

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.

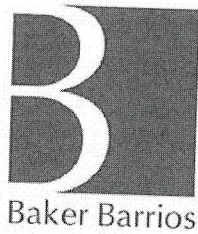
In short, I encourage the Town Council to resolve this issue post haste.
I think the risk of breaching the agreement and having to pay damages is real.

Respectfully,

/s/Dean F. Mosley

Dean F. Mosley, Esq.

Attorney for Town of Eatonville



October 01, 2014

HostDime Premier Global Data Centers – Eatonville, FL

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

ORLANDO

189 S. ORANGE AVE.

SUITE 1700

ORLANDO, FLORIDA

32801

407.926.3000

ARCHITECTURE + INTERIOR DESIGN

COMMERCIAL

CORPORATE

EDUCATION

ENTERTAINMENT

HEALTHCARE

HOSPITALITY

INDUSTRIAL

MIXED-USE

RESIDENTIAL

RETAIL

SPORTS & RECREATION

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



TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL

REGULAR MEETING

DECEMBER 15, 2015

Item:G

Town Council Action

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

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

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

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

FISCAL & EFFICIENCY DATA: N/A

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

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

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

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

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

III. PRESENTATIONS

IV. PUBLIC HEARING

V. DISCUSSION ITEMS ONLY

VI. CITIZENS PARTICIPATION


VII. CONSENT AGENDA

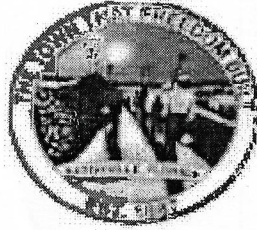
- A. Approval of the May 26, 2016 Developer's Agreement between Host. Dime and the Town of Eatonville.** Motion by Councilman Washington, the motion was seconded by Vice Mayor Rodney Daniels to approve the Developer's Agreement between Host. Dime and the Town of Eatonville; **AYE: ALL, MOTION PASSES.**

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

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

Respectfully Submitted by


Cathlene Williams, Town Clerk



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

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

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

I. CALL TO ORDER AND VERIFICATION OF QUORUM

II. INVOCATION & PLEDGE OF ALLEGIANCE

III. PRESENTATIONS

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

IV. PUBLIC HEARING

V. OLD BUSINESS

VI. NEW BUSINESS

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

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

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

VII. DISCUSSION

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

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

B. Discussion of Policies for the new CRA Plan

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

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

Items B, was tabled by the CRA Board.

VIII. STAFF & LEGAL REPORTS

IX. BOARD OF DIRECTORS REPORT

DIRECTOR THOMAS- NO REPORT

DIRECTOR DANIELS- NO REPORT
VICE CHAIRMAN WILLIAMS- NO REPORT

CHAIRMAN COLE- NO REPORT
DIRECTOR WASHINGTON- NO REPORT

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

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

XI. ADJOURNMENT- 6:50 PM


RESPECTFULLY SUBMITTED BY
Cathlene Williams, Town Clerk

EXHIBIT "A"

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

CRA RESOLUTION #2017-12

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

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

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

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

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

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

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

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

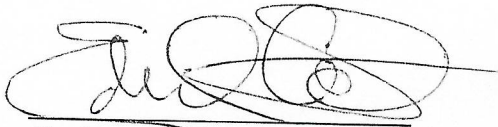
SECTION THREE: Such projects are included within the approved Community Redevelopment Plan of the CRA and may be completed within three (3) years from the date of such appropriation.

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

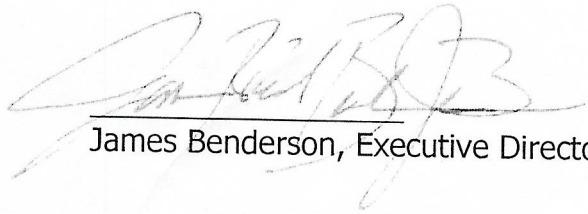
SECTION FIVE: SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

PASSED AND ADOPTED this 17th day of October, 2017.

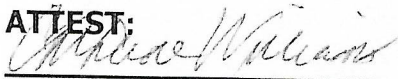


Chairman, Eddie Cole



James Benderson, Executive Director

ATTEST:



Cathlene Williams, Town Clerk

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

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

RESOLUTION CRA-R-2019-16

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

WHEREAS, the members of the governing body and two (2) additional taxing authority appointees shall be the Board of Directors of the TOECRA; and

WHEREAS, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

WHEREAS, the TOECRA and Board of Directors do hereby desire to complete budget transfers to ensure fiscal responsibility and make available funds for programs, proposals, and property acquisition; and

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

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

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

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

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

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

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

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

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

163.371 Reporting requirements.—

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

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

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

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

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

2. Total expenditures from the redevelopment trust fund.

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

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

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

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

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

163.3755 Termination of community redevelopment agencies.—

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

163.356 Creation of community redevelopment agency.—

(3)

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

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

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

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

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

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

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

163.370 Powers; counties and municipalities; community redevelopment agencies.—