



AB

The regular meeting of the Community Redevelopment Agency Advisory Board was held on Wednesday, January 20, 2016 at City Hall, 400 South Orange Avenue, City Hall, Second Floor, Agenda Conference Room, 400 South Orange Avenue, Orlando, Florida. Chair Doug Taylor called the meeting to order at 3:00 p.m., noting a quorum was present.

MEMBERS PRESENT: Doug Taylor, Chair
Wendy Connor, Vice Chair
Roger Chapin
Bill Dymond
Jessica Burns
Terry Delahunty
Commissioner Ted Edwards

STAFF PRESENT: Thomas C. Chatmon, Jr., Executive Director
Walter Hawkins, Director of Urban Development
David Barilla, Assistant Director
Christel Brooks, Administrative Specialist
Shaniqua Rose, Board Secretary
Mercedes Blanca, Economic Development Coordinator
Kelly Allen, Marketing and Communications Coordinator
Rose Garlick, Downtown Information Center Manager
Stacey Adams, Assistant City Attorney
Brian Battles, Deputy Chief Financial Officer
Christopher McCullion, Deputy Chief Financial Officer

Approval of Minutes - A motion was made by Terry Delahunty and seconded by Roger Chapin to approve the minutes of the December 9, 2015 CRA Advisory Board meeting. The motion carried unanimously.

Public Comment:

Jonathan Blount recognized the Downtown Development Board and staff members for their help with the Street Team Movement's "Hands and Feet to the Streets" event that was recently involved with. The Board thanked Mr. Blount for his input.

Lawanna Gelzer expressed concerns related to the Soccer Stadium property sale and Constitution Green property acquisition. The Board thanked Ms. Gelzer for her input.

New Business:

- a. **Budget Amendment One** – Thomas C. Chatmon, Executive Director, explained the proposed amendment to the 2015-2016 Community Redevelopment Agency budget which includes additional revenue and expenses as specified in the Resolution.

The Board wanted to know the amount that would be left in project reserves after the proposed allocations and whether the projects in the DTOutlook have been prioritized.

Brian Battles stated that that there would be approximately \$3.4 million left in project reserves. Mr. Chatmon explained that staff is working on several initiatives from the DTOutlook, but no formal prioritization plan has been drafted.

Staff requested the CRA Advisory Board recommend the CRA approve the Community Redevelopment Agency Budget Resolution One, amending the 2015-2016 CRA budget to include the changes stated in the Resolution and authorization of expenditures in accordance with such revised budget.

A motion was made by Wendy Connor and seconded by Bill Dymond to recommend the CRA approve the Community Redevelopment Agency Budget Resolution One, amending the 2015-2016 CRA budget to include the changes stated in the Resolution and authorization of expenditures in accordance with such revised budget. The motion carried unanimously.

- b. **City/CRA Constitution Green Agreement** – Thomas C. Chatmon Jr., Executive Director explained that Project DTO-Advancing Downtown Orlando was initiated in April 2014 as a comprehensive visioning process to formulate the next chapter of Downtown Orlando's evolution. The process emphasized significant public and stakeholder outreach and engaged two volunteer stakeholder groups to guide in development of the Project DTO work products, including DTOutlook, the 2015 Update to the Downtown Orlando Community Redevelopment Area Plan ("Redevelopment Plan"). One of the key findings was the need for green space within the Downtown Orlando CRA. An entire section of the Redevelopment Plan is devoted to addressing parks and open space, with the need to create and enhance open spaces within the CRA noted as an opportunity for the CRA to seize upon. Similarly, the importance of tree canopy within the CRA was noted in discussion as well as in the Redevelopment Plan. The opportunity to create signature gateways and entrances into Downtown is also discussed in the Redevelopment Plan, with the property known as Constitution Green located at Summerlin Avenue and South Street being noted as a potential gateway to Downtown on the South Eola Planning District map.

Under 163.400(d), Florida Statutes, the CRA, as a public body, may provide funds to the City for the purpose of aiding in the undertaking or carrying out of community redevelopment. By approval of the attached Agreement, pursuant to section 163.400(d), and in accordance with the Redevelopment Plan, the CRA would provide the City with \$3,343,000 to be used towards purchase of the property known as Constitution Green for such land to be used as a City Park within the CRA. While Constitution Green has been green space within the CRA for some time, development of the site has

been recently proposed. Purchase of the property by the City provides public ownership that enables the City and CRA to ensure its use as open space within the Downtown Orlando CRA.

The Board wanted to know if there is an ordinance in place that would stop the removal of the historic tree on the site. Mr. Chatmon responded, to his knowledge there is currently no ordinance that would prevent the tree from being removed and in previous meetings with developers for the site they proposed projects with and without the tree.

Bill Dymond declared a conflict.

Staff requested the CRA Advisory Board recommend the CRA approve the attached Agreement between the City and the CRA, subject to the review and approval of the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Agreement.

A motion was made by Terry Delahunty and seconded by Wendy Connor to recommend the CRA approve the attached Agreement between the City and the CRA, subject to the review and approval of the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Agreement. The motion carried **6-0**, with Bill Dymond abstaining.

- c. **City/CRA Soccer Stadium Site Agreement** - Thomas C. Chatmon Jr., Executive Director – The 2014 amendment to the Downtown Orlando Community Redevelopment Area Plan ("Redevelopment Plan") highlights the addition of a Major League Soccer Stadium to the Downtown Orlando Community Redevelopment Area ("Area"). The Site for the Stadium ("Site") has been determined, and the City is the predominant landowner of the Site, with the CRA owning a portion of the Site ("CRA Parcel"). In accordance with this Agreement, the CRA will convey the CRA Parcel to the City to be sold with the City owned parcels to Orlando Soccer Stadium, LLC ("OSS") for construction of the Soccer Stadium. Upon sale of the Site to OSS, the City will provide the CRA with \$2,000,000.00 for the CRA Parcel.

Notice of disposition of the property in accordance with section 163.380, Florida Statutes, was published in the Orlando Sentinel on August 7, 2015.

The Board inquired about the negotiations for the property sale and asked that the CRA be reimbursed the original closing costs incurred when the CRA purchased the land. Mr. Chatmon explained that the City's real estate department handled the negotiations for the land and that the closing costs of \$22,302.50 could be added to the agreement.

Staff requested the CRA Advisory Board recommend the CRA approve the attached Agreement between the City and the CRA, subject to the review and approval of the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Agreement.

A motion was made by Terry Delahunty and seconded by Roger Chapin to recommend the CRA approve the attached Agreement between the City and the CRA, subject to the review and approval of the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Agreement. Bill Dymond made a friendly amendment to the motion that the original closing

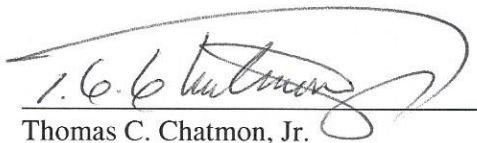
costs in the amount of \$22,302.50 also be paid to the CRA from the City once the Soccer Stadium site is sol. The motioners accepted the friendly amendment and the motion carried unanimously.

Date of Next Meeting

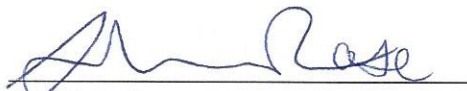
The next scheduled meeting of the Community Redevelopment Agency Advisory Board is Wednesday, February 24, 2016, 3:00 p.m., at City Hall, Sustainability Conference Room, on the Second Floor.

Adjournment

There being no further business to come before the Community Redevelopment Agency Advisory Board, Chairman Doug Taylor adjourned the meeting at 3:40 p.m.



Thomas C. Chatmon, Jr.
Executive Director



Shaniqua Rose
Board Secretary

CRA #4

**CITY OF ORLANDO
COUNCIL AGENDA ITEM****Items Types:**Community Redevelopment Agency
(CRA)**District:****Contract ID:**

Exhibits: Yes

Grant Received by City?: No

For Meeting of:

January 25, 2016

From:**Document Number:**

On File (City Clerk) : Yes

Draft Only: No

Subject:

Budget Amendment and Resolution One

Summary:

The proposed amendments to the 2015-2016 Community Redevelopment Agency budget include additional revenue and expenses as specified in the Resolution.

On January 20, 2016 CRA Advisory Board recommended the CRA approve of the Community Redevelopment Agency Budget Resolution One, amending the 2015-2016 CRA budget to include the changes stated in the Resolution and authorization of expenditures in accordance with such revised budget.

Approval of the Community Redevelopment Agency Budget Resolution One, amending the 2015-2016 CRA budget to include the changes stated in the Resolution and authorization of expenditures in accordance with such revised budget.

Fiscal & Efficiency Data:**Recommended Action:**

Approval of the Community Redevelopment Agency Budget Resolution One, amending the 2015-2016 CRA budget to include the changes stated in the Resolution and authorization of expenditures in accordance with such revised budget.

Agenda Item attachment(s) on file in the City Clerks Office.

Note: All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.

Contact:**Approved By:****Department****Date and Time**City Council Meeting: 1-25-16
Item: 4-4 Documentary: 160125404**ATTACHMENTS:**

**BUDGET RESOLUTION ONE OF THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF ORLANDO AMENDING THE BUDGET FOR THE
FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30,
2016; APPROVING ALLOCATION OF FUNDING FOR SPECIFIC PROJECTS
AND LINE ITEMS; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on September 14, 2015, the Community Redevelopment Agency ("CRA") approved, by resolution, a budget for Fiscal year 2015-2016; and

WHEREAS, upon a review of the approved CRA budget for Fiscal Year 2015-2016, the CRA desires to increase the funding for Fiscal Year 2015-2016 for the various programs; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO:

SECTION 1: The Community Redevelopment Agency does hereby amend its budget for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016, to include the following changes:

Revenues

CRA Reserve Allocation	\$2,430,000	CRA0005_C
Other Revenue	<u>\$2,000,000</u>	CRA0005_C
Total Revenues	\$4,430,000	

Expenses

Contingency	(\$200,000)	CRA0005_C
Salaries & Benefits	\$50,000	CRA0002_C
Professional Services and Agreements	\$150,000	CRA0015_P
(Façade Grant)		
Contingency	(\$625,622)	CRA00002_P
(Division Corridor)		
Contingency	\$625,622	CRA0007_P
(Parramore Housing Initiative)		
Contingency	(\$850,059)	CRA0012_P
(Carver Square)		
Professional Services and Agreements	(\$687,291)	CRA0005_P
(Downtown Task Force)		
Professional Services and Agreements	\$4,967,350	CRA0017_P
(DTO Implementation)		
Professional Services and Agreements	\$500,000	CRA0011_P
(Downtown Lighting)		
Professional Services and Agreements	<u>\$500,000</u>	CRA0014_P
(Streetscape Matching)		
Total Expenses	\$4,430,000	

City Council Meeting: 1.25-16
4-4 Documentary: 16012-5404

SECTION 2: This budget amendment is adopted in accordance with Section 189.418, Florida Statutes (2014).

SECTION 3: The budget for Fiscal Year 2015-2016 adopted by the Community Redevelopment Agency on September 14, 2015 shall otherwise remain in full effect as shall the terms of the resolution adopting such budget.

SECTION 4: This resolution shall take effect immediately upon its adoption by the CRA.

ADOPTED at a regular meeting of the Community Redevelopment Agency this 25th day of January, 2016.

ATTEST:

By:

I.C. Chatham
Executive Director

CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY

By:

Bobby Dyer
Chairman

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE
OF THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF
ORLANDO, ONLY.

February 3, 2016.
James G. O.
Assistant City Attorney

ORA #5

**CITY OF ORLANDO
COUNCIL AGENDA ITEM****Items Types:**Community Redevelopment Agency
(CRA)**District:** 4**Contract ID:****Exhibits:** Yes**Grant Received by City?:** No**For Meeting of:**

January 25, 2016

From:**Document Number:****On File (City Clerk) :** Yes**Draft Only:** No**Subject:**

Agreement between the City and CRA related to purchase of land known as Constitution Green

Summary:

Project DTO-Advancing Downtown Orlando was initiated in April 2014 as a comprehensive visioning process to formulate the next chapter of Downtown Orlando's evolution. The process emphasized significant public and stakeholder outreach and engaged two volunteer stakeholder groups to guide in development of the Project DTO work products, including DTO Outlook, the 2015 Update to the Downtown Orlando Community Redevelopment Area Plan ("Redevelopment Plan"). One of the key findings was the need for green space within the Downtown Orlando CRA. An entire section of the Redevelopment Plan is devoted to addressing parks and open space, with the need to create and enhance open spaces within the CRA noted as an opportunity for the CRA to seize upon. Similarly, the importance of tree canopy within the CRA was noted in discussion as well as in the Redevelopment Plan. The opportunity to create signature gateways and entrances into Downtown is also discussed in the Redevelopment Plan, with the property known as Constitution Green located at Summerlin Avenue and South Street being noted as a potential gateway to Downtown on the South Eola Planning District map.

Under 163.400(d), Florida Statutes, the CRA, as a public body, may provide funds to the City for the purpose of aiding in the undertaking or carrying out of community redevelopment. By approval of the attached Agreement, pursuant to section 163.400(d), and in accordance with the Redevelopment Plan, the CRA would provide the City with \$3,343,000 to be used towards purchase of the property known as Constitution Green for such land to be used as a City Park within the CRA. While Constitution Green has been green space within the CRA for some time, development of the site has been recently proposed. Purchase of the property by the City provides public ownership that enables the City and CRA to ensure its use as open space within the Downtown Orlando CRA.

On January 20, 2016 the CRA Advisory Board recommended the CRA approve the attached Agreement between the City and the CRA, subject to the review and approval of the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Agreement.

Approval of the attached Agreement between the City and the CRA, subject to the review and approval of the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Agreement.

City Council Meeting: 1-25-16
Item: 4-5 Documentary 160125405**Fiscal & Efficiency Data:**

Recommended Action:

Approval of the Agreement between the City and the CRA, in substantially the form attached hereto and subject to the review and approval of the City Attorney's Office, and authorization for the Mayor and City Clerk to execute the Agreement.

Agenda Item attachment(s) on file in the City Clerks Office.

Note: All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.

Contact:**Approved By:****Department**

Budget Outside Routing Approval
Real Estate and Finance Attorney

Date and Time

1/15/2016 9:36 AM
1/15/2016 9:52 AM

ATTACHMENTS:

Name:	Description:	Type:
<input type="checkbox"/> <u>Constitution Green FIS.doc</u>	Constitution Green FIS	Backup Material
<input type="checkbox"/> <u>Constitution Green CRA City Agreement.pdf</u>	CRA/City Agreement-Constitution Green	Backup Material

"Enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner."

FISCAL IMPACT STATEMENT

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and continuing costs in future years. Include all related costs necessary to place the asset in service.

1. DESCRIPTION: Approval of Agreement between the City and CRA related to purchase of land known as Constitution Green.

COSTS:

2. Does the acceptance of this action require the hiring of additional or new personnel or the use of overtime?
☐ Yes ☒ No (if Yes, include all personnel costs below).

3. Is the action funded in the current year budget and/or through reallocation of existing Department resources?
☒ Yes ☐ No If No, how will this item be funded? _____

Did this item require BRC action? ☒ Yes ☐ No If Yes, BRC Date: 01/12/2016 BRC Item #: BA16-25

4. This item will be charged to Fund/Dept/Program/Project: 1250_F/CRA0017_P.

5.	(a) Current Year Estimate	(b) Next Year Annualized	(c) Annual Continuing Costs Thereafter
Personnel	\$0	\$	\$
Operating	3,343,000		
Capital	—	—	—
Total	<u>\$3,343,000</u>	<u>—</u>	<u>—</u>

6. If costs do not continue indefinitely, explain nature and expiration date of costs: The CRA shall pay the City for the property in the amount of \$3,343,000.

7. OTHER COSTS

(a). Are there any future costs, one-time payments, lump sum payments, or other costs payable for this item at a later date that are **not** reflected above: ☐ Yes ☒ No

(b) If yes, by Fiscal Year, identify the dollar amount and year payment is due: \$ 0 Payment due date N/A

(c) What is the nature of these costs: N/A

REVENUE:

8. What is the estimated increase in "valuation" added to the tax rolls? \$ 0. Tax roll increase is:
☐ real property, ☐ tangible personal property, ☐ other (identify _____).

9. What is source of the revenue and the estimated annual recurring revenue? Source: \$ _____

10. If non-recurring, what is the estimated Fiscal Year and amount of non-recurring revenue that will be realized? Source _____ Fiscal year _____ \$ — non-recurring revenue

11. What is the Payback period? N/A years

12. JUSTIFICATION: Document justification for request. Include anticipated economies or efficiencies to be realized by the City, including reductions in personnel or actual cost (cash flow) reductions to be realized in your budget. Under 163.400(d), Florida Statutes, the CRA, as a public body, may provide funds to the City for the purpose of aiding in the undertaking or carrying out of community redevelopment. By approval of the attached Agreement, pursuant to section 163.400(d), and in accordance with the Redevelopment Plan, the CRA would provide the City with \$3,343,000 to be used towards purchase of the property known as Constitution Green for such land to be used as a City Park within the CRA. While Constitution Green has been green space within the CRA for some time, development of the site has been recently proposed. Purchase of the property by the City provides public ownership that enables the City and CRA to ensure its use as open space within the Downtown Orlando CRA.

13. APPROVED: Thomas Chatmon. (Submitting Director or authorized Division Mgr **Only**)

CITY/CRA CONSTITUTION GREEN AGREEMENT

THIS AGREEMENT is effective as of this 25th day of January 2016 and is made and entered into by and between the City of Orlando, Florida, a municipal corporation (hereinafter referred to as "the CITY"), and the Community Redevelopment Agency for the City of Orlando, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as "CRA").

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

WHEREAS, the City Council initially adopted a community redevelopment plan on July 12, 1982, which has most recently been amended on May 4, 2015, pursuant to resolution of City Council (the "Redevelopment Plan"); and

WHEREAS, §163.400, Florida Statutes encourages cooperation by public bodies, such as the CRA and City, in carrying out redevelopment within community redevelopment areas; and

WHEREAS, one of the chapters of the 2015 amendment to the Redevelopment Plan is devoted to addressing parks and open space and one of the specific goals of the Redevelopment Plan is to create and enhance open space within the Downtown Orlando Community Redevelopment Area ("Area"); and

WHEREAS, the Redevelopment Plan notes the need for and importance of a tree canopy and shade within the Area; and

WHEREAS, the Redevelopment Plan discusses the opportunity to create gateways and entrances into Downtown Orlando; and

WHEREAS, the approximately 1.87 acres of property known as Constitution Green, bounded by South Street, Summerlin Avenue, Jackson Street, and South Eola Drive, ("Property") provides a full city block of open space and significant tree canopy within the Area; and

WHEREAS, the Redevelopment Plan notes the Property as an open space gateway opportunity to the Area on the South Eola Planning District map; and

WHEREAS, the City is entering into a contract to purchase the Property from its current owner; and

WHEREAS, the City intends to operate the Property as a City Park; and

WHEREAS, the CRA agrees to provide the City with a one-time payment of \$3,343,000 towards the purchase of the Property for use as open space/park space; and

WHEREAS, the achievement of the CRA's goals through this funding serves an important and valid public purpose.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and City agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if fully set out below.

2. Funding. Subject to the City's compliance with the conditions contained in section 3 below, the CRA shall provide the City with funding in the amount of three million three hundred forty three thousand dollars (\$3,343,000.00) to be paid towards costs of purchasing the Property.

3. Conditions to Funding. The CRA shall not be obligated to provide the funding provided for herein unless the City meets the following conditions at all times during the term of this agreement:

A. The City shall enter into a contract to purchase the Property and complete such purchase.

B. The City shall operate the Property as a City Park or open space.

4. Records. CITY and CRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by CRA and shall be kept for a period of three (3) years after the date of the last payment made under this Agreement.

5. Default. The City's failure to comply with either of the Conditions of Funding contained in section 3 above shall be a default and breach of this Agreement by the City, and shall entitle the CRA to immediately seek repayment of all or a portion of the funding contemplated herein to the City and to terminate this Agreement upon ten (10) days written notice to the City.

6. Continued Cooperation. This Agreement assumes the close coordination and cooperation between the CRA and City regarding the purchase of the property and operation of the property as a City park or open space.

7. Term and Termination. This Agreement shall take effect January 25, 2016, and shall continue in effect unless and until the City stops using the Constitution Green property as Park or open space, or unless terminated by the mutual agreement of the parties.

8. Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the parties as set forth in Section 768.28, Florida Statutes.

9. Assignments and Amendments.

A. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CRA or CITY, without the prior written consent of the other party.

B. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice:

CITY: Chief Financial Officer
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

With a copy to:

City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

CRA: Community Redevelopment Agency for the
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801
Attention: Executive Director

With a copy to:

City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

11. Third Party Beneficiary. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor cause of action, shall accrue to or for the benefit of any third party.

12. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14. Governing Law. This Agreement shall be governed by the law of the State of Florida with venue lying in Orange County.

15. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from

the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CITY OF ORLANDO

By: Buddy Dyer
Mayor

ATTEST:

Chute SB
City Clerk

APPROVED AS TO FORM AND LEGALITY
for use and reliance of the City of Orlando only.

Steven J. O., 2016
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1 day of February, 2016, Buddy Dyer and Chute SB, Mayor and City Clerk, respectively, of the City of Orlando. They are personally known to me or have produced _____ as identification.



Carolyn Skuta
Notary Public: _____
My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

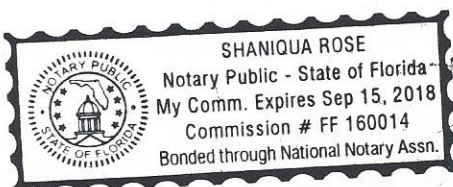
By: Buddy Dyer
Buddy Dyer, Chairman

Attest:

Thomas C. Chatmon, Jr.
Thomas C. Chatmon, Jr., Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

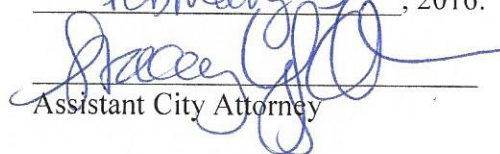
The foregoing instrument was acknowledged before me this 3 day of February, 2016, by Buddy Dyer and Thomas C. Chatmon, Jr., the Chairman and Executive Director respectively, of the Community Redevelopment Agency of the City of Orlando, on behalf of the Agency. They are personally known to me or have produced _____ as identification.



Shaniqua Rose
Notary Public: _____
My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the CRA only.

February 3, 2016.


Assistant City Attorney

CITY OF ORLANDO COUNCIL AGENDA ITEM

CRA #6

Items Types:Community Redevelopment Agency
(CRA)**For Meeting of:**

January 25, 2016

District: 5**From:****Contract ID:****Document Number:****Exhibits:** Yes**On File (City Clerk) :** Yes**Draft Only:** No**Grant Received by City?:** No**Subject:**

Agreement between the City and CRA related to conveyance of parcel of CRA owned land located within the Soccer Stadium Site

Summary:

The 2014 amendment to the Downtown Orlando Community Redevelopment Area Plan ("Redevelopment Plan") highlights the addition of a Major League Soccer Stadium to the Downtown Orlando Community Redevelopment Area ("Area"). The Site for the Stadium ("Site") has been determined, and the City is the predominant landowner of the Site, with the CRA owning a portion of the Site ("CRA Parcel"). In accordance with this Agreement, the CRA will convey the approximately 1.47 acre CRA Parcel to the City to be sold with the City owned parcels to Orlando Soccer Stadium, LLC ("OSS") for construction of the Soccer Stadium. Upon sale of the Site to OSS, the City will provide the CRA with \$2,022,302.50 for the CRA Parcel.

Notice of disposition of the property in accordance with section 163.380, Florida Statutes, was published in the Orlando Sentinel on August 7, 2015.

On January 20, 2016 the CRA Advisory Board recommended the CRA approve the attached Agreement between the City and the CRA, subject to the review and approval of the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Agreement.

Approval of the attached Agreement between the City and the CRA, subject to the review and approval of the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Agreement.

Fiscal & Efficiency Data:**Recommended Action:**

Approval of the Agreement between the City and the CRA, in substantially the form attached hereto and subject to the review and approval of the City Attorney's Office, and authorization for the Mayor and City Clerk to execute the Agreement.

Agenda Item attachment(s) on file in the City Clerks Office.

Note: All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.

Contact:

Approved By:

Department

Budget Outside Routing Approval
Real Estate and Finance Attorney
City Clerk

Date and Time

1/15/2016 9:43 AM
1/15/2016 9:57 AM
1/15/2016 10:17 AM

ATTACHMENTS:

Name:	Description:	Type:
<input type="checkbox"/> Soccer Stadium Site CRA City Agreement- post_craab_meeting_version.docx	Soccer Stadium Agreement	Backup Material
<input type="checkbox"/> Soccer Stadium FIS.pdf	Soccer Stadium Site FIS	Backup Material

"Enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner."

FISCAL IMPACT STATEMENT

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and continuing costs in future years. Include all related costs necessary to place the asset in service.

1. DESCRIPTION: Approval of Agreement between the City and CRA related to conveyance of parcel of land within Soccer Stadium Site.

COSTS:

2. Does the acceptance of this action require the hiring of additional or new personnel or the use of overtime?
☐ Yes ☒ No (if Yes, include all personnel costs below).

3. Is the action funded in the current year budget and/or through reallocation of existing Department resources:
☐ Yes ☐ No If No, how will this item be funded? _____

Did this item require BRC action? ☐ Yes ☒ No If Yes, BRC Date: _____ BRC Item #: _____

4. This item will be charged to Fund/Dept/Program/Project: 1250_F/CRA0005_C.

	(a) Current Year Estimate	(b) Next Year Annualized	(c) Annual Continuing Costs Thereafter
5. Personnel	\$0	\$	\$
Operating			
Capital			
Total	<u>\$0.</u>	<u></u>	<u></u>

6. If costs do not continue indefinitely, explain nature and expiration date of costs: N/A

7. OTHER COSTS

(a). Are there any future costs, one-time payments, lump sum payments, or other costs payable for this item at a later date that are **not** reflected above: ☐ Yes ☒ No

(b) If yes, by Fiscal Year, identify the dollar amount and year payment is due: \$ 0 Payment due date N/A

(c) What is the nature of these costs: N/A

REVENUE:

8. What is the estimated increase in "valuation" added to the tax rolls? \$ 0. Tax roll increase is:
☐ real property, ☐ tangible personal property, ☐ other (identify _____).

9. What is source of the revenue and the estimated annual recurring revenue? Source: \$ _____

10. If non-recurring, what is the estimated Fiscal Year and amount of non-recurring revenue that will be realized? Source Fiscal year 2015/16 \$2,022,302.50 non-recurring revenue

11. What is the Payback period? N/A years

12. JUSTIFICATION: Document justification for request. Include anticipated economies or efficiencies to be realized by the City, including reductions in personnel or actual cost (cash flow) reductions to be realized in your budget. The 2014 amendment to the Downtown Orlando Community Redevelopment Area Plan ("Redevelopment Plan") highlights the addition of a Major League Soccer Stadium to the Downtown Orlando Community Redevelopment Area ("Area"). The Site for the Stadium ("Site") has been determined, and the City is the predominant landowner of the Site, with the CRA owning a portion of the Site ("CRA Parcel"). In accordance with this Agreement, the CRA will convey the CRA Parcel to the City to be sold with the City owned parcels to Orlando Soccer Stadium, LLC ("OSS") for construction of the Soccer Stadium. Upon sale of the Site to OSS, the City will provide the CRA with \$2,022,302.50 for the CRA Parcel.

13. APPROVED: Thomas Chatmon. (Submitting Director or authorized Division Mgr **Only**)

CITY/CRA SOCCER STADIUM SITE AGREEMENT

THIS AGREEMENT is effective as of this 25th day of January 2016 and is made and entered into by and between the City of Orlando, Florida, a municipal corporation (hereinafter referred to as "the CITY"), and the Community Redevelopment Agency for the City of Orlando, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as "CRA").

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

WHEREAS, the City Council initially adopted a community redevelopment plan on July 12, 1982, which has most recently been amended on May 4, 2015, pursuant to resolution of City Council (the "Redevelopment Plan"); and

WHEREAS, §163.400, Florida Statutes encourages cooperation by public bodies, such as the CRA and City, in carrying out redevelopment within community redevelopment areas; and

WHEREAS, the 2014 amendment to the Redevelopment Plan contemplates the construction of a Major League Soccer Stadium within the Downtown Orlando Community Redevelopment Area ("Area"); and

WHEREAS, the location of the soccer stadium site within the Area has been determined and consists of numerous parcels owned by the City ("City Parcels") and an approximately 1.47 acre parcel (Lot 2, Block A of Parramore Heritage Park, located at 701 W. Church Street) owned by the CRA ("CRA Parcel"), collectively the "Soccer Stadium Site"; and

WHEREAS, the City is entering into a contract with Orlando Soccer Stadium, LLC ("OSS") for OSS to purchase the approximately 11.8 acre Soccer Stadium Site; and

WHEREAS, the CRA agrees to provide the City with title to the CRA Parcel to be conveyed to OSS with the City Parcels; and

WHEREAS, the CRA paid \$2,000,000.00 as the purchase price for the CRA Site and incurred an additional \$22,302.50 in closing costs related to the purchase of the CRA Site, and the City agrees to provide the CRA with \$2,022,302.50 in exchange for title to the CRA Parcel following conveyance of the City Parcels and CRA Parcel to OSS; and

WHEREAS, the achievement of the CRA's goals through this serves an important and valid public purpose.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and City agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if fully set out below.

2. Conveyance. Within ten (10) days of execution of this Agreement, the CRA shall provide the City with title to CRA Parcel. The City shall enter into a contract with OSS to sell the Soccer Stadium site to OSS and upon completion of such sale, shall provide the CRA with Two Million Twenty Two Thousand Three Hundred and Two Dollars and Fifty Cents (\$2,022,302.50).

3. Records. CITY and CRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by CRA and shall be kept for a period of three (3) years after the date of the last payment made under this Agreement.

4. Default. The City's failure to complete the sale to OSS shall be a default and breach of this Agreement by the City, and shall entitle the CRA to immediately seek conveyance of the CRA Parcel back to the CRA. If the sale to OSS is complete and the City fails to provide the required \$2,022,302.50 to the CRA, such failure to pay shall be a default and breach of this Agreement by the City and shall entitle the CRA to seek payment of the \$2,022,302.50. The CRA's failure to execute the Deed conveying the CRA Parcel to the City within ten (10) days of execution of this Agreement shall constitute a default and breach of this Agreement by the CRA and shall entitle the City to seek immediate execution thereof.

5. Continued Cooperation. This Agreement assumes the close coordination and cooperation between the CRA and City regarding the sale of the Soccer Stadium Site to OSS.

6. Term and Termination. This Agreement shall take effect on January 25, 2016, and shall continue in effect until the conveyance of the Soccer Stadium Site occurs and the CRA is paid \$2,022,302.50 by the City, or unless terminated by the mutual agreement of the parties.

7. Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the parties as set forth in Section 768.28, Florida Statutes.

8. Assignments and Amendments.

A. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CRA or CITY, without the prior written consent of the other party.

B. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice:

CITY: Chief Financial Officer
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

With a copy to:

City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

CRA: Community Redevelopment Agency for the
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801
Attention: Executive Director

With a copy to:

City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

10. Third Party Beneficiary. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor cause of action, shall accrue to or for the benefit of any third party.

11. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13. Governing Law. This Agreement shall be governed by the law of the State of Florida with venue lying in Orange County.

14. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CITY OF ORLANDO

By: Buddy Dyer
Mayor

ATTEST:

Calute Bo
City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

APPROVED AS TO FORM AND LEGALITY
for use and reliance of the City of Orlando only.

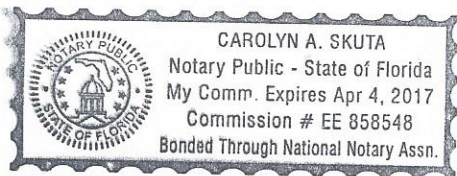
Sherry, 2016
Assistant City Attorney

The foregoing instrument was acknowledged before me this 1st day of February, 2016, Buddy Dyer and Criste Brown, Mayor and City Clerk, respectively, of the City of Orlando. They are personally known to me or have produced _____ as identification.

Carolyn Skuta

Notary Public: _____

My Commission Expires: _____



COMMUNITY REDEVELOPMENT AGENCY

By: Buddy Dyer
Buddy Dyer, Chairman

Attest:

T.C. Chatmon, Jr.
Thomas C. Chatmon, Jr., Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3 day of February, 2016, by Buddy Dyer and Thomas C. Chatmon, Jr., the Chairman and Executive Director respectively, of the Community Redevelopment Agency of the City of Orlando, on behalf of the Agency. They are personally known to me or have produced _____ as identification.

Shaniqua Rose

Notary Public: _____
My Commission Expires: _____



APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the CRA only.

February 3, 2016.
Sherry
Assistant City Attorney