



**FIFTY
WEST**

OCOEE COMMUNITY REDEVELOPMENT AGENCY

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

September 17, 2024

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 June 4, 2024 CRA Regular Meeting
2. Economic Development Grant
3. Proposed FY 2024-2025 Budget
4. FY 2024-2025 CRA Board Meeting Dates

• 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

June 4, 2024

MINUTES

5:00 PM

CRA REGULAR MEETING

• CALL TO ORDER

Chair Wilsen 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 Wilsen, Vice-Chair Kennedy, Member Johnson, Member June, and Member Koovakada

Absent: Member Firstner, Member Oliver

Also Present: Assistant City Manager Shadrix, Deputy Development Services Director/CRA Administrator Corless, Redevelopment Program Manager 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 March 5, 2024 CRA Board Meeting

Vice-Chair Kennedy, seconded by Member Johnson, moved to approve the CRA Regular Meeting Minutes from March 5, 2024, as presented. Motion carried 5-0 with Member Firstner and Member Oliver absent.

2. 2023 Audit Presentation

Redevelopment Program Manager Vaca presented a brief overview of the 2023 CRA Financial Statement, which was completed by auditor Purvis Grey. She further explained that the CRA complied in all material aspects with the requirements of Chapters 163 and 218 of Florida Statutes.

Chair Wilsen asked if a motion was needed to approve the report's acceptance and was informed that a motion was not necessary.

3. 2024 Budget Amendment

Redevelopment Program Manager Vaca briefly explained the proposed budget amendment and detailed the adjustments and transfers that would be made to accommodate the proposal.

Vice-Chair Kennedy inquired about the deductions made from the Capital Improvements budget, account 6302. **Redevelopment Program Manager Vaca** addressed his question. Discussion ensued.

City Attorney Geller read the title of the resolution.

Member June, seconded by Member Koovakada, moved to adopt CRA Resolution No. 2024-001 of the Ocoee Community Redevelopment Agency. Motion carried 5-0 with Member Firstner and Member Oliver absent.

• **MISCELLANEOUS**

1. Project Updates

Deputy Development Services Director/CRA Administrator Corless provided a brief update on the CRA Redevelopment Plan. She gave a further update on the Downtown Redevelopment.

Deputy Development Services Director/CRA Administrator Corless advised the board that the Wellness Park Restroom is 100% designed and construction documents have been turned over to Finance to place the project out to bid. She explained the urban design of the restroom, honoring Healthy West Orange which gave nearly \$3 million for the construction of Wellness Park.

Deputy Development Services Director/CRA Administrator Corless provided an additional update on the S. Bluford Avenue Complete Street Project, and explained that the plan is to permit the entire project (both the City and CRA portions) at the same time through St. Johns Water Management District. Depending on funding mechanisms, it is anticipated that the project will be put out for bid by the end of the calendar year, or the first quarter of next year at the latest.

2. Outreach

Deputy Development Services Director/CRA Administrator Corless detailed efforts to distribute information regarding the CRA throughout the community. Staff worked to create more outreach material and collaborated with other departments to attend and host booths at many events, such as Best Fest. Additionally, copies of the Annual Report are frequently being replenished in the lobby at City Hall. Staff is also continuously meeting with developers to discuss economic development.

Deputy Development Services Director/CRA Administrator Corless announced that the next meeting will be in September, and will cover the Budget.

• **BOARD COMMENTS**

Vice-Chair Kennedy inquired about the Bluford Complete Street Project's effect on the timing of the finding of necessity for the CRA Redevelopment Plan update. **Deputy Development Services Director/CRA Administrator Corless** addressed his question. Discussion ensued.

• **ADJOURNMENT**

The meeting was adjourned at 5:18 PM

Attest:

APPROVED:

Miranda Justice, Recording Clerk

Chair



**FIFTY
WEST**

MEMORANDUM

TO: CRA Board
FROM: Ginger Corless, AICP, CPRP, FRA
Acting Development Services Director/CRA Administrator
DATE: September 10, 2024
RE: Westgate Resorts Relocation of 106 High-Paying Positions to Ocoee

One of the goals of the CRA is to increase economic opportunities within the Fifty West Redevelopment District. This includes bringing high-pay jobs to the District. Over the past few months, Michael Rumer and myself have been speaking with Westgate Resorts regarding their need to cut down on the number of job centers and relocate positions in a manner that increases their overall efficiency. They were looking at their Ocoee location, 2801 Old Winter Garden Road, and another location in the greater Orlando area. Westgate Resorts estimated the cost to refurbish their Ocoee location and move their employees is \$3,500 per person.

Based on these conversations, we drafted and presented an economic development incentive, in the form of a grant, to assist with the interior buildout needed to relocate 106 jobs with an annual salary of \$60,000+ to their Old Winter Garden Road location. The estimated annual salaries for these positions is \$6.5 million.

- **FF&E/Moving Expense Reduction:** We are requesting the CRA approve an amount of \$1,200.00 per confirmed relocated full-time position, earning above the median salary for Orange County (\$62,230), for FF&E / Moving expenses, up to \$127,200.00, for fiscal year 2024-2025.

Attached to this memo is an Economic Development/Interior Buildout Grant Agreement. The agreement lays out the terms of the grant, including the obligations of both the CRA and Westgate Resorts. Staff believes that this grant is not just about creating high-wage jobs within our City, it's also about contributing to the local economy, providing in-migration of jobs to counter the large migration of jobs out of town, and aligns with in the direction Ocoee is heading.

In addition to the 106 positions to be located in Ocoee, Westgate Resorts is looking to a future phase which would bring an additional 250 full time team members and \$16 million in yearly salaries to Ocoee. Staff will be in further discussions with Westgate to grow the Westgate footprint in Ocoee with the redevelopment of the Scotty's building based on the Master Plan the City/CRA conceived with the Westgate Team.

Attachments: Grant Agreement

ECONOMIC DEVELOPMENT/INTERIOR BUILDOUT

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 Ave. Ocoee, FL 34761, and **WESTGATE RESORTS LTD**, a Florida Limited Partnership (the “Grantee”), whose principal address is 5601 Windhover Drive Orlando, FL 32819 and whose Federal Employer I.D. Number is 59-3350950.

RECITALS:

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

WHEREAS, the CRA has created a Community Redevelopment Plan (the “Plan”) which identifies the development of public-private partnerships for the purpose leveraging tax increment and other revenue sources as an ongoing goal of the CRA; and

WHEREAS, the Grantee is the owner of the real property as more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Property”) located within the boundaries of the CRA with an address of 2801 Old Winter Garden Road Ocoee, FL 34761; and

WHEREAS, the Grantee is expanding operations and anticipates creating or relocating over 100 high-value jobs earning above the average annual wage in Orange County to the Property; and

WHEREAS, the Grantee has requested, from the CRA, financial assistance with the furniture, fixtures, and equipment (FF&E) and moving expenses associated with relocation of these jobs; and

WHEREAS, the CRA has deemed this request consistent with the Plan and has approved an award of grant to the Grantee in an amount not to exceed **ONE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$127,200)** (the “Grant”) to be used for reimbursement of the relocation expenses; 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, 2025, unless sooner terminated by either party as set forth herein (the “Funding Termination Date”). Any portion of the Grant for which a written request for payment 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.

3. **Obligations of the CRA.**

- a. The CRA shall appropriate the total sum of the award amount in their Fiscal Year 2025 budget for the purpose of funding the Grant.
- b. The CRA shall pay the Grantee based on the actual number of jobs created as shown in the report described in section 8 herein, and provided the Grantee meets its obligations as set forth in section 4.
- c. Payment shall be \$1,200 per confirmed job with an average salary of \$62,230 or more, and shall not exceed a total of \$127,200.
- d. The CRA's obligation to make the payment shall arise only upon receipt of the following:
 - i. The Grantee's written request for payment by September 30, 2025; and
 - ii. The Grantee's provision to the CRA of all documents, statements, reports, and other evidence of completion of the requirements contained in this Agreement.
- e. Provided the CRA has determined that the Grantee has complied with the requirements of this Agreement, the CRA shall make the appropriate payment within thirty (30) days of receipt of a written request for payment from the Grantee.

4. **Obligations of the Grantee.**

- a. The Grantee shall be current on its County and City taxes in order to receive disbursement of funds.
- b. The Grantee shall create or relocate jobs paying an average annual wage of \$62,230 or more, not including benefits, to the Property and shall maintain these jobs for a period of two (2) years following the Funding Termination Date. By September 30, 2027, the Grantee must provide to the CRA in writing a notarized summary of the positions that were incentivized and became vacant during the two year period following the Funding Termination Date. Grantee shall identify the positions that became vacant, the date vacated, and the date refilled. If a position remains vacant less than three (3) months, it will still be considered incentivized. If the Grantee fails to maintain the jobs for the two year period, they shall reimburse the CRA a prorated portion of the payment based on the actual time period the job was filled at the Property.

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

6. **Termination.**

- a. If the Grantee breaches any material term of this Agreement and such breach remains uncured for a period of thirty (30) days, the CRA may terminate the whole or any part of this Agreement and may pursue any and all legal remedies available to seek reimbursement of funds already paid.
- b. Before the CRA may exercise its right of termination, the CRA shall provide written notice to the Grantee of the breach or default and the

Grantee shall have thirty (30) days thereafter within which to cure the breach or default.

7. **Records.**

- a. The Grantee shall maintain personnel and financial records related to jobs, wages, and taxes paid which are the subject of this agreement for a two year period following the Funding Termination date.
- b. The CRA may review and verify the personnel and financial records and/or perform site visits to verify employment prior to disbursement of funds.

8. **Payment Procedures.** The CRA agrees to disburse the Grant to the Grantee on a reimbursement basis for expenses properly incurred under this Agreement. Payment shall be made in accordance with the following procedures:

a. **Request for Payment.** The payment request shall be in writing and presented to the CRA by the Grantee by September 30, 2025. Grantee shall submit a report to the CRA in the format provided in **Exhibit "B"** showing the actual number of jobs created and/or relocated, the time period in which the jobs were created and/or relocated, and the wages of the jobs created and/or relocated. The CRA reserves the right to refuse reimbursement in whole or in part for jobs that do not conform to the requirements contained in this agreement or are not filled by the Funding Termination Date.

9. **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.

10. **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.

11. **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: _____
Rosemary Wilsen, 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 _____, 2024.

FISHBACK DOMINICK, LLP

By: _____
Richard S. Geller, CRA Attorney

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

GRANTEE:

WESTGATE RERORTS, LTD, a Florida
Limited Partnership

By: _____

Title: _____

Date: _____

EXHIBIT "A"
WARRANTY DEED AND LEGAL DESCRIPTION

This instrument prepared by and
after recording return to:

Stephanie A. Yelenosky, Esq.
Greenspoon, Marder, Hirschfeld,
Rafkin, Ross & Berger, P.A.
135 W. Central Blvd., Suite 1100
Orlando, Florida 32801



Orange Co FL 1998-0246698
06/23/98 08:34:47am
OR Bk 5509 Pg 2698
Rec 10.50 DSC .70

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 10 day of June, 1998 by CENTRAL FLORIDA INVESTMENTS, INC., a Florida corporation, whose address is 5601 Windhover Drive, Orlando, Florida 32819, first party, to WESTGATE RESORTS, LTD., a Florida limited partnership, whose address is 5601 Windhover Drive, Orlando, Florida 32819, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That the said first party, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Orange, State of Florida, to-wit:

Begin at the Southwest corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 29, Township 22 South, Range 28 East, Orange County, Florida, run North 00 degrees 36 minutes 37 seconds West, along the West line of said Northeast Quarter of the Northwest Quarter of the Northwest Quarter, a distance of 165.05 feet to a point 420 feet South of the South Right-of-Way line of State Road 50, thence North 89 degrees 35 minutes 47 seconds East, parallel with said Right-of-Way 464.18 feet, thence run South 00 degrees 36 minutes 37 seconds East 795.15 feet to the North Right-of-Way line of Old Winter Garden Road Extension, thence run South 89 degrees 26 minutes 23 seconds West along said North Right-of-Way line 464.18 feet to the West line of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of said Section 29, thence run North 00 degrees 36 minutes 37 seconds West, 631.21 feet to the POINT OF BEGINNING.

TOGETHER WITH the rights of Grantor in and to those certain easements granted in Official Records Book 3160, Page 297 and in Official Records Book 3614, Page 2688, all of the Public Records of Orange County, Florida, which are appurtenant to the above-described property.

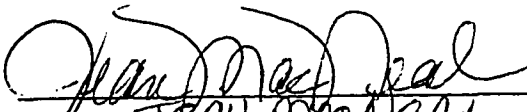
Recorded - Martha O. Haynie

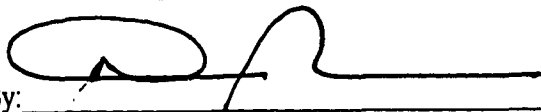
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

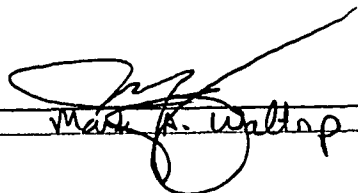
IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

CENTRAL FLORIDA INVESTMENTS, INC.,
a Florida corporation


Print Name: SEAN MCNEAL

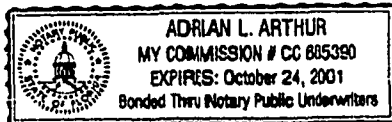
By: 
David A. Siegel, President


Print Name: Mark K. Walling

STATE OF FLORIDA }
 } ss:
COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me this 10th day of June, 1998 by **David A. Siegel, as President of Central Florida Investments, Inc., a Florida corporation, who is personally known to me or has produced** _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA



PROPERTY APPRAISER'S
PARCEL I.D. NO. 29-22-28-0000-00002

EXHIBIT "B"
REQUEST FOR PAYMENT REPORT

Payment Request - Incentive for Jobs Created at Westgate Resorts, LTD Located at 2801 Old Winter Garden Rd, Ocoee FL 34761 between ___/___/___ and ___/___/___			
Position/Job Title	Date Created/Filled	Annual Salary Not Including Benefits	Was Job Vacated?
			<input type="checkbox"/> NO <input type="checkbox"/> YES DATE REFILLED:
			<input type="checkbox"/> NO <input type="checkbox"/> YES DATE REFILLED:
			<input type="checkbox"/> NO <input type="checkbox"/> YES DATE REFILLED:
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Position/Job Title	Date Created/Filled	Annual Salary Not Including Benefits	Was Job Vacated?
			<input type="checkbox"/> NO <input type="checkbox"/> YES DATE REFILLED:
			<input type="checkbox"/> NO <input type="checkbox"/> YES DATE REFILLED:
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Position/Job Title	Date Created/Filled	Annual Salary Not Including Benefits	Was Job Vacated?
			<input type="checkbox"/> NO <input type="checkbox"/> YES DATE REFILLED:
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			<input type="checkbox"/> NO <input type="checkbox"/> YES DATE REFILLED:
			<input type="checkbox"/> NO <input type="checkbox"/> YES DATE REFILLED:
Total Positions: _____	X \$1,200	Payment Amount Requested: \$ _____	

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____ by _____ who is personally known to me, or has produced a _____ as identification.

Notary Public Signature

(Seal)

Notary's Printed Name

My Commission Expires: _____

Realizing ACHIEVEMENTS



FIFTY WEST

FY 2024-2025 ANNUAL BUDGET



healthy west orange wellness park



FIFTY
WEST

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

Board Members

Rosemary Wilsen Commissioner/CRA Chair	(407) 905-3112 office	rwilsen@ocoee.org
Scott Kennedy Commissioner/CRA Vice Chair	(407) 905-3112 office	skennedy@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
Philip Koovakada City Appointed CRA Board Member	(407) 296-1803 office	philip.koovakada@orlandohealth.com

Staff

Rob Frank City Manager/Executive Director	(407) 905-3100 x 1500 office	rfrank@ocoee.org
Craig Shadrix Assistant City Manager	(407) 905-3100 x 1081 office	craig.shadrix@ocoee.org
Mike Rumer Development Services Director	(407) 905-3100 x 1018 office	mrumer@ocoee.org
Ginger Corless CRA Administrator/ Deputy Dev. Services Director	(407) 905-3100 x 1028 office	vcorless@ocoee.org
Carolina Vaca Redevelopment Program Manager	(407) 905-3100 X 1027 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. 2024-002

A RESOLUTION OF THE OCOEE COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR FISCAL YEAR 2024-2025; 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 2024-2025. 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 2024-2025, 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 2024-2025. 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, 2024.

PASSED AND ADOPTED this 17th of September, 2024.

APPROVED:

ATTEST:

**OCOEE COMMUNITY
REDEVELOPMENT AGENCY**

Melanie Sibbitt, Secretary

Rosemary Wilsen, CRA Chair

(SEAL)

**FOR USE AND RELIANCE ONLY
BY THE OCOEE COMMUNITY
REDEVELOPMENT AGENCY,
APPROVED AS TO FORM AND LEGALITY**
This 17th day of September, 2024.

FISHBACK DOMINICK, LLP

By: _____
Richard S. Geller, City Attorney

EXHIBIT "A"



CRA Fund

This fund accounts for the activities within the City's Community Redevelopment Area.

Fifty West

Description

Established in 2006, the Ocoee Community Redevelopment District, now known as Fifty West, encompasses 1,070 acres along the State Road 50 corridor. The activities and programs offered within Fifty West are administered by the CRA; a seven-member board. The CRA Board consists of the five members of the Ocoee City Commission and two individuals appointed by the City Commission, one being nominated by Orange County.

The CRA Board implements City policy regarding redevelopment and the expenditure of funds received by the Agency from local taxing authorities. Redevelopment revenues are derived from incremental financing.

The CRA has the ability to implement programs and projects that local governments may not, such as leveraging local public funds with private dollars. The Community Redevelopment District is set to sunset in 2036; however, it may be extended to 2046 by local action. Any funds remaining in the CRA trust fund on the sunset date will be returned to the contributing taxing authorities.



**FIFTY
WEST**

Purpose

The purpose of the Ocoee Community Redevelopment Agency is to formulate a workable program using appropriate private and public resources to eliminate and prevent the development or spread of blighted areas within the Fifty West Redevelopment District consistent with the adopted Community Redevelopment Plan.

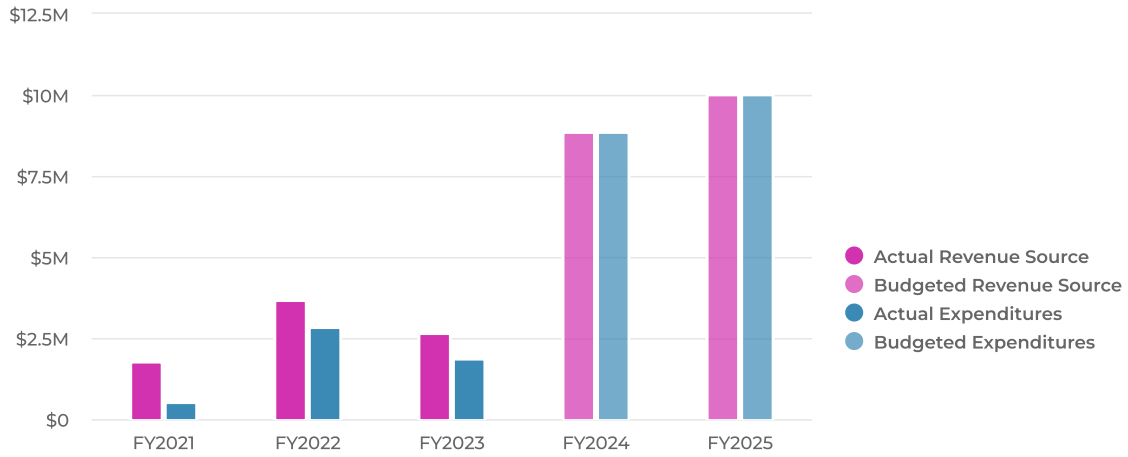
Fifty West is a vital component of the area and represents an opportunity for the City to revitalize the community with the creation of jobs, new infrastructure, beautification projects, new and redeveloped commercial, retail and housing options, and by improving the quality of life through lifestyle choices for residents and business owners. The Fifty West Community Redevelopment Plan and subsequent planning initiatives such as the Target Areas Special Development Plan provides solutions related to land use planning, infrastructure and services, land development regulations, economic development, and aesthetic design to improve the vitality of the Redevelopment District and promote Fifty West as a "destination place."

Vision Statement

The future for Ocoee's Fifty West Redevelopment District includes centers of vibrant, urban, mixed-use development that provides enhanced pedestrian and automobile connectivity, flexible land uses, a diverse economic base, a mix of housing types, a shared responsibility of infrastructure financing, public open space and parks, creating an enhanced image and contemporary development form.

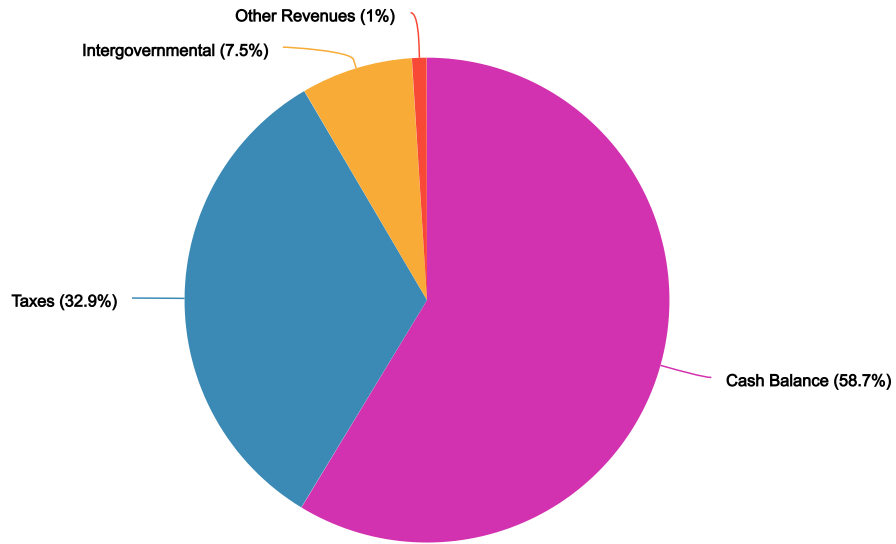
Summary

The CRA is projecting \$4.06M of grant and increment tax revenue in FY2025. Budget expenditures are projected to be \$10,064,799. This includes the \$8.8M for capital improvements that is shown under operating expense as "transfers out". A new fund 131 has been created to monitor CRA capital projects.

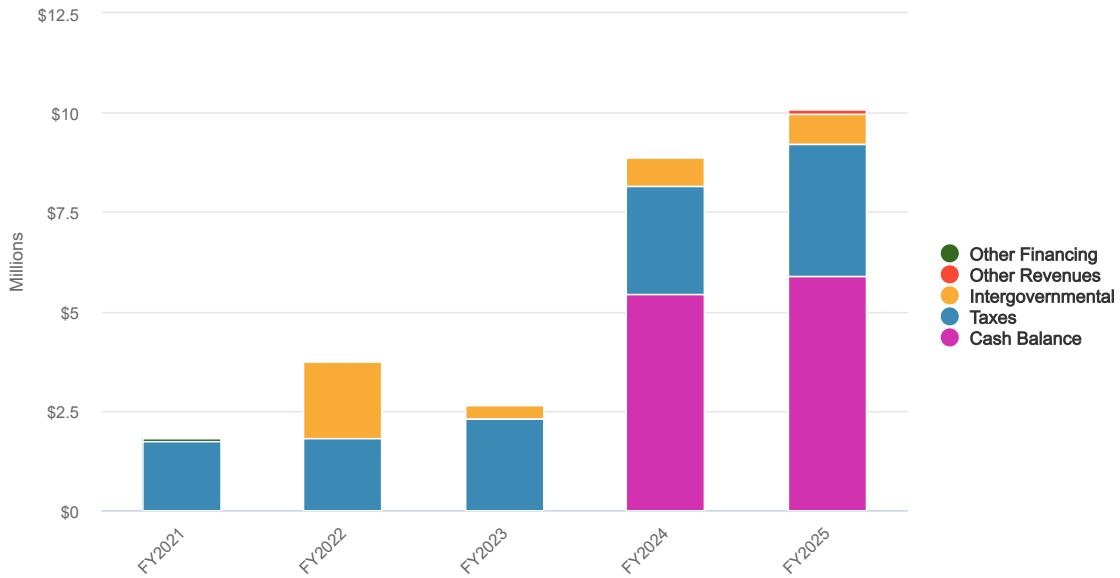


Revenues by Source

Projected 2025 Revenues by Source



Budgeted and Historical 2025 Revenues by Source

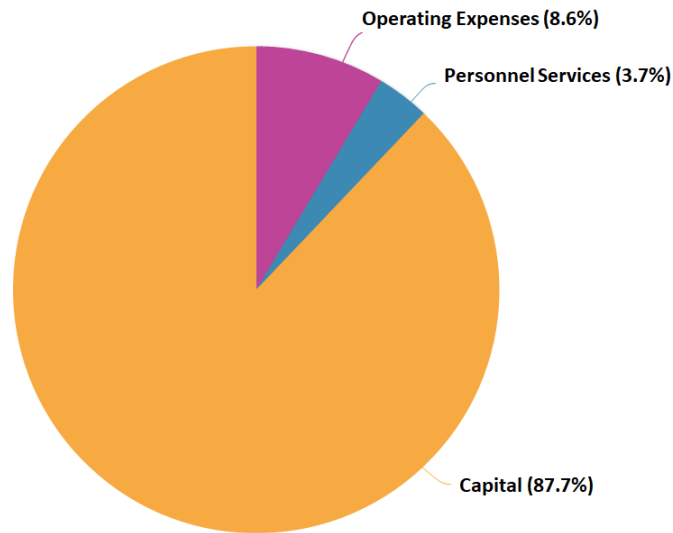


Name	Account ID	FY2022 Actual	FY2023 Actual	FY2024 Budgeted	FY2025 Tentative (CRA Fund)
Revenue Source					
Cash Balance					
BEGINNING CASH BALANCE	130-30-0000	\$0	\$0	\$5,455,247	\$5,905,201
Total Cash Balance:		\$0	\$0	\$5,455,247	\$5,905,201

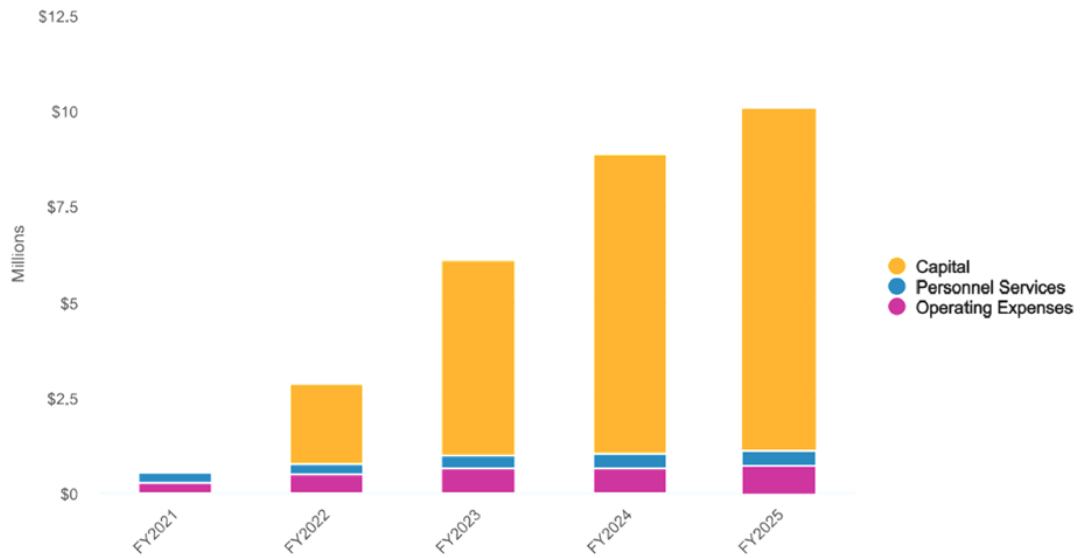
Name	Account ID	FY2022 Actual	FY2023 Actual	FY2024 Budgeted	FY2025 Tentative (CRA Fund)
Taxes					
COUNTY TAX INCREMENT CONTRIBUTION	130-31-1100	\$851,150	\$1,076,097	\$1,269,637	\$1,563,936
CITY TAX INCREMENT CONTRIBUTION	130-38-1100	\$969,245	\$1,237,539	\$1,417,165	\$1,745,662
Total Taxes:		\$1,820,395	\$2,313,636	\$2,686,802	\$3,309,598
Intergovernmental					
LOCAL GOVT GRANT - WEST ORANGE HEALTHCARE DIST	130-33-7300	\$1,904,384	\$345,616	\$750,000	\$750,000
Total Intergovernmental:		\$1,904,384	\$345,616	\$750,000	\$750,000
Other Revenues					
INTEREST EARNINGS	130-36-1100	\$0	\$16,738	\$0	\$99,945
Total Other Revenues:		\$0	\$16,738	\$0	\$99,945
Total Revenue Source:		\$3,724,779	\$2,675,989	\$8,892,049	\$10,064,744

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	Account ID	FY2022 Actual	FY2023 Actual	FY2024 Budgeted	FY2025 Tentative (CRA Fund)
Expense Objects					
Personnel Services					
CRA					
OTHER SERVICES	130-516-00-1101	\$3,231	\$3,429	\$3,591	\$3,591
REGULAR SALARIES	130-516-00-1200	\$208,572	\$228,259	\$301,073	\$246,315
FICA TAXES	130-516-00-2100	\$15,521	\$17,115	\$23,000	\$22,434
RETIREMENT CONTRIBUTIONS	130-516-00-2200	\$18,946	\$15,860	\$20,775	\$25,669
HEALTH INSURANCE	130-516-00-2300	\$33,952	\$35,748	\$30,000	\$71,328
LIFE INSURANCE	130-516-00-2301	\$791	\$864	\$1,200	\$1,145
DENTAL/VISION INSURANCE	130-516-00-2302	\$880	\$880	\$800	\$991
ACCIDENT/DISABILITY INSURANCE	130-516-00-2303	\$1,226	\$1,332	\$2,007	\$1,281
WORKERS' COMP INSURANCE	130-516-00-2400	\$1,345	\$599	\$538	\$483
Total CRA:		\$284,465	\$304,086	\$382,984	\$373,237
Total Personnel Services:		\$284,465	\$304,086	\$382,984	\$373,237
Operating Expenses					
CRA					
LEGAL FEES	130-516-00-3101	\$1,296	\$937	\$8,000	\$8,000
PROFESSIONAL SERVICES	130-516-00-3128	\$34,410	\$31,540	\$150,000	\$150,000
COUNTY CONTRIBUTION REBATE	130-516-00-3129			\$80,891	\$169,181
ACCOUNTING AUDITING	130-516-00-3200	\$5,000	\$5,900	\$6,000	\$6,000
CONTRACTUAL SERVICES	130-516-00-3400	\$204,086	\$158,845	\$275,000	\$275,000
TRAVEL EXPENSE	130-516-00-4000	\$20	\$1,231	\$6,659	\$6,659
TELEPHONE EXPENSE	130-516-00-4100	\$1,872	\$1,890	\$3,800	\$3,800
POSTAGE FREIGHT	130-516-00-4200	\$58	\$66	\$1,100	\$1,100
WATER EXPENSE	130-516-00-4301	\$25,126	\$25,736	\$40,000	\$40,000
PRINTING AND BINDING	130-516-00-4700	\$2,497	\$1,936	\$5,000	\$5,000
RESERVE FOR CONTINGENC	130-516-00-4900	\$22,984	\$0	\$50,000	\$50,000
ADMINISTRATION LEGAL ADS	130-516-00-4901	\$224	\$0	\$600	\$600

Name	Account ID	FY2022 Actual	FY2023 Actual	FY2024 Budgeted	FY2025 Tentative (CRA Fund)
MISCELLANEOUS	130-516-00-4902	\$716		\$0	\$0
OFFICE SUPPLIES	130-516-00-5100	\$275	\$841	\$1,400	\$1,400
POL SUPPLIES	130-516-00-5200	\$180	\$143	\$600	\$600
UNIFORMS	130-516-00-5201	\$183	\$177	\$275	\$275
Operating Supplies	130-516-00-5202	\$295	\$252	\$1,000	\$1,000
COPYING EXPENSE	130-516-00-5216	\$203	\$99	\$1,000	\$1,000
COMPUTER PERIPHERALS - SOFTWARE UNDER \$1000	130-516-00-5235	\$2,611	\$846	\$2,000	\$2,000
BOOKS-SUBSCRIPTIONS	130-516-00-5401	\$536	\$544	\$1,000	\$1,000
PROFESSIONAL DUES	130-516-00-5402	\$2,721	\$2,736	\$3,000	\$3,000
TRAINING EXPENSE	130-516-00-5405	\$1,550	\$3,265	\$7,000	\$7,000
COMMUNITY PROMOTIONS	130-516-00-8200	\$1,475	\$10,380	\$0	\$0
PUBLIC RELATIONS DEVELOPMENT	130-516-00-8205	\$338	\$249	\$8,000	\$7,500
GRANTS CONTRIBUTION	130-516-00-8210	\$171,967		\$0	\$127,200
TRANSFERS OUT *	130-516-00-9000			\$0	\$8,824,192
Total CRA:		\$480,623	\$247,614	\$652,325	\$9,691,507
Total Operating Expenses:		\$480,623	\$247,614	\$652,325	\$9,691,507
Capital					
CRA					
CAPITAL IMPROVEMENTS †	130-516-00-6302	\$2,091,621	\$1,346,664	\$7,856,740	\$0
Total CRA:		\$2,091,621	\$1,346,664	\$7,856,740	\$0
Total Capital:		\$2,091,621	\$1,346,664	\$7,856,740	\$0
Total Expense Objects:		\$2,856,708	\$1,898,364	\$8,892,049	\$10,064,744

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

† New Capital Improvements account 131-516-00-6302 is shown on following page.



Summary

Fund 131 is a newly created fund in FY2025 to monitor CRA capital projects. The "transfers in" amounting to \$8.8M represents the funding to budget the CRA capital expenditures.

CRA Capital Projects Comprehensive Summary

Name	Account ID	FY2025 Tentative (CRA Capital Projects)
Beginning Fund Balance:		N/A
Revenues		
Other Financing		
TRANSFERS IN	131-38-1000	\$8,824,192
<i>Transfers In - Capital Improvements</i>	<i>131-38-1000</i>	<i>\$8,824,192</i>
Total Other Financing:		\$8,824,192
Total Revenues:		\$8,824,192
Expenditures		
Capital		
General Government		
CAPITAL IMPROVEMENTS	131-516-00-6302	\$8,824,192
<i>Restricted for Capital *</i>	<i>131-516-00-6302</i>	<i>\$5,905,201</i>
<i>Old Winter Garden Rd/ Maguire Road Intersection Improvements</i>	<i>131-516-00-6302</i>	<i>\$390,498</i>
<i>Minor CRA Infrastructure Improvements</i>	<i>131-516-00-6302</i>	<i>\$78,447</i>
<i>S. Bluford Complete Street project</i>	<i>131-516-00-6302</i>	<i>\$2,450,046</i>
Total General Government:		\$8,824,192
Total Capital:		\$8,824,192
Total Expenditures:		\$8,824,192
Ending Fund Balance:		N/A

* Ongoing projects from FY23/24 that have funds allocated and will move forward in FY24/25

CRA 5-Year Capital Improvement Program (CIP)

FY 2024-2025 thru FY 2028-2029

Capital Projects	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Sum of 5 Years
	\$ 8,824,192	\$ 6,252,009	\$ 5,750,000	\$ 4,250,000	\$ 5,150,000	\$ 30,226,201
1 - Bluford Avenue Complete Street	\$7,345,127.52	\$ 6,002,009				\$ 13,347,137
Final engineering is nearing completion and permitting and easement acquisition underway. Expect to bid Spring of 2025 with construction to begin summer of 2025. \$2,450,046 from FY 25 Budget.	\$4,895,133.52 from FY24 Restricted for Capital					
2 - Minor CRA Infrastructure Improvements	\$ 198,447.00	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,198,447.00
Funds allocated will be used to make minor water, sewer, reclaim, roadway, sidewalk, and stormwater improvements within the CRA and within public ROW. \$78,447 from FY 25 Budget.	\$120,000 from FY24 Restricted for Capital					
3 - Maguire Road Phase 5	\$ 450,000.00					
Maguire Road Phase 5 includes the addition of lanes, sidewalks and landscaped medians, between Maine and Story. The ROW is in place and CDs have been completed; however, need to bring up to current standards. If additional funds are found, construction can begin in subsequent years. \$0 from FY 25 Budget.	\$450,000 from FY24 Restricted for Capital					
4 - Old Winter Garden/Maguire Intersection Improvements	\$ 830,617.00					
In FY 23, the City Commission approved The Regency. As part of the development agreement, the CRA is to reimburse the developer a portion of intersection improvements. \$390,498 from FY 25.	\$440,119 carried over from 2024 + \$390,498 from FY 25. Total budget is \$830,617					
5 - N. Blackwood Ave. Streetscape & Roundabouts	\$ -		\$ 2,500,000			\$ 2,500,000.00
This project is in the final design phase. We will need to acquire ROW clips from 3 parcels. Construction will not be programmed until construction is nearing completion at City Center, being that N. Blackwood Avenue will be used as the construction entrance to City Center from SR 50.	\$0 from FY 2025					
6 - Old Winter Garden Road Extension	\$ -		\$ 3,000,000	\$ 4,000,000	\$ 3,000,000	\$ 10,000,000.00
This project includes working with property owners to construct a roadway extension connecting Old Winter Garden Road, where it will end on the western side of the Regency, north to Economic Court at SR 50. The roadway improvements includes on-street parking, wide walks, landscaping, and stormwater management for the project.	\$0 from FY 2025					
7 - Story Road Widening	\$ -				\$ 950,000	\$ 18,000,000.00
This project has been identified to improve roadway capacity.	\$0 from FY 2025					
Acquisitions	\$ -					\$ -
May be used to pay for property appraisals, assessments and acquisition within the CRA.	\$0 from FY 2025					
Maine Street Park Signage & Amenities	\$ -					\$ -
Project is being removed due status of City Center.	\$0 from FY 2025					
	\$ 8,824,191.52	\$ 6,252,009	\$ 5,750,000	\$ 4,250,000	\$ 5,150,000	\$ 30,226,200.99



FIFTY WEST

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ocoecra.com



**FIFTY
WEST**

MEMORANDUM

TO: Ocoee Community Redevelopment Agency (CRA)
FROM: Ginger Corless, CRA Administrator/Acting Development Services Director
DATE: September 9, 2024
RE: Proposed City of Ocoee CRA Meeting Schedule for FY 2024-2025

Pursuant to the Bylaws of the CRA, below are possible dates to be considered for the four (4) required meetings for Fiscal Year 2024-2025. Please be prepared to adopt these dates or provide alternate meeting dates for consideration at the September 17, 2024 CRA Board Meeting.

1. Meeting #1:

Tuesday, December 3, 2024 at 5:00 p.m. (before City Commission meeting)

2. Meeting #2:

Tuesday, March 4, 2025 at 5:00 p.m. (before City Commission meeting)

3. Meeting #3:

Tuesday, June 3, 2025 at 5:00 p.m. (before City Commission meeting)

4. Meeting #4:

Tuesday, September 16, 2025 at 5:00 p.m. (before City Commission Meeting)

Staff requests adoption of FY 2024-2025 meeting calendar as printed or as modified at the September 17, 2024 CRA Board Meeting.