



**FIFTY
WEST**

OCOEE COMMUNITY REDEVELOPMENT AGENCY

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

September 16, 2025

AGENDA

5:00 PM

CRA REGULAR MEETING

• CALL TO ORDER

Roll Call and Determination of Quorum

• PUBLIC COMMENTS

• OLD BUSINESS

• NEW BUSINESS

1. Approval of Minutes of the August 5, 2025, CRA Regular Meeting
2. Proposed FY 2025-2026 Budget
3. Economic Development Grant Agreement
4. Resolution Recommending Adoption of Finding of Necessity

• MISCELLANEOUS

1. Project Updates

• BOARD COMMENTS

• ADJOURNMENT

NOTICE: IN ACCORDANCE WITH FLORIDA STATUTE 286.0105: ANY PERSON WHO DESIRES TO APPEAL ANY DECISION AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS AND FOR THIS PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED. IN ACCORDANCE WITH FLORIDA STATUTE 286.26: PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 1 N. BLUFORD AVENUE, OCOEE, FL 34761, (407) 905 -3105, 48 HOURS IN ADVANCE OF THE MEETING.



FIFTY
WEST

OCOEE COMMUNITY REDEVELOPMENT AGENCY

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

August 5, 2025

MINUTES

5:00 PM

CRA REGULAR MEETING

• CALL TO ORDER

Chair Kennedy called the Community Redevelopment Agency Board to order at 5:00 PM in the Commission Chambers of City Hall. **Recording Clerk Justice** called roll and declared a quorum present.

Roll Call: Chair Kennedy, Vice-Chair Koovakada, Member Johnson, Member Wilsen, Member Firstner, Member Oliver, and Member June

Absent: None

Also Present: City Manager Shadrix, Assistant City Manager Rumer, Development Services Director Corless, CRA Administrator Vaca, City Attorney Geller, and Recording Clerk Justice

• PUBLIC COMMENTS

No speaker reservation forms were received.

• OLD BUSINESS - None

• NEW BUSINESS

1. Approval of Minutes of the June 3, 2025, CRA Board Meeting

Member Wilsen, seconded by Member Johnson, moved to approve the CRA Regular Meeting Minutes of June 3, 2025, as presented. Motion carried unanimously.

2. FY 2025-2026 Budget Overview

CRA Administrator Vaca detailed the estimated revenues, Orange County rebate, tax revenue since the inception of the CRA in 2006, estimated expenditures, and capital expenditures.

3. Building & Site Improvement Grant Application

Development Services Director Corless explained that a grant application was received from Joe Daka, who purchased the old BB&T Bank building at 1550 Maguire Road with plans to repurpose it. City staff completed a site assessment and prepared conceptual site plans and architectural elevations for Mr. Daka based on the urban design elements presented in Envision 2045, the City's recently adopted Comprehensive Plan. He chose to utilize these plans and

elevations as the basis for what will be his \$3.7 million development. Mr. Daka's grant application is to request \$222,500 for assistance with demolition and costs to elevate the front and rear facades beyond what the land development code requires.

Member Wilsen commented that she is excited to see the blighted building being redeveloped into a use that will benefit local businesses and the community.

Chair Kennedy agreed with Member Wilsen's comments and stated his support for the proposed design.

Member Johnson noted his appreciation that the grants are being used to help attract businesses to the City and stated that he looks forward to their continued use.

Member Oliver observed that Mr. Daka's building is one of the last blighted properties in the area and expressed appreciation that Mr. Daka selected it for his project. He inquired about parking, noting the existing congestion at the Highway 50 and Maguire Road intersection. **Development Services Director Corless** responded to his inquiry.

Member Firstner stated that he is pleased to see the project, noting that he had been anticipating the CRA's involvement in redeveloping buildings. He added that he believes this project is a positive step forward that will uplift the entire area.

Member Wilsen, seconded by Member Johnson, moved to accept the grant application and prepare a grant agreement for execution at the next CRA Board meeting. Motion carried unanimously.

Development Services Director Corless expressed gratitude to applicant Joe Daka for working with City staff to come up with designs for the project.

4. FY 2025-2026 CRA Board Meeting Dates

CRA Administrator Vaca asked the board to consider the dates (*as seen below*) for their meeting dates for Fiscal Year 2025/2026. She informed the board that it is required they have at least four (4) meetings per fiscal year.

Meeting #1:

Tuesday, December 2, 2025, at 5:00 PM (before City Commission meeting)

Meeting #2:

Tuesday, March 3, 2026, at 5:00 PM (before City Commission meeting)

Meeting #3:

Tuesday, June 2, 2026, at 5:00 PM (before City Commission meeting)

Meeting #4:

Tuesday, September 15, 2026, at 5:00 PM (before City Commission meeting)

Member Firstner, seconded by Member Oliver, moved to approve the Fiscal Year 2025/2026 CRA meeting dates, as presented by staff, as follows: December 2, 2025; March 3, 2026; June 2, 2026; and September 15, 2026. Motion carried unanimously.

• **MISCELLANEOUS**

1. Project Updates

Development Services Director Corless and **CRA Administrator Vaca** updated the Board with the following:

- Wellness Park restroom is nearing completion.
- The City has received the St. Johns River Water Management District (SJRWMD) permits for the CRA's and City's portions of the S. Bluford Avenue Complete Streetscape. 100% construction documents are anticipated by the end of October. Work continues regarding underground power and lighting design, along with easement acquisitions.

2. Redevelopment Plan Update

Development Services Director Corless advised that after recent discussions with Orange County Staff, they proposed to maintain the current contribution percentages and do not object to expanding the current CRA boundary to include the enclaves and West Oaks Mall. County Staff have also offered to extend the CRA for five years with the option to extend it by an additional five years, later. This action would take the sunset date to 2041 or 2046, respectively. The City would have to address the final extension request with the County no later than 2039. Staff recommends approval of County Staff's offer.

Member June inquired whether there are any other properties to clean up the boundaries of the CRA. **Development Services Director Corless** addressed his question.

Member Johnson commented that inclusion of the enclaves and the West Oaks Mall within the CRA has been a long time coming and shared his appreciation of Development Services Director Corless's and City Manager Shadrix's efforts.

Chair Kennedy asked whether, before agreeing to include the West Oaks Mall, the City should tie the expansion of the CRA boundary to an agreement with the mall's ownership. **City Manager Shadrix** responded to his question.

Member Johnson commented on ongoing exterior maintenance issues at the West Oaks Mall, as well as prolonged periods without air conditioning inside the building. **City Manager Shadrix** responded, and discussion followed regarding statutory timelines for foreclosable liens.

Chair Kennedy inquired whether it was appropriate to make a motion regarding the CRA boundary expansion and sunset date extension. **City Manager Shadrix** explained that a motion was necessary to inform the County of the City's request and asked **City Attorney Geller** to propose a process that would comply with the Rules of Order while providing City staff with direction to proceed. **City Attorney Geller** advised the Board to make a motion. **City Manager Shadrix** further noted that, as a CRA Board, members are not subject to the same operating

rules adopted by the City Commission.

Member Johnson, seconded by Member Oliver, moved to proceed with necessary actions to expand the current CRA boundary to include enclaves and West Oaks Mall, as well as the five-year extension of the sunset date, with the understanding that the City would be coming back to the County to request the final five years. Motion carried unanimously.

Member Wilsen commented on the condition of the West Oaks Mall during a recent visit and voiced that she is hopeful that the expansion of the CRA boundary will give the City leverage to work with the mall's ownership.

Development Services Director Corless explained the next steps for the Redevelopment Plan.

• EXECUTIVE DIRECTOR COMMENTS

City Manager Shadrix explained that this will be Development Services Director Corless's last CRA meeting as Development Services Director/CRA Administrator. He shared his lengthy and extensive professional relationship with her, and the widespread contributions she has made to the Master Planning field throughout Central Florida. He detailed her deep roots within and compassion for the City of Ocoee and further expressed his gratitude for her many contributions to the City.

He announced also that former Redevelopment Program Manager Vaca has been appointed as the new CRA Administrator, and that the City will be hiring a new Development Services Director.

• BOARD COMMENTS

Member Wilsen expressed her gratitude to Development Services Director Corless.

Member Firstner extended best wishes to Development Services Director Corless on her retirement and encouraged her to enjoy life to the fullest.

Member Oliver expressed his gratitude for Development Services Director Corless's service and contributions to the City of Ocoee and its citizens and commented on her wonderful legacy.

Member Johnson reflected on his vision for the City over the years and commended Development Services Director Corless for helping to shape its purpose. He noted that it had been a pleasure working with her for many years.

Chair Kennedy remarked that Development Services Director Corless's work can be seen anywhere one looks throughout the City and expressed that the City of Ocoee is eternally in her debt for the beauty she has contributed.

• ADJOURNMENT

The meeting was adjourned at 5:38 PM

Attest:

APPROVED:

Miranda Justice, Recording Clerk

Chair

Staying ON TARGET



FIFTY WEST

FY 2025-2026 ANNUAL BUDGET





FIFTY
WEST

**CITY OF OCOEE, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY DIRECTORY**

Board Members

Scott Kennedy Commissioner/CRA Chair	(407) 905-3112 office	skennedy@ocoee.org
Philip Koovakada City Appointed Board Member/ CRA Vice Chair	(407) 296-1803 office	philip.koovakada@orlandohealth.com
Rosemary Wilsen Commissioner/CRA Board Member	(407) 905-3112 office	rwilsen@ocoee.org
Rusty Johnson Mayor/ CRA Board Member	(407) 905-3112 office	rjohnson@ocoee.org
Richard Firstner Commissioner/CRA Board Member	(407) 905-3112 office	rfirstner@ocoee.org
George Oliver III Commissioner/CRA Board Member	(407) 905-3112 office	goliver@ocoee.org
Randy June OC Appointed CRA Board Member	(407) 325-1422 office	randy@jec3.com

Staff

Craig Shadrix City Manager/Executive Director	(407) 554-6434 office	craig.shadrix@ocoee.org
Mike Rumer Assistant City Manager	(407) 554-6434 office	mrumer@ocoee.org
Carolina Vaca CRA Administrator	(407) 554-7123 office	cvaca@ocoee.org

Legal Counsel

Richard S. Geller Fishback Dominick, LLP	(407) 462-8400 office	rgeller@fishbacklaw.com
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CRA RESOLUTION NO. 2025-002

A RESOLUTION OF THE OCOEE COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR BUDGET ADJUSTMENTS AND THE APPROPRIATION OF FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ocoee Community Redevelopment Agency (the “CRA”) was created pursuant to Part III, Chapter 163, Florida Statutes, and Ordinance No. 2006-007 of the City of Ocoee, Florida; and

WHEREAS, the CRA is a dependent special district under Chapter 189, Florida Statutes, known as the Uniform Special District Accountability Act (the “Special District Act”); and

WHEREAS, the Special District Act requires all special districts, including dependent special districts, such as the CRA, to adopt a budget for each fiscal year by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE OCOEE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

SECTION 1. Authority. The CRA has the authority to adopt this Resolution pursuant to the Special District Act.

SECTION 2. Adoption of Budget. The governing body of the CRA does hereby approve and adopt a budget for the CRA for Fiscal Year 2025-2026. A copy of the budget is attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION 3. Budget Adjustments. As of the date of adoption of the Budget for Fiscal Year 2025-2026, the governing body of the CRA may not have received the final calculations regarding tax increment revenues and/or carried forward monies to be deposited into the Community Redevelopment Trust Fund for the Community Redevelopment Area which will be available for use by the CRA for Fiscal Year 2025-2026. Accordingly, the governing body of the CRA does hereby direct that tax increment revenues received in excess of the projected budgeted revenues be allocated to the 4900 Reserve for Contingency line item as set forth in Exhibit “A” and that any shortfalls in the projected budgeted tax increment revenues be deducted from the 4900 Reserve for Contingency line item as set forth in Exhibit “A”. In accordance with Subsection 163.387(7), F.S., the governing body of the CRA does hereby direct that monies carried forward in excess of the budgeted amount be allocated to the 6302 Capital Improvements line item, as set forth in Exhibit “A”, to fund projects identified in the CRA Capital Improvement Plan and Community Redevelopment Plan or be deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged. Any shortfalls in the projected budgeted monies carried forward shall be deducted from the 4900 Reserve for Contingency line item or the 6302 Capital Improvements line item, as set forth in Exhibit “A”. The Executive Director of the CRA is hereby authorized to administratively make any adjustments to the budget which may be required to implement the provisions of this section. Any necessary budget adjustments will be made pursuant to Section 189.016(6), F.S.

SECTION 4. Appropriations. There are hereby expressly appropriated out of anticipated revenues all funds and monies necessary to meet the appropriations stipulated by and in the attached budget.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon passage and adoption, and the budget adopted and approved by this Resolution shall be effective as of October 1, 2025.

PASSED AND ADOPTED this 16th day of September, 2025.

APPROVED:

ATTEST:

**OCOEE COMMUNITY
REDEVELOPMENT AGENCY**

Melanie Sibbitt, Secretary

Scott Kennedy, CRA Chair

(SEAL)

**FOR USE AND RELIANCE ONLY
BY THE OCOEE COMMUNITY
REDEVELOPMENT AGENCY,
APPROVED AS TO FORM AND LEGALITY**
This 16th day of September, 2025.

FISHBACK DOMINICK, LLP

By: _____
Richard S. Geller, City Attorney

EXHIBIT "A"
Fiscal Year 2025-2026 CRA Budget

REVENUES BY SOURCE

Name			Account ID	2025 Budgeted	FY26 PROPOSED
Revenue Source					
	Cash Balance				
		BEGINNING CASH BALANCE	130-30-0000	\$5,905,201.00	\$8,589,433
	Total Cash Balance:			\$5,905,201.00	\$8,589,433
	Intergovernmental				
		LOCAL GOVT GRANT - WEST ORANGE HEALTHCARE DIST	130-33-7300	\$750,000.00	\$0
	Total Intergovernmental:			\$750,000.00	\$0
	Other Revenues				
		MISCELLANEOUS REVENUE	130-36-0000	\$0.00	\$0
		INTEREST EARNINGS	130-36-1100	\$99,945.00	\$110,000
	Total Other Revenues:			\$99,945.00	\$110,000
	Other Financing				
		GRANT REVENUE	130-33-1000	\$0.00	\$0
	Total Other Financing:			\$0.00	\$0
	Tax Increment Financing				
		COUNTY CONTRIBUTIONS	130-31-1100	\$1,563,936.00	\$1,713,353
		CITY CONTRIBUTION	130-38-1100	\$1,745,662.00	\$1,912,440
	Total Tax Increment Financing:			\$3,309,598.00	\$3,625,793
Total Revenue Source:				\$10,064,744.00	\$12,325,226

EXHIBIT "A"
Fiscal Year 2025-2026 CRA Budget

EXPENDITURES BY EXPENSE TYPE

Name		Account ID	2025 Budgeted	FY26 PROPOSED	
Expense Objects					
	Personnel Services				
		OTHER SERVICES	130-516-00-1101	\$3,591.00	\$3,591
		REGULAR SALARIES	130-516-00-1200	\$246,314.73	\$423,857
		OVERTIME PAY	130-516-00-1400	\$0.00	\$126
		PTO BUYOUT	130-516-00-1510	\$0.00	\$7,975
		FICA TAXES	130-516-00-2100	\$22,434.24	\$32,097
		RETIREMENT CONTRIBUTIONS	130-516-00-2200	\$25,668.50	\$41,908
		HEALTH INSURANCE	130-516-00-2300	\$71,327.60	\$135,235
		LIFE INSURANCE	130-516-00-2301	\$1,145.44	\$1,413
		DENTAL/VISION INSURANCE	130-516-00-2302	\$991.44	\$1,561
		ACCIDENT/DISABILITY INSURANCE	130-516-00-2303	\$1,280.59	\$2,112
		WORKERS' COMP INSURANCE	130-516-00-2400	\$483.00	\$616
	Total Personnel Services:			\$373,236.54	\$650,491
	Operating Expenses				
		LEGAL FEES	130-516-00-3101	\$8,000.00	\$5,000
		ENGINEERING EXPENSE	130-516-00-3102	\$0.00	\$0
		PROFESSIONAL SERVICES	130-516-00-3128	\$150,000.00	\$168,500
		COUNTY CONTRIBUTION REBATE	130-516-00-3129	\$169,181.00	\$214,006
		ACCOUNTING AUDITING	130-516-00-3200	\$6,000.00	\$5,500
		CONTRACTUAL SERVICES	130-516-00-3400	\$275,000.00	\$311,893
		TRAVEL EXPENSE	130-516-00-4000	\$6,659.00	\$4,500
		TELEPHONE EXPENSE	130-516-00-4100	\$3,800.00	\$2,800
		POSTAGE FREIGHT	130-516-00-4200	\$1,100.00	\$500
		WATER EXPENSE	130-516-00-4301	\$40,000.00	\$40,000
		LEASING EXPENSE	130-516-00-4400	\$0.00	\$0
		AUTO LIABILITY INSURANCE	130-516-00-4501	\$0.00	\$0
		VEHICLE PARTS REPAIRS	130-516-00-4605	\$0.00	\$0
		EQUIP MAINT CONTRACTS	130-516-00-4606	\$0.00	\$0
		PRINTING AND BINDING	130-516-00-4700	\$5,000.00	\$5,000
		NEWSLETTER EXPENSE	130-516-00-4800	\$0.00	\$0
		RESERVE FOR CONTINGENCY	130-516-00-4900	\$50,000.00	\$50,000
		ADMINISTRATION LEGAL ADS	130-516-00-4901	\$600.00	\$600
		MISCELLANEOUS	130-516-00-4902	\$0.00	\$0
		OFFICE SUPPLIES	130-516-00-5100	\$1,400.00	\$1,000
		POL SUPPLIES	130-516-00-5200	\$600.00	\$600
		UNIFORMS	130-516-00-5201	\$275.00	\$200
		Operating Supplies	130-516-00-5202	\$1,000.00	\$1,000
		COPYING EXPENSE	130-516-00-5216	\$1,000.00	\$1,000
		COMPUTER PERIPHERALS / SOFTWARE UNDER \$5,000	130-516-00-5235	\$2,000.00	\$2,000
		BOOKS-SUBSCRIPTIONS	130-516-00-5401	\$1,000.00	\$1,000
		PROFESSIONAL DUES	130-516-00-5402	\$3,000.00	\$3,000
		TRAINING EXPENSE	130-516-00-5405	\$7,000.00	\$7,000
		PRINCIPAL	130-516-00-7100	\$0.00	\$0
		INTEREST EXPENSE	130-516-00-7200	\$0.00	\$0
		COMMUNITY PROMOTIONS	130-516-00-8200	\$0.00	\$0
		PUBLIC RELATIONS DEVELOPMENT	130-516-00-8205	\$7,500.00	\$5,000
		GRANTS CONTRIBUTION	130-516-00-8210	\$127,200.00	\$276,000
		TRANSFERS OUT	130-516-00-9000	\$8,824,192.00	\$0
		TRANSFERS OUT-DEBT SER	130-516-00-9100	\$0.00	\$0
		TRANSFERS OUT - CAPITAL *	130-516-00-9105		\$10,568,636
	Total Operating Expenses:			\$9,691,507.00	\$11,674,735
Total Expense Objects:				\$10,064,743.54	\$12,325,226

*Transfers Out represents the capital budget expenditures moved to CRA capital fund 131

EXHIBIT "A"
Fiscal Year 2025-2026 CRA Budget

FUND 131 - CAPITAL EXPENDITURES

Name			Account ID	2025 Budgeted	FY26 PROPOSED
Expense Objects					
	Capital				
		CAPITAL IMPROVEMENTS	131-516-00-6302	\$8,824,192.00	\$10,531,716
		Restricted for Capital *	131-516-00-6302	\$5,905,201.00	\$8,589,433
		Old Winter Garden Rd/ Maguire Rd Intersection Improvements	131-516-00-6302	\$390,498.00	\$0
		Minor CRA Infrastructure Improvements	131-516-00-6302	\$78,447.00	\$0
		S. Bluford Complete Street project	131-516-00-6302	\$2,450,046.00	\$1,942,283
		VEHICLES	131-516-00-6401		\$36,920
		Code Enforcement Vehicle - Capital Costs - Vehicle Cost	131-516-00-6401		\$32,000
		Code Enforcement Vehicle - Capital Costs - Upfitting Cost	131-516-00-6401		\$4,920
	Total Capital:			\$8,824,192.00	\$10,568,636
Total Expense Objects:				\$8,824,192.00	\$10,568,636

*Ongoing projects from FY 24/25 that have funds allocated and will move forward in FY 25/26



FIFTY WEST

1 N. Bluford Ave, Ocoee, FL 34761
407.905.3100 x 1027

ocoecra.com



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MEMORANDUM

TO: Ocoee Community Redevelopment Agency (CRA)
FROM: Carolina Vaca, CRA Administrator
DATE: September 16, 2025
RE: 1550 Maguire Road Grant Agreement

Background

At the August 5 CRA Board Meeting, staff shared that they had worked with Mr. Joe Daka—owner of 1550 Maguire Road—to create an elevated design concept for the former BB&T bank building site. Demolition of the blighted building and construction of a new, contemporary building are activities that are in tune with the CRA's Redevelopment Plan and overall revitalization goals. In addition, although located just outside of the boundaries of Target Area 1, the proposed project meets the urban design standards of the Target Area by aligning the new building closer to Maguire Road, placing parking in the rear, and including retail and dining spaces with outdoor dining patios. As such, the CRA Board approved Mr. Daka's grant application, awarding an amount not to exceed \$222,500 for use toward demolition of the blighted bank building and elements that elevate the front and rear facades of the new building.

Recommendation

Staff has prepared the attached agreement between the CRA and Mr. Daka (Joecoe Capital, LLC) closely following a format used for previous grant agreements. The agreement has been reviewed by the CRA's legal counsel and outlines the conditions of the grant as well as the process and requirements for the disbursement of funds. Staff respectfully recommends execution of the grant agreement as presented.

Attachments:
1550 Maguire Grant Agreement

CC:
Craig Shadrix, City Manager/CRA Executive Director
Mike Rumer, Assistant City Manager

GRANT AGREEMENT

THIS GRANT AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date (hereinafter defined) by and between the **CITY OF OCOEE COMMUNITY REDEVELOPMENT AGENCY**, a redevelopment agency established by the City of Ocoee (the “CRA”), having an address at 1 N. Bluford Avenue Ocoee, FL 34761, and **JOCOEE CAPITAL, LLC**, a Florida limited liability company (the “Grantee”), having an address at 2582 Maguire Road, #219, Ocoee, FL 34761.

RECITALS:

WHEREAS, in accordance with Florida Statutes Chapter 163, the CRA was established by the City of Ocoee for the purpose of eliminating blighted conditions within the CRA boundaries; and

WHEREAS, the CRA has created a Community Redevelopment Plan (the “Plan”) which identifies the removal of deteriorating buildings and structures and the development of public-private partnerships as ongoing goals of the CRA; and

WHEREAS, the Grantee is the owner of the real property as more particularly described on **Exhibit “[A]”** attached hereto and by this reference made a part hereof (the “Property”) with an address of 1550 Maguire Road Ocoee, FL 34761; and

WHEREAS, the Grantee has submitted the application attached hereto as **Exhibit “[B]”** (the “Application”) requesting, from the CRA, financial assistance with demolition of the existing structure and construction of a new building closer to Maguire Road with parking in the rear, retail and dining spaces, and outdoor dining patios (the “Project”); and

WHEREAS, the Grantee has worked with City and CRA staff to create a design concept (the “Approved Design Concept”) that embraces contemporary design standards and elevates the building facades beyond what is currently required by the City of Ocoee Land Development Code; and

WHEREAS, the work required includes demolition and removal of the existing building, installation of awnings, enhanced landscaping, and other elements more particularly described in the Application (the “Work”); and

WHEREAS, the CRA has deemed this Project consistent with the Plan and has approved an award of grant to the Grantee in the amount of **TWO HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$222,500.00)** (the “Grant”) to be used for the completion of the Project; and

WHEREAS, the Grantee desires to accept the Grant subject to the terms, conditions, and restrictions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and form a material part of this Agreement and are incorporated herein by this reference.

2. **Effective Term.** The term of this Agreement shall commence on the date when it has been executed by both parties (the “Effective Date”) and the obligation of the CRA to fund the Grant shall terminate on September 30, 2026, unless sooner terminated by either party as set forth herein (the “Funding

Termination Date”). Any portion of the Grant for which a reimbursement request has not been submitted by the Grantee to the CRA by the Funding Termination Date shall be forfeited and Grantee hereby waives any rights to such forfeited portion of the Grant. If, prior to the Funding Termination Date, both parties agree in writing that this Agreement is to have effect for a mutually agreed period after the Funding Termination Date, then this Agreement, unless sooner terminated by either party as set forth herein, remains in force until the newly agreed upon Funding Termination Date.

3. **Scope of Work.** The Grantee agrees to use the Grant solely for the reimbursement of costs and expenses paid by the Grantee for the performance of the Work subject to and in accordance with the Approved Design Concept and this Agreement. The Grantee further agrees that the Grant shall only be disbursed in accordance with the proposed project budget as described in the Application (the “Budget”) in the amounts for each line item as set forth therein. The Grantee is solely responsible for obtaining all necessary permits for completing the Project. The Grantee also acknowledges and agrees that it is the Grantee’s sole responsibility to ensure that all work performed complies with the Approved Design Concept, Application, contract documents, plans and specifications, and all applicable laws including the Florida Building Code.

4. **Amount Payable.** Subject to available funds, the maximum amount payable under this Agreement shall not exceed the Grant amount awarded.

5. **Reimbursement Procedures.** The CRA agrees to disburse the Grant to the Grantee on a reimbursement basis for necessary expenses properly incurred under this Agreement, as determined by the CRA in the CRA’s reasonable discretion, and paid by the Grantee based on the Application and Budget. Grantee understands that any work completed prior to the Effective Date is not eligible for reimbursement. Payment shall be made in accordance with the following procedures:

a. **Reimbursement Request.** Reimbursement request(s) are to be in writing and presented to the CRA by the Grantee only after the Work is complete and payment has been made by the Grantee for labor and materials as set forth in the Budget. Completion of the Work will be determined by passing and finalization of all inspections, closing of all permits, and issuance of final approval from the City of Ocoee Building Department. The CRA shall have the right to inspect and verify completion of the Work in accordance with the Approved Design Concept, Application, contract documents, plans and specifications, and payment for all labor and materials prior to the release of each reimbursement. The CRA reserves the right to refuse reimbursement in whole or in part for Work that does not conform to the Application submitted or completed by the Funding Termination Date. Any changes to the approved Application or requests for extensions shall be made in writing and presented to the CRA.

b. **Expenditure Report Required.** As part of each reimbursement request, the Grantee shall submit to the CRA, for its review and approval, a detailed expenditure report including (i) invoices for all work performed, (ii) copies of all cancelled checks, and (iii) paid receipts for all labor materials, as well as any other information and documentation reasonably requested by the CRA. No request for reimbursement shall be processed without an expenditure report. The CRA reserves the right to withhold all or any portion of the Grant if required and/or requested documentation is not submitted or is in a form and substance not acceptable to the CRA.

6. **Termination.** The Grant set forth herein is granted solely to Grantee for completion of the Project in accordance with the Approved Design Concept and cannot be assigned or transferred without

the express written consent of the CRA, which consent may be withheld in the CRA's sole discretion. This Agreement will automatically terminate should Grantee sell, transfer, or convey the Property, prior to the expiration of this Agreement.

7. **Indemnification.** The Grantee shall indemnify and hold the CRA and City of Ocoee harmless, including its elected officials, agents, and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, arising out of the any work activities performed under this Agreement, or constituting a breach of any term of this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CRA:

CITY OF OCOEE COMMUNITY REDEVELOPMENT AGENCY, a redevelopment agency established by the City of Ocoee, a Florida municipal corporation

By: _____
Scott Kennedy, Chair

Date: _____

Attest: _____
Melanie Sibbitt, City Clerk

Date: _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this ___ day of _____, 2025.

FISHBACK DOMINICK, LLP

By: _____
City Attorney

APPROVED BY THE CITY OF OCOEE COMMUNITY REDEVELOPMENT AGENCY AT A MEETING HELD ON _____, UNDER AGENDA ITEM NO. _____.

GRANTEE:

JOECOEE CAPITAL, LLC, a Florida limited liability company

By: _____
Title: _____
Date: _____

**CRA GRANT AGREEMENT
EXHIBIT A**

DOC # 20220526193
08/29/2022 09:45 AM Page 1 of 4
Rec Fee: \$35.50
Deed Doc Tax: \$8,400.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Prepared by:

Lemonade MM Ocoee LLC
c/o Madison Marquette
1000 Maine Ave. SW, Suite 300
Washington, DC 20024
Attention: Legal & Risk Management Department

Return to:

Joeceoe Capital LLC
2582 Maguire Road., Suite 219
Ocoee, FL 34761
Attention: Joseph Daka

Parcel ID No.: 28-22-29-0000-00054

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 25 day of August, 2022, by **LEMONADE MM OCOEE LLC**, a Delaware limited liability company, whose address is 1000 Maine Ave. SW, Suite 300, Washington, DC 20024 ("**Grantor**"), , to **JOECOEE CAPITAL LLC**, a Florida limited liability company, whose address is 2582 Maguire Road., Suite 219, Ocoee, FL 34761 ("**Grantee**").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee all that certain land lying and being in Orange County, Florida, and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

TOGETHER WITH all easements, rights-of-way and privileges appurtenant thereto, all improvements and structures located thereon, and all fixtures, equipment and machinery used in connection with the operation of such improvements and structures and permanently affixed thereto in such a manner as to constitute real estate under applicable state law, such improvements, structures and fixtures being purchased and sold "AS IS", "WHERE IS", and "WITH ALL FAULTS".

PROVIDED THAT the Property is conveyed subject to the following condition, covenant, restriction and agreement, which shall run with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee:

For a period of two (2) years after August 2, 2022, the Property shall not be sold or leased to any of the following parties or their affiliates, successors or assigns: Wells Fargo, Bank of America, JP Morgan Chase, PNC, Regions, Pinnacle, First Horizon, TD Bank, Fifth Third, Citi, TowneBank, and Synovus, and for a period of six (6) months after August 2, 2022, the Property shall not be used for Financial Services Purposes (except by the Grantor) nor shall there be any signage, advertising or publication on the Property that relates to Financial Services Purposes (except by the Grantor). "**Financial Services**

Purposes” shall be deemed to include any of the following: receiving deposits, making loans and mortgages generally to the public, payment processing, money transfer services, engaging in the sale of securities, wealth management, trust services, stock or mortgage brokerage, or insurance products and services (whether commercial or personal and including bonds and other instruments of suretyship or security and related products and services), all whether done by a state bank, national bank, savings and loan association, credit union, financial institution, brokerage firm, insurance company, wealth advisor, or other entity, and specifically including through the use of an automated teller machine or similar device; provided, however, this restriction shall be inapplicable to (1) a company which directly issues or provides insurance (whether commercial or personal), bonds, or other instruments of suretyship or security and related products and services to the public, and (2) any real estate brokerage or title insurance company that only incidentally provides any of the above services.

By the Grantee’s acceptance of this Deed, the Grantee acknowledges and agrees that a breach of the foregoing condition shall cause the Grantor irreparable harm and the Grantor shall have the right, in addition to all other rights and remedies available to the Grantor as a result of such breach, to obtain injunctive or other relief for the enforcement thereof. The Grantee further agrees that the Grantee shall reimburse the Grantor upon demand for all reasonable attorneys’ fees and other costs incurred by the Grantor in connection with the enforcement of the foregoing condition;

SUBJECT TO all applicable laws including zoning, building ordinances and land use regulations, all easements, restrictions, covenants, agreements, conditions or other matters of record that lawfully affect the same or any part thereof, all encroachments and other matters that may be revealed by a survey or inspection thereof, and the lien of real estate taxes, taxes imposed by special assessment and water, sewer, vault, public space and other public charges for the current year and subsequent years.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on its behalf by its duly authorized officer on the day and year first above written.

Signed sealed and delivered in the presence of:

SELLER:

LEMONADE MM OCOEE LLC, a Delaware limited liability company

WITNESSES:

By: [Signature]
Print Name: Claire Davidson

By: [Signature]
Name: Joshua Anderson
Title: Vice President

By: [Signature]
Print Name: Lillian Kelly

STATE OF Massachusetts
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24th day of August, 2022, by Joshua Anderson, as the Vice President of Lemonade MM Ocoee LLC, a Delaware limited liability company on behalf of such company. He [] is personally known to me or [] has produced personally known as identification.

[NOTARY SEAL]

My commission expires:

[Signature]
Notary Public
Brenna M Toomey
Printed Name of Notary Public

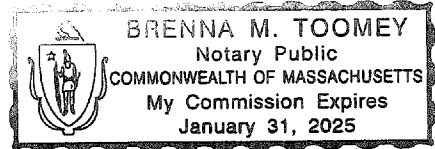


EXHIBIT A

Description of the Property

The North 421.91 feet of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 22 South, Range 28 East, Orange County, Florida, LESS right of way for State Road 439 on the West.

LESS the following:

That portion of Northwest 1/4 of the Northwest 1/4 of Section 29, Township 22 South, Range 28 East, Orange County, Florida, as described as follows:

Commencing at the Southwest corner of said Northwest 1/4 of the Northwest 1/4; thence North 00°15'34" West along the West line of said Northwest 1/4, 451.58 feet; thence North 89°56'25" East, 54.12 feet to the Easterly right-of-way line of Maguire Road (State Road 439) and the Point of Beginning; thence continue North 89°56'25" East, 208.25 feet; thence North 00°15'35" West, 210.00 feet to the North line of the Southwest 1/4 of said Northwest 1/4 of the Northwest 1/4; thence North 89°56'25" East along said North line, 402.44 feet to the East line of the West 1/2 of said Northwest 1/4 of the Northwest 1/4; thence South 00°12'58" East, 421.91 f; thence South 89°56'25" West, 616.06 feet to the Easterly right-of-way line of said Maguire Road; thence North 01°20'00" East, along said Easterly right-of-way line 161.57 feet to the point of curvature of a tangential curve concave to the West; thence Northerly 50.40 feet along said Easterly right-of-way line and along the arc of said curve having a radius of 5769.65 feet and a central angle of 00°30'02" to the Point of Beginning.

Together with appurtenant, beneficial easement interests set forth in that certain Non-Exclusive Grant of Easement recorded in Official Records Book 9550, Page 3834, Public Records of Orange County, Florida.

Being the same property conveyed to Branch Banking and Trust Company, a North Carolina banking corporation, by Receiver's Deed from Federal Deposit Insurance Corporation, as Receiver for Colonial Bank, Montgomery, Alabama, dated February 1, 2010, filed for record May 3, 2010, and recorded in OR Book 1003S, Page 6797, Records of Orange County, Florida.

CRA GRANT AGREEMENT
EXHIBIT B



FIFTY
WEST

BUILDING & SITE IMPROVEMENT GRANT APPLICATION

Application Date 6/9/2025 Application Number: (to be completed by CRA)

Grant Applicant Information (Please Print or Type)

Applicants Name Joseph Daka Tenant Name _____

Business Name Joecoee Capital LLC

Parcel Number/(PID) _____ Type of Business _____

Address 1550 MAGUIRE RD

Contact Person JOSEPH DAKA Email Address JOECOEEHOLDINGS@GMAIL.COM

Phone Number 914-217-7660 Fax Number _____

Is the applicant a small business (less than 10 employees), as defined by the U.S. Small Business Association? Yes No

Property Owner Information (if different from applicant)

Property Owners Name SAME AS ABOVE

Address _____

Contact Person _____ Email Address JOECOEEHOLDINGS@GMAIL.COM

Phone Number _____ Fax Number _____

Grant Category: Place a check by the requested grant category (see grant program overview for additional information).

Landscape Grant Requested Amount _____

Façade & Site Improvement Grant Requested Amount \$222,500



**FIFTY
WEST**

BUILDING & SITE IMPROVEMENT GRANT

Application Continued

Applicant: JOECOEE CAPITAL LLC **Date:** 6/9/2025

Project Description: Please provide a summary of proposed work. Please be specific and provide as many details as possible (attach additional sheets if necessary).

Demolition of the former BB&T building to build a new building closer to the road with parking in the rear.

Building will have space for retail and dining with outdoor dining patios.

Project Budget: Please provide estimated costs for the project so the entire scope of the project can be understood, and eligibility determination can be made. Note that funding award will not increase if final costs exceed proposed project budget.

Proposed Project Budget		
Project Item	Cost (\$)	Eligible Expense <small>(y/n to be completed by CRA Administrator)</small>
1. STORE FRONT (1/2)	\$200,000	Y
2. LANDSCAPE	\$42,000	Y
3. DEMOLITION	\$30,000	Y
4. AWINGS(PATIO AREA)	\$138,000	Y
5. PAINT	\$15,000	Y
6. TILE/WOOD/STONE FACIA	\$20,000	Y
7.		
8.		
9.		
10.		
Subtotal	\$445,000	
Eligible Expenses TOTAL <small>(to be completed by CRA)</small>	\$445,000	
50% of Eligible Expenses <small>(to be completed by CRA)</small>	\$222,500	



**FIFTY
WEST**

**BUILDING & SITE IMPROVEMENT GRANT
Application Checklist**

Please submit the following information with your initial application:

- Completed and signed application Form
- At least four (4) photographs clearly showing existing conditions of the building/site to be improved
- Drawings or sketches showing the proposed improvements to the building and placement of other features around the building (examples of landscaping, paint colors, etc.)
- Copy of property / liability insurance
- Proof of property ownership
- Documentation identifying that any loans and mortgages on the property are current and in good standing, or a copy of the title if no mortgage exists
- Written and notarized consent from the property owner if owner is different from applicant (see Property Owner Authorization Form). If you are the owner, you do not need to complete this form.
- Two (2) estimates / quotes for requests under \$10,000 and three (3) estimates / quotes for projects over \$10,000
- City of Ocoee Vendor Application and W9 Forms.

Estimated Cost of Project \$3,700,000 Grant Amount Requested \$222,500

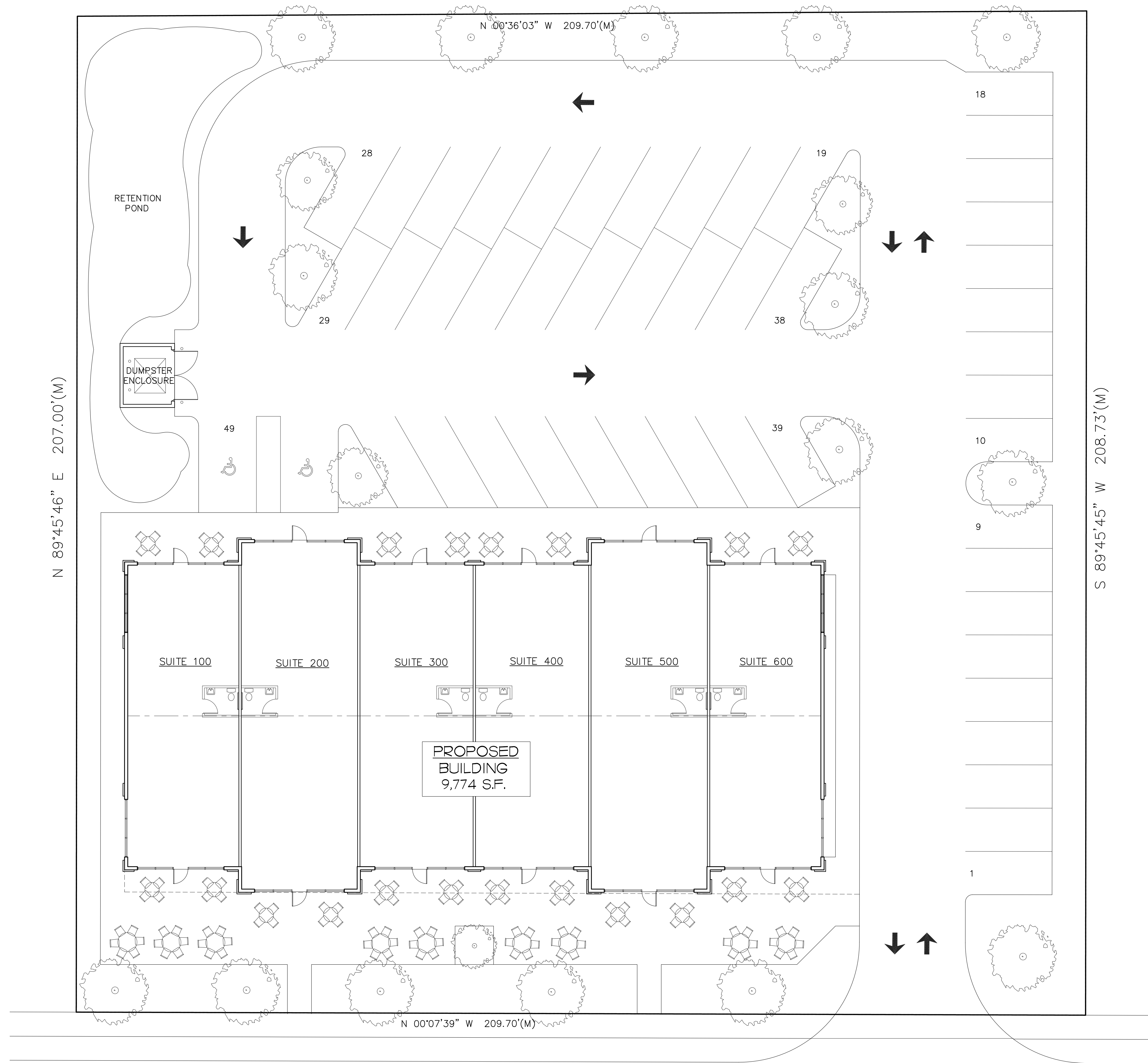
I agree that the information provided above and within this application is accurate and correct to the best of my knowledge.

Signature of Applicant JOSEPH DAKA Date 6/9/2025

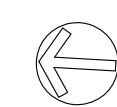
Submit Application to the CRA Administrator 1 North Bluford Avenue Ocoee, FL 34761

Application Reimbursement Checklist (to be provided upon completion of work)

- Photographs of all completed work
- Copies of all invoices and proof of payment, i.e. copies of checks, credit card receipts, etc.
- All utilities up to date
- No Code Enforcement fines or liens
- All regulatory requirements met, i.e. building inspections, approvals and final completions, etc.



MAGUIRE ROAD



1
A-0

ARCHITECTURAL SITE PLAN

SCALE: 3/32" = 1'-0"

THIS SITE PLAN IS FOR GENERAL REFERENCE ONLY. SEE SITE ENGINEER'S AND/OR LANDSCAPE ARCHITECT'S PLANS FOR INFORMATION NOT SHOWN HERE.

A-0

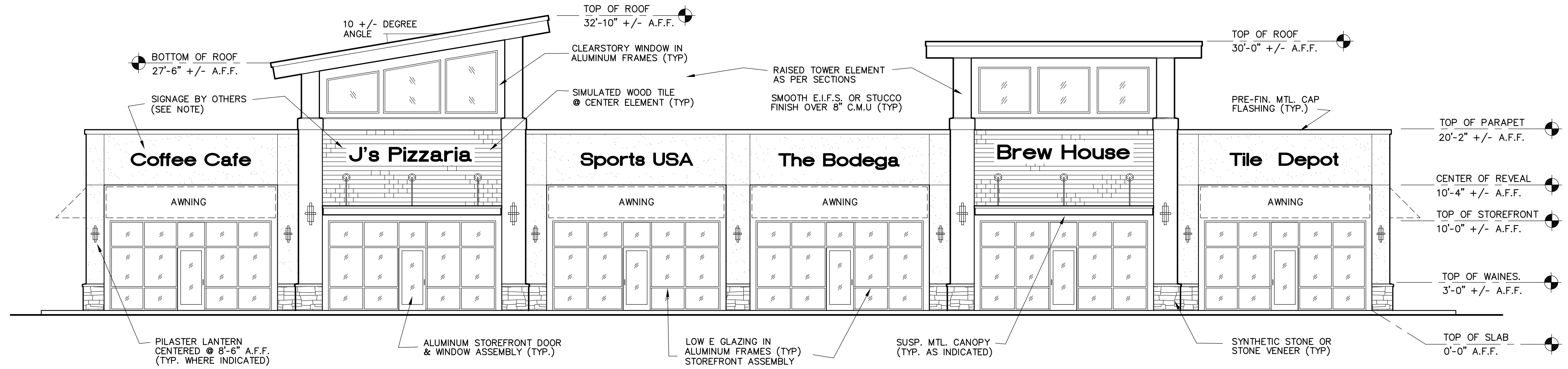
SHEET NO. 1 OF 6

PROJECT: PROPOSED NEW COMMERCIAL BUILDING :
DAKA PLAZA ON MAQUIRE

1550 MAQUIRE ROAD - DCODEE, FL. 34761
 For : JDECODEE HOLDINGS LLC

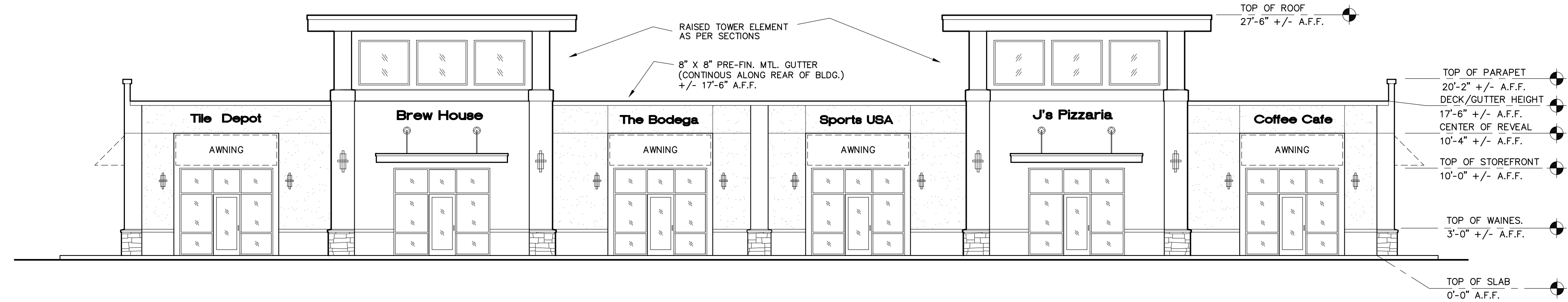
Architectural Resource Group, Inc.
 299 Loraine Drive Suite 2003 • Altamonte Springs, FL 32714 • (407) 774-6700

REVISIONS	DATE
1	06/21/25
2	25-1988
3	JJM
ADDEDUM	PHASE
1	S
2	P
	CA

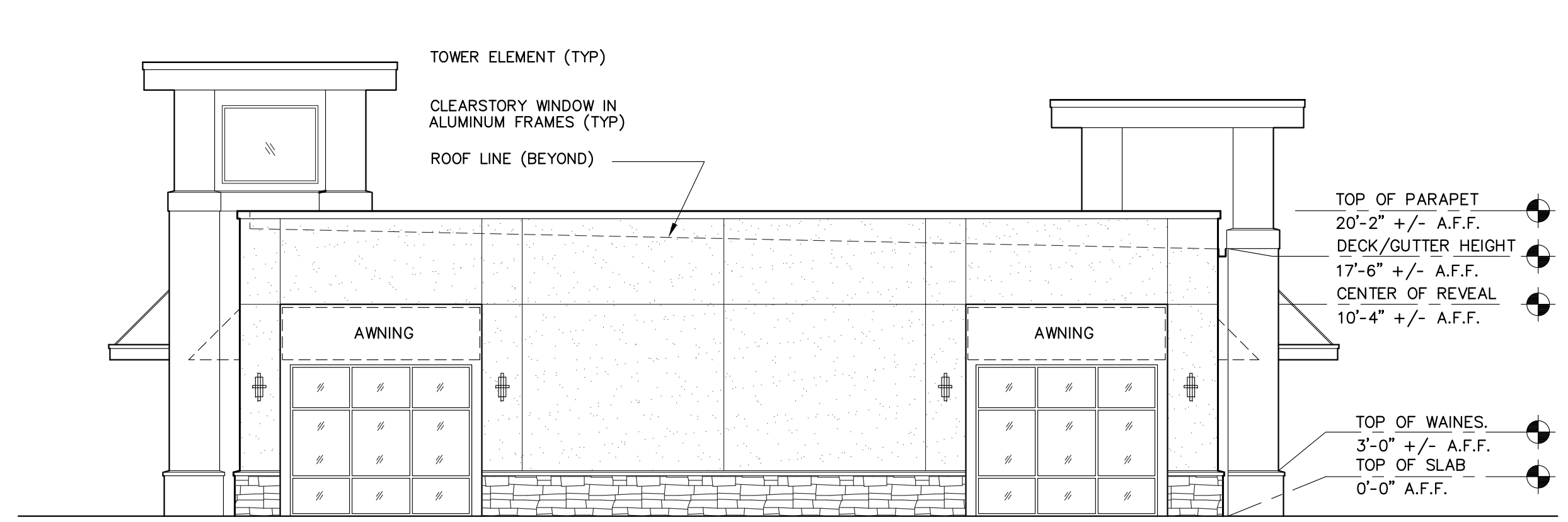


1 WEST ELEVATION
A-2 MAQUIRE ROAD SCALE: 1/8" = 1'-0"

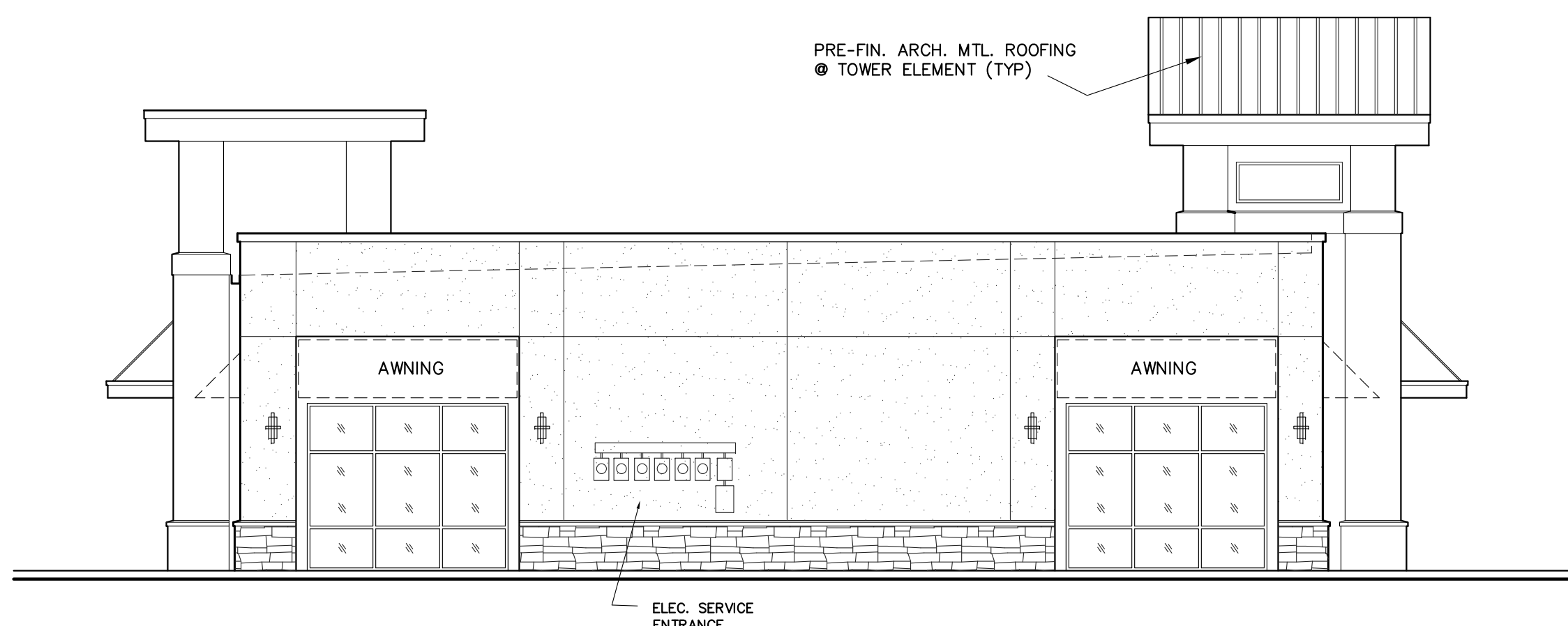
- ELEVATION NOTES :**
1. ALL NOTES AND DIMENSIONS ARE TYPICAL FOR SUBSEQUENT DRAWINGS UNLESS OTHERWISE INDICATED.
 2. SEE COLORED COMPUTER RENDERINGS FOR COLORS & PERSPECTIVE VIEWS.
 3. ALL SIGNAGE SHALL BE BY OTHERS AND BY SEPARATE PERMIT.
 4. E.I.F.S. SUPPLIER SHALL SUBMIT PLANS & SAMPLES OF ALL ELEMENTS AND TRIM FOR APPROVAL PRIOR TO FABRICATION.
 5. SUSPENDED CANOPIES SHALL BE PRE-ENG. & PRE-FINISHED BY SUPPLIER.
 6. FABRIC CANOPIES SHALL BE PRE-ENG. & PRE-FINISHED BY SUPPLIER.



2 EAST ELEVATION
A-2 SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION
A-2 SCALE: 1/8" = 1'-0"



4 NORTH ELEVATION
A-2 SCALE: 1/8" = 1'-0"

DATE	07/16/24	FILE	23-1388	DRN	JJM	PHASE	P	CA
REVISIONS	1	2	3	4	5	6	7	8
Architectural Resource Group, Inc. 299 Loraine Drive Suite 2003 • Altamonte Springs, FL 32714 • (407) 774-6700								
PROJECT: PROPOSED NEW COMMERCIAL BUILDING : DAKA PLAZA ON MAQUIRE 1550 MAQUIRE ROAD - DCOEE, FL. 34761 For : JOECOE HOLDINGS LLC								
SHEET	A-2		SET NO.	4		OF	6	

RESOLUTION NO. 2025-003

A RESOLUTION OF THE CITY OF OCOEE COMMUNITY REDEVELOPMENT AGENCY RELATING TO COMMUNITY REDEVELOPMENT; FINDING THE EXISTENCE OF CONDITIONS IN AND ADJACENT TO THE EXISTING COMMUNITY REDEVELOPMENT AREA THAT WARRANT THE INCLUSION OF THE AFFECTED AREAS WITHIN THE REDEVELOPMENT AREA; MAKING A LEGISLATIVE FINDING THAT CONDITIONS IN THE EVALUATED AREAS MEET THE CRITERIA DESCRIBED IN SECTION 163.340(7) OR (8), FLORIDA STATUTES (“FINDING OF NECESSITY”); RECOMMENDING ADOPTION OF THE FINDING OF NECESSITY BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA; MAKING FINDINGS, RECOMMENDATIONS, AND REQUESTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE;

WHEREAS, the Community Redevelopment Act of 1969, as codified in Part III of Chapter 163, Florida Statutes (the "Redevelopment Act"), empowers counties and municipalities to undertake community redevelopment in order to eliminate, remedy or prevent blighted areas; and

WHEREAS, the Ocoee Community Redevelopment Agency has commissioned the preparation of an independent Finding of Necessity analysis of targeted enclave and expansion areas, as more particularly depicted on **Exhibit "A"** hereof (such areas being referred to hereinafter as the "Evaluated Areas"), within and adjacent to the existing Ocoee Community Redevelopment Area (hereinafter referred to as “CRA”); and

WHEREAS, the Ocoee Redevelopment Agency has reviewed the Finding of Necessity Report (the “Report”) which confirmed that conditions of slum and/or blight in the Evaluated Areas meet the criteria set forth in Section 163.340(7) or (8), *Florida Statutes*; and

WHEREAS, the Ocoee Redevelopment Agency agrees with the findings of the Report; and

WHEREAS, one or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist within or adjacent to the Community Redevelopment Area and the rehabilitation, conservation or redevelopment, or a combination thereof, of such areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can

afford, is necessary in the interest of the public health, safety, morals or welfare of the residents of the City of Ocoee; and

WHEREAS, within the Evaluated Areas, there is a predominance of defective or inadequate street layout, parking facilities, roadways, bridges or public transportation facilities; and

WHEREAS, within the Evaluated Areas, aggregate assessed values of real property for ad valorem tax purposes have failed to show any appreciable increase over the past five (5) years; and

WHEREAS, within the Evaluated Areas, there exists faulty lot layout in relation to size, adequacy, accessibility, or usefulness; and

WHEREAS, within the Evaluated Areas, there exists inadequate or outdated building density patterns; and

WHEREAS, land within the proposed Ocoee CRA can be revitalized or redeveloped in a manner that will vastly improve the economic and social conditions of the community.

NOW, THEREFORE, BE IT RESOLVED BY OCOEE COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1: Recitals. The above recitals are true and correct, are hereby accepted as legislative findings of fact, and incorporated into this Resolution by reference.

SECTION 2: Recommendations and Requests. The Ocoee Community Redevelopment Agency hereby recommends and requests the following:

- (a) That the Finding of Necessity Report be adopted and approved by the Ocoee City Commission as supporting data and analysis and approve the expansion of the CRA boundary to include the Evaluated Areas, as depicted in **Exhibit “A”**, and make legislative findings in support thereof.
- (b) That the Board of County Commissioners of Orange County, Florida, by Resolution or Interlocal Agreement, delegate to the Ocoee City Commission the exercise of all powers and responsibilities conferred on Orange County Government by the

Community Redevelopment Act for the purpose of establishing and operating the Ocoee Community Redevelopment Agency within the proposed CRA expanded boundary.

SECTION 4: Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5: Severability. If any section or portion of a section of this Resolution proves to be invalid, unlawful or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

SECTION 6: Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 16th day of September 2025.

APPROVED:

ATTEST:

**OCOEE COMMUNITY
REDEVELOPMENT AGENCY**

Melanie Sibbitt, Secretary

Scott Kennedy, CRA Chair

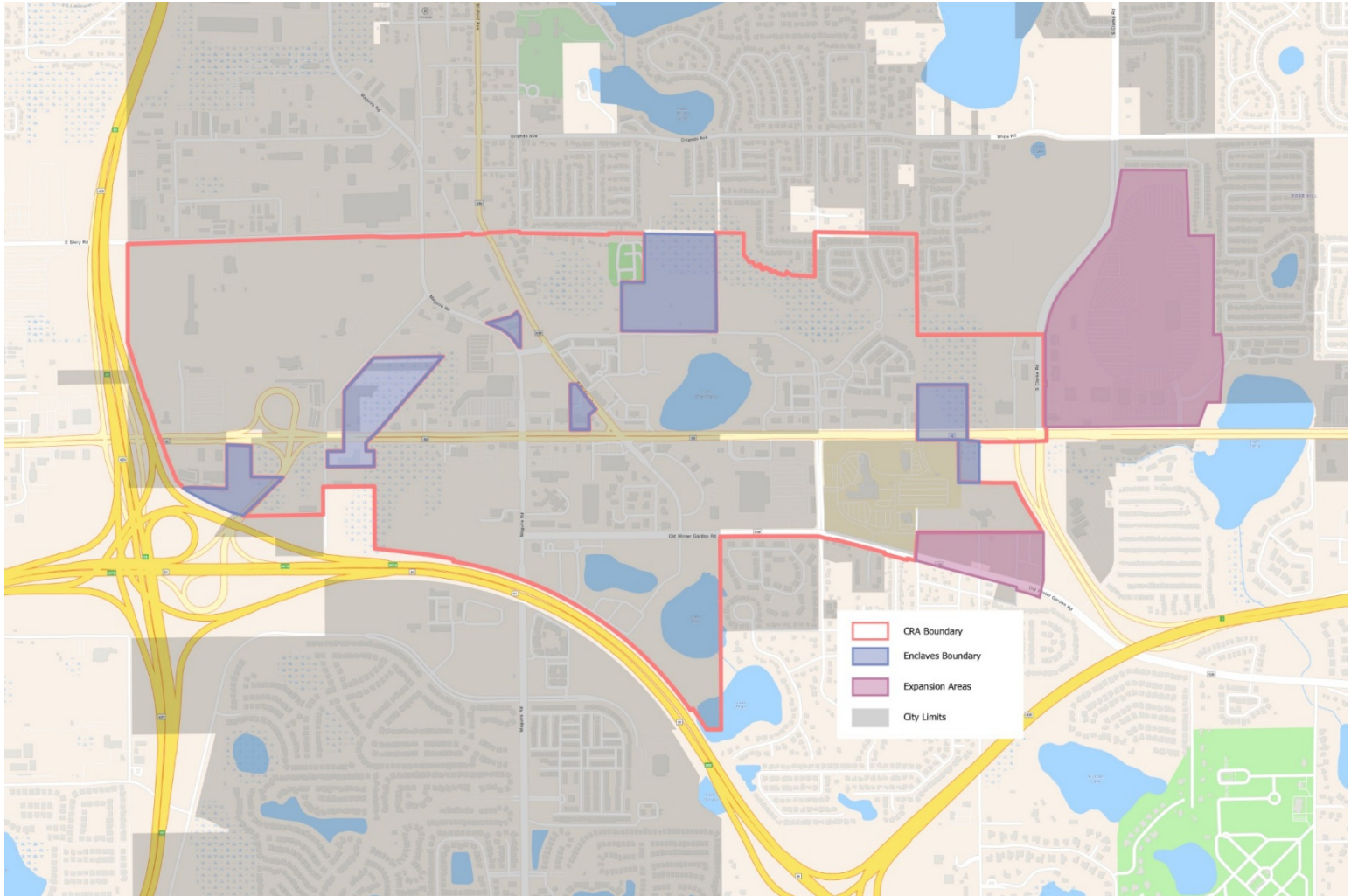
(SEAL)

**FOR USE AND RELIANCE ONLY
BY THE OCOEE COMMUNITY
REDEVELOPMENT AGENCY,
APPROVED AS TO FORM AND LEGALITY
This 16th day of September 2025.**

FISHBACK DOMINICK, LLP

By: _____
Richard S. Geller, City Attorney

EXHIBIT "A"
PROPOSED OCOEE CRA EXPANDED BOUNDARY (MAP)





**FIFTY
WEST**

MEMORANDUM

TO: Ocoee Community Redevelopment Agency (CRA)
FROM: Carolina Vaca, CRA Administrator
DATE: September 16, 2025
RE: Resolution Recommending Adoption of the Finding of Necessity

Background

At the March 5, 2024, CRA Board meeting, GAI Consultants staff presented the Finding of Necessity (FON) for the enclave parcels and West Oaks Mall parcels to the CRA Board. The presentation included photos of the various conditions of slum and/or blight that were observed as well as the corresponding criteria as set forth in Section 163.340(7) or (8), Florida Statutes. The CRA Board made a motion to approve the FON and directed staff to move forward with updating the Redevelopment Plan. Staff proceeded with discussions and negotiations with Orange County staff as well as continued working with GAI to update the Plan documents.

Recommendation

The FON has been updated with updated maps and Tax Increment Financing (TIF) calculations since it was last presented to the Board in 2024. Staff has prepared the attached CRA Resolution (2025-003) formally recommending that the City Commission adopt the FON. The resolution has been reviewed by the CRA's legal counsel and includes a map showing the proposed expansion areas that were evaluated for conditions of slum and/or blight. Formal adoption of a resolution is a necessary step in updating the Redevelopment Plan, and staff respectfully recommends adoption of the Resolution as presented. Following the passing and adoption of this Resolution, another will be presented to the City Commission, at a later date.

Attachments:
Resolution 2025-003

CC:
Craig Shadrix, City Manager/CRA Executive Director
Mike Rumer, Assistant City Manager