

TOWN COUNCIL
COMMUNITY DEVELOPMENT BOARD MEETING
MINUTES
October 18, 2022

PRESENT: Chair Angie Gardner, Vice Chair Rodney Daniels, Director Wanda Randolph, Director Marlin Daniels, Director Ruthie Critton, Director Theo Washington. **STAFF:** Attorney Greg Jackson, **CRA Attorney,** Veronica King, **Town Clerk,** (**Not Present:** Director Leviticus Henderson)

CALL TO ORDER & VERIFICATION OF QUORUM - Chair Gardner called to order the CRA meeting for 5:30 pm and confirmed a quorum through Mrs. King.

INVOCATION & PLEDGE OF ALLEGIANCE - Chair Gardner led the Prayer of Invocation, followed by the Pledge of Allegiance.

CONSENT AGENDA

Motion for approval of Resolution CRA-R-2022-20 appointing new CRA Executive Director; moved by Director Washington, seconded by Director M. Daniels with discussion: Discussion: (M. Daniels) I am not in favor of moving forward with recommendation due to not having received financials. Everyone should have a chance to interview the candidate; set up a time with the individual. (Randolph) The position is still open through the Florida League of Cities until October 30, 2022; need to evaluate other applicants qualified in the area of CRA operations and administrations. **Open Motion for approval of Resolution CRA-R-2022-20; AYE: Washington, Gardner; NAYE: Critton, M. Daniels, R. Daniels, Randolph, MOTION FAILS.**

ADMINISTRATIVE/BOARD OF DIRECTORS DECISIONS

Motion for approval of Resolution CRA-R-2022-21 Establishing TOECRA Regular Meetings to Occur the Third Thursday of Each Month; moved by Director M. Daniels, seconded by Vice Chair R. Daniels: Comments: (Washington) With no Director in place, should changes be made? (Randolph) We have to move forward; would like to move the meeting time to 6:30 p.m. (Add to section one per Director Gardner) **Open Motion for approval of Resolution CRA-R-2022-21; AYE: Critton, M. Daniels, R. Daniels, Randolph, Gardner; NAYE: Washington; MOTION PASSES.**

Motion for approval of Resolution CRA-R-2022-22 Directing the Executive Director or Appointed Staff to provide Financial Statements, as well as Checks and Bank Statement at each and every TOECRA Regular Meeting; moved by Director M. Daniels, seconded by Vice Chair R. Daniels: Comments: Change Chief Administrative Officer to Executive Director; Financial Coordinator position has been posted; Request for Chair to send the CRA policy information to Mrs. King who will then forward the information to Director M. Daniels. Clarity for Attorney; Resolution will cover three preceding months; if the preceding month is not available by the third Thursday, it is to be provided at the next CRA meeting **Open Motion for approval of Resolution CRA-R-2022-22; AYE: ALL; MOTION PASSES.**

Motion for approval of Resolution CRA-R-2022-23 Directing the Executive Director or Appointed Staff to Provide TOECRA Board Members with the TOECRA Agenda and Packet Materials for each and every TOECRA Regular Meeting One (1) Week Prior to the Scheduled Meeting; moved by Director M. Daniels, seconded by Vice Chair R. Daniels: Comments: To commence in January 2023; Change CAO to Executive Director; agenda items are due a week before the delivery of board packages **Open Motion for approval of Resolution CRA-R-2022-23; AYE: ALL; MOTION PASSES.**

BOARD OF DIRECTORS DISCUSSION/REPORTS:

Bylaws (M. Daniels) Will send to the clerk suggested changes to the bylaws; both Attorney Jackson and Attorney Shepard have stated discrepancies in the bylaws **Inventory of CRA Equipment** Is there a list of all equipment; we should know what we have in inventory before hiring, including integration of software. (Gardner) Yes, Inventory should have been a part of the audit; the inventory list is mandatory **CRA Building** What is the status of the air conditioning being fixed; concerned with the preserving of records with considerable moisture due to the current state of the air conditioning. (Gardner) Need to hire an Executive Director to handle this type of matter. (Randolph) It is unacceptable to allow a building to sit causing possible deterioration to the building, materials, and records; not having an Executive Director is not an excuse. I am depending on leadership to fix the air conditioning unit (Washington) The CRA building belongs to the town; the town should repair the building (M. Daniels) we have to address inventory and records and hold accountable **\$71,000 payout to the former Executive Director** (Randolph) Attorney Jackson was asked to give his report on the matter (Attorney Jackson) CRA should follow the procurement process of the town; after reviewing the procurement, the contract with the former CRA Executive Director along with the Florida Statutes, there are some questions about why the check was cut without clearing it with the board. As the CRA Attorney, I recommend stepping back to allow the board to decide on special counsel; one who can take an objective look into the actions taken. (Randolph) Requesting for the Chait to provide an acceptable and reasonable answer as to why the check was paid out. (Gardner) to Attorney Jackson, was the resolution used to fire the former Executive Director prepared by you; in response, the resolution was reviewed to ensure proper statements without recommendations; the former Executive Director was already terminated when the resolution was reviewed. (Randolph) The Mayor signed the resolution; it does not matter who prepared it, the Mayor signed it. (Gardner) the resolution authorized the payout; reasons for asking who prepared the resolution. (M. Daniels) Who prepared the contract? Attorney Jackson in response stated the reasons he was contacted was because of his knowledge of the contract; it was legally insufficient. As the Attorney at the time, I did not agree with the contract, nor did I sign off on the contract. (M. Daniels) Attorney Perry did not review the contract as well. (Gardner) if there is an issue with the contract, verify the clause in the contract before deciding to terminate. (Attorney Jackson) if any part of the contract is found to be legally insufficient, they would be severed from the contract due to insufficiencies; if severable, it does not take effect. (M. Daniels) the payout was for a year not 20 weeks; was taxes taken out on the settlement; Attorney Jackson in response yields to finance for clarity; believes if it is a payroll type of event, it should have been. If reviewed as a contract to offset any pending litigation/settlement with former Executive Director; so, he does not have any basis for a suit; the statutory provision dictates that it should have only been paid out at six weeks; the proper statutory provision should have been followed for this type of contract. Attorney Jackson reiterate his recommendation to step back as counsel on this matter; it will remove any questionable concerns about any decisions made for any other reason. (Gardner) deferred the request for a community representative to speak; the item was not originally on the agenda. ***(PLEASE NOTE: The \$71,000 payout to the former Executive Director Discussion Item is also provided below in a verbatim transcript)***

Excerpt Added: (Verbatim Minutes Transcribed By Milestone Production Inserted for the record)

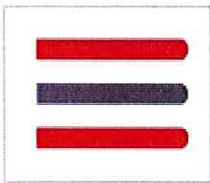
CRA Meeting

Date: October 18, 2022, 5:30 p.m.

Transcript for time stamp time starting at 41:50 and ending at 56:13

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- 1 TOWN OF EATONVILLE
- 2 EXCERPT OF CRA MEETING
- 3 DATE: OCTOBER 18, 2022
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JACKSONVILLE, FL 32256

<p style="text-align: right;">2</p> <p>1 MR. JACKSON: Thank you, Madam Chair. In 2 response to a request from the board, specifically 3 Director Randolph, to look into the payment of 4 \$1,000 of a check being provided to the former CRA 5 director for \$71,000, my role was to take a look and 6 just determine if there were any questionable 7 actions taken. Some of the things that I took a 8 look at, I took a look at the procurement policy of 9 the Town of Eatonville because the CRA should follow 10 the procurement policy of the town. In addition to 11 that, I followed the contract that was actually 12 entered into by the former CRA director, as well as 13 a Florida statute in order to determine what amount, 14 if any, would be due to the former CRA director 15 based on the way that he -- the contract was 16 terminated. Based on the information that I found, 17 there appears to be some question with regards to 18 why it is that the finance department cut a check -- 19 or wrote a check without clearing it with this board 20 or with the chair of this board to determine if it 21 was appropriate for that check to be written and to 22 be released at that particular time. That is the 23 extent of where my investigation went into this 24 particular aspect, because at that juncture, I felt 25 that in order to ensure that there was some -- no</p>	<p style="text-align: right;">4</p> <p>1 MR. JACKSON: I believe I reviewed a 2 resolution, and I believe that in reviewing the 3 resolution to ensure that there were proper 4 statements made there, and I believe that I did make 5 some recommendations, but in terms of preparing the 6 exact document, I don't believe I prepared that in 7 the ways that I prepared the ones, since I'm now 8 sitting as the attorney for this agency and taking 9 it from the beginning. I don't believe I did that, 10 but I do believe that I took a look at it, and I saw 11 a resolution that was prepared ahead of time, and 12 that there were some questions to that resolution, 13 and looked at the contract to make a determination 14 that it met whatever this board's wishes were in 15 terms of how it was drafted, but I was not working 16 with the agency at the time. 17 MS. RANDOLPH: So you gave your opinion on a 18 resolution that was used to fire the prior executive 19 director, prior to your being the attorney for this 20 board. Is that what you just said? 21 MR. JACKSON: No, ma'am. I think that he was 22 already terminated by the time I had a chance to 23 look at the resolution. So I did not do a 24 resolution to terminate anyone. No, ma'am. 25 MS. RANDOLPH: The term -- the resolution was</p>
<p style="text-align: right;">3</p> <p>1 impropriety with regards to looking further into the 2 circumstances to determine what, if anything, 3 further should be done. I'm making the 4 recommendation that I take a step back, allow this 5 board to make a decision if it would like to have a 6 special counsel appointed, aside from myself, so 7 that there is someone that can have an objective 8 look at any of the actions that were taken with 9 regards to the payment of \$71,000 on that contract. 10 MS. RANDOLPH: With that, I would like to put a 11 motion on the floor. 12 MS. GARDNER: That was discussion. 13 MS. RANDOLPH: Oh, we're going to do a 14 discussion? Okay. 15 MS. GARDNER: It was on here for discussion. 16 MS. RANDOLPH: All right. Well, since this -- 17 since it was stated in the manner that it was stated 18 as being addressed, board member -- Chairman Gardner 19 (phonetic), do you have an acceptable reasonable 20 answer as to why the \$71,000 payout was made to the 21 former executive director when he was not entitled 22 to those funds? 23 MS. GARDNER: Attorney Jackson, did you prepare 24 the resolution that was used to fire the former 25 director? Did you prepare that resolution?</p>	<p style="text-align: right;">5</p> <p>1 in the packet. And he was terminated, and we're 2 reading the resolution, which meant it had to be 3 prepared prior to our meeting. That's the first 4 thing. The former attorney had to prepare two 5 resolutions. One resolution was to state that the 6 -- it would be -- that the termination would occur. 7 And then, the second resolution would have been for 8 -- that would allow the executive director to come 9 with his attorney. Should -- because it should have 10 been two, according to the contract. So for you 11 have seen the resolution prior to the executive 12 director being terminated, and now, you're also 13 opining on -- I don't know. That doesn't seem right 14 to me, but that's okay, because if you knew about 15 the contract and what it read, and if you looked at 16 the resolution, and you saw that the resolution 17 wasn't sufficient to fire him, then someone should 18 have been told, but now, again, you're blaming me, 19 and you are, but I can't be your scapegoat. No. I 20 can't be your scapegoat. 21 MR. JACKSON: Madam Chair, I believe that what 22 I said was -- and your name is never mentioned. I 23 think I said that it was the finance department that 24 should be -- make a determination why they cut a 25 check. I never said anything --</p>



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6	<p>1 MS. GARDNER: But it goes back --</p> <p>2 MR. JACKSON: -- about your role as the chair.</p> <p>3 MS. GARDNER: -- to who authorized it.</p> <p>4 MR. JACKSON: But I don't know that. And who</p> <p>5 wrote the check has nothing to do with the</p> <p>6 termination of the former CRA director. And as I</p> <p>7 indicated before --</p> <p>8 MS. GARDNER: Well, it does because that</p> <p>9 started the whole thing.</p> <p>10 MR. JACKSON: Right. And as I --</p> <p>11 MS. GARDNER: That was to --</p> <p>12 MR. JACKSON: Right, but as I said before --</p> <p>13 MS. GARDNER: This is not her --</p> <p>14 MR. JACKSON: Right. As I said before, the CRA</p> <p>15 director had already been terminated before it was</p> <p>16 looked at to say that he was to be terminated with</p> <p>17 cause, and the specific cause was not placed in</p> <p>18 there. So looking at the contract --</p> <p>19 UNIDENTIFIED SPEAKER 1: That was no paperwork</p> <p>20 was there?</p> <p>21 MS. GARDNER: No. That wasn't my question.</p> <p>22 MR. JACKSON: Okay. What's your question?</p> <p>23 MS. GARDNER: My question was: Did you prepare</p> <p>24 that resolution? And you said that you have given</p> <p>25 input prior --</p>	8
7	<p>1 MR. JACKSON: Right.</p> <p>2 MS. GARDNER: -- to that resolution before you</p> <p>3 were on the board.</p> <p>4 MR. JACKSON: Right. That's not what I said,</p> <p>5 but okay. What I said is that he had already been</p> <p>6 terminated, and that there had already been a</p> <p>7 resolution in place.</p> <p>8 MS. GARDNER: Okay.</p> <p>9 MR. JACKSON: There was a resolution to clarify</p> <p>10 that I was asked to take a look at it, and that</p> <p>11 resolution had already been prepared.</p> <p>12 MS. RANDOLPH: Now, if I remember correctly --</p> <p>13 UNIDENTIFIED SPEAKER 1: The resolution at all.</p> <p>14 MS. RANDOLPH: No. If I remember correctly,</p> <p>15 the mayor -- you signed a resolution --</p> <p>16 MR. JACKSON: Right.</p> <p>17 MS. RANDOLPH: -- for termination with cause.</p> <p>18 You signed that.</p> <p>19 MR. JACKSON: Right.</p> <p>20 MS. RANDOLPH: You probably --</p> <p>21 MS. GARDNER: But my --</p> <p>22 MS. RANDOLPH: -- just gave it and don't</p> <p>23 remember.</p> <p>24 MS. GARDNER: No.</p> <p>25 MS. RANDOLPH: But --</p>	9
6	<p>1 MS. GARDNER: Director --</p> <p>2 MS. RANDOLPH: -- right now --</p> <p>3 MS. GARDNER: -- that wasn't the question.</p> <p>4 MS. RANDOLPH: -- but no, no, no.</p> <p>5 MS. GARDNER: The question was: Who prepared</p> <p>6 the resolution?</p> <p>7 MS. RANDOLPH: I understand. Why don't you</p> <p>8 answer my question first?</p> <p>9 MS. GARDNER: Okay. Okay.</p> <p>10 MS. RANDOLPH: I had asked you ahead of time</p> <p>11 before we even got into this conversation, about --</p> <p>12 why did you file a bill, or sign, or authorize</p> <p>13 authorization for \$71,000 payout to the former</p> <p>14 executive director of taxpayers' money that he was</p> <p>15 not entitled to? And you have not yet answered the</p> <p>16 question.</p> <p>17 UNIDENTIFIED SPEAKER 1: Hold on. That word</p> <p>18 "entitled," who said they weren't entitled to? He</p> <p>19 had a contract.</p> <p>20 MS. RANDOLPH: Because he was --</p> <p>21 UNIDENTIFIED SPEAKER 1: Are you saying these</p> <p>22 -- hold on.</p> <p>23 MS. RANDOLPH: The same was released --</p> <p>24 UNIDENTIFIED SPEAKER 1: The same</p> <p>25 contractor --</p>	8
7	<p>1 MS. RANDOLPH: -- with cause.</p> <p>2 UNIDENTIFIED SPEAKER 1: The same contract that</p> <p>3 previous executive -- the same language. And he got</p> <p>4 paid about sixty some thousand, too, but if we pay</p> <p>5 out this contract --</p> <p>6 MS. RANDOLPH: The mayor -- --</p> <p>7 UNIDENTIFIED SPEAKER 2: So how does --</p> <p>8 MS. RANDOLPH: -- chairman of the board has not</p> <p>9 answered the question.</p> <p>10 MS. GARDNER: I'm going to the question, which</p> <p>11 has led -- which led me to the resolution.</p> <p>12 MS. RANDOLPH: That's the bottom line.</p> <p>13 MS. GARDNER: The resolution is what put all of</p> <p>14 this in motion. The resolution authorized it,</p> <p>15 Director Randolph, which is why I asked who prepared</p> <p>16 the resolution, because the resolution was</p> <p>17 insufficient to get done what you want it to do,</p> <p>18 which is why he wasn't fired immediately because it</p> <p>19 was not clear. Do you remember the e-mail you sent</p> <p>20 afterwards?</p> <p>21 MS. RANDOLPH: Yes. Okay, but let me ask you a</p> <p>22 question.</p> <p>23 MS. GARDNER: Director --</p> <p>24 MS. RANDOLPH: Who prepared the resolution that</p> <p>25 you signed?</p>	9



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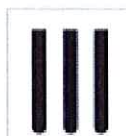
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10	<p>1 UNIDENTIFIED SPEAKER 1: Personally -- we don't 2 know. 3 MS. GARDNER: That's why I asked the question. 4 UNIDENTIFIED SPEAKER 1: -- resolution. 5 MS. RANDOLPH: That thing was signed. You 6 signed it. It doesn't matter. You signed it. 7 UNIDENTIFIED SPEAKER 1: Because she posted it. 8 MS. RANDOLPH: It doesn't matter. 9 MS. GARDNER: Okay. 10 MS. RANDOLPH: It's not -- it doesn't matter. 11 You signed it. 12 MS. GARDNER: All right. 13 MS. RANDOLPH: It's an official document. 14 UNIDENTIFIED SPEAKER 1: This -- 15 MS. GARDNER: Director Daniels. 16 MR. DANIELS: Mayor, you said the resolution 17 was insufficient, so my thing is: Who prepared the 18 contract? And if I recall, Attorney Jackson, you 19 was the attorney during that time, correct? 20 MR. JACKSON: That is correct, yes, sir. 21 MR. DANIELS: Was that a sufficient contract? 22 What was your reading on that contract? 23 MR. JACKSON: In going back through my notes - 24 - and I think that was one of the reasons that I was 25 contacted, because I was the person that initially</p>	12	<p>1 MS. GARDNER: No, no. Attorney -- 2 MR. DANIELS: I'm talking. I'm talking. 3 MS. GARDNER: -- when you said "statute" -- 4 let's go to the attorney. 5 MR. DANIELS: Let me -- 6 MS. GARDNER: Attorney Jackson -- 7 MR. DANIELS: -- ask the question. 8 MS. GARDNER: -- should the contract have a 9 clear -- any issues with the contract, should those 10 issues have been cleared up first before you 11 terminate someone or, at least, have those issues 12 clarified in a resolution? 13 MR. JACKSON: My reading of the statute -- my 14 reading of the contract, is that if any of the 15 provisions were found to be legally insufficient, 16 that they would be severable from the contract, so 17 it doesn't necessarily have to be cleared up because 18 it would be deemed to be severable from the contract 19 that they're legally insufficient. So that's -- 20 that was my reading of the contract. 21 MS. GARDNER: So if there's anything that 22 should have been severable from the contract, then 23 that should have been clarified in that resolution. 24 MR. JACKSON: If they're severable, it means 25 that it does not take effect.</p>
11	<p>1 reviewed the contract. Based on the language of the 2 contract, I found that it was legally insufficient, 3 and I declined to agree with that contract as it was 4 written, so I never signed off on that contract for 5 legal sufficiency. 6 MR. DANIELS: And furthermore, when we asked 7 Attorney Terry, did he review it, he said he didn't 8 review it. So we prepared or we allowed for an 9 insufficient contract to go through that violated 10 Florida statute, and then we still turned around and 11 paid someone 71,000? 12 MS. GARDNER: I wasn't here when that contract 13 was approved, but whatever issues you have with the 14 contract was one issue. If you had an issue with 15 the contract, deal with the issues with the contract 16 before you fire someone. 17 MR. DANIELS: So -- 18 MS. GARDNER: So you should have clarified the 19 payout clause -- 20 MR. DANIELS: So -- 21 MS. GARDNER: -- in the contract before you 22 prepare a resolution to terminate. 23 MR. DANIELS: No. If Florida Statute -- 24 MS. GARDNER: Attorney Jackson -- 25 MR. DANIELS: Well, hold on. Hold on.</p>	13	<p>1 MS. GARDNER: Then it should have been part of 2 the resolution. 3 MR. JACKSON: I don't know what resolution -- I 4 did not write the original resolution, as I 5 indicated before. 6 MS. GARDNER: All right. 7 MR. DANIELS: And furthermore, Chair, the 8 statute says 20 weeks and then six weeks, then the 9 most -- you could have got away with if you had paid 10 him for 20 weeks but you paid for a whole year. You 11 signed off on it, and Director Washington signed it. 12 MS. GARDNER: It wasn't -- it was the finance 13 department, but it wasn't me because -- see, now 14 it's me. 15 MR. DANIELS: Well -- 16 MS. GARDNER: As I said earlier -- all right. 17 MR. DANIELS: Who's the chief administrator? 18 MS. GARDNER: Vice Chair -- that's my point. 19 That's the point I was making earlier. That's the 20 point I was making -- 21 MR. DANIELS: So -- okay. So did you authorize 22 Director Washington sign the check? 23 MS. GARDNER: He -- 24 MR. DANIELS: Did you authorize Director 25 Washington --</p>



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1 MS. GARDNER: Director --
 2 MR. DANIELS: No, I'm asking you.
 3 MS. GARDNER: No. Let's go at that resolution.
 4 MR. DANIELS: No.
 5 MS. GARDNER: Because that put everything into
 6 place.
 7 MR. DANIELS: You don't want to answer. That's
 8 fine. I think the same thing happened with --
 9 MS. GARDNER: Vice Chair --
 10 UNIDENTIFIED SPEAKER 1: Attorney, my question
 11 to you: Even with paying out, shouldn't there have
 12 been taxes taken out, as well?
 13 MR. JACKSON: With regards to taxable events on
 14 contracts, I would leave that to the finance
 15 department, but typically, if it was as a regular
 16 payroll-type event, and taxes were taken out as a
 17 payroll-type event, they should have been done so.
 18 If it was done, one of the things that I looked at
 19 -- and this is one of the reasons why I have
 20 recommended that I take a step back, because I don't
 21 want there to be any belief that I'm making
 22 decisions for any other reason, and that's the
 23 reason why I'm saying I should step back, but the
 24 one thing I did view that, if it was viewed -- and
 25 I've said this one time before, if this was viewed

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1 immediate past CRA director did not have that
 2 provision, and so, from that standpoint, it did not
 3 follow Florida statutes in terms of what was needed
 4 for severance pay.
 5 MS. GARDNER: But that payout did not come back
 6 before the board?
 7 MR. JACKSON: Not that I know of. I wasn't
 8 sitting here at that point. If I was sitting here,
 9 I probably would have made that clear.
 10 MS. GARDNER: All right.
 11 (END OF EXCERPT)
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1 as a contract to offset any pending litigation --
 2 let's say, if it was a settlement with the former
 3 CRA director so that he didn't have any basis for a
 4 suit, the statute or provision dictates that it
 5 should have only been paid out at six weeks, and so,
 6 if that were the case, then it should have followed
 7 the proper statute or provision for this type of a
 8 contract.
 9 UNIDENTIFIED SPEAKER 1: And I asked that
 10 question because the former -- before this executive
 11 director, when he was out sick, there was taxes
 12 taken out of his settlement. I was just wondering
 13 why this executive director didn't have taxes taken
 14 out on his settlement or, I guess, the rest of his
 15 salary, or whatever, so --
 16 MR. JACKSON: Well, and that's institutional
 17 knowledge with regards to the former CRA director,
 18 also. I actually drafted that contract, and that one
 19 was approved for legal sufficiency, and within that
 20 contract, it properly laid out that for termination
 21 without cause, that a person would be paid up to 20
 22 weeks of their salary, and so, that's why I assume
 23 he was paid in the way that he was paid because the
 24 contract followed the Florida statutes in that
 25 regard. The contract for the most -- for the

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 19
 20 Submitted on: November 4, 2022.
 21
 22
 23
 24
 25 KATIE O'MALLEY



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ADJOURNMENT: Motion by Chair Gardner to adjourn the meeting, the motion; moved by Director M. Daniels; seconded by Director Washington; **MEETING ADJOURNED** at: 6:34 PM.

Respectfully Submitted by:



Veronica L King, Town Clerk

APPROVED



Chair