



COMMUNITY REDEVELOPMENT AGENCY

SPECIAL SESSION MINUTES  
SEPTEMBER 26, 2019  
6:30 P.M.

**PRESENT:** **Chairman** Theo Washington, **Vice Chairman**, Rodney Daniels, **Director**, Marilyn Davis-Sconions, **Director**, Eddie Cole, **Director**, Tarus Mack, and **Director** Brent Gardner. **ABSENT:** Clarese Hopkins.

**Also, in attendance:** **CRA Attorney** Greg Jackson, Cathlene Williams, **Town Clerk**, Jasmyne Reese, and **CRA Consultant** Michael Johnson.

**Chairman Washington** called the CRA Meeting to order at 7:07 PM, followed by Silent Moment of Prayer and the Pledge of Allegiance.

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. OLD BUSINESS ACTION ITEMS**

**A. Approval of Consultant Executive Director Agreement.** Chairman Washington referred to the language of the (30) days written notice of the consultant, I would like to recommend changing this to (90) days termination clause; since Mr. Johnson has been here, he is doing a lot of things; the recommended 6 months for his contract is not enough time to do projects and other things he has in place, this is a short time to get anything accomplished; I would recommend two (2) years for this contract. Director Cole asked what the justification was to change from the (30) days to (90) days termination clause. Chairman Washington replied it gives time for adjustment for whatever the cause of termination maybe that this board may have. Vice Chairman Daniels referred to the two (2) years on the contract, normally an assessment is done after a year to see the progress of the individual. I would recommend (6) months and after that do an evaluation and go from there. Director Gardner responded that when you bring someone in to work, since he has

been here; I have enjoyed the things that he has done; its been told to me that he is doing a great job; two (2) years is nothing to get things moving the way that they should. Also, should the Consultant run the day to day operations? Chairman Washington replied, the Chairman can't run the day to day operations; the Mayor or a Council person can run it; the Consultant should run the day to day. Mr. Johnson stated that whatever duties the CRA Board assigns. Vice Chairman Daniels referenced to Chairman Washington comments regarding the previous CRA Director that no one watched him, things were going on over there that this board didn't know about Vice Chairman Daniels stated in response to Director Gardner comments; the consultant has accomplished a lot. The problem I had with the consultant is his recommendation from Mr. Brooks; and I have a problem with the consultant being on a contract it seems to benefit the Town; these are my two (2) concerns. Vice Chairman Daniels asked attorney Jackson is there anything specific that should go in this contract? Attorney Jackson replied he has made the necessary changes based on the comments from the board during the last meeting; I received an email from Mr. Johnson to change some time periods; once these were done, I presented to the contract to Mr. Johnson; he indicated that he agreed with the contract and present it to the board for tonight's meeting. Director Cole asked if the CRA Board is under a procurement at all in any of the things that we have been doing; because we are still under the Town's procurement procedure. Mr. Johnson replied; in 2010 the CRA Board adopted a comprehensive policy and procedure manual; this had all the procurement issues; and procedural from employees to consultants; this was approved by the CRA Board at that time. We have consistently stayed in the guidelines of the procurement procedures. Director Mack stated his original decision was for a 6-12-month contract for the Consultant; after looking at the last 4 months, the consultant is doing a very good job, and very particular in ensuring the Town is being prosperous and moving forward. I know you can't get things done overnight, 6 months is baby steps; in 2 years things can really get done; I am leaning towards the two (2) year contract, opposed to the one (1) year that I originally stated, I think a lot more can be accomplished with a two (2) year contract for the consultant. Director Sconions stated she does not agree with the first contract approved for the two (2) years; she agreed with the (90) days, she has not changed her mind on that. Chairman Washington stated the contract is changed from (90) days to two (2) years, and with the day- to -day operations being conducted by

the Consultant. Chairman Washington made a motion to approve the Consultant Executive Director Agreement, the motion was seconded by Director Sconions. Attorney Jackson stated to the board to ensure that we are following the proper procedure on one thing, I did not look at this from a day- to- day operations process; you need to define what day-to-day operations will be; specifically because day-to-day operations also includes over sight where employees of the CRA which technically employees of the Town. You need to ensure this process is in place so that there are no issues on how employees are handled by a non-employee of the CRA or the Town. Director Cole to attorney Jackson regarding the Interlocal Agreement, which will be challenged; where we are trying to take two (2) employees from the Town's side to the CRA, and then whom would be the supervisor of those two (2) employees that are Town employees, and the Town will pay their salaries? Attorney Jackson stated that his concern is to have a non-employee of the Town or of the dependent agency of the Town overseeing employees with the ability to hire, fire, or retain those employees these are my concerns. Director Sconions asked Chairman Washington is he recommending that the consultant conduct the day-to-day operations for the CRA? Chairman Washington replied Yes. Director Sconions stated that there must be someone in that position to run the operations of the CRA, and to direct the employees on their duties, I would like to see this language stay in the contract. Mr. Johnson stated that the Chairman provides the oversight and the supervision, any decision that is made would have to go through the Chairman. Director Cole stated that any Town employee answers only to the Mayor as stated in the Town's Charter. Mr. Johnson stated that the Florida Statute states that Municipalities and agencies can enter into Local Agreements as they see fit, so whatever the municipality decides. Director Cole referred to the comments from Board member Mack from the previous meeting regarding the 6 months contract, I agreed with that, I can not support two (2) years on anyone. **AYE:** Director Hopkins, Director Sconions, Chairman Washington, Director Mack, and Director Gardner; **NAYE:** Director Cole, and Vice Chairman Daniels; **MOTION PASSES.**

**B. Approval of Resolution #2019-24 FRA Conference Travel for Clarice Hopkins, Jasmyne Reese and Angela Johnson. PREAMBLER**

READ BY TOWN CLERK: A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE TRAVEL BUDGET FOR THE 2019 FLORIDA REDEVELOPMENT ASSOCIATION CONFERENCE, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. Motion by Director Cole, the motion was seconded by Vice Chairman Daniels; **AYE: ALL, MOTION PASSES.**

Mr. Johnson presented the Board members with key dates regarding CRA Plan. These are proposed dates; the board can make other suggestions.

**Jasmyne Reese**- based on the conversation tonight, and the Attorney brought up a good question that I'm still not quite clear on, I don't feel as though there is no real advocating for the staff, I just want to make sure I am clear on exactly how this relationship is going to happen, what are the day-to-day as it pertains to staff. Mr. Johnson replied that he will make explain this.

**Attorney Jackson**- still in the process of researching the role of Mr. Benderson as it relates to agency during the time period that it was requested. A piece of information came to my attention that caused me a little bit of concern. It is my understanding that there was some sort of device being placed on a computer and that device may have potentially been in place at the time period of litigation against the Town. If someone has a device on a computer for CRA during open litigation, this maybe something that I need to take a step back from to determine what other actions need to be done. I received an email from Doug Noah regarding the denying of coverage for the Benderson claim, he will be reviewing the letter of representation that to see where he is at that point. If Mr. Noah must back away, I want this board to start thinking about how you would like for me to proceed. I have also received a call from Mr. Benderson's attorney there will be a request for a 286 meeting to discuss a resolution if the board is interested in those conversations.

## **BOARD OF DIRECTORS REPORT**

**CITIZENS COMMENTS-** NONE

**7. ADJOURNMENT-** Meeting adjourned at 7:52 PM.

**RESPECTFULLY SUBMITTED BY**

**Cathlene Williams, Town Clerk**