



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING AGENDA

Tuesday, June 16, 2026, at 7:30 PM

Town Hall - 307 E Kennedy Blvd

Please note that the HTML versions of the agenda and agenda packet may not reflect changes or amendments made to the agenda.

- I. CALL TO ORDER AND VERIFICATION OF QUORUM
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. APPROVAL OF THE AGENDA
- IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)
- V. PUBLIC HEARING
 - A. Approval of the 2ND Reading of Ordinance 2026-4 - Water and Sewer Impact Fee (**Administration**)
- VI. CONSENT AGENDA
 1. Approval of Town Council Meeting Minutes (**Clerk Office**)
- VII. COUNCIL DECISIONS
 2. Approval of the reallocation of funds from the Deputy Chief's salary based on senior tenure employees from the Police Department and Town Employees (**Randolph/Police Department**)
 3. Approval of Resolution 2026-30 Appointing Individual to the TOECRA (**Clerk Office**)
 4. Approval of Resolution 2026-31 – Authorizing Funding A Request For Proposal (RFP) For Development Consulting and Advisory Services for the Town (**Randolph**)
 5. Approval of Resolution 2026-32 Community Engagement for the AI/Data Centers (**Randolph**)
 6. Approval of Resolution 2026-33 – Appointing a Development Review Committee to review Large Scale Development and Master Plan for compliance on all related projects deemed by the Town of Eatonville Council (**Randolph**)
 7. Approval of Resolution 2026-37 Town of Eatonville Town Council to commitment to Government Transparency to support the Lawsuit by the Association to Preserve Eatonville Community Filed by the Southern Poverty Law Center (**Randolph**)
- VIII. REPORTS
 - CHIEF ADMINISTRATIVE OFFICER'S REPORT
 - INTERIM TOWN ATTORNEY'S REPORT
 - TOWN COUNCIL REPORT/DISCUSSION ITEMS
 - MAYOR'S REPORT

IX. ADJOURNMENT

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****PUBLIC NOTICE****

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



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
JUNE 16, 2026, 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 Second Reading of Ordinance 2026-4 Establishing Water and Sewer Impact Fee (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (CLERK OFFICE)
PUBLIC HEARING 1ST / 2ND READING	YES	Exhibits: <ul style="list-style-type: none">Ordinance 2026-4
CONSENT AGENDA		
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Request that the Town Council approve the **Second Reading** of Ordinance 2026-4 establishing Water and Sewer Impact Fee.

SUMMARY: Study was prepared by the Florida Rural Water Association and is a membership benefit. Capacity fees or connection charges, are one-time charges assessed to new commercial and residential connections to reimburse utility systems for required infrastructure needed to maintain the utility system.

The first reading of this ordinance is being presented to the town council for consideration and establishing impact fees for water and sewer.

A discussion of this item was held on Tuesday, May 19, 2026. The First Reading passed on June 2, 2026.

RECOMMENDATION: Recommend that the Town Council approve the **First Reading** of Ordinance 2026-4 establishing Water and Sewer Impact Fee.

FISCAL & EFFICIENCY DATA:N/A

ORDINANCE NO. 2026-4

AN ORDINANCE OF THE TOWN OF EATONVILLE, FLORIDA, AMENDING CHAPTER 43, “IMPACT FEES,” OF THE TOWN LAND DEVELOPMENT CODE; ADOPTING THE TOWN OF EATONVILLE WATER AND WASTEWATER CAPACITY FEE STUDY, DATED MAY 13, 2026; CREATING ARTICLE VI, “WATER AND WASTEWATER CAPACITY FEES;” PROVIDING DEFINITIONS AND LEGISLATIVE FINDINGS; ESTABLISHING THE WATER CAPACITY FEE AND WASTEWATER CAPACITY FEE; PROVIDING FOR THE USE OF FEES COLLECTED; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Eatonville is experiencing growth and development, which necessitates the expansion and improvement of public facilities and services to accommodate the needs of the growing population; and

WHEREAS, the Town does not currently assess water or wastewater capacity fees for new connections to the Town’s water or wastewater utility systems; and

WHEREAS, the Town retained the Florida Rural Water Association (the “FRWA”) to conduct a water and wastewater capacity fee study (the “Capacity Fee Study”), attached hereto as **Exhibit A** and incorporated herein, to capture the costs associated with running its water and wastewater utility systems and protecting the Town’s vital infrastructure; and

WHEREAS, on May 19, 2026, the FRWA presented the findings from the Capacity Fee Study to the Town Council at a public workshop and presented two Options for establishing both water and wastewater capacity fees to account for new growth in the Town and additional demands on the Town’s water and sewer systems’ infrastructure; and

WHEREAS, Option A, which uses the “Remaining Useful Life Basis” to determine the existing cost of operating the Town’s water and sewer systems’ infrastructure, recommends an evaluated water capacity fee of \$1,530.00 per Equivalent Residential Connection (“ERC”) and an evaluated wastewater capacity fee of \$540.00 per ERC; and

WHEREAS, Option B, which uses the “Replacement Value Basis” to determine the true and sustainable cost of operating the Town’s water and sewer systems’ infrastructure, recommends an evaluated water capacity fee of \$4,620.00 per ERC and an evaluated wastewater capacity fee of \$2,440.00 per ERC; and

WHEREAS, the Town Council has determined it is in the best interests of the Town to adopt the recommendations of the Capacity Fee Study and implement “Option ___” for new evaluated capacity water and wastewater fees; and

WHEREAS, revenues will be deposited in restricted capacity fee trust accounts and used only for water/wastewater capacity, expansion, or growth-related capital improvements; and

WHEREAS, the Town Council finds that the proposed capacity fees were calculated based on the most recent and localized data collected and analyzed by the FRWA and are proportional and reasonably connected to the need for additional capital facilities and the growth in population generated by a new development; and

WHEREAS, adoption of the Capacity Fee Study and implementation of water and wastewater capacity fees consistent with the Study, as set forth herein, is in the best interest of the citizens of the Town of Eatonville.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE:

SECTION 1. Recitals and legislative findings. The above recitals and legislative findings are ratified and made a part of this Ordinance.

SECTION 2. Amendment. Chapter 43 – *Impact Fees* of the Town of Eatonville Land Development Code is hereby amended as follows:

[Strikethroughs indicate deletions; Underlines indicate additions; asterisks (* * *) indicate an omission from the existing text which is intended to remain unchanged.]*

ARTICLE I. – GENERALLY

* * * *

Sec. 43-2. – Intent and purpose.

- (a) The intent of the town council is to ensure that its impact fee schedules reflect the most recent and localized data pertaining to growth patterns in the town and the cost of capital facilities necessary to provide police protection, parks and recreation, water and wastewater services, and general government and administrative services for new development.

* * * *

ARTICLE VI. – WATER AND WASTEWATER CAPACITY FEES

Sec. 43-70. – Adoption of capacity fee study.

The Council hereby adopts and incorporates by reference the “Water & Wastewater Capacity Fee Report,” dated May 13, 2026, including the assumptions, conclusions, and findings therein. Copies of the study shall be on file and available for public inspection in the office of the town clerk.

Sec. 43-71. – Definitions applicable to water and wastewater capacity fees.

In addition to the general definitions contained in section 43-3, the following terms shall have the following meanings as used in this article:

ERC shall mean Equivalent Residential Connection.

Water facilities include water supply, treatment, storage, distribution, and disposal of treatment residuals.

Wastewater facilities include sewage collection, pumping (lift stations), and metering.

Sec. 43-72. – Legislative findings applicable to water and wastewater impact fees.

In addition to the general legislative findings contained in section 43-4, the Council hereby specifically ascertains, determines, and declares as follows:

- (a) The data set forth in the water and wastewater capacity fee study, which was employed in the calculation of the water and wastewater capacity fee rates adopted herein, is the most recent and localized data available for the water and wastewater facilities.
- (b) Development necessitated by the growth contemplated in the comprehensive plan and the water and wastewater capacity fee study will require improvements and additions to the water and wastewater facilities to accommodate the new development generated by such growth and maintain the standards of water and wastewater services provided by the town.
- (c) The Council specifically finds that the water and wastewater facilities benefit all residents and businesses within the town and, therefore, the water and wastewater capacity fees shall be imposed on all new connections, or additions to existing connections, to the water and wastewater utility systems located within the town in the amounts set forth in this article.

Sec. 43-73. – Imposition of water and wastewater capacity fees.

All new connections to the water and wastewater utility systems located within the town shall pay the following water and wastewater capacity fees:

- (a) The potable water capacity fee for applicants connecting within the town shall be \$ _____ per ERC.
- (b) The wastewater capacity fee for applicants connecting within the town shall be \$ _____ per ERC.

Sec. 43-74. – Use of water and wastewater capacity fees.

- (a) The Council hereby creates the “Water Capacity Fee Trust Account,” which shall be maintained separate and apart from all other town accounts.

- (1) All water capacity fees shall be deposited into the Water Capacity Fee Trust Account immediately upon receipt. The monies deposited into the Water Capacity Trust Fund must be used solely to provide capital improvements and infrastructure to the water system required to serve new growth and development. Funds on deposit in the Water Capacity Trust Fund will not be used for any expenditure that would be classified as a maintenance or repair expense.
 - (2) Any water capacity fee proceeds on deposit which are not immediately necessary for expenditure may be held in an interest-bearing account or invested by the town. All income derived from such interest on investments will be deposited in the Water Capacity Fee Trust Account and used as provided herein.
- (b) The Council hereby creates the “Wastewater Capacity Fee Trust Account,” which shall be maintained separate and apart from all other town accounts.
- (1) All wastewater capacity fees shall be deposited into the Wastewater Capacity Trust Account immediately upon receipt. The monies deposited into the Wastewater Capacity Trust Fund must be used solely to provide capital improvements and infrastructure to the wastewater system required to serve new growth and development. Funds on deposit in the Wastewater Capacity Trust Fund will not be used for any expenditure that would be classified as a maintenance or repair expense.
 - (2) Any wastewater capacity fee proceeds on deposit which are not immediately necessary for expenditure may be held in an interest-bearing account or invested by the town. All income derived from such interest on investments will be deposited in the Wastewater Capacity Fee Trust Account and used as provided herein.

Secs. 43-75. — 43-79. - Reserved.

* * * *

SECTION 3. Codification. It is the intent of the Town Council that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provision of this Ordinance.

SECTION 4. Conflicts. All Town ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, repealed.

SECTION 5. Severability. Should any word, phrase, sentence, article, or section be held by applicable law or a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, article, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, articles, and sections shall remain in full force and effect.

SECTION 6. Effective date. This Ordinance shall become effective ninety (90) days from the date of its adoption, in accordance with § 163.31801, *Florida Statutes*.

Upon motion duly made and carried, the foregoing Ordinance was approved upon its first reading on the 2nd day of June 2026.

Upon motion duly made and carried, the foregoing Ordinance was approved and adopted upon its second reading on the 16th day of June 2026.

TOWN OF EATONVILLE

Ruthi Critton, Mayor

ATTEST:

Veronica King, Town Clerk

EXHIBIT A

Florida Rural Water Association
Water & Wastewater Capacity Fee Report
Dated: May 13, 2026

**Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida**

Sold To:

Town Of Eatonville - 104696
PO BOX 2163
EATONVILLE, FL 32751-6800

Bill To:

Town Of Eatonville - 104696
PO BOX 2163
EATONVILLE, FL 32751-6800

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of NOTICE OF PUBLIC HEARING Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 5 Jun 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Rose Williams

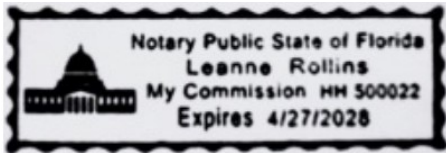
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on 5 Jun 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

85356

NOTICE OF PUBLIC HEARING (2 ND READING)
BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, NOTICE IS HEREBY GIVEN to hear the proposed Ordinance 2026-4 Amending Chapter 43, "Impact Fees," of the Town Land Development Code; Adopting the Town of Eatonville Water and Wastewater Capacity Fee Study, Dated May 13, 2026; Creating Article VI, "Water And Wastewater Capacity Fees at the second public hearing by the Town Council of the Town of Eatonville, Florida, on Tuesday, June 16, 2026 at 7:30 p.m., or as soon thereafter as this matter can be heard, at the Denton Johnson Center, located at 400 Ruffel St, Eatonville, FL 32751.

AN ORDINANCE OF THE TOWN OF EATONVILLE, FLORIDA, AMENDING CHAPTER 43, "IMPACT FEES," OF THE TOWN LAND DEVELOPMENT CODE; ADOPTING THE TOWN OF EATONVILLE WATER AND WASTEWATER CAPACITY FEE STUDY, DATED MAY 13, 2026; CREATING ARTICLE VI, "WATER AND WASTEWATER CAPACITY FEES;" PROVIDING DEFINITIONS AND LEGISLATIVE FINDINGS; ESTABLISHING THE WATER CAPACITY FEE AND WASTEWATER CAPACITY FEE; PROVIDING FOR THE USE OF FEES COLLECTED; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

At the aforementioned public hearing, all interested parties may appear to be heard with respect to the proposed Ordinance 2026-4 Amending Chapter 43, "Impact Fees," of the Town Land Development Code; Adopting the Town of Eatonville Water and Wastewater Capacity Fee Study, Dated May 13, 2026; Creating Article VI, "Water And Wastewater Capacity Fees. These public hearings may be continued to one or more future dates.

Copies of the proposed Ordinance 2026-4 are available for public inspection at the Town Hall, located at 307 E. Kennedy Boulevard, Eatonville, Florida, during regular business hours, 8:00 a.m. - 5:00 p.m., Monday - Friday.

Any person requiring reasonable accommodation to participate in this meeting should contact the Office of the Town Clerk at (407) 623-8910 at least three days in advance so arrangements can be made. All persons are advised that if they decide to appeal any decision made at the above referenced public hearings, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
85356 6/05/2026

85356



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
JUNE 16, 2026, 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:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (CLERK OFFICE)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <i>**To be provided on or before meeting</i> COUNCIL MEETING MINUTES: <ul style="list-style-type: none"> • <i>May 5, 2026</i> • <i>May 19, 2026</i>
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Request approval of meeting minutes for the Town Council Meetings

SUMMARY: The Town Council Meetings are held on the 1st and 3rd Tuesdays at 7:30 p.m. and are transcribed from the audio archive for approval for public records. Special meetings may be held on various dates and are also transcribed for approval for public records.

RECOMMENDATION: Recommend approval of Town Council meeting minutes

FISCAL & EFFICIENCY DATA: N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JUNE 16, 2026, AT 07:30 PM

Cover Sheet

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

ITEM TITLE: Approval of the reallocation of funds from the Deputy Chief’s salary based on senior tenure employees from the Police Department and Town Employees, as well as staying competitive with other cities’ salaries
(Randolph/Police Department)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: RANDOLPH/POLICE DEPARTMENT
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> Budget Amendment
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Staff respectfully requests Town Council approval of a salary budget amendment to reallocate funding associated with the Deputy Chief salary, effective with the June 14 payroll cycle.

SUMMARY: The Eatonville Police Department is submitting a salary budget amendment to redistribute funding from the Deputy Chief salary in support of compensation adjustments for eligible long-tenured employees. This proposal is intended to recognize employee experience and retention while maintaining competitive salary levels with comparable municipalities.

RECOMMENDATION: Staff recommend approval of the proposed budget amendment to reallocate funding from the Deputy Chief salary to support tenure-based compensation adjustments and enhance the Town’s ability to remain competitive in recruiting and retaining qualified personnel.

FISCAL & EFFICIENCY DATA: Reallocation of the Deputy Chief salary on the FY 2026 approved budget.

TOWN OF EATONVILLE
POLICE DEPARTMENT
FISCAL YEAR 2026 SALARY BUDGET AMENDMENT FOR THE REALLOCATION OF THE DEPUTY CHIEF'S SALARY

Section VII. Item #2.

A	B	C	F	K	O	P	Q
DEPARTMENT	FISCAL	FISCAL	FY 2025	FY 2026	FY 2026	FY 2026	
CATEGORY	NUMBER EMPLOYEES	POSITION DESCRIPTION	APPROVED BUDGET	APPROVED 10% & 5% CIVILIAN EMPLOYEES	PROPOSED SALARY INCREASE FOR OFFICERS WITH OVER 10 YEARS OF SERVICE	ALLOCATION OF THE \$ 69,000 DEPUTY SALARY	
Regular Salaries & Wages							
	1	Police Chief	\$ 80,018.00	\$ 88,019.80	\$ 88,019.80		
	FROZEN	Deputy Chief (VACANT)	\$ 67,061.00	\$ 69,000.00	\$ -		
Over 22 years of service	1	Lieutenant 1	\$ 55,036.80	\$ 60,540.48	\$ 61,898.00	\$ 1,357.52	
Over 17 years of service	1	Lieutenant 2	\$ 47,028.80	\$ 51,731.68	\$ 57,780.00	\$ 6,048.32	
Over 19 years of service	1	Sergeant 1-	\$ 47,257.60	\$ 51,983.36	\$ 57,000.00	\$ 5,016.64	
Over 20 years of service	1	Corporal 1	\$ 49,337.60	\$ 54,271.36	\$ 55,771.36	\$ 1,500.00	
Over 18 years of service	1	Sergeant 2	\$ 44,512.00	\$ 48,963.20	\$ 51,630.92	\$ 2,667.72	
Over 22 years of service	1	Patrol Officer/SRO	\$ 44,512.00	\$ 48,963.20	\$ 51,463.20	\$ 2,500.00	
Over 15 years of service	1	Corporal 2	\$ 44,512.00	\$ 48,963.20	\$ 51,463.20	\$ 2,500.00	
	1	Patrol Officer	\$ 44,512.00	\$ 48,963.20	\$ 50,000.00	\$ 1,036.80	
	1	Patrol Officer	\$ 44,512.00	\$ 48,963.20	\$ 49,478.20	\$ 515.00	
	1	Patrol Officer	\$ 44,512.00	\$ 48,963.20	\$ 50,000.00	\$ 1,036.80	
	1	Patrol Officer	\$ 44,512.00	\$ 48,963.20	\$ 50,000.00	\$ 1,036.80	
	1	Patrol Officer - Detective	\$ 44,512.00	\$ 48,963.20	\$ 50,000.00	\$ 1,036.80	
	1	Patrol Officer	\$ 44,512.00	\$ 48,963.20	\$ 50,000.00	\$ 1,036.80	
	1	Patrol Officer	\$ 44,512.00	\$ 48,963.20	\$ 50,000.00	\$ 1,036.80	
Over 21 years of service	1	Executive Assistant to the Chief-5%	\$ 52,805.00	\$ 55,445.25	\$ 57,945.25	\$ 2,500.00	
	1	Records Clerk-position split & reclassified for segregation of duties per FDLE guidelines	\$ 37,428.00	\$ 39,299.40	\$ 40,000.00	\$ 700.60	
	1	PT Records/Evidence Clerk position to Full-time Evidence Clerk-position split and reclassified for segregation of duties per FDLE guidelines.	\$ -	\$ 17,526.60	\$ 40,000.00	\$ 22,473.40	
Transferred from Planning Dept. to Police Dept.	1	Code Enforcement Officer 5% Contingency Fund from Deputy Chief frozen position. Surplus or unallocated funds left.	\$ -	\$ 40,428.02	\$ 40,428.02		
			\$ -	\$ -	\$ -	\$ 15,000.00	
SUB-TOTAL FULL-TIME SALARIES	19		\$ 881,092.80	\$ 1,017,877.95	\$ 1,002,877.95	\$ 69,000.00	
Part-time Wages	5	Reserve Officers	\$ 20,000.00	\$ 22,000.00	\$ 22,000.00		
Approved by Council	0.5	PT Code Enforcement - New Position		\$ -	\$ 25,000.00		
	0.5	Crossing Guard 5%	\$ 16,536.00	\$ 17,362.80	\$ 17,362.80		
	0.5	Crossing Guard 5%	\$ 16,536.00	\$ 17,362.80	\$ 17,362.80		
Overtime Wages		For Full-Time Officers Overtime	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00		
Incentive Pay			\$ 7,800.00	\$ 7,800.00	\$ 7,800.00		
Merit Incentive Pay							
TOTAL PART-TIME/OTHER PAY			\$ 95,872.00	\$ 99,525.60	\$ 124,525.60		
SUB-TOTAL SALARIES			\$ 976,964.80	\$ 1,117,403.55	\$ 1,127,403.55		



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JUNE 16, 2026, 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 2026-30 Appointing/Confirming Individuals to the Community Redevelopment Agency (TOECRA) (Clerk Office)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (CLERK OFFICE)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> • By Resolution 2026-30 • Board Application (Novak) • Email of Expressed Interest (Novak) • Board Application (Washington) • Email of Expressed Interest (Washington) • Board Application (Rackard) • Email of Expressed Interest (Rackard) • Board Application (Jackson) • Email of Expressed Interest (Jackson)
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: Request that the town council approves of Resolution 2026-30 appointing/confirming individuals to the Community Redevelopment Agency as a TOECRA Director by Resolution.

SUMMARY: A letter of resignation was received in the Clerk’s Office on Tuesday, May 19, 2026, from Angela Johnson resulting in a vacancy on the Community Redevelopment Agency Board.

For the Town Council appointed seat for replacement of Angela Johnson, Ryan Novak, Theo Washington, Dwayne Rackard, and Adrienne Jackson have requested that their Board Application be considered when filling the newly vacant seat.

This item was tabled at the Special Council Meeting held on June 8, 2026, and being brought back to council for a vote.

RECOMMENDATION: Recommend that the town council appoints individuals to the Community Redevelopment Agency as a Board Member by Resolution 2026-30.

FISCAL & EFFICIENCY DATA:N/A

RESOLUTION #Resolution 2026-30 AMENDED

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

WHEREAS TOECRA Board members are appointed by the Town Council of the Town of Eatonville; and

WHEREAS the TOECRA Board members are the governing body designed to carry out redevelopment activities that include reducing or eliminating blight, improving the economic health of an area, and encouraging public and private investments in a CRA district and to facilitate growth and development of the Town of Eatonville.

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

SECTION ONE: APPOINTMENTS: The below individuals shall be appointed as a CRA Director by Resolution which will serve as the required Certificate of Appointment by the Town Council to the Community Redevelopment Agency for the remaining term of vacancy (June 21, 2026) and for a four year term thereafter (June 22, 2026 – June 22, 2030).

The Town Council Appointment to the CRA: _____

SECTION TWO: REQUIREMENTS: Being a member of TOECRA Board requires time, outside study, and dedication to the functions prescribed for each member. Most times, the only reward is the self-knowledge that you are assisting in the very vital and important duties necessary to our Town. Some of the Town Boards require financial disclosure.

SECTION THREE: CONFLICTS: All Resolutions or parts of Resolutions in conflict with any other Resolution or any of the provisions of the Resolution is hereby repealed.

SECTION FOUR: SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional, it shall be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution two

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

PASSED AND ADOPTED this 16TH day of JUNE 2026.

Ruthi Critton, Mayor

ATTEST:

Veronica King, Town Clerk

TOWN OF EATONVILLE, FLORIDA



BOARD APPOINTMENT INFORMATION FORM

APPLICATION FOR: CRA
BOARD

The Town Council of the Town of Eatonville is seeking citizens to serve on duly constituted Town Boards and Commission which have been established to assist and advise the Town Council on specific matters for consideration which have been assigned to the respective Commission/Boards. Please complete this application and attach a brief resume or any additional information which you feel will assist the Town Council in their selection. The application should be typed or clearly printed and filed with the Town Clerk.

- 1. Name: Ryan Novak Home Phone: 321 888 1345
- 2. Address: 206 Gabriel Ave, Eatonville FL 32751
- 3. Are you employed by the Town? Yes _____ No: X
- 4. Business Address: _____
- 5. Business Phone: _____ email: _____
- 6. Brief Resume' of Education and Experience: Computer Science
- 7. Are you a Resident of the Town? Yes: X No: _____
- 8. Are you a Registered Voter? Yes: X No: _____

MEMBERSHIP IN THE COMMUNITY ORGANIZATONS OR PROFESSIONAL GROUP: _____

- 9. Have you previously served on a Town Board? Yes: X No: _____
- 10. Please indicate other Town Council and/or Boards for which you wish to be considered for appointment by the Town Council: N/A

Please indicate briefly why you would like to be appointed to serve on a Board or Committee: As a five-year Eatonville resident and homeowner, I attend council and CRA meetings regularly and follow the agency's work closely. I want to contribute to Eatonville's long-term economic progress from inside the process.

Do you attend Council meetings on a regular basis? Yes: X No: _____

Thank you for your interest in serving the Historic Town of Eatonville. Please indicate below your first, second and third preference below. Please carefully consider your obligations before choosing which board you would like to serve. A description of each board is included in this application. Please note that in

addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meeting.

- Nuisance Abatement Board
- Board of Adjustment
- Code Enforcement Board
- CRA Advisory Committee

- Planning Board
- Historic Preservation Board
- Arts Advisory Committee

Would you be interested in serving on a Special Events Committee? Yes No

I am aware of the meeting dates and time of the Board/Committee I have applied and if appointed. I agree to serve on the Board/Committee which I have applied or would consider an alternate appointment to a second or third service preference.

Completed applications should be returned to the Office of the Town Clerk, P.O. Box 2163, Eatonville, Florida 32751

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT.

Signature of Applicant: [Handwritten Signature] Date: 3/17/2026

For Office Use Only

APPOINTED to: not appointed Date Appointed: _____
Term Expires: _____

All Boards must function in accordance with Florida Laws regarding **GOVERNMENT IN THE SUNSHINE.**

TOWN OF EATONVILLE, FLORIDA



BOARD APPOINTMENT INFORMATION FORM

APPLICATION FOR: CRA Board

The Town Council of the Town of Eatonville is seeking citizens to serve on duly constituted Town Boards and Commission which have been established to assist and advise the Town Council on specific matters for consideration which have been assigned to the respective Commission/Boards. Please complete this application and attach a brief resume or any additional information which you feel will assist the Town Council in their selection. The application should be typed or clearly printed and filed with the Town Clerk.

- 1. Name: Theo Washington Home Phone: 4078106905
- 2. Address: 140 Lincoln Blvd
- 3. Are you employed by the Town? Yes _____ No:
- 4. Business Address: ~~140~~
- 5. Business Phone: MJA email: lwash106@
- 6. Brief Resume' of Education and Experience: AS Degree
- 7. Are you a Resident of the Town? Yes: No: _____
- 8. Are you a Registered Voter? Yes: No: _____

MEMBERSHIP IN THE COMMUNITY ORGANIZATONS OR PROFESSIONAL GROUP: Not a the time

- 9. Have you previously served on a Town Board? Yes: No: _____
- 10. Please indicate other Town Council and/or Boards for which you wish to be considered for appointment by the Town Council: Town Council, or CRA Board

Please indicate briefly why you would like to be appointed to serve on a Board or Committee: my heart is for the Town of Eatonville like to stay engaged

Do you attend Council meetings on a regular basis? Yes: No: _____

Thank you for your interest in serving the Historic Town of Eatonville. Please indicate below your first, second and third preference below. Please carefully consider your obligations before choosing which board you would like to serve. A description of each board is included in this application. Please note that in

addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meeting.

- Nuisance Abatement Board
- Board of Adjustment
- Code Enforcement Board
- CRA Advisory Committee

- Planning Board
- Historic Preservation Board
- Arts Advisory Committee

Would you be interested in serving on a Special Events Committee? Yes No

I am aware of the meeting dates and time of the Board/Committee I have applied and if appointed. I agree to serve on the Board/Committee which I have applied or would consider an alternate appointment to a second or third service preference.

Completed applications should be returned to the Office of the Town Clerk, P.O. Box 2163, Eatonville, Florida 32751

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT.

Signature of Applicant: *The West* Date: 3-19-2026

For Office Use Only

APPOINTED to: not appointed Date Appointed: _____
Term Expires: _____

All Boards must function in accordance with Florida Laws regarding GOVERNMENT IN THE SUNSHINE.

TOWN OF EATONVILLE, FLORIDA



BOARD APPOINTMENT INFORMATION FORM

APPLICATION FOR: CRA

The Town Council of the Town of Eatonville is seeking citizens to serve on duly constituted Town Boards and Commission which have been established to assist and advise the Town Council on specific matters for consideration which have been assigned to the respective Commission/Boards. Please complete this application and attach a brief resume or any additional information which you feel will assist the Town Council in their selection. The application should be typed or clearly printed and filed with the Town Clerk.

- 1. Name: Dwayne Rackard Home Phone: 407.914.0261
- 2. Address: 30 N. Calhoun Ave
- 3. Are you employed by the Town? Yes _____ No:
- 4. Business Address: SAME AS ABOVE
- 5. Business Phone: SAME AS ABOVE email: rackard3@gmail.com
- 6. Brief Resume' of Education and Experience: Seminole State, Jc Stone Academy
- 7. Are you a Resident of the Town? Yes: No: _____
- 8. Are you a Registered Voter? Yes: No: _____

MEMBERSHIP IN THE COMMUNITY ORGANIZATONS OR PROFESSIONAL GROUP: _____

- 9. Have you previously served on a Town Board? Yes: No: _____
- 10. Please indicate other Town Council and/or Boards for which you wish to be considered for appointment by the Town Council: _____

Please indicate briefly why you would like to be appointed to serve on a Board or Committee: Growing interest in our town's government. I feel my experience, knowledge and team building skills will help move this board in the right direction

Do you attend Council meetings on a regular basis? Yes: No: _____
IN PERSON OR YOUTUBE

Thank you for your interest in serving the Historic Town of Eatonville. Please indicate below your first, second and third preference below. Please carefully consider your obligations before choosing which board you would like to serve. A description of each board is included in this application. Please note that in

addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meeting.

- Nuisance Abatement Board
- Board of Adjustment
- Code Enforcement Board
- CRA Advisory Committee

- Planning Board
- Historic Preservation Board
- Arts Advisory Committee

Would you be interested in serving on a Special Events Committee? Yes No

I am aware of the meeting dates and time of the Board/Committee I have applied and if appointed. I agree to serve on the Board/Committee which I have applied or would consider an alternate appointment to a second or third service preference.

Completed applications should be returned to the Office of the Town Clerk, P.O. Box 2163, Eatonville, Florida 32751

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT.

Signature of Applicant: Dwayne R. K... [Signature] Date: May 26, 2026

For Office Use Only

APPOINTED to: _____ Date Appointed: _____
Term Expires: _____

All Boards must function in accordance with Florida Laws regarding **GOVERNMENT IN THE SUNSHINE.**

TOWN OF EATONVILLE, FLORIDA



BOARD APPOINTMENT INFORMATION FORM

APPLICATION FOR: CRA Board Member

The Town Council of the Town of Eatonville is seeking citizens to serve on duly constituted Town Boards and Commission which have been established to assist and advise the Town Council on specific matters for consideration which have been assigned to the respective Commission/Boards. Please complete this application and attach a brief resume or any additional information which you feel will assist the Town Council in their selection. The application should be typed or clearly printed and filed with the Town Clerk.

- 1. Name: Adrienne Jackson Home Phone: 321-282-3564
- 2. Address: 213 Clark Street, Eatonville, FL 32751
- 3. Are you employed by the Town? Yes _____ No: X
- 4. Business Address: N/a
- 5. Business Phone: N/a email: dione32751@gmail.com
- 6. Brief Resume' of Education and Experience: A.S. Early Childhood Education
- 7. Are you a Resident of the Town? Yes: X No: _____
- 8. Are you a Registered Voter? Yes: X No: _____

MEMBERSHIP IN THE COMMUNITY ORGANIZATONS OR PROFESSIONAL GROUP: _____
Board of Directors, Joe R. Lee Boys and Girls Club, of Eatonville

- 9. Have you previously served on a Town Board? Yes: _____ No: X
- 10. Please indicate other Town Council and/or Boards for which you wish to be considered for appointment by the Town Council: None at this time.
I would be interested in receiving information regarding vacancies as they occur.

Please indicate briefly why you would like to be appointed to serve on a Board or Committee: Because I am passionate about contributing to my community and I would love the opportunity to work effectively with others toward goals that positively impact the community, citizens, and businesses.

Do you attend Council meetings on a regular basis? Yes: X No: _____
In-person and online

Thank you for your interest in serving the Historic Town of Eatonville. Please indicate below your first, second and third preference below. Please carefully consider your obligations before choosing which board you would like to serve. A description of each board is included in this application. Please note that in

addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meeting.

_____ Nuisance Abatement Board
_____ Board of Adjustment
2 Code Enforcement Board
1 CRA Advisory Committee

3 Planning Board
_____ Historic Preservation Board
_____ Arts Advisory Committee

Would you be interested in serving on a Special Events Committee? X Yes _____ No

I am aware of the meeting dates and time of the Board/Committee I have applied and if appointed. I agree to serve on the Board/Committee which I have applied or would consider an alternate appointment to a second or third service preference.

Completed applications should be returned to the Office of the Town Clerk, P.O. Box 2163, Eatonville, Florida 32751

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT.

Signature of Applicant: Adrienne Jackson Date: 06/03/2026

For Office Use Only

APPOINTED to: _____ Date Appointed: _____
Term Expires: _____

All Boards must function in accordance with Florida Laws regarding **GOVERNMENT IN THE SUNSHINE.**

Veronica King

From: Ryan Novak <contact@ryannovak.net>
Sent: Monday, May 18, 2026 11:39 AM
To: Veronica King
Subject: CRA Application

Hello Ms. King,

I just wanted to take a moment to reach out to let you know that I still have interest in a CRA appointment and you can keep my application on file if a seat - or alternate (if that's a thing for CRA) - becomes available.

--

Best regards,

Ryan Novak

Veronica King

From: Theodore Washington <twashi1060@aol.com>
Sent: Wednesday, May 20, 2026 4:35 PM
To: Veronica King
Subject: CRA BOARD

I will like to resubmit my CRA application for the vacancy to be for reconsideration.

[Sent from AOL on Android](#)

Veronica King

From: Dwayne Rackard <rackard3@gmail.com>
Sent: Tuesday, May 26, 2026 4:06 PM
To: Veronica King
Subject: CRA

Good evening Mrs. King,

I would like to be considered in the vacant CRA Board position. Also please advise if a new application is needed as my term on the Code Board has not expired yet.

Best Regards,
Dwayne Rackard
407.914.0261

Veronica King

From: Adrienne Jackson <dione32751@gmail.com>
Sent: Wednesday, June 3, 2026 7:17 AM
To: Veronica King
Subject: Request for CRA board application

Hello Mrs. King,

I am writing to you to express my interest in applying for the vacant position on the CRA board. If the application can be emailed to me, I would greatly appreciate it. If I need to come in person to complete the application, please let me know.

Best regards,
Adrienne Jackson



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JUNE 16, 2026, 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 2026-31 – Authorizing Funding A Request For Proposal (RFP) For Development Consulting and Advisory Services for the Town of Eatonville (**Councilwoman Randolph**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (RANDOLPH)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none">Resolution 2026-31
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Request is for the Town Council approve Resolution 2026-31 Authorizing Funding A Request For Proposal (RFP) For Development Consulting and Advisory Services for the Town of Eatonville.

SUMMARY: On January 13, 2026, the Town of Eatonville acknowledged that the Orange County Public School Board agreed to sell the Historic Hungerford Property to the Dr. Phillips Foundation. The Town desires to seek partnership effort by entering into a Request For Proposal (RFP) for a Development Consultant Service Agreement, to provide development consulting and advisory services, regards to development of the Robert Hungerford Property and its related future development elsewhere.

RECOMMENDATION: Recommendation is for the Town Council approve Resolution 2026-31 Authorizing Funding A Request For Proposal (RFP) For Development Consulting and Advisory Services for the Town of Eatonville.

This item was tabled at the Special Council Meeting held on June 8, 2026, and being brought back to council for a vote.

FISCAL & EFFICIENCY DATA: The Town’s financial obligation under this Resolution is subject to the availability of legally appropriate funds.

RESOLUTION NO. 2026-31

A RESOLUTION OF THE TOWN OF EATONVILLE TOWN COUNCIL AUTHORIZING FUNDING A REQUEST FOR PROPOSAL (RFP) FOR DEVELOPMENT CONSULTING AND ADVISORY SERVICES FOR THE TOWN OF EATONVILLE; PROVIDING FOR CONFLICT; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS the Town of Eatonville Town Council seeks to promote sound economic development, redevelopment, housing, and strategic planning initiatives within the Town; and

WHEREAS the Town of Eatonville Town Council seek a partnership effort by entering into a Request For Proposal (RFP) for a Development Consultant Service Agreement, to provide development consulting and advisory services, regards to development of the Robert Hungerford Property and its related future development elsewhere; and

WHEREAS the Town Council finds that the services provide a direct benefit to the Town of Eatonville and the propose estimated 100 acres and 17 acres of the Hungerford Property currently own by the Orange County Public School Board with a memorandum of understanding to sell the property to Dr. Phillips/Charities; and

WHEREAS the Town Council will ensure the development maximizes local tax revenue, zoning code, developer's site plans to ensure the Town's Land Development code, facilitate local engagements, and review the real estate proposal to ensure that commercial and residential projects align with the comprehensive plans and the community financial goals for sustainability for public benefit.

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

SECTION ONE: AUTHORIZATION. The Town Council of the Town of Eatonville hereby authorizes the Town to fund the cost of development consulting and advisory services provided pursuant to the applicable Development Consultant Service Agreement.

SECTION TWO: AMOUNT AND FUNDING. The Town's financial obligation under this Resolution is subject to the availability of legally appropriate funds.

SECTION THREE: ADMINISTRATION. The Town Chief Administrative Officer (CAO) is hereby authorized to take all actions necessary to implement this Resolution and subject communication to the Town Council regarding information, invoicing, and payment.

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

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

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

PASSED AND ADOPTED this **16TH** day of **JUNE** 2026.

Ruthi Critton, Mayor

ATTEST:

Veronica King, Town Clerk



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JUNE 16, 2026, AT 7:30PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution 2026-32 Establishing Community Engagement for the AI/Data Centers (**Councilwoman Randolph**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (RANDOLPH)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none">Resolution 2026-32
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Request that the town council approves of Resolution 2026-32 Establishing Community Engagement for the AI/Data Centers; to inform the residents and business community through public engagements and information.

SUMMARY: Data Centers/AI are growing throughout the country but needs public input from the Town of Eatonville residents. The town council desire for the local developer to publicly disclose the facilities consumption of electricity, water, noise, and visual blight to the community that could cause a strain on the local community. The need for community engagement is to ensure that information is provided to the residents in a forum that will address their safety and environment concerns.

This item was tabled at the Special Council Meeting held on June 8, 2026, and being brought back to council for a vote.

RECOMMENDATION: Recommend that the town council approves of Resolution 2026-32 Establishing Community Engagement for the AI/Data Centers; to inform the residents and business community through public engagements and information.

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION 2026-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, ESTABLISHING COMMUNITY ENGAGEMENT FOR THE AI/DATA CENTERS, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS The Town Council is the governing body having all powers of the Town, except as otherwise provided by law or the Town Charter, and the Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the Town by law.

WHEREAS The Town Council recognizes the need for local developers to publicly disclose facilities consumption of electricity, water, noise, and visual blight within the community that could cause concerns and strain on the local community when developing AI/Data Centers;

WHEREAS The Town Council wishes for businesses and residents to be informed about the impacts to the Town of Eatonville resulting from the development of the AI/Data Centers within the community; and

WHEREAS The Town Council wishes to establish community engagement for the development of the AI/Data Centers.

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

SECTION ONE: ESTABLISH. The Town Council of the Town of Eatonville does hereby is effective immediately, upon the passing of this Resolution direct staff to ensure that local developers publicly disclose the facilities consumption of electricity, water, noise, and visual blight to the community through community engagement; ensuring that information is provided to the residents in a forum that will address their safety and environment concerns

SECTION TWO: CONFLICTS. All Resolutions of the Town of Eatonville or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION FOUR: SEVERABILITY. If any section of 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 FIVE: EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 16TH day of June 2026.

ATTEST:

RUTHI CRITTON, Mayor

VERONICA KING, Town Clerk



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JUNE 16, 2026, 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 2026-33 – appointing a Development Review Committee to review Large Scale Development and Master Plan for compliance on all related projects deemed by the Town of Eatonville Council (Councilwoman Randolph)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (RANDOLPH)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none">Resolution 2026-33
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Request is for the Town Council approve Resolution 2026-33 appointing a Development Review Committee to review Large Scale Development and Master Plan for compliance on all related projects deemed by the Town of Eatonville Council.

SUMMARY: The Town of Eatonville Council recognize the needs for a thorough developmental and technical evaluation of experience professionals to ensure compliance with the Town of Eatonville Land Development Code, Zoning, Comprehensive Plan, and Master Plan applicable to local, state, and federal regulations. This committee will ensure that proposed building projects align with local laws, protect public safety, and coordinate essential services. This committee will bring together experts and various occupations such as planning, engineering, utilities, and evaluate project financial sustainability without compromising future generations. This DRC will report its findings to the town council.

This item was tabled at the Special Council Meeting held on June 8, 2026, and being brought back to council for a vote.

RECOMMENDATION: Recommendation is for the Town Council approve Resolution 2026-33 appointing a Development Review Committee to review Large Scale Development and Master Plan for compliance on all related projects deemed by the Town of Eatonville Council.

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION #2026 -33 - AMENDED

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA APPOINTING A DEVELOPMENT REVIEW COMMITTEE TO REVIEW LARGE SCALE DEVELOPMENT PLANS AND MASTER PLANS FOR COMPLIANCE WITH THE LAND DEVELOPMENT CODE, ZONING AND OTHER APPLICABLE DEVELOPMENT AND TECHNICAL STANDARDS PROVIDING FOR CONFLICT; FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Eatonville UNDERSTANDS THAT the Town is undergoing major development within the Town’s jurisdiction; and

WHEREAS, the Town Council recognizes the need for a thorough developmental and technical evaluation of experience Professionals to ensure compliance with the Town of Eatonville Land Development Code, applicable state and federal regulations, adopted engineering and design standards, environmental requirements, and all other relevant technical criteria; and

WHEREAS, the establishment of a Development Review Committee will facilitate a coordinated, multidisciplinary review of Large Scale Development and Master Plan and provide professional recommendations to the Town Council; and

WHEREAS, the Town Council finds that the appointment of such a committee is in the best interest of the Town and its residents.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA AS FOLLOWS:

SECTION 1. Creation of a Development Review Committee – The Town Council hereby establishes a Development Review Committee (DRC) for the proposed reviewing the proposed Developments and evaluating its compliance with the Town of Eatonville Land Development Code and all other applicable development, technical, environmental, engineering, zoning, and regulatory requirements.

SECTION 2. Composition of the Committee – The DRC shall consist of the following professionals: Town Engineer, Town Planner Consultant, Town CAO, Engineering Firm, Local Planning Firm Town Public Works, Preserve Eatonville Community, Infrastructure Developer, Financial, Attorney, [Eatonville Business Owner](#).

SECTION 3. Duties and Responsible

- a. Conduct a comprehensive technical review of the proposed Development and Master Plan;
- b. Evaluate compliance with the Land Development Code, subdivision regulations, zoning requirements, infrastructure and utility standards, stormwater regulations, traffic and transportation requirements, emergency access standards and other applicable codes and Technical guidelines.
- c. Identify deficiencies, required modifications, or conditions of approval:
- d. Provide a written report and recommendation to the Town Council within 30 days.

SECTION 4. APPOINTMENT TO COMMITTEE – The Town Council shall make the appointments to the Development Review Committee. Each council member will present his or her nominee for a vote at the town council meeting to be held on Tuesday, June 2026. Members of the DRC shall serve as the pleasure of the Council. Suggested or recommendation as previous – Town Engineer, Town Planner Consultant, Town CAO, Engineering Firm, Local Planning Firm, Town Public Works, Preserve The Eatonville Community, Infrastructure Developer, Financial, Attorney

SECTION 5 – AUTHORITY – The Development Review Committee authorized to request additional studies, plans, or the revisions from the Town of Eatonville and the project developers, or their representatives as necessary to complete its review.

SECTION 6. SUBMISSION – Upon completion of its evaluation, the DRC shall submit its findings and recommendations to the Town Council for consideration and further action on the proposed Development and Maste Plan.

SECTION 7. CONFLICTS: All Resolution or parts of Resolutions in Conflict with any other Resolution or any of the provision of this Resolution are hereby Repealed.

SECTION 8. SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconditional it shall not be held to invalidate or impair the validity, force or effect or any other section or part of this Resolution.

SECTION 9. EFFECTIVE DATE This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 16TH day of June 2026.

ATTEST:

RUTHI CRITTON, Mayor

VERONICA KING, Town Clerk



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JUNE 16, 2026, 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 2026-37 Town of Eatonville Town Council to commitment to Government Transparency to support the Lawsuit by the Association to Preserve Eatonville Community Filed by the Southern Poverty Law Center (**Councilwoman Randolph**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (RANDOLPH)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> • Copy of the Lawsuit filed by the Southern Poverty Law on Behalf of PEC
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Request is for the Town Council to approve Resolution 2026-37 Town of Eatonville Town Council to commitment to Government Transparency to support the Lawsuit by the Association to Preserve Eatonville Community Filed by the Southern Poverty Law Center.

SUMMARY: The Association to Preserve the Eatonville community, Inc. represented by the Southern Poverty Law Center filed a lawsuit on April 1, 2026 alleges that the Orange County Public Schools over the planned site of the Hungerford property violated the Florida Sunshine Law by making decisions regarding the sale of the Hungerford property to Dr. Phillips Charities through closed door secret of Florida's Government in the Sunshine Law by failing to provide required public notice and open meetings in direct violation of the Florida's government in the Sunshine Law (Chapter 286, Florida Statutes) did not grant transparency concerning the disposal of town's land. The Town Council alleges that the former Mayor Angie Gardner participated in the MOU and preliminary discussions without informing or gaining approval of the town council reflecting the views of the residents and council.

RECOMMENDATION: Recommendation is for the Town Council to approve Resolution 2026-37 Town of Eatonville Town Council to commitment to Government Transparency to support the Lawsuit by the Association to Preserve Eatonville Community Filed by the Southern Poverty Law Center.

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION #2026 -37**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, AFFIRMING THE TOWN'S COMMITMENT TO GOVERNMENT TRANSPARENCY AND EXPRESSING SUPPORT FOR THE LEGAL ACTION TAKEN TO ENFORCE THE FLORIDA SUNSHINE LAW AND PROTECT THE HISTORIC HUNGERFORD PROPERTY, PROVIDING FOR CONFLICT; FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Eatonville is the oldest incorporated Black municipality in the United States, established with a rich legacy of self-determination, culture, and historic landmarks; and serves as a vital cultural symbol of heritage and self-determination; and [\[1, 2, 3\]](#)

WHEREAS, the site of the former historic Robert Hungerford Normal and Industrial School has served as a cornerstone of the Eatonville community with historical and educational significance to its community for generations of Eatonville residents; and [\[1, 2\]](#)

WHEREAS, ensuring government entities—including the School Board of Orange County—adhere to Florida's Sunshine Law (Section 286.011, Florida Statutes) is critical for protecting the public's right to transparent decision-making and public participation in matters concerning the disposal of public land; and [\[1, 2\]](#)

WHEREAS, the Association to Preserve the Eatonville Community, Inc. (P.E.C) represented by the Southern Poverty Law Center (SPLC) filed a lawsuit alleges that the Orange County Public School Board over the planned sale of the Hungerford property violated the negotiations without contemporaneous and public input Florida Sunshine Law (Chapter 286, Florida Statutes) by making decisions regarding the sale of the Hungerford property to Dr. Phillips Charities through closed-door, secret of Florida's Government in the Sunshine Law by failing to provide required public notice and open meetings in direct violation of the Florida's Government in the Sunshine Law (Chapter 286, Florida Statutes); must be granted transparency and a meaningful voice in the decision-making process concerning the disposal of town land; and [\[1, 2\]](#)

WHEREAS, the Town of Eatonville asserts that the residents and representative of this historic municipality must be granted transparency and a meaningful voice in the decision-making process concerning the disposal of town land; and

WHEREAS, the Town Council of the Town of Eatonville finds it necessary to advocate for open government, community self-determination, and the strict enforcement of the state's public meetings and public record laws to have a legal and moral right to contemporaneous access to all phases of decision-making regarding the future of the Hungerford land; and [\[1\]](#)

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

Section 1. Legislative Intent and Findings. The foregoing recitals are hereby ratified and confirmed as being true and correct and are made a part hereof.

Section 2. Support for Government Transparency. The Town of Eatonville Town Council hereby expresses its full moral and political support for the lawsuit filed by P.E.C. and the SPLC, supporting the enforcement of the Florida Sunshine Law and calling for transparency regarding the disposal of the Hungerford property and reaffirms its dedication to the principles of open government and condemns any closed-door negotiations that subvert the open meeting requirements of the Florida Sunshine Law regarding the \$14 million sale of the Robert Hungerford property to Dr. Phillips Charities. [\[1\]](#)

Section 3. Endorsement of SPLC Lawsuit. The Town of Eatonville Town Council demands that the School Board halt any efforts that bypass public input and

publicly supports the legal actions initiated by the Southern Poverty Law Center (SPLC) against the School Board of Orange County to invalidate any decisions made outside of public view and to ensure transparency, engage in good faith public discourse and fully respect the statutory and constitutional rights of the Eatonville community regarding the disposition of the Hungerford property regarding the Hungerford property. [\[1\]](#)

Section 4. Demand for Accountability. The Town calls upon the Orange County School Board to ensure in its future operations and to work collaboratively with the Town of Eatonville to return the Hungerford property to community control; and all governing and regulatory bodies dealing with Eatonville's historic footprint to strictly honor the public process, include local stakeholders in all phases of deliberation, and protect the educational and historical legacy of the community. [1]

SECTION 5. CONFLICTS: All Resolution or parts of Resolutions in Conflict with any other Resolution or any of the provision of this Resolution are hereby Repealed.

SECTION 6. SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconditional it shall not be held to invalidate or impair the validity, force or effect or any other section or part of this Resolution.

SECTION 7. EFFECTIVE DATE This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 16TH day of June 2026.

ATTEST:

RUTHI CRITTON, Mayor

VERONICA KING, Town Clerk

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

ASSOCIATION FOR THE PRESERVATION
OF THE EATONVILLE COMMUNITY, INC.,

Plaintiff,

v.

SCHOOL BOARD OF ORANGE COUNTY, FL,

Defendant.

Case No.:

COMPLAINT FOR INJUNCTIVE RELIEF AND DECLARATORY JUDGMENT

1. Founded in 1887 by newly emancipated African Americans, the Town of Eatonville, Florida (“Eatonville” or “the Town”) is one of the first all-Black incorporated municipalities in the United States and one of the last to survive intact to the present day.

2. Known as “The Town That Freedom Built,” Eatonville exercised its own independence, self-governance, and stewardship of its community over nearly 140 years. Eatonville was the home of acclaimed Harlem Renaissance writer Zora Neale Hurston who memorialized and celebrated the Town’s history and its people in her writings. The Town is an international tourist destination because of its importance in U.S. history and culture.

3. This action concerns a lack of transparency by the Defendant School Board of Orange County, FL (“School Board”) related to an intended sale and redevelopment of real property (“the Hungerford Property”) located in the Town.

4. The Hungerford Property was originally the site of a preeminent school founded in 1897 that, with the help of charitable donors, was set aside for education of the children of newly emancipated people seeking to carve out a future for themselves and their descendants.

5. The School Board violated Florida’s Government in the Sunshine Law (“Sunshine Law”), § 286.011, Fla. Stat. (2025), and Article I, § 24(b) of the Florida Constitution when it engaged in closed-door politics to reach a decision to sell and redevelop more than a hundred acres of the Hungerford Property.

6. Florida’s Sunshine Law protects the public’s right to be present and to be heard during all phases of enactments. The Sunshine Law does not merely apply to meetings at which a final vote was taken. Every step in the decision-making process, including the decision itself, must be open to the public.

7. Prior to holding any public meetings, the School Board announced in a joint press statement in September 2025 that it had reached an agreement to sell the Hungerford Property. School Board staff, on behalf of the board, engaged in real estate negotiations that were not transparent, resulting in the presentation of fully negotiated terms for a ceremonial vote before the School Board without the public’s knowledge or participation.

8. The School Board’s crystallization of these decisions behind closed doors failed to provide the public with contemporaneous knowledge of its intended actions.

9. The School Board’s actions deprived members of the public, especially interested residents of the Town of Eatonville, of their right to participate in the decision-making process and exercise their own self-determination about the future of their historic community.

JURISDICTION

10. This action seeks a declaration that the actions taken by the School Board violated Florida’s Sunshine Law, § 286.011, Fla. Stat. (2025), and Article I, § 24(b) of the Florida Constitution. The circuit court has jurisdiction to issue declaratory judgment for violations of the Sunshine Law pursuant to § 86.011, Fla. Stat. (2025).

11. This action seeks an injunction to enforce § 286.011, Fla. Stat. (2025). The circuit courts of this state have jurisdiction to enforce the provisions of this section pursuant to §§ 286.011(2) & 26.012(3), Fla. Stat. (2025).

VENUE

12. Venue in Orange County is proper pursuant to § 47.011, Fla. Stat. (2025). Defendant is located and the cause of action accrued in Orange County.

PARTIES

13. Plaintiff Association to Preserve the Eatonville Community, Inc. (P.E.C.) is a Florida 501(c)(3) nonprofit organization located in the Town of Eatonville in Orange County, Florida. Established in 1987, P.E.C.’s mission is to preserve, protect, and promote the Town of Eatonville’s considerable heritage, historical, and cultural resources as a means for the community’s revitalization and future economic development. Through preservation, education, and cultural programming, P.E.C. works to ensure Eatonville’s rich legacy continues to inspire generations to come.

14. Defendant School Board of Orange County, FL, is a district school board located in Orange County, Florida, formed in accordance with the provisions of Art. IX, § 4(b) of the state constitution, with the powers to operate, supervise, and control all free public schools in the Orange County public school district. *See* § 1001.32(2) Fla. Stat. (2025). The School Board has the capacity to sue and be sued.

STATEMENT OF FACTS

Historical Background of the Hungerford Property

15. Shortly after the Town’s incorporation in 1887, the first residents and philanthropists prioritized education for the Town’s children and set aside a large tract of donated land to establish the Robert Hungerford Normal and Industrial School (“the Hungerford School”).

16. The Hungerford School was named in memory of Robert Hungerford, whose parents Edward and Anna Hungerford donated 160 acres of land for the school.

17. Established in 1897, the Hungerford School was the first school for Black children in Central Florida and operated as a private school in the model of Booker T. Washington’s Tuskegee Normal and Industrial Institute.

18. For more than half a century, the Hungerford School served as a center of Black excellence and a backbone of the community.

19. The school and its property were part of a charitable trust.

20. In 1951, the School Board acquired the Hungerford School and Hungerford Property—at the time, over 300 acres—through contested court proceedings, over the objections of Constance Hungerford Fenske, the heir of the original donors of the Hungerford Property and the settlors of the Hungerford School trust.

21. This dispute was eventually decided by the Florida Supreme Court, which approved the sale of the Hungerford School and Property from the Hungerford School trust to the School Board under the cy pres doctrine. *Fenske v. Coddington*, 57 So. 2d 452, 454 (Fla. 1952).

22. The Florida Supreme Court reasoned that the school had always been considered by the courts “as a public trust and charity and not an enterprise for profit.” *Id.*

23. The School Board's purchase price of \$16,571.56 for the Hungerford School and Property was a fraction of its estimated market value at the time, which was over \$200,000.

24. In the 1950s, when the School Board acquired the Hungerford Property, public schools in the state were segregated by race. The court ordered a deed restriction placed on the land requiring it be used for the education of Black children.

25. When I-4 was constructed in Central Florida, the chosen route for the highway divided the Hungerford Property.

26. The School Board obtained permission from the court, over the objections of the trustees, to lift the deed restriction and allow the sale of the property west of I-4. *Sch. Bd. of Orange Cnty. v. Harrison*, No. 73-5501, at 5-6 (Fla. 9th Jud. Cir., Jan. 18, 1974).

27. The School Board has profited from the piecemeal sale of parcels of the Hungerford Property over the past several decades since the 1974 release of the 1951 deed restriction on portions of the property.

28. The School Board continued to operate a public secondary school on the Hungerford Property until closing it in 2009, and then later demolished the remaining building in 2020.

29. In December 2021, Falcone & Associates and the School Board entered into a purchase and sale agreement of the Hungerford Property for a mixed-use development with a sale price of \$14,601,750.00. Falcone subsequently assigned the purchase agreement rights to Hungerford Park, LLC, in June 2022.

30. This sales price was below market value for the land.

31. This sales price was below the appraised value for the land.

32. The School Board subsequently voted to extend the original closing date several times to allow the developers time to secure required land use entitlements from the Town of Eatonville. The last extension set the closing date for March 31, 2023.

33. On February 7, 2023, the Town Council of Eatonville voted to reject the comprehensive plan amendments and zoning changes sought by the developer.

34. On March 24, 2023, P.E.C. filed a lawsuit against the School Board challenging whether it complied with statutory requirements for disposal of surplus property and whether the 1951 deed restriction requiring the land to be used for educational purposes was still in effect. *Association to Preserve the Eatonville Community (P.E.C.) v. Sch. Bd. of Orange County, FL*, Case No. 2023-CA-005295-O (Fla. 9th Jud. Cir.).

35. On March 31, 2023, the developer notified the School Board that it wished to terminate the sales contract.

36. On December 31, 2024, the court granted the School Board’s motion for judgment on the pleadings finding that there was no active case or controversy because there was no pending sale.

37. Specifically, the Court reasoned that, “The School Board is not actively accepting bids for the purchase and sale of the property. It has taken no public action related to the Hungerford Property since the termination of its most recent contract.”

38. During the litigation, the School Board held three closed attorney-client sessions (known under Florida law as shade meetings).

39. The School Board failed to follow Florida’s legal requirements for holding valid shade meetings on three occasions—April 10, 2024; October 15, 2024; and October 29, 2024.

40. The only statutorily authorized persons allowed to attend an attorney-client session in a shade meeting are members of the school board, the superintendent (as the chief administrative or executive officer), and attorneys for the school board. No other staff or personnel are allowed.

41. The school board allowed unauthorized personnel to attend all three meetings. Three unauthorized personnel were present at the April 10, 2024 shade meeting: Bridget Williams, Deputy Superintendent, Executive Services; Michael D. Armbruster, Deputy Superintendent; and Rosa Grant, Executive Leader, Career and Technical Education. One unauthorized staff member was at the October 15, 2024 shade meeting: Bridget Williams, Deputy Superintendent, Executive Services. Two unauthorized personnel were at the October 29, 2024 shade meeting: Bridget Williams, Deputy Superintendent, Executive Services; Michael D. Armbruster, Deputy Superintendent.

42. The School Board impermissibly used the shade meetings to meet behind closed doors to accomplish goals out of the sunshine that were otherwise required to be discussed at a public meeting.

43. Each of the meetings contained some discussion about settlement negotiations related to the litigation, but most of the discussions involved substantial deliberations about the School Board's official business that were required to take place in public.

44. When the School Board discussed whether to support the Town's bid to the state of Florida to place an African-American history museum on a portion of the Hungerford Property (April 10, 2024 meeting) or the Town's proposed lease-purchase agreement to transfer ownership and control of the Hungerford Property (October 2024 meetings), it violated the Sunshine Law.

45. The School Board exceeded the permissible scope of allowable closed-door conversations because the exemption merely provides a governmental entity's attorney an

opportunity to receive necessary direction and information from the government entity regarding pending litigation.

46. Decisions otherwise required to be made by the board at a public meeting, such as discussions about the proposed lease-purchase agreement with the Town of Eatonville, are not permitted to occur behind closed doors using the cloak of the shade exemption.

47. This secrecy, especially about the Board’s decision-making as to whether to enter into an agreement to transfer the Hungerford Property to Eatonville, continued to pervade the Board’s real estate dealings after the litigation had concluded by the beginning of 2025.

Memorandum of Understanding for the sale of the Hungerford Property to Dr. Phillips Charities

48. On June 15, 2025, Kenneth D. Robinson, the CEO of Dr. Phillips Inc. and the Dr. Phillips Foundation (hereinafter, “Dr. Phillips Charities”), wrote the Orange County School Board Superintendent that he had heard the Town of Eatonville was interested in pursuing ownership of the Hungerford Property and developing it themselves. He expressed concerns that the Town lacked the “capacity, capability, and credibility to make this a reality.” He then offered that Dr. Phillips Charities was willing to step in to resume discussions about purchasing and developing the Hungerford Property if there was not a path forward with the Town of Eatonville.

49. According to its website, the Dr. Phillips Foundation was established in 1954 by the Dr. P. Phillips Company, which became the largest individual citrus grower of oranges, grapefruits, and tangerines in the world during the 1920s. In 1954, the company sold its citrus groves to the Minute Maid corporation in one of the largest single grove transactions in Florida history. Also, in 1954, Diversified Services, Inc. (now known as Dr. Phillips Inc.) was established “to manage the family’s vast residential and commercial real estate holdings and other

investments.” In 1997, Dr. Phillips, Inc. became a nonprofit. Dr. Phillips, Inc. and Dr. Phillips Foundation both began using the name Dr. Phillips Charities.¹

50. Mr. Robinson sent this June 15, 2025 email two days prior to the June 17, 2025 School Board work session where the Town of Eatonville and the development company Baker Barrios discussed potential uses for the Hungerford Property.

51. By August 22, 2025, Dr. Phillips Charities had provided to the School Board a draft Memorandum of Understanding (“MOU”) to negotiate a purchase and sale agreement on the Hungerford Property.

52. On September 12, 2025, prior to any open public meetings, the School Board and Dr. Phillips Charities negotiated about material terms of the real estate agreement in the MOU, including ensuring that the language reflected that the land would transfer to Dr. Phillips Charities upon closing.

53. The School Board stated that they were in “full agreement regarding the nature of the transfers” and edited the MOU to reflect the changes negotiated by Dr. Phillips Charities.

54. Also, on September 12, 2025, the School Board negotiated terms with Dr. Phillips Charities about the specific improvements to the land to be provided as consideration for transferring the property and added those terms to the MOU.

55. Notes from a September 15, 2025, meeting reflect that Dr. Vazquez met with the then-mayor of Eatonville Angie Gardner and representatives from Dr. Phillips Charities, including Ken Robinson. The discussion centered around the public announcement of the deal; finalization of the press release; timing of a press release and coordinated messaging; a plan for a public vote at a September 30 public meeting; Dr. Vazquez’s intent to circulate the MOU to Board members;

¹ <https://drphillips.org/about-us/history/> (last accessed March 31, 2026).

a plan to announce the September 30 meeting contemporaneous with the press statement; and plans for Dr. Phillips Charities and the superintendent to discuss the pending agreement by holding one-on-one meetings with individual Board members “to comply with the Sunshine Law.”

56. On September 23, 2025, Dr. Phillips Charities, the then-mayor of Eatonville, and the superintendent of the School Board issued a joint press statement announcing that an agreement had been reached to sell the Hungerford Property to Dr. Phillips Charities.

57. The then-mayor of Eatonville, Angie Gardner, was quoted as saying “This is much more than a land deal. This is about building a legacy and a strong future for Eatonville through a bold, strategic partnership.” She thanked Dr. Phillips Charities and Baker Barrios for their partnership.

58. The School Board Superintendent, Dr. Maria Vazquez, was quoted as saying “I’m very excited for this agreement after years of thoughtful dialogue.” She thanked Dr. Phillips Charities and Eatonville for their partnership in creating the plan.

59. Weeks before issuing the press statement, Superintendent Vazquez had communicated with individual board members about the agreement with Dr. Phillips Charities. By September 8, she had counted votes from seven of the eight board members to ensure that they were in favor of the agreement and communicated that vote count to Dr. Phillips Charities.

60. Beginning one week before issuing the press statement, School Board General Counsel John C. Palmerini began circulating the MOU to board members by email, copying Superintendent Vazquez.

61. The public had no prior notice that the School Board intended to sell the property for redevelopment to Dr. Phillips Charities before the surprise press statement on September 23, 2025.

62. The last public statements made by the School Board about the disposition of the Hungerford Property were at the School Board work session held on June 17, 2025.

63. At the June 17 work session, representatives from Baker Barrios and the Town of Eatonville presented the results from the master planning process for Eatonville. Mayor Gardner indicated that Dr. Phillips Charities supported the master plan and the community's priorities for the Town's future development. The remainder of the discussion centered on various educational uses for some portion of the Hungerford Property and options for the ultimate disposition of the Property through various means.

64. Board members did not discuss selling the property to Dr. Phillips Charities for redevelopment at the June 17 work session.

65. On September 24, 2025, the School Board noticed a September 30, 2025, work session, scheduled for 2:00 p.m., at which "Consideration of Proposed Memorandum of Understanding between Dr. P. Phillips Foundation and the School Board of Orange County, Florida regarding Hungerford Property located within the Town of Eatonville" was on the agenda.

66. On September 24, 2025, the School Board noticed a public meeting for Open Public Comment at 4:00 p.m. and a regular session of the School Board at 5:00 p.m. both to be held on September 30, 2025.

67. The request to approve the MOU between Dr. Phillips Charities and the School Board regarding Hungerford Property located within the Town of Eatonville was item number 17.02 on the agenda for the School Board's September 30 meeting.

68. On September 25, 2025, the Town Council of Eatonville held a special council meeting and voted to adopt a resolution expressing their objections to the proposed MOU. Council

members raised concerns that the mayor had kept them in the dark about the deal and concerns about the terms of the MOU.

69. Council members had learned of the secret deal just days before the September 23 press release was issued announcing the sale of the Hungerford Property to Dr. Phillips Charities.

70. At the September 25 Eatonville Town Council meeting, representatives of Dr. Phillips Charities told Town Council that they had asked that negotiations over the MOU be kept confidential.

71. During public comment at the September 25 Town Council meeting, members of the public expressed their concerns at the lack of transparency and secrecy over the intended sale of the Hungerford Property.

72. Eatonville council members expressed concern that they were not offered the opportunity to buy or otherwise own the land.

73. At the September 30 School Board meeting, Board members took a formal vote to unanimously approve the MOU.

74. The MOU memorialized the contours of the negotiated terms of an agreement for the sale of the Hungerford Property to Dr. Phillips Charities.

75. At the September 30 School Board meeting, Board members voted to unanimously approve the designation of the Hungerford Property as surplus under § 1013.28(1)(a), Fla. Stat. This is a mandatory statutory requirement prior to disposing of the land through a sale.

76. The MOU was signed on September 30, 2025, by the following individuals: Kenneth D. Robinson, president/CEO of The Dr. P. Phillips Foundation; Terry Prather, board chair of The Dr. P. Phillips Foundation; Teresa Jacobs, school board chair of the School Board of Orange County, FL; Maria F. Vazquez, superintendent of the Orange County School District; and Angie

Gardner, mayor of the Town of Eatonville. This fully executed MOU is attached to this Complaint as Exhibit A.

Real estate purchase agreement for the sale of the Hungerford Property to Dr. Phillips Charities

77. On December 29, 2025, the School Board noticed a work session meeting for January 6, 2026. The proposed Real Estate Purchase Agreement for the Hungerford Property between the School Board and Dr. Phillips, Inc., and The Dr. P. Phillips Foundation, Inc. (hereinafter, “Purchase Agreement”) was attached to the notice.

78. On January 5, 2026, the School Board noticed an Open Public Comment Meeting and regular session of the School Board, both to be held on January 13, 2026.

79. The January 6 work session was open to the public but not a meeting at which formal votes were taken or public comment allowed.

80. The four main development provisions of the Purchase Agreement—development of community green space and pavilion, an early learning center, a town center and history center/museum, and affordable housing—mirror the main development provisions of the MOU.

81. The Purchase Agreement differs from the MOU in that it provides the full sales price of \$14 million; the specific terms and conditions for discounting the full sales price based on Dr. Phillips Charities’ completion of the four main development provisions first introduced in the MOU; and a non-refundable deposit, compliance date, and provisions for the effect of delay.

82. At some point between the September 30 public meeting and the January 6 work session, the School Board and Dr. Phillips Charities negotiated the full sales price of the land and the specific dollar amounts that would be credited to Dr. Phillips Charities if they completed certain development targets. None of this was discussed at a public meeting prior to a sales contract with

these negotiated terms being presented to the School Board for discussion at the January 6 work session.

83. At the January 6 work session, questions were asked about how the School Board and Dr. Phillips Charities arrived at the sales price of \$14 million (with \$1 million due at closing). General Counsel for the School Board stated that it was the same price from their prior sales contract for the land in 2021. Counsel admitted that they had not done an appraisal and as of the date of the work session did not know the appraised value of the land.

84. At the January 6 work session, the School Board discussed whether certain substantive terms of the Purchase Agreement could be changed. One example was whether there could be a right of first refusal to Eatonville if there is a future sale of the Hungerford property.

85. The attorney for the School Board said changes to the contract would have to be negotiated with Dr. Phillips Charities.

86. The Board discussed the possibility that if they attempted to have further negotiations it could delay the vote on the Purchase Agreement.

87. The Board had already scheduled a public meeting about the Purchase Agreement for January 13, 2026, at which public comment would be allowed and a formal Board vote taken.

88. Representatives from the Town of Eatonville requested a 90-day extension. The Board declined to approve the extension.

89. The School Board's minutes from the meeting reflect that the Board asked for its General Counsel to work with Dr. Phillips Charities on whether potential changes could be negotiated to the contract, including whether "good faith" could be further defined; whether the Superintendent's ability to amend the Purchase Agreement could be changed; and whether a right of first refusal could be provided to the Town.

90. Although a formal vote was not taken, multiple Board members indicated at the January 6 work session that they supported approving the Purchase Agreement.

91. Prior to a formal vote by the School Board to approve the Purchase Agreement, on January 9, 2026, Kenneth Robinson, president/CEO of both Dr. Phillips Inc. and Dr. P. Phillips Foundation, Inc., signed the Purchase Agreement.

92. The Purchase Agreement signed on January 9 contained some revisions to the provisions defining further “good faith efforts” and the Superintendent’s ability to amend the Purchase Agreement without board approval. The Purchase Agreement was not revised to reference any ability for Eatonville to have a right of first refusal if the land were later resold.

93. On January 13, 2026, the Board took a formal vote to unanimously approve the Purchase Agreement for the sale of the Hungerford Property to Dr. Phillips Charities.

94. On January 13, 2026, John C. Palmerini, general counsel for the School Board, signed the Purchase Agreement.

95. On January 14, 2026, on behalf of the School Board, the following individuals signed the Purchase Agreement: Teresa Jacobs, board chair, and Maria F. Vazquez, superintendent. The fully executed Purchase Agreement is attached to this Complaint as Exhibit B.

The School Board’s public-private partnership to develop the Hungerford Property

96. The Purchase Agreement requiring that the Dr. Phillips Charities develop certain parcels of the Hungerford Property for specified public uses in exchange for a discount on the purchase price of the land constitutes a “qualifying project” under Florida’s public-private partnership law, Fla Stat. § 255.065.

97. The public-private partnership law applies to the School Board as a “responsible public entity,” and it applies to Dr. Phillips Charities as a “private entity.”

98. The public-private partnership law applies to certain “qualifying projects,” specifically, “[a] facility or project that serves a public purpose, including, but not limited to . . . medical or nursing care facility, recreational facility, sporting or cultural facility, or educational facility or other building or facility that is used or will be used by a public educational institution, or any other public facility or infrastructure that is used or will be used by the public at large or in support of an accepted public purpose or activity[.]” Fla Stat. § 255.065(1)(i).

99. Qualifying projects in the MOU and Purchase Agreement include the early learning center, green space/pavilion for community festivals, the town center and history museum, and the community hub/healthcare facility because they are public facilities or infrastructure that will be used by the public at large or in support of an accepted public purpose or activity. Medical and educational facilities are specifically identified as examples of qualifying projects in the statute.

100. Accordingly, the MOU and Purchase Agreement between Dr. Phillips Charities and the School Board constitute a public-private partnership under Florida law.

101. The School Board did not solicit bids for the sale or redevelopment of the Hungerford Property.

102. Therefore, since Dr. Phillips Charities’ bid for the redevelopment of the Hungerford Property was unsolicited, the public-private partnership statute details certain considerations that must be discussed at public meetings prior to reaching a decision to entering into the public-private partnership.

103. The School Board is authorized to proceed with an unsolicited proposal for qualifying projects without a public bidding process “if the responsible public entity holds a duly

noticed public meeting at which the proposal is presented and affected public entities and members of the public are able to provide comment and, at a second duly noticed public meeting, determines that the proposal is in the public's interest." § 255.065(3)(c), Fla. Stat. (2025).

104. In making the public interest determination, the public entity must consider all of the following factors (*id.*): "1. The benefits to the public. 2. The financial structure of and the economic efficiencies achieved by the proposal. 3. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project. 4. The project's compatibility with regional infrastructure plans. 5. Public comments submitted at the meeting. The responsible public entity must provide a statement that explains why the proposal should proceed and addresses such comments."

105. Then, the responsible public entity must publish in the Florida Administrative Register for at least 7 days a report that includes all of the following: (1) the public interest determination above; (2) the factors considered in making such public interest determination; and (3) the responsible public entity's findings based on each considered factor. *Id.* (3)(d).

106. There are other specific substantive requirements for consideration of these types of proposals generally and educational facilities, specifically, that all must be discussed at duly noticed public meetings.

107. The School Board will forgive up to \$13 million of the full sales price to the developer in exchange for accomplishment of certain identified projects.

108. Representatives from the Town of Eatonville and the Community Redevelopment Agency raised concerns at the January 6 work session about their lack of knowledge or input into this plan, whether these specific projects are needed or desired by the community, and whether these uses are consistent with the Town's comprehensive plan.

Florida’s Sunshine Law

109. Florida’s Sunshine Law requires that all meetings of a school board “at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such a meeting.” § 286.011(1), Fla. Stat. (2025).

110. The School Board “must provide reasonable notice of all such meetings.” *Id.*

111. The purpose of the notice requirement is to apprise the public of the pendency of matters that might affect their rights, afford them an opportunity to appear and present their views, and afford them reasonable time to make an appearance.

112. Florida’s Sunshine Law applies to the entire decision-making process of the School Board, and not merely to the final vote to ratify a decision previously made outside the sunshine.

113. All steps and deliberations in the decision-making process must be open to the public.

114. The Sunshine Law applies to real estate negotiations and decisions to sell public land like the Hungerford Property.

115. The Sunshine Law applies to decisions required to be taken at duly noticed public meetings to enter into public-private partnerships.

Public Concern

116. Standing is liberal under Florida’s Sunshine Law and a special injury is not required.

117. The mere showing that the Sunshine Law has been violated is irreparable public injury.

118. P.E.C.'s principal place of business in Eatonville, Florida, is located in close proximity to the Hungerford Property.

119. The Hungerford Property constitutes 14% of the Town of Eatonville's total land.

120. As the Hungerford Property is currently vacant, the land's ownership, control, and responsible development is key to the P.E.C.'s preservation efforts for this Property and the Town as a whole.

121. At its address in Eatonville, P.E.C. operates the Zora Neale Hurston National Museum of Fine Arts ("the Hurston Museum.").

122. P.E.C. established the Zora Neale Hurston Festival of the Arts and Humanities in 1990. It is the country's longest running arts and humanities festival celebrating the cultural contributions that people of African ancestry have made throughout the African diaspora.

123. For over three decades, P.E.C. utilized the Hungerford school campus and facilities to present the annual festival and other programs, such as educational conferences. The 2026 festival was held, with permission of the School Board, on a portion of the Hungerford Property.

124. The School Board's actions in violation of Florida's Sunshine Law harmed the P.E.C.'s right to be present at all steps in the Board's decision-making process about the sale and redevelopment of the Hungerford Property.

**COUNT 1 -
Violation of Florida's Government in the Sunshine Law,
§ 286.011, Fla. Stat. (2025), and Art. I, § 24(b), Fla. Const.
Sale of the Hungerford Property**

125. Plaintiff alleges and adopts paragraphs 1-124 by reference here.

126. Florida's Sunshine Law requires the entire decision-making process related to the real estate negotiations for the sale and redevelopment of the Hungerford Property to be open to the public.

127. The Sunshine Law must be construed to frustrate all evasive devices. Staff members are not subject to the Sunshine Law. However, the use of staff members or others as liaisons and intermediaries to circumvent public meetings requirements to discuss a specific matter that is reasonably foreseeable to come before the board is an evasive device. *See Blackford for Use & Benefit of Cherokee Jr. High Sch. Parent-Tchr. Ass'n. v. Sch. Bd. of Orange Cnty.*, 375 So. 2d 578, 580-81 (Fla. 5th DCA 1979) (holding the superintendent acted as an intermediary to improperly circumvent the Sunshine Law by having successive meetings with board members to discuss and assess their positions on proposals that would later come before the board at a public meeting).

128. At the time of the September 23 press announcement that the School Board had reached an agreement to sell the Hungerford Property to Dr. Phillips Charities, there had not been a single public meeting where this sale was contemplated.

129. There was no public vote prior to the announcement of the agreement.

130. The Board had not issued a request for proposals or bids. The Board had not taken any public action to indicate it was willing to sell the property to anyone or any interests it had in developing the property for specific purposes.

131. No deliberations of any kind had taken place at a public meeting prior to the announcement of the sale.

132. Staff members' actions in circulating the MOU in advance to board members, having individual discussions with board members, and counting votes of board members prior to noticing a public meeting constituted acting as an improper intermediary, holding de facto meetings, and otherwise evading the requirements of the Sunshine Law by conducting business that should have taken place at a public meeting.

133. The Sunshine Law prohibits exactly these kinds of secret deals without the involvement of the public, which has the right to be present at all phases of the decision-making process.

134. The September 30 meeting to formally vote to approve the MOU was merely ceremonial acceptance of an agreement that had already been negotiated and approved prior to any discussions being held in public.

135. As all steps in the deliberations process are required to be held in the sunshine, the approval of the MOU at the September 30 meeting violated the Sunshine Law and is void ab initio.

136. The School Board’s formal vote to unanimously approve the Purchase Agreement at a public meeting on January 13, 2026, was merely ceremonial acceptance of an agreement that had already been crystallized prior to a formal public vote.

137. As all steps in the deliberations process are required to be held in the sunshine, the formal vote to approve of the Purchase Agreement at the January 13 meeting violated the Sunshine Law and is void ab initio.

**COUNT 2 -
Violation of Florida’s Government in the Sunshine Law,
§ 286.011, Fla. Stat. (2025), and Art. I, § 24(b), Fla. Const.
Public-Private Partnership to develop portions of the Hungerford Property**

138. Plaintiff alleges and adopts paragraphs 1-124 by reference here.

139. Florida’s Sunshine Law requires the entire decision-making process related to the decision to enter into a public-private partnership agreement for development of certain portions of the Hungerford Property to be open to the public.

140. Florida law on public-private partnerships requires that certain substantive discussions be held at two separate public meetings prior to approving an unsolicited bid.

141. Dr. Phillips Charities' offer to purchase the Hungerford Property constituted an unsolicited bid because the School Board had not issued a Request for Proposal for the sale of the Property.

142. The School Board failed to hold two duly noticed public meetings and weigh the required considerations at these meetings prior to approving the Purchase Agreement.

143. The School Board's failure to conduct all of the required steps in the decision-making process to enter into a public-private partnership with Dr. Phillips Charities at meetings open to the public violates the Sunshine Law.

144. The MOU and Purchase Agreement are void ab initio for violations of the Sunshine Law as it relates to the public meeting requirements for entering into a public-private partnership.

COUNT 3 -

Violation of Florida's Government in the Sunshine Law, § 286.011(8), Fla. Stat. (2025), and Art. I, § 24(b), Fla. Const. Violations of Statutory Requirements for Closed Meetings

145. Plaintiff alleges and adopts paragraphs 1-124 by reference here.

146. The School Board violated Florida's Sunshine Law when it held three shade meetings pursuant to Florida's exemption that allows closed attorney-client sessions during pending litigation.

147. The statutory exemption provides, in relevant part, that any "board..., and the chief administrative or executive officer of the governmental entity, may meet in private with the entity's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency[.]" § 286.011(8), Fla. Stat. (2025). This is known as a "shade meeting." *City of St. Petersburg v. Wright*, 241 So. 3d 903, 904 (Fla. 2d DCA 2018).

148. The exemption is to be construed narrowly and strict construction applies. *City of Dunnellon v. Aran*, 662 So. 2d 1026, 1027 (Fla. 5th DCA 1995). “Substantial compliance” with the exemption is not enough. *Id.*

149. A number of statutory conditions set forth in § 286.011(8), Fla. Stat. (2025) must be met for the board to comply with the requirements of this exemption. *Zorc v. City of Vero Beach*, 722 So. 2d 891, 899 (Fla. 4th DCA 1998).

150. The School Board held three shade meetings during prior litigation with P.E.C. – April 10, 2024; October 15, 2024; and October 29, 2024.

151. The School Board failed to comply with these statutory requirements by allowing unauthorized persons to attend all three meetings.

152. When the board engaged in substantive discussions and deliberations during the shade meetings about whether to support the Town of Eatonville’s bid for a museum (April 10, 2024 meeting) or a lease-purchase agreement for the Hungerford Property (October 2024 meetings), it violated the Sunshine Law.

153. The School Board exceeded the permissible scope of the exemption because, as the legislative history states, “the Shade Exemption merely provides a governmental entity’s attorney an opportunity to receive necessary direction and information from the government entity.” *Anderson v. City of St. Pete Beach*, 161 So. 3d 548, 552-53 (Fla. 2d DCA 2014). The exemption was instead impermissibly used here for government “to meet behind closed doors to accomplish goals out of the sunshine.” *Id.*

154. A school board is authorized to enter into a lease-purchase agreement “upon such terms and conditions as the board determines are in its best interests.” § 1013.15(1), Fla. Stat. (2025). The Florida statutes specifically require that a school board’s discussions to “consider

approval” of the lease-purchase agreement must occur at a public meeting. *Id.* (“Before entering into or executing any such lease, a board shall consider approval of the lease or lease-purchase agreement at a public meeting, at which a copy of the proposed agreement in its final form shall be available for inspection and review by the public, after due notice as required by law.”)

155. All of the School Board’s considerations as to whether to enter into a lease-purchase agreement with the Town were required to take place in the sunshine.

156. At the October 2024 meetings, the School Board’s considerations about whether to enter into a lease-purchase agreement with the Town of Eatonville exceeded its limited authority to discuss settlement negotiations.

157. Counsel for plaintiffs in the prior litigation had extended a settlement offer if the School Board entered into a lease-purchase agreement with the Town of Eatonville. Although it is appropriate for the Board to discuss this offer to the extent it is giving direction to the Board’s attorney about settlement negotiations, the Board exceeded its authority by having wide-ranging discussions about whether to enter into a lease-purchase agreement.

158. Over the course of two meetings in October 2024, Board members and staff discussed the history of the Hungerford Property dating back to the 1800s, including the original donors of the land; how the School Board acquired the land in the 1950s; whether a dump was placed on the Hungerford Property; the amount of money the School Board had made from sales of the land; history of the School Board’s past attempts to sell the land; the potential impact of a decision to enter into an agreement with Eatonville on an upcoming referendum for a half penny sales tax for school funding; the potential impact on union negotiations; a potential offer to purchase the Hungerford Property from another developer; the Florida Live Local Act and how that may have increased the value of the land for a developer if it were used for affordable housing;

concerns about media coverage of the Board’s past and future actions related to the Hungerford Property; and other topics not authorized under the limited scope of this exemption that otherwise would be required to take place in the sunshine.

159. School Board members and staff also discussed their views about Eatonville’s capacity to manage the Hungerford Property; whether Eatonville could turn around and sell the Hungerford Property for millions of dollars; whether Eatonville had been a good partner to the School Board; whether Eatonville had been good stewards of its land; whether Eatonville ever owned the Hungerford Property and the original purposes of the land donations to set up the school; and if the School Board had some type of obligation to return it to the community.

160. The fact that the School Board later discussed this same lease-purchase agreement at a public June 2025 work session, after the litigation had concluded, further demonstrates that these secret conversations deprived the public of contemporaneous knowledge of the Board’s decision-making and deliberative process.

161. After the School Board’s decision had already been made to sell the land to Dr. Phillips Charities, the Town continued to raise objections, including at the January 6 work session and the January 13 public meeting to vote on the Purchase Agreement.

162. Because of the Board’s violation of this exemption to hold discussions behind closed doors, the Town, its residents, and interested members of the public, were deprived of contemporaneous knowledge of the full scope of the Board’s considerations.

163. The Board’s actions violated the requirements of this limited statutory exemption.

164. The Board’s impermissible closed-door discussions were part of a broader pattern of secret dealings that pervaded its decision not to transfer the land to the Town and instead to

enter into an agreement to sell the land for redevelopment to Dr. Phillips Charities outside of the public view.

165. P.E.C. is entitled to relief in the form of a declaration that the Board violated the Sunshine Law when it failed to meet the procedural requirements of § 286.011(8), Fla. Stat. (2025) and failed to confine its discussions to limited permissible topics during the attorney-client shade meetings held on April 10, 2024; October 15, 2024; and October 29, 2024.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. Declare that the School Board violated Florida’s Government in the Sunshine Law, § 286.011, Fla. Stat. (2025), and Article I, § 24(b) of the Florida Constitution and declare all actions taken in violation of this law to be void ab initio;
- B. Issue an injunction invalidating the School Board’s decision and the MOU and Purchase Agreement with Dr. Phillips Charities due to violations of § 286.011, Fla. Stat. and Article I, § 24(b) of the Florida Constitution;
- C. Issue an injunction restraining the School Board from entering into a public-private partnership with Dr. Phillips Charities without noticing and holding the required discussions at public meetings due to violations of § 286.011, Fla. Stat. and Article I, § 24(b) of the Florida Constitution;
- D. Award Plaintiff attorneys’ fees and costs pursuant to § 286.011(4), Fla. Stat. (2025);
- E. Award any other relief this court deems just and proper.

Dated: April 1, 2026

/s/ Kirsten Anderson
Kirsten Anderson, Fla. Bar No. 17179
kirsten.anderson@splcenter.org
Southern Poverty Law Center

P.O. Box 10788
Tallahassee, FL 32302
Office: (850) 521-3000
Cell: (352) 318-7284

Jacqueline Azis, Fla. Bar No. 101057
Southern Poverty Law Center
2 South Biscayne Blvd., Ste. 3200
Miami, FL 33131
Cell: (727) 463-2110
jacqueline.azis@splcenter.org

Ellen Degnan*, Ala. Bar No. ASB-3244-I12V
Southern Poverty Law Center
400 Washington Ave.
Montgomery, AL 36104
Cell: (334) 313-0702
ellen.degnan@splcenter.org

Jamie Rush*, Ga. Bar No. 999887
Southern Poverty Law Center
Cell: (404) 673-6523
jamie.rush@splcenter.org
Malissa Elaine Williams*, Ga. Bar No. 964322
Cell: (404) 673-1468
malissa.williams@splcenter.org
150 E. Ponce de Leon Ave., Ste. 340
Decatur GA 30030

**Motions for Pro Hac Vice Filed
Contemporaneously
ATTORNEYS FOR PLAINTIFF*



Memorandum of Understanding
Effective Date: September 30, 2025

This Memorandum of Understanding (the "MOU") is entered into by and between The Dr. P. Phillips Foundation, commonly known as Dr. Phillips Charities, and the School Board of Orange County, Florida (collectively, the "Parties").

Background

Dr. Phillips Charities is currently in conversation with the School Board of Orange County to purchase the Hungerford Property located in the Town of Eatonville. The intent of Dr. Phillips Charities is to improve the property to serve the community in education, the arts, and healthcare, and to help preserve the legacy of Eatonville as one of the nation's oldest, continuously self-governing African American communities.

The Town of Eatonville has been conducting community listening sessions in collaboration with the Polis Institute, residents, and other stakeholders to identify community needs and aspirations. Additionally, the Town has engaged Baker Barrios to develop conceptual site plans that reflect the insights gathered during these sessions.

Intent and Use of Property

Should Dr. Phillips Charities successfully acquire the Hungerford Property, it intends to use the Baker Barrios site plan concepts as a guiding framework for development. The organization does not seek to profit from this transaction. Instead, it will leverage its experience, resources, and relationships to identify and engage the most suitable place-makers to bring the vision to life.

In alignment with the Town's priorities, local small businesses will be given initial opportunities for contracts, and bidding during the development process, ensuring that economic benefits are felt directly within the community.

Any funds generated in excess of Dr. Phillips Charities' direct costs (with no markup) will be reinvested into the project in the form of grants to further enhance the community and support its long-term success.

The Parties agree to negotiate a fair purchase price for the Hungerford Property. Dr. Phillips Charities will pay one million dollars (\$1,000,000.00) of the agreed-upon price upfront to the School Board of Orange County. The School Board of Orange County will transfer the property via deed to Dr. Phillips Charities. The remaining balance will be forgiven upon the achievement of the following milestones:

- 1. **By the end of Year 2:**
 - Significant progress on infrastructure, including the development of extensive green space and a pavilion for community festivals.

- Upon completion of the significant progress on infrastructure, the portion of the land so improved will be donated to the Town of Eatonville with the consideration being the improvements to the property.
2. **By the end of Year 3:**
 - Completion of an Eatonville Early Learning Center. Enrollment priority will be given to residents of the Town of Eatonville and the children of teachers and support staff employed at Hungerford Elementary School.
 3. **By the end of Year 4:**
 - Establishment of a Community Hub/Healthcare facility (To be named with resident input)).
 4. **Town Center and History Center/Museum:**
 - Land will be set aside for the construction of a Town Center and History Center/Museum. The land will be donated to the Town of Eatonville once construction funding is secured. Consideration for the donation of the land is that students attending schools operated by the School Board of Orange County, Florida will be given free admission to the History Center/Museum owned and operated by the Town.
 5. **To Be Determined - Affordable, Deed-Restricted Single-Family Housing:**
 - When the Town develops a "Housing Strategy," this might be a potential use of the land.
 - Any affordable, deed restricted single family housing will have a preference for residents of the town of Eatonville, instructional and education support employees of the School Board of Orange County, and first responders employed by the Town of Eatonville.
 - For the affordable dwelling units, a percentage will be made available for seniors with modified annual fees.
 - Approximately 4-6 acres will be transferred via deed to Town of Eatonville for a Multi-Family Affordable Housing Project. Consideration for the donation is the setting aside of deed-restricted single-family housing for instructional and education support employees of the School Board of Orange County, Florida.

For Dr. Phillips Charities

Kenneth D. Robinson
President/CEO
The Dr. P. Phillips Foundation

Terry Prather
Board Chair
The Dr. P. Phillips Foundation

Date: _____

Date: _____

For The School Board of Orange County, Florida

Teresa Jacobs
School Board Chair
School Board of Orange County, Florida

Date: _____

Maria F. Vazquez, Ed.D
Superintendent
Orange County School District

Date: _____

Acknowledged By

The undersigned acknowledges and supports the intent and terms outlined in this Memorandum of Understanding.

Angela Gardner
Mayor of the Town of Eatonville

Date: _____

PRESS RELEASE

Local

A NEW CHAPTER IN AMERICAN HISTORY: TOWN OF EATONVILLE ANNOUNCES PROPOSED MULTIMILLION-DOLLAR PARTNERSHIP TO PURCHASE HUNGERFORD PROPERTY FROM ORANGE COUNTY PUBLIC SCHOOLS, PENDING SCHOOL BOARD VOTE

Mayor Angie Gardner Champions Visionary Partnership to Preserve Eatonville's Legacy, Fuel Resident-Focused Development and Launch a Multi-Year Master Plan

National

A NEW CHAPTER IN AMERICAN HISTORY: ONE OF THE NATION'S OLDEST BLACK TOWNS MOVES TO PRESERVE LAND AND CULTURE THROUGH PROPOSED NONPROFIT PARTNERSHIP, PENDING SCHOOL BOARD VOTE

Mayor Angie Gardner Champions Visionary Proposal to Preserve the Hometown of Zora Neale Hurston, Fuel Resident-Focused Development and Launch a Multi-Year Community Plan

EATONVILLE, Fla. (September 23, 2025, 5 a.m.) –In a landmark agreement shaped by more than a decade of community dialogue, Dr. Phillips Charities and Orange County Public Schools (OCPS) have proposed a historic deal to transfer ownership of the parcel that once housed Hungerford Preparatory High School. Town of Eatonville Mayor Angie Gardner has voiced strong support for the transaction, which is scheduled to begin on September 30, pending a final vote by the OCPS School Board. This pivotal land transfer would not only protect Eatonville from predatory development but also lay the foundation for a resident-centered master plan that honors the town's rich cultural legacy.

Orange County Public Schools and Dr. Phillips Charities agree to negotiate a fair purchase price for the Hungerford Property. Dr. Phillips Charities would pay \$1 million of the agreed-upon price upfront to the School Board of Orange County. The School Board of Orange County will transfer the property via deed to Dr. Phillips Charities. The remaining balance will be forgiven upon the achievement of the milestones designed to benefit the community, including the development of green space, an early learning center, a community hub and much more detailed below. The property spans approximately **117 acres** and is located at **the Hungerford and Keller Road property sites**.

The property was once home to the Robert L. Hungerford Normal and Industrial School, a historic institution modeled after Booker T. Washington's Tuskegee Institute and founded in the late 1800s to educate African American students. Orange County Public Schools acquired the land in 1951. They had been exploring options to sell or develop it in recent years, raising concerns about displacement and erasure of the community's legacy.

Since taking office in 2022, Town of Eatonville Mayor Angie Gardner has led a visionary effort to ensure the future of Eatonville is shaped by those who know it best: its residents. Through a robust series of community listening sessions, Eatonville has crafted a resident-centered master plan rooted in dignity, access, and mobility.

"This is much more than a land deal. This is about building a legacy and a strong future for Eatonville through a bold, strategic partnership," said **Mayor Angie Gardner**. "I want to thank Dr. Phillips Charities, Polis Institute, and Baker Barrios Architects for their unwavering commitment to protecting Eatonville's legacy. This partnership starts a new chapter and showcases a model that reflects dignity, justice, and opportunity for generations to come. I could not be prouder to lead our town's people into a stronger future built *by us for our* community."

This partnership marks a meaningful step forward, building trust between the Town of Eatonville and its partners while transferring stewardship of the land in alignment with the community's vision outlined in the master plan developed with residents.

Dr. Phillips Charities is a trusted philanthropic organization known for its community-building efforts. Its proven track record makes the organization an ideal partner to steward and preserve Eatonville's heritage by creating a framework for development that can adapt over time. It will strike a balance between growth and affordability, prevent displacement, and provide opportunities for residents.

Under the terms of the proposed agreement:

- By the end of **Year 2**, Dr. Phillips Charities will make significant progress on infrastructure, including the development of **extensive green space and a pavilion** for local festivals. This land will be donated to the Town upon completion
- By the end of **Year 3**, the **Eatonville Early Learning Center** will be completed. Enrollment priority will be given to residents of the Town of Eatonville and the children of teachers and support staff employed at Hungerford Elementary School.
- By the end of **Year 4**, a **Community Hub and Healthcare Facility** will be established, named with input from Eatonville residents
 - Additionally, land will be reserved for a **Town Center and History Museum**, to be donated once construction funding is secured
 - Plans for affordable, deed-restricted housing are also in active discussion. These homes will prioritize residents, teachers, first responders, and seniors. If finalized, Dr. Phillips Charities would donate 4 to 6 acres for a proposed \$4.1 million multi-family affordable housing project.

As part of the agreement, small and local businesses will have access to early opportunities for jobs, contracts, and bidding. This will ensure that economic benefits are felt directly by Eatonville's residents.

"Dr. Phillips Charities does not seek to profit from this transaction," said **Ken Robinson, President and CEO of Dr. Phillips Charities**. "We are here to serve as stewards of this historic opportunity, aligning our resources with Eatonville's long-term vision to build a community that thrives without erasing its soul as the first self-governing, all-Black municipality in the United States, established in 1887."

"I'm very excited for this agreement after years of thoughtful dialogue," said **Dr. Maria Vazquez, OCPS Superintendent**. "I'm also grateful to Dr. Phillips Charities and the Town of Eatonville for their partnership in creating a plan that reflects a shared commitment to honoring Eatonville's rich history while investing in its future."

To learn more about future development plans and upcoming community engagement opportunities, please visit: [Hungerford.townofeatonville.org](https://hungerford.townofeatonville.org). For media inquiries, please contact press@townofeatonville.org or via phone at 407.494.0732. For media inquiries, please contact press@townofeatonville.org or via phone at 407.494.0732. Dr. Phillips

Charities inquiries can be sent to Sophie Henner at shenner@drphillips.org. Additional statements will be available directly following the September 30 board meeting.

About the Town of Eatonville

Incorporated in 1887, Eatonville, Florida is recognized as the first self-governing, all-Black municipality in the United States. Founded by formerly enslaved people with the support of philanthropist Lewis Lawrence and landowner Josiah Eaton, the town quickly became a beacon of Black independence and achievement. Anchored by St. Lawrence A.M.E. Church and the Robert Hungerford Normal and Industrial School, Eatonville offered residents opportunity, education, and pride at a time when few places did. The town is also renowned as the hometown of celebrated author and anthropologist Zora Neale Hurston, who immortalized Eatonville in her classic works, including *Their Eyes Were Watching God*. Today, Eatonville continues to honor its heritage as a symbol of resilience, self-determination, and cultural identity. To learn more, please visit Townofeatonville.org.

About Dr. Phillips Charities

Dr. P. Phillips was a visionary whose charitable contributions and entrepreneurship helped create a vibrant, thriving community in Central Florida. The Dr. Phillips name has been a major economic and philanthropic presence in the Central Florida community since the turn of the 20th century. Dr. Phillips Charities (Dr. Phillips Inc. and The Dr. P. Phillips Foundation) uses the earnings from its investment and real estate income to give financial assistance to hundreds of charities serving primarily in Orange and Osceola counties. Dr. Phillips has contributed more than \$257 million in grants, pledges and program-related investments to Central Florida charities responding to the needs of the community and directly touching the lives of thousands of children and families. Learn more at www.DrPhillips.org.

###