



COMMUNITY REDEVELOPMENT AGENCY
SPECIAL SESSION MINUTES
APRIL 19, 2022

PRESENT: Chairman Angie Gardner, Director Rodney Daniels, Director, Martin Daniels, Director Theo Washington, Director Wanda Randolph and Director, Leviticus Henderson.

Also, in attendance: CRA Attorney Jaimon Perry, and Cathlene Williams, Town Clerk.

Chairman Gardner called the Special Session CRA Meeting to order at 5:37 PM, followed by Prayer and the Pledge of Allegiance.

I. CALL TO ORDER

Female: [inaudible 00:00:02] today is April 19th 2022, it's 05:39. And we are opening up our Community Redevelopment Agency Special Session Meeting here at Town Hall. Ms. Williams do you have a report.

Female: Yes.

Female: Aight, we will stand for invocation followed by the Pledge of Allegiance.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

God of love we trust in you with all our hearts and lean not in our own understanding, we acknowledge you in all our ways and in all our movement. So that you will direct us [inaudible 00:00:37] and not rely on ourselves for effective results for we are only human and often make mistakes. It is you who knows all things. So Father [inaudible 00:00:49] divine light in this meeting. In Jesus name we pray.

We pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

III. CRA DECISION(S)

I. CRA Resolution #2022-3, termination of the Executive Director Michael Johnson.
(Action Item)

Female: Our first item on the agenda is the CRA decisions--the CRA resolution 2022-3, termination of the Executive Director, Michael Johnson. You'd like to take it up for discussion or make the motion?

[CROSSTALK]

Female: Ms. Williams are you going to read the Resolution 2022-3.

Female: Resolution 2022-3. A resolution of Town of Eatonsville Community Redevelopment Agency TOECRA, Board of Directors, Termination of the Executive Director Michael Johnson Employment Agreement with cause provided for Conflict Severability and an Effective-Date.

Female: We have heard the resolution, the motion is on the floor to terminate Executive Director, Michael Johnson's contract.

[inaudible 00:02:38]

Male: Attorney have you had the opportunity to look at the Executive Director's contract?

Male: Yes, I have.

Male: What does it say when it comes to termination?

Male: That you have the ability to terminate the contract as long as it gets written notice, 90-Day written notice.

Male: So this is going to be, this is the process right now.

Male: Correct.

Male: Okay.

Male: Attorney, is that 90-day with cause or without cause?

Male: It's I don't know maybe - my understanding the resolution is with cause, so I believe it's with cause.

Male: So with cause you say it is 90-Days?

Male: Yes.

Male: Can you read that to me in agreement, where it states that?

Male: Okay, so, this says the agreement be terminated by, oh let me go back. So, this is the notice for, in my understanding this is with cause. So, if you look at, I guess paragraph 5, Termination Subsection (b), it references what needs to happen to terminate the contract with cause, that the Board has to give notice of the cause for the termination.

Male: By resolution, correct. In sub (b), sub (c) says termination without cause by the Board [inaudible 00:04:53] receive a 90-day written notice.

Male: Right, so that's without cause.

Male: That's without cause, so in sub (b) does it say that it has 90-days.

Male: No, if I said that I apologize, that's not my understanding. I was reading the other section. So without cause is 90-day notice; with cause you have to give notice at the Board meeting and establish, providing the employee conduct as violated the cause set forth in this paragraph.

Male: Yes, I have.

Male: What does it say when it comes to termination.

Male: Okay. Attorney now you can -- Florida Statute 215.45(4)(1) and (2).

Male: I can't say that off the top of my head, no.

Male: I think I provided you a copy of this --.

Male: Is it in the documents?

Male: Yeah a copy of it is.

Male: Okay.

Male: You got copy of the contract that -- is that part of contract --?

Male: According to report it says July 1st, 2011. This is the binding by the State of Florida Statute. And I don't think he was employed on 2011 upon this contract.

Male: So I have the statute that you're referencing, what's your question?

Male: So in his contract it says that he will be paid out the rest of the contract if he is terminated with cause, but that he receives Florida statute 215.45 4(a) correct? Because that says [inaudible 00:06:31] may not receive the amount greater than 20 weeks of compensation. So that makes that part of the contract invalid, correct.

Male: Unless it exceeds 20 weeks of compensation.

Male: Okay, Florida statute 443.036 29 and you have a copy of that as well, I've provided you a copy of that.

Male: I am looking at it. I'm sorry, one more time, which one is it?

Male: That's 443.036 29(b). So according to 215.425 if 443.036 29 is violated then no payment or service pay has to be paid up. And I'm looking at 29(b) it says Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his or her employer.

Male: So, I would ask you to go back to what you're referencing, because I think I misheard what you're asking. The question is, based upon which violation, are you saying?

Male: So if I go over because on Florida Statute 215.425, it states in 4a2 [inaudible 00:07:56].

Male: Wait, just bear with me, if you don't mind. Just tell me this is the statute, so I can look at it. And then --

Male: 215.425 4(a) #2

Male: Am I missing the page?

Male: That's on page 1 of that Florida Statute midway down it starts with 4(a).

Male: Do you see a 4? This is the same document 1 and 2. 1 and 2, and it goes one, two, three, you said four.

Male: 4(a).

Male: 4(a), okay I got it, 4(a) what?

Male: 4(a) 2.

Male: Prohibition of provision of severance pay, that's the section you are referring to?

Male: Yes sir.

Male: Okay, go ahead.

Male: When the officer, agent, employee, or contractor has been fired for misconduct, as defined in sub section 443.036(29), by the unit of government. So if you violate,

Male: At that time, did you not tell this Board don't move forward until we have your legal opinion on this, you let that go past, am I correct?

Male: I don't think I let anything out, I think --

Male: No, no you gave your --; I'll rephrase the question. You gave the legal opinion saying you knew the contract.

Male: So that's not an opinion.

Male: Okay. You gave your legal --

Male: I said I didn't read the contract.

Male: You didn't read the contract.

Male: So I think it was up to, I mean so the Board at that time probably should have tabled it, and not voted to, if there were issues with the contract at the time, then I think the Board at that time should have tabled the vote and not proceeded with it, since I didn't have opportunity to review the contract.

Male: I asked the table to vote and you didn't [inaudible 00:11:43]. I will rephrase it, attorney, that you didn't give your legal opinion, to say, "Hey, wait Board before you vote on this let me review it first." Am I wrong on that? Because my concern was you did have an opportunity to see it.

Male: I understand --

Male: And with my feeble mind I caught a couple of things on the contract myself. And I thought that it should have been reviewed by legal, first. You did not stand up and said "Hey Board, wait a minute, I think it's in your best interest that let me go get this first before we get ourselves in any legal obligation or get in to something that we don't understand." And the little thing that I caught with my feeble mind was taken out, right then, because they couldn't or the Executive Director couldn't --

Male: Again, I wasn't privy to any prior contracts, this contract at that time, so to say what was taken out, what was left in, I wasn't privy to that. So I'm not sure, I'm not sure what you want me to tell you --

Male: You were there, so I don't know why there is a, I don't know like a opposing of what's going on now with the --

Male: Nobody has opposed, so a question, the question is this --

Male: Okay. What's the question?

or we see that you violate 443.036(29) then severance pay does not have to be paid out to individual because that supersedes contract as well correct?

Male: I can't answer that question.

Male: I have got a question who thought, I mean who wrote, but you got write people up. We have a paper trail of you trying to terminate somebody and come with this law this is not a court. Do you have a binding contract, we have got, while this binding contract are we going to be in court.

Male: No sir.

Male: [Inaudible 00:09:39] statutes and what procedure [inaudible 00:09:41], if you could terminate him with that cause [inaudible 00:09:44] that's what you want to do, but you try to get him out by all those statutes out that with his contract.

Male: When the contract was written, if they superseded the statute, you shouldn't have put into contract, correct -- I am talking to the attorney, I am not talking to you Director.

Male: So anytime, anybody can enter into a contract. Now, if it does violate the Florida Statute, then the Florida Statute will govern in those instances.

Male: Thank you --

Male: But what you just said --

Male: But I will say though, I can't, without having an opportunity to actually read this, I can't definitively say what you're saying is accurate. I'm not saying it's not, but this is the first time I have read this. So I don't want to say definitively that this provision applies to the situation.

Male: That's right, I think it applies to situation we got in the hand. But it's who wrote him up saying that he violated some laws with the government. That's what the statute say I thought I heard it.

Female: Alright Director --

Male: Attorney, if I'm not mistaken. This contract came before this Board before I asked you, did you have an opportunity to review this contract and you said what?

Male: I said 'no'.

Male: You said, no.

Male: Correct

Male: Or the issue I should say, more than anything, there is the contract that is inside, that's undisputed. You have to give notice pursuant to the contract to terminate with cause. Now, I think other things have been brought up to whether or not you want, whether the Board or individuals of the Board wants to pay any severance pay as a result of termination. So we're looking to other statutes to ascertain whether that is appropriate or not. I cannot tell you right now in this meeting whether these particular statutes that have been brought to me at this very moment are applicable and would stop the payment of any severance pay, in an event that has to be paid stop it from taking place. Now, I'll be glad to review the statutes, review what needs to happen, but my understanding is, this is the hearing or resolution at task for a cause with respect to the termination of Michael Johnson's contract. So now we're dealing with other things, and that's fine we can look into it to see what is applicable, what's not applicable. But I guess I don't think, I'd be willing to say is, ask is what is the cause that I guess it's being demonstrated as the pointed in this resolution.

Male: I don't see - I don't see it, nowhere no clause or with cause with the action to be taken - the actions.

Male: So attorney, in Section 12(a) this agreement all transactions consequently -

Male: Well, I'm sorry, real quick, I don't mean to interrupt you section 12 you are referring to what exactly?

Male: His agreement.

Male: Okay.

Male: His agreement, all transactions as per this agreement should be governed by [inaudible 00:14:49] what does that mean?

Male: It means that if there is a conflict, then you address what the conflict is with the Florida Statute. So it may be a situation where the statute maybe overriding what the contract says.

Male: Okay, that's good to know. So right now, at this stage of thing, we just have to follow the rest of the resolution of termination and then according to this contract I was reading we got to give him suitable time to come back and [inaudible 00:15:24] correct.

Male: Well, it says specifically, the employee should not be deemed to have terminated for cause unless until there's a resolution duly adopted by the majority affirmative vote by the members of the Board of Directors at a meeting of the Board called

and held for the purpose of determining if the employee conduct violated any above cause provision set forth in this paragraph.

Male: Okay.

Male: So I'm just being provided with the resolution, I'm not sure what the cause is.

Male: You said you are just provided resolution?

Male: Well, today.

Male: So?

Male: So I don't yeah, this is the first time I'm seeing this resolution.

Male: Attorney - I asked this question on last week Ms. Williams did I not ask last week, was the attorney notified on this termination?

Female: Yes.

Male: Was he notified?

Female: Yes.

Male: Well, that's news to me. When was I notified?

Female: It was probably an email.

Female: The email was sent out on Friday.

Male: The email sent out on Friday about [inaudible 00:16:36] something - little bit later.

Female: Somewhere around it.

Male: When was the documents provided to me though, I guess is my question, because I haven't seen these resolutions is what I'm telling you.

Male: Friday they were emailed up by Ms. Williams. And I was told then that Attorney [inaudible 00:16:54] must have been, because we didn't know when you wanted to be here. And that's when I introduced another resolution on Monday because no one seemed to be answering that for me on waiting on other interim counsel. So I don't know where the conflict is but we can move forward with the resolution of termination and again then after that he has to be called back in here, correct.

Male: I think that would be the case, unless, unless there's some other cause, because I haven't seen but yes, there needs to be a resolution that specifies the cause. If he

was terminated under and with cause, but yes there needs to be a resolution that has the cause within the resolution.

Male: But I think, assume the one that give a cause. I mean, [inaudible 00:17:44]

Male: Why can't we give causes?

Male: Because [inaudible 00:17:47] we have the Chairman, Chairman to do all that. There she is - who does the -

Male: Well the Chairman have the Chairman writes out the report-

Male: [Inaudible 00:18:02] that's the problem we have. The problem we have right now that you don't read clearly that he reports to the Executive Director reports to the Chairman and the Board. Who had the Agenda, the Board. The Board is supposed to give it to the Chairman -. Well you are trying to supersede taking the power away from the Board. That's the problem. That's the problem with the whole thing is - so the problem is that that my -. The problem is, if you want to -

Female: What is the discussion?

Male: The discussion is if you want to get rid of Mr. Johnson, now you are trying to not pay him with without clause or with clause, you don't have a clause here, what are you trying to do? I think is the whole point of the show, that you have clause write it down, because you can't do that. You can't write Mr. Johnson up. I can't write Mr. Johnson up. So who writes Mr. Johnson up, if you have cause.

Male: Okay.

Male: What was your cause?

Male: Let me have that, I will write that.

Male: Ms. Williams, when this resolution was written, did I or did I not ask you was it reviewed by legal?

Female: Yes.

Male: And did you tell me?

Female: No.

Male: Because legal wasn't responding. Attorney Perry hadn't responded to 8th and 9th of my emails. That's why Attorney Mosley was stepping in and then he had to recuse himself. He should have been recused himself, there is another meeting we

have got at hand. You shouldn't [inaudible 00:19:43] going on because -- now, that's, that's big, that is a real right it's showing something's wrong.

Female: Attorney Perry -

Male: I wanted to address that. And as far as responding. I typically only respond if at pros a question and this has been my modus operandi since I've been the attorney is to respond to either the CRA or the Executive Director. So it wasn't like I was intentionally trying to not respond to you. But my goal and anytime I get an email, I forward it to the Executive Director. So it wasn't a matter of me trying to not respond to any of your inquiries. I can't respond to the inquiries.

Male: Why can't you respond sir?

Male: Because I am, at least from my understanding is I'm supposed to report to the Board, the Executive Director and/or the Chairman?

Male: Who told you that attorney?

Male: That's what I read in the bylaws.

Male: Board members - try to manage the agency, that's the reason we put bylaws in place. That's the reason we make bylaws in place first of all.

Male: Okay. Let me [inaudible 00:21:02] attorney and well I'm sorry can't really help you out to, look to the attorney's contract on note 2, prepare the [inaudible 00:21:09] LLC shall receive a monthly [inaudible 00:21:12] respond to all inquiries [inaudible 00:21:17] Executive Director, Chair, Vice Chair, Board.

Male: Again, I've only responded to the Executive Director and the Chairman during my time. So again, once I got anything from anybody other than that I forward it to the Executive Director.

Male: So Chair, I'd like to move forward with the approval of this resolution to terminate Mr. Johnson -

Female: At this point, Attorney Perry, given the resolution -

Male: The way it's worded, it's not sufficient, because there's no cause -

Female: Terminate this with a cause if we haven't gone over and clarified the causes. We've read the contract, but what are the, present the causes?

Male: [Inaudible 00:22:09].

Female: I mean it gave us that message that he wanted so.

Male: So we have legal filings [inaudible 00:22:18].

Male: We can't vote unless everybody –

Female: How, you gave us facts and we walked in on and ask is that to clarify what is documented? Hold on one minute, those of you that are in the audience, it's difficult to enough, but if you can just make sure that your conversations are state, please.

Male: So the documentation that was given to you, prior to you coming in, I know [inaudible 00:22:54] statute so there wouldn't be any misunderstanding of where I was coming from, I gave Florida Statute so I gave evidence to go along with that. That what goes to represent. Now if you want to go into evidence I can give [inaudible 00:23:11]. I can go to the audit, procurement. I'm going to go to you with by laws dealing with who has that financial responsibility. In the by laws, they state too, the Executive Director, I can tell you like you said, the other documentation I gave you since we want to talk about that right now. How many checks were processed through the CRA with only one signature? In November, there were nine checks signed with one signature. And 11 checks were signed after the fact, after someone was ousted out of office that should not have signed the checks, in the month of November. In the month of December there were 23 checks signed by one signature. In January there were 21 checks signed with one signature. In February there were nine checks signed with one signature. March there were 17 checks signed with one signature. So you don't think that's a violation of procurement and I've checked my [inaudible 00:24:22] --

Female: What do you mean --?

Male: [Inaudible 00:24:23] what do you mean without?

Male: Well, first of all [inaudible 00:24:29] stuff here. You got to set, maybe had an opportunity to assign every check or every check [inaudible 00:24:38]. You got, you weren't here at the time, okay. And the thing was, those guys didn't do it. So when you got selected to be up here, that's when this came about, oh --, that's what the bank required, allowed, it can't [inaudible 00:24:55] it doesn't matter --

Male: Procurement for CRA 2019 states that CRA --?

Male: Since you know Director, they must go by municipality procurement [inaudible 00:25:16]. I'm not -- the law states what it is so I'd like move on with this motion.

Female: Wait so, if on the procurement go down to about the signature, your specific motion, I mean, you're specific statements about the one signature. So in procurement then find where it talks about the one signature being allowed --

Male: Looking at resolutions Chair Ms. Williams.

Female: The resolution is in the policy. I'm asking you --

Male: Ms. Williams, what does the resolution stating about signatures for the total?

Female: Two signatures required.

Male: Thank you Ms. Williams.

Female: Under the town or the CRA, because procurement and procedure, and I'm not [inaudible 00:26:06] words out of thing, so clarify procurement and procedures are two different things. So if you say procurement, that's how you receive the services, am I correct. And procedure is how you go about the day-to-day, hearing those, that policy out, am I correct? So I just need clarification. I literally am asking. And if we can't clarify this, then we still don't know if there was a violation. So what's --

Male: I mean those were his comments. You've one Board member -- I mean it's not reading now, I mean --.

Female: Let's go to the next one.

Male: It's not even a resolution.

Male: Well because I was being obstructed in the resolution for legal not being able to see it, if you want do say it out loud. Now if you want to talk about obstruction, we can talk about that, too now.

Female: Well here's what I think happened, again, Ms. Williams was sent. Again, that wasn't the, anyway, I asked Attorney Perry if he was going to be at the meeting, the only question I asked them was, can you confirm that you're going to be at the meeting, am I right, Attorney Perry?

Male: Correct.

Female: I did not do anything else with the package. I didn't send it to anyone. I just received it. I didn't even look to see who had received it. I simply asked the question to confirm that Attorney Perry be at this meeting. That's how I knew that he was coming. So it's not, there's no obstruction. It was simply me making sure he was going to be here.

Male: So Attorney, when you went to any of the CRA meetings, did you receive a packet?

Male: Yes.

Male: Did you know check to see if there was a packet and so you --?

Male: I'm sorry.

Male: Did you know to check to see if you received the packet by email?

Male: Packet a packet was provided to me for every meeting.

Male: So coming to meeting you had the packet of say, was the packet available?

Male: I was not provided with a packet.

Female: But these documents were in the packet. So that means the cause was having a packet though and that would have been helpful for us to be able to at least review this. You know, so they I mean they weren't in the packet. Rather, he received the packet or not. I mean, so I don't know, but if we're going to see for a cause --

Male: There is a motion on the floor for termination of the Executive Director, is still a question.

Female: I got your --

Male: Yes I'd like to call for vote.

Male: I like the word call, I mean to call you know in this resolution.

Male: Okay, there is a motion on the floor then. I would like to call for a vote. Anyone uphold the Board, he can [inaudible 00:28:59].

Female: I mean the motion is already on the floor, we just take the vote. Okay this motion is on the floor.

Female: Okay --

Female: So, it has been motioned and second. All in favor of terminating the contract to CRA Executive Director Michael Johnson let me know by saying 'Aye'.

Male: Aye.

Female: Aye.

Female: All oppose 'nay'.

Female: 'Nay.'

Male: 'Nay'

Male: Roll call please.

Female: Director.

Male: I can ask for a roll call.

Female: Ms. Williams, would you please take the roll call?

Female: Director Randolph?

Female: Aye.

Female: Director Henderson?

Male: Aye.

Female: Director Washington?

Male: Nay.

Female: Chairman Gartner?

Female: Nay.

Female: Director Rodney Daniels?

Male: Aye.

Female: Director Merlin Daniels?

Male: Aye.

Female: So Attorney Perry, so that we are clear, what should we expect to happen to this vote?

Male: I think what needs to happen is, if we're going to use the information provided by Mr. Daniels, as far as the cause is given, then that needs to be included in the resolution. So I guess you'll have to go back later and add that to the resolution, because as of right now, the resolution is presented, there is no cause in the resolution.

Female: And that's the resolution, that we just --

Male: So we can't use that resolution, there has to be --

Female: It is our resolution.

Male: But this resolution has no cause mentioned.

Male: Well, it's not, right, it's not specify the purpose you are looking for. So I mean, if the resolution can be revised and revisit this, you can include the items that I referenced as the cause justification and place that in the resolution, and then because you don't want to, the whole point is you want it to be effective. And as of right now, it's not effective. You can vote on it, but it's not going to be effective as it relates to his termination, or as it relates to giving a proper notice and that's the issue.

Female: So are we asking for an amended resolution, is that what you're saying?

Male: It would have to be, yes, correct. I think we need to have an amended resolution that references the cause stated by Mr. Daniels.

Female: We just approved a resolution as presented and now we're discussing, approving an amended resolution, because this resolution isn't sufficient to terminate, according to a contract.

Male: Correct.

Female: Maybe somebody else will make a sense of that. So we're going to go to #2, item #2.

Male: Oh and also, that termination we need to secure the CRA -- terminated. So everything needs to be locked down --?

Female: We haven't yet got a chance to come back on.

Male: But even if you go on --

Male: He was not --

Male: [inaudible 00:32:37]

Female: I have --
[CROSSTALK]

Male: You are not telling us, I would like to [inaudible 00:32:49]. Is this another topic? Can you remove her? Can you remove her, just tell me. Don't tell me to shut up.

Male: So back to my point, when someone is terminated [inaudible 00:33:09] normal practices are that you secure, that venue or that location, and not allow property records or anything to disappear.

Male: True, that is true. But that's not really the case. You can -- vote because you are, you can't make that decision you are not the CEO or --

Male: So make a Council then, that's what you are, keep the team.

Male: So let me just restate what needs to happen so it's effective. And that's fine that this resolution has passed. But there also needs to be a separate resolution drawn up that includes the cause, because we want to make sure that you are complying with the notice provision in his contract.

Female: But the contract also allows for Board of Director Johnson to appear before and it says at said meeting so --

Male: And that's my point.

Male: That's how it is a resolution, correct, attorney.

Male: So after this resolution correct, you need to have another meeting with the resolution that has the cause within that resolution. And at that meeting, he'll be, now if he doesn't show up then he doesn't show up. But that will be the meeting that you at least adhere to the termination provision in his contract. So I can't say that he's terminated now.

Male: Why you can't?

Male: Because the termination isn't, I wouldn't say he is terminated, is what I would say. Because it's not, I think it'd be prudent to do it now until we have the, if you want to call an amended resolution or a second amended resolution, but you need to have a resolution that has the point within the resolution, because otherwise, it can be a lawsuit against the CRA.

Male: So it is not right to suspend then as the Executive Director till that meeting, am I right.

Male: I think that would be the, I'm assuming that the Chair, Executive Director would have to suspend the Executive Director.

Male: So I can make a motion and have the Chair carried out to suspend the Executive Director until we have that I guess the meeting for the termination?

Female: This is a special session, we stick to the agenda, am I correct?

Male: Correct.

Male: Well, that is true as well.

Male: So, which is termination okay so --

Female: But looking at the contract.

Male: Well there's no cause I just want to make sure, you told me before I didn't speak up well I'm speaking now.

Male: Oh now you want to speak up.

Male: I've always spoken up.

Male: No, you hadn't sir.

Male: Yes, I have.

Female: Well go ahead attorney.

Male: Well, we will agree to disagree.

Male: Yes sir.

Male: So again, this needs to be a resolution that has the cause within the resolution. So that in the event that assuming that, you know he doesn't voluntarily resign, that he can't come back and sue the CRA for not providing effective notice pursuant to paragraph five, section B termination with cause.

Female: And it does say that in the contract.

Male: Yes, that's what the contract says.

[CROSSTALK]

Male: In previous conversations, I know, Chairman and Director Washington, he wasn't in that meeting. But in previous conversation, this is something that we discussed, correct Attorney.

Male: There was a meeting I believe it was on March 14th I believe, March 14th, that that there was discussions about terminating Executive Director, correct.

Male: Okay and if my memory serves me correctly, he was asked by this Board, to get with the Town Attorney to draw up a resolution that including for cause. So when this time came -- all ready resolution up under the previous administration, that's if my memory serves me correctly.

Male: That's correct.

Male: Okay, I mean, I'm not I'm not saying that that's that, that might have been said.

Male: But it was asked of this Board.

Male: Well the problem --

Male: The CRA Board effectively to watch the -- if I may real quick, unfortunately, you [inaudible 00:38:20]. So when I say the Board, I mean the CRA Board as a whole. Now if he wasn't here, we can't attest to that. But it was a discussion that was previously had.

Male: And I don't question that. You want to, the Town Attorney and CRA Attorney to draw a resolution to terminate or what is the clause here.

Male: It wasn't to terminate. It was, if I remember correctly it was for the two attorneys to get together.

Male: Well, I never spoke to Mr. Mosley [PH] about that, so --

[CROSSTALK]

Male: He never approached me. Now, I'm not saying that and in that, but I'm saying I was never approached by Mr. Mosley after that meeting, in regards to that.

Female: Well wasn't he suspended in one of those meetings? Wasn't he suspended?

Male: Who?

Female: So he got suspended and terminated?

Male: Who?

Male: Well, I'll say this, he was suspended. And you talk about the cause he still was paid during suspension that he's supposed to be suspended without pay. For the month of March he was paid full salaries three times.

Female: I think because nothing --

Male: No, no don't skip over that Chair.

Female: I'm not saying right there --

[CROSSTALK]

Male: Where is the resolution?

Female: I mean, we think that's my guess, I mean, but it's just a matter of following some sort of protocol, it makes sense. Can we, because it's already 06:20, we have two other meetings --

Male: I think everybody wants to make [inaudible 00:39:54] justice is done the right way so we can proceed on.

Male: But it's 06:30, we stop because --

Male: No, we have to go to [inaudible 00:40:03] meeting.

Female: We have two more meetings.

[CROSSTALK]

Female: We will go and get another --

Female: May I speak please.

Female: Yes Director.

Female: I know that this is a very, it could be very complicated process depending on the language that is used and the reasons. And I'm listening to what is being said. And I'm going to share my opinion or my recommendation from what I understand what is going on. My feedback on this particular issue regarding Termination of Employees with Cause, and I understand that certain allegations or charges would have to be spelled out.

Male: Yes.

Female: So, in my opinion, the reports and findings that I have before me from the RSM report for cause, I would say, as an example that I'm going to use, and you tell me if I'm correct, if this is the language that we need to proceed with. The mismanaging of funds, misuse of funds, unsatisfactory jobs performance, and also failure to discharge his duties as required.

Now, those are four charges as well as reasons to for cause for Mr. Johnson, for what I have seen in the written reports. And I have the report right here, okay, you can request this through the Town Hall, through the custodian reference, if you would like to get a copy of this report. So if you're saying that we have to spell out with cause that's the example that I have for what I have found as a Member concerning Mr. Johnson's performance and running the CRA agency. So it's this, basically, what you're talking about, as far as this is the way that we should proceed, as far as spelled out exactly what those charges are or violations are.

Male: Yes.

Female: According to the law.

Male: It needs to be specific to what you're referencing in the RSM report audit, that you're referencing, but yes, those are examples of cause that needs to be referenced in the resolution that needs to be adopted.

Female: Okay, now --

Male: Or not to violate is the notice revision in his contract. Now, if you want to proceed with them and not do another resolution, that's fine. But then you'd be subject to potentially litigation. And so that's what we're trying to avoid.

Male: In the RSM report, who made that report CRA Board or who did that report?

Male: No, that was an independent third party report that was ordered by the Orange County Comptroller's office.

Male: And he get to show what those things were, what accusations or?

Male: So without the report, and that's why it gets tricky to just say, one liners without having getting specific examples of what you're referring to. So I don't know exactly what you're referring to, so but --

Female: What I'm referring to is the proper procedure to do this in the right manner --

Male: No, no, right, that's what I'm saying, but just so when we do it, we have, we identify the page number, identified, so we can reference it and have it in the document itself. So then, when it comes down to it and he has a chance to say, well, I don't agree with this finding, then he can make his argument on why, this doesn't rise up the level of cause. So it is the whole point of this provision is giving notice, and opportunity to respond. And then after he, and then you give him all the causes. And if he responds, and if he doesn't persuade you to change your mind, and you still want to terminate him, then you terminate him. But that's the point of the provision, is to make sure that he has opportunity to address the allegations of cause in the public forum. But yes, there'll be examples you can bring up as well.

Female: This seems to be, that RSM report was commissioned by the County. Every, all the findings that you see there for the point of clarification has already been addressed, back to the County Comptroller's Office, who has passed it back to Mayor Deming's Office, who has now passed it to another person in the County, I don't remember the name. So all of those items have been addressed, and if that is the report for 2019/ 2020, even some of the findings have nothing to do with the current CRA Director. This seems reckless in nature right now, because we don't have enough information to do this. We are in a hurry. But we don't have, we haven't asked any questions. But that report was commissioned by the county. So it seems at a bare minimum, ask the county if those items have been addressed by them because who are we to review the audit findings and come to a conclusion

without some sort of expertise that it just there are some missing pieces to this, but we seem to be in a hurry to get this done.

Female: Alright. Well, I'm going to ask the question, has these items been abated by the investigate about the County or what corrective action has been taken to make sure that these things have been resolved?

Female: When, in the very beginning when a lot of documents were requested from the CRA and I'm saying this, so it gives you a timeline, Director Johnson responded and said, we're gathering all of the items requested in that report because that's what held him up, getting the public Letter to Request got some of those Letter to Request documents. So it's around that time that those items were sent over. And please help me --

Male: Okay, so --

Female: And then after that they had questions and those --

Male: So let me interject, if I may. And just to give you some background. I don't know if you want the whole story, but this started when Mayor Cole sent a letter to Jerry Deming's. And then about, and I'm sure everybody has this letter, this is nothing new. As a result, he asked, Orange County Comptroller to hire a third-party to do an audit of the CRA. And that is what you have received as the RSM audit. I believe that's what you're referring to.

We had opportunity well I say we, but particularly Director Johnson had opportunity to respond to the audit in regards to his findings. We responded, we've had several meetings with RSM. RSM is done with what their role was. All their job was is to do an audit. We responded accordingly. We agreed with some of the findings that they had. And we've been, we disagreed with some of the findings that they had. So RSM is out of the picture.

Orange County, though, still had additional questions, in response to our response. So I, at this point, stepped in and started making the responses to Orange County to address any concerns that they had. This has been an ongoing dialogue or conversation. I recently had a meeting with Jeffrey Newton not Jeffrey Newton I apologize not Jeffrey Newton [PH]. What's his name? I apologize I can't remember the name but somebody from the Orange County, to address the last remaining issues. Because the whole point of this is to get the TIF funds that are being withheld by Orange County.

So we're at a point, and I got an email from Byron Brooks, that we should have a response this week, and that was on Friday. So I would hesitate to use the RSM

report definitively as grounds because Chairman Gartner is correct that it pertained to other things that wasn't applicable to Director Johnson. So that's why I want you to be clear about what you're going to use that, what information specifically would apply to him.

[CROSSTALK]

Male: Thank you Mr. Perry and [inaudible 00:50:05] until you have many dealings in the hiring of any employees over at the CRA --

Female: No, the only thing that I did was do their drug screening and ran -- do their drug screening and ran driver's license check to make sure the driver's license was valid at that point.

Male: At that point in time. Now according to the, what changed, I guess I can ask what came back because one of the findings in the RSM was that one of the code enforcement officers driver's license was let's say wasn't up to par. And code enforcement officer was still driving the town hall car.

Female: When I ran his driver's license, his driver's license is valid at that time.

Male: At that time.

Female: Yeah, I don't do a whole history of his whole driving record.

Male: Right. Because, did you read the report and did you read the response that Mr. Johnson, I'm sorry, the Executive Director directed those findings to you that if that were a big problem with the code enforcement officer's license that it was on the -- that did the hiring, and the background check. It's in the report, you didn't read it?

Female: No.

Male: Your name is in the list of clerk, did the background check. So in a sense, it's warning you that if that person had got into an accident, the town would be liable, because you didn't check the license properly, because they did they called him --

Female: Well, I've only heard, bits and pieces about his driving, that individuals driving record. But when I ran his driver's license check that day, his driver's license were valid.

Male: I understand, but don't you see, what I'm saying that the Executive Director didn't take responsibility for that. He put it on you that it was your responsibility, since being HR that it was your responsibility, if he was driving with, unless they have had license themselves. These are the incidents that we're talking about in that

report, whether [inaudible 00:52:23] unaccounted funds, that the report doesn't know where it is.

Female: Again, we have not --. What I want to ask is that, you do look at the time, because that's not on to go for that report is not on --

Male: We have gone over so we can go over it, we have that report in hands. But I don't see why we can't prolong the resolution, we sustain until we come back with cause. And if you don't like it then oh, well I'm standing firm on that. And that I don't need another resolution when we do it. So there's legal, I don't mind doing it. But I would like to go forward with this, the termination and suspension --

[CROSSTALK]

Female: I don't know what to do with that information. We have a resolution that I don't know, that motion, that second motion, if this is a special session, and I'm just going to stay right there. It's not on here to discuss the RSM report that should have already been done before the resolution. Your causes should have been listed, or you can list in the cause for later hearing. But we really need to stick to the agenda. Yes, Director Mervin.

Male: So you are correct. We do need to stick with it and I think it was popularly second and voted on and he is terminated, but the other part of that is, we keep saying, Chair, we should honor that. There has been several meetings that have been tried to call, you and the Director canceled. So don't come into this hearing now and try to say we should have did --

Female: I cancelled all of them or one?

Male: You didn't show up at two in my note --

Female: And that's not cancelling a meeting.

Male: And then you cancelled one that was scheduled and it was cancelled without cause and we still have what I need to go on, so you didn't have authority to do that, either.

Male: Which one did she cancel, which one?

Female: I believe that is --

Male: You check the email.

Female: I think that was when Director Johnson, he wasn't available, am I right. I don't remember the reason that is why [inaudible 00:54:50].

Male: It's already been passed.

Female: It can't [inaudible 00:54:46] without an agenda. Let me finish my statement. Director Johnson, he had been suspended for three days. That's what it was. And you called a special session during that suspension.

Male: It was after that.

Female: And so --

Male: It was after that.

Female: It may have been but in order to prepare the agenda you have to be able to get into the building that you have changed the locks on. So you can complete the agenda --

Male: So in absence of the Executive Director the Chair is supposed to create an agenda, correct?

Female: I don't think that's how it works. So I mean, but --

Male: That's what bylaws says.

Female: Okay, but moving forward, we'll address that. But it wasn't addressed at that point. So that's you asked why it was cancelled and that's why it was cancelled.

2. CRA Resolution #2022-4, termination of Legal Counsel Jaimon Perry. (Action Item).

Female: So #2, CRA Resolution 2022-4, Termination of Legal Counsel, Jaimon Perry, Ms. Williams.

Female: Resolution 2022-4, a Resolution the Town of Eatonville Community Redevelopment Agency, TOECRA, Board of Directors terminating the Legal Services of Legal Counsel Jaimon Perry of the Perry Law Group LLC provided for Conflict, Severability and an Effective-Date.

Female: It has a, the motion is on the floor to terminate the Legal Counsel of Jaimon Perry.

Male: Moved.

Female: A second.

Female: It has been moved and second. All in favor.

Male: Aye.

Female: All opposed, Nay.
 Male: Nay.
 Male: It's been a pleasure. Good luck.
 [CROSSTALK]
 Male: Well, we can address that next, a resolution was presented to the Mayor to add on for an interim Counsel in case this was [inaudible 00:56:55] because that's proper planning and the Mayor instructed the town clerk --
 Male: If you want me to stay and continue in my capacity for the next few months, and that's fine.
 Male: We'll pay you out because your contract says you still get paid for those two months.
 Male: But no, I mean I'm not trying to put the town in a lurch. My responsibility as a CRA Attorney is to go by, so you want to continue without means, I'll finish it out.
 Male: Thank you, sir.

3. CRA Resolution #2022-5, moving CRA meetings from Quarterly to Monthly. (Action Item).
 Female: CRA Resolution 2022-5, moving CRA meetings from quarterly to monthly. Does that, that's pretty self-explanatory, correct? Or do you want to read it Ms. Williams?
 Female: Resolution 2022-5, a Resolution of the Town of Eatontonville Community Redevelopment Agency, TOECRA Board of Directors, change in the meetings of the CRA from quarterly to monthly meetings provided for Conflict, Severability and an Effective Date.
 Female: I will move the resolution 2022-5.
 Male: Second.
 Female: The motion is on the floor, for CRA meetings from quarterly to monthly.
 Male: You can go ahead now Board member right now.
 Female: Yes I move forward Resolution 2022-5.

Male: Second.
 Female: It has been moved and second. All in favor?
 Male: 'Aye'.
 Female: All opposed.
 Male: 'Nay'.
 Female: The item passes. #4, standard resolution 2022-7, check signatory for CRA -- [CROSSTALK]

4. CRA Resolution #2022-7, check signatory for CRA Banking.
 Female: Alright, Resolution 2022-7, a Resolution of Town of Eatontonville Community Redevelopment Agency, TOECRA, Board of Directors, change in the check signatory for checks issued by the Community Redevelopment Agency, provided for Conflict, Severability and Effective Date.
 Female: Alright the motion is on floor to change the text signatory to those listed.
 Male: So moved.
 Male: Second.
 Female: It has been moved to the second, question.
 Male: Ms. Williams [inaudible 00:59:38] on the town side or the CRA side.
 Female: Actually, Vice Mayor Daniels called me yesterday and had me to do a resolution on the town side as well. So that resolution is a part of the packet that's on your table, for this to be on the town side as well for the council members.
 Male: So you are saying it needs to be on both sides?
 Female: Yes.
 Male: I was just going to ask her to make sure that was in your town side as well. So I was trying to make sure. Okay.
 Female: Yes, that probably means a second to change check signatory for those listed. All in favor.
 Male: 'Aye'.

Female: Okay. All opposed.

IV. CRA DISCUSSION ITEMS

5. Status of CRA continued operations. (Discussion)

Female: CRA discussion items. Number 5 Status of CRA continued operations discussion. I'm not sure --

Female: Well, that was basically, it was based upon Item #1 go and move it forward, the operations for the CRA will continue.

Female: Is that all?

Female: Yes.

6. Status of CRA employability staff workers. (Discussion for action).

Female: Number 6, status of CRA employability of staff workers.

Female: I have a question concerning the employee some employee like CRA, to make sure to adhere that they adhere to their work schedules. We have one employee that's getting paid for 40 hours a week, \$1200, every two weeks and her employee agreement is for eight hours a week. So that needs to be addressed.

Female: You want that addressed now --?

Male: Yeah, we need to address this person is working full time and their employment, when they were hired, responsibility of eight hours a week. And they're getting paid \$1200 every two weeks for eight hours. So they should be working. Right now, there is nothing going on at the CRA, like there is no houses being built. There is no homes, being repaired. There is no projects working on. So what are they doing? What are they doing?

Female: And did you call --?

Female: Ms. Paula Bradshaw is responsible to make sure that the accuracy of your reporting or findings is done. You have another employee there that's working 40 hours a week. So there's nothing being done. But when you look over the financial reports for December, January and February, these all salaries demonstrated as expenses nothing concern any community projects. So I move that they adhere to their schedule as they were hired.]

Male: [Inaudible 01:02:52].

Female: But no, it's eight hours a week.

[CROSSTALK]

Male: I mean, that's not our job --

Female: I will have to look into it --

Male: That's not our job.

Male: [Inaudible 01:03:06].

Female: I will look into it Director.

Male: We are Board Members that's not our job to worry about day-to-day of any agency that's what we need to make sure or you know all COVID, make sure you will do all those [inaudible 01:03:15].

7. External Investigation on audit findings by a Florida Law Enforcement Agency if warranted. (Discussion for action).

Female: Number 7, external investigation of audit findings by Florida Law Enforcement Agency, if warranted?

Female: Okay, that's based upon the investigation or findings concerning the performance of the CRA agency, its performance, and also the Executive Director, if needed, as you can see, it says if warranted. If there's a need for us to call in another outside agency, to investigate some other findings or wanting to be on record that we should have the privilege to do that, to do just that.

Female: It's --

Male: I will comment on that one former Director [inaudible 01:04:05] on a campaign thing, that's the copy that you got for reference. He said, did you know that we can do that [inaudible 01:04:11] \$1 million in the past 10 years. We need to know what and where that every spent every single dime that he said I would request the company's observation that every dime was legally spent and [inaudible 01:04:21] everyone 100% accountable. So I can agree with the Director Randolph on that. Furthermore, it was on the two checks signed on that. That so, him being one of them. Director Matt being one of them to say that, that gives me another notion that maybe we should be launching an investigation into the spending of the CRA's dollars.

Female: Yes, this is based on RSM report or the forensic audit.

Male: Both and the inconsistency -- you don't want to run RMS we can to other [inaudible 01:04:59]. But like we had four town employees who is paid. We had \$100,000 that was trying to be sent out, it was caught. So there is a lot of things in here to say, oh, you know, we're just after the Executive Director, but there is evidence in here that money and things were trying to be done that wasn't copacetic with the law.

Male: Okay. And \$100,000 where --

Male: That's another thing that you guys missed, the agency was supposed to do programs. Now, that wasn't nothing's gone wrong, agency do programs, they do, they do a lot programs, they would help people build houses, that \$100,000 deal was in that group of three lots that the town, the CRA, would have put liens on it, with the person with classic homes. Let's get it straight, what happened is -- somebody [inaudible 01:05:54] the people whatever. But that is not the case. The thing is we do programs that's what CRA is supposed to do. That's what is, the CRA lost federal money because the guy stealing the four or five homes, and he lost money because he wouldn't give nobody on, when you put them in the [inaudible 01:06:12] --

[CROSSTALK]

Male: We do programs [inaudible 01:06:29] to do it

[CROSSTALK]

Male: So I wanted it to be --

Female: But that's on passing the RSM report, and it's been addressed, by the comptroller.

Male: But to Director Randolph's issue, Chapter 163 states how many people are supposed to be on Board? Five, when the Independent Board came, they were only four individuals, one independent Board until November 4. So everything that that Independent Board voted on was illegal.

Female: I think it's five to seven.

Male: Right, it's supposed to be five to seven.

[CROSSTALK]

Male: Those people won't say --

Male: [Inaudible 01:07:08] four individuals, because Director Johnson and during that time, they will not want to recognize the taxing authority for director himself. So

you want to talk about the causes of the terminate, I just gave it to you. And I've said it before and see how --

Female: But is it four majority?

Male: You missing it, listen to me one more time it has to be a minimum of five individuals. It was only four. You had Director Williams, Director Reese, Director Baldwin and Director Skylands [PH]. There was no other individuals on that Board during that time. So all those transactions that happened when that Independent Board took place were illegal [inaudible 01:07:47] looking at Chapter 163, that's the Bible.

Female: Yes, I really want you to just clarify that with, just because that has been addressed, but I'm not [inaudible 01:08:01].

Male: Okay. I will add that --

[CROSSTALK]

Male: Up here, it's all about today. And Chair I will review the [inaudible 01:08:13] I encourage you to raise your hand and being acknowledged. Lord, have you said you have to stop the outbursts and the argument back and forth, do we agree?

Female: I mean, you --

Male: You are not saying this because Director Washington is speaking over. [inaudible 01:08:35] by raising our hands and then we have the floor [inaudible 01:08:40] doing it again. So I'm asking you, Chairman to, in a sense, use your [inaudible 01:08:47] or whatever to get Board because [inaudible 01:08:50] want to speak properly, and then we can all sit together, we can all talk together, then you can recognize each person on the floor and then we can conduct these meetings with a little professionalism [inaudible 01:09:03] on the floor and then each other have that time to speak. Agreed.

Female: I think that's everyone's job up here. But please --

Male: My point is you have the [inaudible 01:09:16] and this will stop this bickering if you just say, [inaudible 01:09:21] Washington has the floor, until the other person to hush until they finish their points.

Female: So noted. Alright is that it?

Male: That's it.

8. Board member vacancy to be filled. (Discussion).

Female: Alright number 8 Board member vacancy to be filled discussion.

Female: I don't think that we should fill any vacancies for CRA Board right now because we have some pending issues that needs to be resolved before we go ahead and move with that place, that would be the proper estimation for that [inaudible 01:09:56].

Female: And that vacancy is billed on the council side. So that would not be an item for the CRA --

[CROSSTALK]

Female: Alright, unless there's anything else we're going to address within our workshop. Second, all in favor.

Male: Aye.

Female: Aye, we want to be [inaudible 01:10:27].

[CROSSTALK]

7. ADJOURNMENT- Meeting adjourned at 6:49 PM.

RESPECTFULLY SUBMITTED BY



Cathlene Williams, Town Clerk