



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR COUNCIL MEETING AGENDA

Tuesday, December 19, 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. CITIZEN PARTICIPATION (Three minutes strictly enforced)

### V. CONSENT AGENDA

1. Approval of Town Council Meeting Minutes (Listed on Cover Page) (**Clerk Office**)
2. Zora Festival 2023 Agreement Between Town of Eatonville and Association to Preserve the Eatonville Community, Inc. (**P.E.C.**)

### VI. COUNCIL DECISIONS

3. Approval of Resolution 2023-26 Appointing Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA) (**Administration**)
4. Approval of Resolution 2023-27 Appointing Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA) (**Administration**)
5. Approval of the HostDime Project Agreement with Amendment #1 and Allocating Funds for Reimbursement of Utilities and Right-Of-Way Infrastructure Improvement. (**Vice Mayor R. Daniels**)

### VII. REPORTS

**CHIEF ADMINISTRATIVE OFFICER'S REPORT**

**TOWN ATTORNEY'S REPORT**

**TOWN COUNCIL REPORT/DISCUSSION ITEMS**

**MAYOR'S REPORT**

### VIII. 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

### SEPTEMBER 19, 2023, AT 7:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of Town Council Meeting Minutes (Clerk Office)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> LEGISLATIVE (CLERK OFFICE)
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits: (Council Meeting Minutes: See List Below)</b> - Monday August 28, 2023, 7:00 p.m. (Special Council Mtg.) - Thursday, September 7, 2023, 5:30 p.m. (Charter Review) - Tuesday, October 3, 2023, 7:30 p.m. (Council Mtg.) - Tuesday, October 17, 2023, 7:30 p.m. (Council Mtg.) - Tuesday, November 7, 2023, 7:30 p.m. (Council Mtg.) - Tuesday, November 21, 2023, 7:30 p.m. (Council Mtg.) - Tuesday, December 5, 2023, 7:30 p.m. (Council Mtg.)
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** Approval of meeting minutes for the Town Council Meetings held on the dates indicated below:

- Monday August 28, 2023, 7:00 p.m. (Special Council Mtg.)
- Thursday, September 7, 2023, 5:30 p.m. (Charter Review)
- Tuesday, October 3, 2023, 7:30 p.m. (Council Mtg.)
- Tuesday, October 17, 2023, 7:30 p.m. (Council Mtg.)
- Tuesday, November 7, 2023, 7:30 p.m. (Council Mtg.)
- Tuesday, November 21, 2023, 7:30 p.m. (Council Mtg.)
- Tuesday, December 5, 2023, 7:30 p.m. (Council Mtg.)

**SUMMARY:** Between the months of August – November several meetings were held covering Council Workshops, Regular Council Meetings, Special Meetings, Charter Review Meetings, and Budget Hearings. Because of the frequency of meetings, holidays, and vacation times, a back log of meeting minutes was created within the clerk’s office. Since then, Town Council meeting minutes have been transcribed for record purposes.

**RECOMMENDATION:** Approval of all stated meeting minutes for the Town Council Meeting held on the dates indicated above.

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA SPECIAL COUNCIL MEETING MEETING MINUTES

Monday, August 28, 2023, at 7:00 PM

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

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

### CALL TO ORDER AND VERIFICATION OF QUORUM:

Mayor Gardner called the meeting to order at 7:11 p.m. and a quorum was established through roll call by Mrs. Veronica King

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

**STAFF:** (4) Demetrius Pressley, **Interim Chief Administrator Officer**, Veronica King, **Town Clerk**, Joseph Jenkin, **Deputy Chief**, Katrina Gibson, **Finance**

### INVOCATION AND PLEDGE OF ALLEGIANCE:

Mayor Gardner led the Moment of Silence followed by the Pledge of Allegiance

### CITIZEN PARTICIPATION - None

### COUNCIL DECISIONS:

Approval of the Town of Eatonville Annual Financial Audit with Carr, Riggs, and Ingram. Heather Mosier, the auditor to present the audit results with an accompanying PowerPoint (Documents Provided). The audit is for the September 30, 2022. The audit includes an unqualified opinion, which is basically a clean report for your governmental activities and your business type activities, the standards report, reporting any deficiencies or material weaknesses, and other compliance findings. There were material weaknesses on financial reporting You did have a material weakness on financial reporting which is the same finding as last year, due to adjustments made if they are material in nature that creates a material weakness on financial reporting. There is also a non-compliance of debt, a repetitive comment based on the pledged revenue covenant that is not being met. There were adjustments related to some issues with your software system. Hoping the new system being implemented will remove the issues becoming more efficient there. There were corrections or adjustments, for unbilled accounts receivable and revenue. Also, corrected accounts receivable and allowance for bad debt to true up the allowance on bad debt. Corrections were made to depreciation on capital assets for the enterprise fund. Corrected some bond debt on the enterprise. Both adjustments were related to the system issue. There was some funds with the ARPA money that had not been expended. The ARPA money is an expense reimbursement grant. There were expenses made that needed adjustment moving unearned revenue to revenue. There were corrections on payments made to the CRA for the TIFF payment which payments between the CRA and the town needed to both agree. Had some corrections of the due to from accounts, between the general and enterprise fund to zero out itself. There were some large adjustments for lease balances. There's a new lease standard that requires any leases, whether you're a lease holder or a lessee, to record those leases at present value on your balance sheet. You also see some large numbers as a lease receivable and the offset is

on deferred and closed releases. This big adjustment was about \$1. 3 million (the present value of the lease for the entire lease term). There is the management letter the reports any prior findings that have not been corrected. The material weakness on financial reporting has a repetitive comment for a couple years. The debt compliance has been an issue for numerous years. The rate study to get your enterprise fund revenues up will help that covenant to even out. There is a deficit in your enterprise spot or water sewer the rate study generating additional income will help there as well. It is recommended that reconciliations of all the financial records are being done for each of the accounts and each of the funds. In the additional matters section, there's a compliance requirement in one of your SRF loan agreements, to have the audit report completed within nine months to get the audit completed timely. Nothing changed in accounting estimates except these lease receivables based on the present value of your lease for the remaining lease term (can change year to year). Other estimates are related to receivables, allowances for bad debts (That is an estimate). Fair value of investments held is currently through the pension. There were no disagreements with management nor issues discussed prior to the audit. There were no difficulties during the audits. **(WHAT'S NEXT)** This is a draft, the next step is to approve audit today. Thereafter, there will be a management rep letter explaining all items given, the requirements that management holds as part of the audit process, what have been disclosed, and then the appropriate signatures. Upon receipt of signed management rep letter back, the report is issued and finalized with date of council approval. **(DISCUSSIONS)** Clarity was provided on the "due to from" between the enterprise fund and the general funds (not eliminated and not reported on the line item), What is the analysis causing the adjustments (staffing, possibly miscommunication or misunderstanding of governmental accounting, and issues with the software system), There was some complications between the I.M.S. Edmund system. Clarity was provided on the TIFF payment to the CRA (the amount wasn't incorrect, it was a true up from the county that was coming and not recorded), the adjustments due to the integration of software was close to \$1 million, provided explanation on "custodian credit risk" specific to deposits (it a standard disclosure).

**Mayor Gardner Motions Approval of the Town of Eatonville Annual Financial Audit With Carr, Riggs, and Ingram to include the corrective action letter; Moved by Councilman Washington; second by Councilwoman Randolph; AYE: ALL, MOTION PASSES..**

**ADJOURNMENT** Mayor Gardner Motions for Adjournment of the Special Council Meeting; Moved by Councilwoman Randolph; Second by Councilman Washington; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 7:29 P.M.**

**Respectfully Submitted by:**

**APPROVED**

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

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA CHARTER REVIEW COMMITTEE MEETING MINUTES

Thursday, September 7, 2023 at 5:30 PM

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

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

**CALL TO ORDER AND VERIFICATION OF QUORUM:**

Mayor Gardner called the meeting to order at 5:31 p.m. and quorum was established through roll call by Mrs. Veronica King

**PRESENT:** (4) Councilwoman Wanda Randolph, Councilman Marlin Daniels, Vice Mayor Rodney Daniels, Mayor Angie Gardner (**Absent:** Councilman Theo Washington stated in advance that he would not be present)

**STAFF:** (4) Demetrius Pressley, **Chief Administrator Officer**, Veronica King, **Town Clerk**, Clifford Shepard, **Attorney**, Joseph Jenkins, **Deputy Chief**

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

Mayor Gardner led a Moment of Silence followed by the Pledge of Allegiance

**CITIZEN PARTICIPATION - (The Three-minute rule was strictly enforced) – None.**

**COUNCIL DECISION:**

Presentation of Final Report of Charter Review and Direction for Preparation of Referendum and Ordinance: (Shepard) A draft ordinance has been provided with highlights. There are questions with the summary, the title, the explanation, and the summary as it would appear on the ballot. Ordinance and amendments are available through a town records request. There is a total of six questions based on the information Council wanted to put to the voters for consideration. We can look at all of amendments one by one, the changes, and how they actually look. If there are changes needed, we will make them and add them in. **(The Review took place)**

- **(Review of Question #1)** Pertaining to Qualifying (Section 2.02) a new section was added called qualifying. The underlined text is the new text and proposed amendment to go in the charter if the voters vote yes on question one. If language is voted yes, a fee would need to be established or a fee of zero. The amendment was read line by line. Some of the draft text in the amendment regarding the dates and calculations were taken from the City of Maitland. To know what it might look like going forward with information within a resolution, for this upcoming election, a resolution will be brought forward at the next council meeting which will include the qualifying period. **(No Discussions)**
- **(Review of Question #2)** Pertaining to Confirmation of Mayoral Appointments, providing a revised method for confirming mayoral appointments and avoiding deadlocks so that vacant positions can be filled (Section 203). The amendment was read line by line. It includes the ballot proposal or title, amending the method for confirming mayoral appointments to avoid deadlock, and the more fulsome explanation. The title has to be less than 15 words and the summary has to be less than 75 words. **(Discussions)** What is done if it s beyond

the 180 days? (The only way this could run into a problem is if the mayor makes the one appointment, it's rejected, and she doesn't bring more to the table, and then insists on appointing the original one. If it gets to the point where council can't agree on a candidate and the Mayor provides the three candidates, the Mayor can choose the permanent candidate. The Mayor can always appoint the original candidate if there is no confirmation after the Mayor has brought three candidates to the table. Whether candidates do not qualify, the Mayor has to comply with providing at least three candidates including the interim. The interim should be a W2 rather than a 1099 because it is a job. An interim contract can absolutely be established. A letter from the Mayor can be sufficient. From a legal perspective, there is no requirement to do it one way or another, but there is probably a best practice. Considering Florida law, everybody is at will. You can fire an employee for any non-discriminatory reason unless they have a contract. In some ways, the more paper you have the less rights you have as an employer. Employees in Florida want contracts to have something to argue about and employers don't want to give contracts so they don't have anything to argue about. A letter can be provided that describes without becoming a contract, what is paid, how often to be paid, what are the benefits or no benefits. Providing an actual contract with signatures creates a relationship that doesn't have to exist under Florida law.

- **(Review of Question #3)** Pertaining to Selection of Vice Mayor (Section 2.04) The charter amendment would change the method for selecting the vice mayor to provide for election by the town council. The amendment was read line by line. The ballot title question summary are amending the method for selecting the vice mayor. The summary is amending the method for selection of vice mayor to provide for election by the town council. I adopted, the vice mayor will be elected by the town council annually from among its members, no later than the second regular council meeting in March. If the ballot and passed, there should not be any more deadlocks. After nomination and three votes, the vice mayor is appointed. **(No Discussions)**
- **(Review of Question #4)** Pertaining to Clarification of the effective date of salary increases for mayor and council (Section 2.05). The amendment was read line by line. This charter amendment would allow council to include an effective date by ordinance, the effective date of any increase in the mayoral or council salaries in the ordinance implementing the increase. The ballot title is allowing council to establish the effective date of any mayoral or council salary increase. **(Discussions)** Should the effective date statement be added to page ten? (Does not have to be added because the parts of an Ordinance already has the whereas clauses, what it's doing, the codification, and the effective date.
- **(Review of Question #5)** Pertaining to Relocating the right to hearing forfeiting office (Moving from Section 2.08 to Section 2.07 B5). The amendment was read line by line. This Charter Amendment relocates the existing section, providing a right to a hearing for an official facing potential forfeiture of office to the section governing forfeiture of office, where it correctly belongs. **(No Discussions)**
- **(Review of Question #6)** Pertaining to Clarifying and supplementing the powers and duties of the town clerk. This section was thought to be in the Charter because Municode (Section 3.02). It was never in the Charter which was confirmed. Municode has since made the correction. However, there were some good information and language that should be in the duties of the clerk. The amendment takes language about the clerk's duties that was in the section that had never been in the charter legally, and now moved to the town clerk's section, clarifying, and supplementing the powers and duties of the town clerk. It is amending the charter by clarifying the duties of the town clerk and adding certain responsibilities to the position. The amendment was read line by line. **(Discussions)** The administrative assistant assigned to the clerk's office is not established by a majority vote. Based on the amendment, the administrative assistant is under the charge of the town clerk and can be removed by the town clerk. The question about Office of the Council was explained for better understanding (The office elected to is essentially determined by what kind of formal government and the powers are also determined in the same way). How do we ensure that the clerk

gets all records? (the clerk is not over the police department and not over public works, but when the clerk says to those departments, I need these records, she should be able to make them stop whatever they're doing because the town is ultimately has answer for the records. They have to cooperate with her immediately, not weeks later. The clerk, is an authoritative figure that can go and get records as necessary. With Mr. Pressley (CAO) in place and understanding the significance of the clerk receiving records, a person's job should be in jeopardy if they are not complying. It should never get to this level. Concerning the CRA, they are a separate agency, but for the purpose of record production, if there are records, the CRA is under the town and the town have responsibility to get the records. The bylaws state that the town clerk is the custodian of records. It's in the CRA document. Having a CAO in place who can go and say, bring the records, or bring me your badge or your resignation.

*(All discussion ended with no noted changes to amendments.)*

**COMMENTS:** No Staff Comments

**ADJOURNMENT** Mayor Gardner Motions for Adjournment of Meeting; Moved by Vice Mayor R. Daniels; Second by Councilwoman Randolph; **ALL, MOTION PASSES. Meeting Adjourned at 6:09 P.M.**

**Respectfully Submitted by:**

**APPROVED**

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

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA REGULAR COUNCIL & CRA COMBINED MEETING MINUTES

Tuesday, October 3, 2023, at 7:30 PM

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

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

## CALL TO ORDER AND VERIFICATION OF QUORUM:

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

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

**STAFF:** (5) Demetrius Pressley, **Chief Administrator Officer**, Veronica King, **Town Clerk**, Clifford Shepard, **Town Attorney**, Joseph Jenkins, **Deputy Chief**, Katrina Gibson, **Finance**,

## INVOCATION AND PLEDGE OF ALLEGIANCE:

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

## APPROVAL OF THE AGENDA:

**Mayor Gardner Motions** to approve meeting agenda moving consent agenda item to Council Decision; Moved by Councilman M. Daniels; Second by Councilman Washington; **AYE: ALL, MOTION PASSES.**

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

**Bishop Cornell King** – To extend a personal invitation to the Community Fun Day on Saturday, October 28th, from 10 a. m. to 2 p. m. hosted by The Life Center Church in partnership with the Health CDC (Flyers provided). Excited and proud to be a part of the community and honored to serve you.

**Ryan Novak** – Expressed concerns on mountainous speed bumps down Gabriel, Bel Air that are scaping his car; recommending again that Council consider bringing pickleball to Eatonville, dining, retail, pickleball, and restaurants, are a massive draw that create revenue, draw people into a community; would like to see the free flow of information on the website to see current city projects, designs, plans, and provide feedback from the residents.

**Louissteen Cummings** – Express condolences to the Burns family (Passing of Willie Victor Burns (former Chief of Police) and ask support for the family.

## PUBLIC HEARING

Approval of 2nd Reading of Charter Amendment by Ordinance 2023-8; **Preamble read.** This is the second reading of this Ordinance, which, if passed tonight, will be sent to Bill Cowles by the December 12th deadline for placement on the ballot. The election as part of the Presidential Preference Primary ballot will take place in March of next year. Charter Amendments will have a total of six questions and can be available by request to the clerk. There were no changes on the first reading. **(No Public Comments)** **Mayor Gardner Motions**



to approve the 2nd Reading of Charter Amendment by Ordinance 2023-8; Moved by Councilman M. Daniels, second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES.**

**APPROVAL CONSENT AGENDA: No Action Taken** (Item was moved to Council decision)

**TOWN COUNCIL MEETING RECESSED - Mayor Gardner Motions** to recess the Town Council meeting; Moved by Councilman M. Daniels; second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES. Recessed at 7:41 p.m.**

Mayor Gardner ask Board Member Critton to join us at the Dias; called the Special CRA meeting to order at 7:41 p.m. and a quorum was established through roll call by Mrs. Veronica King

**PRESENT:** (6) Director Wanda Randolph, Director Marlin Daniels, Director Theo Washington, Director Ruthi Critton, Vice Chair Rodney Daniels, Chair Angie Gardner.

**STAFF:** (6) Demetrius Pressley, **Interim Chief Administrator Officer**, Veronica King, **Town Clerk**, Greg Jackson, **CRA Attorney**, Joseph Jenkins, **Deputy Chief**, Katrina Gibson, **Finance**,

**CITIZEN PARTICIPATION - None**

**BOARD DECISIONS:**

**Approval of Moving Forward with The Hostdime Project Allocating Funds for The Infrastructure.** Vice Chair Daniels introduced the agenda item yielding to the CAO for comments. Have had extensive conversations with our attorney and our CRA Attorney, met with the owner, and the contractors. Work has been done on the utility infrastructure of the project well over the \$200,000 that they are requesting. There is documentation. Legal's position is that the monies cannot be allocated for infrastructure projects. CRA dollars are not to be used to pay for town infrastructure projects. CRA Attorney and Town Attorney are in agreement that further conversation is needed in determining the best way to move forward. It is a town contract with HostDime not the CRA. There are no available funds from the Town, there may be flexibility in finding a creative way to have the funds come from the CRA to the Town (will need legal guidance). If there's a project with the Town of Eatonville that has been abandoned for three years, then funds can be reallocated, looking to work together to discuss if there is a three year period that has passed, and if monies that were set aside for certain projects can now be set aside from the town side using CRA monies for those projects. Clarity on CRA funds for projects that are already in your Capital Improvements Program (CIP), if it was in your CIP in the last three years, you can't take money and spend CRA funds. Certain kinds of infrastructure in a CRA, in which the CRA is the entire town can be used for infrastructure projects. There is an issue with trying to provide a program that didn't exist to justify expenditure that has already been committed to. Also, there is a matter of whether the developer or the owner of the project is in compliance with the agreement, they are substantially past due in which the contract states a penalty in which the town can take over the project completely. How did this become a CRA issue? It originally started on the town side, but decided by consensus of the board to place it on the CRA Budget. Tax projection from this project is anywhere between \$175,000 and \$260,000. There is a recommendation to table this item so the attorneys can work out resolution for this matter. **Councilwoman Randolph Motions** to **table** moving forward with the Hostdime Project allocating funds for the infrastructure; Moved by Director Randolph; second by Director Critton; **AYE: ALL, MOTION PASSES (Item Tabled)**

**Approval of Resolution CRA-A-2023-3 Release the Deferred Payment Loan Lien** placed on property located at 213 W. Kennedy Blvd., Orlando, FL 32810. Director Randolph introduced the agenda item. **Mayor Gardner Motions** to **approve** Resolution CRA-A-2023-3 releasing the Deferred Payment Loan Lien placed on property located at 213 W. Kennedy Blvd (**Preamble Read**); Moved by Director Washington; second by

Director Randolph; **Discussions:** There are concerns with documentation pertaining to funds stating \$5,159. 36 was done in check, \$379. 91 was done in debit for a total of \$3,539. 27 also there is no indication in the application where a lien should have been placed on the property. **AYE: ALL, MOTION PASSES**  
**Comments:** The board is giving Attorney Jackson approval to proceed with a lien release/notice of release of the lien.

**STAFF COMMENTS** - Mr. Pressley - The CRA Administrator (Mrs. Bonds) contract has termed out, based off our new fiscal budget, we are in search of a CRA Executive. Information have gone out to community, several sites, if there's any applicants interested or if you know of anyone that wants to apply for that position, it is now available.

**Mayor Gardner Motions** to adjourn the Special CRA meeting; Moved by Director M. Daniels; second by Vice Chair R. Daniels; **AYE: ALL, MOTION PASSES. CRA Meeting Ended at 7:58 p.m.**

**(Mayor Gardner resumes the Town Council Meeting at 7:58 p.m.) – Attendance of Council and Staff remained the same)**

**COUNCIL DECISIONS:**

Approval of Confirmation of the Hiring of Mr. Stanley Murray As The Chief of Police For The Town of Eatonville. **Comments:** Information has been provided, interviews were conducted with two of four candidates (one pulled out), a community meet the candidate was held to include conversations with the council and candidates. **Mayor Gardner Motions** Approval of confirmation of the Hiring of Mr. Stanley Murray as the Chief of Police; Moved by Councilman M. Daniels; second by Councilman Washington; **Discussion:** Concerns pertaining to qualifications for the position, When were there updates to job vacancies/positions? The overhaul for job descriptions will be done after the hiring of an HR person, there have been some updates. This position had been out for a while and was based off what was already submitted to the public. The qualifications are outdated, but current standards was followed in this process. Mr. Murray’s credentials show former training and experience with the Sheriff's Department, which is the largest agency within our county; **AYE: ALL, MOTION PASSES. Comments:** Applause from audience and words expressed from the newly appointed Chief of Police Stanley Murray. Official start date will be October 23<sup>rd</sup> to include an official swearing in ceremony in November.

Approval of MOU For Public Services and Allocation of Funds Up To \$2,500.00. **Mayor Gardner Motions** Approval of Public Services and Allocation of Funds Up To \$2,500.00; Moved by Councilman Washington; second by Councilman M. Daniels; **AYE: ALL, MOTION PASSES**

Approval of Resolution 2023 -19 designating the Mayor, Vice Mayor, or Chief Administrative Officer to sign checks through the Edmund Electronic Signature Software Feature. (Preamble Read) **Mayor Gardner Motions** Approval of Approval of Resolution 2023 -19 designating the Mayor, Vice Mayor, or Chief Administrative Officer to sign checks through the Edmund Electronic Signature Software Feature; Moved by Councilman Washington; second by Councilman M. Daniels; **Question:** Recommendation to table until we get procurement of this issue is in alignment. **(motions/actions rescinded)** **Mayor Gardner Motions to table** Approval of Resolution 2023 -19; Moved by Councilman M. Daniels; second by Councilman Washington; **AYE: ALL, MOTION PASSES (Item Tabled)**

Approval of Right of Way Encroachment for 345 Eaton St. **Mayor Gardner Motions** Approval of Right of Way Encroachment for 345 Eaton St.; Moved by Councilman M. Daniels; second by Councilwoman Randolph; **Discussion:** Reviewed and out together by Attorney Ryan Knight. The encroachment was identified

by survey, **Public Comment:** Vivian Jenkins, the town still owns the property and it will never be given up. Want to ensure that that property will stay with the town (Legal) Noone can never adversely possess property from a government. If property use is for a long period of time without the town’s permission, a person can't take it away. You can take it away from private property owners, but never from the government. Property is in the historic district, Did it come before the Historic Preservation Board? (Pressley will bring information back) **AYE: ALL, MOTION PASSES**

Approval of Agreement with Studio Jefrè, LLC, (Jefrè Figueras Manuel) To Design, Fabricate, Install, and Construct I-4 Ultimate Art Project. **Mayor Gardner Motions** Approval of Agreement with Studio Jefrè, LLC, (Jefrè Figueras Manuel) To Design, Fabricate, Install, and Construct I-4 Ultimate Art Project.; Moved by Councilman Washington; second by Councilman M. Daniels; **Discussion:** This money came from when the I 4 ultimate project was upgraded. Each municipality was given a portion of a million dollars to do an art project that you can see from I 4, We received \$220,000, \$40,000 had already been spent. Leaving the remaining \$180, 000 to be used for art. Orange County gave three artists including Jefrè who came and gave an idea of what he wanted to bring to Council. As a single source, it did not need to go through the procurement process, our procurement policy states the same. This should have come before the citizens and should have a say in how the \$180,000 should be spent. We will be added to the Stakeholder’s meeting. Will reach out to Jefrè to come before our stakeholders with the design, get feedback from the community. (**Motion Rescinded**); **Mayor Gardner Motions to table** the Approval of Agreement with Studio Jefrè, LLC, (Jefrè Figueras Manuel) To Design, Fabricate, Install, and Construct I-4 Ultimate Art Project.; Moved by Councilman M. Daniels; second by Councilwoman Randolph; **AYE: Councilman M. Daniels, Councilwoman Randolph, Vice Mayor R. Daniels; NAYE: Councilman Washington, Mayor Gardner; MOTION PASSES. (Item Tabled).**

**REPORTS:**

**CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley** - Do have positions now in the new fiscal year, staff is currently working on closing out the year. There is a better process in closing out the 2022-2023 fiscal year. Several open positions: HR coordinator, Records Coordinator, CRA, Permit Clerk, Utility Building Clerk; Next Stakeholder’s meeting, will cover different projects to include resiliency and a recovery program to be held at the Denton Johnson Center Monday, October 16th at 5:30.

**TOWN ATTORNEY’S REPORT: Attorney Clifford Shepard** – Met with School Board Representative Karen Castor Dentel and the Assistant School Superintendent along with the Mayor and Mr. Presley, Rep. castor Dentel would support the donation of the property (Hungerford Property) if it was legal, Their attorney believes it is not legal, further discussion and research is being done with a recommendation for school Board to seek an opinion from the State Attorney General.

**TOWN COUNCIL REPORT/DISCUSSION ITEMS-**

**Councilwoman Wanda Randolph** – Congratulations to Chief Murray; gave information on blue recycle bins not available on Bethune Drive, Park Place, and Tony Street (working to get bins on those streets), rain and flooding issues in Catalina due to the last hurricane, some have had damage, request report on the ditch/pond (looking into cleaning and pumping some of the water down), requesting for staff to look at the job requirements to ensure everything is in order; inquired about the Eaton Street water break, the Code Enforcement Officer status (completed training and pending scoring results), Code Enforcement Officer has started implementing the citation process and currently pursuing several cases within the town that will come before the ), Code Enforcement, gave invitation to all to attend the Tinkled Pink breast cancer awareness event on Saturday, October 21<sup>st</sup>, from 10 am – 1pm.

**Councilman Theo Washington** – Acknowledged Mr. Murray appointment; with the School Board Property, we should start working on plans, renderings such as an amphitheater, football fields, green space, commercial upfront, add pictures to the property to showcase what we want.

**Councilman Marlin Daniels** – Condolences who have lost loved ones, Congratulations to Chief Murray, Domestic Violence awareness month, breast cancer month (Get checked); inquired about status on impact fee, have submitted all the documents to the Florida World Order for our capacity study, a feasibility study was done, but still have to do the actual impact study. We won't hold up projects if they're presented before us. Inquired about the study dealing with personnel and salaries (Not started pending quotes); continue to be transparent and have collaborative moments.

**Vice Mayor Rodney Daniels** – Acknowledged and congratulations to Mr. Murray appointment; request for information on the next Stakeholder's to be sent out; Eatonville flag needs replacement; October is breast cancer awareness month (men and women get checked).

**MAYOR'S REPORT**

**Mayor Angie Gardner** – Acknowledged Chief Jenkins for staying beyond his desired time for retirement and congratulations to Chief Murray; Art should Shock, the art project was more than just a project to Jeffer. He's an urban planner who was given relics from the town he came back with this as an art concept. With efforts to erase our past, why not make our past big? And the shackles are large as you sit on them, one is closed representing slavery, the other one is open representing the town that Freedom built, the pole is 188.7 feet tall. Everything about it, has a meaning behind it; (Hungerford) Sometimes it's just a matter of discussing with the lawyer what we think we deserve; Thank you Mrs. King for being diligent. You have a lot of great things going on. Thank you, Attorney Shepard and thank you Mr. Pressley, I appreciate the work that you're doing and for everyone else.

**ADJOURNMENT** Mayor Gardner Motions for Adjournment of Meeting; Moved by Councilman Washington; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:54 P.M.**

**Respectfully Submitted by:**

**APPROVED**

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

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA REGULAR COUNCIL MEETING MINUTES

Tuesday, October 17, 2023 at 7:30 PM

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

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

## CALL TO ORDER AND VERIFICATION OF QUORUM:

Mayor Gardner called the meeting to order at 7:31 p.m. and a quorum was established through roll call by Mrs. Veronica King

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

**STAFF:** (5) Demetrius Pressley, **Chief Administrator Officer**, Veronica King, **Town Clerk**, Ryan Knight, **Town Attorney**, Stanley Murray/Joseph Jenkin, **Chief of Police/Deputy Chief**,

## INVOCATION AND PLEDGE OF ALLEGIANCE:

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

## APPROVAL OF THE AGENDA:

**Mayor Gardner Motions** to approve meeting agenda; Moved by Councilman M. Daniels; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES. (Rescinded Motion/Actions).**

**Mayor Gardner Motions** to approve meeting agenda moving Consent item #2 to Council Decision; Moved by Councilman M. Daniels; Second by Councilman Washington; **AYE: ALL, MOTION PASSES. (Rescinded Motion/Actions).** *\*Please Note: This action was done prior to approving the consent agenda\*\**

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

**Louissteen Cummings** – Inquired on how to get a resolution when losing a loved one. Can you put something in the mail? (currently on website, bulletin, word of mouth, and can possibly go out in the mail with a robo call).

**Ryan Novak** – Support shutting down the Main Street for town events for MLK, Founders Day, Zora; other concerns mentioned: speed bumps, pickleball, potholes; Thanks to all, been coming for almost two years and have been impressed every one of you in how you challenge one another, work together.

**Angela Johnson** – Recommendation: Consider for post office a physical address with suites; expressed thanks for the Stakeholder’s Meetings and the voices being heard (resulting in the removal of the three structures on Hungerford property); Ask for continued support. We will be having our first annual trunk a tree event on Sunday, October 29th from 2 to 4, those who live in and outside Catalina Park come decorate your car, contact either myself or Adrian Hewitt here and connect with us on social media platform. You can donate two large bags of candy. Confirmed time from 4-6 pm.

**APPROVAL CONSENT AGENDA: Mayor Gardner Motions** to approve the consent agenda approving (Items 1, 3, 4) Town Council Meeting Minutes for September 19, 2023, Resolution 2023-20 Reappointing Two Individuals To The Planning and Zoning Board, Resolution 2023-21 Reappointing Two Individuals To The Board of Adjustment); Moved by Councilman M. Daniels; Second by Councilman Washington; **AYE: ALL, MOTION PASSES.**

**COUNCIL DECISIONS:**

Approval of Town Pool Facility Improvement and Purchase of Pool Equipment. The quote provided is for replacement of motor, the remaining amount to be used towards the facility upgrades: painting and bathroom issues. There are some donations provided for this project. This is brought before council to approve staff to proceed in the purchase of motor. **Discussion:** Companies are local on the business list. The preferred company is graciously offering pro bono services to assist us with the restoration of this pool, quotes were requested from all. (Randolph) Have concerns that the recommendation is not the very favorable choice, other than the pool needing repair, what other needs are there at the facility, such as the bathrooms to include the building that's on premises, there has to be more than just the pump that is need of repair. (Pressley) Through public works and recreation, items needing repairs and attention have been discovered and the health department have done an assessment. There is a list of items to be done in order to meet the required standards for approval. (Washington) Recommends demolishing the old pool and investing in a new pool with an aquatic center instead of spending \$14,000-15,000 to repair old pool. (Pressley)Previously, Council gave direction to proceed in getting the pool open and staff has been working towards opening the pool. There is funding through Orange County CDBG for repairs. Upon approval with parts in place, it will take between six to eight weeks to have pool open. Mayor Gardner Motions Approval of Town Pool Facility Improvement and Purchase of Pool Equipment; Moved by Director M. Daniels; second by Vice Chair R. Daniels; **AYE: Councilwoman Randolph, Councilman M. Daniels, Vice Mayor R. Daniels, Mayor Gardner; NAYE Councilman Washington; MOTION PASSES.**

**REPORTS:**

**CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley** – Had a successful Stakeholder’s meeting discussing the recovery plan. Projects have been identified and goal is to implement a plan and seek federal grants for fud projects. There is a Thanksgiving event being planned (information forthcoming). Christmas on the Boulevard will be around December 20<sup>th</sup> or 21<sup>st</sup>. On October 11th, there was a story regarding funding from FEMA from Hurricane Ian, there was flood damage, structural damage to certain facilities and residential properties. The story was about whether the town had received federal or state funding or grants from Hurricane Ian. The answer is no. However for clarity, there is a local mitigation strategy team that every county has. Each municipal government is supposed to sign a resolution from council to be included and eligible to receive those state and federal grants. At that time, the town did not participate. Council has received a memo stating that we are working with a team to make sure we can address this properly. As of July 13th, the town have sent a resolution to be a part of the local mitigation strategy team. Opportunities for grants whether state or federal, the town has the eligibility to be considered and have since received information from the county regarding additional funding from the community development block grant, disaster recovery in the amount of \$219 million that is accessible within the county. Projects have been sent in for consideration that includes the public facilities specific to right of ways and stormwater. There is opportunities for the community to submit information for residential issues that may have occurred from Hurricane Ian. That information is on the county's website, in the lobby and provided during the meeting (Stakeholder’s Meeting), also putting together a time for residents that need assistance to sign up or review during certain days throughout the week.

**TOWN ATTORNEY’S REPORT: Attorney Ryan Knight – No Report**

**MAYOR’S REPORT**

**Mayor Angie Gardner** – The statement made on television was based on a question regarding grant writing not specific to Hurricane Ian. I want to make it clear regarding the statement that I made was based on preemptive measures. The statement made was not malicious and was based on preemptive measures that would have ultimately mitigated any future storm, storm damage as well as current needs of the town, regardless of funding source and funding availability. I support the statement that Mr. Presley gave in his report with hopes that we can move on. An apology was provided if anyone was offended. Happy Birthday to Mabel Hall (100 years old today) and the birthday party was beautiful. Movie night was great. Condolences to the Burns, Glover, and other bereaving families in the community. Thanks to Mr. Pressley and staff for coordinating the Stakeholder’s meeting. The first meeting in November, Jeffre, the artist may do another presentation on the I 4 Ultimate Project. Appreciate everything Puff & Stuff has done for the town over the years.

**TOWN COUNCIL REPORT/DISCUSSION ITEMS-**

**Vice Mayor Rodney Daniels** – In favor of post office remaining open with hopes that it can operate with the funding that Labor has given, kudos to Councilwoman Randolph for holding us accountable to for every dime. The zip code has been a desired option explored in the past but was not able to be done at the time due to the cost. The Zora Festival is a historic stable in the town and should be a partnership where both the Zora Festival and the town can both thrive and benefit from. It has dwindled down and needs to be reassessed. To determine how we get it back to where it was through partnership with the Town. Extending invitation to come out to the Veterans Day Event November 11, 2023, 11am in partnership with Post 331 with Commissioner Regina Hill as speaker, there will also be a chorale to sing the National Anthem (food will be provided). Have concerns about the news report, but will wait for opportunity to speak on it.

**Councilman Theo Washington** – Condolences to Glover and Burns families with hopes that the families received resolutions. Still say we need to do something new with the pool. If we can find money for the pool, we can find money for the post office.

**Councilman Marlin Daniels** – Condolences to all the families that have lost loved ones. Zora Festival - I am very acceptable to culture, because of black information/history, questions have to be asked publicly for information and clarity purposes. It is breast cancer awareness month, we need to push for people to go out and get checked especially in the African American community, (both men, women, to include young people); it is also domestic violence awareness month, check and love on people, continue to love on people. There is lots of money available but we must push collaboration with our local and federal elected officials, there are resources, opportunities, but we need to get out and have the necessary conversations. There's money coming that deals with the CARES Act and on the federal level. We must love people over politics. As a Councilman the money received goes back out, it's about the love of our community. Thanks to Mr. Pressley for the memo that went out, and thanks to the Mayor for her comments referencing the article. Must be slow to speak. For the record, the resolution never came to this council. During that hurricane, I rode with the police officer to see what was happening. Never was I trying to stop funding from going to Catalina Park or for any money that could help this community.

**Councilwoman Wanda Randolph** – Keeping the bereaved families in prayer. We need to resolve the HostDime issue, do we have information (attorneys are working on this matter), information forthcoming. Inquired about the status on the special advisory committee, homeless ordinance (Maitland is addressing the homeless community beyond Eatonville’s boundaries), and the town logo. In Catalina Park, there is a

right of way issue on who is responsible for maintaining (cutting the grass) the right a way in front of a residential house, the owner, or the town (Mr. Pressley will review the Ordinance and provide feedback). Inquiring about the plans for MLK, the electrical box right passed the Chamber on the right hand side on the front street needs to be moved. There is a collaboration between the town for the Thanksgiving event planned for Monday, November the 20th at the Denton Johnson Center. In addition, Thanksgiving with Miss Kim will be held at the Denton Johnson Center for Eatonville residents to come out and get a free meal (she want to give something back to the community). There are pending agenda items that need follow up and follow through. We keep adding more new things, but we're not resolving some of the previous item (There is a list pending information in order to bring back to Council). The Stakeholder's meeting was very informative. To the newly appointed Chief, I would like to see installed a metal detector system to ensure a safe environment for everyone. Would also like to see more involvement with law enforcement and not for officials to be in stationary position of sitting. When people walk through the door and you're standing, you can better identify whether someone is a potential threat to themselves or someone else. Officers should arrive early for proper scanning purposes. In the case of an emergency, we need to make sure people know the evacuation route in the building. Inviting everyone out to the Tickle Pink Community Health Fair this Saturday from 10am – 1pm.

**TOWN CLERK: Veronica King** – Want to make an appeal to the council and residents, that we have board vacancies. The Board of Adjustment have two regular member vacancies and two alternate vacancies, Code Enforcement have a vacancy. Soliciting any recommendation from council. File Bank has our retention records in their possession and in the process of taking records through an inventory. If anyone has a need for a resolution of proclamation, please send request to the clerk's office. Information is on the website, went out in the last newsletter, and is located on the bulletin board outside the town hall.

**ADDITIONAL COMMENTS:**

**(Mayor Gardner)** On November 2nd at Life Center Church at 6:00pm, the newly appointed Chief of Police will be sworn in along with the Chief Administrative Officer and the Town Clerk. Please come out and support them. For Vice Mayor Daniels, on Thursday's agenda at CRA meeting, a V.A. Veterans Expo will be discussed. Because of the needs of the vets in the town, and the coordinating of the Veteran's Day event on Saturday, I'm going to ask you if you want to coordinate the expo since you might be already talking to them.

**ADJOURNMENT** Mayor Gardner Motions for Adjournment of Meeting; Moved by Councilman M. Daniels; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:25 P.M.**

**Respectfully Submitted by:**

**APPROVED**

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**Veronica L King, Town Clerk**

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**Angie Gardner, Mayor**





# HISTORIC TOWN OF EATONVILLE, FLORIDA REGULAR COUNCIL MEETING MINUTES

Tuesday, November 7, 2023, at 7:30 PM

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

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

### CALL TO ORDER AND VERIFICATION OF QUORUM:

Mayor Gardner called the meeting to order at 7:35 p.m. and a quorum was established through roll call by Mrs. Veronica King

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

**STAFF:** (7) Demetrius Pressley, **Chief Administrator Officer**, Veronica King, **Town Clerk**, Ryan Knight, **Town Attorney**, Stanley Murray, **Chief of Police**, Katrina Gibson, **Finance**, Valerie Mundy, **Public Works**, Cobbin McGee, **Planner**

### INVOCATION AND PLEDGE OF ALLEGIANCE:

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

### APPROVAL OF THE AGENDA:

Mayor Gardner Motions (2<sup>nd</sup> Motion-1<sup>st</sup> Motion was rescinded) to approve meeting agenda adding presentation from the 6:30pm workshop by Studio Jefrë, LLC, To Design, Fabricate, Install and Construct I-4 Ultimate Art Project, adding the citizen participation from the 6:30pm workshop, **tabling** item #2 (Organizational chart), and moving items #3 (Agreement with Jefrë, LLC) and #6 (New Purchasing Policy) from consent agenda to Council Decision; Moved by Councilwoman Randolph; Second by Councilman M. Daniels; **AYE: ALL, MOTION PASSES.**

### PRESENTATIONS AND RECOGNITION

- **Presentation** by Studio Jefrë, LLC, To Design, Fabricate, Install and Construct I-4 Ultimate Art Project; the I-4 Ultimate Project came with one and a half million dollars that was paid to the different municipalities for the sole purpose of art, Mr. Jefrë is here as the artist that came to us from the county who had worked Jefrë along with other artists. He was presented to the Council who looked at his design and ideas. This is the second presentation. Jefrë introduced himself as an artist from Orlando for about 20 years. Have done numerous art exhibits in Los Angeles and Lake Nona. Presented in Paris and many sculptures are nine to ten stories tall and all over the world. Currently doing the world's largest heart, which will be ten stories tall. Won the sculpture for the city of Jacksonville, on the waterfront. The idea that public art, if done right, can become viral in a good way and help generate eyes and ears. Was selected by my country, the Philippines to design our icon, which is 28 stories taller than the Statue of Liberty. For Eatonville, it is not about how big you make it, it is really about the story to share, want people to tell the story of the town that Freedom built in 1887 honoring and extending legacy and remembering and recalling what was here before. Although times have changed, times have not really changed emphasizing the point that we all can be equal. The idea

highlights the word freedom along I-4. This this sculpture is in the air and says freedom. This is not just a concept. It is 1887 inches tall, which is 157 feet. Art is about storytelling. Some of the money will be used to talk about the town that Freedom built, how the sculpture is being made, and how the people of this community make it what it is, which is a part of the art process. Because I work in Paris, L. A. and New York, I have met people who can help raise awareness of the town. **Discussions:** (Randolph) Concerned that the art does not reflect town (the town was not in shackles and the people were free) As an artist, my job is to work with the city and the council to figure out what the appropriate story will be. This art is an artist's interpretation of the idea of freedom. It is a metaphorical thought about what freedom was and was not. There are many variations of the idea. This is the first pass of an idea. As we move forward with an approval, the next step is the concept of designs by working with the community to design what is desired. It will take time, thought, and community support to get there. To start that process, the agreement is needed to proceed forward. Through a few stakeholder meetings and so forth, we can get to a final design. (Jefrè) Everything done up to this point has been on my own time and pro bono without a contract. Later in the contract, I waived the artist fee with time donated to this project. There is usually a 50 percent artist fee on the budget. The deadline was June 2022. (Mayor Gardner) After realizing what the \$180,000 check was for and that we were under the gun to make sure we could use the funds before giving it back, the county was able to help us by providing names of artists including Jefrè with which they had already worked. (Washington) The funds were more than \$180,000. It was \$220,000. \$47,000 was used for something else. (Pressley) The recommended location is Wymore and Kennedy on the Hungerford property, for which an easement can be given to do this art. The town's infrastructure would be considered, and the art will be placed behind the easement for safety purposes. (R. Daniels) The water tower is a beacon of Eatonville, have consideration been given to placing the light and the word freedom on top of the water tower to create the appearance and height desired? (The Water Tower is an historic element to the Town of Eatonville and creates another iconic moment for the town. Cities have more than one element to come, see, and be a part of. (M. Daniels) When changing the landscape of the town, it needs to have input from the citizens. (Jefrè) Having already spoken with the mayor and others in general from the city, also an artist, doing research, development and interpretation while working with community back and forth is part of the process. If stakeholders or anyone you want me to speak to as we move into this process, that is where we start talking to individuals. The purpose is to test the idea. This might not be the right solution, but this is starting somewhere. If the council approves moving forward, the artist will have the ability to set up meetings with staff and the community. (M. Daniels) There should have been multiple designs with multiple artists who would have given their input. (Randolph) An idea that reflects founding significance of the Town of Eatonville addressing Eatonville given attention of the signing of the charter, which happens in St. Lawrence A.M. E. Church. Also, the three men that made this town to be where it is, who laid a foundation to follow were with Josiah Eaton Lewis Lawrence, and Robert Hungerford. Would like to see more of how the town was founded. (Washington) What you like might not be what someone else likes. This is why teams sit down and do projects. Let him do the project. (Pressley) The purpose today is to get the presentation, an idea. There will be meetings for input to figure out how it comes together. Everybody's points are valid. The idea of listing a mission and goals of what should be accomplished should be on the checklist. (Jefrè) My role is to manage the process, create the concept, keep the vision, and then figure out the right people to put it together.

- Mayor Gardner read the proclamation Recognizing Week of The Family November 4 - 11, 2023. The mission of the week of the family is to strengthen family relationships through education, wholesome activities, fitness and community service.

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

**Lavonda Wilder** – Was not present when called upon.

**Louissteen Cummings** – Was not present when called upon.

**Frazier Vincent** – Concerns with Cataline Park not being able to park and fish in the lake, want to know why. Because people are. I there is no parking when the park is full, where do we park to get to the park or to go to the lake and to fish? Feel like privileges are taken away; need bathrooms in the park, little girls and boys are having to go behind the tree to use the restroom. Directed to contact the clerk, to provide contact to further reach out and to discuss a resolution.

**Kevin McKnight** – Expressed concerns and desires for restrooms in the park, water fountain, broken sidewalks (can trip and fall), and improvements in the play area.

**LaDwyna Jordan** – Was not present when called upon.

**Ryan Novak** – Spoke out against automated traffic racketeering and safety devices. A report from the Florida Department of Highway Safety and Border Vehicles, as recently as 2022, for the five years preceding, found that automated traffic control devices, especially intersections with red light cameras, following their installations, there was an increase in the following crashes. While it is legal in the state of Florida for these cameras to be issued, make no mistake, they are unconstitutional. Thank you to the veterans who have served. I appreciate your service and thank you for defending our constitutional rights.

**Angela Johnson** – Spoke on the orange stripping being done throughout the town would like clarity on what are the marking for; concerns about the reimbursing HostDime \$200,000 as stated in the contract, which means that there is an upholding of one section of the contract and not section eight which speaks to the project completion for sale, there needs to be clear documentation, clear comments tonight on rather the funds are the towns or the CRA funds, How significant is \$200,000 on a scale of \$58 million? Would ask that you please take that into consideration when you're making your vote tonight; representing Catalina Park and the community group wanting to sit down and figure out the best course for the park safety and availability to all citizens for all residents (inoperable water fountain, no restrooms, and available fund to work together).

**APPROVAL CONSENT AGENDA: (Item #2 was tabled and Items #3 & #6 were moved to Council Decision) Mayor Gardner Motions to approve Consent Agenda** approving of Funding Agreement between the Town of Eatonville Metroplan Orlando (MPO) FY 2023-2024, approving the Surplus of Two Vehicles, and approving Agreement between The Town and Fred Fox Enterprises, Inc. to perform General Administration Services for the CDBG-MIT; Moved by Councilman M. Daniels; second by Vice Mayor R. Daniels; **AYE: ALL, MOTION PASSES (Item Tabled)**

**COUNCIL DECISIONS:**

Approval of Agreement with Studio Jefrè, LLC, (Jefrè Figueras Manuel) To Design, Fabricate, Install, and Construct I-4 Ultimate Art Project. Mayor Gardner Motions (2<sup>nd</sup> Motion-1<sup>st</sup> Motion was rescinded) Approval of Agreement with Studio Jefrè, LLC, (Jefrè Figueras Manuel) To Design, Fabricate, Install, and Construct I-4 Ultimate Art Project.; Moved by Councilman Washington; second by Councilwoman Randolph; **(By Roll Call) AYE: Councilman M. Daniels, Councilwoman Randolph, Vice Mayor R. Daniels, Councilman Washington, Mayor Gardner; MOTION PASSES.**

**Discussions: (M. Daniels)** The reason for my vote was because the community should have input. (Randolph) In agreement that we should go forward with the project. Not an agreement of the type of project that is being presented to the town. The agreement states that the owner will work with the artist to develop a design. A design pursuant to the agreement is not set at this point. If approved, we as a group, as a town, all of us can come up with a compromise in which everyone would be satisfied. The water tower idea can be explored and determined if it makes sense or not. **(1<sup>st</sup> Action/Votes Rescinded).**

Approval of Resolution 2023-22 Adopting the New Purchasing Policy. Mayor Gardner Motions Approval of Resolution 2023-22 Adopting the New Purchasing Policy; Moved by Councilman Washington; second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES**

Approval of Approval of HostDime Reimbursement. Mayor Gardner Motions (2<sup>nd</sup> Motion-1<sup>st</sup> Motion was rescinded) Approval in moving forward with HostDime exploring an agreement that is fair for both parties when reimbursing for utilities and right away infrastructure improvements; Moved by Councilman M. Daniels; second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES (Comments)** – Councilman M. Daniels request for tax implications/projections. **Discussions:** (Gardner) One of the concerns should that construction stop when it is at the end of the construction. We should ensure it is complete. If we are to give \$200,000, the town must protect itself. We cannot give \$200,000, on an old agreement. There needs to be a new agreement that is going to benefit the town. The request tonight was to get direction from counsel to proceed forward with the reimbursement up to \$200,000 towards the HostDime project. Documents have been received of the work in the categories for that \$200,000 with invoices of completion. If it is the desire of the council to proceed forward, the funds will be pulled from the reserve. A new agreement will be set in place with HostDime on the stipulations of how to proceed with the item to be brought back to Council. For clarity, nothing has started with the underground utilities. (Legal) Concerning to the reimbursement that is verifiable third-party cost and expenses to the owner, there is a provision where any other contribution used to reimburse the owner for utility improvements shall be used to reimburse the owner for the entrance road. (The portion for the utility was over the \$200,000 with the right of way improvements. Pending information that is incomplete. It is a matter of how to move forward based on legal’s direction as to if we want to proceed with it from our town budget. CRA funds cannot be used. This vote is to move forward in preparing an agreement that works for the town and for HostDime. What is the tax implication of this \$58 million? (Finance will bring back to council projections on tax implications.

**REPORTS:**

**CHIEF OF POLICE: Stanley Murray** - Gave a 100-day update. It is an honor to serve this town and thank you for support. **UPDATES:** Met with each officer individually, then met as a group to speak to their value, their importance and necessity to the community with an understanding of their real role; created three divisions (a patrol division with a lieutenant, an investigations division with newly promoted lieutenant, also a community relations division); meeting with public works and some residents about ideas to address the Catalina Park issue; implemented the signage to reinforce the rules (the citizens to know what is accepted); looking into upgrading the tasers/use tasers with ongoing testing through a grant; continuing a lot of community connections and will begin visiting places of worship; connected with school by attending Hispanic Day, will receive training in the summer with School Resource Officer (SRO); looking to have three new Reserve officers, will have consistent training in the areas of dealing with an active shooter or mass casualties to include hurricanes among other things; looking to have a records and evidence audit; in need of new vehicles; emphasized the importance of uniforms (how you present yourself); the goal is for officers to get out into the community understanding how to present themselves in addressing issues together (nothing personal); emphasized the importance of minimal noise in the council meetings due to recordings and public viewing; want to ensure security around the building (Town Hall); working with public works director to address the water areas including the tower.

**TOWN CLERK: Veronica King – UPDATES** - FileBank is in the process of doing our inventory, we are still on the timeline for completing that process by January of 2024; the chamber project-monitors have been installed with complete installation this week installing a third monitor (improving technology with digital and wireless capabilities), with needed training, we are expecting to fully launch no later than the first council meeting in December; as a reminder the election in 2024 will be March 19<sup>th</sup> due to the Federal Presidential Preference Primary, for seat numbers four and five. The Supervisor of Election deadline is set for December the 12th, the qualifying period is November 10th through November the 17th, starting this Friday at noon to the following Friday at noon. Qualifying assessment fee is \$200 for qualifying fee plus 1 percent of the annual salary of that seat. Packages are available for anyone running for a council seat. If interested, feel free to reach

out to the clerk's office. Part one of the package will explain what the requirements are to run a campaign for this election; acknowledging Vice Mayor in reference to the Robert's rule indicating a silence means yes. (For the sake of the subject at hand, we did a roll call on the initial vote, so another roll call was conducted for the proceeding vote; clarity was provided on the election qualifying period (date was changed by resolution which also indicated the qualifying period.

**CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley – UPDATES** – Projects: the roof/HVAC projects are starting as of today the roof to be complete by early December and end of January for the HVAC, the Kennedy streetscape, landscape and irrigation improvements has started, when the roof is complete, metal will be put on the side and will require painting around the building, silk coating the parking lot is taking place; had a meeting over at the Unity Credit of Eatonville; Christmas on the Boulevard is coming up in mid-December, there will be containers in different places, at our Denton Johnson and Town Hall lobby for those who would like to donate toys (More information forthcoming); there has been and will be additional meetings with the school board (Hungerford Property), will present back the full report to keep the council updated, our attorneys have met with the attorneys from the district school board district and working on resolutions to present back, will meet with P.E.C. to discuss their status with their lawsuit; thanks to those who supported the swearing in of charter officers; there was a water main break that took place on October 31<sup>st</sup>, an email was sent to Council to report the new standard operating procedure (SOP) along with the incident report from that water main break, several companies are trying to place Fiber optic in the right of way, this contract had nothing to do with the HostDime. The Public Works Director has spoken with other municipal governments that are having problems with the installation of Fiber optic, not properly inspected, or addressing quality control, we are working on something in house through the public works department to ensure isolation of valves and to create a better streamline process to contractors when they are installing Fiber optic in the ground, accommodated some of events that were taking place due to Halloween (the Public Works Director did what she could to make sure that it was done properly), in that report you can see the details and the reimbursements that will come back to the town as well as the payment for that project.

**TOWN ATTORNEY’S REPORT: Attorney Ryan McKnight** – No report - will get to work on the HostDime reimbursement agreement; meetings pertaining to Hungerford are scheduled for next week and will provide updates.

**TOWN COUNCIL REPORT/DISCUSSION ITEMS-**

**Councilman Theo Washington** – Welcomed the Chief of the Police and acknowledged the official swearing in officers; need to make Catalina Park one of the state of the arts parks in this community (There is money to get it done); the Cataline Park trunks of treats event was successful (congratulations to the town for winning); We need to make things happen (let our citizens see something that we have done) in our infrastructure, the meetings (with school board), improving Kennedy Blvd (streetscape) and fixing the water tower, the buildings, and our parks.

**Councilwoman Wanda Randolph** – Good meeting tonight, very productive; congratulations to Chief it was beautiful ceremony at the Life Center Church; there is an eyesore at the corner of Wymore Road and Kennedy Boulevard (tall sign for the school board); there is a utility box (looks damaged between the chamber and Mrs. Kim’s (right hand side, needs to be removed); still waiting on several requests (records); need to do better job communicating correct information in a timely manner; concerned as to items being placed on the agenda (If an agenda item originated from a person and it requires administration to do further research to bring it back to council, that item may be brought back by administration as a way of providing an update. So, it may originate with the council but in return may be brought back by administration with needed updates from any request asked at a previous meeting. Agenda item is put on the agenda by the staff as well as by the council members. If a council member and the administration both submit the same agenda item, typically whoever submits the agenda item first will be assigned to the agenda; spent a day with the National Trust who came to

Eatonville, we went to Mayor Deming’s office, they are going to work with the town, the town council, the mayor, and Mr. Pressley about helping to assist with the needs of the town (government/community); requested for Ms. Mundy to give a little summary about the right-a-way and information sent today. (Mundy) there have been two water main breaks attributed to Fiberoptic directional drilling hitting our water mains and the delicate water main system. Because we have a new data center coming it will produce data wires, and there will be an onslaught of fiber needs for the town, we do have a new internet service provider trying to provide fiber to the homes. In future, we should have a discussion on goals, because of laws, we cannot stop communications lines from coming through the towns, however, expenses need to be covered, and need to ensure all kinds of waivers are signed before contractors come into our right-a-way. We are working with legal to make sure that we can have bonds, hold harmless and all other items to protect the town to avoid the expense of all of these internet fiber lines coming through the town, There is a contractor in partnership with Black Rock and AT&T proposing fire to the homes throughout the town. It is prevention and accountability making sure that contractors are doing their diligence in getting the ground penetrating radar, making sure that they are not running through the town and accountability when they do hit a line, they will know in advance what they are going to pay. A future workshop might be of help for all of us to understand what we are dealing with; we are working on a program that will ensure isolation of valves. Valves have not been exercised in about five years. The goal is to make sure things are operating and we can protect our system for what is to come. (Councilwoman) Want to make sure that we are getting our fair share as far as being inconvenience, are we fully assessing the damages, and the cost to the town, including the overtime that employees have put in for a day and a half? (the email with incident report reflects what is being collected back to the town and from the contractor); The annual Thanksgiving celebration community drive thru is on Monday (11-20-23) located at Denton Johnson Center and Mrs. Kim is giving a Thanksgiving Feast on that Wednesday (11-22-23) starting at 12 noon, appreciate all the support from the town, the mayor, the C.A O., and Mrs. Katrina. If you are an Eatonville resident, we have turkeys (first come, first served). A lot is provided by one of the foundations that worked with the Will the new light polls on Kennedy affect the widening of the road (It will, but the county have not acquired the additional right away for that area); commend Chief for the police presence during Halloween; need to do a better job on notifications, How can we get the updated robo calls and text? Must identify better ways of putting information out, creating key phone numbers (Ms. Mundy is working on several options to include signage, door hangers, the phone tree based on information given by the community); thanks to all veterans; on November 16th in the town, a group in partnership with the chamber will host the Power to the Ballot, a national campaign launch. They will kick off the classic weekend and bring 30-50 national and Florida organizations to help push the ballot. There will be a press conference on Thursday, November 16<sup>th</sup>, 10:30 – 11:30 a.m. located in front of the chamber with national media coverage by coming to the oldest historic black town in America, the council and everybody is invited, from 12:00 to 2:00 p.m. there will be a fireside chat discussing issues within the African American communities, from 4:00 p.m. to 6:00 pm. They will go out to the community to educate people on benefits and different things.

**Vice Mayor Rodney Daniels** – (HostDime) This matter should be at the forefront with legal involvement, request update on where we should with the HostDime project, unacceptable to put it off; (I-4 Arts Project) would like to see another perspective, maybe something with the water tower or something in the middle that would best represent; did a great job addressing the lights on the west side, the eastside (by St. Lawrence)still needs to be addressed (lights are on in the daytime), maybe we can cut off lights to save the town some money; Do we need to boil water, should get something out; apologies for not making the oath ceremony due to schedule change, would like for it to continue; kudos to the chamber for the bike safety event on Saturday, on behalf of C3 of the historic town of Eatonville and the Universal Kings and Motorcycle Club who bought hot dogs and purchased a bike with helmet for kids, helped about 30 people old and young; also kudos to the Life Center church, had an awesome time; was there for photo opportunity instead of bike rides for liability reasons; To Mrs. King, thank you for the awesome job on resolutions, turning them around on short notice for Commissioner Hill. Commissioner Hill was going to speak at the veteran’s program but overcommitted (She will still receive the resolution); thanks, the police officers for scanning ensuring sure a haven here in the

council chambers. The Veterans' Program will take place Saturday at 11 a.m., at 10 a.m. the officers will clean the graves and provide flags, the ceremony at 11 a.m. will consist of sayings from the posts, the national anthem sung by LANES (led by Ms. Lisa Williams), come out and support the veterans. Chief Murray was recommended as the speaker for the veterans' program (Chief Jenkins confirmed his interest and availability).

**MAYOR'S REPORT**

**Mayor Angie Gardner** – Welcome Chief; all the events around town were nice. Happy anniversary to Pastor Critton for 18 years at Beth Tehillah; to all the veterans, thank you, thanks to Mr. Pressley and staff for everything that you are doing, it is making a difference and improving; Did I sign the proclamation? (Clerk) a resolution for the veteran's event is historically provided. Thank you, council, for moving forward with the art project; condolences to Pastor Critton and family, Miss Mayola Jones, Heidi Castile, please keep them in your prayers.

**ADJOURNMENT** Mayor Gardner Motions for Adjournment of Meeting; Moved by Councilman M. Daniels; Second by Councilman Washington; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 9:39 P.M.**

**Respectfully Submitted by:**

**APPROVED**

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

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**Angie Gardner, Mayor**



# HISTORIC TOWN OF EATONVILLE, FLORIDA REGULAR COUNCIL MEETING MINUTES

Tuesday, November 21, 2023 at 7:30 PM

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

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

### CALL TO ORDER AND VERIFICATION OF QUORUM:

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

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

**STAFF:** (5) Demetrius Pressley, **Chief Administrator Officer**, Veronica King, **Town Clerk**, Clifford Shepard, **Town Attorney**, Officer Boone, **EPD Police**, Katrina Gibson, **Finance**

### INVOCATION AND PLEDGE OF ALLEGIANCE:

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

### APPROVAL OF THE AGENDA:

**Mayor Gardner Motions** to approve meeting agenda moving all consent agenda items to Council decision; Moved by Councilwoman Randolph; Second by Councilman M. Daniels; **AYE: ALL, MOTION PASSES;** Mrs. King confirmed voting results through roll call per the Mayor’s request.

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

**Angela Thomas** – Returning again expressing concern about the gras, it is still knee high and asking for someone to please cut that grass.

**Charles Bargaineer** – Seeing issues pertaining to active construction with no permit, loitering on vacant property; inquired about if ode Enforcement exist and if the officer is certified (not required beyond basic training) and if officer is taking the truck home (no, truck is parked at town hall). Mr. Pressley will follow up and get back with updates.

**Angela Johnson** – Spoke on the org chart and the compensation; request that there be an approval of classification and compensation study; concerning AP and processing, are we behind with EFT payment guidelines, do we have an audit issue where we’re still signing checks; when will the code enforcement board be active? Are you waiting on a magistrate or can things start happening (see activity without permits); also asked about if the alternate Code Enforcement board member will be brought forward as a regular board member due to the vacancy.

### APPROVAL CONSENT AGENDA: No Action Taken (Items #1 and #2 was moved to Council decision)



## COUNCIL DECISIONS:

Approval of the Town of Eatonville Organizational Chart. **Mayor Gardner Motions** Approval of Organizational Chart; Moved by Councilwoman Randolph; Second by Councilman Washington; **Discussion:** There is requested information that is pending; the requested information has not come back from the appropriate departments in order to close out that request). **AYE: Councilman Washington, Mayor Gardner NAYE: Councilwoman Randolph, Councilman M. Daniels, Vice Mayor R. Daniels, MOTION FAILS**

Approval of Master Agreement for Contractual Planning Services. **Mayor Gardner Motions** Approval of Agreement for Contractual Planning Services; Moved by Councilman Washington; Second by Councilman M. Daniels; **Discussion:** Paid \$32,000 to Active Plan Studio last year, recommending the \$40,000 to cover the updates needed for the comprehensive plan and zoning to include complex matters, in house Planner 1 covers the day-to-day operations. The contractual services will be task ordered from the town to move forward. Current Planner 1 is making \$55,000 and the contractual services is up to \$40,000. Based on the level of service and the workflow, this is the best option for the town; the Pass Through Ordinance if applied appropriately can underwrite the cost for planner and legal services; **AYE: ALL, MOTION PASSES.**

Approval of Resolution 2023-25 Authorizing the Mayor, Vice Mayor, or the Chief Administrative Officer to Electronic Signing Account Payables Checks. **Mayor Gardner Motions** Approval of Resolution 2023-25 Authorizing the Mayor, Vice Mayor, or the Chief Administrative Officer to Electronic Signing (**Preamble Read**); Moved by Councilwoman M. Daniels; Second by Vice Mayor R. Daniels; **AYE: Councilwoman Randolph, Councilman M. Daniels, Vice Mayor R. Daniels, Mayor Gardner NAYE: Councilman Washington; MOTION PASSES**

## REPORTS:

### CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley

Thanks to staff, grants coordinator has started this week (Ms. Johnson); It was a Duke Energy contractor that is working within an Orange County permit who hit a water main line in the town, permit was for Wymore but the line that was hit is on Kennedy, Orange County as well as the contractor and staff are working diligently to fix it, there will be a boil water alert issued, .

**TOWN ATTORNEY’S REPORT: Attorney Clifford Shepard** – No report; acknowledged gratitude for the year plus long relationship of working with the town, grateful for the opportunity to serve and I look forward to continuing.

**TOWN CLERK’S REPORT: Veronica King** – FileBank is in the process of indexing the town’s records, looking forward to staying on task with our timeline. The town’s municipal general election is coming up March the 19, 2024 and we have completed our qualifying period, Seats four and five are up for election and information has been posted and available on the website. We are encouraging everyone to get out and vote.

## MAYOR’S REPORT

**Mayor Angie Gardner** – The food drive was phenomenal, thank you to Markel and his team, Second Harvest Food Bak, and St. Lawrence along with all volunteers and staff. Thanks Councilwoman Randolph for spearheading and former Mayor Cole, it was a great event for those in need. Acknowledged Rev. Critton for 18 years anniversary. Thanks to staff for all the improvements, response rate, the response time when that break happened,

**TOWN COUNCIL REPORT/DISCUSSION ITEMS-**

**Councilman Marlin Daniels** – Let's continue to keep loving on people and lifting them up in prayer. In response to the water break, expressed concerns on information getting out, the updating of the robo call list/text messaging; inquired about the challenges with water pipe isolations (aging pipes not working properly, need a proper asset management map to locate locates), it will cost about \$35,000 to address the issues with the valves (to exercise and locate valves), does not include valve replacement, funds are available. The ARPA money was for infrastructure and should move forward. Bonds have been put on the right of way permits to include prerequisites as far as inspections. This will help to address companies should something happens and how we can address the matter. (Angela Thoams) A non-ad valorem will provide the needed money.

**Councilman M. Daniels puts motion of the floor to** Approval up to \$35,000 with agreement to proceed forward with the valve isolation and identification program. **Discussion:** Mr. Pressley would like to use the ARPA funds along with the \$40,000 currently in budget for this matter. Ms. Mundy is currently working on the pricing and the scope of work. Will need to identify matching grant funding for the replacement of the valves (\$7,000-\$10,000 per valve for full replacement), there are about 56 valves currently identified on the map already. Moved by Vice Mayor R. Daniels; Second by Councilman Washington; Motion Restated: Mayor Gardner restated with clarity the motion to approve up to \$35,000 for the amount and for the process needed to expend the funds, to include entering an agreement without being brought back to council as long as we go through the process; **AYE: ALL, MOTION PASSES.**

**(REPORT CONTINUES)** Need to move on Code Enforcement; Thanksgiving event was a success; want to do a recognition of Non-profits with proclamations; Great job to Chambers for voting event, need to look into out sustainability and recycling programs, inquired about an update on the meeting pertaining to Catalina Park (Mr. Pressley will follow up), requested for financial report.

**Councilwoman Wanda Randolph** – Thanked everyone, the Town of Eatonville, staff, public works for support and participation yesterday (Thanksgiving Food Drive); special thanks Magic Foundation, Mr. Markel Fultz; Inquired about the \$2 million grant (funds awarded but no funds have been released), request status for next meeting, updates on **Hungerford Property** (By Legal: the law professionals have been contacted for face-to-face meetings and a strategy has been developed to present unified front that would make effort to resolve the lawsuit and convince the school board attorney to give it up the property; inquired about the funds for the drum corps (this is same funds being used for the I-4 Ultimate Art Project), inquired about status the pool, sidewalk project (working on the schedule for when that work will take place), HostDime status (Attorney is to give direction on their thoughts and also do a new agreement).

**Councilman Theo Washington** – No Report. Happy Thanksgiving.

**Vice Mayor Rodney Daniels** – Is there a number for Code Enforcement to anonymously report issues (No such thing is anonymous code enforcement because you have allowed to confront your accusers and you can't do that if the report's anonymous.), Unable to attend both Thanksgiving events due to work commitments but heard of the success of both. The veterans program have a need for improvements with audio and with the event tents, thanks Chief Murray, public works, Ms. Jean, Post 331, and Mrs. King; Addressed a speeding issue with Chief Murray that needs attention (Kennedy during the afternoon), Rus

Handler is the individual who was over the funding for the drum corps (recommend former Mayor Core be allowed to come and make a presentation on this subject), the funds was used for started back the drum corps, something for the youth to keep them out of trouble; Awesome job to staff, looking forward to the monitors working.

**ADJOURNMENT** Mayor Gardner Motions for Adjournment of Meeting; Moved by Councilman M. Daniels; Second by Councilman Washington; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:34 P.M.**

**Respectfully Submitted by:**

**APPROVED**

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**Veronica L King, Town Clerk**

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**Angie Gardner, Mayor**



# HISTORIC TOWN OF EATONVILLE, FLORIDA REGULAR COUNCIL MEETING MEETING MINUTES

Tuesday, December 5, 2023, at 7:30 PM

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

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

### CALL TO ORDER AND VERIFICATION OF QUORUM:

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

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

**STAFF:** (5) Demetrius Pressley, **Chief Administrator Officer**, Veronica King, **Town Clerk**, Ryan Knight, **Town Attorney**, Stanley Murray, **Chief of Police**, Valerie Mundy, **Public Works**,

### INVOCATION AND PLEDGE OF ALLEGIANCE:

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

### APPROVAL OF THE AGENDA:

*(\*Replacement documents were provided reflecting corrections in items #2 and #4)*

- 2. Carr, Riggs & Ingram CPA, and Advisors Engagement Letter for TOECRA FY 2023 Financial Audit.
- 4. Vacation pay-out for six officers who exceeds the 240 hours vacation threshold

**Mayor Gardner Motions** to move item #3 (Vacation pay-out for one employee who exceeds the 240 hours vacation threshold) and #4 (Vacation pay-out for six officers who exceeds the 240 hours vacation threshold) from Consent Agenda to Council Decision; Moved by Councilman Washington; Second by Vice Mayor R. Daniels; **AYE:** Councilwoman Wanda Randolph, Councilman Marlin Daniels, Councilman Theo Washington, Vice Mayor Rodney Daniels **NAYE:** Mayor Angie Gardner; **MOTION PASSES.**

**Mayor Gardner Motions** to approve meeting agenda with amended changes; Moved by Councilwoman Randolph; Second by Councilman M. Daniels; **AYE: ALL, MOTION PASSES.**

### CITIZEN PARTICIPATION - (None)

**APPROVAL CONSENT AGENDA: (For Items #1 and #2 Only) Mayor Gardner Motions to approve Consent Agenda** Approving of Audit Firm Carr, Riggs & Ingram CPA, and Advisors Engagement Letter for the Town’s (TOE) FY 2023 Financial Audit and also approval of Audit Firm Carr, Riggs & Ingram CPA, and Advisors Engagement Letter for the Community Redevelopment Agency (TOECRA) FY 2023 Financial Audit; Moved by Vice Mayor R. Daniels; second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES**

**COUNCIL DECISIONS:**

Approval of Special Events Advisory Committee for the Town’s (TOE) Large Events. **(Councilwoman Randolph)** Introduced item-A special events advisory committee is being recommended for large events calling people (volunteers) together who have the necessary skills to help work on the committee. Smaller events would not require having a committee, but some events basically have volunteer organizers of maybe 3-10 people. The committee will serve a three year term with requirements whether this type of committee will be selected by qualifications and approved/recommended by the town council, the swearing in of each member by the town clerk, there will be an application. (Solicit discussion to determine the desire of council). Ideal events assigned to the committee would be Founder’s Day, MLK, and Juneteenth. For events with a thousand or more attendees, the committee would plan and make recommendations to the council. **Discussion: (Washington)** Town should not be involved in selection and swearing, most committees are nonprofits and private people doing an event in the community who have their own people but need space and law enforcement. An events coming to the town should not have to go through a committee first. Founders Day is the mayor event. **(R. Daniels)** The parade at one time was organized by citizens on a committee. **(Washington)** There was a committee group called the Eatonville Jaycees who organized events in the town, the town did not run the committee. **(R. Daniels)** There were appointed citizens who volunteered to help out with the organization of the parade. **(Gardner)** This is administrative, Mr. Pressley asked for a special project coordinator who could oversee events and other projects. Who coordinates the committee? Without a special project coordinator the responsibility falls on a staff member. **(Randolph)** The committee is volunteers working together as a community to help to assist the town. The plan for whatever we have planned that we would like to do as a town. Mayor Gardner Motions to table approval of Special Events Advisory Committee for the Town’s (TOE) Large Events; Moved by Councilman Washington; second by Vice Mayor R. Daniels; **AYE:** Councilwoman Wanda Randolph, Councilman Marlin Daniels, Councilman Theo Washington, Vice Mayor Rodney Daniels **NAYE:** Mayor Angie Gardner; **MOTION PASSES (Tabled).**

(Item #4) Approval of vacation pay-out for six officers (EPD) employee who exceeds the 240 hours vacation threshold **(Pressley)** This was discussed previously, because of staffing levels, not being properly monitored within the department, and due to unavoidable reasons this is being requested. Discussed with finance and staff, it is in the best interest to move forward with this matter. **Discussion: (Murray)** Applaud officers in how they are able to sustain the work they do, the goal is to increase manpower. The main issue is taking vacation versus being called in, it is counterproductive to give officers vacation time and then ask them to come in during the same week. If the council would allow the officers to be compensated for the hours they rightfully earned, would be appreciated. **(Pressley)** there is one employee for finance and these officers. Although the vote will be separate the information is the same. Looking at available hours to take prior to December 31<sup>st</sup>, these are the additional hours left. We are requesting the employees are given opportunity to buy out. Going into the new year, a plan is in place to avoid coming back for this same issue. **(Murray)** we will flex time to ensure the officers do not lose their time. Efforts are being made to bring in quality people and looking at the possibility of sponsoring two qualified contracted officers a year who would work certain number of years to help with retention and recruitment. **(R. Daniels)** Vacations are important for law enforcement officers and staff, they need a break. Policy and procedures is needed to ensure that employees are able to take their vacation. **(Further discussions)** increase in overtime (around 20 hours), community policing will require officers who are refreshed and ready to handle things properly, the sacrifices made to stay in compliance, accommodations to not losing their vacation hours, the need for four officers (accordingly budget), funding is available to pay the \$6500 (utilizing funds from personnel (budget line item #1200) specific to the deputy chief salary since position is frozen), concerns with banking hours, planned vacations, HR will assist with managing the hours of employees. Mayor Gardner Motions to approve vacation pay-out for six officers (EPD) employee who exceeds the 240 hours vacation threshold; Moved by Councilman Washington; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES.**

**(Item #3)** Approval of vacation pay-out for one employee (finance) who exceeds the 240 hours vacation threshold. **Mayor Gardner Motions** to approve vacation pay-out for one employee (finance) employee who exceeds the 240 hours vacation threshold; **(Discussion): (R. Daniels)** What’s in place to prevent this? **(Pressley)** Spoken finance director, there is the staffing level and meeting the proper thresholds of leaving on time and planning vacation. Also, HR will notify staff at points of the year. HR will put together a package to present back to council for approval to address options and incentives that may offer a one-time buyout (currently it is 80). **Mayor Gardner Motions** to approve vacation pay-out for one employee (finance) employee who exceeds the 240 hours vacation threshold; Moved by Councilman Washington; Second by Vice Mayor R. Daniels; **AYE: ALL, MOTION PASSES.**

**REPORTS:**

**CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley – UPDATES –** Projects: Roof to be complete by end of the week; Christmas decorations have begun (lights are up); Christmas on the Boulevard is December 21<sup>st</sup> at 6:30 p.m.; Christmas schedule will be put out, staff will be limited but will have essential workers; thanks to public works and town clerk for the improvements in the chambers, job well done to Mrs. King for efforts and time, additional changes are forthcoming; there is a community meeting on Thursday, December 7<sup>th</sup> at 6:30 p.m. to discuss water main and water quality, the focus is to make the community aware of what public works and staff are doing to ensure preventive measures moving forward, Ms. Valerie Mundy is doing a great job preparing the meeting.

**TOWN COUNCIL REPORT/DISCUSSION ITEMS-**

**Councilwoman Wanda Randolph** – Expressed concerns about dumpsters and the ordinance businesses have to follow (pictures were displayed), there is issues with required space, code enforcement is based off of the code requires; **(Pressley)** meeting with Waste Connection to find out who can use a fire dumpster and toter; need direction on either changing the ordinance or finding finds possibly through the CRA to assist with acquiring the enclosures; sharing dumpster would have to be worked out through Waste Connection to determine percentage; everyone need the rollaway toter;\_need to check into the dumpster on Lincoln behind Redeeming Light church to determine whose dumpster and to address the illegal dumping; still waiting for blue bins from Waste Connection (Mr. Pressley with follow up); request updates on the Dixon property **(Attorney McKnight)** Received a writ of possession from the court, next step is for sheriff to serve the writ of possession putting the CRA back into possession of that property (should happen this week).

**Councilman Theo Washington** – Expressed concerns about the activity at the Dixon property, it’s the town’s property and we need to get control of it. **(Murray)** Working with public works to prepare proper boarding, already have a plan to take care of it once the paperwork is served. The property sits on another property, needs to be addressed along with the fencing issue, and get it ready to parcel the property.

**Vice Mayor Rodney Daniels** – Inquired about repairs on College Street and Eaton Street (stormwater leakage, not sewage), **(Mundy)** work has begun today and will take about 2-3 days to address, it is a stormwater clay pipe (under investigation to determine if the pipe has collapsed, if there is erosion, or some type of buildup underneath the storm pipe); was not treated as an emergency, went through the procurement process to have multiple contractors which took longer, will expedite next time; would like to see a recycle program in place; inquired about the freezing of the job position (decision was made by council during budget workshop); newsletter looks good, would like to see each council member say something towards Christmas; inquired about the big Christmas tree **(Pressley)** parks and recreation is working on finding a spot and a lighted tree that would not an issue with visibility for the triangle right of way); kudos to Mrs. King, excited about the mics, monitors, and looking forward processing higher.

**Additional comments: (Councilwoman Randolph)** town contractors are taking advantage of the St Lawrence AME property, they have taking upon themselves to use as a transportation corner to for their vehicles, complaints have been made to the companies to stop, the grounds are ruined/damaged (Mr. Pressley will look into it).

**MAYOR’S REPORT**

**Mayor Angie Gardner** – Thanks to Mr. Pressley, Ms. Mundy, Chief Murray, Mrs. King, and to all staff including Ms. Gregg, acknowledging appreciation for the newsletter, chambers, grants, and the administration for pushing through regardless of the difficulty; looking forward to Christmas on the Boulevard, love the lights; (Community Meeting) glad we are reaching out to the citizens to get feedback; overall we are doing good things.

**ADJOURNMENT** Mayor Gardner Motions for Adjournment of Meeting; Moved by Councilman Washington; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:23 P.M.**

**Respectfully Submitted by:**

**APPROVED**

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

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### DECEMBER 19, 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:** Zora Festival 2023 Agreement Between Town of Eatonville and Association to Preserve the Eatonville Community, Inc. (P.E.C.)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department: ADMINISTRATION</b>
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>• 2024 Zora Festival Agreement</li> <li>• Event Layout</li> <li>• MOT Approval Information (Staff) - <b>Forthcoming</b></li> <li>• Flash-Rite Invoice (Staff) – <b>Forthcoming</b></li> </ul>
<b>CONSENT AGENDA</b>	YES	
<b>COUNCIL DECISION</b>		
<b>ADMINISTRATIVE</b>		

**REQUEST:** For Town Council to Approve 2024 Zora Festival Agreement.

**SUMMARY:** P.E.C. in partnership with the Historic Town of Eatonville entails ensuring that the Town is an internationally recognized cultural heritage tourism destination for the arts and culture from throughout the African Diaspora, with special emphasis on the multi-disciplines as represented in the life and work of Zora Neale Hurston. The Town Council of the Town of Eatonville wishes to support all efforts that seek to draw visitors to this community.

The Historic Town of Eatonville Town Council assigns to P.E.C., the exclusive right to present the Outdoor Festival of the Arts for the 35th Annual ZORA! Festival, January 26 – 28, 2024. The terms and conditions are outlined in the 2024 Zora Festival Agreement.

The administration and public safety team (EPD and PW) met in October 2023 in consideration of approval the agreement.

**RECOMMENDATION:** Staff recommend that the Town Council approves the 2024 Zora Festival Agreement.

**FISCAL & EFFICIENCY DATA:** The Town has a proposed cost for public safety to be submitted by P.E.C. per the agreement.



**Agreement between**  
**TOWN OF EATONVILLE**  
**&**  
**ASSOCIATION TO PRESERVE THE EATONVILLE COMMUNITY, INC.**  
**(P.E.C.)**

Governing the 35<sup>th</sup> ZORA!® - Outdoor Festival of Arts  
**January 26-January 28, 2024**

**WHEREAS** Zora Neale Hurston popularized the Historic Town of Eatonville as “the Oldest Incorporated African-American Municipality in the United States;” and

**WHEREAS** the Historic Town of Eatonville wishes to inspire its residents, businesses, and visitors by providing a festive atmosphere; and

**WHEREAS** the Historic Town of Eatonville’s Government seeks to brand itself as a community that celebrates black culture and identity and realizes that the ZORA!® - Outdoor Festival of the Arts (sometimes referred to herein as the Festival) is a major factor in accomplishing the overall goal of branding; and

**WHEREAS** the Historic Town of Eatonville has become a literary destination because of the writing of Zora Neale Hurston; and

**WHEREAS** P.E.C. is a private, non-profit, tax-exempt organization established in 1987 with a mission to promote Eatonville, Florida’s heritage, historical, and cultural resources as a means for the community’s revitalization and economic development via programming which promotes pride, heritage, educational excellence, and the cultural arts, and will preserve and protect the community for posterity; and

**WHEREAS** the three (3) goals of the ZORA!® - Outdoor Festival of the Arts are:

- To celebrate the life and work of 20<sup>th</sup>-century writer, folklorist, and anthropologist, Zora Neale Hurston.
- To celebrate the significance of her hometown, Eatonville, Florida known as the Nation’s Oldest Incorporated African American Municipality; and
- To celebrate the cultural contributions people of African ancestry have made to the United States and world culture.

**WHEREAS** P.E.C., in partnership with the Historic Town of Eatonville, wishes to ensure the Town is considered an internationally recognized cultural heritage tourism destination for arts and culture from throughout the African Diaspora, with special emphasis on the multi-disciplines represented in the life and work of Zora Neale Hurston; and

**WHEREAS** the Town Council of the Town of Eatonville wishes to support all efforts that

seek to draw visitors to this community.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- The Historic Town of Eatonville Town Council assigns to P.E.C. the exclusive right to present the Outdoor Festival of the Arts for the 35<sup>th</sup> Annual ZORA!® - Outdoor Festival of the Arts within the Historic Town of Eatonville’s corporate Limits, and grants to P.E.C. an exclusive permit to conduct this event subject to the terms of this Agreement.
- In granting this exclusive right and permit, the Parties acknowledge that the Festival Grounds will be located on both Public and Private Property. Please see the attached “Outdoor Festival Location Guide” which is incorporated into and made a part of this Agreement as Exhibit “A.”
- The Town will not issue permits to any other vendors during the ZORA!® - Outdoor Festival of the Arts season (**January 26 – 28, 2024**) and will request that the Town’s Police Department shut down and/or remove any party which seeks to establish vending which has not been authorized under P.E.C.’s permit.
- P.E.C. is permitted to use the vacant lot across the street from the Eatonville Community Redevelopment Agency (ECRA) as a part of the ZORA!® - Outdoor Festival of the Arts “Inventory.”
- The Town will endorse P.E.C.’s coordination with the Eatonville Community Redevelopment Agency (ECRA) for the use of its external and internal space as P.E.C. facilitates Festival operations. For example, when the V.I.P. Guests and/or Elected Officials arrive on Saturday, P.E.C. can use the ECRA Conference Room as a “Green Room.”
- P.E.C. is permitted to use the Town Hall Parking Lot on Saturday and Sunday for Public Service/Community Space Booths such as the Blood Bank, Orange County Fire & Rescue, *et al.*

**IN EXCHANGE FOR THE EXCLUSIVE PRIVILEGES IDENTIFIED ABOVE, P.E.C, AGREES TO:**

- **Full Compliance with Town Code:** P.E.C. shall fully comply with all requirements of the Town’s Code of Ordinances, and specifically with Article II, Division 2, Sec. 12-48, and Sec. 12-50 – 52.
- **Free entry dates: Friday, January 26 – Sunday, January 28, 2024:** To allow free entry to ZORA!® - Outdoor Festival of the Arts, to all Eatonville residents who provide authorized proof of residency (Driver’s License or Official Florida Identification) within the Town of Eatonville to the company managing gate admissions. Eatonville residents (adults & children) who wish to sit in the reserved/V.I.P section of the Main Stage on **Saturday, January 27 and Sunday, January 28, 2023**, must pay the established ticket price.

- Pay **\$12,280.00** to the Town for public safety services (police and fire/rescue) **on or before January 22, 2024, by certified cashier's check.** There will be a reconciliation of public safety hours worked after the event and if a credit is due to P.E.C. (based on the applicable billable rates for public safety employees as quoted in Composite Exhibit "B") then the Town will issue a refund within 30 days after the reconciliation. If the reconciliation indicates a balance is due, then P.E.C. will be notified and will have 30 days thereafter to pay any additional sums owed the Town. Failure to adhere to the January 22, 2024, deadline for advance payment for public safety services will result in cancelation of this agreement and the Festival itself. See Composite Exhibit "B," the terms and rates of which are incorporated into and made part of this Agreement.

**FURTHER CONDITIONS GOVERNING THIS CONTRACT:**

- P.E.C. must notify residents on the west side of I-4, via a form of notice pre-approved by Town administration **on or before January 22, 2024,** regarding:
  1. Festival site location
  2. Hours of operation
  3. Potential noise
  4. Traffic congestion
- P.E.C. and the Town's Police Department will follow the Orange County-approved MOT, which will be implemented by Flash-rite. Flash-rite will be contracted directly by P.E.C., and the Town shall have no responsibility for directing, supervising or controlling Flash-rite or its personnel in the performance of its contractual obligations to P.E.C. P.E.C. must provide the Eatonville Police Department with all appropriate documentation regarding the MOT and Flash-rite **no later than January 22, 2024.** Failure to timely provide this documentation to the satisfaction of the Eatonville Police Department is grounds for the Town's termination of this Agreement and cancelation of the Festival.
- The areas to be designated as "NO PARKING" or "TOW AWAY" zones ("Non-Parking Areas") shall be determined by the Town's Police Department and the Town's Police Department shall direct P.E.C. as to where the appropriate signs for such areas must be placed. It is P.E.C.'s responsibility to properly place the signs.
- If a vehicle is towed for violating the Non-Parking Areas, the vehicle will be towed to the following tow facility: TRL Towing, 605 Ferguson Drive, Orlando, FL 32805; (321-274-5369).
- P.E.C. shall maintain and provide proof to the Town of a Two-Million-Dollar (\$2,000,000.00) liability insurance policy covering ZORA!® - Outdoor Festival of the Arts and naming the Town of Eatonville as an additional insured for the duration of the Festival. P.E.C. shall provide a true copy of the certificate of insurance to the Town Clerk's Office **no later than January 22, 2024,** which is the Monday prior to the first

day of the Festival, Friday, January 26, 2024. Failure to timely provide this proof of insurance coverage protecting the Town is grounds for the Town’s termination of this Agreement and cancelation of the Festival.

- This Agreement cannot be revised, amended, or modified without the written, mutual consent of the parties hereto.
- In the event any term or condition of this Agreement is ruled illegal or unconstitutional, the Parties agree that those terms and conditions may be severed from this Agreement, and that the remaining terms and conditions of this Agreement shall remain enforceable between the Parties.
- Any Town employee that works for P.E.C. during the Festival shall be paid directly by P.E.C. for their services **no later than Friday, February 09, 2024**, notwithstanding the compensation agreement for public safety officers to be provided by the Town.
- In providing courtesy passes to the Town Council, P.E.C., agrees to observe the guidelines mandated by Florida Commission on Ethics, including filing any gift reports as may be required.
- Flash-rite, through its contract with P.E.C., will be responsible for the placement of safety cones, barricades, tapes, signs, and other precautionary measures to minimize traffic control hazards during the event.
- P.E.C. agrees to indemnify and hold harmless the Town of Eatonville from all liabilities arising from P.E.C., its employees, servants, agents, representatives or any third party contracted by P.E.C., performing any services or providing any materials to the 34th Annual ZORA!® - Outdoor Festival of the Arts in the Town of Eatonville, Florida. P.E.C.’s indemnification and hold harmless agreement with the Town shall include payment of the Town’s attorney’s fees and costs at the trial and appellate levels of an attorney or firm of the Town’s own choosing. This paragraph is in addition to P.E.C.’s timely submission to the Town of P.E.C.’s proof of liability insurance as set forth above.
- Any ambiguity or inconsistency found in this Agreement by a court of competent jurisdiction shall be interpreted in favor of the Town of Eatonville. Time is of the essence regarding all deadlines contained within this Agreement.

**Association to Preserve Eatonville  
Eatonville Community, Inc. (P.E.C.)**

\_\_\_\_\_  
Winfred Chad McKendrick, President

**Town of Eatonville**

**ATTEST:**

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Angie Gardner, Mayor

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Veronica L. King, Town Clerk

# **ZORA! “The Reunion 2024” At Glance**

## **ZORA! - Outdoor Festival of the Arts (Education Day)**

**Friday, January 26 9:00 – 5:00 PM**

**Event Highlight:** “Education Day” for K- 12 Students

### **In-person & Virtual**

- **Location:** Along East Kennedy Boulevard
- **Address:** 344 East Kennedy Boulevard, Eatonville, FL 32751
- **Cost :** Free & Open to Children and Adults

### **Featuring:**

- 
- Zora Neale Hurston National Museum of Fine Arts
- Children’s “Make-and-Take” Tent
- ZORA! STEM Hub Tent
- Florida Historical Society
- Bronze Kingdom Exhibition
- Fine Arts & Master Crafts Booths
- International Marketplace
- Eatonville Public Library Branch Programming
- Student Performances on the Main Stage
- International Marketplace Booths
- AND MUCH MORE

## **ZORA! - Outdoor Festival of the Arts (Family Day)**

**Saturday, January 27 9:00 – 6:00 PM**

**Event Highlight:** Outdoor festival plus live performers

**Performances by:** Announcement coming soon . . . .

### **In-person & Virtual**

- **Location:** Along East Kennedy Boulevard
- **Address:** 344 East Kennedy Boulevard, Eatonville, FL 32751
- **Cost:** See details below

**General Admission Costs:**

- 
- General Admission: \$20.00
- Free Admission to Children (0 – High School) – Middle & High school students asked to show current student i.d.

**VIP Costs & Inclusion:**

- 
- VIP for Saturday: \$100.00
- VIP Includes: Up-front seating, Gourmet Treats, and 2 complimentary beverages.

**VIP Ticket Sales End:** January 23, 2024

**Featuring:**

- 
- Zora Neale Hurston National Museum of Fine Arts
- Children’s “Make-and-Take” Tent
- Florida Historical Society
- Fine Arts & Master Crafts Booths
- International Marketplace
- Eatonville Public Library Branch Programming
- International Marketplace Booths
- Free Parking
- Food, fun and shopping for all ages
- AND MUCH MORE

# "Day for Reflection"

## Sunday, January 28 11:00 – 5:00 PM

**Event Highlight:** Outdoor festival plus live performers

**Performances by:** Announcement coming soon . . . .

**In-person & Virtual**

- **Location:** Along East Kennedy Boulevard
- **Address:** 344 East Kennedy Boulevard, Eatonville, FL 32751
- **Cost:** See details below

**General Admission Costs:**

- General Admission: \$20.00

**VIP Costs & Inclusion:**

- VIP: \$100.00
- VIP Includes: Up-front seating, Gourmet Treats, and 2 complimentary beverages

**VIP Ticket Sales End:** January 23, 2024

**Featuring:**

- Zora Neale Hurston National Museum of Fine Arts
- Children’s “Make-and-Take” Tent
- Florida Historical Society
- Fine Arts & Master Crafts Booths
- International Marketplace
- Eatonville Public Library Branch Programming
- International Marketplace Booths
- Free Parking
- Food, fun and shopping for all ages
- AND MUCH MORE





# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### DECEMBER 19, 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 Resolution 2023-26 Appointing Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA)  
**(Administration)**

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> ADMINISTRATIVE
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Resolution 2023-26</li> </ul>
<b>CONSENT AGENDA</b>		
<b>COUNCIL DECISION</b>	YES	
<b>ADMINISTRATIVE</b>		

**REQUEST:** The request is for Town Council to approve Resolution 2023-26 Appointing Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA).

**SUMMARY:** Article 3, Section 3.1 Officers and Employees of the Town of Eatonville Community Redevelopment Agency (TOCRA) Bylaws states that the officers of the TOECRA shall be a Chair and a Vice-Chair. Appointments shall be for one calendar year. Appointments will usually be considered by the Town Council at the last meeting (regular or special) of the calendar year. If new appointments are not timely made, the incumbent(s) shall continue to serve until the new appointments are made by the Town Council. Any officer may be appointed for consecutive terms.

**RECOMMENDATION:** Recommendation is for Town Council to approve by Resolution 2023-26 for the appointment of a Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA).

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

RESOLUTION #2023-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, DESIGNATING A CHAIRMAN, OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS** The town council by resolution duly adopted on December 16, 1997, approved a community redevelopment agency with respect to the redevelopment of the redevelopment agency; and

**WHEREAS** the Town of Eatonville Town Council is the Governing Body of the Town of Eatonville Community Redevelopment Agency (TOECRA). The members of the Community Redevelopment Agency (CRA) are as follows; ANGIE GARDNER, THEO WASHINGTON, RODNEY DANIELS, MARLIN DANIELS, WANDA RANDOLPH, LEVITICUS HENDERSON, AND RUTHI CRITTON.

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

**SECTION ONE:** With the enactment of Ordinance #2022-1, the Town Council is the Community Redevelopment Agency Board of Directors. Town Council has to appoint a Chairman for the Town of Eatonville Community Redevelopment Agency (TOECRA), from the Town Council.

**CHAIRMAN:** \_\_\_\_\_

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

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

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

**PASSED AND ADOPTED this 19<sup>th</sup> day of DECEMBER 2023.**

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

ATTEST:  
\_\_\_\_\_  
Veronica King, Town Clerk



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### DECEMBER 19, 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 Resolution 2023-27 Appointing Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA)  
**(Administration)**

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> ADMINISTRATIVE
<b>PUBLIC HEARING 1<sup>ST</sup> / 2<sup>ND</sup> READING</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Resolution 2023-27</li> </ul>
<b>CONSENT AGENDA</b>		
<b>COUNCIL DECISION</b>	YES	
<b>ADMINISTRATIVE</b>		

**REQUEST:** The request is for Town Council to approve Resolution 2023-27 Appointing Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA).

**SUMMARY:** Article 3, Section 3.1 Officers and Employees of the Town of Eatonville Community Redevelopment Agency (TOCRA) Bylaws states that the officers of the TOECRA shall be a Chair and a Vice-Chair. Appointments shall be for one calendar year. Appointments will usually be considered by the Town Council at the last meeting (regular or special) of the calendar year. If new appointments are not timely made, the incumbent(s) shall continue to serve until the new appointments are made by the Town Council. Any officer may be appointed for consecutive terms.

**RECOMMENDATION:** Recommendation is for Town Council to approve by Resolution 2023-27 for the appointment of a Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA).

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

RESOLUTION #2023-27

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, DESIGNATING A VICE-CHAIRMAN, OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS** The town council by resolution duly adopted on December 16, 1997, approved a community redevelopment agency with respect to the redevelopment of the redevelopment agency; and

**WHEREAS** the Town of Eatonville Town Council is the Governing Body of the Town of Eatonville Community Redevelopment Agency (TOECRA). The members of the Community Redevelopment Agency (CRA) are as follows; ANGIE GARDNER, THEO WASHINGTON, RODNEY DANIELS, MARLIN DANIELS, WANDA RANDOLPH, LEVITICUS HENDERSON, AND RUTHI CRITTON.

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

**SECTION ONE:** With the enactment of Ordinance #2022-1, the Town Council is the Community Redevelopment Agency Board of Directors. Town Council has to appoint a Vice-Chairman for the Town of Eatonville Community Redevelopment Agency (TOECRA), from the Town Council.

**VICE-CHAIRMAN:** \_\_\_\_\_

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

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

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

**PASSED AND ADOPTED this 19<sup>th</sup> day of DECEMBER 2023.**

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

ATTEST:

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL MEETING

### DECEMBER 19, 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 the HostDime Project Agreement with Amendment #1 and Allocating Funds for Reimbursement of Utilities and Right-Of-Way Infrastructure Improvement. (Vice Mayor R. Daniels)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department:</b> LEGISLATIVE
<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>• AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT</li> </ul>
<b>CONSENT AGENDA</b>		
<b>COUNCIL DECISION</b>	YES	
<b>ADMINISTRATIVE</b>		

**REQUEST:** To approve amendment No. 1 to the development agreement with HostDime. To allocate 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, 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 has reviewed and presented the amendment to the development agreement and best course of action moving forward. This document provides further support for our decision to move forward with the HostDime project reimbursement.

**RECOMMENDATION:** Recommend Town Council approve amendment No. 1 to development agreement with the HostDime. Also, to allocate funds for the infrastructure improvements reimbursement from the Town’s reserve account. (Up to \$200,000)

**FISCAL & EFFICIENCY DATA:** The proposed cost for reimbursement to HostDime is \$200,000 from budget line item (400-0536-536.3400) from the Town’s (TOE) FY 2023 Reserve Account.

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.

(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**

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**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

AMENDMENT NO. 1 TO  
DEVELOPMENT AGREEMENT  
BETWEEN  
THE TOWN OF EATONVILLE  
AND  
HOSTDIME.COM, INC.

Effective as of \_\_\_\_\_

AMENDMENT NO. 1 TO  
DEVELOPMENT AGREEMENT

THE DEVELOPMENT AGREEMENT dated May 26, 2016 (the “Agreement”), by and between the TOWN OF EATONVILLE, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”), and HOSTDIME.COM, INC. (“HostDime”), is hereby amended as follows:

RECITALS:

WHEREAS, Section 8 of the Agreement provides that HostDime 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”); and

WHEREAS, Section 8 of the Agreement further provides that should HostDime 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; and

WHEREAS, the Town previously granted an extension of the Operations Start Date to October 28, 2020; and

WHEREAS, Section 3(a)(i) provides that the Town shall reimburse HostDime up to \$200,000.00 of verifiable third party costs and expenses incurred by HostDime in connection with the design and construction of such potable water and sanitary sewer infrastructure; and

WHEREAS, HostDime has provided verifiable third party costs and expenses in accordance with Section 3(a)(i); and

WHEREAS, the Town recognizes the benefits the HostDime project will bring to the community and desires to ensure the success of the project for the continued benefits of the citizens of the Town; and

WHEREAS, at a public meeting of the Town Council on \_\_\_\_\_, the Town Council voted to approve an extension to the Operations Start Date to \_\_\_\_\_; and

WHEREAS, pursuant to the approval of an extension of the Operations Start Date, completion of the project must be no later than \_\_\_\_\_; and

WHEREAS, this Amendment has been prepared and reviewed by the Town and HostDime, and the Town and HostDime desire to enter this Amendment No. 1 to effectuate the redevelopment of the project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

- 1. Section 8 of the Agreement shall be amended as follows:

The Operations Start Date shall be extended to \_\_\_\_\_.

- 2. Pursuant to Section 3(a)(i) of the Agreement, the Town shall reimburse HostDime \$200,000.00 in connection with the design and construction of potable water and sanitary sewer infrastructure incurred for the project on or before \_\_\_\_\_.

- 3. **Governing Law.** It is agreed that this Amendment shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

- 4. **Partial Invalidity.** The invalidity of any portion of this Amendment will not and shall not be deemed to affect the validity of any other provision. If any provision of this Amendment is held to be invalid, the parties agree that the remaining provisions shall be deemed

to be in full force and effect as if they had been executed by both parties after the expungement of the invalid provision.

5. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of each party’s respective successors and assigns.

6. **Interpretation.** The parties acknowledge each to the other that both they and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed as of the Effective Date first set forth above.

TOWN OF EATONVILLE, FLORIDA

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

HOSTDIME.COM, INC.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

