



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

April 2, 2024

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

- **SWEARING IN CEREMONY - 6:00 PM**

- **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

2024 Arbor Day Proclamation

2024 Water Conservation Month

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

- **CONSENT AGENDA**

Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

1. Approval of Minutes from the Regular City Commission Meeting held March 5, 2024. **(City Clerk Sibbitt)**
2. Approval to Submit Application to the Fire Prevention and Safety Grant Program for the Purchase of Fire Safety Education Equipment. **(Deputy Fire Chief Van Camp)**
3. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Lake Lilly Apartments Private Access Road (Public Right of Way Portion). **(Development Engineer Keaton)**
4. Approval of a Performance Surety and Agreement for Ocoee Village Center Offsite Potable-Reclaim Cross Connection. **(Development Engineer Keaton)**
5. Approval for the Award of the Master Developer for Downtown Ocoee. **(Development Services Director Rumer)**
6. Approval of the Collateral Assignment of the Escrow and License Agreement and Collateral Assignment of Development Agreement and Transportation Impact Fee Agreement for Ocoee Crown Point Mixed Use Project. **(Development Services Director Rumer)**
7. Authorization to Proceed with a Final Contract with Fortress Secured LLC for the Construction of a New Fire Station #38. **(Finance Director Roberts)**

8. Approval to Piggyback Omnia's Contract for the Vandergrift Central Park Playground Project. **(Parks and Recreation Director Johnson)**
9. Approval of the Diversity Drives Ocoee Speaker Series as Requested by the Human Relations Diversity Board (HRDB). **(Support Services Director Gaines)**

• **FIRST READING OF ORDINANCE**

10. First Reading of Ordinance Amending the City of Ocoee Municipal General Employees' Retirement Trust Fund. **(Municipal Pension Board Chair Cowan)**

• **SECOND READING OF ORDINANCE – PUBLIC HEARING**

11. Second Reading of Ordinance for 474 S. Bluford Avenue Townhomes - Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low-Density Residential (LDR) to Medium Density Residential (MDR) & Rezoning from R-1AA to PUD; Project No(s). CPA-2022-005 & RZ-22-12-45. **(Zoning Manager Whitfield)**
12. Second Reading of Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling) to PUD (Planned Unit Development District; Project No.RZ-23-02-02. THIS ITEM IS BEING CONTINUED TO THE APRIL 16TH REGULAR CITY COMMISSION MEETING. **(Zoning Manager Whitfield)**
13. Second Reading of Ordinance Implementing Live Local Act. THIS ITEM IS BEING POSTPONED TO A FUTURE DATE TO BE DETERMINED. **(Zoning Manager Whitfield)**

• **PUBLIC HEARING**

• **REGULAR AGENDA**

14. Discussion and Direction regarding Golf Carts and Low-Speed Vehicle use within the City of Ocoee. **(Assistant City Manager Shadrix)**

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

Notice: In accordance with Florida Statutes 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. Also, 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.



Proclamation

- WHEREAS,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS,** Trees can reduce the erosion of our precious top soil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS,** Trees are a renewable resource giving us paper, wood for our homes, and countless other wood products; and
- WHEREAS,** Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS,** Trees, wherever they are planted, are a source of joy and spiritual renewal.

Now Therefore, I, Rusty Johnson, Mayor of the City of Ocoee, do hereby proclaim April 26, 2024, to be

ARBOR DAY

in the City of Ocoee, and urge all citizens to support efforts to protect our trees and woodlands and to support our City's urban forestry program, and I urge all citizens to plant trees to gladden hearts and promote the well-being of present and future generations.

IN WITNESS WHEREOF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
2nd day of April, 2024.

Rusty Johnson, Mayor

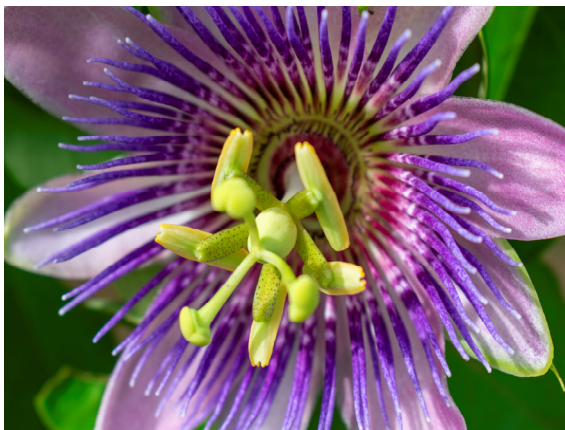


Proclamation of Water Conservation Month

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Ocoee are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Ocoee and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and



WHEREAS, the City of Ocoee has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, outdoor irrigation comprises a large portion of water use, the City of Ocoee will encourage citizens and businesses to focus on improving outdoor irrigation efficiency;

NOW THEREFORE, the City Commission of the City of Ocoee, Florida does here by proclaim the month of April 2024 as "Water Conservation Month". The City of Ocoee is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 26th year of Water Conservation Month, there will be a special focus on improving outdoor irrigation efficiency.



IN WITNESS WHEREOF, I hereunto have set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 2nd day of April 2024.



Rusty Johnson, Mayor

OCOEE CITY COMMISSION
Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

March 5, 2024

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:17 PM**

Mayor Johnson called the regular session to order at 6:17 PM in the Commission Chambers of City Hall. The invocation was led by **Commissioner Hart**, followed by the Pledge of Allegiance to the Flag led by **Mayor Johnson**. **City Clerk Sibbitt** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, Commissioner Firstner, Commissioner Hart

Also Present: City Manager Frank, City Attorney Geller, City Clerk Sibbitt

• **PRESENTATIONS AND PROCLAMATIONS 6:18 PM**

2024 National MS Awareness Week - March 10th - 16th – read and proclaimed by **Mayor Johnson**, and accepted by Therese “Tess” O’ Hara, *Vice-Chair to the Orlando Community Council for the National MS Society*.

Black History Month Essay Contest Winners - **Community Relations Manager Wright** recognized the first-place winners and the overall winner from the participating schools, and the overall winner read their essay.

The City Commission thanked the essay writers and City staff for this contest.

• **STAFF REPORTS AND AGENDA REVIEW 6:31 PM**

Mayor Johnson stepped down from the dais and addressed the audience from the public podium to acknowledge and express gratitude for Commissioner Hart serving as Interim Commissioner for District 4.

Commissioner Hart expressed his gratitude for being chosen to serve and shared his appreciation to the residents. He thanked the Mayor for his kindness and recognized his achievements; and further, expressed the importance of working as a team.

• **PUBLIC COMMENTS 6:38 PM**

The following persons addressed the City Commission:

- **Jim Moyer**, *Ocoee Resident*, extended congratulations to the winners of the Black History Essay competition and commended the city for the opening of Lakewood Avenue. Additionally, he expressed gratitude towards Commissioner Hart for his achievements as the District 4 Commissioner and thanked the City Clerk for mentoring one of the Youth Council Members. He concluded by announcing the commencement of Women’s History Month and Irish Heritage Month.

- **Norine Dworkin**, *Chief Editor for VoxPopuli*, announced that their election guide is out and available for everyone to view. Also, Thursday evening from 5:00 PM until 9:00 PM she will be at the Ocoee Community Market, at the Ocoee Lakeshore Center, to answer any questions.
- **Brad Lomneck**, *Ocoee Resident*, informed the City Commission about the recent passing of respected Ocoee resident Tom Lowrie and provided some details about his life. He requested the City Commission's consideration for placing a plaque in memory of Mr. Lowrie on a bench situated in front of the Maguire House and suggested naming the Veteran's Garden as the 'Tom Lowrie Armed Forces Memorial Garden.' **Consensus of the City Commission was to have staff investigate this request to determine if feasible.**
- **Zaneta Arthoro**, *Ocoee High School Student*, announced her participation in the Ace Program at Ocoee High School and appealed to the City of Ocoee to sponsor three charter buses for their upcoming field trip to SeaWorld in April. The group is seeking a donation of \$2,400. **Commissioner Wilsen** encouraged her to individually approach each commissioner with her request as they each have discretionary funds they can utilize for these types of requests.

• **CONSENT AGENDA 6:50 PM**

Consent Agenda Motion

Commissioner Kennedy, seconded by Commissioner Hart moved to pull Item #2 for discussion and separate consideration.

Motion: Move to adopt the Consent Agenda Item #1-7 with Item #2 being pulled for discussion and separate consideration; Moved by Commissioner Wilsen, seconded by Commissioner Hart; Motion carried 5-0

1. Approval of Minutes from the Regular City Commission Meeting held February 20, 2024. **(City Clerk Sibbitt)**
2. Approval of Reappointments and One (1) New Appointment to the Citizen Advisory Council for Ocoee Police Department (CACOPD). **(City Clerk Sibbitt)**

Commissioner Kennedy explained his reasoning for pulling this item and briefly emphasized a specific requirement outlined in the bylaws that some members have not fulfilled. Additionally, he offered his recommendation for the appointments. Brief discussion followed regarding the current membership's districts. Commissioner Firstner was asked to seek a District 3 resident as his district is not being represented on the Board.

Motion: Move to reappoint Gregory Meeks with a term ending January 2027, appoint Brad Lomneck to complete a term ending January 2026, and not reappoint Patrick Holt. Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0

3. Approval of Employment Agreement with Craig Shadrix. **(City Clerk Sibbitt)**
4. Approval to Submit Application to the Firefighter Assistance Grant for the Purchase of

Firefighter Emergency Bailout Systems. **(Deputy Fire Chief Van Camp)**

5. Approval of Interim Agreement with Fortress Secured to proceed with the Ocoee Regional Law Enforcement Training Center. **(Assistant Police Chief McKinstry)**
6. Approval for the Proposed Development of a Master Plan for Lake Apopka Nature Park. **(Development Services Director Rumer)**
7. Approval of Payment for the 2024 Ocoee Music Festival Entertainment. **(Parks and Recreation Director Johnson)**

• **FIRST READING OF ORDINANCE 6:55 PM**

8. First Reading of Ordinance for 474 S. Bluford Avenue Townhomes - Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low-Density Residential (LDR) to Medium Density Residential (MDR) & Rezoning from R-1AA to PUD; Project No(s). CPA-2022-005 & RZ-22-12-45. (Zoning Manager Whitfield)

City Attorney Geller read the titles of the ordinances, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on April 2, 2024, at 6:15 PM or soon thereafter.

9. First Reading of Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling) to PUD (Planned Unit Development District; Project No.RZ-23-02-02. **(Zoning Manager Whitfield)**

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on April 2, 2024, at 6:15 PM or soon thereafter.

10. First Reading of Ordinance Implementing Live Local Act. **(Zoning Manager Whitfield)**

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on April 2, 2024, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 7:00 PM**

11. Second Reading of Ordinance on City Commission Initiated Charter Amendments to Sections C-9, C-10, and C-17. **(City Attorney Geller)**

City Attorney Geller read the title of the ordinance.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Commissioner Wilsen shared that during the First Reading it was agreed to present this matter as a Public Hearing to permit citizens to speak, rather than reconvening the previous Charter Review Commission. **Mayor Johnson** asked for this to be placed on the website and Ocoee TV. **Commissioner Wilsen** questioned if this would be on the November 5, 2024, ballot. **Mayor Johnson** answered in the affirmative.

Motion: Move to adopt Ordinance No. 2024-05, City Commission Initiated Charter Amendments to Sections C-9, C-10, and C-17 to be placed on the ballot; Moved by Commissioner Kennedy, Seconded by Commissioner Hart; Motion carried unanimously.

12. Second Reading of Ordinance for FY 2024 Budget Amendment. (Finance Director Roberts)

Finance Director Roberts summarized the proposed FY 2024 Budget Amendment and detailed the increase in employer contributions they deemed necessary across all operating funds to fund the Health Insurance Fund. She further explained the issuance of a \$10 million note to partially fund the construction of the new Police Regional Training Facility. Consequently, the Finance Department is presenting the anticipated receipt of the note funds for Commission consideration. The \$10 million will be recorded as revenue in the General Fund and, after deducting any issuance costs, and transferred to the Capital Projects fund.

Item # 19 was moved up and heard out of Agenda order to be voted on prior to adoption of the Ordinance for FY 2024 Budget Amendment.

Finance Director Roberts presented an overview of the proposed Capital Improvement Revenue Note, Series 2024 for \$10 million, which will be used to fund a Police/Public Safety Training Facility. The cost of the facility is projected to be \$12.8 million, and \$2 million in grant funding has been received to contribute to the facility.

City Attorney Geller read the title of the resolution.

The public hearing was opened.

The following person(s) addressed the City Commission:

- **Kellie Beck**, *Ocoee Resident*, inquired on the number of safety complex already located in the City limits. **Mayor Johnson** addressed her question.

The public hearing was closed.

Motion: Move to adopt Resolution No. 2024-05 approving the issuance of the City of Ocoee Capital Improvement Revenue Note, Series 2024; moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried unanimously.

City Attorney Geller read the title of the ordinance.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move to adopt Ordinance No. 2024-06, Amending the FY 2024 Budget; moved by Commissioner Firstner, seconded by Commissioner Hart; Motion carried unanimously.

13. Second Reading of Ordinance Updating the City's Code of Ordinances Chapter 45, Arbor Code. **(Development Services Director Rumer)**

City Attorney Geller read the title of the ordinance.

The public hearing was opened.

The following person(s) addressed the City Commission:

- **Vinny Singh**, *Ocoee Resident*, shared a picture of trees that were trimmed on Ingram Road, and his discontent with the work that was completed. Discussion ensued as to which agency trimmed the trees since the trees are near the power lines.
- **Kelli Beck**, *Ocoee Resident*, commented in opposition of the new ordinance as it requires City Commission approval to remove a tree which she felt was excessive, and urged the City Commission to send this item back to the Planning Department for further review.

Development Services Director Rumer suggested tabling this item after considering the public comments received and concerns expressed by a Commissioner regarding tree pruning.

Motion: Move to table Item #13 - Ordinance Updating the City's Code of Ordinances Chapter 45, Arbor Code, until such time that a reasonable ordinance can be presented; moved by Commissioner Kennedy, seconded by Commissioner Hart; Motion carried unanimously.

14. Second Reading of Ordinance Amending the City of Ocoee Police Officer's and Firefighters' Retirement Trust Fund Section 27 – Deferred Retirement Option Plan. **(Pension Board Attorney Herrera)**

City Attorney Geller read the title of the ordinance, and ensured that this ordinance supersedes all ordinances in conflict.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move to adopt Ordinance No. 2024-07 Amending the City of Ocoee Police Officer's and Firefighters' Retirement Trust Fund Section 27 – Deferred Retirement Option Plan with the correction to the title block to indicate 'superseding' not 'repealing' ordinances in conflict; moved by Commissioner Firstner, seconded by Commissioner Hart; Motion carried unanimously.

15. Second Reading of Ordinances for 440 Ocoee Apopka Road - Parrinello Property Annexation & Rezoning from County A-2 (Farmland Rural District) to City C-3 (General Commercial District); Project No(s). AX-10-23-07 & RZ-23-10-10. **(Zoning Manager Whitfield)**

City Attorney Geller read the titles of the ordinances.

Zoning Manager Whitfield presented a brief overview of the subject property. The property is located on the west side of Ocoee Apopka Road, beginning approximately 1,800 feet north of Palm Drive at the intersection of Ocoee Apopka Road. The applicant is requesting an annexation and rezoning from County A-2 (Farmland Rural District) to City of Ocoee C-3 (General Commercial District) and is not proposing a specific use at this time. The property is logical and eligible for annexation, and its proposed rezoning is consistent with the Future Land Use Map.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Annexation Ordinance:

Motion: Move to adopt Ordinance No. 2024-03, Parrinello Property - 440 Ocoee Apopka Road Annexation, AX-10-23-07, subject to staff's recommendation; Moved by Commissioner Firstner, Seconded by Commissioner Kennedy; Motion carried unanimously.

Rezoning Ordinance:

Motion: Move to adopt Ordinance No. 2024-04, Parrinello Property Rezoning from Orange County A-2 (Farmland Rural District) to City C-3 (General Commercial District) for 440 Ocoee Apopka Road, assigned parcel ID number 18-22-28-0000-00-002 (RZ-23-10-10), subject to staff's recommendation; Moved by Commissioner Firstner, Seconded by Commissioner Kennedy; Motion carried unanimously.

16. Second Reading of Ordinance for Mansour Property Rezoning from R-1 (Single Family Dwelling District) to C-2 (Community Commercial District); Project No. RZ-23-12-11. (Zoning Manager Whitfield)

Zoning Manager Whitfield presented a brief overview of the subject property. The property is located on the south side of West Silver Star Road, beginning approximately 181 feet east of the intersection of Ocoee Apopka Road and West Silver Star Road. The applicant is requesting a rezoning from R-1 (Single Family Dwelling District) to C-2 (Community Commercial District) and is not proposing a specific use at this time. She explained that the applicant wishes to rezone the property so that its zoning is compliant and consistent with its future land use designation.

City Attorney Geller read the title of the ordinance.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move to adopt Ordinance No. 2024-08, Mansour Property Rezoning from R-1 (Single Family Dwelling District) to C-2 (Community Commercial District) for the Mansour Property, assigned parcel ID number 18-22-28-3116-02-140 (RZ-23-12-11), subject to staff's recommendation; Moved by Commissioner Firstner, Seconded by Commissioner Hart; Motion carried unanimously.

17. Second Reading of Ordinance for W. Delaware Street - West Property Small-Scale Comprehensive Plan Amendment from Public Facilities/Institutional to Low-Density Residential; Project No. CPA-2024-001. **(Zoning Manager Whitfield)**

Zoning Manager Whitfield presented a brief overview of the subject property. The property is located on the north side of West Delaware Street, beginning approximately 360 feet west of the West Delaware Street and South Bluford Avenue intersection. She explained that the existing R-1AA zoning conflicts with the Public Facilities/Institutional future land use designation. Amending the Comprehensive Plan from the existing designation to Low Density Residential is consistent with surrounding properties and will allow the applicant to split the property into three (3) lots to build single-family, detached homes.

City Attorney Geller read the title of the ordinance.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move to adopt Ordinance No. 2024-09, W. Delaware Street – West Property Small-Scale Comprehensive Plan Amendment from Institutional to Low Density Residential, (CPA-2024-001), subject to staff’s recommendation; Moved by Commissioner Wilsen, Seconded by Commissioner Hart; Motion carried unanimously.

18. Second Reading of Ordinance for Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE); Project No. CPA-2023-003. **(Zoning Manager Whitfield)**

Zoning Manager Whitfield presented a brief overview of the Comprehensive Plan and the associated Capital Improvements Element (CIE). She further explained that the CIE is required to be a part of the Comprehensive Plan by Florida Statutes, and that the proposed five-year capital improvements program was approved by City Commission as part of the Fiscal Year 2023-2024 budget.

City Attorney Geller read the title of the ordinance.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move to adopt Ordinance No. 2024-10, Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE) (CPA-2023-003); Moved by Commissioner Hart, Seconded by Commissioner Wilsen; Motion carried unanimously.

• PUBLIC HEARING

19. Approval of Resolution for the City of Ocoee Capital Improvement Revenue Note, Series 2024. **(Finance Director Roberts)**

This item was heard out of Agenda Order, before Item #12.

20. Approval of 125 S. Lakeshore Drive - Barenburg Property Variance Request: Project No. VR-24-01 (Zoning Manager Whitfield)

Zoning Manager Whitfield presented a brief overview of the subject property and the proposed variance. She described R-1AAA zoning provisions, which include the most restrictive setback requirements, and demonstrated that the property is unique in that it has three frontages. She explained that a previous variance was approved enabling the applicant to construct a garage on the property. She further explained how the applicant meets the four criteria required for variance approval, and illustrated the proposed improvements with renderings the applicant provided. She advised additional letters of opposition and support have been received by surrounding neighbors and have been placed on the dais before the City Commission.

The public hearing was opened.

The following person(s) addressed the City Commission:

Katherine Kitchens, 135 Lafayette Street, shared concerns about the variance on behalf of herself and her neighbor, citing this variance would cause obstruction of their lake view when the fence is installed.

The public hearing was closed.

Commissioner Kennedy inquired if a fence requires a variance and **Zoning Manager Whitfield** confirmed it does not. **Commissioner Kennedy** asked if there is a limit on the height of the hedge/trees that extend above the fence, and **Zoning Manager Whitfield** said not by the City's code.

Commissioner Wilsen commented that this resident is not being offered any special privileges, so she does not oppose this variance. She does understand the resident's concerns about their view, but she also supports giving this resident a privilege that everyone else has.

Commissioner Hart concurred with Commissioner Wilen's comments.

Motion: Move for approval of the 125 S. Lakeshore Drive - Barenburg Property Variance Request, based on factual interpretation of code requirements (Section 4-9), as presented by staff, and public testimony related; Moved by Commissioner Wilsen, Seconded by Commissioner Hart; Motion carried unanimously.

21. Approval of Ocoee Oaks Joint Venture Large-Scale Preliminary Subdivision Plan: Project No. LS-2023-004. (Zoning Manager Whitfield)

Zoning Manager Whitfield presented a brief overview of the subject property. The property is located on the northeast corner of the South Clarke Road and White Road intersection. She explained that the property was rezoned in October 2023, and further discussed the planned infrastructure, landscaping, and right-in-right-out entrances along White Road and Clarke Road. Eighteen single-family detached homes are proposed; engineering still needs to be approved. Drainage requirements for the development of this subdivision will be provided in the existing stormwater pond on the remainder of the church property via a drainage shared-use agreement.

The public hearing was opened.

The following person(s) addressed the City Commission:

- **Doug Gomber**, 405 Misty Meadow Drive, spoke in support of the project and commended staff, the developer, the church, and elected officials for working together to resolve previous issues and surrounding property owners' concerns.

The public hearing was closed.

Commissioner Wilsen commented that she appreciates the efforts by everyone on this project and how they all worked well together, to bring it to this point.

Motion: Move for approval of the Ocoee Oaks Joint Venture Large-Scale Preliminary Subdivision Plan, assigned parcel ID number 21-22-28-0000-00-027 (LS-2023-004); Moved by Commissioner Wilsen, Seconded by Commissioner Kennedy; motion carried unanimously.

- 22.** Approval of Cambria Suites at Ocoee Large-Scale Preliminary Site Plan; Project No. LS-2023-010. **(Zoning Manager Whitfield)**

Zoning Manager Whitfield presented a brief overview of the subject property and the CRA Target Area 2, Sub Area 1 overlay, which applies to the property. The property is located on the southwest corner of the Maine Street and South Bluford Avenue intersection. She delineated the proposed 6-story hotel site plan, which matches the vision for Target Area 2, and the amenities, which include a 1,500-square-foot restaurant. She explained that staff will be working with the developer and engineer as the roundabout planned for the intersection of Maine Street and Bluford Avenue progresses, to ensure that turning movements will be safe and traffic circulation is maintained. She further detailed staff conditions for approval and waivers.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move for approval of the proposed Large-Scale Preliminary Site Plan for Cambria Suites at Ocoee (Project # LS-2023-010), subject to staff's recommendations and requested waivers; Moved by Commissioner Firstner, Seconded by Commissioner Hart; Motion carried unanimously.

• **REGULAR AGENDA** - None

• **COMMENTS FROM COMMISSIONERS 8:09 PM**

Commissioner Hart – Commented on the following:

- 1) Encouraged citizens to work with the City on proposed projects and pull the proper permits prior to starting projects.
- 2) Shared his contentment with the HRDB and their Diversity Initiative.
- 3) Commented on empowering and appreciating women, and encouraged everyone to do so.

- 4) Thanked Executive Assistant, Sherry Seaver, for all her help while he was in office. Furthermore, he thanked the City Commission and the Mayor for their support.
- 5) Shared he will be praying for the success of the next elected District 4 Commissioner, and hopes he conducted himself in a professional manner during his time as Commissioner. He further apologized if he has ever offended anyone in any kind of way.

Commissioner Firstner – Commented on the following:

- 1) Announced the Neighborhood Matching Grant is still open with an application deadline of March 15, 2024.
- 2) Announced the Candidate Political Forum date and time. He further reminded everyone that the election is March 19th.
- 3) Announced Best Fest Event date and time.
- 4) Recognized Commissioner Hart and shared he will be missed as he is a true gentleman and a role model to all.

Commissioner Wilsen – Commented on the following:

- 1) Commented that Commissioner Hart has been a joy to work with, while he created a very cohesive environment for the City Commission.
- 2) Commented on the school zone cameras stating that the State allows you to go 30 mph in a school zone, through photo enforcement, but she believes our children deserve 20 mph. She hopes that when the item comes back, the City Commission remembers that 30 mph is 10 mph over what is posted.
- 3) Commented on the golf cart request and shared that she is not in support of Orlando Avenue being 25 mph, and voiced that putting a golf cart on Orlando Avenue is unsafe. She requested to ask Sleepy Harbour HOA if they would like to be a golf cart community, within their interior streets. Brief discussion ensued, and it was requested for the golf cart ordinance to be placed on a future agenda.
- 4) Announced the Community Marketplace Event date and time.
- 5) Announced the Spring into Conservation Event date and time.

Commissioner Kennedy – Commented on the following:

- 1) Thanked the HOA's that spoke on the arbor ordinance. He commented on the issues they have had with ordinances when there are communities with different sets of rules. He shared that just as he has asked for the arbor ordinance to be reviewed, he would also like a comprehensive review of the golf cart ordinance to comply with state statutes.
- 2) Commented on the loss of Tom Lowrie.
- 3) Provided kind sentiments about Commissioner Hart and his family.
- 4) Asked for an update at the next meeting on traffic and enforcement in District 1, now that Lakewood Avenue is open.
- 5) Requested an update on the Utility permit for Forest Lake Golf Course. **Assistant City Manager Shadrix** provided an update on his meeting with the consultant. **Mayor Johnson** inquired about his stance regarding their requests, and **Assistant City Manager Shadrix** offered his viewpoint. **Commissioner Kennedy** disagreed with the opinion expressed, and recommended an item be placed on the agenda. **Consensus of the City Commission was to have the engineer come and make a presentation, at the next meeting.**

Mayor Johnson – Commented on the following:

- 1) Announced that the employment agreement was approved tonight for Assistant City Manager Shadrix; and inquired, when would it go into effect. **City Manager Frank** stated that as soon as Human Resources tells the City Commission that the position is vacant, the contract will become effective immediately, at that point.
- 2) Provided kind words of sentiments about Commissioner Hart and his family.
- 3) Announced that the City Manager reviewed a Charter Amendment guide that was drafted by a resident, who was a former Charter Review Commission member. He shared copies of the guide will be provided at the Political Forum and in City Hall, and encouraged everyone to read it, and get a clear understanding of the Charter Amendments. He disclosed that the guide is not intended to tell a resident how to vote. **Commissioner Kennedy** shared that Norine Dworkin also has an informative Charter Amendment guide that he has shared with residents.

• **ADJOURNMENT 8:38 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: April 2, 2024
Item #: 2

Contact Name: CJ VanCamp
Contact Number: Ext. 2006

Department Director: Tom Smothers
City Manager: Robert Frank

Subject: Approval to Submit Application to the Fire Prevention and Safety Grant Program for the Purchase of Fire Safety Education Equipment. (Deputy Fire Chief Van Camp)

Background Summary:

The Department of Homeland Security opened the application period for the Fire Prevention and Safety Grant Program (FP&S) for FY 2023 in March 2024. The program provides financial assistance directly to eligible fire departments for fire prevention programs. The FP&S Grant Program will award an estimated 100 eligible fire departments, national, regional, state, local, tribal, and non-profit organizations such as academic (e.g., universities), research foundations, public safety institutes, public health, occupational health, and injury prevention institutions for fire prevention programs.

The Fire Department is seeking this grant funding for the purchase of fire safety education equipment. Specifically, the department would like to purchase one (1) animated fire truck robot. This educational equipment would allow the department to provide comprehensive fire prevention training to a wide range of audiences. Under the direction of the department's certified Fire Safety Educator, the informative tool would provide for a safe training and interactive learning environment for participants, especially children.

The total grant submittal will be for one (1) animated fire truck robot for a total of \$11,688 with the City's match being \$584 or 5% of the total.

Issue:

Should the Honorable Mayor and City Commissioners approve submittal of the FP&S grant application for the purchase of an animated fire truck robot?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the submission of the FP&S grant application.

Attachments:

1. Notice of Funding Opportunity

Financial Impacts:

The total cost for one (1) animated fire truck robot is \$11,688. The grant would provide 95% (\$11,103) of the

total cost. If successful, the financial impact on the City would be the remaining 5% (\$584), which has been included in the department's 2023-2024 budget.

Type of Item: Consent

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Fire Prevention and Safety (FP&S) Grant Program**

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using Sam.gov can be found at: <https://sam.gov/content/entity-registration>.

Grants.gov registration information can be found at:
<https://www.grants.gov/web/grants/register.html>.

Planned UEI Updates in Grant Application Forms:

On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).

Additional Information can be found on Grants.gov:

<https://www.grants.gov/web/grants/forms/planned-uei-updates.html>

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A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.044

3. Assistance Listings Title

Assistance to Firefighter Grants (AFG)

4. Funding Opportunity Title

Fiscal Year 2023 Fire Prevention and Safety (FP&S) Grant

5. Funding Opportunity Number

DHS-23-GPD-044-00-97

6. Authorizing Authority for Program

Section 33 of the Federal Fire Prevention and Control Act of 1974, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

7. Appropriation Authority for Program

Consolidated Appropriations Act, 2023, Pub. L. No. 117-328

8. Announcement Type

Initial

9. Program Category

Preparedness: Fire and Safety

10. Program Overview, Objectives, and Priorities

a. Overview

The Fiscal Year (FY) 2023 Fire Prevention and Safety (FP&S) Grant Program (hereafter referred to as the FP&S Program) is one of three grant programs that constitute the DHS and FEMA's focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The FP&S Program provides financial assistance directly to eligible fire departments, national, regional, state, local, tribal, and non-profit organizations such as academic (e.g. universities), research foundations, public safety institutes, public health, occupational health, and injury prevention institutions for fire prevention programs and firefighter health and safety research and development such as clinical studies that address behavioral, social science, and cultural research.

The funding categories for FP&S are:

1. Community Risk Reduction;
2. Wildfire Risk Reduction;
3. Code Enforcement/Awareness;

4. Fire & Arson Investigation; and
5. National/State/Regional Programs and Projects.

The funding categories for R&D are:

1. Clinical Studies;
2. Technology and Product Development;
3. Database System Development;
4. Preliminary Studies; and,
5. Early Career Investigator.

Abstracts and results of research and development grants that have been funded under this program can be found at [Fire Prevention and Safety | FEMA.gov](https://www.fema.gov/fire-prevention-and-safety).

The FP&S Program has awarded approximately \$852 million in grant funding to provide critically needed resources to strengthen community fire prevention programs and enable scientific research on innovations that improve firefighter safety, health, and well-being. The FP&S Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan](#) the FP&S Program supports the goal to Strengthen National Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The FP&S Program directly supports Goal 3, to Promote and Sustain a Ready FEMA and Prepared Nation. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger Agency and a more prepared and resilient nation.

b. Objectives

The objectives of the FP&S Program are to:

- Provide critically needed resources to support the reduction in residential fire risk, including access to smoke alarm installations and fire prevention education and training;
- Ensure that lives, property, and natural resources are protected from fire in the wildland urban interface (WUI) through increased community education and awareness programs;
- Provide support for the adoption and awareness of building codes;
- Assist recipients to aggressively investigate every fire through increased equipment, training, and personnel resources;
- Disseminate information on a national level to positively change firefighter safety, health, and well-being behaviors and decision-making; and
- Reduce firefighter line-of-duty fatalities and injuries through research to improve firefighter safety, health, or well-being.

c. Priorities

Information on program priorities and objectives for the FY 2023 FP&S Program can be found in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the FP&S Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

a. *FP&S Activity*

- Community Risk Reduction:
 1. Percent of target population receiving an intervention.
- Code Enforcement/Awareness:
 1. Percent of properties inspected.
- Fire and Arson Investigation:
 1. Percent of fires where cause is determined.
- National/State/Regional Programs and Projects:
 1. Number of firefighters receiving interventions.

b. *Research and Development (R&D) Activities (All Categories)*

1. Percent of project aims met.

B. Federal Award Information

- | | |
|------------------------------------|---------------------------------|
| 1. Available Funding for the NOFO: | \$36 million¹ |
| 2. Projected Number of Awards : | 100 |
| 3. Maximum Award Amount: | \$1,500,000 |
| 4. Period of Performance: | 12-36 months |
- **FP&S Activity:** The period of performance for projects funded under the FP&S Activity is generally 12 months. Eligible applicants who propose complex projects,

¹ Note that this figure differs from the total amount appropriated under the *Consolidated Appropriations Act, 2023*, Pub. L. No. 117-328. In this FY 2023 FP&S NOFO, percentages of “*available grant funds*” refers to the total amount appropriated—\$360,000,000—by Pub. L. No. 117-328 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). As such, \$36,000,000 will be allocated to the FP&S Program for FY 2023.

such as those under the National/Regional/State Programs and Projects category, may apply for up to a 24-month period of performance from the date of award. The period of performance for National Strategic Projects is 12 months.

- **R&D Activity:** The period of performance for projects proposed under the R&D Activity will be 12, 24, 36, or 48 months from the date of award.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H](#) of this NOFO.

FEMA awards only include one budget period, so it will be same as the period of performance. See 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

5. Projected Period of Performance Start Date(s): **08/01/2024 (will vary based on award date and activity type)**
6. Projected Period of Performance End Date(s): **07/31/2025 – 07/31/2028 (will vary based on award date and activity type)**
7. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

a. *FP&S Activity*

Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico², or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal and nonprofit interest organizations that are recognized for their experience and expertise in fire prevention and safety programs and activities are eligible applicants..

b. *R&D Activity*

National, state, local, federally recognized tribal, and non-profit organizations, such as academic (e.g., universities), research foundations, public safety institutes, public health, occupational health, and injury prevention institutions.

² The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

Additional information on ineligible applications and organizations is in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: **1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.**

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and **provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.**

2. Applicant Eligibility Criteria

a. FP&S Activity

The FP&S Activity is designed to reach high-risk target groups and mitigate the incidence of death and injuries caused by fire and fire-related hazards. The five project categories eligible for funding under this activity are:

6. Community Risk Reduction;
7. Wildfire Risk Reduction;
8. Code Enforcement/Awareness;
9. Fire & Arson Investigation; and
10. National/State/Regional Programs and Projects.

Both private and public nonprofit organizations are eligible to apply for funding under this activity.

b. R&D Activity

The R&D Activity is aimed at improving firefighter safety, health, or well-being through research and development that reduces firefighter fatalities and injuries. The five project categories eligible for funding under this activity are:

1. Clinical Studies;
2. Technology and Product Development;
3. Database System Development;
4. Preliminary Studies; and,
5. Early Career Investigator.

Both private and public non-profit organizations are eligible to apply for funding in this activity. Fire departments are not eligible to apply for funding in this Activity.

Each activity has its own application and eligibility requirements, as further outlined in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

3. Other Eligibility Criteria/Restrictions

a. National Incident Management System (NIMS) Implementation

FP&S Program applicants are not required to comply with NIMS to apply for FP&S Program funding or to receive an FP&S Program award. Any applicant who receives a FY 2023 FP&S Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

b. National Fire Incident Reporting System (NFIRS)

NFIRS reporting is not a requirement to apply for any FP&S Program; however, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for the award performance period, commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources, (E.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

4. Maintenance of Effort (MOE)

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an FP&S Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an FP&S Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance for activities that could be allowable costs under this NOFO at a level that is at least 80% or more of the average of what the applicant spent on such costs for those activities in FYs 2021 and 2022. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO.

5. Cost Share or Match

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C. § 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an FP&S Program award in an amount equal to not less than 5% of the grant award.

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available on the FEMA website at [Fire Prevention and Safety Documents](#).

Types of Cost Share

- i. **Cash (Hard Match):** Cost share of non-federal cash is allowable for FP&S Program grants.
- ii. **In-kind (Soft Match):** In-kind cost share is allowable for FP&S Program grants. This includes using the values for the following in-kind contributions to meet the cost share requirement:
 - Complementary activities (such as providing additional smoke alarms for installation or education materials for public education); and
 - Provision of staff, facilities, services, materials, equipment.

In-kind is the value of something received or provided that does not have a cost associated with it. For example, where an in-kind match is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements, provided the recipient receiving the contributions expends them as allowable costs in compliance with provisions listed above.

Recipients who use in-kind contributions for their 5% cost share must comply with all applicable regulations and 2 C.F.R. Part 200 regarding matching or cost-sharing. Applicants who are under consideration for award and plan to use in-kind as their method for cost sharing will be asked to submit their plan for documenting and verifying in-kind contributions prior to award. Please see 2 C.F.R. § 200.306, as applicable, for further guidance regarding cost matching.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applicants.

6. Economic Hardship Waivers

The FEMA Administrator may waive or reduce recipient cost share or MOE requirements in cases of demonstrated economic hardship. Please see [Appendix C – Award Administration Information](#) for additional information.

D. Application and Submission Information

1. Key Dates and Times

- a. ***Application Start Date:*** **03/11/2024 at 8 a.m. ET**
- b. ***Application Submission Deadline:*** **04/12/2024 at 5 p.m. ET**

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes (FEMA GO) System automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time

stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled [Timely Receipt Requirements and Proof of Timely Submission](#) of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in [Section G](#) of this NOFO. For technical assistance with the FEMA GO system, please contact the FEMA GO Help Desk at FEMAGO@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8 a.m. – 6 p.m. ET. For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the FP&S Program Help Desk by phone at (866) 274-0960 or by e-mail at FireGrants@fema.dhs.gov, Monday through Friday, 8 a.m. – 4:30 p.m. ET.

- c. **Anticipated Funding Selection Date:** *No later than 07/31/2024*
- d. **Anticipated Award Date:** Beginning on approximately 07/31/2024 and continuing thereafter until all FY 2023 FP&S Program grant awards are issued (but no later than September 30, 2024).
- e. **Other Key Dates**

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA Grants Outcomes (FEMA GO) System	Prior to beginning application
Submitting the final application in FEMA GO	One week before the submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the [FEMA GO](#) system.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this notice is (800) 462-7585.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

1. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
2. In the application, provide an UEI number;
3. Have an account with [login.gov](#);
4. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
5. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the [FEMA GO Startup Guide](#).
6. Submit the complete application in FEMA GO; and
7. Continue to always maintain an active SAM registration with current information during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an

applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

6. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Unique Entity Identifier (UEI) number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

b. Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to: [SAM.gov](https://sam.gov).

c. Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: [Apply for an EIN Online](#).

d. Create a login.gov account:

Applicants must have a [login.gov account](#) in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: [login.gov sign up](#).

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements, visit [SAM.gov | Home](#).

e. Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM.gov visit [Applicant Registration | grants.gov](#).

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE."

Please allow plenty of time before the grant application submission deadline to obtain a UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, UEI number, and Employer Identification Number, or EIN, are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the [Federal Support Desk](#) or call toll free (866) 606-8220 Monday - Friday 8 a.m. to 8 p.m. ET.

f. **Register in FEMA GO, Add the Organization to the System, and Establish the AOR:**

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the [FEMA GO Startup Guide](#).

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

7. **Submitting the Final Application**

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D of this NOFO, "[Content and Form of Application Submission](#)." The Standard Forms (SF) may be accessed in the Forms tab under the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to [Section D.9: Content and Form of Application Submission](#) of this NOFO.

8. **Timely Receipt Requirements and Proof of Timely Submission**

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email

serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

Applicants using unreliable internet connections, such as dial-up connections, should be aware that submission can take some time before FEMA GO receives your application. FEMA GO will display red validation errors if areas that need additional information to submit the application. Once your application is successfully submitted your application status will change from “pending submission” to “submitted to FEMA”. The FEMA GO Support Center reports that some applicants end the submission because they think that nothing is occurring during the submission process. Do not do this as it may cause your application to fail to be submitted and consequently not be considered for funding. Please give the system time to process the application.

9. Content and Form of Application Submission

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available on [Grants.gov](https://www.grants.gov); [SF-424](#).

1. **SF-424, Application for Federal Assistance**
2. **Grants.gov Lobbying Form, Certification Regarding Lobbying**
3. **SF-424A, Budget Information (Non-Construction)**
4. **SF-424B, Standard Assurances (Non-Construction)**
5. **SF-LLL, Disclosure of Lobbying Activities**
6. **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see [Section D.10- Funding Restrictions and Allowable Costs](#) of this NOFO for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in [Section G- DHS Awarding Agency Contact Information](#) of this NOFO for further instructions.

b. Program-Specific Required Forms and Information

R&D Activity Formatting Requirements

I. NARRATIVE STATEMENT – FIRE SERVICE PANEL EVALUATION CRITERIA

Each project must be supported by one Narrative Statement in response to the Fire Service Panel Evaluation Criteria. The Narrative Statement must follow the order of the Fire Service Panel Evaluation Criteria listed within this NOFO. The Fire Service Panel Narrative Statement is limited to 5 pages per project and must be attached as a separate document in the FEMA GO application. Any additional pages after the first 5 will not be reviewed.

Note: Fire service reviewers may reference the Science Panel Narrative Statement or the Appendix document but will score the Narrative Statement provided in response to the Fire Service Panel Evaluation Criteria.

The contact information (e-mail address and telephone number) for the PI must be provided on the first page of the Narrative Statement.

II. NARRATIVE STATEMENT – SCIENCE PANEL EVALUATION CRITERIA

Each project must also be supported by one Narrative Statement in response to the Science Panel Evaluation Criteria. The Narrative Statement must follow the order of the Science Panel Evaluation Criteria listed within this NOFO. The Science Panel Narrative Statement is limited to 20 pages per project and must be attached as a separate document in the FEMA GO application. Any additional pages after the first 20 will not be reviewed. The first page of the Narrative Statement must include an abstract of approximately 300 words that addresses purpose and aims, relevance, methods, and anticipated outcomes. All narrative text, including pertinent footnotes, must be in the Narrative Statement. The contact information (e-mail address and telephone number) for the PI must be provided on the first page of the Narrative Statement. Tables and figures may be included in either the Narrative Statement or the Appendix document.

III. APPENDIX - SCIENCE PANEL EVALUATION CRITERIA

Each project must be supported by one Appendix document. The Appendix is limited to 25 pages per project. Any additional pages after the first 25 will not be reviewed. The Appendix may include, as appropriate, data collection instruments, additional tables and figures, illustrations, specifications for product designs, biosketches, and letters of commitment and role descriptions from partners. Additionally, if this project is a resubmission, applicants may use the Appendix to address how they adapted the proposal to address reviewer concerns from a previous year.

IV. NARRATIVE STATEMENTS AND APPENDIX FORMATTING

The Narrative Statements and the Appendix document must use the following style and formatting:

- Font: Times New Roman or Arial
- Font Size: 11 point or larger
- Page Dimensions: Page dimensions must be 8.5" x 11" or smaller
- Margins: All margins (top, bottom, left, and right) must be at least 1"
- Header: The header on each page of the Narrative Statements and the Appendix must contain:
 - PI (surname)
 - Institution name (abbreviated)
 - Project Short Title
 - Page Number

V. APPENDIX - BIOGRAPHICAL SKETCH

A biographical sketch (biosketch) for the PI and lead scientists, as well as other key

personnel listed in the budget, are to be included in the Appendix, but are limited to a maximum of two pages per biosketch. Applicants are strongly encouraged to follow the biosketch sample below.

Early Career Investigator projects must include the biosketch of the mentor(s) and a signed letter of commitment from the mentor(s) on their organization's letterhead.

Biosketch Sample for R&D Projects:

The applicant is limited to a maximum of two pages per biosketch.

- Font Size: 11 point or larger
- Font Type: Times New Roman or Arial
- Page Count: Two (maximum)
- **Must be completed by PI or Co-PI(s)**

NAME (Last, First, Middle)		POSITION TITLE	
Institution/Organization			
EDUCATION/TRAINING <i>(Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)</i>			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY

Each biosketch should include:

- **Positions.** List all selected appointments or other professional positions held, beginning with the present position and include years, title, organization, city, state, and country.
- **Service.** Include selected positions held on advisory committees or other working groups, including all Federal Government advisory committees or other public working groups, beginning with the most recent.
- **Honors.** Include selected honors received in the past 10 years beginning with the most recent.
- **Peer-reviewed publications.** Include selected peer-reviewed publications in the past ten years, beginning with the most recent.
- **Other publications.** Include selected documents produced in the past ten years, beginning with the most recent.
- **Research Support.** List funding sources and amounts for all ongoing and selected completed research projects (federal and non-federal support) for the past ten years.

10. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

In addition to the subsections below, please see [Appendix B – Programmatic Information and Priorities, Section d. Restrictions on Uses of Award Funds](#) for additional information on funding restrictions and allowable costs.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§

200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#)

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see [Appendix C – Award Administration Information](#) for details.

Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See [Appendix C – Award Administration Information](#) for further information regarding grant writer fees and [Section H- Additional Information](#) of this NOFO for general procurement under grants requirements.

c. *Management and Administration (M&A) Costs*

M&A activities are those directly related to the management and administration of the FP&S award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel/contractors directly supporting the grant are not required to be included in the M&A budget line item. No more than **3%** of the federal share of FP&S Program funds awarded may be expended by the recipient for M&A for purposes associated with the FP&S Program award.

d. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Preparedness Officer for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FEMA Preparedness Officer for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. Other Direct Costs

I. AWARD LIMITS

The total amount of funding a recipient may receive under an FP&S Program award is limited to a maximum federal share of \$1.5 million set by § 33(d)(2) of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. 93-498, as amended (15 U.S.C. § 2229(d)(2)).

The total set aside under the National/State/Regional Programs and Projects - National Strategic Projects category is approximately \$2 million. One to three awards are expected (but not required), each in the amount of **\$300,000 to \$1,000,000**.

R&D Activity applicants applying under the Early Career Investigator category are limited to a maximum federal share of **\$600,000 per project**.

II. CONSTRUCTION

Construction costs are **not eligible** under the FP&S Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in [Appendix B – Programmatic Information and Priorities, Section e. Funding Priorities](#) are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Funding priorities and programmatic criteria for evaluating FP&S Program applications are established by FEMA based on the recommendations from the Criteria Development Panel

(CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the FP&S Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete submitted applications based on how well they respond to the evaluation criteria. Answers to the application's activity specific questions provide information used to determine each application's ranking.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and

performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).

- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

FP&S Program applications will be scored competitively by no less than three members of a Peer Review Panel. Applications with the highest score rankings per activity will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed. Section b is the rubric for the peer review process.

a. Peer Review Panel Process

I. FP&S ACTIVITY PROJECTS

All applications will be evaluated through the Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each project within the application based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, if necessary, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required.

II. R&D ACTIVITY PROJECTS

The Peer Review Panel process is composed of a Fire Service Panel Review and a Science Panel Review. Narratives within the application will be evaluated through the following processes:

FIRE SERVICE PANEL REVIEW

All eligible project applications will first be reviewed and scored by a panel of fire service experts to assess the need and priority for the research results and the likelihood that the results would be implemented by the fire service in the United States. The projects that are determined most likely to be implemented to enable improvement in firefighter safety, health, or well-being will be deemed to be in the "competitive range" and will be forwarded to the second level of project review, which is the scientific panel review process. A consensus is not required.

SCIENCE PANEL REVIEW

This panel will be comprised of scientists and technology experts who have expertise pertaining to the subject matter of the proposal. Scientific reviewers will independently score projects in the competitive range and, if necessary, discuss the merits or shortcomings of the project to reconcile any major discrepancies identified by fellow reviewers. A consensus is not required.

3. Narrative Evaluation Criteria

The application's Narrative Statements must provide specific details about the activity for which the applicant seeks funding, including budget details. The weighted evaluation criteria used by the peer reviewers in the determination of the grant award, as described below, make up the elements of the narrative statement score. FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate. Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, and/or inaccurate data that may mislead reviewers, may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the FP&S to provide critically needed resources to carry out fire prevention education and training, fire code enforcement, fire/arson investigation, firefighter safety and health programming, prevention efforts, and research and development. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and FP&S grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The Narrative Statement blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statements is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

Fire Departments and Interest Organizations are assigned differing weights for each scored

element. Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

a. FP&S Activity

I. FINANCIAL NEED (FIRE DEPARTMENTS – 10%; INTEREST ORGANIZATION – 0%)

Applicants must describe with particularity their unique financial need in the Applicant Information section of the application and detail how consistent it is with their need for financial assistance to carry out the proposed project(s). Applicants may include other unsuccessful attempts to acquire financial assistance. Applicants should provide detail about the applicant's operating budget, including a high-level breakdown of the budget, the applicant's inability to address financial needs without federal assistance, and other actions the applicant has taken to meet their needs (e.g., state assistance programs or other grant programs).

While interest organizations do not receive points for their financial need, this information is necessary to holistically evaluate and understand the applicant's financial need in comparison to similarly situated applicants.

II. COMMITMENT TO MITIGATION (FIRE DEPARTMENTS ONLY - 5%)

Fire department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface [WUI] and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

III. VULNERABILITY STATEMENT (FIRE DEPARTMENTS - 15%, INTEREST ORGANIZATIONS - 25%)

The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA's goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a "weak link," demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a detailed description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application's Narrative Statement.

- The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of local statistics to illustrate the applicant's particular vulnerability, rather than national statistics, when discussing the vulnerability.
- In a clear, concise statement, the applicant should summarize the precise vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.
- For the purpose of this NOFO, formal risk assessments consist of the use of

software programs or recognized expert analysis that assess risk trends.

- Informal risk assessments could include an in-house review of available data (e.g., NFIRS) to determine fire loss, burn injuries, or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption or enforcement of certain codes.

IV. PROJECT DESCRIPTION (FIRE DEPARTMENTS – 20%, INTEREST ORGANIZATIONS – 25%)

Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap due to financial need and/or the specific vulnerabilities identified in the vulnerability statement. The following information should be included:

- Project components;
- Review of any existing programs or models that have been successful;
- Detailed description of how the proposed project components fill the identified capability gap; and
- If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will fill in the successful completion of the proposed project.

V. IMPLEMENTATION PLAN (FIRE DEPARTMENTS - 25%, INTEREST ORGANIZATIONS – 30%)

Each project proposal should include nuanced details on the implementation plan that discusses the proposed project's goals and objectives. The following information should be included to support the implementation plan:

- Goals and objectives;
- Details regarding the methods and specific steps that will be used to achieve the goals and objectives;
- Timelines outlining the chronological project steps (this is critical for determining the likelihood of the project's completion within the period of performance);
- Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed;
- Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals, measurable results, and details on the frequency for which the prop will be utilized. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project (examples of props include safety trailers, puppets, or costumes); and,
- Where human subjects are involved, indicate whether the project has obtained exemption from the Institutional Review Board (IRB) (for details see [Section F.2.g: Human Subjects Research](#) of this NOFO).

Note: For applicants proposing a complex project that may require a 24-month period of performance, please include significant justification and details in the

implementation plan that justify the applicant's need for a period of performance of more than 12 months.

VI. EVALUATION PLAN (FIRE DEPARTMENTS - 15%, INTEREST ORGANIZATIONS - 15%)

Projects should include a plan for evaluation of effectiveness and identify measurable and quantifiable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy's "[Demonstrating Your Fire Prevention Program's Worth](#)."

Note: In addition to a detailed evaluation plan as described above, if awarded, grant recipients are required to report on specific performance metrics through performance reports and at closeout (for details see [Section A.11: Performance Measures](#) of this NOFO).

VII. COST-BENEFIT (FIRE DEPARTMENTS-10%, INTEREST ORGANIZATIONS - 5%)

Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project to assist the Technical Evaluation Panel with their review.

Additional Considerations:

The following considerations are not scored but may impact the evaluation of the entire application. This information may be used by application reviewers or by FEMA during technical review prior to making funding decisions.

- **Meeting the needs of people with disabilities:** Applicants in the Community Risk Reduction category will receive additional consideration if, as part of their comprehensive smoke alarm installation and education program, they address the needs of people with disabilities (e.g., deaf/hard-of-hearing) in their community.
- **Experience and expertise:** Applicants who demonstrate their experience and ability to conduct fire prevention and safety activities, and to execute the proposed or similar project(s), will receive additional consideration.

b. R&D Activity

All projects will be reviewed by a fire service expert panel using weighted evaluation criteria, and those projects deemed to be in the “competitive range” will then be reviewed by a scientific peer review panel using weighted evaluation criteria to score the project. Scientific peer review evaluations will impact the ranking of a project for funding. Funding decisions will be informed by an assessment of how well the application addresses the criteria and considerations listed below. Please refer to the program-specific forms and information section for required documents and formatting to be submitted with the application.

It is expected that successful R&D Activity projects may give rise to future programs including FP&S Activity projects.

I. FIRE SERVICE PANEL EVALUATION CRITERIA

i. PURPOSE (25%):

Applicants should clearly identify the specific benefits of the proposed research project to improve firefighter safety, health, or well-being. The discussion should include:

- The specific risk to firefighter safety, health, or well-being that the project will address;
- The expected benefits of the project, including how the project will prevent, reduce, or mitigate the specific risk;
- The gaps in knowledge that will be addressed; and
- The general project methods planned to produce the intended results.

If applying under **Early Career Investigator**, applicants should identify how this project will support the professional development of the Principal Investigator (PI).

If applying under **Preliminary Studies**, applicants should consider the project being proposed as well as the potential results of a closely related future full study.

ii. POTENTIAL IMPACT (15%):

Applicants should discuss the potential impact of the research outcome/product on firefighter safety by quantifying the possible reduction in the number of fatal or non-fatal injuries or on projected well-being by significantly improving the overall health of firefighters. The discussion should include:

- An estimate of the number of firefighters potentially exposed to the risk being addressed by the project; and,
- The potential degree (numbers, percentages, etc.) of risk mitigation from the project results.

iii. IMPLEMENTATION BY FIRE SERVICE (25%):

Applicants should discuss how the outcomes/products of this research, if

successful, are likely to be widely/nationally adopted and accepted by the fire service as changes that enhance firefighter safety, health, or well-being. The discussion should include:

- The methods and costs associated with implementation at the fire department level; and,
- Organizations, manufacturers, and/or others that will need to be involved to aid the process of adoption.

iv. BARRIERS (15%):

Applicants should identify and discuss potential fire service and other barriers to successfully completing the study on schedule, including contingencies and strategies to deal with barriers if they materialize. This may include barriers that could inhibit the proposed fire service participation in the study, barriers that could inhibit the adoption of successful results by the fire service when the project is completed, or project components most likely to cause delay in successful completion.

If applying under **Early Career Investigator**, applicants should discuss potential barriers specific to that project, such as if the PI does not receive the expected mentorship.

v. PARTNERS (20%):

Applicants should recognize that participation of the fire service as a partner in the research from development to dissemination is regarded as an essential part of all projects. Describe the fire service partners and contractors that will support the project to accomplish the objectives of the study. The specific roles and contributions of the partners to the project should be described. Partnerships should be formed with national fire-related organizations and local and regional fire departments appropriate for the project. Letters of support and letters of commitment to actively participate in the project should be included in the Appendix of the application. Generally, participants of a diverse population, including both career and volunteer firefighters, are expected to facilitate acceptance of results nationally. In cases where this is not practical, due to the nature of the study or other limitations, these circumstances should be clearly explained.

II. SCIENCE PANEL EVALUATION CRITERIA

i. PROJECT GOALS, OBJECTIVES, AND SPECIFIC AIMS (ALL APPLICANTS - 15%):

Applicants should address how the purpose, goals, objectives, and specific aims of the project will lead to results that will improve firefighter safety, health, or well-being. Describe the specific goals and objectives for each year of the project.

ii. LITERATURE REVIEW (ALL APPLICANTS - 10%):

Applicants should provide a literature review that is relevant to the project's goals, objectives, and specific aims. The citations should be placed in the

narrative text and references listed at the end of the Narrative Statement (and not in the Appendix) of the application. The review should be of sufficient depth to make it clear that the proposed project is necessary, adds to an existing body of knowledge, is different from current and previous studies, and offers a unique contribution. Applicants may consider previously funded [R&D Activity projects](#).

iii. PROJECT METHODS (EARLY CAREER INVESTIGATOR APPLICANTS - 15%, ALL OTHER APPLICANTS - 20%):

Applicants should provide a description of how the project will be carried out, including demonstration of the overall scientific and technical rigor and merit of the project. This includes the operations to accomplish the purpose, goals, and objectives, and the specific aims of the project. Plans to recruit and retain human subjects, where applicable, should be described. Where human subjects are involved, describe plans for submission to the IRB (for details see [Section F.2.g- Human Subjects Research](#) of this NOFO).

iv. PROJECT MEASUREMENTS (EARLY CAREER INVESTIGATOR APPLICANTS - 15%, ALL OTHER APPLICANTS - 20%):

Applicants should provide evidence of the technical rigor and merit of the project, such as data pertaining to validity, reliability, and sensitivity (where established) of the facilities, equipment, instruments, standards, and procedures that will be used to carry out the research. The applicant should discuss the data to be collected to evaluate the performance methods, technologies, and products proposed to enhance firefighter safety, health, or well-being. The applicant should demonstrate that the measurement methods and equipment selected for use are appropriate and sufficient to successfully deliver the proposed project objectives.

v. PROJECT ANALYSIS (EARLY CAREER INVESTIGATOR APPLICANTS - 15%, ALL OTHER APPLICANTS - 20%):

The applicant should indicate the planned approach for analysis of the data obtained from measurements, questionnaires, or computations. Specify within the plan what will be analyzed, the statistical methods that will be used, the sequence of steps, and interactions as appropriate. It should be clear that the PI and research team have the expertise to perform the planned analysis and defend the results in a peer review process. The adequacy of the number of participants, samples, or tests to address the research question should be discussed.

vi. DISSEMINATION AND IMPLEMENTATION (ALL APPLICANTS - 15%):

Applicants should indicate dissemination plans for scientific audiences (e.g., plans for submissions to specific peer review publications) and for firefighter audiences (e.g., via websites, magazines, and conferences). Also, assuming positive results and where applicable, indicate future steps that would support dissemination and implementation throughout the fire service. These are likely to be beyond the current study, so those features of the research activity that will

facilitate future dissemination and implementation should be discussed. All applicants should specify how the results of the project, if successful, might be disseminated and implemented in the fire service to improve firefighter safety, health, or well-being. Additionally, an applicant should specify how the results of the project, if it does not achieve proposed goals, might be disseminated in the fire service to document lessons and inform future projects for improving firefighter safety, health, or well-being.

- vii. MENTORING (EARLY CAREER INVESTIGATOR APPLICANTS ONLY - 15%):**
An important factor in the evaluation of Early Career Investigator projects is the participation of a mentor(s) in the project. A mentor for the PI should be an experienced researcher in areas appropriate to the research project and be able to provide support to the PI for ongoing development of knowledge and skills throughout the project. The mentor needs to have relationships with the fire service community sufficient to assist the PI in building relationships with fire departments and fire service organizations. The mentor has a role to support the applicant from defining the project and submitting the application for funding through the completion of a funded project. The applicant should identify the mentor(s) that has agreed to support the applicant and the proposed mentoring plan. In the plan, the applicant should discuss the role of the mentor(s) in the project and the expected benefits of the mentoring relationship to the applicant and the project. A biographical sketch and letter of commitment/support from the mentor(s) are required to be included in the Appendix document.

Additional Considerations:

The following considerations are not scored but may impact the evaluation of the entire application. This information may be used by FEMA during technical review prior to making funding decisions.

- **Cost vs. Benefit:** Cost vs. benefit in this evaluation element refers to the costs of the grant for the R&D project vs. the benefits that are projected for firefighters who would have improved safety, health, or well-being. Applicants should demonstrate a high benefit for the cost incurred and effective utilization of federal funds for research activities.
- **Financial Need:** In the Applicant Information section of the application, applicants must provide details on the need for federal financial assistance to carry out the proposed project(s). Included in the description might be other unsuccessful attempts to acquire financial assistance. Applicants should provide details about the organization's operating budget, including a high-level breakdown of the budget; the organization's inability to address financial needs without federal assistance; and other actions the organization has taken to meet their staffing needs (e.g., state assistance programs, other grant programs).

4. Technical Evaluation Process (TEP)

The highest scoring project(s) for both activities, will be considered within the fundable range. Projects that are in the fundable range will undergo a Technical Review by the FEMA Program Office prior to being recommended for award.

The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. Additionally, FEMA will review whether the project duplicates other federally funded research or prevention activities. Once the TEP is complete, a final ranking of projects will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B - Programmatic Information and Priorities of this NOFO.

In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards; and
- The extent of an applicant's need for an FP&S Program grant and the need to protect the United States as a whole.

F. Federal Award Administration Information

In addition to the language here, please see [Appendix C - Award Administration Information](#) in this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available on the FEMA website at; [External Civil Rights Division](#).

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new

construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Applicants may attach the EHP forms during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to DHS/FEMA, if they have not submitted it already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

The GPD EHP screening form is located at [Environmental & Historic Preservation Guidance for FEMA Grant applicants](#). Additionally, all recipients under this funding opportunity are required to comply with the [FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1](#).

FP&S Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP Review, per the GPD Programmatic Environmental Assessment (PEA), such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment will require an EHP review as well. Such activities include but are not limited to:

- Installation of:
 - Fire/smoke/carbon monoxide alarms
 - Sprinklers
 - Wall mounted lock boxes
 - Storage racks/cabinets
- Building renovations such as removal of wall or installation of electrical or waterlines
- Training/exercises in natural settings such as rope or swift water
- LED Signs
- Tree trimming or vegetation removal/disturbance
- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed; and
- Purchase of Personal Protective Equipment (PPE).

d. *Federal Flood Risk Management Standard*

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach.

e. *Difference between Application Request and Award*

During the review process for an FP&S Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the Approved Scope of Work section.

f. *Turndown Notifications*

FEMA GO will provide all applicants who do not receive an FY 2023 FP&S Program award with a turndown notification.

g. *Human Subjects Research*

The information in this section pertains to both FP&S Activity and R&D Activity applications with projects that include human subjects. See [Appendix B – Programmatic Information and Priorities, Section e. Funding Priorities](#) of this NOFO for more information on eligible projects involving human subjects. DHS/FEMA has a responsibility to ensure that mechanisms and procedures are in place to protect the safety of human subjects in DHS/FEMA-supported research. DHS requirements are set forth in 6 C.F.R. Part 46. A grant recipient must agree to meet all DHS requirements for projects using human subjects (and ensure any subrecipients or subcontractors meet those requirements) prior to implementing any work with human subjects.

For the definition of “research” and “human subjects”, please see [Appendix B – Programmatic Information and Priorities, Section b. Supporting Definitions for this NOFO](#). If a project involves human subjects, the project must undergo review by an Institutional Review Board (IRB). The IRB must provide an approval or exemption determination. In addition, the DHS Compliance Assurance Program Office (CAPO) must review and concur

with the IRB approval or exemption determination. **Both IRB approval/exemption and DHS CAPO concurrence must precede any project activities involving human subjects.**

Examples of projects that typically need IRB and DHS CAPO oversight may include (but are not limited to) individuals that:

- participate in laboratory or field testing of devices or tactics using methods, equipment, or devices outside of standard or proven methods;
- participate in intervention trials; or
- participate in qualitative interviews or focus groups during which they provide personal information, opinions, or feedback identifiable to the individual.

Examples of projects possibly not needing IRB and DHS CAPO oversight may include (but are not limited to) individuals that:

- answer questions on factual aspects (specifications) of things, products, or policies, rather than answering questions about people;
- provide data about department statistics (such as number of employees, call volume, or types of fire calls);
- answer questions about general business-related information;
- carry passive sampling equipment; or
- do not provide personal identifiers.

If an applicant is unsure of the need for IRB and DHS CAPO oversight, the applicant must:

- Obtain an opinion from an IRB and/or submit the project for IRB review; or
- Obtain an opinion from DHS CAPO by contacting the FP&S Program Office. The FP&S Program Office will serve as a liaison to DHS CAPO.

Before enrolling participants or commencing projects involving human subjects, an applicant must:

1. Obtain a review of the project by an internal or third-party IRB or obtain an initial review by the DHS CAPO.
2. If the IRB determines an exempt or non-exempt status, provide a copy of the following to the FP&S Program Office for review by DHS CAPO:
 - Investigators full name(s);
 - Grant number;
 - Department of Health and Human Services (HHS) Office of Human Research Protections (OHRP) Federal-Wide Assurance (FWA) Number;
 - IRB registry number for the IRB of Record (IRB0000XXXX);
 - IRB Panel Number (if reviewed by the full board);
 - IRB approval or exemption memo (ensure the level of risk and review category is included);
 - IRB approved protocol;
 - Complete application submitted to the IRB;
 - Any applicable IRB-approved surveys/questionnaires and recruitment materials (supporting documentation should be stamped by the IRB with the approval date and version number);

- IRB-approved informed consent forms or an IRB-approved waiver of informed consent with DHS listed as the sponsor (or a provide a justification for the exclusion of this information); and
- If applicable, the IRB approved modification letter if this is a modification of an existing approved protocol.
- **Note:** If this is a multi-site study and the additional sites are receiving DHS funding, DHS CAPO will need this same information from the other sites as well.

The FP&S Program Office will provide the above-mentioned documentation to DHS CAPO. DHS CAPO will conduct a regulatory compliance assessment and forward comments or concerns to the FP&S Program Office and the applicant. The applicant must address in writing all regulatory concerns to the satisfaction of DHS CAPO, which may require the submission of revisions to the IRB. The DHS CAPO will then issue a letter of certification or concurrence with the IRB's determination of exempt or non-exempt status. Only then may work with human subjects begin, such as participant enrollment. However, development of tools (e.g., survey instruments), protocols, and data gathering approaches may proceed prior to DHS CAPO certification. Grant recipients must prepare and submit documents to the IRB and DHS CAPO as soon as possible to avoid delays with project implementation. The grant recipient must also submit annual reports to DHS CAPO to include evidence of subsequent IRB reviews, amendments, or any changes of protocol.

- If there is a continuing review, applicants should submit the following:
 - IRB approval letters,
 - Continuing review applications, and
 - Modified documents, recruitment documents, informed consents, or changes of protocol.
- If there is an amendment or modification, applicants should submit the following:
 - IRB approval letters,
 - Amendment or modification applications, and
 - Modified study documents.
- If there is a study closure, applicants should submit the following:
 - IRB acknowledgement of closure, and
 - Closure report or final summary of study submitted to IRB.

h. R&D Activity – Research Terms and Conditions

These Research Terms and Conditions implement the requirements of the Uniform Guidance (2 C.F.R § 200) issued by the U.S. Office of Management and Budget as it applies to research-related grants made by federal awarding agencies to institutions of higher education and nonprofit organizations, and consistent with government-wide research policy.

Responsible and Ethical Conduct of Research

Applicants must have a plan in place to provide appropriate training and oversight in the responsible and ethical conduct of research to undergraduates, graduate students, and postdoctoral researchers who will be supported by FP&S Program funds to conduct research. Training plans should comply with federal laws covering the use of humans in research, and establish procedures for investigating and reporting research misconduct, conflicts of interest,

and for managing recipient's responsibilities under a federal award consistent with the ethical principles of the Belmont Report. (See the National Research Act, Pub. L. 93-348 and the Federal policy for the Protection of Human Subjects or the "Common Rule," codified at 6 C.F.R. Part 46.) Training plans are subject to review, upon request. The recipient shall ensure that these requirements flow down to all subrecipients or are otherwise appropriately addressed in the subaward.

Academic Technology Transfer and Commercialization of University Research

Any institution of higher education, such as defined in section 101(A) of the Higher Education Act of 1965 (20 U.S.C. § 100(a)), that receives FP&S Program support and has received at least \$25 million in total federal research grants in the most recently completed federal fiscal year shall keep, maintain, and make available upon request information concerning its general approach to and mechanisms for transfer of technology and commercialization of research results.

Annual Meeting

The recipient agrees to participate in each two-day annual meeting that may take place during the period of performance and should include the primary staff involved with the grant (example: PI and one researcher). The award recipient also agrees to notify and allow participation/attendance by FP&S Program Office staff at key meetings involving grant activities.

Acknowledgement

For any publication that results from FEMA grant-supported research, the award recipient must include an acknowledgment of FEMA grant support. If the award recipient issues any press releases concerning the outcome of the funded research, FEMA must be notified in advance to allow for coordination.

Publications

The award recipient agrees to provide full public access to any peer reviewed scholarly publications directly arising from research funded by the Federal Government in whole or in part under this award. This shall be accomplished by the recipient providing FEMA the final published documents no later than twelve months after their initial publication for republication by FEMA, in keeping with FEMA's rights under 2 C.F.R. §200.315(b).

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. Other Financial Reporting Requirements

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the [Federal Financial Reporting Form \(FFR\) \(SF-](#)

[425](#)). Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 calendar days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. Programmatic Performance Reporting Requirements

I. PERFORMANCE PROGRESS REPORT (PPR)

The recipient is responsible for completing and submitting a PPR using FEMA GO. The PPR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit a PPR throughout the entire period of performance of the grant and for closeout.

The PPR should include the following:

- A brief narrative of overall project(s) status indicating progress toward project objectives;
- A summary of project expenditures;
- A summary of any products from research activities;
- A description of any potential issues that may affect project completion; and,
- Other information specific to the Activities awarded.

Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 calendar days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

c. Closeout Reporting Requirements

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

- The final request for payment, if applicable.

- The final FFR (SF-425).
- The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance. **Note: R&D Activity** recipients must provide a minimum of ten (10) pages that emphasizes results derived from the funded project throughout the period of performance. The format for this document should include the following sections:
 - Specific Aims of the Project,
 - Rationale for the Study,
 - Relevance to the Fire Service,
 - Project Partners and their Role,
 - Methods,
 - Outcomes, and
 - Significance, Implications, and Recommendations for the Fire Service.
- Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. Additional Reporting Requirements

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient accepts a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of [U.S. Government Accountability Office's \(GAO\) Government Auditing Standards](#), and the requirements of [Subpart F of 2 C.F.R. Part 200](#).

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal

Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

The FP&S Program Helpdesk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The FP&S Program Helpdesk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8 a.m. to 4:30 p.m. ET.

b. FP&S Program Application Guidance Documents

Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are provided to further explain the current FP&S Program, assist

with the online grant application, and highlight lessons learned and changes for FY 2023. For more details, please visit the [FP&S Program website](#).

c. *FEMA-Grants-News*

FEMA-Grants-News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. FEMA-Grants-News provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA-Grants-News can be reached by phone at (800) 368-6498 or by e-mail at FEMA-Grants-News@fema.dhs.gov Monday through Friday, 9:00 AM – 5:00 PM ET.

d. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

e. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. *FEMA GO*

For technical assistance with the FEMA GO system, please contact the [FEMA GO Helpdesk](#) or (877) 611-4700, Monday through Friday, 8:00 AM – 6:00 PM ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also [Section H.9- Actions to Address Noncompliance](#).

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. *Program Evaluation*

Federal agencies are encouraged to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

[OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or

discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with as needed when preparing an extension request. Recipients should request extensions sparingly and only under exceptional circumstances. Approval is not guaranteed. R&D Activity grants with a 4-year POP are not expected to need an extension.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. The review process can take up to 30 calendar days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and are typically granted for no more than a six-month period.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective

communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to [Section H.6-Procurement Integrity](#) in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. See 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as [Section D.10.a](#) of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract**

supported by a federal award if he or she has a real or apparent conflict of interest.

Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes,

local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA preparedness officer.

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

7. FEMA Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy American Preference in FEMA Financial Assistance Programs for Infrastructure available at https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#) and https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

1. Applying the domestic content procurement preference would be inconsistent with the public interest.
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States: means the following for:

1. **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. **Manufactured products:** The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. **Construction Materials:** All manufacturing processes for the construction material occurred in the United States. Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

8. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. See 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. See 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. See 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. See 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. See 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other**

accounting period covered by that indirect cost rate. See 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see [Section H.1- Termination Provisions](#) in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that

expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see [Section F.3.d.III- Single Audit Report](#) of this NOFO.

The objectives of single audits are to:

- Determine if financial statements conform to the Generally Accepted Accounting Principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

[Whole Community](#) includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Appendix A – FY 2023 FP&S Program Updates

Appendix A contains a brief list of changes between FY 2022 and FY 2023 to the FP&S Program. Changes to the FY 2023 FP&S Program NOFO include:

- Under [Section B.4 – Period of Performance](#)
 - Added that the period of performance for projects proposed under the R&D Activity will be 12, 24, or 36, or 48 months from the date of award.
- Under [Section C.1.b – Eligible Applicants](#)
 - Added research foundations and public safety institutions as examples of non-profit organizations that are eligible under the R&D Activity.
- Under [Section E.3.b – R&D Activity Science Panel Evaluation Criteria](#)
 - Added that an applicant must discuss the adequacy of the number of participants or samples to address the research question under the Project Analysis criteria.
- Under [Appendix B – Restrictions on Uses of Award Funds](#)
 - Removed the requirement that Fire Safety Trailers are only eligible under regional projects.
- Under [Appendix B - FP&S Activity, Community Risk Reduction Category](#)

- Clarified that FEMA requires residential smoke and carbon monoxide detectors to be installed in accordance with the most recent NFPA 72 National Fire Alarm and Signaling Code. For example, 2022 Edition of NFPA 72, Chapter 29, specifically section 29.7.1 for carbon monoxide detectors and section 29.8.1 for smoke detectors.
- Clarified that fire sprinkler trailers/side by side trailers for the purpose of public education are eligible and 75% of usage must be dedicated to public education.
- Clarified that fire safety trailers/houses for the purpose of educating the public on the basics of fire behavior and residential fire hazards are eligible, must be submitted under the Public Education Category, and 75% of usage must be dedicated public education.
- Under [Appendix B – FP&S Activity, Fire & Arson Investigation Category](#)
 - Clarified the definition of arson investigation trailers as trailers equipped to perform fire origin and cause investigations.
- Under [Appendix B - FP&S Activity, National/State/Regional Programs and Projects](#)
 - Revised National Strategic Projects to projects that directly advance the National Strategy culminating from the US Fire Administrator Working Groups.
- Under [Appendix B – FP&S Activity, Ineligible Projects and Items](#)
 - Clarified that allowable costs may be limited to reasonable amounts, as determined by FEMA.
 - Added that trailers for the purpose of firefighting training/suppression (such as burn trailers or maze trailers) are ineligible.
 - Clarified guidance on giveaways, including that the cap does not apply to state or national projects and that safety devices are not considered giveaways.
 - Added that code plan review stations, technology development/building of virtual reality games/simulations, ballistic vests, body cameras, firefighter props, or any items/activities intended to be primarily funded under the Assistance to Firefighters Grant (AFG) Program or Staffing to Adequate Fire and Emergency Response (SAFER) Program are ineligible.

14. Appendix B – Programmatic Information and Priorities

Appendix B contains details on FP&S Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. Ineligible Applications and/or Organizations

Eligible applicants may apply for funding under both eligible activities (FP&S and R&D) but must complete a separate application for each eligible activity. Each application may be for up to three projects under that activity, however each project within an application must be presented separately as a free-standing proposal. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

Example 1

A community has a strategic goal of reducing the number of fires caused by the use of barbecue grills on the balconies of apartments. Attainment of this goal will be supported through two projects.

The applicant plans to:

- Launch a public education project; and
- Strengthen code enforcement activities.

Although both projects aim to reach the same goal, the projects are independent of one another and may be funded as such. Therefore, the public education items would be listed as one supporting project and the code enforcement items listed as the second supporting project.

Although both projects will be included in one application, the projects must be independent in that the completion of one project, or any tasks within that project, does not depend on the funding of the other project. Each project requires its own separate supporting budget and narrative statement explaining how accomplishing these independent projects will help achieve the overall goal.

Example 2

A community or organization may have more than one strategic goal depending on its audience or risk. For example, a national organization may have a goal to reduce firefighter fatalities through a national outreach project. It may also have a goal to implement an online training program. The organization would create one project for firefighter safety initiatives and a second project for the online training program. Both projects can be included in one application under the FP&S Activity.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2023 FP&S Program eligibility:

- Fire departments
- National, state, local, federally recognized tribal, and non-profit interest organizations
- Other non-profit organizations, such as academic (e.g. universities), research foundations, public safety institutes, public health, occupational health, and injury prevention institutions

If two or more organizations share facilities and each submits an application in the same activity (e.g., Community Risk Reduction, Wildfire Risk Reduction, Code Enforcement/Awareness, Fire & Arson Investigation, and National/State/Regional Programs and Projects), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- For-profit organizations, federal agencies, and individuals

- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ
 - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities
- If an applicant submits two or more applications for the same activity, both applications may be disqualified
 - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality)
 - In that situation, the applicant may request similar or the same costs as long as the application clearly states which costs (including quantities) are for which agency/instrumentality
 - This is permissible even if that entity submits multiple applications across regional versus direct applications

b. Supporting Definitions for this NOFO

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend on a per-event basis, or paid on-call, to be a combination fire department.

Human Subject means a living individual about whom an investigator (whether professional or student) conducting research:

- i. obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or,
- ii. obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens.

Human subjects are the living participants involved in the testing of some object, measurement of physiologic or biologic process, providing an opinion about behavior, identifying personal behaviors, or participating in an intervention, either as a test or control person. Human subjects may be a healthy individual or a clinical patient.

Interest Organizations are national, regional, state, local, tribal, and non-profit entities that are recognized for their experience and expertise in fire prevention and safety programs.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Research means a systematic investigation, including development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Research should be conducted in accordance with suitable methodologies set by specific professional fields and academic disciplines. Any research involving human subjects must be reviewed by an IRB (for details see [Section F.2.g- Human Subjects Research](#) of this NOFO). Only projects determined by an IRB as exempt from further IRB oversight are eligible for FP&S activity funding under the National/Regional/State Programs and Projects category.

State is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

c. ***Application Tips***

The following information may be useful when preparing a competitive application:

- For the most competitive applications, select the local need(s) that most closely align with one or more FP&S Program funding priorities.
- Applications differ based on the applicant type. For example, the FP&S Activity application will be different from the R&D Activity application; the FP&S Activity application will be different for a fire department than an interest organization applying for the same FP&S Activity. Be sure to select the appropriate applicant type when applying.
- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served and must provide detailed information regarding the items or activities for which they are seeking funding.

- When adding costs to the application, applicants must include total project costs (including both the federal and non-federal portion) to ensure that the cost share is correctly calculated.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities actually funded. The grant recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award.

d. Restrictions on Uses of Award Funds

- Under the FP&S Activity, applications that request a Risk Assessment project are precluded from applying for, or being awarded, additional FP&S Activity projects.
- Firefighter overtime for fire suppression and operational activities are not allowable expenses but documented firefighter overtime costs to support awarded activities (such as smoke alarm installation) are allowable personnel expenses.
- A project awarded under either the FP&S Activity or the R&D Activity requires IRB review if human subjects are involved (see definitions above and [Section F.2.g- Human Subjects Research](#) of this NOFO).

e. Funding Priorities

I. FP&S ACTIVITY OVERVIEW

FEMA desires to provide flexibility to applicants to design innovative strategies and/or unique proposals that reach for a higher level of safety for the public with respect to fire and fire-related hazards. All proposals, as part of the vulnerability statement, will be evaluated on how well the applicant demonstrates the understanding of their actual community fire and safety risks. A community risk assessment should be used to document the “risk” as a basis for mitigation. If the applicant has evidence of a community risk, the application should be based on solving the problem that will reduce the risk. A risk analysis should be the foundation of the application.

FEMA encourages applicants designing fire prevention initiatives to utilize the “Fire is Everyone’s Fight™” campaign from the United States Fire Administration (USFA). This program uses a wide range of resources to communicate the importance of taking action to protect ourselves and the people we love from the dangers of fire. “Fire is Everyone’s Fight™” is designed to unite the fire service and many others in a collaborative effort to reduce home fire injuries, deaths, and property loss. It invites fire departments, safety advocates, community groups, schools, and others to rally behind a common and compelling theme. USFA and its partners will communicate and reinforce key lessons across many proven fire safety and prevention initiatives and programs, available at [Fire Is Everyone's Fight® \(fema.gov\)](#).

1. Comprehensive Fire and Life Safety Education Program

A comprehensive education program goes beyond awareness of risk factors. It is based on a plan that contains elements designed to result in knowledge gain, application of knowledge, and ultimately, behavior change based upon understanding

and acceptance of new knowledge and skills. The five-step planning process, as developed by the USFA, is used for the design, implementation, and evaluation of comprehensive education programs. Important steps in the process include risk analysis, community partners, intervention strategy, implementation, and evaluation. An intervention strategy that incorporates multiple Es (Education, Engineering, and Enforcement) has the best chance of making a measurable difference.

Note: More information on the five-step planning process can be found in the [U.S. Fire Administration’s “Public Fire Education Planning: A Five-Step Process”](#) guide.

EXAMPLE

People learn best when information is presented simply, repeated often, sustained over a period of time, and practiced. This is especially true when educating children about fire and life safety. A comprehensive education program using a fire safety trailer might look like this:

- **Risk Analysis:** The fire department uses local incident data to identify and prioritize the types of fires occurring in the community. The program planning team ensures appropriate educational messages are included to address the fire problems that are causing these incidents. They focus attention and resources in specific areas or neighborhoods where fire calls are most frequent.
- **Community Partners:** The fire department reaches out to schools in the neighborhoods at highest risk of fire to schedule a safety trailer visit. They partner with classroom teachers, who work with the students ahead of time to prepare for the visit. The teacher introduces key fire safety concepts, along with vocabulary words the firefighters will use during the visit.
- **Intervention Strategy:** The safety trailer is used as a hands-on tool for students to learn and practice what they know about fire safety. Lessons are tailored to the age and ability of the students. For example, the smoke feature is not used for a classroom of preschoolers, as this would frighten some of the children.
- **Implementation:** The trailer visit is implemented as part of a three-part implementation strategy - before, during, and after. BEFORE the visit, teachers prepare students about what they will learn and do when the trailer visits their school. DURING the visit, firefighters explain key safety messages in simple terms and give students a chance to practice what to do. AFTER the visit, teachers talk with students about what they learned, and encourage them to test their smoke alarms and practice a home fire drill with their families. The teachers help identify families that do not have smoke alarms. When possible, the fire department follows up with these families to install smoke alarms in these homes and educate the parents and caregivers about fire safety. Use of multiple Es might be appropriate lessons (Education) combined with free smoke alarm installation (Engineering) according to code requirements (Enforcement).
- **Evaluation:** With the teacher’s help, the fire department conducts a follow up session with the students in class to review lessons learned and gauge sustained knowledge. Additionally, with assistance from the school, the fire

department may send home a parent survey to determine how many homes installed smoke alarms, tested smoke alarms, and practiced a family fire drill since the visit. The fire department would then compare current local incident data with the data collected during the risk analysis to determine the impact of the program.

2. Category Priorities and Eligible Projects

The following tables list the eligible categories and priorities under the FP&S Activity.

i. Community Risk Reduction Category

Community Risk Reduction Category - Program Priorities

According to data available to FEMA and the USFA, working smoke alarms and residential sprinklers greatly reduce the risk of fire casualties for the nation's residents. Therefore, under this category there are three distinct, but equal, priorities.

- **Smoke Alarm Installations:** Programs that target a specific high-risk population to conduct both door-to-door smoke alarm installations and provide home safety inspections, as part of a comprehensive home fire safety campaign. The comprehensive home fire safety campaign must also include an educational program that is delivered to the occupant at the time of the installation and inspection. Installation may include combination smoke and carbon monoxide alarms.

Further, additional consideration will be given to applicants who incorporate supplies for deaf/hard-of-hearing alarm installations as part of their comprehensive installation and education effort (hardwiring of deaf/hard-of-hearing smoke alarms is eligible).

FEMA, through its FP&S Program, promotes the use of smoke alarms that are powered by non-removable, long-life batteries, and are enclosed within a tamper-resistant housing. Applicants who do not plan on using smoke alarms powered by non-removable, long-life batteries, and are not enclosed within a tamper-resistant housing, must address the rationale for using alternatives.

FEMA requires residential smoke and carbon monoxide detectors to be installed in accordance with the most recent NFPA 72 National Fire Alarm and Signaling Code. For example, 2022 Edition of NFPA 72, Chapter 29, specifically section 29.7.1 for carbon monoxide detectors and section 29.8.1 for smoke detectors.

- **Sprinkler Awareness:** Programs that include sprinkler awareness that affect the entire community in this effort, such as educating the public about sprinklers, promoting sprinklers, and demonstrating working models of sprinklers. Installation of sprinkler systems is only eligible if proposed as part of a sprinkler demonstration/educational effort.

Community Risk Reduction Category - Program Priorities

Fire sprinkler trailers/side by side trailers for the purpose of public education are eligible. 75% of usage must be dedicated to public education.

- **Risk Assessments:** Community-appropriate comprehensive risk assessments and risk reduction planning. WUI risk assessment projects should be applied for under this category.

Note: Applications that request a risk assessment are precluded from applying for or being awarded additional projects.

Community Risk Reduction - Examples of Other Eligible Projects

- **Smoke Alarms:** Applicants who are unable to meet the above stated funding priority (door-to-door installations and home safety inspections) for this category are still eligible to apply for smoke alarms (or combination smoke and carbon monoxide [CO] alarms). This includes projects that encompass educational components that teach how smoke alarms work to provide early warning in case of a fire, while promoting the installation of smoke alarms and/or inspections to assure that previously installed smoke alarms are operational. Applicants who will not perform installation of the alarms should discuss in their Narrative Statement the methodology for ensuring that the alarms will be properly installed in accordance with the most recent NFPA 72 National Fire Alarm and Signaling Code. For example, 2022 Edition of NFPA 72, Chapter 29, specifically section 29.7.1 for carbon monoxide detectors and section 29.8.1 for smoke detectors. FEMA, through its FP&S Program, promotes the use of smoke alarms that are powered by non-removable, long-life batteries, and are enclosed within a tamper-resistant housing. Applicants who do not plan on using smoke alarms powered by non-removable, long-life batteries, and are not enclosed within a tamper-resistant housing, must address the rationale for using alternatives.
- **Training:** Local or regional projects to educate or train personnel in the area of public education are eligible under this activity.
- **General Prevention/Awareness:** Projects that include general prevention initiatives, including lock-box installation, CO detectors, address markers, cooking range technologies, etc., are eligible under this activity.
- **Public Education:** National or local projects that promote the reduction of injury due to fire or other safety hazards are eligible under this activity. Projects may include burn prevention, media/public relations campaigns, injury prevention, or other community risk reductions that could be justified in the Narrative Statement.

Educational props (educational tools), including fire extinguisher trainers, must be part of a comprehensive and detailed public safety education campaign.

An LED/electronic sign is eligible if it is part of a comprehensive and detailed public safety education campaign. Only one LED/electronic sign is allowed per applicant and

Community Risk Reduction - Examples of Other Eligible Projects

75% of usage must be dedicated to the comprehensive/detailed public education campaign. Additional restrictions apply (for details see [Section F.2.c- Environmental Planning and Historic Preservation \(EHP\) Compliance](#) of this NOFO).

Eligible items also include escape planning, model homes, and curriculum delivery tools. Projects that will deliver training to the public in the area of automatic external defibrillators (AEDs), Cardio-Pulmonary Resuscitation (CPR), or age-appropriate fire extinguisher training will be considered. However, if the projects are for fire department operational staff, these projects should be requested under the AFG Program.

Fire safety trailers/houses for the purpose of educating the public on the basics of fire behavior and residential fire hazards are eligible and must be submitted under the Public Education Category. 75% of usage must be dedicated public education.

- **Juvenile Fire Setter Projects:** Projects that are designed to mitigate the instances of fire set by children are eligible under this activity. Projects may have treatment and intervention components. The intervention components should be age appropriate.

ii. Wildfire Risk Reduction

Wildfire Risk Reduction - Program Priority

Education and awareness programs that protect lives, property, and natural resources from fire in the WUI (not forestry), including Community Wildfire Protection Plans (CWPP) or programs supporting fire adapted community initiatives, should be applied for under this activity. Fuel reduction demonstrations, in a targeted location as part of an awareness and education effort, are considered but additional restrictions apply (for details see [Section F.2.c- Environmental Planning and Historic Preservation \(EHP\) Compliance](#) of this NOFO). Education and awareness programs should apply to the entire community such as educating the public about fire-related WUI risks, promoting fuel reduction, and may include a community Wood Chipper Program and/or External Home Sprinkler Kits.

Note: WUI risk assessment projects should be applied for under the Community Risk Reduction, Risk Assessment Category.

Wildfire Risk Reduction - Examples of Other Eligible Projects

- External Home Sprinkler Kits - only eligible if proposed as part of a WUI education/awareness effort.
- Wood Chipper Programs - only eligible if proposed as part of a WUI education/awareness effort. Wood Chipper Programs may include contract services for fuel reduction or removal (community wood chipper) or renting wood chippers plus salary and benefits for employees with dedicated community wood chipper duties. Wood Chippers may not be purchased through this grant program.

iii. Code Enforcement/Awareness Category

Code Enforcement/Awareness Category - Program Priority

Projects that focus on first time or reinstatement of code adoption and code enforcement, including WUI fire codes for communities with a WUI-wildfire risk. See the [U.S. Fire Administration Wildfire and the Wildland Urban Interface \(WUI\) resources](#) for additional information.

Code Enforcement/Awareness Category - Examples of Other Eligible Projects

- Assistance for the adoption or awareness of building codes.
- Support for conducting inspections or pre-planning (including personnel costs, software, supplies, and training assistance).
- Promotion of code enforcement to improve engineering and/or enacting fire-related ordinances for new construction.

iv. Fire & Arson Investigation Category

Fire & Arson Investigation Category - Program Priority

Projects that aim aggressively to investigate every fire.

Fire & Arson Investigation - Examples of Other Eligible Projects

- | | |
|---|--|
| <ul style="list-style-type: none"> • Arson investigation trailers (trailers equipped to conduct/train to conduct fire origin and cause investigations) • Arson investigation equipment (including PPE) • Arson investigator training • Arson-related surveillance equipment | <ul style="list-style-type: none"> • Arson prevention training • Personnel costs • Educational materials • Media equipment |
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v. National/State/Regional Programs and Projects Category

National/State/Regional Programs and Projects - Program Priority

Projects should aim to measurably change behavior and decision-making of the target audience. Projects should communicate and disseminate strategies to measurably effect change.

Projects may include, but are not limited to, the following:

- Projects that focus on residential fire issues, such as:
 - Projects that reduce the fire fatality rate, especially in areas of high social vulnerability;
 - Projects that advance the adoption and awareness of current building codes; and,
 - Projects that focus on first-time or reinstatement of code adoption and code enforcement.
- Projects that focus on firefighter safety, health, and well-being by dissemination and implementation of programs, policies, or products from previous research studies that used rigorous scientific methods to determine effectiveness.
- Other projects that do not include a research component, such as:
 - Projects that address emerging energy challenges to the fire service and their communities;
 - Projects that promote code enforcement to improve engineering and/or enacting fire-related ordinances for new construction;
 - Projects that address abandoned building issue;
 - Projects that improve occupational factors and injury/illness/disease/death/behavior health.

Projects requiring IRB approval to work with human subjects are not eligible. Projects with an IRB exemption determination may be eligible (for details see [Section F.2.g-Human Subjects Research](#) of this NOFO). Unless otherwise directed by the FP&S Program Office, the IRB exemption determination letter and IRB application must be provided at time of application.

Applicants proposing to interface with government databases must explain how the systems will interface or data exchange will occur. The narrative must also explain how this effort will not duplicate existing databases or previously funded efforts.

National/State/Regional Programs and Projects – National Strategic Projects

Approximately \$2 million is set aside to fund projects that directly advance the [National Strategy culminating from the U.S. Fire Administrator Working Groups](#).

National/State/Regional Programs and Projects – National Strategic Projects

Projects are expected to be implemented over a 12-month period of performance. One to three awards are expected (but not required), each in the amount of **\$300,000 to \$1,000,000**.

Projects requiring IRB approval to work with human subjects are not eligible. Projects with an IRB exemption determination may be eligible (for details see [Section F.2.g-Human Subjects Research](#) of this NOFO). Unless otherwise directed by the FP&S Program Office, the IRB exemption determination letter and IRB application must be provided at time of application.

3. Ineligible Projects and Items

Applicants must correlate the activities for which funding is requested and the identified problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will support FP&S Program objectives. Allowable costs may be limited to reasonable amounts, as determined by FEMA.

The following table describes the projects and items that are **ineligible** under the FP&S Activity:

Ineligible Projects and Items for FP&S Activity

• Educational props (e.g., tools that are used in educational or awareness demonstrations) that are not part of a comprehensive educational program, a planned educational effort, or lack description of these elements • Costumes and/or puppets that are not part of a comprehensive educational program • AED, CPR, or fire extinguisher training for operational staff • Fire hydrants/dry hydrants, supplies, labor, and installation costs • Weather/disaster notification devices (e.g., sirens) • Intruder alerting systems and deployment notification systems • Driver simulator training tools that are not part of a state or national education effort that leads to driver certifications	• Fire suppression or EMS equipment, supplies, and vehicles • Fire extinguishers • Firefighting training tools, props or equipment, PPE, fitness equipment, immunizations, or firefighter physicals (NOTE: PPE traditionally worn in fire suppression may also be appropriate for arson investigation when a risk for reignition exists, and is allowable under the Arson Investigation Category if justified in the Narrative Statement) • Trailers for the purpose of firefighting training/suppression (such as burn trailers or maze trailers) • Installation of sprinkler systems that do not include an educational/demonstration component • Suppression-related training including Firefighter I, Firefighter II, wildland
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Ineligible Projects and Items for FP&S Activity	
compliant to NFPA 1002 or its equivalent • Sprinkler head caps • Development of administrative documents (e.g., Standard Operating Procedures, manuals) • Live animals • Firearms • Fire extinguisher training for children under 14 years old and adults over the age of 65 • Equipment that is considered entertainment as opposed to educational tools that are part of a comprehensive program • Fire extinguisher training that is not part of a comprehensive prevention/education program • Vehicles (not including tow vehicles, which are limited to \$6,000 per application) • Dollar amount for giveaways (plastic fire helmets, stickers, plastic badges, coloring books, marketing items, etc.) is limited to \$2,500 per project (or \$5,000 for a regional project). The cap does not apply to state or national projects. Safety devices are not considered giveaways (such as potholders) because the intended purpose of the item is to directly reduce risk or prevent injury. • Inflatable bounce houses (this does not include houses with non-inflatable floors, commonly used in education programs) • Unmanned Aerial Vehicles (UAV), drones, or related costs • Research and development • Creation of new databases • Projects requiring IRB approval to work with human subjects • Code plan review stations	firefighting, training exercises, or drills for suppression or disasters activities • Communication equipment, including portable radios or computer-aided dispatch (CAD) systems • Community projects that include the use of tot finder/child finder, seniors, or pet finder decals • Hydrant poles or markers • Fire-retardant house gel(s) • Alarm system and alarm system installation • Fire safety equipment (e.g., smoke alarms, CO detectors, surge protectors) that does not adhere to a fire service recognized standard (e.g., non-UL, listed, ANSI fire safety equipment) • Equipment that has no intrinsic fire prevention or life safety education application • Command Center Packages on fire safety trailers • Prescribed burns • Fuel reduction equipment • Vegetation removal equipment • Fuel or vegetation removal/reduction on public land • Entertainment: electronics, events, etc. • Props (except as required for educational programs) • Robotics • Demonstration tugboats • Evacuation roads • Ballistic vests • Body cameras • Remodeling/renovations to an existing facility is only eligible if limited to minor interior alterations costing less than \$10,000 • Other items or services that do not directly support the FP&S Program objectives

Ineligible Projects and Items for FP&S Activity	
Technology development/building of virtual reality games/simulations.	Items/activities intended to be primarily funded under the Assistance to Firefighters Grant (AFG) Program or Staffing to Adequate Fire and Emergency Response (SAFER) Program. Fire departments that wish to carry out internal, local, firefighter safety and well-being projects should apply under the AFG Program.

4. Regional Project

A regional project is an opportunity for an eligible FP&S Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating FP&S Activity-eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any FP&S Activity or R&D Activity project; however, it cannot be for the same item. For example, a department cannot apply for smoke alarms under its own organization and participate in a regional smoke alarm project.

In completing the application, the applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will benefit from the regional project may also apply for funding under the FP&S Activity as long as the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

In order to apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes but is not limited to cost share, accountability for the assets, and all reporting requirements in the regional application.

All participants of a regional application must be compliant with FP&S Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the FP&S Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the FP&S Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU), or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible FP&S Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application.**

II. R&D ACTIVITY OVERVIEW

The goal of the R&D Activity is to reduce firefighter line-of-duty fatalities and injuries through research to improve firefighter safety, health, or well-being. In January 2022, the National Fallen Firefighters' Foundation (NFFF) released the 2021 National Fire Service Research Agenda. A copy of the research agenda is available on the [NFFF Website](#). In October of 2022, the U.S. Fire Administrator, in partnership with the NFFF, hosted the [U.S. Fire Administrator's Summit on Fire Prevention and Control](#) and identified six critical issues facing the fire service that need immediate attention. Projects that address the National Fire Service Research Agenda and/or the critical issues identified at the U.S. Fire Administrator's Summit with respect to firefighter health and safety are strongly encouraged.

III. R&D ACTIVITY PROJECT ELIGIBILITY INFORMATION

Applicants are strongly encouraged to seek partnerships with the fire service that will support the ongoing project efforts from design through dissemination and implementation. It would be appropriate for most applications to include one or more local or regional fire departments and one or more national level fire-related organizations.

Because the R&D Activity aims to improve the safety, health, or well-being of firefighters, having strong partnerships with the fire service is essential to the likely relevance and effectiveness of the project. Letters of commitment to actively

participate in the project from the fire service are encouraged and may be inserted in the Appendix Section of the application for funding.

Cost effectiveness analysis is encouraged in all research projects. [The World Health Organization's Guide to Cost-Effectiveness Analysis](#) provides information on how to evaluate and utilize cost-effectiveness analysis.

Ultimately, the use of cost effectiveness results will be based on the overall study being successful and finding that firefighter safety, health, or well-being was improved by the program, policy, or product.

All proposed projects under the R&D Activity must address the potential for improvement in firefighter safety, health, or well-being both in the short term and long term.

Proposed projects must address the potential for a successful research outcome to be disseminated and implemented in the fire service and reduce firefighter fatalities or injuries.

The following are descriptions of five R&D Activity categories. These categories are not listed in order of importance. This is not intended to be an all-inclusive list of projects that will be considered. Applicants may also find the abstracts of previously funded R&D Activity projects on the [FP&S Program Website](#).

i. Clinical Studies Category

The R&D Clinical Studies category includes projects that address behavioral, social science, and cultural research as well as physiological and medical research activities.

Such studies must address the relevant aspects of reducing fatal and non-fatal injuries among firefighters and, where possible, have rigorous design that permits attribution of results to the intervention.

In addition to being relevant and rigorous, each study should target the appropriate level of investigation based on the state of the science.

At the most basic level, the study might be foundational, investigating the underlying risk and protective factors associated with certain injury outcomes. These may include the following:

- Individual level characteristics;
- Departmental/organizational policies;
- Firefighter behavioral practices and norms; and
- Environmental factors.

Where evidence exists to progress to more applied research, the study should emphasize intervention development and testing for effectiveness, including in the field setting. For instance, if certain tests in clinical care settings are known to identify those at risk for cardiovascular events, then the study may focus on modification, if necessary, and implementation of such tests in fire service settings. To ensure study rigor, the study's design would use a randomized control trial, with comparison to usual care. Inclusion of a cost-effectiveness analysis is strongly encouraged.

Where the effectiveness of an intervention has been established in the field setting, the final level of study aims to facilitate adoption of the research results in the fire service by conducting dissemination and implementation research. Such a study may investigate the impact of strategies for widespread implementation with fidelity. Credible evidence of effectiveness is defined as positive results from systematic and rigorous study, and the absence of negative results or side effects.

ii. Technology and Product Development

The Technology and Product Development category includes projects that result in outcomes that can enhance safety of firefighter activities. Firefighter safety can be improved through greater understanding of fire phenomena inside and outside structures, and the development of products to enhance firefighter situational awareness and effectiveness. Projects can develop new technology or adapt existing products and technology to new uses.

Projects shall address the safety of firefighters for all types of responses including residential, commercial, industrial, and wildland fires. Technology and product development projects can address fire and firefighting hazards by making use of technology transfer opportunities in which existing technologies can be adapted to enhance firefighter safety.

As the intention of the R&D Activity is to deliver outcomes that are likely to be implemented nationally by the fire service, inclusion of a cost-effectiveness analysis is encouraged.

Technology and product development projects need to assess the ultimate practicality of deployment and use of the results by the fire service. In making a selection of local fire department and national fire service organization partners, consideration should be given to the capabilities of the partners to assist in the evaluation of the project outcomes.

iii. Database System Development

Database systems are used for the systematic collection of information that aims to determine the predictors and correlation for incidents pertaining to fatal and non-fatal injuries. Focus of the data collection may include but is not limited to:

- Firefighter demographic and health factors (e.g., age, blood pressure);

- Firefighter employment factors (e.g., shift, volunteer, training);
- Firefighter safety behaviors (e.g., seat belt use, hydration);
- Firefighting equipment;
- PPE;
- Departmental/organizational safety policies and practices;
- Cultural or social norms regarding injury prevention practices;
- Community-based resources (e.g., hospitals, communication systems); and,
- Environmental factors such as local building structures and types of building materials.

Applications may, for instance, focus on the design and feasibility of a new database system, expand variables and/or data collection methods, seek to build upon an existing database system, or move from a local level database system to a broader state or regional system.

Applicants proposing to interface with government databases must explain how the systems will interface or data exchange will occur. The narrative must also explain how this effort will not duplicate existing databases or previously funded efforts.

iv. Preliminary Studies

Project ideas may require information, evidence, experimentation, and study to justify a larger and complete project that can impact firefighter safety, health, or well-being. Preliminary studies of one-year duration may be proposed to obtain enough evidence to justify a future larger study.

Preliminary studies, while narrower in scope, must have the same high levels of scientific rigor and relevance to the fire service as studies in other R&D Activity categories. The successful completion of a preliminary study does not result in special priority for the larger follow-on proposal submitted in a subsequent application period. The level of funding requested should be proportionate to the limited goal and purpose of the preliminary effort.

v. Early Career Investigator

This project category is intended to promote the development of PIs engaged in research to improve firefighter safety, health, and well-being. This category is reserved for projects led by a PI who received a terminal academic degree (a doctoral level, professional level, or equivalent advanced level research degree) or ended post-graduate training (such as a post-doctoral fellowship or residency, whichever date is later) within ten years of the opening date of the application period and who has not been a PI on a previous FP&S Program award. Projects that are affiliated with larger ongoing fire service research efforts are encouraged. The applicant's institution must be the sponsoring institution, as individuals are not eligible to receive an award under this program. All proposed projects must

also have at least one fire service partner. As noted earlier in this NOFO, these projects are limited to a maximum \$600,000 federal share.

vi. Special Emphasis Topics

The following considerations are not scored but may impact the evaluation of the entire application. This information may be used by application reviewers or by FEMA during technical review prior to making final funding decisions.

1. **Mental Health and Well-being.** To address firefighters' concerns with post-traumatic stress, depression, suicide, and related issues, and because resiliency intervention studies have demonstrated effectiveness with firefighters and other first responders, the FP&S Program Office encourages proposals for mental health and well-being projects.
2. **Occupational Health.** In the course of responding to fire and other emergencies, firefighters routinely work in an environment where they are exposed to chemical and physical hazards. Initial research shows that these exposures are linked with disease outcomes in areas of cancer, cardiovascular, and reproductive health. Proposals are encouraged to understand contributions of biological, genetic, physiological, behavioral, psychological and sociological factors, and to develop and test interventions, procedures and products for efficacy and effectiveness. Priority is given to projects that include under-researched populations, those with higher risks, and those with unique exposures.
3. **Wildland and WUI.** In recent years, there has been an increase in the frequency of large, uncontrollable wildland fires including those that impact communities in the WUI. The physical demands and fire environment, as well as the tactics and equipment associated with wildland firefighting differ from structural firefighting. Research directed at mitigating the safety and health hazards associated with wildland firefighting is encouraged. Firefighter safety, health, and well-being research issues include vehicle crashes, acute exposures, respiratory protection, PPE requirements, communications, physical fitness, and wildland fire incident modeling. Proposals are encouraged to improve wildland firefighter safety, health, and well-being through applicable technology and product development and behavioral, clinical, and social research.

4. Ineligible Projects and Items

The following tables describe projects and items that are ineligible under the R&D Activity.

R&D Activity Ineligible Projects and Items	
Projects that focus primarily on curriculum development and delivery of education or training materials	Projects with local emphasis and little or no indication of application to the broader fire service

• A descriptive study about the fire service or any study without reduced firefighter injury or enhanced firefighter safety aims • Projects that emphasize funding for service delivery	• Applications that include violations of intellectual property • International travel to attend conferences or disseminate results • Projects to purchase stock in any entity
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15. Appendix C – Award Administration Information

Appendix C contains detailed information on FP&S Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

a. *Help FEMA Prevent Fraud, Waste, and Abuse*

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

b. *Economic Hardship Waivers of Cost Share and MOE*

In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an FP&S Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines [Information Bulletin No. 427](#). The Assistant Administrator of Grant Programs, on behalf of the FEMA Administrator, will have the final authority to make determinations as to whether a request for an Economic Hardship Waiver will be granted.

FP&S Activity fire department applicants must indicate at the time of application whether they are requesting a waiver and whether the waiver is for the cost share requirement, for the MOE requirement, or both. The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of [Information Bulletin No. 427](#).

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in [Information Bulletin No. 427](#) will result in a denial of the waiver.

c. *Grant Writer/Preparation Fees*

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the “Grant Request Details” section of the application and must

satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of this NOFO and up to 30 calendar days after the application period closes. For grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

1. A copy of the grant writer's contract for services;
2. A copy of the invoice or purchase order;
3. A copy of the canceled check (front and back); and
4. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify the following as “Application Participants” in the “Contact Information” section of the application: Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place prior to submitting the application.

d. Maintenance and Sustainment

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible maintenance and sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections, or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with FP&S Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

e. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible FP&S Program acquisition activity may be charged to an FP&S Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the FP&S Program application narrative, as well as the “Grant Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible FP&S Program acquisition activity, are not chargeable to any FP&S Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC*

requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit [Federal Communications Commission | The United States of America \(fcc.gov\)](https://www.fcc.gov).

f. *Excess Funds*

After completing the initial project(s) proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred and all goods and services must be delivered or completed within the period of performance in order to be allowable.

g. *Payments and Amendments*

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

FP&S Program payment/drawdown requests are generated using FEMA GO. FP&S Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance FP&S Program payment/drawdown request. EHP review requirements must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit [Treasury Current Value rate](#).

Reimbursement

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of FP&S Program approval for reimbursement requests, recipients shall submit all applicable source documentation, such as timecards, contracts, invoices, purchase orders, proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the costs associated with each payment/drawdown request

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original cost share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original cost share less the rebate-adjusted cost share.

Payment Requests During Closeout

A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

Amendments

FEMA may approve FP&S Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity or mission, retroactive approval, closeout issues, and some excess funds requests; and/or,
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with FP&S Program goals and objectives.

Note: a recipient may deobligate (e.g., return) unused funds (e.g., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (e.g., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's cost share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

h. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of FP&S Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under an FP&S Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the FP&S Program Help Desk prior to the disposition of FP&S Program-funded equipment.

STAFF REPORT

Meeting Date: April 2, 2024
Item #: 3

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Lake Lilly Apartments Private Access Road (Public Right of Way Portion). (Development Engineer Keaton)

Background Summary:

Lake Lilly Private Access Road Begins at the roundabout on S. Bluford Ave, just south of the intersection at Old Winter Garden Rd and S. Bluford. The roadways consist of all public Rights of Way on South Bluford Ave from the intersection of Old Winter Garden Rd and S. Bluford to the roundabout and from the private access entrance to phase 6 of the Alibi (Lake Lilly) Apartments. The developer has completed the construction of the infrastructure improvements and has requested a Certificate of Completion. The infrastructure improvements include road work, a stormwater collection system, and associated landscaping. All identified punch list repairs have been completed, and the developer is ready to start the two-year warranty period for the public improvements.

As a requirement of the Land Development Code, the developer is required to furnish the City with a Surety to cover any possible damages discovered during the next two years. Should the developer not choose to make those repairs, Lake Lilly Apartments LLC, has provided the City with an Escrow fund in the amount of 10% of the constructed improvements. The surety amount is a total of \$4,571.89 in the form of a check. The attached Maintenance, Materials, and Workmanship Agreement (Form 8 from the Land Development Code) acts as the executable document between the developer and the City. The Surety will be returned to the developer upon completion of the two-year warranty period and the repair of any damages caused over those two years.

Issue:

Should the Honorable Mayor and City Commissioners accept the Surety as provided by Lake Lilly Apartments LLC, for the two-year warranty for the Public ROW portion of the Lake Lilly Apartments Private Access Road and execute the Maintenance, Materials, and Workmanship Agreement?

Recommendations:

The Development Services Department recommends the Honorable Mayor and City Commissioners approve the Surety and the execution of the Maintenance, Materials, and Workmanship Agreement with Lake Lilly Apartments LLC, for the Public ROW portion of the Lake Lilly Apartments Private Access Road.

Attachments:

1. MMW 2-year Agreement for ROW

Financial Impacts:

There are no financial impacts to the City in accepting this two-year warranty Surety.

Type of Item: Consent

MAINTENANCE, MATERIALS, AND WORKMANSHIP
ESCROW AGREEMENT

This Agreement is entered into this ____ day of _____, 2024, by **Lake Lilly Apartments, LLC, a Delaware limited liability company**, hereinafter referred to as "Developer" and the **City of Ocoee, a Florida municipal corporation**, hereinafter referred to as the "City".

WHEREAS, Developer is the owner of certain real property located in Orange County, Florida more fully described in the attached **Exhibit "A"** which exhibit is incorporated herein by this reference (the "Property"); and

WHEREAS, Developer has developed and constructed on the property, a subdivision known as **Lake Lilly Apartments FSP** (the "Subdivision") and in connection therewith has installed with the approval of the City certain roads, streets, sewers, water systems, drainage works, and/or other improvements (the "Improvements") under the provisions, conditions, and requirements of the City's Subdivision Regulations and the subdivision approval granted the 2nd day of November, 2021, by the Board of City Commissioners. The Developer and the City entered into a Maintenance, Materials, and Workmanship Escrow Agreement to cover the public Improvements related to the Subdivision on July 18, 2023 (the "Existing Maintenance Agreement"). Since signing the Existing Maintenance Agreement, the Developer has also completed construction of a small-scale site plan for private access road to the Subdivision (the "Private Access Road"), which also contains a public right-of-way portion (the "Public Road Work"). In connection with the Private Access Road and the Public Road Work, the Developer repaired the existing roundabout and right-of-way area of South Bluford Avenue (the "Public Repairs" and together with the Public Road Work, the "Public Improvements"); and

WHEREAS, under Section 4-4, Subdivision Review Process, of the City's Land Development Code, Developer is required to warrant the maintenance, materials, and workmanship of the Public Improvements constructed by Developer within the Subdivision; and

WHEREAS, Section 4-4, Subdivision Review Process, of the City's Land Development Code provide that Developer may guaranty such maintenance, materials, and workmanship by placing a cash escrow with the City; and

WHEREAS, Developer wishes to establish an escrow fund in order to guaranty the maintenance, materials, and workmanship of the Public Improvements within the Subdivision as required by Section 4-4, Subdivision Review Process, of the Land Development Code.

NOW THEREFORE, the parties agree as follows:

SECTION 1. ESTABLISHMENT OF ESCROW FUND.

Developer does hereby establish an escrow fund with the City in the amount of \$4,571.89 to guaranty the maintenance, materials, workmanship, and structural integrity of the Public

Improvements. This escrow fund shall be placed by the City in an account at a local financial institution and shall be disbursed only in accord with the terms of this Agreement.

SECTION 2. TERMS AND CONDITIONS FOR RETURN OF ESCROW FUND.

In the event Developer shall maintain the Public Improvements in a first class condition for a period of two (2) years from the date of issuance of the Certificate of Completion for the Public Improvements, and if Developer shall replace all paving or other structures which within said two (2) year period shall be found by the City not to comply with said subdivision approval, and that if the Developer shall replace any other Public Improvements the materials, workmanship, or structural integrity of which shall be found by the City not to comply with said subdivision approval for a two (2) year period following issuance of the Certificate of Completion by the City, and shall pay any and all costs or expenses incidental to the performance of any work required to be performed hereunder, then the monies escrowed hereunder less an administrative fee of two (2) percent which shall be retained by the City and less all bank charges with respect to the maintenance of the escrow fund shall be returned to the Developer.

SECTION 3. CITY'S RIGHT TO DRAW ON ESCROW FUND.

The funds escrowed hereunder shall be used by the City only to repair or replace the Public Improvements deemed by the City to not comply with the subdivision approval except as mutually agreed to by the parties. If at any time during the two (2) year period following the issuance of the Certificate of Completion for the Public Improvements the City notifies Developer in writing of any deficiency or fault in the materials, workmanship, or structural integrity of the Public Improvements, and Developer fails to correct such deficiency or fault to the satisfaction of the City within thirty (30) days of such written notice, then the City may make such corrections, the cost of which shall be paid for out of the escrow fund for this purpose without further notice to Developer.

Notwithstanding anything contained in Section 2 above, in the event the City has notified Developer of a deficiency or fault as provided above, the term of this Agreement shall continue until such deficiency or fault is corrected.

SECTION 4. CONTINUED APPLICABILITY OF SUBDIVISION REGULATIONS.

This Agreement shall not be construed to relieve or release Developer from any of its obligations under the City Subdivision Regulations with respect to the Public Improvements.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

Signed, sealed and delivered
in the presence of:



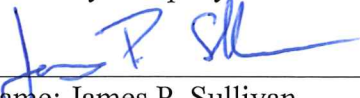
Print Name Tral Baker



Print Name Benjamin Smith

DEVELOPER:

Lake Lilly Apartments, LLC, a Delaware
limited liability company

By: 

Print Name: James P. Sullivan
Its: Authorized Signatory

ATTEST:

By: _____
City Clerk

CITY:

CITY OF OCOEE, FLORIDA,
a Florida municipal corporation

By: _____
Mayor

(SEAL)

For the use and reliance by the City of Ocoee
only. Approved as to form and legality this
__ day of _____, 20__.

Approved by the Ocoee City Commission at a
meeting held on _____, 20__
under Agenda Item No. _____.

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

(Legal Description of Real Property Constituting the Subdivision)

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE ALONG THE NORTH BOUNDARY OF SAID SOUTH 1/2, SOUTH 89°42'11" WEST, 1538.30 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°17'49" EAST, 70.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OLD WINTER GARDEN ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 00°21'25" EAST, 194.99 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT "A", WEST END PROFESSIONAL PARK UNIT ONE, AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGES 139 THROUGH 141, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE NORTH, WEST AND SOUTH BOUNDARIES OF SAID TRACT "A" THE FOLLOWING FIVE (5) COURSES: (1) NORTH 88°27'48" WEST, 329.06 FEET; (2) SOUTH 00°26'37" EAST, 425.40 FEET; (3) SOUTH 50°49'49" EAST, 170.00 FEET; (4) SOUTH 81°38'10" EAST, 642.39 FEET; (5) SOUTH 81°20'27" EAST, 200.17 FEET TO A POINT ON THE WEST BOUNDARY OF TRACT "B", WEST END PROFESSIONAL PARK UNIT ONE, AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGES 139 THROUGH 141, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG SAID WEST BOUNDARY, SOUTH 00°44'33" WEST, 85.00 FEET; THENCE DEPARTING SAID WEST BOUNDARY, SOUTH 39°54'05" WEST, 420.10 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE WESTERLY; THENCE 144.55 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 118°18'59", A CHORD WHICH BEARS SOUTH 17°09'31" WEST, A CHORD DISTANCE OF 120.20 FEET TO A POINT; THENCE SOUTH 76°57'29" WEST, 35.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA TURNPIKE, SAID POINT LYING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND 1133.09 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 4795.60 FEET, A CENTRAL ANGLE OF 13°32'16", A CHORD WHICH BEARS NORTH 56°36'51" WEST, A CHORD DISTANCE OF 1130.46 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 00°34'18" WEST, 503.22 FEET; THENCE SOUTH 89°37'26" WEST, 155.87 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PROFESSIONAL CENTER BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 00°22'34" WEST, 194.00 FEET; THENCE NORTH 44°36'29" EAST, 70.77 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF OLD WINTER GARDEN ROAD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 89°42'11" EAST, 289.34 FEET; (2) SOUTH 45°18'32" EAST, 70.65 FEET; (3) NORTH 89°40'56" EAST, 60.23 FEET; (4) NORTH 44°44'33" EAST, 70.65 FEET; (5) NORTH 89°42'11" EAST, 306.20 FEET TO THE POINT OF BEGINNING.

STAFF REPORT

Meeting Date: April 2, 2024
Item #: 4

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of a Performance Surety and Agreement for Ocoee Village Center Offsite Potable-Reclaim Cross Connection. (Development Engineer Keaton)

Background Summary:

The subject property is located within public Right of Way, in the Northeast Corner of the intersection at North Lakewood Ave and 2nd Ave. The developer will complete infrastructure improvements, including a potable-reclaim water cross-connection and associated landscaping.

The Ocoee Village Developer's Consortium is installing the cross-connection post-offsite development; therefore, the developer is required to provide a Surety covering the outstanding proposed improvements as approved in the Final Site Plans for Ocoee Village Center Offsite Potable-Reclaim Cross Connection. The Developer, Ocoee Village Developer's Consortium, has provided the City with a cash escrow in the amount of \$100,000.

Once the cross connection installation is complete, the Ocoee Village Center Offsite Maintenance, Materials, and Workmanship Escrow Agreement will be amended to include reclaim and cross connection. The two-year warranty period will start on the date of the approved amended agreement.

Issue:

Should the Honorable Mayor and City Commissioners approve the acceptance of the Performance Surety as provided by Ocoee Village Developer's Consortium, for the Ocoee Village Center Offsite Potable-Reclaim Cross Connection and execute the Performance Agreement?

Recommendations:

The Development Services Department recommends the Honorable Mayor and City Commissioners approve the Surety and the execution of the Performance Agreement with Ocoee Village Developer's Consortium, for the Ocoee Village Center Offsite Potable-Reclaim Cross Connection.

Attachments:

1. Performance Surety Agreement

Financial Impacts:

There are no financial impacts to the City by accepting this Performance Surety.

Type of Item: Consent

PERFORMANCE SURETY ESCROW AGREEMENT

THIS PERFORMANCE SURETY ESCROW AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 2024 by **OCOE VILLAGE DEVELOPERS CONSORTIUM, an unincorporated association of members** (the “Consortium”), the addresses of the members of the Development Committee thereof being set forth in the signature blocks to this Agreement, and the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (the “City”).

W I T N E S S E T H:

WHEREAS, OCOEE DEVELOPMENT IV, LLC, a Florida limited liability company (the “Developer”) commenced construction of a mixed use project referred to as Ocoee Village Center (the “Center”) and, in connection therewith and with the approval of the City, has installed certain roads, streets, sewers, water systems, drainage works, and/or other improvements (the “Improvements”) under the provisions, conditions, and requirements of the City’s Subdivision Regulations and the following approvals granted by the Ocoee City Commission (collectively, the “Subdivision Plan”), to wit:

- (a) Case No. RZ-18-06-09, whereby on October 6, 2020, the Ocoee City Commission approved Ordinance No. 2019-011, rezoning the Property to PUD, under the Ocoee Land Development Code, as amended by Ordinance No. 2020-024 approved by the Ocoee City Commission on October 6, 2020 (collectively, the “Ocoee Village Center PUD”); and
- (b) Case No. CPA-2018-006, whereby on October 6, 2020, the Ocoee City Commission approved Ordinance No. 2019-010, amending the Ocoee Comprehensive Plan to change the Future Land Use Designation for the Property to “High Density Residential and Commercial” (the “Land Use Plan Amendment”); and
- (c) Project No. LS-2019-005, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Townhomes at Ocoee Village Center (the “Townhome Site Plan Approval”); and
- (d) Project No. LS-2019.007, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Allure Apartments at Ocoee Village Center (the “Apartment Site Plan Approval”); and
- (e) Project No. LS-2019-009, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Southeast Commercial at Ocoee Village Center (the “Southeast Commercial Site Plan Approval”); and

WHEREAS, the Consortium, acting by and through a “Development Committee,” is composed of the following parties, to wit: (i) Kimaya Ocoee Village, LLC, a Florida limited liability company, (ii) Ocoee Village Residential LLC, a Delaware limited liability company, and (iii) DKC Ocoee Village Center SE, LLC, a Florida limited liability company, the foregoing be collectively referred to in this Agreement as the “Developers”; and

WHEREAS, the Developers are obligated to complete the construction and installation of a reclaimed water line and jumper (the “Improvements”) prior to the issuance of the Certificate of Completion; and

WHEREAS, the Developers have requested issuance of a Certificate of Completion prior to completion of the Improvements; and

WHEREAS, the Consortium has elected to place cash in escrow with the City in order to so guarantee the completion of the Improvements within the Center.

NOW THEREFORE, the parties agree as follows:

SECTION 1. Establishment of Escrow Fund.

The Consortium does hereby establish an escrow fund (the “Escrow Fund”) with the City in the amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) to guarantee the completion of the Improvements within the Center. This Escrow Fund shall be placed by the City in a non-interest bearing account at a local financial institution and shall be disbursed only in accordance with the terms of this Agreement. The Escrow Fund may be commingled with the other funds of the City but shall be accounted for under a separate ledger and segregated for use only in accordance with this Agreement.

SECTION 2. Terms and Conditions for Return of Escrow Fund.

In the event the Consortium complies with the terms and conditions of this Agreement, these conditions being more specifically the completion of the Improvements in accordance with the ordinances and regulations of the City of Ocoee, Florida, and according to the plans, specifications and schedules covering said work and such approved additions, amendments or alterations as may be made in the plans, specifications and schedules for such work as approved by the City and completes all said work on or before ninety (90) days from the date of this Agreement (the “Construction Deadline”), as evidenced by the City’s issuance of a Certificate of Completion or equivalent document, then the monies remaining in the Escrow Fund less reasonable administrative expenses and attorneys’ fees and costs incurred by the City in exercising or otherwise enforcing its rights under this Agreement shall be returned to the Consortium in the following shares (the “Shares”), to wit: (i) forty-five percent (45%) to Kimaya Ocoee Village, LLC, (ii) twenty-two percent (22%) to Ocoee Village Residential LLC, and (iii) thirty-three percent (33%) to DKC Ocoee Village Center SE, LLC.

SECTION 3. City’s Right to Draw on Escrow Fund.

Unless otherwise mutually agreed to by City and Consortium, the Escrow Fund shall be used by the City only (a) to complete the Improvements upon the failure or refusal of the Consortium to complete the Improvements by the Construction Deadline, (b) to cure a breach by Consortium of its obligations under this Agreement that remains uncured after thirty (30) days prior written notice to the Consortium (or such additional period of time as is reasonably required to facilitate a cure using diligent efforts), and/or (c) to pay for actual, documented, reasonable administrative expenses and attorneys’ fees and costs paid or incurred by the City (excluding amounts not actually paid or payable to third parties) in exercising or otherwise

enforcing its rights under this Agreement that remain unpaid after thirty (30) days prior written notice to the Consortium that such fees and costs are due, which notice shall be accompanied by reasonably detailed supporting documentation of same.

If the Consortium fails or refuses to complete the Improvements by the Construction Deadline, taking into account any extensions thereof which may be granted by the City in writing in its sole discretion, then the City may, but shall not be obligated to, complete the Improvements, the cost of which shall be paid for out of the Escrow Fund upon thirty (30) days' prior written notice to the Consortium. In the event the City undertakes completion of the Improvements, then, subject to the limitations set forth below, the City shall also be entitled reimbursement of all actual, documented, reasonable costs and expenses incurred by the City in undertaking such action, including but not limited to its legal fees and costs. The City may use third party contractors to perform any actions undertaken pursuant to this Agreement.

SECTION 4. Right of Entry for Corrective Activities.

In the event the City undertakes to complete the Improvements, then in such event the Consortium hereby grants to the City and its employees, contractors and representatives, the right to enter upon the lands of the Center and the Improvements for the purpose of performing any such completion activities.

SECTION 5. No Obligation of City to Undertake Repairs or Advance Funds.

Nothing contained herein shall be construed to in any way obligate the City to (i) advance City funds for any purpose on behalf of the Consortium, or (ii) to undertake the completion of any Improvements. Further, the City shall have no liability to the Consortium or any third parties with respect to any such actions undertaken by the City, except for (i) misappropriation of any part of the Escrow Fund, and (ii) liability for torts committed by the City; subject, however, to the provisions of Section 768.28, Florida Statutes.

SECTION 6. Excess Funds.

Upon Completion (as defined below), the City shall promptly deliver the balance of the Escrow Fund, if any, to the members of the Consortium in the Shares identified in Section 2 above. As used herein, "Completion" shall mean that all of the Improvements within the Center have been completed to the satisfaction of the City as evidenced by the City's issuance of a Certificate of Completion or equivalent document.

SECTION 7. Continued Applicability of Subdivision Regulations.

This Agreement shall not be construed to relieve or release the Consortium from any of its obligations under the City Subdivision Regulations with respect to the Improvements.

SECTION 8. Notices.

Notices permitted or required by this Agreement to be sent to the Consortium, in order to be effective, shall be delivered by certified mail, overnight delivery, hand-delivery, fax, or e-

mail, as applicable, to the delegates of the Consortium at the addresses set forth below their signatures in this Agreement,

SECTION 9. Construction.

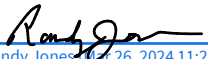
This Agreement shall be construed in accordance with the laws of the State of Florida.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

CONSORTIUM:

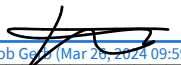
By: Its 3-Member Development Committee


Randy Jones (Mar 26, 2024 11:22 EDT)

Randy Jones, delegate appointed by Kimaya Ocoee Village, LLC, 5200 Vineland Road, Suite 200, Orlando, FL 32801, Phone (407) 529-3048, Fax (407) 529-3100, E-Mail rjones@parksquarehomes.com

Dan Brenner

Dan Brenner, delegate appointed by Ocoee Village Residential LLC, c/o The NRP Group, 1228 Euclid Avenue, Floor 4, Cleveland, OH 44115, Phone (Cell) 216-337-8900, E-Mail dbrenner@nrpgroup.com


Jacob Gerb (Mar 26, 2024 09:59 EDT)

Jacob Gerb, delegate appointed by DKC Ocoee Village Center SE, LLC, 431 Fairway Drive, Suite 201, Deerfield Beach, FL 33441 Phone (954) 354-8282, E-Mail jgerb@konoversouth.com

CITY:

CITY OF OCOEE, FLORIDA, a Florida municipal corporation

ATTEST:

By: _____
Melanie Sibbitt, City Clerk

(SEAL)

By: _____
Rusty Johnson, Mayor

**FOR THE USE AND RELIANCE BY THE
CITY OF OCOEE ONLY. APPROVED
AS TO FORM AND LEGALITY**

**this _____ day of
_____, 20__.**

Fishback Dominick LLP

**By: _____
Richard S. Geller, City Attorney**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON _____, 20__
UNDER AGENDA ITEM NO. _____**

Performance Surety Escrow Agreement - Ocoee Village Center-2024 Improvements (1)

Final Audit Report

2024-03-26

Created:	2024-03-26
By:	Jacob Gerb (jgerb@konoversouth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXBwK6CjqL2xqhFJek6hAjUUuUxcdeTmo

"Performance Surety Escrow Agreement - Ocoee Village Center -2024 Improvements (1)" History

-  Document created by Jacob Gerb (jgerb@konoversouth.com)
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-  Agreement completed.
2024-03-26 - 3:22:18 PM GMT



Meeting Date: April 2, 2024
Item #: 5

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval for the Award of the Master Developer for Downtown Ocoee. (Development Services Director Rumer)

Background Summary:

On July 18, 2023, Assistant City Manager Craig Shadrix, facilitated a City Commission Workshop for Ocoee's Downtown. Assistant City Manager Shadrix led the Commission on a review of the Downtown Master Plan, the status of downtown projects, and discussed next ventures in completing development of Getting's Point, Bill Breeze Park, the old City Hall location, and procuring a Master Developer. On October 3, 2023, the City Commission authorized staff to proceed with procuring a Master Developer by releasing a Request for Letters of Interest (RLI). The RLI provided developers the opportunity to submit proposals for services and respond to criteria provided in the RLI.

At the conclusion of the response deadline, a single response was received by G3 Development. G3 Development has been a real estate developer in the Central Florida market specializing in mixed-use developments for over 20 years. G3 Development, currently has projects in the City of Mount Dora, the City of Eustis, the City of Wildwood, the City of Sanford, and the City of Tavares. Coordinated by the City Manager's office, staff has had several meetings with the G3 team and based on their qualifications and direct experience, is satisfied to move forward.

City staff is seeking authorization to enter into a contract with G3 Development as the Master Developer for the Downtown. The Master Developer will work with City staff to implement the vision of the Downtown Master Plan, by identifying one (1) to three (3) catalyst projects within the Downtown Area. Utilizing their vast experience in development in urban downtowns, G3 Development may serve as either the primary developer of a project or a strategic partner. In these roles, they will spearhead collaboration with architects, urban designers, engineers, and other professionals to conceptualize and design the proposed developments. Additionally, they will oversee all aspects of construction, implement marketing strategies, and ensure all funds are in place to start and finish projects. A formal contract will be brought back to the City Commission for approval.

Issue:

Authorization to Proceed to Contract with G3 Development for a Master Downtown Developer based on RLI #24-003.

Recommendations:

Staff recommends the Honorable Mayor and City Commission provide authorization to enter into a contract with G3 Development, for RLI #24-003.

Attachments:

1. Responses for RLI #24-003 Master Developer Downtown Ocoee
2. Letter of Interest

Financial Impacts:

None

Type of Item: Consent



RLI #24-003 Master Developer for Downtown Ocoee

A single response to the City's Request for Letters of Interest #24-003 was received on 1/23/24 for the Master Developer for Downtown Ocoee, from the following firm:

1. G3 Development

*Additional information regarding this solicitation will posted on Bonfire when available at <https://occoee.bonfirehub.com/portal/?tab=openOpportunities>



Letter of Interest: Master Developer for Downtown Ocoee

(RLI) #24-003

Presented by G3 Development

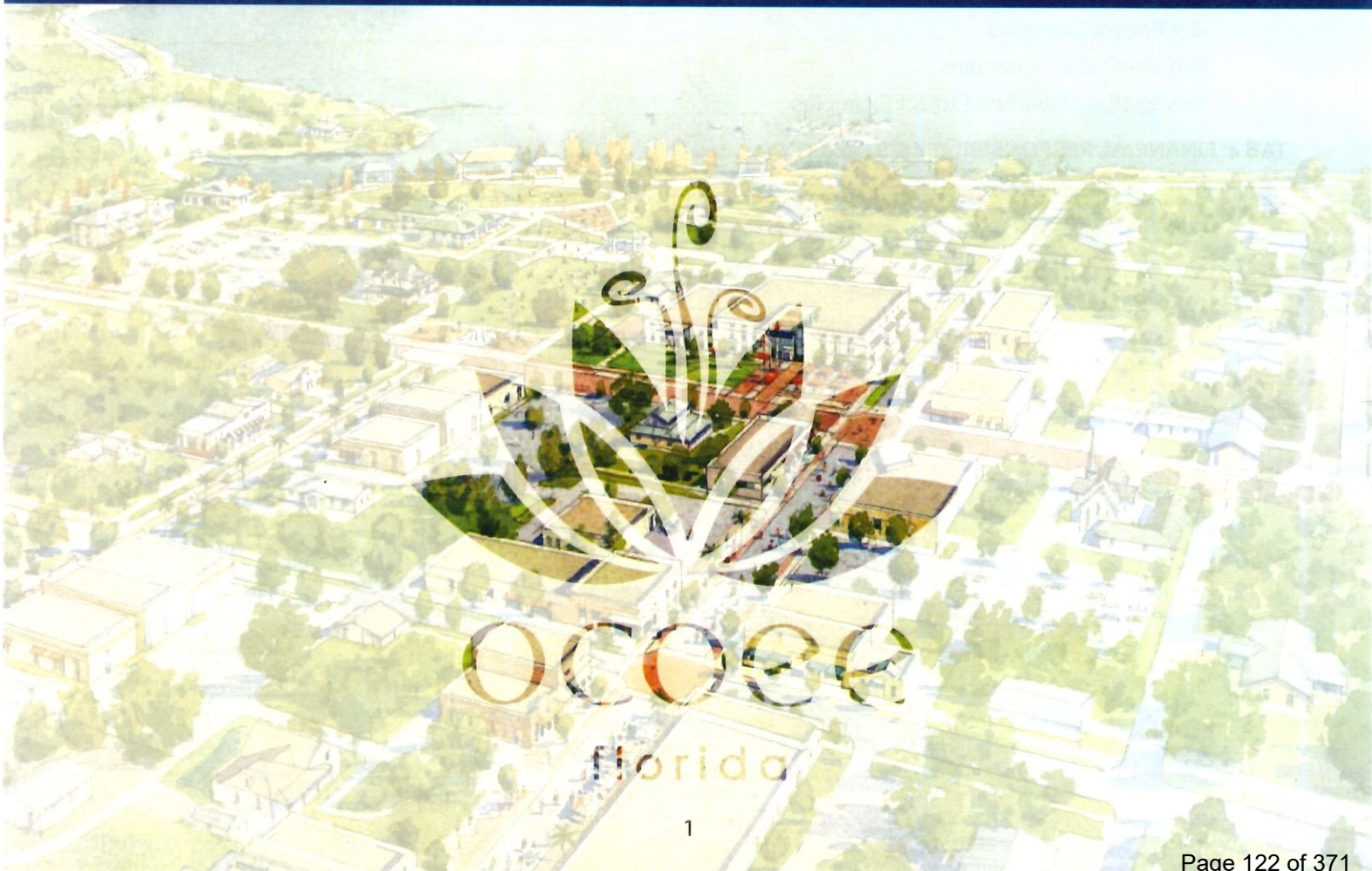




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TAB 1: LETTER OF INTEREST

LETTER OF INTEREST

City of Ocoee
Development Services Department
150 N Lakeshore Drive
Ocoee, FL 34761

Subject: Letter of Interest for Urban Development in Ocoee's Downtown Area

Dear Members of the City Council and Development Services Department,

I am writing on behalf of G3 Development; we are keenly interested in participating in the transformative urban development initiatives for Ocoee's Downtown area. We have undertaken a comprehensive review and analysis of the guiding documents, namely the Downtown Master Plan, Silver Star Complete Street Study, and the Plant Street Character Area Design Plan. We appreciate the city's forward-thinking approach as outlined in these documents, which emphasize sustainable growth, pedestrian-friendly environments, and the enhancement of Ocoee's unique character.

Understanding of Ocoee's Downtown Area Urban Development:

Our team has a profound understanding of Ocoee's vision for its Downtown. The Downtown Master Plan serves as a comprehensive roadmap, outlining strategies for infrastructure improvements, public spaces, and economic development. The Silver Star Complete Street Study further underscores the importance of creating multi-modal transportation networks that prioritize pedestrians, cyclists, and motorists alike. Lastly, the Plant Street Character Area Design Plan provides invaluable insights into preserving and enhancing the distinctive character of Plant Street, ensuring it remains a vibrant hub for commerce, culture, and community engagement.

Developer's Role and Proposed Methodology:

As developers committed to creating sustainable, inclusive, and thriving urban environments, our role would encompass the following:

1. Key Stakeholder Collaboration

Engaging with the community, local businesses, and city officials to ensure that our development proposals align with Ocoee's aspirations and address the needs of its residents. Although the Downtown Master Plan serves as the overall guide, we feel it's important to re-engage key stakeholders along the way to ensure we have all necessary, relevant, and up-to-date information.

2. Integrated Planning

Utilizing a holistic approach, we will integrate the principles outlined in the Downtown Master Plan, Silver Star Complete Street Study, and Plant Street Character Area Design Plan into our design and development strategies. The overall outcome of our comprehensive planning is to create a seamless Downtown experience for residents and visitors prioritizing connected spaces in all major areas with a focus on the Lakefront.

LETTER OF INTEREST

3. Innovative Design Solutions

Leveraging our team's expertise in urban design, architecture, and landscape architecture, we will create spaces that are not only aesthetically pleasing but also functional, resilient, and adaptable to future growth. It is imperative that our design matches the neighborhood character discussed in the Master Plan.

4. Community Engagement

We are committed to establishing ongoing dialogue with the community through workshops, public meetings, and online platforms to gather feedback, foster transparency, and build consensus around our development initiatives. The Downtown Master Plan completed in 2016 again would be our roadmap, but we feel it's important to get the community's current thoughts, feelings, and sentiments.

We are excited about the opportunity to contribute to the revitalization of Ocoee's Downtown area and help realize its full potential as a dynamic, inclusive, and economically vibrant urban center. We are confident that our experience, expertise, and collaborative approach will enable us to effectively navigate the complexities of this project and deliver results that exceed expectations.

We look forward to the possibility of working closely with the City of Ocoee and other stakeholders to turn this vision into reality. Please feel free to contact me directly at 352-516-0348 or Gery.Guenther@g3development.com to discuss this further.

Thank you for considering our Letter of Interest. We eagerly await the opportunity to contribute to Ocoee's bright future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gery Guenther', followed by a long horizontal flourish.

Gerard G. Guenther, Jr.

Principal, G3 Development



TAB 2: FIRM INFORMATION

G3 DEVELOPMENT



TEAM SUMMARY

MUNICIPAL EXPERIENCE

G3 Development has been a real estate developer in the Central Florida market specializing in mixed-use developments for over 20 years. We have experience in all phases of the development process including property level feasibility, due diligence analysis, acquisitions, financing, entitlements, development, and construction management. We have a wide array of experience in preparing governmental proposals in the form of unsolicited proposals, RFQ responses, and RFP responses. We have worked with/are still working with the City of Mount Dora, the City of Eustis, the City of Wildwood, the City of Sanford, and the City of Tavares, which all required the preparation of governmental proposals, very similar to the one we are responding to now.

Our partners also have extensive backgrounds in responding to governmental proposals. GAI is one of the leading land planning companies in Central Florida, constantly working with municipalities through various forms of governmental proposals, responses, and ongoing planning projects. Finfroek also has similar experience in being the largest parking structure builder in the Southeast United States and working constantly with municipalities throughout the life of their company.

OUR TEAM APPROACH

Throughout G3 Development's history in developing over

\$250,000,000 of commercial development in the Central Florida market, they've utilized the team approach. G3 Development constantly relies on and works with other experts in various fields to ensure the best product possible, no matter the project. G3 has vast experience putting together and managing highly skilled, specialized teams to ensure a seamless development process and a quality end-product. G3 and its team of professionals are committed to providing exceptional customer value by delivering a complete, thoughtful, and creative product.

Past teams led by G3 have focused on commercial development (medical, professional, retail, multifamily, mixed use and adaptive re-use) in markets that exhibit unique demand characteristics and supply constraints. They use their unique approach, combined with their extensive experience to creatively attack the commercial development process and its challenges. They also leverage local knowledge and relationships to ensure their projects meet the needs of the communities in which they are located. Finally, their commitment to quality means their approach results in projects finishing on time and within budget.

Some managerial and supervisory staff may be changed for a variety of reasons. Replacements will be made with equally qualified professionals and will not compromise qualifications or experience.

G3 Development will be the project lead on this project.

DEVELOPER



COMPANY

G3 Development

PHONE

(352) 397-4869

ADDRESS

310 N. Baker Street
Mount Dora, FL 32757

POINT OF CONTACT

Gerry Guenther
(352) 397-4869
Gerry.Guenther@G3Development.com

PERSONNEL

4 employees on this project

FACILITY

Headquarters in downtown Mount Dora

G3 Development has been a local real estate and development leader specializing in mixed-use developments for over 20 years. They have vast experience in property level feasibility, due diligence analysis, acquisitions, financing, entitlements, development, and construction management.

Throughout his 20-plus year career, President Gerry Guenther has been involved in over \$250,000,000 of commercial development and currently owns and manages over \$100,000,000 of commercial real estate in the Central Florida market.

Our past, present and future is centered in Central Florida communities like Ocoee. We want to bring value to this community. We are a qualified local team with talented partners. Our structure allows us the flexibility to deliver on the City's vision, if given the opportunity.

Our commitment to high-value local development and strategic sustainable development speaks for itself. We are currently in the middle of several development projects in Historic Downtowns. In Mount Dora, we are

refurbishing the historic building on the corner of 5th and Baker Street, building a new headquarters for Steamroller Technologies on Royellou, and beginning work on The Yardery's new downtown location. We are helping the City of Eustis embark on their Master Plan development and redevelopment of 4.8 acres of downtown properties. "The Railyard" is our project located in Historic Downtown Wildwood. We are converting most of an abandoned block into 8,000 sq feet of new commercial space, including restaurants and retail as well as creating a large open-air pedestrian plaza. The Railyard will also connect to the new parking garage we are building, which will provide some much-needed parking to Downtown Wildwood. Finally, we are repurposing a large commercial property in Historic Downtown Deland into professional office and retail space.

G3 Development has substantial experience collaborating with cities, municipalities, and other clients to complete complex and desirable redevelopment projects. Their attention to detail and unique approach ensures the cities and their taxpayers always receive the most value for their money.

GERARD G. GUENTHER, JR.

President, G3 Development

Real Estate Developer/Investor



CONTACT

352-397-4869

310 N. Baker Street
Mount Dora, FL 32757

Gerry.Guenther@G3Development.com

YEARS' EXPERIENCE

20+ years

EDUCATION

BSBA in Finance, University of Florida

MBA, Rollins College



Gerry Guenther has been a real estate builder/developer in the Central Florida market for over 20 years. As a real-estate developer-entrepreneur specializing in mixed use developments, he has experience in property level feasibility, due diligence analysis, acquisitions, financing, entitlements, development and construction management.

Mr. Guenther has been involved in the development of over \$250,000,000 in real estate and currently owns a majority interest and is the managing member of over \$100,000,000 of commercial real estate in the Central Florida Market. His focus is on commercial development - medical, professional, retail, mixed-use and adaptive re-use - in markets that exhibit favorable demand characteristics and supply constraints.

He seeks to leverage local knowledge and secure real estate equity assets in prime and in-fill locations at competitive prices. Exit strategies are designed to intensify investment returns through value-add approaches such as: perfection of entitlements, changes in use(s), completion and/or repositioning of construction and/or sales, increased density via assemblages, etc.

Mr. Guenther has served on the local development committees and boards of various non-profits. He has been married for over 29 years and has four children. His two sons, Austin and Jake, joined him at G3 Development in 2016. His daughter Emeline joined the company in 2023. He and his family live and work in the downtown Mount Dora area and he has consistently demonstrated a personal and professional commitment to the preservation and revitalization of the historic downtown commercial district.

He holds a BSBA in Finance from the University of Florida and an MBA from Rollins College in Winter Park, FL.

JAKE GUENTHER

Business Development Director, G3 Development

Real Estate Developer/Investor



Jake Guenther has been a real estate professional since 2016, and currently serves as a Business Development Director. After graduating from St. Olaf College in 2016, Jake moved home to work with his father and brother in their Downtown Mount Dora development company. Jake's current role as business development director ensures that every phase of the development process runs smoothly and efficiently. He is responsible for client communications and satisfaction. Since starting with the company, Jake has assisted in managing over \$50,000,000 in commercial development projects, working with clients such as Orlando Health, Steamroller Studios, AdventHealth, the City of Mount Dora, City of Eustis, and City of Sanford.

PROJECT EXPERIENCE

Orlando Health Standalone Emergency Department and MOB

Jake Guenther served as the project manager for this project and was the key communication point between the development team and Orlando Health. Jake oversaw the design, permitting, and construction of this 40,000 square foot facility, and brought the project in on time and within budget.

301 Baker Building Steamroller Remodel

Jake Guenther served as the project manager for this project and was the key communication point between the development team and Steamroller Studios. Jake oversaw the 15,000 square foot renovation project to bring what was formerly known as the historically vacant "Sunset Building" to what it currently is today, "The 301" and Steamroller Studios' headquarters. This project has secured over 120 new jobs in Downtown Mount Dora.

Orlando Health Ambulatory Surgery Center

Jake Guenther served as the project manager for this project and was the key communication point between the development team and Orlando Health. Jake oversaw the acquisition, entitlement, design, permitting, and construction of this 50,000 square foot ambulatory surgery center. This was the first ambulatory surgery center built in the State of Florida, and the project came in on time and within budget.

CONTACT

(352) 638-5303

310 N. Baker Street
Mount Dora, FL 32757

Jake.Guenther@G3Development.com

YEARS' EXPERIENCE

6 years

EDUCATION

Bachelor of Arts, Political Science,
St. Olaf College



AUSTIN GUENTHER

Project Manager, G3 Development

Real Estate Developer/Investor



Austin Guenther has been a real estate professional since 2017, and currently serves as a Project Manager. After graduating from Pepperdine University in 2017, Austin moved home to work with his father and brother in Downtown Mount Dora. Austin's current role as project manager ensures that every phase of the development process runs smoothly and efficiently. He is responsible for client communications and general project management. Since starting with the company, Austin has assisted in managing over \$50,000,000 in commercial development projects, working with clients such as Orlando Health, AdventHealth, DaVita Dialysis and Starbucks.

PROJECT EXPERIENCE

Steamroller Studio Recruitment

Austin Guenther served as primary contact along with his father Gerry Guenther in recruiting Steamroller Studios to their property in Downtown Mount Dora. The company has been instrumental in changing the makeup of the historic downtown contributing over 150 full-time employees in the high-growth tech industry sector.

Lakeview Center Site Selection

Austin currently serves as the lead Realtor for this medical park located across the highway from AdventHealth Waterman Hospital. He has been responsible for the recruitment and development of over 75,000 square feet of medical development. Including a 51,000 square foot medical facility and DaVita Dialysis. This park contributes over \$300,000 annually to the City of Tavares tax base.

CONTACT

(352) 516-2244

310 North Baker Street
Mount Dora, FL 32757

Austin.Guenther@G3Development.com

YEARS' EXPERIENCE

6 years

EDUCATION

BA in International Business,
Pepperdine University



COMMUNITY PLANNER & CIVIL ENGINEER



COMPANY GAI Consultants, Inc.	<table> <tr> <th>PHONE</th><th>FAX</th></tr> <tr> <td>407-423-8398</td><td>407-843-1070</td></tr> </table>	PHONE	FAX	407-423-8398	407-843-1070
PHONE	FAX				
407-423-8398	407-843-1070				
ADDRESS 618 E. South Street, Suite 700. Orlando, FL 32801	POINT OF CONTACT Peter Sechler D.321-319-3126 M.407-810-2200 P.Sechler@gaiconsultants.com				
PERSONNEL 700+ employees, serving our clients from 25 office locations throughout the Eastern, Midwestern, & Southern United States	FACILITY Local Headquarters in Orlando Other office locations throughout the United States				

GAI CONSULTANTS, INC. (GAI)

As part of GAI our specialized CSG practice combines with the broad knowledge of our 800-person engineering and environmental consulting firm. Established in 1958 in Pittsburgh, Pennsylvania, we currently serve our clients throughout Eastern, Midwestern and Southern United States. GAI is an employee-owned engineering, planning, and environmental consulting firm with 60+ years of experience providing local expertise to worldwide clients in the energy, transportation, development, government, and industrial markets. GAI has been licensed to conduct business in the State of Florida since 1982.

GAI'S COMMUNITY SOLUTIONS GROUP (CSG)

CSG is an idea-driven, strategic consulting practice integrating design, planning, and economics in an increasingly connected, complex, and competitive world. Committed to enhancing community and creating livable places of lasting value, our multidisciplinary technical experts capture the full dimensions of strategy and

solution. Our work spans from planning to policy and concept to construction across the scales of region, city and campus; neighborhood, street and site for clients that include governments, agencies, institutions, and developers sharing an equal need to address complex and inter-related challenges. Our philosophy values the complexities of people, place, and policy and considers a project's ability to positively impact its investors, community, and setting. Through this philosophy, our collective expertise, energy, and integrity are delivered in action-oriented processes in pursuit of intelligent and creative solutions.

Landscape Architecture + Design

Urban Design + Planning

Economics + Strategy

Wayfinding + Environmental Graphics

PETER SECHLER, PLA, AICP

Vice President

Land Planner



YEARS' EXPERIENCE

32 years overall

8 years with GAI

EDUCATION

MBA, Business Administration, 2018,
Point Park University

BS, Landscape Architecture, 1990,
Ohio State University

Continuing Education Certificates:

- Harvard Business School: Leadership Training for Executives
- Harvard Graduate School of Design: Experiential Placemaking

PROFESSIONAL REGISTRATIONS

Professional Landscape Architect (PLA):
FL – 1993, #LA0001465

American Institute of Certified Planners
(AICP), No. 023221

Council of Landscape Architectural
Registration Boards (CLARB)

Mr. Sechler is the Director of GAI's Community Solutions Group, focused on Planning, Urban Design, Landscape Architecture, and Economic Development in the eastern U.S. for public, private, and institutional clients. His focus has been to work inclusively—identifying the community context and mission, understanding economic potential, and thereby positioning specific initiatives to support broader goals, enhanced livability, and sustainable success. Mr. Sechler has been involved in the following types of projects: citywide regional visioning; community redevelopment; transit-oriented urban development; main street and urban walkability projects; medical, educational, and office park campuses; urban public parks and trails; and neighborhood planning and enhancements.

HIGHLIGHTED EXPERIENCE

Downtown Master Plan + Riverwalk and Streetscapes, Sanford, Florida

Dr. Phillips Packing District Master Plan + Implementation, Orlando, Florida

DIA Downtown CRA Action Plan Update, Jacksonville, FL

Downtown Waterfront Master Plan, St. Petersburg, Florida

Innovation District Master Plan, St. Petersburg, Florida

Warehouse Arts/Deuces Live Joint Action Plan, St. Petersburg, Florida

InVision Tampa, City of Tampa, Tampa, Florida

West River Redevelopment Master Plan, Tampa, Florida

Downtown Waterfront Master Plan + Victory Pointe, Clermont, Florida

Downtown CRA Master Plan + Implementation Projects, Maitland, Florida

Downtown Master Plan + Implementation Projects, Ocoee, Florida

Wauwatosa Village Streetscapes and Park Master Plan, Milwaukee, Wisconsin

Orlando Health Downtown Master Plan, Orlando, Florida

LIFT Orlando Master Planning, Orlando, Florida

Downtown South Complete Streets Master Plan, Orlando, Florida

Kissimmee Lakefront Park, Kissimmee, Florida

Downtown Master Plan + Streetscapes, Eustis, Florida

Downtown CRA Master Plan Update, New Smyrna Beach, Florida

Downtown by Design CRA Master Plan, Bradenton, Florida

Lane Avenue Corridor Redevelopment Plan, Upper Arlington, Ohio

Streetscapes + Public Realm Master Plan, Greenville, South Carolina

Light Rail Transit Oriented Development Planning, Charlotte, NC

Transit Oriented Neighborhood Redevelopment Planning, Pittsburgh, PA

AFFILIATIONS

American Society of Landscape Architects (ASLA)

Florida Chapter American Planning Association (FAPA)

Florida Redevelopment Association (FRA)

Urban Land Institute (ULI)



A. BLAKE DRURY, AICP

Director, Planning and Urban Design, GAI's Community Solutions Group

Land Planning



YEARS' EXPERIENCE

24 years

EDUCATION

MS, Planning, 1998, University of Tennessee, Knoxville, Tennessee

BA, History (Cum Laude), 1996, University of Florida, Gainesville, Florida

PROFESSIONAL REGISTRATION

American Institute of Certified Planners, #017026



Mr. Drury is an urban designer and city planner focused on creating livable communities. For the past 24 years, he has developed plans for public-sector clients in urban, suburban, and rural settings across North America—including initiation, conceptualization, and design of large-scale neighborhood redevelopment projects, downtown plans, and numerous transit station area planning programs. He also has extensive experience helping private-sector clients develop visions and principles to guide new communities, including master plans for many traditional neighborhood development design projects throughout the Southeast United States. Mr. Drury is frequently invited to speak at professional events throughout the region, and previously served as an Adjunct Instructor at the University of Central Florida for 7 years teaching urban design at the graduate and undergraduate levels.

HIGHLIGHTED EXPERIENCE

Florida Hospital Wellness Village, Apopka, Florida
Medical Arts Campus Overlay District, St. Cloud, Florida
Sunbridge, Orange and Osceola Counties, Florida
Dr. Phillips Packing District, Orlando, Florida
Envision St. Cloud Citywide Master Plan, St. Cloud, Florida
LaVilla Master Plan, Jacksonville, Florida
Laureate Park at Lake Nona, Orlando, Florida
Downtown Leesburg Master Plan, Leesburg, Florida
Downtown and Waterfront Master Plan, Clermont, Florida
Victory Pointe Park, Clermont, Florida
Downtown Maitland Master Plan, Maitland, Florida
Wolf Branch Innovation District Master Plan, Mount Dora, Florida
SR 429 Land Use + Economic Development Study, Cities of Ocoee and Winter Garden, Florida
Errol Estate Redevelopment, Apopka, Florida
Wildlight Market Street, Nassau County, Florida
Lake Orlando Urban Village, Westside Capital, Orlando, Florida
Downtown Master Plan, Ocoee, Florida
Lake Nona – Poltras Master Plan, Orlando, Florida
Lake Orlando Urban Village, Westside Capital, Orlando, Florida
The Gatherings at Lake Nona, Orlando, Florida
Maitland Bike and Pedestrian Master Plan, Maitland, Florida
Riverplace Boulevard Complete Street, Jacksonville, Florida
Regional Affordable Housing Initiative, Orange, Seminole, and Osceola Counties, Florida
City of Mount Dora Comprehensive Plan and Evaluation and Appraisal Report (EAR), Mount Dora, Florida
Citywide Design Framework and Form-Based Code, Lakeland, Florida
Form-Based Code Land Development Regulations, Eustis, Florida
inVision Tampa Center City Plan, Tampa, Florida
Maitland Downtown CRA Master Plan, Maitland, Florida
Denning Drive Complete Street, Winter Park, Florida
Florida Citrus Sports Campus Master Plan, Orlando, Florida
Big Pine Key Swimming Hole Scenic Overlook, Big Pine Key, Monroe County, Florida
Vizcaya North Canal Restoration, Miami-Dade County, Florida
Grove Key Marina Design Competition, Coconut Grove, Florida

DONALD WISHART, ASLA, PLA

Director, Landscape Architecture, GAI's Community Solutions Group

Land Planning



YEARS' EXPERIENCE

31 years

EDUCATION

BLA, Landscape Architecture (with Honors), 1989, University of Florida

PROFESSIONAL REGISTRATION

Professional Landscape Architect (PLA):
FL – 1998, #LA0001626

Mr. Wishart is a Director and Senior Design Leader for GAI's Community Solutions Group, with more than 31 years of diverse landscape architecture experience. He focuses on creating innovative livable, sustainable places, and has worked on an extensive range of resort, recreational, residential, civic, and commercial projects located throughout the U.S. Mr. Wishart's experience includes master planning, sustainable site design, streetscape design, and detailed landscape architectural design and construction documentation—with expertise in creating and developing project vision and character and bringing that conception to the built form.

HIGHLIGHTED EXPERIENCE

Wildlight Community Master Plan and Public Realm Design, Nassau County, Florida
Wildlight Market Street, Nassau County, Florida
Modera – Creative Village, Orlando, Florida
NeoCity Way – NeoCity, Osceola County, Florida
LaVilla Master Plan, Jacksonville, Florida
Camden Lake Eola, Orange County, Florida
Baldwin Park, Orlando, Florida
Oakland Park, Winter Garden, Florida
Sugarloaf Mountain, Minneola, Florida
South Village, New Smyrna Beach, Florida
Laureate Park Community, Lake Nona, Orlando, Florida
Lake Beauty Park, City of Orlando, Orlando, Florida
Winnie Palmer Hospital Stormwater Park, Orlando, Florida
Lake Eola Park Master Plan, City of Orlando, Florida
Orange County I-4 Beyond the Ultimate Signature Interchange Designs, Orlando, Florida
Packing District – Orange Blossom Trail and Princeton Street Road Diet, Dr. Phillips, Inc., Orlando, Florida
Packing District Stormwater Park, Dr. Phillips, Inc., Orlando, Florida
Packing District Design Standards and Wayfinding and Signage Plan, Orlando, Florida
South Main Street Complete Street, Gainesville Community Redevelopment Agency (CRA), Gainesville, Florida
Victory Pointe Park, Clermont, Florida
Riverplace Boulevard Complete Street, City of Jacksonville, Jacksonville, Florida
LaVilla Master Plan, Jacksonville, Florida
UF Health – Ambulatory Care Center at Wildlight, Nassau County, Florida
UF Health and YMCA Wellness Center at Wildlight, Nassau County, Florida
Independence Lane and Square, Maitland, Florida
Greenville Downtown Streetscape Design, City of Greenville, Greenville, South Carolina
City of Erie Streetscape Master Plan, City of Erie, Erie, Pennsylvania
5th Avenue South Streetscape and Sugden Theatre Plaza Conceptual Design, Naples, Florida



PARKING CONSULTANT & CONTRACTOR



COMPANY FINFROCK Construction, LLC., Est. 1945	PHONE 407-293-4000	FAX 407-297-0512
ADDRESS 2400 Apopka Boulevard Apopka, FL 32703	POINT OF CONTACT Dan Helmick 407.367.2407 dhelmick@finfrock.com	
PERSONNEL 432 Employees (Combined with other FINFROCK-related entities)	FACILITY 93 Acre Facility 38,000 SF Office and 157,000 SF Indoor Manufacturing	

Delivering buildings as a product rather than as a series of services.

FINFROCK, founded in 1945, is an independently owned design-builder with corporate offices in Central Florida. As a fully integrated design-build specialist, FINFROCK has in-house architects, engineers, precast designers, cost estimators, quality control personnel, and construction managers who specialize in design and construction.

FINFROCK's fully integrated project delivery method enables superior cost control throughout the design and construction phases of each project. The firm's track record includes developing innovative solutions for structured parking, office buildings, multi-unit residential complexes, hotels, and mixed-use facilities where parking is an integral part of the project.

For over 77 years, FINFROCK has served clients throughout Florida and nationally. Today, our team of professionals remains committed to sustaining the goal of the firm's leaders, "...to provide exceptional customer value by delivering buildings as a product rather than as a series of services."

FINFROCK History

The origin of the company dates back to 1945 when Finfrock Industries, Inc. was established by Robert J. D. Finfrock, who began manufacturing residential flooring and roofing tiles. The firm quickly expanded its operations

to include concrete spanning products, complete floor systems, wall systems, and brick.

In 1951, FINFROCK introduced prestressed concrete, a new concept in the United States. FINFROCK was the first company in the United States to build prestressed concrete power poles for high voltage electric lines. By the late 1960s, FINFROCK was manufacturing precast/prestressed concrete double tee products for parking garages.

Throughout the 20th century, FINFROCK continued expanding its operations. Rather than just providing precast products as part of a building, the firm developed design methods that uses precast concrete products in the most efficient and economical way possible. Since the beginning of the 21st century, the firm has expanded its markets to include design-build educational, multi-unit residential, commercial, hospitality, and mixed-use facilities.

Today, FINFROCK is owned and managed by a second and third generation of FINFROCK descendants who have been responsible for developing innovative three-dimensional modeling and product tracking software as well as a new building system, the DualDeck™, poised to revolutionize the construction industry.

DANIEL HELMICK, JR., PE

Executive Vice President, Project Development

Builder



As Executive Vice President of Project Development, Dan Helmick is the owner's key point of contact with FINFROCK. Overseeing both Project Development and Architecture, Dan ensures that project goals and key initiatives are met, from conceptual architectural and engineering design, through manufacturing and construction, to a final certificate of occupancy.

Since joining the firm in 2005, Dan has gained valuable experience working in FINFROCK's precast Manufacturing Plant, Transportation Department, Engineering Design Department and serving as construction site superintendent. Dan's cumulative experience allows for extensive knowledge and understanding of successful project delivery processes that convey an abundance of project owner benefits.

PROJECT EXPERIENCE

"F" Deck Parking Garage, Orlando, FL – FINFROCK served as the architect of record, structural engineer, precast concrete manufacturer and installer, and general contractor on this 8-elevated level, 888-stall parking garage, uniquely attached to a 54,669-sf office building.

Surf Style Mixed-Use Structure, Clearwater, Florida -- LOM, Inc. FINFROCK served as the parking consultant, architect of record, structural engineer, and design-build contractor for this mixed-use building with 35,000 SF of retail and 6,800 SF of flex (restaurant) space, 344 parking stalls on 5 elevated levels.

Dania Beach Park-N-Ride Parking Garage, Dania Beach, Florida -- South Florida Regional Transportation Authority. This 414-stall garage serves passengers for the Tri-Rail high-speed rail line that serves Broward, Miami-Dade, and Palm Beach Counties.

Boca Raton Regional Hospital Parking Garage, Boca Raton, FL - FINFROCK served as architect and engineer of record; precast concrete manufacturer and erector; design-build general contractor; and parking consultant for this 970 stall, 4 elevated level parking garage with a pedestrian bridge.

Reedy Creek Improvement District Parking Garage, Orlando, FL – FINFROCK served as architect of record, engineer of record, precast concrete manufacturer & installer, and general contractor for this 3,037 stall parking garage with attached pedestrian bridge, escalator lobby, exterior metals and planter façade, and interior control center.

4th and 5th Delray Parking Garage, Delray Beach, FL – iPic Entertainment. FINFROCK served as the design-build contractor for this 326 stall parking structure. FINFROCK's design-build services included architect of record, engineer of record, precast manufacturer, parking consultant and general contracting.

City of Winter Garden Parking Garage, Winter Garden, Florida — City of Winter Garden CRA. Design-build three-story parking structure with a capacity of 500 parking spaces that blended with nearby architecture styles from the 1920s to the 1960s.

Downtown Ocala Parking Garage, Ocala, Florida — City of Ocala. FINFROCK provided full design-build delivery of this two-elevated level, 400 stall parking structure with a brick façade which compliments a bygone era when Ocala became known as the Brick City.

CONTACT

407.367.2407

2400 Apopka Boulevard
Apopka, FL 32703

dhelmick@finfrock.com

YEARS' EXPERIENCE

20 years

EDUCATION

Masters, Business Administration,
University of Florida Warrington School
of Business, 2009

Bachelor of Science, Civil Engineering,
University of Florida, 2005

PROFESSIONAL REGISTRATION

Professional Engineer, Florida, 73164

LLOYD KENNEDY, JR., PE

Executive Vice President, Engineering

Builder



YEARS' EXPERIENCE

18 years

EDUCATION

Bachelor of Science, Civil Engineering,
The Pennsylvania State University, 2003

Bachelor of Science, Mathematics/
Engineering, Waynesburg College, 2003

Master of Business Administration,
Rollins College, 2019

PROFESSIONAL REGISTRATIONS

Professional Engineer, Colorado,
PE0047030

Professional Engineer, Texas, 113699

Professional Engineer, Florida, 74526

Professional Engineer, Michigan,
6201065203

PROFESSIONAL ASSOCIATIONS

Leadership Orlando Class 90 Graduate

Leadership PCI

Vice President, FPCA

Education Council Chair, PCI

As Executive Vice President of Engineering at FINFROCK, Lloyd Kennedy oversees the structural, BIM/VDC, Quality Control, and precast concrete design aspects of all FINFROCK projects.

Lloyd leads a large team of highly trained professionals which include engineers, designers, technical support personnel, and quality control experts. Lloyd continually seeks new and innovative applications, processes, and procedures for the design of precast concrete components and structures, elevating the level of the aesthetics, function, sustainability, and quality of FINFROCK's completed buildings.

PROJECT EXPERIENCE

University of South Florida, St. Petersburg, Florida -- University of South Florida St Petersburg. FINFROCK served as the parking consultant, architect of record, structural engineer and design-build contractor for this 1,151-stall, 6 elevated level parking garage with 21,000 SF of space for a book store and campus police station.

Downtown Ocala Parking Garage, Ocala, Florida — City of Ocala. FINFROCK provided full design-build delivery of this two-elevated level, 400 stall parking structure with a brick façade which compliments a bygone era when Ocala became known as the Brick City.

City of Winter Garden Parking Garage, Winter Garden, Florida — City of Winter Garden CRA. Design-build three-story parking structure with a capacity of 500 parking spaces that blended with nearby architecture styles from the 1920s to the 1960s.

Gramercy Woods Parking Garage, Jacksonville, FL – FINFROCK served as the design-build contractor for this 1,833-stall, 4 elevated level garage. FINFROCK's in-house services included parking consultant, architect of record, engineer of record, precast concrete manufacturer and installer, and general contractor.

Port Canaveral Cruise Terminal 3 Parking Garage, Cape Canaveral, Florida -- Canaveral Port Authority. FINFROCK served as the architect of record, engineer of record, precast concrete manufacturer & installer, and general contractor for this 1,793-stall, 5 elevated level garage to serve the adjacent new cruise terminal.

4th and 5th Delray Parking Garage, Delray Beach, FL -- iPic Entertainment. FINFROCK served as the design-build contractor for this 326 stall parking structure. FINFROCK's design-build services included architect of record, engineer of record, precast manufacturer, parking consultant and general contracting.

Surf Style Mixed-Use Structure, Clearwater, Florida -- LOM, Inc. FINFROCK served as the parking consultant, architect of record, structural engineer, and design-build contractor for this mixed-use building with 35,000 SF of retail and 6,800 SF of flex (restaurant) space, 344 parking stalls on 5 elevated levels.

Griffin Farm Parking Garage, Lake Mary, FL -- Unicorp National Developments. FINFROCK served as the design-build general contractor for this 600 stall, 3 elevated level garage. FINFROCK's in-house services included; parking consulting, architect of record, engineer of record, precast/prestressed concrete manufacturing and general contracting.

City of Cocoa Beach Garage, Cocoa Beach, Florida. FINFROCK completed the design and construction of this 242-stall parking structure with 600 square feet of office space, enclosed restrooms, and exterior showers. The parking garage serves guests of the beach and nearby shops and restaurants.

JORGE ARBOLEDA, AIA

Director of Architecture

Builder



YEARS' EXPERIENCE

23 years

EDUCATION

Bachelor of Architecture, Southern Polytechnic State University, 1998

Bachelor of Science, Civil Engineering, Southern Polytechnic State University, 1998

PROFESSIONAL REGISTRATIONS

American Institute of Architects, Florida, AR92120

American Institute of Architects, Texas, 23578

American Institute of Architects, Colorado, ARC.00403015

American Institute of Architects, Virginia, 0401013273

American Institute of Architects, Maryland, 15518

American Institute of Architects, North Carolina, 11015

American Institute of Architects, Georgia, RA012379

As Director of Architecture and part of a turnkey project delivery team, Mr. Arboleda is responsible for translating concepts, dreams, and directions into plans, drawings, and construction documents. He produces conceptual plans and elevations for client approval. Mr. Arboleda also interacts with members of the manufacturing and construction teams in an on-going process of continual improvement that results in improved quality, cost efficiency, and ultimate value for the customer.

PROJECT EXPERIENCE

"F" Deck Parking Garage, Orlando, FL – FINFROCK served as the architect of record, structural engineer, precast concrete manufacturer and installer, and general contractor on this 8-elevated level, 888-stall parking garage, uniquely attached to a 54,669-sf office building.

Surf Style Mixed-Use Structure, Clearwater, Florida -- LOM, Inc. FINFROCK served as the parking consultant, architect of record, structural engineer, and design-build contractor for this mixed-use building with 35,000 SF of retail and 6,800 SF of flex (restaurant) space, 344 parking stalls on 5 elevated levels.

University of South Florida, St. Petersburg, Florida -- University of South Florida St Petersburg. FINFROCK served as the parking consultant, architect of record, structural engineer and design-build contractor for this 1,151-stall, 6 elevated level parking garage with 21,000 SF of space for a book store and campus police station.

Griffin Farm Parking Garage, Lake Mary, FL – Unicorp National Developments. FINFROCK served as the design-build general contractor for this 600 stall, 3 elevated level garage. FINFROCK's in-house services included; parking consulting, architect of record, engineer of record, precast/prestressed concrete manufacturing and general contracting.

Downtown Ocala Parking Garage, Ocala, Florida — City of Ocala. FINFROCK provided full design-build delivery of this two-elevated level, 400 stall parking structure with a brick façade which compliments a bygone era when Ocala became known as the Brick City.

City of Winter Garden Parking Garage, Winter Garden, Florida — City of Winter Garden CRA. Design-build three-story parking structure with a capacity of 500 parking spaces that blended with nearby architecture styles from the 1920s to the 1960s.

Midtown Megadeck Parking Garage, Tampa, FL – FINFROCK served as architect and engineer of record; precast concrete manufacturer and erector; design-build general contractor; and parking consultant for this 1,081 stall, 5 elevated level parking garage designed for future expansion serving the adjacent retail complex.

MetWest Parking Garage, Tampa, Florida -- Metropolitan Life Insurance Company. FINFROCK served as the parking consultant, architect of record, structural engineer and design-build contractor for this 3,833 stall parking structure delivered over three phases.

City of Cocoa Beach Garage, Cocoa Beach, Florida. FINFROCK completed the design and construction of this 242-stall parking structure with 600 square feet of office space, enclosed restrooms, and exterior showers. The parking garage serves guests of the beach and nearby shops and restaurants.

RONALD HEINKEL

Pre-construction Services Director

Builder



YEARS' EXPERIENCE

40 years

EDUCATION

Bachelor of Science, Building
Construction, University of Florida, 1985

PROFESSIONAL REGISTRATIONS

Commercial Building Inspector, Florida

As the primary liaison between the Project Development, Design and Construction Departments, Mr. Heinkel is in constant contact with designers, project managers and subcontractors during design development to ensure the Client receives the most attractive, cost effective, durable design possible. Mr. Heinkel provides schematic designs, budgeting and scheduling for project ranging from garages to student housing to hi-rise apartments.

PROJECT EXPERIENCE

"F" Deck Parking Garage, Orlando, FL – FINFROCK served as the architect of record, structural engineer, precast concrete manufacturer and installer, and general contractor on this 8-elevated level, 888-stall parking garage, uniquely attached to a 54,669-sf office building.

4th and 5th Delray Parking Garage, Delray Beach, FL -- iPic Entertainment. FINFROCK served as the design-build contractor for this 326 stall parking structure. FINFROCK's design-build services included architect of record, engineer of record, precast manufacturer, parking consultant and general contracting.

Dania Beach Park-N-Ride Parking Garage, Dania Beach, Florida -- South Florida Regional Transportation Authority. This 414-stall garage serves passengers for the Tri-Rail high-speed rail line that serves Broward, Miami-Dade, and Palm Beach Counties.

Bonnet Creek Resort Parking Structure, Orlando, Florida -- KUD International. FINFROCK served as the Parking Consultant, Architect of Record, Structural Engineer and Design-Build Contractor for this 422,484 SF, 1,357 stall, 5 elevated level parking garage.

University of South Florida, St. Petersburg, Florida -- University of South Florida St Petersburg. FINFROCK served as the parking consultant, architect of record, structural engineer and design-build contractor for this 1,151-stall, 6 elevated level parking garage with 21,000 SF of space for a book store and campus police station.

Downtown Ocala Parking Garage, Ocala, Florida — City of Ocala. FINFROCK provided full design-build delivery of this two-elevated level, 400 stall parking structure with a brick façade which compliments a bygone era when Ocala became known as the Brick City.

City of Winter Garden Parking Garage, Winter Garden, Florida — City of Winter Garden CRA. Design-build three-story parking structure with a capacity of 500 parking spaces that blended with nearby architecture styles from the 1920s to the 1960s.

Gramercy Woods Parking Garage, Jacksonville, FL. – FINFROCK served as the design-build contractor for this 1,833-stall, 4 elevated level garage. FINFROCK's in-house services included parking consultant, architect of record, engineer of record, precast concrete manufacturer and installer, and general contractor.

Port Canaveral Cruise Terminal 3 Parking Garage, Cape Canaveral, Florida -- Canaveral Port Authority. FINFROCK served as the architect of record, engineer of record, precast concrete manufacturer & installer, and general contractor for this 1,793-stall, 5 elevated level garage to serve the adjacent new cruise terminal.

EMILY J. OECHSLIN, AIA, NCARB

Architectural Manager

Builder



YEARS' EXPERIENCE

9 years

EDUCATION

Bachelor of Arts, Architecture, University of Kentucky, 2011

Master of Architecture, University of Kentucky, 2013

PROFESSIONAL REGISTRATIONS

Registered Architect, Florida, AR98838

PROFESSIONAL ASSOCIATIONS

American Institute of Architecture (AIA)

National Council of Architectural Registration Boards Certified (NCARB)

Mrs. Oechslin oversees the Architecture Department, which consists of Architectural Drafters/Designers, Architectural Project Leads/Managers, and registered architects. She also manages projects as an Architectural Project Manager. She establishes project budgets and delegates projects to those in her department.

PROJECT EXPERIENCE

City of Cocoa Beach Garage, Cocoa Beach, Florida. FINFROCK completed the design and construction of this 242-stall parking structure with 600 square feet of office space, enclosed restrooms, and exterior showers. The parking garage serves guests of the beach and nearby shops and restaurants.

University of South Florida, St. Petersburg, Florida -- University of South Florida St Petersburg. FINFROCK served as the parking consultant, architect of record, structural engineer and design-build contractor for this 1,151-stall, 6 elevated level parking garage with 21,000 SF of space for a book store and campus police station.

Griffin Farm Parking Garage, Lake Mary, FL -- Unicorp National Developments. FINFROCK served as the design-build general contractor for this 600 stall, 3 elevated level garage. FINFROCK's in-house services included; parking consulting, architect of record, engineer of record, precast/prestressed concrete manufacturing and general contracting.

Downtown Ocala Parking Garage, Ocala, Florida -- City of Ocala. FINFROCK provided full design-build delivery of this two-elevated level, 400 stall parking structure with a brick façade which compliments a bygone era when Ocala became known as the Brick City.

City of Winter Garden Parking Garage, Winter Garden, Florida -- City of Winter Garden CRA. Design-build three-story parking structure with a capacity of 500 parking spaces that blended with nearby architecture styles from the 1920s to the 1960s.

"F" Deck Parking Garage, Orlando, FL -- FINFROCK served as the architect of record, structural engineer, precast concrete manufacturer and installer, and general contractor on this 8-elevated level, 888-stall parking garage, uniquely attached to a 54,669-sf office building.

4th and 5th Delray Parking Garage, Delray Beach, FL -- iPic Entertainment. FINFROCK served as the design-build contractor for this 326 stall parking structure. FINFROCK's design-build services included architect of record, engineer of record, precast manufacturer, parking consultant and general contracting.

UF 608 XIV Parking Garage, Gainesville, FL. -- FINFROCK served as the parking consultant, architect of record, engineer of record, precast concrete manufacturer and installer, and general contractor for this 2,037-stall, 6 elevated level parking garage on an active university campus.

Orlando Health Team Member Center Parking Garage, Orlando, FL -- FINFROCK served as the design-build general contractor for this 921-stall, 5 elevated level garage designed for future expansion and serving employees of the hospital. FINFROCK's in-house services included parking consulting, architect of record, engineer of record, precast/prestressed concrete manufacturing, and general contracting.



ARCHITECT



COMPANY

Eleven 18 Architecture

PHONE

407-745-5300

ADDRESS

1011 E. Colonial Dr. #307
Orlando, FL 32803

POINT OF CONTACT

Kim Day McCann
407-416-9960
kmccann@eleven18architecture.com

PERSONNEL

5 employees

FACILITY

Headquartered in Downtown Orlando

ELEVEN 18 Architecture is a full-service, boutique design firm that provides architecture, engineering, and interior design services. Founded in 2009, the company is proud to be a certified Women's Business Enterprise (WBE) and is licensed to work in 32 states.

All of ELEVEN 18 work is performed locally and every member of the design team has a professional degree in architecture, engineering or interior design to ensure a quality product and professional performance. With a focus on great design and exceptional detailing, ELEVEN 18's mission is the delivery of an incredible product and a professional performance.

The award-winning firm's team works in an open studio office located adjacent to downtown Orlando

and operates on the principle that great service is the cornerstone of a professional services practice. Building relationships with clients, knowing their projects, and delivering well-designed, technically accurate products on time and on budget are the key building blocks of the firm.

ELEVEN 18 Architecture was founded by Kim Day McCann AIA LEED AP, Mark Adams AIA and Neke White. When you work with us, you work with experts in your industry. Our creative client-focused teams are led by these partners who work everyday to bring their breadth of experience and creativity in architecture, interiors, planning, and graphics to every project.

KIMBERLY MCCANN

Principal - Development

Architect



YEARS' EXPERIENCE

22 years

EDUCATION

Bachelor of Architecture,
University of Florida

Master of Architecture,
University of Florida

PROFESSIONAL AFFILIATIONS

American Institute of Architects

US Green Building Council

Intl. Council of Shopping Centers



Kim McCann has devoted her time as managing partner of ELEVEN 18 to build the small startup company into a full service firm that turns out approximately six million square feet of various projects a year Kim has won awards such as multiple ABC Golden Eagles, the 2007 Green Building of the Year, and US Metal Building Association's Outstanding Design award She is registered with the National Council of Architectural Registration Boards, and currently holds active licenses in 23 states Her most noteworthy national clients include Cubesmart Shoe Carnival, Ross Stores, TJ Maxx Companies, Starbucks, Dick's Sporting Goods, Total Wine, Mattress Giant, and Aspen Dental.

HIGHLIGHTED EXPERIENCE

Waterstar Retail Center, Kissimmee, FL

Providing design services for a new commercial center of approximately 250 000 sf The center will host a mix of tenants, along with an open air plaza, and neighbor Margaritaville Resort Orlando Construction is expected to begin in Fall 2020.

Longwood Downtown Redevelopment, FL

Providing concept design and master planning to create a catalyst project that will revitalize the City's downtown historic district and make it a unique destination for Longwood residents and draw visitors from all over

Eatonville City Center, FL

Provided concept design, site development, construction documents, administration, and renovation of existing city landmarks The proposed 5 200 sf center is to host two restaurants, a retail storefront, multifamily housing, and several other businesses.

Apopka City Center, FL

Redevelopment of 180 acres of public private land the new center will host restaurant, retail, office space, a hotel, and multi family residential spaces ELEVEN 18 is the turnkey architect for all phases of the project, from planning to construction documents.

Stonehill Shopping Plaza, Oviedo, FL

New 7 acre, 31 665 sf shopping center in the City of Oviedo ELEVEN 18 provided concept design and coordination, architectural design, construction documents, and construction administration for the commercial center Tenants include Flippers, Salsa, and Tropical Smoothie Grills.

Lakeside, Orlando, FL

Provided design services and construction administration for 7 800 sf ground up, full service restaurant and bar The team worked closely with the owner to select custom design features and finishes.

Cubesmart, Various Locations

Provided concept design, construction documents, and construction administration for multiple new stand alone locations across the east United States.



TAB 3: QUALIFICATIONS



PROJECT PROFILE

CLIENT NAME

City of Wildwood, FL

CLIENT CONTACT

100 N. Main Street,
Wildwood, FL 34785

352-330-1330

PERFORMANCE PERIOD

November 2022 -
Ongoing

TOTAL ANNUAL AMOUNT OF THE CONTRACT

+/- \$10,000,000

CITY OF WILDWOOD THE RAILYARD

G3 Development is working with the City of Wildwood as their development partner in revitalizing their Downtown. G3 will purchase a city block from the City of Wildwood and transform it into an 8,000 square foot mixed-use commercial space along Main Street across from City Hall dubbed "The Railyard," in nod to the town's railroad history. Simultaneously, we will build a four-story, 126 space parking garage to help accommodate this new development.

The vision for The Railyard is to create a new, vibrant, walkable commercial district in the heart of downtown Wildwood that includes retail and parking in a two-phase project. Capitalizing on the proximity to historic shops, City Hall, and high-traffic areas, we plan to maximize the visibility of this catalytic development as proof of what is to come in the heart of Wildwood.



PROJECT PROFILE

CLIENT NAME

City of Eustis

CLIENT CONTACT

10 N. Grove Street
Eustis, FL 32726

352-483-5430

PERFORMANCE PERIOD

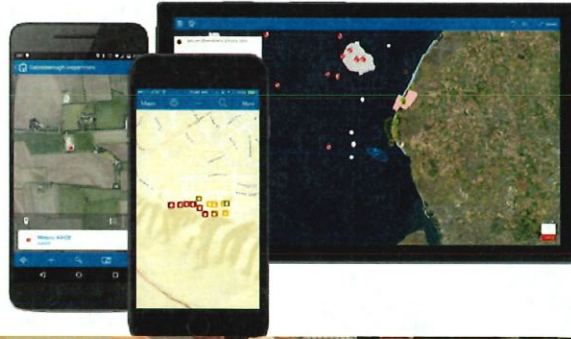
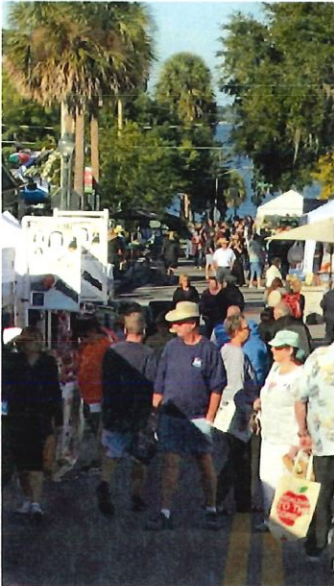
November 2022 -
Ongoing

TOTAL ANNUAL AMOUNT OF THE CONTRACT

+/- \$60,000,000

CITY OF EUSTIS DOWNTOWN MASTER PLAN & REDEVELOPMENT

G3 Development is working as a development partner with the City of Eustis after winning their RFQ in 2022. G3 is first tasked with helping the City of Eustis reinvent their Downtown Master Plan and help them identify key projects and opportunities throughout the Downtown area as a whole. G3 will then focus their efforts on redeveloping 4.8 acres in Downtown Eustis, which will serve as a catalyst to further redevelopment and investment into Historic Downtown Eustis.



PROJECT PROFILE

CLIENT NAME

City of Mount Dora
Troy Shonk, Director

CLIENT CONTACT

900 North Donnelly Street,
Mount Dora, FL 32757

(352) 735-7100 Ext. 1615

shonkt@cityofmountdora.com

PERFORMANCE PERIOD

March 2018 - October 2019

TOTAL ANNUAL AMOUNT OF THE CONTRACT

\$136,400

MOUNT DORA PARKS & RECREATION MASTER PLAN MASTER PLAN DEVELOPMENT

GAI's Community Solutions Group (CSG) developed a parks and recreation master plan that is a road map for the future of the City of Mount Dora's Parks and Recreation System.

Tasks included a complete inventory of the existing park and recreation infrastructure, a comprehensive public input program, and provided a final vision and master plan for the next 10 years. The inventory was completed using GIS technology that became a live inventory of facilities and amenities that the City can access and update at any time. This greatly increased their efficiency at addressing items that needed immediate attention. This process also allows for much more accurate capital planning, level of service analysis, and mapping.

To receive the best amount of input from a diverse representation of the City's residents, CSG developed an on-line survey that received more than 1,400 responses. We also had numerous focus groups and face-to-face, interactive public meetings throughout the process. This empowered the public to be active participants, as well as see the results of their input through all stages of the planning process. The final master plan, adopted in March 2019, provided the City an implementable parks and recreation master plan that includes a thorough capital improvement plan based priorities of the residents of Mount Dora, as well as existing conditions, growth, and projected growth of the City.



PROJECT PROFILE

CLIENT NAME

Camden Property Trust
Mark Bucci

CLIENT CONTACT

520 E. Church Street
Orlando, FL 32801

(703) 402-2286

mbucci@camdenliving.com

PERFORMANCE PERIOD

August 2015 - May 2021

TOTAL ANNUAL AMOUNT OF THE CONTRACT

\$95,000

CAMDEN LAKE EOLA PLANNING & DESIGN

GAI provided full services for the landscape architecture and civil engineering for a new 12-story, mixed-use residential tower located just south of Lake Eola in downtown Orlando. The project occupies a full block within this thriving neighborhood, and includes a new streetscape design that references the Downtown Streetscape Standards while incorporating a few subtle changes that showcase its uniqueness. The tower's 7th floor amenity deck also sets a new downtown standard, with a resort-style pool, sundeck, turf poolside patio lounge areas, a bar, as well as outdoor kitchen and grilling areas.



PROJECT PROFILE

CLIENT NAME

Owner: City of Orlando
Client: Florida Citrus Sports
Steve Hogan, CEO

CLIENT CONTACT

1 Citrus Bowl Place,
Orlando, FL 32805

407.423.2476

shogan@fcsports.com

PERFORMANCE PERIOD

2017 - 2021

TOTAL ANNUAL AMOUNT OF THE CONTRACT

\$ 688,000 (fee)
\$9 million construction value

LAKE LORNA DOONE PARK PLANNING & DESIGN

GAI's Community Solutions Group provided design, contract documents, and construction observation services for this historic park in downtown Orlando, located directly adjacent to the Citrus Bowl. The location of the first integrated Little League baseball game to be played in the South, Lorna Doone is a complete renovation of all of the park's facilities, including play fields, interactive play fountain, playgrounds, community garden, pavilions, lake overlooks and docks, restroom, and other amenities.

At \$9 million, and partially funded by the National Football League (NFL) resulting from the 2017 Pro Bowl held at the stadium, the project was completed in 2021.



FINROCK®

PROJECT PROFILE

CLIENT NAME

City of Ocala -
Sean Lanier

CLIENT CONTACT

110 SE Watula Avenue
Ocala, FL 34471

P: 352-351-6733

F: 352-351-6731

slanier@ocalafl.org

PERFORMANCE PERIOD

Oct 2015 – Oct 2016

TOTAL ANNUAL AMOUNT OF THE CONTRACT

\$5,386,078

DOWNTOWN OCALA PARKING GARAGE

The City sought a design-builder to deliver a parking structure to blend with the alluring atmosphere of their historic downtown. Deemed most responsive, FINROCK's proposal of a two-elevated level, 400 stall parking structure with a brick facade compliments a bygone era when Ocala became known as the Brick City. The City attained the nickname following an 1883 fire that destroyed its wood buildings and caused a ban on wood construction. The design uses window openings in the wall panels to achieve the look of small shops and thriving businesses.

I would say yes

Are we adding a Legal Display Ad for the Orlando Sentinel?

QC

Request for Letters of Interest, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting letters of interest for the following services: **RLI #24-003 Master Developer for Downtown Ocoee.** Letters of Interest will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 pm, local time, on January 30, 2024.** Letters of Interest received after that time or through any other method will not be accepted under any circumstances. Sealed Letters of Interest that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Letter of interest-Meetings>. All questions regarding this RLI shall be in writing to Joyce Tolbert, NIGP-CPP, CPPB, Procurement Manager, Finance Department/Purchasing jtolbert@ocoe.org. Prospective respondents may secure a copy of the documents required for submitting a Letter of Interest at no charge through Bonfire by accessing the City's published solicitation page at <https://ocoe.bonfirehub.com>. For more information, visit <https://www.ocoe.org/323/Purchasing>. Prospective respondents will be provided with all information regarding this RLI, addendums, and changes to the project requirements through the Bonfire e-Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, November 12, 2023. - ok

CITY OF OCOEE
REQUEST FOR LETTERS OF INTEREST
(RLI) #24-003

MASTER DEVELOPER FOR
DOWNTOWN OCOEE

STEP 1 –PRE-QUALIFICATION





FINFROCK®

PROJECT PROFILE

CLIENT NAME

City of Winter Garden -
Amy Martello

CLIENT CONTACT

300 W Plant Street, Winter
Garden, FL 34787

407-656-4111 Ext. 5443

amartello@cwgdn.com

PERFORMANCE PERIOD

July 2015 – Sept 2016

TOTAL ANNUAL AMOUNT OF THE CONTRACT

\$8,105,953

CITY OF WINTER GARDEN PARKING GARAGE

The City of Winter Garden sought a design-build firm who could deliver a parking structure that would meet the charm and character of Winter Garden's downtown area. FINFROCK proposed a three elevated-level parking structure with a capacity of 523 parking spaces that blends with the nearby architecture styles from the 1920s to the 1950s and 60s. The garage's brick design with varying depths creates a visually interesting and eclectic balance of color, texture and dimension. The building's facade aesthetically complements the existing downtown structures.



FINFROCK[®]

PROJECT PROFILE

CLIENT NAME

OneEleven Residential –
John Zeledon

CLIENT CONTACT

174 W Comstock Ave,
Winter Park, FL 32789

407-415-6311

john@111res.com

PERFORMANCE PERIOD

Dec 2018- Dec 2020

TOTAL ANNUAL AMOUNT OF THE CONTRACT

\$71,861,377

LAKE HOUSE APARTMENTS LUXURY MULTIFAMILY

Recently completed in Downtown Orlando, residents now have access to this upscale multifamily housing in the desirable area of Ivanhoe Village. The Lake House Apartments feature 252 units above 32,439 square feet of office space and a 4,418 square foot restaurant. The luxury residences have access to 20,943 square feet of amenity space including an elevated 2nd floor pool deck, fitness center, lounge, and clubhouse on the ninth floor overlooking Lake Ivanhoe and the Downtown Orlando skyline. Residents may also enjoy secure parking in a 523-space precast garage and be able to walk to neighboring boutiques, restaurants, a brewery, and parks.

The first-unit turnover occurred in September 2020 with final completion in December. FINFROCK was the design-build general contractor, architect of record, and structural engineer for the apartments and the parking structure.

AWARDS

2021 Grand Winner of Multi-Family Executives Best Unit Design award

2021 Eagle Award – Residential/Multifamily General Contractor

2022 PCI Design Awards BIM Honorable Mention



PROJECT PROFILE

LOCATION

611 E Main Street,
Apopka, FL

STARTED

2022



APOPKA CITY CENTER

MIXED-USE DEVELOPMENT

This project involves the redevelopment of 180 acres of public-private land in Apopka, FL. The new Apopka City Center is 35 acres and will have 200,000sf of space for restaurants, retail and office space, as well as homes and a 114-room Hilton Garden Inn. Other phases of the project include the Highland Manor Wedding Venue, Starbucks, AT&T, Hand & Stone Massage, a Brewery & Food Hall, followed by approximately 190 apartment units.

The project broke ground in February of 2022. ELEVEN18 is the turnkey architect for all phases of the project, from planning to construction documents.



PROJECT PROFILE

CLIENT

City of Groveland, FL

LOCATION

Groveland, FL

COMPLETED

Ongoing



CITY OF GROVELAND CRA REDEVELOPMENT GUIDELINE DEVELOPMENT

ELEVEN18 is providing master planning, concept design, and design renderings for the CRA redevelopment of the downtown for city of Groveland. Several design options and renderings for blocks within the redevelopment district have been illustrated to show the future development of city hall and alleyways around the downtown.



PROJECT PROFILE

LOCATION

Winter Park, FL

COMPLETED

Ongoing



WINTER PARK SQUARE (2) MIXED-USE DEVELOPMENT

This 200,000 sf new mixed-use development project is located in Winter Park, FL. ELEVEN18 provided concept, design development, site planning and construction documents for Phase 2 of the project.

Serving one of Central Florida's most affluent areas, Winter Park Square has been described as the "new northern gateway to Winter Park's shopping district." It is located next to Winter Park Village, and minutes from the cultural venues, dining and shops along historic Park Avenue. Winter Park Square is 11 acres, located at 1000 North Orlando Ave. Phase One was anchored by Whole Foods Market and Nordstrom Rack.



TAB 4: FINANCIAL CAPABILITY & STABILITY



January 16, 2024

Gerry Guenther
639 N. Alexander St.
Mt. Dora, FL 32756

RE: Credit Reference

To Whom It May Concern:

Mr. Guenther has been a long-time and highly valued and respected client of Amerant Bank. We have financed several large commercial real estate projects for Mr. Guenther in excess of \$100MM.

Amerant Bank looks forward to doing further business with Mr. Guenther, including the financing of the proposed redevelopment of Downtown Ocoee located in Ocoee, Florida.

If you have any questions, please feel free to contact me at your convenience. Sincerely,

Sincerely,

Tom Coletta

Tom Coletta
Vice President
Amerant Bank
407.319.3953

Shumacker, Johnston & Ross, PA

Certified Public Accountants

J. Cecil Shumacker, CPA
Robert E. Johnston, CPA (1982-2001)
W. Chet Ross, CPA

American Institute of
Certified Public Accountants

Florida Institute of
Certified Public Accountants

January 16, 2024

City of Ocoee
1 North Blueford Ave.
Ocoee FL 34761

RE: Downtown Redevelopment

To the City Council and Development Services Staff:

We have been requested by our client, Gerard G. Guenther, Jr. to provide information to the City Council pertaining to his financial capability to assist in the redevelopment of Downtown Ocoee.

Our firm has prepared business and personal income tax returns for Mr. Guenther for over 20 years. As the engagement partner, I have extensive knowledge of his financial situation. I am also cognizant of the financially successful seven and eight figure projects he has had financed and developed over the past 10 years. All of the loans related to these projects are current, and I am not aware of any past financial difficulties he has had meeting his financing obligations for these projects.

We have been provided with a personal financial statement for Gerard G. and Lee Ann Guenther as of November 28, 2023 that they self-prepared. I have inspected this financial statement and conclude that Mr. Guenther has the necessary financial equity to undertake the proposed project.



W. Chet Ross



TAB 5: LITIGATION HISTORY

NONE



INTEGRITY | CREATIVITY | LEADERSHIP

G3 Development has been a local real estate and development leader specializing in mixed-use developments for over 20 years. They have vast experience in property level feasibility, due diligence analysis, acquisitions, financing, entitlements, development, and construction management.

Throughout his 20-plus year career, President Gerry Guenther has been involved in \$250,000,000 of commercial development and currently owns and manages over \$100,000,000 of commercial real estate in the Central Florida Market.

G3 utilizes a team approach. They consistently rely on and work with other experts in various fields to ensure the best product possible, no matter the project. They have vast experience connecting and managing specialized teams to ensure a seamless development process and a quality end-product. Ultimately, G3 Development's team of professionals is committed to providing exceptional customer value by delivering a complete, thoughtful, and creative product.

Past teams led by G3 have focused on commercial development (medical, professional, retail, multifamily, mixed-use, and adaptive re-use) in markets that exhibit unique demand characteristics and supply constraints. They use their unique approach and extensive experience to creatively tackle the commercial development process and its challenges. They also leverage local knowledge and relationships to ensure their projects meet the needs of the communities in which they are located. Their commitment to quality means their approach results in projects finishing on time and within budget.

G3 Development has substantial experience collaborating with cities, municipalities, and other clients to complete complex and desirable redevelopment projects. Their attention to detail and unique approach ensures the cities and their taxpayers always receive the most value for their money.

STAFF REPORT

Meeting Date: April 2, 2024
Item #: 6

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of the Collateral Assignment of the Escrow and License Agreement and Collateral Assignment of Development Agreement and Transportation Impact Fee Agreement for Ocoee Crown Point Mixed Use Project. (Development Services Director Rumer)

Background Summary:

The attached Collateral Assignment of Fee Escrow Agreement and License (the “Assignment of Fee Escrow Agreement”) and the Collateral Assignment of Development Agreement and Transportation Impact Fee Agreement (the “Assignment of Impact Fee Agreement”) have been approved by the City Attorney for execution by the City. At Closing, the City entered into the original Fee Escrow Agreement and Impact Fee Agreement with the Developer. The Developer’s lender has asked the City to execute the two collateral assignments as a condition of providing construction financing. By executing the Assignment of Fee Escrow Agreement and the Assignment of Impact Fee Agreement, in the event of a default by the Developer, the lender will have the ability to “step into the shoes” of the Developer and complete the Developer’s obligations under the Agreements. There are no additional obligations or liabilities to the City in connection with the execution of the Assignment of Fee Escrow Agreement or the Assignment of Impact Fee Agreement.

Issue:

Should the Honorable Mayor and City Commissioners approve the Collateral Assignment of the Escrow and License Agreement and Collateral Assignment of the Development Agreement and Transportation Impact Fee for the Ocoee Crown Point Mixed Use Project?

Recommendations:

Staff Recommends the Honorable Mayor and City Commissioners approve the Collateral Assignment of the Escrow and License Agreement and Collateral Assignment of Development Agreement and Transportation Impact Fee for the Ocoee Crown Point Mixed Use Project.

Attachments:

1. Marlowe Crown Point - Collateral Assignment of Development Agreement and Transportation Impact Fee Agreement
2. Marlowe Crown Point - Collateral Assignment of Fee Escrow Agreement and License

Financial Impacts:

None

Type of Item: Consent

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND ROAD
TRANSPORTATION IMPACT FEE CREDIT AGREEMENT

This **COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND ROAD TRANSPORTATION IMPACT FEE CREDIT AGREEMENT** (this “Assignment”), is made and entered into as of the [_____] day of [____], 2024 by and among **GS CROWN POINT OWNER, LLC**, a Delaware limited liability company (“Borrower” or “Assignor”), **SANTANDER BANK, N.A.** (“Agent”) as administrative agent for itself and the other financial institutions more particularly identified in the Construction Loan Agreement (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”) of even date herewith by and among Borrower, Agent and the other financial institutions party to the Loan Agreement from time to time, if any (Agent and, such other financial institutions party to the Loan Agreement from time to time, if any, and their respective successors and assigns, being hereinafter referred to individually as “Lender” and collectively as “Lenders”) and **CITY OF OCOEE**, a Florida municipal corporation (“City”).

WHEREAS, Assignor and City are parties to that certain (i) Development Agreement dated as of October 13, 2023 (as the same may be amended from time to time, the “Development Agreement”) and (ii) Road Transportation Impact Fee Credit Agreement for GS Crown Point Owner dated as of October 13, 2023 (as the same may be amended from time to time, the “Impact Fee Agreement”; together with the Development Agreement, individually and collectively, the “Agreement”), a copy of each is attached hereto as Exhibit A;

WHEREAS, Assignor and City entered into the Development Agreement pursuant to the provisions of Section 4-5B(5) of Article IV of the Ocoee Land Development Code with respect to the development of certain property located in the City of Ocoee, Orange County, Florida and commonly known as the Ocoee Crown Point Mixed Use Development (the “Project”).

WHEREAS, simultaneously with the execution of the Development Agreement, Assignor and City entered into the Impact Fee Agreement relating to the Assignor’s rights and obligations relating to the construction of the New Road Improvements (as defined in the Development Agreement) and receipt of Transportation Impact Fee Credits (as defined in the Impact Fee Agreement);

WHEREAS, the Assignor, Agent and the Lenders have entered into the Loan Agreement; and

WHEREAS, one of the conditions of the making of the loan (the “Loan”) pursuant to the Loan Agreement is the collateral assignment of the Agreement by the Assignor to the Agent and the Lenders, together with all rights of the Assignor thereunder (together with the Agreement, collectively, “Assigned Rights”), such assignment being given to secure the Obligations (as defined in the Loan Agreement) established under the loan documents executed in connection with the Loan Agreement (as same may be amended from time to time, the “Loan Documents”).

NOW THEREFORE and in consideration of the above, and of mutual covenants contained herein and benefits to be derived herefrom, the parties hereto agree follows:

1. To secure the prompt, punctual, and faithful payment and performance of the Obligations arising under the Loan Documents, the Assignor hereby collaterally assigns and transfers to Agent for the benefit of the Lenders, and their respective successors and assigns, all of its interest, whether now owned or hereafter acquired, now existing or hereafter arising, wherever located, in, to and under the Assigned Rights. City, by its execution hereof, hereby assents to such collateral assignment and hereby acknowledges this Assignment of the Assigned Rights to the Agent for the benefit of the Lenders, its successors and assigns.
2. This Assignment is a collateral assignment only of all of the rights which the Assignor may now or at any time hereafter have under, pursuant, or in respect of the Assigned Rights. Notwithstanding anything to the contrary in the Agreement, until Agent or its designee or assignee has provided City a written notice of default and has agreed in writing to assume Assignor's obligations under the Agreement, neither Agent nor any Lender shall be deemed by virtue of this Assignment to have assumed any of the obligations of the Assignor under the Agreement, each of which obligations the Assignor covenants and agrees with Agent and the Lenders to perform and observe in accordance with the terms of the Agreement as if this Assignment had not been made. Neither the Agent nor any Lender shall be under any liability of any kind to City under, pursuant to, or in respect of the Agreement or by reason of any services furnished by the City to or for the account or benefit of the Assignor. City may rely conclusively upon any written notice given by the Agent to the Assignor and City of the occurrence of an Event of Default (as defined in the Loan Agreement) by Borrower under the Loan Agreement. Upon and after the giving of such notice, and until further written notice from the Agent to the Assignor and City, the Agent may (but shall not be obligated to) exercise all rights granted to Assignor under the Agreement.
3. The Assignor represents and warrants to Agent and the Lenders (a) that the Agreement is unmodified and in full force and effect, (b) the Agreement is a valid and binding agreement enforceable against Assignor in accordance with its terms, except as the availability of certain remedies may be limited by general principles of equity, and (c) that, as of the date hereof, there are no defaults under the Agreement by such Assignor or, to the best of its knowledge, any other party thereto. The Assignor represents and warrants that the Assignor has not made any other assignment of the Assigned Rights. Assignor hereby covenants and agrees that Assignor shall not, without first obtaining Agent's written consent, convey, assign, sell, mortgage, encumber, pledge, hypothecate, grant a security interest in, grant an option or options with respect to, or otherwise dispose of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration) Assignor's interest (or any portion thereof) in the Agreement.
4. Assignor and City (by its assent hereto) agree that each will furnish to the Agent copies of all written notices (including all notices of default) given to any party under the Agreement, simultaneously with the giving of such notice to such party. City and Assignor agree that the Agent may cure defaults on Assignor's behalf, that Agent shall have the same cure rights as Assignor under the Agreement and City agrees to accept any such performance by the Agent which cures any default by Assignor. City acknowledges and agrees that the

immediately preceding sentence is not intended to and does not obligate Agent to cure any default of Assignor.

5. For the avoidance of the doubt, the assigned rights assigned hereunder include all of Assignor's right, title and interest in and to (a) the Approved Plan (as defined in the Development Agreement), to the extent assignable, (b) the Design Plans (as defined in the Impact Fee Agreement), to the extent assignable, (c) to the extent permitted by the relevant authorities, any permits issued (or applications therefor) with respect to the construction and/or development of the Project, (d) the Transportation Impact Fee Credits (as in the Development Agreement) and the Impact Fee Credits (as defined in the Impact Fee Agreement), and (e) the total amount to be reimbursed in connection with Section 4(c) of the Impact Fee Agreement.
6. City agrees that unless the Agent expressly assumes in writing the obligations of the Assignor under the Agreement, neither the Agent nor any Lender shall be deemed to have assumed any of the obligations of the Assignor under the Agreement, nor shall the Agent or any Lender be under any liability of any kind to City under the Agreement. This Assignment does not release or affect in any way the obligations of the Assignor to City. Each of Assignor and City agree to promptly and punctually perform its obligations under the Agreement.
7. Notwithstanding the terms and provisions of the Agreement, in the event the Assignor defaults thereunder, but Agent (a) cures the default, or (b) has commenced and is continuing to cure the default in accordance with the time frames provided herein, City shall be obligated to continue to fully meet its obligations under the Agreement.
8. The rights of the Agent hereunder may be fully exercised by the Agent's designee or assignee. Any action or proceedings to enforce this Assignment may be taken by the Agent or its assignee or designee either in its name or in the name of the Assignor as the Agent may deem necessary. Further, upon the assignment by the Agent of its rights hereunder, the Agent shall be automatically released from any liability of any nature whatsoever hereunder or under this Assignment and the Agreement.
9. Upon the occurrence and during the continuance of an Event of Default, City (by its assent hereto) agrees to recognize Agent's right to (a) perform the obligations of the Assignor under the terms of the Agreement, and (b) receive the benefits to which the Assignor would be entitled under the terms of the Agreement. Assignor by its execution hereof authorizes City to accept such directions from Agent and to perform or make payments due to Assignor under the Agreement directly to Agent and Assignor hereby waives all claims against City for the performance of any benefits or the receipt of any benefits, including the receipt of payments, which are made to Agent at Agent's direction.
10. The payment in full of the Loan shall constitute a discharge of this Assignment and a release of the Agent's interest in the Assigned Rights and the reassignment thereof (without recourse to the Agent) to the Assignor.

11. Any notice in connection with this Assignment shall be in writing, and shall be delivered by hand or overnight courier service, or mailed by certified or registered mail, as follows:

If to Assignor or City to the address provided in Section 7 of the Impact Fee Agreement and Section 17 of the Development Agreement.

If to Agent to:

Santander Bank
75 State Street
Boston, Massachusetts 02109
Attention: Morgan Salmon

with copies to:

Riemer & Braunstein LLP
100 Cambridge Street, 22nd Floor
Boston, Massachusetts 02109
Attention: Christina E. Shvartsman, Esquire

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given shall be deemed to be receipt of the notice sent. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

12. This Assignment may be amended or modified only by a written instrument signed by the parties hereto.
13. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument. To facilitate execution of this Assignment, the parties may execute and exchange PDF counterparts of the signature pages, which shall be deemed original signatures for all purposes.
14. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.
15. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida except to the extent preempted by federal laws.
16. Each party to this Assignment (and Agent by its acceptance hereof), hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (1) arising under this Assignment or any other instrument, document or agreement executed or

delivered in connection therewith, or (2) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to this Assignment of any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party to this Assignment may file an original counterpart or a copy of this Paragraph with any court as written evidence of the consent of the parties hereto and Agent to the waiver of their right to trial by jury.

17. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.
18. City agrees that this Assignment shall constitute notice of Assignor's collateral assignment to Agent (as its mortgage lender) of its rights under the Agreement and City acknowledges receipt of Agent's name and address.

[Remainder of Page Intentionally Blank]

It is intended that this Assignment take effect as of the date first above written.

ASSIGNOR:

GS CROWN POINT OWNER, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

CITY:

CITY OF OCOEE

By: _____

Name: Rusty Johnson

Title: Mayor

AGENT:

SANTANDER BANK, N.A.

By: _____

Name:

Title:

Exhibit A
Agreement(s)

3841766.3

COLLATERAL ASSIGNMENT OF FEE ESCROW AGREEMENT TEMPORARY LICENSE
AGREEMENT

This **COLLATERAL ASSIGNMENT OF FEE ESCROW AGREEMENT AND TEMPORARY LICENSE AGREEMENT** (this “Assignment”), is made and entered into as of the [] day of [], 2024 by and among **GS CROWN POINT OWNER, LLC**, a Delaware limited liability company (“Borrower” or “Assignor”), **SANTANDER BANK, N.A.** (“Agent”) as administrative agent for itself and the other financial institutions more particularly identified in the Construction Loan Agreement (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”) of even date herewith by and among Borrower, Agent and the other financial institutions party to the Loan Agreement from time to time, if any (Agent and, such other financial institutions party to the Loan Agreement from time to time, if any, and their respective successors and assigns, being hereinafter referred to individually as “Lender” and collectively as “Lenders”), **CITY OF OCOEE**, a Florida municipal corporation (“City”) and **FISHBACK DOMINICK, LLP** (“Escrow Agent”).

WHEREAS, Assignor and City are parties to that certain (i) Fee Escrow Agreement dated as of December 20, 2023 (as the same may be amended from time to time, the “Fee Escrow Agreement”) and (ii) Temporary License Agreement dated as of December 20, 2023 (as the same may be amended from time to time, the “License Agreement”; together with the Fee Escrow Agreement, individually and collectively, the “Agreement”), a copy of each is attached hereto as Exhibit A;

WHEREAS, Assignor, City and Escrow Agent entered into the Fee Escrow Agreement to evidence their agreement with respect to the completion of the Roadway Improvements (as defined in the Fee Escrow Agreement) and the holding and disbursement of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) which City deposited with Escrow Agent pursuant to the Fee Escrow Agreement.

WHEREAS, simultaneously with the execution of the Fee Escrow Agreement, Assignor and City entered into the Temporary License Agreement for the purpose of making the ROW Property (as defined in the License Agreement) available to Assignor to complete the Roadway Improvements via the grant of a temporary access and construction license upon the ROA Property in the event Assignor elects to exercise its self-help rights in accordance with the Fee Escrow Agreement;

WHEREAS, the Assignor, Agent and the Lenders have entered into the Loan Agreement; and

WHEREAS, one of the conditions of the making of the loan (the “Loan”) pursuant to the Loan Agreement is the collateral assignment of the Agreement by the Assignor to the Agent and the Lenders, together with all rights of the Assignor thereunder (together with the Agreement, collectively, “Assigned Rights”), such assignment being given to secure the Obligations (as defined in the Loan Agreement) established under the loan documents executed in connection with the Loan Agreement (as same may be amended from time to time, the “Loan Documents”).

NOW THEREFORE and in consideration of the above, and of mutual covenants contained herein and benefits to be derived herefrom, the parties hereto agree follows:

1. To secure the prompt, punctual, and faithful payment and performance of the Obligations arising under the Loan Documents, the Assignor hereby collaterally assigns and transfers to Agent for the benefit of the Lenders, and their respective successors and assigns, all of its interest, whether now owned or hereafter acquired, now existing or hereafter arising, wherever located, in, to and under the Assigned Rights. City and Escrow Agent, by its execution hereof, hereby assents to such collateral assignment and hereby acknowledges this Assignment of the Assigned Rights to the Agent for the benefit of the Lenders, its successors and assigns.
2. This Assignment is a collateral assignment only of all of the rights which the Assignor may now or at any time hereafter have under, pursuant, or in respect of the Assigned Rights. City and Escrow Agent may rely conclusively upon any written notice given by the Agent to the Assignor, Escrow Agent and City (a "Default Notice") of the occurrence of a Default or an Event of Default (as defined in the Loan Agreement) by Borrower under the Loan Agreement ("Default"). Upon and after the giving of such notice, and until further written notice from the Agent to the Assignor, Escrow Agent and City, the Agent shall assume and exercise all rights granted to Assignor under this Assignment and all rights of Agent under the Agreement including any one or more of the rights of a secured party afforded by the Uniform Commercial Code, as from time to time in effect in the State of Florida or afforded by other applicable law
3. The Assignor and City represent and warrant (as to such party only) to Agent and the Lenders (a) that the Agreement is unmodified and in full force and effect, (b) the Agreement is a valid and binding agreement enforceable against such party in accordance with its terms, except as the availability of certain remedies may be limited by general principles of equity, and (c) that, as of the date hereof, there are no defaults under the Agreement by such party or, to the best of its knowledge, any other party thereto. The Assignor represents and warrants that the Assignor has not made any other assignment of the Assigned Rights. Assignor hereby covenants and agrees that Assignor shall not, without first obtaining Agent's written consent, convey, assign, sell, mortgage, encumber, pledge, hypothecate, grant a security interest in, grant an option or options with respect to, or otherwise dispose of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration) Assignor's interest (or any portion thereof) in the Agreement.
4. City and Escrow Agent agree that unless the Agent gives a Default Notice, neither the Agent nor any Lender shall be deemed to have assumed any of the obligations of the Assignor under the Agreement, nor shall the Agent or any Lender be under any liability of any kind to City or Escrow Agent under the Agreement. This Assignment does not release or affect in any way the obligations of the Assignor to City and Escrow Agent.
5. The rights of the Agent hereunder may be fully exercised by the Agent's designee or assignee. Any action or proceedings to enforce this Assignment may be taken by the Agent or its assignee or designee either in its name or in the name of the Assignor as the Agent

may deem necessary. Further, upon the assignment by the Agent of its rights hereunder, the Agent shall be automatically released from any liability of any nature whatsoever hereunder or under this Assignment and the Agreement.

6. Upon the occurrence and during the continuance of a Default or an Event of Default, City and Escrow Agent (by its assent hereto) agrees to recognize Agent's right to (a) perform the obligations of the Assignor under the terms of the Agreement, and (b) receive the benefits to which the Assignor would be entitled under the terms of the Agreement. Assignor by its execution hereof authorizes City and Escrow Agent to accept such directions from Agent and to perform or make payments due to Assignor under the Agreement directly to Agent and Assignor hereby waives all claims against City and Escrow Agent for the performance of any benefits or the receipt of any benefits, including the receipt of payments, which are made to Agent at Agent's direction.
7. The payment in full of the Loan shall constitute a discharge of this Assignment and a release of the Agent's interest in the Assigned Rights and the reassignment thereof (without recourse to the Agent) to the Assignor.
8. Any notice or other communication in connection with this Assignment shall be in writing, and shall be delivered by hand or overnight courier service, or mailed by certified or registered mail, as follows:

If to Assignor or City to the address provided in Section 8 of the Fee Escrow Agreement and Section 9 of the License Agreement.

If to Agent to:

Santander Bank
75 State Street
Boston, Massachusetts 02109
Attention: Morgan Salmon

with copies to:

Rierner & Braunstein LLP
100 Cambridge Street, 22nd Floor
Boston, Massachusetts 02109
Attention: Christina E. Shvartsman, Esquire

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given shall be deemed to be receipt of the notice sent. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

9. This Assignment may be amended or modified only by a written instrument signed by the parties hereto.
10. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument. To facilitate execution of this Assignment, the parties may execute and exchange PDF counterparts of the signature pages, which shall be deemed original signatures for all purposes.
11. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.
12. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida except to the extent preempted by federal laws.
13. Each party to this Assignment (and Agent by its acceptance hereof), hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (1) arising under this Assignment or any other instrument, document or agreement executed or delivered in connection therewith, or (2) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to this Assignment of any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party to this Assignment may file an original counterpart or a copy of this Paragraph with any court as written evidence of the consent of the parties hereto and Agent to the waiver of their right to trial by jury.
14. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.
15. City agrees that this Assignment shall constitute notice of Assignor's collateral assignment to Agent (as its mortgage lender) of its rights under the Agreement and City acknowledges receipt of Agent's name and address.

[Remainder of Page Intentionally Blank]

It is intended that this Assignment take effect as of the date first above written.

ASSIGNOR:

GS CROWN POINT OWNER, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

CITY:

CITY OF OCOEE

By: _____

Name: Rusty Johnson

Title: Mayor

AGENT:

SANTANDER BANK, N.A.

By: _____

Name:

Title:

Agreed and Acknowledge as of the date first above written.

ESCROW AGENT:

FISHBACK DOMINICK, LLP

By: _____

Name: Paul D. Johnson, Jr.

Title: Partner

Exhibit A
Agreement(s)

3854206.3



Meeting Date: April 2, 2024
Item #: 7

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Authorization to Proceed with a Final Contract with Fortress Secured LLC for the Construction of a New Fire Station #38. (Finance Director Roberts)

Background Summary:

Pursuant to Section 255. 065, Florida Statutes (hereafter the " P3 Law"), public-private partnerships are permissible when pursued in accordance with Florida law so as to allow for greater private sector participation in the delivery and financing of public buildings and infrastructure projects. The City Manager received an unsolicited proposal dated July 7, 2023, from Fortress Secured LLC to construct a new Fire Station by creating a public-private partnership. Since the proposal is for a new Public Safety facility (and thus a qualifying project under the P3 Law), the City may proceed with consideration of the Fortress Secured proposal as long as the procedural elements of the P3 Law are met.

If, after evaluating the proposal, the City decides that it wants to move forward with a comprehensive agreement to complete the project offered in the proposal, the City must publish a public notice in the Florida Administrative Register and the local newspaper stating that the City has received the proposal and will accept other proposals for the same project. This publication will run for two consecutive weeks. In order to ensure that quality, competing proposals are prepared and submitted, the P3 Law requires that adequate time be allowed for preparation and receipt of competing proposals (not less than 21 days or more than 120 days).

Before entering into a comprehensive agreement for the project, the City must determine that the proposed project does the following:

1. It is in the public' s best interest;
2. It is for a facility that is owned by the City or will be conveyed to the City;
3. Has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancelation of the comprehensive agreement by the City;
4. Has adequate safeguards in place to ensure that the City or private entity has the opportunity to add capacity to the proposed project or other facilities serving similar predominantly public purposes; and
5. Will be owned by the City upon completion, expiration, or termination of the comprehensive agreement and upon payment of the amounts financed.

On August 13 and August 23, 2023, the City Commission authorized staff to advertise and hire a professional firm to evaluate the unsolicited proposal provided by Fortress Secured LLC. This proposal was advertised for 45 days and no other proposals were received. Based on the Commission approval, the City contracted with ZHA consultants to evaluate the proposal for conformance with Florida Statutes and, in comparison with the City designing and constructing the project on its own. The evaluation determined the proposal does meet a public need pursuant to state law, and it can provide an appropriately designed facility for a reasonable cost in a timely manner. The next step is to negotiate an amenable contract with Fortress Secured that will result in the design and

construction of the facility. The contract will be brought back to the City Commission for approval. The ZHA evaluation report is attached.

Issue:

Should the Honorable Mayor and City Commissioners authorize staff to negotiate a contract with Fortress Secured LLC for the design and construction of a new Fire Station?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize staff to negotiate a contract with Fortress Secured LLC for the design and construction of a new Fire Station.

Attachments:

1. Evaluation of P3 Station #38 Proposal - March 5, 2024

Financial Impacts:

The City currently has \$5,400,000 allocated towards this project. Once a final contract has been negotiated, staff will propose a funding strategy should additional funding be required.

Type of Item: Consent

City of Ocoee

Evaluation of P3 Fire Station #38 Proposal

March 5, 2024

INTRODUCTION

The City of Ocoee received an unsolicited proposal on 7/27/23 to deliver a fire station for the City via a Public Private Partnership from Fortress Secured, LLC (Fortress). This Public Private Partnership proposal is to enter into a partnership with the City to build a turn-key Fire Station #38. Fortress proposes to “take all development, construction, and construction financing risks and will deliver to the City of Ocoee a fully functional fire station.”

PUBLIC PRIVATE PARTNERSHIPS

Florida Statutes 255.065, (P3 Law) authorizes and governs public-private partnerships (P3) and solicitations.

Public-Private Partnerships Defined:

A Public-Private Partnership (P3) is a contractual arrangement between a public agency (federal, state, or local) and a private sector entity. Through this agreement, the skills and assets of each sector (public and private) are shared in delivering a service or facility for the use of the general public. In addition to the sharing of resources, each party shares in the risks and rewards potential in the delivery of the service and/or facility. The law allows political entities to utilize P3s to develop governmental buildings, roads, and other public and social infrastructural items, including fire stations.

The Florida P3 Law provides clear steps and directives which must be followed to allow for a fair and public process of proposal evaluation and acceptance.

The process includes the following steps:

Once an unsolicited proposal is received by a municipality or Responsible Public Entity (RPE), the RPE must determine if the proposal is of interest and meets the initial benchmarks for advancement.

- Is there is a public need for or benefit derived from a project of the type that the private entity proposes as the qualifying project?
- Is the estimated cost of the qualifying project reasonable in relation to similar facilities?
- Will the private entity's plans result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, and/or operation of the qualifying project?

Once the RPE determines the submitted unsolicited offer meets the initial qualifications, the RPE is required to solicit competing proposals for a similar project.

In order to accept an unsolicited proposal, the RPE must contract with an architect or engineer to review/evaluate the proposal(s) as well as oversee the design and construction process.

A professional review and evaluation of the design and construction proposed is conducted to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards are consistent with public projects.

Before approving a comprehensive agreement, the responsible public entity must determine that the proposed project:

- Is in the public's best interest.
- Is for a facility that is owned by the responsible public entity or for a facility for which ownership will be conveyed to the responsible public entity.

- Has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of the comprehensive agreement by the responsible public entity.
- Has adequate safeguards in place to ensure that the responsible public entity or private entity has the opportunity to add capacity to the proposed project or other facilities serving similar predominantly public purposes.
- Will be owned by the responsible public entity upon completion, expiration, or termination of the comprehensive agreement and upon payment of the amounts financed.

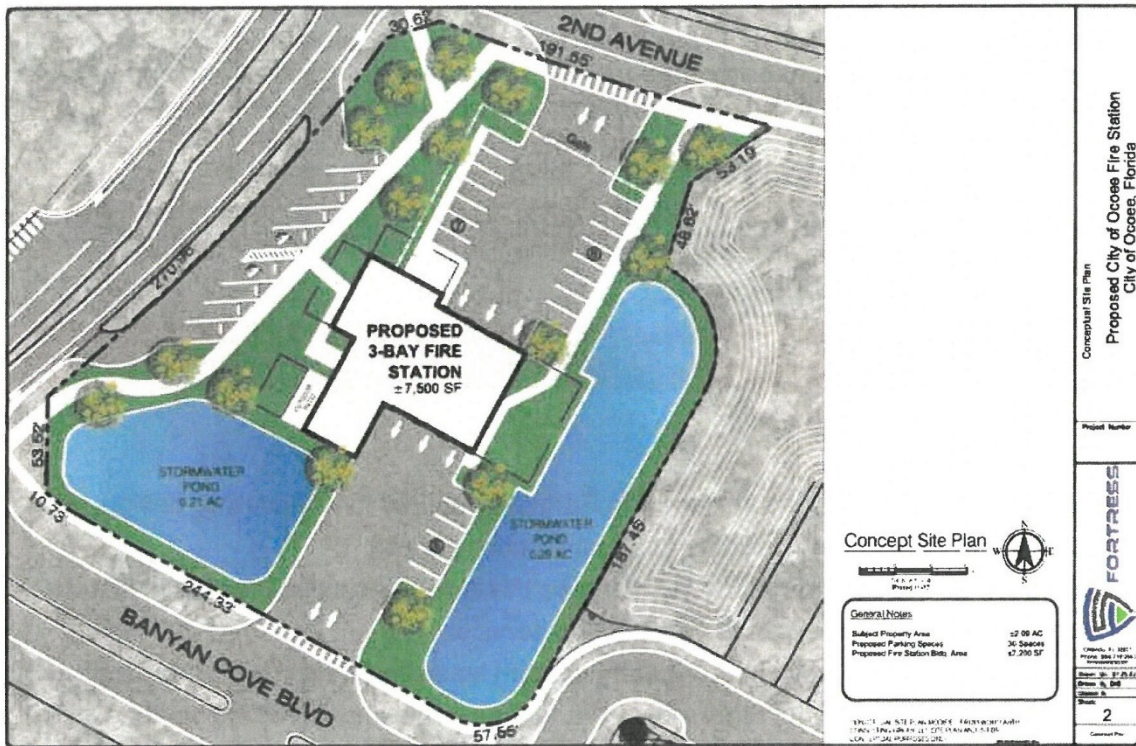
FORTRESS PROPOSAL

The Fortress proposal includes Team Qualifications, a Project Approach, a conceptual Floor Plan, Project Costs, a Project Schedule, and Financing Options. It also includes the Florida Statutes related to P3 contracting and various agreements utilized for different contracting options.

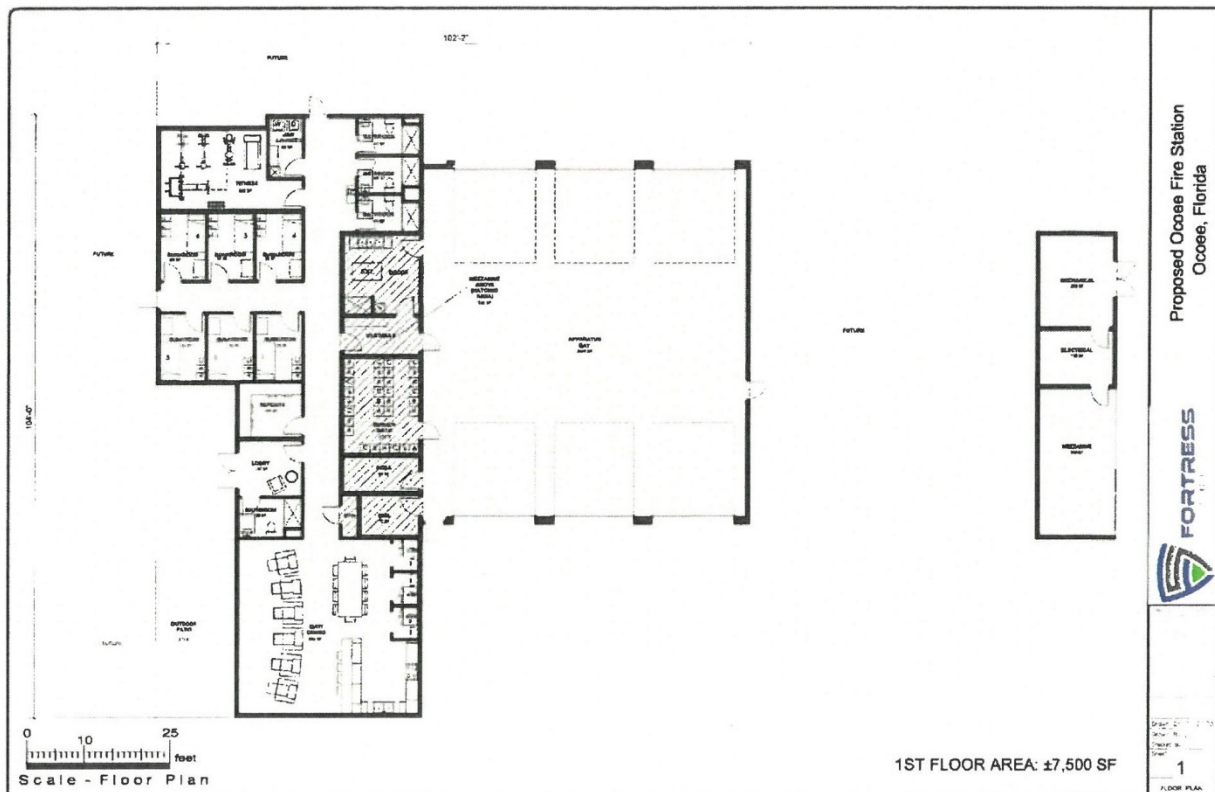
The Fortress proposal identifies the following attributes of their proposal as benefits to the City:

- Project risk is transferred to Fortress for scheduling, design, and construction (including cost overruns and construction delays).
- Cost savings realized due to the use of a prototype fire station design. Significantly reduced architectural/engineering costs if the prototype is utilized.
- Fire stations are considered specialized real estate projects. Considerable time and resources have been spent developing the fire station prototype that encompasses industry "best practices" and lessons learned that will benefit the City.
- Accelerated project delivery. The City can forego the time-consuming process of issuing two separate RFPs for design and construction services.
- Innovative, long-term custom lease financing can be provided. This financing structure is not considered statutory debt and should not impact the City's bonding capacity.
- The project will be completed in accordance with the latest edition of all applicable federal, state, and local regulatory requirements and codes.
- Initial capital costs including construction interest can be paid for by Fortress. Lease payments are deferred until the fire station is successfully delivered.
- Optional furniture and equipment packages will be offered to the City for additional value and convenience.
- Third-party project review and oversight will be provided by an architect or engineer selected by the City through a competitive RFP process.

Conceptual Site Plan



Conceptual Floor Plan



Rendering



Project Discovery: Under project discovery, the complete Fortress team including finance, design, and construction members will meet with City staff to develop a full understanding of program needs, which will help establish reasonable and achievable goals early in the development process. This will provide a collective understanding of all prototype modifications, site requirements, specialized equipment requirements, furniture fixture and equipment requirements, and special features to be included in the fire station.

Site Selection: Fortress can provide a thorough evaluation of potential sites if desired. This study would include a demographic analysis of population density/growth, accessibility, drive times related to ISO scores, construction feasibility, and cost.

3rd Party A/E Advisor: This partnership will include a third-party state-certified architect, landscape architect, or engineer to review the building plans, site plans, and construction process for adherence to construction documents.

Final Plan: At the completion of the Project Discovery and site selection stage, Fortress will develop the final site and building plan to finalize project costs; this will regularly be reviewed throughout the design process with input from City stakeholders.

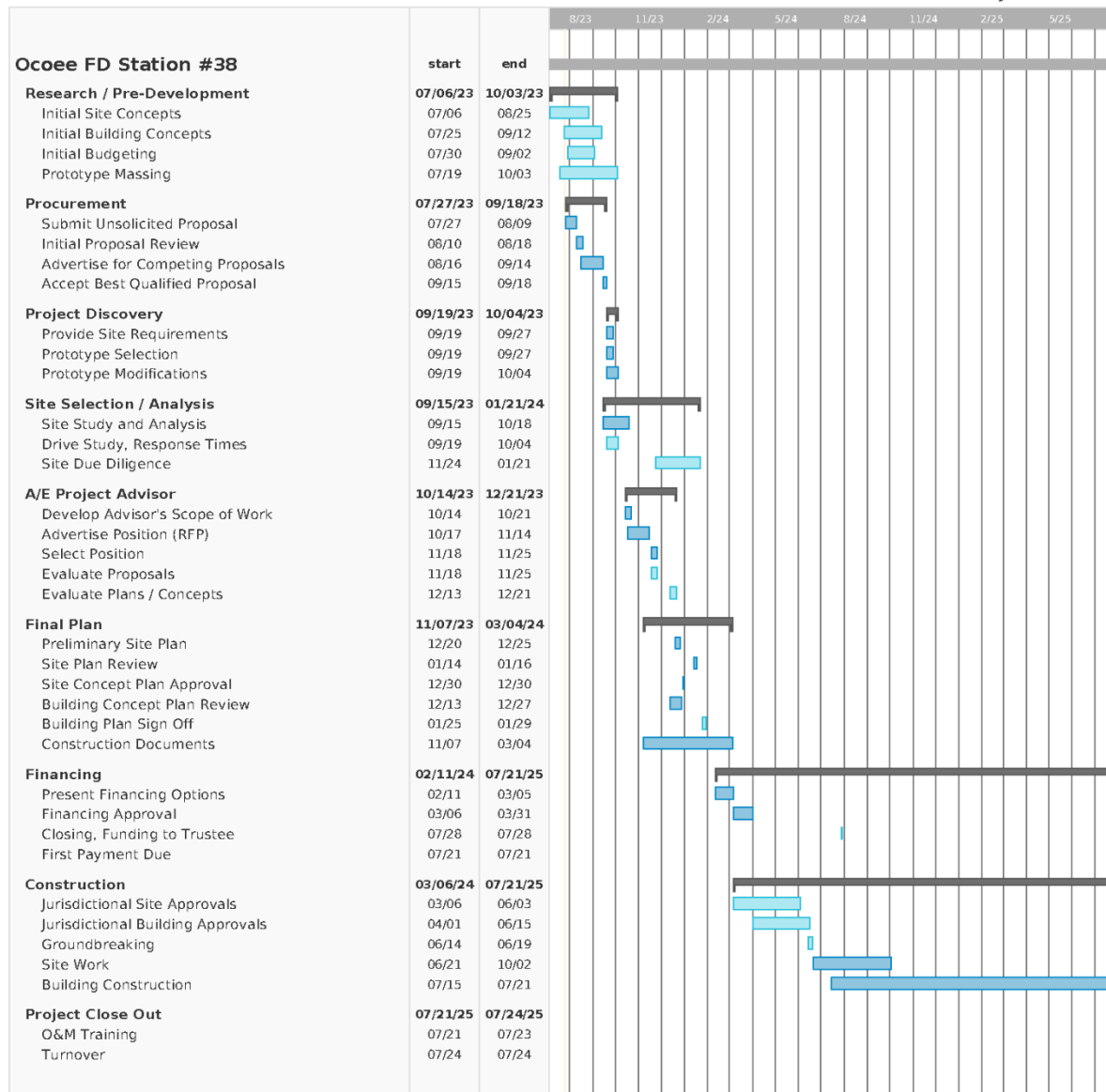
Financing: Fortress can arrange competitive financing options, which would enable the City to finance 100% of the design/construction cost, land purchase, third-party architect/engineering fees, and other costs. Details of financing options were provided in the proposal, along with a forecasted cost analysis for discussion with City stakeholders.

Construction: Once site plans, building, and financing are finalized, the construction sequence will commence. Fortress and its affiliates will perform the site improvements and construct the fire station. Fortress included a portfolio of similar, highly relevant project experience and references.

Post-Construction Follow-up and Close-out: Fortress highlighted a strong commitment to the post-construction process, which is critically important once the facility is operational. Fortress will provide extensive training and education sessions with Fire Station users and stakeholders – as well as detailed, station-specific maintenance and operational guides to provide the City with a documented close-out package on the operation and maintenance of the facility.

Proposed Timeline

Printed: Jul 25, 2023



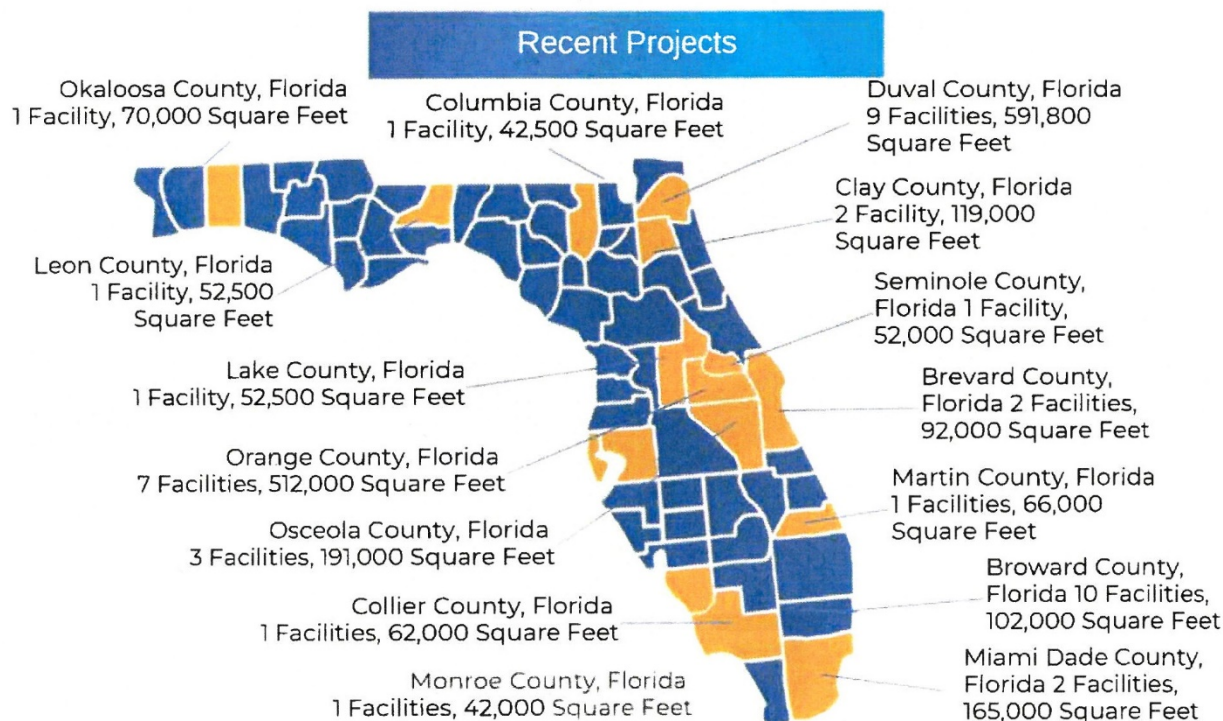
Fortress provided an aggressive project schedule that overlaps different pre-development activities to

shorten the pre-development phase to 6 months culminating with the completion of the Construction Documents. Permitting is estimated to be completed in 3 months and construction completion in 11 months, resulting in a 20-month development schedule. If the City wanted to modify one of the prototypes, we would assume an additional 1 to 1.5 months to accommodate changes.

If the City developed the fire station, we estimate it would take much longer to complete the project. Considerations include soliciting and contracting an A/E firm and a contractor. It is estimated these linear solicitations would add 5 – 6 months to the project. If the permitting and construction were the same as Fortress's proposal, the total duration would be 25 - 26 months.

FORTRESS TEAM

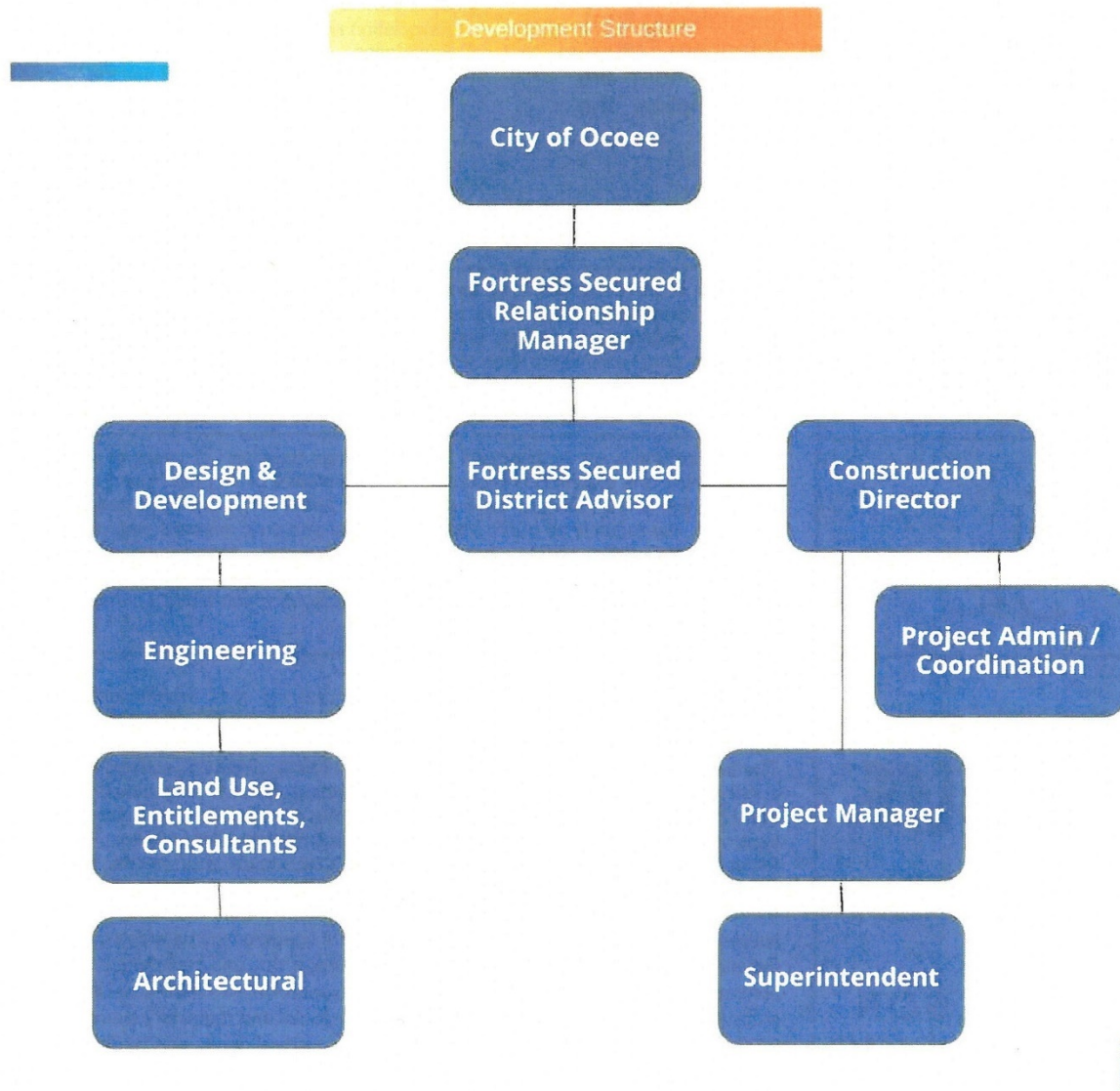
Fortress team members have extensive experience focused on public safety facilities, fire stations, fire training facilities, law enforcement facilities, campus hardening, and other relevant project types. Public Facility Development services for Fortress are handled by Fortress Group (Fortress). The Fortress and Fortress executive and project management teams have worked together on many similar projects and have strong synergies that will benefit the delivery of this project. Together they have a broad understanding of the P3 delivery model, the nuances of working with public sector clients and the importance of insurance, bonding, and financial considerations. The team has a solid financial position and can bond up to \$60M.



The team makeup includes companies that are recognized as industry leaders experienced in delivering public sector, Public Safety related P3 projects in the state of Florida. A summary description for each team member firm is included below:

	Founded in 2010 by two long-term partners in the commercial development industry, Fortress offers a full array of services including site selection, due diligence, entitlement, design, and turn-key construction. Fortress's executive team has completed more than 15 million square feet of Class A self-storage facilities, 52 charter school projects equaling 3.1 million square feet, and 29 hotels, marinas, medical offices, and retail projects.
	jl2 Architecture is an Architectural firm that brings together 22 years of strong relationships and experience throughout the entire state of Florida. Founded with strong ethics and a desire to take care of our clients with a personal dedicated approach, our focus is on public safety, municipal, and civic-oriented projects that enhance the environments of our local communities. Johnnie Lohrum Jr., President, has actively managed nearly 5 million square feet of municipal, community, and public safety projects including dozens of Fire Stations that closely mirror your project requirements.
	Halff is an employee-owned full-service engineering and architecture firm headquartered in Richardson, Texas. The firm provides services throughout the Southeast from 31 offices in Texas, Arkansas, Oklahoma, Louisiana, and Florida. The firm's staff of 1,400 includes engineers, architects, planners, scientists, and surveyors. Halff is ranked #85 in Engineering News-Record magazine's list of the top 500 design firms in the United States. Halff employees are members of a company built on integrity, technical knowledge, and commitment to client service. These factors will contribute to a successful project that meets your needs, goals, milestones, budget, and schedule.
	Nelson Mullins is comprised of experienced lawyers specializing in a wide spectrum of industries including P3s, public finance, project finance, tax, and government contracting, procurement, and construction. This experience enables the Nelson Mullins legal team to navigate the transactional, financial, and regulatory elements of P3 projects, tailor specialized solutions to fit the parties' needs, and facilitate successful project deliveries.
	Greenberg Traurig LLP assists clients interested in seeking state appropriations funding for their P3 facilities. This includes lobbying the Florida Executive and Legislative branches, and various state agencies. These services are provided to our clients with no initial fee. Fortress Secured LLC and Greenberg Traurig LLP cannot give any assurance or guarantee concerning the success or outcome of this additional service.

An organizational chart showing the team structure was included in the proposal and is shown below:



A summary of individual team member qualifications was included and is highlighted below:

Shannon Everett

President - Fortress

Before transitioning to Fortress as President, Mrs. Everett previously held an instrumental role at Fortress Construction Group as Business Development strategy and implementation director overseeing new projects from development through activation. Through this role, Mrs. Everett identified a need for a dedicated public project development firm utilizing the Florida Public Private Partnership project delivery methods combined with creative financing. She now leads Fortress with a team of public safety, development, construction, and finance professionals ensuring a cost-effective, best-practices approach with timely delivery for each project.

John O’Grady

Director of Public Projects – Fortress

Mr. O’Grady is a 33-year Public Safety Professional and started his Law Enforcement career in 1986 with the Orlando Police Department. During his 26-year run with OPD, Mr. O’Grady developed a reputation as a servant leader and professional with extensive experience in leading operations, administration, projects/programs, and staff. He was responsible for overseeing numerous public safety construction projects that included a 40,000-square-foot state-of-the-art gun range, multiple Fire Stations, and Police Evidence facilities and Sub-stations.

Mr. O’Grady moved up to the rank of Captain before retiring in 2013 and subsequently became Chief of Police for the City of Mount Dora; he later became Director of Public Safety, where he led the operation and administration of Police and Fire services. Mr. O’Grady was part of a finance team that was successful in obtaining a \$22M bond for three new fire stations. Under his leadership, the Police Department received the highest accreditation level “Excelsior” status and the Fire Department went from an ISO rating of 3 to 2. Mr. O’Grady joined the Fortress team in 2019.

Charles Cordes

President – Fortress Group

A pioneer vendor in the self-storage industry since 1989, Mr. Cordes was co-founder and vice-president of U.S. Door & Building Components ("U.S. Door") before co-founding Fortress and Fortress. While navigating U.S. Door to a leadership position within the metal building and self-storage component industry, Mr. Cordes actively developed class "A" commercial projects in Central Florida with local investors. Specializing in manufacturing processes, steel consumption, operational administration, and global sales management, Mr. Cordes is a notable figure in the global self-storage industry. He was a founding vendor member of the Florida Self Storage Association (FSSA) and served as one of its Presidents. Mr. Cordes has been a featured speaker at industry trade shows and has authored or been quoted in numerous trade publications.

Personally holding a General Contractor license in several states nationwide, Mr. Cordes maintained close supervision of projects developed in all markets throughout America, Europe, Mexico, and South America. Departing in 2009 from U.S. Door after 25 years in the manufacturing, commercial development, and self-storage industries, Mr. Cordes fixated on additional development and construction in the new emerging market of charter schools, an industry that was still very active during the downturn in the economy – and became a pioneer in the concepts of P3 delivery for public sector projects.

Heather Botha

Senior Project Manager, Fortress Group

Mrs. Botha is a licensed State of Florida Certified General Contractor and was formerly the President of a General Contracting firm specializing in mixed-use public sector projects; she has experience at all levels of project management, including due diligence, entitlement management, design, budget, schedule, and construction management.

Johnny Lohrum, Jr.

President, jl2 Architecture

Mr. Lohrum is President of jl2 Architecture and has 22 years of experience managing more than 3 million square feet of public safety projects. He has spent the last 15 years focusing on growing his experience in the public safety market and a passion for creating efficient and healthy fire stations and training centers. Mr. Lohrum is highly client-stakeholder-focused, providing attention to detail that ensures the program for the facilities is complete and meets the needs and expectations of the users.

Chuck Hiott, PE

Director of Land Development, Halff engineering/architecture

Mr. Hiott brings experience in the design and layout of municipal sites including all grading, drainage, and geometry. He also has extensive experience with project management including preliminary and final design, permitting through relevant agencies, cost management, bidding, and construction management.

Sherri French, PLA

Vice President, Deputy Practice Leader Planning and Landscape Architecture, Halff engineering/architecture

Sherri French is a 15-year industry veteran and leads resilience planning and landscape architecture for Halff in four states. She will be involved from early concepts to project completion and will work closely with City stakeholders to execute the landscape standards and plan for the project.

Drew Sanders

Environmental, Halff engineering/architecture

Drew has extensive experience with environmental permitting for public sector projects; this expertise includes project management, environmental permitting, ecological assessments, and habitat mapping of terrestrial and aquatic systems, plant and wildlife surveys, listed species surveys, and many other environmental aspects.

Mark Llewellyn, Jr., PE

Signage, Halff engineering/architecture

Mr. Llewellyn has 19 years of experience in various areas of civil engineering including site feasibility, regulatory permitting, traffic engineering and modeling, signalization design, intelligent transportation systems design, and roundabout feasibility and design. Mark is involved in the production of construction documents, coordination of work efforts, and working closely with all project stakeholders.

Suzanne Osborne, PSM

Survey Project Manager, Halff engineering/architecture

Suzanne has extensive experience in surveys including boundary, right-of-way, topographic, and sectional. She has a strong grasp of the surveying process, writing of legal documents, field data collection, layout and control, QA/QC processes, and project management.

Project Approach

Fortress has an integrated approach throughout the project lifecycle, from design through completion and post-construction closeout. Each member of the team reports to Fortress, who will report to City project leadership. Monthly progress reporting meetings will provide full transparency for the entire team to ensure all project targets are achieved in a timely manner.

Cost Control

Fortress will assume all project risk that will be captured in the contract. A final guaranteed cost will be included in the contract along with a comprehensive pro forma that describes all relevant aspects of the project. Fortress has a project management platform with industry-standard software that will provide a seamless reporting platform with full transparency and access for all project stakeholders.

Risks that will require the most attention were identified in the proposal, which will require a team effort, including the City project management team, to fully mitigate:

- Site logistics and development
- Procurement
- Scheduling

These challenges will be addressed during the preconstruction period. Fortress has all the most updated industry best practices as part of its disciplined risk management process. Fortress does implement a structured subcontractor bidding process with detailed debriefs with the trades on their bids to ensure full scopes are covered and decisions can be made based on the total value of bids, including comprehensiveness of scope interpretation, schedule, and talent provided on-site.

Safety

Fortress Safety program follows all OSHA standards and is regularly updated. There will be a formal Safety Kickoff program with the City and all project stakeholders before the site is mobilized.

Quality Assurance / Quality Control

Fortress initiates this process early in development and activates a detailed workflow for each phase from design to construction. Aspects include value management during the design process, qualifications during bidding, and contractor and EOR review of submittals during preconstruction. The process includes design reviews and page turns of the design documents with user stakeholders to confirm the completeness of the program and scope. The program is structured, detailed, and milestone-driven to ensure quality at each critical phase of the project design and construction.

Schedule Management

Fortress has all the updated industry-standard software to manage all aspects of the schedule, beginning with the Master Schedule, which will be developed with input from project stakeholders, monitored, and updated bi-monthly. Each schedule component is broken down by architect/engineer, contributor, duration, and completion date.

Team Past Performance

Fortress provided examples of 10 comparable projects. Three of the projects appear to be developed by Fortress. The other 7 projects were designed by their architect, Johnnie Lohrum with jl2 Architecture.



The Ft. Myers Shores Fire District Station 82 is a new state-of-the-art Fire Station capable of withstanding a category 5 Hurricane. Fortress Secured worked with Fire Department leadership and the community to ensure the new station facade seamlessly fits into the community landscape. The design included standing seam roof, CMU block with stucco, and distressed red brick.

The 11,812-square-foot station includes three drive-thru apparatus bays, 6 bunk rooms, Officer's bunk, office space, indoor and outdoor kitchen, day room, treatment room, fitness room, conference and training room, and the required Hot Zone area. With the 2-acre parcel, we were able to incorporate a 3-story training tower designed for rappelling and laddering, search and rescue, hose advancement, and confined space activities.

Project Stats		
Contract Value	Size	Dates of Work
\$6.1M	11,812 SQF	Sept. 2022 - Est. July 2023



Fire Station 81 is located in the middle of the City's historic downtown adjacent to both the City Hall and Police Station. The new 22,000-square-foot, \$6.1 million, 2-story fire station is one of the busiest fire stations in all of Volusia County and will also provide Emergency Medical Services. Tilt wall construction with brick in-lays, appropriate proportions, arches and large 4-fold bay doors were a few of the design aesthetics utilized to establish an "old school" Chicago fire station look. Training is incredibly important for today's modern firefighter. Several built-in training elements were included within the design to provide the City with cost-effective ways of naturally introducing training using the building itself such as: 3-story training tower with functional fire risers, locations for training on the roof, repelling, fire pole, mezzanine, ladder training, confined space training within the structure, and a second floor man hole for tri-pod/repelling. The facility contains health & safety features such as pressurized air locks, concrete floors, decontamination rooms, chemical storage, visible fitness & control rooms, exhaust capture/filtration in apparatus bays, zoned lighting & alerting and other measures for controlling carcinogens.

-*Project Architect, Johnnie Lohrum Jr., performed this work with a previous firm.

Project Stats		
Contract Value	Size	Dates of Work
\$6.1M	22,000 SQF	2019-2021



The 19,200-square-foot, \$6.5 million fire complex is located within a growing community of Estero located on Corkscrew Road. The project is also surrounded by a protected nature preserve which was utilized as inspiration for the interior and exterior design aesthetics. A wrap-around porch, standing seam metal roof and exposed timber beams help to ground the new complex within the surrounding community. Also, located on the five-acre site is a training complex comprised of training scenarios that mimic the real-world conditions fire fighters will come across in the Estero community. Training scenarios for trailers, single-story homes, multi-story homes and multi-family homes were designed. 96 shipping containers were stacked and utilized to create the multi-story training scenarios.

The facility also contains health & safety features such as pressurized airlocks, concrete floors, decontamination rooms, visible fitness & control rooms, exhaust capture/filtration in apparatus bays, zoned lighting & alerting and other measures for controlling carcinogens. Every occupied space utilizes large windows providing natural daylight and views of the preserve, which assists with the mental health of the building users. Other features provided for the complex include a running/walking trail for training, a 7,000-square-foot fleet maintenance facility and helicopter landing pad.

-*Project Architect, Johnnie Lohrum Jr., performed this work with a previous firm.

Project Stats		
Contract Value	Size	Dates of Work
\$6.5M	19,200 SQF	2020-2022



The 11,200-square-foot, \$6.7 million hardened essential fire station was developed as a prototype for the Parrish Fire District to re-use in other upcoming locations. The 7-acre site was donated by a local developer and the Fire District in turn will provide emergency services to the new surrounding community. Elements such as wood, standing seam metal roofs, clerestories and front porch were utilized to ensure the design aesthetic fits well with-in the community. The facility contains health & safety features such as pressurized air locks, concrete floors, decontamination rooms, chemical storage, visible fitness & control rooms, exhaust capture/filtration in apparatus bays, zoned lighting & alerting and other measures for controlling carcinogens.

A large training/classroom/community room sits adjacent to the public entry and also serves as an emergency operations center during activations. The center spine of the station is washed with natural light from the clerestory above, illuminating a series of images & graphics (history wall) educating viewers on the history of the area. A 4-story separate training tower was designed and constructed on the same site. The tower includes, HVAC props, sloped roof props, training rooms, storage, sprinkler training, Denver drill training, evolutions training and open balcony rails for repelling.

-*Project Architect, Johnnie Lohrum Jr., performed this work with a previous firm.

Project Stats		
Contract Value	Size	Dates of Work
\$6.7M	11,200 SQF	2021-2023



The 23,000-square-foot, \$12 million, two-story hardened essential facility will serve as the administration headquarters for Sarasota County's Fire, EMS, Inspections and Fire Marshall. The county's existing Emergency Operations Center has an adjacent site previously set aside for this new essential fire services facility.

The new fire administration facility will operate as a mini-EOC allowing for seamless and separate operations by both County organizations. The facility is fully survivable and self-sustaining utilizing fully redundant systems and utilities for 7 days. Parking for public day-to-day operations as well as parking for crew, families and upper management is provided behind a secured perimeter fence. The building's front door is highlighted with a two-story lobby space and lots of glass bringing natural lighting deep into the back of the building while also displaying a 1940's Mack fire truck. This truck is steeped in County history and will be parked within the museum adjacent to the history wall displaying the department's growth over the past 40 years.

Several building options were developed in collaboration with the County ultimately landing on an L-shape facility that wraps around 3,200 plus year old historic oak trees which will provide shade for a newly design courtyard. The shared break room is located within the center of the building and has roll-up doors helping to bring this outdoor courtyard space into the facility providing needed decompression space. This courtyard space along with several other sustainable strategies were utilized in support of the LEED Silver design requirements.

-*Project Architect, Johnnie Lohrum Jr., performed this work with a previous firm.

Project Stats		
Contract Value	Size	Dates of Work
\$12M	23,000 SQF	2022-2023
		Comp Est. 2024



The 13,356-square-foot, \$8 million hardened essential is a new fire station needed to help improve the Fire District's response times in the growing Sanford community. Seminole County has utilized the same prototype fire station design for multiple facilities over the past several years, but wanted it updated to meet the most current standards for a modern state-of-the-art, healthy fire station. Some modifications were the addition of a fourth apparatus bay, additional bunk space for crew, additional day spaces, a more efficient HVAC system, 4-fold efficient bay doors, decontamination spaces, better alerting systems, exhaust control in the apparatus bays and other carcinogen control strategies.

The design aesthetic utilizes a new civic front door, standing seam roofs, metal panels, wood look metal siding and properly proportioned windows to integrate the new building into an existing residential community. The station is also situated adjacent to the Wekiva community trail allowing ATV emergency services vehicles to provide emergency protection to additional parts of the community. This prototype station is currently being re-used (with different exterior designs) for fire station 25 and other facilities.

-*Project Architect, Johnnie Lohrum Jr., performed this work with a previous firm.

Project Stats		
Contract Value	Size	Dates of Work
\$8M	13,356 SQF	2021-2022
		Comp Est 2023



The new 14,440-square-foot, \$6.1 million, hardened essential facility functions as a fire station for the County of Volusia and a full Aircraft Rescue and Fire Fighting Facility (ARFF) for the Daytona Beach International Airport. The two entities share responsibilities to better serve the Daytona Beach Community. An initial building assessment was performed on the 30-year-old ARFF facility to determine functionality of the existing building and its systems. Several months were spent master planning and studying the existing airfield to determine the appropriate location for the new station. Several design studies and collaborative meetings were held with the County, Airport staff, FAA, and other county representatives. Ultimately, it was determined that the most appropriate location was the current site. A temporary station was designed and utilized by the fire crew while the old station was demolished and the new facility was constructed. The facility contains health & safety features such as pressurized airlocks, concrete floors, decontamination rooms, chemical storage, and other measures for controlling carcinogens. The project contains a large training/classroom outfitted with state-of-the-art technology & A/V and flexible furniture allowing it to be converted into an emergency operations center during an activation event. In 2019, the project was awarded the 2019 Commercial Service Airport "Project of the Year".

-*Project Architect, Johnnie Lohrum Jr., performed this work with a previous firm.

Project Stats		
Contract Value	Size	Dates of Work
\$6.1M	14,440 SQF	2015-2016



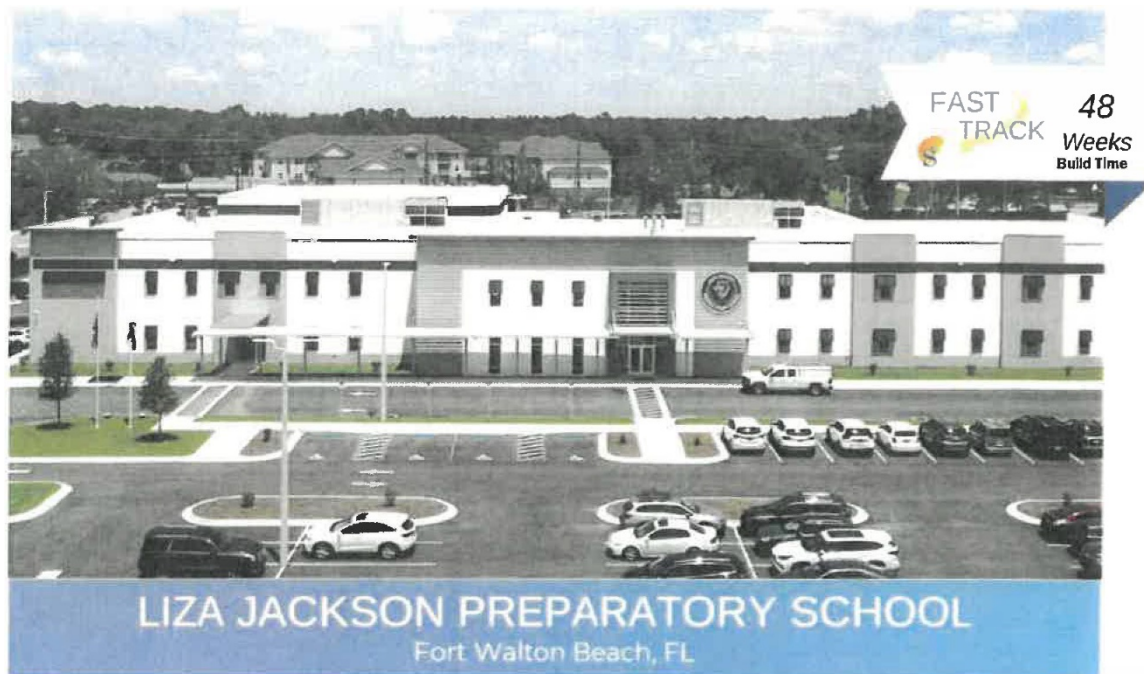
Fortress has completed the newest CubeSmart facility in St. Petersburg, FL. This state-of-the-art four-story facility features indoor drive-through access for guests to load and unload out of the weather, upgraded security amenities, and over 82,000 square feet of rentable space. The facility utilizes an insulated metal panel facade for increased energy efficiency, low maintenance, and prolonged life cycle. Fortress worked with local community leaders to redevelop a blighted motel site and bring much needed modern retail and storage asset to local residents. This new storage center has been well received in the community, with excellent performance achieving over 14 % occupancy shortly after opening. Fortress functions as an off-balance sheet facility developer for many of the premier storage brands across Florida.

Project Stats		
Contract Value	Size	Dates of Work
\$10M	82,020 SQF	July 2017 - June 2018



Fortress worked with the City of Jacksonville and Jacksonville Classical Academy to place this campus on an unused 10-acre city-owned parcel near downtown. The school was positioned to provide public access to the nearby creek while providing secured access to the campus. The school consists of tilt-wall construction, an open cafeteria with second floor mezzanine observation area, walk-out garden kindergarten classrooms, and full science and art specialty rooms. Jacksonville Classical Academy was built for the Vestcor Family Foundation for Ambassador John D. Rood (Ret.).

Project Stats		
Contract Value	Size	Dates of Work
\$15.1M	85,139 SQF	Nov. 2019 - July 2020



A large training/classroom/community room sits adjacent to the public entry and also serves as an emergency operations center during activations. The center spine of the station is washed with natural light from the clerestory above, illuminating a series of images & graphics (history wall) educating viewers on the history of the area. A 4-story separate training tower was designed and constructed on the same site. The tower includes HVAC props, sloped roof props, training rooms, storage, sprinkler training, Denver drill training, evolutions training, and open balcony rails for repelling.

-*Project Architect, Johnnie Lohrum Jr., performed this work with a previous firm.

Project Stats		
Contract Value	Size	Dates of Work
\$16.2M	76,020 SQF	Sept. 2020 - July 2021

FINANCING

Fortress has an in-house municipal lease financing group that will assist in organizing favorable financing structures for the City.

Fortress provided three financing options:

Option 1 – Tax-exempt District (City) Lease Purchase Agreement

Option 2 – Bank Bond Loan with Non-Ad Valorem Revenue Pledge

Option 3 – Bonds Issued on the Open Market with Non-Ad Valorem Revenue Pledge

The basic principles and differences of these options are summarized below from an excerpt of the Fortress proposal.

Financing Approach

While general obligation debt structures and revenue bonds are the most common form of financing infrastructure projects, alternative lease financing structures are becoming increasingly utilized to finance real property over long periods. The Fortress team includes a municipal lease finance expert who is dedicated to providing the City with the most appropriate and competitive financing option for Fire Station #38. Fortress has a strong network of relationships with financing institutions both on a regional and national level – and has secured over \$400M in development financing. Fortress will work closely with the City and bond counsel to review financing options and facilitate a single-investor financing structure that will bring the most benefit to the City. Fortress can also solicit financing proposals on the City's behalf through a formal RFP process. Fortress does not separately profit from any of the financing scenarios. A forecasted cost overview was provided for full review by City stakeholders.

Financing Structure

Option 1: Tax-exempt District (City) Lease Purchase Agreement

Tax-exempt leases are structured as a series of one-year renewable obligations that are subject to the municipal entity's ability to appropriate funds for the continuation of lease payments. Payments constitute a current expense of the City and, if sufficient funds are not available for payment, the agreement is terminated. In a City lease involving equipment, the City is required to return the equipment in the event of the lease being terminated. However, in real property financing returning a building is not an option. Therefore, as additional investor security, in a real property lease financing an additional ground lease is entered into between the City and the lender for a term greater than the municipal lease term. In the event of non-appropriation, the lender has the right to re-lease the property to recover its investment. At the end of the ground lease term, the building is turned over to the municipality free and clear.

Some advantages to using a tax-exempt lease to finance your fire station:

- Avoids constitutional or statutory limitations on issuing public debt.
- Voter approval is not necessary
- Low, fixed tax-exempt rate for the life of the financing
- Flexible payment structures and terms (annual, semi-annual, quarterly, or monthly payments are available)
- Up to 20-year financing available

- Lease may be prepaid
- Low issuance costs; no ongoing disclosure requirements
- Payments can be delayed until project construction is complete
- Through a Master Lease structure, the City has the option to finance the fire station as well as necessary equipment including a new fire truck
- Spreads out the cost of an asset over the useful life of that asset or project
- Faster and more efficient financing than bond or other public debt issues

A tax-exempt City Lease Purchase Agreement with a Covenant to Budget and Appropriate (CBA) may be considered more secure by investors than a standard lease and is the most common form of bank financing for equipment purchases with Florida cities. Florida is unique in that it does not allow investors to take a security interest or title in equipment or real property when providing financing to cities, counties, or districts. A long-term unsecured financing that is subject to annual appropriation of funds creates increased investor risk. In a CBA structure, the City provides an affirmative covenant that it will budget and appropriate funds for the lease payments. If funds are not appropriated for lease payments in a given year, the lease is not terminated. It continues in place and the process of budgeting and appropriating payments continues the next year and after until the lease is paid in full. Because investors consider this structure less risky than a traditional lease, a lower interest rate may be obtained.

Option 2: Bank Bond Loan with Non-Ad Valorem Revenue Pledge

This structure is a tax-exempt loan directly between the city entity and the lending institution. It involves a pledge of available non-ad valorem revenues such as sales tax, franchise fees, special fire assessment revenue, etc. as security for financing. This structure is common for special fire districts or could be attractive for a city that has instituted a special fire assessment fee for services. Depending on the type/history of the revenues pledged, lenders would typically consider this structure the safest, most secure non-ad valorem financing and provide a competitive interest rate.

Advantages of this structure:

- Interest rates may be lower than taxable loans with otherwise similar terms and since the underwriting and compliance terms are established directly with the lending institution, the initial costs and the ongoing compliance costs are much less than bonds issued on the open market.

Option 3: Bonds issued on the Open Market with Non-Ad Valorem Revenue Pledge

This structure is the issuance of bonds for purchase by institutional and other investors and involves significant underwriting fees and ongoing compliance costs. It involves a pledge of available non-ad valorem revenues such as sales tax, franchise fees, special fire assessment revenue, etc. as security for financing. The interest rate and terms are dependent on the credit rating of the borrowing City entity.

The initial issuance costs and ongoing compliance costs typically make this structure cost-prohibitive for smaller loans.

Financing Terms:

- 20-year financing: 4.75%* for city Lease or Tax Exempt Bond Loan from Bank; 6% for AA-rated district Bond issued to the open market. (As of February, 2024)
- Option 1 assumes a standard city lease structure with annual lease payments in arrears, due 12 months from the funding date. Option 2 assumes a Bank Bond Loan with interest capitalized during the construction period. Option 3 assumes no deferral of payment during the construction period and the repayment period begins immediately.
- Longer-term interest rate locks are available between 60-120 days before financial closing (dependent on the selected investor).
- Lower rates may be available under lease with CBA language or revenue pledge (Option 1).

*Interest Rate – Estimated

Term:

Up to 20-year maximum financing is available, shorter terms available.

Payment Structure:

A variety of payment structures are available including monthly, quarterly, semi-annual, and annual payments, skipped payments, and escalating payments.

Finance Fees:

There is no obligation, legal, or other fees of any kind charged by the bank or Fortress with option 1 above. Option 2 will involve some fees and Option 3 will include substantial fees.

Lease Payment Estimation:

Annual lease payment could start as low as \$446,630 assuming the following: (see forecast)

- Interest rate of 4.75% for lease.
- 20-year lease term; annual payments in arrears.
- Building base cost including architectural and engineering: \$5,883,062
- Site improvements, including demolition (estimate, due diligence to determine final costs): \$750,000
- Specialized equipment and off-site improvements are reflected as an allowance and NOT included in the estimate.

Forecasted Cost Overview – Station #38

The forecasted cost overview below details estimated costs should the City choose to proceed with the estimated 7,500-square-foot Fire Station. The bottom of the table shows allowances that may be included and financed as part of the project if the City chooses to proceed. Square footage may be adjusted based on any changes desired by the City.

	Ocoee Station #38		
	Option 1	Option 2	Option 3
	Municipal lease	Tax Exempt Bond - Bank	Tax Exempt Bond - Open Market
Building Square Feet - total	7,500	7,500	7,500
Land Cost	\$ -	\$ -	\$ -
Site Improvements - Allowance	\$ 750,000	\$ 750,000	\$ 750,000
Development Fee - None	\$ -	\$ -	\$ -
New Building, including soft costs - Arch, Eng	\$ 3,885,000	\$ 3,885,000	\$ 3,885,000
3rd party review fee (architect or engineer)	\$ 60,000	\$ 60,000	\$ 60,000
Issuance Costs	\$ 10,000	\$ 10,000	\$ 300,000 *
Capitalized Interest / payment reserve	\$ 114,684	\$ 114,684	\$ 189,605
Total	\$ 4,819,684	\$ 4,819,684	\$ 5,184,605
Term (Years)	20	20	20 **
Tax Exempt Rate - Estimated	4.50%	4.50%	4.50% ***
Annual Lease / P&I Cost	\$ 365,900	\$ 365,900	\$ 393,604 ****
Construction Cost / Sq foot Building	\$ 518	\$ 518	\$ 518
Total Cost / Sq foot including Site, Finance and Issuance Costs	\$ 643	\$ 643	\$ 691
With Optional Allowances			
FFE Allowance	\$ 400,000	\$ 400,000	\$ 400,000
Specialized Equipment Allowance (Generator, SCBA, Etc)	\$ 400,000	\$ 400,000	\$ 400,000
Off Site Improvements Allowance (Emergency Signal, Median)	\$ 220,000	\$ 220,000	\$ 220,000
Payment & Performance Bond (P&P)	\$ 43,377	\$ 43,377	\$ 43,377
Total with Optional Allowances	\$ 5,883,062	\$ 5,883,062	\$ 6,247,982
Annual Lease / P&I Cost with Optional Allowances	\$ 446,630	\$ 446,630	\$ 474,334
Total Cost / Sq foot with Allowances, FF&E and Issuance Fees	\$ 784	\$ 784	\$ 833

The above examples are for illustrative purposes only and are not an offer to provide financing. Actual financing options will depend on credit worthiness and market conditions at the time financing is secured.

* Issuance Costs are typically included in the total amount financed

** 20 year term on Municipal lease or Bank issued bond will likely require an interest rate reset after 10 or 15 years.

*** Rates will be dependent upon credit history and market conditions at time of closing, and the lowest rates may require penalties in certain situations if paid off early

**** Payments begin before construction is completed with Open Market Bond issuance

PROPOSAL EVALUATION

When the City received the unsolicited proposal from Fortress for the development of Fire Station #38, they engaged ZHA to assist with complying with Florida's P3 statutes. Accordingly, ZHA reviewed the proposal to determine if it met the baseline requirements for further evaluation. A Notice of Bid/Request for Proposals was issued on August 13, 2023. As of the published proposal due date of September 27, 2023, no competing proposals were received.

Subsequently, ZHA requested additional clarification information from Fortress to more fully understand the proposal to allow for a thorough evaluation as required by Florida Statutes. The evaluation included review and evaluation of the design and construction proposed to ensure the material quality and standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards were consistent with public projects. Additionally, a financial analysis of the financing and ongoing lease obligations was performed to determine if the proposal was fair, reasonable, and cost-feasible.

Design & Materials

Fortress proposed a 7,500-square-foot, 3-bay design configuration designed by their architect (JL2 Architecture) as a prototype fire station for municipal use. The design floor plan demonstrates appropriate knowledge of the spaces and adjacency requirements included in fire stations. Additionally, the proposed materials, while not specified in extensive detail, were described as materials and systems appropriate for this type of facility.

ZHA consulted with the City regarding the adequacy of the prototype floor plan for their use. Through discussions with fire department leadership, it was determined that the Prototype generally meets the City's requirements and needs, but some modifications will be needed to accommodate their projected staffing and equipment requirements. Utilizing the proposed prototype design as the baseline, there appear to be opportunities to modify the plan without wholesale changes, therefore providing the quickest schedule to complete the design and construction process. Fortress can accommodate modifications to the prototype, but the extent of any modifications would affect the cost and schedule. It is assumed the modifications would have proportional impacts on the project costs. This is discussed further in the schedule and cost evaluations.

Project Schedule

Fortress prepared a development schedule from the initial P3 submission to the completion of the building construction totaling 24 months. Based on where the City is in the process, if Fortress was approved, it would be 17 months to completion of the construction. If the City were to develop the project, it would take an additional 4 to 6 months to complete construction. This additional time would come from the solicitation for an architect and bidding on the construction contract.

Project Development Costs

Fortress provided a project cost estimate for the Prototype for Fire Station #38. The project cost is estimated at \$4,819,684 which includes: building construction costs and soft costs of third-party review fees, issuance costs, capitalized interest, and payment reserve fund. The project cost also includes a site development allowance but no offsite improvements (such as signalization if required).

Optional Allowances are identified for:

Fixtures, Furnishing or Equipment:	\$ 400,000
Specialized equipment:	\$ 400,000
Offsite Improvements:	\$ 220,000
Performance & Payment Bond:	\$ 43,377

ZHA reviewed the building construction costs of 26 fire station projects completed between 2008 and 2024 and adjusted the construction costs to 2024 dollars. ZHA's experience with fire stations is that they can be incredibly lean or very expensive. This disparity becomes evident when the building construction square foot costs range (in 2024 dollars) from a low of \$150.37/SF to a high of \$900/SF. The average cost of the aggregate 26 fire stations is \$405/sf. The average of the 15 fire stations built since 2010 is \$453/SF.

The Fortress proposal appears to be a good building grade that will hold up to its intended use. It doesn't include excesses in space or materials.

Following is a comparison of the estimated total project cost if developed by the City versus the Fortress

Ocoee P3 FS 38 Evaluation									
Project Development Costs									
5-Mar-24									
				Fortress Developed			Ocoee Developed		
Project Costs									
<i>Building Costs</i>									
Building Costs & Soft Costs (AE,soils testing, survey, conting.)				\$ 3,885,000	\$ 518.00 /SF		\$ 3,187,500	\$ 425.00 /SF	
Soft Costs				\$ -	In Building Costs		\$ 318,750	10.0%	
Specialized Equipmt. (Generator/SCBA/etc.)	Allowance			\$ 400,000	LS		\$ 400,000	LS	
Site Development	2.09 ac.			\$ 750,000	Allowance		\$ 750,000	Allowance	
Contingency				\$ -	In Building Costs		\$ 318,750	10% % Contingency	
Site Acquisition Costs				\$ -			\$ -		
Off-site Improvements	Allowance			\$ 220,000	Allowance		\$ 220,000	Allowance	
3rd Party Oversight*				\$ 60,000	Est.		\$ 160,000	Est.	
P&P Bond				\$ 43,377	LS		\$ 48,763	1%	
Square Feet	7,500			\$ 714.45	\$/SF		720.50	\$/SF	
Total Project Costs				\$ 5,358,377			\$ 5,403,763		

For this evaluation, we assumed a mid-range cost of \$425/SF for the building construction. ZHA estimated costs the soft costs and compared them to Fortress' soft costs.

Site development cost is assumed to be a pass-thru cost of \$750,000 in both cases.

Third-party oversight is required by the P3 legislation and is estimated at \$60,000 in the Fortress proposal.

The extent of the oversight third-party for the project development is assumed higher than Fortress' estimate due to staffing limitations in assisting with the oversight of the design and construction. The estimated oversight cost is assumed to be \$160,000.

The total costs of the Fortress proposal and the estimated cost for the City to develop the project are comparable. The City's total development cost is slightly higher than Fortress' cost. However, Fortress' third-party oversight costs will likely be higher than estimated, presumably equalizing the two estimates. Based on our cost evaluation, the Fortress proposed development cost is a reasonable market cost.

Project Financing and Operating Costs

Fortress identified three primary financing options, which were summarized in the Proposal section:

Option 1 – Tax-exempt District (City) Lease Purchase Agreement

Option 2 – Bank Bond Loan with Non-Ad Valorem Revenue Pledge

Option 3 – Bonds Issued on the Open Market with Non-Ad Valorem Revenue Pledge

Financing terms for fixed Tax-exempt interest rate for a 20-year term would be 5% or less. Debt would be fully funded at closing, and the unused proceeds would be held in an interest-bearing escrow account (around 2.0 / 2.5% or so). The interest would be charged on the full debt from the date of funding, with a partial offset from the escrow account interest on the unused funds). Legal fees for lease and debt would be approximately \$15,000.

The Fortress proposal did not make a specific financing recommendation.

The city Finance director identified the City's bond rate for a 20-year, \$5,000,000 bond to be 4.4% with \$55,000 in financing costs.

ZHA prepared the Project Financing Costs comparison of the Fortress proposal versus the City developing a fire station conventionally.

Total Project Costs				\$ 5,358,377		\$ 5,403,763	
Financing							
Closing Costs - Issuance & Capitalized Interest/Reserve				\$ 124,684	add to Total Project Costs	\$ 55,000	add to Total Project Costs
Interest Rate					5.00%		4.40%
Term					20 yrs.	yrs.	20 yrs.
Annual Payment				\$ 434,229		\$ 410,890	
Building Cost/SF				7,500 SF	\$ 57.90 /SF	\$ 54.79 /SF	
FFE Costs							
FFE Costs				\$ 400,000		\$ 400,000	
Annual Payment				\$ 31,678		\$ 30,109	
FFE Cost/SF				\$ 4.22 /SF		\$ 4.01 /SF	
TOTAL PROJECT COSTS							
Total Building & FFE				\$ 5,883,061		\$ 5,803,763	
Total Annual Payment				\$ 465,907		\$ 440,999	
Total Cost/SF				\$ 62.12 /SF		\$ 58.80 /SF	
Additional Project Cost						\$ (79,299)	
Additional Annual Lease Cost						\$ (24,908) /yr.	

An FFE package of \$400,000 was included in all scenarios to identify a total project cost and annual cost.

The City is currently able to get better financing terms. With all the costs above considered, the development cost is \$79,299 less with City financing and the annual cost of the debt service is \$24,908 lower using City financing. The annual cost does not include operating costs such as utilities, insurance, maintenance, etc. The lease samples provided by Fortress passed through all costs of operating the building including major capital repairs during the term of the 20-year lease.

Financing and Agreements

Fortress provided three financing options as well as several sample leases and agreements. Each financing option requires differing commitments from the City. The financing illustrated has the least amount of commitment from the City in terms of the obligation of future lease payments. Numerous legal considerations need to be discussed with the City's legal counsel to finalize a recommendation regarding which option to pursue if the City wants to move forward with this proposal.

CONCLUSION & NEXT STEPS

Based on the evaluation of the proposed design, materials costs, schedule, and financing options, the proposal represents a reasonable option for developing a new fire station. The project development costs are in line with what the City could develop the project for. The financing cost through Fortress' options is currently higher than City financing. Fortress can deliver the project 4 to 6 months sooner than the City.

If it is decided to move forward with the Fortress proposal, the next steps are to:

- Meet with Fortress to evaluate financing options.
- Meet with City legal counsel to discuss legal considerations of the financing structures.
- Determine what, if any changes need to be made to the building floor plan.

STAFF REPORT

Meeting Date: April 2, 2024
Item #: 8

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Robert Frank

Subject: Approval to Piggyback Omnia's Contract for the Vandergrift Central Park Playground Project. (Parks and Recreation Director Johnson)

Background Summary:

As part of Capital Improvements for Vandergrift Central Park, the Parks and Recreation Department has budgeted \$100,000.00 in Fiscal Year 23/24 for a playground. Staff is requesting approval to waive the bid process and piggyback off the Omnia Contract #2017001135 expiring 6/30/24, Lead Agency City of Charlotte, NC, for installation of a playground by Kompan, Inc. for these services.

Kompan has submitted a proposal to supply and install the playground equipment in accordance to the plans, with unit pricing in the amount of \$99,868.10, based upon the aforementioned contract.

Issue:

Should the Honorable Mayor and Commissioners approve to piggyback off the Omnia Contract #2017001135, and award the supplying and installation of the playground to Kompan, in the amount of \$99,868.10.

Recommendations:

Staff recommends the Honorable Mayor and Commission award Kompan, Inc, piggybacking off the Omnia Contract #2017001135, the supplying and installation of the Vandergrift Central Park Playground, in the amount of \$99,868.10. Staff also recommends that the City Manager be authorized to approve change orders to this contract, up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

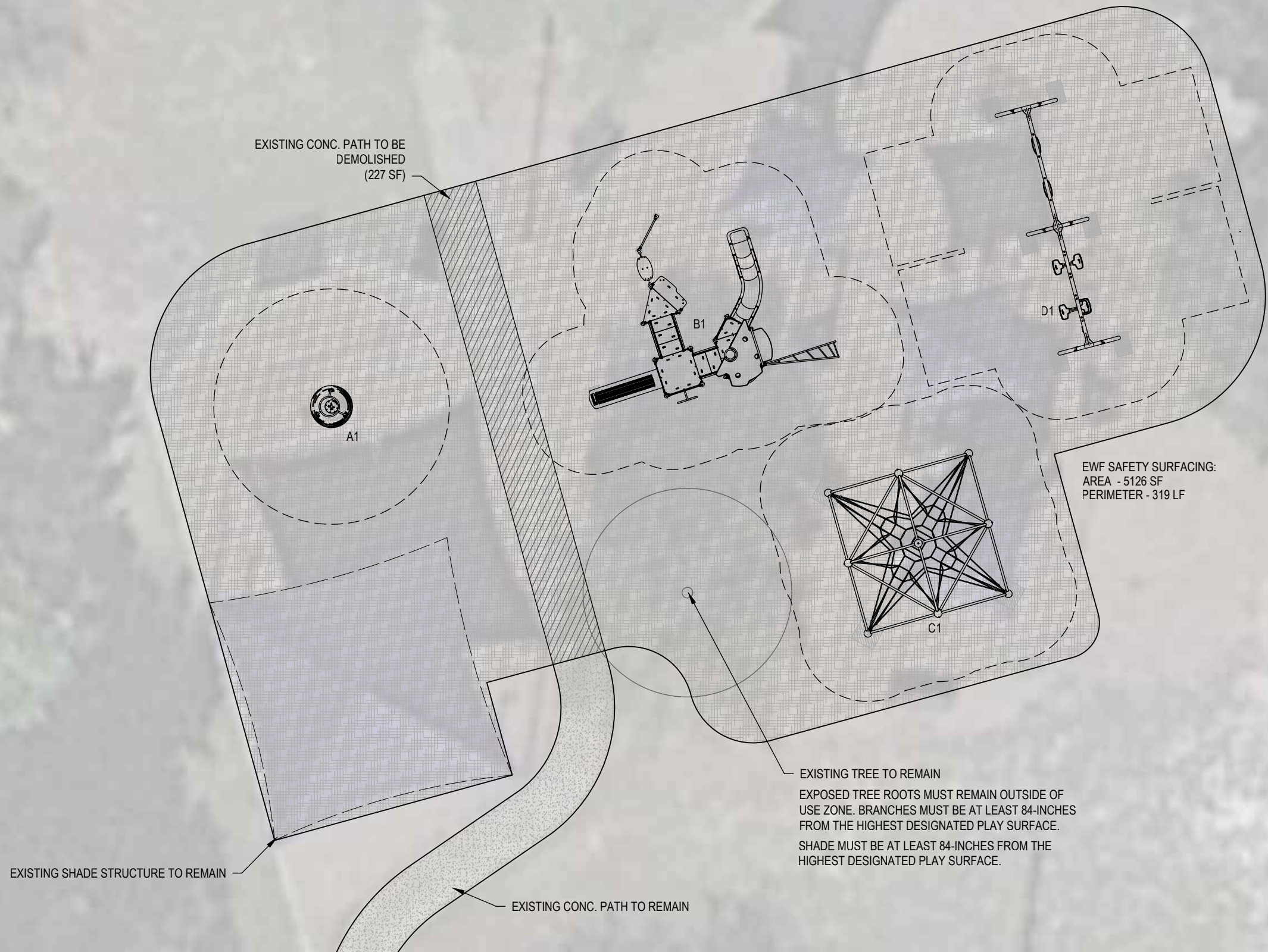
Attachments:

1. Vandergrift Central Park Playground Site Plan
2. Kompan Sales Proposal Quote #SP133523
3. Kompan Inc. Cooperative Contract _ Contract Documentation
4. Kompan Inc. Cooperative Contract _ Pricing and Shipping
5. OMNIA Contract #2017001135 Amendment #11

Financial Impacts:

The Playground Funds are appropriated in the Parks and Recreation Capital Budget FY 23/24, account number 317-572-10-6302. (Job #P000414) in the amount of \$100,000.

Type of Item: Consent



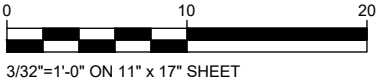
ADA ACCESSIBLE PATH TO SITE IS REQUIRED, PER 2010 ADA STANDARDS (SECTION 206)

QUALIFYING ADA RAMP FOR ACCESSIBLE PATH TRANSITION INTO PLAY AREAS WITH ACCESSIBLE LOOSE FILL SURFACING IS REQUIRED. MAINTENANCE OF SURFACING IS THE RESPONSIBILITY OF THE SITE OWNER/OPERATOR.

#	Product Number	Product Name	M.F.H.	Count
A	ELE400065-xx17BL	Tipi Carousel w/ Top Brace	3'3"	1
B	PCE211132-xx01	Yellowstone with Roof	7'3"	1
C	COR473301-CUSTOM_20269847	Custom Corocord Dragite	7'7"	1
D	KSW924-CUSTOM_2027224	Custom Swing - 2 Basic Seats, 2 You&Me Seats	7'11"	1

Ocoee Central Park Playground

560 Flewelling Ave, Ocoee
Ocoee, FL
Site Plan



3/32"=1'-0" ON 11" x 17" SHEET



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2024 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788



SALES REPRESENTATIVE			SHEET	
AudBus			K1.0	
REVIEW BY	DRAWN BY	DATE	REVISION NOTES	
DESIGN	RyaChe	02/28/2024		
REV. NO.	REV. BY	REV. DATE	-	

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

Sales Proposal

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Quote No. SP133523-1
Customer No. 790009
Document Date 02/29/2024
Expiration Date 04/29/2024

Sales Representative Audra Bussey
Email AudBus@Kompan.com
Phone No. 407-443-1752 / 800-426-9788
Sales Support Denise Forbes
Email psc@Kompan.com

Project Name US302696 Central Park Ocoee

No.	Description	Qty Unit	Unit Price	Net Price
ELE400065-3717BL	Tipi Carousel w/ Top Brace - Dark Blue In-ground 90cm	1 Pieces	5,568.00	5,568.00
				
COR473301-CUSTOM	Corocord Dragite 20269847	1 Pieces	20,736.00	20,736.00
				
PCE211132-0901	YELLOWSTONE WITH ROOF SKY - IN-GROUND	1 Pieces	29,372.00	29,372.00
				
KSW924-CUSTOM	CUSTOM - Swing Frame, 4 Seat, 8 ft H In-ground 90cm 20272224	1 Pieces	9,160.00	9,160.00
				
INSTALL SPECIAL	Installation of Kompan Equipment	1 Pieces	27,074.50	27,074.50

Sales Proposal

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Quote No. SP133523-1
Customer No. 790009
Document Date 02/29/2024
Expiration Date 04/29/2024

Sales Representative Audra Bussey
Email AudBus@Kompan.com
Phone No. 407-443-1752 / 800-426-9788
Sales Support Denise Forbes
Email psc@Kompan.com

Project Name US302696 Central Park Ocoee

No.	Description	Qty Unit	Unit Price	Net Price
FREIGHT	Freight	1 Pieces	7,957.60	7,957.60

Please read attached General Assumptions and
Exclusion document for information on
Install/Sitework.
Equipment per Site Plan version K1.0 /dated 2.28.24

Assumes site to be accessible & install ready
Excludes sitework, products, & services not listed

Please allow 11-13 weeks for product delivery upon
order placement

Demo of existing equipment by others
Surfacing provided by others

Description	Qty	Net Price
No. of Products	4	
Subtotal - Products		64,836.00
Subtotal - Installation		27,074.50
Subtotal - Freight		7,957.60
Total USD		99,868.10

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Central Park Ocoee
560 Flewelling Ave
Ocoee, FL 34761

Sales Proposal

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Quote No. SP133523-1
Customer No. 790009
Document Date 02/29/2024
Expiration Date 04/29/2024

Sales Representative Audra Bussey
Email AudBus@Kompan.com
Phone No. 407-443-1752 / 800-426-9788
Sales Support Denise Forbes
Email psc@Kompan.com

Project Name US302696 Central Park Ocoee

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

[REGISTER](#)**Kompan Inc.**
Playground Solutions

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001135

July 1, 2017 through June 30, 2022

Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2024



Pricing

OMNIA Partners participants can purchase KOMPAN playground products at the following discounts:

Category	Percentage Discount
Playground Equipment (i.e. themed systems, stand alone activities, system components)	10%
Outdoor Fitness Equipment	10%
Site Accessories (i.e. benches, picnic tables, planters, receptacles, bike racks)	5%
Surfacing	10%
Related Products (i.e. shades, skate parks, water parks)	5%

Category		Percentage Discount
Service (i.e. installation, design, layout, repair, maintenance, removal, disposal)		5%
List Price of KOMPAN Equipment	Additional Volume Discount	
\$100,000-\$199,000	3%	
\$200,000-\$499,999	6%	
\$500,000 and over	11%	

Volume discounts will be applied to the net contract price. For example, an order that includes \$210,000 will be calculated by first applying the 10% contract discount for a discounted price of \$189,000 and next the volume discount will be applied to that discounted contract price: Ex: $\$189,000 \times .94 = \$177,660$

Shipping

All shipments shall be F.O.B destination with freight charges prepaid and listed separately. Actual freight charges shall be added at the time of invoicing as determined and supported by the carrier's freight bill. Selection of the freight carrier shall be the option of the customer. Estimated freight charges shall be provided at the time of quotation. Additional cost for expedited delivery may be added.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 21st of December 2022, by and between Kompan, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on May 1, 2018 to incorporate new products and unit price adjustments.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments.
- F. The parties amended the Contract on May 15, 2019 to incorporate third-party products and price lists.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate unit price adjustments.
- I. The parties amended the Contract on May 17, 2021 to incorporate unit price adjustments and add the Domestic (U.S.) Procurement Preference clause.
- J. The parties amended the Contract on January 1, 2022 to incorporate unit price adjustments and replace the Commercial Non-Discrimination clause.
- K. The parties amended the Contract on July 1, 2022 to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- L. The parties now desire to amend the Contract to incorporate price adjustments and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.
2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Eleventh Amendment incorporates price adjustments due to an escalation in raw materials and energy costs as specified in the KOMPAN Core Portfolio 2023 and the Third Party Price List in Exhibit A.2.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001135

Amendment#: 11

Vendor#: 303668

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

KOMPAN, INC.

BY: 
(signature)

PRINT NAME: Eric Lewis

TITLE: Treasurer

DATE: 12/20/2022

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: December 21, 2022

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2017001135

Amendment #: 11

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products a

Vendor Legal Name: Kompan Inc.

Vendor #: 303668

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: 668f2b82108208b08604836a8d96b891

STAFF REPORT

Meeting Date: April 2, 2024
Item #: 9

Contact Name: Doug Gaines
Contact Number: Ext. 1503

Department Director: Doug Gaines
City Manager: Robert Frank

Subject: Approval of the Diversity Drives Ocoee Speaker Series as Requested by the Human Relations Diversity Board (HRDB). (Support Services Director Gaines)

Background Summary:

During the Human Relations Diversity Board (HRDB) meeting held on March 7, 2024, a unanimous vote was made by the HRDB members to authorize Board Member Beck to present the Diversity Drives Ocoee Speaker Series for consideration by the City Commission. The purpose of this proposal is to seek approval for allocating \$500 from the City of Ocoee Human Relations Diversity Board 2024 Budget towards hosting a speaker from the University of Central Florida's Ginsburg Center for Inclusion and Community Engagement. Additionally, the HRDB would like to promote the meetings on the City website and social media platforms to inform the community that these meetings are open to everyone, and they are welcome to come and join the HRDB in learning from their guest speaker. Kavita Sawh from UCF will attend the May and June HRDB meetings (this may be adjusted depending on availability) which are open to the public, to deliver sessions on "Fostering a Sense of Belonging" and "Inclusive Communication." These sessions aim to enhance diversity, equity, and inclusion within our community, fostering a more inclusive and welcoming environment for all residents.

Issue:

Should the Honorable Mayor and City Commissioners approve the Diversity Drives Ocoee Speaker Series as requested by the HRDB?

Recommendations:

The HRDB recommends the Honorable Mayor and City Commissioners approve their Diversity Drives Ocoee Speaker Series.

Attachments:

1. Diversity Drives Ocoee -Speaker Series

Financial Impacts:

The HRDB is requesting a total budget of \$500 from the existing \$2,000 budgeted in FY23/24.

Type of Item: Consent

HUMAN
RELATIONS
DIVERSITY
BOARD



DIVERSITY DRIVES OCOEE

2024 SPEAKER SERIES

PURPOSE

The purpose of this proposal is to request approval of spending \$500 the City of Ocoee Human Relations Diversity Board 2024 Budget to bring in a speaker from the University of Central Florida's Ginsburg Center for Inclusion and Community Engagement.

Additionally, the HRDB would like to promote the meetings on the City website and social media platforms to inform the community that these meetings are open to everyone, and they are welcome to come and join the HRDB in learning from our guest speaker.

Kavita Sawh from UCF will attend the May and June (this may be adjusted depending on availability) HRDB meetings which are open to the public to deliver sessions on "Fostering a Sense of Belonging" and "Inclusive Communication." These sessions aim to enhance diversity, equity, and inclusion within our community, fostering a more inclusive and welcoming environment for all residents.

SESSION OBJECTIVES

Fostering a Sense of Belonging Session:

- To help participants understand the importance of creating a sense of belonging within the community.
- To provide practical strategies for individuals to foster inclusivity.
- To encourage collaboration and connection among community members.

Inclusive Communication Session:

- To improve participants' awareness of inclusive communication practices.
- To equip participants with tools and techniques for effective and respectful communication.
- To enhance the overall communication climate within the community.

RESOURCING

Speaker Engagement

The heart of this proposal lies in securing the expertise of a qualified speaker from the University of Central Florida's Ginsburg Center for Inclusion and Community Engagement. The estimated cost for each session, delivered by this speaker, is \$250. As such, we are requesting a total budget of \$500 from the existing \$2,000 in funds available to the HRDB to cover the expenses associated with bringing this speaker to the City of Ocoee.

Promotion: City of Ocoee Social Media and Website

To maximize community engagement and awareness, the initiative will be promoted using the official City of Ocoee social media accounts and website. This includes creating and sharing promotional content, event invites, and highlighting the speaker series. The use of social media platforms will serve as a cost-effective and efficient method to reach a broad audience within the community.

Space and Time: Commission Meeting Room during HRDB Meetings

To ensure the accessibility and convenience of the proposed sessions, we seek to utilize the Commission Chambers during already scheduled Human Relations Diversity Board (HRDB) meetings. This strategic choice of venue aligns with our commitment to fostering community engagement while optimizing available resources.

STAFF REPORT

Meeting Date: April 2, 2024
Item #: 10

Contact Name: Gequita Cowan
Contact Number: Ext. 6434

Department Director: Robert Frank
City Manager: Robert Frank

Subject: First Reading of Ordinance Amending the City of Ocoee Municipal General Employees' Retirement Trust Fund. (Municipal Pension Board Chair Cowan)

Background Summary:

At their meeting held on February 7, 2024, the General Employees' Retirement Board reviewed and approved a proposed ordinance amendment which incorporates new mandatory distribution provision for benefit payments required by tax-qualified entities for compliance with the Internal Revenue Code based on recent changes to the federal law. The amendment also seeks to correct an inadvertent inconsistency by updating the ordinance provision allowing for the purchase of "air time" to reflect the correct vesting schedule for certain plan participants. None of these changes are anticipated to have any financial impact to the City or pension plan.

Issue:

Should the Honorable Mayor and Commissioners adopt an Ordinance amending Section 6, "Benefit Amounts and Eligibility", amending Section 7, "Pre-retirement Death", amending Section 9 "Optional Forms of Benefits", amending Section 15, "Minimum Distribution of Benefits", to provide for compliance with the SECURE 2.0 Act, amending Section 28, "Purchase of Credited Service for Air Time."

Recommendations:

The Ocoee General Employees' Retirement Board respectfully recommends that the Mayor and City Commissioners adopt the attached Ordinance amending the City of Ocoee Municipal General Employees Retirement Trust Fund.

Attachments:

1. Special Report - SECURE Act 2.0
2. Explanation of Proposed Ordinance Amendments (SECURE and Air Time)
3. No Impact Letter
4. Ordinance

Financial Impacts:

None as pointed out in the attached letter dated March 19, 2024, from Douglas Lozen of Foster & Foster, that the change will have no measurable impact on the Plan's funding requirement.

Type of Item: First Reading

SUGARMAN, SUSSKIND, BRASWELL & HERRERA

PROFESSIONAL ASSOCIATION
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Employment Lawyer

SPECIAL REPORT

February 2023

SECURE ACT 2.0

President Biden signed the Secure 2.0 Act of 2022 (“the Act”) into law on December 29, 2022 as part of the Consolidated Appropriations Act, 2023. The Act makes sweeping changes to provisions of the Internal Revenue Code affecting qualified plans such as your municipal plan.

Many of the provisions take effect immediately, while others will become effective in years to come. For governmental plans such as yours amendments required by the Act must be made to the plan by no later than the last day of the first plan year beginning on or after January 1, 2027.

Below is a brief summary of the changes enacted. We will provide additional information with regard to each of the new requirements on an on-going basis as corresponding regulations or rules may be issued.

I. CHANGES THAT APPLY TO GOVERNMENTAL DEFINED BENEFIT PLANS AND STAND-ALONE SHARE PLANS

Increase in Ages for Required Minimum Distributions

Participants in tax-qualified pension plans are not taxed on the value of their retirement benefits until they begin to receive benefits under the plan.

The deferral of taxes is limited by the Required Minimum Distribution rules in Section 401(a)(9) of the Code, which require that participants begin to receive benefits (and therefore pay taxes) once they reach a certain age after retirement.

For many years, retirees were required to begin to receive benefits once they had retired and reached age 70 ½. The first Secure Act, passed in 2019, raised that age to 72.

Section 107 of the Secure 2.0 Act of 2022 has further increased the tax deferral by again raising the age by which retired participants must begin to receive benefits. The new ages are as follows:

- a) For individuals who attain age 72 after December 31, 2022, and age 73 before January 1, 2033, the applicable age is 73;
- b) For individuals who attain age 74 after December 31, 2032, the applicable age is 75;

Reduction in penalty for failure to make Required Minimum Distributions (Effective taxable years after December 29, 2022)

The Code currently provides for an excise tax for failure to take a required minimum distribution equal to 50% of the amount of the missed distribution.

Section 302 of the Act reduces the tax generally to 25%, and provides that the tax shall be further reduced to 10% if the failure is corrected in accordance with certain conditions.

Increase in the maximum amount of mandatory distributions (Effective January 1, 2024)

Plans may currently provide that benefits of which the lump-sum value does not exceed \$5000 will be paid mandatorily in the form of a lump-sum. Section 304 of the Act raises the limit, allowing plans to impose a lump-sum distribution for amounts up to \$7000.

Exclusion from Income of Certain Service-Related Disability Benefits for First Responders (Effective for eligible amounts received after December 31, 2026)

Section 309 of the act allows certain first responders (law enforcement officers, firefighters, paramedics, and emergency medical technicians) to exclude from gross income certain service-related disability pension or annuity payments after they reach retirement age.

Expansion of 72(t) Age Exemption for Qualified Public Safety Employees (Effective Immediately)

Generally, the penalty on early withdrawals under Section 72(t) does not apply to distributions made to an employee after separation from service after attainment of age 55. For qualified public safety employees, Section 72(t) replaces the age 55 exemption with a more favorable, lower age exemption. Prior to the Act, the applicable age for qualified public safety employees was 50, instead of 55. Section 329 of the Act further expands the exemption for qualified public safety officers by adding 25 years of service as a separate qualifying condition for the exemption, which now applies upon the earlier of attainment of age 50 or 25 years of service.

Expansion of Definition of Qualified Public Safety Employee for Purposes of 72(t) Age Exemption (Effective Immediately)

Prior to the Act, for purposes of the favorable 72(t) exemption discussed above, the term qualified public safety employee included governmental employees providing police protection, firefighting services, and emergency medical services. Section 330 expands the definition to include corrections officers, as well as forensic security employees providing for the care, custody and control of forensic patients.

Repeal of Direct Payment Requirement for Health Insurance Premiums (Effective Immediately)

Currently under Section 402(l) of the Code, Retired Public Safety Officers are permitted to exclude from income up to \$3,000 per taxable year in distributions from governmental plans that are used to for the payment of qualified health insurance premiums. Prior to the Act, payments were required to be made directly from the pension plan to the insurer. Section 328 of the Act removes the direct payment requirement and now allows payment to come directly from the member.

II. CHANGES THAT APPLY TO GOVERNMENTAL STAND-ALONE SHARE PLANS BUT NOT TO GOVERNMENTAL DEFINED BENEFIT PLANS

Tax-Favored Withdrawals

The Act allows plans to provide for the following types of withdrawals with favorable tax treatment (including exemption from any 72(t) penalty):

- Starting in 2024, up to \$1,000 for participant-certified personal and family emergencies;
- Starting in 2024, withdrawals up to the lesser of \$10,000 or 50% of account balance, if a participant has been the victim of domestic abuse;
- effective immediately withdrawals by participants who have been diagnosed as terminally ill;
- With regard to federal disasters occurring on or after January 26, 2021, withdrawals by participants who live in the disaster up to \$22,000 within 180 months of the disaster. Also loans related to federal disasters are allowed to be increased to the lessor of \$100,000 or 100% of the account balance,
- Plans are already permitted to provide for distributions for qualified birth or adoption expenses. Currently, such distributions may be paid back at any time. For withdrawals after December 29, 2022, the repayment period is limited to

- three years. For withdrawals that have already been taken, the repayment period ends December 31, 2025, beginning on or after December 29, 2025, up to \$2500 annually (adjustable for inflation) for long-term care insurance.

III. PROVISIONS OF THE ACT WITH REGARD TO PLAN CORRECTIONS

Changes to requirements regarding overpayments (effective immediately)

The IRS has on an on-going basis provided guidance to trustees regarding requirements for recovering benefit overpayments to participants and beneficiaries.

Section 301 of the Act amends the Code to provide clearly defined rules relating to the recovery of overpayments.

Principally, the Act provides that a plan is not necessarily obligated to pursue the recovery of an overpayment.

We will prepare procedures for the trustees to adopt to ensure that future actions with regard to overpayments comply with the new requirements.

Expanded Self-Correction Program (Effective upon guidance issued by IRS within two years of December 29, 2022)

The IRS maintains several programs pursuant to which trustees may correct errors in the operation of the plan and/or failures to amend the plan timely.

Under certain programs, a flat fee and/or penalties are required to be paid to the IRS to resolve the error or failure. On the other hand, under the IRS' Self-Correction Program, certain "non-significant" errors may be corrected without any notice or payment of fees or penalties to the IRS.

The Act expands the type of errors and failures that may be resolved through Self-Correction. The program is no longer limited to "non-significant" errors, and may be used generally to correct any inadvertent error or failure, except those (1) that were identified by the IRS before any good-faith corrective measures were taken, or (2) with respect to which corrective measures were not timely taken.

The Act requires the IRS to issue new guidance in accordance with the expansion of the self-correction program.

IV. FOR INFORMATIONAL PURPOSES (THE FOLLOWING INFORMATION PRESENTS PROVISIONS OF THE ACT THAT DO NOT APPLY TO THIS PLAN BUT THAT MAY BE OF INTEREST TO PUBLIC EMPLOYEES. THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AND SHALL NOT BE CONSTRUED AS LEGAL ADVICE)

Section 308 of the Act extends to private sector firefighters, the favorable 72(t) age exemption (50 or 25 Years of Service) that was previously limited to governmental public safety employees.

Section 306 Changes rules relating to elections for 457 plans

Some of the tax-favored withdrawals that are permitted under the Act (See Section II above) may also be available under 457 plans.

SUGARMAN, SUSSKIND, BRASWELL & HERRERA

PROFESSIONAL ASSOCIATION
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♦ Board Certified Labor &
Employment Lawyer

March 20, 2024

Via Email: Christine.Stoker@foster-foster.com

Board of Trustees
City of Ocoee Municipal General Employees' Retirement Trust Fund
c/o Chrissy Stoker, Plan Administrator
Foster & Foster
2503 Del Prado Blvd. S., Suite 502
Cape Coral, FL 33904

Re: *City of Ocoee Municipal General Employees' Retirement Trust Fund
Proposed Ordinance Amendment*

Dear Trustees:

As previously discussed with the Board, enclosed please find a proposed ordinance amending the City of Ocoee Municipal General Employees' Retirement Trust Fund ("Trust Fund"). The amendment is intended to clarify the City's ordinance by correcting an inadvertent inconsistency and updating it to reflect the correct vesting schedule for certain Trust Fund participants seeking to purchase "air time." The proposed amendment will also serve to update certain sections to comply with the Internal Revenue Code. Specifically, the following amendments to the pension plan are proposed:

1. Section 6, "Benefit Amounts and Eligibility", subsection 6, "Required Distribution Date;" Section 7, "Pre-retirement Death," subsection 2, "Deceased Members Vested or Eligible for Retirement with Spouse as Beneficiary;" and Section 9, "Optional Forms of Benefits", subsection 5.E, are all being amended in accordance with recently enacted amendments to the Internal Revenue Code to satisfy the qualification requirements applicable by providing a mandatory distribution age for Trust Fund benefits paid to its participants and beneficiaries.
2. Section 28, "Purchase of Credited Service for Air Time," is being amended to provide an updated vesting schedule for those Trust Fund participants who were hired on or after September 18, 2012.

Board of Trustees
City of Ocoee Municipal General Employees' Retirement Trust Fund
c/o Chrissy Stoker, Plan Administrator
March 20, 2024
Page | 2

Please do not hesitate to reach out to us should you require any additional information.

Sincerely,

PEDRO A. HERRERA

PAH/jdv

Enclosure

March 19, 2024

VIA EMAIL

Board of Trustees
City of Ocoee
General Employees' Pension Board
c/o Ms. Chrissy Stoker, Plan Administrator
2503 Del Prado Blvd. S. Suite 502
Cape Coral, FL 33904

Re: City of Ocoee General Employees' Pension board

Dear Board:

In response to an email dated March 6, 2024, we have reviewed the proposed ordinance amending the plan as follows:

- Changing the minimum age that distributions need to begin to the applicable age provided in the Internal Revenue Code to comply with the SECURE 2.0 Act.
- Updating Section 28, Purchase of Credited Service for Air Time, to clarify that all Members must be vested in order to purchase Credited Service for periods when there was no performance of service ("airtime")

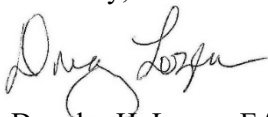
We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed ordinance to each of the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL GENERAL EMPLOYEES' RETIREMENT TRUST FUND, ADOPTED BY ORDINANCE NUMBER 2009-020; AS SUBSEQUENTLY AMENDED; AMENDING SECTION 6, "BENEFIT AMOUNTS AND ELIGIBILITY"; AMENDING SECTION 7, "PRE-RETIREMENT DEATH"; AMENDING SECTION 9, "OPTIONAL FORMS OF BENEFITS"; AMENDING SECTION 15, "MINIMUM DISTRIBUTION OF BENEFITS", TO PROVIDE FOR COMPLIANCE WITH THE SECURE 2.0 ACT; AMENDING SECTION 28, "PURCHASE OF CREDITED SERVICE FOR AIR TIME"; PROVIDING FOR SEVERABILITY OF PROVISIONS; SUPERSEDING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Setting Every Community Up for Retirement Enhancement ("SECURE") 2.0 Act, signed into law on December 29, 2022, as part of the Consolidated Appropriations Act, 2023, amended the definition of "Required Beginning Date" under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, amendments to the Plan are necessary to conform the Retirement Trust Fund to the requirements of the SECURE 2.0 Act; and

WHEREAS, the Board of Trustees of the City of Ocoee Municipal General Employees' Retirement Trust Fund have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Fund, and

WHEREAS, the City Commission has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Commission deems it to be in the public interest to provide this change to the Retirement Trust Fund for its general employees;

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OCOEE,
FLORIDA;**

SECTION 1: Authority. The City Commission of the City of Ocoee has the authority to adopt this ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 2: That the City of Ocoee Municipal General Employees' Retirement Trust Fund adopted by Ordinance No. 2009-020, as subsequently amended, is hereby further amended by amending Section 6, "Benefit Amounts and Eligibility", subsection 6, "*Required Distribution Date*", to read as follows:

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY.

* * * *

6. Required Distribution Date.

The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains ~~age seventy and one-half (70½)~~ his or her Required Beginning date as defined in Section 15.2.A. or the calendar year in which the Member terminates employment with the City.

SECTION 3. That the City of Ocoee Municipal General Employees' Retirement Trust Fund adopted by Ordinance No. 2009-020, as subsequently amended, is hereby further amended by amending Section 7, "Pre-retirement Death", subsection 2, "*Deceased Members Vested or Eligible for Retirement with Spouse as Beneficiary*", to read as follows:

SECTION 7. PRE-RETIREMENT DEATH.

* * * *

2. *Deceased Members Vested or Eligible for Retirement with Spouse as Beneficiary.*

This subsection 2. applies only when the Member's Spouse is the sole designated Beneficiary. The Spouse Beneficiary of any Member who dies and who, at the date of his or her death was vested or eligible for early or normal retirement, shall be entitled to a benefit as follows:

* * * *

- E. Notwithstanding anything contained in this Section to the contrary, in any event, distributions to the Spouse Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date selected pursuant to the above provisions in this Section that must be on or before December 31 of the calendar year in which the Member would have attained 70½his or her Required beginning date as defined in Section 15.2.A.

* * * *

SECTION 4. That the City of Ocoee Municipal General Employees' Retirement Trust Fund adopted by Ordinance No. 2009-020, as subsequently amended, is hereby further amended by amending Section 9, "Optional Forms of Benefits", subsection 5.E, to read as follows:

SECTION 9. OPTIONAL FORMS OF BENEFITS.

* * * *

5. Retirement income payments shall be made under the option elected in accordance with the provisions of this Section and shall be subject to the following limitations:

* * * *

- E. The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age ~~seventy and one-half~~ (70½)his or her Required beginning date as defined in Section 15.2.A, or the calendar year in which the Member terminates employment with the City.

* * * *

SECTION 5. That the City of Ocoee Municipal General Employees' Retirement Trust Fund adopted by Ordinance No. 2009-020, as subsequently amended, is hereby further amended by amending Section 15, "Minimum Distribution of Benefits", subsection 2, "Time and Manner of Distribution", to read as follows:

SECTION 15. MINIMUM DISTRIBUTION OF BENEFITS.

* * * * *

2. Time and manner of distribution.

A. *Required beginning date.* The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date, which effective January 1, 2023 is defined as the later of (1) and (2) below:

(1) With regard to distributions required to be made to a Member who ~~reaches~~ age 70 ½ before prior to January 1, 2020: April 1 of the calendar year ~~following the later of that next follows~~ the calendar year in which the Member ~~attained the~~ age seventy and one-half (70 ½) years; or

With regard to a Member who attained age 70 ½ on or after January 1, 2020, and age 72 prior to January 1, 2023: April 1 of the calendar year that next follows the calendar year in which the Member attained age 72 years; or

With regard to a Member who attains age 72 on or after January 1, 2023, in accordance with the SECURE 2.0 Act and any technical corrections thereto; or

(2) ~~With regard to distributions required to be made on or after January 1, 2020 to a participant who reaches the age of 70 ½ on or after said date: April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 72 years, or April 1 of the calendar year that next follows the calendar year in which the participant~~ Member ~~retires, whichever is later.~~

B. *Death of Member before Distribution Begins.* If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed no later than as follows:

(1) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member

would have attained ~~age 70 1/2~~, his or her Required beginning date, if later, as the surviving spouse elects.

* * * * *

SECTION 6: That the City of Ocoee Municipal General Employees' Retirement Trust Fund adopted by Ordinance No. 2009-020, as subsequently amended, is hereby further amended by amending Section 28, "Purchase of Credited Service for Air Time," to read as follows:

SECTION 28. PURCHASE OF CREDITED SERVICE FOR AIR TIME.

Unless otherwise prohibited by law, any Member (except a Mayor or Commissioner Member) who has accrued at least five (5) years of Credited Service prior to September 18, 2012, or for Members hired on or after September 18, 2012 who have accrued at least seven (7) years of Credited Service, under this system shall be permitted to purchase up to five (5) years of additional Credited Service under this system for periods when there was no performance of service ("airtime") provided that:

- A. The Member contributes to the fund the sum that he or she would have contributed had he or she been a Member of the system or the years or fractional parts of years for which he or she is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- B. Multiple requests to purchase credited service pursuant to this section maybe made at any time prior to retirement.
- C. Payment by the Member of the required amount shall be made within six (6) months of his or her request for credit, but, in any event, prior to retirement, and shall be made in one lump sum payment upon receipt of which credited service shall be given.
- D. Service purchased pursuant to this section shall count for all purposes except vesting. The maximum combined purchase under this section and sections 26 and 27 shall be five (5) years.

SECTION 7. Severability. In the event any section, subsection, paragraph, sentence, clause, phrase or word of this ordinance shall be held invalid by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions hereof.

SECTION 8. Supersede of Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby superseded.

SECTION 9. Effective Date. This ordinance shall be effective on the date of adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

APPROVED:
CITY OF OCOEE, FLORIDA

City Clerk

By: _____
Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024
READ SECOND TIME AND ADOPTED
_____, 2024

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND
LEGALITY THIS _____ day of
_____, 2024.

By _____

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2024
UNDER AGENDA ITEM NO. ____.

STAFF REPORT

Meeting Date: April 2, 2024
Item #: 11

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for 474 S. Bluford Avenue Townhomes - Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low-Density Residential (LDR) to Medium Density Residential (MDR) & Rezoning from R-1AA to PUD; Project No(s). CPA-2022-005 & RZ-22-12-45. (Zoning Manager Whitfield)

Background Summary: First Reading of Ordinance held on March 5, 2024

Owner/Applicant: Jasbir S. Kalsi

General Location: The property is located in Commission District 2 on the east side of South Bluford Avenue, beginning approximately 235 feet north of East Orlando Avenue.

Property Size and Parcel ID No.: The property contains approximately 0.94 acres and is assigned parcel identification number 17-22-28-6144-04-361.

Existing Site Conditions: The table below summarizes the existing conditions of the property.

Current Future Land Use (FLU) Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Low Density Residential (Up to 4 units per acre) (Max: 4 lots)	R-1AA	Vacant, wooded	Downtown Redevelopment Area Overlay District & Wekiva Study Area

An excerpt from the City's Land Use and Zoning Inquiry Map is also attached showing the boundaries of the Downtown Redevelopment Area Overlay and the subject property within this Overlay.

The property is surrounded by the following: jurisdictions, Future Land Use Map designations, zoning districts, and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	City	Low Density Residential	R-1AA	Single Family Dwelling
South	City	Low Density Residential	R-1AA	Single Family Dwelling

East	City	Low Density Residential	R-1AA	Single Family Dwelling
West	City	Low Density Residential	R-1AA	Single Family Dwelling

Proposed Development/Land Use Plan: The applicant is proposing a Small-scale Comprehensive Plan Future Land Use Map Amendment from LDR to MDR and corresponding Rezoning from R-1AA to PUD in order to develop a 5-lot fee-simple townhome subdivision. The table below summarizes the proposed development and standards of the Land Use Plan.

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed LUP Development Standards
Medium Density Residential (4 to less than 8 units per acre) (Max: 8 lots)	PUD (Planned Unit Development)	5 Single-Family Attached (Fee-Simple Townhome) Residential Uses (Proposed density: 5.3 units per acre)	Standards established by the associated Land Use Plan are as follows: Building Setbacks: Front - 10 feet, Side - 10 feet, Rear - 10 feet Building Height: 33 feet Parking: 2 spaces per unit (garage) plus 8 guest parking spaces (7 regular & 1 handicap spaces) Maximum ISA: 60%

The Land Use Plan states that the maximum impervious surface area shall be limited to 60%, which means that that is what the site will be designed for relative to drainage. However, the proposed development's impervious surface area footprint is proposed at 40.28%, which is less than the maximum permitted in any residential zoning district. Given the constraints of the property, any additional impervious surface area in the future would be limited to that area outside the landscape area and utility easement.

Consistency with Florida Statutes: N/A

Consistency with JPA Agreement: N/A

Consistency with Adopted Comprehensive Plan: The property is located within the Downtown Redevelopment Area (DRA), which is intended to attract reinvestment in the downtown area of Ocoee through flexible development regulations and innovative designs. Development of the downtown should include mixed uses and various forms of residential uses.

Access: Access will continue to be via South Bluford Avenue, and site design for the project will consider and accommodate the planned landscape plan associated with the Bluford Streetscape Project.

Utilities: The proposed Land Use Plan (LUP) shows connections to a potable water system, including domestic water services, irrigation, and fire protection, as well as sanitary sewer connections. The Utilities Department has provided comments and guidance for when the development comes in for the Short-form subdivision plan review. Domestic water services shall be master metered. The fire protection line shall be tapped separately from domestic water and irrigation. The property shall connect to the nearest public manhole by private force main in the City's right-of-way (ROW) on South Bluford Avenue. The private force main in the City's ROW must be designed to City standards and must include a check valve near the property line outside of the pavement. The private force main in the ROW shall not use 90-degree elbows and shall be outside of the pavement whenever possible. The requirements of the City's Engineering Standards Manual, including Articles 3 and 31, shall be required to ensure that the proposed design meets City standards. A development agreement shall be prepared to require the property to abandon a portion of the private force main and

connect to City gravity sewer on South Bluford Avenue directly west of the property when it becomes available. The Utilities Department has approved the proposed CPA and rezoning to PUD. It has provided the applicants with a Utilities Checklist for when the Engineering Plans are prepared/submitted for review, including a requirement that the force main will be installed to City standards and owned and maintained by the developer and a plug valve shall be added to the private force main at the property line.

Transportation: Based on the concurrency management system (CMS) capacity spreadsheet (last updated 2022), all segments of South Bluford Avenue are currently operating at or above the adopted level of service (LOS) standard of D, with intersections performing at volume-to-capacity (v/c) with vested trip ratios ranging from 0.56 to 0.71 (meaning the volume does not exceed capacity). It should be noted that with the planned improvements associated with the South Bluford Avenue Streetscape Project, the existing median and turn lane in this area will be removed, and the sidewalk on the east side of Bluford Avenue will be widened to a 10-foot widewalk that will run to Old Winter Garden Road. Thus, the proposed access shown on the LUP will be a full-access driveway, and turning radii adjustments may be needed at time of subdivision plan review.

Stormwater: Stormwater drainage will be provided on-site and will be finalized at the time of subdivision plan review.

Schools: The proposed Medium Density Residential (MDR) designation allows up to 8 dwelling units per acre, resulting in a maximum of eight (8) dwelling units. Per the Interlocal Agreement with Orange County Public Schools, the maximum 8 units is considered de minimus.

Public Safety: The property is currently within fire and police protection and service zones. The property is located within 500 feet of Fire Station 25, located at 563 South Bluford Avenue, and within 1.25 miles of the Ocoee Police Station, located at 646 Ocoee Commerce Parkway.

Issue:

Should the Honorable Mayor and City Commissioners approve a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (LDR) to Medium Density Residential (MDR) and corresponding Rezoning from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development District) for the development of a 5-lot single-family attached (fee-simple townhome) subdivision on the property located at 474 South Bluford Avenue?

Recommendations: Development Review Committee (DRC) Recommendation:

The Development Review Committee (DRC) met on Tuesday, February 7, 2023, to consider the application for a Small-Scale Comprehensive Plan Future Land Use Map Amendment (CPA) and Rezoning to PUD for the development of a condominium (multi-family residential) building at three (3) stories. At that meeting, the DRC made a recommendation of approval subject to the following conditions of approval:

- I. Revision of the Land Use Plan (LUP) to indicate a maximum impervious surface area (ISA) of 50% of the lot or parcel area and to include a note that the landscape buffer along South Bluford Avenue will complement the street landscaping from the Bluford Avenue Streetscape Plan,
- II. Resolution of all outstanding Utilities Department comments regarding water and sewer connections and Public Work comments regarding limited access (right-in/right-out) design and garbage dumpster location and
- III. Execution of a Development Agreement for infrastructure improvements and modifications as needed.

The item went to the Planning & Zoning Commission on Tuesday, February 14, 2023, where, based on concerns regarding traffic, vehicular circulation, and density, the PZC made a recommendation of denial.

Since that time, the applicant has modified the proposed Land Use Plan to address previous conditions 1 and 2 by providing a maximum ISA of 60%, shifting the driveway location north to create a full access driveway, and providing a dumpster. Furthermore, the applicant changed the use from a multi-family residential product to a

single-family attached fee-simple townhome product, reduced the number of units from six (6) to five (5), and reduced the height of the building from three (3) stories to (2) stories. The LUP also decreased the proposed maximum height from 45 feet to 33 feet, which is less than the 35 feet allowed in all conventional residential zoning districts.

On Tuesday, February 6, 2024, the DRC met to re-consider the Small-Scale CPA and Rezoning to PUD for a single-family residential product and made a recommendation of approval subject to the condition that all outstanding staff comments, specifically Utilities comments, are addressed at the time of Subdivision Plan submittal and review.

Planning & Zoning Commission (PZC) Recommendation:

The Planning & Zoning Commission heard this item at its February 13, 2024, public hearing. Discussions and public comments were relative to parking, building materials for the townhomes, area not being ready for high density multi-family apartments, possible impacts of the CPA and rezoning to the surrounding areas, desire to keep single-family detached low density status of the area, future plans for the area, and the number of variances in the proposed plan.

Following public comments and at the request of the PZC, staff provided the following clarifications:

- Regarding plans for the area, staff shared the vision of the Downtown Redevelopment Area, described the boundaries of the City's downtown area, explained the status of Bluford Avenue as an arterial road, briefly described the plans for road improvements (including sidewalks/sidewalks on both sides of the road, street trees, and street lighting) associated with the Bluford Streetscape Project, and clarified the planning efforts to bring forth urban character and scale to the Bluford Avenue arterial corridor to maximize the City improvements and investments along Bluford Avenue.
- Regarding the variances, staff explained that there are no variances requested or associated with the CPA and Rezoning applications. The proposed rezoning to PUD requires an accompanying Land Use Plan, which establishes the standards specific to this property. The proposed LUP for the 5-lot townhome is consistent with the Code relative to parking, buffering, and open space and is stricter than the Code for a maximum building height at 33 feet, in lieu of 35 feet. Regarding the maximum ISA, staff expressed that the site could likely be adjusted to reduce the impervious surface area to 50% (consistent with all conventional residential zoning districts) with the reduction in the drive aisle width between the garage and the parking area. The proposed setback is consistent with new developments coming into the downtown, in accordance with the various adopted Special Area Plans.

Following discussion, the Planning and Zoning Commission made the following recommendations:

- Recommendation of approval of the Small-Scale Comprehensive Plan Future Land Use Map Amendment without conditions and
- Recommendation of approval of the Rezoning to PUD subject to the condition that all outstanding staff comments, including the Utility comments, are addressed prior to subdivision plan submittal/review and that the architecture of the building be brick or other quality material consistent with the brick homes along Bluford Avenue.

Since the PZC hearing, the applicant has provided updated renderings to show a proposed white brick treatment on the front and side elevations.

Staff Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (LDR) to Medium Density Residential (MDR) without conditions and approve the corresponding Rezoning from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development District) for the development of a 5-lot single-family attached (fee-simple townhome) subdivision on the property located at 474 South Bluford Avenue, subject to the condition that all outstanding staff

comments, specifically Utilities comments, are addressed at the time of Subdivision Plan review and that the architecture of the building be brick or other quality material consistent with the brick homes along Bluford Avenue.

Attachments:

1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Ocoee Downtown Redevelopment Area Map
6. 2021009 LAND USE PLAN 02-11-2024
7. Ocoee Townhome_Color Elevation 2-Story 5 Units
8. Ocoee Townhome_Color Elevation Side 2-Story New 5 Units
9. SSCPA Ordinance - 474 S Bluford Ave Property
10. Rezoning Ordinance - 474 S Bluford Ave Property
11. Advertisement

Financial Impacts:

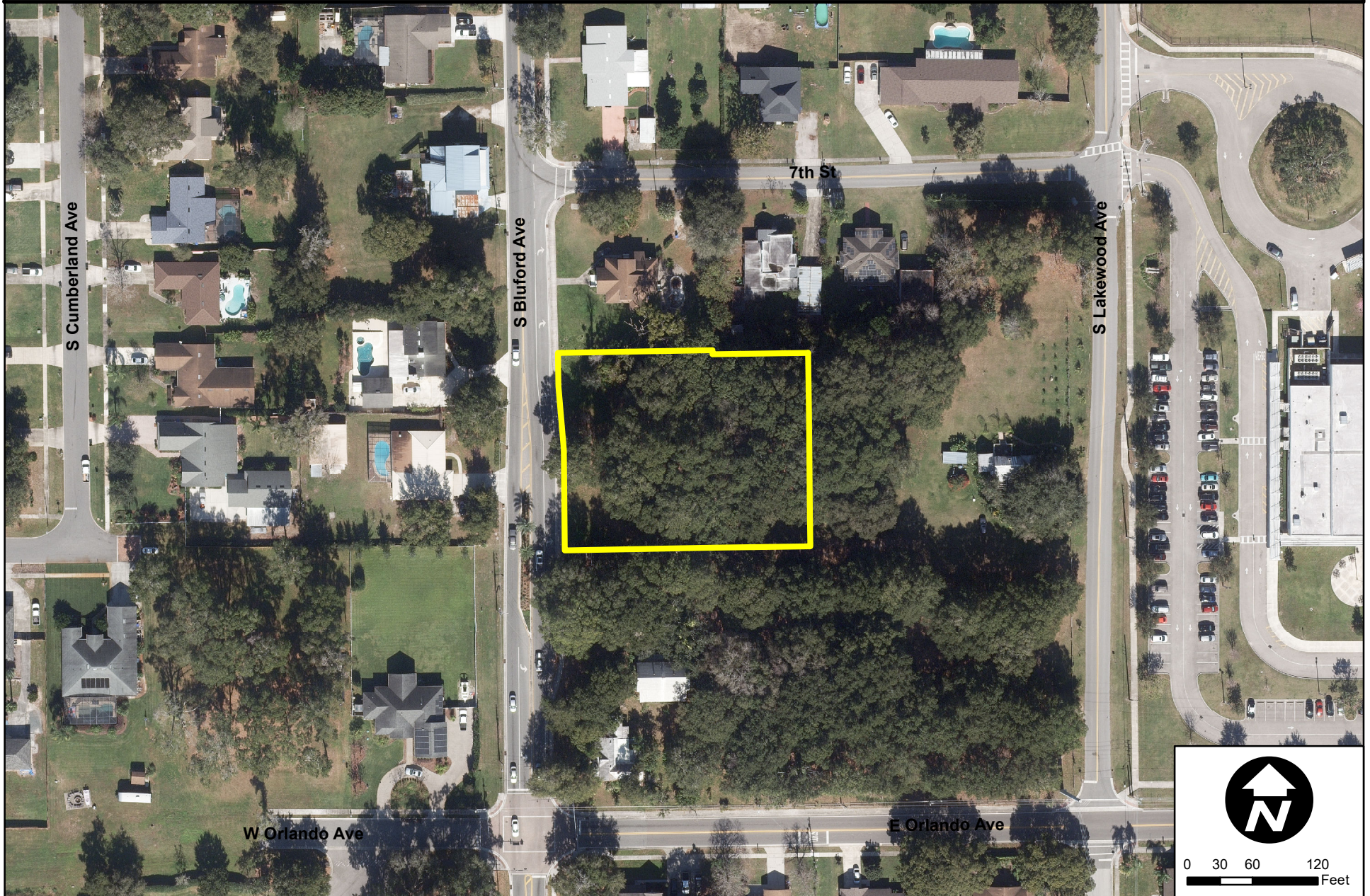
N/A

Type of Item: Second Reading Public Hearing

474 S Bluford Ave Townhomes CPA & Rezoning Location Map



474 S. Bluford Ave Townhomes 2022 Aerial Photography



474 South Bluford Avenue Surrounding Future Land Use Map



Development Services
Department

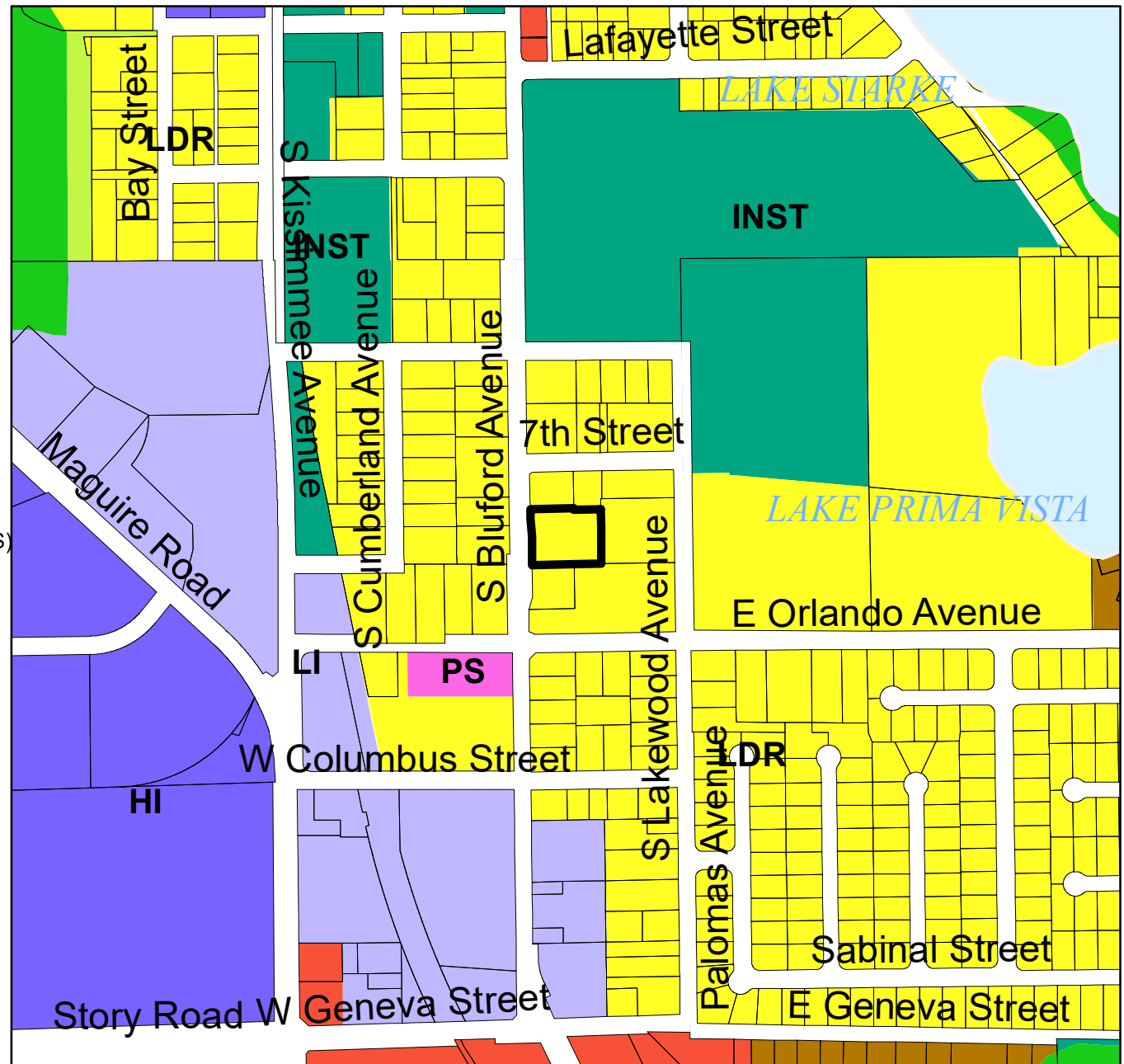
0 125 250 500
Feet

Created: January 2023

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



474 South Bluford Avenue Surrounding Zoning Map



Development Services
Department

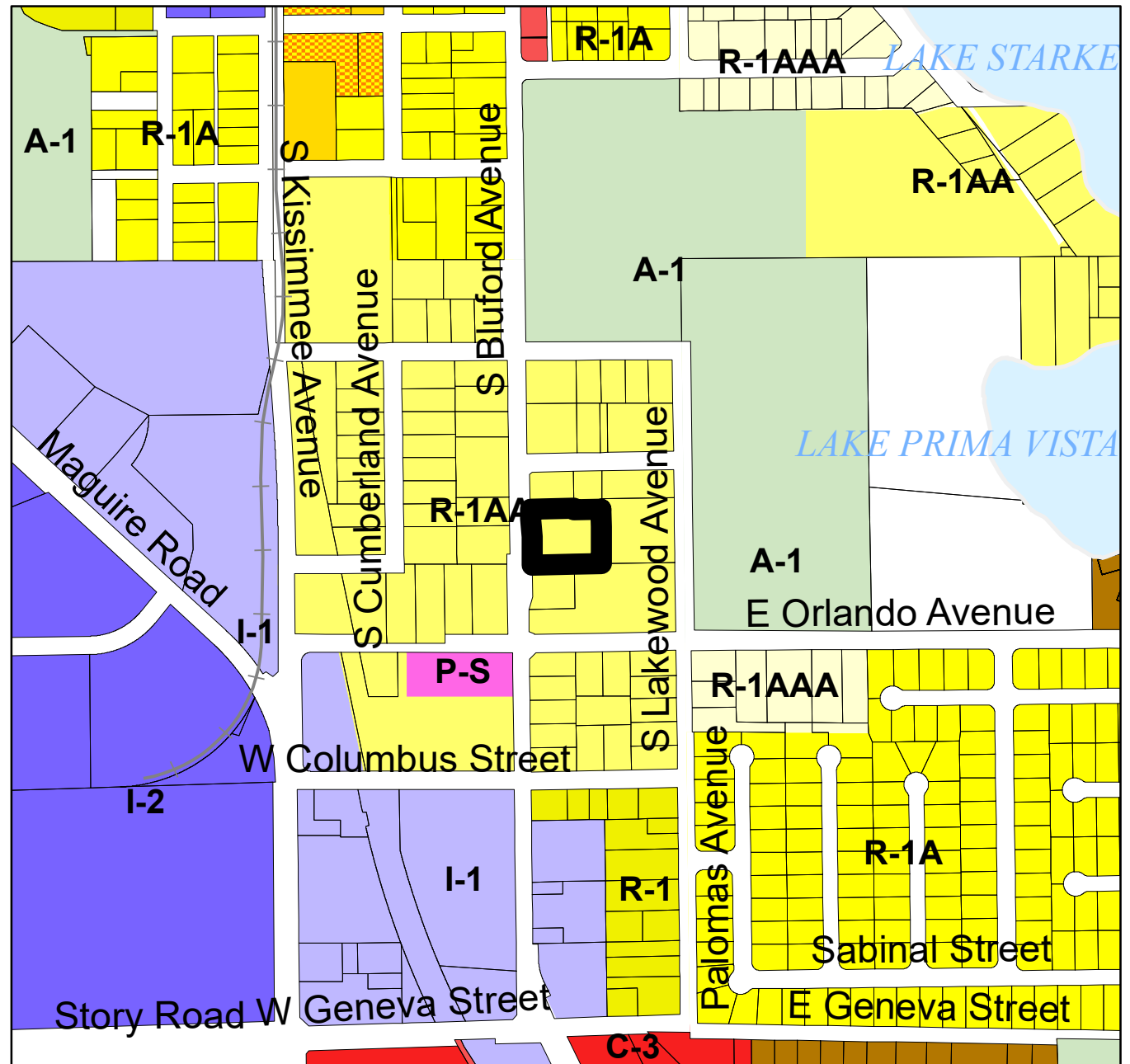
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Feet

Created: January 2023

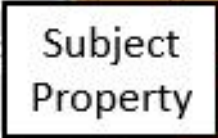
Subject Property

Zoning Classification:

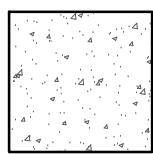
- General Agricultural (A-1)
- Suburban (A-2)
- Single-Family Dwelling (R-1AAA)
- Single-Family Dwelling (R-1AA)
- Single-Family Dwelling (R-1A)
- Single-Family Dwelling (R-1)
- One- & Two-Family Dwelling (R-2)
- Multiple-Family Dwelling (R-3)
- Mobile Home Subdivision (RT-1)
- Professional Offices & Services (P-S)
- Neighborhood Shopping (C-1)
- Community Commercial (C-2)
- General Commercial (C-3)
- Restricted Manufacturing & Warehousing (I-1)
- General Industrial (I-2)
- Commercial (PUD)
- Low Density (PUD)
- Medium Density (PUD)
- High Density (PUD)
- Public Use (PUD)
- Unclassified



Downtown Redevelopment Area Overlay District Map



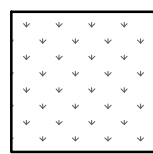
LEGEND:



CONCRETE (4" THICK UNLESS SPECIFIED OTHERWISE)



ASPHALT PAVEMENT



PRIVATE OPEN SPACE / YARDS (WITHIN TOWNHOME LOTS)

FUTURE TAPPING SLEEVE AND VALVE FOR WATER SERVICE

EXISTING 8" WATERMAIN

CROSS-WALK TO CONNECT TO FUTURE 10' WIDE SIDEWALK

RIGHT-OF-WAY LINE

EXISTING 16" FORCEMAIN

15' BUILDING SETBACK

10' LANDSCAPE BUFFER

FLU: LDR ZONED R-1AA

FUTURE CURBED ISLAND

EXISTING 16" SAN SEWER FORCEMAIN

16" TAP

FUTURE EDGE OF PAVEMENT

EXISTING 8" WATERMAIN

S. BLUFORD AVENUE

PUBLIC RIGHT-OF-WAY (WIDTH VARIES)

S. BLUFORD AVENUE

PUBLIC RIGHT-OF-WAY (WIDTH VARIES)

FLU: LDR ZONED R-1AA

20 0 20 40
THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS

REDUCED PRESSURE BACK FLOW DEVICES FOR FIRE, DOMESTIC WATER AND IRRIGATION. DOMESTIC WATER AND IRRIGATION METERS.

PLUG VALVE

PRIVATE FM

10' LANDSCAPE BUFFER & BUILDING SETBACK

12'x12' DUMPSTER

SANITARY SEWER PUMPING STATION

STORMWATER MANAGEMENT POND

7 GUEST PARKING SPACES

6' HIGH PVC FENCE (TYP)

10' LANDSCAPE BUFFER

FLU: LDR ZONED R-1AA

15' BUILDING SETBACK

30' INGRESS/EGRESS AND BUILDING SETBACK

RIGHT-OF-WAY LINE

10' LANDSCAPE BUFFER

FLU: LDR ZONED R-1AA

6' HIGH PVC FENCE (TYP)

FM TO BE INSTALLED BY DEVELOPER. FM TO BE OWNED AND MAINTAINED BY THE DEVELOPER VIA DEVELOPMENT AGREEMENT WITH THE CITY OF OCOEE.

SANITARY SEWER FORCEMAIN DISCHARGE TO NEAREST MANHOLE. DESIGN SHALL ADHERE TO THE CITY'S ENGINEERING STANDARDS MANUAL.

PLANNDDED DEVELOPMENT (PD) SITE DATA:

PARCEL ID: 17-22-28-6144-04-361
EXISTING FLU: LDR (LOW DENSITY RESIDENTIAL)
PROPOSED FLU: MDR (MEDIUM DENSITY RESIDENTIAL)
EXISTING ZONING: R-1AA (SINGLE FAMILY DWELLING)
PROPOSED ZONING: PD (PLANNED DEVELOPMENT)
TOTAL PD ACREAGE: 0.94 ACRES
NET BUILDABLE AREA: 0.94 ACRES

PROPOSED DENSITY: 5 DU (5.4 DU/AC)
(5 TOWNHOME UNITS)

PARKING REQUIREMENTS: 2 PARKING SPACES / DU

BUILDING SETBACKS: FRONT - 15 FEET (FROM S. BLUFORD AVE)
SIDE (S) - 0 FEET
SIDE (N) - 0 FEET
REAR - 0 FEET

MAXIMUM SF: 3,000 SF
*INCLUDES GARAGE'S AND BALCONY'S

MAX BUILDING HEIGHT: 2-STORY 33'-0" (1) (2)

LANDSCAPE BUFFERS: FRONT - 10 FEET
SIDE (S) - 10 FEET
SIDE (N) - 10 FEET
REAR - 10 FEET

UTILITY SERVICES: WATER AND SANITARY SEWER - CITY OF OCOEE

SITE IMPERVIOUS AREA CALCULATIONS:

EXISTING CONDITIONS: 0.94 ACRES

PERVIOUS = 41,010.28 SF = 0.94 AC = 100.00%
TOTAL = 41,010.28 SF = 0.94 AC = 100.00%

PROPOSED CONDITIONS: 0.94 ACRES

(2)

LOT 1:

BUILDING = 1,500.00 SF = 0.035 AC
SIDEWALKS = 82.00 SF = 0.002 AC
PERVIOUS (OPEN SPACE) = 671.90 SF = 0.015 AC
TOTAL = 2,253.90 SF = 0.052 AC

LOT 2:

BUILDING = 1,500.00 SF = 0.035 AC
SIDEWALKS = 82.00 SF = 0.002 AC
PERVIOUS (OPEN SPACE) = 504.36 SF = 0.011 AC
TOTAL = 2,086.36 SF = 0.048 AC

LOT 3:

BUILDING = 1,500.00 SF = 0.035 AC
SIDEWALKS = 82.00 SF = 0.002 AC
PERVIOUS (OPEN SPACE) = 478.30 SF = 0.010 AC
TOTAL = 2,060.30 SF = 0.047 AC

LOT 4:

BUILDING = 1,500.00 SF = 0.035 AC
SIDEWALKS = 82.00 SF = 0.002 AC
PERVIOUS (OPEN SPACE) = 478.30 SF = 0.010 AC
TOTAL = 2,058.55 SF = 0.047 AC

LOT 5:

BUILDING = 1,500.00 SF = 0.035 AC
SIDEWALKS = 92.00 SF = 0.002 AC
PERVIOUS (OPEN SPACE) = 631.72 SF = 0.014 AC
TOTAL = 2,223.72 SF = 0.051 AC

TRACT "A":

IMPERVIOUS = 8,600.00 SF = 0.20 AC
PERVIOUS (OPEN SPACE) = 14,942.68 SF = 0.34 AC
TOTAL = 23,542.68 SF = 0.54 AC

TRACT "B":

PERVIOUS (OPEN SPACE) = 6,784.77 SF = 0.16 AC
TOTAL = 6,784.77 SF = 0.16 AC

OVERALL IMPERVIOUS AREA CALCULATIONS:

BUILDING = 7,500.00 SF = 0.17 AC = 18.29%
IMPERVIOUS = 8,600.00 SF = 0.20 AC = 20.97%
SIDEWALKS = 420.00 SF = 0.01 AC = 1.02%
PERVIOUS (OPEN SPACE) = 24,490.28 SF = 0.56 AC = 59.72%
TOTAL = 41,010.28 SF = 0.94 AC = 100.00%

(1)

MAXIMUM TOTAL IMPERVIOUS SURFACE AREA SHALL BE 60%

NOTES:

- TRACT "A" SHALL BE OWNED AND MAINTAINED IN ITS ENTIRETY BY A HOME OWNERS ASSOCIATION THAT SHALL BE ESTABLISHED AS PART OF THE HOA DOCUMENT PROCESS.
- TRACT "B" SHALL BE OWNED AND MAINTAINED BY THE HOA. NO DEVELOPMENT SHALL OCCUR ON THIS TRACT WITHOUT PRIOR APPROVAL BY THE CITY OF OCOEE.
- ALL SIGNAGE SHALL COMPLY WITH THE CITY OF OCOEE LAND DEVELOPMENT CODE.
- STORMWATER DESIGN SHALL MEET THE CRITERION SET FORTH BY THE CITY OF OCOEE AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
- THE LANDSCAPE BUFFER ALONG S. BLUFORD AVENUE SHALL COMPLEMENT THE LANDSCAPING PROPOSED IN THE CITY OF OCOEE'S BLUFORD AVENUE STREETSCAPE PLAN.

(1)



Civil Engineering
Design Studio, Inc.

P.O. Box 520062
Longwood, Florida 32752-0062
PHONE: 407.488.9456 FAX: 407.641.9993
CERTIFICATE OF AUTHORIZATION # 28312

474
S. BLUFORD
AVENUE
TOWNHOMES

Ocoee, Florida

ENGINEERS SEAL

CONSTANCE D. SILVER, P.E., LEED AP
FLORIDA LICENSE #54842

ISSUED:	DATE:
CITY OF OCOEE	09/14/22

REV.	DATE	DESCRIPTION
1	02/09/23	CITY OF OCOEE
2	11/28/23	CITY OF OCOEE
3	01/30/24	CITY OF OCOEE

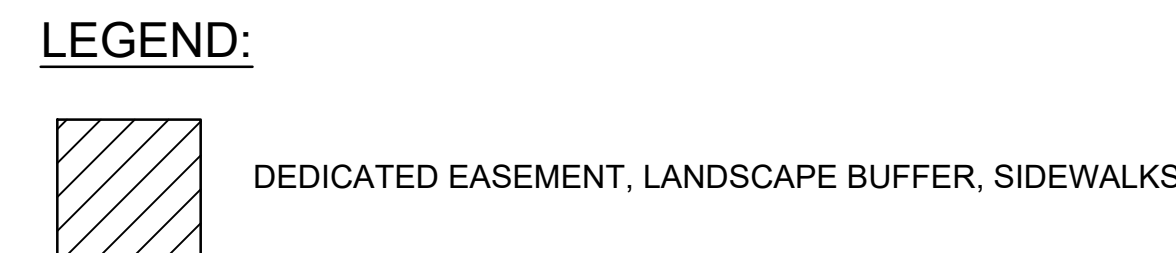
LAND USE
PLAN

(1)

Sheet Title

JOB NO. 2021.009
SCALE: AS SHOWN
DATE: 01/30/24
DESIGN CDS
DRAWN: CDS
CHECKED: JSY

C-200



	ACREAGE		MAINTENANCE AUTHORITY	OWNERSHIP
TRACT A	0.54 AC	PRIVATE ACCESS, DRIVEWAYS, PARKING LOTS, UTILITIES, STORMWATER RETENTION	HOME OWNERS ASSOCIATION	HOME OWNERS ASSOCIATION
TRACT B	0.16 AC	UTILITY AND INGRESS/EGRESS EASEMENT	HOME OWNERS ASSOCIATION	HOME OWNERS ASSOCIATION
LOT 1	0.052 AC	SINGLE FAMILY RESIDENTIAL, LANDSCAPE BUFFER, SIDEWALK AND DRIVEWAY EASEMENT	HOME OWNERS ASSOCIATION	JASBIR S. KALSI
LOT 2	0.048 AC	SINGLE FAMILY RESIDENTIAL, LANDSCAPE BUFFER, SIDEWALK EASEMENT	HOME OWNERS ASSOCIATION	JASBIR S. KALSI
LOT 3	0.047 AC	SINGLE FAMILY RESIDENTIAL, LANDSCAPE BUFFER, SIDEWALK EASEMENT	HOME OWNERS ASSOCIATION	JASBIR S. KALSI
LOT 4	0.047 AC	SINGLE FAMILY RESIDENTIAL, LANDSCAPE BUFFER, SIDEWALK EASEMENT	HOME OWNERS ASSOCIATION	JASBIR S. KALSI
LOT 5	0.051 AC	SINGLE FAMILY RESIDENTIAL, LANDSCAPE BUFFER, SIDEWALK EASEMENT	HOME OWNERS ASSOCIATION	JASBIR S. KALSI
TOTAL	0.94 AC			

NOTE: 1) NO DEVELOPMENT SHALL BE PERMITTED WITHIN TRACT "B" WITHOUT JOINT CONSENT OF THE CITY OF OCOEE AND THE HOA



PHONE: 407.488.9456 FAX: 407.641.9993
CERTIFICATE OF AUTHORIZATION # 28312

**474
S. BLUFORD
AVENUE
TOWNHOMES**

ENGINEERS SEAL

CONSTANCE D. SILVER, P.E., LEED AP
FLORIDA LICENSE #54842

ISSUED:	DATE:
CITY OF OCOEE	01/30/24

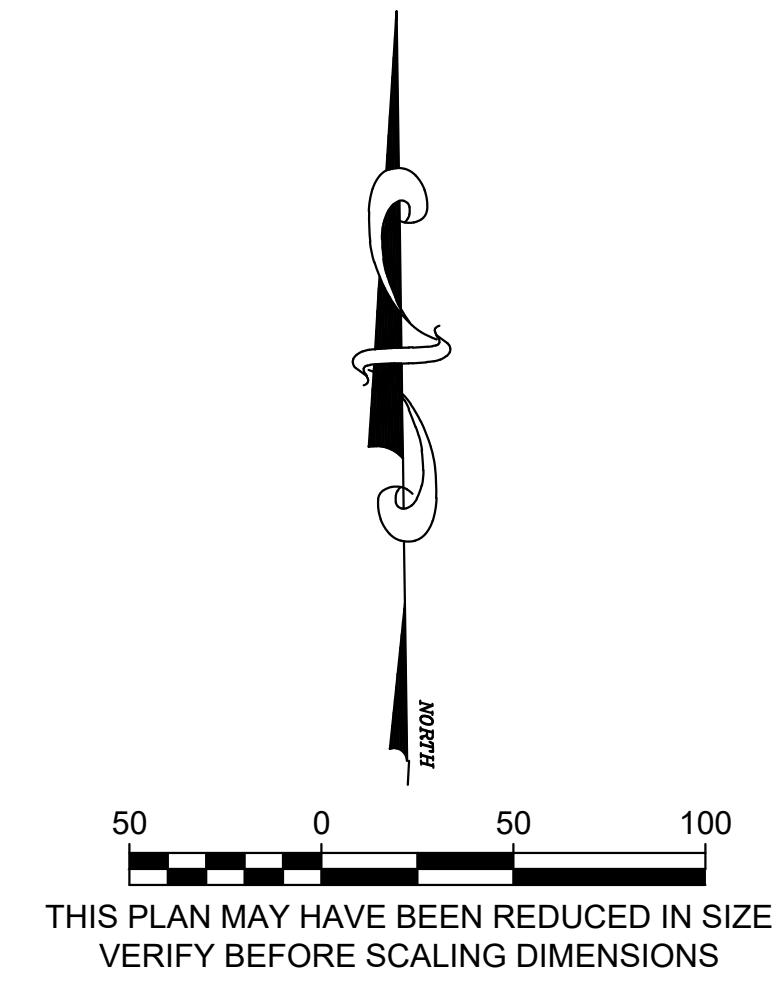
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LOT PLAN

Sheet Title

JOB NO.	2021.009
SCALE:	AS SHOWN
DATE:	01/30/24
DESIGN	CDS
DRAWN:	CDS
CHECKED:	JSY

C-201



**474
S. BLUFORD
AVENUE
TOWNHOMES**

ENGINEERS SEAL

SUED:	DATE:
CITY OF OCOEE	02/09/23

LAND USE PLAN

JOB NO.	2021.009
SCALE:	AS SHOWN
DATE:	01/30/24
DESIGN	CDS
DRAWN:	CDS
CHECKED:	JSY

C-202





BLUFORD AVE. TOWNHOMES

**ORDINANCE NO. 2024-
(Small-Scale CPA – 474 S Bluford Avenue Property)**

TAX PARCEL ID: 17-22-28-6144-04-361

CASE NO. CPA-2022-005: 474 S Bluford Avenue Property Small-Scale Comprehensive Plan Amendment

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED; AMENDING THE FUTURE LAND USE MAP OF THE OCOEE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL FOR CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.94 ACRES LOCATED AT 474 SOUTH BLUFORD AVENUE ON THE EAST SIDE OF SOUTH BLUFORD AVENUE, BEGINNING APPROXIMATELY 235 FEET NORTH OF EAST ORLANDO AVENUE; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY FUTURE LAND USE MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (the “Ocoee City Commission”) has adopted the City’s Comprehensive Plan (the “Ocoee Comprehensive Plan”) by Ordinance No. 91-28 on September 18, 1991 pursuant to Chapter 163, Part II, Florida Statutes, the Growth Policy Act (the “Act”); and

WHEREAS, Chapter 163, Part II, Florida Statutes, sets forth procedures and requirements for a local government to adopt a comprehensive plan and amendments thereto; and

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, assigned tax parcel identification number 17-22-28-6144-04-361, more particularly described in **Exhibit “A”** and depicted in **Exhibit “B”**, has submitted an application to the Ocoee City Commission to amend the Comprehensive Plan Future Land Use designation (the “Comprehensive Plan Amendment”) of said real property from Low Density Residential to Medium Density Residential; and

WHEREAS, pursuant to Section 5-9(C) of Article V of the Land Development Code of the City of Ocoee, Florida, the Development Services Director has reviewed said Comprehensive Plan Amendment application and determined that said Comprehensive Plan Amendment is consistent with the Ocoee Comprehensive Plan, as amended from time to time; and

WHEREAS, pursuant to Section 163.3174(4)(a), Florida Statutes, the City’s Local Planning Agency (LPA) conducted a publicly noticed and advertised public hearing on Tuesday, February 13, 2024, to consider and make recommendation of said proposed Comprehensive Plan Amendment; and

WHEREAS, pursuant to Section 163.3184(11), Florida Statutes, on Tuesday, April 2, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Comprehensive Plan Amendment and determined, after consideration of public comments, that the proposed Comprehensive Plan Amendment is consistent with the Ocoee Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are hereby ratified and confirmed as true and correct and incorporated herein by this reference.

SECTION 2. AUTHORITY. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 3. COMPREHENSIVE PLAN AMENDMENT. The Future Land Use Map within the Future Land Use Element of the Ocoee Comprehensive Plan is hereby amended to change the future land use designation of the Subject Property, as particularly described in Exhibit “A” and depicted in Exhibit “B”, from Low Density Residential (LDR) to Medium Density Residential (MDR).

SECTION 4. COMPREHENSIVE PLAN. The City Clerk is hereby authorized and directed to revise the adopted Future Land Use Map of the City of Ocoee in order to incorporate the Comprehensive Plan Amendment enacted by this Ordinance.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance 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 7. EFFECTIVE DATE. This Ordinance shall become effective thirty-one (31) days after adoption, unless challenged prior to that date pursuant to Section 163.3187(5), Florida Statutes.

PASSED AND ADOPTED this _____ day of _____, 2024.

Space intentionally left blank

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024.
READ SECOND TIME AND ADOPTED
_____, 2024.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**

this _____ day of _____, 2024.

FISHBACK DOMINICK

By: _____
City Attorney

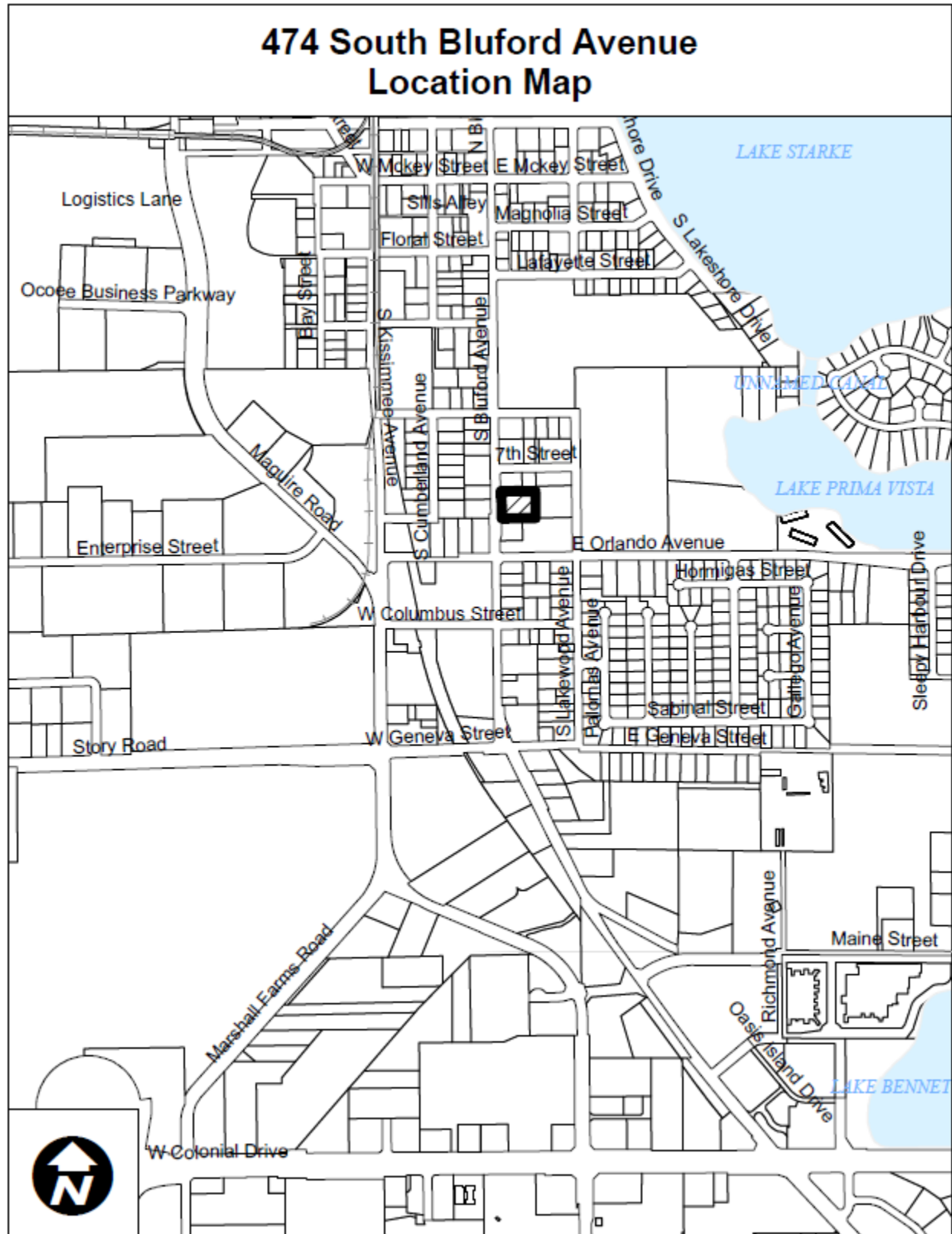
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-6144-04-361

TOWN OF OCOEE A/100 LOTS 35 & 36 (LESS N 30 FT & LESS N 34 FT OF E 88 FT THEREOF) ALL
IN BLK 4 & W 239 FT OF N1/2 OF VACATED R/W LYING ON S PER 9723/3599 & (LESS PT TAKEN
FOR R/W PER 10751/5049 GT14-14131)

EXHIBIT “B”



**ORDINANCE NO. 2024-
(Rezoning Ordinance - 474 S Bluford Avenue Property)**

TAX PARCEL ID: 17-22-28-6144-04-361

CASE NO. RZ-22-12-45: 474 South Bluford Avenue Property Rezoing

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM R-1AA (SINGLE FAMILY DWELLING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) ON CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 0.94 ACRES LOCATED AT 474 SOUTH BLUFORD AVENUE ON THE EAST SIDE OF SOUTH BLUFORD AVENUE BEGINNING APPROXIMATELY 235 FEET NORTH OF EAST ORLANDO AVENUE; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real properties located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real properties containing approximately 0.94 acres, more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof, from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development); and

WHEREAS, pursuant to Section 5-9(B) of Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on February 13, 2024, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee

City Commission find that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on April 2, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Properties described in **Exhibit “A”** containing approximately 0.94 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development). A map of said land herein described which clearly shows the area of the Rezoning is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the lands described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance 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 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024.
READ SECOND TIME AND ADOPTED
_____, 2024.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**
this _____ day of _____, 2024.

FISHBACK DOMINICK

By: _____
City Attorney

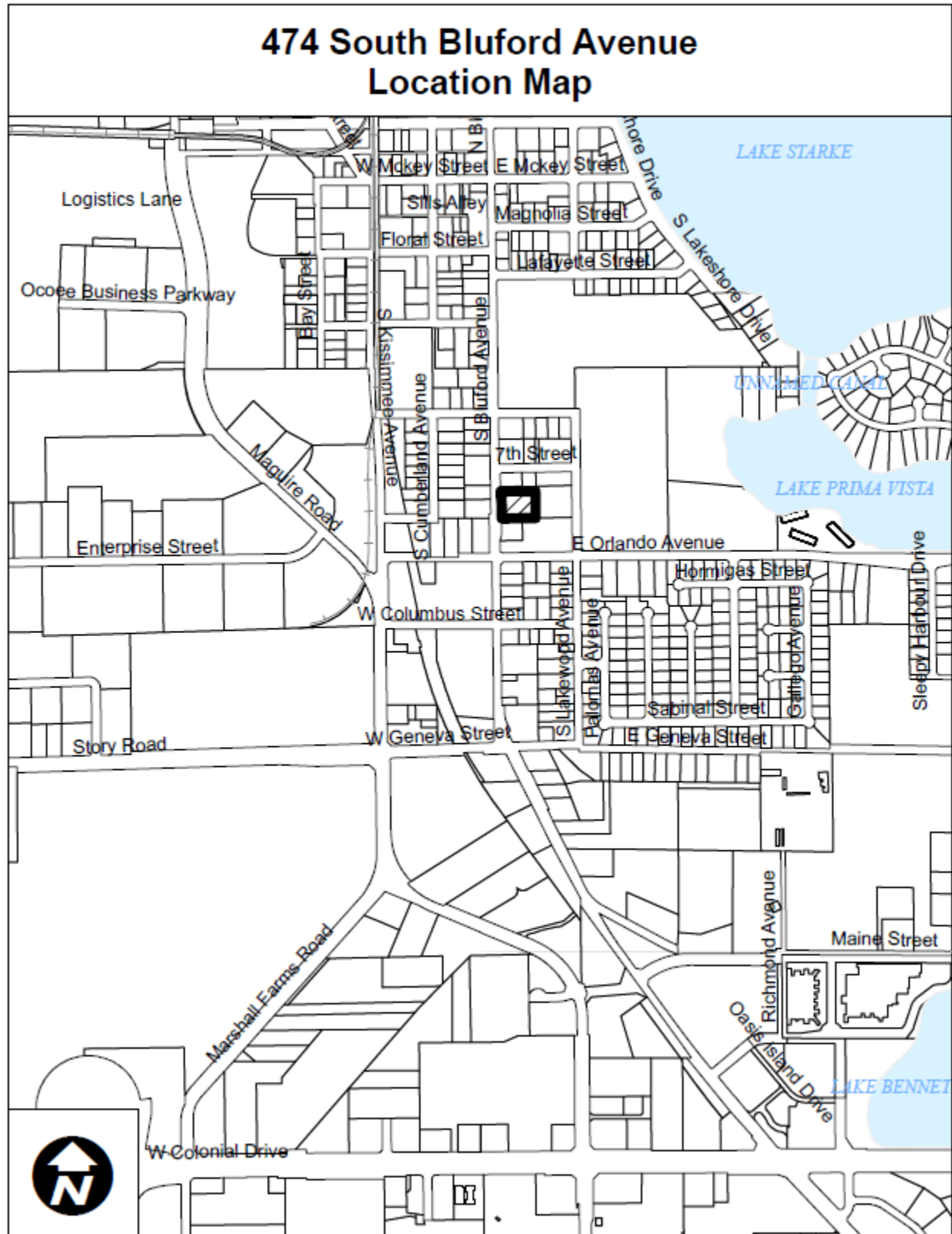
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-6144-04-361

TOWN OF OCOEE A/100 LOTS 35 & 36 (LESS N 30 FT & LESS N 34 FT OF E 88 FT THEREOF) ALL
IN BLK 4 & W 239 FT OF N1/2 OF VACATED R/W LYING ON S PER 9723/3599 & (LESS PT TAKEN
FOR R/W PER 10751/5049 GT14-14131)

EXHIBIT “B”



West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE

NOTICE OF PUBLIC HEARING TO CONSIDER THE

474 S. BLUFORD AVENUE TOWNHOMES

SMALL-SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP

AMENDMENT FROM LOW-DENSITY RESIDENTIAL (LDR) TO MEDIUM-DENSITY RESIDENTIAL (MDR)

CASE NUMBER: CPA-2022-005

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-8 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, APRIL 2, 2024, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low-Density Residential (LDR) to Medium Density Residential (MDR). The property is assigned Parcel ID # 17-22-28-6144-04-361 and consists of approximately 0.94 acres. The property is located on the east side of South Bluford Avenue, beginning approximately 235 feet north of East Orlando Avenue. The applicant proposes to develop a 5-lot single-family attached (fee-simple townhome) residential subdivision.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED; AMENDING THE FUTURE LAND USE MAP OF THE OCOEE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM LOW-DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL FOR CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.94 ACRES LOCATED AT 474 SOUTH BLUFORD AVENUE ON THE EAST SIDE OF SOUTH BLUFORD AVENUE, BEGINNING APPROXIMATELY 235 FEET NORTH OF EAST ORLANDO AVENUE; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY FUTURE LAND USE MAP; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings 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. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.
March 21, 2024 24-00937W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

West Orange Times c/o Business Observer

1970 Main Street

3rd Floor

Sarasota, FL 34236

, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE

NOTICE OF PUBLIC HEARING TO CONSIDER THE

474 S. BLUFORD AVENUE TOWNHOMES

REZONING FROM R-1AA TO PLANNED UNIT DEVELOPMENT (PUD)

CASE NUMBER: RZ-22-12-45

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-9 and 1-10, Article IV, Section 4-5, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, APRIL 2, 2024, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Rezoning from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development District) for the property located at 474 South Bluford Avenue. The property is assigned Parcel ID # 17-22-28-6144-04-361 and consists of approximately 0.94 acres. The property is located on the east side of South Bluford Avenue, beginning approximately 235 feet north of East Orlando Avenue. The applicant proposes to develop a townhome-style multi-family residential use.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM R-1AA (SINGLE FAMILY DWELLING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) ON CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 0.94 ACRES LOCATED AT 474 SOUTH BLUFORD AVENUE ON THE EAST SIDE OF SOUTH BLUFORD AVENUE BEGINNING APPROXIMATELY 235 FEET NORTH OF EAST ORLANDO AVENUE; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings 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. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105. March 21, 2024 24-00938W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.



STAFF REPORT

Meeting Date: April 2, 2024
Item #: 12

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling) to PUD (Planned Unit Development District; Project No.RZ-23-02-02. THIS ITEM IS BEING CONTINUED TO THE APRIL 16TH REGULAR CITY COMMISSION MEETING. (Zoning Manager Whitfield)

Background Summary:

First Reading of Ordinance held on March 5, 2024.

Owner/Applicant: The property is owned by the International Church of the Foursquare Gospel, and the applicant is Geoff Summitt, G L Summitt Engineering, Inc.

Site Location: The property is located in Commission District 4 on the north side of the FCEN Railroad tracks at the terminus of the unimproved Ocoee Vista Parkway right-of-way.

Property Size & Parcel Identification Number: The property consists of four (4) parcels, totaling approximately 37.37 acres, and is assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

Existing Site Conditions: The table below summarizes the existing site characteristics of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Low Density Residential & Conservation	Unclassified & R-1A	Vacant	Karst Features, Type A Soils and Wetlands along the northern half of the property

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	City of Ocoee	Low Density Residential & Conservation	R-1A	Single-family residential in a portion of the northeast and Prairie Lake along the remainder of the north boundary
South	City of Ocoee/County	Low Density Residential & Conservation	City Unclassified & County A-1	Church use & a single-family dwelling
East	City	Low Density Residential	Ocoee R-1A & County A-1	Single-family detached subdivision
West	City	Low Density Residential & Conservation	PUD-MD	Single-family attached (townhome) subdivision

Proposed Development: The applicant is requesting a rezoning from Unclassified District and R-1A (single-family Dwelling) to PUD (Planned Unit Development District). Per the proposed Land Use Plan (LUP), the applicant proposes to develop an 84-lot single-family attached (fee simple townhome) residential subdivision at a proposed density of 3.43 units per acre. The proposed development standards are provided in the LUP, specifically on Sheet 5 Overall Site Plan, including standards for parking, building setbacks, impervious surface area, living area, open space, lot coverage, and parks and recreation. Although four (4) parcels are included in the proposed rezoning, per the proposed LUP, the development of the townhome subdivision will be only on the upland area of parcel number 10-22-28-0000-00-003. This development will not encroach into the wetland areas.

Consistency with Adopted Comprehensive Plan: The proposed PUD zoning classification and accompanying Land Use Plan for the development of single-family attached residential uses is consistent with the current Low Density Residential and Conservation future land use designations. The property is located within the Wekiva Study Area and contains karst features, Type A soils, and areas with three coincident protected features. As such, the property is subject to the requirement to set aside thirty-five percent (35%) open space, or approximately 13.08 acres. The proposed Land Use Plan proposes to preserve 12.87 acres of wetland area and create 8.25 acres of open space tracts for a total open space area of 56.5% (or approximately 21.12 acres). In addition, approximately 2.03 acres will be wet retention areas.

Transportation and Access: Because of the railroad tracks and the wetlands along the north, the site can only be accessed by Ocoee Vista Parkway. Ocoee Vista Parkway currently ends at the Prairie Lake Reserve and Prairie Meadows subdivisions entrances. The City's Ocoee Vista Parkway unimproved right-of-way (ROW) extends to this property's eastern boundary. Development of this proposed subdivision will include the construction (to City standards) of Ocoee Vista Parkway for the length of the unimproved ROW, where the road will then become a private roadway within a private ROW. There will be no vehicular or pedestrian connections or access to Prairie Oaks Court or Prairie Lake Boulevard.

Utilities: The Utilities Department has indicated that water and reclaim water are available for this property. Wastewater treatment capacity is available. However, the applicant must schedule a meeting with the Utilities Department to discuss the point of connection to the sanitary sewer. There is an existing drainage, utility, and sidewalk easement on the Prairie Meadows Subdivision Plat that connects the available manhole in Prairie Meadows to Ocoee Vista Parkway. Engineering for utilities will occur at the time of the final subdivision plan review.

Stormwater: Stormwater management is proposed to be provided on-site, and engineering of the stormwater facilities will be evaluated at the time of the preliminary subdivision plan review.

Schools: Orange County Public Schools (OCPS) has provided a Formal School Capacity Determination Letter indicating that OCPS has the available capacity to accommodate the anticipated student demand from this development. School concurrency will need to be satisfied prior to final subdivision plan approval.

Recreation and Open Space: Per the proposed Land Use Plan, a minimum of 1.3 acres of active and passive recreation area will be provided, such as playgrounds, athletic fields, other play courts, picnic benches, and trails. In addition to the tot lot, the internal sidewalks will be demarcated to show distances to encourage the use of the sidewalks for exercise purposes.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinance for the Rezoning from Unclassified District and R-1A (single-family Dwelling) to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201?

Recommendations:

Development Review Committee (DRC) Recommendation:

The DRC met on Tuesday, January 2, 2024, to consider this proposed rezoning and, finding no issues, made a recommendation of approval of proposed Rezoning from Unclassified District and R-1A to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission heard this item at its February 13, 2024, public hearing. Discussions and public comments were relative to increased traffic on Clarke Road and Ocoee Vista Parkway, school bus stop and safety, access onto A. D. Mims across the railroad tracks, speeding on Clarke Road, noise from the trains on the railroad, natural resources (wetlands and wildlife), medium density of the development, people cutting through Prairie Lake Reserve and Prairie Meadows, trees between the access road and the railroad, fencing between the proposed development and the railroad, improvements on Clarke Road, and maintenance of the conservation area.

Following public comments and discussion, the Planning and Zoning Commission made a recommendation of approval of the proposed Rezoning from Unclassified District and R-1A to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinance for the Rezoning from Unclassified District and R-1A to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

Attachments:

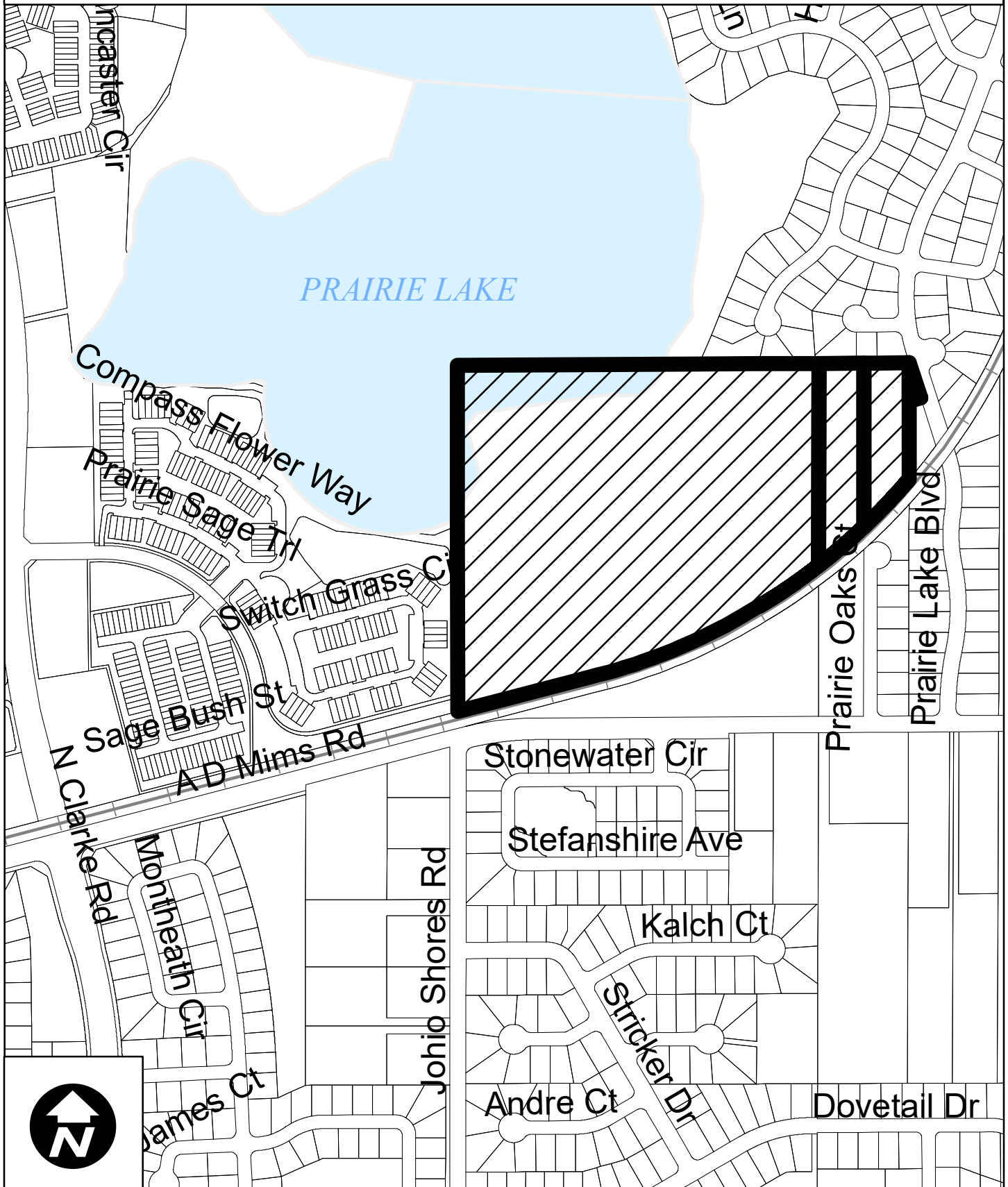
1. Location Map
2. Aerial Map
3. FLU Map
4. Surrounding Zoning Map
5. Gardenia Pointe LUP
6. Rezoning Ordinance - Gardenia Pointe_Updated

Financial Impacts:

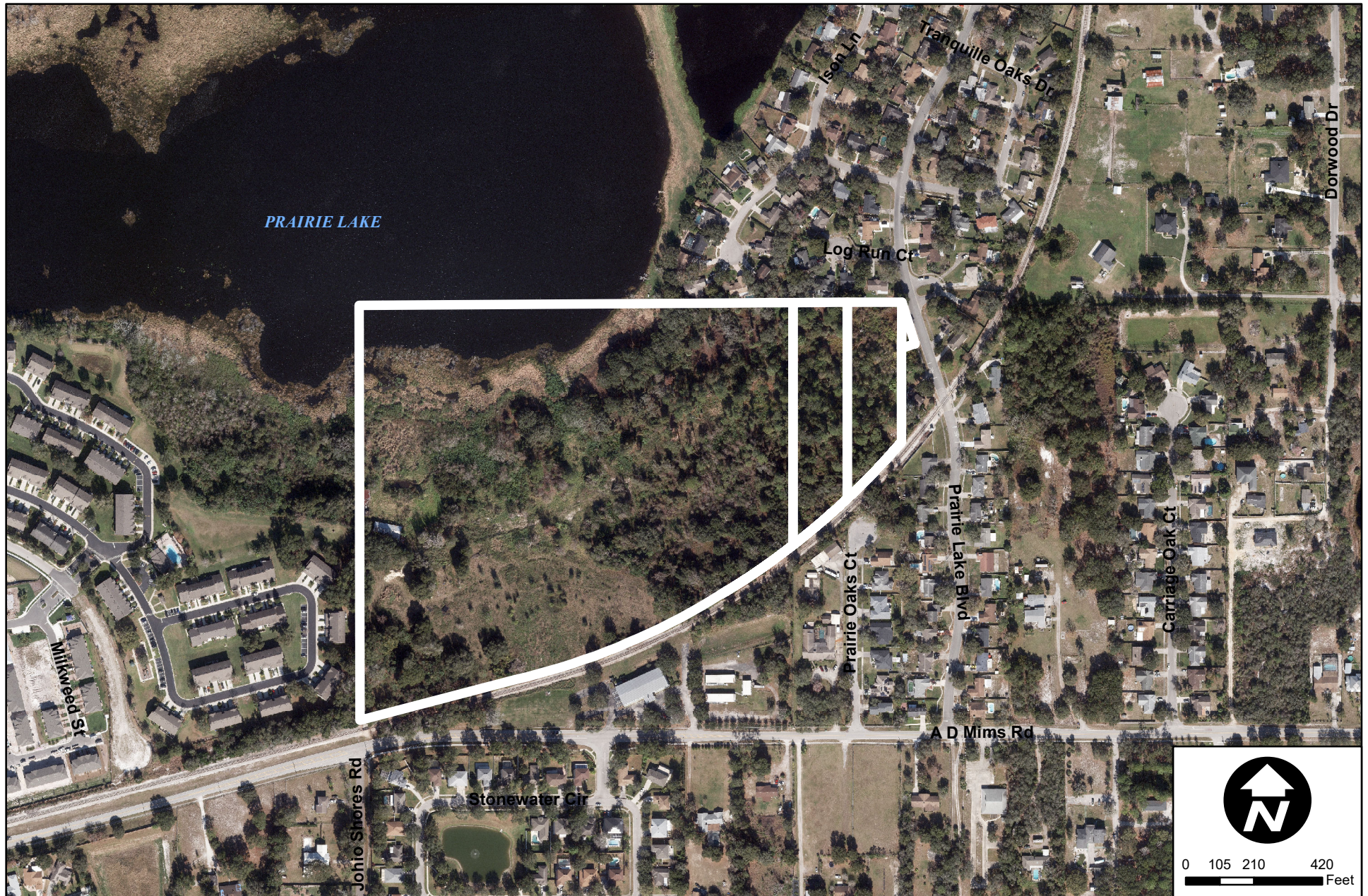
N/A

Type of Item: Second Reading Public Hearing

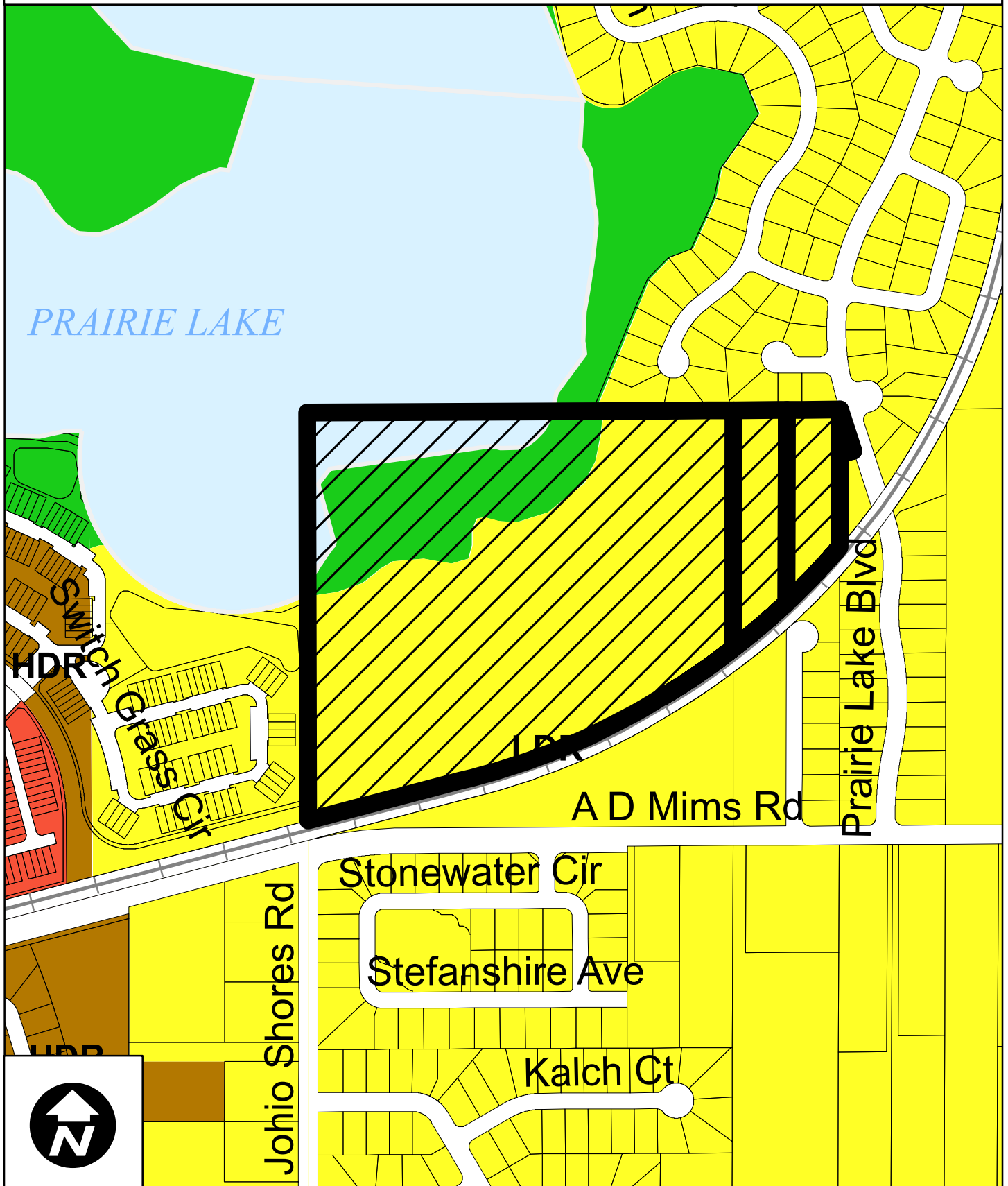
Gardenia Pointe Rezoning Location Map



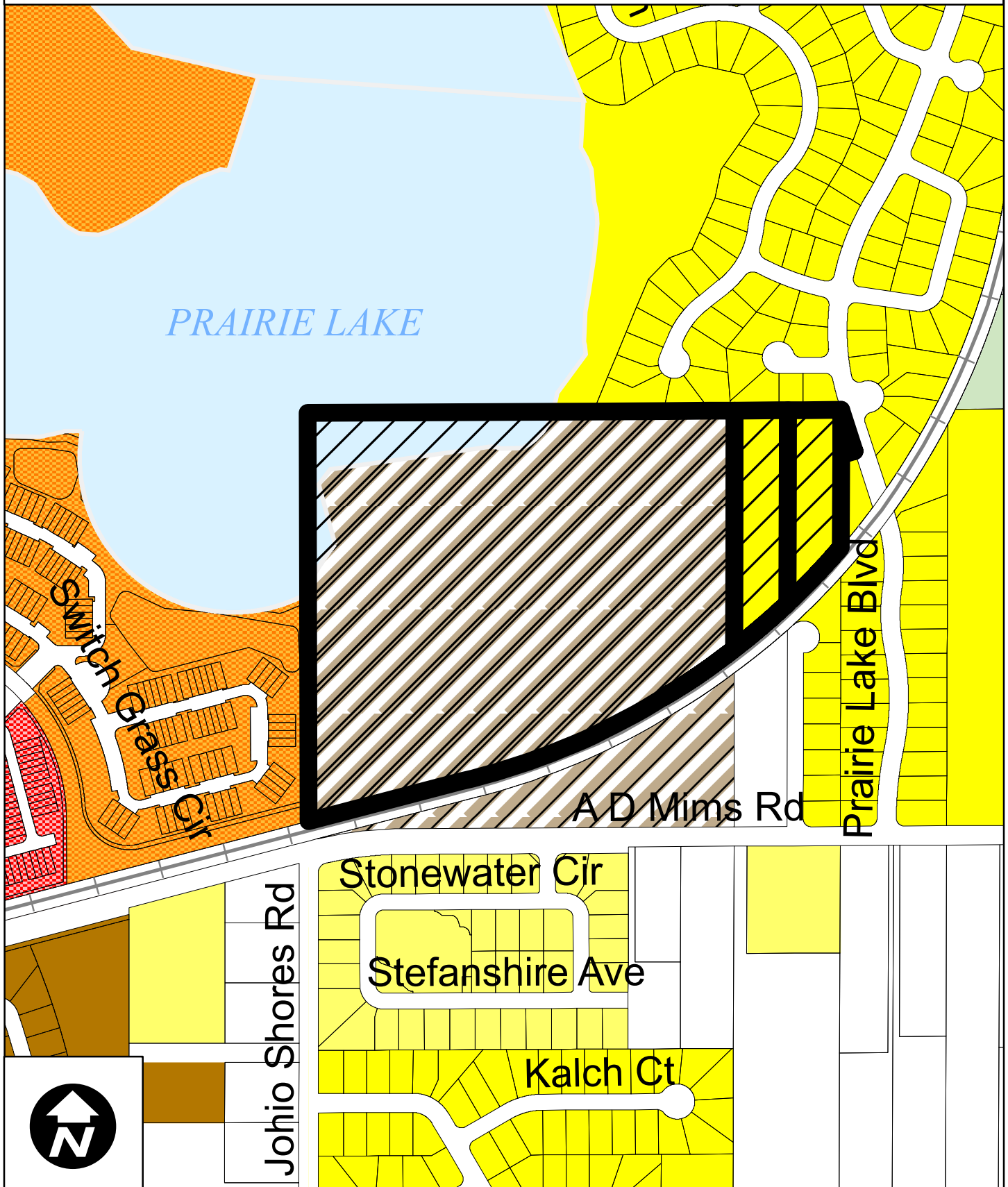
Gardenia Pointe Rezoning 2022 Aerial Map



Gardenia Pointe Rezoning Future Land Use Map



Gardenia Pointe Rezoning Surrounding Zoning Map



Page 283 of 371

ABBREVIATIONS

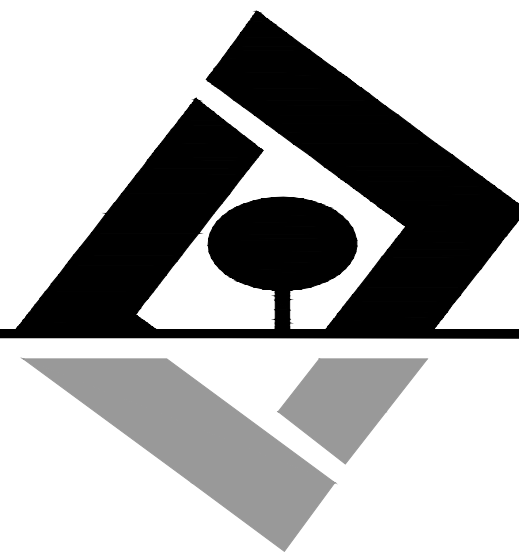
A		F		P	
AREA	ANCHOR BOLT	FRAME AND COVER		POINT OF CURVATURE	
ABANDONED	FOUNDATION	FLOOR DRAIN		POINT OF COMPOUND CURVATURE	
ACRE(S)	FINISHED FLOOR	FDN		POLYETHYLENE PIPE	
ACRE FOOT/FEET	FINISHED GRADE	FDOT		PROFILE GRADE POINT	
ADDITIONAL	FIRE HYDRANT	FF		POINT OF INTERSECTION	
ADT	FURNISH AND INSTALL	FG		PROPERTY LINE	
ALUMINUM	FIGURE	FH		POINT OF BEGINNING	
ALTERNATE	FINISHED	FIL		PUSH ON JOINT	
AM	FITTING	FIN		POWER ROLL	
AMPERE(S)	FENCE LINE	FIT		PHONE RISER	
APPROX	FLOOR	FL		POINT OF REVERSE CURVATURE	
ARV	FLEXIBLE	FLR		PRESSURE	
ASPH	FLANGE	FLX		PROJECT	
ASSY	FORCE MAIN	FM		PROPOSED	
AVE	FOUND	FLG		POINT OF REVERSE VERTICAL CURVE	
AVERAGE	FEET PER HOUR	FND		POUNDS PER SQUARE FOOT	
AZIMUTH	FEET PER MINUTE	FPH		POUNDS PER SQUARE INCH	
	FEET PER SECOND	FPM		POINT OF TANGENCY	
	FEET/FOOT	FPS		POLYVINYL CHLORIDE	
		FT		PAVEMENT	
		FTG		POWER	
B		G		Q	
BACKFLOW PREVENTER		GA		FLOW RATE	
BL	BASELINE	GAL		RADIUS	
BLDG	BUILDING	GALV		REINFORCED CONCRETE PIPE	
BLVD	BOULEVARD	GAS		REINFORCED CONCRETE PIPE ARCH	
BM	BENCH MARK	GM		ROAD	
BND	BOUNDARY	GPD		ROADWAY	
BO	BLOWOFF	GPH		REDUCER	
BOC	BACK OF CURB	GPM		REFERENCE	
BOT	BOTTOM	GPS		REINFORCE(D)	
BRG	BEARING	GR		REQUIRED	
BS	BOTTOM OF SLOPE	GRD		REVISE/REVISION	
BV	BUTTERFLY VALVE	GSP		REVOLUTIONS PER MINUTE	
		GV		RR	
		GV&B		RIGHT	
		GW		RELIEF VALVE	
		GWT		RIGHT-OF-WAY	
				REUSE WATER MAIN	
C		H		S	
CAPACITY		HDPE		SOUTH	
CB	CATCH BASIN	HDW		SANITARY SEWER	
CC	CENTER TO CENTER	HORIZ		SPLASH BLOCK	
CEM	CEMENT	HP		SCHEDULE	
CF	CUBIC FEET	HR		SIDE DRAIN	
CFM	CUBIC FEET PER MINUTE	HT		SHELF DRAIN	
CFS	CUBIC FEET PER SECOND	HW		SOUTHEAST	
C&G	CAST AND GUTTER	HWL		SECONDS	
CI	CAST IRON PIPE	HWY		SECTION	
CIP	CONSTRUCTION JOINT	HYD		SHEET	
CJ	CENTER LINE			SEASONAL HIGH GROUND WATER TABLE	
CLP	CONCRETE LIGHT POLE			SIMILAR	
CLR	CLEAR/CLEARANCE			SITBACK LINE	
CLS	CLASS			SLOPE	
CM	CONCRETE MONUMENT			SHEET METAL	
CMP	CORRUGATED METAL PIPE			SPECIFICATION(S)	
CMPA	CORRUGATED METAL PIPE ARCH			SQUARE	
CND	CONDUIT			SQUARE INCH(ES)	
CO	COUNTY			SQUARE FOOT/FEET	
COL	COLUMN			SQUARE YARD(S)	
COMP	COMPLETE			STATE ROAD	
CONC	CONCRETE			STAINLESS STEEL	
CONN	CONNECTION			STREET	
CONST	CONSTRUCT(ION)			STATION	
CONT	CONTINUOUS			STD	
COORD	COORDINATE(S)			STEEL	
COR	CORNER			STRUCTURE	
CPLG	COUPLING			STORM SEWER	
CP	CONCRETE POWER POLE			SUP	
CS	CONTROL STRUCTURE			SUSP	
CTG	COATING			SUSPEND/SUSPENSION	
CTR	CENTER			SERVICE	
CTV	CABLE TELEVISION			SOUTHWEST	
CULV	CULVERT			SIDEWALK	
CY	CUBIC YARD			SYMBOL(S)	
CYL	CYLINDER			SYMMETRICAL	
				SYSTEM	
D		L		T	
DOUBLE		LENGTH		TANGENT	
DEG OR °	DEGREE	LATITUDE		TURBLOCK	
DEFL	DEFLECTION(ION)	LATL		TOP AND BOTTOM	
DEPT	DEPARTMENT	LB		TEMPORARY BENCH MARK	
DET	DETAIL	LG		TIME OF CONCENTRATION	
DHWL	DESIGN HIGH WATER LEVEL	LONG		TRENCH DRAIN	
D1	DUCTILE IRON	LIM		TOTAL DYNAMIC HEAD	
DIA	DIAMETER	LP		TECHNICIAN/TECHNICAL	
DIAG	DIAGONAL	LONG		TEMPORARY	
DIM	DIMENSION	LT		TERMINAL LAMPHOLE	
DIP	DUCTILE IRON PIPE	LWL		TOP OF BANK	
DISCH	DISCHARGE			TOP OF CURB	
DIST	DISTANCE			TOE OF SLOPE	
DMH	DROP MANHOLE			TOTAL	
DN	DOWN			TOP OF SLOPE	
DRN	DRAIN			TOWNSHIP	
DWG	DRAWING			TYPICAL	
DWY	DRIVEWAY				
E		M		U	
EAST		MAINTENANCE		UNDERDRAIN	
EA	EACH	MATL		UNDERGROUND	
EC	EDGE OF CONCRETE	MAX		UNLESS OTHERWISE NOTED	
ED	ENERGY DISSIPATOR	MECH		UNDERGROUND TELEPHONE CABLE	
EF	EACH FACE	MEX			
EFF	EFFLUENT	MFR			
EG	EXISTING GRADE	MGD			
E/L	EASEMENT LINE	MH			
ELB	ELBOW	MHC			
ELEC	ELECTRIC	MHWL			
ELEV	ELEVATION	MIL			
ELLIP	ELLIPSE/ELLIPTICAL	MISC			
ENC	ENCASEMENT	MJ			
ENG	ENGINEERING(S)	MLP			
EOP	EDGE OF PAVEMENT	MLWL			
EQ	EQUAL/EQUATION	MON			
EQUIP	EQUIPMENT	MPH			
EQUIV	EQUIVALENT	MSL			
ESMT	EASEMENT	MTG			
EST	ESTIMATE				
EW	EACH WAY				
EWL	ENDWALL				
EXC	EXCAVATE/EXCAVATION				
EXIST	EXISTING				
EXP	EXPAND/EXPANSION				
EXT	EXTEND/EXTENSION				

EXISTING SYMBOLS

LINES			
CENTER LINE		BUILDING LINE	
WIRE FENCE		CONTOURS	
CHAIN LINK FENCE		RAILROAD TRACKS	
WOOD FENCE		GAS MAIN	
GUARDRAIL		UNDERGROUND ELECTRIC	
EXISTING PLATS		UNDERGROUND TELEPHONE	
RETAINING WALL		OVERHEAD ELECTRIC	
RIGHT-OF-WAY LINE		OVERHEAD TELEPHONE	
SHORELINE		UNDERGROUND CABLE TELEVISION	
SWALE		EASEMENT	
SANITARY			
SANITARY SEWER LINE		FORCE MAIN	
CLEANOUT		MANHOLE	
WATER & REUSE WATER			
WATER MAIN 6" PVC PIPE		WATER VALVE	
REUSE WATER MAIN		FIRE HYDRANT	
BACKFLOW PREVENTOR		WATER METER	
STORM DRAIN			
STORM SEWER		FDOT TYPE 1 INLET	
MANHOLE		FDOT TYPE 2 INLET	
MITERED END		FDOT TYPE 3 INLET	
STORM INLET		FDOT TYPE 4 INLET	
FDOT TYPE 6 INLET		FDOT TYPE 5 INLET	
HIGHWAY & UTILITIES			
BENCHMARK		GUY POLE	
RECOVERED 4x4 CM		WOOD UTILITY POLE	
SET 4x4 CM		CONCRETE UTILITY POLE	
SET IRON ROD		ELECTRIC MANHOLE	
RECOVERED IRON ROD		TELEPHONE MANHOLE	
CONCRETE		TELEPHONE RISER	
COUNTY ROADS		ELECTRIC BOX / TRANSFORMER	
INTERSTATE ROADS		WELL	
STATE ROADS		MONITORING WELL	
WOOD AND/OR METAL LIGHT POLE		DUMPSTER	
CONCRETE LIGHT POLE		RR CROSSING SIGN	
YARD LIGHT		RR CROSSING GATE	
MISCELLANEOUS SIGN		TRAFFIC SIGNAL POLE	
SECTION CORNER		SATALLITE DISH	
EDGE OF PAVEMENT W/O CURB		GUY WIRE	
EDGE OF PAVEMENT W/CURB		HANDICAP PARKING	
		SPOT ELEVATION	

PROPOSED SYMBOLS

LINES		STORM DRAIN	
BOUNDARY		100 LF STS 24 RCP @ 0.20%	
CONSERVATION SETBACK		UNDERDRAIN 6" PVC PIPE	
CENTER LINE		DRAINAGE FLOW DIRECTION	
CHAIN LINK FENCE		FDOT INLET TYPE 1	
CONTOUR		FDOT INLET TYPE 2	
EASEMENT		FDOT INLET TYPE 3	
FENCE		FDOT INLET TYPE 4	
GUARDRAIL		FDOT INLET TYPE 5	
LOT LINE		FDOT INLET TYPE 6	
PROPERTY LINE		MANHOLE	
RETAINING WALL		MITERED END SECTION	
RIGHT-OF-WAY LINE		SLOPE DIRECTION ARROW FOR POND SIDE SLOPE	
SETBACK LINE		SPOT ELEVATION	
SHORELINE		STORM INLET	
SWALE			
TREE LINE			
SANITARY			
100 LF SAN 8 PVC 0.40%		100 LINEAR FEET SANITARY 8" PVC PIPE @ 0.40% SLOPE	
CLEANOUT		CLEANOUT	
DOUBLE SANITARY SERVICE		DOUBLE SANITARY SERVICE	
FORCE MAIN		FORCE MAIN	
MANHOLE		MANHOLE	
WATER & REUSE WATER			
WATER MAIN		11 1/2° BEND	
22 1/2° BEND		45° BEND	
90° BEND		TEE	
CROSS		CHECK VALVE	
DOUBLE DETECTOR CHECK VALVE		DOUBLE DETECTOR CHECK VALVE	
DOUBLE WATER SERVICE		DOUBLE WATER SERVICE	
GATE VALVE		FIRE HYDRANT	
METER		METER	
REDUCER		REDUCER	
BLOWOFF		BLOWOFF	
BACKFLOW PREVENTER		BACKFLOW PREVENTER	
SAMPLE POINT		SAMPLE POINT	
UNDERDRAIN CEANOUT		UNDERDRAIN CEANOUT	
RECLAIMED WATER MAIN		RECLAIMED WATER MAIN	
REUSE WATER SYSTEM CONNECTION		REUSE WATER SYSTEM CONNECTION	
DOUBLE REUSE WATER SERVICE		DOUBLE REUSE WATER SERVICE	



G L SUMMITT
ENGINEERING INC

Office: Lake Mary
3667 Simonton Place
Lake Mary, Florida 32746
phone: 407-323-0705
fax: 407-992-8650

www.GLSeng.com

PMDW Ventures, LLC

6 Ambrose Lane

South Barrington, IL 60010

Gardenia Pointe
Townhomes
City of Ocoee, Florida

Planned Development
Master Plan

Symbols &
Abbreviations

Plans not valid unless Signed,
Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
Date: November 20, 2023
FL Registration #58775
Certificate of Authorization #29665

Revisions

NO.	DATE	DESCRIPTION
1	01/04/23	Initial Release
2	08/14/23	Response To Comments
3	11/20/23	Response To Comments
4		
5		
6		
7		
8		
9		
10		

SHEET NUMBER

2 OF 11

Description (per Doc # 20160351579 and ORB 7421, PG 615):

That portion of the West Half of the Southwest quarter of the Northwest Quarter of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the A.C.L. Railroad right-of-way,
and
That portion of the East Half of the Southwest Quarter of the Northwest Quarter of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the A.C.L. Railroad right-of-way.

Parcel 1:
The East 1/2 of the West 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the SCL Railroad.

Parcel 2:
That part of lot 120, FOREST OAKS UNIT 1, according to the plat thereof, as recorded in Plat Book 12, Page 84, for the Public Records of Orange County, Florida, described as follows: BEGINNING at the North corner of said Lot 120 on the West right-of-way of Prairie Lake Boulevard (the "POINT OF BEGINNING"), thence run South 18° 07' 47" East along said West, at the right angles to the West line of said Lot 120; thence run North 00° 13' 06" East along the West line of said Lot 120, a distance of 142.33 feet to the POINT OF BEGINNING.

Parcel 3:
The West 1/8 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the SCL Railroad.

C/C = CALCULATED	(P) = PLAT
CONC = CONCRETE	PB = FLAT BOOK
GEN = GENTLENE	PC = POINT OF CURVATURE
CM = CONCRETE MONUMENT	PCP = PERMANENT CONTROL POINT
(D) = DEED	PRC = POINT OF REVERSE CURVATURE
FD = FOUND	PT = POINT OF TANGENCY
ID = IDENTIFICATION	R/W = RIGHT OF WAY
IR = IRON PIPE	UE = UTILITY EASEMENT
LB = LICENSED BUSINESS	AC = AIR CONDITIONER
(M) = MEASURED	EJB = ELECTRIC JUNCTION BOX
ORB = OFFICIAL RECORD BOOK	PP = POWER POLE
PG = PAGE	WM = WATER METER
ND = NAL AND DISK	CTR = CABLE TV RISER
PER = PERMANENT REFERENCE MONUMENT	CO = CLEAN OUT
FF = FINISHED FLOOR	WM = WATER VALVE
ELEV = ELEVATION	HL = OVERHEAD LINE
APR = APPROXIMATE	LP = LIQUID POLE
RCP = REINFORCED CONCRETE PIPE	BFL = BACK FLOW PREVENTER
CVP = CORRUGATED PLASTIC PIPE	EM = ELECTRIC METER
VCP = VITRIFIED CLAY PIPE	C/A = COVERED AREA
PLV = POLY-VINYL CHLORIDE	TEMP = TEMPORARY MONUMENT
POB = POINT OF BEGINNING	CCR = CERTIFIED CORNER OF RECORD
POC = POINT OF COMMENCEMENT	CATV = CABLE TELEVISION RISER

■ CONC MONUMENT	FR TRANSFORMER BOX
● TYPE AS INDICATED	W WATER METER
● CONTROL POINT	S TRAFFIC SIGNAL BOX
● TYPE AS INDICATED	E ELECTRIC BOX
● BENCHMARK	T TELEPHONE BOX
● TYPE AND ELEVATION	☼ LIGHT POLE
● AS INDICATED	U UTILITY POLE
(S) SANITARY SEWER MANHOLE	↓ GUY WIRE
(D) DRAINAGE MANHOLE	☼ FIRE CONNECTION
(MH) MANHOLE	☒ CLEAN OUT
OH ————— OVERHEAD LINE	— SIGN
AT ————— AT&T LINE	
CTV ————— CABLE TV LINE	
EL ————— ELECTRIC LINE	
FO ————— FIBER OPTIC LINE	
GA ————— GAS	
GL ————— GLASS LINE	
UTL ————— UTILITY LINE	
W ————— WATER LINE	
SS ————— SEWER LINE	
— CHAIN LINK FENCE	
— WIRE FENCE	
— X ————— WOOD FENCE	

— THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE OPINION. THERE MAY EXIST MATTERS ON RECORD AFFECTING THE SUBJECT PROPERTY.

- BEARINGS BASED ON THE SOUTH LINE OF THE NW 1/4 OF SECTION 10, T22S, R28E AS BEING N 89°41'16" W (AN ASSUMED DATUM PER GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983, AS DERIVED FROM A PRIVATE NETWORK SOLUTION).

- NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.

— ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED UNLESS NOTED OTHERWISE.

– SYMBOLS ARE NOT TO SCALE.

— THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF FENCES.

— FENCES ARE GRAPHICAL IN NATURE AND NOT TO SCALE. FENCE TIES ARE AS SHOWN HEREON.

- ELEVATIONS SHOWN HEREON ARE BASED UPON AND MATCHED TO ORANGE COUNTY BENCHMARK DESIGNATION S-766021, HAVING A PUBLISHED ELEVATION OF 124.908, NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD 88).

— SITE BENCHMARKS ARE AS SHOWN.

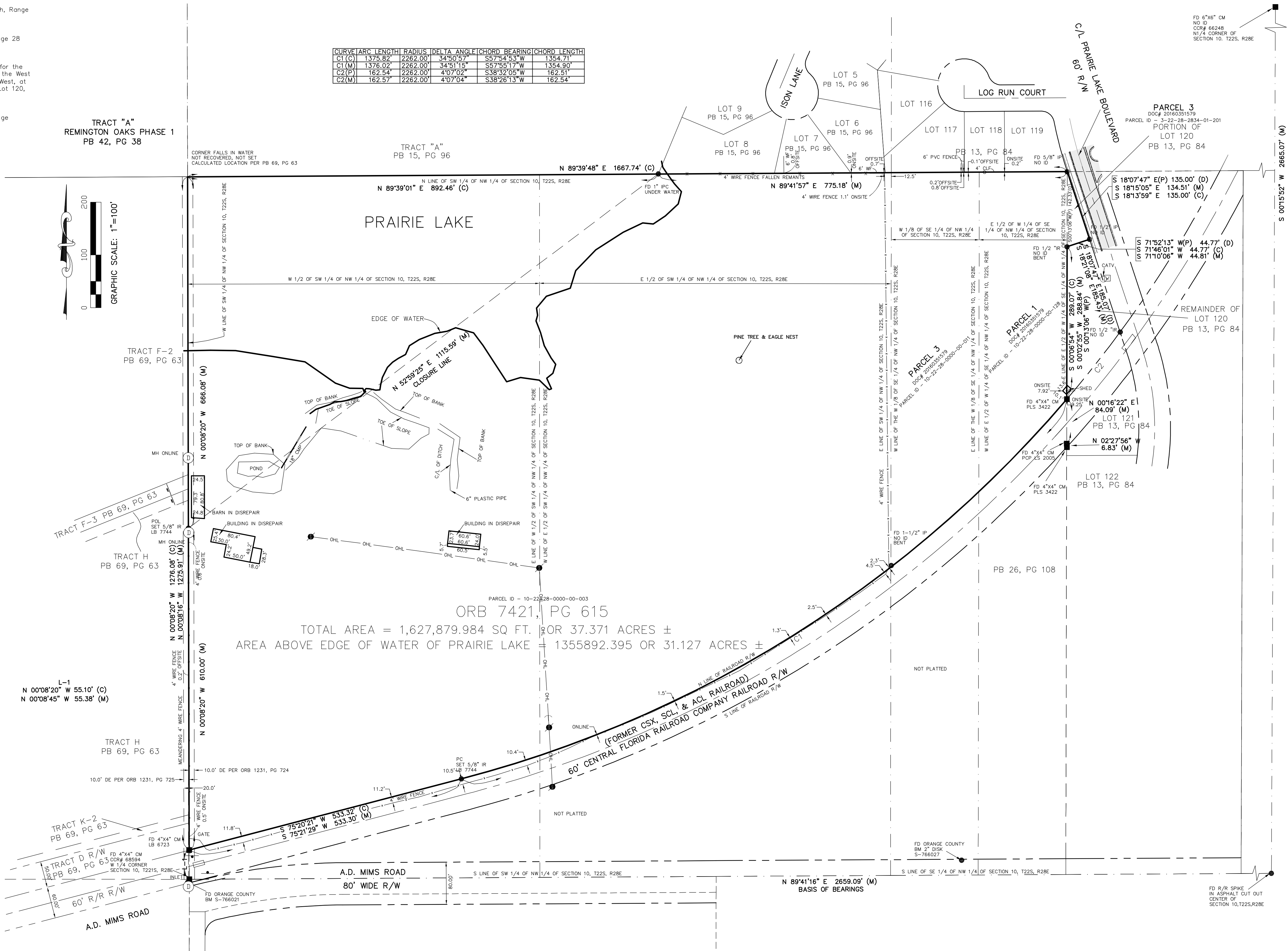
- BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 12095C0210F HAVING A REVISION DATE OF SEPTEMBER 25, 2009, THE PROPERTY SHOWN HEREON LIES IN UNSHADED ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND FLOOD ZONE AE HAVING A BASE FLOOD ELEVATION OF 84.9

- NO JURISDICTIONAL WETLANDS OR ENVIRONMENTAL AREAS HAVE BEEN LOCATED AS A PART OF THIS SURVEY. THERE MAY EXIST WETLANDS OR ENVIRONMENTAL AREAS AND THE SURVEYOR MAKES NO DETERMINATION OF SUCH.

- THIS SURVEY DOES NOT DETERMINE THE "ORDINARY HIGH WATER LINE: OR THE "MEAN HIGH WATER LINE". THE STATE OF FLORIDA MAY OWN OR CLAIM THE OWNERSHIP OF THOSE LANDS LYING BELOW THE "ORDINARY HIGH WATERLINE" OR THE "MEAN HIGH WATER LINE" OR WITHIN ANY WETLAND LIMITS.

- THE SCALE FOR THE MAP/DRAWING SHOWN HEREON IS 1"=100' AND IS INTENDED TO BE DISPLAYED ON A 24"x36" SIZED SHEET. ANY OTHER SHEET SIZE WILL ALTER THE SCALE OF THE DRAWING. COPIES AND REPRODUCTIONS MADE FROM PRINTS WILL/MAY ALTER THE SCALE OF THE DRAWING AS WELL.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1(C)	1375.82'	2262.00'	34°50'57"	S57°54'53"W	1354.71'
C1(M)	1376.02'	2262.00'	34°51'15"	S57°55'17"W	1354.90'
C2(P)	162.54'	2262.00'	4°07'02"	S38°32'05"W	162.51'
C2(M)	162.57'	2262.00'	4°07'04"	S38°26'13"W	162.54'



Surveyors Certification:

I hereby certify that this survey shown hereon was made in accordance with the "Standards of Practice" for land surveying in the State of Florida Chapter 5J-17-.050 to .052 Florida Administrative Code, pursuant to Chapters 17J and 472, Florida Statutes and unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

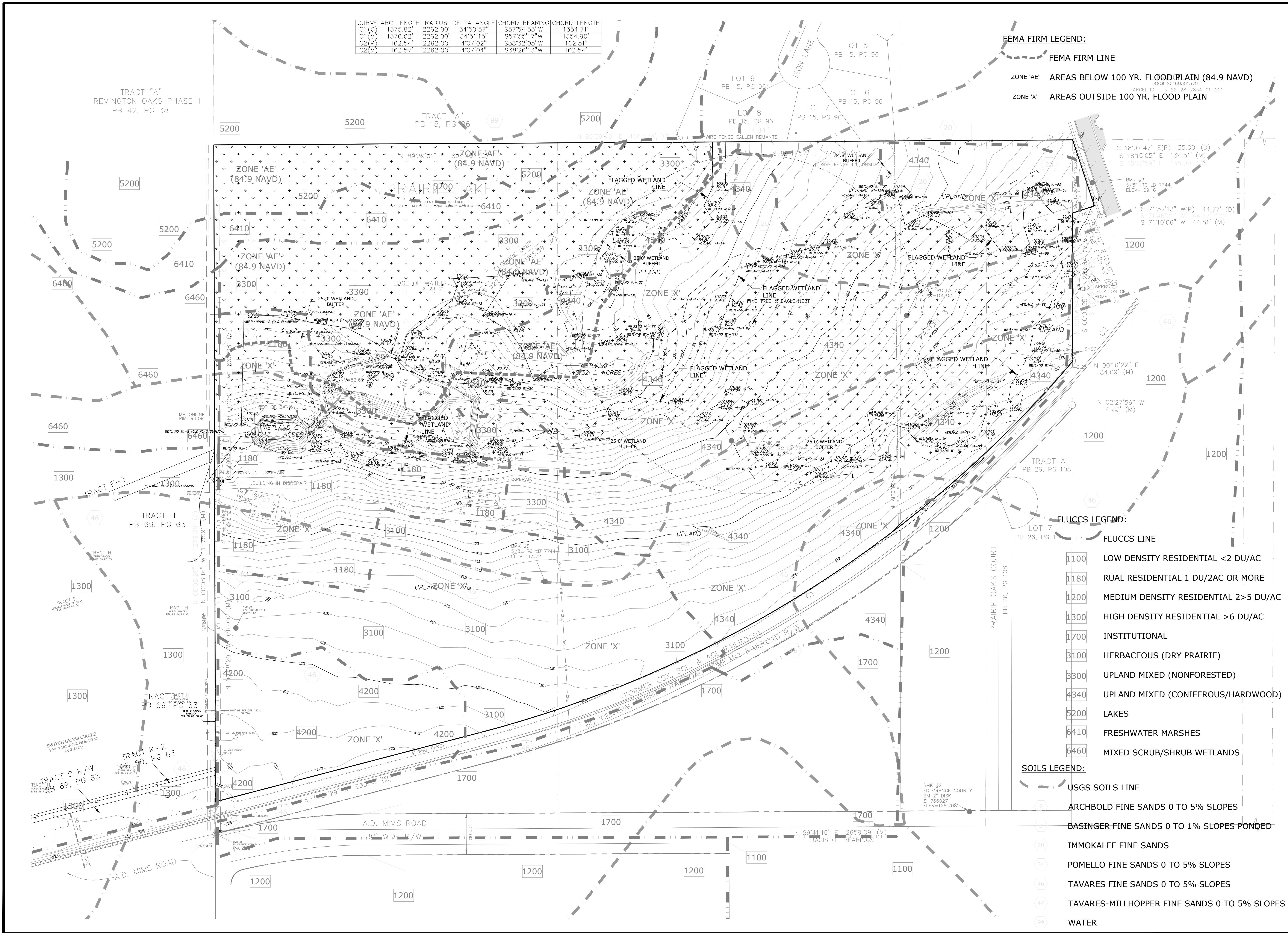
Ralph A. Nieto PSM No. 6025

Print Date

ARED, FOR:
INTERNATIONAL CHURCH OF THE
FOURSQUARE GOSPEL
2200 A D MIMS ROAD, OCOEE, FL 34761

FIELD BY: DW/SS	DATE: X/X/X
DRAWN BY: BPS	ORDER NO.: NW21-114
SCALE: 1"=100'	SHEET: 1 OF 1

Nieto-Whittaker Surveying LLC
38 N. Ronald Reagan Blvd., Longwood, FL 32750
PH: (407) 636-8460 FAX: (407) 636-8461
LB No. 7744



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
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FEMA FIRM LEGEND:

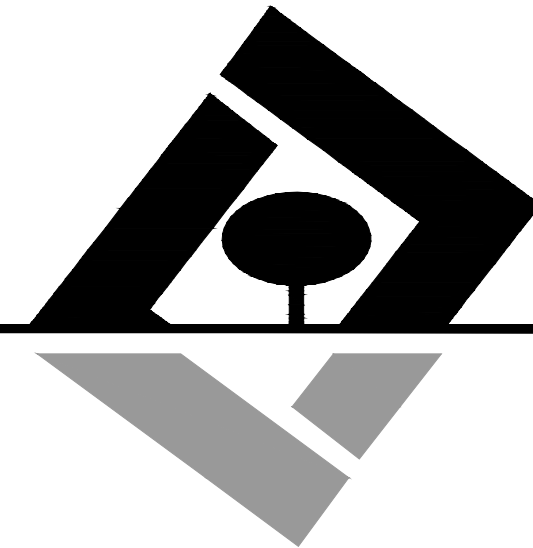
- FEMA FIRM LINE
- ZONE 'AE' AREAS BELOW 100 YR. FLOOD PLAIN (84.9 NAVD)
- ZONE 'X' AREAS OUTSIDE 100 YR. FLOOD PLAIN

FLUCCS LEGEND:

- FLUCCS LINE
- 1100 LOW DENSITY RESIDENTIAL <2 DU/AC
- 1180 RUAL RESIDENTIAL 1 DU/2AC OR MORE
- 1200 MEDIUM DENSITY RESIDENTIAL 2>5 DU/AC
- 1300 HIGH DENSITY RESIDENTIAL >6 DU/AC
- 1700 INSTITUTIONAL
- 3100 HERBACEOUS (DRY PRAIRIE)
- 3300 UPLAND MIXED (NONFORESTED)
- 4340 UPLAND MIXED (CONIFEROUS/HARDWOOD)
- 5200 LAKES
- 6410 FRESHWATER MARSHES
- 6460 MIXED SCRUB/SHRUB WETLANDS

SOILS LEGEND:

- USGS SOILS LINE
- ARCHBOLD FINE SANDS 0 TO 5% SLOPES
- BASINGER FINE SANDS 0 TO 1% SLOPES PONDED
- IMMOKALEE FINE SANDS
- POMELLO FINE SANDS 0 TO 5% SLOPES
- TAVARES FINE SANDS 0 TO 5% SLOPES
- TAVARES-MILLHOPPER FINE SANDS 0 TO 5% SLOPES
- WATER



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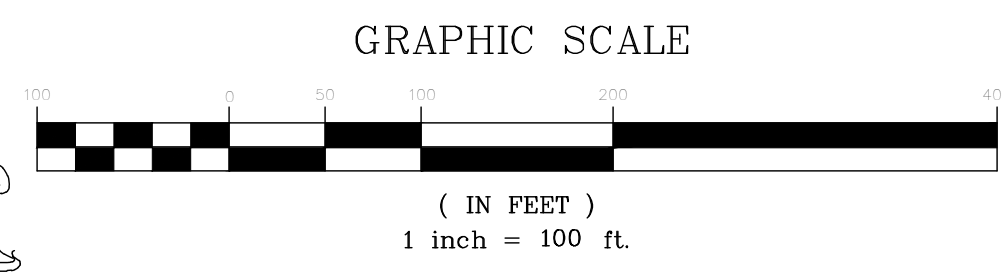
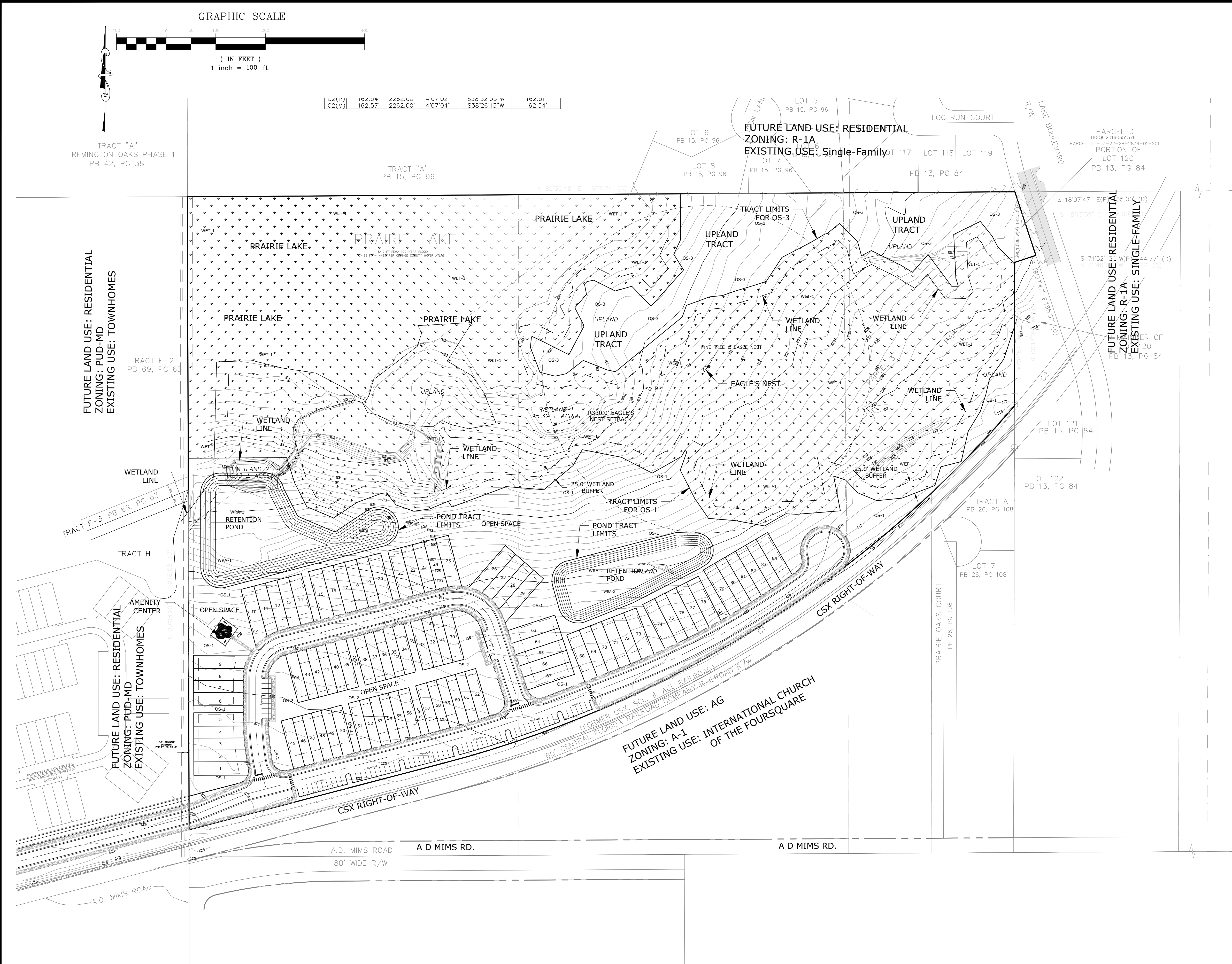
Existing
Cndtions

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GEOFFREY L. SUMMITT, P.E.
Date: November 20, 2023
FL Registration #58775
Certificate of Authorization #29665

Revisions		
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SHEET NUMBER
4 OF 11



102.37'	2262.00'	407.04'	538.26'13" W	102.37'
C2(M)	162.57'	2262.00'	407.04'	162.54'

FUTURE LAND USE: AG
ZONING: A-1
EXISTING USE: INTERNATIONAL CHURCH OF THE FOURSQUARE

FUTURE LAND USE: RESIDENTIAL
ZONING: R-1A
EXISTING USE: Single-Family

PARCEL 3
DOC# 20160301579
PARCEL ID # 5-22-26-2634-01-201
PORTION OF LOT 120
PB 13, PG 84

TRACT TABLE

TRACT LABEL	TRACT TYPE	Area (Ac.)	TRACT DEDICATED TO	EASEMENT DEDICATED TO
RW-1	Rights-of-Way	3.17	HOA	
OS-1	Open Space Area	4.84	HOA	
OS-2	Open Space Area	0.78	HOA	
OS-3	Open Space Area	2.93	HOA	
WET-1	Wetland/Water/Buffer	19.38	HOA	City of Ocoee/SJRWMD
WRA-1	Dry Retention Pond	1.25	HOA	City of Ocoee
WRA-2	Dry Retention Pond	0.78	HOA	City of Ocoee

SITE DATA:

Parcel I.D. #:	09-22-26-1100-0580-0001; 0000
Property FLU:	Low Density Residential
Property Zoning:	A (existing), PD (proposed)
Gross Land Area:	37.37 acres
Wetland Area:	12.87 acres
Prairie Lake:	6.51 acres
Gross Developable Area:	24.50 acres
Net Developable Area:	24.50 acres
Stormwater Management Area:	2.03 acres
Right-of-Way Area:	3.18 acres
Offsite Right-of-Way Dedication:	0.00 acres
Public Open Space Tracts:	8.25 acres
Proposed Residential Units:	84 Single-Family Attached Lots
Net Residential Density:	3.43 dwelling units/Net Developable Acre

Minimum Living Area:	1,400 sqft. (Heated/cooled space)
Maximum Building Height:	Two Stories, 35'
Minimum Lot Width:	20' (Internal Block); 24' (External Block)
Minimum Lot Depth:	N/A
Minimum Lot Size:	2,000 (Attached)
Maximum Lot Coverage:	80%
Minimum Open Space %:	25%

Setbacks:

20' Internal Block Lots:	
Front:	25'
Side:	0.0' (Interior); 3.0' (End-Unit)
Rear:	17'
Rear Porch:	7.5'
24' External Block Lots:	
Front:	20'
Side:	0.0' (Interior); 3.0' (End-Unit)
Rear:	17'
Rear Porch:	7.5'

Open Space Requirements:

Open Space Required:	24.50ac. * .25 = 6.13 acres (required)
Open Space Provided:	
Tract OS-1:	4.54 acres
Tract OS-2:	.78 acres
Tract OS-3:	2.93 acres
Tract WRA-1:	1.25 acres
Tract WRA-2:	0.78 acres
Total:	10.28 acres (6.13 required)

Major Street Setbacks:

CSX Railway.	25' (setback from right-of-way line)
--------------	--------------------------------------

Additional Notes:

- Billboards and pole signs shall be prohibited.
- There is no proposed 100 yr. Flood Plain encroachment and the property is in Zone 'X' & 'AE' areas inside/outside of the 100 yr. flood plain.
- A Homeowner's Association will be created for maintenance and ownership of common area tracts as reflected in the tract table.
- Fire Protection will be provided by City of Ocoee in accordance with the 2018 Florida Fire Prevention Code.
- The project will be constructed in a single phase.
- All units will be sprinkled for fire protection purposes.
- A Minimum of 1.3 acres of active and passive recreation (i.e. playgrounds, athletic fields, other play courts, picnic benches, trails, etc.).
- In addition to the tot lots the internal sidewalks will be demarcated to show distance to encourage use for exercise.

Off-Street Parking:

Required Parking:	
2.0 spaces per Unit (for Single-Family Detached):	(84 units x 2.0 spaces/unit) = 168
Total Required Parking:	168
Provided Parking:	
Guest Parking:	70 spaces
Units with 1-Space Garage:	33 spaces
Units with 2-Space Garage:	51 spaces
Driveway Parking Space:	84 spaces
Total Parking Provided:	289 spaces

Phasing:

This project is to be developed in one phases.

Traffic:

Single-Family Residential:	84 d.u. * 9.57 trip/d.u. = 804 A.D.T.
----------------------------	---------------------------------------

Stormwater Management:

The project will meet the requirements of City of Ocoee Land Development Code and the St. Johns River Water Management District.

School Age Population:

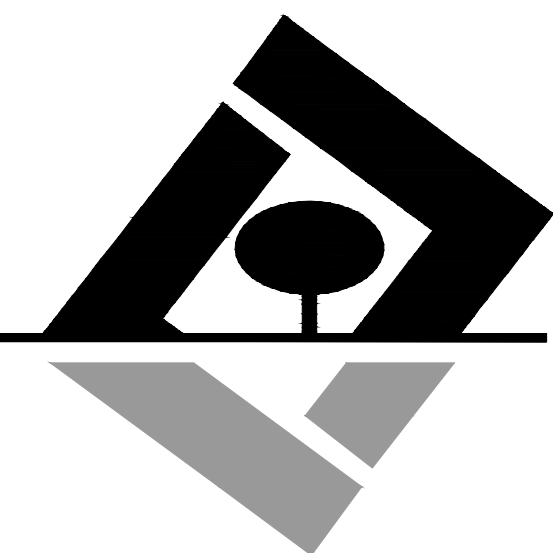
84 d.u. * .350 children/unit = 29 children

Needed Fire Flow (NFF): (Based on FFPC 2018 7th Edition Chapter 18 & Annex I)

Single-Family (less than 5,000 sqft.):	1,000 gpm
Single-Family (more than 5,000 sqft.):	Per Table 18.4.5.2.1

Water, Sewer and Solid Waste Demand:

Water Demand:	
84 Units * 350 gallons/day = 29,400 gallons/day	
Sewer Demand:	
84 Units * 300 gallons/day = 25,200 gallons/day	
Solid Waste Demand:	
84 Units * 2.6 persons/unit * 4.3 Lb./person/day = 939 Lb./day	



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PMDW Ventures, LLC
6 Ambrose Lane
South Barrington, IL 60010

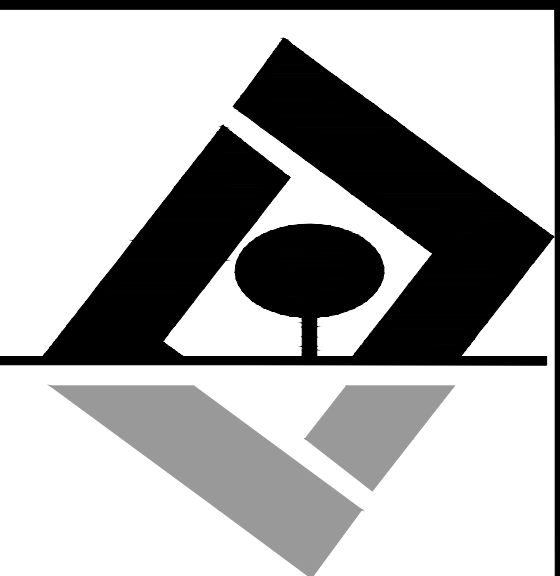
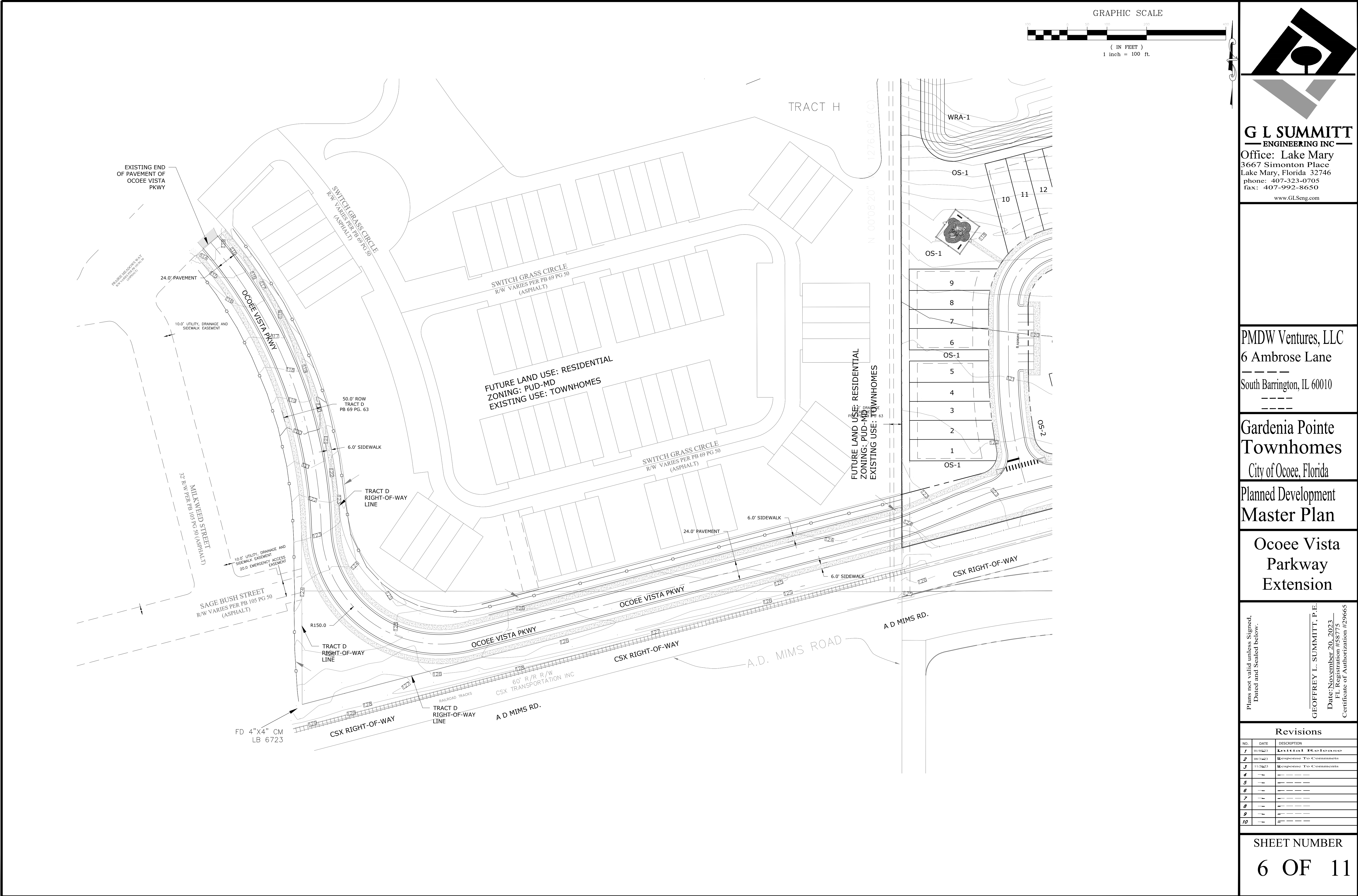
Gardenia Pointe
Townhomes
City of Ocoee, Florida
Planned Development
Master Plan

Overall Site
Plan

Plans not valid unless Signed,
Dated and Sealed below.
GEOFFREY L. SUMMITT, P.E.
Date: November 20, 2023
FL Registration #58775
Certificate of Authorization #29665

NO.	DATE	DESCRIPTION
1	01/04/23	Initial Release
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8	-	-
9	-	-
10	-	-

SHEET NUMBER
5 OF 11



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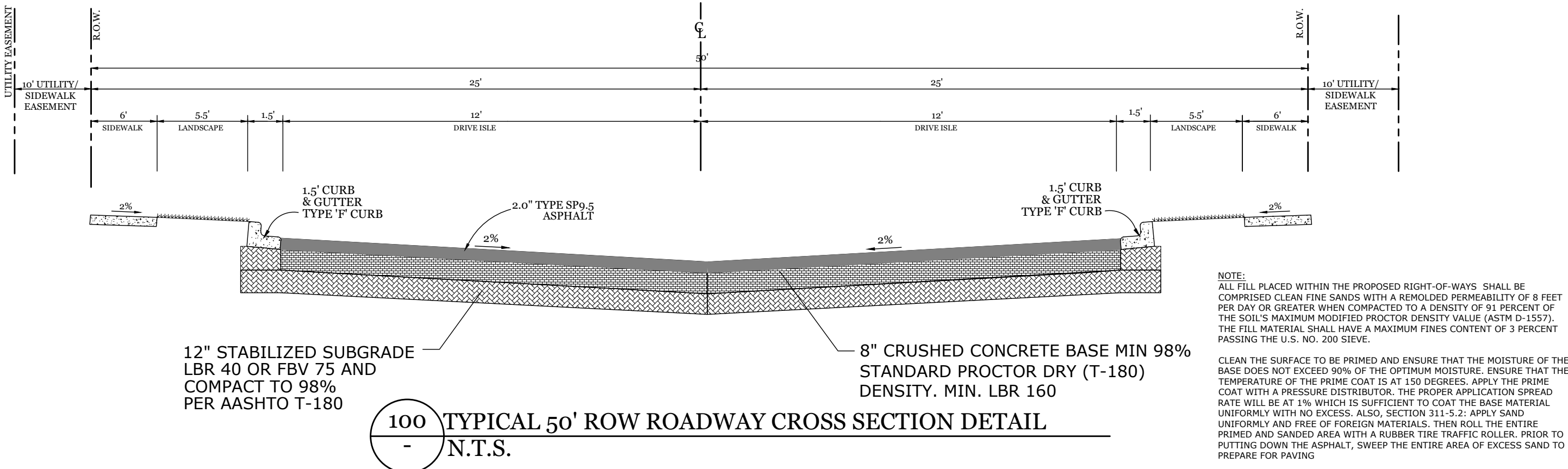
Ocoee Vista
Parkway
Extension

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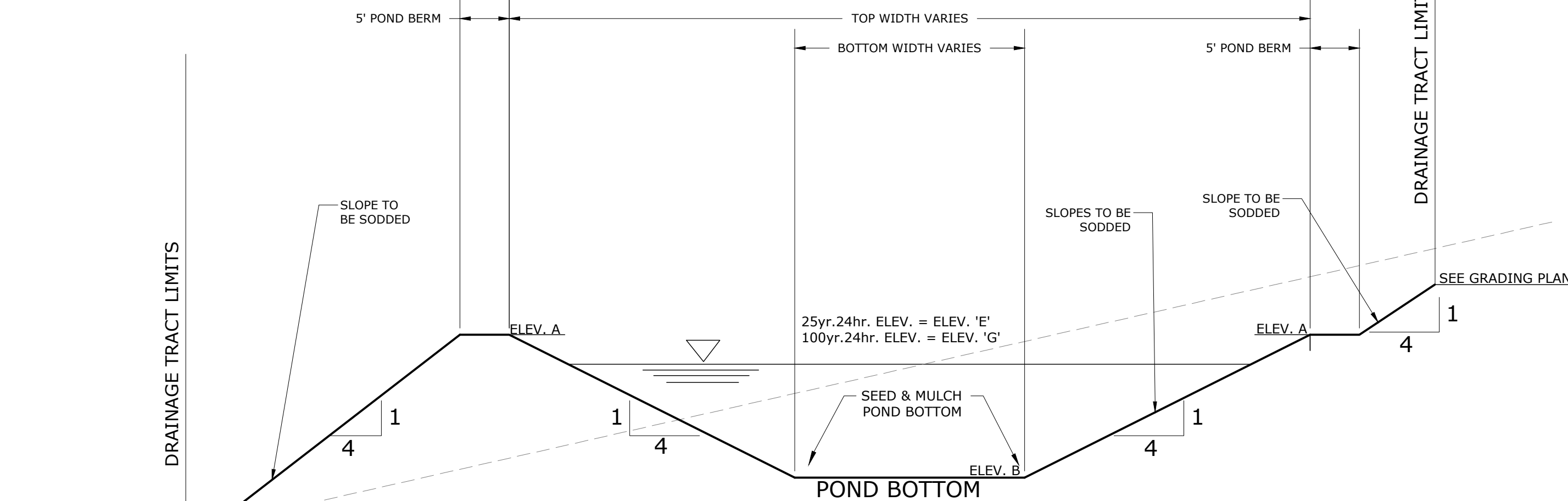
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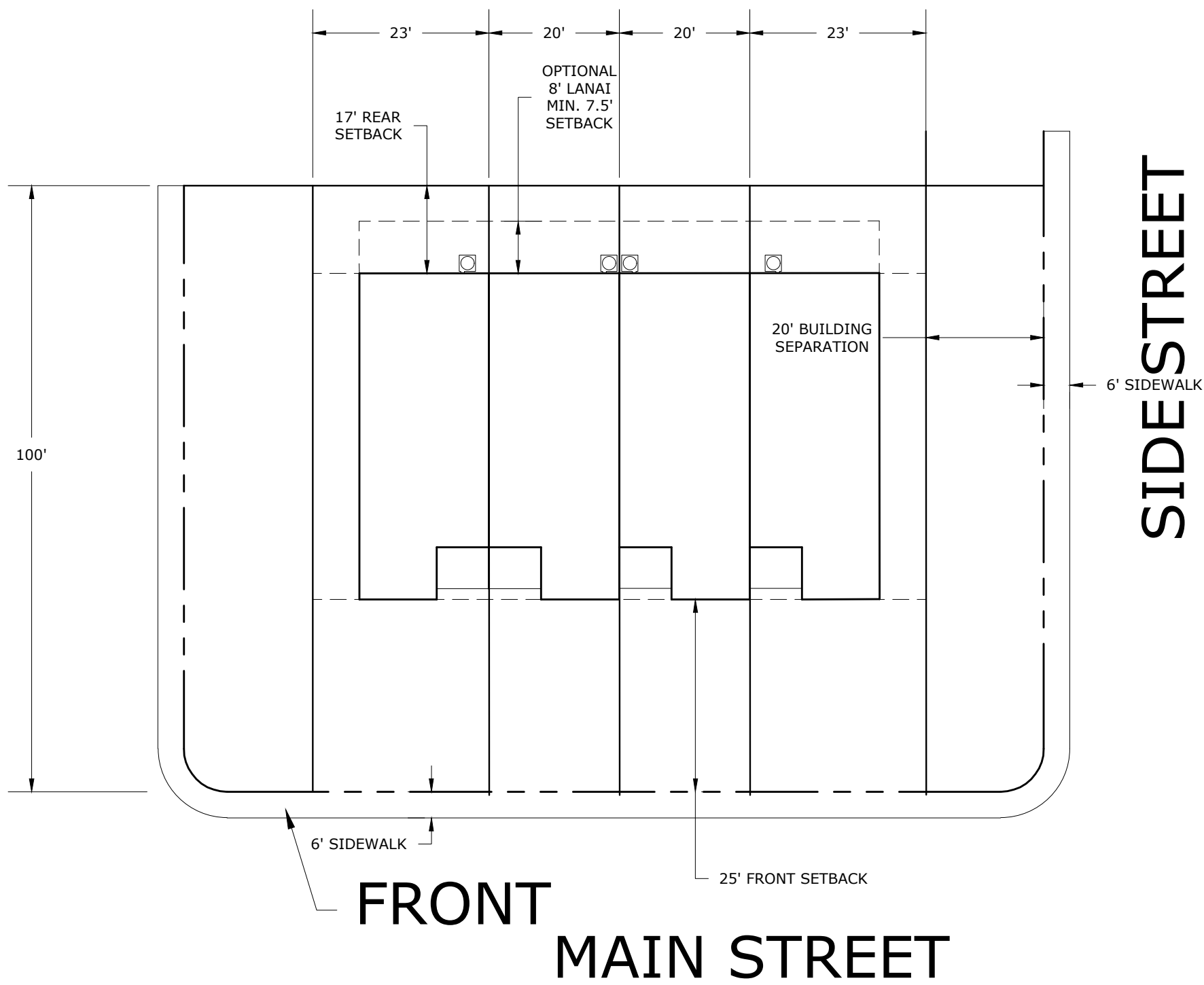
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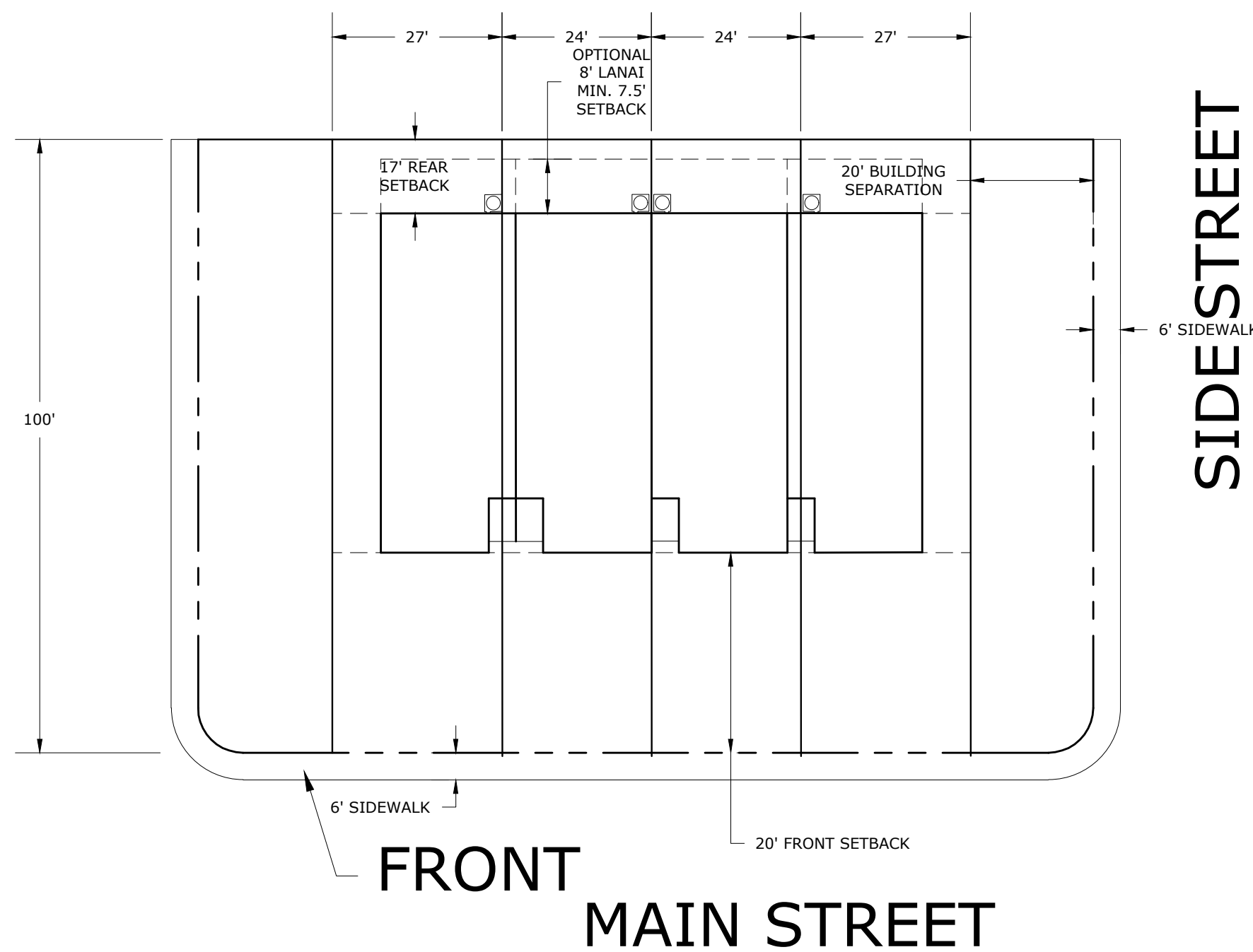
100
-
TYPICAL 50' ROW ROADWAY CROSS SECTION DETAIL
N.T.S.



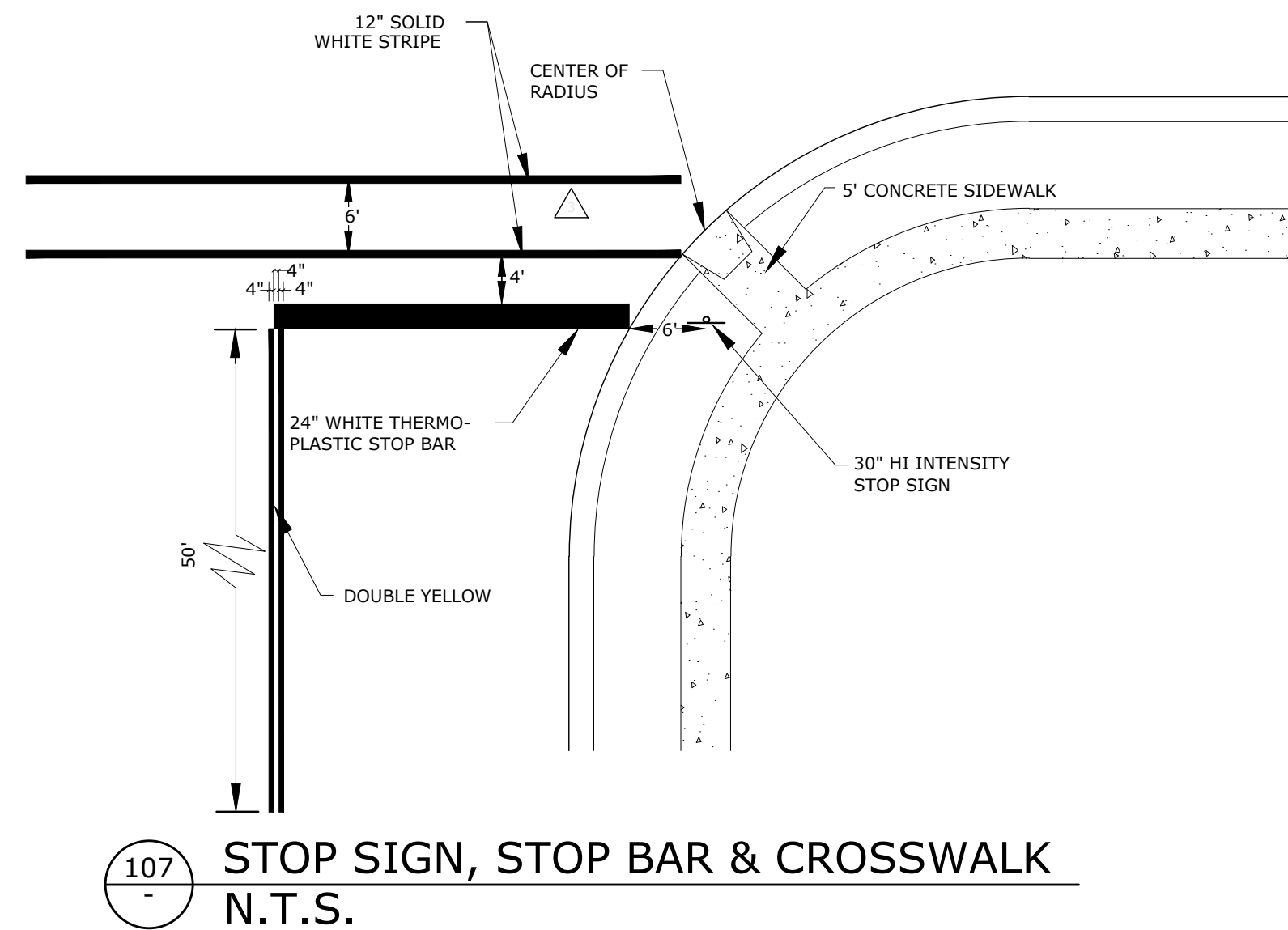
105
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DRY RETENTION POND CROSS SECTION
N.T.S.



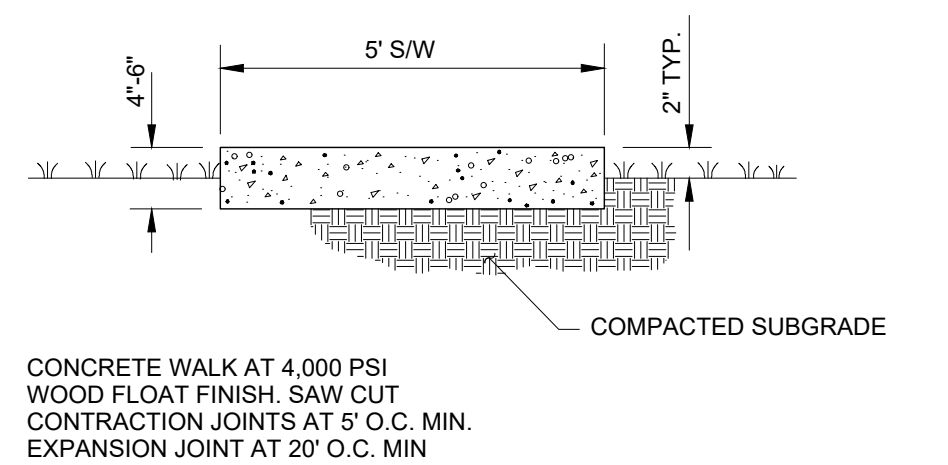
101
-
INTERIOR 20' TOWNHOME LAYOUT PLAN
N.T.S.



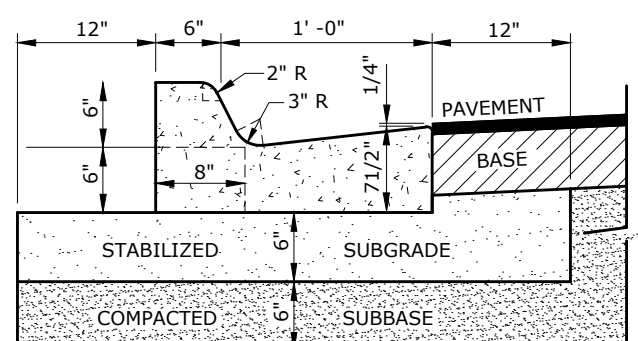
102
-
EXTERIOR 24' TOWNHOME LAYOUT PLAN
N.T.S.



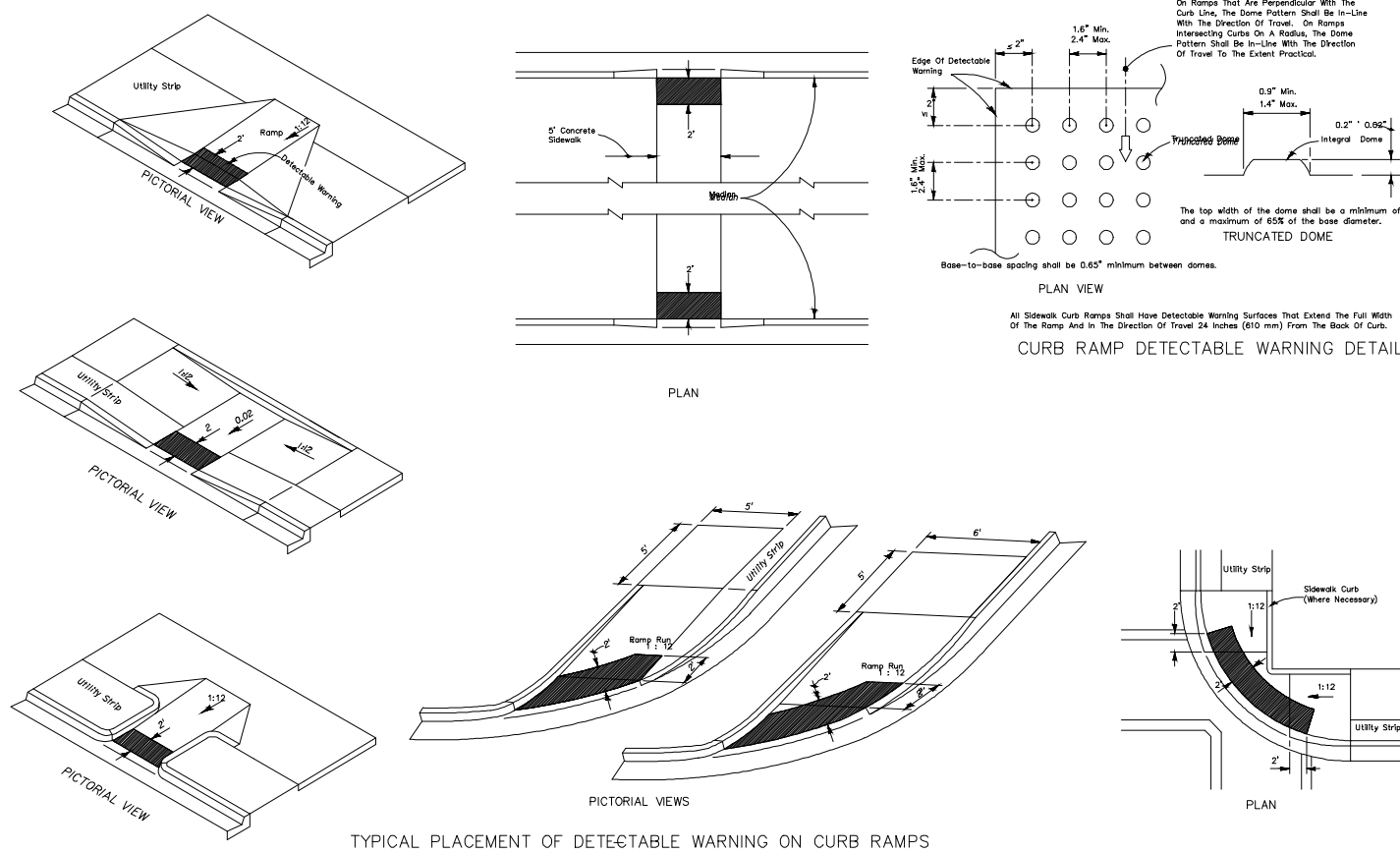
107
-
STOP SIGN, STOP BAR & CROSSWALK
N.T.S.



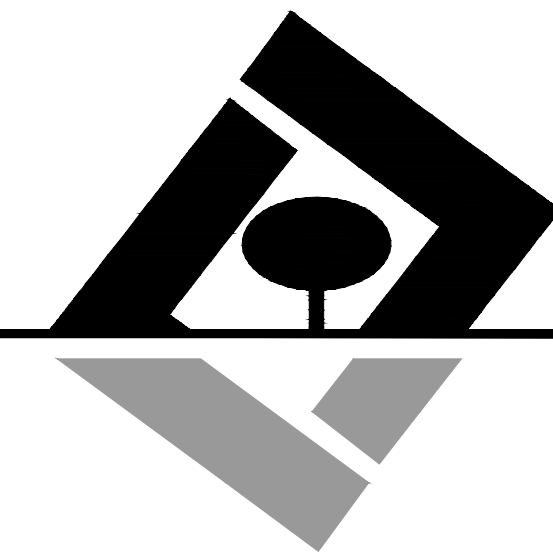
103
-
STANDARD SIDEWALK DETAIL
N.T.S.



104
-
FDOT TYPE 'F-MOD' CURB
N.T.S.



106
-
TRUNCATED DOME DETAIL
N.T.S.



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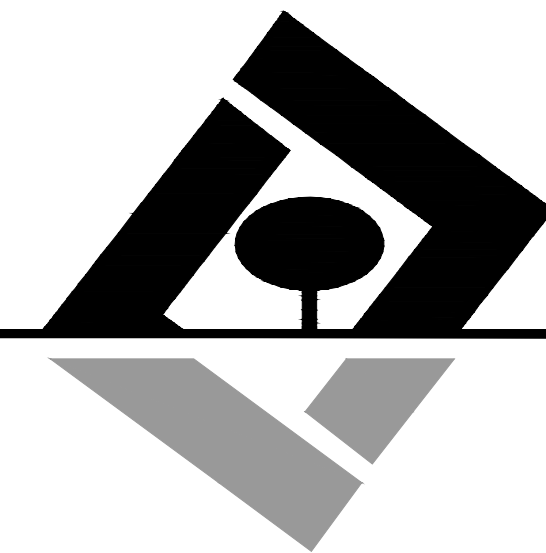
General Details

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Architectural
Elevations 1

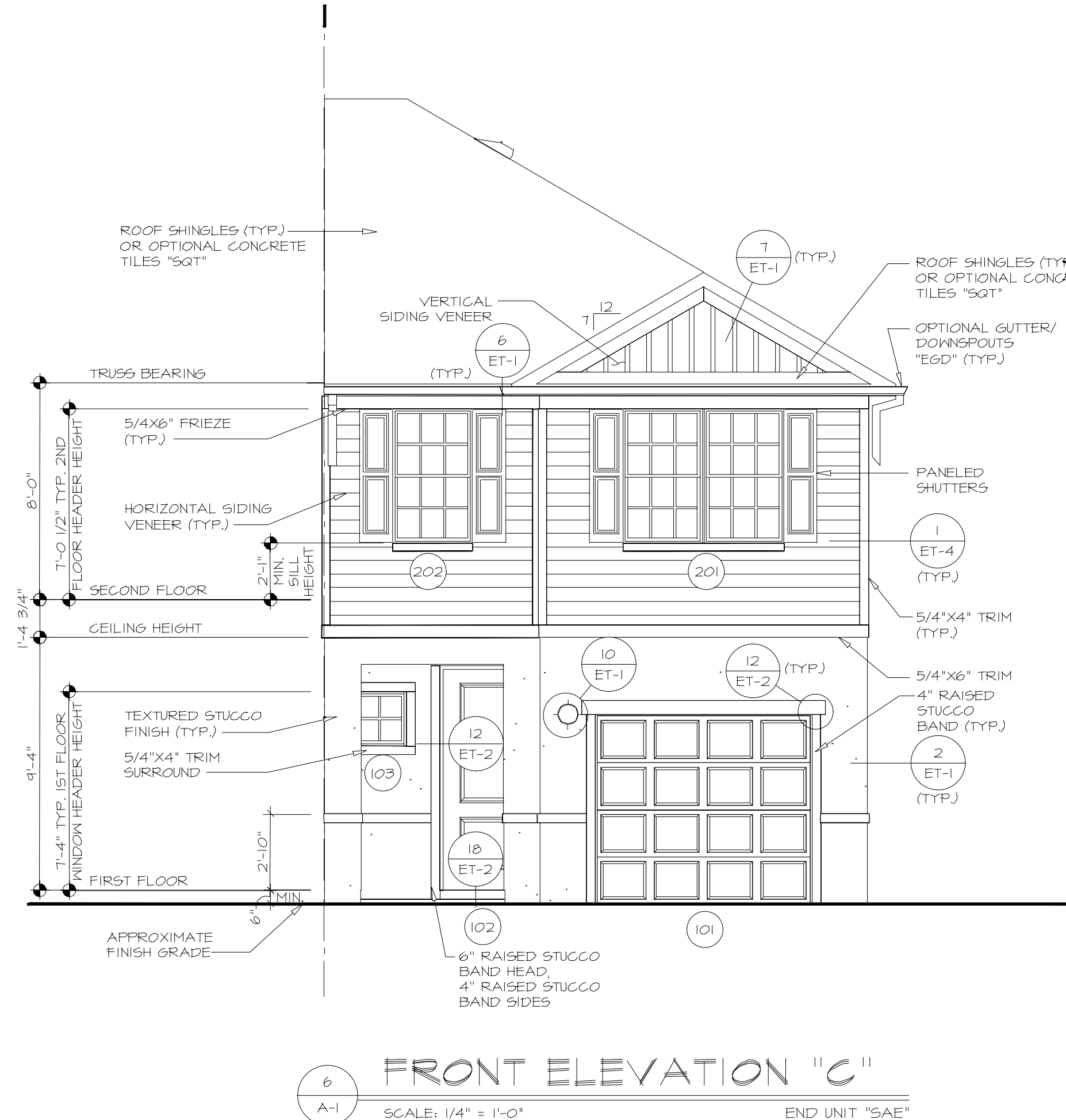
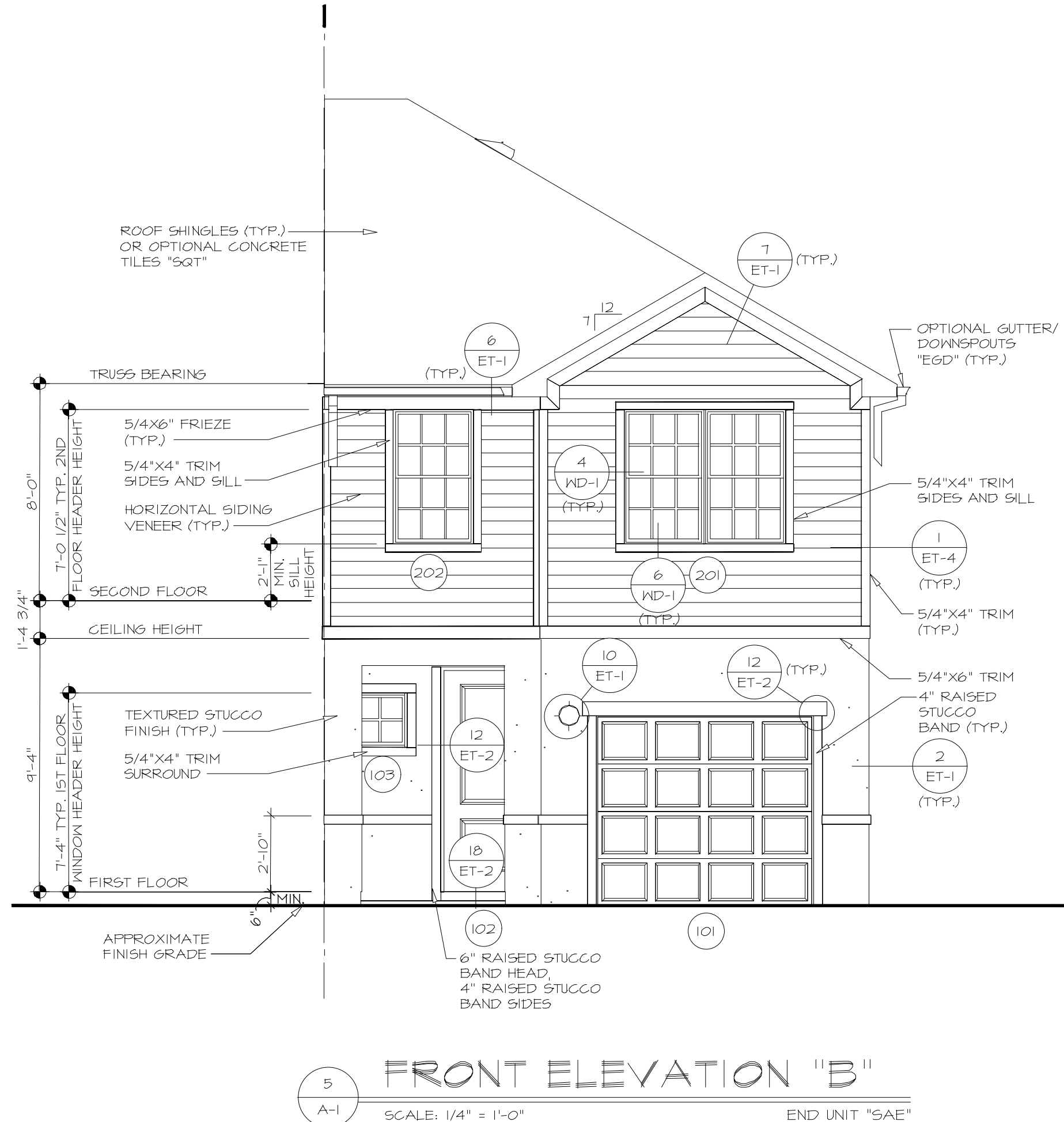
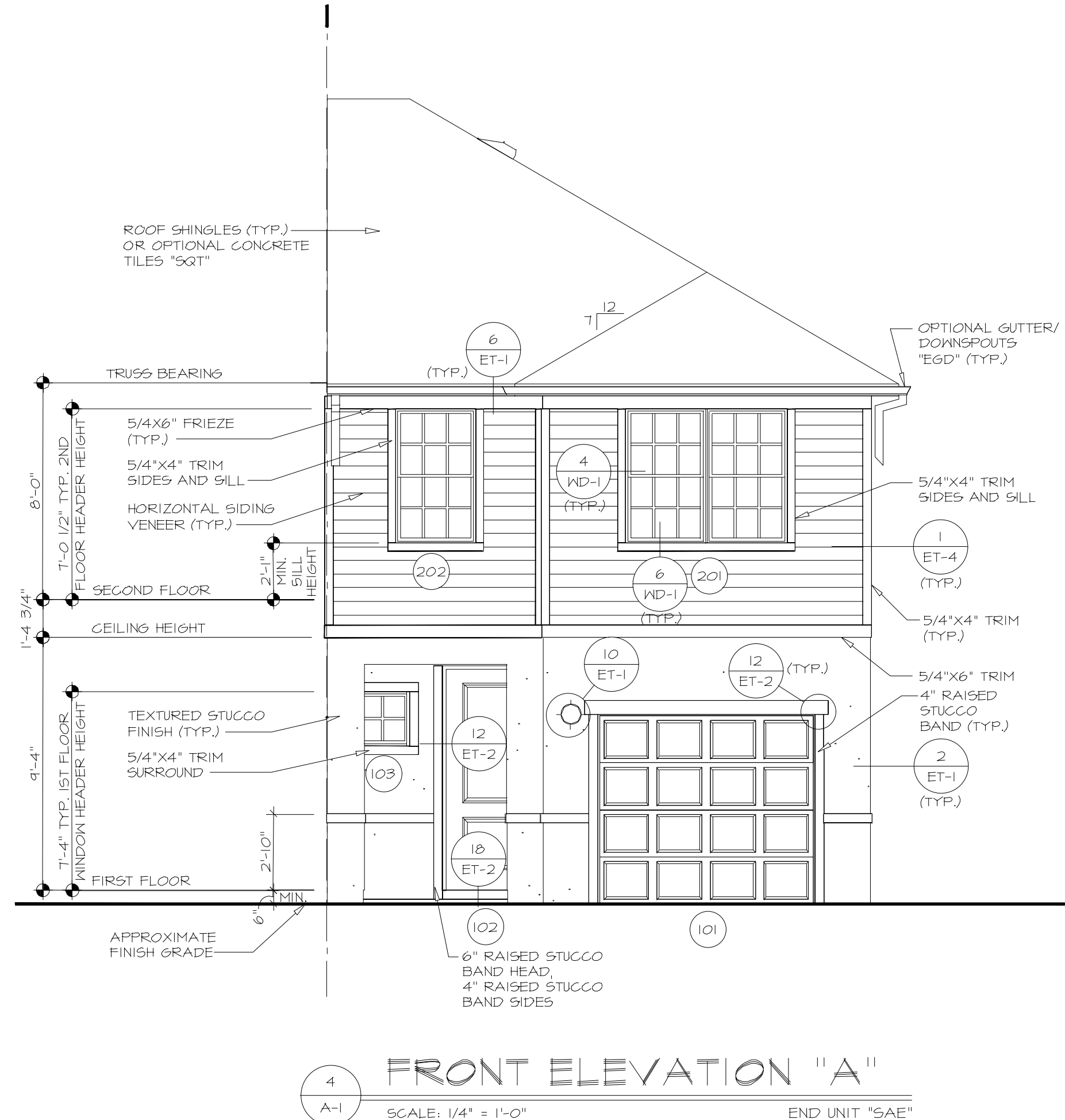
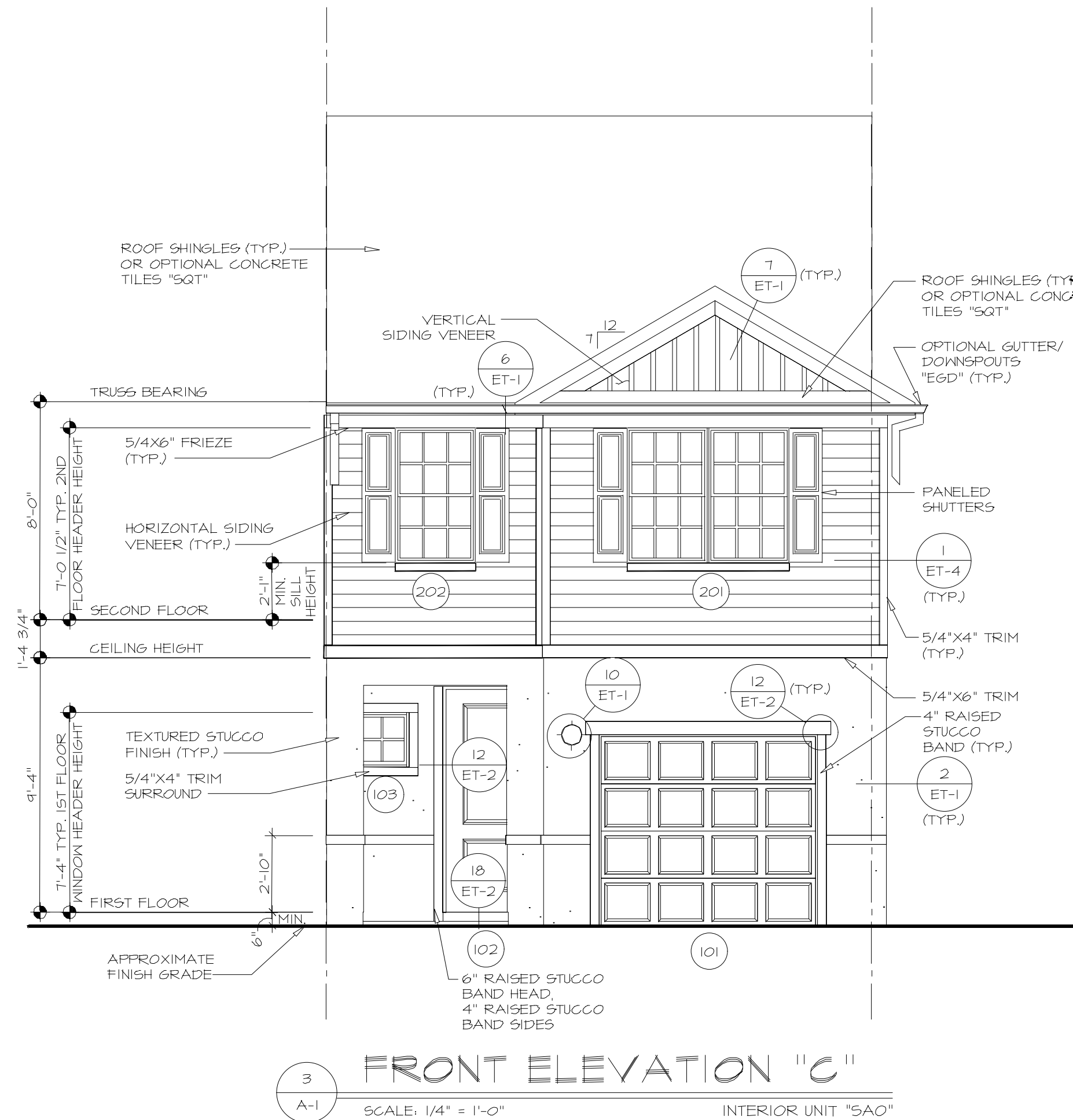
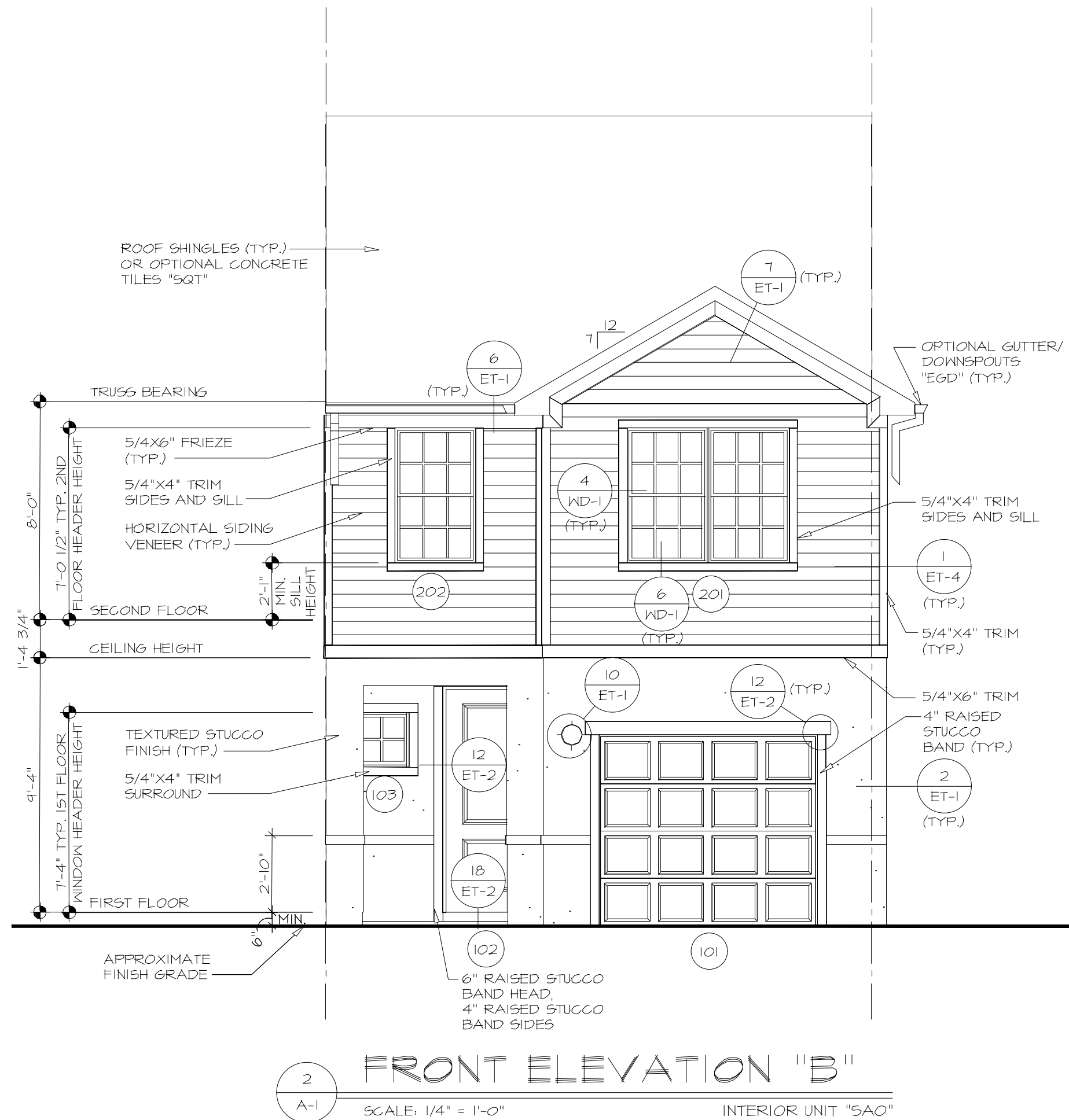
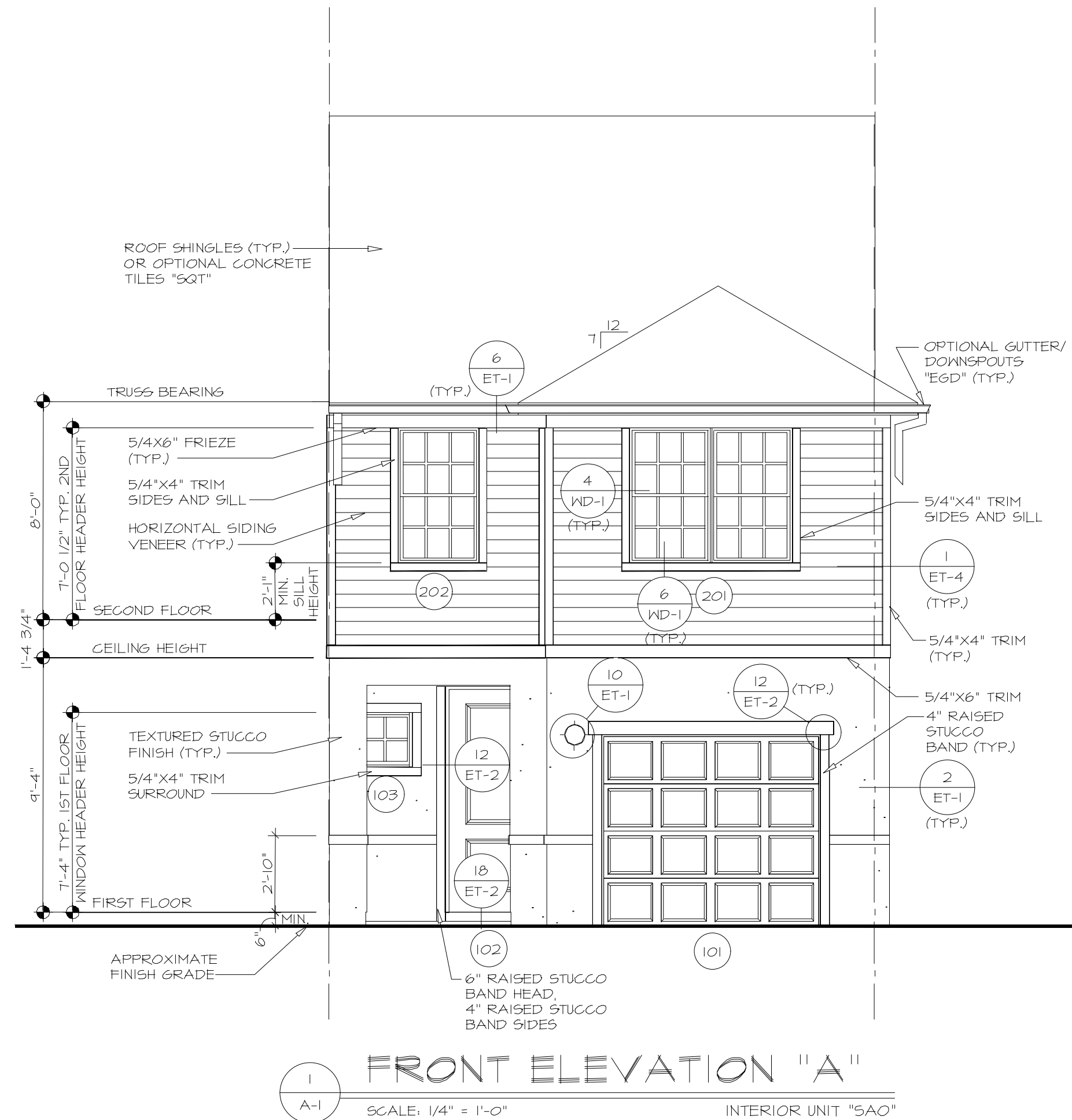
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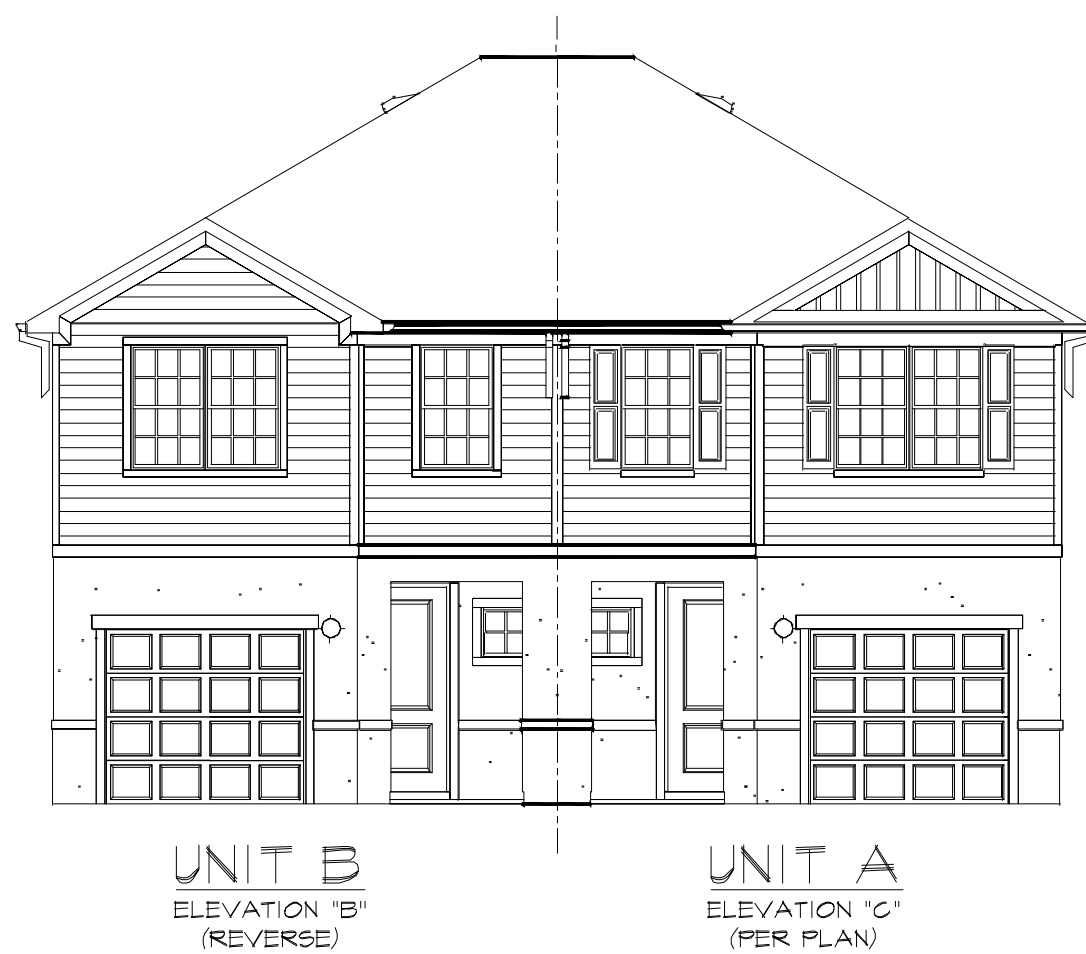
SHEET NUMBER

8 OF 11





1 2 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPTA2



2 2 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPTB2



3 2 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPTC2



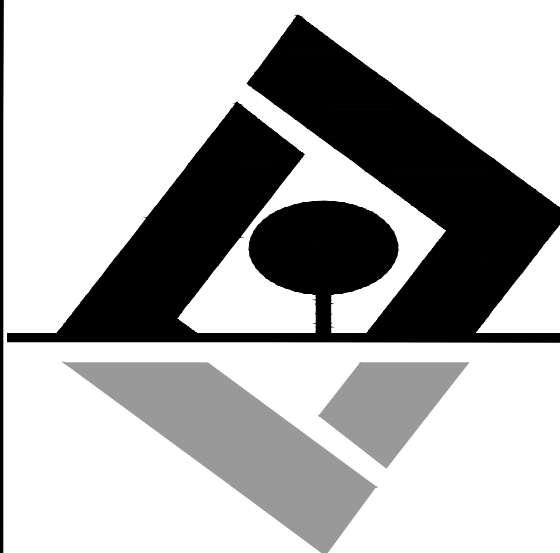
4 3 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPTO3



5 4 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPTO4



6 5 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPTO5



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Gardenia Pointe
Townhomes
City of Ocoee, Florida

Planned Development
Master Plan

Architectural
Elevations 2

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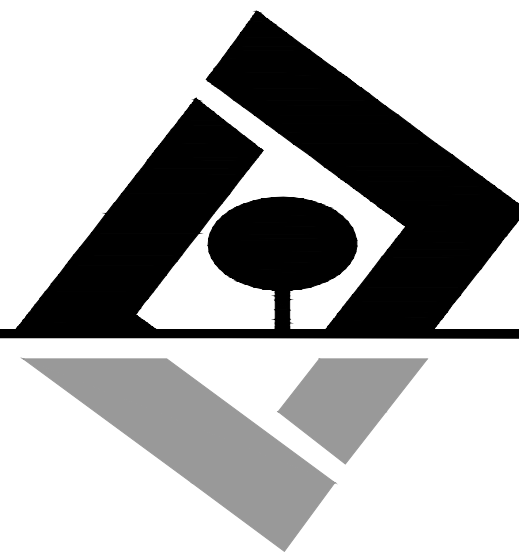
1
B-3
6 - UNIT BUILDING
SCALE: 1/8" = 1'-0"
MPT06



2
B-3
7 - UNIT BUILDING
SCALE: 1/8" = 1'-0"
MPT07



3
B-3
8 - UNIT BUILDING
SCALE: 1/8" = 1'-0"
MPT08



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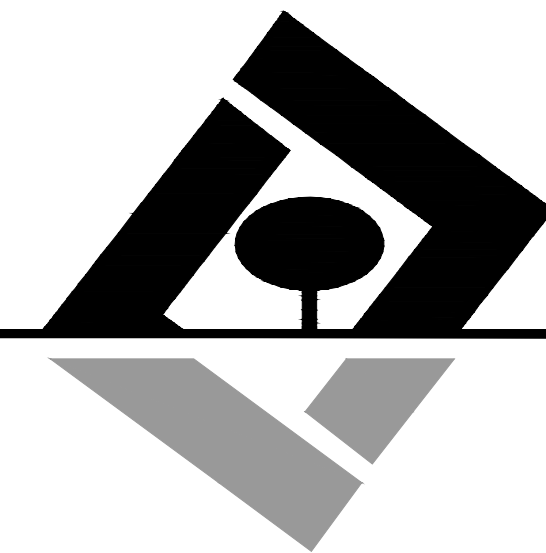
Architectural
Elevations 3

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SHEET NUMBER
11 OF 11

STANDARD BUILDING CONFIGURATION



**ORDINANCE NO. 2024-
(Rezoning Ordinance for Gardenia Pointe)**

**TAX PARCEL ID: 10-22-28-0000-00-003,
10-22-28-0000-00-011, 10-22-28-0000-00-128
and 03-22-28-2834-01-201**

CASE NO. RZ-23-02-02: Gardenia Pointe

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM UNCLASSIFIED AND R-1A (SINGLE FAMILY DWELLING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 37.37 ACRES LOCATED ON THE NORTH SIDE OF THE FCEN RAILROAD TRACKS AT THE TERMINUS OF THE UNIMPROVED OCOEE VISTA PARKWAY RIGHT-OF-WAY AND ASSIGNED PARCEL IDENTIFICATION NUMBERS 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128 AND 03-22-28-2834-01-201; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 37.37 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Unclassified and R-1A to PUD; and

WHEREAS, pursuant to Section 5-9(B) of Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on February 13, 2024, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in

the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on April 16, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 37.37 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Unclassified and R-1A to PUD. A map of said land herein described which clearly shows the area of the Rezoning is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance 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 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024.
READ SECOND TIME AND ADOPTED
_____, 2024.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**
this _____ day of _____, 2024.

FISHBACK DOMINICK

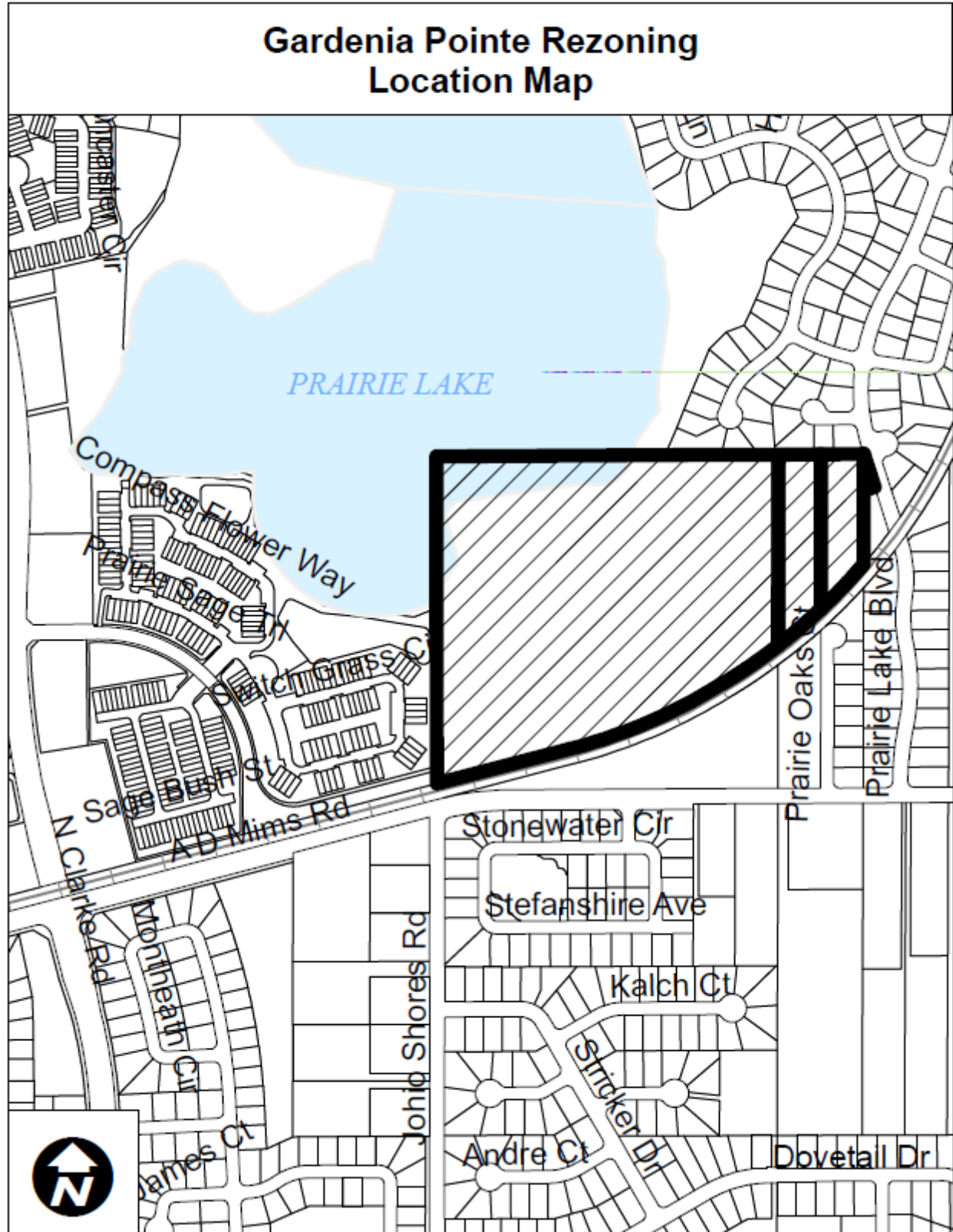
By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

1. PARCEL ID NO.: 10-22-28-0000-00-003
SW1/4 OF NW1/4 (LESS THAT PART LYING S OF ACL RR) OF SEC 10-22-28
2. PARCEL ID NO.: 10-22-28-0000-00-011
W1/8 OF SE1/4 OF NW1/4 LYING N OF SEABOARD COASTLINE R/R & FLORIDA CENTRAL R/R IN SEC 10-22-28
3. PARCEL ID NO.: 10-22-28-0000-00-128
E1/2 OF W1/4 OF SE1/4 OF NW1/4 LYING N OF SCL RR IN SEC 10-22-28
4. PARCEL ID NO.: 03-22-28-2834-01-201
FOREST OAKS UNIT 1 13/84 BEG AT N COR OF LOT 120 TH S 18 DEG E 135 FT S 71 DEG W 44.77 FT N 142.33 FT TO POB

EXHIBIT "B"





Meeting Date: April 2, 2024
Item #: 13

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance Implementing Live Local Act. THIS ITEM IS BEING POSTPONED TO A FUTURE DATE TO BE DETERMINED. (Zoning Manager Whitfield)

Background Summary:

First Reading of Ordinance held on March 5, 2024.

On March 29, 2023, Senate Bill 102, known as the "Live Local Act" was signed into law. The primary purpose of the Bill is to increase the supply of affordable housing in the State of Florida. The Live Local Act requires municipalities to allow multifamily and mixed-use residential development in any area zoned for "commercial, industrial, or mixed-use" if at least forty (40) percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, "affordable" as defined in s. 420.0004, Florida Statutes, and at least sixty-five (65) percent of the total square footage of any mixed-use project is used for residential purposes, and the project otherwise "meets all other development regulations and requirements" for multifamily development, which are currently established in Section 6-15, LDC. Among other things, the Live Local Act preempts local comprehensive plans and zoning code provisions with regard to maximum permitted height and density as well as minimum parking ratios.

On January 16, 2024, the City Commission approved Resolution No. 2024-02 relating to the City's pending legislation regarding "qualifying affordable housing projects" under this Live Local Act as an effort to provide public notice of the pending legislative doctrine and to direct staff to amend the Land Development Code to provide a procedure for administrative approvals of qualifying projects under the Live Local Act and to establish requirements for the filing of deed restrictions which require the provision of affordable housing for a minimum thirty (30) year period, requirements for annual certification of compliance and requirements for the equivalent treatment of all market rate and affordable dwelling units, and regulations for enforcement of the ordinance.

Thus, in accordance with the Resolution, the City is moving forward with updates to the Ocoee Land Development Code in order to articulate the requirements of the Live Local Act more clearly. The attached ordinance details the changes to Section 5-15 Specific Use/Development Standards to create a new Sub-Section 5-15D relative to Affordable Housing Projects. This new Sub-section includes new definitions, provisions regarding parking, residential density, and building height, a process for administrative approval of qualifying affordable housing projects, and requirements for the filing of deed restrictions and the submittal of annual certifications attesting to compliance with the Live Local Act for thirty (30) years from issuance of a Certificate of Occupancy. The proposed ordinance also establishes requirements for the equivalent treatment of all market rate and affordable dwelling units and provisions for the City's enforcement of these new Code Sections. A copy of Senate Bill 102 is attached, and the language relative to the requirements of municipalities begins in Section 5 of the Bill (page 8 of that .pdf), which amends various subsections of Section

166.04151, Florida Statutes. Key takeaways from the Live Local Act, as set forth in the draft ordinance, as they relate to procedural changes, are as follows:

- Affordable multifamily residential and mixed-use residential is allowed in any area zoned for commercial, industrial, or mixed-use without the need for a comprehensive plan amendment or a rezoning of the property to allow for residential use. For example, a 5-acre parcel with a Commercial Future Land Use designation or C-1 zoning classification can be developed as a multifamily (apartments) project so long as at least 40% of the units are affordable units or as a mixed-use development so long as at least 65% of the total square footage is dedicated to affordable housing units. The term "affordable", as defined in Section 420.0004(3), Florida Statutes, means that "monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount, which represents the percentage of the median adjusted gross annual income for 'extremely low-income', 'low-income', and 'moderate-income' households and 'very low-income' households not including students".
- The affordable housing project can have the highest density available in the City (i.e., the High-Density Residential FLU) and the highest building height of any building within one (1) mile (as measured by a human-accessible route, not as the crow flies) of the affordable housing project.
- A qualifying affordable housing project, regardless of whether it is small-scale or large-scale, must be approved through an administrative review process with no further action by the City Commission required so long as it meets the Land Development Code requirements for multifamily developments. This means that even for a large-scale apartment or mixed-use complex, the City can not require a public hearing before the Planning and Zoning Commission or City Commission prior to approval, which means there is no opportunity for public comment at a hearing.
- If the affordable housing project is within 1/2 mile or is accessible by a major transit stop, the City must consider a parking reduction.

The draft ordinance also establishes regulations regarding equivalent treatment of affordable housing units and mechanisms to ensure and maintain compliance with Section 5-15D, LDC, over the 30-year period.

Therefore, pursuant to the pending legislation doctrine (or pending ordinance doctrine) set forth in *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the ordinance doctrine concerning the zoning and land development regulations governing real properties and proposed mixed-use and multifamily projects located within the City limits.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinance to amend the Land Development Code relative to Qualifying Affordable Housing Projects under the requirements of Senate Bill 102 (2023), also known as the Live Local Act?

Recommendations:

Planning & Zoning Commission (PZC) Recommendation

The Planning & Zoning Commission considered this item at its February 13, 2024, public hearing, and, following discussion about potential implications of this Legislation on properties in the City, made a recommendation of approval for the proposed ordinance to amend the Land Development Code relative to Qualifying Affordable Housing Projects under the requirements of Senate Bill 102 (2023), also known as the Live Local Act.

Staff Recommendation

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinance to amend the Land Development Code relative to Qualifying Affordable Housing Projects under the requirements of Senate Bill 102 (2023), also known as the Live Local Act.

Attachments:

1. SB 102 Live Local Act
2. Ordinance Implementing Live Local Act
3. Advertisement

Financial Impacts:

N/A

Type of Item: Second Reading Public Hearing

CHAPTER 2023-17

Committee Substitute for Senate Bill No. 102

An act relating to housing; providing a short title; amending s. 125.0103, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s. 125.01055, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, counties in approving certain housing developments; providing for future expiration; amending s. 125.379, F.S.; revising the date by which counties must prepare inventory lists of real property; requiring counties to make the inventory lists publicly available on their websites; authorizing counties to use certain properties for affordable housing through a long-term land lease; revising requirements for counties relating to inventory lists of certain property for affordable housing; providing that counties are encouraged to adopt best practices for surplus land programs; amending s. 166.04151, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, municipalities in approving applications for certain housing developments; providing for future expiration; amending s. 166.043, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s. 166.0451, F.S.; revising the date by which municipalities must prepare inventory lists of real property; requiring municipalities to make the inventory lists publicly available on their websites; authorizing municipalities to use certain properties for affordable housing through a long-term land lease; revising requirements for municipalities relating to inventory lists of certain property for affordable housing; providing that municipalities are encouraged to adopt best practices for surplus land programs; amending s. 196.1978, F.S.; providing an exemption from ad valorem taxation for land that meets certain criteria; providing applicability; providing for future repeal; defining terms; providing an ad valorem tax exemption for portions of property in a multifamily project if certain conditions are met; providing that vacant units may be eligible for the exemption under certain circumstances; specifying percentages of the exemption for qualified properties; specifying requirements for applying for the exemption with the property appraiser; specifying requirements for requesting certification from the Florida Housing Finance Corporation; specifying requirements for the corporation in reviewing requests, certifying property, and posting deadlines for applications; specifying requirements for property appraisers in reviewing and granting exemptions and for improperly granted exemptions; providing a penalty; providing limitations on eligibility; specifying requirements for a rental market study; authorizing the corporation to adopt rules; providing applicability; providing for future repeal; creating s. 196.1979, F.S.; authorizing local governments to adopt ordinances to provide an ad valorem tax exemption for portions of property

used to provide affordable housing meeting certain requirements; specifying requirements and limitations for the exemption; providing that vacant units may be eligible for the exemption under certain circumstances; specifying requirements for ordinances granting an exemption; specifying requirements for a rental market study; providing that ordinances must expire within a certain timeframe; requiring the property appraiser to take certain action in response to an improperly granted exemption; providing a penalty; providing applicability; amending s. 201.15, F.S.; suspending, for a specified period, the General Revenue Fund service charge on documentary stamp tax collections; providing for specified amounts of such collections to be credited to the State Housing Trust Fund for certain purposes; providing for certain amounts to be credited to the General Revenue Fund under certain circumstances; prohibiting the transfer of such funds to the General Revenue Fund in the General Appropriations Act; providing for the future expiration and reversion of specified statutory text; amending s. 212.08, F.S.; revising the total amount of community contribution tax credits which may be granted for certain projects; defining terms; providing a sales tax exemption for building materials used in the construction of affordable housing units; defining terms; specifying eligibility requirements; specifying requirements for applying for a sales tax refund with the Department of Revenue; specifying requirements for and limitations on refunds; providing requirements for the department in issuing refunds; authorizing the department to adopt rules; providing applicability; amending s. 213.053, F.S.; authorizing the department to make certain information available to the corporation to administer the Live Local Program; creating s. 215.212, F.S.; prohibiting the deduction of the General Revenue Fund service charge on documentary stamp tax proceeds; providing for future repeal; amending s. 215.22, F.S.; conforming a provision to changes made by the act; providing for the future expiration and reversion of specified statutory text; amending s. 220.02, F.S.; specifying the order of application of Live Local Program tax credits against the state corporate income tax; amending s. 220.13, F.S.; specifying requirements for the addition to adjusted federal income of amounts taken as a credit under the Live Local Program; amending s. 220.183, F.S.; conforming a provision to changes made by the act; amending s. 220.186, F.S.; providing applicability of Live Local Program tax credits to the Florida alternative minimum tax credit; creating s. 220.1878, F.S.; providing a credit against the state corporate income tax under the Live Local Program; specifying requirements and procedures for making eligible contributions and claiming the credit; amending s. 220.222, F.S.; requiring returns filed in connection with the Live Local Program tax credits to include the amount of certain credits; amending s. 253.034, F.S.; modifying requirements for the analysis included in land use plans; making technical changes; amending s. 253.0341, F.S.; requiring that local government requests for the state to surplus conservation or nonconservation lands for any means of transfer be expedited throughout the surplus process; amending s. 288.101, F.S.; authorizing the Governor, under the Florida Job Growth Grant Fund, to approve state or local public infrastructure projects to facilitate

the development or construction of affordable housing; providing for future repeal; amending s. 420.0003, F.S.; revising legislative intent for, and policies of, the state housing strategy; revising requirements for the implementation of the strategy; revising duties of the Shimberg Center for Housing Studies at the University of Florida; requiring the Office of Program Policy Analysis and Government Accountability to evaluate specified strategies, policies, and programs at specified intervals; specifying requirements for the office's analyses; authorizing rule amendments; amending s. 420.503, F.S.; revising the definition of the term "qualified contract" for purposes of the Florida Housing Finance Corporation Act; amending s. 420.504, F.S.; revising the composition of the corporation's board of directors; providing specifications for filling vacancies on the board of directors; amending s. 420.507, F.S.; specifying a requirement for the corporation's annual budget request to the Secretary of Economic Opportunity; providing for the future expiration and reversion of specified statutory text; amending s. 420.5087, F.S.; revising prioritization of funds for the State Apartment Incentive Loan Program; creating s. 420.50871, F.S.; specifying requirements for, and authorized actions by, the corporation in allocating certain increased revenues during specified fiscal years to finance certain housing projects; providing construction; providing for future repeal; providing a directive to the Division of Law Revision; creating s. 420.50872, F.S.; defining terms; creating the Live Local Program; specifying responsibilities of the corporation; specifying the annual tax credit cap; specifying requirements for applying for tax credits with the department; providing requirements for the carryforward of credits; specifying restrictions on, and requirements for, the conveyance, transfer, or assignment of credits; providing requirements and procedures for the rescindment of credits; specifying procedures for calculating underpayments and penalties; providing construction; authorizing the department and the corporation to develop a cooperative agreement; authorizing the department to adopt rules; requiring the department to annually notify certain taxpayers of certain information; creating s. 420.5096, F.S.; providing legislative findings; creating the Florida Hometown Hero Program for a specified purpose; authorizing the corporation to underwrite and make certain mortgage loans; specifying terms for such loans and requirements for borrowers; authorizing loans made under the program to be used for the purchase of certain manufactured homes; providing construction; amending s. 420.531, F.S.; authorizing the Florida Housing Corporation to contract with certain entities to provide technical assistance to local governments in establishing selection criteria for proposals to use certain property for affordable housing purposes; amending s. 420.6075, F.S.; making technical changes; amending s. 553.792, F.S.; requiring local governments to maintain on their websites a policy relating to the expedited processing of certain building permits and development orders; amending s. 624.509, F.S.; specifying the order of application of Live Local Program tax credits against the insurance premium tax; amending s. 624.5105, F.S.; conforming a provision to changes made by the act; creating s. 624.51058, F.S.; providing a credit against the insurance premium tax under the Live Local

Program; providing a requirement for making eligible contributions; providing construction; providing applicability; exempting a certain initiative from certain evacuation time constraints; specifying that certain comprehensive plan amendments are valid; authorizing certain local governments to adopt local ordinances or regulations for certain purposes; authorizing the department to adopt emergency rules; providing for future expiration of such rulemaking authority; providing appropriations; providing a declaration of important state interest; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the “Live Local Act.”

Section 2. Section 125.0103, Florida Statutes, is amended to read:

125.0103 Ordinances and rules imposing price controls; ~~findings required; procedures.—~~

(1)(a) Except as hereinafter provided, ~~a no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule ~~that which~~ has the effect of imposing price controls upon a lawful business activity ~~that which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county’s ordinance does ~~shall~~ not apply within such municipality.

(2) ~~No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

(3) ~~Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

(4) ~~Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250.~~

(5) A ~~No~~ municipality, county, or other entity of local government may ~~not~~ shall adopt or maintain in effect any law, ordinance, rule, or other measure that ~~which~~ would have the effect of imposing controls on rents unless:

(a) ~~Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

(b) ~~Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

(c) ~~Such measure is approved by the voters in such municipality, county, or other entity of local government.~~

(6) ~~In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

~~(3)~~(7) Notwithstanding any other provisions of this section, municipalities, counties, or other entities of local government may adopt and maintain

in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 3. Subsections (5) and (6) of section 125.01055, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

125.01055 Affordable housing.—

(5) Subsection ~~(4)~~ (2) does not apply in an area of critical state concern, as designated in s. 380.0552.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for residential, commercial, or industrial use. If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project, so long as at least 10 percent of the units included in the project are for housing that is affordable ~~and the developer of the project agrees not to apply for or receive funding under s. 420.5087.~~ The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any unincorporated land in the county where residential development is allowed.

(c) A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the board of county commissioners is required if the development satisfies the county's land

development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A county must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the county's land development code, and the major transit stop is accessible from the development.

(f) For proposed multifamily developments in an unincorporated area zoned for commercial or industrial use which is within the boundaries of a multicounty independent special district that was created to provide municipal services and is not authorized to levy ad valorem taxes, and less than 20 percent of the land area within such district is designated for commercial or industrial use, a county must authorize, as provided in this subsection, such development only if the development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 4. Section 125.379, Florida Statutes, is amended to read:

125.379 Disposition of county property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such real property and specify whether the property is vacant or improved. The governing body of the county must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. The governing body of the county shall adopt a resolution that includes an inventory list of such property following the public hearing. Each county shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the county may be used for affordable housing through a long-term land lease requiring the development and

maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing.~~ Alternatively, the county or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term “affordable” has the same meaning as in s. 420.0004(3).

(3) Counties are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available;
and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 5. Subsections (5) and (6) of section 166.04151, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

166.04151 Affordable housing.—

(5) Subsection (4) ~~(2)~~ does not apply in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for residential, commercial, or industrial use. ~~If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project, so long as at least 10 percent of the units included in the project are for housing that is affordable and the developer of the project agrees not to apply for or receive funding under s. 420.5087.~~ The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years,

affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed.

(c) A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the municipality's land development code, and the major transit stop is accessible from the development.

(f) A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 6. Section 166.043, Florida Statutes, is amended to read:

166.043 Ordinances and rules imposing price controls; ~~findings required; procedures.—~~

(1)(a) Except as hereinafter provided, ~~a no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule that ~~which~~ has the effect of imposing price controls upon a lawful business activity that ~~which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county's ordinance established under s. 125.0103 does ~~shall~~ not apply within such municipality.

~~(2) No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

~~(3) Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

~~(4) Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on~~

January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250.

(5) A ~~No~~ municipality, county, or other entity of local government may not ~~shall~~ adopt or maintain in effect any law, ordinance, rule, or other measure that ~~which~~ would have the effect of imposing controls on rents unless:

(a) ~~Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

(b) ~~Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

(c) ~~Such measure is approved by the voters in such municipality, county, or other entity of local government.~~

(6) ~~In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

(3)(7) Notwithstanding any other provisions of this section, municipalities, counties, or other entity of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 7. Section 166.0451, Florida Statutes, is amended to read:

166.0451 Disposition of municipal property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such

property. Each municipality shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds ~~may be~~ used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing.~~ Alternatively, the municipality or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term “affordable” has the same meaning as in s. 420.0004(3).

(3) Municipalities are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 8. Effective January 1, 2024, subsection (1) of section 196.1978, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

196.1978 Affordable housing property exemption.—

(1)(a) Property used to provide affordable housing to eligible persons as defined by s. 159.603 and natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, which is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, is considered property owned by an exempt entity and used for a charitable purpose, and those portions of the affordable housing property that provide housing to natural persons or families classified as extremely low income, very low income, low income, or moderate income under s. 420.0004 are exempt from ad valorem taxation to the extent authorized under s. 196.196. All property identified in this subsection must comply with the criteria provided under s. 196.195 for determining exempt status and

applied by property appraisers on an annual basis. The Legislature intends that any property owned by a limited liability company which is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii) be treated as owned by its sole member. If the sole member of the limited liability company that owns the property is also a limited liability company that is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii), the Legislature intends that the property be treated as owned by the sole member of the limited liability company that owns the limited liability company that owns the property. Units that are vacant and units that are occupied by natural persons or families whose income no longer meets the income limits of this subsection, but whose income met those income limits at the time they became tenants, shall be treated as portions of the affordable housing property exempt under this subsection if a recorded land use restriction agreement in favor of the Florida Housing Finance Corporation or any other governmental or quasi-governmental jurisdiction requires that all residential units within the property be used in a manner that qualifies for the exemption under this subsection and if the units are being offered for rent.

(b) Land that is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, and is leased for a minimum of 99 years for the purpose of, and is predominantly used for, providing housing to natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004 is exempt from ad valorem taxation. For purposes of this paragraph, land is predominantly used for qualifying purposes if the square footage of the improvements on the land used to provide qualifying housing is greater than 50 percent of the square footage of all improvements on the land. This paragraph first applies to the 2024 tax roll and is repealed December 31, 2059.

(3)(a) As used in this subsection, the term:

1. “Corporation” means the Florida Housing Finance Corporation.
2. “Newly constructed” means an improvement to real property which was substantially completed within 5 years before the date of an applicant’s first submission of a request for certification or an application for an exemption pursuant to this section, whichever is earlier.
3. “Substantially completed” has the same meaning as in s. 192.042(1).

(b) Notwithstanding ss. 196.195 and 196.196, portions of property in a multifamily project are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption if such portions:

1. Provide affordable housing to natural persons or families meeting the income limitations provided in paragraph (d);

2. Are within a newly constructed multifamily project that contains more than 70 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d); and

3. Are rented for an amount that does not exceed the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of paragraph (m), whichever is less.

(c) If a unit that in the previous year qualified for the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. Qualified property used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, must receive an ad valorem property tax exemption of 75 percent of the assessed value.

2. Qualified property used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, is exempt from ad valorem property taxes.

(e) To receive an exemption under this subsection, a property owner must submit an application on a form prescribed by the department by March 1 for the exemption, accompanied by a certification notice from the corporation to the property appraiser.

(f) To receive a certification notice, a property owner must submit a request to the corporation for certification on a form provided by the corporation which includes all of the following:

1. The most recently completed rental market study meeting the requirements of paragraph (m).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under paragraph (c), the property owner must provide evidence of the published rent amount for each vacant unit.

4. A sworn statement, under penalty of perjury, from the applicant restricting the property for a period of not less than 3 years to housing persons or families who meet the income limitations under this subsection.

(g) The corporation shall review the request for certification and certify property that meets the eligibility criteria of this subsection. A determination by the corporation regarding a request for certification does not constitute final agency action pursuant to chapter 120.

1. If the corporation determines that the property meets the eligibility criteria for an exemption under this subsection, the corporation must send a certification notice to the property owner and the property appraiser.

2. If the corporation determines that the property does not meet the eligibility criteria, the corporation must notify the property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline to submit a request for certification. The deadline must allow adequate time for a property owner to submit a timely application for exemption to the property appraiser.

(i) The property appraiser shall review the application and determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.

(j) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(k) Units subject to an agreement with the corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide housing to natural persons or families meeting

the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 are not eligible for this exemption.

(l) Property receiving an exemption pursuant to s. 196.1979 is not eligible for this exemption.

(m) A rental market study submitted as required by paragraph (f) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser as defined in s. 475.611 may issue a rental market study. The certified general appraiser must be independent of the property owner who requests the rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(n) The corporation may adopt rules to implement this section.

(o) This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 9. Section 196.1979, Florida Statutes, is created to read:

196.1979 County and municipal affordable housing property exemption.

(1)(a) Notwithstanding ss. 196.195 and 196.196, the board of county commissioners of a county or the governing body of a municipality may adopt an ordinance to exempt those portions of property used to provide affordable housing meeting the requirements of this section. Such property is considered property used for a charitable purpose. To be eligible for the exemption, the portions of property:

1. Must be used to house natural persons or families whose annual household income:

a. Is greater than 30 percent but not more than 60 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides; or

b. Does not exceed 30 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides;

2. Must be within a multifamily project containing 50 or more residential units, at least 20 percent of which are used to provide affordable housing that meets the requirements of this section;

3. Must be rented for an amount no greater than the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of subsection (4), whichever is less;

4. May not have been cited for code violations on three or more occasions in the 24 months before the submission of a tax exemption application;

5. May not have any cited code violations that have not been properly remedied by the property owner before the submission of a tax exemption application; and

6. May not have any unpaid fines or charges relating to the cited code violations. Payment of unpaid fines or charges before a final determination on a property's qualification for an exemption under this section will not exclude such property from eligibility if the property otherwise complies with all other requirements for the exemption.

(b) Qualified property may receive an ad valorem property tax exemption of:

1. Up to 75 percent of the assessed value of each residential unit used to provide affordable housing if fewer than 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

2. Up to 100 percent of the assessed value if 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

(c) The board of county commissioners of the county or the governing body of the municipality, as applicable, may choose to adopt an ordinance that exempts property used to provide affordable housing for natural persons or families meeting the income limits of sub-subparagraph (a)1.a., natural persons or families meeting the income limits of sub-subparagraph (a)1.b., or both.

(2) If a residential unit that in the previous year qualified for the exemption under this section and was occupied by a tenant is vacant on January 1, the vacant unit may qualify for the exemption under this section if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this section and a reasonable effort is made to lease the unit to eligible persons or families.

(3) An ordinance granting the exemption authorized by this section must:

(a) Be adopted under the procedures for adoption of a nonemergency ordinance by a board of county commissioners specified in chapter 125 or by a municipal governing body specified in chapter 166.

(b) Designate the local entity under the supervision of the board of county commissioners or governing body of a municipality which must develop, receive, and review applications for certification and develop notices of determination of eligibility.

(c) Require the property owner to apply for certification by the local entity in order to receive the exemption. The application for certification must be on a form provided by the local entity designated pursuant to paragraph (b) and include all of the following:

1. The most recently completed rental market study meeting the requirements of subsection (4).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under subsection (2), the property owner must provide evidence of the published rent amount for the vacant unit.

(d) Require the local entity to verify and certify property that meets the requirements of the ordinance as qualified property and forward the certification to the property owner and the property appraiser. If the local entity denies the exemption, it must notify the applicant and include reasons for the denial.

(e) Require the eligible unit to meet the eligibility criteria of paragraph (1)(a).

(f) Require the property owner to submit an application for exemption, on a form prescribed by the department, accompanied by the certification of qualified property, to the property appraiser no later than March 1.

(g) Specify that the exemption applies only to the taxes levied by the unit of government granting the exemption.

(h) Specify that the property may not receive an exemption authorized by this section after expiration or repeal of the ordinance.

(i) Identify the percentage of the assessed value which is exempted, subject to the percentage limitations in paragraph (1)(b).

(j) Identify whether the exemption applies to natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.a., natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.b., or both.

(k) Require that the deadline to submit an application for certification be published on the county's or municipality's website. The deadline must allow adequate time for a property owner to make a timely application for exemption to the property appraiser.

(l) Require the county or municipality to post on its website a list of certified properties for the purpose of facilitating access to affordable housing.

(4) A rental market study submitted as required by paragraph (3)(c) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser, as defined in s. 475.611, may issue a rental market study. The certified general appraiser must be independent of the property owner who requests a rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(5) An ordinance adopted under this section must expire before the fourth January 1 after adoption; however, the board of county commissioners or the governing body of the municipality may adopt a new ordinance to renew the exemption. The board of county commissioners or the governing body of the municipality shall deliver a copy of an ordinance adopted under this section to the department and the property appraiser within 10 days after its adoption. If the ordinance expires or is repealed, the board of county commissioners or the governing body of the municipality must notify the department and the property appraiser within 10 days after its expiration or repeal.

(6) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this section was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(7) This section first applies to the 2024 tax roll.

Section 10. Section 201.15, Florida Statutes, is amended to read:

201.15 Distribution of taxes collected.—All taxes collected under this chapter are hereby pledged and shall be first made available to make payments when due on bonds issued pursuant to s. 215.618 or s. 215.619, or any other bonds authorized to be issued on a parity basis with such bonds. Such pledge and availability for the payment of these bonds shall have priority over any requirement for the payment of service charges or costs of collection and enforcement under this section. ~~All taxes collected under this chapter, except taxes distributed to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), are subject to the service charge imposed in s. 215.20(1).~~ Before distribution pursuant to this section, the Department of Revenue shall deduct amounts necessary to pay the costs of the collection and enforcement of the tax levied by this chapter. The costs ~~and service charge~~ may not be levied against any portion of taxes pledged to debt service on bonds to the extent that the costs ~~and service charge~~ are required to pay any amounts relating to the bonds. All of the costs of the collection and enforcement of the tax levied by this chapter ~~and the service charge~~ shall be available and transferred to the extent necessary to pay debt service and any other amounts payable with respect to bonds authorized before January 1, 2017, secured by revenues distributed pursuant to this section. All taxes remaining after deduction of costs shall be distributed as follows:

(1) Amounts necessary to make payments on bonds issued pursuant to s. 215.618 or s. 215.619, as provided under paragraphs (3)(a) and (b), or on any other bonds authorized to be issued on a parity basis with such bonds shall be deposited into the Land Acquisition Trust Fund.

(2) If the amounts deposited pursuant to subsection (1) are less than 33 percent of all taxes collected after first deducting the costs of collection, an amount equal to 33 percent of all taxes collected after first deducting the costs of collection, minus the amounts deposited pursuant to subsection (1), shall be deposited into the Land Acquisition Trust Fund.

(3) Amounts on deposit in the Land Acquisition Trust Fund shall be used in the following order:

(a) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts payable with respect to Florida Forever bonds issued pursuant to s. 215.618. The amount used for such purposes may not exceed \$300 million in each fiscal year. It is the intent of the Legislature that all bonds issued to fund the Florida Forever Act be retired by December 31, 2040. Except for bonds issued to refund previously issued bonds, no series of bonds may be issued pursuant to this paragraph unless such bonds are approved and the debt service for the remainder of the fiscal year in which the bonds are issued is specifically appropriated in the General Appropriations Act or other law with respect to bonds issued for the purposes of s. 373.4598.

(b) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts due with respect to Everglades

restoration bonds issued pursuant to s. 215.619. Taxes distributed under paragraph (a) and this paragraph must be collectively distributed on a pro rata basis when the available moneys under this subsection are not sufficient to cover the amounts required under paragraph (a) and this paragraph.

Bonds issued pursuant to s. 215.618 or s. 215.619 are equally and ratably secured by moneys distributable to the Land Acquisition Trust Fund.

(4) After the required distributions to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), the lesser of 8 percent of the remainder or \$150 million in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund and shall be expended pursuant to s. 420.50871. If 8 percent of the remainder is greater than \$150 million in any fiscal year, the difference between 8 percent of the remainder and \$150 million shall be paid into the State Treasury to the credit of the General Revenue Fund, and deduction of the service charge imposed pursuant to s. 215.20(1). The remainder shall be distributed as follows:

(a) The lesser of 20.5453 percent of the remainder or \$466.75 million in each fiscal year shall be paid into the State Treasury to the credit of the State Transportation Trust Fund. Notwithstanding any other law, the amount credited to the State Transportation Trust Fund shall be used for:

1. Capital funding for the New Starts Transit Program, authorized by Title 49, U.S.C. s. 5309 and specified in s. 341.051, in the amount of 10 percent of the funds;

2. The Small County Outreach Program specified in s. 339.2818, in the amount of 10 percent of the funds;

3. The Strategic Intermodal System specified in ss. 339.61, 339.62, 339.63, and 339.64, in the amount of 75 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2.; and

4. The Transportation Regional Incentive Program specified in s. 339.2819, in the amount of 25 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2. The first \$60 million of the funds allocated pursuant to this subparagraph shall be allocated annually to the Florida Rail Enterprise for the purposes established in s. 341.303(5).

(b) The lesser of 0.1456 percent of the remainder or \$3.25 million in each fiscal year shall be paid into the State Treasury to the credit of the Grants and Donations Trust Fund in the Department of Economic Opportunity to fund technical assistance to local governments.

Moneys distributed pursuant to paragraphs (a) and (b) may not be pledged for debt service unless such pledge is approved by referendum of the voters.

(c) An amount equaling 4.5 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. The funds shall be used as follows:

1. Half of that amount shall be used for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Half of that amount shall be paid into the State Treasury to the credit of the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law.

(d) An amount equaling 5.20254 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. Of such funds:

1. Twelve and one-half percent of that amount shall be deposited into the State Housing Trust Fund and expended by the Department of Economic Opportunity and the Florida Housing Finance Corporation for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Eighty-seven and one-half percent of that amount shall be distributed to the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law. Funds from this category may also be used to provide for state and local services to assist the homeless.

(e) The lesser of 0.017 percent of the remainder or \$300,000 in each fiscal year shall be paid into the State Treasury to the credit of the General Inspection Trust Fund to be used to fund oyster management and restoration programs as provided in s. 379.362(3).

(f) A total of \$75 million shall be paid into the State Treasury to the credit of the State Economic Enhancement and Development Trust Fund within the Department of Economic Opportunity.

(g) An amount equaling 5.4175 percent of the remainder shall be paid into the Resilient Florida Trust Fund to be used for the purposes for which the Resilient Florida Trust Fund was created and exists by law. Funds may be used for planning and project grants.

(h) An amount equaling 5.4175 percent of the remainder shall be paid into the Water Protection and Sustainability Program Trust Fund to be used to fund wastewater grants as specified in s. 403.0673.

(5) Notwithstanding s. 215.32(2)(b)4.a., funds distributed to the State Housing Trust Fund and expended pursuant to s. 420.50871 and funds distributed to the State Housing Trust Fund and the Local Government Housing Trust Fund pursuant to ~~paragraphs (4)(c) and (d)~~ paragraph (4)(e) may not be transferred to the General Revenue Fund in the General Appropriations Act.

(6) After the distributions provided in the preceding subsections, any remaining taxes shall be paid into the State Treasury to the credit of the General Revenue Fund.

Section 11. The amendments made by this act to s. 201.15, Florida Statutes, expire on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 12. Paragraph (p) of subsection (5) of section 212.08, Florida Statutes, is amended, and paragraph (v) is added to that subsection, to read:

212.08 Sales, rental, use, consumption, distribution, and storage tax; specified exemptions.—The sale at retail, the rental, the use, the consumption, the distribution, and the storage to be used or consumed in this state of the following are hereby specifically exempt from the tax imposed by this chapter.

(5) EXEMPTIONS; ACCOUNT OF USE.—

(p) *Community contribution tax credit for donations.*—

1. Authorization.—Persons who are registered with the department under s. 212.18 to collect or remit sales or use tax and who make donations to eligible sponsors are eligible for tax credits against their state sales and use tax liabilities as provided in this paragraph:

a. The credit shall be computed as 50 percent of the person's approved annual community contribution.

b. The credit shall be granted as a refund against state sales and use taxes reported on returns and remitted in the 12 months preceding the date of application to the department for the credit as required in sub-subparagraph 3.c. If the annual credit is not fully used through such refund because of insufficient tax payments during the applicable 12-month period, the unused amount may be included in an application for a refund made pursuant to sub-subparagraph 3.c. in subsequent years against the total tax payments made for such year. Carryover credits may be applied for a 3-year period without regard to any time limitation that would otherwise apply under s. 215.26.

c. A person may not receive more than \$200,000 in annual tax credits for all approved community contributions made in any one year.

d. All proposals for the granting of the tax credit require the prior approval of the Department of Economic Opportunity.

e. The total amount of tax credits which may be granted for all programs approved under this paragraph and ss. 220.183 and 624.5105 is \$25 \$14.5

million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households and \$4.5 million in the ~~2022-2023~~ fiscal year and in each fiscal year thereafter for all other projects. As used in this paragraph, the term “person with special needs” has the same meaning as in s. 420.0004 and the terms “low-income person,” “low-income household,” “very-low-income person,” and “very-low-income household” have the same meanings as in s. 420.9071.

f. A person who is eligible to receive the credit provided in this paragraph, s. 220.183, or s. 624.5105 may receive the credit only under one section of the person’s choice.

2. Eligibility requirements.—

a. A community contribution by a person must be in the following form:

(I) Cash or other liquid assets;

(II) Real property, including 100 percent ownership of a real property holding company;

(III) Goods or inventory; or

(IV) Other physical resources identified by the Department of Economic Opportunity.

For purposes of this sub-subparagraph, the term “real property holding company” means a Florida entity, such as a Florida limited liability company, that is wholly owned by the person; is the sole owner of real property, as defined in s. 192.001(12), located in this ~~the~~ state; is disregarded as an entity for federal income tax purposes pursuant to 26 C.F.R. s. 301.7701-3(b)(1)(ii); and at the time of contribution to an eligible sponsor, has no material assets other than the real property and any other property that qualifies as a community contribution.

b. All community contributions must be reserved exclusively for use in a project. As used in this sub-subparagraph, the term “project” means activity undertaken by an eligible sponsor which is designed to construct, improve, or substantially rehabilitate housing that is affordable to low-income households or very-low-income households; designed to provide housing opportunities for persons with special needs; designed to provide commercial, industrial, or public resources and facilities; or designed to improve entrepreneurial and job-development opportunities for low-income persons. A project may be the investment necessary to increase access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, including projects that result in improvements to communications assets that are owned by a business. A project may include the provision of museum educational programs and materials that are directly related to a project approved

between January 1, 1996, and December 31, 1999, and located in an area which was in an enterprise zone designated pursuant to s. 290.0065 as of May 1, 2015. This paragraph does not preclude projects that propose to construct or rehabilitate housing for low-income households or very-low-income households on scattered sites or housing opportunities for persons with special needs. With respect to housing, contributions may be used to pay the following eligible special needs, low-income, and very-low-income housing-related activities:

(I) Project development impact and management fees for special needs, low-income, or very-low-income housing projects;

(II) Down payment and closing costs for persons with special needs, low-income persons, and very-low-income persons;

(III) Administrative costs, including housing counseling and marketing fees, not to exceed 10 percent of the community contribution, directly related to special needs, low-income, or very-low-income projects; and

(IV) Removal of liens recorded against residential property by municipal, county, or special district local governments if satisfaction of the lien is a necessary precedent to the transfer of the property to a low-income person or very-low-income person for the purpose of promoting home ownership. Contributions for lien removal must be received from a nonrelated third party.

c. The project must be undertaken by an “eligible sponsor,” which includes:

(I) A community action program;

(II) A nonprofit community-based development organization whose mission is the provision of housing for persons with special needs, low-income households, or very-low-income households or increasing entrepreneurial and job-development opportunities for low-income persons;

(III) A neighborhood housing services corporation;

(IV) A local housing authority created under chapter 421;

(V) A community redevelopment agency created under s. 163.356;

(VI) A historic preservation district agency or organization;

(VII) A local workforce development board;

(VIII) A direct-support organization as provided in s. 1009.983;

(IX) An enterprise zone development agency created under s. 290.0056;

(X) A community-based organization incorporated under chapter 617 which is recognized as educational, charitable, or scientific pursuant to s.

501(c)(3) of the Internal Revenue Code and whose bylaws and articles of incorporation include affordable housing, economic development, or community development as the primary mission of the corporation;

(XI) Units of local government;

(XII) Units of state government; or

(XIII) Any other agency that the Department of Economic Opportunity designates by rule.

A contributing person may not have a financial interest in the eligible sponsor.

d. The project must be located in an area which was in an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, or a Front Porch Florida Community, unless the project increases access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, but is physically located outside the designated rural zone boundaries. Any project designed to construct or rehabilitate housing for low-income households or very-low-income households or housing opportunities for persons with special needs is exempt from the area requirement of this sub-subparagraph.

e.(I) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications as follows:

(A) If tax credit applications submitted for approved projects of an eligible sponsor do not exceed \$200,000 in total, the credits shall be granted in full if the tax credit applications are approved.

(B) If tax credit applications submitted for approved projects of an eligible sponsor exceed \$200,000 in total, the amount of tax credits granted pursuant to sub-sub-sub-subparagraph (A) shall be subtracted from the amount of available tax credits, and the remaining credits shall be granted to each approved tax credit application on a pro rata basis.

(II) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing

opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and shall grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications on a pro rata basis.

3. Application requirements.—

a. An eligible sponsor seeking to participate in this program must submit a proposal to the Department of Economic Opportunity which sets forth the name of the sponsor, a description of the project, and the area in which the project is located, together with such supporting information as is prescribed by rule. The proposal must also contain a resolution from the local governmental unit in which the project is located certifying that the project is consistent with local plans and regulations.

b. A person seeking to participate in this program must submit an application for tax credit to the Department of Economic Opportunity which sets forth the name of the sponsor; a description of the project; and the type, value, and purpose of the contribution. The sponsor shall verify, in writing, the terms of the application and indicate its receipt of the contribution, and such verification must accompany the application for tax credit. The person must submit a separate tax credit application to the Department of Economic Opportunity for each individual contribution that it makes to each individual project.

c. A person who has received notification from the Department of Economic Opportunity that a tax credit has been approved must apply to the department to receive the refund. Application must be made on the form prescribed for claiming refunds of sales and use taxes and be accompanied by a copy of the notification. A person may submit only one application for refund to the department within a 12-month period.

4. Administration.—

a. The Department of Economic Opportunity may adopt rules necessary to administer this paragraph, including rules for the approval or disapproval of proposals by a person.

b. The decision of the Department of Economic Opportunity must be in writing, and, if approved, the notification shall state the maximum credit

allowable to the person. Upon approval, the Department of Economic Opportunity shall transmit a copy of the decision to the department.

c. The Department of Economic Opportunity shall periodically monitor all projects in a manner consistent with available resources to ensure that resources are used in accordance with this paragraph; however, each project must be reviewed at least once every 2 years.

d. The Department of Economic Opportunity shall, in consultation with the statewide and regional housing and financial intermediaries, market the availability of the community contribution tax credit program to community-based organizations.

(v) Building materials used in construction of affordable housing units.

1. As used in this paragraph, the term:

a. “Affordable housing development” means property that has units subject to an agreement with the Florida Housing Finance Corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

b. “Building materials” means tangible personal property that becomes a component part of eligible residential units in an affordable housing development. The term includes appliances and does not include plants, landscaping, fencing, and hardscaping.

c. “Eligible residential units” means newly constructed units within an affordable housing development which are restricted under the land use restriction agreement.

d. “Newly constructed” means improvements to real property which did not previously exist or the construction of a new improvement where an old improvement was removed. The term does not include the renovation, restoration, rehabilitation, modification, alteration, or expansion of buildings already located on the parcel on which the eligible residential unit is built.

e. “Real property” has the same meaning as provided in s. 192.001(12).

f. “Substantially completed” has the same meaning as in s. 192.042(1).

2. Building materials used in eligible residential units are exempt from the tax imposed by this chapter if an owner demonstrates to the satisfaction of the department that the requirements of this paragraph have been met. Except as provided in subparagraph 3., this exemption inures to the owner at the time an eligible residential unit is substantially completed, but only through a refund of previously paid taxes. To receive a refund pursuant to this paragraph, the owner of the eligible residential units must file an

application with the department. The application must include all of the following:

- a. The name and address of the person claiming the refund.
- b. An address and assessment roll parcel number of the real property that was improved for which a refund of previously paid taxes is being sought.
- c. A description of the eligible residential units for which a refund of previously paid taxes is being sought, including the number of such units.
- d. A copy of a valid building permit issued by the county or municipal building department for the eligible residential units.
- e. A sworn statement, under penalty of perjury, from the general contractor licensed in this state with whom the owner contracted to build the eligible residential units which specifies the building materials, the actual cost of the building materials, and the amount of sales tax paid in this state on the building materials, and which states that the improvement to the real property was newly constructed. If a general contractor was not used, the owner must make the sworn statement required by this sub-subparagraph. Copies of the invoices evidencing the actual cost of the building materials and the amount of sales tax paid on such building materials must be attached to the sworn statement provided by the general contractor or by the owner. If copies of such invoices are not attached, the cost of the building materials is deemed to be an amount equal to 40 percent of the increase in the final assessed value of the eligible residential units for ad valorem tax purposes less the most recent assessed value of land for the units.
- f. A certification by the local building code inspector that the eligible residential unit is substantially completed.
- g. A copy of the land use restriction agreement with the Florida Housing Finance Corporation for the eligible residential units.

3. The exemption under this paragraph inures to a municipality, county, other governmental unit or agency, or nonprofit community-based organization through a refund of previously paid taxes if the building materials are paid for from the funds of a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or loan program. To receive a refund, a municipality, county, other governmental unit or agency, or nonprofit community-based organization must submit an application that includes the same information required under subparagraph 2. In addition, the applicant must include a sworn statement signed by the chief executive officer of the municipality, county, other governmental unit or agency, or nonprofit community-based organization seeking a refund which states that the building materials for which a refund is sought were

funded by a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or loan program.

4. The person seeking a refund must submit an application for refund to the department within 6 months after the eligible residential unit is deemed to be substantially completed by the local building code inspector or by November 1 after the improved property is first subject to assessment.

5. Only one exemption through a refund of previously paid taxes may be claimed for any eligible residential unit. A refund may not be granted unless the amount to be refunded exceeds \$500. A refund may not exceed the lesser of \$5,000 or 97.5 percent of the Florida sales or use tax paid on the cost of building materials as determined pursuant to sub-subparagraph 2.e. The department shall issue a refund within 30 days after it formally approves a refund application.

6. The department may adopt rules governing the manner and format of refund applications and may establish guidelines as to the requisites for an affirmative showing of qualification for exemption under this paragraph.

7. This exemption under this paragraph applies to sales of building materials that occur on or after July 1, 2023.

Section 13. Subsection (24) is added to section 213.053, Florida Statutes, to read:

213.053 Confidentiality and information sharing.—

(24) The department may make available to the Florida Housing Finance Corporation, exclusively for official purposes, information for the purpose of administering the Live Local Program pursuant to s. 420.50872.

Section 14. Section 215.212, Florida Statutes, is created to read:

215.212 Service charge elimination.—

(1) Notwithstanding s. 215.20(1), the service charge provided in s. 215.20(1) may not be deducted from the proceeds of the taxes distributed under s. 201.15.

(2) This section is repealed July 1, 2033.

Section 15. Paragraph (i) of subsection (1) of section 215.22, Florida Statutes, is amended to read:

215.22 Certain income and certain trust funds exempt.—

(1) The following income of a revenue nature or the following trust funds shall be exempt from the appropriation required by s. 215.20(1):

(i) Bond proceeds or revenues dedicated for bond repayment, ~~except for the Documentary Stamp Clearing Trust Fund administered by the Department of Revenue.~~

Section 16. The amendment made by this act to s. 215.22, Florida Statutes, expires on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 17. Subsection (8) of section 220.02, Florida Statutes, is amended to read:

220.02 Legislative intent.—

(8) It is the intent of the Legislature that credits against either the corporate income tax or the franchise tax be applied in the following order: those enumerated in s. 631.828, those enumerated in s. 220.191, those enumerated in s. 220.181, those enumerated in s. 220.183, those enumerated in s. 220.182, those enumerated in s. 220.1895, those enumerated in s. 220.195, those enumerated in s. 220.184, those enumerated in s. 220.186, those enumerated in s. 220.1845, those enumerated in s. 220.19, those enumerated in s. 220.185, those enumerated in s. 220.1875, those enumerated in s. 220.1876, those enumerated in s. 220.1877, those enumerated in s. 220.1878, those enumerated in s. 220.193, those enumerated in s. 288.9916, those enumerated in s. 220.1899, those enumerated in s. 220.194, those enumerated in s. 220.196, those enumerated in s. 220.198, and those enumerated in s. 220.1915.

Section 18. Paragraph (a) of subsection (1) of section 220.13, Florida Statutes, is amended to read:

220.13 “Adjusted federal income” defined.—

(1) The term “adjusted federal income” means an amount equal to the taxpayer’s taxable income as defined in subsection (2), or such taxable income of more than one taxpayer as provided in s. 220.131, for the taxable year, adjusted as follows:

(a) *Additions.*—There shall be added to such taxable income:

1.a. The amount of any tax upon or measured by income, excluding taxes based on gross receipts or revenues, paid or accrued as a liability to the District of Columbia or any state of the United States which is deductible from gross income in the computation of taxable income for the taxable year.

b. Notwithstanding sub-subparagraph a., if a credit taken under s. 220.1875, s. 220.1876, ~~or s. 220.1877~~, or s. 220.1878 is added to taxable income in a previous taxable year under subparagraph 11. and is taken as a deduction for federal tax purposes in the current taxable year, the amount of

the deduction allowed shall not be added to taxable income in the current year. The exception in this sub-subparagraph is intended to ensure that the credit under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878 is added in the applicable taxable year and does not result in a duplicate addition in a subsequent year.

2. The amount of interest which is excluded from taxable income under s. 103(a) of the Internal Revenue Code or any other federal law, less the associated expenses disallowed in the computation of taxable income under s. 265 of the Internal Revenue Code or any other law, excluding 60 percent of any amounts included in alternative minimum taxable income, as defined in s. 55(b)(2) of the Internal Revenue Code, if the taxpayer pays tax under s. 220.11(3).

3. In the case of a regulated investment company or real estate investment trust, an amount equal to the excess of the net long-term capital gain for the taxable year over the amount of the capital gain dividends attributable to the taxable year.

4. That portion of the wages or salaries paid or incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.181. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

5. That portion of the ad valorem school taxes paid or incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.182. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

6. The amount taken as a credit under s. 220.195 which is deductible from gross income in the computation of taxable income for the taxable year.

7. That portion of assessments to fund a guaranty association incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year.

8. In the case of a nonprofit corporation which holds a pari-mutuel permit and which is exempt from federal income tax as a farmers' cooperative, an amount equal to the excess of the gross income attributable to the pari-mutuel operations over the attributable expenses for the taxable year.

9. The amount taken as a credit for the taxable year under s. 220.1895.

10. Up to nine percent of the eligible basis of any designated project which is equal to the credit allowable for the taxable year under s. 220.185.

11. Any amount taken as a credit for the taxable year under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as both a deduction from income and a credit against

the tax. This addition is not intended to result in adding the same expense back to income more than once.

12. The amount taken as a credit for the taxable year under s. 220.193.

13. Any portion of a qualified investment, as defined in s. 288.9913, which is claimed as a deduction by the taxpayer and taken as a credit against income tax pursuant to s. 288.9916.

14. The costs to acquire a tax credit pursuant to s. 288.1254(5) that are deducted from or otherwise reduce federal taxable income for the taxable year.

15. The amount taken as a credit for the taxable year pursuant to s. 220.194.

16. The amount taken as a credit for the taxable year under s. 220.196. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as both a deduction from income and a credit against the tax. The addition is not intended to result in adding the same expense back to income more than once.

17. The amount taken as a credit for the taxable year pursuant to s. 220.198.

18. The amount taken as a credit for the taxable year pursuant to s. 220.1915.

Section 19. Paragraph (c) of subsection (1) of section 220.183, Florida Statutes, is amended to read:

220.183 Community contribution tax credit.—

(1) AUTHORIZATION TO GRANT COMMUNITY CONTRIBUTION TAX CREDITS; LIMITATIONS ON INDIVIDUAL CREDITS AND PROGRAM SPENDING.—

(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 624.5105 is ~~\$25~~ \$14.5 million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 and homeownership opportunities for low-income households or very-low-income households as defined in s. 420.9071 and \$4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 20. Subsection (2) of section 220.186, Florida Statutes, is amended to read:

220.186 Credit for Florida alternative minimum tax.—

(2) The credit pursuant to this section shall be the amount of the excess, if any, of the tax paid based upon taxable income determined pursuant to s. 220.13(2)(k) over the amount of tax which would have been due based upon taxable income without application of s. 220.13(2)(k), before application of this credit without application of any credit under s. 220.1875, s. 220.1876, ~~or s. 220.1877, or s. 220.1878.~~

Section 21. Section 220.1878, Florida Statutes, is created to read:

220.1878 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under this chapter after the application of any other allowable credits by the taxpayer. An eligible contribution must be made to the Live Local Program on or before the date the taxpayer is required to file a return pursuant to s. 220.222. The credit granted by this section must be reduced by the difference between the amount of federal corporate income tax, taking into account the credit granted by this section, and the amount of federal corporate income tax without application of the credit granted by this section.

(2) A taxpayer who files a Florida consolidated return as a member of an affiliated group pursuant to s. 220.131(1) may be allowed the credit on a consolidated return basis; however, the total credit taken by the affiliated group is subject to the limitation established under subsection (1).

(3) Section 420.50872 applies to the credit authorized by this section.

(4) If a taxpayer applies and is approved for a credit under s. 420.50872 after timely requesting an extension to file under s. 220.222(2):

(a) The credit does not reduce the amount of tax due for purposes of the department's determination as to whether the taxpayer was in compliance with the requirement to pay tentative taxes under ss. 220.222 and 220.32.

(b) The taxpayer's noncompliance with the requirement to pay tentative taxes shall result in the revocation and rescindment of any such credit.

(c) The taxpayer shall be assessed for any taxes, penalties, or interest due from the taxpayer's noncompliance with the requirement to pay tentative taxes.

Section 22. Paragraph (c) of subsection (2) of section 220.222, Florida Statutes, is amended to read:

220.222 Returns; time and place for filing.—

(2)

(c)1. For purposes of this subsection, a taxpayer is not in compliance with s. 220.32 if the taxpayer underpays the required payment by more than the greater of \$2,000 or 30 percent of the tax shown on the return when filed.

2. For the purpose of determining compliance with s. 220.32 as referenced in subparagraph 1., the tax shown on the return when filed must include the amount of the allowable credits taken on the return pursuant to s. 220.1878.

Section 23. Subsection (5) of section 253.034, Florida Statutes, is amended to read:

253.034 State-owned lands; uses.—

(5) Each manager of conservation lands shall submit to the Division of State Lands a land management plan at least every 10 years in a form and manner adopted by rule of the board of trustees and in accordance with s. 259.032. Each manager of conservation lands shall also update a land management plan whenever the manager proposes to add new facilities or make substantive land use or management changes that were not addressed in the approved plan, or within 1 year after the addition of significant new lands. Each manager of nonconservation lands shall submit to the Division of State Lands a land use plan at least every 10 years in a form and manner adopted by rule of the board of trustees. The division shall review each plan for compliance with the requirements of this subsection and the requirements of the rules adopted by the board of trustees pursuant to this section. All nonconservation land use plans, whether for single-use or multiple-use properties, shall be managed to provide the greatest benefit to the state. Plans for managed areas larger than 1,000 acres shall contain an analysis of the multiple-use potential of the property which includes the potential of the property to generate revenues to enhance the management of the property. In addition, the plan shall contain an analysis of the potential use of private land managers to facilitate the restoration or management of these lands and whether nonconservation lands would be more appropriately transferred to the county or municipality in which the land is located for the purpose of providing affordable multifamily rental housing that meets the criteria of s. 420.0004(3). If a newly acquired property has a valid conservation plan that was developed by a soil and conservation district, such plan shall be used to guide management of the property until a formal land use plan is completed.

(a) State conservation lands shall be managed to ensure the conservation of this the state's plant and animal species and to ensure the accessibility of state lands for the benefit and enjoyment of all people of this the state, both present and future. Each land management plan for state conservation lands shall provide a desired outcome, describe both short-term and long-term management goals, and include measurable objectives to achieve those goals. Short-term goals shall be achievable within a 2-year planning period, and long-term goals shall be achievable within a 10-year

planning period. These short-term and long-term management goals shall be the basis for all subsequent land management activities.

(b) Short-term and long-term management goals for state conservation lands shall include measurable objectives for the following, as appropriate:

1. Habitat restoration and improvement.
2. Public access and recreational opportunities.
3. Hydrological preservation and restoration.
4. Sustainable forest management.
5. Exotic and invasive species maintenance and control.
6. Capital facilities and infrastructure.
7. Cultural and historical resources.
8. Imperiled species habitat maintenance, enhancement, restoration, or population restoration.

(c) The land management plan shall, at a minimum, contain the following elements:

1. A physical description of the land.
2. A quantitative data description of the land which includes an inventory of forest and other natural resources; exotic and invasive plants; hydrological features; infrastructure, including recreational facilities; and other significant land, cultural, or historical features. The inventory shall reflect the number of acres for each resource and feature, when appropriate. The inventory shall be of such detail that objective measures and benchmarks can be established for each tract of land and monitored during the lifetime of the plan. All quantitative data collected shall be aggregated, standardized, collected, and presented in an electronic format to allow for uniform management reporting and analysis. The information collected by the Department of Environmental Protection pursuant to s. 253.0325(2) shall be available to the land manager and his or her assignee.
3. A detailed description of each short-term and long-term land management goal, the associated measurable objectives, and the related activities that are to be performed to meet the land management objectives. Each land management objective must be addressed by the land management plan, and if practicable, a land management objective may not be performed to the detriment of the other land management objectives.
4. A schedule of land management activities which contains short-term and long-term land management goals and the related measurable objective and activities. The schedule shall include for each activity a timeline for completion, quantitative measures, and detailed expense and manpower

budgets. The schedule shall provide a management tool that facilitates development of performance measures.

5. A summary budget for the scheduled land management activities of the land management plan. For state lands containing or anticipated to contain imperiled species habitat, the summary budget shall include any fees anticipated from public or private entities for projects to offset adverse impacts to imperiled species or such habitat, which fees shall be used solely to restore, manage, enhance, repopulate, or acquire imperiled species habitat. The summary budget shall be prepared in such manner that it facilitates computing an aggregate of land management costs for all state-managed lands using the categories described in s. 259.037(3).

(d) Upon completion, the land management plan must be transmitted to the Acquisition and Restoration Council for review. The council shall have 90 days after receipt of the plan to review the plan and submit its recommendations to the board of trustees. During the review period, the land management plan may be revised if agreed to by the primary land manager and the council taking into consideration public input. The land management plan becomes effective upon approval by the board of trustees.

(e) Land management plans are to be updated every 10 years on a rotating basis. Each updated land management plan must identify any conservation lands under the plan, in part or in whole, that are no longer needed for conservation purposes and could be disposed of in fee simple or with the state retaining a permanent conservation easement.

(f) In developing land management plans, at least one public hearing shall be held in any one affected county.

(g) The Division of State Lands shall make available to the public an electronic copy of each land management plan for parcels that exceed 160 acres in size. The division shall review each plan for compliance with the requirements of this subsection, the requirements of chapter 259, and the requirements of the rules adopted by the board of trustees pursuant to this section. The Acquisition and Restoration Council shall also consider the propriety of the recommendations of the managing entity with regard to the future use of the property, the protection of fragile or nonrenewable resources, the potential for alternative or multiple uses not recognized by the managing entity, and the possibility of disposal of the property by the board of trustees. After its review, the council shall submit the plan, along with its recommendations and comments, to the board of trustees. The council shall specifically recommend to the board of trustees whether to approve the plan as submitted, approve the plan with modifications, or reject the plan. If the council fails to make a recommendation for a land management plan, the Secretary of Environmental Protection, Commissioner of Agriculture, or executive director of the Fish and Wildlife Conservation Commission or their designees shall submit the land management plan to the board of trustees.

(h) The board of trustees shall consider the land management plan submitted by each entity and the recommendations of the Acquisition and Restoration Council and the Division of State Lands and shall approve the plan with or without modification or reject such plan. The use or possession of any such lands that is not in accordance with an approved land management plan is subject to termination by the board of trustees.

(i)1. State nonconservation lands shall be managed to provide the greatest benefit to the state. State nonconservation lands may be grouped by similar land use types under one land use plan. Each land use plan shall, at a minimum, contain the following elements:

a. A physical description of the land to include any significant natural or cultural resources as well as management strategies developed by the land manager to protect such resources.

b. A desired development outcome.

c. A schedule for achieving the desired development outcome.

d. A description of both short-term and long-term development goals.

e. A management and control plan for invasive nonnative plants.

f. A management and control plan for soil erosion and soil and water contamination.

g. Measureable objectives to achieve the goals identified in the land use plan.

2. Short-term goals shall be achievable within a 5-year planning period and long-term goals shall be achievable within a 10-year planning period.

3. The use or possession of any such lands that is not in accordance with an approved land use plan is subject to termination by the board of trustees.

4. Land use plans submitted by a manager shall include reference to appropriate statutory authority for such use or uses and shall conform to the appropriate policies and guidelines of the state land management plan.

Section 24. Subsection (1) of section 253.0341, Florida Statutes, is amended to read:

253.0341 Surplus of state-owned lands.—

(1) The board of trustees shall determine which lands, the title to which is vested in the board, may be surplus. For all conservation lands, the Acquisition and Restoration Council shall make a recommendation to the board of trustees, and the board of trustees shall determine whether the lands are no longer needed for conservation purposes. If the board of trustees determines the lands are no longer needed for conservation purposes, it may dispose of such lands by an affirmative vote of at least three members. In the

case of a land exchange involving the disposition of conservation lands, the board of trustees must determine by an affirmative vote of at least three members that the exchange will result in a net positive conservation benefit. For all nonconservation lands, the board of trustees shall determine whether the lands are no longer needed. If the board of trustees determines the lands are no longer needed, it may dispose of such lands by an affirmative vote of at least three members. Local government requests for the state to surplus conservation or nonconservation lands, whether for purchase, ~~or exchange, or any other means of transfer,~~ must shall be expedited throughout the surplus process. Property jointly acquired by the state and other entities may not be surplus without the consent of all joint owners.

Section 25. Subsection (2) of section 288.101, Florida Statutes, is amended to read:

288.101 Florida Job Growth Grant Fund.—

(2) The department and Enterprise Florida, Inc., may identify projects, solicit proposals, and make funding recommendations to the Governor, who is authorized to approve:

(a) State or local public infrastructure projects to promote:

1. Economic recovery in specific regions of this the state;;
2. Economic diversification;; or
3. Economic enhancement in a targeted industry.

(b) State or local public infrastructure projects to facilitate the development or construction of affordable housing. This paragraph is repealed July 1, 2033.

(c) Infrastructure funding to accelerate the rehabilitation of the Herbert Hoover Dike. The department or the South Florida Water Management District may enter into agreements, as necessary, with the United States Army Corps of Engineers to implement this paragraph.

(d)(e) Workforce training grants to support programs at state colleges and state technical centers that provide participants with transferable, sustainable workforce skills applicable to more than a single employer, and for equipment associated with these programs. The department shall work with CareerSource Florida, Inc., to ensure programs are offered to the public based on criteria established by the state college or state technical center and do not exclude applicants who are unemployed or underemployed.

Section 26. Section 420.0003, Florida Statutes, is amended to read:

(Substantial rewording of section. See s. 420.0003, F.S., for present text.)

420.0003 State housing strategy.—

(1) LEGISLATIVE INTENT.—It is the intent of this act to articulate a state housing strategy that will carry the state toward the goal of ensuring that each Floridian has safe, decent, and affordable housing. This strategy must involve state and local governments working in partnership with communities and the private sector and must involve financial, as well as regulatory, commitment to accomplish this goal.

(2) POLICIES.—

(a) Housing production and rehabilitation programs.—Programs to encourage housing production or rehabilitation must be guided by the following general policies, as appropriate for the purpose of the specific program:

1. State and local governments shall provide incentives to encourage the private sector to be the primary delivery vehicle for the development of affordable housing. When possible, state funds should be heavily leveraged to achieve the maximum federal, local, and private commitment of funds and be used to ensure long-term affordability. To the maximum extent possible, state funds should be expended to create new housing stock and be used for repayable loans rather than grants. Local incentives to stimulate private sector development of affordable housing may include establishment of density bonus incentives.

2. State and local governments should consider and implement innovative solutions to housing issues where appropriate. Innovative solutions include, but are not limited to:

a. Utilizing publicly held land to develop affordable housing through state or local land purchases, long-term land leasing, and school district affordable housing programs. To the maximum extent possible, state-owned lands that are appropriate for the development of affordable housing must be made available for that purpose.

b. Community-led planning that focuses on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property, resiliency, and furthering development in areas with preexisting public services, such as wastewater, transit, and schools.

c. Project features that maximize efficiency in land and resource use, such as high density, high rise, and mixed use.

d. Mixed-income projects that facilitate more diverse and successful communities.

e. Modern housing concepts such as manufactured homes, tiny homes, 3D-printed homes, and accessory dwelling units.

3. State funds should be available only to local governments that provide incentives or financial assistance for housing. State funding for housing should not be made available to local governments whose comprehensive plans have been found not in compliance with chapter 163 and who have not entered into a stipulated settlement agreement with the department to bring the plans into compliance. State funds should be made available only for projects consistent with the local government's comprehensive plan.

4. Local governments are encouraged to enter into interlocal agreements, as appropriate, to coordinate strategies and maximize the use of state and local funds.

5. State-funded development should emphasize use of developed land, urban infill, and the transformation of existing infrastructure in order to minimize sprawl, separation of housing from employment, and effects of increased housing on ecological preservation areas. Housing available to the state's workforce should prioritize proximity to employment and services.

(b) *Public-private partnerships.*—Cost-effective public-private partnerships must emphasize production and preservation of affordable housing.

1. Data must be developed and maintained on the affordable housing activities of local governments, community-based organizations, and private developers.

2. The state shall assist local governments and community-based organizations by providing training and technical assistance.

3. In coordination with local activities and with federal initiatives, the state shall provide incentives for public sector and private sector development of affordable housing.

(c) *Preservation of housing stock.*—The existing stock of affordable housing must be preserved and improved through rehabilitation programs and expanded neighborhood revitalization efforts to promote suitable living environments for individuals and families.

(d) *Unique housing needs.*—The wide range of need for safe, decent, and affordable housing must be addressed, with an emphasis on assisting the neediest persons.

1. State housing programs must promote the self-sufficiency and economic dignity of the people of this state, including elderly persons and persons with disabilities.

2. The housing requirements of special needs populations must be addressed through programs that promote a range of housing options bolstering integration with the community.

3. All housing initiatives and programs must be nondiscriminatory.

4. The geographic distribution of resources must provide for the development of housing in rural and urban areas.

5. The important contribution of public housing to the well-being of citizens in need shall be acknowledged through efforts to continue and bolster existing programs. State and local government funds allocated to enhance public housing must be used to supplement, not supplant, federal support.

(3) IMPLEMENTATION.—The state, in carrying out the strategy articulated in this section, shall have the following duties:

(a) State fiscal resources must be directed to achieve the following programmatic objectives:

1. Effective technical assistance and capacity-building programs must be established at the state and local levels.

2. The Shimberg Center for Housing Studies at the University of Florida shall develop and maintain statewide data on housing needs and production, provide technical assistance relating to real estate development and finance, operate an information clearinghouse on housing programs, and coordinate state housing initiatives with local government and federal programs.

3. The corporation shall maintain a consumer-focused website for connecting tenants with affordable housing.

(b) The long-range program plan of the department must include specific goals, objectives, and strategies that implement the housing policies in this section.

(c) The Shimberg Center for Housing Studies at the University of Florida, in consultation with the department and the corporation, shall perform functions related to the research and planning for affordable housing. Functions must include quantifying affordable housing needs, documenting results of programs administered, and inventorying the supply of affordable housing units made available in this state. The recommendations required in this section and a report of any programmatic modifications made as a result of these policies must be included in the housing report required by s. 420.6075. The report must identify the needs of specific populations, including, but not limited to, elderly persons, persons with disabilities, and persons with special needs, and may recommend statutory modifications when appropriate.

(d) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall evaluate affordable housing issues pursuant to the schedule set forth in this paragraph. OPPAGA may coordinate with and rely upon the expertise and research activities of the Shimberg Center for Housing Studies in conducting the evaluations. The analysis may include relevant reports prepared by the Shimberg Center for Housing Studies, the department, the corporation, and the provider of the Affordable Housing

Catalyst Program; interviews with the agencies, providers, offices, developers, and other organizations related to the development and provision of affordable housing at the state and local levels; and any other relevant data. When appropriate, each report must recommend policy and statutory modifications for consideration by the Legislature. Each report must be submitted to the President of the Senate and the Speaker of the House of Representatives pursuant to the schedule. OPPAGA shall review and evaluate:

1. By December 15, 2023, and every 5 years thereafter, innovative affordable housing strategies implemented by other states, their effectiveness, and their potential for implementation in this state.

2. By December 15, 2024, and every 5 years thereafter, affordable housing policies enacted by local governments, their effectiveness, and which policies constitute best practices for replication across this state. The report must include a review and evaluation of the extent to which interlocal cooperation is used, effective, or hampered.

3. By December 15, 2025, and every 5 years thereafter, existing state-level housing rehabilitation, production, preservation, and finance programs to determine their consistency with relevant policies in this section and effectiveness in providing affordable housing. The report must also include an evaluation of the degree of coordination between housing programs of this state, and between state, federal, and local housing activities, and shall recommend improved program linkages when appropriate.

(e) The department and the corporation should conform the administrative rules for each housing program to the policies stated in this section, provided that such changes in the rules are consistent with the statutory intent or requirements for the program. This authority applies only to programs offering loans, grants, or tax credits and only to the extent that state policies are consistent with applicable federal requirements.

Section 27. Subsection (36) of section 420.503, Florida Statutes, is amended to read:

420.503 Definitions.—As used in this part, the term:

(36) “Qualified contract” has the same meaning as in 26 U.S.C. s. 42(h)(6)(F) in effect on the date of the preliminary determination certificate for the low-income housing tax credits for the development that is the subject of the qualified contract request, unless the Internal Revenue Code requires a different statute or regulation to apply to the development. The corporation shall deem a bona fide contract to be a qualified contract at the time the bona fide contract is presented to the owner and the initial second-earnest money deposit is deposited in escrow in accordance with the terms of the bona fide contract, and, in such event, the corporation is deemed to have fulfilled its responsibility to present the owner with a qualified contract.

Section 28. Subsection (3) and paragraph (a) of subsection (4) of section 420.504, Florida Statutes, are amended to read:

420.504 Public corporation; creation, membership, terms, expenses.—

(3) The corporation is a separate budget entity and is not subject to control, supervision, or direction by the department of ~~Economic Opportunity~~ in any manner, including, but not limited to, personnel, purchasing, transactions involving real or personal property, and budgetary matters. The corporation shall consist of a board of directors composed of the Secretary of Economic Opportunity as an ex officio and voting member, or a senior-level agency employee designated by the secretary, one member appointed by the President of the Senate, one member appointed by the Speaker of the House of Representatives, and eight members appointed by the Governor subject to confirmation by the Senate from the following:

(a) One citizen actively engaged in the residential home building industry.

(b) One citizen actively engaged in the banking or mortgage banking industry.

(c) One citizen who is a representative of those areas of labor engaged in home building.

(d) One citizen with experience in housing development who is an advocate for low-income persons.

(e) One citizen actively engaged in the commercial building industry.

(f) One citizen who is a former local government elected official.

(g) Two citizens of the state who are not principally employed as members or representatives of any of the groups specified in paragraphs (a)-(f).

(4)(a) Members of the corporation shall be appointed for terms of 4 years, except that any vacancy shall be filled for the unexpired term. Vacancies on the board shall be filled by appointment by the Governor, the President of the Senate, or the Speaker of the House of Representatives, respectively, depending on who appointed the member whose vacancy is to be filled or whose term has expired.

Section 29. Subsection (30) of section 420.507, Florida Statutes, is amended to read:

420.507 Powers of the corporation.—The corporation shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers which are in addition to all other powers granted by other provisions of this part:

(30) To prepare and submit to the Secretary of Economic Opportunity a budget request for purposes of the corporation, which request must shall, notwithstanding the provisions of chapter 216 and in accordance with s. 216.351, contain a request for operational expenditures and separate requests for other authorized corporation programs. The request must include, for informational purposes, the amount of state funds necessary to use all federal housing funds anticipated to be received by, or allocated to, the state in the fiscal year in order to maximize the production of new, affordable multifamily housing units in this state. The request need not contain information on the number of employees, salaries, or any classification thereof, and the approved operating budget therefor need not comply with s. 216.181(8)-(10). The secretary may include within the department's budget request the corporation's budget request in the form as authorized by this section.

Section 30. The amendment made by this act to s. 420.507(30), Florida Statutes, expires July 1, 2033, and the text of that subsection shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of text which expire pursuant to this section.

Section 31. Subsection (10) of section 420.5087, Florida Statutes, is amended to read:

420.5087 State Apartment Incentive Loan Program.—There is hereby created the State Apartment Incentive Loan Program for the purpose of providing first, second, or other subordinated mortgage loans or loan guarantees to sponsors, including for-profit, nonprofit, and public entities, to provide housing affordable to very-low-income persons.

(10) The corporation may prioritize a portion of the program funds set aside under paragraph (3)(d) for persons with special needs as defined in s. 420.0004(13) to provide funding for the development of newly constructed permanent rental housing ~~on a campus~~ that provides housing for persons in foster care or persons aging out of foster care pursuant to s. 409.1451. Such housing shall promote and facilitate access to community-based supportive, educational, and employment services and resources that assist persons aging out of foster care to successfully transition to independent living and adulthood. The corporation must consult with the Department of Children and Families to create minimum criteria for such housing.

Section 32. Section 420.50871, Florida Statutes, is created to read:

420.50871 Allocation of increased revenues derived from amendments to s. 201.15 made by this act.—Funds that result from increased revenues to the State Housing Trust Fund derived from amendments made to s. 201.15 made by this act must be used annually for projects under the State Apartment Incentive Loan Program under s. 420.5087 as set forth in this section, notwithstanding ss. 420.507(48) and (50) and 420.5087(1) and (3).

The Legislature intends for these funds to provide for innovative projects that provide affordable and attainable housing for persons and families working, going to school, or living in this state. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2). Beginning in the 2023-2024 fiscal year and annually for 10 years thereafter:

(1) The corporation shall allocate 70 percent of the funds provided by this section to issue competitive requests for application for the affordable housing project purposes specified in this subsection. The corporation shall finance projects that:

(a) Both redevelop an existing affordable housing development and provide for the construction of a new development within close proximity to the existing development to be rehabilitated. Each project must provide for building the new affordable housing development first, relocating the tenants of the existing development to the new development, and then demolishing the existing development for reconstruction of an affordable housing development with more overall and affordable units.

(b) Address urban infill, including conversions of vacant, dilapidated, or functionally obsolete buildings or the use of underused commercial property.

(c) Provide for mixed use of the location, incorporating nonresidential uses, such as retail, office, institutional, or other appropriate commercial or nonresidential uses.

(d) Provide housing near military installations in this state, with preference given to projects that incorporate critical services for service-members, their families, and veterans, such as mental health treatment services, employment services, and assistance with transition from active-duty service to civilian life.

(2) From the remaining funds, the corporation shall allocate the funds to issue competitive requests for application for any of the following affordable housing purposes specified in this subsection. The corporation shall finance projects that:

(a) Propose using or leasing public lands. Projects that propose to use or lease public lands must include a resolution or other agreement with the unit of government owning the land to use the land for affordable housing purposes.

(b) Address the needs of young adults who age out of the foster care system.

(c) Meet the needs of elderly persons.

(d) Provide housing to meet the needs in areas of rural opportunity, designated pursuant to s. 288.0656.

(3) Under any request for application under this section, the corporation shall coordinate with the appropriate state department or agency and prioritize projects that provide for mixed-income developments.

(4) This section does not prohibit the corporation from allocating additional funds to the purposes described in this section. In any fiscal year, if the funds allocated by the corporation to any request for application under subsections (1) and (2) are not fully used after the application and award processes are complete, the corporation may use those funds to supplement any future request for application under this section.

(5) This section is repealed June 30, 2033.

Section 33. The Division of Law Revision is directed to replace the phrase “this act” wherever it occurs in s. 420.50871, Florida Statutes, as created by this act, with the assigned chapter number of this act.

Section 34. Section 420.50872, Florida Statutes, is created to read:

420.50872 Live Local Program.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Annual tax credit amount” means, for any state fiscal year, the sum of the amount of tax credits approved under paragraph (3)(a), including tax credits to be taken under s. 220.1878 or s. 624.51058, which are approved for taxpayers whose taxable years begin on or after January 1 of the calendar year preceding the start of the applicable state fiscal year.

(b) “Eligible contribution” means a monetary contribution from a taxpayer, subject to the restrictions provided in this section, to the corporation for use in the State Apartment Incentive Loan Program under s. 420.5087. The taxpayer making the contribution may not designate a specific project, property, or geographic area of this state as the beneficiary of the eligible contribution.

(c) “Live Local Program” means the program described in this section whereby eligible contributions are made to the corporation.

(d) “Tax credit cap amount” means the maximum annual tax credit amount that the Department of Revenue may approve for a state fiscal year.

(2) RESPONSIBILITIES OF THE CORPORATION.—The corporation shall:

(a) Expend 100 percent of eligible contributions received under this section for the State Apartment Incentive Loan Program under s. 420.5087. However, the corporation may use up to \$25 million of eligible contributions to provide loans for the construction of large-scale projects of significant regional impact. Such projects must include a substantial civic, educational, or health care use and may include a commercial use, any of which must be

incorporated within or contiguous to the project property. Such a loan must be made, except as otherwise provided in this subsection, in accordance with the practices and policies of the State Apartment Incentive Loan Program. Such a loan is subject to the competitive application process and may not exceed 25 percent of the total project cost. The corporation must find that the loan provides a unique opportunity for investment alongside local government participation that would enable creation of a significant amount of affordable housing. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2).

(b) Upon receipt of an eligible contribution, provide the taxpayer that made the contribution with a certificate of contribution. A certificate of contribution must include the taxpayer's name; its federal employer identification number, if available; the amount contributed; and the date of contribution.

(c) Within 10 days after issuing a certificate of contribution, provide a copy to the Department of Revenue.

(3) LIVE LOCAL TAX CREDITS; APPLICATIONS, TRANSFERS, AND LIMITATIONS.—

(a) Beginning in the 2023-2024 fiscal year, the tax credit cap amount is \$100 million in each state fiscal year.

(b) Beginning October 1, 2023, a taxpayer may submit an application to the Department of Revenue for an allocation of the tax credit cap for tax credits to be taken under either or both of s. 220.1878 or s. 624.51058.

1. The taxpayer shall specify in the application each tax for which the taxpayer requests a credit and the applicable taxable year. For purposes of s. 220.1878, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that year pursuant to s. 220.222. For purposes of s. 624.51058, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that prior taxable year pursuant to ss. 624.509 and 624.5092. The Department of Revenue shall approve tax credits on a first-come, first-served basis.

2. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(c) If a tax credit approved under paragraph (b) is not fully used for the specified taxable year for credits under s. 220.1878 or s. 624.51058 because of insufficient tax liability on the part of the taxpayer, the unused amount may be carried forward for a period not to exceed 10 taxable years. For purposes of s. 220.1878, a credit carried forward may be used in a subsequent year

after applying the other credits and unused carryovers in the order provided in s. 220.02(8).

(d) A taxpayer may not convey, transfer, or assign an approved tax credit or a carryforward tax credit to another entity unless all of the assets of the taxpayer are conveyed, assigned, or transferred in the same transaction. However, a tax credit under s. 220.1878 or s. 624.51058 may be conveyed, transferred, or assigned between members of an affiliated group of corporations if the type of tax credit under s. 220.1878 or s. 624.51058 remains the same. A taxpayer shall notify the Department of Revenue of its intent to convey, transfer, or assign a tax credit to another member within an affiliated group of corporations. The amount conveyed, transferred, or assigned is available to another member of the affiliated group of corporations upon approval by the Department of Revenue.

(e) Within any state fiscal year, a taxpayer may rescind all or part of a tax credit allocation approved under paragraph (b). The amount rescinded must become available for that state fiscal year to another eligible taxpayer as approved by the Department of Revenue if the taxpayer receives notice from the Department of Revenue that the rescindment has been accepted by the Department of Revenue. Any amount rescinded under this paragraph must become available to an eligible taxpayer on a first-come, first-served basis based on tax credit applications received after the date the rescindment is accepted by the Department of Revenue.

(f) Within 10 days after approving or denying the conveyance, transfer, or assignment of a tax credit under paragraph (d), or the rescindment of a tax credit under paragraph (e), the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(g) For purposes of calculating the underpayment of estimated corporate income taxes under s. 220.34 and tax installment payments for taxes on insurance premiums or assessments under s. 624.5092, the final amount due is the amount after credits earned under s. 220.1878 or s. 624.51058 for contributions to eligible charitable organizations are deducted.

1. For purposes of determining if a penalty or interest under s. 220.34(2)(d)1. will be imposed for underpayment of estimated corporate income tax, a taxpayer may, after earning a credit under s. 220.1878, reduce any estimated payment in that taxable year by the amount of the credit.

2. For purposes of determining if a penalty under s. 624.5092 will be imposed, an insurer, after earning a credit under s. 624.51058 for a taxable year, may reduce any installment payment for such taxable year of 27 percent of the amount of the net tax due as reported on the return for the preceding year under s. 624.5092(2)(b) by the amount of the credit.

(4) PRESERVATION OF CREDIT.—If any provision or portion of this section, s. 220.1878, or s. 624.51058 or the application thereof to any person or circumstance is held unconstitutional by any court or is otherwise

declared invalid, the unconstitutionality or invalidity does not affect any credit earned under s. 220.1878 or s. 624.51058 by any taxpayer with respect to any contribution paid to the Live Local Program before the date of a determination of unconstitutionality or invalidity. The credit must be allowed at such time and in such a manner as if a determination of unconstitutionality or invalidity had not been made, provided that nothing in this subsection by itself or in combination with any other provision of law may result in the allowance of any credit to any taxpayer in excess of \$1 of credit for each dollar paid to an eligible charitable organization.

(5) ADMINISTRATION; RULES.—

(a) The Department of Revenue and the corporation may develop a cooperative agreement to assist in the administration of this section, as needed.

(b) The Department of Revenue may adopt rules necessary to administer this section, s. 220.1878, and s. 624.51058, including rules establishing application forms, procedures governing the approval of tax credits and carryforward tax credits under subsection (3), and procedures to be followed by taxpayers when claiming approved tax credits on their returns.

(c) By August 15, 2023, and by each August 15 thereafter, the Department of Revenue shall determine the 500 taxpayers with the greatest total corporate income or franchise tax due as reported on the taxpayer's return filed pursuant to s. 220.22 during the previous calendar year and notify those taxpayers of the existence of the Live Local Program and the process for obtaining an allocation of the tax credit cap. The Department of Revenue shall confer with the corporation in the drafting of the notification. The Department of Revenue may provide this notification by electronic means.

Section 35. Section 420.5096, Florida Statutes, is created to read:

420.5096 Florida Hometown Hero Program.—

(1) The Legislature finds that individual homeownership is vital to building long-term housing and financial security. With rising home prices, down payment and closing costs are often significant barriers to homeownership for working Floridians. Each person in Florida's hometown workforce is essential to creating thriving communities, and the Legislature finds that the ability of Floridians to reside within the communities in which they work is of great importance. Therefore, the Legislature finds that providing assistance to homebuyers in this state by reducing the amount of down payment and closing costs is a necessary step toward expanding access to homeownership and achieving safe, decent, and affordable housing for all Floridians.

(2) The Florida Hometown Hero Program is created to assist Florida's hometown workforce in attaining homeownership by providing financial

assistance to residents to purchase a home as their primary residence. Under the program, a borrower may apply to the corporation for a loan to reduce the amount of the down payment and closing costs paid by the borrower by a minimum of \$10,000 and up to 5 percent of the first mortgage loan, not exceeding \$35,000. Loans must be made available at a zero percent interest rate and must be made available for the term of the first mortgage. The balance of any loan is due at closing if the property is sold, refinanced, rented, or transferred, unless otherwise approved by the corporation.

(3) For loans made available pursuant to s. 420.507(23)(a)1. or 2., the corporation may underwrite and make those mortgage loans through the program to persons or families who have household incomes that do not exceed 150 percent of the state median income or local median income, whichever is greater. A borrower must be seeking to purchase a home as a primary residence; a first-time homebuyer and a Florida resident; and employed full-time by a Florida-based employer. The borrower must provide documentation of full-time employment, or full-time status for self-employed individuals, of 35 hours or more per week. The requirement to be a first-time homebuyer does not apply to a borrower who is an active duty service-member of a branch of the armed forces or the Florida National Guard, as defined in s. 250.01, or a veteran.

(4) Loans made under the Florida Hometown Hero Program may be used for the purchase of manufactured homes, as defined in s. 320.01(2)(b), which were constructed after July 13, 1994; which are permanently affixed to real property in this state, whether owned or leased by the borrower; and which are titled and financed as tangible personal property or as real property.

(5) This program is intended to be evergreen, and repayments for loans made under this program shall be retained within the program to make additional loans.

Section 36. Subsection (3) is added to section 420.531, Florida Statutes, to read:

420.531 Affordable Housing Catalyst Program.—

(3) The corporation may contract with the entity providing statewide training and technical assistance to provide technical assistance to local governments to establish selection criteria and related provisions for requests for proposals or other competitive solicitations for use or lease of government-owned real property for affordable housing purposes. The entity providing statewide training and technical assistance may develop best practices or other key elements for successful use of public property for affordable housing, in conjunction with technical support provided under subsection (1).

Section 37. Section 420.6075, Florida Statutes, is amended to read:

420.6075 Research and planning for affordable housing; annual housing report.—

(1) The research and planning functions of the department shall include the collection of data on the need for affordable housing in this state and the extent to which that need is being met through federal, state, and local programs, in order to facilitate planning to meet the housing needs in this state and to enable the development of sound strategies and programs for affordable housing. To fulfill this function, the Shimberg Center for Housing Studies ~~Affordable Housing~~ at the University of Florida shall perform the following functions:

(a) Quantify affordable housing needs in ~~this the~~ state by analyzing available data, including information provided through the housing elements of local comprehensive plans, and identify revisions in the housing element data requirements that would result in more uniform, meaningful information being obtained.

(b) Document the results since 1980 of all programs administered by the department which provide for or act as incentives for housing production or improvement. Data on program results must include the number of units produced and the unit cost under each program.

(c) Inventory the supply of affordable housing units made available through federal, state, and local programs. Data on the geographic distribution of affordable units must show the availability of units in each county and municipality.

(2) By December 31 of each year, the Shimberg Center for Housing Studies ~~Affordable Housing~~ shall submit to the Legislature an updated housing report describing the supply of and need for affordable housing. This annual housing report shall include:

(a) A synopsis of training and technical assistance activities and community-based organization housing activities for the year.

(b) A status report on the degree of progress toward meeting the housing objectives of the department's agency functional plan.

(c) Recommended housing initiatives for the next fiscal year and recommended priorities for assistance to the various target populations within the spectrum of housing need.

(3) The Shimberg Center for Housing Studies ~~Affordable Housing~~ shall:

(a) Conduct research on program options to address the need for affordable housing.

(b) Conduct research on training models to be replicated or adapted to meet the needs of community-based organizations and state and local government staff involved in housing development.

Section 38. Paragraph (a) of subsection (1) of section 553.792, Florida Statutes, is amended to read:

553.792 Building permit application to local government.—

(1)(a) Within 10 days of an applicant submitting an application to the local government, the local government shall advise the applicant what information, if any, is needed to deem the application properly completed in compliance with the filing requirements published by the local government. If the local government does not provide written notice that the applicant has not submitted the properly completed application, the application shall be automatically deemed properly completed and accepted. Within 45 days after receiving a completed application, a local government must notify an applicant if additional information is required for the local government to determine the sufficiency of the application, and shall specify the additional information that is required. The applicant must submit the additional information to the local government or request that the local government act without the additional information. While the applicant responds to the request for additional information, the 120-day period described in this subsection is tolled. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. The local government must approve, approve with conditions, or deny the application within 120 days following receipt of a completed application. A local government shall maintain on its website a policy containing procedures and expectations for expedited processing of those building permits and development orders required by law to be expedited.

Section 39. Subsection (7) of section 624.509, Florida Statutes, is amended to read:

624.509 Premium tax; rate and computation.—

(7) Credits and deductions against the tax imposed by this section shall be taken in the following order: deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220 and the credit allowed under subsection (5), as these credits are limited by subsection (6); the credit allowed under s. 624.51057; the credit allowed under s. 624.51058; all other available credits and deductions.

Section 40. Paragraph (c) of subsection (1) of section 624.5105, Florida Statutes, is amended to read:

624.5105 Community contribution tax credit; authorization; limitations; eligibility and application requirements; administration; definitions; expiration.—

(1) AUTHORIZATION TO GRANT TAX CREDITS; LIMITATIONS.—

(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 220.183 is ~~\$25~~ \$14.5 million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 or homeownership opportunities for low-income or very-low-income households as defined in s. 420.9071 and \$4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 41. Section 624.51058, Florida Statutes, is created to read:

624.51058 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under s. 624.509(1) after deducting from such tax deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220; and the credit allowed under s. 624.509(5), as such credit is limited by s. 624.509(6). An eligible contribution must be made to the Live Local Program on or before the date the taxpayer is required to file a return pursuant to ss. 624.509 and 624.5092. An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit such credit in any manner.

(2) Section 420.50872 applies to the credit authorized by this section.

Section 42. The Department of Economic Opportunity's Keys Workforce Housing Initiative, approved by the Administration Commission on June 13, 2018, is considered an exception to the evacuation time constraints of s. 380.0552(9)(a)2., Florida Statutes, by requiring deed-restricted affordable workforce housing properties receiving permit allocations to agree to evacuate at least 48 hours in advance of hurricane landfall. A comprehensive plan amendment approved by the Department of Economic Opportunity to implement the initiative is hereby valid and the respective local governments may adopt local ordinances or regulations to implement such plan amendment.

Section 43. (1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(2) This section expires July 1, 2026.

Section 44. For the 2023-2024 fiscal year, the sum of \$100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement the Florida Hometown Hero Housing Program established in s. 420.5096, Florida Statutes, as created by this act.

Section 45. For the 2023-2024 fiscal year, the sum of \$252 million in nonrecurring funds from the Local Government Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - State Housing Initiatives Partnership (SHIP) Program appropriation category to the Florida Housing Finance Corporation.

Section 46. For the 2023-2024 fiscal year, the sum of \$150 million in recurring funds and \$109 million in nonrecurring funds from the State Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - Affordable Housing Programs appropriation category to the Florida Housing Finance Corporation. The recurring funds are appropriated to implement s. 420.50871, Florida Statutes, as created by this act.

Section 47. For the 2022-2023 fiscal year, the sum of \$100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement a competitive assistance loan program for new construction projects in the development pipeline that have not commenced construction and are experiencing verifiable cost increases due to market inflation. These funds are intended to support the corporation's efforts to maintain the viability of projects in the development pipeline as the unprecedented economic factors coupled with the housing crisis makes it of upmost importance to deliver much-needed affordable housing units in communities in a timely manner. Eligible projects are those that accepted an invitation to enter credit underwriting by the corporation for funding during the period of time of July 1, 2020, through June 30, 2022. The corporation may establish such criteria and application processes as necessary to implement this section. The unexpended balance of funds appropriated to the corporation as of June 30, 2023, shall revert and is appropriated to the corporation for the same purpose for the 2023-2024 fiscal year. Any funds not awarded by December 1, 2023, must be used for the State Apartment Incentive Loan Program under s. 420.5087, Florida Statutes. This section is effective upon becoming a law.

Section 48. The Legislature finds and declares that this act fulfills an important state interest.

Section 49. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2023.

Approved by the Governor March 29, 2023.

Filed in Office Secretary of State March 29, 2023.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 5-15 OF THE OCOEE LAND DEVELOPMENT CODE (“SPECIFIC USE/DEVELOPMENT STANDARDS”) TO IMPLEMENT THE PROVISIONS OF THE LIVE LOCAL ACT, SECTION 166.04151 *ET SEQ.*, FLORIDA STATUTES, INCLUDING DEFINING TERMS, ESTABLISHING MAXIMUM PERMITTED DENSITY AND HEIGHT, ESTABLISHING A PROCESS FOR ADMINISTRATIVE APPROVAL, PROVIDING FOR DEED RESTRICTIONS AND ANNUAL CERTIFICATION, REQUIRING EQUAL TREATMENT OF AFFORDABLE HOUSING AND MARKET RATE UNITS, PROVIDING FOR ENFORCEMENT, PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on March 29, 2023, the Governor of the State of Florida signed Senate Bill 102, known as the “Live Local Act,” codified as to municipalities at Section 166.04151 *et seq.*, Florida Statutes, in an effort to increase the supply of affordable housing in the State of Florida; and

WHEREAS, the Live Local Act requires municipalities to allow multifamily and mixed use residential development in any area zoned for “commercial, industrial, or mixed use” if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, “affordable” as defined in s. 420.0004, Florida Statutes, and, in the case of a mixed use project, if at least 65 percent of the total square footage is used for residential purposes, and the project otherwise “meets all other development regulations and requirements” for multifamily development; and

WHEREAS, the Attorney General of the State of Florida stated in an opinion letter dated July 20, 2023 that, as used in the Live Local Act, “the phrase ‘area zoned for commercial, industrial, or mixed use’ refers only to land located in districts having those specific zoning

classifications, rather than encompassing land in any zoning district where some commercial, industrial, or mixed use land uses may be permitted”; and

WHEREAS, the Ocoee Land Development Code governs development within the corporate limits of the City of Ocoee pursuant to the requirements of Section 163.3202 and Section 166.041, Florida Statutes; and

WHEREAS, Section 163.3174(4)(c), Florida Statutes, requires the Land Planning Agency of the City of Ocoee (the “LPA”) to review proposed land development regulations and amendments thereto for consistency with the adopted Comprehensive Plan, as may be amended; and

WHEREAS, the LPA held a public hearing on February 13, 2024, to consider an amendment of the Ocoee Land Development Code to implement and enforce the Live Local Act and made certain findings that the proposed changes set forth in this Ordinance are consistent with the Comprehensive Plan and recommended that the City Commission enact the proposed ordinance; and

WHEREAS, the Ocoee City Commission has determined that it is necessary for the general welfare of the City to amend the Ocoee Land Development Code consistent with the City’s broad Home Rule powers under Article VIII, Section 2(b) of the Florida Constitution and Florida Statutes § 166.021 in order to provide certification standards and implementation criteria for proposed development under the Live Local Act; and

WHEREAS, the City Commission finds that this Ordinance serves a legitimate government purpose and is in the best interests of public health, safety, and welfare of the citizens of Ocoee; and

WHEREAS, the City Commission finds that the land development regulations adopted herein are consistent with the City’s Comprehensive Plan, including Section VI.A of the Housing Element, which states, “It is the City’s goal to provide housing with supporting infrastructure for the anticipated population, with particular emphasis on very low; low; and moderate-income households in Ocoee.”

NOW, THEREFORE BE IT ENACTED by the City Commission of the City of Ocoee that:

SECTION 1: AMENDMENT TO SECTION 5-15, ARTICLE V, OCOEE LAND DEVELOPMENT CODE

Section 5-15 of the Ocoee Land Development Code (“Specific Use/Development Standards”) shall be amended as shown below. Words that are ~~stricken-out~~ are deletions; words that are underlined are additions; Articles, Sections, Subsections and Provisions not referenced in this ordinance are not modified:

D. Affordable Housing

(1) Definitions.

(a) Affordable Housing refers to housing that is affordable, as defined in Section 420.0004(3), Florida Statutes.

(b) Affordable Housing Project refers to an affordable housing project that qualifies under the Live Local Act, Section 166.04151 et seq, Florida Statutes.

(c) Commercial, as used in Section 166.0415, Florida Statutes, shall mean only the commercial zoning districts of the city, which consist only of properties zoned C-1, C-2, and C-3, and no other zoning district.

(d) *Eligible Zoning District* includes the Commercial and Industrial zoning districts identified in this Section.

(d) *Height within One Mile*, as used in Section 166.0415, Florida Statutes, shall mean one (1) mile as a human being can travel along the public streets of the city within the normal permitted lanes of travel from the center point of the proposed Affordable Housing Project to the center point of another property. Height within One Mile shall not mean a straight-line distance as a bird might travel.

(e) *Highest Currently Allowed Density*, as used in section 166.0415, Florida Statutes, shall mean the highest number of units per acre established by the “High Density Residential” future land use map designation within the adopted City of Ocoee Comprehensive Plan. Highest Currently Allowed Density does not include densities greater than that permitted in the High Density Residential land use designation to which a development may be entitled to receive via a density bonus, special exception, agreement to resolve a claim, variance, or as otherwise recognized as a non-conforming or grandfathered use.

(f) *Highest Currently Allowed Height* as used in section 166.0415, Florida Statutes, shall only mean the higher of either three (3) stories or a real building’s or development’s Height Within One Mile of the proposed Affordable Housing Project, as defined in this Section and as determined by reference to the maximum height allowed by Table 5-2 in Article V of the Ocoee Land Development Code for a commercial or residential development. Highest Currently Allowed Height shall not include any height awarded to any development project as a bonus, special exception, agreement to resolve a claim, variance, or allowed as a non-conforming or grandfathered use, or include any projections not used for human occupancy under Section 5-5 of the Ocoee Land Development Code.

(g) *Industrial* as used in Section 166.0415, Florida Statutes, shall mean only the I-1 and I-2 industrial zoning districts of the city and no other zoning district.

(h) *Live Local Act* refers specifically to Senate Bill 102, signed by the Governor of Florida on March 29, 2023, effective July 1, 2023, and codified as to municipalities at Section 166.04151 *et seq.*, Florida Statutes.

(2) Permitted Zoning, Parking, Density and Height.

(a) *Zoning.* Affordable housing projects under Live Local Act shall be permitted only in the Commercial and Industrial zoning districts of the City.

(b) *Parking.* Affordable Housing Projects must meet all parking requirements under the Ocoee Land Development Code, unless such project is located within one-half (1/2) mile of and accessible by a major transit stop, in which case, a parking reduction supported by appropriate documentation will be considered.

(c) *Allowed Density.*

1. An Affordable Housing Project is entitled to the Highest Allowed Density in the City, as defined in this Section.

2. An Affordable Housing Project may be awarded a density bonus if it meets the same architectural enhancement requirements for a density bonus as a project that does not qualify as an Affordable Housing Project.

4. *Allowed Height.* An Affordable Housing Project is entitled to the Highest Allowed Height, as defined in this Section. Building height shall be measured from the average grade of the crown of a street or streets abutting

the property, measured from the centerline to the roof peak. Within special flood hazard areas, building height shall be measured from the required design flood elevation line to the roof peak.

(3) Compliance with Land Development Regulations. The proposed Affordable Housing Project must comply with all land development regulations applicable to the zoning district in which the project is proposed, except only to the extent the Live Local Act expressly preempts local ordinances with respect to density, height and parking.

(4) Process for Administrative Approval

(a) *Submission.* An application for administrative approval of a qualifying Affordable Housing Project located within an Eligible Zoning District, shall include:

1. *Application Fee.* Payment of an application fee according to the fee schedule in effect at the time of the application;

2. *Purchase and Sale Agreement.* If the applicant is not the owner of record, then the applicant shall submit a copy of a fully executed contract or agreement to purchase the real property for the Affordable Housing Project, which shows the dates of effectiveness and due diligence periods, though the purchase price and any financing terms may be redacted;

3. *Application Form.* Any application form required by the city;

4. *Project Narrative.* The application shall contain a narrative which demonstrates the Affordable Housing Project's compliance with Section 166.04151(7)(a) - (g), Florida Statutes.

5. Site Development Plan. The application shall include a site development plan complying with Section 4-3 of the Ocoee Land Development Code and shall include a site data table identifying:

- (a) the number of total units;
- (b) the number of Affordable Housing units;
- (c) the number of dwelling units per acre;
- (d) the height of all proposed buildings;
- (e) a description of how the tallest building or buildings meet the Highest Allowed Height;
- (f) for any multifamily rental development, calculations demonstrating that at least forty (40) percent of the residential units are affordable units as defined by Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and
- (g) for any mixed-use project, calculations demonstrating that at least sixty-five (65) percent of the total square footage is used for residential purposes.

6. Building Elevations and Materials. The application shall include architectural renderings (labeled with compass orientation) and building materials for all building elevations for each proposed building;

7. Affidavit of Commitment. The application for an Affordable Housing Project shall include an executed Affidavit of Commitment to City of Ocoee's Affordable Housing standards, which shall attest to: (a) a 30-year commitment to provide Affordable Housing as defined by section 420.0004, Florida Statutes; (b) an

acknowledgement of the City's right to monitor and audit records for a minimum of 30 years of operation; (c) an acknowledgement of the responsibility of the owner and operator of the Affordable Housing Project to submit an annual Certification of Compliance, attested to by a certified public accountant, that the tenants residing in the designated Affordable Housing units meet the reported income eligibility requirements for Affordable Housing and that the rent charged for at least 40% of the units provide Affordable Housing under section 420.0004, Florida Statutes; and (d) further acknowledge the penalties for non-compliance as set forth in this section.

8. Any other information reasonably required by the City that is consistent with the intent and purpose of this section and the Live Local Act.

(b) Sufficiency Review. Within ten (10) days of receiving an application for an Affordable Housing Project, the city shall complete a sufficiency review of the materials submitted and respond to the applicant that the application is either complete or shall specify what items are still required. The applicant shall then provide the items required to make the application complete, which shall then begin another ten (10) day sufficiency review period, and so on until a complete application is received. An Application for Building Permits shall be processed in accordance with Section 553.792, Florida Statutes. A contract to purchase the real property for which the Affordable Housing Project is proposed must be in full force and effect during the sufficiency review periods. If any contract expires within such time periods, then the city shall not begin or complete the sufficiency review.

(c) Review Procedures. The application shall comply with the site plan review procedures established in Section 4-3, Article IV, except that large-scale project applications shall not be required to undergo public hearings before the Planning and Zoning Commission or the City Commission, as enumerated in the various subsections of Section 4-3.

(5) Recording of Deed Restrictions, Subordination of Liens, and Annual Certification.

(a) Covenant of Deed Restrictions. When the City approves an Affordable Housing Project under this Section, the applicant must, prior to approval of a Preliminary Site Plan, execute and record in the public records of Orange County a Covenant of Deed Restrictions running with the land with terms acceptable to, and enforceable by the City that:

1. Prohibits any Affordable Housing unit from being rented or sold at a price exceeding the threshold for housing that is affordable for very low-income, low-income, or moderate-income persons, or to a buyer who is not eligible due to their reported income under Section 420.0004, Florida Statutes, or as subsequently defined by Florida law;

2. Is binding on the applicant and all successors and assigns for at least 30 years from the date the City issues a Certificate of Occupancy, consistent with the Live Local Act;

3. Acknowledges the city's enforcement remedies, including a daily code enforcement fine for each unit that is in violation of the requirement to provide Affordable Housing for at least 40 percent of all units for thirty years, and for failure

to timely provide an annual Certification in which a certified public accountant attests to compliance with the Live Local Act;

(b) *Subordination of Liens.* Any mortgage holders or holders of any other encumbrance on the property proposed for the Affordable Housing Project must execute and record a subordination of their lien interest to such deed restrictions prior to, or simultaneously with the recording of the deed restrictions required by this subsection.

(c) *Annual Certification of Compliance.* By no later than March 30th of each full year after a certificate of occupancy is issued, for a total of thirty years from the date of the certificate of occupancy, the owner or operator of the Affordable Housing Project shall submit to the City Clerk a Certification in which a certified public accountant attests that the Affordable Housing Project meets the requirements of Section 166.04151, Florida Statutes, insofar as:

i. At least 40 percent of the residential units are rented as Affordable Housing as defined in s. 420.0004, Florida Statutes; and

ii. The tenants living within the designated Affordable Housing units are eligible to do so based on their reported household income, as defined in Section 420.0004, Florida Statutes.

(6) Equivalent Treatment of all Dwelling Units.

As a condition of approval of any Final Site Plan and prior to the issuance of any site or building permits for construction of the proposed Affordable Housing Project, such project must demonstrate and commit that:

(a) All affordable dwelling units and market rate dwelling units shall be located within the same structure(s); and

(b) The exterior of the Affordable Housing units shall be indistinguishable from market rate dwelling units; and

(c) All common areas and amenities shall be accessible and available to all residents, regardless of whether they reside in Affordable Housing or market rate dwelling units; and

(d) Access to the required Affordable Housing units shall be provided through the same principal entrance(s) and driveways utilized by all other dwelling units in the project; and

(e) The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the square footage and number of bedrooms in the market rate dwelling units (e.g., if 25 percent of the market rate dwelling units consist of two-bedroom units, then 25 percent of the affordable dwelling units shall also have two bedrooms units).

(7) Enforcement.

(a) Violations of this Section and the commitment to provide Affordable Housing shall be subject to a fine of no less than \$250.00 per day for each unit in violation, either because an ineligible person resides in the unit or the unit is rented at a level in excess of the threshold for Affordable Housing, and for each day the Annual Certification of Compliance is not received by the city by March 30th of every year, as required by this Section.

(b) The owner and operator shall be liable for and shall reimburse the City for costs and reasonable attorney's fees that the City may incur in the enforcement of these provisions.

(c) The Special Magistrate of the City of Ocoee, and in the Special Magistrate's absence the Code Enforcement Board, shall be authorized to enforce the provisions of this Section. Any fines assessed shall become a lien on the real property in violation and on any personal property of the violator if not paid to the City within 60 days of the Order imposing fines.

(8) **Repeal of the Live Local Act.** Should the Live Local Act, or any specific portion thereof, be repealed, the sections of this Ordinance that specifically reference the Live Local Act, or the specific repealed portion thereof, shall be immediately nullified, except that the annual Certification of Compliance, the Covenant of Deed Restrictions, and the City's right to enforce such deed restrictions, shall continue for thirty (30) years after issuance of a Certificate of Occupancy.

SECTION 2: SEVERABILITY AND CORRECTION OF ERRORS. The provisions of this Ordinance are declared to be severable and if any section, paragraph, sentence or word of this Ordinance or the application as to any person or circumstance is held invalid, that invalidity shall not affect other sections or words or applications of this Ordinance. If any part of this Ordinance is found to be preempted or otherwise superseded, the remainder of this Ordinance shall nevertheless be given full force and effect to the extent permitted by the severance of such preempted or superseded part. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 3: CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Ocoee, this Ordinance shall control to the extent of any such conflict.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

PASSED AND ADOPTED this _____ day of _____, 2024.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

LPA HEARING: _____, 2024
ADVERTISED _____, 2024
READ FIRST TIME _____,
2024.
READ SECOND TIME AND ADOPTED
_____, 2024.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED
AS TO FORM AND LEGALITY**
this ____ day of _____, 2024.

By: _____
Richard S. Geller
City Attorney

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

**CITY OF OCOEE
NOTICE OF PUBLIC HEARING
CITY OF OCOEE LAND DEVELOPMENT CODE AMENDMENT
RELATING TO QUALIFYING AFFORDABLE HOUSING PROJECTS
UNDER
THE LIVE LOCAL ACT**

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-9 and 1-10, of the City of Ocoee Land Development Code that on **TUESDAY, APRIL 2, 2024, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to adopt the following Ordinance:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 5-15 OF THE OCOEE LAND DEVELOPMENT CODE ("SPECIFIC USE/DEVELOPMENT STANDARDS") TO IMPLEMENT THE PROVISIONS OF THE LIVE LOCAL ACT, SECTION 166.04151 ET SEQ., FLORIDA STATUTES, INCLUDING DEFINING TERMS, ESTABLISHING MAXIMUM PERMITTED DENSITY AND HEIGHT, ESTABLISHING A PROCESS FOR ADMINISTRATIVE APPROVAL, PROVIDING FOR DEED RESTRICTIONS AND ANNUAL CERTIFICATION, REQUIRING EQUAL TREATMENT OF AFFORDABLE HOUSING AND MARKET RATE UNITS, PROVIDING FOR ENFORCEMENT, PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file, including a complete legal description by metes and bounds, may be inspected at the Ocoee Planning Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing and no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings 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 the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

March 21, 2024

24-00939W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.



STAFF REPORT

Meeting Date: April 2, 2024

Item #: 14

Contact Name: Craig Shadrix

Contact Number: Ext. 6434

Department Director: Craig Shadrix

City Manager: Robert Frank

Subject: Discussion and Direction regarding Golf Carts and Low-Speed Vehicle use within the City of Ocoee. (Assistant City Manager Shadrix)

Background Summary:

The City Commission recently discussed golf cart usage in the City with respect to state statutes and the City's own golf cart ordinance. Staff intends to provide an overview of the statutes governing both golf carts and low speed vehicles, which are pertinent to some of the comments made during previous discussions, and request direction based on the following discussion.

Issue:

Usage of golf carts and low speed vehicles in the City of Ocoee

Recommendations:

Staff will provide options for commission direction following presentation.

Attachments:

None

Financial Impacts:

Type of Item: Regular