



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL AND SPECIAL CRA COMBINED MEETING AGENDA

Tuesday, October 03, 2023 at 7:30 PM

Town Hall - 307 E Kennedy Blvd

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- I. CALL TO ORDER AND VERIFICATION OF QUORUM (**Regular Town Council Meeting**)
 - II. INVOCATION AND PLEDGE OF ALLEGIANCE
 - III. APPROVAL OF THE AGENDA
 - IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)
 - V. PUBLIC HEARING

A. Approval of 2nd Reading of Charter Amendment by Ordinance 2023-8 (**Legal**)

VI. CONSENT AGENDA

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

VII. CITIZEN PARTICIPATION (Three minutes strictly enforced)

****TOWN COUNCIL MEETING TIME OF RECESS****

VIII. CALL TO ORDER AND VERIFICATION OF QUORUM (**Special CRA Board Meeting**)

IX. CITIZEN PARTICIPATION (Three minutes strictly enforced)

X. BOARD DECISIONS

2. Approval of Moving Forward With The Hostdime Project Allocating Funds For The Infrastructure (**Vice Mayor Daniels**)
3. Approval of Resolution CRA-A-2023-3 Release the Deferred Payment Loan Lien placed on property located at 213 W. Kennedy Blvd., Orlando, FL 32810. (**Councilwoman Randolph**)

XI. CRA MEETING ADJOURNMENT

****TOWN COUNCIL MEETING RESUME****

XII. COUNCIL DECISIONS

4. Approval of MOU For Public Services and Allocation of Funds Up To \$2,500.00. (**Administration**)
5. Approval of Resolution 2023 -19 designating the Mayor, Vice Mayor or Chief Administrative Officer to sign checks through the Edmund Electronic Signature Software Feature (**Finance**)
6. Approval of Right of Way Encroachment for 345 Eaton ST (**Planning**)
7. Approval of Confirmation of the Hiring of Mr. Stanley Murray As The Chief of Police For The Town of Eatonville (**Administration**)

XII. REPORTS

CHIEF ADMINISTRATIVE OFFICER'S REPORT

TOWN ATTORNEY'S REPORT

TOWN COUNCIL REPORT/DISCUSSION ITEMS

MAYOR'S REPORT

XIV. 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

OCTOBER 3, 2023 AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of 2nd Reading of Charter Amendment by Ordinance 2023-8 (Legal)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE
PUBLIC HEARING 1 ST / 2 ND READING	YES	Exhibits: <ul style="list-style-type: none">Ordinance #2023-8Town of Eatonville Charter – Drafted with Proposed Amendments
CONSENT AGENDA		
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Request is for Town Council to approve the 2nd Reading of the proposed Charter Amendments by Ordinance 2023-8.

SUMMARY: The Town Charter was last adopted in 2016. According to the Charter, Sec. 6.02. there shall be a periodic review of this Charter by a Charter review advisory committee appointed by the Town Council in 2024 and every eight (8) years thereafter. The Town of Eatonville is within the timeframe of a Charter Review. On April 18, 2023, the Town Council approved a Charter Review by Resolution 2023 – 6. Since approval, several Charter reviews have been conducted by the Town Council who serves as the acting Charter Review Committee along with the Charter Review Advisory Committee (CRAC) consisting of residents within the Town of Eatonville. The CRAC was appointed the Town Council on July 18, 2023. Presentation of a final report was presented to Town Council on September 7, 2023 with direction and preparation of a referendum through Ordinance 2023-8.

The approval of 1st reading took place on Tuesday, September 19, 2023 with a favorable vote by all members of the Town Council.

RECOMMENDATION: Recommendation is for Town Council to approve the 2nd Reading of the proposed Charter Amendment by Ordinance 2023-8.

FISCAL & EFFICIENCY DATA: N/A

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Introduced by: Attorney Clifford Shepard
1st Reading: September 19, 2023
2nd Reading: October 3, 2023

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ORDINANCE NO. 2023-8
AN ORDINANCE OF THE TOWN OF EATONVILLE, FLORIDA,
SUBMITTING TO THE ELECTORS OF EATONVILLE
PROPOSED AMENDMENTS TO THE CHARTER OF THE TOWN
OF EATONVILLE; PROVIDING BALLOT TITLES, SUMMARIES
AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING
DIRECTIONS TO THE TOWN CLERK; PROVIDING FOR
SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR
APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE
DATE FOR THE ORDINANCE.

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WHEREAS, the members of the Town of Eatonville Town Council have, in public meetings, studied and reviewed the Town of Eatonville Charter (the “Charter”) and received public input regarding proposed amendments to the Charter; and

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WHEREAS, the Town Council has determined that the Charter should be updated and revised in various sections; and

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WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its Charter, which amendments may be to any part or to all of its Charter except that part describing the boundaries of such municipality; and

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WHEREAS, the Town Council held a series of public meetings over several months, beginning on June 13, 2023, and ending on September 7, 2023; and

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WHEREAS, the Town Council has reviewed the entire Charter over that period and considered several changes which, if adopted by the electorate, would serve to clarify and modernize the language of the Charter in a manner consistent with state law and current practice; and

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WHEREAS, the Town Council finds it to be in the best interests of its citizens to submit said proposed Charter amendments to the voters at the municipal election on March 19, 2024.

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

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Section 1. The Town Council of the Town of Eatonville, pursuant to Section 166.031, Florida Statutes, hereby proposes and approves amendments to the Charter of the Town of Eatonville to be submitted to the electorate for consideration, which proposed amendments and the complete text thereof, as amended, is set forth in Section 3 below. Additions are shown with underlining, deletions are shown with ~~striketrough~~ type, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

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Section 2. Such election shall be held in conformity with the laws of the State of Florida

Ordinance No. 2023-81 of 6

and the Charter and ordinances of the Town of Eatonville now in force relating to elections in the Town of Eatonville. The Supervisor of Elections of Orange County is hereby requested to coordinate all matters to said referendum election with the Town Clerk. The proposed Charter amendments shall be submitted to the voters at the March 19, 2024 election.

Section 3. The proposed amendments, the ballot title, and the wording of the substance of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions affixed to this Ordinance as Composite Exhibit 1.

Section 4. The Town Clerk is hereby directed to ensure that all advertising, translation, and notice requirements are complied with and to coordinate all activities necessary to conduct the referendum election called for in Section 2 of this Ordinance with the Supervisor of Elections for Orange County.

Section 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto. Further, the lack of approval by a majority of electors of one or more separate amendments to this Charter, as set forth in Section 3 herein, shall not be deemed to affect the validity of any amendments that may be approved by a majority of the electors.

Section 6. All ordinances and Charter provisions, or parts of ordinances and Charter provisions in conflict herewith are hereby repealed.

Section 7. This Ordinance shall take effect immediately and pursuant to the Town’s Charter. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval at a referendum election of the electors of the Town of Eatonville in accordance with Section 166.031, Florida Statutes. If the electors reject an amendment, the rejected amendment shall not take effect.

AUTHENTICATED THIS 3 DAY OF October, A.D., 2023.

Angie Gardner, Mayor

Veronica King, Town Clerk

COMPOSITE EXHIBIT 1

Explanation, Ballot Title, Question, Summary, and Text References

Question 1 – Establishing Qualifying Periods and Methods

A. Explanation.

This Charter amendment would provide a defined qualifying period for candidates and methods of qualifying for office.

B. Ballot Proposal: The ballot title, question and summary for Question #1 are as follows:

PROVIDING A DEFINED QUALIFYING PERIOD
AND METHODS OF QUALIFYING FOR OFFICE.

Amending the Charter to provide a defined qualifying period for candidates for Mayor or Council and providing alternative methods of qualifying to run for office.

_____ Yes

_____ No

C. Text References: Article II, Section 2.02 of the Town of Eatonville Charter to be amended as set forth in that section in the “All Proposed Changes” document below. (Underline text is added to the Charter; strikethrough text is deleted; unmarked text is existing).

Question 2 – Confirmation of Mayoral Appointments

A. Explanation.

This Charter amendment would provide a revised method for confirming Mayoral appointments and avoiding deadlock so that vacant positions can be filled.

B. Ballot Proposal: The ballot title, question and summary for Question #2 are as follows:

AMENDING THE METHOD FOR CONFIRMING
MAYORAL APPOINTMENTS TO AVOID
DEADLOCK.

Amending confirmation of Mayoral appointments providing interim appointees not confirmed by Council within 120 days, may continue to serve no more than 180 days, during which time the Mayor shall propose 3 candidates, one of which may be the interim appointee, for confirmation by Council. If no candidate is confirmed within the 180-day period, the Mayor may appoint a candidate from among the 3 who will fill the position on a permanent basis.

_____ Yes

_____ No

C. **Text References:** Article II, Section 2.03 of the Town of Eatonville Charter to be amended as set forth in that section in the “All Proposed Changes” document below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

Question 3 – Selection of Vice Mayor

A. **Explanation.**

This Charter amendment would change the method for selecting the Vice Mayor to provide for election by the Town Council.

B. **Ballot Proposal:** The ballot title, question and summary for Question #3 are as follows:

AMENDING THE METHOD FOR SELECTING THE
VICE MAYOR.

Amending the method for the selection of the Vice Mayor to provide for election by the Town Council.

_____ Yes

_____ No

C. **Text References:** Article II, Section 2.04 of the Town of Eatonville Charter to be amended as set forth in that section in the “All Proposed Changes” document below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

Question 4 - Clarification the Effective Date of Salary Increases for Mayor and Council

A. **Explanation.**

This Charter amendment would allow Council to include the effective date of any increase in the Mayoral or Council salaries in the ordinance implementing the increase.

B. **Ballot Proposal:** The ballot title and question for Question #4 are as follows:

ALLOWING COUNCIL TO ESTABLISH THE
EFFECTIVE DATE OF ANY MAYORAL OR
COUNCIL SALARY INCREASE

Amending the Charter by allowing the Town Council to establish the effective date of any Mayoral or Council salary increases in the ordinance adopting such increases.

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192 _____ No

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194 **C. Text References:** Article II, Section 2.05 of the Town of Eatonville Charter to be
195 amended as set forth in that section in the “All Proposed Changes” document
196 below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted;
197 unmarked text is existing).

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199 **Question 5 – Relocating Right to Hearing before Forfeiture of Office**

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201 **A. Explanation.**

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203 This Charter amendment relocates the existing section providing a right to hearing for an
204 official facing potential forfeiture of office to the section governing forfeiture of office, where
205 it more correctly belongs.

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207 **B. Ballot Proposal:** The ballot title and question for Question #5 are as follows: for an official

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209 RELOCATING SECTION PROVIDING RIGHT TO
210 HEARING BEFORE FORFEITURE OF OFFICE

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212 Relocating from Section 2.08 to Section 2.07 of the Charter the right to a hearing
213 for elected officials charged with an offense that could result in forfeiture of office.

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215 _____ Yes

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217 _____ No

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219 **C. Text References:** Article II, Sections 2.07 and 2.08 of the Town of Eatonville
220 Charter to be amended as set forth in those sections in the “All Proposed Changes”
221 document below. (Underline text is added to the Charter; ~~strikethrough~~ text is
222 deleted; unmarked text is existing).

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224 **Question 6 – Clarifying and Supplementing the Powers and Duties of the Town**
225 **Clerk**

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227 **A. Explanation.**

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229 This Charter amendment clarifies the powers of and adds supplemental responsibilities to
230 the Town Clerk.

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232 **B. Ballot Proposal:** The ballot title and question for Question #6 are as follows:

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234 CLARIFYING AND SUPPLEMENTING THE
235 POWERS AND DUTIES OF THE TOWN CLERK

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237 Amending the Charter by clarifying the duties of the Town Clerk and adding certain
238 responsibilities to the position.

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_____ No

C. **Text References**: Article 3, Section 3.02 of the Town of Eatonville Charter to be amended as set forth in that section in the “All Proposed Changes” document below. (Underline text is added to the Charter; ~~strike through~~ text is deleted; unmarked text is existing).



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

OCTOBER 3, 2023, AT 07:30 PM

Cover Sheet

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

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

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> Services Agreement and Scope of Work
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Request to approve artist Jefrë Figueras Manuel of Studio JEFRE, LLC, service agreement on the artwork presented as part of the Ultimate Art Endowment Program.

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

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

RECOMMENDATION: For Town Council approve of the artwork presented and enter into a service agreement with Jefrë Figueras Manuel of Studio JEFRE, LLC as part of the Ultimate Art Endowment Program.

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

LETTER OF AGREEMENT

September 20, 2023

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

AND

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

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

Dear Mayor Gardner

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

PROJECT DESCRIPTION

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

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

SCOPE OF WORK – SECTION 1

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

Artist Fee

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

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

The approved construction budgets are the following:

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

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

CONDITIONS OF THE CONTRACT – SECTION 2

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

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

COMPENSATION – SECTION 3

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

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

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

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

AUTHORIZATION – SECTION 4

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

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

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

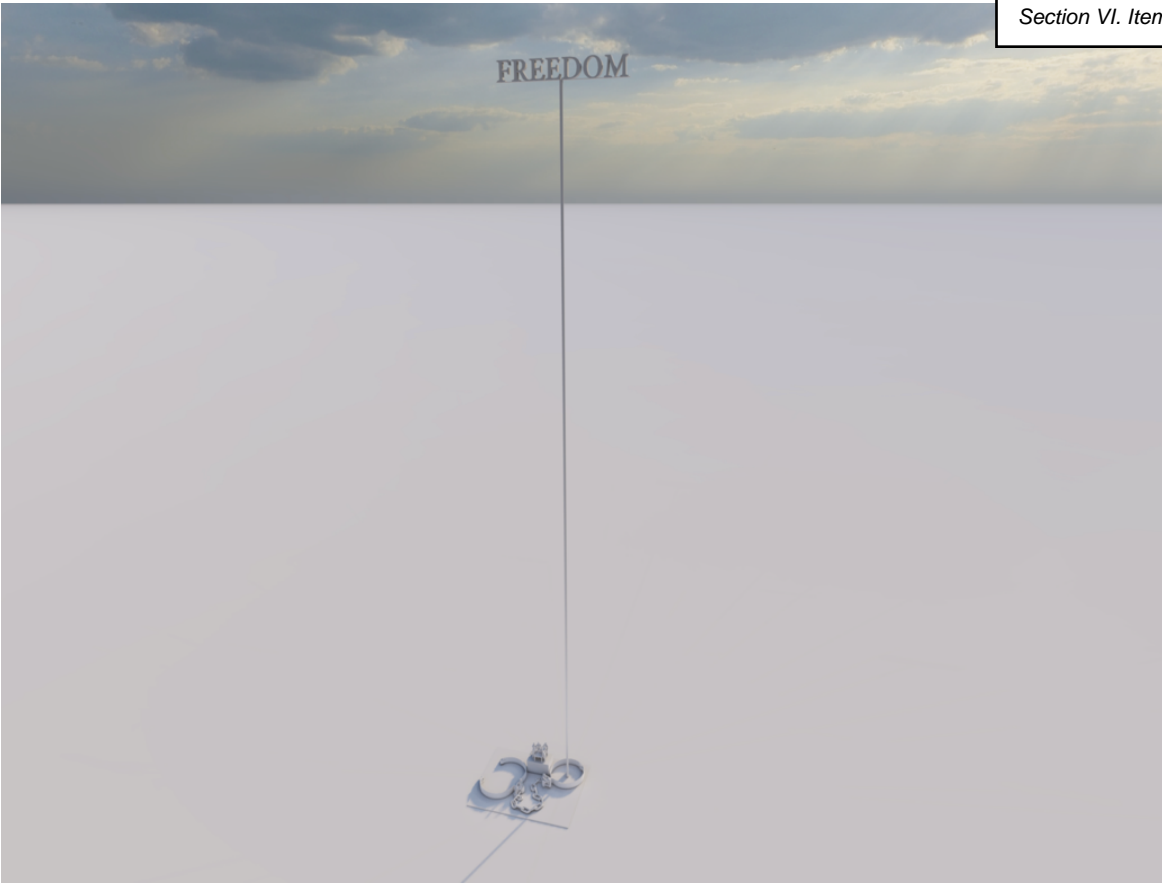


Mayor Gardner, "Owner Rep"
 City of Eatonville

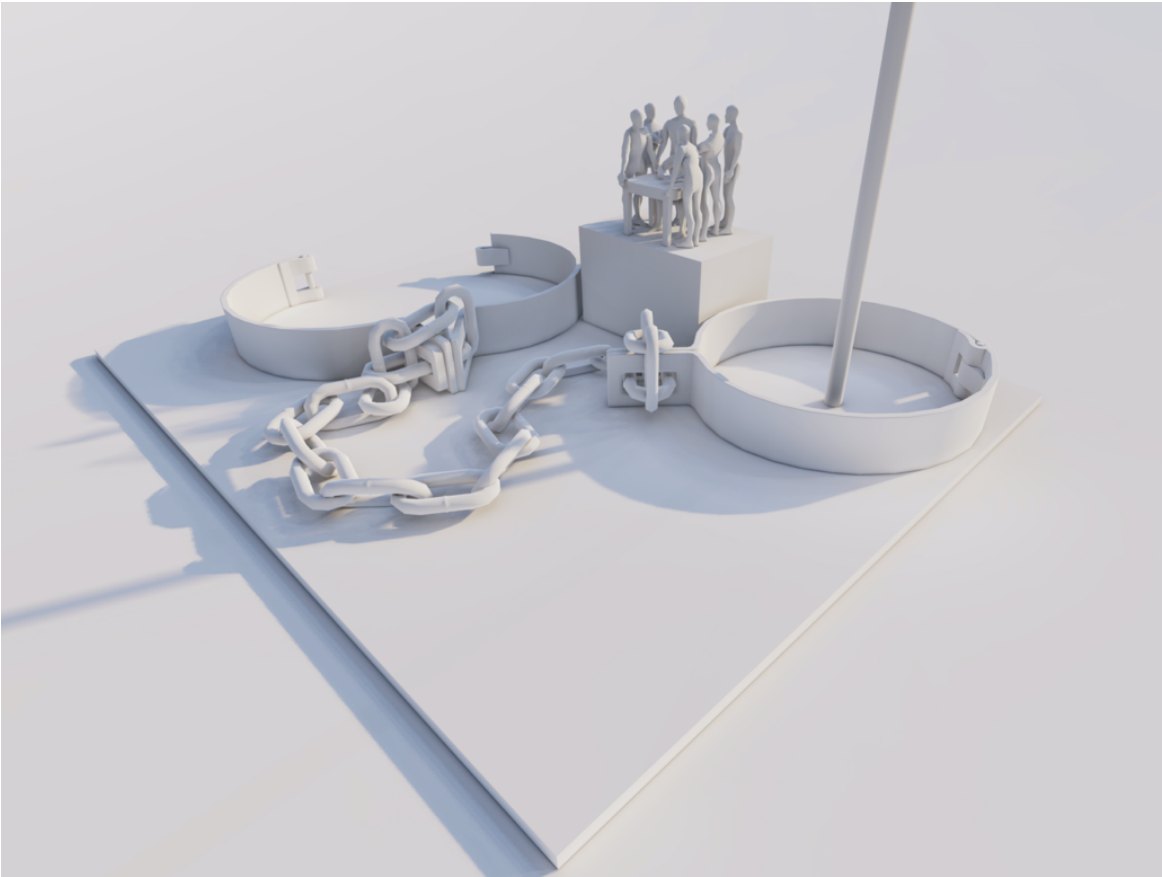
Jefre Figueras Manuel, "Artist"
 studio jefre, LLC

Date:_____

Date: 9/20/2023



Attachment A



Attachment B



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
OCTOBER 03, 2023 AT 7:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Moving Forward With The Hostdime Project Allocating Funds For The Infrastructure (**Vice Mayor Daniels**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE
PUBLIC HEARING 1ST / 2ND READING		Exhibits: **More Information may be forthcoming** <ul style="list-style-type: none">Legal Opinion From Attorney MoseleyHostDime Agreement
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: To approve moving forward with the HostDime project allocating funds for the infrastructure.

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

The HostDime project has now grown to a value exceeding \$42 million and is expected to generate substantial ad valorem taxes for our town. It is important that we follow through on our commitment to ensure the success of this project; and the benefits it will bring to our community.

Information is attached with opinion from our former attorney, Dean Mosley, which outlines the legal formalities associated with honoring our vote. This document provides further support for our decision to move forward with the HostDime project.

RECOMMENDATION: Recommend Town Council approve moving forward with the HostDime project allocating funds for the infrastructure.

FISCAL & EFFICIENCY DATA: N/A

THE MOSLEY LAW FIRM, INC

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

EMAIL: dfmosleylaw@gmail.com

December 21, 2020

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

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

Dear Mayor and Members of the Town Council:

I took time today to review the situation with the Host Dime matter because I was noticed on a letter concerning Host Dime and an obligation on the part of the Town of Eatonville to make a \$200,000.00 contribution to the development of the Host Dime building in Eatonville, Florida.

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

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

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

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

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

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

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

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

Respectfully,

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

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

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

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

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

III. PRESENTATIONS

IV. PUBLIC HEARING

V. DISCUSSION ITEMS ONLY

VI. CITIZENS PARTICIPATION

VII. CONSENT AGENDA

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

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

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

Respectfully Submitted by



Cathlene Williams, Town Clerk



Town of Eatonville, Florida
Town Council
Special Session Meeting
Thursday, May 26, 2016

Item: A

Town Council Action

I.	Proclamations, Awards, and Presentations	<input type="checkbox"/>	Department: Mayor
II.	Public Hearing	<input type="checkbox"/>	Exhibits: Development Agreement between Host. Dime, and the Town of Eatonville
III.	Consent Agenda	<input checked="" type="checkbox"/>	
IV.	Legislative	<input type="checkbox"/>	
V.	Administrative	<input type="checkbox"/>	

REQUEST: Staff requests that Council approves the execution of the May 26, 2016 Development Agreement between the Town of Eatonville and Host. Dime.

SUMMARY: The Town of Eatonville is the contract buyer of approximately 99.241 acres of land located on Wymore Road in the Town of Eatonville, Florida from the School Board of Orange County, Florida. The particulars are outlined in that certain Agreement for Sale and Purchase dated July 1, 2010, by and between the Town and OCPS, as amended from time to time (the "Hungerford Contract").

Host. Dime contracted with the Town to purchase five acres of the Master Parcel to construct an 85,000 square foot state-of-the-art corporate headquarters and to consolidate its employees. The Town and Host. Dime set forth the entitlements, terms, conditions, requirements, and restrictions negotiated by the parties as part of the Project in the Development Agreement dated May 26, 2016.

RECOMMENDATION: Staff recommends that Council approves the execution of the May 26, 2016 Development Agreement between the Town of Eatonville and Host. Dime

FISCAL & EFFICIENCY DATA: N/A

5/23/2010

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

DEVELOPMENT AGREEMENT

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

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

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

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

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

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Development of the Property.** The Owner is entitled to develop the Project on the Property in accordance with all of the following:
 - a. Development of the Property shall be controlled by the terms of this Agreement and, to the extent not expressly in conflict with this Agreement, the Town of Eatonville's Comprehensive Plan, the Town of Eatonville Development Code (the "Development Code"), and the Town of Eatonville Code of Ordinances.
 - b. Development of the Property shall be controlled by the zoning and the Site Plan to be approved for the Property by the Town's Planning Board and the Town Council.
3. **Development-Related Conditions of Approval.** Development of the Project may be undertaken on the Property only in compliance with the following conditions, requirements, and restrictions:

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

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

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

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

(iv) Building height shall not exceed 110 feet.

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

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

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

5/25/2016

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

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

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

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

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

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

6. **Intentionally Omitted.**

7. **Notices.**

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

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

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

- As to Owner:

HostDime.com, Inc.
2603 Challenger Tech Court, Suite 140
Orlando, Florida 32826
Attention: Manny Vivar
- With a copy to:

Lowndes, Drosdick, Doster Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801
Attention: M. Rebecca Wilson
- As to Town:

Town of Eatonville
307 E. Kennedy Boulevard
Eatonville, FL 32751
Attention: Roger Dixon, Chief Administrative Officer
- With a copy to:

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

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

- (i)

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

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

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

5/25/2016

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Miscellaneous.**

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

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

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

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

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

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

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

TOWN OF EATONVILLE, FLORIDA

By: its Town Council

5/25/2016

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Cathlene Williams, Town Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

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

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

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

Witnesses:

HOSTDIME.COM, INC., a Florida
corporation

Print Name: _____

By: _____
President

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

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

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

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

Attachment A
to the
Development Agreement

Legal Description and Sketch
of the
“Property”

Attachment B

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

RETURN TO:

Tax Parcel No.: [_____]

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

SPECIAL WARRANTY DEED

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

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

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

IN WITNESS WHEREOF, Grantor has executed this instrument this ____ day of _____, ____.

WITNESSES: [Seller]

Print Name: _____	By: _____
_____	Name: _____
Print Name: _____	Its: _____

STATE OF FLORIDA
COUNTY OF _____

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

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

(Affix Notary Seal)

Attachment C

FORM OF BILL OF SALE

QUIT-CLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

Signed, sealed and delivered
in our presence:

Witnesses:

[Seller]

Printed Name

By: _____
Name: _____
Its: _____

Printed Name



HISTORIC TOWN OF EATONVILLE, FLORIDA

SPECIAL CRA MEETING

OCTOBER 03, 2023 AT 5:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA-A-2023-3 Release the Deferred Payment Loan Lien placed on property located at 213 W. Kennedy Blvd., Orlando, FL 32810. (Councilwoman Randolph)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: LEGISLATIVE
CONSENT AGENDA		Exhibits: <i>**More Information may be forthcoming**</i> <ul style="list-style-type: none">Resolution CRA-A-2023-3Commercial Grant Façade ApplicationNotice of Deferred Payment Loan Lien
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Request is for the approval of Resolution CRA-A-2023-3Releasing the Deferred Payment Loan Lien placed on property located at 213 W. Kennedy Blvd., Orlando, FL 32810

SUMMARY: TOECRA desires to release a Deferred Payment Loan Lien placed on property located at 213 West Kennedy Boulevard, Orlando, Florida 32810, due to a lack of documentation to support the placement of said lien.

This item was discussed at the scheduled CRA Meeting on September 21, 2023. To prevent for further delay, The TOECRA board desires to schedule a special meeting prior to the next

RECOMMENDATION: Approval of Resolution CRA-A-2023-3 Releasing the Deferred Payment Loan Lien placed on property located at 213 W. Kennedy Blvd., Orlando, FL 32810.

FISCAL & EFFICIENCY DATA: N/A

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS AUTHORIZING THE RELEASE OF A DEFERRED PAYMENT LOAN LIEN PLACED BY THE TOECRA ON PROPERTY LOCATED AT 213 WEST KENNEDY BOULEVARD, ORLANDO, FLORIDA 32810, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, by the enactment of an Orange County Ordinance #97-M-14 in 1997, the Town Council of the Town of Eatonville, Florida, created a community redevelopment trust fund for the community redevelopment area as provided by section 163.387, Florida Statutes;

WHEREAS the Town Council initially adopted a community redevelopment plan on October 25, 1997, pursuant to a resolution of Town Council (the "Plan"); and

WHEREAS the members of the governing body and one (1) additional member appointed by the respective taxing authorities serve as Directors of the Agency; and

WHEREAS such members of the governing body constitute the head of a legal entity, separate, distinct and independent from the governing board of the county and municipality; and

WHEREAS, the TOECRA desires to release a Deferred Payment Loan Lien placed on property located at 213 West Kennedy Boulevard, Orlando, Florida 32810, due to a lack of documentation to support the placement of said lien.

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

SECTION ONE: DIRECTION TO THE TOECRA GENERAL COUNSEL. The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby, direct the TOECRA General Counsel to prepare a release of lien to be filed with the Orange County Comptroller on or before November 1, 2023.

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

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

PASSED AND ADOPTED this 21 day of September 2023.

ATTEST:

TOECRA Chairperson, ANGIE GARDNER

VERONICA KING, Town Clerk

Denease Construction

October 05, 2020

7033 Tallowtree Lane
Orlando, Florida 32810
CBC1254805
407-625-5569

To: Nejame Law

Re: Response to "Stop Work Order"
213 W. Kennedy Blvd.
Eatonville, Florida

This is a letter responding to the stop work order issued to Denease Construction and D3 Development. We are honoring your request that all work be halted on this project as a result of your request. There are facts in your letter to Denease Construction/ D3 Development that are incorrect and should be corrected.

The first fact that is in error is that we do not have a contract with Lavonda Wilder. We have never received any funds from Lavonda Wilder. The Eatonville CRA requested that we get involved in this project and has paid us for our services.

The timeline that you assert is that we have been on this project for (5) five months. We have not worked on this project for five months. We only became involved with this project at the end of May(25) 2020. The contractor that had the original contract with Lavonda Wilder could not complete required tasks to permit inspection due. Our services were requested after the contractor of record was removed from the project.

We did not find out about this action to Stop Work until we arrived at the project site to install the stucco finish on the front of the building. This action to Stop Work came after all building material to complete the project had been purchased and stored on site. This action to Stop Work came after all scheduled inspections had passed and building documents corrected (Denease Construction/D3 Development LLC did not provide any of the construction documents).

Listed below is a letter that we provided to the Town of Eatonville, Town of Eatonville CRA and to Lavonda Wilder stating the timeline and challenges of taking over a project that was started incorrectly.

We have removed all of our construction equipment from the property as directed and left all material on site. If there is any further action required contact us with your request.

Marlo Dickens
Project Manager

Project Status Update

In April, I was asked by Lavonda Wilder and Michael Johnson to correct a structural issue at, 213 W. Kennedy Blvd. Eatonville, Florida. At the time of this meeting there was another contractor performing the work that I was called to correct. I agreed to help them correct the structural issue and get them pass the lintel inspection. I was not the contractor on record at this time, but I was told that all parties involved agreed with me helping correct this issue. I corrected the structural issue (reframing the lintels and door openings) and was removing the metal framing that was the Knee wall when I was issued a stop work order by the Town of Eatonville. I was informed that the contractor of record had removed themselves from the project. I stopped working on demolishing the roof (knee wall) and called Mr. Johnson. He informed me that the contractor that was hired had been removed from the project and that they needed a contractor to replace them on the project. I was informed monies had already been paid for the incomplete/incorrect work and that the budget for the project was small. I agreed to take over the project at that point to try to help them finish the job and get the building reopen. I used my resources to get a new permit issued for the project and get the stop work order removed from the project. The new permit was issued on May 21, 2020. I continued working on the project at that time.

At this time I noticed several issues with the current set of plans and I brought them to the attention of Mr. Johnson and We contacted the engineer that produced the plans. He agreed to correct the plans and print revised set for resubmission. The revised plans were submitted to the Town of Eatonville on the same day the permit was issued (05/21/2020). I called for the lintel inspection that same week the revised plans were submitted and passed the lintel inspection.

During the time of the stop work order and the time the new permit was issued water damaged some drywall in the building in area where we had demolished on the roof. We removed the damaged drywall and ceiling fan. We also moved a TV and exercise bike from the area of the leak. It is our intention to replace the damaged drywall and ceiling fan. The Town of Eatonville scheduled a meeting at the property with the owner of the building, Universal Engineering and two members of the Town of Eatonville Building Department. The contractor of record was not notified of this meeting nor was I served any notice that this meeting was taking place at a property that is under construction.

On July 8, 2020, I contacted Universal Engineering to schedule an inspection for the framing and door. It was at this point I was informed that Universal

Engineering had not reviewed the revised plans and that an inspection could not be scheduled at that time. I replied to the email I received denying my request asking why the revised plans had not been reviewed. I did not receive an email addressing this issue so I followed up my email with a call to David M. Oliveiri, the engineer of record for Universal Engineering. He informed me that he did not receive the revised plans until a week ago and that he was unaware that a new contractor had replaced the previous contractor. I received a revision report from Universal (July 14, 2020) and I forwarded to Engineer for correction.

Today, I am writing this letter to give an account of the events that has taken place during my involvement with this project. I have records, witnesses and receipts to backup all my accounts of this matter. If there is a need for this summary to be elevated please advise. I can be contacted at mdickens4821@gmail.com or I can be reach at 321-331-9654. I hope this clears up any miss understanding that you may have about way this project is at its current status.

Best personal regards,

Denease Construction

Marlo Dickens
Project Manager



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

OCTOBER 03, 2023, AT 07:30 PM

Cover Sheet

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

ITEM TITLE: Approval of MOU For Public Services and Allocation of Funds Up To \$2,500.00. (Administration)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION (CAO)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> Attached MOU Document Flyer
CONSENT AGENDA	X	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: The Administration is requesting the Town Council to approve a memorandum of understanding for The Annual Tickled Pink Event with a collaboration between Eatonville Chamber of Commerce / Gamma Delta Sorority / Vonzella Randolph / Terlisha Fights Breast Cancer, Inc. Learning Inc/ and the Town.

SUMMARY: In March of this year the Town Councils learn of a joint effort to host a breast cancer awareness and Eatonville community health fair with local groups and town collaboration. Since this time, several committee meetings have taken place with community groups. This event is set for October 21, 2023 @ 10:00 a.m. - 1:00 p.m. located at the Denton Johnson Center, Eatonville, Florida. In an effort to have strong community collaboration the Town has worked with the Committees and will assist with public safety and recreation facilities for the event within the town's city limits. The services were established based off previous special events of this magnitude. All items and expectations have been confirmed by staff and the committee.

RECOMMENDATION: The Administration is requesting the Town Council to approve a memorandum of understanding for The Annual Tickled Pink Event with a collaboration between Eatonville Chamber of Commerce / Gamma Delta Sorority / Vonzella Randolph / Terlisha Fights Breast Cancer, Inc. Learning Inc/ and the Town of Eatonville.

FISCAL & EFFICIENCY DATA: The estimated cost for the Town's public safety and general services is \$2,500.00. The provided funds will be allocated from the budget line-item Special Events Misc. (Robert Wood Johnson Foundation Funds):001-0574-574-4901.

Memorandum of Understanding

Eatonville Chamber of Commerce / Gamma Delta Sorority / Vonzella Randolph / Terlisha Fights Breast Cancer, Inc.

and

The Town of Eatonville Florida

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Eatonville Chamber of Commerce / Gamma Delta Sorority / Vonzella Randolph / Terlisha Fights Breast Cancer, Inc. and The Town of Eatonville Florida to provide assistance with Tickled Pink & Eatonville Community Health Fair outline, proclamation, public safety officers, personnel and use of Denton Johnson Center.

Background

The Annual Tickled Pink Event is a collaboration between Eatonville Chamber of Commerce / Gamma Delta Sorority / Vonzella Randolph / Terlisha Fights Breast Cancer, Inc. and The Town of Eatonville. Come enjoy lite snacks and fun. Fellowship with community members as we honor those who have earned their pink wings, those who continue to wear pink gloves and those who wear a pink medal. This experience will be a family friendly event. With the support of the local community & collaboration of the Town of Eatonville's health initiatives.

Purpose

A community health fair is an educational and interactive event to provide basic health and wellness information, and screenings to the people in the Eatonville community including families, seniors, and children. This was placed on hold from the March 7, 2023, workshop agenda. It being proposed for October 21, 2023 @ 10:00 a.m. - 1:00 p.m. located at the Denton Johnson Center, Eatonville, Florida.

Funding

This MOU has a commitment of funds from the Town in the amount of \$2,500.00. This MOU is an agreement where the Town of Eatonville will also provide assistance with Health Fair administrative cost, outline, public safety, and use of Denton Johnson Center.

Duration.

This MOU is at-will and may be modified by mutual consent of authorized officials from Eatonville Chamber of Commerce / Gamma Delta Sorority / Vonzella Randolph / Terlisha Fights Breast Cancer, Inc. and The Town of Eatonville. This MOU shall become effective upon signature by the authorized officials from Eatonville Chamber of Commerce / Gamma Delta Sorority /

Vonzella Randolph / Terlisha Fights Breast Cancer, Inc. and The Town of Eatonville and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from Eatonville Chamber of Commerce / Gamma Delta Sorority / Vonzella Randolph / Terlisha Fights Breast Cancer, Inc. and The Town of Eatonville, this MOU shall end on 22-October-2023.

Contact Information

Partner name: Town of Eatonville
 Partner representative: Jonita Robinson
 Position: Executive Assistant
 Address: 307 E Kennedy Blvd, Eatonville, FL 32751
 Telephone: 407.623.8913
 Fax: 407.623.8919
 E-mail: jrobinson@townofeatonville.org

Partner name: Eatonville Chamber of Commerce / Gamma Delta Sorority / Vonzella Randolph / Terlisha Fights Breast Cancer, Inc.

Partner representative:

1. The Eatonville Chamber of Commerce, Inc. (Health Fair Program)

Ms. Lavonda Wilder - President

213 West Kennedy Blvd

Orlando, FL 32810

Need: IRS 501 (c) 3, Florida Div. Corp, and Florida Sales Tax

Telephone: 321.430.7655

Email: eatonvillechamber1887@gmail.com

2. Gamma Delta Sorority - Ms. Joyce Lewis, President

(Health Fair Operations)

(Mrs. Lewis will present letter from the National organization Gamma Phi Delta Sorority)

email: jlewis104@msn.com

Need: IRS 501 (c) 3, Florida Corporation, and Sales Tax

3. Terlisha Fights Breast Cancer, Inc. (Payable Funding Recipient)

Ms. Terlisha Sheppard, President

2212 South Chickasaw Trail #151

Orlando, FL 32825

407-761-2758

email: terlishafights@gmail.com

Need IRS 501 (c) 3, Florida Div. Corp Status, and Florida Sales Tax

Lavonda Wilder, Partner Representative

9/28/2023

Angie Gardner, Town of Eatonville, Mayor

9/28/2023

Tickled Pink!

BREAST CANCER AWARENESS

&

EATONVILLE COMMUNITY
HEALTH FAIR EVENT

OCTOBER 21ST, 2023

@EATONVILLEFLCHAMBER

10 AM- 1PM

THE DENTON JOHNSON CENTER
400 RUFFEL STREET
EATONVILLE, FL 32751

Come enjoy food, fun, and fellowship as we honor those who have earned their pink wings, those who continue to wear pink gloves and those who wear a pink medal.





HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

OCTOBER 3, 2023 AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution 2023 -19 designating the Mayor, Vice Mayor or Chief Administrative Officer to sign checks through the Edmund Electronic Signature Software Feature (**Finance**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> Resolution 2023 - 19
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: The Administration is requested Town Council to approve Resolution 2023 - 19

SUMMARY: The Town Council desires to discuss designating the Mayor, Vice Mayor, or Chief Administrative Officer to sign the checks through the Edmund accounts payable software electronic signature feature. The Finance Director will provide documentation supporting the checks issued and vendors paid to include a summary of the check number and total of all payable checks to the Town Council at the end of the month.

RECOMMENDATION: Staff recommend that the Town Council approve Resolution 2023-19 designating the Mayor, Vice Mayor, or Chief Administrative Officer to sign checks through the Edmund Electronic Signature Software Feature.

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION #2023-19

A RESOLUTION OF THE TOWN OF EATONVILLE OF ORANGE COUNTY, FLORIDA, TO AUTHORIZE THE MAYOR, VICE MAYOR OR THE CHIEF ADMINISTRATIVE OFFICER TO ELECTRONICALLY SIGN VENDORS CHECK WITH AN APPROVAL PROCESS IN THE EDMUNDS ACCOUNTS PAYABLE SOFTWARE PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Eatonville, pays its vendors and other obligations in a timely manner in accordance with the laws of the State of Florida

WHEREAS, the Town Council, has designated Mayor, Vice Mayor, or Chief Administrative Officer to sign the checks through Accounts payable software Edmund electronic signature;

NOW THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE OF ORANGE COUNTY, FLORIDA, THAT:

SECTION ONE: the Finance Director shall provide documentation supporting the checks issued and vendors paid to the Town Council and a summary of the check number and total of all payable checks to this Town Council at the end of the month.

SECTION TWO: the Town Council of the Town of Eatonville is hereby authorized and directed to take such further action as may be necessary, appropriate, or advisable to implement this resolution and amend.

SECTION THREE CONFLICTS: All Resolution or parts of Resolutions in conflict with any other Resolution or ant 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 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 3rd day of October, 2023, A.D.

Angie Gardner, Mayor

ATTEST:

Veronica King, Town Clerk



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

OCTOBER 3, 2023 AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Right of Way Encroachment for 345 Eaton ST (**Planning**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATIVE
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> Exhibits: 345 Eaton ST - Right of Way Encroachment Agreement with sketch & description
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: For Town Council to approve the right of way encroachment agreement.

SUMMARY: Prospective Grantee, 107 Moseley LLC, requests approval of encroachment of an existing 1935 year constructed house approximately 1& 1/2 feet into the Mulberry Street right of way. The encroachment agreement will expire upon demolition or destruction of the house. The portion of fence in the right of way shall be removed by owner at time of Town installation of sidewalk.

RECOMMENDATION: Staff (Planner) recommendation is for Town Council to approve the right of way encroachment agreement.

FISCAL & EFFICIENCY DATA: N/A

Prepared By and Return To:

Brandon G. Marcus, Esq.
Baker & Hostetler LLP
200 South Orange Ave., Suite 2200
Orlando, Florida 32801

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT AGREEMENT (this “Agreement”), made the ____ day of September, 2023 by and between THE TOWN OF EATONVILLE, a political subdivision of the State of Florida, as party of the first part, hereinafter called “Grantor”, whose address is 307 East Kennedy Boulevard, Eatonville, Florida 32751, Attn: Mayor Angie Gardner, and 107 MOSELEY, LLC, a Florida limited liability company, as party of the second part, hereinafter called “Grantee”, whose address is 1133 Louisiana Avenue, Suite 101, Winter Park, Florida 32789.

W I T N E S S E T H:

WHEREAS, Grantee is the owner of certain property located at 345 Eaton St., within the jurisdiction of the Town of Eatonville, Florida, with a postal address of 345 Eaton Street, Maitland, Florida 32751, and is more particularly described on Exhibit “A” attached hereto and incorporated herein (“Grantee’s Property”); and

WHEREAS, along a part of the western property line of Grantee’s Property, a portion of a building and improvements maintained by Grantee and located on Grantee’s Property encroaches into Grantor’s right-of-way for Mulberry Street (“ROW”) as depicted on Exhibit “B” attached hereto and incorporated herein (the “Encroachment”); and

WHEREAS, Grantee has requested an easement relating to the Encroachment from Grantor, Grantor is agreeable to granting an easement relating to the Encroachment to Grantee (such easement being more particularly described below as the Encroachment Easement);

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Subject to the terms and conditions of this Agreement, Grantor does hereby grant and convey unto Grantee and unto Grantee’s successors and assigns forever, an easement to continue the Encroachment (in the same manner existing as of the date of this Agreement) upon, across, over, above and within the ROW (the “Encroachment Easement”). Notwithstanding the foregoing, the Encroachment Easement and this Agreement shall automatically terminate and expire upon the demolition or destruction of the existing building (one story residence) which is the subject of the Encroachment. Further notwithstanding anything to the contrary in this Agreement, in the event Grantor

elects to construct a sidewalk along the ROW, that portion of the existing fence which is the subject of the Encroachment and for which may conflict with the placement of the sidewalk shall be removed at Grantee's expense, and Grantee shall have permission to reconfigure said fence accordingly.

3. Grantee shall save and hold harmless Grantor, its representatives, employees, and elected officials from any and all damages, claims, or liability, with respect to Grantee's Property that may arise due to Grantor's use of the ROW or operation, construction, and/or maintenance within the ROW.
4. Grantee agrees that it shall indemnify, hold harmless and defend Grantor, its representatives, employees, and elected officials from and against all claims, damages, loss, and expenses, including reasonable attorney's fees and costs, arising out of or resulting from Grantee's construction, operation, and/or maintenance of the Encroachment.
5. The parties acknowledge and agree that the easement herein granted is non-exclusive, and Grantor, its heirs, successors or assigns, shall be entitled at all reasonable times to access and enter the Encroachment Easement for operation, construction, and/or maintenance of Grantor's ROW, but so long as the rights granted to Grantee in this Agreement are not adversely impacted.
6. Grantee shall be required to submit a copy of this Agreement in connection with any future application for a development or building permit for Grantee's Property.
7. This Encroachment Easement shall be an appurtenance to Grantee's Property regardless of the future ownership and use of the Grantee's Property.
8. This instrument is intended to convey only an easement for the aforesaid purposes, said Encroachment Easement being limited as aforesaid and shall run with the land and shall run with and be for the benefit of and burden the parties hereto and their respective successors and assigns.
9. The terms "Grantor" and "Grantee" as used herein shall be deemed to mean their respective heirs, successors and assigns, and, subject to the terms and conditions hereof, this Agreement shall inure to the benefit of and be binding upon Grantor, Grantee and their respective heirs, successors and assigns.
10. Nothing herein is intended, nor shall be construed, to create any rights whatsoever for the benefit of the general public in and to the property described herein or the improvements constructed thereon, and nothing herein shall be constituted to effect, or intend to effect, a dedication to the general public.
11. This Agreement contains the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

12. This Agreement shall not be modified or amended without the written agreement of the owners of the Grantor's Property and the Grantee's Property and any such modification or amendment must be in writing and recorded in the Public Records of Orange County, Florida.
13. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute a single document with the same force and effect as if all parties had signed the same copy of this Agreement.
14. This Agreement will be governed by the laws of the State of Florida without regard to conflicts of laws principles.
15. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

[Signature pages follow.]

WITNESS, our hands and seals on this ____ day of _____, 2023

Signed, sealed and delivered in the **GRANTOR:**
presence of these witnesses:

THE TOWN OF EATONVILLE

Witness:

Print Name:

By: _____
Mayor Angie Gardner

Witness:

Print Name:

STATE OF FLORIDA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me of ☐ physical presence or ☐ online
notarization this _____ day of _____, 2023, by Angie Gardner, in her capacity as
Mayor of The Town of Eatonville. She is personally known to me or has produced
_____ as identification.

(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Signed, sealed and delivered in the **GRANTEE:**
presence of these witnesses:

107 MOSELEY, LLC, a Florida limited liability
company

Witness:

Print Name: _____

By: _____

Name: Raul Veitia

Title: Authorized Member

Witness:

Print Name: _____

By: _____

Name: Sean Myers

Title: Authorized Member

STATE OF FLORIDA)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me of ☐ physical presence or ☐ online
notarization this _____ day of _____ 2023, by Raul Veitia and Sean Myers, the Authorized
Members of 107 Moseley, LLC, a Florida limited liability company, on behalf of the company.
They are personally known to me or have produced _____ as
identification.

(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)

NOTARY PUBLIC

Commission No. _____

Exhibit A

Grantee's Property

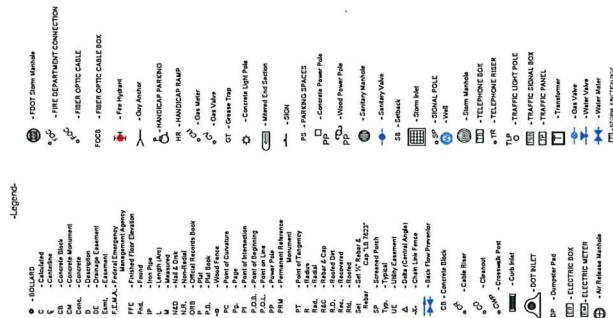
Lot(s) 9 and 10, less the East 25 feet thereof, Thompson Subdivision, according to the map or plat thereof, as recorded in Plat Book Q, Page(s) 1, of the Public Records of Orange County, Florida

Exhibit B

Depiction of Encroachment

Boundary Survey

Flood Disclaimer:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN TOWN OF EATONVILLE, COMMUNITY NUMBER 120182, DATED 9/25/2009.
CERTIFIED TO: SEAN MYERS



CONCLUSIONS



Graphic Scale

[illegible]

800 Currency Circle, Suite 1020
Lake Mary, FL 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8166



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

OCTOBER 03, 2023, AT 07:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Confirmation of the Hiring of Mr. Stanley Murray As The Chief of Police For The Town of Eatonville (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> • Resume • Job Description
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Council to consider confirmation of Mr. Stanley Murray as The Chief of Police for the Town of Eatonville.

SUMMARY: Currently the former deputy chief has serves as the Interim Chief of Police. The position has been vacant for over 5 years. The hiring process included 4 phone interviews and 2 in-person interviews have taken place. The administration has reviewed the resume and background of Mr. Murray along with the external law enforcement panel (City of Orlando, City of Apopka, and City of Casselberry). The administration also held a community meet the candidates' session at the Denton Johnson on September 20, 2023. The Town Council shall confirm the appointment. The Police Chief will carry out administration, community policing and operation of our Public Safety and Emergency Management. Along with staffing responsibilities to provide coordination of crime prevention services with other functions as assigned. Mr. Stanley has over 25 years in law enforcement in the Orange County area and exceeds the minimum qualification for this position.

RECOMMENDATION: For Town Council to confirm Mr. Stanley Murray as The Chief of Police for the Town of Eatonville.

FISCAL & EFFICIENCY DATA: The current budget amount for this position is \$80,000.00; the requested range for the new Police Chief is based off experience and qualifications is \$62,525.42 - \$97,618.43. The administration is requesting to start Mr. Stanley at \$80,000.00, and with an exceed standards probation period increase the salary to \$85,000 with the council's approval.



THE TOWN OF EATONVILLE

Job Description

Division/Department: POLICE

Location: EATONVILLE POLICE DEPARTMENT

Job title: POLICE CHIEF

Reports to: CHIEF ADMINISTRATIVE OFFICER

Title: CHIEF OF POLICE

Level/Grade: R 19

POSITION# 521

SALARY- \$73,500

Type of position:

☒ Full-time

☐ Part-time

☐ Contractor

☐ Intern

Hours: 40/per week

☒ Exempt

☐ Non-exempt

POSITION SUMMARY:

Under the Administrative direction of the Chief Administrative Officer, performs highly professional administrative work involving the direction of the Public Safety Division and encompassing all activities related to the Town of Eatonville Police Department, including police patrol, police investigations, parking and animal control, dispatching, fire suppression, fire prevention and emergency rescue. The employee has considerable responsibility for planning, implementing, and directing departmental goals and objectives, formulating departmental policies and coordinating all administrative aspects of the departments. The employee is expected to perform research in order to study the social, economic and physical conditions of the Town as they relate to police and fire administration and is also expected to perform a highly responsible public relations function between the Town and the community at large. Work is performed with considerable independence and latitude and the incumbent is expected to exercise judgment and position requires specialized knowledge of the principles, procedures and techniques of public administration, as well as thorough knowledge of the laws and ordinances governing the local, state and federal levels.

ESSENTIAL JOB FUNCTIONS- * Plans, implements, and directs departmental goals and objectives; formulates departmental policies and procedures; responds to major emergency scenes and takes charge of operations as needed; supervises, directs and evaluates staff; enforces departmental rules and regulations and takes disciplinary action when required. Collects, organizes and analyzes data for research reports such as crime statistics, fire prevention, social and economic reports, etc.; plans implements needed police and fire programs and activities; develops and performs in-service training programs; coordinates with educational agencies for formal training of police and fire personnel; performs public relations functions between the Town and various civic agencies and other police and emergency departments; serves as department spokesman at various meetings and to the press and media; prepares and submits an annual budget representing all expenses of the Public Safety Division; directs the operation of the department budget and exercise control over expenditures; evaluates the need for and

recommends the purchase of major new equipment and supplies, and/or building construction or repair; writes and produces media releases and advertising for the departments; answers questions and complaints from the general public; attends workshops and professional seminars, as required; performs other related duties as required. **(NOTE):** The omission of an essential function does not preclude management from assigning specific duties not listed herein if such functions are a logical assignment to the position.

KNOWLEDGE, ABILITIES AND SKILLS: Thorough knowledge of the principles, procedures, and techniques of police and/or fire administration; knowledge of the rules and regulations governing police and fire administration; knowledge of the rules and regulations governing police and fire departments and the laws and ordinances governing the local, state, and federal levels; knowledge of the physical and social characteristics of the area; knowledge of budgetary development, administration and control.

- *Ability to plan, evaluate, assign, and coordinate departmental activities.
- *Ability to enforce departmental rules and regulations.
- *Ability to make decisions in accordance with departmental policy.
- *Ability to react quickly and calmly in emergency situations.
- *Ability to meet and work with the public and interpret and enforce the law.
- *Ability to perform statistical research, evaluate and analyze findings and form conclusions.
- *Ability to present ideas clearly and concisely, both orally and in writing.
- *Ability to establish and maintain effective working relationships with department heads, town employees, outside agencies, and the public.

ESSENTIAL PHYSICAL SKILLS: This is primarily sedentary work with periods of light physical effort. Requires sitting for long periods, standing and walking short distances; reaching, bending, and stooping; good finger/hand dexterity and hand/eye coordination; good eyesight, hearing and speech; may periodically work in adverse environmental conditions; regular driving of vehicle.

MINIMUM QUALIFICATIONS: Bachelor's Degree from an accredited college or university in Public Administration or related field, supplemented with formal training in modern police or fire prevention work. Police certification by the State of Florida. Five years administrative experience in police or fire administration. Master's degree in public administration preferred. **MUST have a valid Florida Driver's License**



407-962-5912



4913 Birch Stone LN Orlando, FL 32829



sigmapreacher03@gmail.com



dot.cards/St Stanley Murray

Dear Town of Eatonville Interviewers:

Thank you for taking the opportunity to review this resume of my credentials and experience. I am submitting this profile to secure a primary position providing expertise and experience regarding the Police Chief of Eatonville.

I bring to your organization a distinctive combination of career development and dedication that produces positive contributions for the town and the agency with which I have chosen to affiliate. I have pledged my commitment through numerous hours of paid and volunteer work and affiliations in the community with various associations, non-profits, and governmental entities.

My 28+ years of law enforcement and 22 years of military experience in supervisory and managerial roles by direction of agency policies and procedures has provided opportunities to increase public safety and awareness while making significant and profitable contributions. I bring creative ideas to increase employee morale, specialty training skills and citizen / police enhancement, while deterring opportunities for criminal activity within the community. I believe that these factors, in addition to my sense of career commitment, would be an asset should you have need for my expertise.

As the enclosed resume simply summarizes my career history and capabilities, there is more to relate. I appreciate the opportunity to meet with you personally to discuss more in depth visions and goals for greater.

Sincerely,

STANLEY L. MURRAY



Stanley
MURRAY

407-962-5912
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EDUCATION

- High School Graduate- James A. Shanks
- Associate Degree- Criminal Justice Nov 1999
- Associate Degree- Theology April 2005
- Over 300 hours in LEO Crime Prevention Training

OBJECTIVE

Highly energetic, dependable law enforcement and community relations professional with a commitment to excellence with integrity and service to others. Exploring opportunities of serving in management that encourages the deterring of criminal activity, while building effective community relations with residents, business owners and government officials.

SKILLS

Background Investigator Certified
CPTED Practitioner
Victim Services Practitioner
FDLE Instructor
FDLE Human Diversity Instructor
BLS / First Aid Instructor
Anti- Terrorism Response and Operation
Naval Law Enforcement Anti-Terrorism Specialist
Naval Field Instructor
Crime Prevention Practitioner- Comm. / Res.
Worship & Work Place Violence SME
Florida Attorney Generals Office- Adjunct Instructor

WORK EXPERIENCE

Orange County Sheriff's Office (1,800+ Sworn Deputies)

July 1995 -Present

- **Crime Prevention / CPTED Practitioner (State of Florida)**- Worked as a certified practitioner and acting supervisor in the agency's Crime Prevention Unit over the last fourteen years to complete and instruct crime prevention safety and security surveys and assessments, through environmental design of building plans and actual existing structures, to deter opportunities of criminal activity.
- Conducted well over one thousand presentations with regards to enhancing employee identification and awareness of lighting, locking mechanisms, and landscaping issues on property. Continuing presentations to enhance employee awareness of indicators and behavioral traits that could lead to potential workplace violence incidents.
- Gathering of crime trends information to help in determining habits of criminal activity through crime analysis and electronic enhancing. Consistently works with numerous surrounding law enforcement agencies and private security entities in the sharing of criminal intelligence of suspects, vehicles, or methods of operation.
- **Police Chaplain Coordinator**- Implements and trains approximately twenty (20) volunteer faith based police chaplains and community clergy leaders with regards to spiritual and physical support and direction to Sheriff's Office employees, families, and citizens of the Metro Orlando area. Certified Victim Advocate and Crisis Incident Stress Management.
- Continuing effective relationships with numerous community faith leaders to help create awareness and deter criminal activity. Provided media based relationships of support and clarification with regards to crimes committed in the community that brought attention to houses of worship during agency press conferences and investigations.



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WORK EXPERIENCE CONTINUED

- Provided media-based relationships of support and clarification with regards to crimes committed in the community that brought attention to local businesses, homeowner associations, and apartment communities during agency press conferences and agency investigations. Conducted field interviews with television, radio, and social media hosts about prevention of criminal activities, identifying and reporting crimes, as well as increasing effective community relations with law enforcement.
- Acting Corporal of the Crime Prevention Unit with oversight responsibilities of labor, scheduling, payroll, vehicle maintenance, and handling of employee complaints. Provided media relations experience with local television, radio, and social media entities.
- Intelligence Liaison Officer (CFIX) - Certified intelligence officer with the handling and sharing of pertinent and sensitive criminal and terrorist persons related information between law enforcement and civilian agencies.

United States Navy- Law Enforcement Specialist Manager

November 1985-2008

Retired senior enlisted manager of thirty-man military law enforcement security force to include implementation of yearly evaluations of subordinates, discipline procedures, and managerial / administrative support. Formatting of unit expenditures against labor with regards to unit's budgetary commitments. Reviewing of completed paperwork and training of subordinates. Managed confidential investigations of service members out of compliance of the Uniform Code of Military Justice, with input provided to senior officers on decisions of discipline or action.

- Patrol Watch Commander- U.S. Naval bases with regards to the management and oversight of 3-5 supervisors, and over 20 law enforcement officers / specialists that oversee calls for service, patrolling of property grounds and fence lines, and investigating / interviewing of military and civilian personnel of various crimes to include but not limited to, domestic violence, burglary, DUI, and theft situations. Handling of complaint issues against officers / specialists. Directing of personnel during High Level Incident Training on naval installations with regards to Bomb Threats, Improvised Explosive Devices and Anti- terrorism Techniques.
- U.S. Navy Police Instructor- Teaching of U.S. Navy rules and regulations on criminal procedures, anti-terrorism protection, terrorism threat assessments, and police tactics / scenarios. Other training to include but not limited to, Handcuffing Techniques, Pepper Spray and Expandable Baton, Crowd Control Techniques, Vehicle and Building Searches, Verbal Judo, Pulse Laser Firearm Training, and Active Shooter / Bomb Threat Response Training.



Stanley
MURRAY

Section XIII. Item #7.

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WORK EXPERIENCE CONTINUED

Central FL Crime Prevention Practitioners Association-Region 3 Director March 2019- Present

- Currently operating as the Region 3 manager and director of the Central Florida Crime Prevention Practitioners Association, with oversight given to schedules, training, and career enhancement of crime prevention practitioners from multiple agencies within Seminole and Lake County law enforcement agencies.

Uniform Off Duty Security Coordinator for Congresswoman Val Demings March 2018- Present

- Provide oversight of uniform dignitary protection at various events, dinners, and services throughout the Orange County community.

Adjunct Instructor- Florida State Attorney General's Office June 2021 - Present

- Currently operating as a part-time instructor of the scheduled Florida Attorney General's Office crime prevention related courses. This duty entails implementing, preparing, and displaying power point related presentations for law enforcement and civilian agency students.

Florida Attorney General Office- Natl Preventing Crime Conference August 22-26, 2022 **Security Director**

- On site commander of multi-agency law enforcement brigade, designated to provide safety and security of over 500 conference guests, volunteers, and VIP's.

EDUCATION/PROFESSIONAL COURSES

- | | |
|---|-------------------|
| • Critical Incident Command Systems and Supervision | Sept 2002 |
| • Active Shooter / Bomb Threat Assessment and Management | Feb 2008 |
| • Street Gang Identification and Assessment | Apr2008 |
| • Crisis Intervention of the Mentally Ill | Nov1997 / Feb2001 |
| • Domestic Violence Intervention | Mar1997 |
| • Anti- Terrorism Response and Operation | Oct1998 / Aug2002 |
| • Naval Law Enforcement Anti-Terrorism Specialist Course | Feb2002 |
| • Critical Incident Stress Management Team Member | |
| • FDLE Law Enforcement Instructor | Nov 1999 |
| • Active Shooter / Bomb Threat Assessment- Federal Buearu of Investigations | |

PROFESSIONAL AFFILIATIONS & ACCOLADES

Adjunct Instructor

- Salvation Army
- Job Partnerships of Central Florida
- UCF Dr. John T. Washington Community Service Award
- 2020 Florida Crime Prevention Practitioner of the Year
- 2022 Florida Crime Prevention Practitioner Lifetime Achievement Award
- Past President- Phi Beta Sigma Fraternity Inc.
- Intl Conference of Polce Chaplains

Proposed Police Chief Initiatives

Community Liaison Board

This would be a non-governing board consisting of community advocates from the clergy, business, and neighborhood branches of the town. The hosting of quarterly meetings with the chief or his designee to discuss effective methods of deterring crime, building trust, and encouraging safety within the community.

Specialized Training for Police Staff

Facilitation of effective training within the department that:

- A. Decreases exposure to negative officer-citizen encounters
- B. Deters opportunities for criminal activity through effective patrol and community relation methods
- C. Increases positive moral and confidence with staff
- D. Increases opportunity for recruitment and retention of staff
- E. Creates salary incentive and promotion opportunities
- F. Continues 21st Century Law Enforcement Innovations
- G. Implementation of Youth Citizens Academy Program

Business & Community Partnering w/ Law Enforcement

Building crime prevention related partnerships with local and Central Florida entities that would support interactions with effective law enforcement programs such as:

National Night Out
Shop with a Cop
Preventing Identity Theft: Shred- A- Thon
Prescription Pill Identification & Disposal
Coffee with a Cop
Citizens Police Academy

Town of Eatonville
Police Chief
Supplemental Questionnaire
Applicant: Stanley Murray

Section XIII. Item #7.

1. How would you organize the Office of the Chief of Police and your top command structure?

Per the current EPD agency policy 1.0, it states the day to day operations of EPD are under the rank structure of:

- A. Chief
- B. Captain
- C. Sergeant
- D. Police Officers

The Organizational chart that is also in EPD agency policy 1.0 displays a more in depth look at authority and command structure with the hopes of effective staffing to complement:

- A. Chief
- B. Deputy Chief or Captain (Senior Management)
- C. Lieutenant or Watch Commander (Managers)
- D. Sergeants & Corporals (Supervisors)
- E. Police Officers (Patrol, FTO, SRO, Investigations)

From my observation the rank & file structure would be reviewed with the intent to address three concerns:

- 1. Police department coverage and concern for the citizens of Eatonville to handle calls for service as effectively and safely as possible.**
- 2. Maintaining credible response time within the community with effective staffing being considered to deter injury or negligence by responding officer(s).**
- 3. Creating an operational chain of command between the Police Chief and their staff that denotes order and proper supervision with opportunities for promotion and growth in other positions within the department.**

I would look to organize the top command structure by implementing a Captain position at this time until manpower concerns can be addressed to supplement the ranks. The Captain position would carry senior management authority that allows consistent delegation of roles and duties throughout the department to lower level management, supervisors, and the remaining staff. I would assess the placement of one lieutenant over the patrol and investigations divisions.

2. How can you, as the police chief, most effectively further the goals of the police department and budget?

I would conduct a personal review of past and current budget spending to gain insight on:

1. Needs of the department / salaries / staff hours worked / fuel usage
2. Availability of federal, state, and local law enforcement / crime prevention related grants.
3. Create cost effective improvements that would be brought before the town council for support.

This review would assist with effectively influencing the operation of the department, as well as decrease opportunities for a rise in criminal activity with the town limits.

My goals to effectively further the department begin in the following areas:

1. **Recruitment and Retention Opportunities-** Creating a physical and social media initiative that offers relevance of the department to the community that would enhance the ability to draw quality applicants to the department. This initiative would also be used to display current service of the existing employees interacting within the community to increase morale and value of department personnel.
2. **Effective Use of Department Uniforms and Equipment-** Periodic uniform and vehicle inspections to ensure department equipment is being well kept and utilized effectively, while also inspecting for a clean and professional appearance to be portrayed within the community, that exhibit core values and honor of the department.
3. **Entry Level and Specialized Training Opportunities-** Building an environment for staff to be trained in the most critical areas of law enforcement to include:
 - A. **Patrol Techniques-** Building of confidence to handle high level calls for service, felony traffic stops, mutual aid assistance, and active shooter incidents. This effective strategy will help to maintain effective day to day operations and minimize liabilities to the department and the town council.
 - B. **Investigations-** Building of confidence to establish effective collection of statements, evidence, and court testimony to complete solid case work. This effective strategy will help to maintain effective day to day operations and minimize liabilities to the department and the town council.
 - C. **Community Policing-** Building of confidence to engage the public with quality projects that deter criminal activity, promote a “*See Something, Say Something*” mentality, while increasing the ability for citizens to effectively identify and **report** suspicious activity and actual crimes in progress. This effective strategy will help to maintain effective day to day operations and minimize liabilities to the department and the town council.

3. How do you communicate your goals and philosophies to the officers of your department? How effectively has this worked for you in the past?

Establishing a trust worthy line of communication is paramount to setting goals and philosophies between a chief and their personnel. The understanding of what was, what is, and what is to come is a process that must be “bought in” by the leadership core. This concept helps build a positive environment to lower level staff. I truly believe reiterating the importance of confidential and private discussions from the office of the police chief within the department should not be taken lightly or for granted.

Hosting of bi-weekly crime control meetings with core staff members from Patrol, Investigations, and Community Relations Divisions helps to strategize effective ways to deter criminal activity and allow positive contact with the community. This method of inclusion will bring forth strategies and projects of interest that could be exposed to the community through day to day interactions and future events within the town.

I have been able to implement many goals and objectives in military, law enforcement, and corporate areas of my career with positive results that were necessary to adding value to my fellow members. I truly believe to raise one’s self-awareness through education, job experience, and social skill empowerment can provide the necessary results and outcomes from those that you lead. These standards of leadership have caused major change for the better in my work and personal environment settings.

At the least there must be patience to work not only with the department staff, yet also the town council in implementing mutual support change for their better is recognized. This will continue to be a work in progress towards a greater future for the community.

Whether leading or following I have always excelled with being a difference maker within the endeavors I was a part of. So I trust and believe my role as the Eatonville Police Chief will be an added bonus with helping more fellow staff and citizens to feel the same.

S. Murray

4. Describe your relationship style and how you would interact with the Town CAO and the Town Council?

I recognize the authority and responsibility of the Town CAO and the Town Council are in like mind with myself to the understanding that the well-being and interests of the Eatonville citizens is first and foremost.

Continuing meetings with both the CAO and the council in regards to budgets, council requests, media coverage, and upcoming events that involves law enforcement is necessary to be worked in a supportive role by all. The joint relationship of consistent and concise communication in regards to town ordinances, nuisance abatement or “hang out” areas of interest is a reflection on both the town officials and the police department.

I entrust myself to be a person of productivity while recognizing the little things. I am adamant on empowering others to succeed with value given to those we encounter. I am an assertive leader who realizes when to take charge and when to step back and watch the environment settle by observation. I truly believe if the citizens can see positive interaction and solidarity between the three entities especially in public environments, it only helps us all to effectively lead with professionalism and honor.

S. Murray

5. Where do you see the Eatonville Police Department in 1 year? In 5 years?

As Chief of Police I envision:

Year One- A consistent chain of command structure that empowers its staff to succeed and grow, while allowing for positive retention. This is a process that will take us into the five year mark and I embrace the challenge to do so. Establishing a department that draws quality applicants with the ability to notice opportunity of competitive pay and benefits with a large agency opportunity feel for training and growth.

I propose the creating of a Town Community Liaison Board. This would be a non-governing board of community advocates from the clergy, business, and neighborhood areas of the town. These quarterly meetings led by the Police Chief or his designee, would discuss effective methods of deterring crime, building public trust, and encouraging personal safety within the community.

I would also seek to disseminate share with neighboring law enforcement agencies through monthly intelligence meetings that allow opportunities to deter crime, help solve open cases, and improve agency relations.

Year Five- I will strive for a consistent manned department of 20-25 members of full-time and reserve officers that would improve response to calls for service with spontaneous availability to the town. I desire to establish a Community Engagement Officer position that would oversee a Police Explorer Program for youth 12-19 years old. This program would allow neighborhood youth the opportunity to learn the importance of making a difference in their neighborhoods through volunteer service at community projects events under the supervision of a department advisor.

I plan to host a Community Shred-A-Thon and Prescription Pill Disposal Event to reduce the opportunity of identity theft of a citizen's personal mail and outdated paperwork. This event will also address the opportunity for illegal drug use or distribution of unused prescription medicine in a citizen's home.

I stand ready to implement positive structure in the Eatonville Police Department that will allow a safe community and professional police officers with a positive and productive town council.