



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## COMMUNITY REDEVELOPMENT AGENCY

### MEETING MINUTES

Thursday, February 20, 2025, at 6:30 PM

Town Hall (Council Chambers) – 307 E. Kennedy Blvd

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

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**CALL TO ORDER** – Chair Gardner called the meeting to order at 6:30 p.m. **(There is an amended agenda\*\*)**

**ROLL CALL** – Quorum was established through roll call by Town Clerk.

**PRESENT:** (7) Chair Angie Gardner, Vice-Chair Theo Washington, Director Tarus Mack, Director Rodney Daniels, Director Donovan Williams, Director Ruthi Critton, Director Wanda Randolph

**STAFF:** (5) Michael Johnson, **Executive Director**; Veronica King, **Town Clerk**; Greg Jackson, **Attorney**; Lt. Broderick Lampkins, **Police**; Lt. Fletcher Boone, **Police**

#### **INVOCATION AND PLEDGE OF ALLEGIANCE**

Chair Gardner led the invocation through a Moment of Silence followed by the Pledge of Allegiance

#### **PRESENTATIONS:**

1. January 2025 Financial Statement – Presented by Executive Directive Michael Johnson with an overview of the agency's financial position as of January; will have to be approved as an agenda item after the presentation. **Comments:** Director Daniels inquired about Line item 4400 – What are rentals/leasing? Not for vehicles, believed to be an allocation that the board made when they adopted it (the budget), only spent \$784 from October 1st to the present. (The Executive Director will check into this and follow up); Mr. Johnson a budget amendment will be brought to the board at another meeting, Director Critton inquired about budget titling, is there a difference between the historical grant program (303-369-0110-Revenue) and the historical grant program (303-0515-515-6210-Expenditure) and expenditures (The Executive Director will get with financial coordinator and follow up), inquired about the reflection of the disbursements that have already gone out (one disbursement for the architecture services), in response by Mr. Johnson, architect has a contract that's \$67,000 as progressive payments, received disbursements for the building for the architect, will bring a budget amendment once the escrow agreement with the property owner is determined and reconciled.

#### **CITIZEN PARTICIPATION – (5)**

Angela Johnson - spoke to items 2 and 8 on her email correspondence previously sent, observed that Stogies at Sunset is now a CRA sponsored event and asked about the established dollar amount (not list on the cover sheet), how can the board approve something without knowing the cost, where in the budget are the expenditures going to be charged, will a precedence be set for future community events being changed to CRA events in order to get funded? (request for answers during meeting before voting); item nine on the meeting agenda (purchase of the property located at 119 West Street) - What is the goal that's associated with this land purchase (in accordance to the 1997 CRA Plan), there is no budget item for land acquisition, is land acquisition in the budget. (request that this be discussed at meeting in front of the residents), need to make sure to follow policies and procedures and for consistently across the board, cover sheet states that the CRA has a budget of \$1.9 million in which a million is restricted for the club renovation, the CRA technically only has \$967,000

and does not show anywhere for land acquisition, it will be a disservice to the residents, the CRA, the town, if the board vote on this tonight without knowing where the funds are coming from, what is the timeline for the renovation as well as construction and development of the lots proposed for purchase.

Angela Thomas - the letter of intent needs to be updated because it addresses pastors and trustees and the expiration date says February 17, 2025 by 5pm, with the purchase price being subject to an appraisal, the agency should have a realtor to negotiate what is desired for repairs and things that may come with the property, or if sold as is, need someone to look out for the better of the town, need a full appraisal to include the repairs that may needed on the property; Stogies at Sunset - thought Mr. Johnson stated that the CRA could not do the event, if the CRA is going to do it, would it depend on who brings it forth, it is a relative would it be a conflict of interest.

Joyce Irby – Thanks to Mrs. Randolph for pointing out things that are vague; Councilman Washington, because something may have come up in 2017, 1956, or 1887 they still have value; Mayor, I have not heard you mention anything other than saying we got to protect the executive director (forget the citizens), have to have a supermajority so nobody can take Executive Director out; thanks to Mr. Daniels for trying to be clear and precise to the people giving specifics they can look at and not overreact; Councilman Mack has earned my respect, it is priceless knowing that you do not want to cheat people out of being heard, you have given other people an opportunity to speak; Director Critton is a diplomat and well spoken, very proud of you; apologize to Director Williams if too much of your time is being taken up.

Mark Kingg Bertrand - came to the town for help at a time of need and was taken advantage of, was to receive a letter of intent to get an extension to retain and maintain and keep our property, instead negotiations were made which led to an agreement, having us to move prior to closing no longer being considered, told the lender that we were going to get a letter of intent from the town and lender would talk about an extension once the letter of intent is received (never received), learned that the town communicated and worked out a deal with the lender, the intent is not to help, want the opportunity to buy our house back but was not stipulated in the contract, am disappointed as a citizen who have employed and help people in town, came to the town exposed asking for help, feel betrayed, it is heartbreaking to see that this is how citizens and the community is treated, at no point was we asked provide something that was not able to be provided or have a conversation about different options that could help everyone, removing a husband, wife, and child out of a home to take advantage of an opportunity that was initially brought to the town from the family is nor good business or practice; (Director Daniels) What should we do? The damage has been done at this point, there is no leverage to get an extension, would have been fair if the board had allowed twelve months or amount of time negotiated to buy the property back, or take advantage of the equity and the possibility of building on the lot, it was a good package, good opportunity for the town to develop and make money, was willing to walk away from potential earnings to save the home, an incentive for the town to purchase the home and hold it for us, needed more time.(Director Mack) if we purchase the property, recommend that the family stay in the home until affairs are in order, (Legal) if the contract language is from the board, the board can make amendments, do not know what the seller's requirements, (Mr. Bertrand) Nothing legal can stop the board from leasing the property back to us and selling it back to us, I would rather the opportunity to try to save my house than to have a dead end. (Legal) F.S. 163.380, states that a community redevelopment agency may sell, lease, deposit, or otherwise transfer real property or any interest thereof acquired by the community redevelopment agency to any private person, however, the individual who leases that property is obligated to use that property by the dictates of the CRA plan, it can be leased and disposed of, but lease has to abide by what the CRA plan says that property can be used for.

Crystal Kingg Bertrand – Yielded time to Mark Kingg Bertrand

## **CONSENT AGENDA:**

**Chair Gardner motion** to **APPROVE** Consent Agenda (according to amended agenda) approving CRA Meeting Minutes for 1/23/25, 2-6-25, 11/5/24; approving Resolution # CRA-R-2025-10 approving January 2025 Financials; **moved** by Director Critton; **second** by Director Mack; **AYE: ALL, MOTION PASSES.**

## **BOARD DISCUSSION:**

Discussion of Resolution CRA-R-2025-04 CRA Bylaws – *No further carry over discussions from the workshop were needed per the consensus of the board.*

## **BOARD DECISIONS:**

*(Additions To The Agenda: Resolution CRA-R-2025-13 for Grant Submittal to United Arts of Central Florida)*

**\*\*Handouts Provided: Resolution CRA-R-2025-13 for Grant Submittal to United Arts of Central Florida, LLC, Appraisal Report for 119 S. West Street, Amended Agenda**

### **(Items #9 moved up to carry over discussions from the public participation with Mark Kingg Bertrand)**

Approval of Resolution # CRA-R-2025-12 Authorizing The Purchase of Property Located At 119 S. West - (Preamble Read) - Chair Gardner motion to **APPROVE** Resolution # CRA-R-2025-12 Authorizing The Purchase of Property Located At 119 S. West; **moved** by Director Mack; **second** by Director Critton; **AYE:** Chair Gardner, Vice-Chair Washington, Director Mack, Director Donovan Williams, Director Ruthi Critton; **NAYE:** Director Rodney Daniels, Director Wanda Randolph; **MOTION PASSES. Discussions:** (Randolph) do not understand how we will be able to do an agreement on a property that Mark Kingg Bertrand do not own, inquired from Executive Director clarity on contract and letter of intent, the contract has not been executed only a letter of intent until the board take formal action; price for house and additional lots is \$339,000, no transactions has been made, there is no budget amendment for this, no indication of where the money will come from in the budget. (Mark King Bertrand) do not have to own a property to have it under contract to transfer it to someone else; the price was not marked up, the \$339,000 came from the original negotiated contract (by Mr. Bertrand), there would be a different conversation had the CRA had given the letter of intent as discussed, (Director Mack) want to resolve the best way to benefit everyone. (Director Randolph) have documents where the owner Mr. Jonathan Kenny signed the letter of intent on February 11 (2025) and Mr. Johnson on February 10 (2025) acting on behalf of the board, Mr. Bertrand stated that he never received the letter of intent, when he brought forth the deal he was not representing Jonathan Kenny but was representing himself and family, Mr. Bertrand stated that the offer to the town of Eatonville should have resulted in a decline or intent offered to him, this concern need to be taken up with the seller not Mr. Johnson or the CRA, Mr. Johnson addressed the documents to the seller. (Director Critton) looking at public records and going back to the original presentation that was submitted to the board by Mr. Bertrand, the property addresses are listed, the owners are listed in the property appraisers website, there is more documents through the comptroller, the owner of a number of the lots that were presented in the original presentation was provided, Mr. Bertrand was the representative for the properties with the West Street and College Street properties listed in Mr. Kenny's name regardless of title (on the property infringement website), these facts were mentioned at the special meeting, we have become distracted by personal information and not looking at what is beneficial to the agency; the question is, "is the board interest yes or no" (clearly yes), sorry that this has been the experience and would like to think that the mentality of this board is to move this community forward through good business practices and through good dealing with our constituents and that Eatonville could do business the right way, the CRA would have to pull its own title report and appraisal, there are things that could have been brought to the board to get a bird's eye view, but the CRA still has the responsibility as an agency to do its own due diligence to ensure all of our facts, do feel some type of way about those comments being stated, asked for confirmation on where the funds would come from (potentially the line item labeled infrastructure), there will be a special meeting to show where those funds are being collected from and to know that checks are clear, if the board decide yes on acquiring the property the contract as it stands now is what is being voted (yes), the terms in the contract can be changed however the board chooses, the board has the authority to go back to the seller with additional, once the board takes any official action and authorizes the

execution of the contract under whatever terms the board decides will be presented, tonight's conversation is whether the board is still interested in acquiring the property, if purchased, the agency can come back as the new owner to set stipulations on what the agency want to do with the disposition of the property, the board should decide whether or not to move forward with the acquisition of the property (the real question), a letter of intent is between a seller and a buyer, the agreement at the last meeting was that the executive director and the attorney would draft up a letter of intent to the seller who is Mr. Kenny, in whom the board was made aware of, there is no reason for anybody else to be involved, but as a courtesy, as a good business practice, I can understand how the expectation would be considered and included in that conversation as it related to the letter of intent and how it is interpreted, if understanding is needed then ask for clarification. (Mark King Bertrand) if the letter of intent were delivered the day after the meeting (while still under contract as the seller), I had the right to assign the contract and sell the property (would be out of contract with no right to sell after the 7<sup>th</sup>), was the seller at the time of the agreement and when the letter was to be received. (Chair Gardner) the actual document states being vacated at time of closing, the board was not the cause for anyone having to vacate, the concern was purchasing the property not vacant would hold the agency in a legal position, on the initial contract presented (by Mr. Bertrand) because there was not a box checked on number seven, it says that the buyer may not assign this contract, which seems that Mr. Bertrand would have been in the position of doing, not knowing the sellers thoughts, the seller had an option, if there was an alternative for financing whether through pre-qualification, pre approval, hard or soft money, something in writing indicating a closing of the deal with a date should have been given, there is another concern of receiving a phone call with a package of information of someone who thought they had been done wrong, there is no guarantee that you (Mr. Bertrand) would get the money, so sorry about the position that you are in, there is nothing in front me and my decision that says that this is not the best way. (Director Williams) Why did you wait till the last minute to come to the, to come before this board (it does not matter how long I waited to come and ask for help). (Director Washington) inquired about the rental amount to be considered; do not want to take a loss if the board pay this much for the property. (Chair Gardner/Legal) the CRA cannot bail out, once the property goes out of the hands of the CRA, it has to be for the public good and must fit within CRA plan. And I've been sitting here looking at the plan (legal's cursory review is that it does not fit in the plan, will need to further review in regard to FS163.380 to properly advise the board), legal's recommendation: the board can vote, but will have to discuss the future use of the property beyond tonight.

Approval of Resolution CRA-R-2025-04 CRA Bylaws - Chair Gardner motion to TABLE Resolution CRA-R-2025-04 CRA Bylaws; moved by Director Critton; second by Director Mack; AYE: ALL, MOTION PASSES. Questions/Comments: Item to be tabled for further discussions at a future workshop. Preamble not required to be read.

Approval of Resolution CRA-R-2025-11 CRA Special Quarterly Event Stogies@ Sunset - (Preamble Read) Chair Gardner motion to APPROVE Resolution CRA-R-2025-11 CRA Special Quarterly Event Stogies@ Sunset; moved by Director Mack; second by Director Critton; AYE: Chair Gardner, Vice-Chair Washington, Director Mack, Director Donovan Williams, Director Ruthi Critton; Director Wanda Randolph NAYE: Director Rodney Daniels; MOTION PASSES. Question/Comments: (Director Randolph) inquired about cost and expenditures, \$250 to use the town hall, other than that the event is self-sufficient; (Director Daniels) does not approve events to be held at town hall because of the holy grounds, event can be held at the Denton Johnson; (Director Critton) trying to draw a correlation to the plan of how this is a CRA event, the 1997 plan specifically talks about the agency doing more events to bring people into the district, to attract more businesses into the district, one of the ways are creating vending opportunities which is a direct goal that the CRA have to do, want people to come to Eatonville and spend money; recommend establishing a program that supports both the plan and our objective in that other attracted businesses or vendors have a pipeline to follow; (Director Daniels) a market analysis has to be done, put something in place to make the people want to come, want to see the data (CRA will be present to do the educational component, to engage all of our stakeholders to try to find that niche and feel that void); (Director Mack) it is a very eventful event, I support it, it is needed because it is entertainment, Mr. Johnson stated that he will deliver those things that Director Daniels is talking about. (Director Critton) curious about

expenditures and proceeds (all proceeds go back to the CRA). (Director Mack) do not have accessibility and places to go, the location is on the front street, a neutral and familiar spot

Approval of Resolution CRA-R-2025-13 for Grant Submittal to United Arts of Central Florida, LLC – (Preamble Read) **Chair Gardner motion to APPROVE** Resolution CRA-R-2025-13 for Grant Submittal to United Arts of Central Florida, LLC; **moved** by Director Critton; **second** by Director Mack; **AYE:ALL; MOTION PASSES.**

**STAFF/BOARD REPORTS:**

**Executive Director (Michael Johnson)** – March calendar March 22, 2025 (CRA Housing Resource Fair); several partners will present, will be something for everybody.

**Attorney (Greg Jackson)** – No Report

**Chair Angie Gardner** – here to look out for what is best for the town, require hard decisions; have to protect positions (Executive Director and Legal) and not a person; thanks to Ms. Johnson for the email, the executive director will follow up on the questions in the email from Ms. Johnson.

**Vice Chair Theo Washington** – No Report

**Director Tarus Mack** – Thanks to the citizens, as a leader we have to look out for the citizens, request for a conclusion after acquiring the property (want to help the family); appreciate Michael Johnson for doing the work he is doing, appreciate the attorney; want to protect by adding the supermajority (bylaws).

**Director Donovan Williams** – to have better you have to want better, must educate the community, purchasing the land was a good move.

**Director Ruthi Critton** – apologies for the tardiness, appreciate the opportunity to serve, excited about the housing event and look forward to more events and partnerships.

**Director Wanda Randolph** – No Report

**Director Rodney Daniels** – We are a business

**ADJOURNMENT** Chair Wanda Randolph Motions for Adjournment of Meeting (**Moved** by Director Critton; **Second** by Director Randolph; **AYE: ALL; MOTION PASSES. Meeting Adjourned at 8:27 P.M.**

**Respectfully Submitted by:**

**APPROVED**

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**Veronica L King, Town Clerk**

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**Angie Gardner, Chair**