



AGENDA

COMMUNITY REDEVELOPMENT AGENCY SPECIAL SESSION MEETING TOWN HALL (COUNCIL CHAMBERS) JULY 06, 2022 6:00 P.M.

I. CALL TO ORDER AND VERIFICATION OF QUORUM

Chairwoman Gardner: All right, it is 6 o'clock we call to order the special session meeting for the CRA this July 6th at 6 o'clock like I said, so let's go ahead. We will verify a quorum. We have Director Randolph, Director Washington, Chairwoman Gardner, Vice Chair Daniels, and Director Daniels so we do have a quorum. If we can stand for a moment of silence and pledge allegiance.

11. INVOCATION & PLEDGE OF ALLEGIANCE

Members: 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.

111. CRA DECISION(S)

1. Approval of Resolution #2022-10, to allow televised CRA meetings same as the Town Council meetings. (Action Item), Director Wanda Randolph.

Chairwoman Gardner: All right, the first item on the agenda is to hire an interim for legal counsel services of Greg Jackson for TOBCRA. Director Randolph,

Director Randolph: Good evening everyone.

Chairwoman Gardner: Could you speak to that microphone so that the recorder picks you up, please? Thank you.

Director Randolph: Okay, thank you very much. Thank you, Mayor. All right, before signing to hire an interim legal counsel service Mr. Greg Jackson, and I just want to say that before we get started here I wanted to ask, is this being recorded on Facebook? Is your session being recorded on Facebook?

Chairwoman Gardner: No, not, this is special session.

Director Randolph: Okay. I was just asking the question, okay. These are some of the items here that resulted from the May 17th meeting and we're just addressing some of some of these items at this meeting here July the 6th. I thank you all for coming. Okay, the first item is to hire an interim legal counsel services Mr. Greg Jackson. His information is included in the packet. Hopefully everyone has reviewed it. Mayor, I entertain for you to entertain for a motion, please.

Chairwoman Gardner: I just want to put on the floor that as Mayor I did hire an interim counsel already, and that's been made clear, and I did have the right to do so with civility of the town. I also addressed my concerns with this hire. And I'm going to be more specific in those concerns because we were given the transcripts. We were given sent to you and your email and it doubles -- it causes me to double down on my concerns simply because when I think of representation of the agency, when the agency is taken to court, forget the agency. If I have a lawyer and someone's suing me, then I want my lawyer to defend me so that -- to defend me. And in doing so then you would hope that your lawyer makes certain that your freedom is not taken away.

On the 21st page of the transcripts, if I look at page 20 and 21, and it talks about one of the issues where the attorney could not make it to the hearing. And it goes on to say that the email, it was the issue with the email address so he never received the notice but then this is the disturbing part, that set aside, that aside, had I received that email means the email to make the hearing I still would not have attended that hearing. I would hope that an attorney that is defending me or representing me would show up for hearing, regardless of any personal feelings or thoughts, and that just confirms what I said on May 17th. So I stand to my -- oh, and then it's one more thing, something that it was last night so we're in a council meeting so it was Counsel McDaniel stated that there are no provisions to hire an interim attorney or an interim town clerk. But

there are no provisions to hire an interim legal counsel service for the CRA. And since the CRA also adopted procurement policy of the town, I would think it would stand the same. But the Mayor can appoint someone in that position, which is what I did, and I stand by that.

Director Randolph: Mayor, I have a question, please.

Chairwoman Gardner: Yes.

Director Randolph: I have a question. You mentioned something about some transcript I'm not aware of what you're reading from, I don't have a copy of that in front of me. So what transcripts are you referring to?

Chairwoman Gardner: It was a transcript that was sent on May 19th, so that meeting was May 17th and then on May 19th, Attorney Jackson sent his rebuttal, or just to share what, you know, his side of it on May 19th at 8:40 a.m.

Attorney Shepard: What year?

Chairwoman Gardner: This year.

Attorney Shepard: Okay.

Chairwoman Gardner: And he sent it to everyone. And so the transcript was, you know it's a transcript so it's over a 100 pages long. So these are his words because this transcript was of the meeting that he was having with the CRA on October 31st, 2019.

Male: Mayor, I have a question. You said you stated it. You said upon your authority that you can hire an interim, what session is that and where is it located?

Chairwoman Gardner: Last night I told you 500 and 700, those are the areas I remember, 500 and 700. And I cleared this with Attorney Mosley as well.

Male: Okay. Attorney Shepard. According to our charter, who has the right to hire the town clerks and general counsel for the historic town of Eatonville as well as the CRA?

Attorney Shepard: When you say hire you mean hire or hire interim because there's a difference.

Male: Tell me both.

Attorney Shepard:

Okay, as I recall, and first of all, let me back in so everybody's on the same page. As to the interim I had no authority I didn't view, I didn't want to be involved in the conflict. It would benefit me in theory to have said, oh yeah, you can hire. So I didn't. That was all D. Mosley. His opinion, kind of in summary form as I recall reading it was that because the town needed to continue and these positions need to be filled, by these positions one was the interim CRA position but there were others I think there was an interim town clerk position maybe an interim administrator position, and the town could not function. And that was his conclusion. And I don't know what else he based it on because the night that I would have found out he resigned. But what I recall reading although I don't have it in front of me because I was here for a CRA meeting in the charter is this is a — since this is a strong mayor form of government, very similar to a pop quiz in that regard. The Mayor has the appointment authority for typical for the hiring position and then with the approval of the council. However, for an interim position, I don't know that it says one way or the other. That's my recollection, I don't have the charter in front of me.

Male:

Okay.

Chairwoman Gardner: And it is advertised.

Male:

So counsel and town clerk is by council recommendation by a simple majority vote.

Attorney Shepard:

By council recommendation or by mayor recommendation in then approve —

Male:

I didn't say mayor, and I'm pulling it — mine is in the car and I was going to go out and go get it. It doesn't say mayor, it's the counsel.

Attorney Shepard:

Yeah. Well, I'm certain that counsel at a minimum approves the hire, I don't know whether they weigh in, in the first instance, I'm certain.

Male:

It says nothing about the mayor.

Attorney Shepard:

Yeah, okay.

Male:

It says counsel. So up on that authority and I challenged Attorney Mosley on the same fact of appointments. Those appointments are

appointments that fall upon the echelon of the mayor. The echelon of a counsel, she can't override that

Attorney Shepard:

If we're talking permanent appointment the charter is going to be what it is, if the charter is silent and I guess that's the case I don't know, that's probably where Mr. Mosley came from. I just don't know, I would ask him, but he's not here.

Director Randolph:

So is this situation is based upon because we're using the word interim because last night it was a totally different situation.

Attorney Shepard:

Yeah, it's a different situation, correct

Director Randolph:

Last night we said interim and I moved to change it to the town attorney. So in return, could we all put the same thing and say we would like to, I mean, I would like to hire, number one, to hire a legal counsel services, and I withdraw that motion.

Attorney Shepard:

No, I don't know. What I was going to say is, I don't think that there was any --- this agenda item says hire interim for legal counsel services. And I don't know that in these bylaws that there's anything about who does the hiring other than the executive of the board. It does say the CRA shall appoint a general counsel which that's y'all, the whole board, and this is an article 3.4, who shall be qualified member of the bar, but it doesn't say anything about an interim. But similarly, if let's assume for the sake of discussion, since he's not here to defend himself, if Mr. Mosley was correct about interim authority, it doesn't say here that at some point immediately thereafter, the next day, the next week, the next month, you couldn't hire someone to be more permanent, including for example, what happened last night with me. I was supposed to be interim, but then I became permanent. So I was the interim and I guess I still am until at least tonight, the CRA lawyer as well. But there's nothing in the bylaws, just the bylaws, there's a purchasing policy, that's a separate matter, that says that an interim appointment will last for any specific length of time.

And I know the Mayor has said and I guess it came from Mr. Mosley, but again, I don't know that the interim time period that he had in which he could fill the position was up to six months. I don't know if he got that out of your purchasing policy or whether he just looked at how much time was left until December when the chair can be --- I don't know where his authority came from for the six months. Maybe the Mayor knows. But at least in the bylaws, what it says on 3.4 is that CRA shall appoint, that's not the Mayor, that's a

CRA, a general counsel, but not an interim counsel. And so the key here is tonight, it says interim. And again, like we talked about last time, your bylaws say, you can only talk about what's advertised, that's in your bylaws.

But in terms of how long you would do it for or whether or not there's an issue, it's on the agenda for discussion. It's not an improper thing to be on the agenda. That's why when I saw that request, I said, well put it on there. And I wouldn't be able to articulate tonight any reason you couldn't go from me as interim to someone else's interim, if that was the pleasure of the board. I also don't know of any reason compelling that you have to do that. It's really I think up to you all to decide. The key missing ingredient is what Mr. Mosley's reasoning was and for the reasons I stated, I stayed out of that. So I don't know what he was thinking or why he was thinking. I trust another lawyer generally to do his homework, but I don't know what homework he did and I didn't get a chance to ask him before.

Director Randolph:

Okay. Well, then can I ask a question please? This is a question. Okay. So based upon what you're saying, your comments as far as what is on this agenda, like number one here it says interim. Is there anything that will violate or change this particular issue, if we just say we want to hire a legal counsel service? You're saying that Mosley.

Attorney Shepard:

The thing that would concern me is the part of what it says in your bylaws, which is unusual, as far as what I've seen before, which it says at Article 5.6.4 is called the agenda rule, except in emergency situation affecting the public health, welfare or safety, no official action may be taken by the board on any action item unless it appears on the CRA agenda and the item that appears on the CRA agenda is interim. So at this meeting, what's advertised on the agenda is interim, but for example if you had a next meeting, it could be to make that interim permanent just like last night was for me.

Director Randolph:

Okay. Well, okay that's issue because we want to do the right thing.

Attorney Shepard:

Yeah. That's a whole different issue about whether the bylaws should be changed as we've discussed, and y'all can do that whenever you get around to it. But as it reads right now, that's how it reads.

Director Randolph: So in other words, we cannot go with the interim. That's what you're telling us as a board?

Attorney Shepard: No, tonight you can go with interim, you can't go with full time because that's what your bylaws say, because it's not on the agenda. If it said interim or.

Director Randolph: I understand sir.

Attorney Shepard: That's what I'm saying.

Director Randolph: I understand. Yes, okay. Well, therefore, I move to put a motion on the floor. I move to hire an interim legal counsel service Mr. Greg Jackson for the CRA please.

Male: So move.

Attorney Shepard: Is there a second, I guess, just trying to keep track.

Male: Second.

Attorney Shepard: Okay.

Male: With question and my question is for the attorney.

Attorney Shepard: Yes, sir.

Male: Seeing that you last time was saying that we had to go by and we have a special session emergency meeting, we have to go by the agenda. This is what we are going by. For the chairman not to want to move what's on the agenda.

Attorney Shepard: Nobody has to make a motion. Motions die of lack of second all the time. And not anybody have to support a motion just because it's an item on the agenda. I mean, it could have had neither -- if no one's spoken up and Ms. Randolph made the motion and nobody seconds it. We're on to item two.

Male: Now, my question is, being that I've been on this board for a long time and even your legal you last night say that we don't have to go by Robert's Rules of Order.

Attorney Shepard: That's correct.

Male: So you can do it.

Attorney Shepard: Yes you can.

Male:

But common practice does that have any merit to that ever since I've been on this board the chairman whether they like it or not, or the mayor whether they like it or not have to move motion although we have in the charter that if the mayor or I'm not sure in our CRA bylaws that the vice chair can move the motion. It's never been that that practice that the chair or the mayor will not move that motion, just blankly said I don't understand why they aren't held to the same standard of saying that you have to do it mayor and if you don't, then the chair, the vice chair will do it.

Attorney Shepard:

If I understand, and again, I came here for a CRA meeting and I'm sorry that I don't have the charter with me, because if I did I would look it up for you. But here's what I will tell you. Ordinarily, if you follow Robert's Rules, which I never recommend, not just for Eatonville but for anybody because they're too complicated for the average bear to figure out with the seconds and primary motions or secondary motions and which amendment comes from, all of that stuff. Basically, as long as the folks can understand what's being moved and seconded, and they can debate similarly, that's what I recommend. And if you want certain rules adopted for your body or your agency then you can certainly do those but not speaking over one another that sort of thing.

So putting those on the shelf for the moment, this rule about chairman's chair people making motions is a factor typically unless it's in your charter from Robert's Rules. So typically, the chair doesn't make a motion. But he or she calls for a motion. Is there a motion on the item, if Ms. Randolph brings it up, is there a motion and the mayor looks around is anyone making this motion and the mayor doesn't want to make the motion then and no one else does, it dies because no one made the motion. You always assume the person that brings it to the table in this case Ms. Randolph would at least make a motion for her own item, and then if it didn't get a second, it also dies. And so unless you're telling me, which may be the case, that which would be really unusual but it could be the case that in your charter the motion, any motion that suggested by any one of you, the mayor is required to make the motion even if she or he ultimately votes against it. Well, that would be weird. But if that's what the charter says, then great. And that's what you would do until or unless you amend the charter.

Male: Right. But I think it's just been common practice so that you have that time limit what you're saying that motion like there's a motion on the floor, that A, B, C, A, B, C, D, do I have a second? You know, it's like you give it time, the time starts when the chair says it so that you know that if there's not a so move or seconded then it dies. But to have someone do it from this board, it's just always been customary that we take lead from the chair that we don't overstep our boundaries and just let the Chair move the motion, whether they like it or not, whether it's in the bylaws or not, that's just been common practice.

Attorney Shepard: Again, the idea that things have been done a certain way is a decent reason, not a legal reason, but a decent reason that promotes people getting along to continue to do it that way. But the right way to do it is if that's what the body wants to put it in a set of procedures or your bylaws that this is what will be done.

Male: All right, so who cares so now that we have a motion and a second, do we let Ms. Wanda call for the roll?

Attorney Shepard: The Mayor would call the roll or call for the vote. Usually we'd have a clerk to do that. But critically, the part that has been missing, and maybe there is no discussion other than what the mayor has said is that after there's a motion usually followed by a second, then is there any discussion on the motion, are we ready to vote? Now, if there's discussion that goes until it's done, and then you call for the vote, but that's the only part that I haven't heard so far is there discussion of the motion.

Male: I have a question. So, we changed the agenda? We changed the agenda?

Attorney Shepard: Nothing yet.

Male: I'm just saying, the motion is that you wait for interim.

Attorney Shepard: That's correct and that's the motion.

Male: And the rules are that it was posted on the agenda and what we need to discuss.

Attorney Shepard: That's right. She moved for interim and one of the --- I don't know whether it's the vice mayor or Mr. Martin Daniels but one of them was seconded. So right now it's on the floor.

Male: Not actually said interim.

Director Randolph: Yes I did.

Male: You said it, okay.

Attorney Shepard: Yeah, she did. So now that we have a motion that's appropriate for a vote if there's no further discussion, but I don't know whether that's the case.

Male: So we have for the chairman to call for the vote.

Chairwoman Gardner: We have a dilemma though, because if --- we already have a --- we have a --- I'm not budging. We have an interim already. I'm not budging. The appointment was made as an interim. The position has been advertised. And if that's getting in resumes, that's getting whatever you need. But there is a concern that I placed before you, you're ignoring it. If someone stands and says that they would not have attended a hearing to represent the agency, I mean, that should be a big problem. I mean, if that's your one assignment. The second part is that I've already as Mayor appointed an interim attorney for CRA, yes Director Daniels.

Director Daniels: Attorney, my problem with this, the opposition that's coming from the Mayor even before ---

Male: Chair, chair, the chair.

Director Daniels: I'm sorry, the chair, even before she decided to appoint interim an legal counsel back in March, April, I have already submitted the same similar legal counsel surveys for Mr. Jackson. So then for her to come afterwards and then try to supersede, it's nothing. The chair is stating all these different things and we're flip flopping back and forth. There's a motion on the floor and I think the motion has been called for a vote. The chair should follow the rules of this body and call for the vote.

Chairwoman Gardner: So I will call for the vote but I will tell you this, will not represent this agency. I don't know what to say. But if someone tells you they would not appear at a hearing to represent their agency, there is nothing left to be said. I as Mayor of the town and this agency in the town ---

Male: Chair.

Chairwoman Gardner: Vice Chair Daniels.

Male: Attorney Shepard you have on record now that the chairman is not moving if this board goes in a certain direction.

Chairwoman Gardner: To protect the staff.

Male: That's your opinion. I'm talking to legal right now. Where do we stand as far as I think malfeasance is not the right word, maybe not getting it right, but to have this board vote a certain way and for the chairman not to carry it. How does that stand? I mean, we should not allow this chairman to say that and it should be removed immediately if they're not going to do what this board has instructed them to do.

Attorney Shepard: Well, I may be misunderstanding. But that's not what I'm hearing the Chair say. What I'm hearing the Chair say is, first, for reasons that she stated, I don't know anything about those reasons. I understand that has to do with attending or not attending a hearing and apparently some statement to the effect that even if they had known about it, they wouldn't have attend. Mr. Jackson won't attend. I don't know anything about it. I don't know the issue. I don't know the transcript. I haven't read any of that stuff. I don't know about that. But whatever it is, it is the Chair's prerogative to say. I don't support this hire. I've already hired somebody else. And I think we should stick with that person. And I know that entures to my benefit, but I'm just telling you, but that's different than saying I'm not going to follow it because she also said I will call for the vote.

So here's what I think I heard. I heard I do not support this hire. here are the reasons I do not support this hire. We already have an interim under authority that was I was told I had by Mr. Mosley and I'm concerned for the agency. That's what I'm hearing. I'm not hearing it I'm not going to call for the vote.

Male: No. Did you not hear she's not going to move? So you tell me your explanation when you hear I'm not going to move the interim, well, whoever the interim now if this board happens to go.

Attorney Shepard: There's already motion on the floor, there's nothing you can move.

Male: So let's call for the vote.

Male: Yeah, there's already a motion on the floor. There's a second. It's really now just about a vote.

Chairwoman Gardner: It's been moved and seconded that we hire an interim for legal counsel services of Greg Jackson for TOECRA. All favor, say aye.

Male: Aye.

Female: Aye.

Chairwoman Gardner: All oppose.

Male: Nay.

Chairwoman Gardner: Nay. My statement on that stands.

Male: May I address you all? I don't know whether now is when Mr. Jackson should take the seat.

Male: Yes, yes.

Chairwoman Gardner: No, sir.

Male: Now you see what I'm saying. Yes, sir.

Attorney Shepard: Hang on just one moment. I'm okay with whichever however way you want to go, but I did want to -- I sent you all an email like this afternoon so some of you may not have seen it. But I want to raise this if I can, and it's you don't need to make a decision. This is me giving an announcement. So it's not on the agenda. But it's not a decision either. I just want to let you know I've sent you all a link to a video I did, probably a dozen years ago, maybe longer on Sunshine Law. And I'm very concerned about us not having problems either in the agency or in the council overall. I put it on YouTube today. It wasn't on YouTube before. So specifically, so you guys can take a look at it and get reacquainted with the basics of Sunshine Law. And I highly recommend that you do so and do it soon.

I'm worried a great deal, a great deal about a future problem with development, developers, projects and everything else if unbeknownst to you all violations of Sunshine will make actions that you have taken avoidable, because under Florida law it's not voidable it's void. So for example, if a development has been approved, or anything has been approved by this body the CRA or

the council, and it turns out that behind the scenes, emails were being exchanged, texts were being exchanged. There were meetings going on and it involves you and they found out about it, the whole action, all of it is not voidable but void meaning as if it didn't happen, and that's an expensive date. Forgetting the criminal implications, the civil fines and all of that, you do not want to violate Sunshine. And so that's why I sent the link to you and I wanted to emphasize to you its importance. Please listen to that video, and please heed the warnings that I give because a lot of them are based on things that I did early in my career as attorney for governments before I knew the implications, do not do that and so that was my final thing. Now, I will ----

Chairwoman Gardner: Wait, can I ask for clarification what you just said?

Attorney Shepard: Yes ma'am. Yeah, sure.

Chairwoman Gardner: So if emails have been going back and forth, and we knew that Attorney Jackson was not going to come before this board as a vote tonight then this is void.

Attorney Shepard: I can't say anything about what's void or not, I'm just telling you the general rule. The general rule is, if you are discussing between board members, in this case it is a board or if it's the town meeting council members, that is a classic violation of Sunshine. It happens when two or more members of the same board or commission are discussing a matter whether it's via email, text, passing notes, carrier pigeons, it doesn't matter how you communicate. If it's outside of a public meeting that's noticed where minutes are kept, you have violated the Sunshine Law, the implications of which are civil fines, criminal penalties including jail, but also the action itself that you take in furtherance or following up those meetings is void, not voidable, void, and that's expensive.

The best example I give all the time to people to know because it's not in this community, but it's over in Volusia County, there was a merger supposed to be a merger between the Bert Fish Hospital and the Seventh Day Adventist. And they discussed for over a year in closed meetings this merger, but those organizations are subject to Sunshine, just like this city is. And after a year of discussions, they went ahead with the merger. The Bert Fish Foundation, which provides monetary support to the hospital sued them. And the merger after it was in place for a year was set aside by the courts at a cost of millions of dollars because it is void. The entire hospital

merger was void. I can't say it enough. You do not want to violate Sunshine.

Chairwoman Gardner: So until I know a couple of things. Number one, there is an issue regarding the actions of your nominee. That's the first thing. There's a clear issue there. The second issue now is this name has been in emails, and we just voted on.

Male: Mayor you said not email. I mean Chair, you said no emails.

Chairwoman Gardner: No, I didn't. You know what I'm speaking of. But that's okay. I will get with Attorney Shepard and I'll go back and look at the emails and the dates.

Male: And Attorney Shepard this is why communication as you stated before should be coming through the clerk or someone else.

Attorney Shepard: Right, exactly.

Male: And not the Chair sending out agenda items and dropping off agendas and packets to directors and people of that nature.

Attorney Shepard: I send out a number of emails today to try to get people on the right track. And that's why I wanted to bring this today because it was apparent to me that there's a misunderstanding about what is okay and it's not okay. There should never be an email in which one of you is copying another one of you about town business, ever, ever, ever, not even an apology, never.

Chairwoman Gardner: This goes way back for me before anything was dropped off to you. But like I said, I'll go back to the initial email that was sent out. And I will get with Attorney Shepard. But my stance is the same. And should Attorney Jackson take that seat not one invoice will be sent from this office until this is cleared up.

Chair, you don't have that. I'm taking this ---- [CROSSTALK]

Male: You're not the mayor and you ---- I'm sorry.

Male: So, Attorney Shepard.

Attorney Shepard: Yes, sir.

Male: One of questions and everything else. When you have an elected official refusing to follow what the body says, where do we stand?

Attorney Shepard:

Well, it depends on what you mean and then also whether the issues went in authority which again, right now I don't even know what nothing has been taken except it's been sort of alluded to it may happen. But when that happens, if it does happen, then I'm fairly confident that the Mayor would consult with me first. I might be wrong, and I will give the -- look. I'm a balls and strikes guy. I know the Mayor hired me but I think you all have seen I just call it like it is. I'm trying to keep you between the lines. And after that whatever policy decisions you make hiring decisions you make whatever that is that's not my role. Nobody voted for me in this town. I didn't come here and run for office. You all did. You're the policymakers. I'm just trying to tell you here the rules of the game. If you're going to make policy, this is how you do it. That's it. And so, I assume, because everybody should want to stay out of trouble that I'll be asked. And if I am, I'll give the answer. Yes, sir.

Male:

Question. So, if we had our packets dropped off by a board member is that a violation?

Attorney Shepard:

No. You'll see this in the video. It's the subject of the interaction that matters in terms of whether there's an actual violation. One of the stories I tell in the video, I'll give you the advance notice of it. It happened to me within six months of me becoming the city attorney, which is now well over 20 years ago. And we were having a workshop, you all do those too, only our workshops were in a conference room in which they would bring in dinner at like 5:30 sandwiches or something from a local restaurant. And we would sit around and shoot the ball for 30 minutes while we ate dinner and then the workshop stopped.

Now, we weren't talking about city business at all. The police chief was there, the department head was there, we're just eating sandwiches and we talking about whatever people talk, baseball, little league baseball, football, you name it. But it was not about city business. However, there were two things that were important. Number one, the conference room had a glass wall. So anybody who walked in could see we were back there. And one of the people who walked in on that day was a former mayor, and all his eyes saw was they must be talking about city business, why else were they behind this. And so without even finding out what we were talking about or any of that stuff, he opened the door lean in his head, and he says, this is the biggest violation of Sunshine I've ever seen. And I'm going to report you and he did. And the next day, we got a call from the state attorney's office and we made the front page. It was

investigated for four months. And at the end of the day, the state attorney said there's nothing to charge here because there's no evidence they talked about city business. That's critical.

So dropping off a packet where there's no discussion is not a violation, it's the communication. If two of you went to breakfast, and didn't talk about city business or things that were likely to become before the city, that's also not a violation. But and this is an important point that the video makes. It doesn't really matter what you're talking about if you get investigated, because as someone who's now been investigated it ain't fun, because the front pages when they say there's an investigation, but you never see the part where they say there's no charges.

So in order to do the job in a way that keeps you the most out of harm's way, you not only have to be aware of what you're talking about and with whom, but also how it appears to others who can't hear you. So one of the things I say in the video is many meetings I've been to over many, many years of doing this job I've never seen a single meeting in which someone properly motivated by suspicion, not that that's a thing. We're not all suspicious of each other all the time these days. But were they couldn't say, well I think when I saw the Daniels brothers walk into the parking lot, they were talking about town business and make a complaint. And that makes the news, and when it turns out y'all are talking about who's going to go to whose house for Sunday dinner, that doesn't make the news. But the investigation part does. And so I tell you have to kind of act like Caesar's wife, if you've heard that analogy. Worry not only about what you say that's the actual violation. But being investigated is no picnic. And so worry about also how people perceive you. As I say you're one vote away from you're a hero today and a goal tomorrow. And you don't want to be there. It's not worth it. Yes, sir.

Thank you for your service and what you've done. And if we can have Attorney Jackson take place of the interim legal. Thank you. Thank you, Attorney Shepard. Thank you so much.

Male:

I've got a question. I think we've done this one time. I know former Mayor passed out packages one time that weren't a big issue for nobody. I remember that he did deliver package one time. Then he did, we made a vote and he trespassed the person that we voted to be in position. So these actions that goes on in this community that the Mayor trespassed a person we put on back to work. He trespassed, so that weren't a big issue back in the past. But that did

happen. So we, I mean, this thing here, ma'am, it's just that we do the most opposite things in this community. We hire somebody the Mayor trespass, don't come into town hall and nobody said anything. Nobody thought if any went to court, that situation he wanted in court. But when the board pass something it never --- it never went to --- so I mean, the Mayor is the mayor. I mean she see all the community. Now like and he did what he did, and, and I just leave it to the Mayor, that's the mayor.

Chairwoman Gardner: And I hired you under and I cleared this for Attorney Mosley and I hired you as mayor over all the agencies in this town. And I'm not going to let the CRA board bring in someone that has clearly stated that when they don't feel or agree that they're not going to attend a hearing, absolutely not. And even if you're eye vote gets him there he will not be paid.

Attorney Shepard: That's to be determined situation. But here's what I will say. Here's what I will say. I've heard of a vote that was carried by a three two that hired Mr. Jackson as interim. And that by default means I am not the interim unless someone challenged the vote because I do know that notwithstanding that, that the vote of a majority, unless I could find, and again, it's kind of a weird situation because I have a sort of a conflict to even look at it. I don't want to be in that situation. I try to avoid doing the things I tell people not to do. And so I'm going to without trying to be disrespectful to anybody, but observing there's a three two vote, I'm going to and I'll stay here if you want maybe Mr. Jackson maybe thinks he needs to talk to me, or if he does, whatever, I'll be happy to do that. But I don't want to wear out this chair when it's not mine anymore. At least unless something else happens because based on what I can see tonight, I'm not the interim anymore, but I am the interim town attorney and that I am the town attorney now. So that is important. So thank you all but I'll be around if you need me. You let me know.

Director Randolph: Thank you for serving. Thank you.

Chairwoman Gardner: I'm going to say this for the record with Attorney Jackson sitting there. Attorney Jackson, do you believe it is okay for an attorney to want to tell the agency that aside had I received that email I still would not have attended that hearing. And I only want you to speak to that statement. I still would not have attended that hearing. Do you think that as an attorney representing an agency, regardless of what your personal thoughts were, that an attorney should take that stance instead of stepping down?

Attorney Jackson: I'm glad you asked me that question Chairwoman Gardner because there have been several statements that have been made that have misrepresentations of what that statement was. That statement came about because there were actions being taken by the then executive director of this board. You asked me a question that was inappropriate.

Chairwoman Gardner: No, no I was specific. I read the transcript.

Attorney Jackson: You didn't read the whole transcript.

Chairwoman Gardner: I have the whole transcript.

Attorney Jackson: Yeah, but you didn't read the whole thing and why that whole special meeting was even called for is because the actions of the CRA board was in violation of the charter as well as of the procurement policy of the town.

Chairwoman Gardner: Why won't you answer that one question?

Attorney Jackson: The emergency hearing that was called that particular day, I was actually in trial. It was sent to the wrong email address, so obviously, I did not get it. But the special the emergency hearing that was called was because ----

Chairwoman Gardner: That's in transcript.

Attorney Jackson: Yeah I understand that, was because the agency was being asked to violate ----

Chairwoman Gardner: Is it okay that an attorney does not attend a hearing of its client? Is it okay, yes or no?

Attorney Jackson: Yes. When the attorney has been asked to go against the by/laws, go against the charter, go against the procurement policy of that agency by individuals that it should not go against, it is not appropriate.

Chairwoman Gardner: So you could have step down.

Attorney Jackson: No, and what I did was when I was asked to move aside for Dean Mosley, I did so willingly, and I provided him with the documentation to move forward because I did not agree with the position that this board should be allowed to violate its own procurement policy or charter. And as a matter of fact, the judge ruled in the way that I thought that he would by entering an

injunction a temporary injunction so that the actions could not move forward. In addition to that, the Orange County Comptroller, the Orange County Comptroller then found that there were violations of the procurement policy of the town.

Chairwoman Gardner: That make no sense what you just said, of course they were ruled in their favor because you didn't attend.

Attorney Jackson: No, it was ruled in my favor after Dean Mosley sat there and Dean Mosley was not able to successfully argue that the agency should violate its own procurement policy. So you're absolutely correct. I would not go before a judge and say that this agency should violate its own procurement policy and charter. I cannot do that in protecting this agency and I would not go in front of a judge and say, Judge, please allow us or allow this board to violate its policy so that the Orange County Comptroller can find violations, which it did find after Dean Mosley appeared on behalf of the agency to argue that it should do so. It was inappropriate then, and it's inappropriate now. And I tried to counsel this agency against following those against those actions and that's why the special meeting was called at night to warn the council against the actions that will be taken. So yes, mark you're correct. I did say that. And I stand by that.

Chairwoman Gardner: Vice Chair.

Male: Two things. I will say welcome Attorney Jackson. And according to Attorney Shepard, let's stick to what is on the agenda. Also for you, Mayor. I noticed — I'm sorry Chairman, that you didn't say that we have an approved agenda. I noticed that you didn't say that at the beginning.

Chairwoman Gardner: It was on the last one.

Male: You didn't say that in the last one, you said at every meeting do we have an approved agenda.

Chairwoman Gardner: Yes, an approved agenda, because the statement what's on the agenda is what is on the agenda.

Male: Carry on.

Chairwoman Gardner: Item two to hire an interim executive director.

Director Randolph: I'm going to ask to table item two, please.

Chairwoman Gardner: All in favor, the motion is on the floor to table, item number two.

Male: I move.

Male: Second with discussion.

Chairwoman Gardner: It's been moved and second. You have a question?

Male: Where's this posted at the executive director? I'm saying where is the job post has been posted?

Chairwoman Gardner: I have asked Ms. Williams. Yes, she stated it was posted.

Male: That's the main one, that's the main one.

Male: CRA director we're planning experience.

Chairwoman Gardner: Which brings me to another point. Number three status — oh wait, so it's been moved, second. Are there more questions? All right then moved and second to table item number two. All in favor?

Male: Aye.

Chairwoman Gardner: Aye.

Chairwoman Gardner: All opposed.

Male: Nay.

Chairwoman Gardner: Number three status procedures checkbook signatures resolution 2022-28.

Director Randolph: All right, we have actually the next one where it says the status of resolution 2022-15, is that supposed to be — if you cross off the 15 that's a typo, that's supposed to be seven. So actually 28 and seven in that particular resolution 2022-28 and 2022-7 they are basically similar. And if you look at 2022-28 it's in April. I don't have a signed resolution for this, it's from the paperwork that was — yeah, it is signed, I'm sorry on May 19th. It reviews the signatures on the —

Chairwoman Gardner: April 19th?

Director Randolph: Yes, it's the April 19th. It reviews, it is listed the changing of the check signatures on the CRA account to Chairman Gardner, Director Daniels, Wada Daniels, Director Martin Daniels, Director

Theodore Washington, and Wanda Randolph. And I brought that up because I have not received anything about a signature card was signed in. So I'd like to know what's going on with that because right now there's only one person that is still assigning checks. And we addressed this before in the past. And that should not be the procedures for how we conduct business with the CRA with one signature. The same person was signing every single month. Even through March was the last time that we have a report as to one director signing signature checks.

Chairwoman Gardner: Because it was signed in April the Mary 17th it was just a matter of after the meeting following up with the resolution the ball was dropped, but I did send it over to Ms. Bradshaw [PHONIC] so she is aware to get that together to get those signature cards where it want to be signed. I've already spoke with her.

Director Randolph: Okay. But you know, we were sworn in back in March, and this is July. And that's a pretty long time to not to be accountable not to be accountable for checks signing on a governmental entity such as Town of Eatonville. I find this to be unacceptable. And as a director I feel that if anything goes wrong that I'm held accountable because this should not have been.

Male: Well, Board Member Randolph, just like the Attorney Shepard said before, I guess if we have an investigation and if anything is done wrong, maybe it's null and void. So I guess we'll have to see if one signature will suffice on the running of the CRA when normally it has been two. As long as I've been on it's always been two. So maybe we can take Attorney Shepard's advice and see if we can get stuff overruled because it wasn't... the proper procedures wasn't followed.

Chairwoman Gardner: All right, next item. Oh you have ----

Male: So, I guess my mind is not clear on it now. So the 2022-28, what are we doing with that?

Chairwoman Gardner: I think one is on the town side, one is on the town side, and then the other that really moves it would be 2022-7.

Male: Okay.

Male: Madam Chair, if I may? The item that is up for discussion right now is just with status, there's already been action taken on that so there's nothing further that you can do at this point with regards to

the status of the procedures checkbook. It's just a matter of just checking the status on that

Male: So it's not a vote.

Director Randolph: So when will this become effective as far as having appropriate signatures on the checks?

Chairwoman Gardner: She said that it will be on the next CRA agenda.

Director Randolph: On the next.

Chairwoman Gardner: Right she had request that

Director Randolph: I just want to make note 2020-28 is the same as 2022-7. It's just that the 7 is the one that has the signatures on it, your signature as the Chairman and the other one doesn't. Okay, the next one.

Chairwoman Gardner: Wait hold on.

Director Randolph: I'm sorry.

Chairwoman Gardner: 2022-28 is resolution of town council giving those names and then 2022-7 is the resolution of the CRA.

Director Randolph: CRA, yeah, that's the one that's signed, yes.

Male: Number three should just be thrashed off or just agenda cleanup?

Chairwoman Gardner: Yeah.

Male: Just for the record ma'am.

Chairwoman Gardner: This kind of go together, one on the two side, one is CRA so it's in packet.

Male: Right, so and the two signatures is section one is mandated by the town and by CRA, correct?

Chairwoman Gardner: You mean the two different resolutions?

Male: Yes.

Chairwoman Gardner: Yeah. One it starts at the town and then over to the CRA, yes.

Male: And it says that the agency should have two signatures on checks issued, correct? It says that under section one.

Male: Yes.

Chairwoman Gardner: Well, it says both of them. It says any one, and then says two numbers, but yes, I understand what you're saying.

Male: So to the issues that Director Randolph has brought up we've had and on numerous meetings, we go back and look at minutes. I have been the one that has been spearheading this whole time saying how come we have one signature, so we're violating that home policy our own resolution?

Chairwoman Gardner: From April to May?

Male: No, no, before April. Chair as I always say, I haven't had these other checks from October to December on what happen in one signature. So I've been speaking this for having a day about Wednesday with you. So, we can't keep going back and forth stating that oh it was a mishap. You don't mishap on fiduciary on this type of money. That's not mishap. Everyone knows that it takes two signatures. I have copies of them right here now. So we can't say that we don't know and that I haven't brought it up.

Chairperson Gardner: This resolution is dated April 2022. You're talking about October 2021 you say?

Male: October 2021 through December, those are the ones I have and point of reference, as you know, me requesting documents. I've been asking for checks from January of 2022 to May and I have installed. So in reference to the same procedure talking about this resolution since what are we talking about I found it ironic that you requested it and then two checks came in. But other checks that I asked for the last four or five months haven't come in.

Chairwoman Gardner: Wait, I requested what?

Male: The information from Ms. Bradshaw.

Chairwoman Gardner: You mean the March, May, those statements? She'd already sent that.

Male: Let's not confuse it. Let me break. I'm going to slow it down. I'm not talking about ledger accounts, I'm never talking about ledger account.

Chairwoman Gardner: Then what are you speaking of?

Male: I'm talking about the actual physical checks. I always request a copy of the checks, because anybody who understand reconciliation understands that you have to have copies of checks to go along with the ledger accounts to make sure that's done, and that had ---

Chairwoman Gardner: One clarification. When did I request checks from Ms. Bradshaw?

Male: You sent the email yesterday with other backup supporting documentation for ---

Chairwoman Gardner: Was it three attachments?

Male: Yes.

Chairwoman Gardner: That I received on July 1st and I sent it out on it would have been yesterday.

Male: So who requested it from Ms. Bradshaw?

Chairwoman Gardner: That was an earlier request.

Male: Who requested it from Ms. Bradshaw?

Chairwoman Gardner: I'm trying to answer your question. Mrs. Payne [PHONIC], do you remember sending that request?

Mrs. Payne: Yes, that request was sent to Ms. Bradshaw and as a result of not getting any responses back from her, I sent the request to the director.

Chairwoman Gardner: You send a request to me or to her?

Mrs. Payne: To her first, and as a result of not being able to get the information back as a result of the request, I sent the information to you as director. Per your request you told me to send them to you.

Chairwoman Gardner: So the last is July 1st that statement. And I did not ask --- only thing I would have said was we needed for the agenda. I didn't say, oh

Paula [PHONIC] give me this information. I don't know what to say to that. I don't know what to say to that.

Mrs. Payne: My email was inclusive of requests from the council and the director as well as public record requests that may have come from others outside of the council.

Chairwoman Gardner: Okay. I'd have to look back at my emails, I just

Mrs. Payne: All the requests that I received that were CRA related was the ones that I forwarded over to you because of lack of response from Mrs. Bradshaw.

Male: So Ms. Payne stay there for one moment. So the information was sent by you to Ms. Bradshaw, is that what you're telling me?

Mrs. Payne: Yes. And I have done a follow up with Ms. Bradshaw as well.

Male: Okay. Chair, you sent information out to us.

Chairwoman Gardner: I got it on July 1st, right, did I not this board?

Male: You sent it on ---

Chairwoman Gardner: Wasn't it yesterday? I realize it did not go --- I send it to Ms. Payne separately.

Male: You send it to us on yesterday. You received it on Friday, July 1st at 4:52. So, if you didn't request it and Ms. Payne request it, why Ms. Bradshaw send it back to you.

Chairwoman Gardner: Because if you look at the next item, it was part of this. It was part of the April 19th information. If you look at the next item on the agenda, and it was just some of it she had sent before was a repeat. So I just forwarded it.

Male: It was a repeat because Ms. Bradshaw know that I've been asking for checks and not ledger accounts. And anyone who understand finance understand the difference between a check and a ledger account. We can move forward, but I'm going to ask in this public meeting that I would like to request again all the checks from January of 2022 to May 2022 from the CRA. And I have talked to Attorney Shepard on this before. It's a matter of public records as well as my authority as a director to be able to see those information. It shouldn't be withheld from me.

Chairwoman Gardner: And I think that something went out in regards to the payment of ---

Male: Which payment?

Chairwoman Gardner: Did you put an email about Ms. Bradshaw sent an email regarding payment, getting all these documents. Do you remember that email?

Male: There's no payment Chair. Chair, I sit in the office with her and one director and ---

Mayor: Let me finish my question.

Male: Hold on one second. Okay, go ahead.

Mrs. Payne: From my recollection ---

Chairwoman Gardner: Do you remember the email?

Mrs. Payne: There was a request that came from Councilwoman Randolph requesting payments made to the director.

Chairwoman Gardner: No, I mean from --- no the ---

Mrs. Payne: That's a different request from Councilwoman

Chairwoman Gardner: The email that I'm speaking on is an email from Ms. Bradshaw because she had to after making sure of redacting information from checks or from whatever that conversation was, I don't remember. She had to make sure what she could and could not, what needs to be redacted and what did not need to be redacted, what was definitely public record and all of that. She confirmed that. And she was working with the bank to get the documents. But she sent an email in regards to the time that it was going to take.

Mrs. Payne: I can't speak to that right now.

Chairwoman Gardner: We'll find it. But that --- all that came from ---

Male: To the point of that Ms. Bradshaw actually stated to the interim CAO that she's limited on time. She's been at 30 hours whatever in a day. Now, she's saying she don't have time, when we only have about 25 transactions, 30 transactions a month. So 30 hours times four is 120 hours where could have finished those by now. So that

I'm not --- I'm not going at it, I'm not taking that as an excuse on why I cannot get the documents. Ms. Bradshaw pulled these checks in my hand, I sat in the office for over two and a half hours waiting for her to pull it when I asked her there, and I popped up on him. They didn't know I was coming, and they had no choice but to sitting in front of me.

Chairwoman Gardner: I think they were expecting like an hour or two earlier.

Male: Say again.

Chairwoman Gardner: You were late. I know about that. You were late.

Male: How do you know when I hopped up?

Chairwoman Gardner: Because you were late. They were expecting you earlier.

Male: No, that's untrue.

Chairwoman Gardner: And when you got there it just so happened that miss --- okay.

Male: It was on a --- Chair, it was on a Friday, chair. So, how would you know that?

Chairwoman Gardner: All right.

Male: Thank you.

Chairwoman Gardner: What do you mean how I know that? I'm the chair.

Male: How did you know that? It was on a Thursday.

Chairwoman Gardner: You just said it was on Friday.

Male: No, I'm saying I have been requested and Chair, let me tell you how you will know that. You wasn't the chair then when I got these. You wasn't the chair. You wasn't the chair when I got these. So why would they tell you?

Chairwoman Gardner: Just in regular conversation I mean, it wasn't, I mean, what you want. I mean it's --- that you were late.

Male: How was I late when I --- Chair, how was I late when I just walked up and knock on the door and went in and ask for the documents I've been waiting.

Chairwoman Gardner: Then maybe it was a --- I don't know. I'm moving on.

Mrs. King: Chair would you like --- ?

Chairwoman Gardner: Oh, I'm sorry. Thank you, Mrs. King, all right.

2. Approval of Resolution #2022-11, Termination of the Executive Director Michael Johnson Employment Agreement. (Action Item).

Chairwoman Gardner: So provide this the payments made able to Former Executive Director Michael Johnson from termination date, April 19 to present.

Director Randolph: Madam Chairperson, may I talk about --- I'm going to come back to that item. But can I talk about the termination please?

Chairwoman Gardner: Can you be loud for the microphone?

Director Randolph: Yes, I would like to change the order please, if all possible. Before we address that we have to address the termination of the executive director and also the employment contract --- agreement contract. I hope you all can hear me. First of all, I'd like to say, let me put this over here. In your packet, you should have a packet concerning the termination. First of all, I like to say that there is a contract of employment agreement from --- Mr. Executive Director. And I was a little confused about a couple of things and I couldn't understand. Apparently, I don't know how this happened, but I recall what had happened. There was a resolution that was prepared for with cause and that was 2022-3. It has with cause to terminate the executive director and it was properly signed by Chairman Gardner and also attest by the town clerk.

But before - before that, there was a resolution/resolution that was sent to me by the Town Clerk Mrs. Kathy Williams, and it say that this was 2022-3, the signed one, this is the one I should have mentioned before. It says without cause, when she sent this to me, I call and I said, Mrs. Williams, this is not the resolution without cause because there is cause. There are reasons for cause. So she sent the other one and changed it with cause with the same resolution number. Okay, and then that resolution number also spelled out the same thing, okay. This one that she sent without cause does not have a signature on it because this was the wrong one. It was stated in the wrong manner for the action. The one that

we had drawn up, and I have to go through this is the same one, but this has a signature on it. Okay. All right.

I want to come back to this later on and tell you the reason why I'm bringing this up. Then there was another one that was prepared when we realize that the one for which cause did not have the infractions or the actions for the reason that we are terminating for this termination. It was spelled out, okay, and I believe in one meeting that I did spell it out, just summarize exactly what those infractions work, okay, and it does list them in the resolution. Okay, however I'm moving towards that as well as the employment agreement.

So, those of you who have your packets, if you turn to, I think is 5; b the employment agreement of the executive director is 5 on the termination and it says this agreement may be terminated for cause, and the purpose of the agreement agency is to have cause to terminate employment here on the --- on the termination shall be --- shall have been a result of an act or acts of dishonesty by the employee constituting a criminal act or felony. That was number one. Number two, the employee is convicted of a criminal act or felony. Number three, the employee failed to perform duties on behalf of the agency. Number four, mental or physical buildings shall not be included as a cause. The employee shall not be deemed to have been terminated for cause unless and until there is a resolution duly adopted by majority affirmation vote by members of the board of directors. At a meeting of the board call and held for the purpose of determine if the employee conduct violated and above in calls provisions as set forth in this paragraph.

The employee along with legal counsel should have the opportunity to be heard before the board of directors at a set time state meeting. The employee is terminated after such meeting if the employee is terminated after such meeting, the employee shall be entitled to his unpaid salary and benefits at the rate at the time of the notice of termination, okay. This, Mayor, seems like it's a very complicated because there was a lot of things that wasn't done. It was not handled correctly in the manner that it should have been handled.

Mr. Johnson was given his termination on April the 19th. Almost a week later, he was given a letter and I have here by the chairman, which is also the mayor, Mr. Michael Johnson on April the 25th. Okay. The letter does not spell out anything as far as the reason that he's been terminated. It just basically read that on April the 19th the Town of Eatonville Community Redevelopment Agency decided by

a four-two vote to terminate your contract with the agency. This letter is to execute the wishes of the board by informing you in writing that effective immediately you are no longer employed on contract with the CRA Agency. Please relinquish your keys or keys, laptops and other belongings of the agency. Those items may be turned into Mrs. Kathy Williams at 307, East Kennedy Boulevard, Eatonville, Florida. Termination procedures will be carried out according to the attached resolution, and the attached resolution is it says here with cause, not go without cause, with cause.

Male: One question. What date that resolution made? What's the date of that resolution?

Director Randolph: The 19th, April 19th. It's all here --- it's here, folks.

Male: Oh.

Director Randolph: Can I finish please?

Male: I just want a --- I just want the date on it.

Director Randolph: Yeah, let me finish please. Okay, with cause, letter signed by the mayor. It doesn't spell out, but it does say it's with cause to the resolution, okay. Now, I don't know why this happened.

Chairwoman Gardner: Wait ---

Director Randolph: Wait, I'm not finished.

Chairwoman Gardner: I just want clarification on what you said.

Director Randolph: Okay, well, let me just finish and then you can do a clarification after I finish, okay. I will acknowledge that. Thank you. I don't know what happened in between all of this. But I know that during that whole period, been trying to get a meeting for the CRA special meeting, special session or whatever, whatever, whatever up until May 17th. For some reason, all those things has been either blocked or a stumbling block in the way or some other excuse as to why we cannot have a meeting. In between all of this and not really knowing exactly all the things behind closed doors that took place or was taking place, found out later just earlier, couple of weeks ago that Mr. Johnson, okay, receive a payout, which was approved by the mayor for \$71,000 of the taxpayers money out of the CRA checking account. And those of you who have your packet, you can look your documents. It's all there, and the documentation that goes

along with that is attached that says that he was terminated without cause. Now that is far from the truth because we have it right here that he was terminated for cause. He was not entitled to that money

In addition to that, he also received approximately \$7,500 and benefits of paid --- of unpaid --- a paid leave that that is content that is due to him. Now, I don't see anywhere in here that I felt like he should have been entitled to that funds to those funds. Neither the mayor contact anyone, okay. I don't know if there was any consultation with an attorney to review the documents, to review the contract, to review the resolution. To me that is unacceptable. So I'm going to be wrapping this up pretty soon and then leave it open for questions.

That's the reason why that I felt like it was important to get a list of all the payments pay over to Mr. Johnson, which I don't have the other than was in here in the financial packet. And I will, I think, according to this board, have to make the decision. I think we need to make a way of demand to get our money back, that is if this was done erroneous and at fault and being defective in any way, no one should have the authority to write anybody a check for that amount without going through the proper procedures of this board and of the consent of the attorney, no one.

Okay, and it's time for us to move forward and do what is rightfully the right thing to do. He was not entitled to that money, that 71 almost \$80,000 could have been used to fix up someone's house, paint someone's garage or do something in our town. Our agency have not been active, operations have ceased, but not the agency ever since late March into April, and we need to put this on the table and talk about this as to what we are going to do about this and what action needs to be taken. And I'd like for this to be reviewed legally to make sure that we are in compliance and that way all of us basically are held accountable. If I refuse to do nothing, I am held accountable to this town, to this agency and to the people and the constituents that voted for me. Now, you all we can open this up for question.

Male:
Thank you Chair. That evening when you --- when the board took actions with Mr. Johnson, there was no resolution on the table. You --- we had no resolution, and all our resolutions came after the fact. You guys --- well, those resolutions you guys brought to the board after the fact, that's what you had. That night we --- this board took the actions, we had no resolution, no paperwork and nothing. Then all sudden, now we're going to put in, we're going to say he did this,

we're going to say you done it. All right, report something, you know, fabricated what we've got --- he got fix whatever, what he wanted that report. All the things came after you guys terminate.

You looked in his contract. When you terminated him, he will call, I mean, it was one of y'all said it was that night call whatever it was. It wasn't that day. So you can't fabricate all these documents after you've terminated him, all that sort of came to light up in what --- I remember that night, you guys did not have a resolution when you do or make those actions. And his contract state what he posed to get in his contract with those clauses, what happen to his clauses in his contract, that's what happened. So these accusations saying Well, I came back and we have two resolutions, two --- two resolutions about he did this, he did that. That was after the fact.

Chairwoman Gardner: That night, what we had to have had, it was April 19th, and we had this 2022-3 agreement with cause. Is this right? That's the resolution 2022-3 with cause. Am I correct?

Director Randolph: Yes.

Chairwoman Gardner: So, but in the resolution, there are no cause, and I believe that was one of the arguments that Attorney Perry was saying, and his words were similar to that --- that what this resolution does not do for you what you want it to. Do you remember him saying that? He said that you need to come back because Mr. Johnson should have, based on his contract, has to have the ability to respond with his attorney, respond to the causes. You remember that? So when we left that meeting and I remember, and correct me if I'm wrong, Vice Chair Daniels stating. So if we can't fire him, can we suspend him? Do you remember that?

Director Randolph: No.

Male: No, I don't remember it either.

Chairwoman Gardner: Okay, so, okay but --- so anyway let me go after that. So when I left that meeting, I did not leave thinking Mr. Johnson was fired. And as you stated it, nothing happened. I even talked to Mr. Johnson. Even Attorney Perry thought he was fired. When I left, I didn't talk to anyone that I didn't think he was fired because I thought it was another step to it. So, and as you stated, nothing had happened. I didn't do a termination letter because I thought there was going to be a cause hearing, you have causes, you call with your attorney. Then all of a sudden, your emails start hit. We had that meeting on

April 19th, April 22nd that Friday, you had sent an email to Byron Brooks [PHONIC] saying that he was --- that Michael Johnson was fired and all of that.

So then, so I call and I said, well, he wasn't fired. And that's when Attorney Mosley said they breached the contract. So you have to go ahead and go through with it and Director Johnson would have to find it in court. I said but they didn't give him the opportunity to be with his attorney. He said, no --- I'm giving you the version of what happened. So that is when you --- so that's when the letter was drafted.

The letter was then drafted and I was using the wording from the termination. It says Section 5(B) with cause as set forth in 5(B). That's in the letter. So I did confirm this with both attorneys, he spoke. And in regards to it coming back before the council, this was an action item. Number one, if --- and I have said it and I've said it before I would have never fired someone with all of that on a contract. It's not a matter of him having 70 something thousand dollars. It's more of a matter of you fired someone that was doing --- that was bringing in money to the town, and he had all that time left in his contract, and it was 70 something thousand dollars. That is the problem. You all did not listen to the council that might because he said it wasn't how --- what you wanted to do, it wasn't --- this wasn't going to do it.

And then when these emails started coming and someone came in my office saying I want to know why so and so is in a building, or how do you get keys. You came hard and heavy when that didn't happen. But now you want to make it seem like I'm having for writing that big all check. I didn't write the check, but authorizing that check. I didn't authorize the check. You all resolution authorize that check. And in regards to coming back before the council, Mr. Davidson [PHONIC], when he was fired, that checked didn't come back before the council and it was like what two months after his contract, he got paid about the same. It's just that it wasn't such a big check because he had a short period of time left on his contract. But if you go --- if you take an average is about the same amount. Monthly average, it's just that Mr. Johnson had more left. Your decision caused this. I would not have fired Mr. Johnson. I've even worked out the rest of the contract. That would be a common sense.

Director Randolph: Mayor, I stand by I stand by his actions, I stand by --- I stand by these actions, and that's all I'm going to say about that. So we'll let legal counsel, review it and take a look at it and we will know the

appropriate steps as to what happened because there was also a meeting that was closing on the 15th and I believe if you cancel it and move it to the 19th. So there is a track record on everything that you ever tried to do to try to block.

Chairwoman Gardner: Well, it was fired on the 19th.

Director Randolph: --- try tried to block a legal counsel to come in as well as any actions that we wanted to take, you always find a way to put a stumbling block in the way --- [CROSS TALK]

Chairwoman Gardner: Director Randolph, that was helping with the document.

Director Randolph: Just like --- okay, just like just recently, you didn't think about --- you did not think about an executive director until someone brought it up, and then you cut it off and put it back the other two jobs out immediately. And then you reposted another position as the executive director with a plan, planning experience. All this nonsense you do doesn't make any sense. You don't stop on --- [CROSS TALK]

Chairwoman Gardner: Wait, wait, no, no, let's make it --- no, no, let's make this clear. Are you saying ---

Director Randolph: You --- issues and payoffs was for this board.

Chairwoman Gardner: Well, no Director.

Director Randolph: Ever since you've been in office, we have not been able to move from point A to point B, and you know that, you know that. That's all I'm going to say.

Chairwoman Gardner: Director Randolph are you saying that I had a position change and then repost it?

Director Randolph: Mayor, let's just move on.

Chairwoman Gardner: No, are you saying that? Are you saying that?

Director Randolph: What I'm --- I'm saying that you started a position the other day, okay, executive director with planning experience.

Chairwoman Gardner: Okay.

Director Randolph: For \$20,000 to \$40,000 or something like that. I don't remember the exact figures.

Male: 71.

Director Randolph: But you didn't even bring it before to discuss about the position. You just went ahead and did it without the board even looking at it. All the other positions that you want it under your authority, we all looked at it together. That's what we have been doing. And we didn't do that with this one. You just went ahead and just did what you wanted to do.

Chairwoman Gardner: So the assistant to the mayor --- that one?

Director Randolph: I'm not going to entertain this, okay.

Chairwoman Gardner: Because you're incorrect, Director.

Director Randolph: No, I'm correct.

Chairwoman Gardner: Director Randolph, you are incorrect.

Director Randolph: I've nothing else to say Director Mayor about this position.

Director Daniels: Check, check that I'm working on?

Chairwoman Gardner: Yes, yes, Director Daniels.

Director Daniels: Okay. I always say that don't shoot from the hip. So Director Washington as well as Chair say that at that April 19th meeting that a resolution was not presented. That is a ---

Chairwoman Gardner: No, I didn't say it is, the April 19th is when it was signed.

Director Daniels: On April 19th Director Washington just said that the resolution wasn't given that night, correct?

Chairwoman Gardner: But I didn't say that.

Male: No the night --- whatever night, the termination that night.

Director Daniels: The 19th.

Male: No, no, you're finding before the 19th.

Director Daniels: No.

Male: It was --- that night didn't have a resolution. You did not have --- you didn't have resolution.

Director Daniels: April 19, I'm speaking now. So April 19th meeting action item, number two, CRA - well, actually action item number one, was CRA Resolution 2022-3 termination of Executive Director has a resolution to go along with it. It was sent to all council people, write this date down for your record, April 15, 2022 at 4:39 p.m. by Ms. Kathy Williams, all right. For you all also to say that what Attorney Perry say --- Attorney Perry on that night said he didn't even review the documents and that's when I questioned him that night. So he didn't even review the documents that we want to discuss.

Chairwoman Gardner: But he did speak on it. Go ahead.

Director Daniels: Okay. Furthermore, the same night I gave information and Attorney Jackson, Florida statute, then there's charters then there's bylaws, correct, is that the order?

Male: That's great.

Director Daniels: Okay. On that night, I said it again, and I presented to everyone, even if Chair, you want to say that we fired him blaze-blah Florida statute 215.425 for a --- number one, it's a requirement that service paid provider may not exceed an amount greater than 20 weeks of compensation. 20 weeks of compensation. I said it on that night, and I said how are we going to pay out if it says that only 20 weeks. And it say April --- prohibition of providence or severance pay when the office agent employed or contract has been fired for misconduct as defined as in 4.3.036(13) by Union Government. And then we got to that Florida statute, I will say.

If talks about if someone is fired for misconduct, and I like you don't have to pay severance pay. We talked about that that night. And then you still went behind this board's back and wrote a check for \$71,000. Hold on, hold on, Chair, I'm still talking because my whole issue is and I heard someone say recent time the RMS and all that doesn't make sense at all and is fraudulent. We paid out the said individual \$71,670.69, they will take our taxes.

Chairwoman Gardner: I --- if you look at.

Director Daniels: The document's in front of you. They will take our taxes?

Chairwoman Gardner: Did you look at the document, then?

Director Daniels: Okay, so okay, we didn't take our taxes. We, also, the reason I asked for this, my background is in business. So I read that same month, the month of April, how did you pay somebody to severance for \$71,000? And in that same month, you pay them two full salaries for the month. You pay them two full salaries. So you will terminate on the 1st. That means your last check would have been a full check that was, that recognized it.

Chairwoman Gardner: So do you have a question for Ms. Bradshaw? I mean, really did you have ---

Director Daniels: Okay, let's talk about Ms. Bradshaw.

Chairwoman Gardner: Did you have a question for her?

Director Daniels: If I can get a contact with Ms. Bradshaw, she answer the phone or return my emails, maybe we could have discussed this, but that didn't take place. When Mr. Johnson was suspended in the month of March, Mr. Johnson was still paid a full salary. So in my book, if anyone is paid a salary unauthorized, it's called a theft to me.

Chairwoman Gardner: You gave us something in writing, did you give it to in writing?

Director Daniels: So Chair, you don't remember sitting up here with this board when it was voted to suspend Mr. Johnson for a week pending an investigation?

Chairwoman Gardner: Wasn't in the meeting. I wasn't in that meeting, check the records.

Director Daniels: I'm not wanting to go back and forth to that.

Chairwoman Gardner: Check the records.

Director Daniels: It says sorry, attorney. I'll go to you there. If the Florida Statute says 20 weeks, what authority do we have paid \$71,677.69?

Male: I would defer to the statute, if it is indeed and paid for severance that it should be no more than 20 weeks. But the other thing that I heard that I think is a bit more of concern is that I believe I heard that the amount was paid because it was a breach of contract which in essence is a pending matter for litigation as suit. I think that before that money was given there should have been a 286 meeting

with this board in order to determine how to best settle that particular with --- that particular issue.

The other problem is though, if we look at 215.425, if you continue on that section, if it was paid as a part of a settlement, it states that on or after July 1st, 2011 an officer agent, employee or contractor may receive severance pay that is not provided for in a contract or employment agreement if the severance pay represents the settlement of an employment dispute, which sounds like this was done for. Such severance pay may not exceed an amount greater than six weeks of compensation. So it reduces the amount from 20 weeks to actually six weeks if it's paid in order for a settlement of a dispute, which it sounds like it was done here, and that's per statute.

Director Daniels: Okay, so is it common practice to pay out the vacation 96 hours of monthly accrual a vacation was paid also? I don't know if you terminate somebody, would you go ahead and pay him the accrual and they haven't reach? And then in the next check, you turn on you pay them up for the vacation time? Seems like a double dip.

Male: Now technically, I will say this severance pay does not include, and this is from the statute also, this term does not include compensation for earned or accrued annual sick compensatory, excuse me, or administratively. So it's viewed that that particular portion of the compensation was for accrued, annual sick, compensatory or administrative leave, then that will be appropriate. But the other aspects of it, as I indicated, if it is for salary and it is for settlement purposes, in order to resolve the issue, it should only have been six weeks.

Director Daniels: But Attorney, my point is that a separate check for \$7,506.47 was paid out for vacation. But then on the \$7,100 check according to invoice and all that was paid out for vacation time also. So that's a double dip.

Male: It would appear that it was paid twice.

Director Daniels: So Chair, I would ask who verified this to give this money out?

Chairwoman Gardner: I believe there was a --- if you look in your packet there was email that asked to confirm about payment. It was between ---

Director Daniels: Ms. Wayne and Ms. Bradshaw?

Chairwoman Gardner: Yeah, that's all that I saw.

Director Daniels: That was please confirm that individual can accumulate a total of \$204 vacation credit policy procedure made, that's all that was. I'm saying who authorized the 71000? If we got to procurement and pay off \$2,000 we must have, what, approval of who?

Chairwoman Gardner: Well, I couldn't approve a payout of seven something thousand dollars. The votes said that resolution approve it, so everything at the action item was the resolution. After that I wrote the letter and take care.

Director Daniels: No, that resolution was for the termination, for the payment. What policy or what did we follow to give him \$71,000?

Director Daniels: What do we do?

Male: How was it done?

Chairwoman Gardner: To pay out the rest of his contract?

Director Daniels: Yeah.

Male: It's a contract, I mean ---

Chairwoman Gardner: It's a contract we did.

Director Daniels: So, who calculated? Who calculated this?

Chairwoman Gardner: I mean, that would be the fiscal coordinator.

Director Daniels: So we say the fiscal coordinator did it. So the fiscal coordinate --- hold on, hold on.

[CROSSTALK]

Chairwoman Gardner: I don't calculate it.

Director Daniels: Okay, so you say --- you say the fiscal coordinator calculate it, right?

Chairwoman Gardner: Calculates it and she confirmed with Ms. Williams, the HR person in regards to his hours.

Director Daniels: How did Ms. Williams --- is that in local agreement for that?

Chairwoman Gardner: She's human resource. She covered human resource for everyone.

Director Daniels: So do we need in local agreement for that? Tell me.

Chairwoman Gardner: No, not for human resource. She does all the posting and everything. So human resource was done like all these CRA has used Ms. Williams for human resource for the town for their work.

Director Daniels: Right, with local agreement, right?

Chairwoman Gardner: No, no, and that has always been the case and it's in the --- I think it's in the procedures.

Director Daniels: Okay. On the same payout, and Chair, this is why I had a problem because I have all my emails, I don't delete anything to show I have been requesting checks and checks and checks and all that kind of different thing. We supposed to have a meeting and then I asked for documentation beforehand. You said that I couldn't get in until we got into the meeting and that was the night --- it wasn't provided. So to me, it seems like ---.

Chairwoman Gardner: What night was that?

Director Daniels: The night that we're supposed to have the meeting on May 17th meeting.

Chairwoman Gardner: Those documents, believe it or not, were over with Ms. Williams and that's because we walked out those documents and let me --- let me back up. She did have that --- [CROSSTALK]

Director Daniels: But you can even talk about that in a second. But this is one talk about inconsistencies and stuff that's going on. And then you all talk about local agreement on that same day. So you say you sign this on 05/24/2022. Then you had Janita Robertson review, why would Ms. Robertson be reviewing a CRA document?

Chairwoman Gardner: Before the three, they were the only two the fiscal coordinator, will do --- will review --- have the executive director review. But when he was terminated, we simply added a third person.

Director Daniels: Who is we?

Chairwoman Gardner: Ms. Paula Bradshaw.

Director Daniels: Who is we decided to add the third person in?

Chairwoman Gardner: Ms. Paula Bradshaw.

Director Daniels: Upon what authority?

Chairwoman Gardner: It's just an extra step administrative, I mean, what do you mean under what authority?

Director Daniels: Well, Janita Robertson at that time of you sign is the 5/24, so why --

Chairwoman Gardner: So at some point, so you wanted just two people? And you wanted just two people?

Director Daniels: Well, yeah, they sign in with just two people. So just tell me what policy. You stated to me before and mean that as a policy?

Chairwoman Gardner: You're not defining policy.

Director Daniels: So my policy?

Chairwoman Gardner: No, no, no, I mean, because we just get a third person, we just had to be done period.

Director Daniels: But don't you think that's a conflict when Janita Robertson got paid that prior month by the CRA?

Chairwoman Gardner: Is it a conflict Ms. Karina does our books and she gets paid? With finance, I mean, what you're saying it doesn't -- wait, I know, you're trying to get to it.

Director Daniels: It's called check and balance.

Chairwoman Gardner: So that's why we have three people.

Director Daniels: So the person that's getting paid is the reviewer?

Chairwoman Gardner: I don't know where to go with that. I don't know where to go with that.

Director Daniels: I'm good.

Chairwoman Gardner: Okay.

Male: Where are we at? Where we're at now?

Chairwoman Gardner: So, the million dollar token grant, the grant that I --

Director Daniels: No, we're still on this executive director thing. It's not going away. And then you have -- you had a check that was paid out on \$71,000 by a director. Where's the record -- the rest of the documentation and go along with it? And I can tell you --

Chairwoman Gardner: What documentation?

Director Daniels: But hold on, and I can tell you being observant if you look at the check that was for the \$71,000 it has only one signature line on it. The other checks had two signature lines on. So why would we change that?

Chairwoman Gardner: If you look at all the checks during that time, they probably all have one on it.

Director Daniels: No, Chair I will tell you don't play me, it has two signature lines on the other checks.

Chairwoman Gardner: Yes it did.

Director Daniels: And then we get to this was in question is on the one signature line when we know I thought so we intentionally went against our own policy and put one signature line, that don't make sense.

Chairwoman Gardner: Let me repeat what I said. I said if you look at, you look at one check in that batch, correct, during that time period. Chances are if you look at the other checks that time period, they probably have one signature line as well.

Director Daniels: Well, why we have checks with one signature line when our policy states that you are supposed to have two signatures?

Chairwoman Gardner: You know, I'm going to leave that answer to the fiscal coordinator.

Director Daniels: Okay.

Chairwoman Gardner: I'm going to leave.

Director Daniels: The fiscal coordinator that I cannot get in contact with, that was not giving me information I'm requesting?

Chairwoman Gardner: If you call 407-623-8912 or call me and I've set up a meeting.

Director Daniels: I can't call you. Mr. Shepard just told me don't call you. And I'll tell you Ms. Williams knows about this is my telephone. I can show you why I call and over there to the CRA and I've called and left messages and got nothing.

Chairwoman Gardner: Can you send her email?

Director Daniels: I've sent several emails and get no response.

Chairwoman Gardner: Can you send her one tomorrow please? And copy Attorney Shepard.

Attorney Shepard: No, I'll do it. I'll make sure it gets sent to the right person and hopefully get you a respond.

Director Daniels: Well, Attorney Shepard, and no disrespect Ms. Jackson, I'll be contacting both attorneys to fully go ahead and launch this investigation of everything. That's what we'll do. We'll call a special meeting to discuss legal action on that.

Female: So we're saying to call a special meeting to review the accuracy of this process? I'm asking a question?

Director Daniels: If we're going to call a special meeting for the CRA that will have to go through Attorney Jackson.

Chairwoman Gardner: So we're calling a special meeting for something that you can just launch an investigation for, for free?

Director Daniels: How can we launch it free? Tell me Chair. What's the procedure I need? Who do I need to contact the launch my investigation?

Chairwoman Gardner: Okay, just call FDLE --- can you? I mean, if you think that something wrong has been done, you don't need a CRA special session. You simply launch an investigation FDLE investigation.

Director Daniels: Okay.

Chairwoman Gardner: I mean, am I right?

Director Daniels: Attorney is that right.

Male: I mean, that is an option. Having come from the Attorney General's office, I think that they would want to see that some efforts were

made by the agency to determine if it is appropriate to send them an investigation of that nature though.

Director Daniels: So attorney, is it appropriate to have a joint investigation with --- who would normally do that if we will call for an investigation?

Male: Typically, you could call for special counsel to do so you could call for the legal counsel of your choosing to do so whether it's myself, Mr. Shepard, or in combination to ensure that we are not favoring one side of the other. That can be done either way, whichever way this board would like to proceed.

Director Daniels: So we can have what both you and Mr. Shepard do a joint investigation?

Male: Yes, sir. But I don't know what Mr. Shepard rates are and my rates combined. But yes, sir, it could be done that way. And I would think that, for there to be, for lack of a better word, trust in the process that may be warranted, or Mr. Shepard could do it, and if this trust in the process of him doing it that, that would be appropriate as well.

Director Daniels: Is it appropriate for you and Attorney Shepard to come together and maybe you all come up with an attorney that we can have come in and do an investigation independent, since they're not sitting on either side?

Male: As I indicated you can call for a special counsel to do so, and Attorney Shepard and I have worked together in the past. We've worked well together and I believe that that is something that we can discuss.

Director Daniels: Okay.

Male: Just to this board, and to the --- I'm sorry, Councilwoman Randolph, did you?

Director Randolph: Since this is a discussion item. Once you all determine the best way to handle this, and I like the idea that both parties will have an outside person that way you show no partiality on each side according to the law. So maybe we can approve that at the next upcoming meeting. But this is an issue that really needs to be looked at, and taken very seriously.

Male: Yes, ma'am.

Director Randolph: Yes.

Male: I was just going to come in and say there, to this board and into the audience. There's so many red flags that \$71,000 paid out on one signature, sick time paid out all different. It seems as though you would go the extra mile just to make sure you get it right before cutting a \$71,000 check to someone, you want to make sure that you get it right. I was — I didn't understand the whole process of how it could happen. He didn't even have — even in his contract, and just the record. His contract was not reviewed by legal. I asked that night that this contract was presented and I asked that Attorney Perry review his contract and he said no. But the board, we the board and that's another thing that we need to stop doing is separating us, we the board, by the majority vote approve the executive directors' contract with these items in it.

Male: One that I caught that would have shown double dipping, but he took it out as far as his realtor agency being over the land acquisition. You just can't do that, that's double dip. You're getting paid twice. He took that out but everything else was put in his contract, and I don't know why he wouldn't or maybe the chair wouldn't want him to exercise that in for be when it says that he could have presented himself in legal to the board to ask why or to figure out what happened since we're going to follow everything about his contract. SOB says that he should have the employee along with legal. Counsel should have the opportunity to be heard before the board of directors at time of said meeting. There's just little things like that, that we could nail this in the bud and you have no --- you have to pay me, you know, we get that understanding we wouldn't be here. But I just wanted to put that out to this board and to the audience.

Director Daniels: Attorney one last thing. If it's found that he was paid, erroneously and all that, is there legal ramifications today to force him to pay money back?

Male: I believe that on behalf of the agency that steps can be taken in order to have those funds returned.

Chairwoman Gardner: Well, would be prudent to check that first before all the money is spent in the legal if that's where you're heading?

Male: I believe it would be, Madam Chair. One of the other things that I would have recommended and what I do potentially recommend is that if this was done for the purpose of a settlement of an

employment issue that this is 286 to have that conversation, and that may still be warranted at this juncture to make sure that the proper way of handling the situation is that

Male: And this is just to Board Member Washington, I mean, we've been up here a long time, you and I, we've been serving a long time. Did it not occur that one signature would you asked for somebody else to sign on a check of this magnitude, and just with everything of how we've done business in the past, do you --- I mean, I'm just asking, did it feel okay just for one signature, just?

Male: I think just like she said, talking to the agency, financial person over there. We went under that policy, whatever you talking about at that time, but that's what talking to them know what you know. The financial department over it, they'll tell you.

Male: Okay, Board Member, but --

Male: That's when their board did whatever, so I don't know. That's what ---

Male: Okay. Because I've seen it's your signature, so.

Male: The thing is they knew what they was doing at the time. They knew that nothing wrong.

Male: Okay, okay.

Chairwoman Gardner: The whole thing, so funny, sign a resolution, so funny. Yes, I'm saying go ahead and pay him out, so funny. That's why didn't happen immediately. It only happened because everyone was adamant about this guy being fired and terminated. You did not care that we did not do it appropriately. No, no, let, no Attorney Perry even stated it that night. Now all of a sudden, but he said enough, he said enough for you to pause and say let's check it out first, that wouldn't have taken that long to have let him be sure about it. But when you said because I believe, well, anyway, I'm going to put it on for fire when we didn't say like that. But you did, you push right ahead with because that was the plan when you came in.

Director Daniels: So, Chair, the same attorney that sit there did not review it, the same attorney who did not return any phone calls from other directors, besides you, the same attorney who gave an improper ruling, you want me to sit there and follow what he says?

Chairwoman Gardner: Well, look where we are. It wouldn't have hurt. It would not have hurt to let him review it. It would not have hurt.

Director Daniels: But Chair, prior to that, when you and other director would not show up to other meetings, it was out there that Attorney Perry and Attorney Mosley supposed to get together to solidify this and encourage the director then to the right thing, and it wasn't done.

Chairwoman Gardner: I can't -- I can't speak to it.

Director Daniels: Okay.

Chairwoman Gardner: I can only speak for the meeting that we had, and I can only speak to the fact that, again, this was a reckless decision. Those were the worst ideas that night.

Director Daniels: Very reckless.

Chairwoman Gardner: And now you're pointing fingers instead of taking accountability. If there was an error in accounting, then we can fix that.

Director Daniels: Okay.

Chairwoman Gardner: We can look at that and see what happens, if it was, wait, if it was an error, because I'm sure it was not intentional.

Director Daniels: So Chair, Chair, and I am not arguing.

Chairwoman Gardner: If there was an error.

Director Daniels: Chair, I'm not arguing with you. But if there was a -- there was a time to be discussed that we will have meeting to discuss of the payout so we could have call in errors if there is such. But those such meetings were halted by you and kept on going forward by you.

Male: I mean, my thing is, the executive director got his payout, he was staying on his contract, and we paid them out of his contract [CROSS-TALK] board meeting. Once he had terminate, we had a resolution and his contract said with the causes and what he should get payout.

Director Daniels: And who authorize that then?

Male: That's finance authorize that.

Director Daniels: But who authorize that?

Male: It happen in finance.

Director Daniels: So with procurement, you don't think that should come back to us the board?

Chairwoman Gardner: That it should or not is what he said.

Male:

[CROSS-TALK] decision after you make the decision, he's terminated or he or she should terminate. It go to us to financial and then handle that document. You don't have a come at that we're going to give him a dollar more or he's going to say he got 60 days pay and build up with on benefits and vacation.

Director Daniels: As Attorney Jackson has stated.

Male: I mean, that's where it go.

Director Daniels: As attorney Jackson said, and most people who have ever worked in HR or who have led anybody knows normally that's going to go back to legal and to HR and make sure there's going to be a check and balance and make sure everything's covered. Especially if you're doing a severance and doing a payout, you're going to go through the process to make sure everything is right.

Male: Look at the same process on the last one. That's what you're looking at and see what it was.

Director Daniels: So who authorized the last one?

Male: The last one, authorized what?

Director Daniels: The last director we paid out when I left.

Male: When this board made his contract and whatever they're not they came up -- will it fix that amount. That's what they pay.

Director Daniels: How much was the check that was?

Male: Well, I couldn't recollect what the check was at that time.

Director Daniels: I'm going to tell you.

Male: But I'm just saying that you probably know better. The thing is I don't know because I ----

Director Daniels: I'm going to tell you the issue with that director, because I have been researching and I have been stuff. He wasn't paid by check. He was paid by direct deposit. So if you're paying that severance, who do you ---- [CROSSTALK]

Chairwoman Gardner: I'm sorry, we're going to go and wrap this up.

Male: There's no big difference, direct deposit whatever.].

Chairwoman Gardner: So we're going to wrap it up in a moment. All right, sorry.

Director Randolph: Okay. Because I said that you're going to come back with a --- with something to the board that you have outside. Is that what we talked about outside agency or whatever, attorney or whatever, whoever were y'all, to calculate this? And also look at the documents and make sure everything is right and legal. So we can try to settle and move on.

Chairwoman Gardner: The next item on the agenda status, I review, just recent \$1 million grant. As soon as I get the actual grant, the one I had was not this one. So I will get back to you.

Director Randolph: I just had a question about that particular grant. I just want to know, as board members, were you all aware that a million dollar grant was written from the CRA Agency for a nightclub?

Male: No, ma'am.

Director Randolph: I'm going to go on --- I'm going to go back, excuse me one second, I'm only relying upon the story that was told two weeks ago. I didn't know anything about it. I was told at 49 to come down here, media was going to be here and no one said anything. The mayor who didn't call sent out a message I think Ms. Cathy called all of us, at least she contacted me to come down that she was going to do a presentation. I didn't know what it was all about. But it was something concerning this is NY and some other people.

I could not make it on that particular time because I didn't have enough time for you to call me like an hour before this is going to take place in Eatonville. And then having to learn about this on local TV, the Town of Eatonville and I'm getting I'm on the board, but trustee of the town, and I don't know nothing about this. So I like to know when was

this grant written, implemented, who did it go to, I don't know anything about it. I hear about it on the news. So can you tell me when this was acted?

Chairwoman Gardner: So that grant was obtained under the independent board, which when I spoke I gave them credit, the former independent CRA board. That's when this grant was created and I stated that.

Director Daniels: What resolution was it?

Chairwoman Gardner: I will get it for you. I don't know. I don't have any ---- I don't know..

Director Daniels: I went through the CRA page today and look at the resolutions. I don't recall seeing it.

Chairwoman Gardner: You don't recall seeing a grant or the resolution.

Director Daniels: I don't recall seeing a resolution authorizing that to take place.

Chairwoman Gardner: I mean, did we do a resolution with CDBG grant? [CROSSTALK] I don't think the resolutions, right. I wasn't even on board, and now you're going to blame me, but not having the resolution on that report, I didn't know one exists, but I will get the information for you.

[CROSSTALK]

Director Randolph: My question is, do we write grants for private entities?

Male: I think that's what the Community Redevelopment Agency chose to do. We reach out to local businesses and find money for it, if that's what ---- if they don't get job.

Director Randolph: I'm just questioning.

Male: Yeah, I mean that's what ---- I mean, yeah that's what they do. That was one of the jobs.

Chairwoman Gardner: And by the mere fact that they received a million dollars says, yes and not just us saying it, but the African American culture says it.

Director Randolph: Where you all ---- because I wasn't here. Were you aware of this grant being written under the CRA for that particular purpose?

Chairwoman Gardner: I had heard about the grant and I knew it was going to be because that location is part of the Chilton Circuit which is what appealed to the committee. So and that and in that is an agreement, so all that information --- director.

Director Randolph: All right. All right. Thank you.

Chairwoman Gardner: Yes.

Male: Who wrote the grant?

Chairwoman Gardner: It was done on an independent serial.

Male: Who got paid?

Male: Yeah, there's a fee for writing grants. You just don't write grants, there's administrative costs and everything. So I'm asking, I'm asking again, who got paid? Does the funds go to the CRA or does it go to an individual? I'll wait.

[CROSSTALK]

Male: Can I get that info? Can I get that information? What are the cost for writing that grant and who did that and who does the money's go to?

[CROSSTALK]

Male: Who ever the grant writers, whatever the administrative needs.

Male: I'm sorry Board Member Washington this is for the Chair she can give it to me in email and this should be accessible, get back and get it by tomorrow. Please, thank you.

Chairwoman Gardner: When I receive it, you'll receive it.

Male: Well, your past --- I understand Chair, but your past actions have shown that it's gone longer like and for some months for information that's being asked. That's why I'm saying putting a time limit on it. I even get to the next day to give me the information, but with you saying that that means it could be a month, a month and a half, two months because I have a situation right now where you haven't responded to me for a request since May 6, here it is now June 6, two months to the day, and you haven't responded to me. So not only is that unprofessional it's really an insult to me because it's

a simple request. But that's like we always say that's on the town side. This item asking for the grant cost who got paid and where did those money's go because we all know that grants aren't written for free and no one does it, there are fees.

Chairwoman Gardner: It's get information for you. Last item merit --- oh you already spoke on this.

Director Randolph: The pending, miss, we're going to get back to ---

Chairwoman Gardner: Oh the great information.

Director Randolph: Yeah.

Chairwoman Gardner: Yes, Méiam.

Male: Chair, one last thing before you close the meetings. Who is going to transcribe these meetings and will review them?

Chairwoman Gardner: Well, I will get the --- I actually thought I would have someone that can come in and do this. So I'm still working on that person. If that happens then we'll get hooked up that's what they'll work on and I'll get --- we'll get up to you as soon as possible and that's best I can. I know what you're going to say but I'm not going to sit here and make something up. I'm not going to make anything out.

Male: No listen, tell me what I was going to say.

Chairwoman Gardner: I don't even know. Your face said and I can't even say in words.

Male: I was going to say for the longest we have a court reporter every meeting she was here with a microphone.

Chairwoman Gardner: But those are full transcripts. So I mean minutes to me are different than transcripts.

Male: Those who meet as a --- who authorize that, so that's a \$10,000 --- I look through the budgets.

Chairwoman Gardner: Wait, what are you questions?

Male: We pay that to the court reporters to court reporters that they come to all these different meetings \$10,000 from the CRA and look at the ledger accounts, they did take on it.

Chairwoman Gardner: All right. I think it's --- I know that major. Who just second on a wrap? Aye.

[CROSSTALK]

IV. CRA DISCUSSION ITEMS

Director Martin Daniels

- CRA Resolution #2022-8, Special Investigation of the TOECRA Activities from January 1, 2020, to April 19, 2022. (Director Martin Daniels).
- Discussion of Resolution #2022-9, Agreement for Legal Counsel Services of Gregory Jackson, Esq., as the Interim TOECRA General Counsel. (Director Martin Daniels).

Director Wanda Randolph

- Review of letter of termination of Executive Director from Mayor Gardner, dated April 25, 2022. (Discussion). • Review status of proper termination procedures of the terminated Executive Director (Discussion).
- Review job description of CRA Executive Director and salary.
- Status of letter Orange County Administrator- Byron Brooks, May 2, 2022.
- Attach and review letter to Orange County from Mayor Gardner- TOECRA- May 5, 2022.
- Review status of TOECRA employees work status. (Discussion).
- Interpretation of Special Meetings of the CRA Bylaws (Discussion).
- Repeatedly unresolved issues and steps in transferring ownership from the Town of Eatonville back to Mr. Tommy Dixon Estate Property -225 West Kennedy Blvd. (Director Randolph). • Review all information and payouts of Mainstreet, copy of its board, and members. (Director Randolph).
- Discussion of Agreement for Legal Counsel Services of Gregory Jackson. (Director Randolph). • Provide Town Procurement Policy (Resolution 2020-09)- Chairman Gardner will provide at the meeting.

Chairwoman Gardner

- Discussion of Legal Counsel Services of Clifford Shepard. (Chairwoman Gardner).
- Financial Documents will be provided at the CRA May 17th Meeting for review with presentation at the June meeting.
- Orange County documents will be provided at the May 17th CRA Meeting for review a vote to be taken at the June meeting.

V. ADJOURNMENT

Any person wishing to appeal any decision made by Community Redevelopment Agency with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made which record included the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (S. 189.417). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense to arrange for the presence of a certified court reporter at the hearing. For further information regarding the Community Redevelopment Agency, call (407) 623-8900.

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Acknowledged!

Gregory Jackson

Wanda Randolph, Clerk