015-28

**SUMMARY:** The Orange County Public School; (Seller) and the Town of Eatonville; (Buyer) entered into an Agreement for sale and purchase July 1, 2010, for the "Wymore Road Tract" consisting of approximately 99.241 acres more or less, and the "Keller Road Tract" consisting of approximately 17.65 acres more or less; {collectively referred to the "School Board Property"}. On December 8, 2015, the Orange County Public Schools Board approved a third amendment to the agreement for sale and purchase between the Town of Eatonville. The amendment allows the Town of Eatonville to sell 5 acres of the 99.241 acres to HostDime.Com, Inc. to build an 85,000 square foot facility intended to operate as a data center headquarters building. HostDime.Com, Inc. will purchase the property for \$1,400,000.00 and will deposit \$25,000.00 of earnest money in First American Title Insurance Company within five (5) business days of closing. Closing shall take place no later than December 31, 2015.

**RECOMMENDATION:** Staff recommends the Town Council approves the purchase and sale agreement for commercial land located on the Orange County School Board Property; Hungerford and from the Orange County School Board to HostDime.Com, Inc., and approve Resolution #2015-28.

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

TOWN COUNCIL  
MINUTES  
MAY 26, 2016  
SPECIAL SESSION MEETING  
6:00 P.M.

**PRESENT:** Interim Mayor Eddie Cole, Vice Mayor, Rodney Daniels, Councilwoman Angela Thomas, and Councilman Theo Washington.

**STAFF:** Attorney Joseph Morrell, Roger Dixon, Chief Administrative Officer, and Cathlene Williams; Town Clerk. **Also in Attendance:** Thomas J. Wilkes, Attorney.

- I. **CALL TO ORDER & VERIFICATION OF QUORUM-** Interim Mayor Eddie Cole called the Council Meeting to order at 6:07 PM., a quorum is established.
- II. **INVOCATION & PLEDGE OF ALLEGIANCE-** Interim Mayor Cole led the Prayer followed by the Pledge of Allegiance; Interim Mayor Cole opened the meeting to **Citizen Participation.**

**PUBLIC PARTICIPATION-** **Lou Payas; with Payas Commercial Real Estate-** Yesterday the Interim Mayor spoke very eloquently about the impact of Host. Dime will have in Eatonville. Mr. Payas stated he is the reason that Host. Dime is here, met with Tom Kohler, Richard Levy, and Manny at the GAI Office and the discussed the project, a during the meetings, Mr. Levy indicated to me that I would receive a commission on this project, I have all the documentation, I have subsequently sent to Mr. Kohler the commission agreements, that were not forwarded to the appropriate authorities, I want to solve this amicably, I am prepared to litigate if it gets to that point. Interim Mayor Cole indicated tonight, we are dealing with the Developer's Agreement.

**III. PRESENTATIONS**

**IV. PUBLIC HEARING**

**V. DISCUSSION ITEMS ONLY**

**VI. CITIZENS PARTICIPATION**


**VII. CONSENT AGENDA**

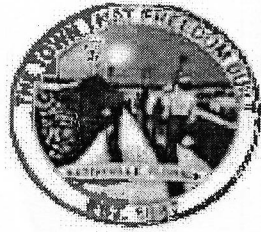
- A. **Approval of the May 26, 2016 Developer's Agreement between Host. Dime and the Town of Eatonville.** Motion by Councilman Washington, the motion was seconded by Vice Mayor Rodney Daniels to approve the Developer's Agreement between Host. Dime and the Town of Eatonville; **AYE: ALL, MOTION PASSES.**

- VIII. COUNCIL DECISION
- IX. STAFF REPORT
- X. ADMINISTRATIVE/COUNCIL/ATTORNEY REPORT- NONE

**ADJOURNMENT-** Special Session Meeting adjourned at 6:10 P.M.

**Respectfully Submitted by**

  
**Cathlene Williams, Town Clerk**



COMMUNITY REDEVELOPMENT AGENCY  
MINUTES  
JULY 19, 2016  
5:30 P.M.  
TOWN COUNCIL CHAMBERS

**PRESENT:** Vice Chairman Donovan Williams, Chairman Eddie Cole; Director, Angela Thomas, Director Theo Washington, Director Rodney Daniels; Director; Nathaniel Vereen. **Also in attendance:** CRA Attorney Greg Jackson, and Cathlene Williams, Town Clerk.

Chairman Eddie Cole called the CRA Meeting to order at 5:32 PM. Attorney Jackson responded to Chairman Cole's question regarding the status of Director Vereen's position on the CRA Board after the time period has expired. With regards to Mr. Vereen's role on the Board; pursuant to Section 163.356, Subsection: 3 (A) it states that; each commissioner shall hold office until his/her successor has been recommended, appointed and has qualified, or until such time that Mr. Vereen has been reappointed, so that he remains as a Board member so there is no inconsistency or empty seat as the result of that seat being vacant as stated by Attorney Jackson. Director Washington made reference to Chairman Cole that he should not be the Chairman of the CRA Board based on he was never appointed during a Town Council meeting, we need to do this in the proper procedure. Chairman Cole replied that he is the Chairman. Attorney Jackson replied that in taking his director from Attorney Morrell on the Town's side, with the unusual situation that the Town and the CRA is in; when Mayor Grant was removed from office, the interim Mayor assumed the position and duties of the Mayor. Director Washington replied there was no Interim Mayor; the Vice Chairman of the CRA Board conducted the meetings. I think the Vice Chairman should run the meetings until we appoint or select a Chairman of the CRA Board in Town Council. Chairman Cole stated that every position that the Mayor had, I assumed those roles and positions. Director Cole replied that he didn't have a problem with Vice Chairman Williams conducting the CRA meeting tonight, let's just get some things done, we have money sitting out there that we need to use. There are more investors in the State of Florida that buy these properties, before a low or moderate income person can. We want to rebuild the community through homeownership. There are various programs in the City and the State of Florida for down payment assistance, money that is set aside for down payment assistance. Director Washington stated that the CRA Board need to set a five year plan so we can recoup funds.

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

**II. INVOCATION & PLEDGE OF ALLEGIANCE**

**III. PRESENTATIONS**

**A. Help Community Development Corporation-** Brenda Dolasett; Executive Director of Help the Community Development Corporation in Eatonville. The agency is a HUD Housing Counseling Agency, since 2005, we help families get into homes; through education, also reverse mortgage counseling, gives them the counseling and education they need to stay in their homes. The class is 8 hours, it teaches budget management; credits, fair housing laws, most lenders are asking for a 640 credit score. There is a process for getting a person into a home; Central Florida still ranks between 1-5 with the number of foreclosures that has happened. The State of Florida has more RIO- (owned by a lender or a company that has been foreclosed on; properties than any state in the country.

**IV. PUBLIC HEARING**

**V. OLD BUSINESS**

**VI. NEW BUSINESS**

**A. Approval of May 17, 2016 Minutes. (Clerk's Office).** Motion by Chairman Cole, the motion was seconded by Director Thomas to approve the May 17, 2016 CRA Minutes; **AYE: ALL, MOTION PASSES.**

**B. Approval of up to but not to exceed \$200,000 for redevelopment efforts within TOECRA boundaries by disbursement of said funds to Host.Dime in delivering applicable Hungerford Parcel.** Vice Chairman Williams asked that this item be tabled, this agreement is with the Town of Eatonville itself, I don't see the CRA getting involved with this until I get a little more clarity and understanding. Attorney Jackson explained that the purpose of the funds is for the redevelopment of the area which encompasses the entire Town, I would recommend instead of it stating \$200,000 for payment of cost incurred for the Town of Eatonville; that it more appropriately states that this is for redevelopment efforts in supporting the plan of the CRA, if it is for the Town of Eatonville, then there needs to be an interlocal agreement where the CRA and the Town agree to this being a payment one from the other for these services. Director Washington asked attorney Jackson asked if we need to enter into an agreement first; Attorney Jackson replied, no just amend the motion to say; Motion by Chairman Cole, the motion was seconded by Director Daniels for redevelopment efforts as laid out by the CRA Plan; the funds can be used from the CRA for infrastructure, the way that it is worded now, it states it's a payment for the Town of Eatonville, if this language is taken out, it can be used for the purposes of the CRA. The language should read for the motion to say; Approval

of up to but not to exceed \$200,000 for redevelopment efforts within the Town of Eatonville Community Redevelopment Agencies boundaries by distribution of said funds to Host. Dime in developing applicable Hungerford Parcel; **AYE: ALL, MOTION PASSES.**

**VII. DISCUSSION**

**A. Attorney Greg Jackson findings on the Letter of Agreement with Florida Institute of Government.**

Attorney Jackson explained the letter he was presented with between the CRA and the Florida Institute of Government; based on a meeting in December, 2015 special meeting, but there was a meeting that proceeded that meeting, on or about December 1, 2015, the letter of agreement part parcel was mentioned; addressed and approved during this special meeting; the funds for the \$40,000 to Central Florida Student Government was voted on and approved. The issue that I look at, it appears that the services that were to be rendered was to the Town of Eatonville, vs the Community Redevelopment Agency, specifically it talks about the oversight of the implementation of the Host. Dime project. The implementation project was not under the Community Redevelopment Agency. Since the letter of Agreement was entered into and signed, to my knowledge that were not any reports or updates given to the CRA, by the University of Central Florida; Institute of Government. There was also an Interlocal Agreement that was circulated that asked for approximately \$50,000 to be set aside for the Town for any incurred expenses; this was approved during a CRA Meeting, but not during a Town Council meeting. The services require an Interlocal Agreement between the Town and the CRA. Since there is no Agreement, I don't feel that the CRA should be responsible for all the expenses listed within the Letter of Agreement. My recommendation to the Board is to give me the opportunity to contact the University Of Central Florida Institute Of Government, to provide an itemized list of services that was performed. Until and unless an Interlocal Agreement is entered into with the Town and CRA to pay those funds. Chairman Cole stated that is we owe the money it should be paid, but we need to get a better understanding; have Attorney Jackson get a meeting with UCF to review the bill, and to also let them know we are not trying to not honor the signed contract

**B. Discussion of Policies for the new CRA Plan**

**C. Discussion of Acquisition of buying homes/land.** Director Daniels commented that there are eye sores everywhere on West Street and Catalina Park, the Town can demolish until someone can buy them. Do we recoup our money on the purchase or on the CRA side, and then go after the land owner to receive our money back. We need to see the historic places redeveloped in a way to make it for visitors to see and tour.

**D. Discussion of future plans for leasing Post Office, CRA Building and Old Police Department.** Director Daniels would like to see these two (2) facilities combined to have them operate out of Town Hall, to have this as a multipurpose building, to have people do their business here, to utilize this building to its full potential.

**Items B, was tabled by the CRA Board.**

**VIII. STAFF & LEGAL REPORTS**

**IX. BOARD OF DIRECTORS REPORT**

**DIRECTOR THOMAS-** NO REPORT

**DIRECTOR DANIELS-** NO REPORT  
**VICE CHAIRMAN WILLIAMS-** NO REPORT

**CHAIRMAN COLE-** NO REPORT  
**DIRECTOR WASHINGTON-** NO REPORT

**NATHANIEL VEREEN-** Need to get a CRA Director on Board, we are doing a great job, I just think we need someone.

**X. CITIZENS PARTICIPATION-** Maye St. Julien, as the Chairperson of the Historic Preservation Board, I am excited to hear the CRA Board address some of our historical facilities; the Thomas house, it has deteriorated, also the Spencer house on Kennedy Boulevard, is beginning to deteriorate. The Historic Preservation board is in the process of selecting new members to the Board. The members on the Board does require certain skills to make the board more effective; residency is not a requirement, one member on the board should be an Architect; Attorney; & Planner. We need to have board members meets the latter of the law, have the skills that are needed, not only people that can work the interest of the Town, but in the interest of maintaining our registration on the National Register of Historic Places in Washington, DC. Director Washington asked about the condition of the markers that are placed on the historic sites. Ms. Wright indicated that they have almost been destroyed by the weather.

**XI. ADJOURNMENT- 6:50 PM**

*Cathlene Williams*  
**RESPECTFULLY SUBMITTED BY**  
**Cathlene Williams, Town Clerk**

## EXHIBIT "A"

<b>CAPITAL OUTLAYS</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>
Kennedy Master Plan Development		\$ 90,000.00	\$ 90,000.00
Grant Match		\$ 100,000.00	\$ 100,000.00
Infrastructure Project w/ Hostdime	\$ -	\$ -	\$ 200,000.00
Infrastructure Improvement		\$ 600,000.00	\$ 400,000.00
Redevelopment & Grant Programs	\$ 630,000.00	\$ 200,000.00	\$ 200,000.00
Acquisition & Demolition		\$ 230,000.00	\$ 186,050.00
<b>TOTAL CAPITAL OUTLAYS</b>	<b>\$ 630,000.00</b>	<b>\$ 1,220,000.00</b>	<b>\$ 1,176,050.00</b>



**CRA RESOLUTION #2017-12**

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE APPROPRIATION OF FUNDS REMAINING IN THE REDEVELOPMENT TRUST FUND TO CERTAIN PROJECTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS**, the Town of Eatonville created a redevelopment trust fund ("Trust Fund") for the Town of Eatonville Community Redevelopment Agency ("CRA") pursuant to Section 163.387, Florida Statutes; and

**WHEREAS**, for Fiscal Year 2016/2017 the CRA budgeted and appropriated funds deposited in the Trust Fund to pay certain administrative and operating expenses as well as project and program expenses of the CRA; and

**WHEREAS**, certain funds remain in the Trust Fund as of September 30, 2017 after the payment of all budgeted expenses; and

**WHEREAS**, none of the funds being carried over from the previous fiscal year have been in the Tax Increment Revenue Trust Fund for more than three (3) years

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

**SECTION ONE:** as of September 30, 2017, the unexpended amount of \$1,176.050.00 remains in the Trust Fund.

**SECTION TWO:** The Board of Directors desires to appropriate such funds to the specific redevelopment projects in the amounts shown on the attached Exhibit "A" and to encumber said funds for Fiscal Year 2017/2018.

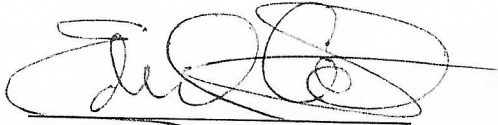
**SECTION THREE:** Such projects are included within the approved Community Redevelopment Plan of the CRA and may be completed within three (3) years from the date of such appropriation.

**SECTION FOUR: CONFLICTS:** All Resolutions of the 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.

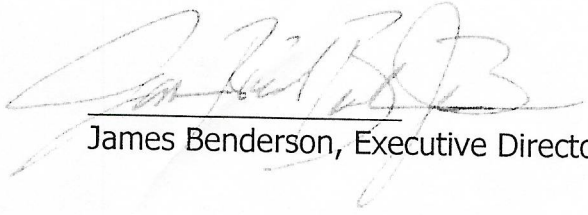
**SECTION FIVE: SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION SIX: EFFECTIVE DATE:** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of October, 2017.

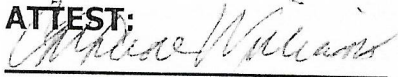


Chairman, Eddie Cole



James Benderson, Executive Director

**ATTEST:**



Cathlene Williams, Town Clerk

		Compliance Program, \$3,000.00.
<b>2019-15</b>	<b>8/20/2019</b>	Board of Directors authorizing the Banking Services request for proposals.
<b>2019-16</b>	<b>8/20/2019</b>	Board of Directors authorizing Budget Transfers in the amount of \$200,000.00, HostDime.
<b>2019-17</b>	<b>9/17/2019</b>	Resolution #2017-3 setting forth & establishing new meeting dates for the remaining fiscal year 2019 & 2020 to enable work sessions
<b>2019-18</b>	<b>8/20/2019</b>	Authorizing Management staff to execute Purchase Contract to acquire 501 Monroe Avenue.
<b>2019-19</b>	<b>8/20/2019</b>	Authorizing Management staff to submit Predevelopment Loan Program application to the Florida Housing and Finance Corporation to seek funding for Lake Bell Townhomes Project.
<b>2019-20</b>	<b>8/20/2019</b>	Board of Directors authorizing the Community Redevelopment Agency to enter into an Inter-Local Agreement with the Town for Services.
<b>2019-21</b>	<b>8/20/2019</b>	Board of Directors authorizing the Administrative Management staff to create a Pilot Program in the amount of \$100,000.00 for Infill Property owners of 3 lots or more, setting annual interest rate of seven (7%) per year.
<b>2019-22</b>	<b>9/17/2019</b>	Authorizing the Community Redevelopment Agency to enter into an Agreement to provide custom website design.
<b>2019-23</b>	<b>9/17/2019</b>	Setting forth and establishing the Curb Appeal Grant Program.
<b>2019-24</b>		
<b>2019-25</b>		
<b>2019-26</b>		
<b>2019-27</b>		
<b>2019-28</b>		
<b>2019-29</b>		
<b>2019-30</b>	<b>11/19/2019</b>	BOD ratifying directors hiring of Dean Mosely as Counsel to address all matters pertaining to Brishaun Enterprises, versus the TOECRA and its members.
<b>2019-31</b>	<b>11/19/2019</b>	BOD authorizing the immediate payment of \$45,000 for the final 100% service rendered to Rhodes & Brito for the Denton Johnson Park Master Plan and Visioning Sessions.
<b>2019-32</b>		
<b>2019-33</b>		
<b>2019-34</b>	<b>12/10/2019</b>	BOD adopting the 2020 Fiscal Year Operating Budget.

Note:

The Agency determined that its interpretation of the allowability of incurring certain expenses under a joint agreement with the Town of Eatonville was incorrect. Thus an expenditures totaling \$100,000 were incorrectly accrued as Due to Town in the General Fund in the prior year. To correct this error, the beginning fund balance of the General Fund of \$1,265,595, as originally reported, has been increased to \$1,365,595. In addition, beginning net position for governmental activities of \$1,367,990, as originally reported, has been increased to \$1,467,990. See ZZ series

DD 2  
Section VII. Item #7.

RESOLUTION CRA-R-2019-16

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

WHEREAS, the members of the governing body and two (2) additional taxing authority appointees shall be the Board of Directors of the TOECRA; 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 desire to complete budget transfers to ensure fiscal responsibility and make available funds for programs, proposals, and property acquisition; and

WHEREAS, the TOECRA and the Board of Directors do hereby authorize TOECRA staff and the Town Finance Department who serves as the fiscal agent on behalf of the TOECRA to complete such budget transfers.

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

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

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

SECTION THREE: **BUDGET TRANSFER AUTHORIZATION:** The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby approve the FY 2019 Budget Transfers as follows:

Line Item Name HostDime in the amount of \$200,000.00 shall be distributed as:

- \$45,000.00 for the Denton Johnson Park Master Plan
- \$30,000.00 for Code Compliance Program (New/12 Homes per year)
- \$30,000.00 for Curb Appeal Matching Grant (\*Seeking Approval in September)
- \$90,000.00 for Property/Land Acquisition (\*Additional funds already allocated)
- \$ 5,000.00 for Escrow Deposits for Acquisition Contracts
- \$200,000.00

(5) A community redevelopment agency shall procure all commodities and services under the same purchasing processes and requirements that apply to the county or municipality that created the agency.

Section 5. Section 163.371, Florida Statutes, is created to read:

163.371 Reporting requirements.—

(1) By January 1, 2020, each community redevelopment agency shall publish on its website digital maps that depict the geographic boundaries and total acreage of the community redevelopment agency. If any change is made to the boundaries or total acreage, the agency shall post updated map files on its website within 60 days after the date such change takes effect.

(2) Beginning March 31, 2020, and not later than March 31 of each year thereafter, a community redevelopment agency shall file an annual report with the county or municipality that created the agency and publish the report on the agency's website. The report must include the following information:

(a) The most recent complete audit report of the redevelopment trust fund as required in s. 163.387(8). If the audit report for the previous year is not available by March 31, a community redevelopment agency shall publish the audit report on its website within 45 days after completion.

(b) The performance data for each plan authorized, administered, or overseen by the community redevelopment agency as of December 31 of the reporting year, including the:

1. Total number of projects started and completed and the estimated cost for each project.

2. Total expenditures from the redevelopment trust fund.

3. Original assessed real property values within the community redevelopment agency's area of authority as of the day the agency was created.

4. Total assessed real property values of property within the boundaries of the community redevelopment agency as of January 1 of the reporting year.

5. Total amount expended for affordable housing for low-income and middle-income residents.

(c) A summary indicating to what extent, if any, the community redevelopment agency has achieved the goals set out in its community redevelopment plan.

Section 6. Section 163.3755, Florida Statutes, is created to read:

163.3755 Termination of community redevelopment agencies.—

Section 2. Paragraphs (c) and (d) of subsection (3) of section 163.356, Florida Statutes, are amended to read:

163.356 Creation of community redevelopment agency.—

(3)

(c) The governing body of the county or municipality shall designate a chair and vice chair from among the commissioners. An agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. For such legal service as it requires, an agency may employ or retain its own counsel and legal staff.

(d) An agency authorized to transact business and exercise powers under this part shall file with the governing body the report required pursuant to s. 163.371(1), on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the county or municipality and that the report is available for inspection during business hours in the office of the clerk of the city or county commission and in the office of the agency.

(e)(d) At any time after the creation of a community redevelopment agency, the governing body of the county or municipality may appropriate to the agency such amounts as the governing body deems necessary for the administrative expenses and overhead of the agency, including the development and implementation of community policing innovations.

Section 3. Subsection (1) of section 163.367, Florida Statutes, is amended to read:

163.367 Public officials, commissioners, and employees subject to code of ethics.—

(1) The officers, commissioners, and employees of a community redevelopment agency created by, or designated pursuant to, s. 163.356 or s. 163.357 are shall be subject to the provisions and requirements of part III of chapter 112, and commissioners also must comply with the ethics training requirements as imposed in s. 112.3142.

Section 4. Subsection (5) is added to section 163.370, Florida Statutes, to read:

163.370 Powers; counties and municipalities; community redevelopment agencies.—